

TROY CITY
FINANCE STANDING COMMITTEES AGENDA
Thursday, September 8, 2016
6:00 P.M.

Pledge of Allegiance
Roll Call

LOCAL LAW

4. Local Law No. 4 (Intro # 4) A Local Law To Enact Amendments To The Troy City Charter Approved By Voters At The General Election Of November 3, 2015 And Filed With The Office Of The Secretary Of State As Local Law 2 -2016 . (Council President Mantello)

ORDINANCES

65. Ordinance Amending The 2016 General Fund To Transfer Funds Within The General Fund Budget. (Council President Mantello) (At the Request of the Administration)

66. Ordinance Amending The 2016 Special Grants Fund To Appropriate Monies For Building Demolitions. (Council President Mantello) (At the Request of the Administration)

RESOLUTIONS

88. Resolution Authorizing Issuance Of A Commercial Lessor's Bingo License To Bingo Green, Inc., D/B/A "Troy Atrium Bingo". (Council President Mantello) (At the Request of the Administration)

89. Resolution Rescinding The Appointment Of Commissioners Of Deeds For The City Of Troy. (Council President Mantello)

91. Resolution Recommending Inclusion of the City Council's Corrective Action Plan (CAP) in the Mayor's Proposed 2017 Budget (Council President Mantello, Council member McGrath, Council Member Gulli, Council Member Bodnar, Council Member Ashe-McPherson, Council member Donohue)

LOCAL LAW NO. 4 (INTRO # 4) A LOCAL LAW TO ENACT AMENDMENTS TO THE TROY CITY CHARTER APPROVED BY VOTERS AT THE GENERAL ELECTION OF NOVEMBER 3, 2015 AND FILED WITH THE OFFICE OF THE SECRETARY OF STATE AS LOCAL LAW 2 -2016.

Section 1. Amendments to the Troy City Charter.

BE IT ENACTED by the Troy City Council that the following sections of the Troy City Charter shall be amended in part: § 6 (h); § C – 14; § C – 18; § C – 52 and Article XII.

Section 2. § 6 (h) shall be amended as follows:

6. Definitions

(h). Definitions of Local Laws, Ordinances and Resolutions. A local law has the same effect as an act of the State Legislature. No local law may be inconsistent with any provision of state law, except as otherwise provided in the Municipal Home Rule Law. The passage of an ordinance shall require the affirmative vote of at least a majority of all the members of the City Council. No ordinance shall be passed by the Council on the same day on which it is introduced, ~~except by unanimous consent~~ except by a two-thirds vote of all members of the Council. Pursuant to Second Class Cities Law, Section 35, on the passage of every ordinance, the yeas and nays of the members voting shall be entered in full upon the journal. Unless otherwise required by state law, resolutions may be adopted without a waiting period, without notifying the public and without holding a public hearing. Resolutions may be introduced and passed at the same meeting and, unless otherwise stated, take effect immediately.

Section 3. § C-14 (6) shall be amended as follows:

§ C – 14. Powers of the City Council

6. To appoint and to remove the City Clerk, the City Auditor ~~the Bingo Inspector~~ and the Legislative Assistant to the City Council, and to set their salaries. ~~of the Council members, including the President, the Mayor, the City Clerk, and the Legislative Assistant to the City Council. Removal of any of the four aforementioned Council appointees would be accomplished by a reading on the record at a regular Council meeting of the reasons for such action, then by a two-thirds majority vote of the full Council at the next regular Council meeting.~~

Section 4. § C-18 shall be amended as follows:

§ C– 18. Organizational meetings

The first regular or special January meeting of the City Council following the general election of each even-numbered year shall be an organizational meeting at which the President Pro Tempore and the City Clerk shall be selected, standing committees appointed , and rules of order for the ensuing two years adopted.

Section 5. § C-47 shall be amended as follows:

F. Council action on recommended budget. The City Council shall meet in special session no later than October 15 to consider the recommended budget and set a date for a public hearing. At that special session, the Council shall refer the recommended budget to the Standing Committee on Finance, which shall in turn refer the budget recommendations for the City Departments to the appropriate standing committees of the City Council as follows: Department of Law, Police Court and City Court to the Law Committee; the Department of Public Safety to the Safety Committee; the Department of General Services to the General Services Committee; the Department of Public Utilities to the Public Utilities Committee; the Department of Planning and Economic Development to the Planning and Economic Development Committee; the Bureau of Information Services to the Science and Technology Committee; the City Council, the City Clerk, the Office of the Mayor and the Department of Finance to the Finance Committee; miscellaneous boards, agencies and commissions shall be referred to the appropriate standing committees by the Chair of the Finance Committee.

Section 6. § C-52 (C) shall be amended as follows:

§ C – 52. Department of Law

C. Duties of the Corporation Counsel. The Counsel shall act as legal advisor to the Mayor and to any City Council member, upon request of said City Council member. The Corporation Counsel shall appear for, and protect the right and interests of the City in all actions, suits or proceedings by it or against it or against any City Officer, employee, department, board or commission in connection with municipal business. The Corporation Counsel may employ or retain legal counsel to assist the Corporation Counsel with litigation and/or any other duty within the Law Department in which the City or any officer thereof is interested or is a party with the written consent of and at a compensation approved by the Mayor and the City Council.

Section 7. Article XII shall be amended to state as follows:

Article XII. Courts

A. The operations and administration of all Courts having jurisdiction within the City of Troy shall be conducted in accordance with all of the pertinent rules, regulations and laws of New York State Office of Court Administration.

B. Appointment of City Marshals. The City Council shall, within ten days after the first of January of each year or whenever vacancies occur in the office of City Marshal, appoint as many persons as may be necessary, not exceeding five initially, unless a greater number be prescribed by the City Council, to act as Marshals of the City Court. They shall hold office for two years and until their successors shall be appointed and have qualified unless sooner removed or suspended for cause, as herein provided. The Judge of said Court shall have the power to make rules and regulations to be entered in full upon the docket of said Court prescribing attendance and duties as the Court may deem necessary and proper, and a violation of said rules and regulations by said Marshals or any them is hereby constituted a cause for suspension and removal from office after appropriate hearing. If a Marshal be unable to for any reason to discharge his/her duties as such, the Council may appoint a qualified person to act in his/her place until such Marshal shall resume his/her duties as such or until a successor is duly appointed.

Section 8. Pursuant to § C – 25 of the Troy City Charter, a Local Law amending the charter shall not be acted upon by the City Council until it shall have been the subject of at least three public hearings after introduction.

Section 9. The three public hearings required by § C – 25 shall be scheduled as follows:

Section 10. This Local Law shall take effect after filing of same with the Office of the Secretary of State.

Approved as to Form, August 12, 2016

Kevin P. Glasheen Esq., Corporation Counsel

**ORDINANCE AMENDING THE 2016 GENERAL FUND TO TRANSFER FUNDS
WITHIN THE GENERAL FUND BUDGET**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The City of Troy 2016 GENERAL FUND BUDGET is herein amended as set forth in Schedule A entitled:

2016 GENERAL FUND TRANSFER

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form August 25th, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending 2016 General Fund Budget appropriations

Summary of Provisions: This legislation will amend the 2016 General Fund Budget to account for health and dental insurance expenditure that were appropriated at the time of the 2016 budget preparation but will be unused within the department allocated for in 2016. Therefore, this ordinance will appropriate these monies across the other departments.

Overall Budget Fiscal Impact: None.

