GREATER SYRACUSE
LAND BANK

To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd
From: Katelyn Wright
Date: December 11, 2020
Re: Board of Directors Meeting – December 15, 2020

The Greater Syracuse Property Development Corporation will hold a regular meeting of the Board of Directors on **Tuesday, December 15, 2020 at 8:00 A.M.** via Zoom.

I. Call to order

II. Roll Call – all present

III. Proof of Notice

IV. Minutes

November 17, 2020

V. Executive Summary & Financial Statements

VI. New Business

- **A.** Authorize the Sale of multiple properties
- **B.** Authorize the Sale of 1407 Park St
- **C.** Authorize the Sale of 100 Randall Ave
- **D.** Accept donation of 601 W Lafayette from Wells Fargo
- **E.** Jubilee option to purchase
- **F.** Authorize the Land Bank to acquire certain properties from the City of Syracuse
- **G.** Request from 751 N Salina to reduce extension fees owed on enforcement mortgage
- **H.** CNY Philanthropy Center lease renewal
- **I.** Renew contract with Catholic Charities of Onondaga County for relocation assistance
- **J.** Set 2021 schedule of meetings

VII. Discussion

VIII. Adjournment

PLEASE POST **PLEASE POST** **PLEASE POST**

PUBLIC MEETING NOTICE

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

HAS SCHEDULED A REGULAR MEETING OF THE BOARD OF DIRECTORS

FOR

8:00 AM Tuesday, December 15, 2020

Via Video Conference

https://zoom.us/j/95776205026?pwd=cTlyWFFDWEpNdnJIcUEwUVBuRGxjdz09
Meeting ID: 957 7620 5026
Passcode: 203174

For more information, please contact Katelyn Wright at 315-422-2301 or kwright@syracuselandbank.org

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION
CERTIFICATE REGARDING NO CONFLICT OF INTEREST

MEETING DATE: December 15, 2020

The Greater Syracuse Property Development Corporation (the "GSPDC") has this day considered numerous business items (each a "Transaction") including, but not limited to, the sale of real or personal property to, undertaking projects with or on behalf of, and entering contracts with, certain individuals and business entities (each a "Stakeholder").

I, the undersigned director, officer or employee of GSPDC, **DO HEREBY CERTIFY,** as follows:

1. I do not have any interest with regard to any Transaction which would cause the Transaction to be deemed a "related party transaction" (as defined in Section 102[a][24] of the New York Not-For-Profit Corporation Law), and no Relative (as defined in Section 102[a][22] of the New York Not-For-Profit Corporation Law) of mine or entity in which I have an ownership or beneficial interest has any such interest.
   A "related party" as defined under Section 102(a)(23) of the New York Not-For-Profit Corporation Law means: (a) any director, officer or key employee of the GSPDC or any affiliate of the GSPDC; (b) any relative of any director, officer or key employee of the GSPDC or any affiliate of the GSPDC; or (c) any entity in which any individual described in clauses (a) and (b) above has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.
   A "related party transaction" as defined under Section 102(a)(24) of the New York Not-For-Profit Corporation Law means any transaction, agreement or any other arrangement in which a related party has a financial interest and in which the GSPDC]or any affiliate of the GSPDC is a participant.

2. I do not have any interest in, or relationship with, any Stakeholder which would violate the GSPDC's Code of Ethics, Section 1614 of the New York Not-for-Profit Corporation Law, Sections 73 or 74 of the New York Public Officers Law, or Section 4.15 of the Intermunicipal Agreement between Onondaga County and the City of Syracuse dated March 27, 2012 or which would create a potential conflict of interest as defined pursuant to Article VIII of the Bylaws of the GSPDC.

3. The nature and extent of any interest I may have in any Stakeholder or Transaction is described in Exhibit A annexed hereto, such disclosure to be made a part of and set forth in the official minutes of the GSPDC.

BOARD OF DIRECTORS:

______________________	______________________	______________________
Jonathan Link Logan	Michael LaFlair	El-Java Williams Abdul-Qadir
______________________	______________________	
Patrick Hogan	Nancy Quigg	

STAFF:

______________________	______________________	______________________
Katelyn E. Wright	Luke Avery-Dougherty	Shannon Knickerbocker
______________________	______________________	______________________
David Rowe	Joel Kaigler	Terri Luckett
______________________	______________________	______________________
Shavel Edwards	Daniel Stazzone	Kevin Cook

Minutes
Greater Syracuse Property Development Corporation
Regular Meeting of the Board of Directors
8:00 AM Tuesday, November 17, 2020
Via Zoom

Board Members Present: Patrick Hogan, Mike LaFlair, El Java Abdul Qadir, Nancy Quigg, Jonathan Link Logan
Others Present: Katelyn Wright, John Sidd, Luke Avery-Dougherty, Terri Luckett, Shavel Edwards

I. Call to Order
Patrick Hogan called the meeting to order at 8:00 AM.

II. Roll Call – all present
Mr. Hogan noted that all board members were present and welcomed two new board members – Nancy Quigg and Jonathan Link Logan. He invited all board members and staff to briefly introduce themselves.

III. Proof of Notice
Mr. Hogan confirmed that public notice of the meeting had been adequately posted.

IV. Minutes
Mike LaFlair moved to accept the minutes from October 20, 2020. Nancy Quigg seconded this motion. **MIKE LAFLAIR, PATRICK HOGAN, AND EL JAVA ABDUL QADIR VOTED TO APPROVE THE MINUTES FROM OCTOBER 20, 2020. NANCY QUIGG AND JONATHAN LINK LOGAN ABSTAINED.**

V. Executive Summary & Financial Statements
Ms. Wright noted that financial statements through the end of September were attached for the board's review. Mr. Hogan asked if they needed to pass a resolution approving of them and she said that they typically do not.

VI. New Business
A. Election of Officers and Filling Committee Vacancies
Ms. Wright turned the board's attention to p. 19 of the agenda packet that lists the vacancies among officers and committees following Vito and Julie's departure from the board. Mr. Hogan asked for nominations to fill the vacancies.

Mike LaFlair nominated Patrick Hogan to serve as Chairman. El Java Abdul Qadir seconded the nomination.

Patrick Hogan nominated El Java Abdul Qadir to serve as Vice-Chairman. Mike LaFlair seconded this nomination.

Patrick Hogan nominated Mike LaFlair to serve as Treasurer. El Java Abdul Qadir seconded this nomination.

Mike LaFlair nominated Jonathan Link Logan to serve as Secretary. Patrick Hogan seconded this nomination.

El Java moved to adopt the nominated slate of officers. Patrick Hogan seconded. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY ELECTED THE SLATE OF OFFICERS AS NOMINATED.**

Patrick Hogan explained that there's an open position on the audit committee. He asked what the terms are and whether the existing members need to be reappointed. She explained that usually the board votes to elect committees each January at the annual meeting, but right now they just need to fill the vacancies that were created by Vito and Julie's departure from the board.

Mr. Hogan asked for a volunteer to serve on the audit committee with him and Mike LaFlair. Jonathan Link Logan volunteered. Nancy Quigg moved to nominate Jonathan Link Logan to the audit committee. El Java seconded the nomination. All board members unanimously elected Jonathan Link Logan to serve on the audit committee.

Mr. Hogan asked for two volunteers to serve on the governance committee with Mike LaFlair. He and El Java Abdul Qadir volunteered. Mr. Hogan moved to nominate himself and El Java Abdul Qadir to the governance committee. Nancy Quigg seconded the nomination. All board members unanimously elected Patrick Hogan and El Java Abdul Qadir to serve on the governance committee.

Mr. Hogan asked if anyone wanted to volunteer for the finance committee. Hearing no volunteers, he volunteered to serve on the finance committee. Jonathan nominated him. All board members unanimously elected Patrick Hogan to serve on the finance committee.

Mr. Hogan asked if anyone wanted to serve on the personnel committee. Nancy Quigg asked what that entails. Ms. Wright explained that it was much more active in 2019 because they were developing a full-fledged employee handbook for the first time. But she explained that now it would likely be far less active unless a personnel issue arises related to restructuring or something that requires amending the personnel policy and handbook. Nancy volunteered to serve on the personnel committee. Mike LaFlair moved to nominate Nancy Quigg to serve on the personnel committee. El Java Abdul Qadir seconded the nomination. All board members unanimously elected Nancy Quigg to serve on the personnel committee.

B. Authorize the Sale of multiple properties

Ms. Wright summarized the offers received, taking time to explain precedent and policies that the staff recommendations are based upon. After some discussion, El Java Abdul Qadir moved to authorize the Land Bank to sell multiple properties. Jonathan Link Logan seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO SELL MULTIPLE PROPERTIES.**

C. 419 Pacific – amend terms of sale

Ms. Wright explained that their initial plan was to sell a portion to each neighbor, retaining the middle portion for future new construction. Each piece sold would have to be joined with the neighbor's property because those pieces are too small to be standalone lots. And generally the Land Bank prefers these side lots be merged with the buyers' property anyway so that they only receive one tax bill going forward and they can install a driveway legally if they wish to do so. In this case she's suggesting they must reverse course because to merge the lots zoning requires that the buyer's existing property be brought up to code and they've denied this buyer's encroachment application for his existing handicap access ramp, which encroaches into the right of way. He cannot remove it, so he cannot bring his property into compliance. So in order to sell him some of the lot and avoid the requirement that he merge it with his existing property, they're proposing to sell him a larger piece that can stand alone. That will leave the land bank with a useless remainder, so we propose to sell the other neighbor the other half, which he can/will merge with his existing property. We will forgo the opportunity to retain a new building site.

Jonathan Link Logan moved to authorize the Land Bank to amend the terms of sale as suggested by Katelyn Wright. Mike LaFlair seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO AMEND THE PREVIOUSLY APPROVED TERMS OF SALE FOR THE SALE OF 419 PACIFIC.**

D. National Grid Access Agreement

Ms. Wright explained that National Grid is replacing a gas line under Bellevue Ave and that they have requested permission to use a Land Bank-owned lot as a temporary construction staging area. She noted that this is better than when they have just done so without permission in the past and left large tire ruts in the grass making it difficult for the Land Bank's contractors to mow afterwards. This time with an access agreement, they have assurance that National Grid will leave the lot in the condition that they found it. And they will indemnify the Land Bank. She noted that she had already asked Mr. Sidd to review the agreement and they had worked out a few edits with National Grid at Mr. Sidd's suggestion. Mr. Link Logan suggested they should take before photos in case they need evidence later to require them to fix any problems. Ms. Wright indicated that they would do so. She also indicated that Grid would pay them for the use of the lot and Mr. Sidd noted that Ms. Wright had negotiated with Grid to get them to double the payment they initially offered.

Mike LaFlair moved to authorize the Land Bank to enter into the access agreement with National Grid. El Java Abdul Qadir seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO AWARD NATIONAL GRID AN ACCESS AGREEMENT TO USE 609 BELLEVUE AVE AS A TEMPORARY CONSTRUCTION STAGING AREA.**

E. Sell 135 Baker to HHQ

Ms. Wright explained that she had gotten two addresses mixed up a few months previous and the board voted to sell 143 Baker to HHQ for one of five new construction projects they are co-developing together with CRI Round 4.2 funds. She indicated that HHQ would like to build on 143 eventually, but they have begun the environmental review and plans for 135 in the immediate future. Jonathan Link Logan moved to authorize the Land Bank to sell 135 Baker Ave to Home HeadQuarters. Mike LaFlair seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY PASSED A RESOLUTION AUTHORIZING THE LAND BANK TO SELL 135 BAKER AVE TO HOME HEADQUARTERS, INC.**

VII. Discussion

A. Enforcement of overdue development enforcement mortgages

Ms. Wright and Mr. Sidd updated the board stating that over 20 notices to cure were recently issued on properties whose enforcement mortgages are in default. There was some discussion about next steps and enforcement options and Ms. Wright explained that they have ben waiving 90 days of late charges for buyers impacted by the COVID construction shut down, but any other deviation from their standard late-fee policy would come to the board for discussion of the specific case at hand. All agreed this warranted further discussion at the next meeting.

VIII. Adjournment

Jonathan Link Logan moved to adjourn the meeting. El Java Abdul Qadir seconded the motion. **ALL BOARD MEMBERS IN ATTENDANCE VOTED TO ADJOURN THE MEETING AT 9:00 AM.**

GREATER SYRACUSE LAND BANK

Executive Summary
December 15, 2020 Board of Directors Agenda

I. Executive Summary & Financial Statements

Financial statements through the end of October were emailed directly to the board and can be found on p. 10 of this packet.

II. New Business

A. Authorize the Sale of multiple properties

A summary of offers received can be found on p. 22 of this packet.

B. Authorize the Sale of 1407 Park St

More detail can be found on p. 34 of this packet.

C. Authorize the Sale of 100 Randall Ave

More detail can be found on p. 35 of this packet.

D. Accept donation of 601 W Lafayette from Wells Fargo

Well Fargo has offered to donate this single-family house to the Land Bank. We believe it to be marketable and would list it in our Home Ownership Choice Program. We need the board's authorization to accept the donation.

E. Jubilee option to purchase

Jubilee submitted a request several months ago for the Land Bank to enter into an MOU with them to develop approx. 75 parcels. They have narrowed the scope of their project into 32 "Phase I" properties on which they wish to build a mix of one- and two-family homes to be sold to low- to moderate-income owner occupants. They are still working on the design and budgets for these, which they'll use to apply for affordable housing subsidy. They've identified 32 sites, most of which are owned by the Land Bank. Some are city-owned or seizable. The Land Bank sites include some demolition candidates and part of their project includes fundraising to cover the cost of those demolitions. They are requesting we give them an option to purchase these properties allowing them 12 months to raise the funds necessary to proceed with their project and an additional 6 months to close. The specific properties are listed on p. 38-39 of this packet.

F. Authorize the Land Bank to acquire certain properties from the City of Syracuse

The list on p. 43 includes seizable and city-owned properties involved in Jubilee's development plan and several additional properties that we wish to acquire for strategic reasons.

G. Request from 751 N Salina to reduce extension fees owed on enforcement mortgage

We recommend the board discuss this in executive session since this matter involves potential litigation.

H. CNY Philanthropy Center lease renewal

See lease and renewal on p. 44 of this packet.

I. Renew contract with Catholic Charities of Onondaga County for relocation assistance

We recommend that we contract with Catholic Charities of Onondaga County to provide relocation assistance to occupants living in land bank properties at the time of foreclosure as a sole source procurement since they are uniquely qualified to perform this service.

J. Set 2021 schedule of meetings

Unless board members have conflicts, I recommend we continue to hold regular board meetings on the 3rd Tuesday of each month. See attached schedule on p. 88 of this packet.

III. Discussion

A. Overdue enforcement mortgages

Discuss status of and various strategies for enforcement actions .

