



To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd, General Counsel
From: Katelyn Wright
Date: February 17, 2023
Re: Board of Directors Meeting – February 21, 2023

The Greater Syracuse Property Development Corporation will hold a regular meeting of the Board of Directors on **Tuesday, February 21, 2023 at 800 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**
January 17, 2023
- V. Executive Summary & Financial Statements**
- VI. New Business**
 - A. Authorization to sell multiple properties
 - B. Sale of Legacy Cities Cluster
 - C. Acquire Certain Properties from the City of Syracuse
 - D. Enter into a contract with the State of New York for a \$750,000 EPF Grant for Stickley House
 - E. Authorization to apply for Phase II of LBI program
 - F. Amend inventory valuation policy
- 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, February 21, 2023

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: February 21, 2023

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
Annual Meeting of the Board of Directors
6:00 PM Tuesday, January 17, 2023
431 E. Fayette Street, 2nd Floor
Syracuse, NY 13202

Board Members Present: Patrick Hogan, Oceanna Fair, Nancy Quigg, Michael LaFlair, Jonahtan Link Logan
Others Present: Katelyn Wright, John Sidd, Luke Avery-Dougherty, Shavel Edwards, Terri Luckett, Shannon Knickerbocker, Dave Rowe, Joel Kaigler, Daniel Stazzone, and ~50 members of the public and local elected officials

I. Call to order

Pat Hogan called the meeting to order at 6:04 PM and asked for a moment of silence for Brexiale Torres-Ortiz, an 11-year old girl who was shot and killed the night before.

II. Roll Call

Pat Hogan called the roll and noted that all board members were present and thanked Councilors Jimmy Monto and Rita Paniagua and County Legislators Bill Kinne, Mary Kuhn, Peggy Chase, and Ken Bush for attending.

III. Proof of Notice

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

IV. Minutes

Mike LaFlair moved to approve the minutes from December 20, 2022. Nancy Quigg seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO APPROVE THE MINUTES FORM DECEMBER 20, 2022.**

V. Executive Summary & Financial Statements

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

VI. New Business

A. Elect officers and committee members

Ms. Wright explained that the re-elect officers and committee members each January. Mike LaFlair moved to elect a slate of officers and committee members to their existing seats. Oceanna Fair seconded this motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO ELECT A SLATE OF OFFICERS AND COMMITTEE MEMBERS TO THEIR EXISTING SEATS.**

B. Adopt policies and procedures

Ms. Wright explained that public authorities in NYS are required to re-adopt certain policies and procedures annually, and they just re-adopt them all to be on the safe side. Nancy Quigg moved to re-adopt all the Land

Bank's policies and procedures. Mike LaFlair seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY VOTED TO RE-ADOPT ALL THE LAND BANK'S POLICIES AND PROCEDURES.**

C. Authorization to sell multiple properties

Ms. Wright summarized the purchase offers received. There was some discussion of 316 Pine St. Ms. Wright noted that she had reached out to Housing Visions for their feedback and they'd agreed that the character of the neighborhood is changing, as evidenced by the multi-story building immediately south of this proposed project, and that they actually plan to demolish their own building and build multi-story mixed-use in the future. They also noted that the developer has reduced the number of bedrooms per unit since it was last proposed, somewhat alleviating their concerns that it would be most attractive to undergraduate students. Ms. Fair asked if this addresses the concerns raised by Mr. Link Logan and Mr. LaFlair at the previous meeting and they confirmed that it does.

Nancy Quigg moved to authorize the sale of multiple properties. Jonathan Link Logan seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO PASS THE RESOLUTION TO SELL MULTIPLE PROPERTIES.**

D. Authorization to sell 159 Greenland Dr to HHQ

Ms. Wright explained that this was a noncompetitive sale due to HHQ's plan to renovate this for affordable, owner-occupied housing, but that they were willing to pay more than they typically would since this house would otherwise be listed as a fixer upper for over \$30,000. The price is somewhat discounted in light of their plan to develop affordable housing for low-income homebuyers.

Jonathan Link Logan moved to authorize the Land Bank to sell 159 Greenland Drive to Home Headquarters, Inc. for \$26,000. Mike LaFlair seconded the motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO PASS THE RESOLUTION TO SELL 159 GREENLAND DRIVE TO HOME HEADQUARTERS, INC. FOR \$26,000.**

E. Acquire Certain Properties from the City of Syracuse

Ms. Wright explained the Land Bank's strategy for each property listed. Nancy Quigg moved to authorize the Land Bank to acquire certain properties from the City of Syracuse. Jonathan Link Logan seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO PASS THE RESOLUTION TO AUTHORIZE THE LAND BANK TO ACQUIRE CERTAIN PROPERTIES FROM THE CITY OF SYRACUSE.**

F. Relieve the owner of 617 2nd North from the requirement to sell to an owner-occupant

Ms. Wright explained that this house lacks a driveway and has a vacant house next door that is frequently broken into and occupied by squatters, which has made it impossible for this buyer to attract an owner-occupant. She noted that he's had the property on the market since September and is asking a very reasonable price for it and appears to be making a good faith effort to find an owner-occupant buyer. After some discussion, Nancy Quigg made a motion to relieve the owner of 617 2nd North from his obligation to sell to an owner-occupant. Jonathan Link Logan seconded the motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO PASS THE RESOLUTION TO RELIEVE THE OWNER OF 617 2ND NORTH FROM HIS OBLIGATION TO SELL TO AN OWNER-OCCUPANT.**

G. Authorize the Land Bank to purchase 341-34 Delaware Street, 105 Dudley Street, 156 Fitch St, and 154 Fitch St for \$155,000 from Northeastern Conference Corp

Ms. Wright explained that the land bank has been assembling properties in this area for some time now and controls the other three corners of this intersection. This property was recently listed for sale and she was

afraid that an out of town developer would think it sounds like a great deal and purchase it and either do nothing with it once they realize how much work it needs, or do a substandard job of redeveloping it. She explained that it was listed for \$99,000 and that they'd submitted an offer contingent upon board approval with an escalation clause, and that there was a competing bidder for \$150,000, so the Land Bank is able to purchase it for \$155,000. She went on to explain that this large historic building is eligible for listing on the National Register of Historic Places and that they'd want to find a developer who is able to repurpose it for a new use that complements the other projects being planned for Delaware. She noted that their next step will be to complete a Phase I and an asbestos survey.

Pat Hogan noted that this would be a great opportunity to control what happens with a high-profile building and that he appreciates the staff's effort to acquire properties through means other than tax foreclosure.

Jonathan Link Logan moved to authorize the Land Bank to purchase 341-34 Delaware Street, 105 Dudley Street, 156 Fitch St, and 154 Fitch St for \$155,000 from Northeastern Conference Corp. Nancy Quigg seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO PASS THE RESOLUTION TO AUTHORIZE THE LAND BANK TO PURCHASE 341-34 DELAWARE STREET, 105 DUDLEY STREET, 156 FITCH ST, AND 154 FITCH ST FOR \$155,000 FROM NORTHEASTERN CONFERENCE CORP.**

H. Approve change order for 917 Montgomery Roof Replacement

Ms. Wright explained that as they started replacing the roof they found a few areas of structurally compromised steel framing that needed to be replaced and she requested the board's approval of a change order for \$30,400.

Mike LaFlair moved to approve the change order for \$30,400. Oceanna Fair seconded this motion. **ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO PASS THE RESOLUTION TO APPROVE OF A CHANGE ORDER FOR \$30,400.**

VII. Discussion

A. Annual Report

Katelyn Wright presented a report on the Land Bank's 2022 activities. This slide show can be viewed on the Public Reporting page of the Land Bank's website.

VIII. Adjournment

ALL BOARD MEMBERS PRESENT VOTED UNANIMOUSLY TO ADJOURN THE MEETING AT 6:48 PM.



Executive Summary

February 21, 2023 Board of Directors Agenda

I. Executive Summary and Financial Statements

Financial statements through the end of December are attached for your review starting on p. 9 of this packet. These are DRAFT year-end statements as we are still finalizing our 2022 year-end numbers in preparation for our audit, which will begin later this week.

I. New Business

A. Authorization to sell multiple properties

A summary of offers received this month starts on p. 22 of this packet.

B. Sale of Legacy Cities Cluster

We received two purchase offers on a cluster of properties we have listed for sale under the Legacy Cities Access program. These are summarized on p. 28 of this packet.

C. Acquire Certain Properties from the City of Syracuse

These properties and our strategy for each are listed, starting on p. 32 of this packet. Note: These are all on the Near Westside except the two properties on p. 4 of 4 which are in Elmwood.

D. Enter into a contract with the State of New York for a \$750,000 EPF Grant for Stickley House

The NYS Office of Parks, Recreation, and Historic Preservation could not provide me with a copy of the Master Contract that they want us to sign, but I was able to get a copy of the last EPF contract that UNPA signed for Phase I of this project (see p. 36) and they tell me that the terms are largely unchanged. I am seeking the board's approval to enter into this contract, subject to the review and approval of the executive director and legal counsel.

E. Authorization to apply for Phase II of LBI program

The NYS Department of Homes & Community Renewal has released the [request for applicationa for Phase II of the Land Bank Initiative program](#). Applications are due March 13. Applications are capped at \$2 million and we intend to apply for the maximum to fund a mix of demolitions and stabilization projects like we did with ARPA. This program defines stabilization more broadly and it can include projects like we did under ARPA such as roofs, siding, windows, foundation and structural repair, but also environmental testing and remediation. We would only utilize this funding for environmental testing in cases where no other resources are available for this purpose (we are waiting to hear whether the EPA Brownfield Assessment Grant application we submitted in the fall is approved; if it is, those funds will become available in October). We are seeking the board's authorization to apply for \$2 million under Phase II of HCR's LBI program.

