



---

To: Board of Directors; Greater Syracuse Property Development Corporation  
John Sidd  
From: Katelyn Wright  
Date: May 14, 2015  
Re: Board of Directors Meeting –May 18, 2015

---

The Greater Syracuse Property Development Corporation will hold a meeting of the Board of Directors on **Monday, May 18, 2015 at 8:00 A.M.** in the third floor conference room at the CNY Philanthropy Center at 431 E. Fayette Street, Syracuse, NY 13202.

- I. **Call to order**
- II. **Roll Call**
- III. **Proof of Notice**

IV. **New Business**

- A. 3416 Midland Ave enforcement mortgage
- B. Sale of multiple properties
- C. Authorize purchase of 1232-34 Butternut Street  
Located between two land bank properties
- D. Enter into brokerage contracts pursuant to the Land Bank's RFP

V. **Discussion**

- City Budget approved with \$1.5 million line for the Land Bank, awaiting Administration's proposal for a funding contract
- Land Bank's ability to hold Purchase Money Mortgages
- 2015 County funding
- Sewer unit charges
- Update on County Comptroller/City Auditor audit
- Update on the NY Land Bank Association's Legislative Agenda
- Discuss cost of liability insurance on vacant lots
- Expansion of the Teachers/Public Safety Employees discount program to additional groups

VI. **Adjournment**



**PLEASE POST**

**PLEASE POST**

**PLEASE POST**

PUBLIC MEETING NOTICE

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

HAS SCHEDULED A BOARD OF DIRECTORS MEETING

FOR

8:00 AM, Monday, May 18, 2015

At

The CNY Philanthropy Center  
431 E. Fayette Street  
Third Floor Conference Room  
Syracuse, NY 13202

For more information, please contact Katelyn Wright at 315-422-2301 or  
[kwright@syracuselandsbank.org](mailto:kwright@syracuselandsbank.org)

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened in public session at the offices of the GSPDC located at 431 E. Fayette Street, Suite 375, Syracuse, New York 13202 on May 18, 2015 at 8:00 a.m.

The meeting was called to order by the Chairman and, upon roll being called, the following directors of the GSPDC were:

**PRESENT:**

Vito Sciscioli, Chair  
Daniel Barnaba, Treasurer  
Dwight L. Hicks, Secretary  
James Corbett, Vice-Chair  
Julie Cerio, Director

Absent:

**FOLLOWING PERSONS WERE ALSO PRESENT:**

Katelyn E. Wright                      Executive Director  
John Sidd, Esq.                        GSPDC Counsel

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

Resolution No.: 14 of 2015

**RESOLUTION AUTHORIZING THE SALE OF  
MULTIPLE PARCELS OF REAL PROPERTY**

WHEREAS, New York Not-For-Profit Corporation Law §1609(d) authorizes the GSPDC to convey, exchange, sell, or transfer any of its interests in, upon or to real property; and

WHEREAS, New York Not-For-Profit Corporation Law §1605(i)(5) requires that a sale of real property be approved a majority vote of the Board of Directors; and

WHEREAS, Section 4 of the GSPDC's Disposition of Real and Personal Property (the "Property Disposition Policy") permits the GSPDC to dispose of property for less than fair value by negotiation when the disposal is within the mission, purpose, or governing statute of the GSPDC, subject to obtaining such competition as is feasible under the circumstances; and

WHEREAS, Section 4 of the Property Disposition Policy also permits the GSPDC to dispose of property by negotiation when the fair market value of the property does not exceed Fifteen Thousand Dollars (\$15,000.00), subject to obtaining such competition as is feasible under the circumstances; and

WHEREAS, all disposals of GSPDC property must be made to qualified buyers pursuant to Section 5 of the Property Disposition Policy; and

WHEREAS, the GSPDC owns certain parcels of real property situate in the City of Syracuse, County of Onondaga, and State of New York and more particularly identified on the Properties List attached hereto as Schedule A (individually, a "Property" or collectively, the "Properties"); and

WHEREAS, each Property's appraised fair market value is set forth on the Properties List; and

WHEREAS, GSPDC staff, after evaluating all purchase offers received for the Properties in accordance with the Property Disposition Policy, have recommended that the GSPDC sell each Property to the corresponding Buyer identified on the Properties List (individually, a "Buyer" or collectively, the "Buyers") in accordance with the terms and conditions set forth therein; and

WHEREAS, GSPDC staff have determined that each Buyer is a qualified buyer; and

WHEREAS, the GSPDC has obtained such competition as is feasible under the circumstances for each Property by advertising the Property on its website and/or listing the Property with a licensed real estate broker; and