Greater Syracuse Property Development Corporation
Balance Sheet
As of October 31, 2020

	Oct 31, 20	Oct 31, 19
ASSETS		
Current Assets		
Checking/Savings		
10000 · Checking	1,956,363.46	3,336,412.68
Total Checking/Savings	1,956,363.46	3,336,412.68
Accounts Receivable		
11001 · Accounts Receivable	5,050.00	-400.00
Total Accounts Receivable	5,050.00	-400.00
Other Current Assets		
12001 · Undeposited Funds	105,801.00	0.00
12100 · Contract Receivable		
12117 · Save America's Treasures	500,000.00	0.00
12116 · City of Syracuse '20-21	500,000.00	0.00
12115 · '20 CDBG Receivable	187,859.59	0.00
12114 · 2020 CRI Receivable-Rehab	375,000.00	0.00
12111 · EPA_Brownfield_Petroleum	111,037.04	0.00
12110 · EPA_Brownfield_Hazardous	409,767.98	0.00
12106 · '19-'20 CRI Receivable	0.00	1,035,767.37
12107 · '19 CDBG Receivable	0.00	-5,250.01
12109 · HOME	55,258.00	55,258.00
Total 12100 · Contract Receivable	2,138,922.61	1,085,775.36
12200 · Reimbursement Receivable	0.00	51,903.50
12500 · Prepaid Insurance	61,460.45	91,596.21
12900 · Prepaid Expense	0.00	17,240.88
Total Other Current Assets	2,306,184.06	1,246,515.95
Total Current Assets	4,267,597.52	4,582,528.63
Fixed Assets		
14000 · Computer	13,399.86	13,399.86
15000 · Furniture and Equipment	6,381.08	6,381.08
16000 · Software and Website	13,050.00	13,050.00
17000 · Accumulated Depreciation	-30,057.61	-27,458.03
Total Fixed Assets	2,773.33	5,372.91
Other Assets		
18000 · Cost of Properties Held	710,828.66	789,448.50
Total Other Assets	710,828.66	789,448.50
TOTAL ASSETS	**4,981,199.51**	**5,377,350.04**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	216,270.34	220,399.38
Total Accounts Payable	216,270.34	220,399.38
Credit Cards		
20002 · M&T Visa 7079	683.14	0.00
20001 · M&T Visa Community Card	0.00	3,837.02
Total Credit Cards	683.14	3,837.02
Other Current Liabilities		
24800 · CDBG-1707 Fayette St	1,200.00	0.00
20900 · 401(K) Liability		
21000 · 401(k) Payable	1,586.78	1,851.77
Total 20900 · 401(K) Liability	1,586.78	1,851.77

Greater Syracuse Property Development Corporation
Balance Sheet
As of October 31, 2020

	Oct 31, 20	Oct 31, 19
20100 · M&T Loan PPP 2020	101,710.00	0.00
20500 · Down Payment on Property Sale	40,435.00	80,290.75
22000 · Accrued Expenses	18,894.51	18,413.45
Total Other Current Liabilities	163,826.29	100,555.97
Total Current Liabilities	380,779.77	324,792.37
Long Term Liabilities		
28000 · Deferred Grant Inflow		
29505 · Save America's Treasures	499,776.64	0.00
29504 · City of Syracuse '20-21	371,424.35	0.00
28024 · CRI 2020 Rehab	375,000.00	0.00
28023 · CRI 2020 Demo	274.90	0.00
29503 · Community Fou. Lead Grant #2	57,192.77	0.00
29020 · EPA_Brownfield_Petroleum '19-22	111,037.04	0.00
29010 · EPA_Brownfield_Hazardous '19-22	409,767.98	0.00
28003 · County Loan Guarantee '14	0.00	150,000.00
28004 · County Deconstruction '14	11,030.17	11,030.17
28006 · County Bank Purchase	139,663.91	139,663.91
28012 · County 2017	2,940.34	4,833.20
28013 · Neighbors for Neighbors '17-'18	0.00	54,923.88
28015 · City of Syracuse '18-'19	0.00	257,723.09
28017 · CRI 2019 Demo	6,023.20	682,945.54
28018 · CRI 2019 Rehab	0.00	600,000.00
28019 · County- Building Stabilization	21,411.25	125,000.00
28020 · County-Purchase of Vacant Prop.	4,506.15	125,000.00
28021 · City of Syracuse ’19-’20	82,846.26	0.00
28022 · HOME	55,258.00	55,258.00
29000 · Americorps Grant	3,520.35	3,520.35
Total 28000 · Deferred Grant Inflow	2,151,673.31	2,209,898.14
29500 · Parks Conservancy Grant	1,000.00	1,000.00
29502 · Community Foundation Lead Grant	15.27	22,117.21
Total Long Term Liabilities	2,152,688.58	2,233,015.35
Total Liabilities	2,533,468.35	2,557,807.72
Equity		
32000 · Unrestricted Net Assets	3,835,441.21	3,945,708.50
Net Income	-1,387,710.05	-1,126,166.18
Total Equity	2,447,731.16	2,819,542.32
TOTAL LIABILITIES & EQUITY	**4,981,199.51**	**5,377,350.04**

Greater Syracuse Property Development Corporation
Profit & Loss Current Month & Year to Date
October 2020

	Oct 20	Jan - Oct 20
Ordinary Income/Expense		
Income		
40000 · Government Grants		
44000 · Save America's Grant	0.00	223.36
40110 · CNY Lead		
40190 · CNY Community Lead Grant #2		
40190.1 · CNY Lead#2 Admin/Developer Fees	981.12	4,834.19
40190 · CNY Community Lead Grant #2 - Other	33,387.75	86,533.55
Total 40190 · CNY Community Lead Grant #2	34,368.87	91,367.74
Total 40110 · CNY Lead	34,368.87	91,367.74
40160 · EPA_Brownfield_Petroleum		
40160.1 · EPA BP - Admin/Developer Fees	45.11	1,084.18
40160 · EPA_Brownfield_Petroleum - Other	1,503.75	36,139.22
Total 40160 · EPA_Brownfield_Petroleum	1,548.86	37,223.40
40150 · EPA_Brownfield_Hazardous		
40150.1 · EPA BH - Admin/Developer Fees	390.69	1,121.14
40150 · EPA_Brownfield_Hazardous - Other	13,023.00	37,371.32
Total 40150 · EPA_Brownfield_Hazardous	13,413.69	38,492.46
40010 · City of Syracuse		
41004 · City of Syracuse '20-21	27,485.50	82,526.65
41001 · City of Syracuse '19-'20	46,049.00	398,276.79
Total 40010 · City of Syracuse	73,534.50	480,803.44
40030 · Admin/Developer's Fee	1,439.49	1,439.49
40040 · Onondaga County		
41003 · County- Purchase of Vacant Prop	0.00	120,493.85
41002 · County- Building Stabilization		
41002.1 · County-BS Admin/Developer Fees	1,080.00	6,715.00
41002 · County- Building Stabilization - Other	11,394.00	96,873.75
Total 41002 · County- Building Stabilization	12,474.00	103,588.75
Total 40040 · Onondaga County	12,474.00	224,082.60
40060 · NY Attorney General		
40060.4 · CRI 2020 Demo	2,600.00	263,826.59
40060.3 · CRI 2019 Rehab	196,734.98	215,724.12
40060.2 · CRI 2019 Demo	0.00	63,385.41
40060.1 · CRI Admin/Developer Fees	0.00	28,455.51
40060 · NY Attorney General - Other	3,265.02	3,265.02
Total 40060 · NY Attorney General	202,600.00	574,656.65
40100 · CDBG Grant Income		
40100.1 · CDBG Admin/Developer Fees	0.00	17,524.63
40100 · CDBG Grant Income - Other	0.00	232,349.91
Total 40100 · CDBG Grant Income	0.00	249,874.54
Total 40000 · Government Grants	339,379.41	1,698,163.68
40090 · Neighbors for Neighbors Income	0.00	79,768.09
42000 · REO Donated Funds	0.00	19,485.41
48000 · Side Lot Application Income	175.00	825.00
49000 · Rental Income	3,012.50	23,125.00
49500 · Sale of Property	169,278.00	659,833.10
Total Income	511,844.91	2,481,200.28

	Oct 20	Jan - Oct 20
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	0.00	128,828.00
50020 · Recording Fees	0.00	474.00
50050 · Debris Removal - Initial	13,284.00	175,478.00
50090 · Renovation Inventory	19,712.22	233,676.50
50095 · Sidewalk Replacement/Repair	0.00	17,315.00
50100 · Stabilization	31,950.00	184,715.00
50115 · Environ. Assess. Inventorial	0.00	3,007.00
50116 · Survey/Abatement Pre-Reno	900.00	900.00
50145 · Title Searches	0.00	1,905.80
50170 · Architectural Prof. Services	1,400.00	19,950.00
50180 · Land Survey Prof. Services	2,725.00	24,500.00
50999 · Spec Reclass to/from Inventory	23,783.84	168,113.18
Total 500VI · Vacant COS Inventorial	93,755.06	958,862.48
500PC · Periodic COS		
50025 · Property Materials and Supplies	118.62	8,236.47
50029 · General Inspections	3,010.25	27,876.50
50045 · Pest Exterminations	0.00	1,236.00
50051 · Debris Removal - Periodic	16,980.00	239,252.34
50070 · Lawn Maintenance	44,610.00	268,805.03
50080 · Snow Removal	0.00	26,706.50
50110 · Demolition/Deconstruction	228,720.54	1,054,948.14
50111 · Renovation Expensed	84,434.98	114,314.57
50117 · Survey/Abatement Pre-Demo	19,849.00	61,664.00
50120 · Permits/Fees	50.00	325.00
50130 · Utilities	2,791.97	55,879.21
50190 · Evictions	150.00	1,990.00
50205 · Legal & Closing Costs	575.00	18,959.70
50220 · Brokerage - Sale	1,000.00	14,554.00
50230 · Sale of Property Closing Costs	0.00	1,500.00
53100 · Stabilization	0.00	1,895.00
53200 · Property Appraisal	0.00	225.00
Total 500PC · Periodic COS	402,290.36	1,898,367.46
Total 50000 · Cost of Sales	496,045.42	2,857,229.94
Total COGS	496,045.42	2,857,229.94
Gross Profit	15,799.49	-376,029.66
Expense		
60000 · Accounting Fees	8,650.00	70,345.00
60100 · Automobile	769.17	6,339.62
60200 · Depreciation	197.65	2,133.70
60300 · Legal Fees	3,575.00	27,210.20
60400 · Office Expense	1,377.60	25,619.51
60500 · Payroll		
60535 · Employer 401(K) Match expense		
60545 · Forfeited amount of ER Match	0.00	-6,763.22
60540 · Employer 401(k) Match	1,809.62	17,460.26
Total 60535 · Employer 401(K) Match expense	1,809.62	10,697.04
60510 · Salary	43,275.64	422,375.90
60520 · Payroll Taxes	3,235.36	33,059.56
60530 · Employee Health Insurance	4,157.37	39,271.22
60550 · Payroll Processing Fees	670.24	8,304.10
Total 60500 · Payroll	53,148.23	513,707.82
60600 · Professional Services	14,526.75	87,160.54
60602 · Relocation Assistance Expense	1,619.97	21,631.69
60603 · Special Assessments Expense	0.00	21,369.73

Greater Syracuse Property Development Corporation
Profit & Loss Current Month & Year to Date
October 2020

	Oct 20	Jan - Oct 20
60700 · Insurance		
60701 · Property	0.00	-6,060.75
60702 · Liability	15,522.06	158,393.41
60700 · Insurance - Other	6,348.03	99,680.74
Total 60700 · Insurance	21,870.09	252,013.40
60800 · Telephone	388.01	3,818.73
60905 · Conference/Meeting	0.00	115.00
61000 · Bank Service Charge	0.00	-15.00
61200 · License and Fees	0.00	2,345.00
61300 · Events & Marketing	500.00	10,049.95
61400 · Rent Expense	2,659.64	26,422.32
Total Expense	109,282.11	1,070,267.21
Net Ordinary Income	-93,482.62	-1,446,296.87
Other Income/Expense		
Other Income		
70200 · Salvage Income	1,113.64	12,355.39
70300 · Rental Late Fee Income	0.00	70.00
70500 · Defaulting on Residency Req.	2,000.00	5,250.00
70600 · Project Extension Fees	4,750.00	39,878.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	0.00	58.43
Total 71000 · Reimbursement Income	0.00	58.43
72000 · Forfeited Down Payment on Sale	-500.00	0.00
79000 · Misc. Income	0.00	975.00
Total Other Income	7,363.64	58,586.82
Net Other Income	7,363.64	58,586.82
Net Income	**-86,118.98**	**-1,387,710.05**

Greater Syracuse Property Development Corporation
Profit & Loss YTD Comparison CY vs. PY
January through October 2020

	Jan - Oct 20	Jan - Oct 19
Ordinary Income/Expense		
Income		
40000 · Government Grants		
44000 · Save America's Grant	223.36	0.00
40110 · CNY Lead		
40190 · CNY Community Lead Grant #2		
40190.1 · CNY Lead#2 Admin/Developer Fees	4,834.19	0.00
40190 · CNY Community Lead Grant #2 - Other	86,533.55	0.00
Total 40190 · CNY Community Lead Grant #2	91,367.74	0.00
Total 40110 · CNY Lead	91,367.74	0.00
40160 · EPA_Brownfield_Petroleum		
40160.1 · EPA BP - Admin/Developer Fees	1,084.18	0.00
40160 · EPA_Brownfield_Petroleum - Other	36,139.22	0.00
Total 40160 · EPA_Brownfield_Petroleum	37,223.40	0.00
40150 · EPA_Brownfield_Hazardous		
40150.1 · EPA BH - Admin/Developer Fees	1,121.14	0.00
40150 · EPA_Brownfield_Hazardous - Other	37,371.32	0.00
Total 40150 · EPA_Brownfield_Hazardous	38,492.46	0.00
40010 · City of Syracuse		
41004 · City of Syracuse '20-21	82,526.65	0.00
41001 · City of Syracuse '19-'20	398,276.79	0.00
40010 · City of Syracuse - Other	0.00	258,656.65
Total 40010 · City of Syracuse	480,803.44	258,656.65
40030 · Admin/Developer's Fee	1,439.49	38,366.55
40040 · Onondaga County		
41003 · County- Purchase of Vacant Prop	120,493.85	0.00
41002 · County- Building Stabilization		
41002.1 · County-BS Admin/Developer Fees	6,715.00	0.00
41002 · County- Building Stabilization - Other	96,873.75	0.00
Total 41002 · County- Building Stabilization	103,588.75	0.00
40040 · Onondaga County - Other	0.00	44,164.53
Total 40040 · Onondaga County	224,082.60	44,164.53
40060 · NY Attorney General		
40060.4 · CRI 2020 Demo	263,826.59	0.00
40060.3 · CRI 2019 Rehab	215,724.12	0.00
40060.2 · CRI 2019 Demo	63,385.41	0.00
40060.1 · CRI Admin/Developer Fees	28,455.51	0.00
40060 · NY Attorney General - Other	3,265.02	997,854.15
Total 40060 · NY Attorney General	574,656.65	997,854.15
40100 · CDBG Grant Income		
40100.1 · CDBG Admin/Developer Fees	17,524.63	0.00
40100 · CDBG Grant Income - Other	232,349.91	-4,498.73
Total 40100 · CDBG Grant Income	249,874.54	-4,498.73
Total 40000 · Government Grants	1,698,163.68	1,334,543.15
40090 · Neighbors for Neighbors Income	79,768.09	259,964.94
42000 · REO Donated Funds	19,485.41	0.00
48000 · Side Lot Application Income	825.00	850.00
49000 · Rental Income	23,125.00	46,861.88
49500 · Sale of Property	659,833.10	1,166,214.06
Total Income	2,481,200.28	2,808,434.03

	Jan - Oct 20	Jan - Oct 19
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	128,828.00	28,883.43
50020 · Recording Fees	474.00	0.00
50040 · Board-Up	0.00	10,525.00
50050 · Debris Removal - Initial	175,478.00	189,086.80
50090 · Renovation Inventory	233,676.50	275,159.18
50095 · Sidewalk Replacement/Repair	17,315.00	29,180.00
50100 · Stabilization	184,715.00	38,583.88
50115 · Environ. Assess. Inventorial	3,007.00	10,764.50
50116 · Survey/Abatement Pre-Reno	900.00	700.00
50140 · Title Insurance	0.00	524.00
50145 · Title Searches	1,905.80	2,754.60
50170 · Architectural Prof. Services	19,950.00	23,041.00
50180 · Land Survey Prof. Services	24,500.00	17,050.00
50200 · Property Appraisal	0.00	1,150.00
50999 · Spec Reclass to/from Inventory	168,113.18	451,372.46
Total 500VI · Vacant COS Inventorial	958,862.48	1,078,774.85
500PC · Periodic COS		
50025 · Property Materials and Supplies	8,236.47	11,149.22
50029 · General Inspections	27,876.50	25,382.00
50045 · Pest Exterminations	1,236.00	4,103.05
50051 · Debris Removal - Periodic	239,252.34	256,157.90
50070 · Lawn Maintenance	268,805.03	258,494.00
50080 · Snow Removal	26,706.50	45,197.50
50110 · Demolition/Deconstruction	1,054,948.14	796,145.00
50111 · Renovation Expensed	114,314.57	320,355.44
50117 · Survey/Abatement Pre-Demo	61,664.00	69,680.00
50120 · Permits/Fees	325.00	2,203.60
50130 · Utilities	55,879.21	95,165.09
50190 · Evictions	1,990.00	8,814.65
50205 · Legal & Closing Costs	18,959.70	26,231.15
50220 · Brokerage - Sale	14,554.00	16,800.00
50230 · Sale of Property Closing Costs	1,500.00	1,000.00
53100 · Stabilization	1,895.00	4,170.24
53170 · Architectural Prof. Services	0.00	1,800.00
53200 · Property Appraisal	225.00	275.00
Total 500PC · Periodic COS	1,898,367.46	1,943,123.84
Total 50000 · Cost of Sales	2,857,229.94	3,021,898.69
Total COGS	2,857,229.94	3,021,898.69
Gross Profit	-376,029.66	-213,464.66
Expense		
60000 · Accounting Fees	70,345.00	59,270.00
60100 · Automobile	6,339.62	4,613.53
60150 · Bad Debt	0.00	1,636.98
60200 · Depreciation	2,133.70	2,564.53
60300 · Legal Fees	27,210.20	53,614.25
60400 · Office Expense	25,619.51	29,287.59
60500 · Payroll		
60535 · Employer 401(K) Match expense		
60545 · Forfeited amount of ER Match	-6,763.22	0.00
60540 · Employer 401(k) Match	17,460.26	12,415.02
Total 60535 · Employer 401(K) Match expense	10,697.04	12,415.02
60510 · Salary	422,375.90	311,362.62
60520 · Payroll Taxes	33,059.56	24,537.09
60530 · Employee Health Insurance	39,271.22	34,808.10
60550 · Payroll Processing Fees	8,304.10	9,807.08
Total 60500 · Payroll	513,707.82	392,929.91

