



To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd, General Counsel

From: Katelyn Wright

Date: September 15, 2022

Re: Board of Directors Meeting – September 20, 2022

The Greater Syracuse Property Development Corporation will hold a regular meeting of the Board of Directors on **Tuesday, September 20, 2022 at 8:00 A.M.** at 431 E Fayette Street; Syracuse NY 13202 on the second floor.

I. Call to order

II. Roll Call

III. Proof of Notice

IV. Minutes

August 16, 2022

V. Executive Summary & Financial Statements

VI. New Business

A. Approve 2022-23 Funding Contract with the City of Syracuse

B. Authorization to sell multiple properties

C. Acquire Certain Properties from the City of Syracuse

D. Award demolition contract

E. Engage a consultant for EPA grant application and implementation assistance

VII. Discussion

A. Living Waters Church of God in Christ garage demo possible claim

B. Pace of Foreclosures

C. Acacia Network/La Liga – Plans for Delaware St, Geddes/Seymour corner

D. NYS Homes & Community Renewal (HCR) Land Bank Initiative (LBI) Phase 2 forthcoming

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, September 20, 2022

At

431 E Fayette Street, Second Floor Conference Room
Syracuse, NY 13202

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

**GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION
CERTIFICATE REGARDING NO CONFLICT OF INTEREST**

MEETING DATE: September 20, 2022

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

Oceanna Fair

Patrick Hogan

Nancy Quigg

STAFF:

Katelyn E. Wright

Luke Avery-Dougherty

Shannon Knickerbocker

David Rowe

Joel Kaigler

Terri Luckett

Shavel Edwards

Daniel Stazzone



Minutes

Greater Syracuse Property Development Corporation
Regular Meeting of the Board of Directors
8:00 AM Tuesday, July 19, 2022
431 E. Fayette Street, 2nd Floor
Syracuse, NY 13202

Board Members Present: Patrick Hogan, Jonathan Link Logan, Oceanna Fair, Nancy Quigg

Board Members Absent: Michael LaFlair

Others Present: Katelyn Wright, John Sidd, Luke Avery-Dougherty, David Rowe, Joel Kaigler, Shavel Edwards, Terri Luckett, Craig Swiecki, Gail Cawley

I. Call to Order

Pat Hogan called the meeting to order at 8:00 AM.

II. Roll Call

Mr. Hogan noted that all board members were present.

III. Proof of Notice

Mr. Hogan noted that public notice of the meeting had been properly posted.

IV. Minutes

Jonathan Link Logan moved to approve minutes from June 21 and July 19, 2022. Oceanna Fair seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO APPROVE THE MINUTES FROM JUNE 21 AND JULY 19, 2022.**

V. Executive Summary & Financial Statements

Ms. Wright noted that financial statements through the end of June were attached.

VI. New Business

A. Authorization to sell multiple properties

Ms. Wright summarized the offers received outlined in the attachment to their resolution. Oceanna Fair disclosed that she is related to one of the buyers for item #8 and would need to recuse herself from deliberation and voting on that item. Ms. Wright explained that they'd need a motion to remove that from the resolution and then it could be voted on separately.

Ms. Wright informed the board that she has been hearing from Mr. Zivari's real estate agent, Jenny Lee, since 2017 and that she met with Ms. Lee and one of Mr. Zivari's business associates in late-2017. Initially they'd expressed interest in buying the Land Bank's entire inventory. When we explained that the Land Bank was not interested and that such a transaction would be entirely inconsistent with the land bank's mission and purpose, they pursued idea of buying 20+ properties in a bundle. Ms. Wright repeatedly explained that the Land Bank's policy is to sell just one property to an applicant at first so they can see the quality of their work. She also noted that it had come to her attention recently that Mr. Zivari previously plead guilty to

federal charges of bid rigging related to real estate foreclosure auctions and tax evasion. Mr. Link Logan expressed concern about that previous activity in a related field and asked about the qualifications submitted with his offer. Ms. Wright explained that he showed sufficient financial resources and had provided letters of recommendation which stated he has real estate development experience, but lacked specifics and were from his building materials supplier, architect, and contractor; in addition he didn't supply specific examples of his past development projects with an explanation of what his role was in those. Mr. Link Logan expressed concern that his letters of recommendation were all from people he hires and pays. Mr. LaFlair asked whether it ought to say that sale is recommended by staff in the Schedule A attached to the resolution. Ms. Wright stated that perhaps it would have been more appropriate to not make a recommendation either way, as they have occasionally done in the past, leaving it up to the board to make a determination. Mr. Hogan asked Mr. Sidd what type of resolution they would need to remove this item from today's agenda. Mr. Sidd suggested they could make a motion to remove this item from Schedule A and pass the resolution as amended.

Nancy Quigg moved to remove items 6 and 8 from Schedule A. Jonathan Link Logan seconded this motion. Jonathan moved to pass the resolution as amended. Oceanna Fair seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS THE RESOLUTION AS AMENDED.**

Nancy Quigg moved to authorize the sale of 273 McLennan Ave. Jonathan Link Logan seconded this motion. **ALL BOARD MEMBERS EXCEPT OCEANNA FAIR, WHO ABSTAINED, VOTED TO AUTHORIZE THE LAND BANK TO SELL 273 MCLENNAN AS PROPOSED DIVIDED BETWEEN THE THREE NEIGHBORS.**

B. Sell 307 Bear St.

Ms. Wright explained that this property isn't listed for sale as it requires \$18,000 worth of debris removal before they can list it. She noted that Ed Morris, a local contractor who lives in this neighborhood and has purchased from the Land Bank before, expressed interest in buying it to renovate and operate as a rental. She went on to explain that his previous projects have been of a very high quality and that because he is a contractor this job is cost effective for him in a way that it would not be for someone having to hire a contractor. She noted that some neighbors had expressed opposition to the sale stating that they'd prefer to see it demolished and expressing concern that it's a very small parcel with no room for a yard or off-street parking. Mr. Hogan asked if the building could be renovated. Ms. Wright stated that it can and that the Land Bank's construction manager had reviewed Mr. Morris' plans and found them to be sufficient. Furthermore, we know that he has the capacity to handle unforeseen difficulties on a project like this. Mr. Hogan stated that they shouldn't be spending public funds to demolish buildings than can be saved.

Jonathan Link Logan moved to authorize the Land Bank to sell 307 Bear St. to Edward Morris. Mike LaFlair seconded the motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO SELL 307 BEAR ST.**

C. Sell 605-07 Oneida St.

Ms. Wright explained that JMA wireless is working to assemble land to build an additional 100,000 sq. ft. facility. She noted that since this is a noncompetitive sale they'd asked JMA to pay assessed value, which they'd agreed to. Gail Cawley introduced herself and said she was available to answer questions. There was some discussion about the planned facility.

Mike LaFlair moved to authorize the Land Bank to sell 605-07 Oneida St. to JMA Tech Properties, LLC. Nancy Quigg seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO SELL 605-07 ONEIDA ST.**

D. Acquire Certain Properties from the City of Syracuse

Ms. Wright directed the board members to page 47 of their packet and explained the strategy behind each of these acquisitions. Mr. Hogan emphasized that they need to do whatever is possible to address problems on the 100 and 200 blocks of N. Geddes. St. Jonathan Link Logan moved to authorize the Land Bank to acquire certain properties from the City of Syracuse. Oceanna Fair seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO ACQUIRE CERTAIN PROPERTIES FROM THE CITY OF SYRACUSE.**

E. Award demolition contract

Ms. Wright explained that Crisafulli had selected five jobs to give up and that the Land Bank had put those out to bid. The only respondent was Scanlon. This will result in an increased cost, but they have 2022 funds from Onondaga County that can be used to cover the overages. This will ensure that they meet their 12/31 deadline to spend ARPA funds. Jonathan Link Logan moved to authorize the Land Bank to contract with Scanlon for multiple demolitions. Nancy Quigg seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO CONTRACT WITH SCANLON FOR MULTIPLE DEMOLITIONS.**

F. Apply for Adams Foundation grant for the Gustav Stickley House

Mr. Avery-Dougherty explained what this grant was for, noting that the Land Bank needs to be the applicant since they hold title, and recapped the Land Bank's involvement with this project. Mike LaFlair moved to authorize the Land Bank to apply for a grant from the Adams Foundation for the Gustav Stickley House. Oceanna Fair seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO APPLY FOR A GRANT FROM THE ADAMS FOUNDATION FOR THE GUSTAV STICKLEY HOUSE.**