WHEREAS, if any Property with a fair market value exceeding Fifteen Thousand Dollars (\$15,000) is being disposed of by negotiation, whether or not the Property's purchase price exceeds its fair market value, GSPDC staff have determined that selling the Property to the proposed Buyer will benefit the public by increasing tax revenues, helping to enhance property values in the neighborhood in which the Property is located, and/or abating safety hazards that may be present at the Property; and

WHEREAS, as each Buyer's plans are consistent with the mission, purpose and governing statute of the GSPDC, the Property Disposition Policy permits the GSPDC to sell each Property to the corresponding Buyer by negotiation; and

WHEREAS, if any Property is being disposed of for less than fair market value, the Board of Directors (the "Board") has considered the information set forth in Section 4(g)(ii) of the Property Disposition Policy and has determined that there is no reasonable alternative to the proposed transfer that would achieve the same purpose of such transfer; and

WHEREAS, the GSPDC desires to sell each Property to the corresponding Buyer identified on the Properties List at the price which was offered by each Buyer, as set forth on the Properties List; and

WHEREAS, as may be noted on Properties List, the GSPDC shall require certain Buyers to execute and deliver a Development Enforcement Note and Mortgage to ensure that the Buyer fulfills its development and use commitments to the GSPDC.

NOW, THEREFORE, BE IT RESOLVED BY THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The recitals above are hereby incorporated into this Resolution as if fully set forth herein.

Section 2. The Members of the Board hereby authorize the GSPDC to sell each Property to the corresponding Buyer identified on the Properties List and authorize the Executive Director to enter into a Contract to Purchase with the GSPDC as seller and the Buyer as buyer with respect to each Property. Each Contract to Purchase will be agreeable in form and content to the Executive Director and GSPDC counsel.

Section 3. The Chairman, Vice Chairman and the Executive Director of the GSPDC are each hereby authorized and directed to execute all documents on behalf of the GSPDC which may be necessary or 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.

Section 4. The other officers, employees and agents of the GSPDC are hereby authorized and directed for and in the name and on behalf of the GSPDC 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.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Vito Sciscioli	VOTING	___
Daniel Barnaba	VOTING	___
Dwight L. Hicks	VOTING	___
James Corbett	VOTING	___
Julie Cerio	VOTING	___

The foregoing Resolution was thereupon declared and duly adopted.

STATE OF NEW YORK            )  
COUNTY OF ONONADAGA       ) ss.:

I, the undersigned Secretary of the Greater Syracuse Property Development Corporation (the "GSPDC"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the directors of GSPDC, including the Resolution contained therein, held on May 18, 2015 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all directors of GSPDC had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the directors of GSPDC present through said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 18<sup>th</sup> day of May, 2015.

---

Dwight L. Hicks, Secretary



**May 18, 2015 Sales Summary**

**1) 111 Cheney Street – vacant single-family house**

Date Acquired: 8/4/14

Asking Price: \$5,000

Listed: 5/1/15

Appraised Value: \$12,000

Broker: N/A (listed only on LB website)

This property needs substantial renovation and HHQ and Jubilee are jointly applying to the City of Syracuse for \$75,000 in renovation funds. They ask that we deviate from the 60-day waiting period before accepting offers below 90% of asking price so that they can complete construction in this construction season.

Based on the Land Bank’s disposition policies staff recommends deviating from the 60-day waiting period for offers below 90% of asking and selling to Home HeadQuarters with an enforcement mortgage to be discharged as soon as a commitment letter for affordable housing subsidy is filed with the Land Bank.

111 Cheney Street Purchase Offer	
Applicant	Home HeadQuarters, Inc.
Offer	\$2,500
Plan	Renovate for Owner-Occupancy
Notes/Recommendations	See above

**2) 678 W. Onondaga Street – vacant office building (converted mansion)**

Date Acquired: 4/23/14

Asking Price: \$18,000

(re)Listed: 2/25/15

Appraised Value: \$16,000

Broker: Willowbank Company

This property is a locally designated landmark and is eligible for listing on the National Register of Historic Places, which would make historic tax credits and a number of grants available. It needs significant rehabilitation. Two Baum related foundations are each interested in the property as it is where L. Frank Baum met his future wife. The Lyman Frank Baum Foundation, Inc. previously had a contract to purchase 678 W. Onondaga Street that was terminated after six months, during which time the Foundation did not apply for any grants as site-control was meant to enable them to do. The International L Frank Baum and All Things Oz Historical Foundation’s estimated renovation budget does seem more realistic given the condition of the building, but financing proposals for both organizations are dependent on grants and fundraising to complete their proposed projects. The Lyman Frank Baum Foundation notes that Ed Reilly will assist with project management, but Mr. Reilly’s letter of support clearly states he will be available in an advisory capacity but not for day-to-day project management. This undertaking will be a complex endeavor. Common Councilor Chad Ryan has provided a letter of support for the Lyman Frank Baum Foundation and Councilor Kathleen Joy is acting pro bono as the Foundation’s real estate attorney.

