GREATER SYRACUSE
LAND BANK

To: Board of Directors; Greater Syracuse Property Development Corporation
John Sidd, General Counsel
From: Katelyn Wright
Date: February 16, 2024
Re: Board of Directors Meeting – February 20, 2024

The Greater Syracuse Property Development Corporation will hold a regular meeting of the Board of Directors on **Tuesday, February 20, 2024 at 8:00 A.M.** at 431 E Fayette Street; Syracuse NY 13202 on the third floor.

I. Call to order
II. Roll Call
III. Proof of Notice
IV. Executive Summary & Financial Statements

V. New Business
- **A.** Authorize Sale of Multiple Properties
- **B.** Authorize Sale of 314 W. Pleasant Ave.
- **C.** 2024-25 City Budget Request
- **D.** Renew relocation assistance contract with Catholic Charities
- **E.** Assignment of 2024 Lawn Contract
- **F.** Contract for stabilization projects
- **G.** 166 and 135-37 Palmer Ave deed in lieu of foreclosure
- **H.** Contract extension for La Liga's Westside Village project
- **I.** Revisit acceptance of 104 Lynch Ave. as a donation

VI. Discussion
- **A.** Upcoming Meetings
  - i. Schedule a special meeting at the end of March for audit
  - ii. April 17, 9:30 AM – annual presentation to the County Legislature
  - iii. Scheduling annual presentation to City Council for early April

VII. 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 20, 2024

At
431 E Fayette Street, 3rd floor conference room
Syracuse, NY 13202

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

GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION
CERTIFICATE REGARDING NO CONFLICT OF INTEREST

MEETING DATE: February 20, 2024

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	

Executive Summary
February 20, 2024 Board of Directors Agenda

I. Executive Summary & Financial Statements

Draft financial statements through the end of December are attached for your review starting on p. 6 of this packet. These will likely change somewhat as we close out our 2023 financials in preparation for our annual audit.

II. New Business

A. Authorize Sale of Multiple Properties

See p. 20 of this packet for a summary of all offers received this month.

B. Authorize Sale of 314 W. Pleasant Ave.

See p. 27 of this packet for more information.

C. 2024-25 City Budget Request

We should send a letter to the Mayor now asking to be included in the 2024-25 City Budget.

D. Renew relocation assistance contract with Catholic Charities

See attached contract on p. 28 of this packet. As the City resumes foreclosures I anticipate we will have a number of occupied properties that require relocation assistance. There is $12,100 in cash assistance from the 2023 not yet spent and I am asking them to roll that into the next year. I am seeking the board's approval to renew this contract noncompetitively as a sole source procurement since Catholic Charities is uniquely qualified to provide these services.

E. Assignment of 2024 Lawn Contract

We previously awarded a contract for 2023 and 2024 lawn mowing to MNS Pro. He subbed the work out to his brother Gabriel Scoggins, who is starting his own business. They would both like Gabriel's business, Clean Worx, to assume the remainder of the contract for 2024, keeping the same terms. This will help Gabriel build up the operating experience necessary to register his business with New York State as a Minority-owned Business Enterprise (MBE). We have been satisfied with the quality of his work.

F. Contract for stabilization projects

We recently put work at 324 Academy and 244 Hier out to bid. See p. 39 of this packet for a summary of what's already been awarded and the bids received this month. We are seeking the board's approval to contract with the low bidder for stabilization work at 324 Academy and 244 Hier.

G. 166 and 135-37 Palmer Ave deed in lieu of foreclosure

We sold both of these properties to WDR Consulting One, LLC in May 2022. They were interested in purchasing these and operating them as rental properties because they already have family living on this block. We had conversations with them before we accepted their offer and before closing about the fact that the properties are located in a floodplain and challenges that may pose when attempting to pull renovation permits. They obtained topographical surveys and worked with Permits to try and meet their requirements, but the City

insists that they must fill the basements and elevate the structures if they proceed with renovations. They've put new roofs on both houses. They have determined that they cannot cost effectively proceed with the renovations and would like to give them back with deeds in lieu of foreclosure, but are asking for a settlement of $5,000 per property in exchange for the deeds in lieu.

H. Contract extension for La Liga's Westside Village project

Our existing contract required that they secure all necessary funding by 2/28/24 and to close by 12/31/24. We anticipated that the most recent LIHTC awards would be made by now. We now anticipate that HCR won't announce those awards until sometime this summer. They are also having to apply a second time for HHAP funding. We are proposing to amend the contact to give them until 12/31/24 to meet the contingencies outlined in paragraph 3 of the contract attached on p. 41 of this packet and 12/31/25 to close.

I. Revisit acceptance of 104 Lynch Ave. as a donation

Last month the board voted to accept this property via donation contingent upon staff confirming that Cranesville Block Company was willing to purchase the resulting lot for an amount equal to the cost of demolition. They have confirmed that they are not willing to purchase the lot for more than $10,000. We estimate the total demolition will cost $30,000 – 35,000.

III. Discussion

A. Upcoming Meetings

i. Schedule a special meeting at the end of March for audit
ii. April 17, 9:30 AM – annual presentation to the County Legislature
iii. Scheduling annual presentation to City Council for early April

Greater Syracuse Property Development Corporation

Balance Sheet

As of December 31, 2023

	TOTAL	
	AS OF DEC 31, 2023	AS OF DEC 31, 2022 (PY)
ASSETS		
Current Assets		
Bank Accounts		
10000 Checking	3,143,546.64	4,121,079.36
Total Bank Accounts	**$3,143,546.64**	**$4,121,079.36**
Accounts Receivable		
11001 Accounts Receivable	500.00	400.00
Total Accounts Receivable	**$500.00**	**$400.00**
Other Current Assets		
12001 Undeposited Funds	10,625.00	15,605.14
12100 Contract Receivable	0.00	0.00
12117 Save America's Treasures	499,218.91	499,218.91
12119 EPA Brownfield Assessment '23	988,344.84	
12125 CRF '22-23	0.00	12,666.67
12126 LBI Phase 1	100,000.00	100,000.00
12127 City of Syr. 22-23	0.00	375,000.00
12128 CNYCF Lead Grant #3	0.00	75,000.00
12130 LBI Phase II	1,325,452.09	
12131 City of Syr. '23-24	375,000.00	
12140 Gustav Stickley House		
12140.1 Envi. Protection Fund	750,000.00	
Total 12140 Gustav Stickley House	**750,000.00**	
12142 ARPA '23-24	137,500.00	
Total 12100 Contract Receivable	**4,175,515.84**	**1,061,885.58**
12400 Note Receivable - Lodi Street	80,331.26	82,325.84
12401 Note Receivable - Rosemont Dr	22,740.45	
12500 Prepaid Insurance	55,538.80	57,340.81
12900 Prepaid Expense	12,827.69	12,576.18
Total Other Current Assets	**$4,357,579.04**	**$1,229,733.55**
Total Current Assets	**$7,501,625.68**	**$5,351,212.91**
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	-32,830.94	-32,638.17
Total Fixed Assets	**$0.00**	**$192.77**
Other Assets		
18000 Cost of Properties Held	536,921.76	664,236.67
19400 Lease Asset- Office Space	60,615.00	60,615.00
19500 Accumulated Amortization	-26,940.00	-26,940.00
Total Other Assets	**$570,596.76**	**$697,911.67**
TOTAL ASSETS	**$8,072,222.44**	**$6,049,317.35**