G. Authorize Land Bank to contract with HCR for LBI funding

Ms. Wright explained that since they last met the Land Bank applied for the maximum available award and was awarded those funds by HCR. Last month they'd indicated that they would craft the application based on what they heard on an upcoming HCR webinar and try to ensure that our proposed uses of funds were as competitive as possible. Their response was not to think of it as competitive and suggested that if what we proposed was an eligible expense it would likely be funded. The Land Bank applied for \$200,000/year for salaries since no other funding sources allow direct funding of salaries. This will help to shrink their deficit for a three year period – the grant can be renewed for up to three years. They now need authorization to contract with HCR for this award. Jonathan Link Logan moved to authorize the Land Bank to contract with the Housing Trust Fund Corporation for \$200,000/year for up to three years. Oceanna Fair seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO CONTRACT WITH THE HOUSING TRUST FUND CORPORATION FOR \$200,000/YEAR FOR UP TO THREE YEARS.**

VII. Discussion

A. Pace of Foreclosures

There was some discussion of the City's efforts to address the pace of foreclosures and frustration voiced about the lack of progress to date since this problem was identified in mid-2020. Jonathan Link Logan

suggested they ought to send a letter from the board to the Mayor outlining the problems this is causing. Ms. Wright stated that she could help him with drafting something. All agreed that this should be done and sent to the rest of the board for review.

VIII. Adjournment

Mike LaFlair moved to adjourn the meeting. Nancy Quigg seconded him. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ADJOURN AT 8:26 AM.**

Staff noticed an item had been left off the agenda inadvertently. The public in attendance was informed that the board would reconvene.

Mr. Hogan called the session back to order at 8:33 AM. Ms. Wright presented the board with a table of all the bids received for driveway replacement at three addresses.

Nancy Quigg moved to hire Lostumo Paving for 1127 W Colvin St. Jonathan Link Logan seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO HIRE LOSTUMO PAVING FOR THE DRIVEWAY INSTALLATION AT 1127 W COLVIN ST.**

Oceanna Fair moved to hire CNY Sealing & Paving for 2108 Midland. Nancy Quigg seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO HIRE CNY SEALING & PAVING FOR THE DRIVEWAY INSTALLATION AT 2108 MIDLAND.**

Mike LaFlair moved to hire Superior Seal & Paving for 321 Baker Ave. Nancy Quigg seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED TO PASS A RESOLUTION AUTHORIZING THE LAND BANK TO HIRE SUPERIOR SEAL & PAVING FOR THE DRIVEWAY REPLACEMENT AT 321 BAKER AVE.**

Nancy Quigg moved to adjourn the meeting. Mike LaFlair seconded this motion. **ALL BOARD MEMBERS UNANIMOUSLY VOTED TO ADJOURN AT 8:36 AM.**



Executive Summary

September 20, 2022 Board of Directors Agenda

I. Executive Summary and Financial Statements

Financial statements through the end of July are attached for your review starting on p. 10 of this packet.

II. New Business

A. Approve 2022-23 Funding Contract with the City of Syracuse

Attached please find a draft contract on p. 22 of your packet. This \$750,000 can cover property maintenance expenses, as we anticipate we will receive ample demolition funding in the next round of funding from NYS HCR.

B. Authorization to sell multiple properties

See p. 35 of this packet for a summary of all offers received this month.

C. Acquire Certain Properties from the City of Syracuse

See p. 44 for information on these properties.

D. Award demolition contract

Crisafulli has yet to increase their pace and we had to put five more of their properties (129 Rockland, 132 Culbert, 823 Willis, 192 Berger, and 311 W Pleasant) out to bid. Those bids are due Monday, September 19. A summary will be prepared for the 9/20 board meeting.

E. Engage a consultant for EPA grant application and implementation assistance

We have spent down the \$600,000 EPA assessment grant awarded to us in 2019. We applied for another round last December and were unsuccessful. In our debrief with EPA staff we were told we missed by one point. We issued an RFP for consultants to help us apply again this year and, if we are successful, to administer the grant. We received four responses: C&S Companies, LaBella, HRP, and Stantec. A summary of their proposals is attached on p. 45 of this packet.

We are requesting the board's authorization to contract with Stantec to prepare our application and, if we are successful, to administer the grant.

III. Discussion

A. Possible claim arising from a demolition

We recommend the board adjourn to receive legal advice related to a likely claim arising from a demolition.

B. Pace of Foreclosures

Update from NBD:

- City has made progress working with eTax vendor to resolve reporting error affecting delinquency information.
 - o A seizable property report has been created that can identify properties seizable automatically at the time the report is pulled
 - o Vendor is continuing to address reporting errors that are causing total delinquency and redemption amount payments to be reported incorrectly (roadblock preventing batch notices)
- Once reporting error affecting delinquency amounts is resolved, the city can commence phase 18
 - o At the beginning of the phase, NBD will send a list of all properties in the phase by district to the respective Councilor, and encourage them to reach out to owners in their district should they wish to
 - o Once the initial foreclosure prevention processes have occurred, the City will work to increase the number of properties that appear on each Council voting agenda
- Law department is working to increase staffing capacity to expedite seizure related output

C. Acacia Network/La Liga Plans for Delaware St, Geddes/Seymour

See map on p. 47 of your packet.

D. NYS Homes & Community Renewal (HCR) Land Bank Initiative (LBI) Phase 2 forthcoming

We anticipate this will cover capital costs such as demolition, environmental remediation, building stabilization, as well as some gap subsidy for renovation or new construction, but they are strongly encouraging developers to look to other HCR grant programs for new construction and renovation subsidy. There is likely to be a two-year performance period. Goal to get all these funds allocated in time for us to lobby for inclusion in next year's state budget.

Greater Syracuse Property Development Corporation
Balance Sheet
As of July 31, 2022

	Jul 31, 22	Jul 31, 21
ASSETS		
Current Assets		
Checking/Savings		
10000 · Checking	5,013,304.07	2,208,008.88
Total Checking/Savings	5,013,304.07	2,208,008.88
Accounts Receivable		
11001 · Accounts Receivable	2,000.00	12,100.00
Total Accounts Receivable	2,000.00	12,100.00
Other Current Assets		
12400 · Note Receivable - Lodi Street	83,280.46	85,461.37
12001 · Undeposited Funds	45,920.00	130,238.00
12100 · Contract Receivable		
12125 · CRF '22-23	14,000.00	0.00
12122 · County '21	0.00	200,000.00
12121 · The Castle Project		
12121.1 · CNY Community Foundation	0.00	50,000.00
Total 12121 · The Castle Project	0.00	50,000.00
12120 · City CARES '21	0.00	513,225.00
12117 · Save America's Treasures	499,218.91	499,774.41
12114 · 2020 CRI Receivable-Rehab	0.00	300,000.00
12111 · EPA_Brownfield_Petroleum	1,792.71	2,740.82
12110 · EPA_Brownfield_Hazardous	31,401.28	245,762.85
Total 12100 · Contract Receivable	546,412.90	1,811,503.08
12500 · Prepaid Insurance	93,619.54	81,402.03
12900 · Prepaid Expense	20,908.29	2,868.71
Total Other Current Assets	790,141.19	2,111,473.19
Total Current Assets	5,805,445.26	4,331,582.07
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	-32,200.83	-31,143.94
Total Fixed Assets	630.11	1,687.00
Other Assets		
18000 · Cost of Properties Held	464,220.63	415,448.85
Total Other Assets	464,220.63	415,448.85
TOTAL ASSETS	6,270,296.00	4,748,717.92
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	264,961.28	217,919.21
Total Accounts Payable	264,961.28	217,919.21
Credit Cards		
20002 · M&T Visa 7079	12,155.57	1,598.71
Total Credit Cards	12,155.57	1,598.71
Other Current Liabilities		
24901 · Sales Tax Payable	219.94	12.40
20600 · FSA Liability	201.24	-70.60
20900 · 401(K) Liability		
21000 · 401(k) Payable	2,497.27	2,483.37

