

Corning City Housing Development Collaboration

**HOUSING COLLABORATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF CORNING, NEW YORK
AND
THREE RIVERS DEVELOPMENT FOUNDATION
AND
ARBOR HOUSING & DEVELOPMENT**

This AGREEMENT entered into as of the 16th day of August, 2016 between: the City of Corning, New York ("City"), a New York Municipal Corporation chartered under the laws of the State of New York with offices located at 500 Civic Center Plaza, Corning, New York 14830 (herein after "the City"); Three Rivers Development Foundation, a New York not-for-profit corporation with offices at 19 E. Market Street - Suite 201, Corning, NY 14830 (hereinafter "Three Rivers"); and Arbor Housing and Development, a New York not-for-profit corporation with offices at 26 Bridge Street, Corning, NY 14830 (hereinafter "Arbor").

RECITALS:

- A. The City of Corning adopted a city-wide Housing Strategy on January 5, 2015; and
- B. Through that initiative, the City desires to enhance its housing stock, providing diverse housing choices through refurbished neighborhoods and structures, to meet the needs of its citizens; and
- C. The Strategy calls for the City to be an active participant in a public-private Collaboration to address a wide range of housing issues through a market-driven approach; and
- D. Three Rivers and Arbor desire to be active participants in that collaboration; and
- E. The parties desire to implement the Corning Housing Strategy through a Public-Private Collaboration;

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, the City, Three Rivers, and Arbor hereby agree as follows:

I. Collaboration:

The City, Three Rivers, and Arbor will work collaboratively to establish and maintain a public-private initiative ("the Collaboration") to address housing issues within the City of Corning, New York.

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II. Governance

Oversight and determinations of the Collaboration shall be under the supervision of a 19-member Committee to be known as the Corning Housing Committee.

- A. Committee Composition:
- 6 Representatives of Three Rivers Development Foundation
 - President of Corning Enterprises
 - 3 Representatives of Arbor Housing & Development
 - 1 Appointed by the City's Mayor
 - 1 Appointed by the City's Chief Executive Officer
 - 1 Appointed by the City's Chief Financial Officer
 - 1 Representative of the City's Planning Commission, appointed by that Commission
 - 2 Representatives of Local Housing Agencies with Offices in the City, one of which is the President/CEO of Arbor Development
 - 3 City Residents-at-Large appointed by Three Rivers Development Foundation
- B. Meetings will be chaired by the President of Three Rivers, or in her/his absence the City's Chief Executive Officer.
- C. Committee Responsibilities.

The Committee shall provide overall direction for the Collaboration including:

1. Serve as the forum for developing consensus and addressing concerns among stakeholder groups.
 2. Develop the Collaboration's goals and objectives and monitor progress through a set of metrics and goals
 3. Direct the Collaboration's overall financial resource allocation.
 4. Establish the scope of services and initiatives provided by the Collaboration.
 5. Set the priorities of geographic locations and housing types to be targeted.
 6. Determinations of the Committee shall be made by a majority of all Committee members eligible to vote (not just of those present).
- D. Three Rivers Development Foundation may establish procedures to govern operation of the Corning Housing Committee and its sub-committees.
- E. There will be an Executive Committee to guide and oversee regular day to day operations of the Collaboration. It will consist of:
- The President of Three Rivers Development Foundation
 - The President of Corning Enterprises
 - The Mayor's Appointee
 - The President / CEO of Arbor Housing and Development
 - The Appointee of the City's Chief Executive Officer

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III. Responsibilities of Three Rivers Development Foundation and Arbor Housing and Development

Three Rivers and Arbor will provide administrative support for the housing Collaboration.

- A. Committee Support: Three Rivers will provide administrative support to the Collaboration including scheduling, meeting room space, and general clerical assistance.
- B. Financial Record Keeping: Arbor will provide financial record keeping for the Collaboration and shall provide the City and Three Rivers with periodic financial reports as directed by the Committee.
- C. Planning/Policy Assistance: Arbor and Three Rivers will provide the Committee and subcommittees with general planning and policy assistance to determine program needs and prioritize the use of resources.
- D. Grant Writing Assistance: Arbor will assist the Collaboration with identifying and applying for grant and sponsorship funding.
- E. Outreach and Technical Assistance: Arbor will provide technical assistance to home owners, developers and contractors interested in participating in residential 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.
- F. Project Development and Program Management: 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 Committee..

IV. Financial Commitment

Subject to its right of termination pursuant to Article VI, and with a fiscal year established as August 1 through July 31:

A. The City will contribute the following fiscal year payments to offset administrative costs of the Collaboration, subject to dissolution of the Corning Housing Authority and subsequent transfer of the Authority's assets to the City.

<u>DATE</u>	<u>AMOUNT</u>
September 1, 2016	\$50,000
September 1, 2017	\$50,000
September 1, 2018	\$50,000
September 1, 2019	\$50,000

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B. Three Rivers Development will contribute the following fiscal year payments to offset administrative costs of the Collaboration and provide program funding. Payments are to be made one half in September and the other half in the following February of the fiscal year.

<u>DATE</u>	<u>AMOUNT</u>
September 1, 2016	Up to \$250,000
September 1, 2017	Up to \$250,000
September 1, 2018	Up to \$250,000
September 1, 2019	Up to \$250,000

V. Term

The Term of this Agreement shall commence on August 1, 2016 and continue through July 31, 2020.

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:

CITY	THREE RIVERS	ARBOR
Mark L. Ryckman	Betsey Hale	Jeffrey E. Eaton
City Manager	President	Chief Executive Officer
500 Civic Center Plaza	19 E. Market Street, Ste. 201	28 Bridge Street
Corning, NY 14830	Corning, NY 14830	Corning, NY 14830

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

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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

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 party 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

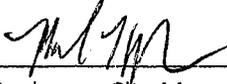
Each party to this Agreement shall adopt and adhere to such policies, practices and procedures as may be reasonably necessary or useful to ensure that such party's performance of this Agreement is in compliance with all applicable laws and regulations, including with respect to procurement and contracting,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

[Signature Page Follows]

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

City of Corning:



Mark L. Ryckman, City Manager 8/16/16
Date

Three Rivers Development Foundation:



Betsy L. Hale, President 8/16/16
Date

Arbor Housing and Development:



Jeffrey E. Eaton, CEO 8/18/16
Date