The L. Frank Baum and All Things Oz Historical foundation has recently fully renovated a building to function as their museum in Chittenango and on average they raise about \$18,000 per year at the festival. Their application includes letters of support from Onondaga County Legislator Kevin Holmquist, Manlius Town Supervisor Ed Theobald, and the Mayor of Chittenango.

“Schedule A”

Given the redevelopment experience and proven fundraising capacity of The International L. Frank Baum and All Things Oz Historical Foundation the Land Bank staff recommend sale of 678 W. Onondaga Street to The International L. Frank Baum And All Things Oz Historical Foundation. Sale to either would require the board deviate from our typical requirement that all financing be in place prior to closing. Applicant would like to close ASAP in order to have access to the property during this year’s Oz-Stravaganza in June.

678 W. Onondaga Street Purchase Offers		
Applicant	The Lyman Frank Baum Foundation, Inc.	<b>The International L. Frank Baum And All Things Oz Historical Foundation</b>
Offer	\$1,000	<b>\$1</b>
Plan	Renovate for rental space + Baum Museum	<b>Renovate for office/community space + a stop on Oz tours</b>
Notes/Recommendations	Estimated total project cost of \$157,000.	<b>Estimated total project cost of \$300,000. Applicants have redeveloped museum space in Chittenango and organize the annual Chittenango Oz-Stravaganza.</b>

**3) 111 Gertrude Street – vacant single-family house**

Date Acquired: 4/23/14

Asking Price: \$9,900

Listed: 2/17/15

Appraised Value: \$7,000

Broker: Tempo Realty

This property was occupied when acquired by the Land Bank and it took quite some time to get it vacated and ready for sale. We also spent a great deal of time analyzing whether this property would be appropriate for Attorney General funded renovation prior to listing it for sale in the Land Bank’s Home Ownership Choice program. This program typically only accepts applications from buyers who will renovate (if necessary, which is necessary in this case) or buyers who will renovate and sell to an owner occupant. The home in its existing condition requires extensive renovation. The home is located near the Hawley Green National Register District and we expect the district to be expanded later this year and to encompass this block.

In this case the next door neighbor, Michael Casler, insisted that as an adjacent property owner he wouldn’t be the typical landlord and wanted his application considered as well. He’s lived in the neighborhood for 30 years and owned his home next door for 13. His home is extremely well cared for. He has secured a pre-approval for the landlord loan fund that the Land Bank is backing and HHQ is managing to cover purchase and renovation of the property. Mr. Casler has expressed that he would prefer not to see the number of units increase on this property since a home in the rear of the lot would intrude upon the privacy of the block’s back yards.

Laci’s Real Estate Ventures proposes to renovate the house and construct a ‘tiny home’ in the rear of the property and sell each structure to an owner occupant. Applicants own a number of investment properties in the immediate neighborhood. Applicants state that they plan to build a ‘tiny house’ in the rear of the property and sell that to an owner occupant, as well. They have provided proof of cash financing. The property is in a Residential, Class B zoning district that would allow this number of units, but development of a second structure would require several variances for lot coverage, lack of on-site parking, and similar issues.

Both applicants’ scope of work for the renovation are comparable. Based on the Land Bank’s disposition policies staff recommend sale to Michael Casler with an enforcement mortgage to be discharged once the home is fully renovated despite the policy to favor owner occupancy given his adequate financing, his concerns about the character of his property being altered by the addition of another unit overlooking his backyard, and the fact that a neighboring landlord will show care and attention to their adjacent rental property. We will strongly encourage Mr. Casler to take a landlord training course.



"Schedule A"

111 Gertrude Street Purchase Offers		
Applicant	Laci's Real Estate Ventures LLC	Michael Casler
Offer	\$1,000	\$4,500
Plan	Renovate for Sale to Owner Occupant + new construction	Renovate for Rental
Notes/Recommendations	Plans to develop a second unit and sell both to owner occupants. Plan to invest \$50,000 in the rehab and an unknown amount in the construction of a second unit.	Applicant lives next door. Plans to invest \$38,500 - \$40,000 in renovations (doing much of the work himself) and operate the property as a rental.

**4) 606 Pond Street – vacant two-family**

Date Acquired: 10/2/14

Asking Price: \$24,900

Listed: 4/21/15

Appraised Value: \$7,000

Broker: Tempo Realty

This vacant two-family was received as a donation from Wells Fargo Bank. Both potential buyers have experience in similar renovations and although the amount invested is different the plans are comparable. Based on the Land Bank's disposition policies staff recommends sale to Santino Crisafulli with an enforcement mortgage to be discharged once the proposed renovations are complete and closing to occur only after he's completed renovations of 418 Sunset, already acquired from the Land Bank and where renovations are underway.