Greater Syracuse Property Development Corporation
Balance Sheet
As of July 31, 2022

	Jul 31, 22	Jul 31, 21
Total 20900 · 401(K) Liability	2,497.27	2,483.37
20100 · M&T Loan PPP 2020	0.00	120,095.00
20500 · Down Payment on Property Sale	25,004.00	30,000.00
22000 · Accrued Expenses	50,509.42	26,287.02
24100 · Prepaid Rental Income	8,662.50	8,662.50
Total Other Current Liabilities	87,094.37	187,469.69
Total Current Liabilities	364,211.22	406,987.61
Long Term Liabilities		
28000 · Deferred Grant Inflow		
29513 · CRF '22-23	14,000.00	0.00
29511 · City ARPA '21 Stab.	400,378.12	0.00
29510 · City ARPA '21 Demo	1,695,695.59	-48,800.00
29509 · County '21	271,555.29	197,000.00
29508 · The Castle Project		
29508.8 · National Trust- Consultant	4,000.00	0.00
29508.6 · Individual Donations	45,537.71	16,000.00
29508.5 · National Trust	15,000.00	15,000.00
29508.4 · Gifford Foundation	0.00	45,000.00
29508.3 · Reisman Foundation	26,604.50	50,000.00
29508.2 · Allyn Foundation	0.00	25,000.00
29508.1 · CNY Community Foundation	16,045.00	50,000.00
Total 29508 · The Castle Project	107,187.21	201,000.00
29507 · City CARES '21	21,464.98	184,927.79
29505 · Save America's Treasures	499,218.81	499,774.31
29504 · City of Syracuse '20-21	2,864.60	2,864.60
28024 · CRI 2020 Rehab	0.00	375,000.00
28023 · CRI 2020 Demo	5,999.99	5,999.99
29503 · Community Fou. Lead Grant #2	1,602.96	1,602.96
29020 · EPA_Brownfield_Petroleum '19-22	1,792.70	2,740.82
29010 · EPA_Brownfield_Hazardous '19-22	7,628.17	245,762.85
28006 · County Bank Purchase	139,663.91	139,663.91
28012 · County 2017	0.00	560.94
28019 · County- Building Stabilization	0.00	490.35
28020 · County-Purchase of Vacant Prop.	4,506.15	4,506.15
28021 · City of Syracuse '19-'20	5,583.00	5,583.00
Total 28000 · Deferred Grant Inflow	3,179,141.48	1,818,677.67
29500 · Parks Conservancy Grant	3,000.00	1,000.00
Total Long Term Liabilities	3,182,141.48	1,819,677.67
Total Liabilities	3,546,352.70	2,226,665.28
Equity		
32000 · Unrestricted Net Assets	3,139,207.09	2,994,715.49
Net Income	-415,263.79	-472,662.85
Total Equity	2,723,943.30	2,522,052.64
TOTAL LIABILITIES & EQUITY	6,270,296.00	4,748,717.92

Greater Syracuse Property Development Corporation
Profit & Loss Current Month & Year to Date
July 2022

	Jul 22	Jan - Jul 22
Ordinary Income/Expense		
Income		
40041 · The Castle Project		
40041.8 · Individual Donations	525.00	1,275.00
40041.3 · Reisman Foundation	0.00	3,595.50
40041.1 · CNY Community Foundation	0.00	33,955.00
Total 40041 · The Castle Project	525.00	38,825.50
40000 · Government Grants		
40150 · EPA_Brownfield_Hazardous		
40150.1 · EPA BH - Admin/Developer Fees	692.42	2,067.34
40150 · EPA_Brownfield_Hazardous - Other	23,080.69	68,911.57
Total 40150 · EPA_Brownfield_Hazardous	23,773.11	70,978.91
40010 · City of Syracuse		
46000 · City CARES '21		
46100 · City CARES Admin/Dev Fees	0.00	1,723.91
46000 · City CARES '21 - Other	0.00	37,731.47
Total 46000 · City CARES '21	0.00	39,455.38
40043 · City ARPA '21 Demo		
40043.1 · City ARPA '21 Demo Adm/Dev Fees	10,856.44	101,278.47
40043 · City ARPA '21 Demo - Other	101,020.47	978,368.67
Total 40043 · City ARPA '21 Demo	111,876.91	1,079,647.14
40044 · City ARPA '21 Stab.		
40044.1 · City ARPA '21 Stab Adm/Dev Fees	5,025.24	41,517.38
40044 · City ARPA '21 Stab. - Other	50,252.35	496,268.23
Total 40044 · City ARPA '21 Stab.	55,277.59	537,785.61
Total 40010 · City of Syracuse	167,154.50	1,656,888.13
40030 · Admin/Developer's Fee	0.00	31,440.56
40040 · Onondaga County		
40042 · County '21	4,219.88	71,507.31
40042.1 · County '22	2,950.00	2,950.00
41002 · County- Building Stabilization		
41002.1 · County-BS Admin/Developer Fees	0.00	44.33
41002 · County- Building Stabilization - Other	0.00	446.02
Total 41002 · County- Building Stabilization	0.00	490.35
Total 40040 · Onondaga County	7,169.88	74,947.66
40060 · NY Attorney General		
40060.5 · CRI 2020 Rehab	0.00	285,485.82
40060.1 · CRI Admin/Developer Fees	0.00	14,514.18
Total 40060 · NY Attorney General	0.00	300,000.00
Total 40000 · Government Grants	198,097.49	2,134,255.26
41000 · Donated Property	0.00	302.00
48000 · Side Lot Application Income	75.00	625.00
49000 · Rental Income	2,662.50	20,637.50
49500 · Sale of Property	86,302.00	437,415.00
Total Income	287,661.99	2,632,060.26
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	1,661.00	9,816.00
50015 · Donated Property Value	0.00	302.00
50050 · Debris Removal - Initial	18,675.00	84,492.70
50090 · Renovation Inventory	38,523.50	98,206.90
50100 · Stabilization	15,205.75	424,827.71

Greater Syracuse Property Development Corporation
Profit & Loss Current Month & Year to Date
July 2022

	Jul 22	Jan - Jul 22
50170 · Architectural Prof. Services	3,900.00	28,317.50
50180 · Land Survey Prof. Services	3,700.00	22,226.00
50200 · Property Appraisal	0.00	650.00
50999 · Spec Reclass to/from Inventory	9,362.72	61,903.78
Total 500VI · Vacant COS Inventorial	91,027.97	730,742.59
500PC · Periodic COS		
50025 · Property Materials and Supplies	4,559.35	11,210.74
50029 · General Inspections	0.00	8,756.25
50045 · Pest Exterminations	900.00	1,197.00
50051 · Debris Removal - Periodic	28,828.25	158,880.86
50070 · Lawn Maintenance	31,800.44	152,424.47
50080 · Snow Removal	0.00	19,914.00
50110 · Demolition/Deconstruction	87,933.62	831,741.35
50111 · Renovation Expensed	0.00	285,485.82
50117 · Survey/Abatement Pre-Demo	7,164.00	62,532.00
50130 · Utilities	-1,501.41	52,795.41
50190 · Evictions	0.00	6,052.50
50205 · Legal & Closing Costs	6,994.80	38,982.94
50220 · Brokerage - Sale	1,500.00	3,000.00
53100 · Stabilization	0.00	4,617.75
Total 500PC · Periodic COS	168,179.05	1,637,591.09
Total 50000 · Cost of Sales	259,207.02	2,368,333.68
Total COGS	259,207.02	2,368,333.68
Gross Profit	28,454.97	263,726.58
Expense		
61002 · Square Fees	0.00	69.45
61001 · PayPal Fees	0.00	93.98
60604 · Admin/Developer's Fee	0.00	112.50
60000 · Accounting Fees	4,885.00	41,115.00
60100 · Automobile	879.38	5,867.72
60200 · Depreciation	87.47	612.28
60300 · Legal Fees	1,809.83	16,985.77
60400 · Office Expense	2,880.21	21,550.61
60500 · Payroll		
60535 · Employer 401(K) Match expense		
60540 · Employer 401(k) Match	2,173.68	14,488.66
Total 60535 · Employer 401(K) Match expense	2,173.68	14,488.66
60510 · Salary	43,473.80	289,772.70
60520 · Payroll Taxes	3,210.23	23,854.80
60530 · Employee Health Insurance	4,152.92	30,479.27
60550 · Payroll Processing Fees	1,136.94	7,536.61
Total 60500 · Payroll	54,147.57	366,132.04
60600 · Professional Services	25,255.69	88,524.07
60602 · Relocation Assistance Expense	2,126.00	11,567.49
60603 · Special Assessments Expense	0.00	369.65
60700 · Insurance		
60701 · Property	0.00	-6,417.21
60702 · Liability	13,460.30	93,752.02
60700 · Insurance - Other	9,948.59	66,054.58
Total 60700 · Insurance	23,408.89	153,389.39
60800 · Telephone	389.17	2,217.95
60900 · Travel	4,901.57	6,128.42
60905 · Conference/Meeting	2,334.88	2,574.83
61000 · Bank Service Charge	0.00	15.00
61200 · License and Fees	0.00	395.00
61300 · Events & Marketing	200.00	5,405.42
61400 · Rent Expense	2,309.32	17,825.40