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	TOTAL	
	AS OF DEC 31, 2023	AS OF DEC 31, 2022 (PY)
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 Accounts Payable	201,049.15	68,836.37
Total Accounts Payable	**$201,049.15**	**$68,836.37**
Credit Cards		
20002 M&T Visa 7079	1,351.96	1,631.51
Total Credit Cards	**$1,351.96**	**$1,631.51**
Other Current Liabilities		
20500 Down Payment on Property Sale	31,000.00	28,877.00
20600 FSA Liability	481.77	1,301.47
20900 401(K) Liability		
21000 401(k) Payable	2,367.09	1,858.70
Total 20900 401(K) Liability	**2,367.09**	**1,858.70**
22000 Accrued Expenses	41,286.99	508,251.98
24100 Prepaid Rental Income	5,135.00	3,850.00
24901 Sales Tax Payable	85.60	268.99
24902 Lease Liab.- Office Space	33,675.00	33,675.00
Total Other Current Liabilities	**$114,031.45**	**$578,083.14**
Total Current Liabilities	**$316,432.56**	**$648,551.02**
Long-Term Liabilities		
25000 Security Deposits	1,000.00	
28000 Deferred Grant Inflow		
28006 County Bank Purchase	139,663.91	139,663.91
28020 County-Purchase of Vacant Prop.	4,506.15	4,506.15
28021 City of Syracuse 19- 20	0.00	5,583.00
28023 CRI 2020 Demo	3,599.99	5,999.99
29021 EPA Brownfield Assessment '23	975,573.91	
29503 Community Fou. Lead Grant #2	1,602.96	1,602.96
29504 City of Syracuse '20-21	464.60	2,864.60
29505 Save America's Treasures	499,218.81	499,218.81
29506 Gustav Stickley House		
29506.1 Envi. Protection Fund	749,939.00	
Total 29506 Gustav Stickley House	**749,939.00**	
29507 City CARES '21	3,110.98	21,110.98
29508 The Castle Project		
29508.1 CNY Community Foundation	895.00	10,895.00
29508.3 Reisman Foundation	26,604.50	26,604.50
29508.6 Individual Donations	25,794.04	49,203.71
29508.7 J.M McDonald Foundation	25,000.00	10,000.00
29508.8 National Trust- Consultant	4,000.00	4,000.00
29509.1 CNY Foundation- Staff Adv.	1,000.00	0.00
Total 29508 The Castle Project	**83,293.54**	**100,703.21**
29509 County '21	23,395.28	225,001.72
29510 City ARPA '21 Demo	0.00	283,272.62
29511 City ARPA '21 Stab.	0.00	153,577.33
29513 CRF '22-23	14,000.00	14,000.00

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	TOTAL	
	AS OF DEC 31, 2023	AS OF DEC 31, 2022 (PY)
29514 LBI Phase 1	100,000.00	100,000.00
29515 City of Syr '22-23	0.00	530,582.73
29516 CNYCF Lead Grant #3	75,000.00	75,000.00
29517 County '23	250,000.00	
29518 LBI Phase II		
29519 Building Stab/Rehab	553,650.00	
29520 Demolition	440,224.61	
29521 Program Delivery	90,000.00	
Total 29518 LBI Phase II	**1,083,874.61**	
29525 City of Syr. '23-24	110,577.84	
29526 ARPA '23-24	83,396.36	
Total 28000 Deferred Grant Inflow	**4,201,217.94**	**2,162,688.01**
29500 Parks Conservancy Grant	3,000.00	3,000.00
Total Long-Term Liabilities	**$4,205,217.94**	**$2,165,688.01**
Total Liabilities	**$4,521,650.50**	**$2,814,239.03**
Equity		
32000 Unrestricted Net Assets	3,235,078.32	3,139,207.09
Net Revenue	315,493.62	95,871.23
Total Equity	**$3,550,571.94**	**$3,235,078.32**
TOTAL LIABILITIES AND EQUITY	**$8,072,222.44**	**$6,049,317.35**

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Greater Syracuse Property Development Corporation

Profit & Loss Current Month & Year To Date

December 2023

	TOTAL	
	DEC 2023	JAN - DEC 2023 (YTD)
Revenue		
40000 Government Grants		
40010 City of Syracuse		
40043 City ARPA '21 Demo		261,221.28
40043.1 City ARPA '21 Demo Adm/Dev Fees		22,051.34
Total 40043 City ARPA '21 Demo		**283,272.62**
40044 City ARPA '21 Stab.		141,847.90
40044.1 City ARPA '21 Stab Adm/Dev Fees		11,729.43
Total 40044 City ARPA '21 Stab.		**153,577.33**
41001 City of Syracuse 19- 20		5,583.00
41004 City of Syracuse '20-21		2,400.00
41006 City of Syracuse '22-'23		530,582.73
46000 City CARES '21		18,000.00
46200 City of Syr. '23-24	162,651.13	639,422.16
Total 40010 City of Syracuse	**162,651.13**	**1,632,837.84**
40040 Onondaga County		
40042 County '21		201,606.44
Total 40040 Onondaga County		**201,606.44**
40045 CRF '22-23		-0.01
40047 Gustav Stickley House		
40047.1 Envi. Protection Fund		61.00
Total 40047 Gustav Stickley House		**61.00**
40048 LBI Phase 1		200,000.00
40049 ARPA '23-24	54,103.64	54,103.64
40060 NY Attorney General		
40060.4 CRI 2020 Demo		2,400.00
Total 40060 NY Attorney General		**2,400.00**
40065 LBI Phase II		
40066 Building Stab/Rehab	61,400.00	87,600.00
40067 Demolition	161,926.11	628,525.39
Total 40065 LBI Phase II	**223,326.11**	**716,125.39**
40180 EPA Brownfield Assessment '23	16,724.70	24,207.20
40180.1 EPA Admin/Developer Fees	218.89	218.89
Total 40180 EPA Brownfield Assessment '23	**16,943.59**	**24,426.09**
Total 40000 Government Grants	**457,024.47**	**2,831,560.39**
40041 The Castle Project		
40041.1 CNY Community Foundation		10,000.00
40041.8 Individual Donations	24,954.00	64,409.67
Total 40041 The Castle Project	**24,954.00**	**74,409.67**
41000 Donated Property	23,700.00	23,700.00
48000 Side Lot Application Income	125.00	700.00
49000 Rental Income	3,908.75	36,070.00

