

Resolution 20-24

Finger Lakes Regional Land Bank Corporation Board of Directors

Moved by *Burnhart, Lorenzetti*

RESOLUTION AUTHORIZING CO-DEVELOPMENT AGREEMENTS WITH ITHACA NEIGHBORHOOD HOUSING SERVICES FOR 3104 COUNTY ROAD 139

WHEREAS, the Land Bank has reprogrammed the CRI grant award from Enterprise Community Partners to meet project deliverables for the years 2020 and 2021; and

WHEREAS, the Land Bank has identified the Ithaca Neighborhood Housing Services (INHS) Community Housing Trust Rehab Project at 3104 County Road 139, Town of Ovid as a eligible project under the grant and confirmed this with Enterprise Community Partners; and

WHEREAS, whereas INHS owns 3104 County Road 139 in the Town of Ovid; and

WHEREAS, the FLRLBC and INHS have drafted a Co-Development Agreement (Attachment A) for the purpose of working together to rehab a new single family home on the property that will be sold to a low to moderate income household through the Community Housing Trust program; and

WHEREAS, Enterprise Community Partners has confirmed that this project will count as a rehab in the CRI grant project deliverables; and

WHEREAS, the Co-Development agreement provides that the contribution made by the Land Bank towards the project will be reimbursed at the sale of the property to a qualified household at 5%; and

NOW, THEREFOR BE IT RESOLVED, by the Finger Lakes Regional Land Bank Corporation as Follows:

1. The recitals above are hereby incorporated into this resolution as if it fully set forth herein.
2. The Chairman, CEO/President, and Secretary of the FLRLBC are hereby authorized and directed to execute all documents on behalf of the FLRLBC which may be necessary and desirable to further the intent of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.
3. The other officers, employees and agents of the FLRLBC are hereby authorized and directed for and in the same name and on behalf of the FLRLBC to execute and deliver all such certificates, instruments, and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting desirable and proper to effect the purposes of the foregoing Resolution.
4. This Resolution shall take effect immediately.

I, Jill Henry, Secretary of the Finger Lakes Regional Land Bank Corporation, a corporation organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held and convened on August 25th, 2020, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect.

IN WITNESS THEREOF, the undersigned has affixed their signature this 25th day of August, 2020. The Corporation has no corporate seal.

x 
 Jill Henry
 Corporation Secretary

Resolution 20-24

RESOLUTION AUTHORIZING CO-DEVELOPMENT AGREEMENTS WITH ITHACA NEIGHBORHOOD HOUSING SERVICES FOR 3104 COUNTY ROAD 139

Moved: Barnhart, Lorenzetti

	Yes	Nay	Abstain	Absent
Cindy Garlick-Lorenzetti	[x]	[]	[]	[]
Robert Hayssen	[]	[]	[]	[x]
Jill Henry	[x]	[]	[]	[]
Don Northrup	[x]	[]	[]	[]
Melissa Nesbit	[x]	[]	[]	[]
Frank Sinicropi	[x]	[]	[]	[]
Kyle Barnhart	[x]	[]	[]	[]

Attachment A

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020 by and between:

Finger Lakes Regional Land Bank Corporation (the “Land Bank”)

1 DiPronio Drive
Waterloo, NY 13165; and

Ithaca Neighborhood Housing Services, Inc. (“INHS”)

115 W. Clinton Street
Ithaca, NY 14850

RECITALS

WHEREAS, the Land Bank, through a grant awarded by Enterprise Community Partners, 70 Corporate Center, 11000 Broken Land Parkway, Suite 700 (Enterprise) has the need and desire to support housing development within Seneca County, and

WHEREAS, INHS currently owns property at 3104 County Road 139; Ovid NY, and

WHEREAS, the Land Bank wishes to support INHS in the rehab and sale of the property located at 3104 County Road 139 to a qualified family prior to March 31st, 2021; and

WHEREAS, INHS has the personnel, skill, and expertise required to undertake the rehabilitation and sale of the property.

NOW THEREFORE, in consideration of the premises and mutual covenants and conditions, the parties agree:

SECTION 1. FUNDING SOURCES

The Land Bank has \$27,225.08 available in 2020 from an Enterprise grant for rehab activities at 3104 County Road 139; Ovid, NY.

SECTION 2. COMMITTED FUND AMOUNT

The total funding committed to the project shall be \$27,225.08 from the Land Bank’s Enterprise Grant.

SECTION 3. USE OF COMMITTED FUND

The Funds shall be used to reimburse INHS for eligible costs paid by INHS in the rehabilitation of a single-family home at the Property. Eligible costs include, without limitation, project design,

materials, site-work, and general construction activities. Other expenses INHS wishes to submit for reimbursement will require previous written approval from the Land Bank.

SECTION 4. PRE-COMMENCEMENT REQUIREMENTS

Prior to requesting reimbursement under this agreement, INHS shall submit to the Land Bank Certificates of Insurance evidencing the insurance coverages required by Section 5 of this Agreement, naming the Finger Lakes Regional Land Bank Corporation; Enterprise Community Partners, Inc.; and the County of Seneca as additional insureds.

SECTION 5. INSURANCE

INHS shall, at its sole expense, maintain the following insurance:

- A. Workers' Compensation and Employers Liability Complying with the laws of the State of New York and elsewhere as may be required and shall include:

- Bodily Injury by Accident: \$100,000 Each Accident
 - Bodily Injury by Disease: \$100,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit

- B. Commercial General Liability: (including Premises – Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability and Explosion, Collapse and Underground Coverages).