**SCHEDULE A
General Fund Transfer**

**General Fund
September 2016 Budget Transfers**

General Fund	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Dental Insurance A.1210.0805.0016	4,201.00	7.97	4,208.97
Dental Insurance A.1315.0805.0016	13,742.00	26.08	13,768.08
Dental Insurance A.1320.0805.0016	1,145.00	(1,145.00)	-
Dental Insurance A.1325.0805.0016	2,673.00	5.07	2,678.07
Dental Insurance A.1345.0805.0016	1,145.00	2.17	1,147.17
Dental Insurance A.1355.0805.0016	2,673.00	5.07	2,678.07
Dental Insurance A.1410.0805.0016	2,673.00	5.07	2,678.07
Dental Insurance A.1420.0805.0016	5,346.00	10.14	5,356.14
Dental Insurance A.1430.0805.0016	2,289.00	4.34	2,293.34
Dental Insurance A.1440.0805.0016	3,440.00	6.53	3,446.53
Dental Insurance A.1490.0805.0016	2,387.00	4.53	2,391.53
Dental Insurance A.1620.0805.0016	8,018.00	15.21	8,033.21
Dental Insurance A.1640.0805.0016	5,729.00	10.87	5,739.87
Dental Insurance A.1680.0805.0016	3,440.00	6.53	3,446.53
Dental Insurance A.3120.0805.0016	166,021.00	315.04	166,336.04

Dental Insurance A.3320.0805.0016	2,295.00	4.35	2,299.35
Dental Insurance A.3410.0805.0016	133,201.00	252.76	133,453.76
Dental Insurance A.3620.0805.0016	11,069.00	21.00	11,090.00
Dental Insurance A.4020.0805.0016	2,289.00	4.34	2,293.34
Dental Insurance A.5110.0805.0016	17,959.00	34.08	17,993.08
Dental Insurance A.7150.0805.0016	12,608.00	23.92	12,631.92
Dental Insurance A.8020.0805.0016	5,729.00	10.87	5,739.87
Dental Insurance A.8022.0805.0016	2,673.00	5.07	2,678.07
Dental Insurance A.8160.0805.0016	17,959.00	34.08	17,993.08
Dental Insurance A.9065.0805.0016	173,846.00	329.88	174,175.88
Net Change	604,550.00	-	604,550.00

* or as previously revised
AMP

SCHEDULE A General Fund Transfer

General Fund September 2016 Budget Transfers

General Fund	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Health Insurance A.1210.0805	61,821.00	115.48	61,936.48
Health Insurance A.1315.0805	157,428.00	294.07	157,722.07
Health Insurance A.1320.0805	21,565.00	(21,565.00)	-
Health Insurance A.1325.0805	40,256.00	75.20	40,331.20
Health Insurance A.1345.0805	21,565.00	40.28	21,605.28
Health Insurance A.1355.0805	52,476.00	98.02	52,574.02
Health Insurance A.1410.0805	30,911.00	57.74	30,968.74
Health Insurance A.1420.0805	104,952.00	196.04	105,148.04
Health Insurance A.1430.0805	43,131.00	80.57	43,211.57
Health Insurance A.1440.0805	61,821.00	115.48	61,936.48
Health Insurance A.1490.0805	47,085.00	87.95	47,172.95
Health Insurance A.1620.0805	135,863.00	253.79	136,116.79

Health Insurance A.1640.0805	104,952.00	196.04	105,148.04
Health Insurance A.1680.0805	71,167.00	132.94	71,299.94
Health Insurance A.3120.0805	2,474,274.00	4,621.82	2,478,895.82
Health Insurance A.3320.0805	49,601.00	92.65	49,693.65
Health Insurance A.3410.0805	2,088,973.00	3,902.09	2,092,875.09
Health Insurance A.3620.0805	191,213.00	357.18	191,570.18
Health Insurance A.4020.0805	21,565.00	40.28	21,605.28
Health Insurance A.5110.0805	346,488.00	647.22	347,135.22
Health Insurance A.7150.0805	244,411.00	456.55	244,867.55
Health Insurance A.8020.0805	102,077.00	190.67	102,267.67
Health Insurance A.8022.0805	52,476.00	98.02	52,574.02
Health Insurance A.8160.0805	392,493.00	733.16	393,226.16
Health Insurance A.9060.0805	4,567,749.00	8,532.32	4,576,281.32
Health Insurance A.9060.0805.0091	80,000.00	149.44	80,149.44
Net Change	11,566,313.00	(0.00)	11,566,313.00

* or as previously revised
AMP

**ORDINANCE AMENDING THE 2016 SPECIAL GRANTS FUND TO APPROPRIATE
MONIES FOR BUILDING DEMOLITIONS**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The City of Troy 2016 SPECIAL GRANTS FUND BUDGET is herein amended as set forth in Schedule A entitled:

2016 SPECIAL GRANTS FUND BUDGET AMENDMENT

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form August 29th, 2016

Kevin Glasheen, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending 2016 Special Grants Fund Budget appropriations

Summary of Provisions: On June 2, 2016 the Troy City Council passed Resolution 49 authorizing the Mayor to enter into an agreement with the Troy Land Bank relating to the demolition of deteriorated properties. This legislation appropriates the funds within the Special Grants Fund for this agreement in the amount of \$500,000.

Overall Budget Fiscal Impact: None.

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE TROY LAND BANK RELATING TO THE DEMOLITION OF
DETERIORATED PROPERTIES**

WHEREAS, the Troy Land Bank ("Land Bank") has been awarded a grant from the Office of the New York State Attorney General in order to carry out community revitalization activities in the City of Troy ("City"); and

WHEREAS, THE Land Bank and the City wish to use a portion of the grant funds to subsidize the demolition of certain buildings or portions thereof in the City that are in a badly deteriorated condition; and

WHEREAS, the demolition of such buildings will remove previously tax delinquent, vacant and unsightly buildings that contribute to neighborhood blight and have an adverse and negative impact on other properties in the immediate vicinity; and

WHEREAS, such properties now owned or to be owned by the Land Bank will be sold to parties who will be owner occupants of said properties; and

WHEREAS, the Land Bank will be providing the necessary funds for the demolition activities and the City and the Land Bank have complimentary areas of expertise and both entities desire to work together as co-developers to facilitate the demolition and removal of blighted properties to assist in the renewal of neighborhoods in the City; and

WHEREAS, the City and the Land Bank wish to enter into an agreement setting forth their respective responsibilities with respect to these demolition activities and redevelopment efforts.

NOW, THEREFORE, IT IS RESOLVED that the Mayor is authorized to finalize and execute a Co-Development Agreement with the Land Bank that is substantially in the form of the attached agreement.

Approved as to form, May 12, 2016


Kevin P. Glasheen
Kevin P. Glasheen, Corporation Counsel

AYES: 8
NOES: 0
ABSTAIN:

Troy City Clerk

Sent to Mayor 6-3-2016

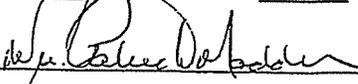
Received from Mayor 6-3-2016

City Clerk 

Executive Action

Approved Date 06-03-2016

Veto Not Endorsed

Mayor 

Memo in Support

The Troy Community Land Bank (Land Bank) was the recipient of a grant from the Office of the New York State Attorney General in 2015 in the amount of \$1.257 million. The purpose of the grant program was to combat community blight and to assist with community stabilization.

One of the major contributors of urban blight in Troy is the presence of a number of vacant, abandoned and badly deteriorated residential buildings. The presence of such buildings adversely impact the appearance and attractiveness of a neighborhood and also negatively impact the value of other properties in the immediate vicinity. The demolition and removal of such deteriorated buildings serves to help combat urban blight in the City. Unfortunately, the funds that the City has at its disposal to do so has been very limited and used primarily for the purpose of emergency demolitions.

The City and the Land Bank are now joining forces in an effort to demolish a number of deteriorated structures in the City. The Land Bank is dedicating a significant portion of funds received from the State, approximately \$500,000, to fund the demolition projects. The City Engineering Department will serve as project manager to oversee the projects and work with the contractors in that effort. As currently envisioned, nine buildings will be totally demolished and two will be partially demolished. The greatest concentration will be in the North Central neighborhood but there will also be individual buildings demolished in other neighborhoods.

The City and the Land Bank are ready to embark on this significant effort and wish to execute an agreement outlining their respective contributions and responsibilities for this project. Due to funding constraints, the demolitions need to be completed before the end of 2016.