Greater Syracuse Property Development Corporation
Profit & Loss Current Month & Year to Date
July 2022

	Jul 22	Jan - Jul 22
61500 · Interest Expense	0.00	17.79
Total Expense	125,614.98	740,969.76
Net Ordinary Income	-97,160.01	-477,243.18
Other Income/Expense		
Other Income		
74000 · Sales Tax Vendor Credit	0.00	9.39
70700 · Interest Income - 1800 Lodi St	974.89	3,925.29
70200 · Salvage Income		
70202 · Non-Taxable Sales	93.89	1,984.37
70201 · Taxable Sales	0.00	3,313.15
Total 70200 · Salvage Income	93.89	5,297.52
70600 · Project Extension Fees	8,150.00	57,160.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	0.00	435.99
Total 71000 · Reimbursement Income	0.00	435.99
79000 · Misc. Income	0.00	1.20
Total Other Income	9,218.78	66,829.39
Other Expense		
80002 · Salvage Labor	0.00	4,850.00
Total Other Expense	0.00	4,850.00
Net Other Income	9,218.78	61,979.39
Net Income	-87,941.23	-415,263.79

Greater Syracuse Property Development Corporation
Profit & Loss YTD Comparison CY vs. PY
January through July 2022

	Jan - Jul 22	Jan - Jul 21
Ordinary Income/Expense		
Income		
40041 · The Castle Project		
40041.8 · Individual Donations	1,275.00	0.00
40041.3 · Reisman Foundation	3,595.50	0.00
40041.1 · CNY Community Foundation	33,955.00	0.00
Total 40041 · The Castle Project	38,825.50	0.00
40000 · Government Grants		
44000 · Save America's Grant		
44000.1 · Save America's Admin/Dev. Fees	0.00	2.33
Total 44000 · Save America's Grant	0.00	2.33
40110 · CNY Lead		
40190 · CNY Community Lead Grant #2		
40190.1 · CNY Lead#2 Admin/Developer Fees	0.00	1,265.23
40190 · CNY Community Lead Grant #2 - Other	0.00	17,451.50
Total 40190 · CNY Community Lead Grant #2	0.00	18,716.73
Total 40110 · CNY Lead	0.00	18,716.73
40160 · EPA_Brownfield_Petroleum		
40160.1 · EPA BP - Admin/Developer Fees	0.00	656.47
40160 · EPA_Brownfield_Petroleum - Other	0.00	21,882.07
Total 40160 · EPA_Brownfield_Petroleum	0.00	22,538.54
40150 · EPA_Brownfield_Hazardous		
40150.1 · EPA BH - Admin/Developer Fees	2,067.34	3,038.39
40150 · EPA_Brownfield_Hazardous - Other	68,911.57	101,279.85
Total 40150 · EPA_Brownfield_Hazardous	70,978.91	104,318.24
40010 · City of Syracuse		
46000 · City CARES '21		
46100 · City CARES Admin/Dev Fees	1,723.91	28,947.27
46000 · City CARES '21 - Other	37,731.47	299,349.94
Total 46000 · City CARES '21	39,455.38	328,297.21
40043 · City ARPA '21 Demo		
40043.1 · City ARPA '21 Demo Adm/Dev Fees	101,278.47	0.00
40043 · City ARPA '21 Demo - Other	978,368.67	48,800.00
Total 40043 · City ARPA '21 Demo	1,079,647.14	48,800.00
40044 · City ARPA '21 Stab.		
40044.1 · City ARPA '21 Stab Adm/Dev Fees	41,517.38	0.00
40044 · City ARPA '21 Stab. - Other	496,268.23	0.00
Total 40044 · City ARPA '21 Stab.	537,785.61	0.00
41001 · City of Syracuse '19-'20	0.00	13,200.00
41004 · City of Syracuse '20-21	0.00	10,800.00
Total 40010 · City of Syracuse	1,656,888.13	401,097.21
40030 · Admin/Developer's Fee	31,440.56	2,665.80
40040 · Onondaga County		
40300 · County CARES '21		
40301 · County CARES Admin/Dev Fees	0.00	22,545.46
40300 · County CARES '21 - Other	0.00	227,454.57
Total 40300 · County CARES '21	0.00	250,000.03
40042 · County '21	71,507.31	3,000.00
40042.1 · County '22	2,950.00	0.00
41002 · County- Building Stabilization		
41002.1 · County-BS Admin/Developer Fees	44.33	0.00

Greater Syracuse Property Development Corporation
Profit & Loss YTD Comparison CY vs. PY
January through July 2022

	Jan - Jul 22	Jan - Jul 21
41002 · County- Building Stabilization - Other	446.02	0.00
Total 41002 · County- Building Stabilization	490.35	0.00
40040 · Onondaga County - Other	0.00	11,674.57
Total 40040 · Onondaga County	74,947.66	264,674.60
40060 · NY Attorney General		
40060.5 · CRI 2020 Rehab	285,485.82	0.00
40060.4 · CRI 2020 Demo	0.00	18,422.97
40060.2 · CRI 2019 Demo	0.00	8,947.20
40060.1 · CRI Admin/Developer Fees	14,514.18	0.00
Total 40060 · NY Attorney General	300,000.00	27,370.17
Total 40000 · Government Grants	2,134,255.26	841,383.62
41000 · Donated Property	302.00	65,611.00
48000 · Side Lot Application Income	625.00	375.00
49000 · Rental Income	20,637.50	24,087.50
49500 · Sale of Property	437,415.00	836,126.59
Total Income	2,632,060.26	1,767,583.71
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	9,816.00	6,650.00
50015 · Donated Property Value	302.00	65,611.00
50050 · Debris Removal - Initial	84,492.70	93,525.00
50090 · Renovation Inventory	98,206.90	60,681.84
50095 · Sidewalk Replacement/Repair	0.00	12,760.00
50100 · Stabilization	424,827.71	23,106.00
50115 · Environ. Assess. Inventorial	0.00	720.00
50145 · Title Searches	0.00	7,258.40
50170 · Architectural Prof. Services	28,317.50	11,410.00
50180 · Land Survey Prof. Services	22,226.00	6,525.00
50200 · Property Appraisal	650.00	675.00
50999 · Spec Reclass to/from Inventory	61,903.78	265,457.10
Total 500VI · Vacant COS Inventorial	730,742.59	554,379.34
500PC · Periodic COS		
50025 · Property Materials and Supplies	11,210.74	3,091.39
50029 · General Inspections	8,756.25	14,223.00
50045 · Pest Exterminations	1,197.00	300.00
50051 · Debris Removal - Periodic	158,880.86	112,733.09
50070 · Lawn Maintenance	152,424.47	151,183.01
50080 · Snow Removal	19,914.00	22,753.00
50110 · Demolition/Deconstruction	831,741.35	523,784.00
50111 · Renovation Expensed	285,485.82	0.00
50117 · Survey/Abatement Pre-Demo	62,532.00	25,194.00
50130 · Utilities	52,795.41	68,127.42
50190 · Evictions	6,052.50	0.00
50205 · Legal & Closing Costs	38,982.94	17,002.00
50220 · Brokerage - Sale	3,000.00	8,167.00
50230 · Sale of Property Closing Costs	0.00	4,000.00
53100 · Stabilization	4,617.75	915.00
Total 500PC · Periodic COS	1,637,591.09	951,472.91
Total 50000 · Cost of Sales	2,368,333.68	1,505,852.25
Total COGS	2,368,333.68	1,505,852.25
Gross Profit	263,726.58	261,731.46
Expense		
61002 · Square Fees	69.45	0.00
61001 · PayPal Fees	93.98	0.00