606 Pond Street Purchase Offers		
Applicant	Ngoc Nguyen	Santino Crisafulli
Offer	\$24,900	\$26,000
Plan	Renovate for rental	Renovate for rental
Notes/Recommendations	Plans to invest \$34,800	Plans to invest \$22,100. Recently closed on two other Land Bank properties but has already started renovations.

**5) 137 Parkway Drive – vacant two-family residence**

Date Acquired: 8/4/14

Asking Price: \$30,900

Listed: 4/16/15

Appraised Value: \$20,000

Broker: Willowbank Company

This vacant, two-family home has recently been listed and this is the first qualified offer received. Ms. Poleon has experience renovating and managing rental properties.

Based on the Land Bank's disposition policies staff recommends sale to Ms. Poleon with an enforcement mortgage to be discharged once the proposed renovations are complete.

137 Parkway Drive Purchase Offer	
Applicant	Scholastica Poleon
Offer	\$28,000
Plan	Renovate for rental
Notes/Recommendations	Renovate for rental. Plans to invest \$16,100. Buyer owns a two family at 532 Gifford and rents out one of the two units.

"Schedule A"

**6) 4684 North Street– vacant one-family residence in Jamesville**

Date Acquired: 1/15/15

Asking Price: \$64,900

Listed: 2/12/15

Appraised Value: \$65,000

Broker: Willowbank Company

This property was foreclosed on by Onondaga County for property tax delinquency and pursuant to a request from the Land Bank, the County Legislature voted to divert it from the auction and sell the property to the Land Bank for \$1. This enabled the Land Bank to review and screen buyers to ensure that the buyer’s plan includes adequate investment in renovations and to rely on the Land Bank’s enforcement mortgage as a means to ensure more predictable long-term outcomes than the auction process. After we listed the property in our Home Ownership Choice program, we were contacted by an attorney that was working with the previous owner. The attorney notified us that the property needed a new septic system because the current system is partially on the adjacent property. Both of these buyers are aware of this updated information and their plans include a new septic system. This was not taken into account when deriving our listing price. We estimate this cost to be approximately \$7,500 - \$10,000.

Based on the Land Bank’s disposition policies staff recommends sale to Phil Capozzi with an enforcement mortgage to be discharged once the proposed renovations are complete and the home is sold to an owner occupant.

4684 North St Purchase Offer		
Applicant	<b>Phil Capozzi</b>	Gwenerdette Battle
Offer	<b>\$22,875</b>	\$6,400
Plan	<b>Renovate for Sale to Owner Occupant</b>	Renovate and owner occupy
Notes/ Recommendations	<b>Plans to invest \$35,000</b>	Plans to borrow \$20,000 for renovations. Has sufficient income to maintain property.

**7) 355-57 W. Kennedy Street – partially occupied two-family residence**

Date Acquired: 3/12/14

Asking Price: \$28,500

Listed: 3/31/15

Appraised Value: \$20,000

Broker: Willowbank Company

We’ve recently listed this two-family property for sale and received two qualified offers prior to our deadline. One additional incomplete offer for rental purposes was received after the deadline. The Eversley family has been renting in the neighborhood and would like to purchase this property in order to own their own home. Mr. Eversly has completed the HHQ first time home buyers program and has a preapproval letter from HHQ for financing. They plan to work with a consultant to obtain numerous grants available to home owners for renovations and energy upgrades.

Based on the Land Bank’s disposition policies I recommend sale to Mr. Eversly with an enforcement mortgage to be discharged once the proposed renovations are complete.

355-57 W. Kennedy Street Purchase Offers		
Applicant	<b>Clint Eversley</b>	Clifton Browne
Offer	<b>\$28,500</b>	\$26,050
Plan	<b>Renovate and Owner Occupy</b>	Renovate for Rental
Notes/Recommendations	<b>Plans to invest \$30,000 from a mix of loans and grants not yet committed. Plans a ‘green,’ energy efficient renovation.</b>	Plans to invest \$3,500. He has owned and operated 3 other rentals for 30 years

“Schedule A”

**8) 372-74 W. Kennedy Street – vacant two-family residence**

Date Acquired: 3/26/14

Asking Price: \$21,300

Appraised Value: \$20,000

Listed: 3/31/15

Broker: Willowbank Company

This two family property was recently vacated and put on the market for sale. Sharon Hunter and her two children currently live next door with her mother, Dorothy, who has owned that property for 40 years. Sharon and her son will occupy the first floor unit and her daughter will occupy the second floor unit.