Co-development Agreement

This Co-development Agreement ("Agreement") is made this 20th day of April, 2016 by and between the City of Troy ("the City"), 433 River Street, Suite 5000, Troy, New York 12180 and the Troy Community Land Bank Corporation ("Land Bank"), a not-for-profit organization with a mailing address 433 River Street, Suite 5000, Troy, New York 12180.

WHEREAS, the New York State Office of the Attorney General (the "OAG") has awarded the Land Bank grant funding to carry out community revitalization activities in the City of Troy (the "Funds"); and

WHEREAS, to ensure the Land Bank uses the Funds in accordance with the OAG's Community Revitalization Initiative, the Land Bank and the OAG entered a certain Land Bank Grantee Agreement which is attached hereto and made a part hereof as Schedule A (the "Grantee Agreement"); and

WHEREAS, a portion of the Funds will be used to subsidize the demolition of buildings which were previously tax-delinquent, vacant, blighted, and underutilized and are now owned or will be owned by the Land Bank (collectively, the "Properties" and individually, a "Property") with the intent to renovate and sell to low-income, owner occupants; and

WHEREAS, The City and the Land Bank desire to work together as co-developers to bring about the demolition of the Properties as each has distinct, yet complimentary, areas of expertise that, together, will bring about the successful redevelopment and occupancy of the Properties; and

WHEREAS, the Land Bank and The City desire to enter an agreement setting forth their respective rights and obligations associated with the demolition of the Properties and the use of the Funds.

NOW THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Selection of Properties:** The Land Bank, in its sole but reasonable discretion, shall select the Properties which shall be demolished in accordance with terms of this Agreement.
2. **Obligations under the Grantee Agreement.** All of the conditions, requirements, covenants and obligations of the Land Bank contained in the Grantee Agreement are hereby incorporated into this Agreement as if fully set forth herein and the City agrees to comply with and undertake each and every obligation of the Land Bank contained therein as if the City was a party to the Grantee Agreement. The Land Bank shall cooperate, assist as reasonably necessary, and work in good faith with the City to ensure compliance by both the City and the Land Bank with the Grantee Agreement.
3. **Term.** The term of this Agreement shall coincide with the Term of the Grantee Agreement, unless sooner terminated as provided for herein.
4. **Project Demolition Plans.** The City and the Land Bank shall collaborate to determine demolition plans for each property (the "Demolition Plan") prior to the commencement of the demolition of each Property (each a "Project" or collectively "Projects"). A Schedule of the properties to be

demolished is attached hereto and labelled Schedule "A." The Demolition Plan will include a written description of all aspects of the Project, including the budget, work specifications, a project pro forma statement and a relevant timeframe for completion. Any disbursement of funds which does not conform to the Demolition Plan must receive the prior written approval of the Land Bank.

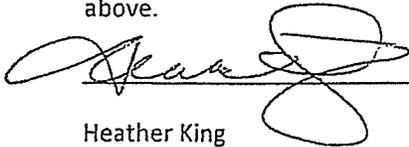
5. **Project Financing.** The Land Bank shall, in the first instance, advance all necessary construction fees, costs and expenses for the completion of each Project and the City shall not be responsible for any such construction fees, costs and expenses.
6. **General Contractors.** The City shall serve as the construction project manager and shall be responsible for managing the day-to-day activities of the Demolition plan. The Land Bank and the City shall ensure that all contractors and their respective subcontractors hired to complete the Projects (collectively "Contractors") meet the criteria and have received proper approval as set forth in the Grantee Agreement and that each written agreement with the Contractors conforms to the requirements for each contracts contained in the Grantee Agreement. In addition, the City shall ensure that the Contractors each carry Insurance protecting the City, the Land Bank and the OAG against loss of losses from liabilities imposed by law or assumed in any written contract and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000.00 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$100,000.00 per accident or occurrence on account of damage to the Property of others. The City and Land Bank and the OAG shall be named as additional insureds, on a primary basis, under such insurance coverage and the City agrees to cause each Contractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor commencing work on a Project. The City shall also ensure that each Contractor provides proof of all other insurance coverage which may be required by the Grantee Agreement including, but not limited to, worker's compensation insurance.
7. **Indemnification by the City.** To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the Land Bank and the Land Bank's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from third party claims arising out of: (a) any failure of the City to perform any of its obligations hereunder or (b) any malfeasance, misfeasance, nonfeasance or negligence or willful misconduct of the City, its agents or employees.
8. **Sale of Property.** Upon the completion of the Demolition Plan, the City agrees to transfer all properties to the Land Bank.
9. **Termination at Will.** This Agreement may be terminated by either party for any reason or for no reason upon the giving of written notice to the other of such termination. The parties shall work with each other in good faith during such notice period for the purpose of completing their respective obligations hereunder, including the completion of any Property renovations in progress at the time of such notice of termination or the return of such unfinished Projects to the Land Bank in accordance herewith.

10. **Special Obligation.** Notwithstanding any other provision of this Agreement, it is understood and agreed by the City that in the performance of the agreements of the Land Bank herein contained and any obligation that the Land Bank may incur for the payment of money shall not constitute, create or give rise to a general pecuniary liability of the Land Bank, but any such obligation so incurred shall be special obligation of the Land Bank and shall be payable solely out of the Funds actually received by the Land Bank from the OAG specifically designated for the Projects.

11. **Miscellaneous.**

- a. The waiver by each party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- b. This Agreement may not be assigned by either party.
- c. This Agreement is binding upon and inures to the benefits of the parties, their respective successors.
- d. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- e. This is the entire agreement between the Land Bank and the City as to the subject matter hereof and supersedes any agreement heretofore entered into.
- f. This agreement may be amended only by a writing signed by the Land Bank and the City.
- g. The parties agree to submit to the jurisdiction of the Courts of Rensselaer County, State of New York for the resolution of any actions commenced in the enforcement of this agreement.
- h. This Agreement shall be governed by the laws of the State of New York.
- i. Headings of sections are for convenience of reference only, and shall not be construed as a party of this Agreement, or as limiting or defining the scope of any section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.



Heather King
Acting Agent
Troy Community Land Bank Corporation
433 River Street, Suite 5000
Troy, New York 12180

Date: 4/20/2016

_____ Date: _____

City of Troy
433 River Street, Suite 5000
Troy, New York 12180

SCHEDULE A

- 47 Glen Avenue
- 3 Cragin Avenue
- 16 Cragin Avenue
- 791 River St (Partial Rear Demo)
- 790 River St (Partial Rear Demo)
- 102 W. Glen Ave
- 326 1st Street
- 1029 6th Ave
- 76 Tyler Street
- 2518 5th Ave
- 186 Hill St



LAND BANK GRANTEE AGREEMENT

Troy Community Land Bank
M 101121

ERIC T. SCHNEIDERMAN
Attorney General

NYS Office of the Attorney General
<http://www.ag.ny.gov>

ARTICLE I
BACKGROUND

WHEREAS the State of New York Office of the Attorney General (the "OAG") joined with other State Attorneys General and the federal government in securing a settlement from various financial institutions because of their improper foreclosure and loan serving practices (the "National Mortgage Settlement");

WHEREAS the OAG has determined to award grants to qualified Land Banks established under New York State Law from a portion of the funds it has recovered on behalf of New Yorkers from the National Mortgage Settlement;

WHEREAS the OAG issued a Request for Applications ("RFA") to identify Land Banks (the "Land Bank Grantees") within New York State that are working to combat blight resulting from the foreclosure crisis, which formed the basis of the National Mortgage Settlement, and whereas the OAG is entering into contracts with those Land Bank Grantees who were selected through that process beginning in the fall of 2014;

WHEREAS the Land Bank Grantees will advance the New York Attorney General's continuing efforts to address threats to home ownership and community stabilization precipitated by the mortgage crisis as part of the OAG's Community Revitalization Initiative- Round 2 ("CRI Program") which aims to foster the stabilization of neighborhoods across the State; and

WHEREAS the OAG has awarded the Troy Community Land Bank (the "Grantee") one million, two hundred and fifty-seven thousand, seven hundred and forty-eight, and 00/100 dollars (\$1,257,748) (the "Grant") for an initial contract term as described herein to carry out community revitalization activities in Albany County as described in the Grantee Application for Community Revitalization Initiative Funds: Round 2 (the "Application") which will advance the OAG's CRI Program (the "Project");

NOW THEREFORE, in furtherance of the CRI Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

ARTICLE II
PARTIES TO AGREEMENT

- A. This Land Bank Grantee Agreement (the "Agreement") is between the OAG and the Grantee.
- B. The Grantee is a not-for-profit entity, created under Article 16 of the New York Not for Profit Corporation Law, which is defined as a Type-C not-for-profit corporation, and was created by a foreclosing governmental unit or units (defined as a taxing district of a city, town, village or

county) and is in good standing and currently provides, or has the demonstrated capacity to provide, community revitalization efforts under the CRI Program as described in this Agreement.