Greater Syracuse Property Development Corporation
Profit & Loss YTD Comparison CY vs. PY
January through July 2022

	Jan - Jul 22	Jan - Jul 21
60604 · Admin/Developer's Fee	112.50	0.00
60000 · Accounting Fees	41,115.00	43,965.00
60100 · Automobile	5,867.72	4,301.53
60200 · Depreciation	612.28	841.06
60300 · Legal Fees	16,985.77	24,588.18
60400 · Office Expense	21,550.61	19,594.88
60500 · Payroll		
60535 · Employer 401(K) Match expense		
60540 · Employer 401(k) Match	14,488.66	14,249.17
Total 60535 · Employer 401(K) Match expense	14,488.66	14,249.17
60510 · Salary	289,772.70	305,815.80
60520 · Payroll Taxes	23,854.80	26,922.63
60530 · Employee Health Insurance	30,479.27	28,338.93
60550 · Payroll Processing Fees	7,536.61	5,573.95
Total 60500 · Payroll	366,132.04	380,900.48
60600 · Professional Services	88,524.07	138,510.20
60602 · Relocation Assistance Expense	11,567.49	7,050.56
60603 · Special Assessments Expense	369.65	21.82
60700 · Insurance		
60701 · Property	-6,417.21	0.00
60702 · Liability	93,752.02	96,256.20
60700 · Insurance - Other	66,054.58	46,373.45
Total 60700 · Insurance	153,389.39	142,629.65
60800 · Telephone	2,217.95	2,652.24
60900 · Travel	6,128.42	0.00
60905 · Conference/Meeting	2,574.83	0.00
61000 · Bank Service Charge	15.00	-50.00
61200 · License and Fees	395.00	1,000.00
61300 · Events & Marketing	5,405.42	9,908.88
61400 · Rent Expense	17,825.40	19,756.08
61500 · Interest Expense	17.79	0.00
Total Expense	740,969.76	795,670.56
Net Ordinary Income	-477,243.18	-533,939.10
Other Income/Expense		
Other Income		
74000 · Sales Tax Vendor Credit	9.39	0.75
70700 · Interest Income - 1800 Lodi St	3,925.29	4,024.46
70200 · Salvage Income		
70202 · Non-Taxable Sales	1,984.37	3,284.44
70201 · Taxable Sales	3,313.15	342.04
Total 70200 · Salvage Income	5,297.52	3,626.48
70400 · Forbearance Income	0.00	12,500.00
70500 · Defaulting on Residency Req.	0.00	5,115.00
70600 · Project Extension Fees	57,160.00	32,776.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	435.99	135.29
71000 · Reimbursement Income - Other	0.00	1,698.28
Total 71000 · Reimbursement Income	435.99	1,833.57
72000 · Forfeited Down Payment on Sale	0.00	4,575.00
79000 · Misc. Income	1.20	24.99
Total Other Income	66,829.39	64,476.25
Other Expense		
80002 · Salvage Labor	4,850.00	3,200.00
Total Other Expense	4,850.00	3,200.00

Greater Syracuse Property Development Corporation
Profit & Loss YTD Comparison CY vs. PY
January through July 2022

	Jan - Jul 22	Jan - Jul 21
Net Other Income	61,979.39	61,276.25
Net Income	<u><u>-415,263.79</u></u>	<u><u>-472,662.85</u></u>

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened at 431 E. Fayette Street; Syracuse, NY 13202 on September 20, 2022 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
Nancy Quigg, Vice-Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Oceanna Fair, Director

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

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

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

Resolution No.: 23 of 2022

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

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

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

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

WHEREAS, under the material terms of the Agreement, the City will provide up to Five-hundred thousand dollars (\$500,000.00) to GSPDC during the fiscal year 2021-2022.

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

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

Section 2. The Executive Director is hereby authorized, on behalf of GSPDC, to execute and deliver the Agreement, in form and content agreeable to counsel and the Executive Director, with such changes, variations, omissions and insertions thereto as the Executive Director shall approve, the execution thereof by the Executive Director to constitute conclusive evidence of such approval.

Section 3. The Executive Director of GSPDC is hereby authorized and directed to execute all documents on behalf of GSPDC which may be necessary or desirable to further the intent of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. The other officers, employees and agents of GSPDC are hereby authorized and directed for and in the name and on behalf of GSPDC to do all acts and things required or provided for by the provisions of the Agreement and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by GSPDC with all of the terms, covenants and provisions of the Agreement binding upon GSPDC.

Section 5. This Resolution shall take effect immediately.

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

Jonathan Link Logan	VOTING	___
Michael LaFlair	VOTING	___
Oceanna Fair	VOTING	___
Patrick Hogan	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 "Agency"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the directors of GSPDC, including the Resolution contained therein, held on September 20, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 18th day of October, 2022.

Jonathan Link Logan, Secretary

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

THIS AGREEMENT, entered this _____ day of _____, 2022 by and between the City of Syracuse (herein called the "City") and the Greater Syracuse Property Development Corporation, a not-for-profit corporation with offices at 431 East Fayette Street, Suite 375, Syracuse, New York (herein called the "GSPDC").

WHEREAS, the City desires to assist in the funding of the operations of GSPDC pursuant to Not-For Profit Corporation Law § 1610 (a) for City fiscal year 2021-22 and the Charter of the City of Syracuse 1960, as amended; and

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

WHEREAS, this Agreement has been authorized by, and is subject to the requirements of Ordinance No. ____ of 2022, which was adopted by the City of Syracuse Common Council on _____, 2022 and approved by Mayor Ben Walsh on _____, 2022; and

WHEREAS, this Agreement has been authorized by GSPDC Resolution No 17 of 2021, adopted by the Board of GSPDC on September ;

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

ARTICLE I. FUNDING

The City agrees to provide up to seven hundred and fifty thousand dollars (\$750,000.00) (hereinafter the "Funding") to GSPDC.

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

1. Three hundred seventy-five thousand and 00/100 dollars (\$375,000.00) on November 1, 2022; and

2. Three hundred seventy-five thousand and 00/100 dollars (\$375,000.00) on March 1, 2023.

ARTICLE II. PERFORMANCE BY GSPDC

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

Acceptance of Property – GSPDC acknowledges that the City will offer to sell numerous parcels of real property to GSPDC for an amount equal to one dollar (\$1.00) per property during the 2022-23 City fiscal year. GSPDC will reimburse the City for title fee expenses and legal expenses incurred for each property and other closing costs. The GSPDC shall be responsible for the payment of all recording fees to the Onondaga County Clerk.

1. GSPDC agrees to accept as many of said parcels not otherwise excluded under the provisions of Article II (3) as the Board of GSPDC determines as being fiscally prudent for GSPDC to accept. In addition, GSPDC agrees to accept no fewer than 250 properties throughout the 2022-23 City fiscal year as long as the City authorizes the sale of at least that number of properties to the GSPDC during said fiscal year and subject to the GSPDC's rights hereunder and under Article II (3).
2. GSPDC will accept a mix of properties, including vacant land, vacant structures, and occupied structures, subject to what is made available by the City of Syracuse.
3. GSPDC may reject any Property, upon a provision of sufficient documentation evidencing the basis for rejection to the City of Syracuse, for one or more of the following reasons:
 - a. The property has uncured defects in title; or
 - b. The property constitutes an immediate danger or public hazard; or
 - c. The property contains environmental hazards which would require the GSPDC to perform environmental remediation prior to re-sale (this subsection shall not be read as to apply to lead based paint or to soil that may be contaminated as a result of lead based paint, or to asbestos located in one or two family residential structures); or
 - d. Other parcels that the GSPDC deems inappropriate for acquisition for documented reasons agreed upon by the City and the GSPDC.