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	TOTAL	
	DEC 2023	JAN - DEC 2023 (YTD)
49500 Sale of Property	191,538.14	1,337,040.28
49600 Dev. Enfor. Mortg. Foreclosures		177,651.00
Total Revenue	**$701,250.36**	**$4,481,131.34**
Cost of Goods Sold		
50000 Cost of Sales		
500PC Periodic COS		
50025 Property Materials and Supplies	5,738.06	20,224.56
50029 General Inspections	3,460.50	20,101.75
50045 Pest Exterminations		959.84
50051 Debris Removal - Periodic	37,822.69	268,732.69
50070 Lawn Maintenance	104,100.00	470,894.35
50080 Snow Removal		8,616.00
50110 Demolition/Deconstruction	157,244.00	1,120,762.58
50117 Survey/Abatement Pre-Demo	751.00	33,685.50
50120 Permits/Fees	-335.00	5,872.68
50130 Utilities	1,649.35	49,600.75
50192 Development Enforcement	9,023.15	69,901.81
50205 Legal & Closing Costs	1,861.00	21,165.00
50220 Brokerage - Sale		8,900.00
53100 Stabilization		8,264.96
53200 Property Appraisal	325.00	325.00
Total 500PC Periodic COS	**321,639.75**	**2,108,007.47**
500VI Vacant COS Inventorial		
50010 Property Purchase Cost		9,687.00
50011 Dev. Enfor. Mortg. Foreclosures	10,000.00	187,651.00
50015 Donated Property Value	23,700.00	23,700.00
50050 Debris Removal - Initial	4,266.00	72,726.00
50090 Renovation Inventory		15,061.00
50095 Sidewalk Replacement/Repair		2,600.00
50100 Stabilization	61,400.00	324,718.25
50145 Title Searches		425.00
50170 Architectural Prof. Services		16,439.90
50180 Land Survey Prof. Services		16,230.00
50200 Property Appraisal		1,275.00
50999 Spec Reclass to/from Inventory	10,078.00	127,314.91
Total 500VI Vacant COS Inventorial	**109,444.00**	**797,828.06**
Total 50000 Cost of Sales	**431,083.75**	**2,905,835.53**
Total Cost of Goods Sold	**$431,083.75**	**$2,905,835.53**
GROSS PROFIT	**$270,166.61**	**$1,575,295.81**
Expenditures		
60000 Accounting Fees	5,520.00	74,230.00
60100 Automobile	695.37	10,782.02
60150 Bad Debt		800.00
60200 Depreciation		192.77
60300 Legal Fees	1,685.00	21,368.07
60400 Office Expense	3,056.07	38,017.36
60500 Payroll		
60510 Salary	46,861.50	559,355.84
60520 Payroll Taxes	3,486.30	43,654.55

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	TOTAL	
	DEC 2023	JAN - DEC 2023 (YTD)
60530 Employee Health Insurance	4,714.81	59,942.42
60535 Employer 401(K) Match expense		
60540 Employer 401(k) Match	2,109.76	25,156.96
Total 60535 Employer 401(K) Match expense	**2,109.76**	**25,156.96**
60550 Payroll Processing Fees	1,543.22	16,101.72
Total 60500 Payroll	**58,715.59**	**704,211.49**
60600 Professional Services	2,250.00	28,600.00
60600.1 Evictions	545.00	34,847.50
60600.2 Environmental Services	30,418.41	39,400.91
Total 60600 Professional Services	**33,213.41**	**102,848.41**
60602 Relocation Assistance Expense	4,632.63	52,606.66
60603 Special Assessments Expense		4,030.41
60700 Insurance	9,597.85	111,656.12
60702 Liability	12,949.22	159,607.01
Total 60700 Insurance	**22,547.07**	**271,263.13**
60800 Telephone	316.06	3,804.39
60900 Travel		3,002.41
60905 Conference/Meeting		7,518.45
61000 Bank Service Charge	-0.01	-17.44
61001 PayPal Fees	4.47	168.06
61002 Square Fees	50.11	75.51
61200 License and Fees		1,820.00
61300 Events & Marketing	23,429.00	60,351.47
61400 Rent Expense	2,355.50	28,127.46
Total Expenditures	**$156,220.27**	**$1,385,200.63**
NET OPERATING REVENUE	**$113,946.34**	**$190,095.18**
Other Revenue		
70200 Salvage Income		
70201 Taxable Sales	20.00	1,088.58
70202 Non-Taxable Sales		2,399.00
Total 70200 Salvage Income	**20.00**	**3,487.58**
70500 Defaulting on Residency Req.	3,525.00	34,867.80
70600 Project Extension Fees	2,750.00	77,575.00
70700 Interest Income - 1800 Lodi St	469.79	4,750.52
70701 Interest Income- 313 Rosemont Dr	316.12	477.46
71000 Reimbursement Income		
71001 Insurance Reimbursement	9.68	226.57
Total 71000 Reimbursement Income	**9.68**	**226.57**
72000 Forfeited Down Payment on Sale	1,500.00	4,000.00
74000 Sales Tax Vendor Credit		13.51
Total Other Revenue	**$8,590.59**	**$125,398.44**
NET OTHER REVENUE	**$8,590.59**	**$125,398.44**
NET REVENUE	**$122,536.93**	**$315,493.62**

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Greater Syracuse Property Development Corporation

Profit & Loss YTD Comparison CY vs. PY

January - December 2023

	TOTAL	
	JAN - DEC 2023	JAN - DEC 2022 (PY)
Revenue		
40000 Government Grants		
40010 City of Syracuse		
40043 City ARPA '21 Demo	261,221.28	2,248,213.91
40043.1 City ARPA '21 Demo Adm/Dev Fees	22,051.34	243,856.20
Total 40043 City ARPA '21 Demo	**283,272.62**	**2,492,070.11**
40044 City ARPA '21 Stab.	141,847.90	720,881.24
40044.1 City ARPA '21 Stab Adm/Dev Fees	11,729.43	63,705.16
Total 40044 City ARPA '21 Stab.	**153,577.33**	**784,586.40**
41001 City of Syracuse 19- 20	5,583.00	
41004 City of Syracuse '20-21	2,400.00	
41006 City of Syracuse '22-'23	530,582.73	219,417.27
46000 City CARES '21	18,000.00	38,731.47
46100 City CARES Admin/Dev Fees		1,077.91
Total 46000 City CARES '21	**18,000.00**	**39,809.38**
46200 City of Syr. '23-24	639,422.16	
Total 40010 City of Syracuse	**1,632,837.84**	**3,535,883.16**
40030 Admin/Developer's Fee		31,440.56
40040 Onondaga County		
40042 County '21	201,606.44	121,010.88
41002 County- Building Stabilization		446.02
41002.1 County-BS Admin/Developer Fees		44.33
Total 41002 County- Building Stabilization		**490.35**
Total 40040 Onondaga County	**201,606.44**	**121,501.23**
40045 CRF '22-23	-0.01	
40047 Gustav Stickley House		
40047.1 Envi. Protection Fund	61.00	
Total 40047 Gustav Stickley House	**61.00**	
40048 LBI Phase 1	200,000.00	100,000.00
40049 ARPA '23-24	54,103.64	
40060 NY Attorney General		
40060.1 CRI Admin/Developer Fees		14,514.18
40060.4 CRI 2020 Demo	2,400.00	
40060.5 CRI 2020 Rehab		285,485.82
Total 40060 NY Attorney General	**2,400.00**	**300,000.00**
40065 LBI Phase II		
40066 Building Stab/Rehab	87,600.00	
40067 Demolition	628,525.39	
Total 40065 LBI Phase II	**716,125.39**	
40150 EPA_Brownfield_Hazardous		76,334.03
40150.1 EPA BH - Admin/Developer Fees		2,273.05
Total 40150 EPA_Brownfield_Hazardous		**78,607.08**

