

# Resolution 22-21

## Finger Lakes Regional Land Bank Corporation Board of Directors

### RESOLUTION AUTHORIZING A PURCHASE AND SALE CONTRACT WITH HABITAT FOR HUMANITY OF SENECA COUNTY FOR 108 MYNDERSE STREET

Moved by: *David Wood*

Seconded by: *Ernie Brownell*

**WHEREAS**, Finger Lakes Regional Land Bank acquired 108 Mynderse Street, Seneca Falls after municipal tax foreclosure; and

**WHEREAS**, the existing single family home on the property is vacant, abandoned, and distressed and has been condemned by The Seneca County Building and Fire Code Enforcement Department; and

**WHEREAS**, Habitat for Humanity of Seneca County has the desire and ability to take title, conduct demolition work, and construct a new single family home; and

**WHEREAS**, the Land Bank does not have grant funds currently available for any stabilization, demolition, rehab, or new construction work; and

**WHEREAS**, the Land Bank's mission states that "The Finger Lakes Regional Land Bank Corporation acquires, improves, and redistributes vacant, blighted, and tax abandoned properties to eliminate the harms and liabilities caused by such properties and return them to productive use, while being consistent with local municipalities' redevelopment and comprehensive plans; and

**WHEREAS**, transferring 108 Mynderse Street to Habitat for Humanity for demolition and new construction is consistent with the Land Bank's mission; and

**NOW, THEREFORE 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 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 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, Amanda Forney, 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 July 26th, 2022, 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 27 day of July, 2022. The Corporation has no corporate seal.

x   
Amanda Forney  
Corporation Secretary

# Resolution 22-21

## Finger Lakes Regional Land Bank Corporation Board of Directors

RESOLUTION AUTHORIZING A PURCHASE AND SALE CONTRACT WITH HABITAT FOR HUMANITY OF  
SENECA COUNTY FOR 108 MYNDERSE STREET

	Yes	Nay	Abstain	Absent
Frank Sinicropi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ernie Brownell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jill Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Les Marquart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Don Northrup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Barnhart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Wood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## AGREEMENT

**THIS AGREEMENT** is made this \_ day of July 2022 by and between:

**Finger Lakes Regional Land Bank Corporation** (the "Land Bank")  
I DiPronio Drive  
Waterloo, NY 13165; and

**Habitat for Humanity of Seneca County, Inc.** ("Habitat")  
20 E. Bayard Street  
Seneca Falls, NY 13148

### RECITALS

**WHEREAS**, Finger Lakes Regional Land Bank acquired 108 Mynderse Street, Seneca Falls after municipal tax foreclosure; and

**WHEREAS**, the existing single family home on the property is vacant, abandoned, and distressed and has been condemned by The Seneca County Building and Fire Code Enforcement Department; and

**WHEREAS**, Habitat for Humanity of Seneca County has the desire and ability to take title, conduct demolition work, and construct a new single family home; and

**WHEREAS**, the Land Bank does not have grant funds currently available for any stabilization, demolition, rehab, or new construction work; and

**WHEREAS**, the Land Bank's mission states that "The Finger Lakes Regional Land Bank Corporation acquires, improves, and redistributes vacant, blighted, and tax abandoned properties to eliminate the harms and liabilities caused by such properties and return them to productive use, while being consistent with local municipalities' redevelopment and comprehensive plans; and

**WHEREAS**, transferring 108 Mynderse Street to Habitat for Humanity for demolition and new construction is consistent with the Land Bank's mission; and

**NOW THEREFORE**, the parties agree as follows:

1. The Land Bank shall convey 108 Mynderse Street, Seneca Falls, NY (Tax Map# 06-2-07) ("the Property") to Habitat and in consideration thereof Habitat shall:
  - 1.1. Pay the Land Bank \$1.00 at the time of closing;
  - 1.2. Within three years of the closing of this sale,
    - 1.2.1. Demolish the current structure on the Property in accordance with this agreement;
    - 1.2.2. Build a single-family home on the Property;
    - 1.2.3. Sell the Property with improvements to a third party;



1.3. Provide notice to the Land Bank within 5 days of closing the sale to a third party that the Property has been sold and the sales price;

1.4. After the sale of the Property by Habitat to a third party, Habitat shall reimburse the Land Bank an amount not to exceed \$2,000 for any documented costs associated with this agreement and the transfer of the Property from the Land Bank to Habitat including but not limited to, administration and legal fees, contract preparation, and meeting attendance.