F. Amend inventory valuation policy

Annually at year-end we re-examine the value of inventory held on our balance sheet to ensure that the value on the balance sheet conforms to our inventory valuation policy. Each of our 900+ properties is reflected on our balance sheet as the lower of our costs into the property or fair market value. Since we don't get every property appraised, we have a policy outlining how we define fair market value. I'm proposing an amendment to that policy; the track changes are found on p. 83 of this packet. We have numerous vacant lots that were

never listed for sale, but that are under contract for sale to HHQ or Housing Visions, etc. Under the current policy, those would be valued at \$151 each, but for accuracy's sake should be valued at the contract price, which is often anywhere from \$500 - \$5,000 per parcel lot. Our CPAs have confirmed that this is the right approach.

Greater Syracuse Property Development Corporation

Balance Sheet

As of December 31, 2022

	Dec 31, 22	Dec 31, 21
ASSETS		
Current Assets		
Checking/Savings		
10000 · Checking	4,121,079.36	4,615,792.06
Total Checking/Savings	4,121,079.36	4,615,792.06
Accounts Receivable		
11001 · Accounts Receivable	400.00	1,000.00
Total Accounts Receivable	400.00	1,000.00
Other Current Assets		
12400 · Note Receivable - Lodi Street	82,325.84	84,751.25
12001 · Undeposited Funds	15,605.14	7,159.00
12100 · Contract Receivable		
12128 · CNYCF Lead Grant #3	75,000.00	0.00
12127 · City of Syr. 22-23	375,000.00	0.00
12126 · LBI Phase 1	100,000.00	0.00
12125 · CRF '22-23	12,666.67	0.00
12124 · City of Syracuse '21-22	0.00	250,000.00
12123 · City ARPA '21	0.00	2,500,000.00
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	64,636.22
12117 · Save America's Treasures	499,218.91	499,218.91
12111 · EPA_Brownfield_Petroleum	0.00	2,499.80
12110 · EPA_Brownfield_Hazardous	0.00	153,460.09
Total 12100 · Contract Receivable	1,061,885.58	3,519,815.02
12500 · Prepaid Insurance	57,340.81	54,026.88
12900 · Prepaid Expense	12,576.18	15,123.72
Total Other Current Assets	1,229,733.55	3,680,875.87
Total Current Assets	5,351,212.91	8,297,667.93
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	-32,638.17	-31,588.55
Total Fixed Assets	192.77	1,242.39
Other Assets		
18000 · Cost of Properties Held	426,406.65	526,124.41
Total Other Assets	426,406.65	526,124.41
TOTAL ASSETS	5,777,812.33	8,825,034.73
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	68,836.37	529,665.38
Total Accounts Payable	68,836.37	529,665.38
Credit Cards		
20002 · M&T Visa 7079	1,631.51	3,383.47
Total Credit Cards	1,631.51	3,383.47
Other Current Liabilities		
24901 · Sales Tax Payable	268.99	142.65
20600 · FSA Liability	1,301.47	481.00
20900 · 401(K) Liability		

Greater Syracuse Property Development Corporation

Balance Sheet

As of December 31, 2022

	Dec 31, 22	Dec 31, 21
21000 · 401(k) Payable	1,858.70	2,340.42
Total 20900 · 401(K) Liability	1,858.70	2,340.42
20500 · Down Payment on Property Sale	28,877.00	18,500.00
22000 · Accrued Expenses	159,741.63	94,842.75
24100 · Prepaid Rental Income	3,850.00	3,850.00
Total Other Current Liabilities	195,897.79	120,156.82
Total Current Liabilities	266,365.67	653,205.67
Long Term Liabilities		
28000 · Deferred Grant Inflow		
29516 · CNYCF Lead Grant #3	75,000.00	0.00
29515 · City of Syr '22-23	530,582.73	0.00
29514 · LBI Phase 1	100,000.00	0.00
29513 · CRF '22-23	14,000.00	0.00
29511 · City ARPA '21 Stab.	153,137.33	938,163.73
29510 · City ARPA '21 Demo	677,136.28	2,775,342.73
29509 · County '21	226,776.72	96,012.60
29508 · The Castle Project		
29509.1 · CNY Foundation- Staff Adv.	750.00	0.00
29508.8 · National Trust- Consultant	4,000.00	0.00
29508.7 · J.M McDonald Foundation	10,000.00	0.00
29508.6 · Individual Donations	46,379.21	25,653.00
29508.5 · National Trust	3,000.00	15,000.00
29508.3 · Reisman Foundation	26,604.50	30,200.00
29508.1 · CNY Community Foundation	10,895.00	50,000.00
Total 29508 · The Castle Project	101,628.71	120,853.00
29507 · City CARES '21	21,464.98	60,920.36
29505 · Save America's Treasures	499,218.81	499,218.81
29504 · City of Syracuse '20-21	2,864.60	2,864.60
28024 · CRI 2020 Rehab	0.00	300,000.00
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	0.00	1,792.70
29010 · EPA_Brownfield_Hazardous '19-22	0.00	78,607.08
28006 · County Bank Purchase	139,663.91	139,663.91
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	2,559,166.17	5,031,621.97
29500 · Parks Conservancy Grant	3,000.00	1,000.00
Total Long Term Liabilities	2,562,166.17	5,032,621.97
Total Liabilities	2,828,531.84	5,685,827.64
Equity		
32000 · Unrestricted Net Assets	3,139,207.09	2,994,715.49
Net Income	-189,926.60	144,491.60
Total Equity	2,949,280.49	3,139,207.09
TOTAL LIABILITIES & EQUITY	5,777,812.33	8,825,034.73

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

	Dec 22	Jan - Dec 22
Ordinary Income/Expense		
Income		
40041 · The Castle Project		
40041.8 · Individual Donations	0.00	2,058.50
40041.6 · J.M McDonald Foundation	0.00	-10,000.00
40041.5 · National Trust	0.00	12,000.00
40041.3 · Reisman Foundation	0.00	3,595.50
40041.1 · CNY Community Foundation	0.00	39,105.00
Total 40041 · The Castle Project	0.00	46,759.00
40000 · Government Grants		
40048 · LBI Phase 1	0.00	100,000.00
40160 · EPA_Brownfield_Petroleum		
40160.1 · EPA BP - Admin/Developer Fees	0.00	295.73
40160 · EPA_Brownfield_Petroleum - Other	0.00	1,496.97
Total 40160 · EPA_Brownfield_Petroleum	0.00	1,792.70
40150 · EPA_Brownfield_Hazardous		
40150.1 · EPA BH - Admin/Developer Fees	0.00	2,273.05
40150 · EPA_Brownfield_Hazardous - Other	0.00	76,334.03
Total 40150 · EPA_Brownfield_Hazardous	0.00	78,607.08
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	13,782.95	205,100.74
40043 · City ARPA '21 Demo - Other	124,995.70	1,893,105.71
Total 40043 · City ARPA '21 Demo	138,778.65	2,098,206.45
40044 · City ARPA '21 Stab.		
40044.1 · City ARPA '21 Stab Adm/Dev Fees	0.00	63,745.16
40044 · City ARPA '21 Stab. - Other	0.00	721,281.24
Total 40044 · City ARPA '21 Stab.	0.00	785,026.40
41006 · City of Syracuse '22-'23	135,113.00	219,267.27
Total 40010 · City of Syracuse	273,891.65	3,141,955.50
40030 · Admin/Developer's Fee	0.00	31,440.56
40040 · Onondaga County		
40042 · County '21	150.00	116,435.88
40042.1 · County '22	0.00	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	150.00	119,876.23
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	274,041.65	3,773,672.07
41000 · Donated Property	0.00	42,953.00
48000 · Side Lot Application Income	25.00	825.00
49000 · Rental Income	2,662.50	33,950.00
49500 · Sale of Property	195,738.00	1,226,456.20

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

	Dec 22	Jan - Dec 22
Total Income	472,467.15	5,124,615.27
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	1,057.00	16,309.00
50015 · Donated Property Value	0.00	42,953.00
50050 · Debris Removal - Initial	23,480.00	156,237.30
50090 · Renovation Inventory	0.00	96,492.91
50100 · Stabilization	2,129.00	662,731.71
50116 · Survey/Abatement Pre-Reno	0.00	10,550.00
50170 · Architectural Prof. Services	1,593.00	30,660.50
50180 · Land Survey Prof. Services	600.00	27,166.00
50200 · Property Appraisal	325.00	2,050.00
50999 · Spec Reclass to/from Inventory	5,082.98	99,717.76
Total 500VI · Vacant COS Inventorial	34,266.98	1,144,868.18
500PC · Periodic COS		
50025 · Property Materials and Supplies	75.38	12,477.70
50029 · General Inspections	2,993.75	17,757.50
50045 · Pest Exterminations	0.00	1,197.00
50051 · Debris Removal - Periodic	58,950.40	312,579.76
50070 · Lawn Maintenance	92,150.00	369,218.83
50080 · Snow Removal	0.00	19,914.00
50110 · Demolition/Deconstruction	111,500.00	1,718,820.93
50111 · Renovation Expensed	0.00	285,485.82
50117 · Survey/Abatement Pre-Demo	10,013.00	109,102.00
50120 · Permits/Fees	0.00	2,970.25
50130 · Utilities	1,954.38	63,361.22
50190 · Evictions	3,035.89	26,673.39
50205 · Legal & Closing Costs	11,038.92	70,317.84
50220 · Brokerage - Sale	0.00	3,500.00
53100 · Stabilization	0.00	7,090.50
Total 500PC · Periodic COS	291,711.72	3,020,466.74
Total 50000 · Cost of Sales	325,978.70	4,165,334.92
Total COGS	325,978.70	4,165,334.92
Gross Profit	146,488.45	959,280.35
Expense		
61002 · Square Fees	14.86	88.16
61001 · PayPal Fees	0.00	96.96
60604 · Admin/Developer's Fee	0.00	112.50
60000 · Accounting Fees	5,130.00	68,025.00
60100 · Automobile	896.98	10,147.44
60150 · Bad Debt	4,600.00	4,600.00
60200 · Depreciation	87.47	1,049.62
60300 · Legal Fees	1,845.19	28,498.49
60400 · Office Expense	4,095.90	38,983.25
60500 · Payroll		
60535 · Employer 401(K) Match expense		
60540 · Employer 401(k) Match	1,613.62	24,001.41
Total 60535 · Employer 401(K) Match expense	1,613.62	24,001.41
60510 · Salary	44,289.17	508,428.19
60520 · Payroll Taxes	3,272.60	40,251.36
60530 · Employee Health Insurance	5,191.84	54,448.69
60550 · Payroll Processing Fees	1,136.94	13,471.31
Total 60500 · Payroll	55,504.17	640,600.96
60600 · Professional Services	2,950.00	103,867.16
60602 · Relocation Assistance Expense	10,940.64	40,544.00
60603 · Special Assessments Expense	0.00	369.65
60700 · Insurance		
60701 · Property	0.00	-6,417.21

