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Troy Community Land Bank Corporation

415 River Street, Second Floor

Troy, New York 12180

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Board of Directors Meeting Agenda

January 18, 2017

The Troy Community Land Bank Corporation will hold a Board of Directors Meeting on Wednesday, January 18, 2017 at 8:30 a.m. at City Hall, 433 River Street, Suite 5000, Troy, NY 12180.

- I. Call to Order**
- II. Roll Call**
- III. Minutes – attached**  
Approval of minutes from the December Board of Directors Meeting
- IV. President’s Report**
- V. Treasurer’s Report**  
Balance Sheet
- VI. New Business**
- VII. Resolution to Enter Into a Contract for Property Maintenance Services**
- VIII. Resolution to Enter Into a Contract for Property Clean Out Services**
- IX. Resolution Approving of the Appointment of Directors to the Land Bank Board**
- X. Old Business**  
Property Update  
Acquisition Updates
- XI. Committee Meetings**

Troy Community Land Bank

433 River Street, Suite 5000

Troy, New York 12180

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**RESOLUTION TO ENTER INTO A CONTRACT FOR  
PROPERTY MAINTENANCE SERVICES**

**WHEREAS**, the Troy Community Land Bank wishes to enter into a contract for Property Maintenance Services for the properties more fully described the attached schedule and contract; and

**WHEREAS**, the Contractor DMR Contracting Inc, submitted a proposal for services; and

**WHEREAS**, the Land Bank, through its Executive Director, has accepted the Proposal of the Contractor to provide the aforesaid services; and

**WHEREAS**, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto, attached to this Resolution as Appendix "A", which is subject to Board approval in accordance with the Land Bank by-laws;

**NOW, THEREFORE, BE IT RESOLVED** by the Troy Community Land Bank Corporation that:

1. The Agreement for Property Maintenance Services to be performed by the DMR Contracting, Inc., for the benefit of the Land Bank is approved; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 18th<sup>st</sup> day of January 2017.

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Chair

ATTEST/AUTHENTICATION:

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Secretary

**AGREEMENT  
BETWEEN THE TROY COMMUNITY LAND BANK CORPORATION  
AND DMR CONTRACTING**

For Property Maintenance Services

**THIS AGREEMENT** is made by and between the Troy Community Land Bank Corporation, a charitable organization under the laws of the State of New York, acting by and through its Executive Director, with a principal office at 200 Broadway, Troy, New York 12180 (hereinafter, the “Land Bank”), and DMR Contracting a Construction and Remodeling Service, with its principal office at 112 Mill Street, Troy, NY 12180 (hereinafter, the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the Land Bank owns certain unoccupied properties, some standard lots and corner lots, located in the City of Troy, New York; and

**WHEREAS**, the Land Bank has heretofore requested proposals for Property Maintenance Services (hereinafter, the “Services”) to be rendered for certain properties agreed upon by the Land Bank, and

**WHEREAS**, in response thereto, Contractor has submitted a proposal with a proposal to render the requested Services (hereinafter called the “Proposal”); and

**WHEREAS**, the Land Bank has accepted the Proposal of the Contractor to provide the aforesaid Services; and

**WHEREAS**, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned Services, and to execute a fully-integrated agreement not to exceed \$7,500 in value, with respect thereto;

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

**ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION**

- 1.1 The Contract Documents consist of this Agreement; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called “the Agreement” hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Proposal.

**ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.1 The Contractor shall attach protective exterior covering (“tarps”) to the roofs of multiple buildings (see Exhibit 1) owned by the Land Bank.
- 2.2 The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules and regulations and all orders and rules of any duly constituted authorities affecting the Properties or bearing on the performance of the Services.
- 2.3 The Contractor shall provide all labor, materials, and equipment necessary to perform and complete the Services.
- 2.4 The Services shall be performed in a good, proper, timely, and workmanlike manner, in accordance with standard industry practices.

### **ARTICLE III. COMPENSATION**

- 3.1 In consideration of the terms and obligations of this Agreement, the Land Bank agrees to pay and the Contractor agrees to accept payment as follows:

Up to the amount of \$4,000 per invoice

### **ARTICLE IV. PAYMENT**

Payment shall be made to the Contractor by the Land Bank on a net thirty (30) basis upon the Contractor’s submission of invoice(s), plus any supporting documentation, to Land Bank’s principal office location. The invoice is subject to acceptance by the Land Bank. Payment shall be in the form of a bank check and will be mailed to the Contractor’s principal office.