- C. The person(s) who will be the point of contact and to whom issues related to the administration of this Agreement will be directed on behalf of the OAG shall be Dina Levy, Special Assistant to the Attorney General, and any successors in this position, in conjunction with the Budget & Fiscal Management Bureau, at the Office of the Attorney General, State Capitol, Albany, NY, 12224.
- D. The person in charge of administering this Agreement on behalf of the Grantee shall be Monica Kurzejeski, as acting Executive Director of the Troy Community Land Bank, 433 River Street, 5th Floor, Troy, NY 12180 or any successor in this position.
- E. Any notice provided by this Agreement shall be addressed by a party to the person administering this Agreement on behalf of the other party at the address noted, or at such new address of which notice may be given, and sent by next day mail such as Federal Express, Airborne, U.P.S. or U.S. Express Mail.

ARTICLE III CONTRACT TERM

The term of this Agreement shall be for 24 months and shall commence on January 1, 2015 and terminate on December 31, 2016 (the "Term"). This Agreement may be renewed or extended at the sole discretion of the OAG. The OAG will notify the Grantee at least sixty (60) calendar days prior to the end of the Term regarding a decision to extend the Term.

ARTICLE IV CRI PROJECT MANAGER

- A. The Grantee acknowledges that the OAG has contracted with Enterprise Community Partners, a Maryland non-stock, nonprofit corporation ("Enterprise") to serve as the CRI Project Manager (the "Project Manager") to assist the OAG in Grant administration, oversight and monitoring of the CRI Program. For the avoidance of doubt, nothing in this Agreement shall in any way be construed to constitute Enterprise as an agent, representative or contractor of the Grantee.
- B. The Grantee agrees to carry out the Program Responsibilities (as defined in Article V of this Agreement) described in the scope of work set forth in Attachment II (the "Scope of Work") and the budget set forth in Attachment III (the "Program Budget"), and to execute the goals and provisions of this Agreement in a coordinated effort directed by the OAG in conjunction with the Project Manager.
- C. Any information provided to the Project Manager by the Grantee must also be provided to the OAG upon request.

ARTICLE V PROGRAM RESPONSIBILITIES

- A. The Grantee agrees to meet all goals and responsibilities contained in this Agreement, including those identified in the Scope of Work (collectively, the "Program Responsibilities").
- B. General Responsibility.

- i. The Grantee shall at all times during the Term remain responsible. The Grantee agrees, if requested by the Project Manager or the OAG, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
 - ii. For purposes of this Agreement, "responsibility" of the Grantee generally means that the Grantee has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Agreement fully. In connection herewith, to the extent that the Project Manager and the OAG may make certain determinations with respect to Grantee responsibility, wherein the Project Manager and the OAG determine whether they have reasonable assurances that a Grantee is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Grantee and the OAG against failed contracts. In making such a responsibility determination, the OAG shall evaluate the Grantee's responsibility with respect to four factors: (a) financial and organizational capacity; (b) legal authority to do business in New York State; (c) integrity; and (d) previous performance.
- C. The Grantee agrees to comply with all reporting requirements directed by the OAG in conjunction with the Project Manager as described herein and in Attachment IV (the "Quarterly Payment Requisition Checklist") as amended from time to time by the OAG or the Project Manager.
- D. The Grantee agrees to work with the Project Manager to carry out program evaluations, including programmatic and financial audits, to ensure that the Grant activities are being carried out in accordance with this Agreement. The Grantee will also incorporate reasonable suggestions made by the Project Manager to correct deficiencies or improve program services. The Grantee acknowledges that program evaluations will include an assessment of performance of all Program Responsibilities, including but not limited to those detailed in the Scope of Work.
- E. The OAG and its designees, including the Project Manager, reserve the right to observe and/or inspect the activities, methodologies and materials related to the work performed as prescribed by this Agreement. If the OAG does not approve of, or poses an objection to, any activity, method or materials, the OAG shall provide written notice to the Grantee of any such issue, together with reasonable detail of the concerns, and the Grantee shall have an opportunity to correct any such activity or method or replace such materials as promptly as practicable.
- F. Notification of Significant Occurrences.
 - i. If any specific event or conjunction of circumstances threatens the successful completion of the Project, in whole or in part, including where relevant, timely completion of the activities/deliverables (as described in the Program Budget, the "Deliverables") or other requirements, the Grantee agrees to submit to the Project Manager and the OAG within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
 - ii. The Grantee shall immediately notify in writing the Project Manager and the OAG of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Grantee or any Subcontractor (as defined in Article VI, Section B) funded through this Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Grantee; or other matters of a similarly serious nature.

- G. The Grantee shall provide to the OAG updates to the Vendor Responsibility Questionnaire (the "Questionnaire") (submitted as part of the Application) if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
- H. The Grantee shall, in addition, promptly report to the OAG the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Grantee's business. Such report shall be made within five (5) business days following the Grantee becoming aware of such events, investigation, or audit.
- I. The Grantee agrees to comply with the requirements set forth in Attachment VII for all Subcontractors hired to undertake any construction, demolition and/or rehabilitation activity funded in connection with this Agreement.

ARTICLE VI
ORGANIZATIONAL CAPACITY AND SUBCONTRACTING

- A. The Grantee represents that it currently possesses or will obtain all expertise and personnel necessary to undertake and execute the Scope of Work in a manner that is satisfactory to the OAG. The Grantee agrees to immediately report changes in staff funded by this Grant to the OAG or its Project Manager.
- B. The Grantee must demonstrate to the OAG and its Project Manager that it has reviewed the financial and performance background of any contractor, subcontractor, consultant or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to as "Subcontractor(s)").
- C. The Grantee shall incorporate by reference into any of its Subcontracts the Subcontractor performance obligations under this Agreement and any and all applicable sections, subsections or attachments including, without limitation, the New York State Office of the Attorney General Appendix A - Standard Clauses for Grants.
- D. The OAG reserves the right, in its sole discretion, to approve or require the removal of any Subcontractor selected by the Grantee to provide services funded by this Grant. In furtherance of this Section VI(C), the OAG may consider such Subcontractor's experience, size, staff capacity, reputation and any other factors that the OAG deems appropriate.
- E. Nothing in this Agreement shall create an independent right of action by a Subcontractor or any third-party contractor against the OAG or the State of New York, nor provide such Subcontractor or third-party contractor with beneficiary status with respect to the OAG or the State of New York. Furthermore, nothing in this Agreement shall create an independent right of action by the Grantee against any contractor of the OAG or the State of New York. The parties acknowledge that no contractual relationship shall be deemed to exist between any Subcontractor or third-party contractor and the OAG or the State of New York.
- F. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors. The Grantee agrees not to enter into any Subcontracts, or revisions to Subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the Project Manager, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Grantee to enter into the Subcontract. All agreements between the Grantee and Subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such Subcontracts shall contain provisions for specifying (1) that the work performed by the Subcontractor must be in accordance with the terms of this Agreement, (2) that nothing contained in the Subcontract shall

impair the rights of the OAG under this Agreement, and (3) that nothing contained in the Subcontract, nor under this Agreement, shall be deemed to create any contractual relationship between the Subcontractor and the OAG. In addition, Subcontracts shall contain any other provisions which are required to be included in Subcontracts pursuant to the terms herein.