	Jan - Oct 20	Jan - Oct 19
60600 · Professional Services	87,160.54	21,749.09
60602 · Relocation Assistance Expense	21,631.69	34,227.69
60603 · Special Assessments Expense	21,369.73	14,365.22
60700 · Insurance		
60701 · Property	-6,060.75	2,983.30
60702 · Liability	158,393.41	160,963.59
60700 · Insurance - Other	99,680.74	135,471.30
Total 60700 · Insurance	252,013.40	299,418.19
60800 · Telephone	3,818.73	3,843.88
60900 · Travel	0.00	4,247.38
60905 · Conference/Meeting	115.00	3,418.46
61000 · Bank Service Charge	-15.00	69.92
61200 · License and Fees	2,345.00	3,459.97
61300 · Events & Marketing	10,049.95	2,996.31
61400 · Rent Expense	26,422.32	25,883.19
61500 · Interest Expense	0.00	59.90
Total Expense	1,070,267.21	957,655.99
Net Ordinary Income	-1,446,296.87	-1,171,120.65
Other Income/Expense		
Other Income		
70200 · Salvage Income	12,355.39	4,343.55
70300 · Rental Late Fee Income	70.00	0.00
70400 · Forbearance Income	0.00	2,000.00
70500 · Defaulting on Residency Req.	5,250.00	5,500.00
70600 · Project Extension Fees	39,878.00	4,000.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	58.43	1,266.17
71000 · Reimbursement Income - Other	0.00	26,168.48
Total 71000 · Reimbursement Income	58.43	27,434.65
72000 · Forfeited Down Payment on Sale	0.00	1,676.00
79000 · Misc. Income	975.00	0.27
Total Other Income	58,586.82	44,954.47
Net Other Income	58,586.82	44,954.47
Net Income	**-1,387,710.05**	**-1,126,166.18**

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened via video conference on December 15, 2020 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:
Patrick Hogan, Chair
El Java Abdul Qadir, Vice-Chair
Michael LaFlair, Treasurer
Jonathan Link Logan, Secretary
Nancy Quigg

EXCUSED:

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn E. Wright	Executive Director
John Sidd	General Counsel

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

Resolution No.: 38 of 2020

RESOLUTION AUTHORIZING THE SALE OF MULTIPLE PARCELS OF REAL PROPERTY

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

WHEREAS, New York Not-for-Profit Corporation Law Section 1609(f) permits the board of directors to delegate to officers and employees the authority to enter into and execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the land bank; and

WHEREAS, Section 4(e)(i) of the GSPDC's Disposition of Real and Personal Property Policy (the "Property Disposition Policy") permits the GSPDC to dispose of real property by negotiation after listing the real property for sale with a licensed real estate broker and/or on the GSPDC's website; and

WHEREAS, Section 4(e)(i)(3) of the Property Disposition Policy permits the GSPDC to sell real property to an applicant who has not submitted the highest purchase offer for a variety of reasons consistent with the GSPDC's mission and purpose to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; 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 County of Onondaga, 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, the Executive Director, after evaluating all purchase offers received for the Properties in accordance with the Property Disposition Policy, has 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, the GSPDC has determined that each Buyer is a qualified buyer and that that each Buyer's offer is reasonable and consistent with the GSPDC's mission and purpose; and

WHEREAS, the GSPDC has solicited competition for the each Property in accordance with the Property Disposition Policy; and

WHEREAS, if any Property is being sold to a Buyer who has not submitted the highest purchase offer for such Property, the Board of Directors has determined that the sale is justified for the reasons set forth on the Properties List, said reasons being consistent with the GSPDC's mission and purpose to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, the GSPDC desires to sell each Property to the corresponding Buyer identified on the Properties List at the price set forth therein; and

WHEREAS, as may be noted on the 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 shall be agreeable in form and content to the Executive Director and GSPDC counsel.

Section 3. The Chairman, Vice Chairman, Secretary and Treasurer are each hereby authorized 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. The Executive Director and the Director of Operations of the GSPDC are each also hereby authorized and directed for and in the name and on behalf of the GSPDC to execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the GSPDC.

Section 4. All other officers, employees and agents of the GSPDC are hereby authorized 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:

Patrick Hogan	VOTING	___
Michael LaFlair	VOTING	___
El Java Abdul Qadir	VOTING	___
Nancy Quigg	VOTING	___
Jonathan Link Logan	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 December 15, 2020 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 19th day of January, 2021.

____
Jonathan Link Logan, Secretary

GREATER SYRACUSE
LAND BANK

December 15, 2020 Sales Summary

1) 678 W. Onondaga St. – Vacant Single-Family Property

Date Acquired: 05/31/2018	Listed: 09/26/2018
Current List Price: $10,000	Days on Market: 796 days
Original List Price: $18,000	Land Bank's Minimum Renovation Est: Buyer to provide specs

678 W. Onondaga Street is an Italianate style mansion with approximately 5,200 square feet. This home was last used as an office space and has been vacant for many years. Although once thought to have been connected to L. Frank Baum and referred to as the "Oz" house, after further research it was determined not to have a direct connection to the famous author, although it is a local landmark and is in the process of being listed on the National Register of Historic Places. The Land Bank had the structure reroofed over a year ago because of extensive leaks, in order to prevent it from becoming a demolition candidate. Although there are spots of major water damage and deterioration, the foundation is sound and brick exterior has overall remained in good condition. Because of the size of this home, it will require major renovations.

Sarah Johnson is an actress and interior designer from the NYC area. This listing is what brought her to consider relocating to Syracuse. After viewing many Land Bank properties and other homes in the area with a local realtor, she knew this home is where she wants to live. She plans to renovate the home back into a single-family residence. She has created a renovation plan with her contractor and also has many materials ready and waiting to be used to make this her dream home. While this home isn't in the Home Ownership Choice program, she is willing to accept a five year residency enforcement mortgage, so she is entitled to a 20% discount off the list price.

Based on the Land Bank's disposition policies, staff recommend sale to Sarah Johnson, subject to an enforcement mortgage to be discharged once the proposed renovations are completed and another enforcement mortgage requiring the home remain owner-occupied for five years.

678 W. Onondaga St. Purchase Offer	
Applicant	**Sarah Johnson**
Offer	**$8,000**
Plan	**Renovate to Owner-Occupy**

2) 168-70 Forest Ave. – Vacant Two-Family Property

Date Acquired: 04/11/2019	Listed: 12/11/2019
Current List Price: $16,000	Days on Market: 355 days
Original List Price: $7,900	Land Bank's Minimum Renovation Est: $71,603.39

168-70 Forest Ave. is a two-family home with two bedrooms in each unit. The property has a driveway and a large backyard. The Land Bank replaced the roof with County grant funds (in order to address a leak that would have eventually made it a demo candidate) and replaced the windows and doors with funding from the CNY Community Foundation meant to address lead paint hazards. Per the terms of that grant, the buyer will need to pass a lead clearance inspection prior to discharge of the enforcement mortgage.

Robert Halpin Jr. and Craig Romano are experienced contractors and business partners. Robert has purchased from the Land Bank before and has successfully completed a whole-house renovation. Together they plan to renovate this home to operate as a rental.

Based on the Land Bank’s disposition policies, staff recommend sale to Robert Halpin Jr. and Craig Romano subject to an enforcement mortgage to be discharged once the proposed renovations are completed and once the house passes a lead clearance inspection.

168-70 Forest Ave. Purchase Offer	
Applicant	**Robert Halpin Jr. and Craig Romano**
Offer	**$16,500**
Plan	**Renovate for Rental**

3) 713 Emerson Ave. – Vacant Single-Family Property

Date Acquired: 02/21/2019 Listed: 07/08/2019
Current List Price: $2,500 Days on Market: 511 days
Original List Price: $9,900 Land Bank’s Minimum Renovation Est: $55,100.58

713 Emerson Ave. is a single-family home that was illegally converted into a two-family residence. Major renovation will be needed due to water damage.

Robert Halpin Jr. and Craig Romano are experienced contractors and business partners. Robert has purchased from the Land Bank before and has successfully completed a whole house renovation. Together they plan to renovate this home back to a single-family residence and operate it as a rental.

Based on the Land Bank’s disposition policies, staff recommend sale to Robert Halpin Jr. and Craig Romano, subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

713 Emerson Ave. Purchase Offer	
Applicant	**Robert Halpin Jr. and Craig Romano**
Offer	**$2,500**
Plan	**Renovate for Rental**

4) 101-03 Belle Ave. – Vacant Two-Family Property

Date Acquired: 02/22/2017 Listed: 09/24/2020
Current List Price: $1,000 Days on Market: 67 days
Original List Price: $1,000 Land Bank’s Minimum Renovation Est: $102,409.50

101-03 Belle Ave. is a large, side-by-side, two-family home. Each unit has two floors, separate basements, three bedrooms and one bathroom. The interior of the home has some signs of fire damage and is mostly gutted. The Land Bank replaced the roof with County grant funds (in order to address a leak that would have eventually made it a demo candidate) and replaced the windows and doors with funding from the CNY Community Foundation meant to address lead paint hazards. Per the terms of that grant, the buyer will need to pass a lead clearance inspection prior to discharge of the enforcement mortgage. Although the home is being sold as a "shell" with a completed exterior, it will need major renovation.

Devon Watson is a full-time, experienced contractor who has purchased homes from the Land Bank before and has successfully completed whole-house renovations. He is confident that he can renovate the entire home and plans to operate it as a rental.

Based on the Land Bank's disposition policies, staff recommend sale to Devon Watson subject to an enforcement mortgage to be discharged once the proposed renovations are completed and once the house passes a lead clearance inspection.

101-03 Belle Ave. Purchase Offer	
Applicant	**Devon Watson**
Offer	**$1,000**
Plan	**Renovate for Rental**

5) 212 Evaleen Ave. – Vacant Single-Family Property

Date Acquired: 08/29/2019 Listed: 10/12/2020
Current List Price: $25,000 Days on Market: 51 days
Original List Price: $25,000 Land Bank's Minimum Renovation Est: $45,424.40

212 Evaleen is an attractive home in the North Valley Neighborhood. It currently has two bedrooms with space for a third. It has an enclosed front porch, a first-floor bedroom, living room, dining room, and separate family room. The property has a driveway, a one-car detached garage, and a fully-fenced yard. It is in the Home Ownership Choice Program.

Devon Watson is a full-time, experienced contractor, who has purchased homes from the Land Bank before and has successfully completed whole-house renovations. He plans to renovate this home for his son to purchase and use as his primary residence.

Based on the Land Bank's disposition policies, staff recommend sale to Devon Watson, subject to an enforcement mortgage to be discharged once the proposed renovations are completed and the home is sold to an owner-occupant.

212 Evaleen Ave. Purchase Offer	
Applicant	**Devon Watson**
Offer	**$25,000**
Plan	**Renovate to Re-sell to Owner-Occupant**

6) 125 Worden Ave. – Vacant Two-Family Property

Date Acquired: 10/26/2017 Listed: 11/09/2020
Current List Price: $15,000 Days on Market: 22 days
Original List Price: $15,000 Land Bank's Minimum Renovation Est: Buyer Specs

125 Worden Ave. is a two-family home with a two-story, three bedroom unit in the front, and a two-story, two bedroom unit in the rear. Each unit has its own basement and the property has a driveway and detached

garage. Major foundation repair/replacement will be required along the south wall of the front unit. We asked buyers to provide their own scope of renovations since they could choose whether to keep it a two-family or convert to single-family.

Ayad Alazzawi is an experienced real estate investor. He has purchased from the Land Bank before and has successfully completed whole-house renovations. He has provided a detailed renovation plan to keep the current layout of the home to operate as a rental property.

Louis Geswaldo has purchased from the Land Bank before. Louis and his father purchase and rehab homes for rent and do quality work. He is interested in rehabbing 125 Worden for use as a rental property.

Lamont Mitchell is a public employee who plans to occupy the house as his primary residence, qualifying for the public employee discount program. He plans to do some minor repair work and hire contractors to complete the renovation. He will keep it as a two-family to generate some extra income.

Mohammad Azad submitted a purchase offer, which stated that he would keep it a two-family and might keep it as a rental or might flip to owner-occupants. He did not provide an operating budget as required for rentals and his proposed scope of work was not sufficient to comply with codes.

Based on the Land Banks disposition policies, staff recommend sale to Lamont Mitchell, subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring the home remain owner-occupied for five years.

125 Worden Ave. Purchase Offers				
Applicant	Ayad Alazzawi	**Lamont Mitchell**	Louis Geswaldo	Mohammad Azad
Offer	$21,000	**$16,000**	$15,000	$20,000
Plan	Renovate for Rental	**Renovate to Owner-Occupy**	Renovate for Rental	Renovate for Rental or Flip

7) 1108 Butternut St. – Vacant Single-Family Property

Date Acquired: 02/13/2014 Listed: 07/16/2018
Current List Price: $1,000 Days on Market: 868 days
Original List Price: $5,000 Land Bank’s Minimum Renovation Est: $51,384

1108 Butternut Street is a single-family home with no driveway. It has four bedrooms and one bathroom. It will require major renovation. Ayad Alazzawi is an experienced real estate investor. He has purchased from the Land Bank before and has successfully completed whole-house renovations. He plans to renovate this home to operate as a rental.

Based on the Land Bank’s disposition policies, staff recommend sale to Ayad Alazzawi, subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

1108 Butternut St. Purchase Offer	
Applicant	**Ayad Alazzawi**
Offer	**$1,000**
Plan	**Renovate for Rental**

8) 130 McKinley Ave. – Vacant Single-Family Property

Date Acquired: 08/04/2016 Listed: 05/18/2020
Current List Price: $1,000 Days on Market: 197 days
Original List Price: $1,000 Land Bank’s Minimum Renovation Est: $78,378.16

130 McKinley Ave. is a single-family home on the Southside with four bedrooms. It will need major renovations.

John Betsey, his fiancé, Yanika Donai, and her father Christopher Donai are purchasing this home together. Christopher Donai is an experienced contractor who has purchased from the Land Bank before and has successfully completed whole-house renovations. John and Yanika are excited to work with Christopher on the purchase of their first rental property. They plan to renovate the home together.

Based on the Land Bank’s disposition policies, staff recommend sale to John Betsey, Yankia Donai, and Christopher Donai, subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

130 McKinley Ave. Purchase Offer	
Applicant	**John Betsey, Yanika Donai, and Christopher Donai**
Offer	**$1,000**
Plan	**Renovate for Rental**

9) 356 Midland Ave. – Vacant Single-Family Property

Date Acquired: 08/29/2019 Listed: 11/08/2019
Current List Price: $9,900 Days on Market: 388 days
Original List Price: $9,900 Land Bank’s Minimum Renovation Est: $36,577.74

356 Midland Ave. is a single-family home with four bedrooms, one bathroom, a driveway and good sized yard. There is a first-floor bedroom and an open kitchen/dining room. There is also a second staircase in the rear of the house leading into a second floor bedroom. It is in the Home Ownership Choice Program.

Tacaro Freeman and his mother Rabiah Freeman are purchasing this home together. Tacaro is a contractor by trade and now works as a superintendent for an apartment complex. Tacaro plans to have some help from one of his brothers to complete most of the work themselves. Tacaro is a first-time homebuyer and will use this as his primary residence.

Based on the Land Bank’s disposition policies, staff recommend sale to Tacaro and Rabiah Freeman, subject to an enforcement mortgage to be discharged once the proposed renovations are completed and a residency enforcement mortgage requiring the home remain owner-occupied for five years.

356 Midland Ave. Purchase Offer	
Applicant	**Tacaro and Rabiah Freeman**
Offer	**$9,900**
Plan	**Renovate to Owner-Occupy**

10) 147 W. Ostrander Ave and 151 W. Ostrander Ave – Vacant Single-Family Properties

147 W. Ostrander Ave

Date Acquired: 09/06/2017	Listed: 09/23/2019
Current List Price: $5,000	Days on Market: 426 days
Original List Price: $5,000	Land Bank's Minimum Renovation Est: $60,066.65

151 W. Ostrander Ave

Date Acquired: 05/24/2019	Listed: Demo, not listed.
Current List Price: $1,000	Days on Market: Never listed on market
Original List Price: $1,000	Land Bank's Minimum Renovation Est: Buyer drafted specs

147 W. Ostrander Ave is a three-bedroom home with one full bathroom, a driveway, and some nice interior architectural interior detail remaining. 151 W. Ostrander is a large, four-bedroom, one-bath home in need of significant rehab. It is next door to 147 W. Ostrander.

Stephen Oduro is a regular buyer of Land Bank properties and does good quality work. He has purchased and rehabbed Land Bank homes on Conan Ave and Ostrander and Wiman Ave, and is currently working on homes on Wente Terrace, W. Lafayette Ave and Ostrander Ave. Stephen wishes to buy 147 W. Ostrander and 151 W. Ostrander together and has agreed to rehab and sell both to owner-occupants. He is seeing significant success in selling his rehabbed homes to owner-occupants on the private real estate market and just sold a home on W. Ostrander for $94,000.

