

LEADING IN LEAD PROGRAM
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the first day of April 2024, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and Oneida County, a municipal corporation organized and existing under the law of the State of New York, having its principal office at 800 Park Avenue, Utica, New York 13501, through its Health Department located at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as the "Recipient".

WITNESSETH:

WHEREAS, pursuant to the 2023-2024 NYS Capital Budget and the regulations promulgated thereunder ("Statute"), and subject to the availability of funding, the Corporation is authorized to enter into contracts to provide grants to units of local government for the remediation of lead hazards from rental units by administering the Leading in Lead Prevention Pilot Program ("LEAD").

WHEREAS, the Recipient has applied to the Corporation for LEAD funds to administer a local LEAD program ("Program") as described in the Recipient's application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award of Program funds to be used for eligible costs to complete the Program ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

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

1. Scope of Work.

The Recipient shall complete the Program in accordance with its Application, which is incorporated herein by this reference and summarized in the Awarded Budget & Projected Accomplishments (attached as **Schedule A**), and its Administrative Plan (attached as **Schedule B**), as modified by the terms of this Agreement or any subsequent amendment approved in writing by the Corporation. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in **Schedule A** and **Schedule B**.

2. Term.

The period of performance for all Program activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the effective date of this Agreement and ending on **March 31, 2026**, ("Term"), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing and approved in writing by the Corporation.

3. Project Costs.

The maximum amount of LEAD funds to be provided to the Recipient is One Million Forty One Thousand Eight Hundred Ninety Seven (\$1,041,897) ("Award"). The Corporation agrees to provide funds to the Recipient for Project Costs as outlined in **Schedule A**. Project Costs shall not exceed the amount of the Award. No project costs may be incurred nor payment requests accepted outside of the contract term. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree to in writing with respect to Project Costs; or b) if the actual costs for the approved activities are less than those budgeted for in **Schedule A**, subject to the availability of State funding. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in **Schedules A** and **B**. The Corporation may, at its sole

discretion, provide need-based awards to commit additional funds to existing contracts specifically for the continuance or expansion of eligible activities. The Corporation may, at its sole discretion, also provide multi-year contracts or renewals based on the Corporation's available funds. Additional funds are subject to approval by the Corporation's Board.

4. Forms and Instructions.

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/leading-lead-prevention>.

5. Environmental Review.

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Program activity must be assessed in accordance with the State Environmental Quality Review Act ("SEQRA") at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during Program activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation following the execution of this Agreement. The Corporation will issue a notice to proceed with Program activities following the submission of complete and accurate Environmental Review documents. No construction or Program activities shall occur prior to receipt of this notice.

6. Equal Opportunity Requirements and Procedures.

The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations"), and New York State Executive Article 17-B and 9 NYCRR Section 252 ("SDVOB Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs. Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

7. Regulatory Period.

The Recipient, for a period of five (5) years from the date of the final inspection, shall take all necessary steps to ensure that owners of properties improved under the Program ("Assisted Property") maintain the units in good condition and maintain rent levels and limit rent increases as required by the Program. The Recipient shall also require that every owner of an assisted property execute a Declaration of Interest, in the form provided by the Corporation, which shall be recorded in the County Clerk's office for the the county in which the Assisted Property is located.

In the event of non-compliance, or if the property is transferred, or its title or deed assigned during the Regulatory Period, including in the event of death of the property owner, the amount of grant funds may be subject to repayment in accordance with a simple annual declining balance. The Recipient agrees to operate, monitor, and regulate the Program in accordance with the terms of this Agreement throughout the Regulatory Period. This provision shall survive the termination or expiration of this Agreement.

8. Program Delivery Expenses.

The Recipient may use up to fifteen percent (15%) of funds provided pursuant to this Agreement for approved program delivery expenses.

9. Reports.

During the Term and the Regulatory Period, the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

10. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation

to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

11. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's Program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

12. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

13. Conflict of Interest.

The Recipient must have a written and adopted Conflict of Interest policy. At a minimum, the policy must outline the covered parties, measures to be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest. The Recipient must ensure that its Conflict of Interest policy aligns with policies and procedures of the program and the Corporation.

14. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time during the Term or Regulatory Period to establish that the Award has been used in accordance with the terms of this Agreement and the Corporation's applicable rules, regulations, policies and procedures as amended from time to time.

