



## EXHIBIT A

### **NY RISING EARLY STAGE BRIDGE FUNDING GENERAL PROVISIONS (OCTOBER 2013)**

**1. TERM.** This Agreement shall be effective as of the Award Date listed on the first page of this Agreement. The Agreement shall remain in effect through the Grantor's award of a final Program grant to the Business and any "recovery period" related thereto or upon Grantor's earlier termination pursuant to Section 12 herein.

**2. DEFINITIONS.** Capitalized terms used in this Agreement shall have the following meanings:

a. "Act" means the Robert T. Stafford Disaster Relief and Emergency Act (42 U.S.C. Section 5721 et seq.)

b. "Grantor" means the Housing Trust Fund Corporation, a public benefit corporation of the State of New York.

c. "Application" means the application of the Business for Program assistance and all attachments thereto.

d. "Award" means the amount set forth in the field marked "Grant Amount" on the first page of this Agreement.

e. "Business" means the entity whose name is set forth in the field marked on the first page of this Agreement.

f. "Agreement" means Preliminary Award Grant Agreement and all exhibits attached thereto.

g. "Disaster Event" means Hurricane Sandy, Hurricane Irene or Tropical Storm Lee.

h. "HUD" means the U.S. Department of Housing and Urban Development.

i. "Program" means the NY Rising Small Business Recovery Program, administered by the Grantor as part of HUD's grant to the State of New York under its Community Development Block Grant Disaster Recovery program.

j. "Verifying Information" means, collectively, one copy of each of the following: (a) Personal Identification (as defined herein) for each business owner, (b) a completed IRS W-9 form, (c) a voided business check from the Business' bank account, (d) a completed ACH form, and (e) a completed and executed Certification of Eligibility for Preliminary Award ("Certification"), attached hereto as Exhibit B. If you are unable to complete an IRS W-9 form with an EIN (not your social security number) because you are a sole-proprietor, please also submit Schedule C of IRS form 1040.

k. "Personal Identification" means a valid, current copy of any one of the following (a) a Driver's License, or (b) US Passport, or (c) a Documentation of Legal Residence, acceptable under HUD's guidelines.

**3. FUNDING SOURCE.** The source of funding for this Award comes from HUD's Community Development Block Grant, Disaster Recovery (CDBG-DR) program.. CDBG-DR funds have been allocated to the State and are being administered by the Grantor to eligible businesses through the Program.

**4. ACKNOWLEDGEMENT OF BUSINESS OBLIGATIONS.** Business hereby acknowledges and agrees that: a) this Award is made in reliance on Business' representations, warranties, covenants and agreements made herein and in the Certification, and that b) upon any violation or breach of any such representation, warranty, covenant or agreement (including, without limitation, Business' failure or refusal to complete and submit the Application within the time period specified herein), Business shall be subject to any and all remedies listed in Section 10, including repayment of the full Award to Grantor, as well as any amounts the Grantor determines Business received under the Program, all as further provided herein.

#### **5. CONDITIONS TO DISBURSEMENT OF FUNDS; DISBURSEMENT TERMS.**

The Business must complete and sign the attached Certification (Exhibit B) and IRS W-9 form and submit these items, together with this Agreement and all other Verifying Information, as indicated in the Program's cover letter. If you are unable to complete an IRS W-9 form with an EIN (not your social security number) because you are a sole-proprietor, please also submit Schedule C of IRS form 1040.

Disbursements of the Award will be made upon Grantor's receipt and review of an executed original of this Agreement together with copies of all Verifying Information from the Business. Upon Grantor's confirmation of all required documentation and determination of Award, the Award shall be directly deposited in the Business account specified in the applicant's completed ACH form.