Based on the Land Bank's disposition policies, staff recommend sale to Stephen Oduro, subject to an enforcement mortgage to be discharged once the proposed renovations are completed and the homes are sold to owner-occupants.

147 W. Ostrander and 151 W. Ostrander Purchase Offer	
Applicant	**Stephen Oduro**
Offer	**$6,000**
Plan	**Renovate to resell to Owner-Occupants**

11) 119 Richardson Ave. – Vacant Single-Family Property

Date Acquired: 09/25/2015	Listed: 06/13/2019
Current List Price: $3,500	Days on Market: 535 days
Original List Price: $9,900	Land Bank's Minimum Renovation Est: $58,490.85

119 Richardson Ave. is a spacious single-family, four-bedroom, two-bath home located in the Brighton neighborhood. The property has a driveway, nice size backyard, and is close to schools and public transportation.

Anastasia Knight is a native of Syracuse who currently resides in Charlotte, NC where she owns and manages multiple properties. She holds a Certificate in Project Management and Business Analysis and has over 15 years of hands-on property management and renovation experience. Anastasia maintains significant community and familial contacts here in Syracuse and looks forward to providing clean, updated and affordable accommodations for Syracuse residents.

Based on the Land Bank’s disposition policies, staff recommend sale to Anastasia Knight subject to an enforcement mortgage to be discharged once the proposed renovations are completed.

119 Richardson Ave. Purchase Offer	
Applicant	**Anastasia Knight**
Offer	**$3,500**
Plan	**Renovate for Rental**

12) 123 Elmwood Ave – Buildable Vacant Lot

Date Acquired: 09/24/2015
Dimensions: 73’ x 125’

The Land Bank demolished a dilapidated single-family house at 123 Elmwood Ave in November 2017 using Attorney General funds. Nancy Plaza owns the property at 121 Elmwood Ave and her daughter lives in it. She plans on fencing in the property to expand her yard to beautify it with landscaping. The adjacent owner at 129 Elmwood Ave is in default on a Land Bank enforcement mortgage and therefore ineligible to purchase the lot, so Nancy is the only logical buyer (it is so steeply sloped that it isn’t a logical place for infill construction).

Based on the Land Bank’s disposition policies, staff recommend the sale of 123 Elmwood Ave to Nancy Plaza, contingent upon her combining the lot with her adjacent property.

123 Elmwood Ave Purchase Offer	
Applicant	**Nancy Plaza**
Offer	**$976**

13) 2016 Lodi St – Non-Buildable Vacant Lot

Date Acquired: 04/23/2014
Dimensions: 33’ x 99’

The Land Bank acquired this vacant lot in April 2014. Saad Khamis recently purchased the home at 2014 Lodi Street and wants to purchase the lot to use for additional yard space. Both adjacent owners were asked if they were interested in the property, but only Mr. Saad responded. Based on the Land Bank’s disposition policies, staff recommends the sale of 2016 Lodi St to Saad Khamis, contingent upon him combining the lot with his adjacent property.

2016 Lodi St. Purchase Offer	
Applicant	**Saad Khamis**
Offer	**$151**

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened via video conference on December 15, 2020 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:
Patrick Hogan, Chair
El-Java Abdul-Qadir, Vice Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Nancy Quigg

EXCUSED:

FOLLOWING PERSONS WERE ALSO PRESENT:

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

The following resolution was offered by _____________, seconded by ____________, to wit:

Resolution No.: 39 of 2020

RESOLUTION AUTHORIZING THE NONCOMPETIVE SALE OF REAL PROPERTIES

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

WHEREAS, New York Not-for-Profit Corporation Law Section 1609(f) permits the board of directors to delegate to officers and employees the authority to enter into and execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the land bank; and

WHEREAS, Section 4(e) of the GSPDC's Disposition of Real and Personal Property Policy (the "Property Disposition Policy") sets forth the following methods by which the GSDPC is permitted to dispose of its real property: negotiated sale, request for proposals, auction, and noncompetitive sale; and

WHEREAS, Section 4(e)(iv) of the Property Disposition Policy authorizes the GSPDC to sell property to a buyer without first undertaking other methods of disposition when it determines that a benefit to the community will be had by authorizing such sale without competitive procedures for reasons consistent with the GSPDC's mission and purpose and upon a demonstration that the buyer is uniquely qualified to own, develop or otherwise return the property to productive use; 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 County of Onondaga, State of New York and more particularly identified on the Property Sale Information Sheet attached hereto as Schedule A (the "Properties"); and

WHEREAS, the individuals or entities identified on the Property Sale Information Sheet as the buyers (the "Buyers") submitted an offer to purchase the Properties for the prices set forth therein; and

WHEREAS, the Board of Directors has determined that a benefit to the community will be had by selling the Properties to the Buyers without competitive procedures for the reasons identified in the Property Sale Information Sheet which are consistent with the GSPDC's mission and purpose; and

WHEREAS, the Board of Directors has also determined that the Buyers are uniquely qualified to return the Properties to productive use for the reasons identified in the Property Sale Information Sheet; and

WHEREAS, the Buyers are qualified buyers pursuant to Section 5 of the Property Disposition Policy; and

WHEREAS, pursuant to Section 4(e)(iv) of the Property Disposition Policy, the GSDPC is therefore permitted to sell the Properties to the Buyers without first undertaking other methods of disposition and without competitive procedures; and

WHEREAS, the GSPDC desires to sell the Properties to the Buyers identified on the Property Sale Information Sheet at the prices set forth therein; and

WHEREAS, if noted on the Property Sale Information Sheet, the GSPDC shall require the Buyers to execute and deliver a Development Enforcement Mortgage to ensure that the Buyers fulfill their 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 the Properties to the Buyers identified on the Property Sale Information Sheet and authorize the Executive Director to enter into Contracts to Purchase with the GSPDC as Seller and the Buyers as buyer with respect to the Properties. The Contracts to Purchase shall be agreeable in form and content to the Executive Director and GSPDC counsel.

Section 3. The Chairman, Vice Chairman, Secretary and Treasurer are each hereby authorized 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. The Executive Director and the Director of Operations of the GSPDC are each also hereby authorized and directed for and in the name and on behalf of the GSPDC to execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the GSPDC.

Section 4. All other officers, employees and agents of the GSPDC are hereby authorized 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:

Patrick Hogan	VOTING	___
Mike LaFlair	VOTING	___
El Java Abdul Qadir	VOTING	___
Jonathan Link Logan	VOTING	___
Nancy Quigg	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 December 15, 2020 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 19th day of January, 2021.

____

Jonathan Link Logan, Secretary

SCHEDULE A

PROPERTY SALE INFORMATION SHEET

Property Address and Tax Parcel Number:
1407 Park St
007.-12-08.0

Buyers' Names:
Shpend Behrami

Purchase Price:
$1,000

Benefit to the Community Resulting from the Sale:
This sale will:

- Save the Land Bank the cost of a demolition
- Return this property to taxable status
- Create an opportunity for an owner-occupant buyer to later buy this home move-in ready

Buyer's Unique Qualifications for Returning the Property to Productive Use:
Mr. Behrami has purchased from us before and done good quality work. He's presented a budget and proof of financing showing that he is capable of bringing this property up to code. It wasn't listed for sale since we categorized it as a demolition candidate.

Property Address and Tax Parcel Number:
100 Randall Ave
078.-02-08.0

Buyers' Names:
Wayne Sistrunk

Purchase Price:
$12,403.19

Benefit to the Community Resulting from the Sale:
This sale will:

- Save the Land Bank the cost of a clean-out and the time it would take to market this property for sale
- Return this property to taxable status
- Give Mr. Sistrunk clear title to the property even though they were unable to do so by settling his late mother's estate

Buyer's Unique Qualifications for Returning the Property to Productive Use:
The Land Bank acquired this property on 11/10/20. It is in relatively good condition, needing only minor repairs, and was very recently occupied. We soon heard from a relative of the former owner.

From Mr. Sistrunk:
"I am asking the land bank to sell me the property formally owned by my late mother Cora Pace since 1988. My mother a divorced single mother purchase this home on a nurses aide salary while raising my three younger siblings and multiple extended family relatives. After a long abusive marriage, this meant more than just owning a house this is a new home and represented her independence. And became a where she could educate us shape us and give us values to become the man of honor.

My mother passed in 2011 and I paid off her mortgage balance of approximately $23,000 and allowed my brother to continue to live in the property he over the last few years developed congestive heart failure, and through his health battles the responsibilities of the property were neglected. It has been my intention to catch up on the maintenance and take over the management of the property. The loss of my son in 2014 really set me back there was recently a conviction in the federal court system for his murder which came as a relief and I am able to focus full ahead. That said I pray that you would Grant me the opportunity to purchase the property for the amount of the past due taxes so that I might keep this valued part of our family legacy in our family."

I am proposing that we sell this property noncompetitively to Mr. Sistrunk for an amount equal to the amount of taxes owed at the time of foreclosure, enabling him to keep this home in his family.

JUBILEE HOMES
OF SYRACUSE, INC.

Jubilee Homes of Syracuse, Inc.
119 South Ave, Syracuse, NY 13204
Office: 315-428-0070 Fax: 315-428-0070
Email: info@jubilee-homes.org Website: www.jubilee-homes.org
"More than just a builder of affordable homes…, since 1987"

Katelyn Wright
Executive Director
Greater Syracuse Land Bank
431 E. Fayette Street, Suite 375
Syracuse, NY 13202

Dear Katelyn Wright,

I am replying to your email request for additional information.

The Greater Syracuse Land Bank provided Jubilee Homes of Syracuse, Inc. a list of 71 properties. 66 of the properties are buildable residential lots and 1 is a buildable commercial lot. 25 of the buildable residential properties are candidates for demolition. The remaining 41 buildable residential properties are new construction and rehab candidates.

Jubilee Homes' strategy is to take the list of 71 homes and divide them in three phases. Jubilee Homes intention is to immediately begin demolition of the 32 demolition candidate properties (identified on the Jubilee Phase 1 Construction Site excel sheet [Most Desirable tab], and begin predevelopment services in order to determine the status of each property (rehab, full-gut rehab, or demolition), and to determine the most viable model combination (single-family, two-family units).

The commercial lot will be redeveloped into the Southwest Economic Business Resource Center (SWEBRC). SWEBRC is a "one-stop-shop" facility that provides education, training, technical assistance and advocacy services to individuals and small businesses through one-on-one and group sessions. SWEBRC will also serve as an outlet for contracting opportunities for private and public entities, as well as an information dissemination hub.

SWEBRC has the full support and endorsement of local and state politicians. The agency and its Executive Director Walter Dixie have received accolades from grassroots organizations, local clergy and other associations for the installation of 90+ new homes in a previously blighted neighborhood and the development of Price Rite Supermarket on South Avenue.

Jubilee Homes will use and/or apply for funding sources from M&T Bank, ALLYN Foundation (predevelopment funding), NY Attorney General office, New York State Homes and Community Renewal (HCR)- Affordable Home Ownership Development Program, City of Syracuse Neighborhood and Business Development (HOME and CDBG). Jubilee Homes will work Patrick A. Lespinasse of Brown & Weinraub, PLLC and Carl Andrews of Carl Andrews & Associates to identify other subsidy sources from the state of New York.

ALLYN Foundation will be providing Jubilee Homes predevelopment funding will be working with an architecture firm (working with Home Headquarters to identify an architect) to develop an analysis and model for the development project. Depending on the model, homes built as part of the Jubilee Homes Affordable Home Project will have an average unsubsidized sales price of $217,000 to $227,000 and a subsidized sales price of $80,000 to $110,000. Homes will range from 1,100 to 1,800 square feet. Numbers of bedrooms and bathrooms vary by design, but all designs will have at least two bedrooms and 1.5 bathrooms.

Jubilee Homes of Syracuse, Inc.
119 South Ave, Syracuse, NY 13204
Office: 315-428-0070 Fax: 315-428-0070
Email: info@jubilee-homes.org Website: www.jubilee-homes.org
"More than just a builder of affordable homes..., since 1987"

We, with our funding partners, intend to leverage capital investments by the New York Attorney General's Building Initiative, which has a primary focus on the development of affordable housing. Collectively we will use this model to fund the TBD project costs. We will use public-private partnerships to the benefit of the citizens of Syracuse.

To date, Jubilee Homes of Syracuse, Inc. has identified and secured a general contractor, BOWA Construction and demolition contactor CNI Demo King.

This project will be an opportunity for new homeownership and will demonstrate our combined capabilities to improve the City of Syracuse, one neighborhood Assistance Corporation of America (NACA) to provide owner-occupant opportunities.

Jubilee Homes of Syracuse, Inc.'s requesting a MOU to hold the identified properties while we work to identify the subsidies needed to break ground on our development projects. We are anticipating construction to begin in 2021-2022.

Please let us know if any additional information is required.

Sincerely,

Walter Dixie
Executive Director
Jubilee Homes of Syracuse, Inc.

Southwest Neighborhood					
Addresses	**Next_Steps**	**Owner**	**Site Desirability**	**Rank**	**NumberSite**
Dearborn Pl 110	Demolish 110 Dearborn Pl	Land Bank	1 - Site Control - No Floodplain	1	1
Lincoln Ave 122		Land Bank	1 - Site Control - No Floodplain	1	1
Lincoln Ave 126-28	Demolish 126-28 Lincoln Ave	Land Bank	1 - Site Control - No Floodplain	1	1
Lincoln Ave 144-46		Land Bank	1 - Site Control - No Floodplain	1	1
Martin Luther King W 431 & 1/2 of 437-39	resubdivide	Land Bank	1 - Site Control - No Floodplain	1	1
Martin Luther King W 441-43 & 1/2 of 437-39	resubdivide	Land Bank	1 - Site Control - No Floodplain	1	1
Onondaga Ave 301	Demolish 301Onondaga Ave	Land Bank	1 - Site Control - No Floodplain	1	1
Onondaga St W 621		Land Bank	1 - Site Control - No Floodplain	1	1
Onondaga St W 663	Acquire City-Owned property from City of Syr	City of Syracuse TD	1C - City Owned - Not in Floodplain	1B	1
Rich St 522-24		Land Bank	1 - Site Control - No Floodplain	1	1
South Ave 821		Land Bank	1 - Site Control - No Floodplain	1	1
South Ave 846-48 and 844 South Ave	Resubdivision	Land Bank	1 - Site Control - No Floodplain	1	2
Tallman St 613-19	Resubdivision	Land Bank	1 - Site Control - No Floodplain	1	2
White St 1/2 of 112 and 110	Complete Resubdivision	Land Bank	1 - Site Control - No Floodplain	1	1
White St 118 and 1/2 of 120	Resubdivision	Land Bank	1 - Site Control - No Floodplain	1	1
White St 122 and 1/2 of 120 White St	Acquire City-Owned property from City of Syr - Subdivide	Land Bank + City	1D - LB + City - not in floodplain	1D	1
			TOTAL NUMBER OF SITES IN SOUTHWEST		18

Near Westside					
Addresses	**Next_Steps**	**Owner**	**Site Desirability**	**Rank**	**NumberSite**
Delaware St 226	Acquire TD vacant land from City of Syr		1C - City Owned - Not in Floodplain	1C	1
Delaware St 538		Land Bank	1 - Site Control - No Floodplain	1C	1
Delaware St 576		Land Bank	1 - Site Control - No Floodplain	1	1
Fitch 141 and 139	Demolish 141 Fitch Street		1 - Site Control - No Floodplain	1	1
Fitch St 106 and 108	Demolish 108 Fitch St	Land Bank	1 - Site Control - No Floodplain	1	1
Fitch St 136-38 and 140	Demolish 136 and 140 Fitch St	Land Bank	1 - Site Control - No Floodplain	1	2
Fitch St 143 and 145	Acquire from City of Syracuse	City of Syracuse TD	1C - City Owned - Not in Floodplain	1C	1
Fitch St 203	Possibly resub with 205 Fitch and create 2 45' lots	Land Bank	1 - Site Control - No Floodplain	1	1
FItch St 211 and 213	resubdivide		1 - Site Control - No Floodplain	1	1
Fitch St 219	Demo 219 Fitch St	Landbank	1 - Site Control - No Floodplain	1	1
Fitch St 245, 247, 249	Combine 245; 247; 249 into two buildable lots (45')	Land Bank	1 - Site Control - No Floodplain	1	2
Fitch Street 146, 144	Acquire from City of Syracuse 146	LB + City of Syr	1D - LB + City - not in floodplain	1D	1
			TOTAL NUM SITES NEAR WESTSIDE (FITCH & DELAWARE)		14

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened via video conference on December 15, 2020 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:
Patrick Hogan, Chair
El-Java Abdul-Qadir, Vice Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Nancy Quigg

EXCUSED:

FOLLOWING PERSONS WERE ALSO PRESENT:

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

The following resolution was offered by _____________, seconded by ____________, to wit:

Resolution No.: 40 of 2020

RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN 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 GSPDC desires to acquire from the City of Syracuse title to certain parcels of real property identified on the Properties List attached hereto as Schedule A subject to the limitations set forth herein.

