



To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd
From: Katelyn Wright
Date: April 10, 2014
Re: Board of Directors Meeting – April 15, 2014

The Greater Syracuse Property Development Corporation Board of Directors will hold a regular meeting of the Board of Directors on **Tuesday, April 15, 2014 at 8:00 A.M.** in the Syracuse/Onondaga County Economic Development Office conference room at 333 W. Washington Street, Syracuse, NY 13202.

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

March 18, 2014

- V. Executive Summary/Chief Financial Officer's Report**
- VI. New Business**

- A. Approve Contract with Onondaga County regulating \$500,000 allocated to the Land Bank by Onondaga County
- B. Approve Co-Development Agreement with Home HeadQuarters for the renovation of 40 single-family homes to be subsidized by grant funds from the Office of the New York Attorney General
- C. Approve Co-Development Agreement with Onondaga County for the renovation of 10 single-family homes to be subsidized by grant funds from the Office of the New York Attorney General
- D. Accept title to certain City-owned community gardens
 - a. 314 Midland Ave
 - b. 612 W. Newell Street
- E. Authorize Executive Director to enter into leases for Community Gardens
- F. Approve the Sale of
 - 1) 216 Boise Ave at Harriette Ave
 - 2) 209 Boise Avenue
 - 3) 153 Minerva
 - 4) 237 Harriette Ave
 - 5) 314 Vincent Ave
 - 6) 269 Jamesville and 305 Jamesville Ave
 - 7) 608 Park Street
 - 8) 111 Spring Street
 - 9) 1332-34 Oak Street
 - 10) 422 E. Division Street
 - 11) 113 Culbert Street
 - 12) 1334-36 W Onondaga Street
 - 13) 2521 Bellevue Avenue
 - 14) 138 Bassett Street
- G. Approve the sale of the following properties to Home HeadQuarters Inc. for renovation and sale to income-qualified owner-occupants using Community Initiative grant funds awarded to the Greater Syracuse Land Bank by the Office of the NY Attorney General.
 - a. 141 Dawes Avenue
 - b. 132 Fenton Street
 - c. 307 Herbert Street
 - d. 132 Bennington Drive
- H. Adopt standards for energy efficiency upgrades required of properties sold for by the land bank for renovation and operation as residential rentals

Procurement

- I. 4518 S. Salina Street sidewalk replacement

- VII. Discussion**
- VIII. Adjournment**



Minutes

Greater Syracuse Property Development Corporation
BOARD OF DIRECTORS MEETING
Tuesday, March 18, 2014 8:00 A.M.
333 W. Washington Street, Suite 130
Syracuse, NY 13202

Board Members Present: Vito Sciscioli, Dwight L. Hicks, Daniel Barnaba, Jim Corbett

Board Members Excused: Mary Beth Primo

Others Present: Katelyn Wright, John Sidd, Anna Wilson, Kerry Quaglia, Crystal Cosentino, Rich Puchalski, Sharon Sherman, Bob Morris, Stephanie Pasquale, Ben Gray, Honorable Nader Maroun

I. Call to order

Vito Sciscioli called the meeting to order at 8:09 A.M.

II. Roll Call

Mr. Sciscioli noted that Mr. Barnaba had called and would arrive shortly and that Ms. Primo's absence was previously excused.

III. Proof of Notice

Mr. Sciscioli noted that proper notice of the meeting had been posted.

IV. Minutes

Dwight Hicks moved to approve the minutes from the February 18, 2014 Board of Directors meeting. Jim Corbett seconded this motion. **ALL BOARD MEMBERS IN ATTENDANCE UNANIMOUSLY VOTED TO APPROVE THE MINUTES OF THE FEBRUARY 18, 2014 MEETING OF THE BOARD OF DIRECTORS.**

V. Executive Summary/Chief Financial Officer's Report

Ms. Wright indicated that the 2013 independent audit has been completed and reviewed by the Audit Committee, which recommends adoption by the full board. She indicated that this report and the 2013 Annual Report must be submitted to the NY Authorities Budget Office by March 31.

She summarized the Hiring Committee's recent meetings to review candidates for the position of Property Manager and indicated that the rest of the executive summary covers New Business.

VI. New Business

Accept Phase V properties

Ms. Wright described the list of properties included in Phase V and her assessment that the Land Bank could afford the associated intake costs, but would need to begin fundraising for additional demolition funds.

Mr. Corbett asked whether any of these properties are historically designated. Ms. Wright reported that several were, but that she has a good working relationship with the City's historic preservation staff and that she doesn't anticipate any special approvals will be necessary for the type of stabilization work the Land Bank typically undertakes upon acquisition, but that renovation work requiring permits, typically undertaken by the Land Bank's buyers, would have to go before the Syracuse Landmark Preservation Board.

Daniel Barnaba arrived at 8:17 A.M.

Ms. Wright noted that two occupied churches were on the list and that they'd likely become seizable due to the property owners failing to annually file for an exemption based on religious use. One appears likely to pay but the other owes a large balance.

Mr. Barnaba moved to pass a resolution authorizing the acquisition of certain parcels of real property from the City of Syracuse, attached as Schedule A, for \$151 each. Mr. Hicks seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN PARCELS OF REAL PROPERTY FROM THE CITY OF SYRACUSE.**

Approve annual report to ABO

Ms. Wright presented the organization's 2013 Annual Report to be submitted to the ABO and indicated which sections had changed substantially from the year before now that the Land Bank's operations were underway. She asked if the Board members had any questions about the draft and if they'd had sufficient time to review it. Jim Corbett moved to adopt the 2013 Annual Report. Dan Barnaba seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION ADOPTING THE 2013 ANNUAL REPORT.**

Approve 2013 Audit

Ms. Wright explained the two findings that were made and the resulting changes in accounting procedures. She noted that the audit team expressed that the organization had adopted strong policies and procedures for internal controls and financial management and were impressed with its performance as a first-year organization. Mr. Sciscioli asked whether the report had been reviewed and recommended by the Audit Committee and Mr. Barnaba said that yes they had met with the audit team and the Land Bank's accountants to review the report and the Audit Committee recommends its adoption. Jim Corbett moved to adopt the 2013 certified independent audit report. Dwight Hicks seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION ADOPTING THE 2013 CERTIFIED INDEPENDENT AUDIT REPORT.**

Approve sale of 207 Herbert Street

Dan Barnaba made a motion to sell 207 Herbert Street to Pah Klay by negotiation, without holding a public auction or advertising for bids, for \$13,000, which is at or above fair market value, in accordance with Section 4(e) of the Land Bank's Disposition of Real and Personal Property Policy as the purchase application submitted by Pah Klay indicates a plan consistent with the Land Bank's mission, purpose and governing statute and as the Land Bank has obtained such competition for the purchase of the property as is feasible under the circumstances, subject to a promissory note and mortgage to be forgiven upon completion of the project as submitted and title not to be transferred until he has completed required first-time homebuyer education counseling. Jim Corbett seconded this motion. **ALL BOARD MEMBERS PRESENT MOVED TO PASS A RESOLUTION TO SELL 207 HERBERT STREET TO PAH KLAY FOR \$13,000.**

Approve sale of 3416 Midland Avenue

Dwight Hicks made a motion to sell 3416 Midland Avenue to Victor Miggiani by negotiation, without holding a public auction or advertising for bids, for \$12,515, which is at or above fair market value, in accordance with Section 4(e) of the Land Bank's Disposition of Real and Personal Property Policy as the purchase application submitted by Victor Miggiani indicates a plan consistent with the Land Bank's mission, purpose and governing statute and as the Land Bank has obtained such competition for the purchase of the property as is feasible under the circumstances, subject to a promissory note and mortgage to be forgiven upon completion of the project as submitted. Jim Corbett seconded this motion. **ALL BOARD MEMBERS PRESENT MOVED TO PASS A RESOLUTION TO SELL 3416 MIDLAND AVENUE TO VICTOR MIGGIANI FOR \$12,515.**

Approve sale of 523 Mountainview Avenue

Dwight Hicks made a motion to sell 523 Mountainview Avenue to John Stewart by negotiation, without holding a public auction or advertising for bids, for \$55,000, which is at or above fair market value, in accordance with Section 4(e) of the Land Bank's Disposition of Real and Personal Property Policy as the purchase application submitted by John Stewart indicates a plan consistent with the Land Bank's mission, purpose and governing statute and as the Land Bank has obtained such competition for the purchase of the property as is feasible under the circumstances. Jim Corbett seconded this motion. **ALL BOARD MEMBERS PRESENT MOVED TO PASS A RESOLUTION TO SELL 523 MOUNTAINVIEW AVENUE TO JOHN STEWART FOR \$55,000.**

Approve heating repairs at 908 Lemoyne Ave

Ms. Wright indicated that this occupied property required heating repairs in excess of \$1500 and that three quotes had been obtained and she recommended the job be awarded to the lowest bidder. Jim Corbett asked if the three quotes compared the same scope of work and she indicated that all were for the installation of an incomplete baseboard system for a new boiler that had been installed incompletely prior to foreclosure. Mr. Sciscioli indicated that given that there are rent-paying tenants in the property the organization has no choice but to proceed with the work. All expressed that in the future such procurements should proceed immediately under the emergency repair clause of the organization's procurement policy and Ms. Wright indicated she would do so.

Dwight Hicks moved to approve the baseboard installation by Handy Andy. Dan Barnaba seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION TO APPROVE THE BASEBOARD INSTALLATION AT 908 LEMOYNE AVER BY HANDY ANDY.**

Approve changes to the Personnel Policy

Ms. Wright described the changes in the policy from the draft presented last month and that the method of pro-rating advanced paid time off was further refined per Mr. Barnaba's request. Jim Corbett moved to adopt the Personnel Policy as amended. Dwight Hicks seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION ADOPTING THE PERSONNEL POLICY AS AMENDED.**

Hire Property Renovation and Maintenance Manager

Ms. Wright indicated that two rounds of interviews were held over the past month and that she and the Hiring Committee recommend hiring Andrew Erickson for the position of Property Manager. Dwight Hicks moved to adopt a resolution to hire Andrew Erickson for the position of Property Manager. Mr. Barnaba seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION TO HIRE ANDREW ERICKSON FOR THE POSITION OF PROPERTY MANAGER.**

VII. Discussion

Ms. Wright indicated that she sees a need to issue requests for proposals for the following services: Architectural Salvage at particular properties, listing agents, and a side-lot marketing program.

She indicated that there was material worth salvaging from certain properties prior to demolition even if the property is not a good candidate for complete deconstruction. Mr. Barnaba indicated that it may be preferable to bid that out across the whole inventory rather than one house at a time. Ms. Wright indicated that she would re-examine the disposition policy to see how that might work.

Ms. Wright explained that the organization had never issued an RFP for listing agents, but began listing properties with its property managers as an interim measure to get properties on the market, and that since total commissions would exceed \$10,000 this year an RFP would be required by the Land Bank's Procurement Policy. In addition she stated that she sees a need to better define the scope of services required of listing agents and reorganize the process of awarding listings so that they better play to particular brokers' strengths. All board members agreed with this and

Ms. Wright indicated that she would draft an RFP and discuss it with Mr. Hicks and Mr. Barnaba prior to issuing any advertisement.

119 Vincent Street

John Sidd indicated that litigation had been proposed in relation to 119 Vincent Street and that a matter which is the subject of proposed litigation is permitted to be discussed in executive session if the Board is so inclined. Jim Corbett moved to enter executive session in order to discuss proposed litigation in relation to 119 Vincent Street. Dwight Hicks seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ENTER EXECUTIVE SESSION IN ORDER TO DISCUSS MATTERS PERTAINING TO PROPOSED LITIGATION IN RELATION TO 119 VINCENT STREET AT 9:23 AM.**

Vito Sciscioli moved to approve the following resolution: Based upon a request and recommendation from the City of Syracuse, legal advice received from counsel, and in furtherance of undertaking actions which are in the best interest of fulfilling the mission and purpose of the Greater Syracuse Land Bank, I move to convey 119 Vincent Street to its prior owner, Donald Hamilton, under the following conditions: 1) Mr. Hamilton pay the City of Syracuse an amount equal to the previously outstanding real property taxes on the property prior to foreclosure, plus all applicable interest and penalties and 2) Mr. Hamilton pay the Greater Syracuse Land Bank an amount equal to all of the costs and expenses incurred by this organization in the acquisition, maintenance, and ownership of the property. Dan Barnaba seconded this motion. Mr. Corbett abstained. **MR. SCISCIOLI, MR. BARNABA, AND MR. HICKS, VOTED TO APPROVE A RESOLUTION TO SELL 119 VINCENT STREET TO DONALD HAMILTON.**

Dwight Hicks moved to leave executive session. Jim Corbett seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO LEAVE EXECUTIVE SESSION AT 9:32 AM.**

VIII. Adjournment

Mr. Hicks moved to adjourn the meeting. Mr. Barnaba seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ADJOURN THE MEETING AT 9:33 AM.**



Executive Summary

April 15, 2014 Board of Directors Agenda

A quick update on our expanding inventory: Acquisition of another 51 properties anticipated on 4/18/14. Two large closings are scheduled for May and one per month for the remainder of the year. To date:

220 properties acquired

9 properties sold

211 properties currently held in inventory

Of those 211:

- 2 have sales approved and closing is pending,
- 15 are on today's agenda to consider their sale,
- 4 are on today's agenda for sale and AG-funded renovation,
- 12 additional properties are being held for renovation using AG funds in 2014
(need to identify 24 more for 2015 renovation),
- 19 are currently listed for sale,
- 28 are slated for demolition/deconstruction,
- 30 are occupied,
- 79 are vacant lots,
- 2 are pending renovation for sale as move-in ready properties,
- 20 are pending evaluation/strategy assignment.