- G. Prior to executing a Subcontract, the Grantee agrees to require the Subcontractor to provide to the Project Manager the information the OAG needs to determine whether a proposed Subcontractor is a responsible vendor.
- H. At least one month prior to the expected start of the start of any demolition, construction, or rehabilitation, the Grantee shall submit to the Project Manager a package of all relevant due diligence, including appraisals, market studies, environmental reports, financial pro-formas (including estimated affordability levels at completion), and information on development team capacity.
- I. When a Subcontract is executed, the Grantee must provide detailed Subcontract information (a copy of the Subcontract will suffice) to the Project Manager within fifteen (15) calendar days after execution. The OAG may request from the Grantee copies of subcontracts between a Subcontractor and its subcontractor.

ARTICLE VII COMPENSATION

- A. The Grantee will awarded a total of one million, two hundred and fifty-seven thousand, seven hundred and forty-eight 00/100 dollars (\$1,257,748) under this contract. The Grantee will be compensated in quarterly installments. The first installment which will be awarded upon execution of this Agreement and upon approval of draw request approved by the Project Manager will be in the amount of Eleven thousand, two hundred and fifty and 00/100 Dollars (\$11,250), which is based on the Grantee's Program Budget. Each subsequent quarterly payment will be tendered once the Project Manager has received and reviewed the items listed in the Quarterly Payment Requisition Checklist and recommended to the OAG that payment be made. The payments shall be based on the estimated needs for the upcoming quarter as stated in the Project Budget, and which will factor in adjustments made for unspent funds or unmet Deliverables from the prior quarter. Each quarterly payment must be within ten percent (10%) of the estimate provided in the Program Budget for that quarter. Each payment subsequent to the first shall be made to the Grantee within thirty (30) calendar days following the Project Manager's receipt and approval of all required program, financial and data reports as described in Article VIII of this Agreement. Payments will be tendered to Grantee upon a finding by the OAG, in its sole discretion and based on the Project Manager's recommendation, that the Grantee has substantially complied with the reporting requirements enumerated in Article VIII and the schedule of Deliverables as laid out in the Program Budget.
- B. The Grantee shall meet the audit requirements specified by the OAG.

ARTICLE VIII RECORDS AND REPORTING

- A. The Grantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence pertinent to performance under this Agreement (collectively the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter (the "Oversight Term"). The OAG and its agents,

including but not limited to, any audit or accounting firm and any other person or entity authorized to conduct an examination or review including the Project Manager, shall have access to the Records during normal business hours at the Grantee's office within the State of New York during the Oversight Term for the purposes of inspection, review, auditing and copying. The OAG shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (1) the Grantee shall timely inform the OAG, in writing, that all or part of the Records should not be disclosed; (2) the Records shall be sufficiently identified; and (3) the OAG determines that designation of all or part of the Records as exempt under the Statute is reasonable and not otherwise inconsistent with law. Nothing contained herein shall diminish, or in any way adversely affect, the OAG or the State of New York's right to discovery in any pending or future litigation.

- B. The Grantee will submit a final report which is due to the Project Manager within thirty (30) calendar days following the end of the Term. The report shall contain a financial report of expenses incurred during the prior quarter, as well as narrative description of the activities /deliverables achieved over the full Term. A specific format for the final report will be provided to Grantee by the Project Manager. In addition to the Final Report, the Grantee is expected to submit the items described in the Quarterly Payment Requisition Checklist (as amended by the OAG or the Project Manager) to the Project Manager on a quarterly basis.
- C. The Grantee shall retain and be prepared to provide the following records should they be requested by the OAG at any time during the Oversight Term:
 - i. Personnel/fringe charges verified with payroll records. Copies of payroll records from the contract start date must identify the individuals and positions supported by the Grant. Salaries that are compensated by Grant funds, in whole or in part according to approved semi-annual cash flow plans (or approved substitutions by the OAG), must be consistent with personnel item titles that were stated in budget summaries.
 - ii. Supporting documentation for all non-salary expenditures. All expenses charged to the Grant must be recorded on a quarterly expenditure report and organized separately by budget categories. The Grantee shall retain these documents for a period of six years followed the termination of this Grant and furnished upon request by OAG.
- D. To ensure compliance with this Agreement, the OAG and the Project Manager have discretion to request additional reports or information at any time during the Oversight Term. Any notices, reports, or other communications referred to or made pursuant to this Agreement shall be sent to: the Project Manager, OAG CRI Program, at Enterprise Community Partners, 1 Whitehall Street, #11, New York, NY 10004.
- E. To be considered for any future year funding awards under the CRI Program, the Grantee must have completed all reporting requirements contained herein.

ARTICLE IX
CONFIDENTIALITY

- A. The Grantee and all Subcontractors shall neither cause nor permit any of the confidential information compiled by or provided to the Grantee in the scope of its work under this Agreement to be communicated, released, disseminated, distributed, published or otherwise made available in any written or non-written form to any person or entity other than the OAG without the prior written consent of the OAG, except as required by court order or under applicable law.
- B. The Grantee and all Subcontractors shall use the confidential information compiled by or provided to the Grantee in connection with this Agreement only for the performance of the Scope of Work

described in this Agreement and not for any other purpose. The Grantee and all Subcontractors will exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Grantee in the scope of its work under this Agreement.

ARTICLE X USE OF INFORMATION

- A. The Grantee grants the Project Manager the right to use the data and information provided to them by the Grantee for purposes deemed appropriate by the OAG and the Project Manager, subject to ensuring that private and confidential information is protected. The Grantee acknowledges that the OAG has the right to use any of the data and information acquired as a result of participation in the OAG CRI Program.
- B. All reports and materials, whether printed or electronic, including but not limited to all academic materials and/or education and outreach materials created with CRI Program funding, must be endorsed with the following language: "Funded through the New York State Attorney General Community Revitalization Initiative" and include the OAG logo.
- C. Unless the OAG designates otherwise in writing, all information or data and all other documents generated or collected by the Grantee and solely related to the scope of its work under this Agreement shall be deemed to be the property of the State of New York. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made other than for the purposes identified in this Agreement without permission of the OAG. Consistent with these provisions, the Grantee shall have the right to keep and use all copies of its work product.

ARTICLE XI REPRESENTATIONS, WARRANTIES AND COVENANTS

- A. The Grantee represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. The Grantee acknowledges that the OAG and the Project Manager reserve the right to implement additional construction, demolition and rehabilitation guidelines and/or requirements relating to the Grantee, its Subcontractors, due diligence and quality control processes during the term of this Agreement, provided that such changes will not unreasonably interfere with construction, demolition, or rehabilitation projects on which work has already commenced. The Grantee will use its best efforts to meet Enterprise Green Communities criteria: <http://www.enterprisecommunity.com/servlet/servlet.FileDownload?file=00Pa000000FxwvNEAR>.
- B. The Grantee represents, warrants and covenants that it shall make available to the Project Manager, and to the OAG upon request, copies of all signed contracts, Subcontractor purchase orders and plans and specifications applicable to any such construction, demolition or rehabilitation work, along with a statement of any Subcontractor's qualifications, as applicable.
- C. The Grantee represents, warrants and covenants that it shall comply with all applicable federal and state laws, rules and regulations which are in effect or become effective during the term of this Agreement including, but not limited to, the New York State Governmental Accountability, Audit and Internal Control Act of 1987.