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	TOTAL	
	JAN - DEC 2023	JAN - DEC 2022 (PY)
40160 EPA_Brownfield_Petroleum		1,496.97
40160.1 EPA BP - Admin/Developer Fees		295.73
Total 40160 EPA_Brownfield_Petroleum		**1,792.70**
40180 EPA Brownfield Assessment '23	24,207.20	
40180.1 EPA Admin/Developer Fees	218.89	
Total 40180 EPA Brownfield Assessment '23	**24,426.09**	
Total 40000 Government Grants	**2,831,560.39**	**4,169,224.73**
40041 The Castle Project		
40041.1 CNY Community Foundation	10,000.00	39,855.00
40041.3 Reisman Foundation		3,595.50
40041.5 National Trust		15,000.00
40041.6 J.M McDonald Foundation		-10,000.00
40041.8 Individual Donations	64,409.67	-766.00
Total 40041 The Castle Project	**74,409.67**	**47,684.50**
41000 Donated Property	23,700.00	151.00
48000 Side Lot Application Income	700.00	825.00
49000 Rental Income	36,070.00	33,950.00
49500 Sale of Property	1,337,040.28	1,226,456.20
49600 Dev. Enfor. Mortg. Foreclosures	177,651.00	64,557.00
Total Revenue	**$4,481,131.34**	**$5,542,848.43**
Cost of Goods Sold		
50000 Cost of Sales		
500PC Periodic COS		
50025 Property Materials and Supplies	20,224.56	12,477.70
50029 General Inspections	20,101.75	17,757.50
50045 Pest Exterminations	959.84	1,197.00
50051 Debris Removal - Periodic	268,732.69	312,854.76
50070 Lawn Maintenance	470,894.35	369,218.83
50080 Snow Removal	8,616.00	19,914.00
50110 Demolition/Deconstruction	1,120,762.58	2,067,331.28
50111 Renovation Expensed		285,485.82
50117 Survey/Abatement Pre-Demo	33,685.50	109,102.00
50120 Permits/Fees	5,872.68	2,970.25
50130 Utilities	49,600.75	63,361.22
50190 Evictions		26,673.39
50192 Development Enforcement	69,901.81	
50205 Legal & Closing Costs	21,165.00	70,317.84
50220 Brokerage - Sale	8,900.00	3,500.00
53100 Stabilization	8,264.96	7,090.50
53200 Property Appraisal	325.00	
Total 500PC Periodic COS	**2,108,007.47**	**3,369,252.09**
500VI Vacant COS Inventorial		
50010 Property Purchase Cost	9,687.00	16,309.00
50011 Dev. Enfor. Mortg. Foreclosures	187,651.00	64,557.00
50015 Donated Property Value	23,700.00	151.00
50050 Debris Removal - Initial	72,726.00	155,962.30
50090 Renovation Inventory	15,061.00	96,492.91
50095 Sidewalk Replacement/Repair	2,600.00	
50100 Stabilization	324,718.25	662,731.71

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	TOTAL	
	JAN - DEC 2023	JAN - DEC 2022 (PY)
50116 Survey/Abatement Pre-Reno		10,550.00
50145 Title Searches	425.00	
50170 Architectural Prof. Services	16,439.90	30,660.50
50180 Land Survey Prof. Services	16,230.00	27,166.00
50200 Property Appraisal	1,275.00	2,050.00
50990 Impairment Loss		507,655.65
50999 Spec Reclass to/from Inventory	127,314.91	-645,767.91
Total 500VI Vacant COS Inventorial	**797,828.06**	**928,518.16**
Total 50000 Cost of Sales	**2,905,835.53**	**4,297,770.25**
Total Cost of Goods Sold	**$2,905,835.53**	**$4,297,770.25**
GROSS PROFIT	**$1,575,295.81**	**$1,245,078.18**
Expenditures		
60000 Accounting Fees	74,230.00	68,025.00
60100 Automobile	10,782.02	10,147.44
60150 Bad Debt	800.00	4,600.00
60200 Depreciation	192.77	1,049.62
60250 Amortization		26,940.00
60300 Legal Fees	21,368.07	28,498.49
60400 Office Expense	38,017.36	38,983.25
60500 Payroll		
60510 Salary	559,355.84	508,428.19
60520 Payroll Taxes	43,654.55	40,251.36
60530 Employee Health Insurance	59,942.42	54,448.69
60535 Employer 401(K) Match expense		
60540 Employer 401(k) Match	25,156.96	24,001.41
Total 60535 Employer 401(K) Match expense	**25,156.96**	**24,001.41**
60550 Payroll Processing Fees	16,101.72	13,471.31
Total 60500 Payroll	**704,211.49**	**640,600.96**
60600 Professional Services	28,600.00	103,867.16
60600.1 Evictions	34,847.50	
60600.2 Environmental Services	39,400.91	
Total 60600 Professional Services	**102,848.41**	**103,867.16**
60602 Relocation Assistance Expense	52,606.66	40,544.00
60603 Special Assessments Expense	4,030.41	369.65
60604 Admin/Developer's Fee	0.00	112.50
60700 Insurance	111,656.12	130,345.54
60701 Property		-6,417.21
60702 Liability	159,607.01	162,177.56
Total 60700 Insurance	**271,263.13**	**286,105.89**
60800 Telephone	3,804.39	3,778.35
60900 Travel	3,002.41	6,744.67
60905 Conference/Meeting	7,518.45	6,640.64
61000 Bank Service Charge	-17.44	15.00
61001 PayPal Fees	168.06	96.96
61002 Square Fees	75.51	88.16
61200 License and Fees	1,820.00	431.00
61300 Events & Marketing	60,351.47	9,670.66
61400 Rent Expense	28,127.46	1,796.00

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	TOTAL	
	JAN - DEC 2023	JAN - DEC 2022 (PY)
61500 Interest Expense		653.79
Total Expenditures	**$1,385,200.63**	**$1,279,759.19**
NET OPERATING REVENUE	**$190,095.18**	**$ -34,681.01**
Other Revenue		
70200 Salvage Income		
70201 Taxable Sales	1,088.58	3,926.30
70202 Non-Taxable Sales	2,399.00	2,562.27
Total 70200 Salvage Income	**3,487.58**	**6,488.57**
70500 Defaulting on Residency Req.	34,867.80	
70600 Project Extension Fees	77,575.00	119,010.00
70700 Interest Income - 1800 Lodi St	4,750.52	6,343.22
70701 Interest Income- 313 Rosemont Dr	477.46	
71000 Reimbursement Income		
71001 Insurance Reimbursement	226.57	449.66
Total 71000 Reimbursement Income	**226.57**	**449.66**
72000 Forfeited Down Payment on Sale	4,000.00	3,100.00
74000 Sales Tax Vendor Credit	13.51	9.39
79000 Misc. Income		1.40
Total Other Revenue	**$125,398.44**	**$135,402.24**
Other Expenditures		
80002 Salvage Labor		4,850.00
Total Other Expenditures	**$0.00**	**$4,850.00**
NET OTHER REVENUE	**$125,398.44**	**$130,552.24**
NET REVENUE	**$315,493.62**	**$95,871.23**

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 20, 2024 at 8:00 a.m.

The meeting was called to order by the Chairman and, upon roll being called, the following directors of the GSPDC were:

PRESENT:
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.: 5 of 2024

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 20, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 19th day of March, 2024.

_____

Jonathan Link Logan, Secretary

GREATER SYRACUSE LAND BANK

"Schedule A"

February 20, 2024 Sales Summary

1) 728 North Alvord St. – Vacant Single-Family Home

Date Acquired: 01/24/2019 Listed: 09/28/2021
Current List Price: $9,900 Days on Market: 861
Original List Price: $15,000 Land Bank's Minimum Renovation Est: $54,918

728 North Alvord Street is a small, single-story, single-family home on the Northside. It has two bedrooms, a living, and a dining room. The property has a driveway and will be receiving additional yard space from half of the adjacent lot at 730 North Alvord Street. This home has a small foundation issue, will require major renovation, and is in the Home Ownership Choice program.

Kanischa Miller is a local investor who intends to renovate this home to re-sell to an owner-occupant. This will be her first whole-house renovation but has overseen renovations to her current home. She has already brought her contractor through the home and is excited about the project.