I. Chief Financial Officer's Report

Attached you will find the GSPDC's balance sheet and P&L for March and year to date. A number of real estate closings occurred in March totaling slightly more than \$111,000 in sales proceeds. Last month the land bank's real income (not including grants) exceeded its expenses (COGS, expenses, services not yet billed) – by approx. \$36,000. However, over the coming year I expect growth of maintenance costs to outpace sales revenue as inventory expands.

Note that due to the timeliness of billing and deadlines by which these reports are prepared for the monthly board meeting, the monthly reports do not always reflect all costs incurred in the prior month. For example, legal fees incurred in March are not reflected here. The year-to-date information presented reflects a more accurate picture of income and expenses for the prior month (February in this case) than the February report presented at the prior month's meeting since all bills have been entered by this time.

In addition, per our auditors' recommendations you will now see that a prorated portion of the OCDC grant awarded last year is booked as income each month during the one year grant period. Other grant sources such as the City, County, and Attorney General are booked as each disbursement is received. County and AG grant funds will be booked as restricted income and as each project is completed the applicable developers' fee or admin fee earned by the Land Bank will be booked as program income and transferred to our unrestricted account.

II. New Business

- A. Contract with Onondaga County – see resolution and contract attached on page 11 of your agenda packet.
- \$150,000 restricted to provide a guarantee for a loan fund dedicated to landlords purchasing properties from the Land Bank.

- \$150,000 restricted to acquisition and renovation of properties in the villages of Elbridge, Jordan, and Baldwinsville. The County has also committed to divert up to 10 properties that would otherwise go to tax auction this year to the Land Bank for redevelopment.
- \$200,000 restricted to use for deconstruction projects. The county would prefer we use this to fill the gap between the cost of a traditional demo and the cost of a deconstruction. This would enable us to pursue a pilot program of approx. 20 deconstructions. I propose 5 this year to establish the procedures and 15 next year.

B. Approve Co-Development Agreement with Home HeadQuarters for the renovation of 40 single-family homes to be subsidized by grant funds from the Office of the New York Attorney General

This engages the services of HHQ to renovate 40 homes and market and sell them to income-qualified buyers per the deliverables timeline in the Land Bank's contract with the Attorney General. The Land Bank will supply the homes to be renovated at cost and the two entities will split the developers' fee generated by each project 60/40 in Home HeadQuarters' favor as they are overseeing the construction and marketing of these properties.

This agreement is attached on page 23 of your agenda packet. The board passed a motion to utilize these two entities as co-development partners per the single-source provision of the GSPDC's procurement policy at the October 2013 board of directors meeting.

C. Approve Co-Development Agreement with Onondaga County for the renovation of 10 single-family homes to be subsidized by grant funds from the Office of the New York Attorney General

This agreement shall be similar to the attached with the exception that the Division of Community Development will be responsible for acquisition of 10 properties to renovate for sale to income qualified owner-occupants; they will perform all the other functions assigned to HHQ in the attached agreement.

D. Accept title to certain City-owned community gardens

- 314 Midland Ave
- 612 W. Newell Street

The City of Syracuse no longer wishes to carry surplus properties and we wish to establish the Land Bank as the clearinghouse for all surplus properties and community garden/urban agriculture opportunities. I propose to offer these garden groups the attached lease arrangement and use these two as examples to launch the Land Bank's Green Lots Program. See resolution on page 53.

E. Authorize Executive Director to enter into leases for Community Gardens

See above item. Template lease attached on page 56.

F. The following purchase offers have been submitted to the Land Bank. A more detailed summary of proposed sales is included on page 64 of your agenda packet.

Address	Property Type	Plan
216 Boise Ave	Single-Family	Rental
209 Boise Ave	Vacant Lot	Yard expansion
153 Minerva	Two-Family	Owner-occ and rental
237 Harriette	Single-Family	Renovate and sell to owner-occ
314 Vincent	Single-Family	Owner-occ
269 and 305 Jamesville Ave	Single-Family and adjacent vacant lot	Rental
608 Park Street	Two-Family (one unit currently occupied)	Rental
111 Spring Street	Two-Family (currently occupied)	Rental
1332-24 Oak Street	Two-Family	Rental
422 E. Division Street	Mixed-Use (two commercial units; one apartment, all currently occupied)	Rental

Address	Property Type	Plan
113 Culbert Street	Single-Family	Owner-occ
1334-46 W. Onondaga St	Two-Family	Rental
2521 Bellevue Ave	Single-Family	Owner-occ
138 Bassett St	Vacant Lot	Community Garden

- G. Approve the sale of the following properties to Home HeadQuarters Inc. for renovation and sale to income-qualified owner-occupants using Community Initiative grant funds awarded to the Greater Syracuse Land Bank by the Office of the NY Attorney General. See resolution on page 75.
- a. 141 Dawes Avenue
 - b. 132 Fenton Street
 - c. 307 Herbert Street
 - d. 132 Bennington Drive
- H. Adopt standards for energy efficiency upgrades required of properties sold for by the land bank for renovation and operation as residential rentals. Will discuss in detail at the meeting. See page 80 of the agenda packet.
- I. Procurement: 4518 S. Salina Street sidewalk replacement
See page 81.

III. Discussion

- A. City Budget Hearings
 - a. Land Bank budget meeting April 16, 11:00 AM
 - b. Public Hearing on the 2014-15 City Budget –
6:00 PM, Wednesday, April 30th in Common Council Chambers
- B. Finance Committee meetings
Proposal to regularly hold meetings of the Finance Committee on the fourth Tuesday of odd months.
- C. NY Association of Land Banks

Greater Syracuse Property Development Corporation
Balance Sheet
As of March 31, 2014

	<u>Mar 31, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Checking	1,121,283.11
11000 · Savings	25.00
Total Checking/Savings	<u>1,121,308.11</u>
Other Current Assets	
12001 · Undeposited Funds	400.00
12100 · Contract Receivable	333,333.34
12500 · Prepaid Insurance	18,768.31
Total Other Current Assets	<u>352,501.65</u>
Total Current Assets	1,473,809.76
Fixed Assets	
13000 · Depreciable Rental Property	15,059.77
14000 · Computer	7,454.36
15000 · Furniture and Equipment	1,458.00
16000 · Software and Website	9,000.00
17000 · Accumulated Depreciation	-2,944.53
Total Fixed Assets	<u>30,027.60</u>
Other Assets	
18000 · Cost of Properties Held	202,617.84
Total Other Assets	<u>202,617.84</u>
TOTAL ASSETS	<u>1,706,455.20</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	44,706.90
Total Accounts Payable	<u>44,706.90</u>
Other Current Liabilities	
23000 · Deferred Revenue	20,833.34
20500 · Down Payment on Property Sale	120.00
21000 · 401(k) Payable	414.58
22000 · Accrued Expenses	19,693.39
Total Other Current Liabilities	<u>41,061.31</u>
Total Current Liabilities	<u>85,768.21</u>
Total Liabilities	85,768.21
Equity	
32000 · Unrestricted Net Assets	1,515,622.41
Net Income	105,064.58
Total Equity	<u>1,620,686.99</u>
TOTAL LIABILITIES & EQUITY	<u>1,706,455.20</u>

Greater Syracuse Property Development Corporation
Profit & Loss
March 2014

	Mar 14	Jan - Mar 14
Ordinary Income/Expense		
Income		
40000 · Government Grants		
40020 · Onondaga Civic Develop. Corp.	20,833.33	62,499.99
Total 40000 · Government Grants	20,833.33	62,499.99
48000 · Side Lot Application Income	0.00	25.00
49000 · Rental Income	6,095.00	18,908.00
49500 · Sale of Property	113,370.01	159,370.01
Total Income	140,298.34	240,803.00
Cost of Goods Sold		
50000 · Cost of Sales		
50010 · Property Purchase Cost	6,342.00	11,023.00
50020 · Recording Fees	1,639.00	4,008.50
50030 · Property Inspections	15,130.00	41,855.00
50040 · Board-Up	990.00	4,180.00
50050 · Debris Removal	11,292.00	26,469.60
50060 · Re-Key	1,823.41	4,523.41
50070 · Lawn Maintenance	75.00	75.00
50080 · Snow Removal	7,100.00	38,339.50
50090 · Renovation	4,523.58	5,604.42
50100 · Stabilization	617.80	4,883.38
50130 · Utilities	352.38	913.43
50150 · Special Assessments	574.45	8,071.05
50160 · Rental Management	1,463.75	5,775.18
50170 · Architectural Prof. Services	0.00	500.00
50190 · Evictions	565.00	3,560.00
50200 · Property Appraisal	1,100.00	4,275.00
50220 · Brokerage - Sale	6,405.90	9,165.90
50230 · Sale of Property Closing Costs	2,525.00	3,030.00
50999 · Reclass to Balance Sheet	-30,061.26	-132,264.38
Total 50000 · Cost of Sales	32,458.01	43,987.99
Total COGS	32,458.01	43,987.99
Gross Profit	107,840.33	196,815.01
Expense		
60000 · Accounting Fees	5,995.00	16,750.00
60150 · Bad Debt	165.00	165.00
60100 · Automobile	30.83	129.49
60200 · Depreciation	412.96	1,181.46
60250 · Amortization	0.00	0.00
60300 · Legal Fees	60.40	22,431.90
60400 · Office Expense	611.20	1,676.83
60500 · Payroll		
60510 · Salary	8,291.67	20,291.67
60520 · Payroll Taxes	729.20	2,058.51
60530 · Employee Health Insurance	1,401.12	3,383.88
60540 · Employer 401(k) Match	300.00	900.00
60550 · Payroll Processing Fees	90.40	349.70
Total 60500 · Payroll	10,812.39	26,983.76
60600 · Professional Services	850.00	2,089.16
60700 · Insurance	6,862.35	19,078.64
60800 · Telephone	335.92	1,189.19
61000 · Bank Service Charge	25.00	75.00
Total Expense	26,161.05	91,750.43
Net Ordinary Income	81,679.28	105,064.58
Net Income	81,679.28	105,064.58

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 333 West Washington Street, Suite 130, Syracuse, New York 13202 on April 15, 2014 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
Mary Beth Primo, Vice Chair
Daniel Barnaba, Treasurer
Dwight L. Hicks, Secretary
James Corbett

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

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

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No.: 12 of 2014

**RESOLUTION AUTHORIZING GSPDC TO ENTER INTO A
CERTAIN FUNDING AGREEMENT WITH THE COUNTY
OF ONONDAGA**

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; and

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; and

WHEREAS, the County of Onondaga (the "County") 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 County will provide five hundred thousand dollars (\$500,000.00) to the GSPDC for the purpose of redeveloping and improving tax delinquent, vacant, or abandoned property within Onondaga County.

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 of the GSPDC is hereby authorized to execute and deliver the Agreement on behalf of the GSPDC, in form and content agreeable to GSPDC 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 the GSPDC is 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 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 the GSPDC with all of the terms, covenants and provisions of the Agreement binding upon the 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:

Vito Sciscioli	VOTING	_____
Mary Beth Primo	VOTING	_____
Daniel Barnaba	VOTING	_____
Dwight L. Hicks	VOTING	_____
James Corbett	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 April 15, 2014 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 15th day of April, 2014.

Dwight L. Hicks, Secretary

"Schedule A"

DEPARTMENT Management & Budget

CONTRACT NO. _____

A G R E E M E N T

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by Joanne M. Mahoney, its County Executive, hereinafter called the "County," and the GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION, a not-for-profit corporation with offices at 333 WEST WASHINGTON STREET, SUITE 130, , SYRACUSE NY 13202, hereinafter called the "Contractor";

W I T N E S S E T H:

WHEREAS, by adopting Resolution No. 31-2012, this County Legislature authorized the creation of the Greater Syracuse Property Development Corporation, a land bank acting on behalf of Onondaga County and the City of Syracuse to acquire, redevelop and improve tax delinquent, vacant or abandoned property and to convert such properties to productive uses, and the land bank's efforts have resulted in an increased collection of property tax revenues since its creation; and

WHEREAS, in addition to increased property tax revenues already realized, county residents will continue to benefit from the land bank's improvement efforts, as such efforts will return more blighted properties to the tax rolls, expand available housing options without adding sprawl, raise property values for surrounding homes and businesses, and, more generally, begin to rejuvenate neighborhoods and generate economic opportunities; and

WHEREAS, the County Legislature has appropriated funds in the 2014 budget, pursuant to Resolution No. _____ adopted April 1, 2014, for the Contractor;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERM

The term of this contract shall be from ____/____/2014 through the completion of services under this contract. The County reserves the right to terminate this contract as the result of a material breach of the provisions herein and the continuance thereof for a period of ten (10) days after written notice thereof is given by the County to the Contractor. The County shall only be responsible for approved expenditures as of the date of the termination of this Agreement and any surplus funds existing after payment of all the claims must be returned to the County of Onondaga. For the purposes of this Agreement, the entire compensation amount of \$500,000.00 shall be considered an approved expenditure.

No work may begin or any services provided under this contract until both parties hereto have signed this Agreement and notice to proceed has been given. The execution of this contract by both parties shall constitute the notice to proceed.

"Schedule A"

SCOPE OF SERVICES

The Contractor shall acquire, redevelop and improve tax delinquent, vacant, or abandoned property within Onondaga County, which services may include the demolition and deconstruction of property.

COMPENSATION

The County hereby agrees to pay the Contractor in full and final satisfaction of all services and expenses an amount not exceeding \$500,000.00. Said amount shall be paid upon contract execution.