Hakim Hameed has purchased another property from the Land Bank and is in the process of renovating it. There were two other offers submitted but their proof of financing was insufficient.

Based on the Land Bank’s disposition policies, staff recommends sale to Sharon & Dorothy Hunter with an enforcement mortgage to be discharged once the proposed renovations are complete and the home is owner occupied. Closing will be contingent on Sharon Hunter completing a homebuyer education course.

372-74 W. Kennedy Street Purchase Offers		
Applicant	Sharon & Dorothy Hunter	Hakim Hameed
Offer	\$21,500	\$14,000
Plan	Renovate and Owner Occupy	Renovate for rental
Notes/Recommendations	Plans to invest \$29,800 in renovations.	Plans to invest \$20,000 in renovations.

**9) 435 and 437 N. Salina Street**

Date Acquired: 11/3/14

Asking Price: \$99,000 and \$49,000

Appraised Value: \$70,000 and \$28,000 respectively

Listed: 11/21/14

Broker: Willowbank Company

Both plan to renovate for mixed use commercial rental. University Hill would expand the restaurant to fill the first floor of both buildings and build out 6 residential rental units in the upper floors. He has extensive experience renovating and managing residential and commercial rental properties in the Westcott and University neighborhoods.

Coviello & Lacey have less experience managing this type of redevelopment, but are currently engaged in the redevelopment of the Huntley Building in Strathmore. They would plan to build out 3-5 residential units on the upper floors and may expand the restaurant to cover both buildings’ first floors or maintain the ground floor of 437 as a separate commercial or office rental space depending on demand. Note: Garth Coviello is a member of the Land Bank Citizens Advisory Board.

Both plan to use historic rehabilitation tax credits. There is no on-site parking except a garage attached to the rear of 437. There is adequate street parking on Salt Street that the properties back up to.

435 and 437 N. Salina Street Purchase Offers		
Applicant	University Hill	Coviello & Lacey
Offer	\$10,000	\$15,000
Plan	Renovate for mixed-use rental	Renovate for mixed-use rental
Notes/Recommendations	Plans to finance and doesn’t have commitments yet, but shows cash on hand adequate to complete the project.	Currently facing a financing gap. Expect to finance with CPC.

## **BROKERAGE AGREEMENT**

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **Greater Syracuse Property Development Corporation**, a New York not-for-profit corporation with offices at 431 E. Fayette Street, Suite 375, Syracuse, New York 13202 (the "Owner"), and \_\_\_\_\_ a \_\_\_\_\_, whose principal office and place of business is \_\_\_\_\_ (the "Broker").

**WHEREAS**, Owner is the owner of certain parcels of real property identified on the list of properties attached hereto and made a part hereof as Schedule A, to be amended from time to time by the Owner as provided for herein (the "Properties"); and

**WHEREAS**, Owner desires to engage Broker to market and sell the Properties, as directed by the Owner and on the terms and conditions set forth herein; and

**WHEREAS**, Broker is willing to perform such services, as provided for herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the full and faithful performance by the Broker of all the terms, conditions and obligations imposed upon the Broker hereunder, the Owner and the Broker hereby agree as follows:

1. **Exclusive Agency.** The Owner grants to the Broker the exclusive agency to sell the Properties under the terms of this Agreement.
2. **Term.** The rights and obligations created by this Agreement shall commence on \_\_\_\_\_, 2015 and shall terminate at midnight on \_\_\_\_\_, 20\_\_ (the "Ending Date").
3. **Duties of Broker.** The Broker shall use its best efforts to bring about the sale of the Properties. The Broker agrees to provide all reasonable and customary real estate brokerage services with regard to the Properties including, without limitation, (1) promptly listing and advertising the Properties with the Multiple Listing Service and other appropriate media, (2) including the Properties with the other listings maintained by the Broker, (3) placing appropriate signage on the Properties indicating that they are for sale, (4) showing the Properties to prospective buyers, (5) promptly notifying the Owner in writing of prospective buyers and (6) informing prospective buyers of Owner's application process to purchase the Properties and providing such buyers with copies of all relevant application materials including, but not limited to, Owner's buyer information

sheet (collectively, the "Brokerage Services"). The Broker shall be responsible for paying all fees and expenses incurred in connection with the Brokerage Services.

4. **Description of the Properties.** The parties acknowledge that the Properties owned by the Owner and for which the Broker will provide Brokerage Services will change as the Owner acquires and disposes of Properties during the term of this Agreement. As such, Owner shall periodically provide Broker with an up-to-date Schedule A as Owner acquires and disposes of Properties during the term of this Agreement ("Updated Schedule A"). The Broker agrees that Schedule A may be updated by the Owner as provided for herein, and Broker shall provide Brokerage Services to all Properties identified on the Updated Schedule A.

