

HOUSING COLLABORATION DEVELOPMENT AGREEMENT  
BETWEEN  
CHEMUNG COUNTY PROPERTY DEVELOPMENT CORPORATION  
AND  
ARBOR HOUSING AND DEVELOPMENT

This agreement entered into as of the 1<sup>st</sup> day of September, 2017 between Chemung County Property Development Corporation (“CCPDC”), a 501(c)(3) organization and Arbor Housing and Development, a New York Not-For-Profit Corporation with offices at 26 Bridge St, Corning, NY 14830 (hereinafter “Arbor”).

RECITALS:

- A. Through the Land Bank Community Revitalization Initiative (“grant”), CCPDC desires to enhance the housing stock, play a pivotal role in the City of Elmira’s current downtown revitalization program, and eliminate blight and pockets of poverty within and surrounding the City’s downtown core area and provide services under this agreement appropriate to other parts of the County as determined by the CCPDC.
- B. The grant requires CCPDC to provide staffing in order to facilitate agreements for essential program support services, subject to board approval. Services include, recordkeeping, property appraisal, structural stabilization and maintenance, environmental review, demolition, and rehabilitation contract services.
- C. Arbor agrees to be the consulting entity that will administer the services described above and ensure grant compliance.
- D. The parties desire to implement the grant through a Memorandum of Understanding.

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by all of the parties, CCPDC, and Arbor hereby agree as follows:

I. Staffing

Arbor will provide staff resources through this M.O.U and will support the CCPDC Board of Directors with the administration of the Chemung County Property Development Corporation

II. Governance

Oversight of Arbor and the scope of work as identified within the Memorandum of Understanding will be provided by the CCPDC Board of Directors. The City of Elmira Community Development Department and Southern Tier Economic Growth will be available to Arbor in an advisory capacity.

III. Responsibility of Arbor Housing and Development

Arbor Housing and Development will provide administrative support as follows

- A. Board Support: Arbor will provide administrative support to the Board of Directors consistent with the provisions of this agreement and the job description for CCPDC Executive Director attached hereto and made a part hereof as Exhibit "A".
- B. Financial Record Keeping: Arbor will provide financial record keeping to CCPDC and shall provide CCPDC with periodic financial reports as directed by the Board and shall ensure that CCPDC complies with all Authority Budget Office requirements and guidelines.
- C. Planning/Policy Assistance: Arbor will provide the board with general planning and policy assistance to determine program needs and prioritize the use of resources.
- D. Outreach and Technical Assistance: Arbor will provide technical assistance to CCPDC, home owners, developers and contractors interested in participating in residential/commercial improvement programs and financing opportunities. This assistance may take the form of outreach, training sessions, consultations, and referrals to the appropriate agencies or service providers.
- E. Project Development and Program Management: Arbor will execute the work plan described in the grant application in collaboration with CCPDC. Additionally, Arbor will facilitate discussions among property owners, developers, and investors to improve properties in the target areas. Arbor will determine and administer the financial assistance provided in accordance with guidelines established by the grant. Arbor will assist with any housing study needs, and collaborate with county and city partners.
- F. Construction, Demolition, and Rehabilitation Oversight: Arbor will manage, coordinate, and facilitate the construction, demolition, and rehabilitation efforts of the grant on behalf of CCPDC. This may include, but is not limited to working with contractors, performing inspections of construction/ demolition progress, ensuring property testing is performed, select contractors, identify potential properties for CCPDC to acquire, sale/disposition of properties, and other grant requirements
- G. General Management and Related Work: Arbor will perform general management on behalf of CCPDC. Arbor will perform related work not contemplated or enumerated herein on behalf of CCPDC, as there may be additional work unknown to either party during the production of this agreement, but required under the grant.
- H. Receipt and payment of funds of the grant: Arbor acknowledged that it will not place any funds of or due to CCPDC with its own, and will promptly surrender any receipts to CCPDC so that such funds may be deposited in CCPDC's account in an authorized depository and under the exclusive control of the duly authorized officers(s) of CCPDC.
- I. Office Space and Staff: Arbor shall provide for office space in the City of Elmira and shall ensure adequate staffing patterns at this space to provide services as contemplated by this agreement.
- J. Legal Services: CCPDC shall provide for the provisions for legal services and shall pay the fees required to represent the operational and administrative interest of CCPDC.
- K. Budget: The budget attached hereto and made a part hereof as Exhibit "B" shall represent the fee for service that shall be paid to Arbor in the performance of the agreement.

IV. Financial Commitment

Consideration shall not exceed \$105,000.00 per year. Invoices shall be submitted at the end of each month to CCPDC in order for payment to be processed at the beginning of each month. Advance payments shall be made on a monthly basis in equal installments of \$8,750.00 per month.

V. Term

The term of this agreement shall commence on September 1, 2017 and continue through August 31, 2019

VI. Termination

Any party may terminate this agreement at any time by giving written notice to the other parties prior to the January 1 that precedes the following August 1 fiscal year start

VII. Notices

Any notices required or desired by the parties shall be sent by registered or certified mail to:

Thomas Sweet CCPDC Board Chair C/O Chemung County Legislature PO Box 588 Elmira, New York 14902-0588	Jeffrey E. Eaton, President/CEO Arbor Housing and Development 26 Bridge St Corning, NY 14830
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VIII. Remedies Cumulative

No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled at law or in equity.

IX. Non-Waiver

The failure of either party to insist in any one or more instances upon a strict performance of any covenant of this Agreement or the waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver or relinquishment of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by either party unless waived by written instrument.

X. Full Authority

RECEIVED SEP 28 2014

Chemung County Property Development Corporation

Each signatory to this Agreement is vested with full authority to execute and deliver this Agreement on behalf of the party for which he or she is acting, in the capacity set forth below, and each entity that is a party to this Agreement has undertaken and completed all requisite processes and resolutions to authorize the party to enter into the agreements herein set forth.

XI. Force Majeure

Neither party shall be required to perform any of its obligations under this agreement, nor shall such party be liable for loss or damage for failure to do so, nor shall the other part thereby be released from any of its obligations under this agreement, where such failure by the non-performing party arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accident, riots, civil commotions, acts of war, results of any warfare or warlike conditions in this or any foreign country, fire or casualty, legal or regulatory requirements, energy shortage or other causes beyond the reasonable control of the non-performing party.

XII. Compliance with Law

Each party to this agreement shall adopt and adhere to such policies, practices and procedures as may be reasonably necessary or useful to ensure that such party's performance of this Agreement is in compliance with all applicable laws and regulations, including with respect to procurement and contracting, minimum wage, prevailing wage, records retention, and all other state, federal, or local requirements, acknowledging that activities of CCPDC may be constrained by such considerations.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement intending to be bound as of the date first set forth above

Chemung County Property Development Corporation

Thomas Sweet 9/22/12  
Thomas Sweet, Chair Board of Directors (Date)

Arbor Housing and Development

Jeffrey E. Eaton 9/19/2017  
Jeffrey E. Eaton, President/CEO Arbor Housing and Development (Date)