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, either in its own name or in the name of a lawfully formed subsidiary, as determined appropriate by the Executive Director and Legal Counsel, from the City of Syracuse, title to the parcels of real property identified on the Properties List attached hereto as Schedule A (individually a "Property" and collectively the "Properties"), subject to the following limitations:

GSPDC shall be under no obligation to acquire any Property which the GSPDC reasonably determines to:

a. have defects in title; or

b. constitute a danger or public hazard; or

c. contain hazardous substances or present other environmental concerns; or

d. be fiscally imprudent for the GSPDC to accept including, by way of example and not limitation, Property which contains improvements in need of demolition; or

e. that the GSPDC deems inappropriate for acquisition.

Section 4. 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:

Patrick Hogan	VOTING	___
Mike LaFlair	VOTING	___
El Java Abdul Qadir	VOTING	___
Jonathan Link Logan	VOTING	___
Nancy Quigg	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 December 15, 2020 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 19th day of January, 2021.

____
Jonathan Link Logan, Secretary

SCHEDULE A

PNUMBR	FullAddress	LandUse
1067006000	663 ONONDAGA ST W	Vacant Land
1096002400	122 WHITE ST	Vacant Land
1022002400	226 DELAWARE ST & KELLOGG ST	Vacant Land
1128001200	143 FITCH ST	Vacant Land
1128001300	145 FITCH ST	Vacant Land
1028002100	146 FITCH ST	Vacant Land
1472002300	254 PRIMROSE AVE	Single-Family
0979103500	331 S SALINA ST	Vacant Land
0979103500	212 MERRIMAN AVE	Two-Family

BUILDING LEASE

BETWEEN

CNY PHILANTHROPY CENTER, LLC

AS LANDLORD

AND

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

AS TENANT

DATED: 3/16/2015

{M0347218.2 }

TABLE OF CONTENTS

LEASE

THIS LEASE AGREEMENT, called the "Lease", made as of the 16th day of March, 2015, by and between **CNY PHILANTHROPY CENTER, LLC**, a New York limited liability company, with its office at 431 East Fayette Street, Syracuse, New York 13202 ("Landlord"), and **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 ("Tenant").

1. **PREMISES**:

(a) Landlord is the owner of a building located at 431 East Fayette Street, Syracuse New York (the "Building"), on land ("Land") owned by Landlord in the City of Syracuse, Onondaga County, State of New York (collectively the Building and Land are called the "Property").

(b) In consideration of the rent reserved and of the covenants contained in this Lease, Landlord hereby leases to the Tenant, and Tenant hereby leases from Landlord, 1,795 square feet of space situated on the third floor of the Building (which shall be subject to verification by Tenant), the space being referred to in this Lease as the "premises" together with a nonexclusive easement (i) for the passage and parking of vehicles over and across the parking and driveway areas of the Property owned by the Landlord, and maintained for such use and (ii) for the passage and accommodation of pedestrians over and across the parking, driveways, sidewalk, public corridors, walkways, service ways, fire and exit corridors, entrances to the Building, elevators, escalators, stairs and ramps, designated restrooms serving tenants of the Building.

The premises are outlined in red on the floor plan attached to this Lease as Exhibit A and made a part of this Lease. Landlord reserves the right, at inconspicuous locations, above the ceiling or in the walls or beneath the floors to erect, use, maintain and repair pipes, conduits, cables, plumbing, vents and wires in, to and through the premises as and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the Building, and the right at all times to transmit water, heat, air conditioning and electric current through such pipes, conduits, cables, plumbing, vents and wires, provided that Landlord, in the exercise of these rights, shall interfere as little as reasonably possible with Tenant and with Tenant's use and occupancy of the premises. Landlord expressly reserves the right to name the Building or to change the name of the Building without notice to Tenant.

(c) Landlord shall proceed at its sole cost and with due diligence to complete the finishing of the premises for the use and occupancy of the Tenant. Landlord shall finish the premises by performing the construction and other work referred to in Exhibit B - Landlord's Work Letter attached to this Lease and made a part of it and which work letter shall be subject to the approval of Tenant ("Landlord's Work"). Landlord shall not be obligated to make any structural or other alterations or any additions, improvements or decorations in or to the premises except to the extent required by Exhibit B and except as otherwise provided in this Lease and as may be necessary due to the faulty workmanship, carelessness, conduct or negligence of Landlord, or its employees contractors or agents.

(d) There shall be no change in the plans and specifications without prior written approval of the Landlord and Tenant or their duly appointed agents. Any added costs of construction and material resulting from changes requested by the Tenant shall be in writing and at the Tenant's expense, or if requested by the Landlord, shall be in writing at the Landlord's expense. The Landlord or its agent shall obtain the certificate of occupancy, if necessary, at its own cost and expense. Any governmental approvals and permits necessary, specifically excluding approvals or permits required exclusively for Tenant's business, shall be obtained by Landlord, at its cost and expense. During the period prior to the Lease Commencement Date, Tenant and its authorized representatives, on prior notice to Landlord's representative, shall have access to the premises, at reasonable times, for the purpose of inspecting the Landlord's Work to determine if the Landlord's Work is completed in accordance with this Lease.

(e) Tenant shall have the non-exclusive right to use in common with Landlord and other tenants of the Building all common areas and parking areas, and Landlord shall not make any material alterations or modifications to any of the common areas of the Building or to the parking areas which materially adversely affect Tenant's rights under this lease or its use and occupancy of the premises.

2. **TERM**:

(a) The term of this Lease shall be for a period of three years, beginning on the Lease Commencement Date (defined below) and ending at midnight, on March 31, 2018.

(b) The Lease Commencement Date shall be April 15, 2015, except if the Landlord's Work referred to in Exhibit B has not been completed on the date of execution of this Lease, the Lease Commencement Date shall be the earlier of (a) the 30th day after the date on which Landlord gives notice to Tenant that the premises are available for occupancy by Tenant and its agents and employees, or (b) the date on which Tenant assumes possession and occupancy of the premises. For this purpose, the premises shall be deemed to be available for occupancy by Tenant when the Landlord certifies to Tenant that the Landlord's Work has been substantially completed, a certificate of occupancy has been issued for the premises and the premises are ready for Tenant's use and occupancy. Within 30 days after the Lease Commencement Date, Landlord and Tenant shall execute a written instrument setting forth the precise dates of commencement and expiration of the term of this Lease. Notwithstanding the foregoing, Landlord shall, without charge, permit Tenant access to the premises 15 days prior to the anticipated Commencement Date for Tenant's activities related to the preparation of the premises for Tenant's occupancy and provided Tenant does not unreasonably interfere with Landlord's contractor in its preparation of the premises for Tenant's occupancy.

(c) No failure to give possession of the premises on April 15, 2015, shall affect the validity of this Lease or the obligations of the Tenant hereunder; provided, however, that no rent shall be due and/or accrue against the Tenant until Tenant occupies the premises or until the 30th day after the date on which Landlord gives notice to Tenant that the premises are available for occupancy by Tenant and its agents and employees. Notwithstanding the foregoing, in the event Landlord fails to deliver possession of the premises to the Tenant on or before April 15, 2015, with all of Landlord's Work substantially complete, with a certificate of occupancy having been issued for the premises, and in compliance with all laws, ordinances, rules and regulations of all federal, state and municipal, governmental and public authorities and insurance rating bureaus having jurisdiction thereof, Tenant may elect to terminate the Lease on 30 days' notice to Landlord.

(d) If Landlord is unable to deliver possession of the premises to Tenant by reason of the holding over or retention of possession by any tenant or occupant, the Lease Commencement Date shall be extended for such period of the time as may be reasonably necessary to enable Landlord to evict the tenant or occupant and to deliver possession of the premises to Tenant. This provision shall not be interpreted to alter or impair Tenant's right to terminate this Lease under subsection 2(c) above.

(e) Tenant shall have the right, at its option, to extend the term for two (2) periods of three (3) years each upon the same terms and conditions applicable during the initial period (except rent) unless specifically indicated otherwise. Tenant's option to extend the term shall be conditioned upon (i) this Lease being in full force and effect as of the date of exercise of the applicable option to extend the term, (ii) Tenant shall not, on the date of exercise of each applicable option to extend the term, be in default in the payment of Basic Rent or additional rent after receipt of notice and expiration of any applicable cure period, and (iii) Tenant may not extend the term for the extension period unless it shall have timely and validly exercised its option to extend the term. Tenant's option to extend the term shall be exercised by giving Landlord written notice thereof not less than six (6) months prior to the expiration of the original term or the then current extended term, as the case may be. The exercise of one renewal period shall not imply the exercise of subsequent options, nor waive the right to exercise subsequent options as each accrues. If this Lease is canceled or terminated prior to the expiration of the initial term or any renewal period, then the end of the term shall be on the date this Lease is so canceled or terminated.

3. **RENT**:

(a) Tenant covenants and agrees to pay during the term of this Lease a basic annual rent of $24,124.80 per year, subject to adjustment as hereinafter provided in 3(c) below, without demand, in equal monthly installments of $2,010.40 in advance, on the first of each calendar month (the "Basic Rent"). In the event Tenant shall fail to pay the monthly installment of Basic Rent and any additional rent due under the provisions of this Lease within ten (10) days after receipt of notice that the same is due the Tenant shall be obligated to pay to Landlord, as additional rent, a sum equal to four per cent (4%) of the delinquent monthly installment.

(b) If the Lease Commencement Dates falls on a date other than the first day of a month, rent from such date until the first day of the next succeeding month shall be prorated on the basis of the actual number of days in such month, and shall be paid within 10 days of receipt of an invoice therefore.

(c) Basic Rent during the initial term and during any extension of the initial term (except for the first year of the initial term and the first year of each extension) shall increase annually by 2%. See Schedule A annexed hereto and made a part hereof for the schedule of annual monthly rental payments factoring the 2% annual increase of Basic Rent for the initial term and the three year extension (if exercised).

(d) Except as provided in paragraphs 15 and 16, Basic Rent and any additional rent shall be paid without deduction, set-off or counterclaim to Landlord at its office at 431 East Fayette Street, Syracuse, New York 13202, or to such other place as may be designated by Landlord by notice to Tenant.

4. **OPERATING COSTS**:

Operating expenses are included in the Basic Rent.

5. **REAL ESTATE TAXES:**

Real estate taxes are included in the Basic Rent except Tenant shall be responsible for the payment of any real estate taxes due and owing on the Property which are attributable to Tenant's status as an instrumentality of government being revoked by the Internal Revenue Service.

6. **SERVICE, UTILITIES AND FACILITIES**.

(a) Landlord covenants and agrees that it will furnish, on a rent inclusion basis, the following services and utilities:

(i) heat and air conditioning to maintain the premises at a reasonably comfortable temperature throughout the premises at all times;

(ii) electricity for lighting purposes and operation of ordinary office appliances, excluding, however, computers and other equipment requiring heavier than normal office use of electricity.

(iii) automatically operated elevator service 24 hours daily.

(iv) janitorial and cleaning services Monday through Friday of each week for common area only including snow and ice removal from parking areas and all common areas. Landlord shall not be liable for any damage or inconvenience caused by the cessation or interruption of heating, air conditioning, electricity, elevator, janitorial or cleaning services which is caused by fire, accident, labor difficulties, necessary maintenance, alteration, or repairs, or other reasons beyond Landlord's control; provided, however, that if the premises are unsuitable for Tenant's use and occupancy for professional office space, in whole or in part, then after five days, the rent and additional rent shall abate to an extent corresponding with the time within which and the extent to which the premises are unsuitable for Tenant's use and occupancy for professional office space and, after 120 days Tenant may terminate this Lease upon ten days notice to Landlord.

(v) parking spaces as available in the parking lot located on the Property except for any parking spaces marked as reserved (All of Tenant's employees shall not park on the Property);

(vi) hot and cold water as needed by the Tenant;

(vii) window washing at least twice each calendar year;

(viii) fire alarm and emergency lighting services throughout the Building;

(ix) landscaping; and

(x) a bathroom facility within the premises which will not include toilet supplies; and

(xi) bathroom facilities in the common areas which will include toilet supplies.

(b) The Tenant shall be responsible for separation of all trash and recyclable items in accordance with the appropriate statutes, laws, and regulations of the state and local governments including the Onondaga County Resource Recovery Agency. The Tenant agrees to indemnify and hold the Landlord harmless for any fine imposed upon the Landlord occasioned by the Tenant's failure to comply with such statutes, laws and regulations. The Tenant shall be responsible for providing its own containers within its leased space for the separation of such items.

7. **UPKEEP OF PREMISES**.

Except as otherwise provided in Paragraph 15 and 16 below, Landlord, at Landlord's expense shall make all structural and non-structural repairs and replacements to the Building, to the common areas and common facilities (including, without limitation, sanitary, electrical, heating, air conditioning, or other systems serving and within the premises), to the roof, exterior walls, structural floor slabs, columns, elevators, public stairways and corridors, public lavatories, Building equipment and the windows to the premises, and shall keep and maintain the same in good working condition and repair in accordance with all laws, ordinances, rules and regulations of all federal, state and local governments, boards, departments public authorities and insurance rating bureaus having jurisdiction thereof, other than repair or damage caused by Tenant's negligence or willful conduct. Landlord at its expense shall promptly make all necessary structural repairs and replacements within the premises and shall make all repairs and replacements, structural and ordinary, if any of the same are due to defective equipment when installed and/or is necessitated by the default, negligence, fault, carelessness, omission or improper conduct of Landlord or its employees, agents and contractors.

Tenant shall keep the premises neat and clean (including periodic rug and cleaning of blinds and drapes) and in the same repair, order and condition as they are in on the Lease Commencement Date during the term of this Lease, reasonable use and wearing thereof and damage by fire or by unavoidable casualty excepted. Except where due to the fault or negligence of Landlord, its employees, agents or contractors, Landlord may elect, on 10 days notice to Tenant, at the expense of Tenant, to make any repairs or to repair any damage or injury to the Building or the premises caused by moving Tenant's property in or out of the Building, or by installation or removal of Tenant's furniture or other Tenant property. Notwithstanding the foregoing, Tenant shall not be required to make, and Landlord shall be responsible for, any repairs or replacements resulting from any carelessness, omission, neglect or improper conduct of Landlord, its agents, employees or contractors. Landlord warrants that on the Commencement Date the Building and the premises shall, and throughout the term of this Lease the Building shall, comply with all applicable laws, rules, regulations and orders of all federal, state and municipal governments, boards or departments or any insurance rating bureaus having jurisdiction thereof.

8. **USE OF PREMISES**.

Tenant covenants to use and occupy the premises only for professional offices for carrying on the business of a land bank in accordance with Article 16 of the New York not-for-profit corporation law, and for no other purpose. In addition, Tenant covenants and agrees as follows:

(a) not to suffer or permit any trade or occupation to be carried on or use to be made of the premises which shall be unlawful, noisy, offensive, or injurious to any person or property, including the Landlord or any other tenant, or which shall increase the danger of fire or affect or make void or voidable any insurance on the Building, or which may cause any increased or extra premium to be payable for such insurance, or which shall be contrary to any law, ordinance, rule or regulation from time to time established by any public authority; provided that nothing herein shall require Tenant to make any structural repairs or replacements.

(b) not to move any furniture or equipment into or out of the premises except at times which the Landlord may from time to time reasonably designate;

(c) except for a sign or lettering on the door of the premises, as approved by Landlord, not to place upon the interior or exterior of the Building, or any window or, any placard, sign or lettering;

(d) to park permitted vehicle(s) only in the parking areas from time to time designated by Landlord;

(e) not to install or operate in the premises any electrical equipment or machinery, other than equipment reasonably necessary for Tenant's business without first obtaining the written consent of Landlord, who may condition consent upon the payment by Tenant of additional rent to compensate Landlord for excessive consumption of electricity and for the cost of additional wiring which may be required for the operation of such equipment and machinery;

(f) not to install any other equipment of any kind or nature which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air conditioning system or electrical system of the premises or the Building, without obtaining the prior written consent of Landlord.

(g) not to permit smoking on or in the premises or the Building, unless Landlord has designated an area in the Building as "smoking permitted".

(h) to provide Landlord with written notice within 10 days of the revocation of Tenant's status as an instrumentality of government by the Internal Revenue Service.

9. **RULES AND REGULATIONS**.

Tenant shall have access to the Building and the premises 24 hours daily. Subject to the preceding sentence, Tenant and its agents and employees shall comply with and observe all reasonable and uniformly applied rules and regulations not inconsistent with the Lease concerning the use, management, operation, safety and good order of the premises and the Building which may from time to time be promulgated by Landlord unless such rules and regulations materially, adversely affect Tenant's use and occupancy of the premises and are not reasonably necessary for the operation of the Building. Initial rules and regulations, which shall be effective until amended by Landlord, are attached to this Lease as Exhibit C and made a part of it. Tenant shall be deemed to have received notice of any amendment to the rules and regulations when a copy of the amendment has been personally delivered to Tenant at the premises or having been received by Tenant after mailing to Tenant in the manner prescribed for the giving of notices. Except as otherwise provided in the Lease, Landlord shall not be responsible to Tenant for any violation of the rules and regulations, or the covenants or agreements contained in any lease, by any other tenant of the Building or its agents or employees.