15. Disbursement.

- (a) The Recipient shall request disbursement of funds under this Agreement only for payment of eligible Project Costs. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in **Schedule A** and **Schedule B**. In-kind services and cash payments are not eligible Project Costs. Construction occurring prior to Corporation's issuance of a notice to proceed are not eligible Project Costs and will not be reimbursable hereunder.
- (b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in **Schedule A** and **Schedule B** and disbursement instructions provided by the Corporation. Each such request shall
 - be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
 - constitute an affirmation that the representations and warranties contained in Section 16 hereof remain true and correct on the date thereof.
- (c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e., direct deposit, procedure. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

16. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Program.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the Target Area, identified in the Application and summarized in **Schedule A**, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represents the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in **Schedule A**.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

17. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with all requirements of the Corporation and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from **Schedule A** not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.
- (d) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

18. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with insurance certificates for a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, b) fidelity/crime coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, and c) certificates for automobile insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation,

termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

19. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

20. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

21. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the Program policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term as set forth in Section 2.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) calendar days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of the Award.
 - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions

of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

22. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and upon reasonable notice due and payable by the Recipient to the Corporation.

23. Non-liability.

Nothing in this Agreement or arising out of the development or operation of the Program shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

24. Subcontracts.

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations;
- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; and
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Program.

25. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. All contract amendments, modifications, or cancellations must be requested in writing by the recipient. Upon approval by the Corporation, amendments to contract term/duration must be executed by the Corporation. Other amendments or modifications require execution by both recipient and Corporation.

26. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

27. Photography Release.

To permit the Corporation to publish photographs of Premises for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each owner of Premises, which it will provide to the Corporation upon request.

28. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to

have given when it is received.

29. Standard Clauses for Corporation Contracts.

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(a) Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Agreement, the Recipient certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.

(b) Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law §165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation 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 90 days after the determination of such violation, then the Corporation shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

(c) Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

(d) Compliance with Breach Notification and Data Security Laws. Recipient shall comply with the provisions of the New York State Information Security Breach and Notification Act ((General Business Law § 899-aa and State Technology Law § 208) and General Business Law § 899-bb, as applicable. Further, in the event of any unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Recipient, the Recipient shall notify HTFC of such breach immediately following the discovery of the breach if personal or private information was, or is reasonably believed to have been, acquired by a person without validation. The Recipient shall also disclose any breach of the security of its systems to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Such disclosure shall be made in the most expedient time possible and without unreasonable delay.

30. Miscellaneous.

- (a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- (b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such sections.
- (e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.
- (f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
- (g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

31. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient shall adhere to the provisions contained therein.

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Administrative Plan

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Crystal Loffler
President, Office of Community Renewal

Oneida Department of Health on behalf of Oneida County

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

STATE OF NEW YORK

COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Housing Trust Fund Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

Schedule A
Awarded Budget & Projected Accomplishments
Oneida Department of Health on behalf of Oneida County

SHARS ID: 20240015

Grant Term

The period of performance for all Program activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the effective date of this Agreement on **April 1, 2024** and ending on **March 31, 2026**.

Award Budget Detail

<u>Funding Source</u>	<u>Amount</u>
Total Award	\$1,041,897
Project Costs - Remediation of Lead Hazards	\$885,897
Program Delivery	\$156,000

Projected Accomplishments

Number of units to be assisted with Lead funds: 26

Timeframe	Milestones
Month 1	- Contract Execution (within 30 days)
Month 2	- Initiate Marketing and Outreach (within 45 days) - Begin Accepting Participant Applications (within 45 days) - Contractor RFQ and Approved Contractors List/Rotating Bid List (if applicable) (within 45 days)
Months 3-21: Project Work and Reports	- First Commitments/Awards to Participants (within 60 days) Program status reports: - 6-Month Report - 12-Month Report - 18-Month Report
Months 22-24: Monitoring and Close Out	

Schedule B
Leading in Lead Program Administrative Plan
Oneida Department of Health on behalf of Oneida County

The term RECIPIENT shall refer to the awardee, the recipient, of Housing Trust Fund Corporation (HTFC)/NYS Homes & Community Renewal (HCR) funds.