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

	Dec 22	Jan - Dec 22
60702 · Liability	13,960.17	162,177.56
60700 · Insurance - Other	8,585.33	130,345.54
Total 60700 · Insurance	22,545.50	286,105.89
60800 · Telephone	315.55	3,778.35
60900 · Travel	0.00	6,744.67
60905 · Conference/Meeting	0.00	6,640.64
61000 · Bank Service Charge	0.00	15.00
61200 · License and Fees	36.00	431.00
61300 · Events & Marketing	200.00	9,670.66
61400 · Rent Expense	2,309.32	29,372.00
61500 · Interest Expense	0.00	17.79
Total Expense	111,471.58	1,279,759.19
Net Ordinary Income	35,016.87	-320,478.84
Other Income/Expense		
Other Income		
74000 · Sales Tax Vendor Credit	0.00	9.39
70700 · Interest Income - 1800 Lodi St	963.84	6,343.22
70200 · Salvage Income		
70202 · Non-Taxable Sales	102.70	2,562.27
70201 · Taxable Sales	330.56	3,926.30
Total 70200 · Salvage Income	433.26	6,488.57
70600 · Project Extension Fees	18,520.00	119,010.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	0.00	449.66
Total 71000 · Reimbursement Income	0.00	449.66
72000 · Forfeited Down Payment on Sale	1,500.00	3,100.00
79000 · Misc. Income	0.00	1.40
Total Other Income	21,417.10	135,402.24
Other Expense		
80002 · Salvage Labor	0.00	4,850.00
Total Other Expense	0.00	4,850.00
Net Other Income	21,417.10	130,552.24
Net Income	56,433.97	-189,926.60

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

	Jan - Dec 22	Jan - Dec 21
Ordinary Income/Expense		
Income		
40041 · The Castle Project		
40041.8 · Individual Donations	2,058.50	8,200.00
40041.6 · J.M McDonald Foundation	-10,000.00	10,000.00
40041.5 · National Trust	12,000.00	0.00
40041.4 · Gifford Foundation	0.00	45,000.00
40041.3 · Reisman Foundation	3,595.50	19,800.00
40041.2 · Allyn Foundation	0.00	25,000.00
40041.1 · CNY Community Foundation	39,105.00	0.00
40041 · The Castle Project - Other	0.00	1,500.00
Total 40041 · The Castle Project	46,759.00	109,500.00
40000 · Government Grants		
40048 · LBI Phase 1	100,000.00	0.00
44000 · Save America's Grant		
44000.1 · Save America's Admin/Dev. Fees	0.00	7.83
44000 · Save America's Grant - Other	0.00	550.00
Total 44000 · Save America's Grant	0.00	557.83
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	295.73	684.09
40160 · EPA_Brownfield_Petroleum - Other	1,496.97	22,802.57
Total 40160 · EPA_Brownfield_Petroleum	1,792.70	23,486.66
40150 · EPA_Brownfield_Hazardous		
40150.1 · EPA BH - Admin/Developer Fees	2,273.05	7,907.00
40150 · EPA_Brownfield_Hazardous - Other	76,334.03	263,567.01
Total 40150 · EPA_Brownfield_Hazardous	78,607.08	271,474.01
40010 · City of Syracuse		
46000 · City CARES '21		
46100 · City CARES Admin/Dev Fees	1,723.91	40,622.94
46000 · City CARES '21 - Other	37,731.47	411,681.70
Total 46000 · City CARES '21	39,455.38	452,304.64
40043 · City ARPA '21 Demo		
40043.1 · City ARPA '21 Demo Adm/Dev Fees	205,100.74	81,893.91
40043 · City ARPA '21 Demo - Other	1,893,105.71	942,763.36
Total 40043 · City ARPA '21 Demo	2,098,206.45	1,024,657.27
40044 · City ARPA '21 Stab.		
40044.1 · City ARPA '21 Stab Adm/Dev Fees	63,745.16	16,965.00
40044 · City ARPA '21 Stab. - Other	721,281.24	244,871.27
Total 40044 · City ARPA '21 Stab.	785,026.40	261,836.27
41001 · City of Syracuse '19-'20	0.00	13,200.00
41004 · City of Syracuse '20-'21	0.00	10,800.00
41005 · City of Syracuse '21-'22	0.00	500,000.00
41006 · City of Syracuse '22-'23	219,267.27	0.00
Total 40010 · City of Syracuse	3,141,955.50	2,262,798.18
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

No Assurance Provided, All Disclosures Omitted, Other Basis

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

	Jan - Dec 22	Jan - Dec 21
40300 · County CARES '21 - Other	0.00	227,454.57
Total 40300 · County CARES '21	0.00	250,000.03
40042 · County '21	116,435.88	103,987.40
40042.1 · County '22	2,950.00	0.00
41002 · County- Building Stabilization		
41002.1 · County-BS Admin/Developer Fees	44.33	0.00
41002 · County- Building Stabilization - Other	446.02	0.00
Total 41002 · County- Building Stabilization	490.35	0.00
40040 · Onondaga County - Other	0.00	12,235.51
Total 40040 · Onondaga County	119,876.23	366,222.94
40060 · NY Attorney General		
40060.5 · CRI 2020 Rehab	285,485.82	71,646.90
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	3,353.10
Total 40060 · NY Attorney General	300,000.00	102,370.17
Total 40000 · Government Grants	3,773,672.07	3,048,292.32
40950 · Community Donated Funds	0.00	4.00
41000 · Donated Property	42,953.00	66,065.00
48000 · Side Lot Application Income	825.00	775.00
49000 · Rental Income	33,950.00	37,651.00
49500 · Sale of Property	1,226,456.20	1,330,595.59
Total Income	5,124,615.27	4,592,882.91
Cost of Goods Sold		
50000 · Cost of Sales		
500VI · Vacant COS Inventorial		
50010 · Property Purchase Cost	16,309.00	13,297.00
50015 · Donated Property Value	42,953.00	66,065.00
50050 · Debris Removal - Initial	156,237.30	148,885.45
50090 · Renovation Inventory	96,492.91	135,488.89
50095 · Sidewalk Replacement/Repair	0.00	18,205.00
50100 · Stabilization	662,731.71	294,357.20
50115 · Environ. Assess. Inventorial	0.00	720.00
50116 · Survey/Abatement Pre-Reno	10,550.00	0.00
50145 · Title Searches	0.00	7,258.40
50170 · Architectural Prof. Services	30,660.50	41,185.00
50180 · Land Survey Prof. Services	27,166.00	22,875.00
50200 · Property Appraisal	2,050.00	675.00
50990 · Impairment Loss	0.00	373,173.31
50999 · Spec Reclass to/from Inventory	99,717.76	-218,391.77
Total 500VI · Vacant COS Inventorial	1,144,868.18	903,793.48
500PC · Periodic COS		
50025 · Property Materials and Supplies	12,477.70	10,516.82
50029 · General Inspections	17,757.50	19,771.50
50045 · Pest Exterminations	1,197.00	300.00
50051 · Debris Removal - Periodic	312,579.76	207,237.77
50070 · Lawn Maintenance	369,218.83	354,152.27
50080 · Snow Removal	19,914.00	22,753.00
50110 · Demolition/Deconstruction	1,718,820.93	1,364,198.00
50111 · Renovation Expensed	285,485.82	71,646.90
50117 · Survey/Abatement Pre-Demo	109,102.00	68,191.00
50120 · Permits/Fees	2,970.25	0.00
50130 · Utilities	63,361.22	142,102.56
50190 · Evictions	26,673.39	765.00
50205 · Legal & Closing Costs	70,317.84	23,005.60
50220 · Brokerage - Sale	3,500.00	10,667.00
50230 · Sale of Property Closing Costs	0.00	4,000.00
53100 · Stabilization	7,090.50	915.00