- D. The Grantee represents, warrants and covenants that it shall comply with its ethics policy (the "Ethics Policy") in order to ensure against practices including, but not limited to, self-dealing, and that is substantively similar to the requirements of Public Officers Law Sections 73, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State, including applicable procurement rules.
- E. The Grantee represents, warrants and covenants that it has ,or will establish, a privacy policy within 60 days of execution of this contract for protecting the confidentiality of personally identifiable information or "private information" that, at a minimum: (1) restricts the use and/or disclosure of "private information" to the purpose for which it was obtained; (2) requires the person's consent for other uses or disclosures; (3) limits access to "private information" to those employees with a need to fulfill the purpose for which it was obtained; and (4) provides adequate precautions to ensure administrative and physical security of "private information."
- F. The Grantee represents, warrants and covenants that it shall: (1) comply with all applicable federal, state, and local laws relating to non-discrimination in employment; (2) not discriminate against any individual who receives or applies for services on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, alien status, or citizenship; and (3) forward to the OAG a copy of any finding by a court or administrative agency that it has violated any federal, state, or local law relating to non-discrimination.
- G. The Grantee represents, warrants and covenants that it shall: (1) comply with all applicable federal, state, and local labor and employment laws and regulations; and (2) forward to the OAG a copy of any finding by a court or administrative agency that it has violated any federal, state, or local law or regulation relating to labor or employment.
- H. The Grantee represents, warrants and covenants that it shall comply with the New York State Information Security Breach & Notification Act, the New York State Information Technology Policies and Standards, including IT Policy NYS-P08-005, and provisions of the Gramm-Leach-Bliley Act (P.L. 106-102).
- I. The Grantee represents, warrants and covenants that any services provided pursuant to this Agreement shall be secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- J. The Grantee represents, warrants and covenants that any foreclosed upon or blighted residential property acquired or developed with OAG funds must be purchased at a price that does not exceed the current value of the site, based on an independent appraisal or Broker Price Opinion, assuming that all outstanding tax liens are forgiven.
- K. The Grantee represents, warrants and covenants that, notwithstanding any provision of the RFA or of resultant OAG contracts, all community development projects undertaken with OAG funds under this program must demonstrate to the OAG, or its designee, satisfactory completion of an environmental review in compliance with the scope and limitations of ASTM Practice E 1527-05 Phase I Environmental Site Assessment standard prior to the release of OAG funds for the project. For single family properties not adjacent to uses that may have an environmental impact, a National Environmental Policy Act (NEPA) review in accordance with HUD Environmental Standards, in particular a review of toxic or hazardous substances and radioactive materials in similar scope to HUD Notice 79-33, and a review of siting for HUD-Assisted Projects near Hazardous Operations, pursuant to 24 CFR 51 C, will be accepted in lieu of a Phase I Environmental Site Assessment. The Grantee agrees that the release of Grant funds by the OAG for projects funded under the Agreement will be conditioned on a determination by the OAG or its designee to proceed with, modify or cancel the project based on the results of a subsequent

environmental review. The Grantee may be required to contract for environmental consulting services to provide the information required, which shall be an eligible project cost.

- L. Grantees who receive funding under this initiative and whose work involves the alteration of real property, including but not limited to, construction, demolition, rehabilitation, or remediation, must demonstrate that they have performed a review, satisfactory to the State Historic Preservation Office (SHPO) to ensure the subject property is not currently designated, and/or is not eligible for designation on the State Register of Historic Places established pursuant to article 14 of the Parks, Recreation and Historic Preservation Law and its implementing regulations at 9 NYCRR §§ 426-429. Grantees must obtain a statement of "no adverse impact" from SHPO before proceeding with any of the aforementioned activities.
- M. The Grantee represents, warrants and covenants that the price for selling homes financed with Grant funds will not exceed the cost to acquire and redevelop/rehabilitate the home plus an administrative fee and related costs. Unless Grantee's other sources of funding include an affordability requirement, a minimum of 80% of units in Grantee's project must serve residents with incomes at 120% AMI or below; this restriction applies for at least five years from the initial date of occupancy. The Grantee shall incorporate this restriction into those deeds transferring any real property benefiting from this Agreement; the Grantee will obtain written approval the proposed restrictive covenants from the Project Manager prior to the use thereof.
- N. The Grantee represents, warrants and covenants that:
 - i. it, and its Subcontractors, will maintain all industry standard insurance, as deemed appropriate by the Project Manager, throughout the duration of this Agreement; and that
 - ii. neither it nor any of its Subcontractors will engage in any construction, demolition or rehabilitation in connection with this Agreement without having first provided all those items listed in Attachment VI (the "Due Diligence Checklist") to the Project Manager and the OAG.
- O. The Grantee represents, warrants and covenants that, prior to disposition, it will address any lien or encumbrance of any variety on any real property benefiting from the Grant governed by this Agreement.

ARTICLE XII INDEMNIFICATION

- A. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors.
- B. The Grantee shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee or its Subcontractors pursuant to this Agreement. The Grantee shall indemnify and hold harmless the OAG and the State of New York and their officers and employees from any claims, suits, actions, damages, and costs of every nature arising out of the provision of services pursuant to this Agreement by the Grantee or its Subcontractors.
- C. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the OAG or the State of New York, nor make any claim, demand or application to or for any right based upon any different status.

ARTICLE XIII CONFLICTS OF INTEREST

- A. The Grantee and the officers and directors of the Grantee warrant and represent that they do not currently have and shall not during the term of this Agreement acquire any direct or indirect financial interest which would or could directly or indirectly conflict in any manner or degree with the performance of the terms and conditions of this Agreement.
- B. The Grantee and the officers and directors of the Grantee warrant and represent that they do not currently have, and shall not during the term of this Agreement enter into or become subject to, any direct or indirect obligation or duty which would or could directly or indirectly conflict in any manner with the performance of their obligations under this Agreement.
- C. No officer, agent, employee or representative of the OAG has received or shall receive any payment or other consideration for the making of this Agreement or has or shall have any interest, directly or indirectly in this Agreement or the proceeds thereof.
- D. The Grantee will not hire any persons with direct relationships to the OAG.
- E. The Grantee will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contained in this Agreement.

ARTICLE XIV
POLITICAL ACTIVITY/LOBBYING

The Grantee shall not engage in any partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes, or for any activities that may influence legislation, regulation or rule making.

ARTICLE XV
DEFAULTS AND REMEDIES

- A. A default will consist of:
 - i. any use of Grant funds for any purpose other than activities related to the Scope of Work, the Program Budget and the services to be performed by the Grantee and the Subcontractors;
 - ii. any breach of any covenant, agreement, provision, representation or warranty of the Grantee made in either this Agreement or any agreement entered into by the Grantee in connection with the Project that is not cured under the terms and time periods allowed in the respective agreement;
 - iii. the failure to perform in accordance with the Scope of Work and the Program Budget; and
 - iv. a failure by the Grantee to commence, to the satisfaction of the OAG, work under this Agreement within ninety (90) calendar days of the date first set forth herein and to undertake sufficient work to obligate all Grant funds within the term of this Agreement or in an amended schedule approved by the OAG; and failure to progress with the work in accordance with the schedules required hereby unless the Grantee can demonstrate, to the satisfaction of the OAG, good cause why the time period should be extended so that such event will not be deemed a default.

- B. Upon the occurrence of any breach of this Agreement, the OAG may reduce or recapture the Grant , or take other appropriate action. For purposes of this section, "other appropriate action" means any remedial action legally available, including, without limitation, demanding in writing that the Grantee reimburse the OAG in the amount of any Grant funds used for ineligible costs, bringing affirmative litigation, such as suits for declaratory judgment, specific performance, temporary or permanent injunctions and any other available remedies. In the event that the OAG makes such a determination, then the Grantee will deliver to the OAG certified, true copies of all documents in its possession relevant to the breach, including but not limited to, any construction agreements, loan documents and any other related documents that the OAG may reasonably require.
- C. In addition to any other rights or remedies, if a default under this Agreement consists of the Grantee's failure to timely submit the supporting materials described in the Quarterly Payment Requisition Checklist for a specific Deliverable, the OAG will have the right to terminate the award of Grant funds for said Deliverable via delivery of written notice to the Grantee. Upon such termination, all obligations of the OAG with respect to said Deliverable will cease and the Grantee will neither have nor retain any rights whatsoever with respect to the Grant funds to have been provided under this Agreement for said Deliverable.
- D. The obligations of the Grantee and the rights and remedies available to the OAG in the event of a suspension or termination of this Agreement will survive such suspension or termination.