2. Habitat acknowledges that the Land Bank obtained title to the Property following a municipal tax foreclosure proceeding and, as such, the Land Bank makes no representations or warranties as to title to the Property other than the Land Bank has not done or suffered anything whereby the Property has been encumbered in any way whatsoever.

3. The Land Bank shall convey title to the Property by way of a Bargain and Sale Deed with a covenant against grantor's acts.

4. The Land Bank will not provide an abstract of title. Should Habitat desire an abstract of title, judgment, municipal, or other searches, Habitat shall order and bear all costs. The Land Bank will provide a limited title search done by Roseland Abstract certified from July 12, 1989 through August 13, 2021 and any other relevant documents in its possession.

5. Habitat agrees to accept the Property "as-is."

6. Habitat will demolish the existing home at 108 Mynderse Street utilizing its own financial resources after taking title to the property. Prior to the commencement of work, Habitat will apply for and be granted a demolition permit from Seneca County Codes.

7. Prior to the commencement of construction of a new single-family home, Habitat will apply for and be granted a zoning permit from the Town of Seneca Falls. Should Habitat wish the Land Bank to make this application on its behalf, the Land Bank will do so and seek reimbursement for any costs or fees from Habitat.

8. Prior to the commencement of construction of a new single family home, Habitat will apply for and be granted a building permit from the Seneca County Building and Fire Code Enforcement Department. Should Habitat wish the Land Bank to make this application on its behalf, the Land Bank will do so and seek reimbursement for any costs or fees from Habitat.

9. Habitat will conduct property maintenance including lawn care and snow removal during the period it owns the Property.

10. During demolition and new construction, Habitat will continuously display FLRLBC signage along with any Habitat signs. FLRLBC signs will be provided at no cost.

11. Prior to the third-party taking title to the completed project, the Property will be made available to the Land Bank/Seneca County for a tour, pictures, and possible press event.

12. **INDEMNIFICATION BY HABITAT.** To the fullest extent permitted by law, Habitat 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 Habitat to perform any of its obligations hereunder or (b) any malfeasance, misfeasance, nonfeasance or negligence or willful misconduct of Habitat, its agents or employees.

13. **TERMINATION FOR CAUSE.**

13.1. This Agreement may be terminated by either party for cause if the other party breaches any 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 of material breach. 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.

13.2. Upon a termination of this Agreement for cause, Habitat shall, within ten (10) days of such termination, return and re-convey to the Land Bank the Property by way of a Bargain and Sale Deed with a covenant against grantor's acts. The re-conveyance required is not meant to be the sole remedy of either party or a release by either party of the other and each party shall expressly retain all of its respective rights and remedies at law and in equity against the other which may arise from a termination of this Agreement.

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

14.1. Notwithstanding anything herein to the contrary, this agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager, director or officer of Habitat, 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.

14.2. Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

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

**15. IRAN DIVESTMENT ACT OF 2012 CERTIFICATION**

15.1. By signing this Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

**16. NOTICE** All notices required by or pertaining to this agreement shall:

1. Be in writing;
2. State clearly the notification being given;
3. Be deemed to be given and received (i) when personally delivered, or delivered by same-day courier; or (ii) on the fifth business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (iii) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (iv) when sent by email and upon the receipt by the sending party of written confirmation of receipt by the receiving party provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation; and
4. Be directed to the party using the contract information below.

Finger Lakes Regional Land Bank Attn: Joe McGrath	1 Dipronio Dr. Waterloo, NY 13165	<a href="mailto:jmcgrath@co.scncca.ny.us">jmcgrath@co.scncca.ny.us</a>
Habitat for Humanity Attn: Menzo Case		<a href="mailto:menzo.case@mygenbank.com">menzo.case@mygenbank.com</a>

Each party may, from time to time, designate a different address by notice given in conformity with this paragraph.

**17. MISCELLANEOUS**

17.1. 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.

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

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

17.4. 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.

17.5. This is the entire agreement between the Land Bank and Habitat as to the subject matter hereof and supersedes any agreement heretofore entered into except prior agreements relating to the Fall St. or Willard St. project.

17.6. This Agreement may be amended only by a writing signed by the Land Bank and Habitat.

17.7. 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.

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

17.9. 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 reasonable attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

17.10. 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.

17.11. The provisions of this contract which require actions of the parties after the transfer of property shall survive the closing and transfer of the Property.

17.12. Habitat's budget for this project is attached to this contract as Attachment A.

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



Finger Lakes Regional Land Bank Corp.

Habitat for Humanity of Seneca County,  
Inc.

By: \_\_\_\_\_

Joseph P. McGrath  
CEO/President

By: \_\_\_\_\_

Menzo Case  
President

DRAFT