The use of funds paid to the Contractor pursuant to this contract shall be restricted as follows;

- | | | |
|--------------|---|--|
| \$200,000.00 | - | deconstruction |
| \$150,000.00 | - | acquisition and renovation of properties in the Villages of Jordan, Elbridge, and Baldwinsville. |
| \$150,000.00 | - | for a loan guaranty program for purchases of properties owned by the Land Bank. At the end of 5 years, said loan guaranty funds may be utilized by the Contractor for any Land Bank purpose. |

Contractor shall be entitled to a 10% Management Fee for deconstruction (\$200,000) and acquisition/renovation services (\$150,000) performed pursuant to this Agreement. Contractor is not entitled to and shall not be paid a Management Fee for the loan guaranty program (\$150,000).

The County agrees to transfer to the Contractor for \$1.00/each, subject to specific approval of the County Legislature, up to 10 properties in the Villages of Jordan, Elbridge, and Baldwinsville that would otherwise be sold at the County tax delinquent property auction for the purpose of redevelopment in accordance with the terms of this Agreement.

Payment shall be made in accordance with established Onondaga county Comptroller procedures and upon submission of duly approved County claim forms which can only be obtained from the Onondaga County Division of Management and Budget hereby designated to act on behalf of the County in directing and reviewing the services required herein. The Contractor shall report directly to the Chief Fiscal Officer.

The Contractor further agrees to submit an annual financial report to the County Executive and the Division of Management and Budget within thirty (30) days after the end of each calendar year covering the use of all funds received pursuant to this Agreement during the calendar year. Said report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed.

The Contractor shall make available at any time for examination and audit by the County its books, records, papers and other relevant data pertaining to the funds disbursed by the County pursuant to this Agreement and pertaining to any other matters in relation to the organization and management of the Contractor's organization.

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DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The Contractor covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, Contractor's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Contractor.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if Contractor serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from Contractor to Contractor's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, Contractor provides to the County a duly certified letter from Contractor's insurer(s): (i) Giving notice to Contractor that the claim is not within the scope of coverage of insurance contracts that Contractor is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or; (ii) A Reservation of rights Letter; Together with (Contractor's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to Contractor's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim or damages caused by the negligence or other fault of the County.

The Contractor further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

INSURANCE

Contractor shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to Contractor **AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS** for claims which may arise out of or result from Contractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor if self-employed, Contractor's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the Contractor shall not be required to name the County as an additional insured on policies issued to it for the

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professional liability of the Contractor.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

Contractor further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from Contractors proof of Workers' Compensation insurance coverage, Self Insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

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3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest

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and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this agreement, prior to the commencement of Contractor's services or work.

APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Contractor.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

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Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA

Dated: _____

AttorneySign

By: _____

Joanne M. Mahoney, County Executive

GREATER SYRACUSE PROPERTY DEVELOPMENT
CORPORATION

Dated: _____

By: _____

"Schedule A"

Form 1

State of _____)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ____ (he or she or they) executed the same in ____ (his or her or their) capacit(y)(ies), and that by ____ (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Form 2

State of _____)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me personally came _____, who, being by me duly sworn, did depose and say that ____ (he or she or they) reside(s) in _____ (if the place of residence is in a city, must include the street and street number, if any); that ____ (he or she or they) is (are) the _____ (must be corporation's president or other officer or attorney-in-fact duly appointed) of Greater Syracuse Property Development Corporation the corporation described in and which executed the above instrument; and that ____ (he or she or they) signed ____ (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

Instructions to Contractor About Signing and Acknowledging

If the contractor is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the contractor is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above.

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CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

_____, being duly sworn, deposes and says, for
and on behalf of the GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION, that:

1. I, _____, am an independent contractor, and have this date signed a contract to provide services to the County of Onondaga.
2. I certify that, as the Contractor, I have no interest nor will I acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of these services to the County.
3. I agree that in the rendering of services to the County, no persons having any such interest shall be employed by me. I have made diligent efforts to determine whether my employees or agents have any such interest and hereby certify that no such interest exists, upon information and belief.

Dated:_____

By:_____

For and On Behalf of
GREATER SYRACUSE PROPERTY
DEVELOPMENT CORPORATION.

Sworn before me this _____ day of

Notary Public

CO-DEVELOPMENT AGREEMENT

This Co-Development Agreement (the "Agreement") is made as of this ____ day of _____, 2014 by and between the **Greater Syracuse Property Development Corporation**, a New York not-for-profit corporation having an office for the transaction of business at 333 West Washington Street, Suite 130, Syracuse, New York 13202 (the "Land Bank") and **Home Headquarters, Inc.**, a New York not-for-profit corporation having an office for the transaction of business at 990 James Street, Syracuse, New York ("HHQ").

RECITALS

WHEREAS, the New York State Office of the Attorney General (the "OAG") has awarded the Land Bank \$3,000,000.00 to carry out community revitalization activities in the City of Syracuse and Onondaga County (the "Funds"); and

WHEREAS, to ensure the Land Bank uses the Funds in accordance with the OAG's Community Revitalization Initiative, the Land Bank and the OAG entered a certain Land Bank Grantee Agreement dated as of February 26, 2014 which is attached hereto and a made a part hereof as Schedule A (the "Grantee Agreement"); and

WHEREAS, a portion of the Funds will be used to subsidize the renovation of 40 single-family homes in the City of Syracuse which were previously tax-delinquent, vacant, blighted, and underutilized and are now owned by the Land Bank (collectively, the "Properties" and individually, a "Property") with the intent of conveying the Properties to HHQ to renovate and sell to low-income, owner occupants; and

WHEREAS, HHQ and the Land Bank desire to work together as co-developers to bring about the renovation of the Properties as each has distinct, yet complementary, areas of expertise that, together, will bring about the successful redevelopment and occupancy of the Properties; and

WHEREAS, the Land Bank and HHQ desire to enter an agreement setting forth their respective rights and obligations associated with the redevelopment and occupancy of the Properties and the use of the Funds.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Selection and Conveyance of Properties to HHQ.**

a. **Selection of Properties.** The Land Bank, in its sole but reasonable discretion, shall select the Properties which shall be renovated in accordance with the terms of this Agreement.

- b. **Conveyance of Properties to HHQ.** The Land Bank shall convey each Property to HHQ prior to the commencement of renovations on each respective Property. HHQ acknowledges that the Land Bank obtained title to the Properties following a municipal tax foreclosure proceeding and, as such, the Land Bank makes no representations or warranties as to title to the Properties other than the Land Bank has not done or suffered anything whereby the Properties have been encumbered in any way whatsoever.
- c. **Consideration.** The consideration for each Property, which shall be payable by HHQ to the Land Bank, shall be an amount equal to the Land Bank's cost of acquisition and maintenance of each Property from the date of the Land Bank's acquisition until conveyance to HHQ. In the event real property transfer tax shall be due on such conveyances, HHQ shall be responsible for the payment thereof as the Land Bank is a wholly exempt entity.
- d. **Recording Expenses.** Upon the conveyance of each Property, HHQ shall pay all costs for recording the deed and any related transfer documents including the Real Property Transfer Report (RP-5217) and Transfer Tax Return (TP-584). The Land Bank shall convey title to each Property by way of a Bargain and Sale Deed with a covenant against grantor's acts.
2. **Obligations under the Grantee Agreement.** All of the conditions, requirements, covenants and obligations of the Land Bank contained in the Grantee Agreement are hereby incorporated into this Agreement as if fully set forth herein and HHQ agrees to comply with and undertake each and every obligation of the Land Bank contained therein as if HHQ was a party to the Grantee Agreement. The Land Bank shall cooperate, assist as reasonably necessary, and work in good faith with HHQ to ensure compliance by both HHQ and the Land Bank with the Grantee Agreement.
3. **Term.** The term of this Agreement shall coincide with the Term of the Grantee Agreement, unless sooner terminated as provided for herein.
4. **Project Development Plans.** HHQ shall submit a development plan to the Land Bank for review and approval (the "Development Plan") prior to the commencement of the renovation of each Property (each a "Project" or collectively "Projects"). The Development Plan will include a written description of all aspects of the Project, including the budget, work specifications, a project pro forma statement and a relevant timeframe for completion. (Samples of these documents are attached for reference)The Development Plan must be approved in writing by the Land Bank before HHQ proceeds with a Project. Any disbursement of funds which does not conform to the Development Plan must receive the prior written approval of the Land Bank. HHQ shall prepare, or cause to be prepared, detailed work specifications (including engineered, stamped plans when required by law) and shall procure all necessary building permits and zoning approvals for all Projects. HHQ shall submit on an ongoing, but not less frequently than quarterly, basis up to date pro forma statements to the Land Bank for each Project.

5. **Project Financing.** HHQ shall, in the first instance, advance all necessary construction fees, costs and expenses for the completion of each Project and the Land Bank shall not be responsible for any such construction fees, costs and expenses.

6. **General Contractors.** HHQ shall ensure that all general contractors and their respective subcontractors hired to complete the Projects (collectively "Contractors") meet the criteria and have received prior approval as set forth in the Grantee Agreement and that each written agreement with the Contractors conforms to the requirements for such contracts contained in the Grantee Agreement and has received prior approval as set forth in the Grantee Agreement. In addition, HHQ shall ensure that the Contractors each carry Insurance protecting HHQ, the Land Bank and the OAG against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000.00 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$100,000.00 per accident or occurrence on account of damage to the Property of others. HHQ, the Land Bank and the OAG shall be named as additional insureds, on a primary basis, under such insurance coverage and HHQ agrees to cause each Contractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor commencing work on a Project. HHQ shall also ensure that each Contractor provides proof of all other insurance coverage which may be required by the Grantee Agreement including, but not limited to, worker's compensation insurance.

7. **Indemnification by HHQ.** To the fullest extent permitted by law, HHQ 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 HHQ to perform any of its obligations hereunder or (b) any malfeasance, misfeasance, nonfeasance or negligence or willful misconduct of HHQ, its agents or employees.

8. **Additional Obligations of HHQ.**

a. **Taxes and Utilities.** HHQ shall be responsible for paying the cost of all real property taxes, utilities, including water and sewer charges, and all other costs, expenses and charges typically associated with the ownership of real property for each Property. Said costs shall become part of the total development cost for the project.

b. **Marketing and Sale of Properties.** HHQ shall market and sell each Property to buyers who meet the requirements set forth in the Grantee Agreement. HHQ agrees that twenty (20) of the Projects shall be sold to households earning 80% or less of the area medium income as defined by the United States Department of Housing and Urban Development ("AMI") and that twenty (20) of the Projects shall be sold to households earning 120% of AMI or less. The parties agree that HHQ shall be entitled to list, market and sell each Property through its subsidiary, CNY Affordable Realty, Inc. The Land Bank shall cooperate and assist

with the promotion and marketing of the Properties and the purchase price for each Property shall be subject to the prior written approval of the Land Bank.

c. **Home Owner Education.** HHQ shall require that each purchaser of a Property successfully complete, prior to acquisition (a "Closing"), a homebuyer or homeowner education course offered by a United States Department of Housing and Urban Development approved housing counseling agency. The parties hereto acknowledge that HHQ is such an approved provider and, as such, may offer such courses to purchasers of the Properties.

9. **Use of Funds to Subsidize Projects.** The Land Bank shall use the Funds, in compliance with the terms and conditions of the Grantee Agreement, for the purpose of paying any and all Project deficiencies which may be due at a Closing. For purposes of this Agreement, a deficiency shall be any and all amounts which may be due and payable at a Closing for which the purchase price is insufficient to pay in full, specifically including the reimbursement of all approved Project fees, costs and expenses to HHQ, the payment of the Development Fee and all applicable developer and buyer subsidies. Under no circumstances shall a deficiency include a fee, cost or expense which has not been previously approved by the Land Bank.

10. **Development Fee.** HHQ and the Land Bank shall each be entitled to a development fee for each Project. The development fee under this Agreement shall be calculated in accordance with acceptable formulas approved by New York State Homes and Community Renewal for such developer fees. Once the developer fee is determined in accordance with such formulas for each Project, the Land Bank and HHQ shall divide each developer fee such that the Land Bank receives forty percent (40%) of each such fee and HHQ receives sixty percent (60%) of each such fee as full compensation for each party's respective services provided for each Project under this Agreement. The developer fee shall be due and payable upon the Closing of each Property and shall be paid from the Funds.

11. **Termination at Will.** This Agreement may be terminated by either party for any reason or for no reason upon the giving of written notice to the other of such termination at least ninety (90) calendar days in advance of such date of termination. The parties shall work with each other in good faith during such notice period for the purpose of completing their respective obligations hereunder, including the completion of any Property renovations in progress at the time of such notice of termination or the return of such unfinished Projects to the Land Bank in accordance herewith.

12. **Termination for Cause.** This Agreement may be terminated by either party for cause if the other party is in material breach 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 or items of material breach under this Agreement from the other party, provided that, 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. **Project Re-Conveyance Upon Termination.** Upon a termination of this Agreement at will or for cause, HHQ shall, within ten (10) days of such termination, return and re-convey to the Land Bank each Property previously conveyed to HHQ by the Land Bank under the terms of this Agreement, such re-conveyance to be by way of a Bargain and Sale Deed with a covenant against grantor's acts. The re-conveyance required herein 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 premature termination of this Agreement.