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

	Jan - Dec 22	Jan - Dec 21
Total 500PC · Periodic COS	3,020,466.74	2,300,222.42
Total 50000 · Cost of Sales	4,165,334.92	3,204,015.90
Total COGS	4,165,334.92	3,204,015.90
Gross Profit	959,280.35	1,388,867.01
Expense		
61002 · Square Fees	88.16	18.25
61001 · PayPal Fees	96.96	133.40
60604 · Admin/Developer's Fee	112.50	0.00
60000 · Accounting Fees	68,025.00	70,575.00
60100 · Automobile	10,147.44	7,392.46
60150 · Bad Debt	4,600.00	12,750.00
60200 · Depreciation	1,049.62	1,285.67
60300 · Legal Fees	28,498.49	46,126.88
60400 · Office Expense	38,983.25	39,609.08
60500 · Payroll		
60535 · Employer 401(K) Match expense		
60540 · Employer 401(k) Match	24,001.41	24,984.52
Total 60535 · Employer 401(K) Match expense	24,001.41	24,984.52
60510 · Salary	508,428.19	520,523.13
60520 · Payroll Taxes	40,251.36	42,829.21
60530 · Employee Health Insurance	54,448.69	51,324.80
60550 · Payroll Processing Fees	13,471.31	10,237.90
Total 60500 · Payroll	640,600.96	649,899.56
60600 · Professional Services	103,867.16	306,617.86
60602 · Relocation Assistance Expense	40,544.00	13,003.33
60603 · Special Assessments Expense	369.65	7,210.21
60700 · Insurance		
60701 · Property	-6,417.21	0.00
60702 · Liability	162,177.56	162,614.54
60700 · Insurance - Other	130,345.54	119,912.77
Total 60700 · Insurance	286,105.89	282,527.31
60800 · Telephone	3,778.35	4,288.09
60900 · Travel	6,744.67	0.00
60905 · Conference/Meeting	6,640.64	0.00
61000 · Bank Service Charge	15.00	-50.00
61200 · License and Fees	431.00	2,025.00
61300 · Events & Marketing	9,670.66	15,413.88
61400 · Rent Expense	29,372.00	33,321.28
61500 · Interest Expense	17.79	0.00
Total Expense	1,279,759.19	1,492,147.26
Net Ordinary Income	-320,478.84	-103,280.25
Other Income/Expense		
Other Income		
74000 · Sales Tax Vendor Credit	9.39	7.84
73000 · PPP Forgiveness of Debt	0.00	120,095.00
70700 · Interest Income - 1800 Lodi St	6,343.22	6,012.38
70200 · Salvage Income		
70202 · Non-Taxable Sales	2,562.27	6,034.89
70201 · Taxable Sales	3,926.30	3,746.95
Total 70200 · Salvage Income	6,488.57	9,781.84
70400 · Forbearance Income	0.00	12,500.00
70500 · Defaulting on Residency Req.	0.00	8,190.00
70600 · Project Extension Fees	119,010.00	80,302.00
71000 · Reimbursement Income		
71001 · Insurance Reimbursement	449.66	213.80
71000 · Reimbursement Income - Other	0.00	1,698.28

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

	Jan - Dec 22	Jan - Dec 21
Total 71000 · Reimbursement Income	449.66	1,912.08
72000 · Forfeited Down Payment on Sale	3,100.00	13,705.00
79000 · Misc. Income	1.40	65.71
Total Other Income	135,402.24	252,571.85
Other Expense		
80002 · Salvage Labor	4,850.00	4,800.00
Total Other Expense	4,850.00	4,800.00
Net Other Income	130,552.24	247,771.85
Net Income	-189,926.60	144,491.60

DRAFT

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 February 21, 2023 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
Michael LaFlair, Treasurer
Nancy Quigg, Vice Chair
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.: 6 of 2023

**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 February 21, 2023 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 21st day of March, 2023.

Jonathan Link Logan, Secretary



“Schedule A”

February 21, 2023 Sales Summary

1) 1927-29 Midland Ave. – Vacant Three-Family Home

Date Acquired: 08/31/2016

Listed: 09/09/2022

Current List Price: \$5,000

Days on Market: 151

Original List Price: \$9,900

Land Bank’s Minimum Renovation Est: \$129,303

1927-29 Midland Ave. is a three-unit home on the Southside that must be converted to a single- or two-family home to comply with zoning regulations. We used ARPA funds to install a new roof and front porch and remove a fire escape on the front of the house that accessed the illegal third unit. The first and second floors are mostly gutted two-bedroom apartments, with remnants of a third unit in the attic.

Jayson Carrera is a contractor from the Springfield, MA area looking to purchase this home to renovate and operate as a rental. He plans to complete the majority of this work himself. This will be his first purchase in Syracuse.

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

1927-29 Midland Ave. Purchase Offers	
Applicant	Jayson Carrera
Offer	\$5,000
Plan	Renovate to Operate as Rental

2) 139 Hudson St. – Vacant Single-Family Home

Date Acquired: 12/23/2021

Listed: 03/02/2022

Current List Price: \$9,900

Days on Market: 342

Original List Price: \$23,000

Land Bank’s Minimum Renovation Est: \$61,720

139 Hudson St. is a single-family home in the Southwest neighborhood. It has three bedrooms, one bathroom, entry foyer, living room, formal dining room, pantry, an enclosed front porch and open rear porch. This home has water damage, is located within a FEMA floodplain, and will require major renovation.

Aziz Abdelrahman of Sinai Realty Holdings Corp is an experienced local investor who has purchased from the Land Bank before and has successfully completed whole-house renovations. He plans to renovate this home to resell it as his first option, and if there is difficulty selling the home he will operate it as a rental.

Based on the Land Bank’s disposition policies, staff recommend sale to Sinai Realty Holdings Corp, subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

139 Hudson St. Purchase Offer	
Applicant	Sinai Realty Holdings Corp.
Offer	\$9,900
Plan	Renovate to Re-Sell or Operate as Rental

3) 1153 Lemoyne Ave. – Vacant Single-Family Home

Date Acquired: 06/23/2022 Listed: 08/05/2022
 Current List Price: \$27,000 Days on Market: 186
 Original List Price: \$27,000 Land Bank’s Minimum Renovation Est: \$72,959

1153 Lemoyne Ave. is a single-family home on the Northside. Before acquiring this home, the previous owner began a whole-house renovation with a new roof, some new sheetrock, and electric rough-ins. Its current configuration includes two bedrooms and two bathrooms. While this home has some updated features, it will require major renovation and is in the Home Ownership Choice program.

Aziz Abdelrahman of Sinai Realty Holdings Corp is an experienced local investor who has purchased from the Land Bank before and has successfully completed whole-house renovations. He plans to renovate this home to re-sell to an owner-occupant.

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

1153 Lemoyne Ave. Purchase Offer	
Applicant	Sinai Realty Holdings Corp.
Offer	\$27,000
Plan	Renovate to Re-Sell to Owner-Occupant

4) 122 Richardson Ave. – Vacant Two-Family Home

Date Acquired: 12/18/2015 Listed: 08/19/2021
 Current List Price: \$5,000 Days on Market: 537
 Original List Price: \$15,000 Land Bank’s Minimum Renovation Est: \$66,386

122 Richardson Ave. is a two-family home that must be converted to a single-family to conform to zoning regulations. It currently contains 2 two-bedroom apartments. This home will require major renovation.

Aaron Amey of lambrand Individualist Amongst Major Brands, LLC and Kelsey May are planning to purchase this home to renovate and operate as a rental. Aaron is an experienced contractor and Kelsey has purchased from the Land Bank before and has successfully completed whole-house renovations.

Based on the Land Bank’s disposition policies, staff recommend sale to Kelsey May and lambrand Individualist Amongst Major Brands, LLC, subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

122 Richardson Ave. Purchase Offer	
Applicant	Kelsey May and lambrand Individualist Amongst Major Brands, LLC
Offer	\$5,000
Plan	Renovate to Operate as Rental

5) 112-14 Hatch St. – Vacant Single-Family Home

Date Acquired: 10/03/2016 Listed: 10/15/2021
 Current List Price: \$1,000 Days on Market: 480
 Original List Price: \$4,000 Land Bank’s Minimum Renovation Est: \$95,673

112-14 Hatch St. is a single-family home with a double-lot on the Southside. It has four bedrooms, two bathrooms, living room, sitting room with coffered ceiling, and a dining room with coffered ceiling and board-and-batten trim. There is a curved staircase with stained glass window, double-entry, and second staircase in the rear of the home. The house has significant water damage and will require major renovation.

Catherine Green Harris has purchased from the Land Bank before and has successfully completed whole-house renovations. Her husband is a contractor and will be completing the majority of the renovation on this home. They plan to renovate this home to use as their primary residence.

Based on the Land Bank’s disposition policies, staff recommend sale to Catherine Green Harris, subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

112-14 Hatch St. Purchase Offer	
Applicant	Catherine Green Harris
Offer	\$1,000
Plan	Renovate to Owner-Occupy

6) 510 Bear St. – Vacant Single-Family Home

Date Acquired: 06/11/2015 Listed: 11/08/2021
 Current List Price: \$1,000 Days on Market: 452
 Original List Price: \$1,000 Land Bank’s Minimum Renovation Est: Buyer to provide

510 Bear St. is a church built in 1865 in the Washington Square neighborhood, located in residential zoning. It is a brick structure with a central tower, a large open sanctuary space on the upper level with what appear to be original stained-glass windows and pews, and a finished lower level with four points of egress. The property has a driveway and ample space behind the structure. There is significant water damage in the tower and the northwest entry. While the overall structure is in fair condition, the property will require major renovation.

Christian Community Ministries Inc. has submitted a proposal to renovate 510 Bear St. to operate for religious use and deliver community and ministry support services including ENL, ASL, and HSE classes, tutoring and counseling programs, and food services. The church is comprised of two congregations that recently merged, the Northside Nazarene Church and the Community Church of the Nazarene. They are specifically interested in this site because the congregation consists of 157 members and their families that are located on the Northside of Syracuse. They have engaged C&S Companies to create their renovation cost and scope of work.

This contract is contingent upon the buyer securing the remaining funds needed within nine months. They have nearly \$400,000 in cash on hand and estimate the total project cost to be approximately \$650,000. They have identified grants and loans that they will apply for to bridge that gap. Their planned use is allowed by right and won't even require a change of occupancy since this building was most recently utilized as a church.