5. **No Warranties or Representations by Owner.** The Owner makes no warranties or representations of any kind or nature to the Broker in connection with this Agreement or the Properties.

6. **Warranties and Representations of Broker; Insurance.** The Broker warrants and represents to the Owner that the Broker is duly licensed under Article 12-A of the New York Real Property Law. Broker further warrants and represents that it shall comply with all applicable federal, state and local laws in relation to providing the Brokerage Services including, but not limited to, laws applicable to housing discrimination and fair housing standards. The Broker shall, during the entire term of this Agreement, maintain comprehensive general liability insurance for claims for personal injury, death, or property damage with limits of not less than \$1,000,000 combined single limit. Broker shall, prior to commencement of the term, deliver to Owner certificates of all policies of insurance required to be provided by it under the terms of this Agreement and including an endorsement which states that such insurance may not be cancelled except on at least thirty (30) days prior written notice to Owner.

7. **Terms of Sale.** The Broker shall only sell the Properties on terms and conditions that are acceptable to the Owner in its sole discretion.

8. **Broker's Authority to Receive Deposit.** The Broker is authorized to receive a deposit from any buyer who offers to purchase a Property and shall promptly notify Owner of the receipt of any such deposit. The deposit shall be considered accepted only when a Contract to Purchase is entered into between the Owner and a buyer.

9. **Sale Commission.**

a. In the event of the sale of any one of the Properties during the term of this Agreement (the "Sale"), the Broker shall be entitled to a commission of \_\_\_\_\_

percent ( \_\_ %) of the total sale price, payable out of such purchase price upon closing in accordance with the terms and condition of this Agreement (the "Sale Commission"); provided, however, that the Broker shall be solely responsible for the payment of any commissions, fees, reimbursement or other compensation of and to any co-brokers (including, but not limited to, payment to any such co-broker of a portion of the Sale Commission), and Owner shall not be liable under any circumstance for the payment of the same.

- b. No Sale Commission shall be earned, due or payable with regard to the Sale unless the following contingencies are fulfilled: (i) a Contract to Purchase is entered into between the Owner and the buyer upon terms and conditions acceptable to the Owner in its sole discretion; (ii) the closing of the Sale is completed, and (iii) the buyer pays the Owner the purchase price for the Property, subject to the typical and ordinary adjustments.
- c. If for any reason whatsoever the Sale is not consummated, including, without limitation, because (a) title to the Property is unmarketable or there is a defect in title to the Property, (b) either the buyer or Owner, or both, terminate the Contract to Purchase at any time, or (c) there is a willful or other default by the buyer or Owner in the performance of any of the terms, covenants and conditions of the Contract to Purchase, then, in any such event, (i) neither the Owner nor any of its respective successors, assigns, agents, managers, members, affiliates, attorneys, employees, or representatives (collectively, "Owner's Parties") shall be obligated to resort to any legal remedy for the enforcement of the buyer's obligations under the Contract to Purchase or to remove any inability to consummate the Sale, and (ii) the Broker shall not have or make any claim for, nor shall the Broker be entitled to, any brokerage fees, commissions, payment, reimbursement or other compensation of any kind or character from any of the Owner's Parties for any services rendered or expenses paid or incurred by the Broker or otherwise, whether as a broker, finder, employee or otherwise, or on a "quantum meruit" basis, with respect to the proposed transaction.
- d. The Broker, for and in consideration of the Sale Commission paid to it by Owner, and on behalf of the Broker, its agents, successors, assigns, heirs, executors, representatives, administrators, employees and/or co-brokers (collectively, "Broker's Parties"), hereby releases Owner's Parties from and against any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims, liabilities

and demands whatsoever, at law or in equity, which Broker's Parties hereafter can, shall or may have against Owner's Parties arising out of or relating to the Sale, including, but not limited to, Owner's failure or refusal to consummate the Sale.

10. **Signage.** The Broker is authorized to place real estate for sale signs on the Properties.

11. **Cooperation of Owner.** The Owner agrees to permit the Broker to show the Properties at all reasonable times. Owner agrees to make available to the Broker all relevant data, records and documents pertaining to the Properties and in the possession of the Owner that will facilitate the marketing of the Properties and any negotiations with potential buyers.

12. **Prospects.** The Owner has sole discretion to accept or reject any potential buyers for the Properties. Broker does not warrant the accuracy or verity of any buyer supplied financial reports, statements or other related personal or corporate documents.