ARTICLE XVI
TERMINATION

- A. The Grantee acknowledges the obligation of the OAG and the Project Manager to ensure that the Grant funds are spent in a manner consistent with this Agreement and in a manner consistent with the goals and objectives stated in the Request for Applications CRI RFA 13-001.
- B. The OAG may terminate this Agreement for any reason upon sixty (60) calendar days prior written notice to the Grantee or upon written notice for cause as set forth below.
- C. If at any time the OAG believes the Grantee is not in compliance with any provision of this Agreement, the OAG shall give the Grantee ten (10) business days written notice describing the alleged non-compliance with sufficient specificity to enable the Grantee to cease and correct the alleged non-compliance; provided that no such notice shall be required where the OAG believes that the non-compliance consists, in whole or in part, of fraud, illegal conduct, or gross negligence.
- D. If the Grantee shall: (1) fail to provide requested access, information or reports; (2) use any part of the Grant for a purpose not authorized by this Agreement; or (3) fail (after notice and opportunity to cure) to meet any of its obligations under this Agreement, the OAG shall have the right to take any action it deems necessary to safeguard the CRI Program funds including, but not limited to, removing the Grantee as an approved recipient of the CRI Program funds and demanding full reimbursement of the funds granted by this Agreement.
- E. Upon receipt of notice of termination, the Grantee shall immediately cease to perform the services pursuant to the Agreement, unless otherwise advised by the OAG, and agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without the approval by the OAG. The Grantee as soon as possible, and in no case longer than ten (10) business days from the notice of termination, shall assemble all files and materials in all forms that have been prepared, developed, furnished or obtained under the terms of this Agreement that are in its possession or custody and shall transmit the same in good order to the OAG.

- F. In no event shall the OAG be liable for expenses and obligations arising from this Agreement after the termination date, unless expressly modified in writing and executed to both parties.
- G. In the event that any legal action is taken by the OAG to enforce its rights and/or the obligations of the Grantee hereunder, there shall be added to the amount due from the Grantee the reasonable costs incurred or paid by the OAG, including the attorneys' fees and legal expenses, in taking such legal action.

ARTICLE XVII
SEVERABILITY

If this Agreement contains any unlawful provision which is not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making hereof, the same shall be deemed of no force and effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of this Agreement.

ARTICLE XVIII
IRAN DIVESTMENT ACT

- A. By entering into this Agreement, the Grantee certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Agreement any subcontractor that is identified on the Prohibited Entities List.
- B. The Grantee agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Grant is renewed or extended. The Grantee also agrees that any proposed assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before the OAG may approve a request for assignment of Agreement.
- C. During the term of the Agreement, should the OAG receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the OAG will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) calendar days after the determination of such violation, then the OAG shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Grantee in default.
- D. The OAG reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with the Grantee should it appear on the Prohibited Entities List hereafter.

ARTICLE XIX
MISCELLANEOUS

- C. The waiver of a term or condition by any party shall not (i) entitle the other party to any future waivers of the same or different terms or conditions, (ii) impose any duties, obligations or responsibilities on the party not already in this Agreement, as amended, modified or superseded, or (iii) subject the parties to any actions.

- D. The Grantee shall not engage in any public information events, including media events with respect to this Agreement or the Scope of Work provided under this Agreement unless authorized to do so by the OAG or its representative which authorization shall not be unreasonably denied. The Grantee shall not speak on behalf of the OAG. All such inquiries from the public, press or government officials shall be referred to the OAG. Notwithstanding the foregoing, the Grantee may refer to and describe this Agreement and the services performed hereunder in its annual reports and information provided to its funders.
- E. The Grantee personnel shall be available to the OAG without charge and on a reasonable basis to answer questions as to matters pertaining to this Agreement. Under no circumstances shall the Grantee possess or retain a lien on any papers or materials obtained or developed in connection with this Agreement, except that the Grantee shall have the right to keep and use all copies of its work product, consistent with the conditions and terms of this Agreement including what is contained in Article X – Use of Information.
- F. Nothing in this Agreement shall limit or impede the OAG's rights or remedies.
- G. The entire understanding of the commitments, rights and responsibilities of the parties is contained in this Agreement together with any attachments and/or exhibits. To the extent there is any inconsistency among this Agreement and any of the attachments and/or exhibits attached hereto, conflicts shall be resolved in the following order of precedence:
- i. New York State Office of the Attorney General – Appendix A – Standard Clauses for Grants;
 - ii. Attachment I, the Application;
 - iii. Attachment II, Scope of Work;
 - iv. Attachment III, Program Budget;
 - v. Attachment IV, Quarterly Payment Requisition Checklist (collectively with Appendix A, Attachment I, Attachment II, Attachment III, Attachment IV and Attachment V, the “Attachments”);
 - vi. The body of this Agreement; and
 - vii. Attachment V, the Request for Applications.
- H. This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- I. All headings herein are intended solely for the purposes of identification, and if a conflict between a heading and the text of this Agreement exists, then the text shall take precedence and the heading shall be deemed to be deleted from this Agreement.
- J. Waiver by the OAG of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until the same be agreed to in writing and executed and acknowledged by the parties hereto.
- K. Claims and Actions.
- i. No claim whatsoever shall be made by the Grantee, its heirs, administrators, executors, successors or assigns against any officer, agent or employee of the OAG for, or on account of, anything done or omitted to be done in connection with this Agreement.
 - ii. If any action is brought against the OAG and the action relates in any way to this Agreement and the OAG and the Grantee are not adverse parties in that action, then

the Grantee shall diligently render to the OAG without additional compensation, any and all assistance which the OAG may require.

- L. This Agreement shall be binding upon the Grantee, and upon the Grantee's heirs, administrators, executors, assigns and any court appointed receiver or administrator.
- M. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior writings, or agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby. No alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.
- N. All Attachments to this Agreement are incorporated and made a part hereof.

[No further text. Signature page to follow.]



ERIC T. SCHNEIDERMAN
Attorney General Ge

ACCEPTED AND AGREED TO BY:

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

JEANETTE MOY

Chief Operating Officer
NYS Office of the Attorney General
120 Broadway - 25th Floor
New York, NY 10271
212-416-6303

Signature: _____

Date: _____

AND

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this Grant on behalf of the Grantee to obligate the Grantee to observe all of the terms and conditions placed on this Grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all agreements, representations, receipts, reports and other instruments of every kind. This Grant is not valid until signed and dated by the OAG or delegate and shall be deemed to be in full force and effect for the term of the contract specified herein.