We have also received a purchase offer from Sonja Aversa, Director of Staff and Educator Effectiveness in the Office of Human Resources in the Syracuse City School District. Her plan is to convert the building into 8 apartments, 2 or 3 of which would be Affordable. Her application includes a total project cost of approximately \$900,000, but I'm also hearing that their projection has more recently increased to about \$1.2 million. We have requested, but not received: 1) an updated budget showing sources and uses (the budget submitted lacks clarity on funding sources – doesn't specify what affordable housing funds will be applied for or the award amount for each that they anticipate, although they have listed a variety of programs that they might apply to), 2) letter of interest or term sheet from a lender, 3) proof of funds for buyer's equity investment in the project, and 4) a better description of their development team's qualifications (her consultant has purchased two properties from the Land Bank previously, one of which is in default and the other reached the point of us filing for foreclosure before they cured the default at the 11th hour and, as far as we can tell, has never completed a subsidized project with all the regulations that entails). This plan will require a use variance since this zoning district allows single- and two-family homes, schools, and churches.

Based on the Land Bank's disposition policies, staff recommend sale to Christian Community Ministries, Inc., subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

510 Bear St. Purchase Offer		
Applicant	Christian Community Ministries Inc.	Sonja Averssa
Offer	\$1,000	\$1,000
Plan	Renovate for Religious use and Community Programs	Convert into 8 apartments

7) 709 and 713 Valley Dr. – Vacant Single-Family Homes

709 Valley Dr.

Date Acquired: 05/31/2018	Listed: 03/14/2022
Current List Price: \$7,500	Days on Market: 330
Original List Price: \$15,000	Land Bank's Minimum Renovation Est: \$91,866

713 Valley Dr.

Date Acquired: 11/08/2019	Listed: 03/14/2022
Current List Price: \$7,500	Days on Market: 330
Original List Price: \$15,000	Land Bank's Minimum Renovation Est: \$92,102

709 Valley Dr. is a single-family home in the North Valley neighborhood with three bedrooms, one bathroom, and an open living/dining room. There is a foundation repair needed and the home has major water damage. It has a double-lot, a driveway and this home has been marketed as a potential package with 713 Valley Dr. for \$10,000.

713 Valley Dr. is a single-family home in the North Valley neighborhood with four bedrooms, 1.5 bathrooms, living room, and small formal dining room. It has a shared driveway and this home has been marketed as a potential package with 709 Valley Dr. for \$10,000.

Itzchak Zivari of AHAVA Holding, LLC is an experienced developer from Long Island. He has many years of experience redeveloping properties and this will be his first purchase in Syracuse. He plans to renovate these homes to re-sell to owner-occupants. He applied a few months ago and the board choose not to consider his offer because he did not adequately describe his real estate experience, his references were from contractors that work for him, and because he'd previously pleaded guilty to financial crimes related a fraudulent scheme involving tax-foreclosure auctions. He has provided a better description of his real estate experience and asks the board to consider that this federal indictment was over 20 years ago.

Based on the Land Bank's disposition policies, staff recommend sale to AHAVA Holding, LLC, subject to an enforcement mortgage to be discharged once the proposed renovations are complete.

709 and 713 Valley Dr. Purchase Offers	
Applicant	Ahava Holding, LLC
Offer	\$10,000
Plan	Renovate to Re-Sell to Owner-Occupants

8) 164 Kenmore Ave – Non-buildable Vacant Lot

Date Acquired: 08/04/2016

Dimensions: 33' x 132'

The Land Bank completed the demolition of a dilapidated single-family house at 164 Kenmore Ave. in September 2022 using ARPA funds. Iris J. Thousand is the owner of the single-family investment property at 200 Kenmore Ave. She would like to acquire the property for additional yard space. She understands that she would be required to extend the existing driveway and eliminate the current illegal front yard parking as a condition of the sale. We offered both adjacent owners a portion of the lot, but only Ms. Thousand was interested.

Based on the Land Bank's disposition policies, staff recommends sale of 164 Kenmore Ave. to Iris J. Thousand contingent upon her resubdividing and combining the lot with her adjacent property.

164 Kenmore Ave. Purchase Offer	
Applicant	Iris J. Thousand
Offer	\$976



9) 132 Culbert St. – Non-Buildable Vacant Lot

Date Acquired: 11/23/2021
 Dimensions: 33' x 110'

The Land Bank completed the demolition of a dilapidated single-family house at 132 Culbert St in January 2022 using ARPA funds. Jessica L. Dykeman and Matthew L. Laty are owner-occupants of the adjacent house at 130 Culbert St. They would like to purchase the property for additional space and possibly to expand their parking area. There is a vacant lot to the west, which is owned 136 Culbert Street; since they already have a double lot, half of 132 Culbert St was not offered to the owners of 136 Culbert St.

Based on the Land Bank’s disposition policies, staff recommends sale of 132 Culbert St to Jessica L. Dykeman and Matthew L. Laty contingent upon them resubdividing and combining the lot with their adjacent property.

132 Culbert St. Purchase Offer	
Applicant	Jessica L. Dykeman and Matthew L. Laty
Offer	\$151



Feb 2023 Applications received for Legacy City Access properties

		203 Elmhurst	125 Elmhurst	1127 W. Colvin	424 Bishop	234 Hunt
	Purchase Price	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 35,000.00	\$ 12,000.00
HHQ						
	Reno costs	\$ 302,570.00	\$ 296,850.00	\$ 287,940.00	\$ 249,440.00	\$ -
	total costs	\$ 391,446.65	\$ 384,611.25	\$ 373,963.80	\$ 351,071.30	\$ -
	sale price	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ -
	total subsidy needed	\$ 261,446.65	\$ 254,611.25	\$ 243,963.80	\$ 221,071.30	\$ -
	gap after Legacy Cities*	\$ 111,446.65	\$ 104,611.25	\$ 93,963.80	\$ 71,071.30	\$ -
Cal Corriders						
	Reno costs	\$ 170,996.09	\$ 178,498.10	\$ 184,232.80	\$ 149,398.00	\$ 192,017.10
	total costs	\$ 244,661.12	\$ 241,890.62	\$ 257,234.56	\$ 234,459.60	\$ 270,304.42
	sale price	\$ 150,000.00	\$ 150,000.00	\$ 160,000.00	\$ 140,000.00	\$ 160,000.00
	total subsidy needed	\$ 94,661.12	\$ 91,890.62	\$ 97,234.56	\$ 94,459.60	\$ 110,304.42

*HHQ already has another \$40k AHC for each house and will apply for subsidies to cover the remaining gap
NBD has stated that they'd look favorably upon an application for City HOME funds for this.

gap between HHQ and

Cal in hard costs \$ 131,573.91 \$ 118,351.90 \$ 103,707.20 \$ 100,042.00

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 February 21, 2023 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.: 7 of 2023

**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 February 21, 2023 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 21st day of March, 2023.

Jonathan Link Logan, Secretary

Schedule A

PNUMBR	FullAddress	occupancy	Strategy	FRONT	DEPTH
1021003200	209 DAVIS ST	Rental Occupied	neglected rental near planned investment	41	132
1021003300		Vacant Land	Land Bank owns 117. Reconfigure 4 lots into 3 - 51.66' lots.	40	132
1021003400	213 DAVIS ST	Vacant Land	Land Bank owns 117. Reconfigure 4 lots into 3 - 51.66' lots.	38	132
1021003500	215 DAVIS ST	Vacant Land	Land Bank owns 117. Reconfigure 4 lots into 3 - 51.66' lots.	38	132
1022005200	523 DELAWARE ST	Rental Occupied	apartment building near all of our planned investment on delaware	45	126
1022007800	560 DELAWARE ST	Residential Vacant	vacant building near all of our planned investment on delaware	42	115
1022007902	564 DELAWARE ST	Vacant Land	combine with 560	0	0
1022006400	577 DELAWARE ST	Parking	combine with 581	0	0
1022006500	581 DELAWARE ST	Parking	combine with 577	0	0
1022005500	537-39 DELAWARE ST	Vacant Land	reconfigure these 3 lots into 2 - 60.5' wide lots	0	0
1022005600	541-43 DELAWARE ST	Vacant Land	reconfigure these 3 lots into 2 - 60.5' wide lots	44	126
1022007400	542-44 DELAWARE ST	Rental Occupied	next to a 50' building site we own	50	186
1022005700	545-47 DELAWARE ST	Vacant Land	reconfigure these 3 lots into 2 - 60.5' wide lots	44	126
1022006600	583-89 DELAWARE ST	Parking	combine with 581	0	0
1022004600	426-28 DELAWARE ST & SABINE ST	Rental Occupied	apartment building near all of our planned investment on delaware	68	117
1124100200	203 DUDLEY ST	Vacant Land	combine with 201, land bank already owns	33	66
1124100400	207 DUDLEY ST	Vacant Land	combine with 209	33	66
1124100500	209 DUDLEY ST & PUTNAM ST	Vacant Land	combine with 207	33	66
1028001200	124 FITCH ST	Vacant Land	land bank owns 126 and 132, can reconfig. 4 lots into 3 - 52' wide lots	33	132
1028002002	142 FITCH ST	Vacant Land	land bank owns 126 and 132, can reconfig. 4 lots into 3 - 52' wide lots	33	129
1028002700	206 FITCH ST	Vacant Land	side lot for 208	0	0
1128002801	225 FITCH ST	Vacant Land	combine with 229	38	132
1128002902	229 FITCH ST	Rental Occupied	neglected rental near planned investment; combine with 225	78	132
1028003800	230 FITCH ST	Vacant Land	combine with 228 which is already owned by the land bank	33	132
1028003900	232 FITCH ST	Vacant Land	combine with 234	33	123
1028004000	234 FITCH ST	Vacant Land	combine with 232	33	123
1128003300	237 FITCH ST	Vacant Land	reconfigure these 3 lots into 2 - 59' wide lots	33	132