14. **Special Obligation.** Notwithstanding any other provision of this Agreement, it is understood and agreed by HHQ that in the performance of the agreements of the Land Bank herein contained and any obligation that the Land Bank may incur for the payment of money shall not constitute, create or give rise to a general pecuniary liability of the Land Bank, but any such obligation so incurred shall be a special obligation of the Land Bank and shall be payable solely out of the Funds actually received by the Land Bank from the OAG specifically designated for the Projects.

15. **Miscellaneous.**

a. 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.

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

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

d. 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.

e. This is the entire agreement between the Land Bank and HHQ as to the subject matter hereof and supersedes any agreement heretofore entered into.

f. This Agreement may be amended only by a writing signed by the Land Bank and HHQ.

g. The parties agree to submit to the jurisdiction of the Courts of Onondaga County, State of New York for the resolution of any actions commenced in the enforcement of this Agreement.

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

i. 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 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.

j. 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.

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

Greater Syracuse Property
Development Corporation

HomeHeadquarters, Inc.

By:

Katelyn E. Wright
Executive Director

By:

Kerry Quaglia
Executive Director

EXHIBIT A
Grantee Agreement

Property Address:														
Schedule of Activities	Planned Start Date	Planned Completion Date	January	February	March	April	May	June	July	August	September	October	November	December
Identify Property														
Obtain Lead/Asbestos Surveys														
Take Title														
Bid out Lead/Asbestos														
Bid out Rehab														
Construction														
Marketing/Sales														
Closing/Funds Disbursement														



Sample Work Scope

Address: 132 Fenton Street

Unit: Unit 01

Trade: 1 General Requirements

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
31	Construction Definitions "Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and legally dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component. 1 - General Requirements	1.00	GR	n/a	n/a
35	Verify Quantities/Measurements All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) are estimates of the finished product for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission. 1 - General Requirements	1.00	GR	n/a	n/a
221	Bid Due Date All bids are due back Thursday, March 20th by 4:30pm at the front desk or in the drop box at 990 James St Suite 100 Syracuse, NY. Contact Hilary Mansur at 459-6663 or Rob Platenik at 459-6664 to schedule a pre-bid walk through or for any questions regarding the scope of work. 1 - General Requirements	1.00	EA	n/a	n/a
222	M/WBE Goals MBE and WBE goals apply for all contracts in excess of \$20,000.00. Current goals are a minimum of 11% MBE and 6% WBE participation. Although no participation is mandated, HUD also requires that you report your participation for projects between \$10,000.00 and \$20,000.000. Your participation plan must be submitted to the City's office of Contract Compliance, Forms 'A' & 'B', (315-448-8708). Home Headquarters and the City of Syracuse encourage that MBE and WBE contractors participate regardless of amount of the job. Final payment will not be issued until all requirements of this program are satisfied.				

Trade: 1 General Requirements

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
	1 - General Requirements	1.00	EA	n/a	n/a
223	Pre-construction Meeting A pre-construction meeting between a Home Headquarters' representative and the contractor shall take place prior to initiation of all new construction and vacant rehabilitation projects. Upon award of the work the successful contractor will schedule a time with the representative at the site to review the work and schedule. The contractor will attend the meeting with a tentative start & finish dates, milestones for partial payment, and estimate support information for making scope adjustments if required.				
	1 - General Requirements	1.00	EA	n/a	n/a
224	Scheduling of Work The start and completion date will be established by Home Headquarters and the contractor prior to issuance of contract. Dates will be documented in the notice to proceed.				
	1 - General Requirements	1.00	EA	n/a	n/a
225	Permits All building, plumbing, heating and electrical work must be performed in accordance with City of Syracuse and Onondaga County codes and licensing. Work must be done by licensed individuals only. All work shall conform to the requirements of the Master Specification and the Minimum Material Standards for the City of Syracuse, Department of Community Development. The Contractor will be responsible for the coordination & cost of all permits and inspections. NOTE: All the attached work shall be done in accordance with the DHCR Master Specs and applicable building codes. Contact Home Headquarters, Inc. if there are any questions regarding this matter.				
	1 - General Requirements	1.00	EA		
226	Inspections Home Headquarters shall be notified to schedule inspections for completion by the contractor. A call for inspection represents that final completion of work has been achieved or that the project has reached a predetermined milestone for which an inspection is required. The Contractor should allow 5 working days in scheduling Home Headquarters for inspection.				
	1 - General Requirements	1.00	EA	n/a	n/a
227	Payment Partial payments are available only as established at the pre-construction meeting and will be limited to four (4) draws. Payment will be issued on Friday for final inspections completed by Friday of the previous week. Final payment will not be issued until all permits are closed. A holdback of five percent (5%) of the construction contract will be retained for nine (9) months beginning at the date of the Certificate of Occupancy.				
	1 - General Requirements	1.00	EA	n/a	n/a

Trade: 1 General Requirements

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
228	Temporary Facilities Water, gas, and electric will be the responsibility of the contractor. Once National Grid hooks up power Home Headquarters assumes responsibility. Power usage will be reimbursed by the Contractor in the form of a credit change order(s). All Provisions for waste and recyclable will be made by the contractor for all scopes of work. Debris from construction must not be put out for street collection. 1 - General Requirements	1.00	EA		
229	Weather-related Work Concrete shall not be poured between November 1st and April 1st. Exterior painting cannot be performed between November 1st and April 15th. 1 - General Requirements	1.00	EA	n/a	n/a
230	Insurance The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability: 1) Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. • If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. • CGL coverage shall be written on ISO occurrence from GC 00 01 (1093) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. • Home Headquarters, Inc. shall be included as additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds. There shall be no Labor Law exclusions. 2) Automobile Liability • Business Auto Liability with limits of at least \$1,000,000 each accident. • Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. • Home Headquarters, Inc. and all other parties required of the Contractor shall be included as additional insureds on the auto policy. 3) Commercial Liability • Umbrella limits must be at least \$2,000,000. • Umbrella coverage must include as insureds all entities that are additional insureds on the CGL. • Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance,				

Trade: 1 General Requirements

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
	including any deductible.				
	4) Workers Compensation and Employers Liability				
	• Statutory limits apply.				
	1 - General Requirements	1.00	EA		
231	Pricing Duration				
	Submitted pricing will remain valid for 90 days from the date issued.				
	1 - General Requirements	1.00	EA	n/a	n/a
232	Price Breakdown				
	All bids must be submitted and broken down on these spec sheets. Each line item bid should include the corresponding contingency, overhead, and profit. Line items may be considered as stand alone pricing for deletion of work or partial scopes.				
	1 - General Requirements	1.00	EA	n/a	n/a
233	Subcontractors				
	Home HeadQuarters reserves the right to require a complete list of subcontract participants and may reject any subcontractor for reasonable cause. All Agreements between the Contractor and any subcontractor for work on this project must contain the full specification for this project referenced as the specification for that agreement. Awarded Contractor is responsible for obtaining all Form A's from the City of Syracuse and returning approved Form A's to HHQ prior to start of work. It is the contractor's responsibility to obtain evidence of Workers Compensation and liability insurance from subcontractors and may be required to furnish such evidence to Home HeadQuarters at any time.				
	1 - General Requirements	1.00	EA	n/a	n/a
234	Cleanup				
	The Contractor is responsible for daily cleaning and removal of all debris from the site.				
	1 - General Requirements	1.00	EA	n/a	n/a
Total for 1 - General Requirements:					

Trade: 5 Demolition & Disposal

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
716	Gut Bathroom Gut existing bathroom down to studs. To include removal of all fixtures, flooring and drywall/plaster. 4 - Bathroom - First Floor	1.00	EA	_____	_____
717	Gut Kitchen Remove existing countertop and cabinets. Gut exterior kitchen walls down to studs. 5 - Kitchen	1.00	EA	_____	_____
823	Final Cleaning - Interior Clear all remaining original debris and old appliances from property. Remove all miscellaneous partitions, shelving, & wiring from basement. Provide daily cleanup of work by all trades. Upon final completion mop and clean floors. Upon final completion clean and broom sweep attic and basement to make ready to move in. Remove all stickers from doors, windows and fixtures. Make sure all locks work and deliver keys to HHQ as soon as they are installed. 9 - Entire Interior	1.00	EA	_____	_____
Total for 5 - Demolition & Disposal:					_____

Trade: 10 Carpentry

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
3337	Interior Doors - Masonite Hollow Core Contractor to order and install masonite, hollow core, smooth interior doors, example Erie Material's 'Princeton' or equal approved by HHQ in advance. Include all brushed nickel and matching hardware. Contractor to provide and install a door stop for every door. All door hardware, including knobs, to match hinges. Bedrooms and bath(s) need locks and provide owner with keys. 9 - Entire Interior	1.00	EA		
3596	Entry Stairs - Remove and Replace Side Porch: Remove existing stairs and dispose of all debris. New stairs shall be pressure treated, land on a 4" thick concrete pad or sidewalk, and have a uniform rise and run. Incremental rise shall not exceed 8¼". New stairs shall be installed with NEW handrails according to industry standards and Syracuse City Code. Front Porch: Remove existing stairs and dispose of all debris. New stairs shall be pressure treated, land on a 4" thick concrete pad or sidewalk, and have a uniform rise and run. Incremental rise shall not exceed 8¼". New stairs shall be installed with NEW handrails according to industry standards and Syracuse City Code. 10 - Exterior	1.00	EA		
3702	Cabinets - Kitchen Cabinets to be Kitchen Express 'Homecrest Arbor' maple or equal approved by HHQ in advance with HHQ choice of door style and color. Contractor to provide allowance for kitchen cabinets, HHQ to select style and order. HHQ to provide kitchen layout, contractor to install. Kitchen layout to remain the same with two exceptions: add a 12" base cabinet between range and refrigerator and provide ductwork/leave a space for a microwave over the range in place of an upper cabinet. 5 - Kitchen	1.00	LF		
3703	Counter tops - Kitchen Countertop to be laminate. Build to specs provided for kitchen layout. Countertop to be built with beveled edges and mitred corners. Provide cutout for sink. Backsplash to be included. Submit sample to HHQ for approval prior to purchase. 5 - Kitchen	1.00	SF		
3704	Vanities - Bathroom Vanities to be Kitchen Express 'Homecrest Arbor' maple or equal approved by HHQ in advance, style and color to match kitchen cabinets. 4 - Bathroom - First Floor	1.00	EA		
3832	Bathroom Mirror Install a frameless mirror sized at the width of vanity by 36" high.				

Trade: 10 Carpentry

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
	Use adhesive manufactured for this purpose and apply to sound backing.				
	4 - Bathroom - First Floor	1.00	EA	_____	_____
4055	Existing Trim - Patch				
	Leave existing trim where possible. Where new window and door trim needs to be installed, match existing as closely as possible. Window sills to be provided on all first floor windows. Picture frame casing to be installed for all second floor windows. Where new base trim needs to be installed, match existing as closely as possible. In rooms without any trim, instal 5-1/4" primed, finger-jointed speed base.				
	9 - Entire Interior	1.00	LF	_____	_____
7045	Bath Accessories				
	Home Depot/Lowe's - Satin Nickel/Chrome finish to include shower rod, two towel rods and a toilet paper holder.				
	4 - Bathroom - First Floor	1.00	EA	_____	_____
Total for 10 - Carpentry:					_____

Trade: 11 Windows and Exterior Doors

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
2768	Window - Glass Block Remove existing basement windows. Install a glass block window with vent. 2 - Basement	2.00	EA	_____	_____
2987	Windows - Remove and Replace - Vinyl - Green Spec Remove existing window sashes, existing sash cords, weights, pulleys and wheels. Insulate weight pockets and seal voids. Provide and install new, fully operable, vinyl replacement windows in the existing window openings. New windows shall be double-glazed, Low E glass, (U=0.29 or less) welded white vinyl units, carry a minimum of 10-year manufacturer's warranty, and carry the ENERGY STAR label. Replace damaged wood trim and frame components as required. Include caulking at the interior & exterior of installed units. Final installation shall be square, true (not racked), and fully operational. All windows shall have screens. Bathroom window shall have obscure glass in lower sashes. Window sizes shall be fabricated to match existing opening. 9 - Entire Interior	1.00	EA	_____	_____
3142	Door - New - Fiberglass Install a pre-hung, insulated, raised panel, half-lite, exterior fiberglass door with entrance lock set, and mortised dead bolt keyed alike. Prime and topcoat with exterior paint. Sample of front entrance door style to be provided to HHQ prior to ordering. 10 - Exterior	2.00	EA	_____	_____

Total for 11 - Windows and Exterior Doors: _____

Trade: 12 Siding

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
2635	Siding - Vinyl Repair and New Pressure wash existing and provide repairs/replacement to all damaged/missing siding including all trim and starter pieces. Match existing as closely as possible in color, exposure and texture. New vinyl siding to be installed on entire side of house where chimney was removed. Color and pattern to match existing as closely as possible. Remove vine from North West corner of house. 10 - Exterior	1.00	SF		
Total for 12 - Siding:					

Trade: 15 Roofing

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
4404	Demo Chimney Remove chimney from roof to ground level. Rebuild rafter tails/patch soffit and fascia where chimney extended through roof. 10 - Exterior	1.00	EA		
4562	Roof Inspection The contractor shall employ the services of an independent roofing inspector as designated by HHQ. A fee of \$195 for this inspection shall be included in the contractor's bid. The contractor shall be responsible to notify the independent roofing inspector at least 5 working days prior to initiation of work. Upon notification the independent inspector will establish the times at which he proposes to inspect. Failure to adhere to these inspection milestones will require removal of all material back to the established point of inspection (without exception). Failed inspection shall require re-inspection at an additional cost to the contractor of \$150 per inspection. No payment will be issued for roofing until accepted by the independent inspector. This inspection and acceptance shall in no way transfer or reduce the obligations of warranty for the contractor or the manufacturer. Payment for inspection services will be deducted from the contractor's price and paid directly by Home Headquarters. 10 - Exterior	1.00	EA		
4571	Roof Shingle Complete Re-sheath missing, damaged and deteriorated sheathing all according to applicable building codes. Sheathing shall be sized to match the existing thickness but not less than 7/16" OSB (oriented strand board) and applied with staggered joints. Sheathing shall be attached to rafters with spiral or ring shank nails of sufficient length to penetrate rafters at least 1.75 inches. Nails shall be spaced 6" on center along edges and 12" on center at intermediate rafters. Staples are not permitted fastening. Inform building owner that materials in attic may be struck by falling debris and should be moved or protected. Where accessible and practical canvas may be spread in attic and yard to catch falling debris so that clean-up would be more efficient. Re-roof ALL surfaces listed below, including all bird walks, using architectural shingles carrying a 30-year manufacturer's warranty with class A fire rating. Installations shall be per manufacturer's specifications. The contractor will issue manufacturer's material warranty on completion. The roof shall be installed in compliance with all of the following: 1. This specification 2. The Roof System manufacturer's published recommendations 3. The recommendations and guidelines of the National Roofing Contractor's Association 4. The recommendations of the Asphalt Roofing Manufacturer's Association At eave edges if not present install 1" x 2" shadow board.				

