

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation (“GSPDC”) was convened at Syracuse City Hall – 233 E. Washington Street; Syracuse, NY 13202 - on May 21, 2024 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:

Nancy Quigg, Vice-Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Oceanna Fair, Director

EXCUSED:

Patrick Hogan, Chair

FOLLOWING PERSONS WERE ALSO PRESENT:

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

The following resolution was offered by Oceanna Fair, seconded by Jonathan Link Logan to wit:

Resolution No.: 15 of 2024

RESOLUTION AUTHORIZING GSPDC TO ENTER INTO A CERTAIN FUNDING AGREEMENT WITH THE CITY OF SYRACUSE

WHEREAS, New York Not-For-Profit Corporation Law §1610(a) authorizes GSPDC to receive funding through grants and loans from certain sources including other municipalities;

WHEREAS, the Bylaws of GSPDC permit the Board to authorize any officer or agent to enter into any contract or execute and deliver any document in the name of and on behalf of GSPDC;

WHEREAS, the City of Syracuse (the “City”) and GSPDC desire to enter into a certain Funding Agreement, in substantially the form attached hereto as Schedule A, and as otherwise in form and content agreeable to their respective counsel, (the “Agreement”); and

WHEREAS, under the material terms of the Agreement, the City will provide up to One million, two-hundred and fifty thousand dollars (\$1,250,000.00) to GSPDC during the fiscal year 2023-2024.

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 Executive Director is hereby authorized, on behalf of GSPDC, to execute and deliver the Agreement, in form and content agreeable to counsel and the Executive Director, with such changes, variations, omissions and insertions thereto as the Executive Director shall approve, the execution thereof by the Executive Director to constitute conclusive evidence of such approval.

Section 3. The Executive Director of GSPDC is hereby authorized and directed to execute all documents on behalf of 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 GSPDC are hereby authorized and directed for and in the name and on behalf of GSPDC to do all acts and things required or provided for by the provisions of the Agreement and to execute and deliver all such additional 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 and to cause compliance by GSPDC with all of the terms, covenants and provisions of the Agreement binding upon GSPDC.

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:

Jonathan Link Logan	VOTING	<u>Yes</u>
Michael LaFlair	VOTING	<u>Excused</u>
Oceanna Fair	VOTING	<u>Yes</u>
Patrick Hogan	VOTING	<u>Excused</u>
Nancy Quigg	VOTING	<u>Yes</u>

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 "Agency"), 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 21, 2024 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 18th day of June, 2024.


Jonathan Link Logan, Secretary

**FUNDING AGREEMENT BETWEEN THE
CITY OF SYRACUSE
AND THE
GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**

THIS AGREEMENT, entered this _____ day of _____, 2024 by and between the City of Syracuse (herein called the "City") and the Greater Syracuse Property Development Corporation, a not-for-profit corporation with offices at 1941 S. Salina Street; Syracuse, New York (herein called the "GSPDC").

WHEREAS, the City desires to assist in the funding of the operations of GSPDC pursuant to Not-For Profit Corporation Law § 1610 (a) for City fiscal year 2024-25 and the Charter of the City of Syracuse 1960, as amended; and

WHEREAS, the GSPDC wishes to accept and utilize the funds from the City pursuant to the terms of this Agreement; and

WHEREAS, this Agreement has been authorized by, and is subject to the requirements of Ordinance No. ____ of 2024, which was adopted by the City of Syracuse Common Council on _____, 2024 and approved by Mayor Ben Walsh on _____, 2024; and

WHEREAS, this Agreement has been authorized by GSPDC Resolution 15 of 2024, adopted by the Board of GSPDC on May 21, 2024;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. FUNDING

The City agrees to provide up to one million and two-hundred and fifty thousand dollars (\$1,250,000.00) (hereinafter the "Funding") to GSPDC.

A. Disbursements – the City will provide the Funding to GSPDC in two disbursements. Disbursements shall be made upon receipt of the required quarterly reports described in Article II, Section 5 as follows:

1. Six hundred and twenty-five thousand and 00/100 dollars (\$625,000.00) on or about July 1, 2024; and

2. Six hundred and twenty-five thousand and 00/100 dollars (\$625,000.00) on or about January 1, 2025.

ARTICLE II. PERFORMANCE BY GSPDC

As consideration for this Agreement and the Funding to be provided thereto, the GSPDC agrees to perform as follows:

Acceptance of Property – GSPDC acknowledges that the City will offer to sell numerous parcels of real property to GSPDC for an amount equal to one dollar (\$1.00) per property or for such other amounts as may be agreed upon by GSPDC and the City as the result of amendments which may be adopted to the City's Tax and Assessment Act during the 2024-25 City fiscal year. GSPDC will reimburse the City for title fee expenses and legal expenses incurred for each property and other closing costs. The GSPDC shall be responsible for the payment of all recording fees to the Onondaga County Clerk.