10. **ALTERATIONS**.

Tenant will not make or permit anyone to make alterations, additions or improvements, structural or otherwise, in or to the premises or the Building, without obtaining the prior written consent of Landlord. Notwithstanding the foregoing, without Landlord's consent, Tenant may equip, decorate and furnish the premises and may make non-structural improvements, repairs or replacements to the premises which do not alter the character of the premises or interfere with any of the Building systems within or outside the premises.

11. **SIGNS**.

Landlord shall furnish a directory in the lobby and in other parts of the Building as Landlord deems appropriate to list the name of Tenant and its location in the Building. Tenant will provide a suitable nameplate or sign reasonably satisfactory to Landlord to identify Tenant to be affixed on the exterior side of the door to Tenant's premises.

12. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign or transfer this Lease, by operation of law or otherwise, sublet the premises, in whole or in part, or rent desk space in the premises, without the prior written consent of Landlord. An assignment or subletting made by Tenant which is consented to by Landlord shall not release, discharge or otherwise affect the liability of Tenant under this Lease for the payment of the rent and performance of the terms of this Lease, nor shall the assignment or subletting relieve Tenant from the requirement of obtaining prior written consent of Landlord to any further assignment or subletting. If an event of default occurs, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each subtenant to pay rent directly to Landlord.

13. LANDLORD'S RIGHT OF ACCESS.

(a) Tenant shall permit Landlord, or its authorized representative, to enter the premises during Tenant's normal business hours after reasonable notice (or at any time for the purpose of making emergency repairs) for the purposes of (i) inspection, (ii) making repairs to the premises or the Building, and (iii) repairing, replacing, altering or changing existing connections from any fixture, pipes, wires or ducts in the premises, or making new connections, and any work hereunder (except emergency repairs) shall be done in a manner, and if during Tenant's normal business hours, at such times so as not to unreasonably interfere with Tenant's use and occupancy of the premises.

(b) If Tenant has not elected to renew this Lease, Landlord during the last six months of the term at reasonable times during normal business hours after first notifying Tenant may show the premises to prospective tenants for lease. If Tenant shall vacate the premises during the last month of the term of this Lease, Landlord shall have the right thereafter to enter the premises and to commence preparations for the succeeding tenant or for any other purpose whatever, without affecting Tenant's obligation to pay rent for the full term of this Lease.

14. SURRENDER OF POSSESSION.

Tenant covenants, at the expiration or other termination of the Lease, to remove its property and effects from the premises and to surrender the premises and all keys, locks and other fixtures connected therewith to Landlord, in good repair, order and condition, ordinary wear and tear and damage by fire or other casualty excepted.

15. DAMAGE TO PREMISES BY FIRE.

If the premises, the Building or common areas are damaged by fire or other casualty, Landlord shall diligently and as soon as practicable after the damage occurs (taking into account the time necessary to effectuate a satisfactory settlement with Landlord's insurance company) repair the damage at its own expense, and until the repairs have been completed the Basic Rent shall be abated in proportion to the part of the premises which is rendered unusable. However, if the Building is damaged by fire or other casualty to such an extent that the damage cannot be fully repaired within 120 days from the date the damage occurs, or if the premises or the common areas cannot be fully repaired within 120 days from the date of the damage, then (i) in the event of damage to the Building or common areas, either party shall have the right to terminate this Lease by giving notice of termination to the other party within 60 days from the date the damage occurs, and (ii) Tenant shall have the right to terminate this Lease by giving notice of termination to Landlord within 30 days in the event of damage to the premises, and the rent and additional rent shall be adjusted as of such date of termination.

16. **CONDEMNATION**.

This Lease shall be terminated and the Basic Rent shall be abated and adjusted to the date of termination in either of the two following events: (1) the forcible leasing or condemnation of the premises or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (2) the condemnation by competent authority under right of eminent domain for any public or quasi-public use or purpose of 25% or more of the Building or the parking areas. The forcible leasing by any competent authority of any portion of the Building other than the premises shall have no affect whatever upon this Lease. In case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord, and Tenant hereby assign to Landlord all its right, title and interest in and to the award. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding any award allowed for leasehold improvements, fixtures and other equipment installed by it, relocation and moving expenses, but only if the awards shall be made by the Court in addition to the award by it to Landlord for the land and improvements or part taken.

17. **LIMITATION OF LANDLORD'S LIABILITY**

Except as otherwise provided in this Lease, Landlord shall not be liable to Tenant for any loss, damage or expenses of any kind resulting from, and no claim shall be made against Landlord by Tenant for: (i) any injury or damage to person or property occurring in, on or about the premises; (ii) the theft, loss or destruction of any personal property contained in the premises or any storage rooms provided by Landlord, or of any automobile (or personal property contained in any automobile) parked in any parking areas designated by Landlord for parking; (iii) the necessity of repairing the premises or any other portion of the Building; (iv) fire or other casualty; (v) any overflow or leakage upon or into the premises of water, rain, snow, steam, gas or electricity, or any breakage or bursting of pipes, conduits or other plumbing fixtures or appliances; or (vi) any loss or damage to property of the Tenant entrusted with Landlord's employees; provided, however, that the foregoing exculpatory provisions shall not apply to loss, damage or expense resulting from the willful or grossly negligent act or omission of Landlord or its agents. All references to Tenant in the preceding sentence shall be deemed to include Tenant's employees, agents and other persons claiming the right to be in the premises or the Building under or through Tenant.

18. **INDEMNIFICATION**.

Each party covenants to defend, indemnify and save harmless the other party from and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs, claims or judgments arising from injury during the term of this Lease to person or property occasioned wholly or in part by any act or acts, omissions commissions of that party, its employees, customers and invitees. Each party shall, at its own cost and expense, defend any and all suits or actions that may be brought against the other party or in which the other party be impleaded with others upon any of the above mentioned claim or claims, and in the event of the failure of that party so to do, the other party may, at the cost and expense of Tenant or Landlord (as the case may be) after prior written notice to the Tenant or Landlord (as the case may be), defend any and all suits or actions, and Tenant or Landlord (as the case may be) shall and will satisfy, pay and discharge any and all judgments that may be recovered against the other party in any suit or actions in which the other party may be a party or in which the other party may be impleaded with others, and in the event of the failure of Tenant or Landlord (as the case may be) to pay the amount for which the other party shall become liable, then the other party may pay the same with any interest, costs or other charges which may have accrued thereon at the rate of nine (9) percent annum from the date of payment, and such sums shall become and be due and payable as an offset against the Tenant's next installment of rent or as additional rent with the next installment of rent which shall become due, as the case may be.

19. **INSURANCE**.

(a) Tenant, at its sole cost and expense shall keep the personal property and physical contents located in the premises insured against loss or damage by fire or other casualty, with extended coverage as shall from time to time be customary for property similarly situated in Syracuse, New York, with a replacement cost endorsement, but in no event less that ninety per cent (90%) of the replacement value of the property, without any deduction for depreciation.

(b) Tenant and Landlord, at their sole cost and expense, shall maintain general liability insurance (with contractual coverage) against all claims for bodily injury, death or property damage, occurring upon, in or about the premises in the case of Tenant, and the Property in the case of Landlord, in the amount of at least $1,000,000.00 combined single limit for injury or death for any one person/occurrence or in greater limits as may be reasonably required by Landlord.

(c) The Landlord agrees to maintain property loss and damage insurance in the extended coverage form providing indemnity to the Landlord for loss or damage to the Land, Building and property located thereon or therein.

(d) All insurance required by this paragraph shall be obtained by valid and enforceable polices, issued by insurers of recognized responsibility and licensed to do business in the State of New York and may not be canceled or the coverage reduced except by giving a 30 day prior written notice of cancellation or reduction to the Landlord or the Tenant, as the case may be. Upon the execution of this Lease, and thereafter not less than thirty (30) days prior to the expiration dates of the polices furnished by Tenant or the Landlord, as the case may be, certificates of insurance with evidence satisfactory to Landlord or Tenant, as the case may be, of the payment of the full premiums on the policies shall be delivered by Tenant to Landlord or by Landlord to Tenant, as the case may be.

20. **DEFAULT BY TENANT**.

(a) Any one or more of the following events shall constitute an event of default (an "event of default")

(i) Tenant fails to pay any rent when due and payable and the failure continues for fifteen (15) days after Tenant's receipt of written notice thereof from Landlord;

(ii) Tenant fails to observe and perform any of the terms, covenants, conditions, limitations or agreements to be observed or performed by Tenant under this Lease (except the obligation to pay rent), and the failure continues for a period of thirty days (30) days after Tenant's receipt of written notice thereof from Landlord specifying the nature of the failure; provided, however, if such default cannot be cured within such 30 day period, such time shall be extended for a reasonable additional time, provided that Tenant shall commence to cure its default as soon as reasonably possible and shall proceed diligently thereafter to effect such cure.

(iii) Tenant files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or Tenant files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present future federal, state or other bankruptcy or insolvency statute or law (collectively in this section "bankruptcy laws"), or seeking, consenting to, or acquiescing in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or all or any substantial part of its properties or of the premises;

(iv) The commencement of any action, case or proceeding ("proceeding") against Tenant seeking (i) any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy laws, or (ii) the appointment, without consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the premises, and the proceeding continues undismissed for a period of ninety (90) days;

(v) Tenant abandons or vacates the premises or ceases its operation. Landlord may, at its option, at any time after the occurrence of any one or more events of default, terminate this lease. The termination shall take effect on the date of the notice of termination. Upon the date specified in the notice, this Lease and the term demised and all rights of Tenant under this Lease shall expire and terminate. The expiration or termination of this Lease by Landlord shall not relieve Tenant of its liability and obligations under this Lease, which shall survive.

(b) Upon termination of this Lease pursuant to this paragraph, Tenant shall quit and peacefully surrender the premises to Landlord. Landlord, upon the expiration or termination of this Lease, or at any time after, without additional notice and without prejudice to any other rights remedies it shall have at law or in equity,

(i) may re-enter the premises and remove from them Tenant, his agents, employees, servants, licensees and subtenants and other persons, firms or corporations and all or any of his or their property, either by summary proceedings or by any suitable action or proceeding at law or in equity, or by force or otherwise, without being liable to indictment, prosecution or damages for such action;

(ii) may repossess and have, hold and enjoy the premises.

Upon Landlord's termination of this Lease, re-entry of the premises or dispossession of the Tenant by summary proceedings or otherwise;

(1) The rent shall become due and payable and be paid upon time of termination, re-entry or dispossession;

(2) Landlord at any time and from time to time may relet the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and on such conditions, including, without limitation, concessions of free rent and alterations of the premises consistent with the same general level of improvements to the premises as when the premises was delivered to Tenant as advisable and necessary for the purposes of reletting the premises, and Landlord may collect and receive all rents and income from them;

(3) Landlord shall not be responsible or liable for any failure or refusal to relet the premises or any part of them, or for any failure to collect any rent due upon any reletting of them;

(4) Whether or not the premises or any part of them shall have been relet, Tenant, until the end of what would have been the term of this Lease in the absence of expiration or termination, shall be liable to and shall pay rent and additional rent to Landlord as provided in this Lease.

(c) Tenant expressly waives, to the extent permitted by law;

(i) the service of any notice of intention to reenter provided by any statute;

(ii) for and on behalf of itself and all person claiming through or under it, including any mortgagee or other creditor, any and all right of redemption or re-entry or repossession in the event of re-entry or repossession by Landlord;

The terms "enter", "re-enter", "entry" or "re-entry" as used in this Lease are not restricted to their technical legal meanings.

In the event of any breach or threatened breach by either party of any of the agreements, terms, covenants or conditions contained in this Lease, the other party may enjoin the breach or threatened breach and may invoke any right and remedy allowed at law, in equity, by statute, or otherwise as through re-entry, summary proceedings, and the other remedies not otherwise available under this Lease.

Each right and remedy under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by either party of any one or more of those rights or remedies shall not preclude the simultaneous or later exercise by either party of any or all other rights or remedies that party may have.

This paragraph shall survive any termination, expiration or cancellation of this Lease by the parties or as a result of any statute, law, order or warrant.

Landlord may, at its option, from time to time, commence actions to recover any installments of rents, or liquidated damages, or other damages and nothing in this Lease shall be deemed to require Landlord to await the date this Lease would have expired had there been no default by Tenant or no termination by Landlord.

21. **INTENTIONALLY OMITTED**

22. **LANDLORD'S RIGHT TO DAMAGES**.

If Landlord terminates this Lease by reason of the occurrence of an event of default or if the premises shall be abandoned or vacated during the term hereof, and subject to paragraph 20 above, Landlord may relet the premises for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable. Subject to paragraph 20 above, Tenant shall pay to Landlord, as liquidated damages, the excess, if any, of the sum of (i) the monthly installments of Basic Rent and all other amounts and charges which would otherwise be payable by Tenant under this Lease until the end of what would have been the term of this Lease in the absence of termination, and (ii) the reasonable costs and expenses incurred by Landlord in recovering possession of the premises, painting, altering or dividing the premises or combining the premises with any adjacent space for a new tenant, and repairing any damage to the premises for which the Tenant is responsible under this Lease, over the net proceeds received by Landlord from any reletting of the premises after deducting all of Landlord's reasonable costs and expenses in connection with the reletting. The damages, at the option of Landlord, may be recovered by it at the time of the re-entry, or in separate actions from time to time as Tenant's obligation to pay rent would have accrued if the term of this Lease had continued, or from time to time as damages shall have become more easily ascertainable by reletting of the premises, or the action by Landlord may be deferred until the expiration of what would have been the end of the term in the absence of termination in which event the cause of action shall not be deemed to have accrued until the expiration of what would have been the end of the term.

23. **SUBROGATION**

Notwithstanding anything in this lease contained to the contrary, Landlord hereby waives any right of recovery from Tenant its officers, agents employees and contractors if the Building, the common areas and/or any property contained therein or thereon is damaged or destroyed by fire or any other peril included in the extended coverage form of fire insurance during the term of this Lease or any extension of it whether or not caused by the negligence of the Tenant, its officers, agents employees and contractors. Tenant hereby waives any right of recovery from Landlord its officers, agents, employees and contractors if the improvements in the premises made by Tenant or Tenant's personal property therein be damaged or destroyed by fire or any other peril included in the extended coverage form of fire insurance during the term of this Lease or any extension whether or not caused by the negligence of the Landlord, its officers, agents, employees and contractors. Landlord and Tenant each agrees to look solely to its property damage or loss insurance for recovery of such loss or damage.

Each of the parties shall have a waiver of subrogation clause attached to, and made a part of, its insurance policy or policies in the following or equivalent form:

WAIVER OF SUBROGATION CLAUSE

> This insurance shall not be invalid should the insured waive in writing, prior to a loss, any or all rights of recovery against any party for a loss occurring to the property described herein caused by or resulting from the hazards or perils insured hereunder . Notice is hereby accepted that the insured has agreed in writing, prior to a loss, to waive any and all of its rights of recovery from (the Landlord or the Tenant as the case may be), its officers, agents, employees and invitees.

24. **SUBORDINATION**

This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now or at any time hereafter be or become a lien upon the Building of which the premises are a part or upon Landlord's interest therein, and to any renewal, additions, extension, modification or refinancing thereof;

25. **ATTORNMENT**.

If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Tenant agrees to attorn to the purchaser at the foreclosure sale, if requested to by the purchaser, and to recognize the purchaser as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereinafter in effect, which may give or purport to give Tenant any right to terminate this Lease in the event a foreclosure proceeding is commenced and the Building sold pursuant to the proceeding.

26. **HOLDING OVER**.

If Tenant shall not immediately surrender possession of the premises at the termination of this Lease, Tenant shall become a tenant from month to month, provided rent shall be paid to and accepted by Landlord, in advance, at the rate of the Basic Rent and additional rent payable immediately prior to the termination of this Lease; but unless and until Landlord shall accept rent from Tenant, Landlord shall continue to be permitted to retake or recover possession of the premises in the manner provided by this Lease upon the occurrence of an event of default, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the premises immediately upon the expiration of the term of this Lease. If Tenant shall fail to surrender possession of the premises immediately upon the expiration of the term of this Lease, all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during the period of subsequent occupancy, whether or not a month to month tenancy shall have been created.

27. **RIGHT OF LANDLORD TO CURE TENANT'S DEFAULT**.

If Tenant defaults in the making of any payment or in the doing of any act required by this Lease to be made or done by Tenant beyond any applicable grace period, Landlord may upon at least 10 days notice to Tenant, but shall not be required to, make the payment or do such act and the expense thereof if made or done by Landlord, with interest thereon at the rate of nine percent (9%) per annum from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent due and be payable with the next monthly installment of Basic Rent; but the making of the payment or the doing of the act by Landlord shall not operate to cure the default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

28. **WAIVER OF JURY TRIAL**.

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant under it, Tenant's use or occupancy of the premises or any claim of injury or damage.