Schedule A

PNUMBR	FullAddress	occupancy	Strategy	FRONT	DEPTH
1128003400	239 FITCH ST	Vacant Land	reconfigure these 3 lots into 2 - 59' wide lots	36	132
1028004300	242 FITCH ST	Vacant Land	50' building site	50	132
1128004100	253 FITCH ST	Vacant Land	combine with 255	33	132
1128004200	255 FITCH ST	Rental Occupied	neglected rental near planned investment; combine with 253	33	132
1028004800	256 FITCH ST	Vacant Land	44' building site	44	132
1028001400	128-30 FITCH ST	Residential Vacant	vacant building	55	132
1128003200	235-1/2 FITCH ST	Vacant Land	reconfigure these 3 lots into 2 - 59' wide lots	49	132
1028004200	238-40 FITCH ST	Vacant Land	50' building site	50	132
1031001000	901-17 GEDDES ST S & DELAWARE ST	Mixed-Use Occupied	mini-mart; façade improvements needed	89	91
1032003700	433 GIFFORD ST	Residential Vacant	vacant building - land bank owns 431; combine 3 in a row for 2 building sites	33	132
1032003800	435 GIFFORD ST	Vacant Land	land bank owns 431; combine 3 in a row for 2 building sites	0	0
0832009100	625 GIFFORD ST	Rental Occupied	declared unfit; demo and combine with 621 which we already own	33	132
1034004800	224 GRACE ST	Vacant Land	combine with 406 and 412 Delaware	0	0
1034000100	107-09 GRACE ST	Vacant Land	50' building site	50	132
1034000500	127-29 GRACE ST	Vacant Land	50' building site	50	132
1034001300	167-69 GRACE ST	Vacant Land	50' building site	50	132
1034001400	173-75 GRACE ST	Vacant Land	combine with part of 513 Massena; 50' building site	50	100
1034001501	177 GRACE ST & MASSENA ST	Rental Occupied	neglected rental near planned investment	55	88
1040006200	311 HOLLAND ST	Vacant Land	land bank owns 307 in the middle, reconfigure these three to make 2 - 53' lots	33	148
1040002100	138-40 HOLLAND ST	Vacant Land	50' new build site	50	132
1040002600	209-11 HOLLAND ST	Vacant Land	55' new build site	55	102
1040004800	226-28 HOLLAND ST	Residential Vacant	vacant building	50	115
1040003200	233-35 HOLLAND ST	Vacant Land	45' new build site	45	132
1040006000	303-05 HOLLAND ST	Vacant Land	land bank owns 307 in the middle, reconfigure these three to make 2 - 53' lots	40	132
1040007300	320-22 HOLLAND ST	Vacant Land	combine with 316 land bank already owns	50	132
0844000401	347-51 JEFFERSON ST W REAR	Vacant Land	Steripharma has been asking for this landlocked parcel next to their parking lot for YEARS	34	151
1047000700	113 KELLOGG ST	Vacant Land	50' building site	50	132
1047001401	120 KELLOGG ST	Rental Occupied	neglected rental	95	110

Schedule A

PNUMBR	FullAddress	occupancy	Strategy	FRONT	DEPTH
1047004000	212 KELLOGG ST	Vacant Land	50' building site	50	132
1047004100	214 KELLOGG ST	Vacant Land	50' building site	50	132
1047007000	316 KELLOGG ST	Vacant Land	50' building site; next to another 50' building site we already own	50	132
1047003500	200 KELLOGG ST & CONGRESS	Vacant Land	55' building site	55	94
1057000200	110 MASSENA ST	Vacant Land	combine with 417 and 419 Shonnard	44	66
1057001501	513 MASSENA ST	Rental Occupied	rental	44	105
1057000700	204-06 MASSENA ST	Vacant Land	combine with 27' lot we already own next door	37	100
1060003000	235 MERRIMAN AVE	Vacant Land	we already own 233, could put one new home on each	50	110
1060005800	321 MERRIMAN AVE	Rental Occupied	rental	50	132
1060009400	416 MERRIMAN AVE	Vacant Land	50' building lot	50	132
1060005900	323 MERRIMAN AVE &	Rental Occupied	rental	50	132
1060003100	237 MERRIMAN AVE & MASSENA ST	Rental Occupied	neglected rental near planned investment	50	110
1172001500	114 PUTNAM ST	Vacant Land	combine with 116	33	132
1172001600	116 PUTNAM ST	Vacant Land	combine with 114	33	132
1172004700	212 PUTNAM ST	Rental Occupied	land bank owns 2 parcels on either side; this would give us five in a row	33	132
1172003800	223 PUTNAM ST	Vacant Land	combine with 225 to create a 66' building site	33	132
1172003900	225 PUTNAM ST	Vacant Land	combine with 223 to create a 66' building site	33	132
1172005800	234 PUTNAM ST	Vacant Land	combine with 236 which the land bank already owns to create a 66' building site	33	132
1079001400	110 SABINE ST	Residential Vacant	vacant building - merge with adjacent land bank lots	50	75
1079002800	217 SABINE ST	Vacant Land	50' building site	50	132
1079004300	226 SABINE ST	Rental Occupied	neglected rental near planned investment	44	114
0881103600	438 SEYMOUR ST	Vacant Land	combine with 440	0	0
0881103700	440 SEYMOUR ST	Vacant Land	combine with 438	0	0
0881105200	521 SEYMOUR ST	Rental Occupied	this is between two vacant lots we already own	33	132
1082004300	212 SHONNARD ST	Vacant Land	between two lots we already own	44	132
1082004500	216 SHONNARD ST	Residential Vacant	vacant building	44	132
1082005600	240 SHONNARD ST	Vacant Land	next to a demo we already own; take down 236 and reconfigure these into 2 - 60.5' lots	38	132
1082008500	411 SHONNARD ST	Vacant Land	sell to owner-occupant at 413	33	132
1082009800	437 SHONNARD ST	Rental Occupied	we sold to this landlord; lets put pressure on him to pay his taxes	33	152

Schedule A

PNUMBR	FullAddress	occupancy	Strategy	FRONT	DEPTH
1326004500	202 Elmhurst Ave	Vacant Land	merge with 204 which we just demo'd and 206 and create two 54.5' building lots	33	105
1326004700	206 Elmhurst Ave	Vacant Land	merge with 204 which we just demo'd and 202 and create two 54.5' building lots	37.5	105



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 February 21, 2023 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
Michael LaFlair, Treasurer
Nancy Quigg, Vice Chair
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.: 8 of 2023

**RESOLUTION AUTHORIZING THE GSPDC TO
CONTRACT WITH THE NYS OFFICE OF PARKS,
RECREATION, AND HISTORIC PRESERVATION
FOR A \$750,000.00 GRANT TO SUPPORT THE
RESTORATION OF THE GUSTAV STICKLEY
HOUSE "PHASE 2"**

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

WHEREAS, the GSPDC applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under the Environmental Protection Fund grant program for the purpose of funding the Gustav

Stickley House Restoration – Phase 2, as described in the grant application (“Project”); and

WHEREAS, OPRHP awarded, under certain terms and conditions, GSPDC financial assistance under the Environmental Protection Fund grant program for the Project in the amount of \$750,000.00 (“Grant”); and

WHEREAS, GSPDC desires to accept the Grant for the Project under the terms and conditions set forth by OPRHP; and

WHEREAS, the Bylaws of GSPDC and Article 16 of New York Not-For-Profit Corporation Law 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;

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 authorized and directed to accept the Grant for the Project.

Section 3. The GSPDC agrees to the terms and conditions of the Grant as set forth in the Master Contract with OPRHP for the Project.

Section 4. The GSPDC shall agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to the real property on which the Project is located, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant.

Section 5. The Executive Director and Board Chair are each independently authorized, on behalf of GSPDC, to execute and deliver the Master Contract and any amendments thereto, any required deed of easement, and any other certifications in form and content agreeable to counsel, with such changes, variations, omissions and insertions thereto as the Executive Director or Board Chair shall approve, the execution thereof by the Executive Director or Board Chair to constitute conclusive evidence of such approval.

Section 6. 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 Grant.

Section 7. 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 the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the Board of Directors of this Corporation, at a meeting of the Board duly and regularly held on February 21, 2023, at which quorum was present throughout, and the required majority of Directors voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of February, 2023.

Jonathan Link Logan, Secretary

Subscribed to before me this
_____ day of _____, 2023

NOTARY PUBLIC



Parks, Recreation and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

22 March 2016

Mr. David S. Michel
University Neighborhood Preservation Association, Inc.
230 Westminster Avenue
Syracuse, New York 13210

Re: Project Number: EPF #128705
Contract Number: C128705
Project Name: Gustav Stickley House

Dear Mr. Michel:

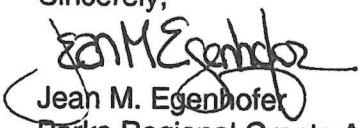
Enclosed for your file is an approved Master Contract between the University Neighborhood Preservation Association, Inc. and the New York State Office of Parks, Recreation and Historic Preservation (State Parks) for the Gustav Stickley House project.

Please reference "Attachment D – Payment and Reporting Schedule" of this Master Contract for instructions regarding submission of payment requests. The University Neighborhood Preservation Association, Inc. will be allowed periodic requests for reimbursement during construction of the project. A final reimbursement of 10% of the grant award will be released after the project has been completed and all required documentation is provided to State Parks. Release of the first reimbursement will be contingent upon satisfaction of *clear title review* by the Office of the State Attorney General on the donation and transfer of ownership of the property to University Neighborhood Preservation Association.