Trade: 15 Roofing

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
	Install all new aluminum vent pipe, wall flashing. Aluminum step and cap flashing shall be install with a 4" minimum vertical cover under the siding/shakes or finish material. Step flashing shall be woven at all wall rake line intersections with a 4" minimum horizontal cover under shingles. Restore all damaged or missing siding/shakes to original after installing flashing finish shall match existing as close as possible. Siding shall finish no higher than 2" above roof plane.				
	Install 6' of Ice & Water Shield by Grace or equal to ALL eaves and 3' in valleys. This is to include surfaces of all porches (whether cold or warm), bird walks, dormers and around all chimneys, angle changes, pipes and other penetrations.				
	Install new pre finished metal drip edge at all roof edges. Fasten drip edge 8" on center. At eaves all drip edge shall be covered with Ice and Water Shield. If not present install new crown molding or shadow board at all eaves.				
	Repair or replace all rafters and structural components where deteriorated or missing. All finished eave lines shall be straight and parallel to the structure. All roof planes shall be uniform.				
	Furnish continuous shingle over roof ridge vent to all ridges.				
	With open rafter ends, use 1¼" course threaded wood screws to fasten sheathing and 1¼ roofing nails to minimize penetration and old boards breaking.				
	Where applicable clean all debris from attic and yard.				
	In addition to the manufacturer's material warranty the contractor will furnish owner with a fully transferable 5 year repair and replacement warranty against all deficiencies and damage due to defects in workmanship.				
	Where applicable debris shall be removed from existing gutters. Gutters shall be adjusted to ensure positive drainage. Gutters shall be refastened 2 feet on center with concealed brackets that do not penetrate the roof.				
	Do not install shingles any roof or portion of roof where the slope does not exceed 3 in 12. Such low slope roofs shall receive a multi ply roof covering of APP or SBS modified bitumen roof membrane. Roof system shall consist of a 3 ply system including: a fiberglass reinforced base sheet (ASTM D 4601 Type II) mechanically attached in accordance with FM I-90 requirements., one layer of polyester and/ or fiberglass reinforced smooth surface inter ply, and a polyester and/ or fiberglass reinforced granulated cap sheet. Where mechanically attached base sheets are utilized they shall follow manufacturer's detail for membrane to shingle roof tie-in. Roof and flashing shall be installed in strict compliance with the manufacturer's published specifications and details in				

Trade: 15 Roofing

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
	accordance with 20 year warranty requirements.				
	NOTE: Please provide pricing for main roof and porch/rear low roof separately. Both roofs to be stripped by asbestos abatement contractor. Main roof to get shingles, porch/rear roof to get low-slope roofing.				
	10 - Exterior	1.00	SQ		
Total for 15 - Roofing:					

Trade: 16 Conservation

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
4905	Insulate Wall - R-13 Kraft Faced Batt After air sealing, install 3-1/2" thick, R-13, kraft paper faced fiberglass roll insulation between studs per manufacturer's specifications, carefully fit around all mechanical and structural components so that there are no gaps, the batts not compressed, and the cavities are completely filled. Staple flanges to the faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the wall finish is installed. 4 - Bathroom - First Floor 5 - Kitchen	1.00	SF	_____	_____
		1.00	SF	_____	_____
4968	Insulation - Rigid Behind Tub - Green Spec 1.5" Foil-faced Thermax rigid insulation to be installed behind all tub units and shower stalls. Seal to studs with spray foam. 4 - Bathroom - First Floor	1.00	EA	_____	_____
4996	Insulate Rim Joist - Foam After cleaning the area thoroughly, apply expanding spray foam to the rim joist at the entire perimeter of the basement and/or crawl space exterior walls. Install to R-19 at a minimum. Use a spray foam product that meets Underwriters Laboratories, Inc. (UL) classification Certificate R7813 such as Dow FROTH-PAK FS Foam or Handi-Foam Two Component E-84 Class A Foam. Insulate from the subfloor for the first floor to the top of the foundation wall and seal all penetrations and the top of the foundation. Seal all openings within the area of the rim joist created by plumbing, gas lines, electrical boxes or any other penetrations. 2 - Basement	1.00	LF	_____	_____
Total for 16 - Conservation:					_____

Trade: 17 Drywall & Plaster

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
5202	Drywall - General Requirements All materials shall be applied dry with the temperature between 55- 100 degrees F. Set all nail and screw heads. Apply tape and filler. Feather all edges. 1 - General Requirements	1.00	GR	n/a	n/a
5225	Drywall - Patch In locations where walls or ceilings are in reasonably good condition rake cracks, tape, coat, & feather finish with joint cement smooth and ready for paint. 9 - Entire Interior	1.00	SF	_____	_____
5270	Drywall - Walls - 1/2" Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8"on center. Run boards with long dimension perpendicular to framing members. Sand ready for paint. 5 - Kitchen	1.00	SF	_____	_____
5271	Drywall - Ceilings - 1/2" No Sag Hang, tape and 3 coat finish 1/2" No Sag drywall. Apply a 3/8" bead of adhesive to each framing member and screw or nail 8"on center. Run boards with long dimension horizontal. 4 - Bathroom - First Floor 5 - Kitchen	1.00 1.00	SF SF	_____ _____	_____ _____
5280	Drywall - Water Resistant 1/2" Hang, tape and 3 coat finish 1/2" moisture-resistant drywall. Apply a 3/8" bead of Low VOC drywall adhesive to framing member and attach with screws 8" on center. Fiberglass joint tape shall be used to finish the joints and a setting-type compound shall be used for the first coat over the fiberglass mesh tape. Sand ready for paint. 4 - Bathroom - First Floor	1.00	SF	_____	_____
Total for 17 - Drywall & Plaster:					_____

Trade: 19 Paint & Wallpaper

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
5452	Painting - General Requirements All paint lead free and low volatile organic compound (VOC). All surfaces clean/dry. Remove loose, blistered, scaling, deteriorated paint. Secure loose materials, set nails, fill holes, dents & cracks. Remove all deteriorated glazing compound & reglaze. Paint when temp is from 40-100 deg. No show-through, runs, sags or brush marks. All unpainted hardware to be paint free. No windows shall be painted shut. Remove ALL paint from glass, inside and out. 1 - General Requirements	1.00	GR	n/a	n/a
5453	Interior Painting All nail holes to be filled and sanded. All dissimilar surfaces to be caulked. Prime all walls with Vapor Barrier primer. Walls to be painted with two coats eggshell finish. Trim and doors to be painted with two coats semi-gloss finish. All paint to be lead free and low volatile organic compound (VOC). Paint colors to be submitted to HHQ approval prior to purchase. 9 - Entire Interior	1.00	SF	_____	_____
5652	Prep and Paint Exterior Wood Provide paint to all exterior surfaces not covered by vinyl siding or aluminum trim. Replace or restore exposed exterior components in kind before proceeding with painting. Cover ground with drop cloths. Wet scrape all loose, cracked, peeling and blistered paint. Spot prime bare wood areas with oil primer. Repair or replace missing or deteriorated siding and trim components. Re-nail all loose wood. Dispose of all chips properly. Caulk and fill all holes and cracks. Apply paint in full coats. Paint over peeling, blistered and rotten areas is not acceptable. All painting shall comply with the manufacturers' recommendations for application temperature, compatibility with existing finish, preparation, coverage and number of coats. Acceptable paint is Benjamin Moore, Strathmore, Glidden, Olympic, Pratt & Lambert, Sherwin Williams or equal. Color selection to be made by Home HeadQuarters. 10 - Exterior	1.00	SF	_____	_____
Total for 19 - Paint & Wallpaper:					_____

Trade: 20 Floor Coverings

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
5903	Floor Cover - General Requirements All materials shall be new unless otherwise specified. All interior carpeting shall be FHA approved. All subfloors and underlayments shall be well secured, dry, clean, level, and free of cracks, depressions, voids, bumps and squeaks before installation of finish floor covering. 1 - General Requirements	1.00	EA	n/a	n/a
5904	Floor Cover - Hardwood Contractor to provide and install pre-finished, select grade, 2-1/4" red oak hardwood flooring. Sample to be approved by HHQ. Rooms to be included in this budget: living room. Once installed, flooring must be protected and covered with cardboard or similar material. 3 - Living Room	1.00	SF		
5928	Linoleum - Remove and Replace Remove existing flooring. Install 1/4" luan underlayment grade plywood, using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Install one piece, 070" thick, backed vinyl sheet goods, per manufact. recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Install metal edge strips in openings & shoe molding or 4" vinyl base around perimeter. 4 - Bathroom - First Floor 5 - Kitchen	1.00	SF		
		1.00	SF		
5980	Carpet And Pad Stairs Install FHA approved nylon carpet over a 1/2" rebond urethane pad on tack strips at the perimeter of each tread. Owner's choice of color and pile. 6 - Stairs - First to Second	1.00	RI		
5995	Carpet - New Provide patching and leveling required to insure uniform installation of the new floor covering. Install FHA approved, nylon, plush carpet over a 1/2" medium density rebond pad w/ a minimum of seams. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips, and mending tape to cover entire floor including closets. Carpet minimum weight - 25oz., minimum warranty - 5 year wear and stain. Color to be submitted to HHQ for approval prior to purchasing. 7 - Bedroom 1 8 - Bedroom 2	1.00	SY		
		1.00	SY		

Total for 20 - Floor Coverings:

Trade: 21 HVAC

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
6002	HVAC - General Requirements Equipment shall operate safely without leakage, noise, or vibration. All penetration of building components shall be neat, sleeved and fire stopped and shall not compromise structural integrity. Contractor shall submit a diagram showing equipment selection and proposed layout of distribution system within 10 days of bid award. Dryer to be vented to outside. 1 - General Requirements	1.00	GR	n/a	n/a
6029	Furnace - Remove and Replace - Green Spec Remove existing furnace. Install a new over 92% efficient gas fired forced air furnace and provide new as required to furnish complete balance distribution. Units shall be sized to satisfy heat loss requirements of the residence. Keep existing ductwork This scope of work shall also include piping, controls, new exterior handle-type gas shut-off valve, electrical and gas connection. Unit shall rest on 4" concrete blocks. Install one centrally located thermostat. Balance system upon completion. Restore all existing registers and metal grill work unless otherwise noted. Installation requires a heating license and permit from the City of Syracuse. The installation requires a 5 year warranty on parts and labor with a minimum of 20 year warranty on heat exchanger. 2 - Basement	1.00	EA		
Total for 21 - HVAC:					

Trade: 22 Plumbing

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
6602	Plumbing - General Requirements Unless otherwise specified, all materials shall be pex (pvc for waste). All items shall operate without leakage, noise, vibration or hammering. All penetration of building components shall be neat, sleeved, & fire stopped. No solder containing lead shall be used in any pipe or fixture. Damage to structural members from drilling or notching shall be repaired to the acceptance of the owner. 1 - General Requirements	1.00	GR	n/a	n/a
6633	Supply - Pex Install PEX (cross-linked polyethylene) tubing to supply domestic water to the plumbing fixtures in kitchen. Maintain manufacturer's required clearance from heating appliance vents, recessed lights or other heat sources. Installation will protect PEX tubing from direct sunlight. Protect PEX tubing with sleeves where abrasion may occur and use nail plates where PEX tubing penetrates wall stud or joists and has the potential for being struck with a screw or nail. Allow for manufacturer's required slack to compensate for expansion and contraction. Provide shutoff valves at each fixture. Pressure test the system prior to charging with water. 2 - Basement	1.00	LF	_____	_____
6710	Waste Line - Snake Power snake drain to clear lines from the house to the street. Provide notification for HHQ Inspector to be in attendance. 2 - Basement	1.00	EA	_____	_____
6729	Camera Sewer Camera existing sewer line from house to street. 10 - Exterior	1.00	EA	_____	_____
6802	Faucet - Kitchen Install one Moen, or equal approved by HHQ in advance, kitchen sink faucet with spray dual controls, 15 year drip-free warranty and maximum flow of 2 gallons per minute, color to be chrome. 5 - Kitchen	1.00	EA	_____	_____
6821	Sink - Kitchen Install one double bay stainless steel kitchen sink with a minimum depth of 7" 5 - Kitchen	1.00	EA	_____	_____
6864	Faucet - Bathroom Install a Moen single handle lavatory faucet or equal approved by HHQ in advance, color to be chrome. 4 - Bathroom - First Floor	1.00	EA	_____	_____
6935	SHOWER HEAD--2.0 GPM Install a 2.0 GPM Showerhead in chrome such as the Niagara Conservation Earth Massage. Include arm where required. 4 - Bathroom - First Floor	1.00	EA	_____	_____