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

728 N. Alvord St. Purchase Offer	
Applicant	**Kanischa Miller**
Offer	**$9,900**
Plan	**Renovate to Re-Sell to an Owner-Occupant**

2) 207 Rowland St. – Vacant Single-Family Home

Date Acquired: 08/04/2016 Listed: 11/17/2022
Current List Price: $1,000 Days on Market: 446
Original List Price: $1,000 Land Bank's Minimum Renovation Est: $95,485

207 Rowland Street is a single-family home in the Near Westside neighborhood. It has two bedrooms, a living room, dining room, eat-in kitchen, and open front porch. Three foundation walls are in very poor condition and the home will require major renovation. This home has been marketed as a possible package with 211 Rowland Street for $10,000.

Dr. Joseph Nantomah of Global Investors Capital NYC, LLC is an experienced real estate developer based out of Milwaukee, WI. Over the last seven years he has renovated over 100 properties throughout the United States. He plans to renovate this home to operate as a rental.

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

207 Rowland St. Purchase Offer	
Applicant	**Global Investors Capital NYC, LLC**
Offer	**$1,000**
Plan	**Renovate to Operate as Rental**

3) 211 Rowland St. – Vacant Single-Family Home

Date Acquired: 08/04/2016 Listed: 11/17/2022
Current List Price: $12,000 Days on Market: 446
Original List Price: $12,000 Land Bank's Minimum Renovation Est: $57,812

211 Rowland Street is a small single-family home with two bedrooms, a living room, and dining room. While this home is small it will require major renovation. This home has been marketed as a possible package with 207 Rowland Street for $10,000.

Dr. Joseph Nantomah of Global Investors Capital NYC, LLC is an experienced real estate developer based out of Milwaukee, WI. Over the last seven years he has renovated over 100 properties throughout the United States. He plans to renovate this home to re-sell.

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

211 Rowland St. Purchase Offer	
Applicant	**Global Investors Capital NYC, LLC**
Offer	**$10,000**
Plan	**Renovate to Re-Sell**

4) 403 Landon Ave – Buildable Vacant Lot

Date Acquired: 03/15/2021
Dimensions: 40' x 100'

The Land Bank purchased this vacant lot from Home HeadQuarters in March of 2021. While it is buildable, it is located just outside of the NBD target area and given that HHQ has rejected the lot for new construction it is likely to remain vacant for the foreseeable future. Anthony Taylor owns 148 W Beard Ave and Danielle Taylor owns 144 W Beard Ave. The Taylors live at 144 and rent 148 W Beard Ave. Last month the board voted to authorize us to split the lot between these two parcels so each could have a larger back yard. We are returning to get the board's authorization to sell ~8' to the owner of 401 ½ Landon St. Their tenants are already using an existing curb cut and gravel driveway and parking on the northern edge of our lot.

403 Landon Ave Purchase Offers			
Applicant	**Anthony S. Taylor**	**Danielle T. Taylor**	**JEAL's LLC**
Offer	**$976**	**$151**	**$976**

“Schedule A”


135
131-33
129
123
121
111-13
116
117
201
401-1 1/2
403
402
LANDON AVE
128
132-34
138
404
144
148
200
202
W BEARD AVE
125-27
137-41
145
149
201
Renovation Candidate
Demolition Candidate
Vacant Land

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened on February 20, 2024 at 8:00 a.m. at 431 E Fayette Street; Syracuse, NY 13202.

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 Wright	Executive Director
John Sidd	General Counsel

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

Resolution No.: 6 of 2024

RESOLUTION AUTHORIZING THE NONCOMPETIVE SALE OF REAL PROPERTIES

WHEREAS, New York Not-for-Profit Corporation Law Section 1609(d) authorizes the GSPDC to convey, exchange, sell, or transfer any of its interests in, upon or to real property; and

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

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

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

WHEREAS, Section 4(e)(iv) of the Property Disposition Policy authorizes the GSPDC to sell property to a buyer without first undertaking other methods of disposition when it determines that a benefit to the community will be had by authorizing such sale without competitive procedures for reasons consistent with the GSPDC's mission and purpose and upon a demonstration that the buyer is uniquely qualified to own, develop or otherwise return the property to productive use; and

WHEREAS, all disposals of GSPDC property must be made to qualified buyers pursuant to Section 5 of the Property Disposition Policy; and

WHEREAS, the GSPDC owns certain parcels of real property situate in the County of Onondaga, State of New York and more particularly identified on the Property Sale Information Sheet attached hereto as Schedule A (the "Properties"); and

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

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

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

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

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

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

WHEREAS, if noted on the Property Sale Information Sheet, the GSPDC shall require the Buyers to execute and deliver a Development Enforcement Mortgage to ensure that the Buyers fulfill their development and use commitments to the GSPDC.

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

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

Section 2. The Members of the Board hereby authorize the GSPDC to sell the Properties to the Buyers identified on the Property Sale Information Sheet and authorize the Executive Director to enter into Contracts to Purchase with the GSPDC as Seller and the Buyers as buyer with respect to the Properties. The Contracts to Purchase shall be agreeable in form and content to the Executive Director and GSPDC counsel.

Section 3. The Chairman, Vice Chairman, Secretary and Treasurer are each hereby authorized to execute all documents on behalf of the GSPDC which may be necessary or desirable to further the intent of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The Executive Director and the Director of Operations of the GSPDC are each also hereby authorized and directed for and in the name and on behalf of the GSPDC to execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the GSPDC.

Section 4. All other officers, employees and agents of the GSPDC are hereby authorized to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution.

Section 5. This Resolution shall take effect immediately.

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

Nancy Quigg	VOTING	___
Patrick Hogan	VOTING	___
Michael LaFlair	VOTING	___
Jonathan Link Logan	VOTING	___
Oceanna Fair	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 20, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 19th day of March, 2024.

_____

Jonathan Link Logan, Secretary

SCHEDULE A

PROPERTY SALE INFORMATION SHEET

Property Address and Tax Parcel Number:
314 W. Pleasant Ave.
075.-07-23.0

Buyers' Names:
Syracuse Development Group, LLC

Purchase Price:
$1,000

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

- Return this property to tax-paying status
- Put a newly renovated housing unit into the rental market
- Remove the blight this property currently is imposing on its neighbors

Buyer's Unique Qualifications for Returning the Property to Productive Use:
This property came back to the Land Bank via a deed in lieu of foreclosure after the buyer had completed only the roof in a one-year period. It is now categorized as a demolition candidate and needs extensive renovations. Syracuse Development Group, LLC recently purchased the property next door, which they are renovating to operate as a rental. They wish to purchase this property next door to stabilize their other investments. The LLC is controlled by two local Syracuse real estate investors – Cole King and Niajail Gulley. Gulley has purchased from the land bank before and completed renovations at 324 and 328 Primrose.

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

THIS AGREEMENT entered into on the ____ day of February, 2024, by and between the Greater Syracuse Property Development Corporation, a not for profit corporation and local public authority created by Intermunicipal Agreement between the City of Syracuse and the County of Onondaga, with offices located at 431 E Fayette Street, Suite 375, Syracuse, New York (hereinafter referred to as the "Land Bank") and Catholic Charities of Onondaga County, a not for profit corporation organized under the laws of the State of New York, with offices located at 1654 West Onondaga Street, Syracuse, New York (hereinafter referred to as "CCOC").

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

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

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

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

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

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

III. **Time of Performance**
   a. The term of this Agreement shall commence on January 1, 2024 and end on December 31, 2024 unless sooner terminated as provided for herein. The term of this Agreement and the provisions herein may be extended upon written agreement between the parties. The term of this agreement shall be automatically extended to cover any additional time period during which CCOC remains in control of disbursed Land Bank funds.