A second requirement of the first reimbursement is displaying of the project sign at the project site noting the State's assistance to the project. The project sign should be displayed immediately after your organization assumes ownership of the property. The project sign shall remain in place until disbursement of the final reimbursement. Photographic evidence that the project sign has been displayed at the project site is required with the submission of the first reimbursement request. Sign specifications and ordering information is enclosed.

The University Neighborhood Preservation Association, Inc. previously inquired about assigning Home Headquarters as the assigned payee of the grant funds. Now that the Master Contract is fully executed, should you still wish to have the grant funds released to Home Headquarters, please complete the enclosed **Assignments** form and mail to the Office of the State Comptroller. Please notify State Parks when you send the form to the Office of the State Comptroller.

Sincerely,


Jean M. Egenhofer
Parks Regional Grants Administrator

Enclosures

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR: University Neighborhood Preservation Association, Inc.

By: David S. Michel
David S. Michel
 Printed Name

Title: President

Date: Nov 12, 2015

STATE AGENCY: New York State Office of Parks, Recreation and Historic Preservation

By: Melinda Scott
Melinda Scott
 Printed Name

Title: Deputy Commissioner for Administration and Finance

Date: 2/4/16

University Neighborhood Preservation Association, Inc.

STATE OF NEW YORK

County of Onondaga

On the 12th day of November in the year 2015 before me personally appeared David S. Michel to me known, who being by me duly sworn, did depose and say that he/she resides at Syracuse, NY that he/she is the President of the UNPA, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) Kelley A. Guyder

KELLEY A. GUYDER
 Notary Public, State of New York
 No. 01GU6118227
 Qualified in Onondaga County
 Commission Expires November 1, 2016

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

APPROVED AS TO FORM
 NYS ATTORNEY GENERAL
 Printed Name
FEB 08 2016
 Title: Benjamin L. Maggi
 BENJAMIN L. MAGGI
 ASSISTANT ATTORNEY GENERAL
 Date: _____

APPROVED
 DEPT. OF AUDIT & CONTROL
 Printed Name
FEB 12 2016
 Title: Robert R. [Signature]
 Date: _____
 FOR THE STATE COMPTROLLER



Parks, Recreation and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

6 November 2015

Mr. David S. Michel
President
University Neighborhood Preservation Association, Inc.
230 Westminster Avenue
Syracuse, New York 13210

M/WNE 6/15/15
MDE 139
WDE 179

Re: Project Number: EPF #128705
Contract Number: C128705
Project Name: Gustav Stickley House

Dear Mr. Michel:

Enclosed is a copy of the Master Contract between the University Neighborhood Preservation Association, Inc. (UNPA) and the New York State Office of Parks, Recreation and Historic Preservation (State Parks) for the above referenced project, along with six (6) additional Master Contract signature/notary pages and one (1) DRAFT Preservation Covenant. Please read carefully the Master Contract to become aware of all conditions that apply to this project and the grant funds, specifically Attachment A-1: Program Specific Terms and Conditions. It is important that you are aware that Environmental Protection Fund monies are subject to re-appropriation yearly within the State fiscal budget and the potential for lapsing funds exists.

The draft Preservation Covenant is provided to you at this time for informational purposes only. When UNPA acquires ownership of the Gustav Stickley House, the deed information will be added to the document and resent for signature. The term of the Preservation Covenant will be in perpetuity from the date of recording of the document.

I recommend you pay particular attention to Attachments B through E of the Master Contract for all program requirements that pertain specifically to your project and for requirements that must be satisfied prior to full execution of this document.

As a component of this grant, State Parks acknowledges the plan of acquisition as presented in the letter dated 3/23/2015 from the Everson Museum of Art. In this plan, the ownership of the Gustav Stickley House will be transferred to UNPA to complete Phase 1 of work; which is acknowledged in a letter from UNPA to State Parks on 6/15/2015. At the completion of Phase 1, the Onondaga Historical Association (OHA) will acquire the property and will assume responsibility for finalizing restoration, subsequent operation and maintenance of the property as affirmed in the letter to State Parks dated 3/30/2015 and in the OHA Board Resolution adopted on 3/11/2015. The transfer of the Gustav Stickley House as described above will not need to seek any additional approvals from State Parks.

To execute the Master Contract, please sign and notarize the following documents where highlighted and return all copies. The Master Contract is for your file until a fully executed and approved copy is available.

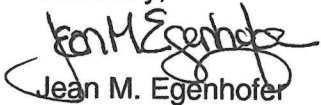
- Six (6) Master Contract for Grants – Signature Page: sign and notarize
- Progress Reports: In accordance with Attachment D – Payment and Reporting Schedule, Progress Reports are due quarterly, upon contract approval: January 1, April 1, July 1, October 1, until completion. The first Progress Report will be due January 1st

The University Neighborhood Preservation Association, Inc. will also be required to provide an *Agreed Upon Procedure Review* of the grant performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy at the completion of the project. A sample *Agreed Upon Procedure Review* is provided to assist the auditor in satisfying this requirement.

As you are aware, a project sign noting the State's assistance to this project is a requirement of the program and first payment. Therefore, enclosed is a project sign specifications sheet illustrating size, design, color and optional vendor. The project sign should be immediately displayed after the property is transferred to UNPA in a prominent location and in accordance with Attachment E of this Master Contract, the project sign shall remain in place until disbursement of the final reimbursement. Please include a photograph of the sign prominently displayed with the first payment request.

As always, if you should have any questions, please do not hesitate to call me at 315/492-1756 or contact by email: jean.egenhofer@parks.ny.gov

Sincerely,



Jean M. Egenhofer
Parks Regional Grants Administrator

Cc: Grants – OPRHP/Albany

Enclosures: 1 Master Contract
 6 Master Contract signature/notary pages
 1 Preservation Covenants
 4 Progress Reports
 1 Sample Agreed-Upon Procedures Report
 1 Sign Specifications Sheet

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Office of Parks, Recreation and Historic Preservation Albany, New York 12238 (For USPS Mail) 625 Broadway Albany, New York 12207 (For Physical Delivery)	BUSINESS UNIT/DEPT. ID: 1290000 CONTRACT NUMBER: C128705 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: University Neighborhood Preservation Association, Inc.	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: University Neighborhood Preservation Association, Inc.	PROJECT NAME: Gustav Stickley House
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1100038262 Federal Tax ID Number: 16-1383908 DUNS Number (if applicable):	AGENCY IDENTIFIER: Environmental Protection Fund - HP EPF-128705 CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 230 Westminister Avenue Syracuse, NY 13210 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☐ Municipality, Code: ☐ Tribal Nation ☐ Individual ☒ Not-for-Profit Charities Registration Number: 04-66-67 Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 12/18/2012 To: 12/17/2017 CURRENT CONTRACT PERIOD: From: 12/18/2012 To: 12/17/2017 AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount): CURRENT: \$500,000.00 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
--	---

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|--|
| ☐ Attachment A:

☐ Attachment B:

☒ Attachment C: Work Plan
☒ Attachment D: Payment and Reporting Schedule
☒ Attachment E: Special Conditions and Requirements | ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

☐ B-1 Expenditure Based Budget ☐ B-2 Performance Based Budget
☒ B-3 Capital Budget ☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment) |
|--|--|

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR: University Neighborhood
Preservation Association, Inc.

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY: New York State Office of
Parks, Recreation and Historic Preservation

By: _____

James Del Belso
Printed Name

Title: Director, Financial Administration

Date: _____

University Neighborhood Preservation Association, Inc.

STATE OF NEW YORK

County of _____

On the ____ day of _____ in the year ____ before me personally appeared _____,
to me known, who being by me duly sworn, did depose and say that he/she resides at _____,
that he/she is the _____ of the _____, the contractor
described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the
contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

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1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:
 - a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
 - (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
 - (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
 - (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
 - (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
 - (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).
 - b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

- 1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

- 1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of

\$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS ENVIRONMENTAL
PROTECTION FUND

I. Agency Specific Terms and Conditions

- A. The Program Office, Designated Payment Office and Designated Refund Office shall be the STATE AGENCY identified on the face page. Document submission and inquiries should be directed to the Regional Grant Administrator for the Contractor's county of operations.**
- B. For purposes of notice, the Contractor's designee shall be the CONTRACTOR DOS INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.**
- C. Payment shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.**
- D. Special Conditions and Requirements specific to the project, including the timeline for submission of required documents and reports, are contained in Attachment E (Special Conditions and Requirements)**
- E. Changes to Budget and Program Work Plan.** Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(B) of this Master Contract.
- F. Procurement.** All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.
1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.
 2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.
- G. The Contractor and all users of this contract are strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses as subcontractors, suppliers, and in other supporting roles. The Contractor will be required to identify and describe New York State businesses used and the value of subcontracts and supply contracts.**
- H. New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") Participation.** Providing equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women- owned business enterprises (MWBEs) are a

M. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

N. Prohibition on Purchase of Tropical Hardwoods. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

O. MacBride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

P. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

Q. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

R. Iran Divestment Act. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

II. Program Specific Terms and Conditions

- A.** Funding for this project is provided pursuant to the terms of the **Environmental Protection Act**, Title 9 of Article 54 of the Environmental Conservation Law, and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.
- B. Retroactive funding.** Notwithstanding the provisions of Section III(A)(2) of this Master Contract, program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.
- C.** Notwithstanding the provisions of Section III(C)(4) of this Master Contract, the State will **withhold ten percent (10%)** of the Contract Funding Amount identified on the face page of this Master Contract as security until all terms and conditions of this Master Contract have been satisfied by the Contractor to the satisfaction of the State.
- D. Project Sign.** At the commencement of the work described in the Work Plan, the Contractor shall erect a sign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).
- E. Public Benefit Requirements.**