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

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

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

- a. Create a mix of (owner-occupied) home ownership and rental housing opportunities;
 - b. Support rehabilitation financing for investor-owners purchasing GSPDC properties through loan guarantees and other innovative programs;
 - c. The funds shall be used for ongoing property maintenance and keeping buildings secure.
 - d. Ensure that all existing occupants of property acquired by the GSPDC from the City of Syracuse, which properties are deemed necessary to vacate, be availed the services of professional relocation agents and allotted a reasonable time frame from the determination date to vacate the property to facilitate successful relocation into suitable alternate housing.
 - e. Make reasonable efforts to recover architectural salvageable components during the deconstruction process and to apply funds received from the sale of any salvageable components to the cost of future demolition and/or deconstruction projects.
5. GSPDC shall provide the Department of Neighborhood and Business Development with quarterly reports within 10 days of the end of each fiscal quarter containing lists of all properties transferred to GSPDC and indicates the following: those properties slated for demolition/deconstruction; those demolished/deconstructed; those sold to new owners and the disposition strategy for each; those under an enforcement mortgage and the deadline for completion; those where work has been completed and enforcement mortgage has been discharged. The City reserves the right to request additional information evidencing the status of any Property transferred to GSPDC.
 6. GSPDC shall provide the Common Council with an annual written report in the form of a business and fiscal plan that details the organization's short- and long-term goals and year-to-date progress on reaching these goals within 30 days of this contract years' end. This document should be made available to all Common Councilors two weeks in advance of the Committee meeting when the annual written report is discussed publicly.
 7. GSPDC shall establish a goal to transfer title of at least 200 properties with a majority to qualified owner-occupied buyers and shall establish a policy and procedure for conveying properties to qualified not-for-profit affordable housing developers for owner-occupied buyers to ensure the creation of sustainable affordable housing that meets specified quality standards. Furthermore, GSPDC will endeavor, during the term of this Agreement, to transfer title of at least 75 properties to qualified owners-occupiers with such properties being in close proximity to City Parks, Schools, or such other amenities that improve neighborhoods.
 8. GSPDC will work to develop innovative vacant lot acquisition strategies for long-range neighborhood and community benefits, such as assembling vacant land for the purpose of encouraging new housing and commercial development, in collaboration with the City and neighborhood stakeholders.
 9. The GSPDC Board of Directors and the Citizens Advisory Board will review the criteria used in reviewing and approving property sales to ensure that the criteria will encourage the sale of properties in inventory.

10. GSPDC will aggressively market and offer ten (10) properties utilizing an established incentive program for qualified owner occupied buyers to City, fire, police, school district employees, other city residents who work in the city.

ARTICLE III. NOTICES

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

To the City at:

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

With Copy to:

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

To the GSPDC at:

Greater Syracuse Property Development Corporation
Attn: Executive Director
431 East Fayette Street, Suite 375
Syracuse, NY 13202

With Copy to:

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

ARTICLE IV. GENERAL CONDITIONS

A. General Compliance

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

B. Laws and Ordinances Relating to Real Property

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

C. New York State Law

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

D. Prior Agreements

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

E. Survivability of Certain Provisions

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

F. Independent Contractor

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

G. Hold Harmless

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

H. Workers' Compensation

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

I. Insurance

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

J. Amendments

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

K. Prohibited Activities

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

L. Assignability

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

M. Conflicts of Interest

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

N. Displaced Persons

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

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

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

O. Governing Law and Proper Venue of Claims

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

P. Effect of Waiver of Breach

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

ARTICLE V. TERM

The term of this Agreement shall begin as of the date that it is fully executed by the City and the GSPDC, and if not earlier terminated pursuant to the provisions of this Agreement, shall terminate naturally upon June 30, 2023.

ARTICLE VI. DEFAULT AND TERMINATION

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

SIGNATURE PAGE TO FOLLOW

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

City of Syracuse

Greater Syracuse Property Development Corporation

By: _____

Benjamin R. Walsh, Mayor

By: _____

Katelyn Wright, Executive Director

ATTEST:

Patricia K. McBride
City Clerk

STATE OF NEW YORK)

COUNTY OF ONONDAGA)

CITY OF SYRACUSE) SS.:

On this ____ day of _____ 2022, before me personally came BENJAMIN R. WALSH, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that she resides in the City of Syracuse, New York; that she is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that she signed said instrument as Mayor of said City of Syracuse by like authority; that said BENJAMIN R. WALSH further says that she is acquainted with Patricia K. McBride and knows him to be the City Clerk of said City of Syracuse; that the signature of Patricia K. McBride was thereto subscribed pursuant to said Charter.

Notary Public

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

On this _____ day of _____ 2022, before me personally came KATELYN WRIGHT to me known, who, being by me duly sworn, did depose and say that he is the Chair of the Greater Syracuse Property Development Corporation and which executed the above instrument; that he is authorized by the Board of Directors of said corporation to execute the above instrument, and that he signed his name thereto by like order.

Notary Public

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened at 431 E. Fayette Street; Syracuse, NY 13202 on September 20, 2022 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
Nancy Quigg, Vice Chair
Michael LaFlair, Treasurer
Jonathan Link Logan, Secretary
Oceanna Fair

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.: 24 of 2022

**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	___
Oceanna Fair	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 September 20, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 18th day of October, 2022.

Jonathan Link Logan, Secretary



“Schedule A”

September 20, 2022 Sales Summary

1) 109 Willis Ave. – Vacant Single-Family Home

Date Acquired: 03/31/2022

Listed: 05/04/2022

Current List Price: \$83,000

Days on Market: 125

Original List Price: \$90,000

Land Bank’s Minimum Renovation Est: \$67,448

109 Willis Ave. is a large single-family home in the Tipp Hill neighborhood. It has 4 bedrooms, 1.5 bathrooms, a driveway, nice backyard space, and lots of original trim and details throughout the home. Overall the home is in fair condition and due to its size, will require major renovation. It is in the Home Ownership Choice program.

Nicole Broadnax is a first-time homebuyer intending to purchase this home to renovate and use as her primary residence. She has already selected her General Contractor who has assessed the home and completed other renovations of Land Bank properties. Nicole is a full-time employee with the City of Syracuse and will qualify for the Public Employee Discount program. She is very excited to make this house her home for herself and her young daughter.

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

109 Willis Ave. Purchase Offer	
Applicant	Nicole Broadnax
Offer	\$63,000
Plan	Renovate to Owner-Occupy

2) 1511 S. State St. – Vacant Single-Family Home

Date Acquired: 03/31/2022

Listed: 08/09/2022

Current List Price: \$39,900

Days on Market: 28

Original List Price: \$39,900

Land Bank’s Minimum Renovation Est: \$51,474

1511 S. State St. is a single-family home on the Southside. It has 4 bedrooms, 1 bathroom, first-floor laundry, a formal dining room, and living room with fireplace. There is no backyard space and the rear porch will need to be removed or replaced. Overall the home is in fair condition, however will still require significant renovations. This home is in the Home Ownership Choice program.

Kelsey May intends to purchase this home to renovate and re-sell to an owner-occupant. She has purchased from the Land Bank before and has successfully completed whole-house renovations. She plans to tackle some of the work herself and already has a GC lined up to complete the majority of the renovation.

Based on the Land Bank’s disposition policies, staff recommend sale to Kelsey May, subject to an enforcement mortgage to be discharged once the proposed renovations are complete, and the home is resold to an owner-occupant.

1511 S. State St. Purchase Offers	
Applicant	Kelsey May
Offer	\$39,900
Plan	Renovate to Re-Sell to Owner-Occupant

3) 242 W. Ostrander Ave. – Vacant Single-Family Home

Date Acquired: 07/21/2022 Listed: 08/08/2022
 Current List Price: \$24,000 Days on Market: 29
 Original List Price: \$24,000 Land Bank’s Minimum Renovation Est: \$71,054

242 W. Ostrander Ave. is a single-family home on the Southside. It has 1 bedroom and 1 bathroom on the first floor, 3 bedrooms and a half-bath on the second floor, a small formal dining room, large kitchen, a driveway and a nice backyard. It is in the Home Ownership Choice program.

Shantel Henry grew up in the house next door at 240 W. Ostrander Ave. where her parents still live. She currently lives not far from this home. Shantel owns a rental property on the block and is committed to securing a safe neighborhood for her parents. In addition to the rental property she has also fully renovated another home on the block that was resold to an owner-occupant. Shantel has experience with whole-house renovations and she intends to renovate this home to re-sell to an owner-occupant.