IV. **Compensation and Method of Payment**

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

V. **Notices**

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

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

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

VI. **General Conditions**

a. General Compliance: The CCOC agrees to comply with all applicable Federal, State and Local laws, regulations and policies relative to these funds or bearing on the Services to be provided by the CCOC hereunder.
b. Independent Contractor: Nothing contained in this agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employee/employer between the parties. The CCOC at all times shall remain an "independent contractor" with respect to the services to be performed under this contract.
c. Hold Harmless: The CCOC shall hold harmless, defend and indemnify the Land Bank from any and all claims, actions, charges, and judgments whatsoever that arise out of the CCOC's performance or non-performance of the services or subject matter called for in this agreement. The Land Bank shall likewise hold harmless, defend and indemnify the CCOC from any and all claims, actions, charges, and judgments whatsoever that arise out of the Land Bank's performance or non-performance of the services or subject matter called for in this agreement. This paragraph shall survive the termination or expiration of this Agreement.
d. Liability Insurance: CCOC shall provide for itself and maintain at its own cost and expense until the completion of the Work the following forms of insurance:
    i. Commercial General Liability ("CGL") coverage with limits of liability not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate

Limit shall apply separately to each Property. CGL coverage shall be written on ISO occurrence form GC 00 01 (1093) or a substitute form providing equivalent coverage.

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

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

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

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

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

f. Termination at Will. This Agreement may be terminated by either party for any reason or for no reason upon the giving of written notice to the other of such termination at least thirty (30) calendar days in advance of such date of termination. The parties shall work with each other in good faith during such notice period for the purpose of completing their respective obligations hereunder.

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

VII. **Administrative Requirements**

a. Financial Management

i. Accounting Standards: The CCOC agrees to comply with 24 CFR 84.21-28, Standards for Financial Management Systems, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
ii. Cost Principles: The CCOC shall administer its program conformance with OMB Circular A-122 "Cost Principles for Non-Profit Organizations." This principal shall be applied for all costs incurred whether charged on a direct or indirect basis.

b. Documentation and Record Keeping
i. Records to be Maintained: The CCOC shall maintain case records electronically with full descriptions of each activity undertaken, as well as all financial records pertinent to said activities.
ii. Retention: The CCOC shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this agreement for a period of four years. The retention period begins when the CCOC submits reports or activity or vouchers for payment to the Land Bank. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other activity that involves any of the records cited, and that have started before the expiration of the four-year period, then such records shall be retained until the completion of the actions and resolution of the issues, or the expiration of the four-year period, whichever occurs later.
iii. Client Data: The CCOC shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level, description of services provided, and referral from the Land Bank.
iv. Disclosure: The CCOC understands that client information collected under this contract is private and the use or disclosure of such information, when not directly related with the administration of the Land Bank or CCOC's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.
v. Close Outs: The CCOC's obligation to the Land Bank shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Land Bank), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the CCOC has control over Land Bank funds.
vi. Audits and Inspections: All CCOC records with respect to any matters covered by this agreement shall be made available to the Land Bank, funding agency, and/or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CCOC within

30 days after receipt by the CCOC. Failure of the CCOC to comply with the above audit requirements will constitute a violation of this contract and may result in the suspension or termination of this agreement, or the withholding of future payments.

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

VIII. **Personnel and Participant Conditions**

a. Civil Rights
    i. Compliance: The CCOC agrees to comply with all City of Syracuse and New York State laws regarding civil rights and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375,11478, 12107, and 12086.
    ii. Non-discrimination: The CCOC agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by E.O. 13279. The applicable non-discrimination provisions in HCDA §109 are still applicable. The CCOC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital status, or status with regard to public assistance. The CCOC will take affirmative action to ensure that all employment practices include but are not limited to the following: firing, upgrading, demoting, transferring, recruiting, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CCOC agrees to post in conspicuous places, available to employees and applicants for employment, notices delineating provisions of this non-discrimination clause.
    iii. Persons with Disabilities: No eligible person(s) may be denied access to programs and services assisted with this project on the basis of disability status. If the physical location of the program offices is not accessible and

cannot be modified to assure accessibility to persons with physical disabilities, the CCOC must be willing to take programs and services to physically accessible locations upon request.

b. Equal Opportunity and Affirmative Action Statement:

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

IX. **Employment Restrictions**

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

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

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

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

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

XI. **Iran Divestment Act of 2012 Certification.** By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list

created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

XII. **Conduct.**

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

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

c. Conflict of Interest:

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

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

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

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

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

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

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

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

XVII. **Attorneys' Fees:** If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or

other proceeding, including any and all appeals therefrom. As used in this paragraph, attorneys' fees shall be deemed to include the full and actual costs of any legal services actually performed in connection with the matters involved calculated on the basis of the usual fee charged by the attorney performing such services and shall not be limited to mean "reasonable attorneys' fees" as defined in any statute or rule of court.

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

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

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

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

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:
On this ___ day of February, 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared Katelyn Wright, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:
On this ____ day of February, 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

APPENDIX A
SCOPE OF SERVICES
CATHOLIC CHARITIES LAND BANK RELOCATION PROJECT

1. **Project Mission**

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

2. **Target Population**

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

3. **Program Outcomes**

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

4. **Program Outputs**

   Catholic Charities case workers will directly assist 24 households in Land Bank-owned properties with relocating to independent housing. Service provision will entail the following: Direct referrals from the Land Bank to assist with relocation services for households assessed to be in need of assistance with locating and obtaining housing will be assigned a case manager who will provide the client with direct assistance with relocation to safer and/or more affordable housing and will provide the client with referrals to other community resources that will help client households to develop a network of support aimed at stabilizing their housing situation. Direct financial assistance will cover the following eligible costs: include transportation, security deposit, first month's rent, moving costs, storage costs, and utility assistance. It is required that a Catholic Charities staff inspect each unit in order to determine the unit passes the HUD Housing Quality Standard. Additionally, the unit must also pass a visual lead assessment when a child under 6 will reside in the household. Funds will not be utilized or dispersed for a unit unless the unit passes both inspections, as applicable.

5. **Reporting and Monitoring**

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

6. **Project Timeline**

   The timeframe for the completion of the relocation services for the housing vulnerable project for the Catholic Charities Land Bank Relocation Project is calendar year 2024 (1/1/2024 – 12/31/2024).

		2024
Contract Total	**$**	**60,816.00**
Land Bank Tenant Relocation-Staffing		
Personnel		
1/4 FTE Case Worker	$	21,750.00
Supervisor	$	3,000.00
Fringe	$	6,750.00
Total Personnel	$	31,500.00
Operations		
Phone	$	600.00
Rent	$	1,200.00
Office Setup/Supplies	$	600.00
Mileage/Parking	$	2,400.00
Total Operations	$	4,800.00
Administration-12%	$	4,356.00
Project Total	$	40,656.00
Land Bank Tenant Relocation-Temporary Financial Aid		
Financial Aid*	$	18,000.00
Administration-12%	$	2,160.00
Project Total	$	20,160.00

*$18,000 to be invoiced based upon this contract year
In addition, $12,100 remaining from 2023 to be held by CCOC for this purpose and distributed to clients in 2024.