1. Outreach & Coordination

1.a. Marketing the Program

- The RECIPIENT will develop and distribute informational materials to market program availability and explain program requirements to potential participants (property owners with CLPPP or CLPPP+ programs).
- Instructions on how to apply for assistance and required forms will be available at the offices of the RECIPIENT and other local partners.
- The RECIPIENT must retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

1.b. Participation Criteria

i. Eligible projects:

- Buildings built prior to 1980 and where there are two or more units (multi-family dwelling).
- Units inspected through the CLPPP or CLPPP+ program.

ii. Prioritization:

RECIPIENT must develop, follow and document consistent criteria and procedures for selecting program participants. The criteria must include the following:

- Counties must prioritize occupied units where elevated blood lead levels have been detected in children or pregnant people, however, other units inspected through the CLPPP or CLPPP+ program and confirmed to have lead present, may receive program assistance.
- 80% of the grant funds must assist units in the select zip codes outlined by program.

The RECIPIENT will advise applicants on the disposition of an application for LEAD program assistance within 30 business days of the submission of a complete application.

2. Project Development

2.a. Inspections & Testing

Environmental staff from the RECIPIENT or District Office must present or conduct an environmental investigation in a unit with a child or pregnant person with an elevated blood lead level, using CLPPP funds.

2b. Work Write-up/Scope of Work

- The RECIPIENT is responsible for preparing a written scope of work based on the recommendations provided by the lead hazard inspector and must address:
 - Abatement of friction surfaces with related remediation activities of non-friction surfaces.
 - Home improvements to address health and safety concerns.
- The RECIPIENT must complete relevant environmental review including the State Historic Preservation Office (SHPO) consultation.
- The RECIPIENT should document property owner sign-off on the formal scope of work. This may be achieved through the inclusion of the scope of work in the written agreement.
- If the cost of the project is not fully covered by the LEAD grant, RECIPIENT may help identify other sources, however, the property owner is responsible for costs related to other health and safety repairs.

Abatement work shouldn't commence until all resources have been secured to abate the lead to minimize the time tenants are displaced or impacted by repair activities.

- Grant funds will be made available only to cover lead abatement and remediation activities required and described in the written scope of work. In no case will the RECIPIENT reimburse more than the costs identified as available per unit.

2c. Tenant Relocation & Disclosures

If necessary, for public health protection, RECIPIENTS may provide relocation services to tenants of Assisted Unit. Property owners must guarantee tenants of Assisted Units a continuation of their lease and ability to return after the remediation is complete. This is an eligible expense, but RECIPIENTS must work to minimize the amount of time tenants are displaced from their homes.

2d. Contractor Selection

- The RECIPIENT will establish a list of contractors able to perform work in compliance with applicable standards. The RECIPIENT may choose to develop this list through a formal Request for Qualifications (RFQ) process to provide contractors and professional service providers an equal opportunity for consideration. All contractors must supply EPA Lead Abatement and Renovation, Repair and Painting (RRP) certificates, references, and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage.
- The contractor selection process must be free of collusion or intimidation, and the RECIPIENT must exercise appropriate oversight over the entire process to ensure that it is fair, efficient, and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up/Scope of Work above, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself.
- Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive LEAD funds for work done on property that he or she owns, or a property that is owned by an immediate family member. Only payment for materials will be provided in those cases. Prior to commencing a project where there is a possible conflict of interest, the RECIPIENT must disclose the potential conflict to the Corporation for review and request a waiver of the conflict, if necessary, in accordance with the local conflict of interest policy. Municipalities must adhere to Article 18, "Conflicts of Interest of Municipal Officers and Employees," of the NYS General Municipal Law. Municipal officials, officers, and employees are prohibited from participating as a recipient of grant funds.

2e. EEO & MWBE Requirements

RECIPIENTS are required to comply with Articles 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") New York Veterans' Services Law Article 3 and 9 NYCRR Section 252 ("SDVOB Regulations"). These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs").

RECIPIENTS demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. Please visit NYS Empire State Developments Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <https://ny.newnycontracts.com/>

3. Participant Agreement.

The RECIPIENT will enter into a contract with the property owner to provide the program financial assistance. The contract will outline the roles and responsibilities for both the RECIPIENT and the property owner.