Based on the Land Bank’s disposition policies, staff recommend sale to Shantel Henry, subject to an enforcement mortgage to be discharged once the proposed renovations are complete, and the home is resold to an owner-occupant.

242 W. Ostrander Ave. Purchase Offer	
Applicant	Shantel Henry
Offer	\$24,000
Plan	Renovate to Re-Sell to an Owner-Occupant

4) 265 W. Lafayette Ave. – Non-Buildable Vacant Lot

Date Acquired: 10/20/2016
 Dimensions: 33’ x 127’

The Land Bank demolished a dilapidated house at 265 W. Lafayette Ave. this summer using City ARPA funding. Robert C. Adams is an owner occupant at 259 W. Lafayette Ave. He would like to acquire the property for additional yard space. Both adjacent owners were offered a portion of the lot, but only Mr. Adams responded.

“Schedule A”

Based on the Land Bank’s disposition policies, staff recommends sale of 265 West Lafayette Ave. to Robert Adams contingent upon him resubdividing and combining the lot with his adjacent property.

265 W. Lafayette Ave. Purchase Offer	
Applicant	Robert C. Adams
Offer	\$151



5) 210 S. Alvord St. – Buildable Vacant Lot

Date Acquired: 10/20/2015
Dimensions: 70' x 134'

The Land Bank demolished a two-family house at 210 S. Alvord St. in April 2020 using City funds. The adjacent homeowner at 212 S. Alvord St. would like to purchase the lot for additional yard space. She does not have a driveway and at some time in the future she would like to explore installing a driveway here, although the slope on this property makes this challenging. The other adjacent property is a non-conforming 4-unit apartment building in a Residential Class A zone. The slope of the lot makes it an unlikely location for off-street parking for the other neighbor.

Based on the Land Bank’s disposition policies, staff recommends sale of 210 S Alvord St to Dora E. Peterson contingent upon her resubdividing and combining the lot with her adjacent property.

210 S. Alvord St. Purchase Offer	
Applicant	Dora E. Peterson
Offer	\$151

“Schedule A”



6) 178 Milnor Ave. – Non-Buildable Vacant Lot

Date Acquired: 08/31/2022
 Dimensions: Irregularly Shaped

The Land Bank requested that the City foreclose on this irregularly shaped parcel at the request of Harith Alnoamy, who owner-occupies the adjacent house at 887 Salt Springs Rd. Mr. Alnoamy would like to install a fence and landscaping to improve his property.

Based on the Land Bank’s disposition policies, staff recommends sale of 178 Milnor Ave. to Harith Alnoamy contingent upon him resubdividing and combining the lot with his adjacent property.

178 Milnor Ave. Purchase Offer	
Applicant	Harith Alnoamy
Offer	\$151



7) 527 W. Ostrander Ave. – Non-Buildable Vacant Lot

Date Acquired: 11/08/2019
 Dimensions: 33' x 122'

The Land Bank demolished a dilapidated house at 527 W. Ostrander Ave. this summer using City ARPA funds. The adjacent neighbors would like to split the vacant lot. Chris A A Phipps owns 525 W. Ostrander Ave. and his mother lives in the home. He and his mom would like to fence in the lot for additional yard space. Heaustine Baines owns and resides at 529 W. Ostrander. She would also like to install fencing and expand her yard.

Based on the Land Bank’s disposition policies, staff recommends sale of half of the lot to Chris AA Phipps and half of the lot to Heaustine Baines. Sale of both would be contingent upon them resubdividing and combining the portion of the lot with their adjacent property.

527 W Ostrander Ave		
Applicant	Chris A A Phipps	Heaustine Baines
Offer	\$151	\$151



8) 226 McLennan Ave – Buildable Vacant Lot

Date Acquired: 11/29/2018
 Dimensions: 50' x 138'

The Land Bank acquired 226 McLennan Ave. as a vacant lot in 2018. While it is buildable, it is not located in an RNI target area. The adjacent neighbors would like to split the vacant lot. Felicia McBride owns and occupies 232 McLennan Ave. She operates a daycare out of her home and would like to install a fence and expand the play area for the children. Roselyn Hector owns and occupies 222 McLennan Ave. She would like to expand her yard for additional play space for her grandchildren and to plant a garden.

“Schedule A”

Based on the Land Bank’s disposition policies, staff recommends sale of half of the lot to Felicia McBride and half to Roselyn Hector. Sale of both would be contingent upon them resubdividing and combining the portion of the lot with their adjacent property.

226 McLennan Ave. Purchase Offers		
Applicant	Roselyn Hector	Felicia McBride
Offer	\$151	\$151



A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened at 431 E. Fayette Street; Syracuse, NY 13202 on September 20, 2022 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
Nancy Quigg, Vice Chair
Jonathan Link Logan, Secretary
Michael LaFlair, Treasurer
Oceanna Fair

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.: 25 of 2022

**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	___
Oceanna Fair	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 September 20, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 18th day of October, 2022.

Jonathan Link Logan, Secretary

SCHEDULE A

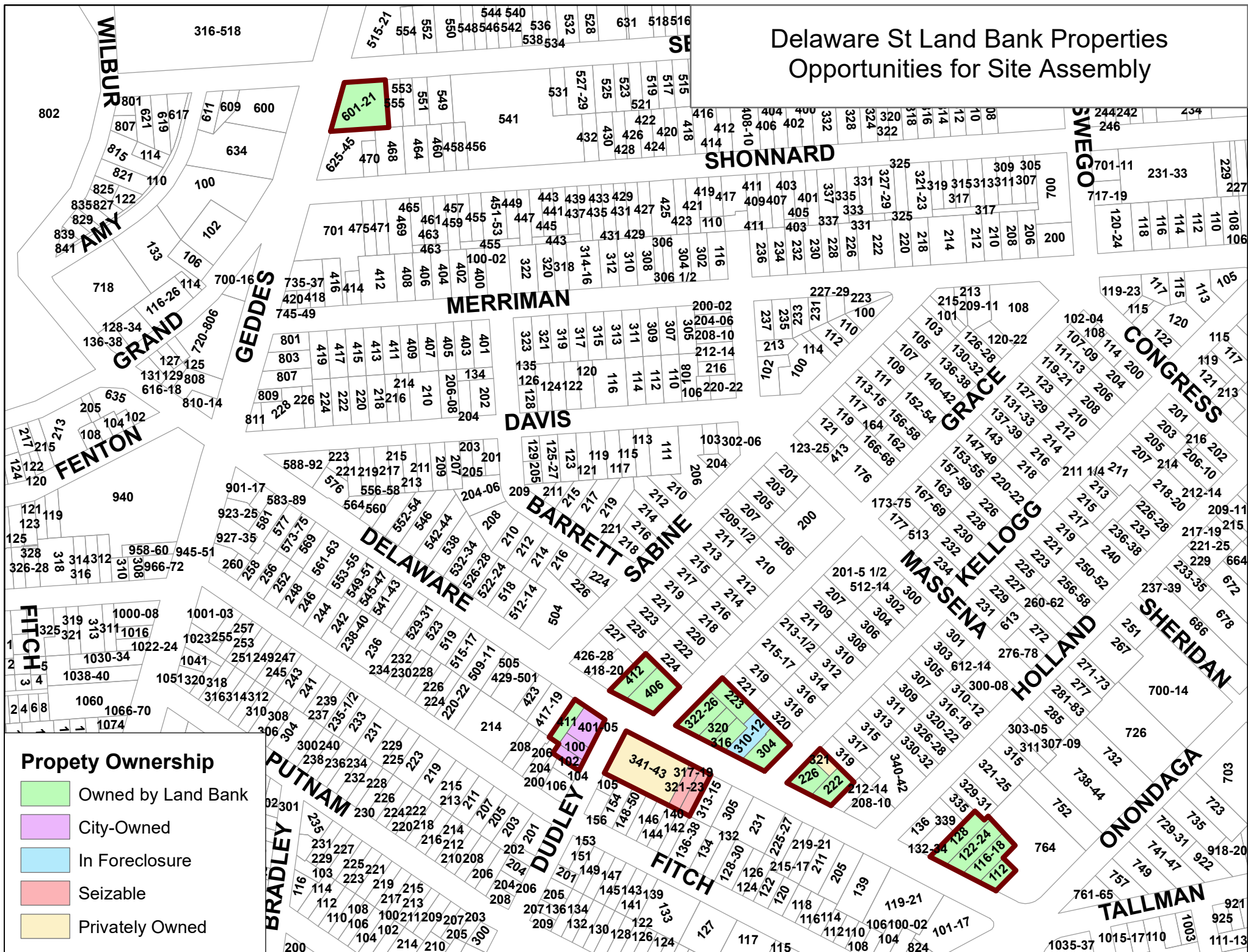
Pnumber	Address	Land Use	Strategy
1128005400	4 Fitch St Rear	Vacant Land	Acquire to control for CPTED targeted work
1131000300	1031-33 S Geddes	Two-Family	Acquire to control for CPTED targeted work
1131000400	1041 S Geddes	Vacant Land	Acquire to control for CPTED targeted work
1131000500	1051 S Geddes	Vacant Land	Acquire to control for CPTED targeted work
0576100800	143-45 Rigi Ave.	Two-Family	Problem Landlord – NBD/Law request
0250003101	118 Lakeview Ave.	Three-Family	Current source of neighbor complaints; Sell as Renovation Candidate