Trade: 22 Plumbing

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
6936	Bathtub - 5' with Shower Enclosure Install one 5' one piece tub with shower enclosure, color to be white. Caulk all joints with white, mildew resistant siliconized caulk. Prepare substrate and attach panels using manufacturer's recommended adhesive and fasteners. 4 - Bathroom - First Floor	1.00	EA	_____	_____
6976	Toilet - Dual Flush - Green Spec Install an American Standard dual flush, 2-piece, close coupled, white, vitreous china, commodes, or equal approved by HHQ in advance, with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. 4 - Bathroom - First Floor	1.00	EA	_____	_____
7041	Positemp Shower/Tub Valve Install shower/tub valve that is non-scalding, positemp and Moen or equal approved by HHQ in advance. 4 - Bathroom - First Floor	1.00	EA	_____	_____
7069	Water Heater - Remove and Replace - 40 Gallon Gas - Green S Remove existing water heater(s) from site and seal chimney. Install a 40 gallon, high efficiency, power-vented hot water heater with a 1 year warranty. Include discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. All work in accordance with Onondaga County plumbing code. Provide operator's manual and warranty. Unit shall meet energy star standards. 2 - Basement	1.00	EA	_____	_____
Total for 22 - Plumbing:					_____

Trade: 23 Electric

Spec Number	Specification	Quantity	Units	Unit Price	Total Price
7402	Electric - General Requirements All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface. Work shall be done to meet NY state code as well as all local codes. HHQ to receive a credit if fewer openings than those listed here are needed. Bathroom fans will be provided by HHQ. Light fixtures to be provided by HHQ, but installed by Contractor. 1 - General Requirements	1.00	GR	n/a	n/a
7404	Electric to Code - Green Spec Provide new outlets, switches, light fixture openings, and any additional wiring that is required by code. Floor outlets shall be removed and covered with a metal floor plate. Repair all damage to structure and finishes resulting from this work. Replace all existing light fixtures with new brushed nickel fixtures. To include exterior light fixture. Install switches at doors where missing and damaged. Replace all cover plates/switches/receptacles with new, color to be white. New light fixtures to be approved by HHQ in advance. Contractor to install CFL bulbs in all fixtures. 9 - Entire Interior	1.00	AL	_____	_____
7408	Electric Service - Upgrade to 150 Amp/220 Volt Upgrade existing electrical service to 150 Ampere /220volt. Installation shall include weather-head, entrance cable, meter, grounding, load center (w/ at least 30 breaker locations), breakers (include 2 spares), termination of existing distribution, and load balance. Also included are all utility fees and coordination. Complete with all other work that is required by Code when a new service is installed. 2 - Basement	1.00	EA	_____	_____
7811	Smoke Detectors - Hard Wired - Interconnected Install UL approved, ceiling mounted smoke and heat detectors permanently wired into a receptacle box with battery back-up and interconnected with all other smoke detectors in the unit. To meet code. One combination smoke and C/O detector to be installed on each floor to meet code. 9 - Entire Interior	1.00	EA	_____	_____
Total for 23 - Electric:					_____

Total for this Address: _____

Single Family Rehab

Budget and Pro Forma Statement

Address (incl zip): Anywhere Street , Central NY

Strategy: Renovation

Items

Sample

PROPERTY PURCHASE

Acquisition	\$	1,151.00
Legal/Closing	\$	525.00
Abstract	\$	1,100.00
SUB-TOTAL	\$	2,776.00

CONSULTANT FEES

Architectural Services	\$	1,000.00
Engineering consultant	\$	-
Asbestos Survey	\$	3,500.00
Lead R&R Survey	\$	500.00
Energy Audit	\$	250.00
Environmental Review	\$	500.00
SUB-TOTAL	\$	5,750.00

CONSTRUCTION COSTS

Construction Contract		
Renovation	\$	53,500.00
Change Orders		
Contingency	\$	5,350.00
Environmental-Asbestos Abatement	\$	20,000.00
Lead Clearance	\$	500.00
Air Monitoring	\$	1,200.00
Sewer Line	\$	2,500.00
Appliances	\$	1,210.00
SUB-TOTAL	\$	84,260.00

CARRYING COSTS

Property Taxes	\$	-
Maintenance	\$	400.00
Electric & Gas (if turned on at purchase)	\$	600.00
Water (if turned on at purchase)	\$	200.00
Insurance	\$	1,900.00
LOC Interest	\$	750.00
SUB-TOTAL	\$	3,850.00

PROPERTY SALE

Abstract	\$	-
Survey	\$	400.00
Appraisal	\$	250.00
Legal Fees	\$	525.00
Commission	\$	4,550.00
SUB-TOTAL	\$	5,725.00
TOTAL COSTS	\$	102,361.00

DEVELOPMENT FEE

Development Fee (60/40)	\$	12,639.00
TOTAL DEVELOPMENT COSTS:	\$	115,000.00

Sources		
Owner Down Payment & Mortgage (@ Appraised Value)	\$	65,000.00
NYS AG Buydown	\$	50,000.00
TOTAL SOURCES:	\$	115,000.00

BREAK EVEN	\$	-
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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 333 West Washington Street, Suite 130, Syracuse, New York 13202 on April 15, 2014 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
Mary Beth Primo, Vice Chair
Daniel Barnaba, Treasurer
Dwight L. Hicks, Secretary
James Corbett

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

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

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No.: 13 of 2014

**RESOLUTION AUTHORIZING THE ACQUISITION OF
COMMUNITY GARDEN PROPERTIES FROM THE CITY
OF SYRACUSE**

WHEREAS, New York Not-For-Profit Corporation Law §1608(b) authorizes the GSPDC to acquire real property by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise; and

WHEREAS, pursuant to New York Not-For-Profit Corporation Law §1608(c), the GSPDC may accept transfers of real property from municipalities upon such terms and conditions as agreed to by the GSPDC and the municipality; and

WHEREAS, the City of Syracuse holds title to certain vacant parcels of real property commonly known as 314 Midland Avenue and 612 West Newell Street (the "Properties"); and

WHEREAS, active community gardens are located on the Properties; and

WHEREAS, the GSPDC recognizes the economic, environmental, and social value of community gardens; and

WHEREAS, consistent with the GSPDC's purpose and mission, the GSPDC has developed a Community Garden and Green Lots Program; and

WHEREAS, in order to expand its Community Garden and Green Lots Program, the GSPDC desires to acquire title to the Properties from the City of Syracuse.

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 GSPDC is hereby authorized to acquire title to the Properties from the City of Syracuse.

Section 3. The 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	_____
Mary Beth Primo	VOTING	_____
Daniel Barnaba	VOTING	_____
Dwight L. Hicks	VOTING	_____
James Corbett	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 April 15, 2014 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 15th day of April, 2014.

Dwight L. Hicks, Secretary

COMMUNITY GARDEN LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 201__ by and between the Greater Syracuse Property Development Corporation, with offices located at 333 West Washington Street, Suite 130; Syracuse, New York 13202, (hereinafter referred to as the "Land Bank"), and _____, a _____, having an office/residing at _____, (hereinafter referred to as the "Tenant"). The Land Bank and the Tenant are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Premises.** The Land Bank hereby leases to the Tenant the premises commonly known as _____ and located in the City of Syracuse, County of Onondaga, and State of New York (the "Premises").
2. **Purpose.** The Tenant shall use the Premises solely for the purpose of building and operating a community garden in accordance with the terms and conditions set forth herein and for no other purpose.
3. **Compliance with Laws.** The Tenant shall not use or occupy the Premises or any part thereof, or permit all or part of such Premises to be used or occupied, for any purpose contrary to law or the ordinances, rules or regulations of any public authority. Tenant shall be responsible for obtaining all required permits and approvals from the Division of Code Enforcement and/or the Office of Zoning for all improvements, additions, and/or alterations to the Premises, including, but not limited to, sheds, fences, signs, and hoop houses.
4. **Term.** The term of this Agreement shall be one (1) year, commencing on the date first written above and ending on the ____ day of _____, 20__ (the "Expiration Date"), inclusively, unless sooner terminated by the Land Bank as provided herein.
5. **Rent.** The Tenant shall pay to the Land Bank as rent the sum of One Dollar (\$1.00) during the term of this Agreement, payable on the first day of ____.
6. **Acceptance "As Is."** The Tenant hereby accepts the Premises in "as is" condition with all faults and without any representation or warranties of any kind by the Land Bank.
7. **Improvements.** The Tenant may make any improvement, addition, and/or alteration (an "Improvement") to the Premises at the Tenant's own cost and expense provided, however, that an Improvement with a cost in excess of One Thousand Dollars

(\$1,000) shall not be made without the Land Bank's prior written consent, which consent may be withheld in the sole discretion of the Land Bank.

8. **Signs.** Notwithstanding anything to the contrary herein, the Tenant may not erect, install, place, or maintain any signs in or upon the Premises without the Land Bank's prior written consent. Any such signs must include the Land Bank's logo in a format approved by the Land Bank.

9. **Soil and Raised Beds.** The Tenant shall be responsible for supplying any and all soil used for the community garden located at the Premises. The soil located in, upon or about the Premises shall not be used by the Tenant for gardening of any kind. Instead, the Tenant shall use raised garden beds with a soil barrier installed at the bottom of each bed.

10. **Water.** The Tenant shall be responsible for supplying any and all water which is used in, upon or about the Premises.

11. **Care of Premises.** The Tenant shall, at all times, keep the Premises in a neat, orderly, and safe condition and will not permit the Premises to suffer from waste, misuse or neglect. The Tenant shall dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner and shall not allow any waste to accumulate at the Premises. The Tenant shall be responsible for removing all ice and snow from driveways, passages, sidewalks, and steps located in or upon the Premises or directly adjoining the Premises. The Tenant shall also be responsible for maintaining the lawn and landscaping at the Premises in a neat and orderly manner. The Land Bank shall not be responsible for securing the Premises or for the loss or damage of any of the Tenant's personal property or Improvements.

12. **Surrender.** Upon the Expiration Date or earlier termination of this Lease, the Tenant shall remove from the Premises all of the Tenant's property and all of the Tenant's alterations, additions, and Improvements; repair all damage to the Premises caused by the installation, maintenance or removal of such Improvements; restore the Premises to the condition it was in at the time the Tenant took possession; and surrender the Premises in a neat and orderly condition.

13. **Personal Property.** Any trade fixtures or personal property belonging to the Tenant or the Tenant's guests, licensees, employees, or invitees, if not removed at the expiration or termination of this Lease and if the Land Bank so elects, shall be deemed abandoned and shall become the property of the Land Bank without any payment or offset therefor. If the Land Bank does not so elect, it may remove such fixtures or property from the Premises and store them at the Tenant's risk and expense. The Tenant shall repair and restore, and save the Land Bank harmless from, all damage to the Premises caused by such removal by either Party.

14. **Photography Consent and Waiver.** The Tenant hereby grants to the Land Bank, its employees, agents, successors and assigns, the absolute right and permission to

photograph the Premises and/or any gardening activities occurring at the Premises and to use and/or publish any such photographs (including photographs of the Tenant), and/or the Tenant's name, likeness, attributed statement, voice recording, picture, and/or portrait in any public media, including television, radio, Internet, or print, or in any Land Bank printed or online publication, film, or recording for any lawful purpose, including for advertising, trade, marketing, fundraising, or promotional purposes. The Tenant hereby waives any right to inspect or approve any publications containing the Tenant's name, likeness, attributed statement, voice recording, picture, portrait, and/or photograph. The Tenant also waives the right to any claim the Tenant may have against the Land Bank, including claims for fees or control of the aforementioned materials, now or in the future. The Tenant acknowledges that the materials referenced herein are owned solely and exclusively by the Land Bank, and hereby grants the Land Bank the absolute right and permission to copyright such materials.

15. **Release and Waiver of Liability.** The Tenant shall ensure that any person, prior to participating in any gardening or related activities at the Premises, signs and delivers to the Land Bank a Release and Waiver of Liability in the form of the attached Exhibit A.

16. **Indemnity by Tenant.** To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless the Land Bank and its officers, agents and employees from and against all claims, damages, losses, costs, liability and expenses, including but not limited to attorneys' fees, to the extent arising from or out of any occurrence in, upon or at the Premises, from, out of or by reason of the Tenant's construction in or upon the Premises or use or occupancy of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, lessees, or invitees (the "Claims"). Such Claims shall include, but not be limited to, injury to persons (including death) and loss or damage to any personal property of the Tenant or others sustained by the Tenant or others resulting from any theft, accident or occurrence in or about the Premises.

17. **Events of Default.** The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

- a. The Tenant fails to vacate the Premises on the Expiration Date; or
- b. The Tenant fails to perform or observe any other requirement of this Agreement on the part of the Tenant to be performed or observed and such failure continues for ten (10) days after the giving of notice by the Land Bank to the Tenant.

18. **Land Bank's Remedies.** If an Event of Default occurs, the Land Bank may enter and take possession of the Premises either with or without process of law and remove the Tenant, with or without having terminated this Agreement. To the extent permitted by law, the Land Bank will be permitted to recover reasonable attorney fees and/or court costs incurred by the Land Bank in enforcing its rights hereunder.