13. **Termination.**

a. The Owner may terminate this Agreement at any time for cause on ten (10) days written notice to the Broker at which time this Agreement shall be of no further force or effect without any liability of the Owner to the Broker. In addition, on the Ending Date, this Agreement shall automatically terminate and be of no further force or effect without any liability of the Owner to the Broker. Owner shall be entitled to terminate this Agreement "for cause" in the event that: (1) Broker has been negligent in the marketing of the Properties or has otherwise defaulted in the performance of its obligations hereunder; (2) any representation made by Broker in connection with this Agreement proves to be false or misleading or is breached in any material respect; or (3) Broker engages in fraud, willful misconduct, or illegal activity related to the terms of this Agreement.

b. Notwithstanding the above, in the event the Owner subsequently sells and transfers any of the Properties within three (3) months from the termination of this Agreement to a purchaser described in a writing delivered by the Broker to the Owner prior to the termination of this Agreement, the terms and conditions regarding payment to the Broker of the Sale Commission in paragraph 9 shall apply.

14. **Independent Contractor Status.** It is understood that the Broker is an independent contractor and shall not be considered the Owner's agent for any purpose

whatsoever and the Broker is not granted any right or authority to assume or create any obligation or liability or make any representation, warranty or agreement (expressed or implied) on Owner's behalf in any manner whatsoever.

15. **Attorneys' Fees.** If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by either 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.

16. **Indemnification.** To the fullest extent permitted by law, Broker shall defend, indemnify and hold harmless Owner and its officers, agents and employees from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees, which may arise from or is in connection with Broker's performance of the Brokerage Services or from a breach of Broker's obligations hereunder.

17. **Miscellaneous Provisions.**

- a. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.
- b. Section headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Agreement.
- c. Neither party shall assign its rights under this Agreement, without the consent of the other party.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.
- e. No person or entity not a party to this Agreement shall have any third party beneficiary claim or other right hereunder or with respect thereto.
- f. The Broker shall hold all information received by it with respect to the Properties in confidence. All documents and other materials furnished to the Broker shall remain the Owner's property and shall be turned to the Owner upon the Owner's request.



- g. All notices under this Agreement shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this Agreement, with notices to Owner marked to the attention of Katelyn Wright, and to Broker to the attention of \_\_\_\_\_. Either party may notify the other party of a different address to which notices shall be sent.
- h. This Agreement supersedes all other agreements, if any, among the parties relating to the subject matter of this Agreement.
- i. This Agreement contains the only agreement between the parties and may not be changed unless such change is in writing and signed by both parties.
- j. No modification, amendment, addition to or termination of this Agreement, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.
- k. This Agreement may be executed in one or more counterparts, and upon execution of one Agreement by all parties or of a sufficient number of counterparts so all parties have executed, then such one Agreement or all counterparts together shall be deemed and constitute one original executed Agreement.
- l. The waiver by any party hereof of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- m. Venue of any action or proceeding commenced in connection with this Agreement or any of the transactions contemplated hereby shall be vested exclusively in Onondaga County, New York.

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

**OWNER**

**BROKER**

**Greater Syracuse Property  
Development Corporation**

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



May 7, 2015

Vito Sciscioli, Chairman  
Greater Syracuse Land Bank  
431 East Fayette Street, Suite 375  
Syracuse, New York 13202

Dear Mr. Sciscioli:

We are in receipt of your memorandum dated April 13, 2015 regarding the authority of the Onondaga County Comptroller and the Syracuse City Auditor to audit the Greater Syracuse Land Bank.


While we certainly appreciate the cooperation we are receiving from both the Board of Directors and staff of the Land Bank, we feel it necessary to respond to the assertions in your memorandum.

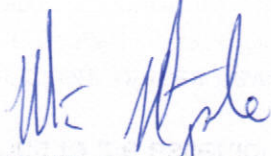
We respectfully disagree with your assertion neither of our offices have the power to audit the Land Bank. When the Land Bank was formed, we both appeared before the Onondaga County Legislature and the Syracuse City Council to express our concerns for oversight of the Land Bank. At that time, we jointly and mutually requested the power to audit this organization created by a joint effort of both the Onondaga County and Syracuse governments and were granted that request.

Perhaps this issue will be left best for another day since we are all in agreement providing this report to the community is a useful benefit. However, should the day come any of our successors disagree on oversight audit authority, we felt it necessary to preserve to our successors our understanding of said audit authority.

Thank you for reaching out and we look forward to concluding our current engagement.

Sincerely,

  
Robert E. Antonacci II, CPA

  
Martin Masterpole, Syracuse City Auditor

To: Robert Antonacci, County Comptroller, CPA, Esq.  
Marty Masterpole, City Auditor  
Kirk Schanzenbach  
Ken Mokrzycki

From: Vito Sciscioli, Chairman, and Greater Syracuse Land Bank Board of Directors

RE: Response to County Comptroller/City Auditor Audit Scope dated March 4 and provided on  
Monday, March 23, 2015

Date: April 13, 2015



---

The Greater Syracuse Property Development Corporation (dba Greater Syracuse Land Bank) board of directors has received and reviewed the proposed scope of an audit of this organization to be conducted by your staff and discussed this document in great detail.