29. **ESTOPPEL CERTIFICATES.**

Tenant shall, at any time and from time to time, upon not less than five days prior notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each default of which Tenant may have knowledge, and (iv) stating the address to which notices to Tenant should be sent. Any statement delivered by Tenant pursuant to this Paragraph may be relied upon by any owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest, or any prospective assignee of any mortgagee.

30. **WAIVER**.

No waiver by Landlord or Tenant of any breach of any term, covenant or condition contained in this Lease shall operate as a waiver of the term, covenant or condition itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of Basic Rent or additional rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, and either party may accept the check or payment without prejudice to such party's right to recover the balance of the rent or to pursue any other remedy provided by this Lease.

31. **NO REPRESENTATION BY LANDLORD**.

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the premises or the Building except as expressly set forth in this Lease, and no rights, privileges, easements, or licenses shall be acquired by Tenant except as expressly set forth in this Lease. Tenant, by taking possession of the premises, shall accept the same "as is", and the taking of possession shall be conclusive evidence that the premises and the Building are in good and satisfactory condition at the time of taking of possession, except that any of Landlord's Work in the premises not fully completed on the Lease Commencement Date shall thereafter be completed with reasonable diligence by Landlord. The preceding sentence shall not be construed as a waiver of any of Landlord's obligations with respect to the premises and the Building, the common areas and the parking areas as contained elsewhere in this Lease.

32. **LEASING COMMISSION**.

Landlord and Tenant each represent and warrant to the other that neither of them has employed any broker in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

33. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES**;

(a) Tenant shall, at all times comply with all local, state and federal laws, rules and regulations governing the use, handling and disposal of Hazardous Material in the premises, except for Hazardous Material in the premises pre-existing the Commencement Date of this Lease, which shall be the sole responsibility of the Landlord but nothing in this paragraph or in this Lease shall obligate Tenant to make any structural repairs, alterations or replacements to the premises or to any property Landlord is required to repair, replace or maintain under this Lease . As used herein, the term "Hazardous Material" shall mean any hazardous or toxic substance, material or waste which is, or becomes, regulated by any local or state government authority in which the premises is located or the United States Government. Landlord and its agent shall have the right, but not the duty, to inspect the premises, upon reasonable notice and during a time when regularly scheduled patients are not on the premises, to determine whether Tenant is complying with the terms of this Paragraph.

(b) Tenant shall not utilize the premises for the illegal creation, disposal, or storage of any Hazardous Material and shall indemnify and hold the Landlord harmless from any liability therefore except for any Hazardous Material which existed on the premises, prior to the Lease Commencement Date or came onto the premises by someone other than Tenant, its agents, servants, or employees.

(c) Tenant shall indemnify Landlord or its assignees for all losses, damages, or clean-up costs of any environmental nature occurring on or about the premises and conclusively shown to be incurred as a direct result of Tenant's use and occupation of the premises. Nothing contained herein shall obligate the Tenant to indemnify for a violation of any environmental laws or regulation which occurred prior to or subsequent to Tenant's occupation of the premises.

(d) Landlord represents and warrants to the best of its knowledge that as of the Commencement Date there are no Hazardous Materials in or on the Property or the premises in violation of law. In the event of a breach of this warranty and representation, Landlord shall indemnify against and hold harmless Tenant from any and all losses, damages and/or clean up costs.

34. **QUIET ENJOYMENT**.

Tenant, upon paying the Basic Rent and observing and performing all the terms, covenants and conditions contained in this Lease on Tenant's part to be observed and performed, shall peaceably and quietly enjoy the premises without hindrance or molestation by Landlord, its agents or employees or any party claiming by, through or under Landlord.

35. **GOVERNING LAWS**.

This Lease shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Lease other than a provision relating to rent, the term, the use and occupancy of the Building and/or the premises or common areas and parking areas shall, to any extent, be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

36. **ENTIRE AGREEMENT**.

All prior understandings and agreements between the parties are merged in this Lease agreement, which alone fully and completely sets forth the understanding of the parties. Tenant is not relying on any representation or agreement other than those set forth in this Lease. This Lease may not be changed or terminated orally or in any manner other than by a written agreement signed by the party against whom enforcement is sought.

37. **NOTICES**.

All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given upon receipt by certified or registered mail, return receipt requested, postage prepaid, or by any nationally recognized overnight carrier (i) if to Landlord at 431 East Fayette Street, Syracuse, New York 13202, or (ii) if to Tenant at 431 East Fayette Street, Syracuse, New York 13202. Service shall be complete upon such receipt or refusal to accept.

38. **PARTIAL INVALIDITY**.

Except as otherwise provided in paragraph 36, if any term, covenant, condition or provision of this Lease or the application of it to any person or circumstance shall be invalid or unenforceable, the remainder of this Lease, or the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

39. **MEMORANDUM OF LEASE**.

The parties shall, at the request of either one, promptly execute duplicate originals of any instrument, in recordable form, which will constitute a short form of Lease, setting forth a description of the premises, the terms of this Lease and any other portions of the Lease, except the rental provisions, as either party may request. The cost to prepare the Memorandum will be paid by the requesting party.

40. **INTERPRETATION**.

Wherever the singular number is used in this Lease it shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

41. **MISCELLANEOUS**.

(a) All covenants in this Lease which are binding upon either party shall be construed to be equally applicable to and binding upon that party's agents, employees and others claiming the right to be in the premises or in the Building through or under that party.

(b) If more than one individual, firm or corporation shall join as Tenant or Landlord, the singular context shall be construed to be plural wherever necessary and the covenants of Tenant or Landlord shall be the joint and several obligations of each party signing as Tenant or Landlord, and, when the parties signing as Tenant or Landlord are partners, shall be the obligations of the firm and of the individual members of it.

(c) Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular, wherever the context shall require.

(d) This Lease shall be binding upon and shall inure to the benefit of the parties to it and their respective heirs, personal representatives, successors and assigns.

The Landlord and Tenant have executed this Lease as of the day and year first above written.

(LANDLORD)

CNY PHILANTHROPY CENTER, LLC

By: Central New York Community Foundation, Inc., its sole member

Witness: ______________________

By: ______________________
Name: Peter A. Dunn
Its: President and CEO

(TENANT)

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

Witness: ______________________

JUDITH A. DELANEY
Notary Public in the State of New York
No. 4626821
Qualified in Onondaga County
My Commission Expires Dec. 31, 20 18

By: ______________________
Name: Katelyn Wright
Its: Executive Director

Exhibit "A"

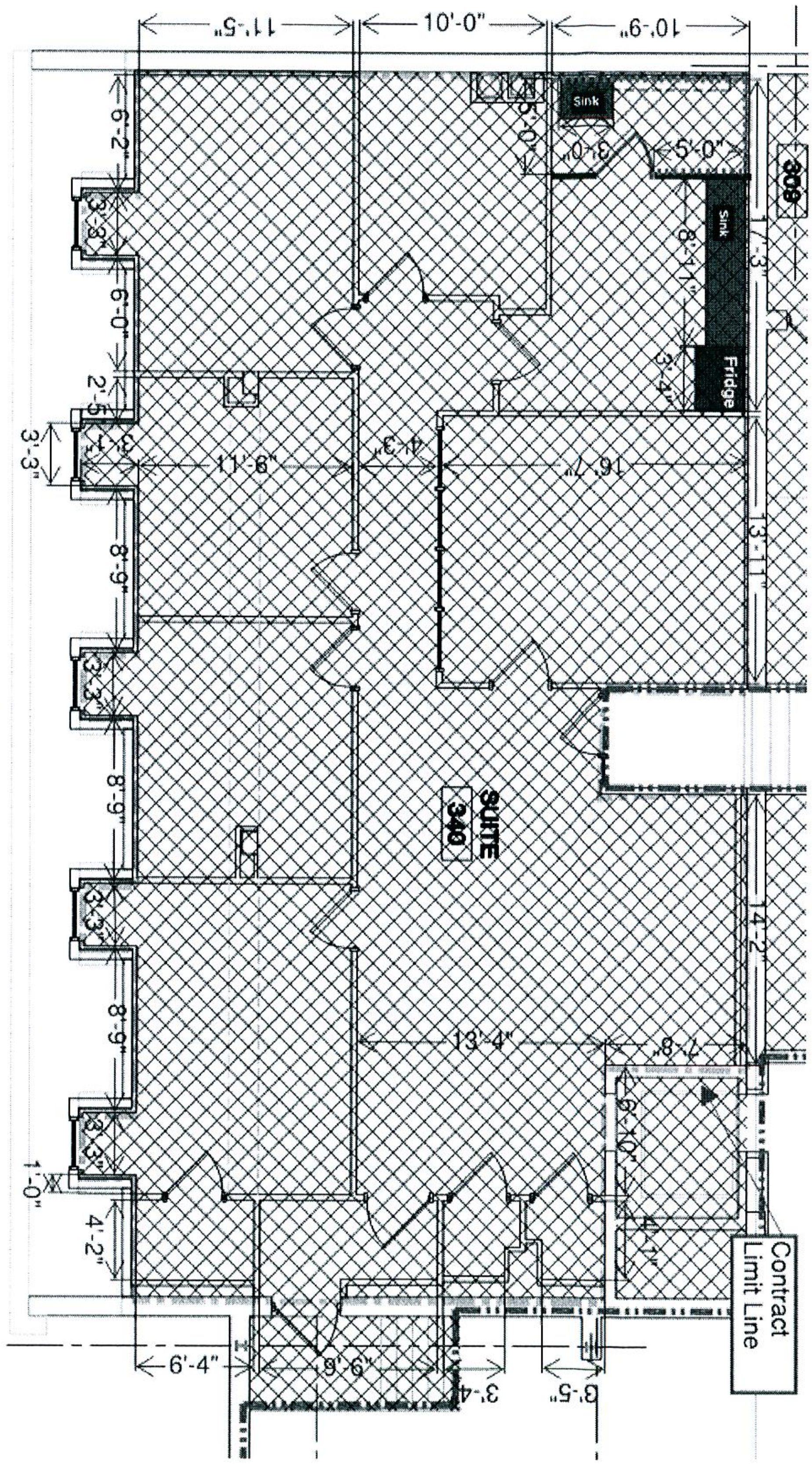

EXHIBIT "B"- BUILDING WORK LETTER

Landlord and Tenant have entered into a Lease of the Premises in the Building at 431 E. Fayette Street, Syracuse, New York which Lease provides that Landlord shall, at its own cost and expense, complete Landlord's Work. As such, Landlord shall furnish and provide only those items of work which are shown on Tenant's plan for the Premises (Tenant's Plan) submitted by Tenant and approved by Landlord, and which are also in accordance with the building standard materials set forth below. The items of work and materials used shall be building standard unless otherwise specifically provided. The General Conditions attached are part of this Building Work letter.

SEE ATTACHED SCHEDULE ENTITLED
OUTLINE CONSTRUCTION SPECIFICATIONS

<u>GENERAL CONDITIONS</u>:

(a) If there are any changes requested by Tenant after completion of Tenant's Plan, Tenant will be responsible for all architectural, mechanical and installation costs resulting from the changes.

(b) If Tenant requests any additional work which is not provided for in the standard building specifications or in excess thereof, Tenant will be financially responsible for all costs resulting from the additional work. Landlord's contractor will prepare an estimate of cost for Tenant's approval prior to commencement of construction. After approval, Tenant will be required to pay for the additional costs as follows: (a) 1/3 at time of approval of costs; (b) 1/3 when work is 50% completed; (c) 1/3 at time of occupancy.

(c) Any additional changes subsequent to Paragraph 2 above, and any additional expenses or costs arising by reason of any subsequent changes, additions, modifications or alterations, which are made at the request of Tenant, shall be at the sole cost and expense of Tenant and shall be paid by Tenant to Landlord. (a) 1/3 at time of approval of costs; 1/3 when work is 50% completed; (c) 1/3 at time of occupancy. No changes, additions, modifications, or alterations will be made without written approval of Landlord after written request by Tenant. No part of the construction, installation or handling costs of any trade fixtures or personal property of Tenant will be payable by Landlord.

(d) Tenant shall provide Landlord, within thirty (30) days after the execution of the Lease by Landlord, the following information: (a) partitioning layout for the leased premises; (b) location of electrical and telephone outlets; (c) color selection.

(e) All work to be performed by Landlord or a subcontractor approved by Landlord.

(f) No credit will be given Tenant for partitions, telephone and electrical outlets, electrical outlets, electric fixtures and other building standard items not installed.

(g) All outside contractors hired to install, decorate, etc., in Tenant's space will contact Landlord for approval before proceeding.

ACCEPTED:

(LANDLORD)

CNY PHILANTHROPY CENTER, LLC

By: Central New York Community Foundation, Inc., its sole member

Witness: ______________________

By: ______________________
Name: Peter A. Dunn
Its: President and CEO

(TENANT)

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

Witness: ______________________

JUDITH A. DELANEY
Notary Public in the State of New York
No. 4626821
Qualified in Onondaga County
My Commission Expires Dec. 31, 20__

By: Katelyn Wright
Name: Katelyn Wright
Its: Executive Director

{M0347218.2 }

EXHIBIT "B"- OUTLINE CONSTRUCTION SPECIFICATIONS

- New paint, carpeting, ceiling tiles
- Changing locks (all doors in the suite will be on one common key)
- Kitchen build-out including cabinets and sink (but not appliances)
- The addition of a single-stall, handicapped-accessible restroom
- Installation of identifying signage in the common hallways

EXHIBIT "C": RULES AND REGULATIONS

OFFICE BUILDING

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls or other parts of the Building not occupied by tenants shall not be obstructed by any tenant or used for any purpose other than ingress and egress to and from the premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for the common use of tenants of the Building, in such manner as Landlord deems best for the benefit of the tenants generally.

2. No awnings or other projections or shades shall be attached to the outside walls of the Building. Tenant shall not mark, paint, damage, drill into or in any other way deface any part of the premises, the Building or the parking facilities. Tenant shall not install cabinets, counters, shelves, or other fixtures, without the prior written consent of the Landlord. No boring, cutting or stringing or wires shall be permitted. Tenant shall not construct, maintain, use or operate within the premises or elsewhere within or on the outside of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other similar sound amplification system, without the consent of the Landlord.

3. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown into them.

4. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises or the Building except Tenant may periodically bring small household pets into the Building upon consent from Landlord. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or emitted from the premises.

5. No space in the Building shall be used for manufacturing, the storage of merchandise, or the sale of merchandise, goods or property of any kind. Unless the use is specifically permitted by the tenant's lease.

6. No inflammable, combustible or explosive fluid, chemical or substance shall be kept upon the premises unless the same.

7. Each office shall have a fire extinguisher approved by landlord.

8. No additional locks or bolts of any kind shall be placed upon any of the doors, or windows by a tenant, nor shall any changes be made in existing locks or their mechanism. The doors leading to the corridors or main halls shall be kept closed during business hours except when used for ingress or egress. Each tenant shall, upon the termination of the tenancy, return to Landlord all keys for existing locks on all interior or exterior doors.

9. Unless equipped with rubber tires and side guards, hand trucks shall not be used in the premises or the public corridors or areas of the Building, either by a tenant or by jobbers or others, in the delivery or receipt of merchandise.

10. Landlord may refuse admission to the Building outside of ordinary business hours to any person who does not have a pass issued by Landlord or is not otherwise properly identified, and may require all persons admitted to or leaving the Building outside of ordinary business hours to register with the Landlord.

11. Mats, trash or other objects shall not be placed in the public corridors, but small mats used in the winter season are permitted.

12. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment or fixtures installed in the premises.

13. All moving of furniture, equipment and other material shall be under the direct control and supervision of Landlord who shall not be responsible for any damage to or charges for moving the same. Tenant shall promptly remove from the sidewalks adjacent to the Building any of the Tenant's furniture, equipment or other material there delivered or deposited.

14. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space in it to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devises sufficient to eliminate the noise and vibration.

15. Violation of these rules and regulations, or any amendments of them, shall be sufficient cause for termination of this Lease at the option of the Landlord.

SCHEDULE A

MONTHLY RENT SCHEDULE

Lease Year	Basic Rent
1st	$2,010.40
2nd	$2,050.61
3rd	$2,091.62

Renewal Option (3 years)

1st	$2,133.45
2nd	$2,176.12
3rd	$2,219.64

Renewal Option (3 years)

1st	$2,264.04
2nd	$2,309.32
3rd	$2,355.50

SECOND LEASE EXTENSION AGREEMENT

THIS SECOND LEASE EXTENSION AGREEMENT, called the "Second Lease Extension Agreement" is made as of the ___ day of __________________, 202__, by and between **CNY PHILANTHROPY CENTER, LLC**, a New York limited liability company having an address of 431 East Fayette Street, Syracuse, New York 13202 ("Landlord"), and **GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**, a New York not-for-profit corporation having an address of 431 East Fayette Street, Suite 375, Syracuse, New York 13202 ("Tenant").