At a minimum, the contract must specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Requirement to insure the premises for the full (100%) replacement value, obtain fire insurance and other appropriate insurance depending on makeup of building, and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- Requirement to sign and file the LEAD Declaration of Interest form;
- Requirement to sign the LEAD Property Release form permitting HTFC to use photographs of the assisted properties;
- Requirement to engage a contractor and begin work within a reasonable amount of time, ideally within 30 days of approval;
- Disbursement procedures;
- RECIPIENT has the right to inspect work at any time;
- RECIPIENT may terminate the award and cancel the contract should the work be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline or if insurance is not maintained by the property owner or participating contractor;
- Property owner will cooperate with the RECIPIENT requirement to monitor the ongoing maintenance of the property.
- Rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.
- The RECIPIENT retains the right to inspect work in progress at any point. The RECIPIENT must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in RECIPIENT's project files.
- Using CLPPP or CLPPP+ funds, a final inspection including a dust wipe clearance report, is required before submitting a final payment request. The RECIPIENT, property owner and other relevant professionals must verify that the work was completed properly and is consistent with the contracted scope of work. A final inspection report must be documented in RECIPIENT's project files and submitted with the request for reimbursement.

4. Financial Management

4a. Staff

The RECIPIENTs chief financial officer will be responsible for all financial transactions under this contract. The RECIPIENT should have a written policy on internal controls, and use this policy to determine the process for review and approval of requests for disbursement of LEAD funds. The Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the RECIPIENTs written policy on internal controls.

4b. Payment Procedures

The LEAD program operates as a cost incurred and/or reimbursement program and payments will generally be made upon submissions of invoices substantiating the need for payment of eligible soft, hard, and program delivery costs. The RECIPIENT may submit a request to the Corporation for disbursements following the Corporation's LEAD Program Disbursement Procedures found on the program website (<https://hcr.ny.gov/leading-lead-prevention>).

5. Dispute Resolution

Primary responsibility for resolving participant and contractor disputes rests with the RECIPIENT. A Dispute Resolution Plan must be developed to establish a standard practice to administratively resolve disputes related

to the Participant Agreement, contract, or written agreement with the contractor. Examples of common issues which may be amenable to conflict resolution include project timeline, quality of work, scope of work, inability, or failure of parties to uphold obligations, final participant completion sign off, or contractor payment.

In the event there is a dispute between a participant and contractor, whenever feasible the RECIPIENT should require notice in writing. The RECIPIENT must exercise best efforts to resolve the dispute as soon as possible. This may include conducting an inspection to evaluate claims and meeting with the parties in attempt to reach a satisfactory result through negotiation. All efforts must be documented in project files, and whenever possible include photos.

If the Dispute Resolution Plan is applied and documented, but efforts fail, then the RECIPIENT shall notify HCR and provide a recommended course of action for consideration.

6. Ongoing Maintenance

6a. Obligations

Property owners are required to maintain property assisted with LEAD funds for a period of five years from the date of project completion and final inspection. This requires that any assisted improvements be maintained in a manner that is consistent with the goals of the LEAD program for the regulatory term. Assisted residential units, upon vacancy may be marketed based on market rates, however, rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.

In 2023, the New York State legislature made an amendment to New York State's Public Health Law to include a requirement for owners of dwellings with two or more units and build prior to 1980, to register their rental units with an upcoming rental registry and certify these units to be safe from lead hazards every three (3) years. Property Owners are to work proactively in anticipation of the release of the rental registry by the Department of Health, to certify units lead free through this pilot program.

The RECIPIENT will require each property owner receiving LEAD funds to file a Declaration of Interest, in a form approved by HTFC, with the clerk of the county in which the project is located. In the Declaration, the property owner will declare that he/she has received assistance from LEAD and will maintain the property in a manner consistent with the program objectives for a minimum of five years. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year regulatory term.

6b. Responsible Parties

The RECIPIENT will monitor projects assisted under LEAD during the five-year regulatory term. The RECIPIENT will ensure maintenance of lead abatement investments. The RECIPIENT must develop a formal plan for monitoring the assisted properties and ensuring compliance for the five-year term. The plan must address staff assignment of this responsibility and address continuity of operations. As part of this plan, the RECIPIENT will periodically inspect assisted properties and conduct any inspections directed by HTFC.

7. Contract Monitoring & Closeout

Once contract activities are complete, the RECIPIENT will notify HTFC. HTFC will conduct a monitoring review and provide a monitoring report to the RECIPIENT to outline the results of the review. If the monitoring report identifies findings or concerns, the RECIPIENT must provide documentation within the stated time period that issues have been corrected. HTFC will then issue a close out letter detailing that the project is complete and will close out the contract and deobligate any remaining funds.