Phase II LBI Stabilization projects

		Global	C.C. Paving & Excavating, Inc.	Iambrand General Construction	BB	B&G Home Renovations	LBI	insurance	CNYCF
120 Fitch									
	Roof	$ 34,000.00	$ 45,000.00	$ 28,500.00			$ 28,500.00	$ 712.50	
	roof change order			$ 900.00			$ 900.00	$ 22.50	
	Porch	$ 21,400.00	$ 36,864.00				$ 21,400.00	$ 535.00	
	Windows/Doors	$ 34,600.00	$ 23,350.00				$ 23,350.00	$ 583.75	
1120 Cannon								$ -	
	Roof	$ 25,000.00	$ 25,650.00	$ 34,000.00			$ 25,000.00	$ 625.00	
	Windows/Doors	$ 24,000.00	$ 13,200.00				$ 13,200.00	$ 330.00	
164 Jasper								$ -	
	Roof	$ 27,000.00	$ 25,320.00	$ 25,900.00			$ 25,320.00	$ 633.00	
	Windows/Doors	$ 16,800.00	$ 10,250.00				$ 10,250.00	$ 256.25	
	porch	$ 9,800.00	$ 9,600.00				$ 9,600.00	$ 240.00	
2027 Midland								$ -	
	Siding	$ 32,000.00	$ 53,500.00				$ 32,000.00	$ 800.00	
	Windows/Doors	$ 29,500.00	$ 22,350.00				$ 22,350.00	$ 558.75	
	2 porches	$ 27,000.00	$ 33,150.00				$ 27,000.00	$ 675.00	
918 W Lafayette								$ -	
	siding	$ 16,000.00	$ 18,900.00				$ 16,000.00	$ 400.00	
	roof	$ 26,000.00	$ 21,960.00	$ 26,500.00			$ 21,960.00	$ 549.00	
	Windows/Doors	$ 24,600.00	$ 33,150.00				$ 24,600.00	$ 615.00	
730 Lemoyne								$ -	
	roof	$ 28,600.00	$ 23,200.00	$ 31,000.00			$ 23,200.00	$ 580.00	
	Windows/Doors	$ 17,000.00	$ 14,450.00				$ 14,450.00	$ 361.25	
	foundation	$ 11,000.00	$ 18,000.00				$ 11,000.00	$ 275.00	
	foundation change	$ 11,000.00					$ 11,000.00	$ 275.00	
307 Onondaga Ave								$ -	
	~~Windows/Doors~~	Siding			$ 23,500.00		$ 23,500.00	$ 587.50	
	roof				$ 27,500.00		$ 27,500.00	$ 687.50	
	front porch				$ 20,800.00		$ 20,800.00	$ 520.00	
	rear porch				$ 6,300.00		$ 6,300.00	$ 157.50	

Phase II LBI Stabilization projects

		Global	C.C. Paving & Excavating, Inc.	Iambrand General Construction	BB	B&G Home Renovations	LBI	insurance	CNYCF	
109 McAllister								$ -		
	front porch					$ 36,147.00	$ 36,147.00	$ 903.68		
	investigate rear foundation					$ 500.00	$ 500.00	$ 12.50		
	rear deck					$ 8,100.00	$ 8,100.00	$ 202.50		insurance
	roof repair					$ 3,634.00	$ 3,634.00	$ 90.85		use City 2023/24 $
	Windows					$ 27,281.42			$ 27,281.42	$ 682.04
	Siding					$ 51,291.42	$ 3,572.84	$ 89.32	$ 47,718.58	$ 1,192.96
	exterior paint prep					$ 4,775.00	$ 4,775.00	$ 119.38		
	rear foundation					$ 32,977.99	$ 32,977.99	$ 824.45		
							$ 528,886.83	$ 13,222.17		
						previously allocated	$ 542,109.00		$ 75,000.00	$ 1,875.00

324 Academy										
	windows	$ 16,400.00	$ 9,500.00				$ 9,500.00	$ 237.50		
	fascia soffits	$ 7,400.00	$ 6,800.00				$ 6,800.00	$ 170.00		
	siding	$ 16,800.00	$ 14,000.00				$ 14,000.00	$ 350.00		
	porch	$ 9,400.00	$ 3,500.00				$ 3,500.00	$ 87.50		
244 Hier							$ -	$ -		
	roof	$ 23,800.00	$ 20,200.00				$ 20,200.00	$ 505.00		
	structural	$ 16,300.00	$ 5,100.00				$ 5,100.00	$ 127.50		
							$ 59,100.00	$ 1,477.50		

allocated to date	$ 602,686.50
budgeted	$ 641,250.00
remaining	$ 38,563.50

CONTRACT TO PURCHASE

CONTRACT TO PURCHASE ("Contract") entered as of the 24th day of July 2023 by and between Greater Syracuse Property Development Corporation, a New York not-for-profit corporation having an office at 431 East Fayette Street, Suite 375, Syracuse, New York 13202 ("SELLER") and Spanish Action League of Onondaga County, Inc., a New York not-for-profit having an office at 700 Oswego St. Syracuse NY 13204 ("**BUYER**").

In consideration of the mutual covenants and promises hereinafter set forth, BUYER and SELLER mutually covenant and agree as follows:

1. **PROPERTY**. BUYER agrees to buy and SELLER agrees to sell certain parcels of real property (the "**Real Property**") situated in the County of Onondaga and State of New York and more particularly described on the List of Properties attached hereto as Exhibit A, together with all improvements thereon and fixtures and articles of personal property now attached or appurtenant to the Real Property and owned by SELLER, together with all easements and rights-of-way, if any, benefitting or appurtenant thereto, and all right, title and interest of SELLER in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining said Real Property (all of the foregoing Real Property, easements, rights-of-way, and right, title and interest are referred to herein together as the "**Property**").

In the event any personal property should be included, such shall be limited to whatever personal property is located at the Property and shall be transferred by SELLER to BUYER by a quitclaim bill of sale and be subject to the "As Is" provision set forth below. In addition, BUYER shall be solely responsible for and shall hold SELLER harmless as to the filing of any sales tax return and the payment of any sales tax in regard to such personal property. The terms of this provision shall survive Closing.

2. **PURCHASE PRICE**. The Purchase Price for the Properties in Exhibit A shall be $220,684 payable as follows:

a) Deposit. $10,000 shall be deposited with SELLER and held in escrow until this Contract is accepted and executed by SELLER, at which time it shall become part of the Purchase Price and held in accordance with the terms and conditions of this Contract. In the event SELLER shall not accept and execute this Contract, the Deposit shall be returned to BUYER.

b) Cash. $210,684 in cash or other good funds at Closing.

3. **CONTINGENCIES**.
Conditions to Seller's obligation to close: The Seller's obligation to close is contingent upon the Buyer securing all necessary financing commitments to complete the Project as described in their proposal submitted to the Seller on June 14, 2023), the Buyer signing a property management agreement with Housing Visions, and the Buyer ensuring that their marketing plan includes proactive and effective outreach to existing neighborhood residents, no later than February 28, 2024.

Conditions to Buyer's Obligation to Close: The Buyer's obligation to Close shall be contingent upon the Seller demolishing the structure at 222 Delaware Street, satisfactory receipt of all Tests, inspections and applications as needed for the Project, and Buyer's determination that the Project is financially feasible, constructable and financeable. If Buyer determines, in Buyers sole but

reasonable discretion, that the Project is not feasible, constructable, financeable or that any Test or inspection is unsatisfactory to Buyer, then Buyer shall inform the Seller of same in writing and this Contract shall be null and void. If Buyer is able to proceed with the Project, then the parties shall proceed to Close on or about thirty (30) days thereafter.