19. **Rights and Remedies Cumulative.** All rights and remedies of the Land Bank set forth herein are in addition to any and all rights and remedies allowed by law and/or equity.

20. **Assignment.** The Tenant may not assign this Agreement or sublet the Premises, or any portion thereof, without the prior written consent of the Land Bank.

21. **Severability.** In case any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but rather this Agreement will be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

22. **Venue.** Any action or proceeding relating to this Agreement will be brought in the Supreme Court of the State of New York in the County of Onondaga. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

23. **Governing Law.** This Agreement shall be governed by the laws of the state of New York, exclusive of New York's conflicts of law rules and public policies.

24. **Entire Agreement.** This Agreement will be binding upon and inure to the benefit of Land Bank and Tenant, and their respective heirs, legal representatives, successors and permitted assigns. This Agreement contains the entire agreement between the parties hereto, and no statement or representation of either Party, their agents or employees, not set forth herein will be binding upon the other Party. This Agreement will not be changed or modified except by written instrument signed by the Parties.

The Parties have executed this Agreement on the day and year first above written.

**GREATER SYRACUSE PROPERTY
DEVELOPMENT CORPORATION**

TENANT:

By: _____

Name: _____

Title: _____

RELEASE AND WAIVER OF LIABILITY

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.

This Release and Wavier of Liability is given on the date signed below by the undersigned (the "Participant") in favor of the Greater Syracuse Property Development Corporation, a New York not-for-profit corporation (the "GSPDC"), and its staff, officers, members, agents, directors, independent contractors, and employees, and each of their successors and assigns.

Participant desires to participate in volunteer or educational activities (the "Activities") on property owned by the GSPDC (the "Property"). In consideration of being permitted to participate in the Activities, Participant hereby acknowledges and agrees as follows:

1. Participant's participation in the Activities is voluntary and is not required by the GSPDC. Participant will not be paid for his or her services and will not be covered by any medical or other insurance coverage carried by the GSPDC. Participant's participation in the Activities may be terminated at any time, in the sole discretion of the GSPDC.

2. There are inherent risks and hazards associated with participation in the Activities that may cause injury, property damage, death, or other loss. Certain Activities may be hazardous to Participant, including, but not limited to: painting, gardening, demolition, construction and repairs, moving of furniture and appliances, loading and unloading construction supplies and equipment, trash removal, use of tools and equipment, and transportation to and from work sites.

3. Participant agrees to exercise reasonable care for his or her own safety. Such reasonable care includes, but is not limited to, using proper safety equipment and operating power tools and other equipment in accordance with the manufacturer's instructions and only after receiving proper training.

4. Participant certifies that he or she has no medical, physical, or emotional limitations which would affect Participant's ability to engage in the Activities.

5. **PHOTOGRAPHY CONSENT AND WAIVER.** I hereby grant to the GSPDC, its employees, agents, successors and assigns, the absolute right and permission to use my name, likeness, attributed statement, voice recording, picture, portrait, and/or photograph in any public media, including television, radio, Internet, or print, or in any GSPDC printed or online publication, film, or recording for any lawful purpose, including for advertising, trade, marketing, fundraising, or promotional purposes. I hereby waive any right to inspect or approve any publications containing my name, likeness, attributed statement, voice recording, picture, portrait, and/or photograph. I also waive the right to any claim I may have against the GSPDC, including claims for fees or control of the aforementioned materials, now or in the future. I acknowledge that the

materials referenced herein are owned solely and exclusively by the GSPDC, and I hereby grant the GSPDC the absolute right and permission to copyright such materials.

6. **RELEASE AND WAIVER.** Participant does hereby release and forever discharge and hold harmless the GSPDC and its successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's participation in the Activities or use of the Property. Participant understands and acknowledges that this Release and Waiver of Liability discharges the GSPDC's staff, officers, members, agents, directors, independent contractors, and employees from any liability or claim that Participant may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's participation in the Activities or use of the Property, whether caused by the negligence of GSPDC, its staff, officers, members, agents, directors, independent contractors, employees, or otherwise. Participant also understands that the GSPDC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

7. **MEDICAL TREATMENT.** Participant does hereby release and forever discharge the GSPDC from any claim whatsoever which arises or may hereafter arise as a result of any first aid, treatment or service rendered in connection with Participant's participation in the Activities or use of the Property.

8. **ASSUMPTION OF THE RISK.** Participant further expressly and voluntarily assumes all risk of injury occurring to Participant, no matter how caused, occurring as a result of participation in the Activities or use of the Property.

9. **MISCELLANEOUS.**

a. Participant expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of New York and that this Release and Waiver of Liability shall be governed by and interpreted in accordance with the laws of the State of New York. Participant agrees that in the event that any clause or provision of this Release and Waiver of Liability shall be held to be invalid by any court of competent jurisdiction, then such clause or provision shall be deemed modified and amended to comply with the Court's decision, and the remaining provisions of this Release and Waiver of Liability shall continue in full force and effect.

b. In the event a civil proceeding is commenced as a result of a dispute arising out of this Release and Waiver of Liability, Participant consents to the jurisdiction of the Courts of Onondaga County, New York.

c. If any action is taken by or against the GSPDC in connection with this Release and Waiver of Liability, and in the event that the GSPDC prevails in whole or in substantial part, then Participant shall pay or reimburse the GSPDC for any and all costs or expenses incurred by the GSPDC in connection with such action, including but not limited to reasonable attorneys' fees, costs and expenses.

PARTICIPANTS EIGHTEEN (18) YEARS OF AGE OR OLDER

THE UNDERSIGNED PARTICIPANT IS EIGHTEEN (18) YEARS OF AGE OR OLDER, HAS READ THIS DOCUMENT, UNDERSTANDS IT, AND ACKNOWLEDGES THAT IT CONSTITUTES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS IN CONNECTION WITH THE ACTIVITIES DEFINED HEREIN.

Date: _____

Participant's Name (written): _____

Participant's Signature: _____

MINOR PARTICIPANTS UNDER EIGHTEEN (18) YEARS OLD

WAIVER MUST BE SIGNED BY LEGAL GUARDIAN

LEGAL GUARDIAN IS EIGHTEEN (18) YEARS OF AGE OR OLDER, HAS READ THIS DOCUMENT, UNDERSTANDS IT, AND ACKNOWLEDGES THAT IT CONSTITUTES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS IN CONNECTION WITH THE MINOR PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES DEFINED HEREIN, AND AGREES, FOR HIMSELF/HERSELF, AND ON BEHALF OF THE MINOR PARTICIPANT, TO ASSUME ALL RISKS ARISING OUT OF SUCH ACTIVITIES.

Date: _____

Minor Participant's Name: _____

Legal Guardian's Name: _____

Legal Guardian's Relationship to Minor Participant: _____

Legal Guardian's Signature: _____



April 15, 2014 Sales Summary

1) 216 Boise Avenue – Single-Family house, moderate renovation needed

Date Acquired: 2/13/14

Asking Price: \$10,000

Listed: 3/21/14

Appraised Value: \$7,500

Broker: Willowbank Company

Based on the Land Bank's disposition policies I recommend sale to Syracuse Quality Living as the highest qualified bidder, with an enforcement mortgage to be forgiven upon project completion and the restriction that they may not be allowed to place a permanent sign on the exterior of the property advertising their rental company. These signs have been a source of neighbor complaints elsewhere throughout the university area and they have not yet become pervasive in Outer Comstock. This house is too small and needs too much work to appeal to an owner occupant and, if demolished, the lot would not be buildable.

216 Boise Avenue Purchase Offers					
Applicant	Hazelton Properties	Syracuse Quality Living	VH Syracuse Realty	Warren Davis	University Hill Apartments
Offer	\$10,950	\$18,500	\$11,000	\$10,777	\$17,000
Plan	Renovate for Rental	Renovate for Rental	Renovate for parents to occupy	Renovate for Rental	Renovate for Rental
Notes/Recommendations	Qualified bidder and plan.	Qualified bidder and plan.	Renovation budget is not adequate; no proof of funds provided	Qualified bidder and plan.	Qualified bidder and plan.

2) 209 Boise Avenue – residential vacant lot

Date Acquired: 2/13/14

Asking Price: \$1,750

Listed: 3/25/14

Appraised Value: \$1,000

Broker: Willowbank Company

University Hill Apartments recently purchased and are renovating a two-family next door at the corner of Harriette and Colvin (not a Land Bank property). This property sits between that property and a single-family home on Boise. I have sent a letter to the owner of the single-family home and we may wish to hold this sale if they express an interest in submitting a competing offer before the 4/15 board meeting. If they do not, I recommend the property be sold to University Hill Apartments as the highest qualified bidder with a restriction that it must be combined and combined with their adjacent property and that it not be used for parking.

209 Boise Avenue Purchase Offers	
Applicant	University Hill Apartments, Inc.
Offer	\$1,000
Plan	Expand yard of adjacent property and fence in
Notes/Recommendations	Recently acquired and begun renovation of notorious eyesore property next door; adjacent owners are only logical buyer

3) 153 Minerva Street – Two-family home, extensive renovation needed

Date Acquired: 2/13/14

Asking Price: \$18,800

Appraised Value: \$14,000

Date Listed: 3/20/14

Broker: Willowbank Company

Ms. Aguilar currently owns a rental property next door and resides in Mattydale. She has expressed an interest in moving back into the City. The neighbors speak highly of her and are satisfied with her maintenance of the adjacent property. \$7,000 seems a fair offer given the amount of work the home requires. Based on the Land Bank's disposition policies I recommend sale to Norma Aguilar with an enforcement mortgage to be forgiven upon project completion.

153 Minerva Street Purchase Offers	
Applicant	Norma B. Aguilar
Offer	\$7,000
Plan	Plans to occupy 1 st floor and rent out 2 nd floor
Notes/Recommendations	Qualified buyer, thorough renovation budget; plans to invest \$35,300 in renovations

4) 237 Harriette Avenue – single-family home; moderate renovation needed

Date Acquired: 12/4/13

Asking Price: \$31,300

Appraised Value: \$14,000

Date Listed: 3/20/14

Broker: Willowbank Company

Based on the Land Bank's disposition policies I recommend sale to Hamdija Tihic on the condition that he renovate and resell to an owner-occupant. The Land Bank will be working with HHQ to renovate 232 Harriette across the street for sale to an owner-occupant, as well.

237 Harriette Avenue Purchase Offers			
Applicant	Hamdija Tihic	Syracuse Quality Living	University Hill Apartments
Offer	\$31,510	\$35,000	\$36,000
Plan	Renovate and resell	Renovate for Rental	Renovate for Rental
Notes/Recommendations	Plans to renovate and resell to an owner-occupant.	Qualified bidder and plan.	Qualified bidder and plan.

5) 314 Vincent Avenue – single-family home; minor renovations needed

Date Acquired: 12/4/13

Asking Price: \$59,000

Appraised Value: \$45,000

Date Listed: 3/19/14

Broker: Willowbank Company

The property was listed with a note that: "The Land Bank will wait up to 60 days or until it receives an application from a qualified buyer who intends to occupy as their primary residence before considering all purchase offers." Based on the Land Bank's disposition policies I recommend sale to Izet Andelia as the highest qualified bidder without an enforcement mortgage since they plan to owner-occupy and the amount of work needed is minor.

314 Vincent Avenue Purchase Offers		
Applicant	Izet Andelia	Neena A Mitchell
Offer	\$40,000	\$14,000
Plan	Renovate for Owner-Occupancy	Renovate for Owner-Occupancy
Notes/Recommendations	Traditional financing, has pre-approval, expected to easily obtain commitment upon receipt of a signed sales contract.	Cash offer

6) 269 and 305 Jamesville Avenue– Single-family home and adjacent vacant lot containing the driveway; extensive renovation needed

Date Acquired: 2/13/14

Asking Price: \$11,750 Appraised Value: \$8,000 (combined)

Date Listed: 3/24/14 Broker: Willowbank Company

Based on the Land Bank's disposition policies I recommend sale to Syracuse Quality Living as the highest qualified bidder, with an enforcement mortgage to be forgiven upon project completion and the restriction that they may not be allowed to place a permanent sign on the exterior of the property advertising their rental company. These signs have been a source of neighbor complaints elsewhere throughout the university area and they have not yet become pervasive in Outer Comstock. This house needs too much work to appeal to an owner occupant and, if demolished, the site would not likely be attractive for new construction due to its slope.

269 and 305 Jamesville Avenue Purchase Offers	
Applicant	Syracuse Quality Living
Offer	\$10,500
Plan	Renovate for Rental
Notes/Recommendations	Plans to invest \$45,000 in renovation. Requests that the Land Bank resubdivide these two parcels prior to transfer. We've already obtained quotes and can expedite that process, which won't cost more than \$750. He understands that this will delay closing. Worth the additional carrying period to facilitate the redevelopment of a severely deteriorated house. Resubdivision is necessary because current parking arrangement is a zoning code violation.

7) 608 Park Street– Two-family home with one occupied unit; needs minor renovation

Date Acquired: 12/4/13

Asking Price: \$28,000 (initially listed \$49,200 in Dec. lowered to \$28,000 in March)

Appraised Value: \$20,000

Date Listed: 12/20/13 Broker: Tamara Glasgow (Tempo Enterprises)

Based on the Land Bank's disposition policies I recommend sale to Club Three Property LLC with an enforcement mortgage to be forgiven upon project completion.

608 Park Street Purchase Offers	
Applicant	Club Three Property LLC
Offer	\$20,000
Plan	Renovate for Rental
Notes/Recommendations	Some history of code violations, but most are minor and all appear to have been closed in a timely manner. Cash offer.