### **ARTICLE V. TERM OF THE AGREEMENT**

The term of this Agreement shall commence upon contract execution by both parties and will continue in effect until February 28, 2017, unless terminated sooner as provided herein.

### **ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH**

- 6.1 This Agreement may be terminated by the Land Bank or the Contractor as follows:
  - 6.1.1 The Land Bank may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to Land Bank-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and

regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the Land Bank may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the Land Bank may determine.

6.1.2 The Contractor may terminate this Agreement if the Land Bank is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the Land Bank all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Land Bank to procure a substitute Contractor to satisfactorily complete the work, together with the Land Bank's own costs incurred in procuring a substitute Contractor.

#### **ARTICLE VII. PROHIBITION OF CONTRACT ASSIGNMENT**

7.1 The Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the Land Bank.

7.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the Land Bank. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the Land Bank may deem necessary or appropriate.

#### **ARTICLE VIII. COOPERATION**

Contractor shall cooperate with the agents, representatives and employees of the Land Bank and the Land Bank shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

#### **ARTICLE IX. NON-DISCRIMINATION**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its Land Bank-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

## **ARTICLE X. INDEPENDENT CONTRACTOR STATUS**

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the Land Bank for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the Land Bank.

## **ARTICLE XI. INDEMNIFICATION**

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

## **ARTICLE XII. INSURANCE COVERAGE**

- 15.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in the Schedule “A” attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.
- 15.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days’ prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.

- 15.3 All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall 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 any work.

### **ARTICLE XIII. NO WAIVER OF PERFORMANCE**

Failure of the Land Bank to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Land Bank's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

### **ARTICLE XIV. GROUND FOR CANCELLATION OF AGREEMENT BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES**

- 16.1 Notwithstanding anything herein to the contrary, this Agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Contractor, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.
- 16.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.
- 16.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the Land Bank for services completed prior to the cancellation or termination shall be paid to the Contractor.

### **ARTICLE XV. ADDITIONAL WORK**

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the Land Bank of that opinion and shall provide a cost estimate for said work. Contractor shall not perform any additional work without the written consent of the Land Bank.

#### **ARTICLE XVI. LICENSES**

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

#### **ARTICLE XVII. PARTIAL INVALIDITY**

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

#### **ARTICLE XVIII. HEADINGS – CONSTRUCTION**

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

#### **ARTICLE XIX. NOTICES**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

#### **ARTICLE XX. GOVERNING LAW AND LEGAL ACTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Agreement will be brought in the Supreme Court of the State of New York in the County of Rensselaer. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

#### **ARTICLE XXII. MODIFICATION**

This Agreement may only be modified by a formal written amendment executed by the parties.

**ARTICLE XXIII. BOARD OF DIRECTORS APPROVAL**

Contractor recognizes that the Land Bank is managed by a Board of Directors who meet monthly to approve certain actions of the Land Bank and its employees. Parties recognize that the Executive Director of the Land Bank is authorized by the Land Bank's procurement policy to procure goods and services up to Seven Thousand Five hundred dollars (\$7,500), absent emergency circumstances, and contracts that are valued above that threshold are subject to board approval. By signing this Agreement, Contractor acknowledges the Land Bank's right to modify, cancel, or terminate this contract immediately on the date after the next meeting of the Board, if this Agreement is not approved by the majority of the board present at the meeting.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

**TROY COMMUNITY LAND BANK**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Joe Fama  
Executive Director

**DMR Contracting**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

## SCHEDULE A

### INSURANCE REQUIREMENTS

The Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

A. **Commercial General Liability** coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

B. **Comprehensive Automobile Liability** coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

C. **Workers' Compensation and Employers' Liability** coverage in form and amounts required by law.

The Land Bank shall be named as an additional insured on the policies required by subparagraphs (A and B) above.