**Summary & Comparison of Proposals for EPA Brownfield Grant Application and Implementation Assistance
September 2022**

	C&S	HRP	Stantec	LaBella
Key staff	Daniel Riker (Buffalo, runs Dept of Envir Services and more than half of the Syracuse staff), Project Mgr; Jordan Berti, Engineer (Syr); Andrew Maxwell, Sr Program Mgr (Syr)	Mark Wright, Sr Project Mgr (Clifton Park); Thomas Seguljic, Principal-in-Charge	Andrea Pedersen, Project Mgr; Steven Campbell, Technical Leader (Rochester); Chris Gdak & Mike Storonsky, Sr Advisors	William Sisco, Syracuse Reg'l Envir Mgr; Mark Gregor, Technical Advisor; Jennifer Gillen, Principal-in-Charge. HQ in Rochester with offices in Syracuse & other Upstate cities.
Track record in obtaining grant funding (20 pts)	Successful EPA BF grant applications in NYS incl Dunkirk, Oswego & Chautauqua Co; plus NYSDEC ERP grants in Cortland, Clay, and Syracuse. All combined total >\$5M. [14]	Secured \$4.7M in BF grant funding for NYS communities in last 2 yrs, incl Greater Mohawk LB, Cities of Troy, Newburgh, and Gloversville, and Fulton, Herkimer & Oneida Counties [17]	Assisted with 480 successful BF grants totaling >\$200M, incl 51 successful EPA BF grants in 2022, totaling nearly \$30M (20% of all funding awarded), incl Rochester, Wayne Co., & GSLB (currently). [19]	Since 2018, 100% of the EPA BF grant proposals LaBella helped clients prepare were awarded; 6 proposals in NYS totaling \$2.1M incl Niagara Co, Seneca Nation [17]
Expertise related to relevant project components (20 pts)	Experience in environmental policies and BF assessment and remediation; GIS mapping to ensure accuracy and reduce costs; project management incl frequent communication & bi-weekly written status reports, presentations, reporting incl M/WBE and annual summary reports, correspondence with EPA re work plans, Ph 1 & 2 ESAs [16]	Experience with application, project management, reporting, Phase I and II ESAs, site inventory & selection, work plans & QAPPS, remediation, reuse & redevelopment strategies; reporting including ACRES, QPRs, & annual reports (SF-425); create comprehensive spreadsheets to track expenditures, costs share, etc. [18]	Applications prepared by experienced lead grant writer and enhanced with support from team members with diverse and specialized technical skill sets, share best practices across EPA regions; familiar with GSLB's inventory and current site selection; completed over 1,000 Phase I ESAs (incl 19 for GSLB) and over 800 Phase II ESAs. [20]	Extensive experience assisting with BF applications, also with Phase I ESAs and working with BOA grants; Syracuse team performs numerous Phase I and Phase II ESAs and BF work for various clients. [15]
Firm & staff experience related to BF assessment, cleanup, & redevelopment planning (20 pts)	Experience with site selection, conducting Phase I & II ESAs for GSLB, preparing work plans & QAPPS, cleanups of small and large BF sites, municipal and private [17]	40 years of experience in BF projects throughout the Northeast; 130 employees, 12 offices including Syracuse & Clifton Park (BF office); \$50M 7yr on-call contract with NYSDEC [18]	40+ environmental specialists in NYS; 100+ funding specialists; total of 22,000 employees in 400 locations; preparing SAPs and QAPPS [19]	Provided comprehensive BF services to municipalities for over 20 years; >50 experienced Environmental Assessment staff complete over 1,000 Phase I ESAs and over 200 Phase II ESAs each year. [17]
Project approach (15 pts)	Review of current guidelines, coordination with GSLB, review existing applications & planning documents, public outreach if needed or desired by LB, draft application submitted to LB two	Dedicated staff develop custom approaches to solve challenges of securing funding, performing necessary assessments, overseeing remediation, and planning for the final redevelopment.	Approach brownfields as revitalization opportunities, not costly cleanup jobs; services incl grant application/funding assistance, public involvement, ESAs, remediation, redevelopment planning,	Full-service BF consulting firm that can provide planning, grant preparation & management, investigation & cleanup services; experience with eligibility issues, site assessment strategies,

	weeks prior to deadline, debrief and resubmittal if needed [14]	Focus on environmental justice & demographics to show BF impact. Partners with qualified WBE planning firm & with qualified market feasibility research firm if needed. [15]	real estate strategy, all disciplines of architecture and engineering, as well as construction/asset management. [14]	creative grant uses, & streamlining approvals will help the GSLB stretch the local impact of the grant. [14]
Demonstrated ability to provide comprehensive & innovative environmental services (15 pts)	Comprehensive approach, experienced team will work with GSLB on grant application and implementation, thorough knowledge of EPA guidelines & BF best practices, BOA program, site remediation and redevelopment; local experience and knowledge of potential project sites [15]	Advocate for clients' interests, actively participating in stakeholder education, project planning, and negotiations; tell the community's story to demonstrate need for funding and demonstrate our ability to manage the funding & achieve project goals [14]	Huge team of experienced professionals to draw on as needed. Build upon GSLB's current BF inventory to identify and characterize documented or suspected brownfield sites for the grant application; provide detailed information on select, high priority sites. [15]	Experience developing environmental solutions tailored to the future use of a contaminated property; experience w/ cost-effective bio-remediation, engineering controls, vapor barriers, and the use of soils management plans to minimize remedial costs. [13]
Cost (10 pts)	No fee for grant application. After that, labor rates range from \$105 to \$205/hr. Engineer/Planner: \$105/hr Environmental Scientist: \$120-150/hr Project Manager: \$205/hr [10]	No fee for grant application. Range of fees to complete other tasks throughout the grant period, from project mgmt. to site inventory & selection, Phase I & II ESAs, and community engagement. [9]	\$2,500 fee for grant application incl EPA debrief and resubmittal if necessary. (There was no charge for these services in previous applications.) After that, labor rates range from \$136 to \$243/hr. [7]	\$4,950 fee for grant application; incl revising initial proposal for resubmission if not awarded. Phase I ESAs -- \$1,500 residential, \$1,950 industrial; Phase II ESAs -- \$3,500-\$7,500; hourly rates provided as well [6]
Final Summary & Point Totals	C&S has experience with EPA and state grants, local knowledge, and potentially lower prices. No fee for application services; C&S prepared GLSB's unsuccessful BF application in 2021. [Total: 86]	HRP is a smaller firm, eager to expand to new markets. No charge for application services (compared to \$2,400 last round). [Total: 91]	Stantec is the largest and most experienced with a global workforce and familiarity with the project, but potentially higher costs. Asking \$2,500 for application preparation (previously there was no fee for this service). [Total: 94]	LaBella is collaborative & partnership-driven, but seems to be least experienced with BF applications & implementation. Highest fee for application services. [Total: 82]

Delaware St Land Bank Properties Opportunities for Site Assembly



Delaware St Land Bank Properties Opportunities for Site Assembly