8) 111 Spring Street– Two-family home with both units occupied; needs minor renovation

Date Acquired: 10/23/13

Asking Price: \$42,400 (initially listed \$69,500 in Dec. lowered to \$42,400 in March)

Appraised Value: \$TBD

Date Listed: 12/20/13 Broker: Tamara Glasgow (Tempo Enterprises)

Based on the Land Bank's disposition policies I recommend sale to Avni Jahiu with an enforcement mortgage to be forgiven upon project completion.

111 Spring Street Purchase Offers	
Applicant	Avni Jahiu
Offer	\$35,000
Plan	Renovate for Rental
Notes/Recommendations	Cash offer. Bidder is part of Interfaith Works ¹ preferred landlord group. Plans to invest \$15,000 (note this only covers material costs as he and his family do all the labor). This home is currently occupied and doesn't need much work.

9) 1332-34 Oak Street– Two-family home; vacant; needs extensive renovation

Date Acquired: 1/8/14

Asking Price: \$25,500 (initially listed \$33,100 in February. lowered to \$25,500 in March)

Appraised Value: \$34,000

Date Listed: 2/26/14

Broker: Tamara Glasgow (Tempo Enterprises)

Based on the Land Bank's disposition policies I recommend sale to Avni Jahiu with an enforcement mortgage to be forgiven upon project completion.

1332-24 Oak Street Purchase Offers		
Applicant	Avni Jahiu	Joe Granan and Mario Millimaci
Offer	\$15,000	\$4,000
Plan	Renovate for Rental	Renovate and occupy
Notes/Recommendations	Cash offer. This property needs substantial renovation. Avni plans to invest \$33,000 (note this only covers material costs as he and his family do all the labor).	Application includes very little documentation and inadequate proof of funds. Plans to invest only \$4,500 in materials. Inadequate to complete this job.

10) 422 E. Division Street – Mixed-use (two commercial, one apartment, all occupied); may need minor renovation

Date Acquired: 12/04/13

Asking Price: \$52,000 (initially listed \$75,200 in Dec., lowered to \$52,000 in March)

Appraised Value: \$11,000

Date Listed: 12/20/13

Broker: Tamara Glasgow (Tempo Enterprises)

Based on the Land Bank's disposition policies I recommend sale to Nhan Dang & Ly Doan with an enforcement mortgage to be forgiven upon project completion.

422 E. Division Street Purchase Offers		
Applicant	Rajendra Katwal	Nhan Dang & Ly Doan
Offer	\$40,000	\$48,000
Plan	Partially occupy and rent out one commercial unit (operate a business in the other and have family live in the upstairs apartment)	Operate as rental
Notes/Recommendations	Property doesn't need much work but they plan to invest \$14,000 in furnace and roof repairs. Has obtained contractors' quotes for the work. Plans to finance 80% and letter from the bank says this is not only contingent on review of the property and receipt of a signed sales contract, but that they haven't yet reviewed their income and credit.	Well-developed plan for managing the property. Plan to keep existing tenants. Cash offer.

¹ Interfaith Works places recently arrived refugees in housing per a State Department contract.

11) 113 Culbert Street – Single-family house, needs moderate renovation

Date Acquired: 12/04/13

Asking Price: \$19,900

Appraised Value: \$12,000

Date Listed: 2/3/14

Broker: Syracuse Realty Group (manager, Sutton)

The property was listed with a note that: “The Land Bank will wait up to 90 days or until it receives an application from a qualified buyer who intends to occupy as their primary residence before considering all purchase offers.” Based on the Land Bank’s disposition policies I recommend sale to Thuy Le with an enforcement mortgage to be forgiven upon project completion.

113 Culbert Street Purchase Offers	
Applicant	Thuy Le
Offer	\$17,000
Plan	Renovate for Owner Occupancy
Notes/Recommendations	Cash offer. Qualified applicant submitted adequate plan for renovation and plans to owner-occupy. Currently owns a home on Kappesser Street - no requirement for homebuyer education class. Will put in touch with HHQ regarding eligibility for loans/grants for renovation.

12) 1334-36 W. Onondaga Street – Two-family house, needs extensive renovation

Date Acquired: 12/18/13

Asking Price: \$5,000

Appraised Value: \$5,000

Date Listed: 3/13/14

Broker: CNY Affordable Realty

Based on the Land Bank’s disposition policies I recommend sale to Smartline Properties LLC with an enforcement mortgage to be forgiven upon project completion.

1334-36 W. Onondaga Street Purchase Offers			
Applicant	Bill D’Angelo	Smartline Properties LLC	Hakim Hameed
Offer	\$6,100	\$5,000	\$10,089
Plan	Renovate for Rental	Renovate for Rental	Renovate for rental/occupy one unit
Notes/Recommendations	Didn’t include an itemized renovation budget.	Plan to invest \$42,600 and have a good track record with Codes and SHA (Section 8)	Plans to invest \$17,000; inadequate for this property.

13) 2521 Bellevue Avenue – Single-family house, needs extensive renovation

Date Acquired: 12/18/13

Asking Price: \$44,900

Appraised Value: \$15,000

Date Listed: 2/3/14

Broker: Syracuse Realty Group (manager, Sutton)

Based on the Land Bank’s disposition policies I recommend sale to Louis G. Fournier IV with an enforcement mortgage to be forgiven upon project completion.

2521 Bellevue Avenue Purchase Offers	
Applicant	Louis G. Fournier IV
Offer	\$15,000
Plan	Renovate for owner-occupancy
Notes/Recommendations	House has been on the market for 60+ days and no other offers; lots of mold and water damage. Applicant has a thorough plan for renovation and adequate financing from family member.

14) 138 Bassett Street – long-time delinquent vacant residential lot already in use as a community garden

Date Acquired: 3/12/14

Asking Price: \$400

Date Listed: only listed on website

Appraised Value: \$1,000

Broker: n/a

Based on the Land Bank's disposition policies I recommend sale to Thomas Dellwo, Meagan Weatherby, and Simon Morrin in order for them to collectively own and continue to operate as a community garden.

138 Bassett Street Purchase Offers	
Applicant	Thomas Dellwo, Meagan Weatherby, and Simon Morrin
Offer	\$390
Plan	Operate as a community garden.
Notes/Recommendations	Group of neighbors currently operates as a community garden. They wish to own it collectively and continue operating it in this way.

15) The following properties are proposed for transfer to Home Headquarters for renovation and sale to an income-qualified household using the Attorney General grant funds awarded to the Greater Syracuse Land Bank:

The Land Bank's contract with the office of the Attorney General requires that we complete 16 renovations and sales to income-qualified buyers in 2014 – 10 in the 3rd quarter and 6 in the 4th. The remaining 12 homes will be transferred to HHQ over the coming months in order for them to commence renovation and complete by deadline.

Address	Land Bank's Costs (Sales Price)	Appraised Value	Avg. Developers' Fee earned by LB on AG homes	Anticipated Completion Date
141 Dawes Ave.	\$1,022.94	\$34,000	\$5,115	9/30/14
132 Fenton St.	\$2,452.65	\$16,000	\$5,115	9/30/14
307 Herbert St.	\$996.21	\$12,000	\$5,115	9/30/14
132 Bennington Dr.	\$2,633.89	\$12,000	\$5,115	9/30/14

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 333 West Washington Street, Suite 130, Syracuse, New York 13202 on April 15, 2014 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
Mary Beth Primo, Vice Chair
Daniel Barnaba, Treasurer
Dwight L. Hicks, Secretary
James Corbett

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

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

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No.: 14 of 2014

**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	_____
Mary Beth Primo	VOTING	_____
Daniel Barnaba	VOTING	_____
Dwight L. Hicks	VOTING	_____
James Corbett	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 April 15, 2014 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 15th day of April, 2014.

Dwight L. Hicks, Secretary

Schedule A

Address
216 Boise Ave
209 Boise Ave
153 Minerva
237 Harriette
314 Vincent
269 and 305 Jamesville Ave
608 Park Street
111 Spring Street
1332-24 Oak Street
422 E. Division Street
113 Culbert Street
1334-46 W. Onondaga St
2521 Bellevue Ave
138 Bassett St

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 333 West Washington Street, Suite 130, Syracuse, New York 13202 on April 15, 2014 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
Mary Beth Primo, Vice Chair
Daniel Barnaba, Treasurer
Dwight L. Hicks, Secretary
James Corbett

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

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

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No.: 15 of 2014

**RESOLUTION AUTHORIZING THE SALE OF
CERTAIN PARCELS OF REAL PROPERTY TO
HOME HEADQUARTERS, INC.**

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 Policy (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; and

WHEREAS, the GSPDC owns certain parcels of real property situate in the City of Syracuse, County of Onondaga, and commonly known as 141 Dawes Avenue, 132 Fenton Street, 307 Herbert Street, and 132 Bennington Drive (collectively, the "Properties" or individually, a "Property"); and

WHEREAS, each Property's appraised fair market value is set forth on the List of Properties attached hereto as Exhibit A (the appraisal reports are available for public review at the office of the GSPDC); and

WHEREAS, the GSPDC and Home Headquarters, Inc. ("HHQ") have entered into a certain Co-Development Agreement for the purpose of working together to renovate 40 single-family homes in the City of Syracuse which were previously tax-delinquent, vacant, blighted, and underutilized with the intent of selling the properties to low-income owner occupants; and

WHEREAS, in order to facilitate the development of the properties, the Co-Development Agreement provides that HHQ will purchase each property at a price equal to the total cost incurred by the GSPDC in acquiring and maintaining the property from the date of the GSPDC's acquisition until conveyance to HHQ; and

WHEREAS, the GSPDC has selected the Properties to be renovated and sold in accordance with the terms and conditions of the Co-Development Agreement; and

WHEREAS, selling the Properties to HHQ will ultimately benefit the public by increasing tax revenues, helping to enhance property values in the neighborhood in which the Properties are located, increasing opportunities for affordable home ownership, and abating safety hazards that may be present at the Properties; and

WHEREAS, as the Properties' development pursuant to the Co-Development Agreement is consistent with the mission, purpose and governing statute of the GSPDC, the Property Disposition Policy permits the GSPDC to sell the Properties to HHQ for less than fair market value by negotiation; and

WHEREAS, for each Property, the Board of Directors 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 of the four Properties to HHQ for the price set forth opposite each Property's address on the List of Properties which was calculated in accordance with the Co-Development Agreement.

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 the Properties to HHQ in accordance with the terms and conditions of the Co-Development Agreement.

Section 3. The 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	_____
Mary Beth Primo	VOTING	_____
Daniel Barnaba	VOTING	_____
Dwight L. Hicks	VOTING	_____
James Corbett	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 April 15, 2014 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 15th day of April, 2014.

Dwight L. Hicks, Secretary

Schedule A

List of Properties

Address	Land Bank's Costs (Sales Price)	Appraised Value
141 Dawes Ave.	\$1,022.94	\$34,000
132 Fenton St.	\$2,452.65	\$16,000
307 Herbert St.	\$996.21	
132 Bennington Dr.	\$2,633.89	\$12,000



Residential Renovation Energy Improvement Standards

When selling properties to be renovated for operation as residential rentals the Land Bank requires purchasers include the following work in their renovation plans. These measures are meant to retrofit existing residences for increased energy efficiency, reducing monthly utility costs and enhancing housing affordability.

- All work will comply with Chapter 11 (Energy Efficiency) of the [New York State Residential Building and Fire Prevention Code](#).
- Air sealing must be completed and be continuous at the band joists, sill plate, and top plate of a house.
- When replacing windows air sealing measures must comply with code. It is the responsibility of the contractor to schedule an inspection after the measure has been taken and before it has been concealed from view.
- All work addressing exterior walls must include insulating methods that comply with code. It is the responsibility of the contractor to schedule an inspection after the measure has been taken and before it has been concealed from view.
- All new appliances must meet current Energy Star standards.

The above measures and the entire scope of renovations proposed in your purchase application will be inspected by the Land Bank's Property Renovation and Maintenance Manager and approved prior to discharge of the "enforcement mortgage."

Questions? Contact Andrew Erickson at aerickson@syracuselandbank.org or (315) 422-2301.

Grant funds and other financial incentives for energy upgrades are available from a variety of sources. Some of these include:

The Department of Energy: <http://www.energy.gov/>

NYSERDA: <http://www.nyserda.ny.gov/>

City of Syracuse LEAD Program: <http://www.syracuseleadprogram.com/>

City of Syracuse
Department of Finance
233 E. Washington St. Rm 122 City Hall
Syracuse, New York 13202
315-448-8320

April 01, 2014

GSPDC
333 W WASHINGTON ST
SYRACUSE NY 13202

Your Sidewalk Assessment for:

Property Address: 4518 SALINA ST S
Property Number: 1479019900
Contract Number: 10732

City records reflect the cost of sidewalk improvements on the above property to be in the amount of: \$ 3358.42

This amount is payable without fees on or before DATE: May 09, 2014

This contract may also be paid over a **ten-year period** in 10 substantially equal annual installments with interest at seven percent per annum from 2014 thru 2024. If we do not receive the full payment by the above date the sidewalk charge will be placed on the City/School tax bill. Your payment will then be \$ 478.16 **per year**.

Please make all checks payable to the Commissioner of Finance.

233 E. Washington St. Rm 122 City Hall
Attn: Jennifer Greco
Syracuse, New York 13202

Thank you

(please cut on dotted line)

If you choose to pay the full amount please return this section with payment to the above address.

SIDEWALK PAY-OFF

Owners Name: GSPDC
Address: 4518 SALINA ST S 13202

Contract Number: 10732
Property Number: 1479019900
Amount if paid in full: \$ 3358.42