**EXHIBIT 1: LAND BANK PROPERTY LIST OF BUILDINGS TO BE COVERED**

- 785 River Street
- 791 River Street
- 61-63 Ingalls Ave
- 3036 Seventh Ave

Troy Community Land Bank

433 River Street, Suite 5000

Troy, New York 12180

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**RESOLUTION TO ENTER INTO A CONTRACT FOR  
INTERIOR AND EXTERIOR DEBRIS REMOVAL**

**WHEREAS**, the Troy Community Land Bank wishes to enter into a contract for Interior and exterior debris removal Services for the properties more fully described the attached schedule and contract; and

**WHEREAS**, the Contractor Junk King Capital District, submitted a proposal for services; and

**WHEREAS**, the Land Bank, through its Executive Director, has accepted the Proposal of the Contractor to provide the aforesaid services; and

**WHEREAS**, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto, attached to this Resolution as Appendix "A", which is subject to Board approval in accordance with the Land Bank by-laws;

**NOW, THEREFORE, BE IT RESOLVED** by the Troy Community Land Bank Corporation that:

1. The Agreement for Property Maintenance Services to be performed by the Junk King Capital District, for the benefit of the Land Bank is approved; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 18th<sup>st</sup> day of January 2017.

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Chair

ATTEST/AUTHENTICATION:

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Secretary

**AGREEMENT  
BETWEEN THE TROY COMMUNITY LAND BANK CORPORATION  
AND JUNK KING CAPITAL DISTRICT**

For Interior and Exterior Debris Removal

**THIS AGREEMENT** is made by and between the Troy Community Land Bank Corporation, a charitable organization under the laws of the State of New York, acting by and through its Executive Director, with a principal office at 200 Broadway, Troy, NY 12180 (hereinafter, the “Land Bank”), and Junk King Capital District, a Junk Removal contractor, with its principal office at 4 Fritz Boulevard, Section 4, Albany, NY 12205 (hereinafter, the “Contractor”).

**W I T N E S S E T H:**

**WHEREAS**, the Land Bank has heretofore requested a proposal for roofing repair services (hereinafter, the “Services”) to be rendered for the properties located at 791 River Street, 899 River Street, 67 Fifth Avenue, 3036 Seventh Avenue and 29 Park Avenue currently owned by the Land Bank, (hereinafter, the “Property”); and

**WHEREAS**, in response thereto, Contractor has submitted a proposal with estimates on December 9, 2015 to render the requested Services (hereinafter called the “Proposal”); and

**WHEREAS**, the Land Bank has accepted the Proposal of the Contractor to provide the aforesaid Services; and

**WHEREAS**, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned Services, and to execute a fully-integrated agreement with respect thereto;

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

## **ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION**

- 1.1 The Contract Documents consist of the following: this Agreement; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called “the Agreement” hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Proposal.

## **ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.1 The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules and regulations and all orders and rules of any duly constituted authorities affecting the Properties or bearing on the performance of the Services.
- 2.2 The Contractor shall remove all loose debris, items and refuse located within the interior of each property
- 2.3 The Contractor shall provide all labor, materials, and equipment necessary to perform and complete the Services.
- 2.4 The Services shall be performed in a good, proper, timely, and workmanlike manner, in accordance with standard industry practices.
- 2.5 Prior to arriving at the site, Contractor will contact Chris Brown to make him aware the removals are taking place. Contact numbers are as follows: Office: 518-279-7155.

## **ARTICLE III. COMPENSATION**

- 3.1 In consideration of the terms and obligations of this Agreement, the Land Bank agrees to pay and the Contractor agrees to accept an amount not to exceed Twelve Thousand Four Hundred and Fifty Dollars (\$14,450.00 US currency) as full compensation for all Services rendered under this Agreement.
- 3.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.
- 3.3 The Land Bank is not subject to federal, state or local taxes.

## **ARTICLE IV. PAYMENT**

Payment shall be made to the Contractor by the Land Bank upon the Contractor's submission of invoice(s), plus any supporting documentation, to Land Bank's principal office location, attention to: Heather King, Acting Agent. The invoice is subject to acceptance by the Land Bank. Payment shall be in the form of a bank check and will be mailed to the Contractor's principal office.

#### **ARTICLE V. TERM OF THE AGREEMENT**

The term of this Agreement shall commence upon contract execution by both parties and will continue in effect for a period of one month, unless terminated sooner as provided herein.

#### **ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH**

6.1 This Agreement may be terminated by the Land Bank or the Contractor as follows:

6.1.1 The Land Bank may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to Land Bank-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the Land Bank may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the Land Bank may determine.

6.1.2 The Contractor may terminate this Agreement if the Land Bank is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the Land Bank all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Land Bank to procure a substitute Contractor to satisfactorily complete the work, together with the Land Bank's own costs incurred in procuring a substitute Contractor.

#### **ARTICLE VII. PROHIBITION OF CONTRACT ASSIGNMENT**

7.1 The Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the Land Bank.

7.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the Land Bank. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the Land Bank may deem necessary or appropriate.