Troy Community Land Bank Corporation
Organization Name

Monica K. Kurzejeski
Authorized Representative's Name (printed)

Acting Executive Director
Authorized Representative's Title

Monica K. Kurzejeski
Authorized Representative's Name (signature)

Subscribed and sworn before me this 10th day of April 2015

Denee Zeigler
Notary Public Seal or Signature

DENE C ZEIGLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 012E6299354
Qualified in Rensselaer County
My Commission Expires March 24, 2018

LIST OF EXHIBITS

- Appendix A – Standard Clauses for Grants;
- Attachment I – Grantee Application for Community Revitalization Initiative Funds: Round 2
- Attachment II – Scope of Work;
- Attachment III – Program Budget; and
- Attachment IV – Quarterly Payment Requisition Checklist
- Attachment V – Request for Applications
- Attachment VI - Land Bank Grantee Due Diligence Checklist
- Attachment VII - Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors

TROY CITY COUNCIL
VOTING RECORD

Resolution No. 49
Ordinance No. _____
Local Law No. _____

Meeting: Regular
Date: Thursday, June 2, 2016 7:00 pm

Introduced by Mantello

Motion by Sullivan-Teta
Seconded by Kopka

	Res/Ord/ Local Law		Table		Amend	
	Yes	No	Yes	No	Yes	No
Council Member Gulli	___	___	___	___	___	___
Council Member McGrath	___	___	___	___	___	___
Council Member Bodnar	___	___	___	___	___	___
Council Member Doherty	<u>ABSENT</u>		___	___	___	___
Council Member Kopka	___	___	___	___	___	___
Council Member Donohue	___	___	___	___	___	___
Council Member Sullivan-Teta	___	___	___	___	___	___
Council Member Ashe-McPherson	___	___	___	___	___	___
Council President Mantello	___	___	___	___	___	___

Res/Ord/Local Law
AYES 8
NOES 0

Motion to Table
By _____
2nd _____
AYES _____
NOES _____

Motion to Amend
By _____
2nd _____
AYES _____
NOES _____

NOTES:

SCHEDULE A
Special Grants Fund Budget Amendment

Special Grants Fund
September 2016 Budget Amendments

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Revenues			
Gifts & Donations - Demolition Of Unsafe Buildings CD.1000.2705.80008.8315	-	500,000.00	500,000.00
Net Change	-	500,000.00	500,000.00
Expenditures			
Demolition Of Unsafe Buildings CD.2016.0200.8000.8315	-	500,000.00	500,000.00
Net Change	-	500,000.00	500,000.00

* or as previously revised
AMP

SCHEDULE A
Special Grants Fund Budget Amendment

Special Grants Fund
September 2016 Budget Amendments

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
Revenues			
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Expenditures			
Demolition Of Unsafe Buildings CD.2016.0200.8000.8315	-	500,000.00	500,000.00
Net Change	-	500,000.00	500,000.00

* or as previously revised
AMP

RESOLUTION AUTHORIZING ISSUANCE OF A COMMERCIAL LESSOR'S BINGO LICENSE TO BINGO GREEN, INC., D/B/A "TROY ATRIUM BINGO"

WHEREAS, Troy Atrium Bingo D.B.A. Bingo Green Inc., has, pursuant to the General Municipal Law, filed an application asking that the City issue a commercial lessor's Bingo license; and

WHEREAS, it appears that Troy Atrium Bingo, has satisfied all the requirements to have a commercial lessor's bingo license issued to it.

NOW THEREFORE, IT IS DETERMINED THAT, there exists a public need, and public advantage will be served by the issuance of a commercial lessor's bingo license to said licensee; and

IT IS FURTHER RESOLVED, that the City Clerk of the City of Troy on behalf of the City Council of the City of Troy shall issue a commercial lessor's bingo license to Troy Atrium Bingo, permitting it to lease space to qualified organizations to conduct bingo games within the City of Troy, as more particularly set forth in its application file requesting such a license issue, all in compliance with and under the restrictions contained in the General Municipal Law of the State of New York; and

IT IS FURTHER RESOLVED, that said license shall be valid for a period of not more than one year from the date of its first issuance; and

IT IS FURTHER RESOLVED, that if at the end of the licensed period Troy Atrium Bingo. shall decide to apply for a renewal of its license, said renewal application shall come before the City Council for renewal and shall not be issued merely upon the approval of the City Bingo Inspector.

Approved as to form, August 29, 2016

Kevin P. Glasheen, Esq. Corporation Counsel

**RESOLUTION RESCINDING THE APPOINTMENT OF COMMISSIONERS OF DEEDS FOR THE
CITY OF TROY**

BE IT RESOLVED, that the City Council hereby rescinds the appointment of the following person, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two-year term,

Patrick A. Russo – 07/07/16-07/07/18
52 Defreest Avenue
Troy, New York 12180

Approved as to form, August 30, 2016

Kevin P. Glasheen, Corporation Counsel

SHERIFF

RENSSELAER COUNTY

"Serving the Citizens of Rensselaer County Since 1791"



Support Kes# 89

4000 MAIN STRE
TROY, NEW YORK 1211
Office: (518) 266-190
Fax: (518) 270-544
www.RenscoSheriff.co

SHERIFF PATRICK A. RUSSO
UNDERSHERIFF EDWARD R. BI

August 17, 2016

RECEIVED

AUG 22 2016

LAW DEPT

Patricia O'Brien, City Clerk
City of Troy
433 River Street
Troy, New York 12180

Re: Commissioner of Deeds

Dear Ms. O'Brien:

I am currently serving as a Commissioner of Deeds for the City of Troy. In conducting research with regard to another matter, it has come to my attention that there is a statutory prohibition for me, as elected Sheriff, to hold any other public office. This, unfortunately, would include that of Commissioner of Deeds.

As such, I respectfully request my appointment as Commissioner of Deeds be rescinded immediately.

Thank you for your kind attention in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick A. Russo". The signature is stylized with a large, sweeping flourish at the end.

PATRICK A. RUSSO

PAR:mmc

cc: Kevin Glasheen
Corporation Counsel
City of Troy
433 River Street
Troy, New York 12180

Resolution Recommending Inclusion of the City Council's Corrective Action Plan (CAP) in the Mayor's Proposed 2017 Budget

WHEREAS, the Office of the NYS Comptroller in November of 2015 and February of 2016 issued critical financial reports regarding the City of Troy, NY; and

WHEREAS, the Troy City Council, as required by State Law, adopted and accepted a Corrective Action Plan (CAP) regarding said reports; and

WHEREAS, said CAP was submitted by the City Council to the Office of NYS Comptroller in May 2016; and

WHEREAS, the CAP pertained solely to matter under the responsibility of the Troy City Council: and

WHEREAS, certain aspects of the CAP have been or are being adopted; and

WHEREAS, the Troy City Council recommends the duly adopted CAP be included as part of the Mayor's proposed 2017 budget; and

WHEREAS, numerous suggestions regarding the CAP, if implemented, will help the City raise revenues, keep costs down, and provide an overall more effective city government; and

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby recommends the following:

- 1) Revenue estimates from the sale of any real property exceeding \$100,000 be based on a signed contract with a closing date in 2017.
- 2) Revenue estimates from franchise fees must be based on signed agreements.
- 3) Revenue estimates from sales tax must be based on conservative and realistic analysis pursuant to the existing agreement with Rensselaer County.
- 4) All current fees for permits and other related matters should be reviewed and updated.
- 5) A public safety fee for private colleges should be negotiated based upon police and fire services provided.
- 6) Overtime and consultants should be reduced by ten percent from the current fiscal year.
- 7) A cost savings plan should be developed by sharing services with Rensselaer County and Hudson Valley Community College (HVCC)

8) A cost revenue analysis should be done to determine whether the City should consider leasing out the golf operations at the Frear Park Golf Course.

9) Do a cost-benefit analysis for the city run ambulance service.

10) Expenditures for future pension costs should be based on realistic estimates provided by the NYS Comptroller each year.

11) A realistic multi-year capital plan should be developed for 2017 and periodically updated.

12) A reserve fund should be established for future Combined Sewer Overflow (CSO) expenditures.

13) A reasonable allocation for contingencies should be included in the 2017 budget.
(Per NYS Comptroller's formula)

14) A costs savings hiring freeze for the first six months of 2017, which should be implemented and reevaluated. The Mayor may certify to the Council that a particular position is essential and needs to be filled within that six month period.

15) All non-reimbursable expenses in each and every City Department should be cut five percent.

BE IT FURTHER, RESOLVED, that any request to exceed the tax cap for 2017 should be based on a demonstrated effort to include the City Council's CAP as set forth in this resolution.

Approved as to form, September 6, 2016

Kevin P. Glasheen, Corporation Counsel