1. GSPDC agrees to accept as many of said parcels not otherwise excluded under the provisions of Article II (3) as the Board of GSPDC determines as being fiscally prudent for GSPDC to accept. In addition, GSPDC agrees to accept no fewer than 250 properties throughout the 2024-25 City fiscal year as long as the City authorizes the sale of at least that number of properties to the GSPDC during said fiscal year and subject to the GSPDC's rights hereunder and under Article II (3).
2. GSPDC will accept a mix of properties, including vacant land, vacant structures, and occupied structures, subject to what is made available by the City of Syracuse.
3. GSPDC may reject any Property, upon a provision of sufficient documentation evidencing the basis for rejection to the City of Syracuse, for one or more of the following reasons:
 - a. The property has uncured defects in title; or
 - b. The property constitutes an immediate danger or public hazard; or
 - c. The property contains environmental hazards which would require the GSPDC to perform environmental remediation prior to re-sale (this subsection shall not be read as to apply to lead based paint or to soil that may be contaminated as a result of lead based paint, or to asbestos located in one or two family residential structures); or
 - d. Other parcels that the GSPDC deems inappropriate for acquisition for documented reasons agreed upon by the City and the GSPDC.

In the event GSPDC rejects a property for one or more of the foregoing reasons, GSPDC shall transmit a notice to the Department of Neighborhood and Business Development and the Syracuse-Onondaga County Planning Agency outlining the reason the property has been rejected within ten (10) days of the determination to reject.

4. Use of Funding - GSPDC agrees to use the Funding only for those purposes permitted by law and in furtherance of the GSPDC's mission statement and in accordance with its adopted policies and procedures.

Further, the GSPDC agrees to place a priority on leveraging City funds to advance the following objectives:

- a. Create a mix of (owner-occupied) home ownership and rental housing opportunities;
 - b. Support rehabilitation financing for investor-owners purchasing GSPDC properties through loan guarantees and other innovative programs;
 - c. The funds shall be used for ongoing property maintenance and keeping buildings secure.
 - d. Ensure that all existing occupants of property acquired by the GSPDC from the City of Syracuse, which properties are deemed necessary to vacate, be availed the services of professional relocation agents and allotted a reasonable time frame from the determination date to vacate the property to facilitate successful relocation into suitable alternate housing.
 - e. Make reasonable efforts to recover architectural salvageable components during the deconstruction process and to apply funds received from the sale of any salvageable components to the cost of future demolition and/or deconstruction projects.
5. GSPDC shall provide the Department of Neighborhood and Business Development with quarterly reports within 10 days of the end of each fiscal quarter containing lists of all properties transferred to GSPDC and indicates the following: those properties slated for demolition/deconstruction; those demolished/deconstructed; those sold to new owners and the disposition strategy for each; those under an enforcement mortgage and the deadline for completion; those where work has been completed and enforcement mortgage has been discharged. The City reserves the right to request additional information evidencing the status of any Property transferred to GSPDC.
 6. GSPDC shall provide the Common Council with an annual written report in the form of a business and fiscal plan that details the organization's short- and long-term goals and year-to-date progress on reaching these goals within 30 days of this contract years' end. This document should be made available to all Common Councilors two weeks in advance of the Committee meeting when the annual written report is discussed publicly.
 7. GSPDC shall work with NBD to pursue disposition strategies that further the City's Housing Strategy and neighborhood revitalization.
 8. GSPDC will work to develop innovative vacant lot acquisition strategies for long-range neighborhood and community benefits, such as assembling vacant land for the purpose of encouraging new housing and commercial development, in collaboration with the City and neighborhood stakeholders.

ARTICLE III. NOTICES

All written communications or notices required to be sent pursuant to this Agreement shall be sent by certified or registered first class mail, or by overnight courier, to the parties as follows:

To the City at:

City of Syracuse
Office of the Mayor
Attn: Mayor
233 E. Washington Street
Syracuse, NY 13202

With Copy to:

City of Syracuse
Department of Law
Attn: Corporation Counsel
233 E. Washington Street
Syracuse, NY 13202

To the GSPDC at:

Greater Syracuse Property Development Corporation
Attn: Executive Director
1941 S. Salina Street
Syracuse, NY 13205

With Copy to:

Hancock Estabrook, LLP
Attn: John Sidd
1800 AXA Tower I
100 Madison Street
Syracuse, NY 13202

ARTICLE IV. GENERAL CONDITIONS

A. General Compliance

The GSPDC will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the Funding provided under this Agreement.

B. Laws and Ordinances Relating to Real Property

The GSPDC shall comply with all applicable Federal and State Laws, Local Laws, Rules, Regulations, Ordinances, and Resolutions related to or regarding the obligations of owners of real property or sellers of real property including, but not limited to, those relating to renovation, rehabilitation, demolition, property maintenance, environmental laws, lead paint abatement, flood plain and lead paint disclosures, and historic preservation.