**6. BUSINESS'S REPRESENTATIONS AND WARRANTIES.** Business represents and warrants to Grantor as follows:

a. *Program Application.* The Business is participating in the Program and is actively working to complete its Application.

b. *Authority and validity of obligations.* Business has full right and authority to enter into this Agreement. The person signing this Agreement has full authority to sign this Agreement on behalf of the Business, and obligate the Business to the performance of each and all of the obligations under the Agreement.

c. *Approvals received.* This Agreement delivered by the Business has been duly authorized, executed and delivered by the Business and constitutes the valid and binding obligations of the Business and enforceable against it in accordance with the terms herein.

d. *Governmental Approvals, Permits and Licenses.* To the best of my knowledge, information, and belief after reasonable due diligence and investigation to determine the accuracy of this representation, has obtained all licenses, permits, and approvals of all Federal, state, and local governmental authorities, if any, necessary to conduct its business, and all such licenses, permits and approvals are currently in effect.. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any such license, permit, or approval is pending or, to the knowledge of the Business threatened.

e. *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to my knowledge threatened, against the Business which if adversely determined would adversely impact Business's ability to perform under this Agreement.

f. *Compliance with Laws.* To the best of my knowledge, information, and belief after reasonable due diligence and investigation to determine the accuracy of this representation, Business represents that it is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of Business.

g. *Application.* All statements and information contained in this Agreement, the Certification or any other form or document submitted by Business in connection with the Program are true, complete and correct, as of the date hereof.

h. *Location of Business.* Business is located in an area which suffered damage as a result of one or more Disaster Event

i. *Business Operation.* The Business was open and operating at the time of the relevant Disaster Event.

j. *Revenue.* The Business had at least \$25,000 in revenue in the calendar year immediately preceding the relevant Disaster Event.

k. *Unmet Need.* The Business suffered at least \$10,000 of damage because of the relevant Disaster Event, which damage was not covered by any other benefit from any public or private source, such as (but not limited to) U.S.SBA loans, a New York State loan (e.g., Empire State Development Corporation, New York Business Development Corporation etc.), or any private insurance proceeds.

l. *Taxes.* The Business and, if applicable, each principal of the Business, have filed business tax returns in accordance with all local, state, and federal laws.

m. *Size of Business.* The Business employed 100 or fewer persons either at the time of the relevant Disaster Event or as of the date of this Agreement.

n. *Legal Status.* All individuals who own any portion of the Business (i) are United States citizens or (ii) have provided documentation of lawful presence in the United States.

**7. EFFECTIVE DATE OF REPRESENTATIONS AND WARRANTIES.** The above warranties and representations are made as of the Date set forth by the Business on page one (1) of this Agreement and shall be deemed to be ongoing representations during the term of this Agreement.

**8. COVENANTS OF BUSINESS.** The Business covenants that:

a. *Performance Obligations.* Business shall comply with all terms and conditions of this Agreement. Business shall promptly provide Grantor with written notice of any changes that would materially impact compliance with the covenants contained herein.

b. *Completion of Application:* Business shall submit a completed Application and any required information and/or documentation to HTFC within sixty (60) days of the date the Award is deposited in Business' account.

c. *Repayment Obligations.* Upon (i) the occurrence of an unremedied Event of Default (as described in Section 9) or (ii) a determination by Grantor or HUD that the Award was granted to the Business in contravention of the federal or state rules or regulations for the Program, the Business shall promptly repay the Award and/or such Program amounts determined by HUD or the Grantor to be due and payable.

d. *Required Reports.* During the Term of this Agreement, the Business shall provide the Grantor with such reports as requested by the Grantor to assist in evaluation of the Program's effectiveness and to determine compliance with this Agreement.

e. *Verification of Award Use, Maintenance of Records.* Business shall maintain all records, documentation and other evidence pertaining to this Agreement for no less than five (5) years after the date the Award is deposited in Business' account..

f. *Duplication of Benefits.* The Business shall promptly notify the Grantor of the receipt of any funds from any source whatsoever for the same purpose as the purpose of the Award pursuant to this Agreement.

g. *Inspection and Audit.* Business shall permit the Grantor or any state or federal agencies and their duly authorized representatives to visit and inspect any of the Business's properties, books, accounts and financial records related to the purposes of the Award, and to discuss the affairs, finances and accounts with, and to be advised as to the same by, its officers, and independent public accountants.

h. *Compliance with Laws.* Business will comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders including, but not limited to those laws listed in Exhibit C attached hereto, as such laws, rules, regulations, order and administrative rules may be amended from time to time.

i. *Use of Award Funds.* The Business will use the Award funds solely for the uses set forth under the heading "Project Description and Permitted Grant Use" on the first page of this Agreement. The Business will not use any Award funds to make structural changes or other physical damage repairs to their business location.