1. In order to ensure a public benefit accrues from a capital project that is being funded the Contractor shall:

- a) Afford the public reasonable access to or use of the project as specified by the State;
- b) Not impose a fee for use of or access to the project without the prior written approval of the State;
- c) Own or hold by lease or maintain and operate the project as specified by the State;
- d) Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;

- e) Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and
 - f) Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.
2. Additional public benefit requirements specific to this project, including the term length and legal mechanism for enforcing any restriction, are set forth in Attachment E.
 3. Parkland acquired or improved by a municipality shall not be sold, leased, exchanged or otherwise disposed of (collectively, "disposed of") or converted to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other land of equal fair market value and reasonably equivalent usefulness and location to that being disposed of or converted, and such other requirements as shall be approved by the State.
 4. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a conservation easement to be held by the State and shall not be disposed of except to the State, a local government unit or another qualifying tax exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of land acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.
- F.** It is the Contractor's responsibility, pursuant to Sections 57 and 220(8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation and Disability Benefits Insurance coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Master Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.
- G. Archeology.** In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.
- H. Preservation of Historic Properties.** It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Master Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995*, *The Secretary of the Interior's Standards and Guidelines for Archeological Documentation* or any other applicable *Secretary of the Interior's Standards* (collectively referenced as *STANDARDS*), which are available from the State.
- I. Planning Requirements.**
1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
 2. Any documents developed under this Master Contract shall include recognition of funding through the

J. Construction Requirements. If the Project described in this Master Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Master Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.
2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101- 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I)(Code (parts 1219-1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

K. Post-Completion Requirements. Following completion of the project, the Contractor shall be responsible for maintaining project records. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to audit records and inspect the project and property for compliance.

ATTACHMENT C – WORK PLAN

PROJECT NAME: Gustav Stickley House

CONTRACTOR/SFS PAYEE NAME: University Neighborhood Preservation Association, Inc.

CONTRACT PERIOD: From: 12/18/2012

To: 12/17/2017

PROJECT DESCRIPTION: The University Neighborhood Preservation Association (UNPA) is partnering with the L. & J.G. Stickley Company to acquire the Gustav Stickley House in Syracuse, and to develop it as a historic house and museum gallery satellite.

**ATTACHMENT B-3
CAPITAL BASED BUDGET**

PROJECT NAME: Gustav Stickley House

CONTRACTOR/SFS PAYEE NAME: University Neighborhood Preservation Association, Inc.

CONTRACT PERIOD: From: 12/18/2012

To: 12/17/2017

CATEGORY OF EXPENSE	TOTAL	GRANT FUNDS	MATCH FUNDS	OTHER FUNDS
Administration to include: Audit, Grant Administration, Sign	\$5,000.00			
Acquisition to include: Donation of Property - \$84,000.00 Abstract, Legal, Appraisal, Survey, Title Insurance	\$92,400.00			
Development/Construction to include: Roof Stabilization, Carpentry, Masonry, Exterior Rehabilitation and Restoration, Hazardous Materials and Asbestos Abatement, Windows and Doors, Painting	\$595,000.00			
TOTAL	\$692,400.00	\$500,000.00	\$192,400.00	

Grant funds will reimburse up to 75% of total eligible project costs, or \$500,000.00, whichever is less.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of __ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (___%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than __ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement

Due date _____

☐ Monthly Reimbursement

Due date _____

☐ Biannual Reimbursement

Due date _____

- ☐ Fee for Service Reimbursement
Due date _____
- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____
- ☒ Interim Reimbursement as Requested by Contractor; up to 90% of grant award.
Final 10% upon approval of final report

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☒ Narrative/Qualitative Report

The Contractor will submit, ~~on a quarterly basis, not later than days from the end of the quarter,~~ on dates indicated in Table I, interim reports as the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)¹⁰

¹⁰ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

- ☒ The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Reports	Quarterly, upon Contract Approval	January 1, April 1, July 1, October 1, until completion
Monitoring Reports	Current Contract Term	See "II. Schedule" in Attachment E for Milestones
Interim/Performance Expenditure Reports	Current Contract Term	As expenditures accrue
Final Report – Closeout Documentation	Current Contract Term	90 days after the end date of the contract period

ATTACHMENT E
SPECIAL CONDITIONS AND REQUIREMENTS

I. Project Specific Requirements

A. With the execution of this Master Contract, the CONTRACTOR shall erect a 28"x20" project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place until disbursement of the final reimbursement. Photographic documentation that the project sign has been erected at the project site will be required prior to submission of the first Interim/Performance Expenditure Report.

B. The CONTRACTOR will consult with the STATE's Historic Preservation Office (SHPO) before finalizing any plans for and/or designs of development of existing features at the involved properties. Such features include buildings, structures, topography (the height, depth or shape of natural or man-made ground features), vegetation (hedges, fields, wood lots), circulation components (roads, paths, trails, parking areas), natural and man-made water features, and site furnishings and objects. Materials describing existing conditions (photographs and written narratives) will be submitted for SHPO review; subsequently, information regarding proposed work (drawings, written narratives, technical materials) also might be required. SHPO approval must be on file with the STATE prior to commencement of work on the project or the submission of an Interim/Performance Expenditure Report.

C. The CONTRACTOR will consult with the STATE's Historic Preservation Office (SHPO) prior to undertaking any ground-disturbing activity (e.g., trenching, grading, demolition, new construction). Unless substantial ground disturbance can be documented, an archeological survey might be required. Documentation of prior ground disturbance, or the results of archeological testing, must be reviewed and approved by the SHPO before ground-disturbing activity occurs. SHPO approval must be on file with the STATE prior to commencement of work on the project or submission of an Interim/Performance Expenditure Report.

D. Pursuant to Section 441.1(b) of the Rules and Regulations for the Environmental Protection Act of 1993, eligible acquisition projects shall include acquisition within one year prior to the application deadline. For purposes of this MASTER CONTRACT, the retroactive window opened July 16, 2011.

E. The CONTRACTOR shall provide documentation of clear title to the satisfaction of the Attorney General prior to the commencement of work on the project or submission of an Interim/Performance Expenditure Report. Requirements for clear title certification are available from the STATE.

F. In order to assure the preservation of the historic resource, the CONTRACTOR agrees to execute, record, and keep in effect an agreement conveying a Preservation Covenant to the STATE or such others as the STATE deems appropriate. The entity acquiring the Preservation Covenant and the form of the document shall be subject to the approval of the STATE. The Preservation Covenant must not be subordinate to any other security interest in the property including, but not limited to, purchase money mortgages. The agreement shall be binding upon the CONTRACTOR in perpetuity from the date of the recording of the Preservation Covenant. A copy of the Preservation Covenant indicating the Liber and Page or Electronic Recording number must be on file with the STATE prior to submission of an Interim/Performance Expenditure Report.

E. The CONTRACTOR agrees to permit the public to have access to the subject property as follows: Since the SUBJECT PROPERTY is visible from a public right-of-way, but the interior of the SUBJECT PROPERTY is not generally accessible to the public, specifically the first floor public spaces. The CONTRACTOR agrees that the SUBJECT PROPERTY will be open to the public at reasonably spaced intervals a minimum of 12 times a year (i.e., once a month; six weekends during the summer; etc.) in perpetuity from the date of the recording of the Preservation Covenant. A public notice shall be placed in an appropriate local paper or a sign placed on the site in public view one week prior to and on the day of public access.

F. As part of the Final Report, this project requires an Agreed Upon Procedure Review of the grant performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

II. Schedule

A. The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date as specified on the Face Page. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

MILESTONE	TIMEFRAME
Progress Reports	Quarterly (January 1, April 1, July 1, October 1) from contract approval to project completion
Acquisition of Property	Pursuant to the Rules and Regulations of the Environmental Protection Act of 1993
Documentation of Clear Title as required by the Attorney General's Office	Upon Acquisition of the Property and Prior to 1 st Payment/Interim/Performance Expenditure Report
Proof of Recordation of Restriction with the County. Restrictive documents must be recorded with the deed. Recording information must include the Date of recording, as well as the Liber and Page Number, or Electronic Instrument Number.	Prior to, or as part of, the 1 st Payment/Interim/Performance Expenditure Report
Satisfaction of Archaeological Concerns	Prior to starting the Bidding Process
Review of plans and specifications by the State	Prior to starting the Bidding Process

Historic Preservation Office (SHPO) and/or the Regional Grants Administrator (RGA)	
Construction Bidding Process Commences	Upon notice of Approval by the STATE
Bid Award	Upon notice of Approval by the STATE
M/WBE Utilization Plan	Upon notice of Approval by the STATE
Start of Construction	Upon notice of Approval by the STATE
M/WBE Required Reports: Cumulative Payment Statements	ONGOING – To accompany Interim/Performance Expenditure Reports
Reimbursements	ONGOING – As expenditures accrue for costs incurred for the project as outlined in the related Attachments, and satisfaction of all program requirements
Project Completion	Current Contract End Date
Final Report –Closeout Documentation	90 days after the Current Contract End Date
Final Reimbursement (10% withholding)	Upon approval of Final Report-Closeout documentation and Final Interim/Performance Expenditure Report

Inventory Valuation Policy

Inventory consists of vacant, abandoned, or tax delinquent property in the City and County purchased by the Corporation. Inventory is valued at the lower of cost or market. Market value is defined as ½ the assessed value of the property except for vacant lots and demolition candidates, which are valued at \$151, ~~and~~ properties listed for sale, which are valued at listing price, and properties under contract that have not yet closed, which are valued at their contract sales price. Cost includes but is not limited to, property purchase cost, appraisal, inspection and recording fees, renovation costs and professional services.