## **ARTICLE VIII. COOPERATION**

Contractor shall cooperate with the agents, representatives and employees of the Land Bank and the Land Bank shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

## **ARTICLE IX. NON-DISCRIMINATION**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its Land Bank-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

## **ARTICLE X. IRANIAN ENERGY SECTOR DIVESTMENT**

Contractor hereby represents that Contractor is in compliance with New York State Public Authorities Law Section 2829-c entitled “Iranian Energy Sector Divestment.” By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. Specifically, the Contractor represents that it has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

## **ARTICLE XI. INDEPENDENT CONTRACTOR STATUS**

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the Land Bank for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the Land Bank.

## **ARTICLE XII. INDEMNIFICATION**

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, “Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

### **ARTICLE XIII. INSURANCE COVERAGE**

- 15.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the Land Bank, insurance policies of the kinds and in the amounts provided in the Schedule “A” attached hereto and made a part hereof. The insurance policies shall name the Land Bank as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the Land Bank.
- 15.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the Land Bank with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days’ prior notice of cancellation to the Land Bank. The Contractor shall also provide the Land Bank with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the Land Bank. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the Land Bank may declare this Agreement suspended, discontinued or terminated.
- 15.3 All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractor shall ensure that any Land Bank-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each Land Bank-approved subcontractor shall 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 any work.

### **ARTICLE XIV. NON-COLLUSIVE BIDDING**

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the Land Bank in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor. Unless otherwise required by law, Contractor also warrants that the prices which have been quoted in its Proposal have not been knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other contractor or to any competitor. Contractor also warrants that no attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

#### **ARTICLE XV. NO WAIVER OF PERFORMANCE**

Failure of the Land Bank to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Land Bank's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

#### **ARTICLE XVI. GROUND FOR CANCELLATION OF AGREEMENT BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES**

- 16.1 Notwithstanding anything herein to the contrary, this Agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Contractor, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.
- 16.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

16.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the Land Bank for services completed prior to the cancellation or termination shall be paid to the Contractor.

#### **ARTICLE XVII. EXTRA WORK**

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the Land Bank of that opinion. The Land Bank shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the Land Bank determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

#### **ARTICLE XVIII. LICENSES**

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

#### **ARTICLE XIX. PARTIAL INVALIDITY**

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

#### **ARTICLE XX. HEADINGS – CONSTRUCTION**

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

#### **ARTICLE XXI. NOTICES**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

#### **ARTICLE XXII. GOVERNING LAW AND LEGAL ACTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Agreement will be brought in the Supreme Court of the State of New York in the County of Albany. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

**ARTICLE XXIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

**ARTICLE XXIV. MODIFICATION**

This Agreement may only be modified by a formal written amendment executed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

**TROY COMMUNITY LAND BANK, INC.**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Joe Fama  
Executive Director

**JUNK KING CAPITAL DISTRICT**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_  
its \_\_\_\_\_

## SCHEDULE A

### INSURANCE REQUIREMENTS

The Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

A. **Commercial General Liability** coverage with limits of liability not less than One Million Dollars (\$1,00,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

B. **Comprehensive Automobile Liability** coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

C. **Workers' Compensation and Employers' Liability** coverage in form and amounts required by law.

The Land Bank and the City of Troy shall be named as an additional insured on the policies required by subparagraphs (A and B) above.

**EXHIBIT 1:**

**LAND BANK PROPERTY LIST OF PROPERTIES TO BE INCLUDED IN THE SCOPE  
OF WORK**

791 River Street  
899 River Street  
67 Fifth Avenue  
3036 Seventh Avenue  
29 Park Avenue

Troy Community Land Bank

200 Broadway

Troy, NY 12180

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**RESOLUTION APPROVING OF THE APPOINTMENT OF DIRECTORS TO THE  
LAND BANK BOARD**

**WHEREAS**, the City Council of the city of Troy having the authority to appoint members to the Land Bank Board of Directors; and

**WHEREAS**, the City Council at its meeting in January 2017 approved the appointment of John Cubit for a three year term

**NOW, THEREFORE, BE IT RESOLVED** by the Troy Community Land Bank Corporation that:

1. John Cubit shall be appointed to the Land Bank Board
2. This Resolution shall take effect immediately

**ADOPTED** by the Board and **SIGNED** by the Chair this 18th day of January, 2017

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Chair

**ATTEST/AUTHENTICATION:**

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Secretary