j. *Notice of Proceedings.* Business shall promptly notify the Grantor of the initiation of any claims, lawsuits, investigations or other proceedings brought against Business which could adversely impact the purposes of the Award.

k. *Accounting Records.* Business shall maintain its books, records and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by Grantor. These records shall be available to HUD, the Grantor and/or its internal or external auditors, at all times during the Agreement duration and any extensions thereof, and for five (5) full years from this Agreement is closed out by the Grantor. Notwithstanding, the foregoing, in the event that litigation, audit or claims are commenced or instituted, Business shall retain the above-identified records until the litigation, audit or claim has been fully resolved in the sole discretion of the Grantor.

l. *Indemnification.* Business agrees to indemnify, defend and hold harmless the Grantor, the State, the federal government and their respective departments, divisions, agencies, sections,

commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims, and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following: (i) any claim, demand, action, citation or legal proceeding arising out of or resulting from the Award; (ii) any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by Business of any representation or warranty made by the Business in this Agreement; (iii) any claim, demand, action, citation or legal proceeding which results from an act or omission of Business or any of their agents in its or their capacity as an employer of a person; and (iv) any claim, demand, action, citation or legal or administrative proceeding arising out of or resulting from Business' breach of the terms and covenants set forth herein.

m. *Location of Business.* The Business has no plans to relocate and intends to continue to be located in New York State.

n. *Business Activity.* The Business will continue to be open and operating at least until Grantor's receipt of Business' completed Application and determination of Business' final Program award.

**9. EVENTS OF DEFAULT.** Any one or more of the following shall constitute an event of default (an "Event of Default") hereunder:

a. *Noncompliance with Agreement.* Business' default in the observance or performance of any provision of this Agreement;

b. *Material Misrepresentation.* Any representation or warranty made in this Agreement, the Certification or in any other form or document furnished by the Business pursuant to this Agreement, or in connection with the Program, proves untrue, inaccurate or incomplete in any material manner as determined in the sole discretion of the Grantor;

c. *Completion of Application:* If Business fails to submit a completed Application and all required information and/or documentation to HTFC within sixty days of the date the Award is deposited in Business' account.

**10. REMEDIES UPON DEFAULT.** If, after notice of default and opportunity to cure (if any), as provided in Section 11, there remains an unremedied Event of Default, the Grantor may, at its sole discretion, take any or all of the following actions:

a. Terminate this Agreement and all of the obligations of Grantor under this Agreement on the date stated in such notice,

b. Declare the total amount of Award funds disbursed to Business, or any portion thereof, in an amount determined by the Grantor to be forthwith due and payable, including any and all fees, charges and other amounts payable under this Agreement. The total amount due shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind.

c. Pursue and/or exercise any other right or remedy that Grantor may have, whether at law or in equity.

**11. NOTICE AND OPPORTUNITY TO CURE.** The Business shall give the Grantor notice of any Event of Default of which Business becomes aware. If Grantor receives such notice or has reasonable cause to believe that an Event of Default has occurred under this Agreement, the Grantor shall issue a written Notice of Default to the Business, setting forth the nature of the alleged default in reasonable specificity, and providing therein a reasonable period time, which shall not be fewer than twenty (20) days from the date of the Notice of Default, in which the Business shall have an opportunity to cure, provided that cure is possible and feasible.

**12. SUSPENSION AND TERMINATION.** The Grantor may suspend or terminate this Agreement in whole or in part, for cause, when the Business has failed in whole or in part to meet its commitments and obligations as outlined in this Agreement. Termination for cause may be considered an Event of Default.

**13. TIMELY PERFORMANCE.** The parties hereto agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

**14. GOVERNING LAW.** This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws.

**15. NOTICES.** All notices hereunder shall be in writing and shall be given to the relevant party at its address, or e-mail address as set forth on the first page of this Agreement.,

**16. HEADINGS.** Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

**17. FINAL AUTHORITY.** The Grantor shall have the authority to reasonably assess whether Business has complied with the terms of this Agreement.