RECITALS:

(a) Landlord is the owner of a building at 431 East Fayette Street, Syracuse New York (the "Building"), on land ("Land"), owned by Landlord in the City of Syracuse, Onondaga County, and State of New York (collectively the Building and Land are called the "Property").

(b) Landlord leases to the Tenant approximately 1,795 square feet of space situate on the third floor of the Building and being Suite 375 (the "Premises") pursuant to a Building Lease dated March 16, 2015, and as extended pursuant to a First Lease Extension Agreement dated March 19, 2018 (the "Lease"), between Landlord and Tenant.

(c) The current term of the Lease commenced April 1, 2018, and expires March 31, 2021.

(d) Landlord and Tenant desire to extend the term of the lease until March 31, 2024, at 11:59 P.M., in accordance with the exercise of Tenant's first option to extend the term pursuant to Section 2(e) of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained Landlord and Tenant agree as follows:

1. The term of the Lease shall be extended for a period of three (3) years, beginning April 1, 2021, and terminating March 31, 2024, at 11:59 P.M.

2. Tenant covenants and agrees to pay to Landlord during the extension period of this Lease the Basic Rent, as defined in the Lease, in accordance with Schedule A of the Lease. The Basic Rent and any additional rent shall be paid without deduction, set-off or counterclaim to Landlord at its office at 431 East Fayette Street, Syracuse, New York, 13202 or to such other place as may be designated by Landlord by notice to Tenant.

3. Operating expenses are included in the Basic Rent.

4. Real property taxes are included in the Basic Rent unless Tenant's Internal Revenue Code Section 501(c)(3) status is terminated and Tenant's status as an instrumentality of government is terminated in which event Tenant will pay to Landlord any real property taxes assessed to Landlord by virtue of the revocation of Tenant's tax exempt status within ten (10) days of written demand by Landlord. Tenant's obligation to pay said real property taxes shall survive the termination or expiration of the Lease.

5. Tenant covenants that its tax exempt status pursuant to Internal Revenue Code Section 501(c)(3) has not been revoked or terminated and that it is an instrumentality of government.

6. Except as modified herein the terms, covenants, conditions of the Lease shall remain in full force and effect.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this First Lease Extension Agreement as of the day and year first above written.

(LANDLORD)

CNY PHILANTHROPY CENTER, LLC

By: Central New York Community Foundation, Inc., Its sole member

Witness:

____

By: ______________________________
Peter A. Dunn
Its: President and CEO

(TENANT)

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

Witness:

____

By: ______________________________

Its: ______________________________

CONTRACT BETWEEN
THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION
(LAND BANK)
AND
CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESES OF SYRACUSE
(CCOC)
FOR THE CATHOLIC CHARITIES LAND BANK RELOCATION PROJECT

THIS AGREEMENT entered into on the ___ day of December, 2020, by and between the Greater Syracuse Property Development Corporation, a not for profit corporation and local public authority created by Intermunicipal Agreement between the City of Syracuse and the County of Onondaga, with offices located at 431 E Fayette Street, Suite 375, Syracuse, New York (hereinafter referred to as the "Land Bank") and Catholic Charities of Onondaga County, a not for profit corporation organized under the laws of the State of New York, with offices located at 1654 West Onondaga Street, Syracuse, New York (hereinafter referred to as "CCOC").

WHEREAS, the Land Bank acquires real property pursuant to New York Not for Profit Corporation Law §1608, and returns that property to productive use through the powers and tools granted to Land Banks by the Laws of the State of New York, using a combination of public and private funds, and

WHEREAS, the properties obtained by the Land Bank often require rehabilitation before they can be returned to productive use, and are frequently occupied by individuals or families who need to vacate said properties in order for rehabilitation to occur, and

WHEREAS, the Land Bank wishes to engage CCOC to assist with the relocation of occupants identified by the Land Bank as requiring assistance to vacate properties in need of rehabilitation before they can be returned to productive use;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. **Eligibility/Scope of Work**
   a. Activities: CCOC will be responsible for providing certain tenant relocation services during the term of this Agreement (the "Services"). The Services to be provided by CCOC are specified on the attached Appendix A.

II. **Budget**
   a. Any and all indirect and direct costs charged must be consistent with the conditions of the attached budget, titled Appendix B: Budget. Any amendments to the budget must be approved in writing by both CCOC and the Land Bank.

III. **Time of Performance**
   a. The term of this Agreement shall commence on January 1, 2021 and end on December 31, 2021 unless sooner terminated as provided for herein. The term of this Agreement and the provisions herein may be extended upon written agreement between the parties. The term of this agreement shall be automatically

extended to cover any additional time period during which CCOC remains in control of disbursed Land Bank funds.

IV. **Compensation and Method of Payment**

a. Drawdowns for payment of eligible expenses shall be made against the line items for non-personnel specified in the attached budget and in accordance with performance. Expenses for general administration shall be paid against the line items for personnel in direct correlation to the personnel assigned to the scope of work and in accordance with performance.
b. Payment requests and documentation must be in accordance with the Land Bank's reimbursement policies and procedures. The Land Bank shall not be responsible for reimbursing CCOC for any cost or expense which exceeds the budgeted amount for such cost or expense.

V. **Notices**

a. Notices required by this agreement shall be in writing and delivered via mail, commercial courier or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and written communications under this agreement shall be addressed to the individuals indicated below, unless otherwise modified by subsequent written notice.

TO THE LAND BANK:
Greater Syracuse Property Development Corporation
431 E. Fayette Street Suite 375
Syracuse, NY 13202

TO THE CCOC:
Catholic Charities of Onondaga County
1654 West Onondaga St.
Syracuse, NY 13204

VI. **General Conditions**

a. General Compliance: The CCOC agrees to comply with all applicable Federal, State and Local laws, regulations and policies relative to these funds or bearing on the Services to be provided by the CCOC hereunder.
b. Independent Contractor: Nothing contained in this agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employee/employer between the parties. The CCOC at all times shall remain an "independent contractor" with respect to the services to be performed under this contract.
c. Hold Harmless: The CCOC shall hold harmless, defend and indemnify the Land Bank from any and all claims, actions, charges, and judgments whatsoever that arise out of the CCOC's performance or non-performance of the services or subject matter called for in this agreement. The Land Bank shall likewise hold harmless, defend and indemnify the CCOC from any and all claims, actions, charges, and judgments whatsoever that arise out of the Land Bank's performance or non-performance of the services or subject matter called for in this agreement. This paragraph shall survive the termination or expiration of this Agreement.
d. Liability Insurance: CCOC shall provide for itself and maintain at its own cost and expense until the completion of the Work the following forms of insurance:
    i. Commercial General Liability ("CGL") coverage with limits of liability not less than One Million Dollars ($1,000,000.00) per occurrence and not

less than Two Million Dollars ($2,000,000.00) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. CGL coverage shall be written on ISO occurrence form GC 00 01 (1093) or a substitute form providing equivalent coverage.

ii. Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars ($2,000,000.00).

iii. Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars ($1,000,000.00) per accident.

iv. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Land Bank shall be named as an additional insured on the policies required by subparagraphs (a) and (b) above. The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such polies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required by this Contract shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to Independent Contractors. The Contractor shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor agrees to cause each subcontractor 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 entering the Property or commencing any Work.

e. Amendments: No modification, amendment, addition to, or termination of this Agreement shall be valid or enforceable unless in writing and signed by all the parties hereto.

f. 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 thirty (30) 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.

g. Termination for Cause. This Agreement may be terminated by the Land Bank for cause if the CCOC is in material breach of its obligations under this Agreement and such breach continues un-remedied for more than ten (10) days after the CCOC receives written notice stating the specific item or items of material breach under this Agreement from the Land Bank, provided that, if such breach is capable of cure but cannot be cured within such ten (10) day period, as long as the CCOC commences a cure within such ten (10) day period and prosecutes the same with due diligence, there shall be no termination for cause. In the event this Agreement is terminated at will or for cause, the CCOC shall promptly return to the Land Bank any funds advanced by it to the CCOC pursuant to this Agreement.

VII. **Administrative Requirements**

a. Financial Management

i. Accounting Standards: The CCOC agrees to comply with 24 CFR 84.21-28, Standards for Financial Management Systems, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles: The CCOC shall administer its program conformance with OMB Circular A-122 "Cost Principles for Non-Profit Organizations." This principal shall be applied for all costs incurred whether charged on a direct or indirect basis.

b. Documentation and Record Keeping

i. Records to be Maintained: The CCOC shall maintain case records electronically with full descriptions of each activity undertaken, as well as all financial records pertinent to said activities.

ii. Retention: The CCOC shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this agreement for a period of four years. The retention period begins when the CCOC submits reports or activity or vouchers for payment to the Land Bank. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other activity that involves any of the records cited, and that have started before the expiration of the four-year period, then such records shall be retained until the completion of the actions and resolution of the issues, or the expiration of the four-year period, whichever occurs later.

iii. Client Data: The CCOC shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level, description of services provided, and referral from the Land Bank.

iv. Disclosure: The CCOC understands that client information collected under this contract is private and the use or disclosure of such information, when not directly related with the administration of the Land Bank or CCOC's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.

v. Close Outs: The CCOC's obligation to the Land Bank shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Land Bank), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the CCOC has control over Land Bank funds.

vi. Audits and Inspections: All CCOC records with respect to any matters covered by this agreement shall be made available to the Land Bank, funding agency, and/or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CCOC within 30 days after receipt by the CCOC. Failure of the CCOC to comply with the above audit requirements will constitute a violation of this contract and may result in the suspension or termination of this agreement, or the withholding of future payments.

c. Reporting and Payment Procedures
    i. Program Income: There is no anticipated program income.
    ii. Payment Procedures: The Land Bank shall pay to the CCOC funds available under this agreement based upon information submitted by the CCOC and consistent with any approved budget and Land Bank policy concerning payments. With the exception of certain advances, payment will be made within 30 days by the Land Bank for eligible expenses actually incurred by the CCOC, and not to exceed actual cash requirements.
    iii. Progress Reports: The CCOC shall maintain adequate records in order to provide twice-monthly progress reports to the Land Bank. Failure to comply with reporting deadlines will result in payment being withheld until reports are received. Monthly reports shall be received by the 30th of the month for the month ending immediately prior.

VIII. **Personnel and Participant Conditions**

a. Civil Rights
    i. Compliance: The CCOC agrees to comply with all City of Syracuse and New York State laws regarding civil rights and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375,11478, 12107, and 12086.
    ii. Non-discrimination: The CCOC agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by E.O. 13279. The applicable non-discrimination provisions in HCDA §109 are still applicable. The CCOC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital status, or status with regard to public assistance. The CCOC will take affirmative action to ensure that all employment practices include but are not limited to the following: firing, upgrading, demoting, transferring, recruiting, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CCOC agrees to post in conspicuous places, available

to employees and applicants for employment, notices delineating provisions of this non-discrimination clause.

iii. Persons with Disabilities: No eligible person(s) may be denied access to programs and services assisted with this project on the basis of disability status. If the physical location of the program offices is not accessible and cannot be modified to assure accessibility to persons with physical disabilities, the CCOC must be willing to take programs and services to physically accessible locations upon request.

b. Equal Opportunity and Affirmative Action Statement:

The CCOC will, in all solicitations or advertisements for employees placed by or on behalf of the CCOC, state that it is an Equal Opportunity or Affirmative Action employer.

IX. **Employment Restrictions**

a. Labor Standards: The CCOC agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act (40 U.S.C. 327 *et seq*.), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The CCOC agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 875 *et seq*.) and its implementing regulation of the U.S. Department of Labor at 29 CFR Part 5. The CCOC shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Land Bank for review upon request.

X. **Ground for Cancellation of Agreement by the Land Bank; Disqualification for Future Contracts with Public Authorities**.

a. Notwithstanding anything herein to the contrary, this Agreement may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the CCOC, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.

b. Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

c. In the event of cancellation or termination of this Agreement pursuant to this Paragraph, any monies owing by the Land Bank for Services completed prior to the cancellation or termination shall be paid to the CCOC.

XI. **Iran Divestment Act of 2012 Certification.** By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

XII. **Conduct.**

a. Assignability: The CCOC shall not assign or transfer any interest in this contract without the prior written consent of the Land Bank hereto, provided, however, that claims for money due or to become due to the CCOC under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Land Bank.

b. Subcontracts: No subcontracts are anticipated with this program.

c. Conflict of Interest:

i. No officer, employee, or agent of the Land Bank who exercises any functions or responsibilities in connection with the planning and carrying out of the program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in this agreement; the Land Bank shall take appropriate steps to assure compliance.

ii. The CCOC shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of this program.

iii. No employee, office, or agent of the CCOC shall participate in the selection, award, or administration of this program, if a conflict of interest, real or apparent, would be involved.

iv. No employee, office, or agent of the CCOC or Land Bank, or consultant, officer, or elected or appointed official of the CCOC or Land Bank, who exercise or have exercised any functions or responsibilities in connection with this program, or who are in a position to participate in a decision making process or gain inside information with regard to this program, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to this program, for themselves or for those with whom they have business or immediate family ties during their tenure.

XIII. **Severability:** If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other remaining parts of this agreement shall nevertheless remain in full force and effect.

XIV. **Section Headings and Subheadings:** The section headings and subheadings in this agreement are included for convenience only and shall not limit or otherwise affect the terms of the agreement.

XV. **Entire Agreement:** This is the entire agreement between the Land Bank and the CCOC as to the subject matter hereof and supersedes any agreement heretofore entered into.

XVI. **Binding Effect:** This Agreement is binding upon and inures to the benefit of the parties, their respective successors and approved assigns.

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

XVIII. **Governing Law:** This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

XIX. **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.

IN WITNESS THEREOF, the Parties have executed this contract as of the date first written above.

THE GREATER SYRACUSE PROPERTY DEVELOPMENT COPORATION	CATHOLIC CHARITIES OF ONONDAGA COUNTY
By: ________________________________	By:________________________________
Print Name: _Katelyn Wright__	Print Name: _________________________
Title:___Executive Director___	Title:______________________________

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:
On this ____ day of ______________, 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared _________________________________, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:
On this ____ day of ______________, 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared _________________________________, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

APPENDIX A
SCOPE OF SERVICES
CATHOLIC CHARITIES LAND BANK RELOCATION PROJECT

1. **Project Mission**
   Catholic Charities of Onondaga County (CCOC) will provide relocation assistance and case management, including direct financial assistance for eligible costs, to households identified by the Greater Syracuse Property Development Corporation (LAND BANK).

2. **Target Population**
   Cooperative occupants of properties owned by the Land Bank who have been identified as needing assistance with relocating and who are not living in a home declared by the City of Syracuse to be unfit for human habitation.

3. **Program Outcomes**
   Catholic Charities will provide relocation services (defined below) to the target population. Catholic Charities will provide direct financial assistance for eligible costs to the target population.

4. **Program Outputs**
   Catholic Charities case workers will directly assist 24 households in Land Bank-owned properties with relocating to independent housing. Service provision will entail the following: Direct referrals from the Land Bank to assist with relocation services for households assessed to be in need of assistance with locating and obtaining housing will be assigned a case manager who will provide the client with direct assistance with relocation to safer and/or more affordable housing and will provide the client with referrals to other community resources that will help client households to develop a network of support aimed at stabilizing their housing situation. Direct financial assistance will cover the following eligible costs: include transportation, security deposit, first month's rent, moving costs, storage costs, and utility assistance.

5. **Reporting and Monitoring**
   CCOC will accept referrals directly from the Land Bank for occupants of properties it owns who are not otherwise eligible for another relocation program. CCOC will track referrals and outcomes, with a minimal twice-monthly report to the Land Bank regarding program outputs and progress made with each active case.

6. **Project Timeline**
   The timeframe for the completion of the relocation services for the housing vulnerable project for the Catholic Charities Land Bank Relocation Project is calendar year 2021 (1/1/2021 – 12/31/21).

	2021
Contract Total	
Land Bank Tenant Relocation-Staffing	
Personnel	
1/2 FTE Case Worker	$ 15,500.00
Supervisor	$ 1,333.33
Fringe	$ 6,000.00
Total Personnel	$ 22,833.33
Operations	
Phone	$ 320.00
Rent	$ 800.00
Office Setup/Supplies	$ 1,000.00
Mileage/Parking	$ 2,333.33
Total Operations	$ 4,453.33
Administration-12%	$ 534.40
Project Total	$ 27,821.07
Land Bank Tenant Relocation-Temporary Financial Aid	
Financial Aid	$ 10,000.00
Administration-12%	$ 1,200.00
Project Total	$ 11,200.00
	$ 39,021.07

GREATER SYRACUSE
LAND BANK

2021 Schedule of Regular Board Meetings

Third Tuesday of Each Month

Annual Meeting – Tuesday, January 19, 2021
6:00 PM via Zoom

All other meetings at 8:00 AM via Zoom or at the CNY Philanthropy Center depending on COVID restrictions:

- February 16
- March 16
- April 20
- May 18
- June 15
- July 20
- August 17
- September 21
- October 19
- November 16
- December 21