As you know, the Land Bank is a local public authority subject to audit by the State Comptroller, required to procure an independent financial audit each year, and required to make an annual report on the past year's activities to the Authorities Budget Office. The Land Bank is further required by the Land Bank Act to report annually on projects completed, money expended, and administrative activities to the City and County. All of our activities and monthly financial statements are posted online for public review and our meetings are open to the public. Our board members, serving in this public capacity, provide annual financial disclosure forms to the Board of Ethics of the body that appointed them (either City or County). In addition, our most recent funding contract with the City of Syracuse contains a requirement for quarterly reporting.

The Land Bank complies with all of these reporting requirements. Our 2014 independent audit by the Bonadio Group resulted in no findings.

The Intermunicipal Agreement between the City and County, jointly creating the Land Bank, grants the County Comptroller and City Auditor access to our books and records and notes that the State Comptroller has the power to audit the Land Bank. Our legal counsel is of the opinion that the County Comptroller and City Auditor do not have the power to audit an independent public authority and there is no precedent for the County Comptroller or City Auditor conducting an audit of other local public authorities. However, the questions posed in this scope are reasonable inquiries on behalf of the City and County given that the Greater Syracuse Land Bank is heavily reliant on local general fund revenue for our day-to-day operations. Therefore the Land Bank is voluntarily consenting to this audit. Ongoing partnership with the City of Syracuse and County of Onondaga is critical for our continued success. The Land Bank wishes to continue its work in service of the City and County by working to address the problems of vacant and abandoned property, improve the quality of life in neighborhoods afflicted with this problem, and thereby improve the financial position of the municipalities that created this organization.

## SUMMARY OF PROPOSED AMENDMENTS TO THE NY LAND BANK ACT

I. The Authority Budget Office has taken the position that local public authorities, which include land banks, do not have the power to lend money, make grants or organize subsidiaries unless expressly authorized to do so by enabling legislation, even when such actions are in furtherance of an enumerated purpose. Amendments are proposed to the Land Bank Act granting such additional powers to land banks.

II. Land banks incur substantial fees in the recording of documents with County Clerks which diverts valuable public resources from the mission and purpose of land banks. An amendment to the Land Bank Act is proposed to exempt land banks from such fees.

III. Land banks typically acquire abandoned or tax delinquent properties from absent or uncooperative owners. Often, they are unable to legally access such properties prior to purchase and therefore cannot perform due diligence into the environmental condition of such parcel prior to ownership. That potentially prevents land banks from asserting statutory defenses and exposes them to liability for the costs of remediation. An amendment to the Land Bank Act is proposed to provide land banks with temporary incidents of ownership sufficient to authorize such access prior to transfer, without incurring liability based upon ownership.

IV. Land banks are tasked with acquiring vacant, abandoned and delinquent properties to facilitate their return to productive use, In the event a land bank acquires environmentally contaminated real property, the public assets of a land bank are potentially exposed to liability which could include significant remediation costs. An amendment to the Land Bank Act is proposed to provide liability protections to land banks similar to those which are already available to municipalities, as land banks are not typical voluntary buyers.

V. Section 1609 of the Land Bank Act, entitled *Disposition of Property*, sets forth detailed requirements concerning the disposition of property by land banks. As local public authorities, land banks are simultaneously required to comply with §2897 of the Public Authorities Law, similarly entitled *Disposal of public authority property*. The public authority disposition provisions overlap, contradict and impair the disposition provisions in the Land Bank Act as the public authority provisions are designed to address the sale of property by a public authority which is not regularly engaged in the disposition of property. Inherent in the primary mission and purpose of land banks is the regular disposition of property in the ordinary course of its day to day operations. Section 1609 of the Land Bank Act correctly anticipated such activity and vested a land bank, its board of directors and its foreclosing governmental units with, among other powers, the authority to establish the terms and conditions of the consideration received by a land bank for the transfer of its property, to establish hierarchical rankings of priorities for the use of property conveyed by a land bank and to impose specified voting and approval requirements of its board of directors. The requirement that land banks comply with both disposition statutes impedes the efficient and effective return of vacant, abandoned, and tax-delinquent properties to productive use and was likely not the intent of the drafters of the Land Bank Act. An amendment to the Land Bank Act is proposed stating that §1609 is intended to supersede §2897 of the Public Authorities Law.

VI. An amendment to the Land Bank Act is proposed to authorize a land bank to hold title to real property in the name of a lawfully organized subsidiary in accordance with Section I above.