**18. WAIVERS.** No waiver by the Grantor of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Grantor in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by Grantor shall preclude future exercise thereof or the exercise of any other right or remedy.

**19. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**20. SURVIVAL OF REPRESENTATIONS.** All representations and warranties made herein or in any other Agreement document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Agreement and the other Agreement documents and shall continue in full force and effect with respect to the date as of which they were made until all of Business's obligations or liabilities under this Agreement have been satisfied.

**21. NON-ASSIGNMENT.** This Agreement may not be assigned by Business without prior written consent of the Grantor.

## **Exhibit B**

### **NY Rising Small Business Recovery Program Certification of Business Eligibility for Preliminary Award**

***Statement of Purpose:*** Each business (“Business”) that applies for, or receives, a preliminary award (“Preliminary Award”) from the New York Rising Small Business Recovery Program (“Program”) must complete this Certification. The Housing Trust Fund Corporation (HTFC) requires the information in this Certification to comply with provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq).

**Note that by completing and signing this form, you are certifying that the information you are providing is true, complete and accurate. Presenting false or fraudulent information may subject you to penalties under State and Federal law, as further described below.**

I hereby certify, as follows:

1. My name is \_\_\_\_\_; my current mailing address is \_\_\_\_\_  
\_\_\_\_\_ (street), \_\_\_\_\_ (city), \_\_\_\_\_ (state) \_\_\_\_\_ (zip).
  
2.
  - a. I am the \_\_\_\_\_ (title) of \_\_\_\_\_  
\_\_\_\_\_, (business name) with its principal place of  
business located at \_\_\_\_\_  
\_\_\_\_\_.
  - b. I own \_\_\_\_% of said Business and I am duly authorized to execute and deliver  
this Certification on behalf of the Business.
  - c. The DBA name of the Business, if any, is  
\_\_\_\_\_.
  - d. The DUNS (Data Universal Numbering System) for said Business is -  
\_\_\_\_\_.
  - e. This business is legally organized as a \_\_\_\_\_ (e.g.,  
partnership, sole-proprietorship, corporation, limited liability company).
  - f. The Business and its property were damaged by Hurricane Irene, Tropical Storm  
Lee, and/or Hurricane Sandy and the Storm-damaged place of business is  
located in \_\_\_\_\_ County, New York at the street  
address known locally as \_\_\_\_\_  
(street number and name, and city).

3. All owners of the business are as follows:

Owner 1 (Person signing this document)

Name: \_\_\_\_\_ Share: \_\_\_\_\_%

Social Security Number: \_\_\_ - \_\_\_ - \_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_\_

Owner 2

Name: \_\_\_\_\_ Share: \_\_\_\_\_%

Social Security Number: \_\_\_ - \_\_\_ - \_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_\_

Owner 3

Name: \_\_\_\_\_ Share: \_\_\_\_\_%

Social Security Number: \_\_\_ - \_\_\_ - \_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_\_

Owner 4

Name: \_\_\_\_\_ Share: \_\_\_\_\_%

Social Security Number: \_\_\_ - \_\_\_ - \_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_\_

Owner 5

Name: \_\_\_\_\_ Share: \_\_\_\_\_%

Social Security Number: \_\_\_ - \_\_\_ - \_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_\_

Add additional names on a separate sheet if necessary.

4. Please list the address of any location that was damaged by the storm. If your headquarters or principal place of businesses is not one of those locations, please list the headquarters location as well:

Headquarters address:

\_\_\_\_\_

Location 1 address:

\_\_\_\_\_

Location 2 address:

\_\_\_\_\_

Location 3 address:

\_\_\_\_\_

Location 4 address:

\_\_\_\_\_

5. I am duly authorized by the Business to make the representations, warranties, certifications and covenants contained in this Certification, and to bind the Business accordingly.  True  False
6. The Business is participating in the Program and is actively working to complete a Program application within the next 60 days.  True  False
7. The Business was damaged and/or incurred losses as a direct result of Hurricane Sandy, Tropical Storm Lee , and/or Hurricane Irene (the “Storm Event”).  True  False
8. The Business is currently operating.  True  False
9. If the Business is not currently operating, the Business is taking all reasonable measures to resume operations in the near future.  True  False
10. The Business is authorized to do business in New York State as a corporation, partnership, limited liability company, or sole proprietorship. OR  
If the Business is a Not-For-Profit Organization, it provides an economic benefit.  True  False
11. The Business was operating in New York State as of the date of the relevant Storm Event.  True  False
12. I owned at least 20% of the Business on the date of the Storm Event and on the date of the Application for Program assistance.  True  False
13. The Business employed 100 or fewer persons either at the time of the Storm Event or at the time of this application.  True  False
14. Average annual gross sales or gross receipts of the Business exceed \$25,000.  True  False
15. Any Preliminary Award received the Business will be used solely for the uses specified in the Program’s Grant Agreement.  True  False
16. All individuals who own any portion of the Business (i) are United States citizens or (ii) if residing in the U.S., can provide valid, current documentation of their lawful presence.  True  False
17. Business has the right and authority to enter into the Grant Agreement or any other contract, certification or document required by the Program.  True  False
18. To the best of my knowledge, information, and belief, the Business has obtained all licenses, permits, and approvals of all federal, state, and local governmental authorities necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect.  True  False

19. No investigation or proceeding is pending or threatened that could result in revocation or denial of any material license, permit, or approval the Business uses, or requires in the conduct of its operations.  True  False
20. The Business is in compliance with the requirements of all applicable federal, state and local laws, rules and regulations.  True  False
21. No litigation or governmental proceeding is pending, or, to the best of my knowledge, threatened against the Business that could impair Business's ability to continue in operation.  True  False
22. The Business suffered at least \$10,000 of damage and/or loss in the Storm Event that was not covered by any other benefit such as (but not limited to) SBA loans, Empire State Development (ESD)/New York Business Development Corporation loans, private insurance payments, or grants from any public or private source.  True  False
23. Without compensation for the above damage and/or loss, it will be challenging to meet the business expenses required to remain open and operating in my community.  True  False
24. The Business will not use any Preliminary Award funds to make structural changes or repairs for physical damage to the Business location which would require environmental review.  True  False
25. The Business and Business owners have filed business taxes in accordance with all local, state, and federal laws for the lesser of (a) the past three years, or (b) the life of the Business.  True  False
26. The Business is not currently delinquent on any rent or mortgage payments or property taxes for the place of business.  True  False
27. The Business owners have not lost ownership of their damaged property due to foreclosure, and no foreclosure proceeding is pending for the damaged property.  True  False
28. The Business is not engaged in any of the following activities or lines of business:  True  False
- residential property rental; casinos or other gambling establishments; facilities not open to the general public that serve a predominantly higher income clientele; private utilities; professional sports teams; tobacco retailers whose income from tobacco sales is 35% or more of gross, in-store, non-fuel sales; operating or managing adult entertainment businesses; religious activities except if structure is used for both religious and secular uses such as homeless shelter, food pantry, adult literacy center or child care center; or lobbying or political activities.

**NOTE:** If you answered “False” for any of the above items, please provide a written explanation and include such explanation when you submit this Certification.

**By executing this Certification, I hereby acknowledge and understand that;**

**Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; or (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or entry, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five years, or both, for any violation of such Section,**

**And further that:**

**Section 189 of the New York State Finance Law: (1) makes it a violation of state law to knowingly present or cause to be presented to any employee, officer or agent of the State of New York (including any division or public benefit corporation) (a) a false or fraudulent claim for payment or approval; or (b) to use or cause to be made or use a false record or statement to get a false or fraudulent claim paid or approved by the State of New York. Persons who violate this Section may be liable for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of all damages, including consequential damages, sustained because of their action as well as costs incurred to recover any such penalties or damages.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

## EXHIBIT C

### LIST OF APPLICABLE FEDERAL LAWS

Certain statutes are expressly made applicable to use of the Award by Business under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The statutes include but are not limited to (each as may be subject to modifications applicable to the Award as set forth in the Recipient Agreement):

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments").

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284;. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.

(vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.);

the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

- (ix) National Environmental Policy Act of 1969 and implementing regulations.
- (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
- (xi) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xii) Fair Labor Standards Act and implementing regulations.
- (xiii) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
- (xiv) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xv) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (xvi) Drug-Free Workplace Act.