C. New York State Law

The parties agree that by signing this Agreement they knowingly and willingly waive the presumption under New York State Law that this Agreement be construed against the drafter.

D. Prior Agreements

This Agreement shall supersede any previous agreement between the parties regarding these matters insofar as there are any conflicting terms or provisions.

E. Survivability of Certain Provisions

Any provisions related to, or regarding, the expenditure of the Funding shall survive the termination of this Agreement until such time as all of the Funding disbursed pursuant to this Agreement has been expended.

F. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GSPDC shall at all times remain an independent contractor with respect to any terms, conditions or performances required under this Agreement.

G. Hold Harmless

The GSPDC shall hold harmless and defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GSPDC's actions, inaction, performance or failure to perform as related to this Agreement, and to any activities of GSPDC funded in whole or in part by the Funding.

H. Workers' Compensation

The GSPDC shall provide Workers' Compensation Insurance coverage as may be required by law for all employees employed by GSPDC during the term of this agreement.

I. Insurance

The GSPDC shall carry general liability insurance coverage in an amount of not less than one million dollars per claim during the term of this Agreement. A copy of the insurance binder shall be forwarded to the City.

J. Amendments

GSPDC and City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body.

K. Prohibited Activities

The GSPDC is prohibited from using the Funding provided herein or personnel employed in whole or in part with the use of the Funding for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

L. Assignability

The GSPDC shall not pledge, assign or transfer any interest in this Agreement or the Funding without the prior written consent of the Mayor of the City.

M. Conflicts of Interest

1. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the Funding, or any other person who exercises any functions or responsibilities in connection with the Funding shall have any personal financial interest, direct or indirect in this Agreement; and the City shall take appropriate steps to assure compliance.
2. The City and the GSPDC agree and stipulate that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law, is interested in, or will derive income from, or is a party to, this Agreement.

N. Displaced Persons

1. GSPDC shall develop an internal policy with regards to the handling of displaced tenants, former owner occupants and others with tenancy rights in a parcel of property acquired by the GSPDC (hereinafter collectively "Displaced

“Persons”). Such policy shall assure that Displaced Persons are dealt with in accordance with State Law and in a consistent, fair, and equitable manner.

2. GSPDC agrees to comply with all applicable State Laws, and City Ordinances, Resolutions and Policies concerning displacement of individuals from their residences.

O. Governing Law and Proper Venue of Claims

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to any conflict of laws provision. The City and GSPDC agree and consent that any claim between the parties arising from or out of this Agreement shall be brought in a court of competent jurisdiction in the County of Onondaga and State of New York.

P. Effect of Waiver of Breach

The waiver of breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall the failure to enforce a provision operate as a waiver of that provision or any other provision.

ARTICLE V. TERM

The term of this Agreement shall begin as of the date that it is fully executed by the City and the GSPDC, and if not earlier terminated pursuant to the provisions of this Agreement, shall terminate naturally upon June 30, 2025.

ARTICLE VI. DEFAULT AND TERMINATION

In the event that GSPDC fails to comply with any term of this agreement, GSPDC shall have thirty (30) days following receipt of a written notice of the default from the City to cure said default. If the GSPDC fails to cure the default within the 30 day cure period, or any extension thereof granted by the City, the City may terminate this Agreement and the Agreement shall have no further force or effect, except for those provisions that survive termination pursuant to the terms of this Agreement. The City may suspend disbursements during the period of time given between a notice of default and the opportunity to cure.

SIGNATURE PAGE TO FOLLOW

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

City of Syracuse

Greater Syracuse Property Development Corporation

By: _____

By: _____

Benjamin R. Walsh, Mayor

Katelyn Wright, Executive Director

ATTEST:

**Patricia K. McBride
City Clerk**

STATE OF NEW YORK)

COUNTY OF ONONDAGA)

CITY OF SYRACUSE) SS.:

On this ___ day of _____ 2024, before me personally came BENJAMIN R. WALSH, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that she resides in the City of Syracuse, New York; that she is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that she signed said instrument as Mayor of said City of Syracuse by like authority; that said BENJAMIN R. WALSH further says that she is acquainted with Patricia K. McBride and knows him to be the City Clerk of said City of Syracuse; that the signature of Patricia K. McBride was thereto subscribed pursuant to said Charter.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA)
) SS.:

On this ____ day of _____ 2024, before me personally came KATELYN WRIGHT to me known, who, being by me duly sworn, did depose and say that she is the Executive Director of the Greater Syracuse Property Development Corporation and which executed the above instrument; that she is authorized by the Board of Directors of said corporation to execute the above instrument, and that she signed her name thereto by like order.

Notary Public