Occurrence Form:

General Aggregate:	\$2,000,000
Products/Completed Operations	\$2,000,000
Aggregate:	\$2,000,000
Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Medical Expense (any one person):	\$5,000

- C. Automobile Liability Including:
 - a. All Owned Vehicles
 - b. Hired Vehicles
 - c. Non-Owned Vehicles
 - Per Accident Limit: \$1,000,000

SECTION 6. CONDITIONS PRECEDENT TO DISBURSEMENT OF FUNDS

- A. The Land Bank shall disburse funds to INHS on a monthly schedule upon submission of invoices, receipts and other documentary proof, including without limitation copies of the front and back of cancelled checks, such proof to be reasonably satisfactory to the Land Bank.
- B. Prior to the disbursement of any funds and the start of work, the Land Bank requires proof that INHS has obtained all necessary zoning permits, building permits, licenses and/or certificates of appropriateness as well as any other items required by federal, state, county, or local laws, codes, or ordinances, for new construction on the Property.
- C. The Land Bank will only supply the Funds up to the amount of \$40,000 committed from the Enterprise Grant.
- D. INHS shall complete the project and obtain a certificate of occupancy utilizing its own resources and funding if the project cost on the Property rises above the allotted committed funds from the Town and Land Bank.

SECTION 7. INDEMNIFICATION BY INHS

To the fullest extent permitted by law, INHS shall indemnify, defend and hold harmless the Land Bank and the Land Bank's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from third party claims arising out of: (a) any failure of INHS to perform any of its obligations hereunder or (b) any malfeasance, misfeasance, nonfeasance or negligence or willful misconduct of INHS, its agents or employees.

SECTION 8. TERMINATION AT WILL

This Agreement may be terminated by either party for any reason or for no reason upon the giving of written notice to the other of such termination at least ninety (90) calendar days in advance of such date of termination. The parties shall work with each other in good faith during such notice period for the purpose of completing their respective obligations hereunder, including the completion of any Property renovations or construction in progress at the time of such notice of termination or the return of such unfinished Projects to the Land Bank in accordance herewith.

SECTION 9. TERMINATION FOR CAUSE

This Agreement may be terminated by either party for cause if the other party is in material breach of its obligations under this Agreement and such breach continues un-remedied for more than ten (10) days after the defaulting party receives written notice stating the specific item or items of material breach under this Agreement from the other party, provided that, if such breach is capable of cure but cannot be cured within such ten (10) day period, as long as the defaulting party commences a cure within such ten (10) day period and prosecutes the same with due diligence, there shall be no termination for cause.

SECTION 10. **CONSIDERATION**

INHS upon the mortgage closing shall reimburse the Land Bank the funds committed to the project 5% of the total contributed.

SECTION 11. **INCOME RESTRICTION**

It is the understanding of the parties that the terms of this agreement, and in particular of this article 11, are intended to guarantee the affordability of the improvements on the property for low and moderate income up to 100% of Area Median Income for Seneca County. INHS will meet this affordability requirement by continued stewardship of the property through its Community Housing Trust (CHT) program. Any property transfer will be subject to review by INHS to ensure transfer to an income-qualified household as per the Master Ground Lease commonly used in the CHT program.

SECTION 12. **SPECIAL OBLIGATION**

Notwithstanding any other provision of this Agreement, it is understood and agreed by INHS that in the performance of the agreements of the Land Bank herein contained and any obligation that the Land Bank may incur for the payment of money shall not constitute, create or give rise to a general pecuniary liability of the Land Bank, but any such obligation so incurred shall be a special obligation of the Land Bank and shall be payable solely out of the Funds actually received by the Land Bank from the Town of Romulus for the Property and this project.

SECTION 13. GROUND FOR CANCELLATION OF CONTRACT BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES

a. Notwithstanding anything herein to the contrary, this Contract 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.

b. 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.

c. In the event of cancellation or termination of this Contract pursuant to this Paragraph, any monies owing by the Land Bank for Services completed prior to the cancellation or termination shall be paid to the Contractor.

SECTION 15. MISCELLANEOUS

a. The waiver by each party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

b. This Agreement may not be assigned by either party without the other party's prior written consent.

c. This Agreement is binding upon and inures to the benefit of the parties, their respective successors and approved assigns.

d. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

e. This is the entire agreement between the Land Bank and INHS as to the subject matter hereof and supersedes any agreement heretofore entered into.

f. This Agreement may be amended only by a writing signed by the Land Bank and INHS.

g. The parties agree to submit to the jurisdiction of the Courts of Seneca County, State of New York for the resolution of any actions commenced in the enforcement of this Agreement.

h. This Agreement shall be governed by the laws of the State of New York.

i. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom. As used in this paragraph, attorneys' fees shall be deemed to include the full and actual costs of any legal services actually performed in connection with the matters involved calculated on the basis of the usual fee charged by the attorney performing such services and shall not be limited to mean "reasonable attorneys' fees" as defined in any statute or rule of court.

j. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement, or as limiting or defining the scope of any section.

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

Finger Lakes Regional Land Bank Corp.

Ithaca Neighborhood Housing Services, Inc.

By: _____

By: _____

Joseph P. McGrath
CEO/President

Johanna Anderson
Executive Director