4. **BOARD OF DIRECTORS APPROVAL.** This offer is subject to approval by the Board of Directors of the BUYER within ninety (90) days of the date of this Contract. In the event of a failure of Buyer's Board of Directors to approve this Contract within such period then BUYER or SELLER may deem this Contract null and void**,** in which event neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except the Deposit shall be refunded in full to BUYER.

5. **INSPECTIONS AND TESTS**. BUYER, at BUYER's sole cost and expense, may enter on the Property and make or cause to be made any inspections, tests or other desired evaluation of the Property ("**Tests**"), subject to the following:

a) BUYER shall give SELLER at least 2 business day's written notice prior to initiating any such Tests; and

b) BUYER shall provide SELLER with proof of reasonable insurance for any party entering the Property prior to such party entering the Property, such insurance to name Seller as an additional insured thereunder; and

c) No Tests shall be initiated or conducted without the SELLER approving the type, method, date and time of any Tests; and

d) All such Tests shall be completed on or before the date (the "**Due Diligence Date**") that is one hundred eighty (180) days from the date of SELLER'S acceptance of this Contract.

BUYER agrees to defend, indemnify and hold SELLER harmless against any and all losses, expenses, claims or damages (including reasonable attorneys' fees) caused by or resulting from the Tests or BUYER's entry, or any party connected with the Tests entering upon the Property, including without limitation claims for personal injury, death, and/or property damage (including damage to the Property).

In the event the results of such Tests are unsatisfactory to BUYER, then BUYER may, at BUYER's sole option, deem this Contract null and void and the Deposit shall be returned to BUYER. BUYER shall have ten (10) days from the Due Diligence Date to deliver written notice, together with a copy of each such Test, to SELLER of BUYER's election to so deem this Contract null and void. In the event BUYER shall not deliver such written notice, then BUYER shall be deemed to have waived any and all rights BUYER may have pursuant to this paragraph.

6. **ABSTRACTS, TAX SEARCHES AND SURVEY**. SELLER is not responsible for and shall not deliver to BUYER an abstract of title, real property tax search or survey for the Property. Any abstract of title, property tax search, survey or other due diligence related to the Property shall be obtained by and at the sole cost and expense of the BUYER.

7. **TITLE AND DEED**. BUYER acknowledges that SELLER obtained title to some or all of the Property following a municipal tax foreclosure proceeding and, as such, SELLER makes no representations or warranties as to title to the Property other than SELLER has not done or suffered anything whereby the Property has been encumbered in any way whatever. BUYER shall have until the Due Diligence Date to examine and accept or reject title to the Property and

deliver written notice to SELLER of BUYER'S election to reject title and deem this Contract null and void. In the event BUYER shall not deliver such written notice, then such failure shall be deemed an acceptance of title. At Closing, SELLER shall transfer title to the Property to the BUYER by a Bargain and Sale Deed with a covenant against grantor's acts.

8. **AS IS**. The BUYER acknowledges and agrees that the BUYER is purchasing the Property, any personal property and any and all improvements, buildings, fixtures and fittings belonging to or used in the operation of the Property and owned by SELLER, **AS IS, except for the condition that the Seller will demolish the structure at 222 Delaware Street prior to closing, WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, WHETHER SUCH ARE EXPRESS OR OTHERWISE; IMPLIED OR OTHERWISE; AS TO THE CONDITION, SUITABILITY OF USE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PORTION OF SUCH, OR OTHERWISE**. The terms of this provision shall survive Closing.

9. **NEW YORK PROPERTY CONDITION DISCLOSURE ACT**. SELLER is **exempt** from the New York Property Condition Disclosure Act (the "**Act**").

10. **AGRICULTURAL DISTRICT NOTICE**. The Property is NOT located within an Agricultural District. Notice pursuant to New York State Agriculture and Markets Law Section 310:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

13. **CLOSING**. The Closing shall be held at the office of the attorney for SELLER, or as otherwise agreed, on or about **December 31, 2024.**

14. **ADJUSTMENTS**. Prepaid or unpaid charges for real property taxes and other assessments levied and assessed against the Property, including water usage charges, rents, fuel oil and special district levies, shall be apportioned as of the date of Closing, with SELLER being responsible for the apportioned costs attributable to the time period prior to Closing, and BUYER being responsible for the apportioned costs attributable to the time period subsequent to Closing. Under no circumstances shall SELLER be responsible for the payment of any missing meter charges, “turn on” or reconnection charges imposed by a utility company or municipality in establishing or reestablishing water or any other utility services to the Property. BUYER acknowledges that SELLER is an exempt entity and pays no real property tax (other than special assessments and special ad valorem levies) and, in accordance with Section 520 of the New York Real Property Tax Law, the Property may become immediately subject to real property tax upon Closing. Notwithstanding anything contained herein to the contrary, SELLER shall terminate the natural gas service to each Property prior to Closing.

15. **INSPECTION PRIOR TO CLOSING**. BUYER shall have the right of reasonable inspection of the Property immediately prior to Closing in order to verify that the condition of the

Property is in substantially the same condition as it was in as of the date of this Contract, absent ordinary wear and tear.

16. **POSSESSION**. Sole and exclusive possession of the Property shall be delivered by SELLER to BUYER at Closing.

17. **RECORDING EXPENSES**. BUYER shall pay at Closing all costs for recording the deed and any related transfer documents including the Real Property Transfer Report (RP-5217) and the Transfer Tax Return (TP-584). BUYER shall also pay any New York State transfer tax which may be due upon a sale of the Property.

18. **ASSIGNMENT**. BUYER may assign its interest in this Contract to a business entity wholly owned or controlled by BUYER. Otherwise, this Contract may not be assigned by BUYER without SELLER's written consent. BUYER shall remain fully liable to SELLER for the performance of this Contract, regardless of any such assignment.

19. **RISK OF LOSS**. The risk of loss or damage to the Property by fire or other causes until Closing shall remain with SELLER.

20. **BROKER**. SELLER and BUYER represent that neither has dealt with any broker in connection with this Contract.

21. **DEFAULT**. In the event BUYER defaults in its obligations under this Contract and fails to close and pay the Purchase Price, then the Deposit, together with accrued interest thereon, if any, shall be retained by the SELLER and applied against SELLER’s damages for such default and SELLER shall retain and be able to pursue all other equitable and legal remedies it may have as the result of BUYER's default hereunder. In the event SELLER defaults in its obligations under this Contract and fails to close and deliver the Deed, BUYER may, at its option and as its sole and exclusive remedy, pursue either of the following remedies: (a) sue SELLER for specific performance; or (b) terminate this Contract and obtain a return of the Deposit.

22. **MISCELLANEOUS**.

a) This Contract shall be interpreted and enforced in accordance with the laws of the State of New York.

b) Section heading are inserted for the convenience of the parties and may not be used as a means of interpreting this Contract.

c) This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, heirs, executors, administrators, successors and assigns.

d) All notices under this Contract shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this Contract. Any party may notify the other parties of a different address to which notices shall be sent.

e) There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Contract not incorporated in writing in this Contract.

f) The waiver by any party hereof of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

g) The acceptance of the Deed by BUYER shall be deemed to be the full performance and discharge of every agreement and obligation on the part of SELLER to be performed pursuant to the provisions of this Contract.

h) If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by SELLER or BUYER of its obligations under this Contract, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom. As used in this paragraph, attorneys' fees shall be deemed to include the full and actual costs of any legal services actually performed in connection with the matters involved calculated on the basis of the usual fee charged by the attorney performing such services and shall not be limited to mean "reasonable attorneys' fees" as defined in any statute or rule of court.

IN WITNESS WHEREOF, the SELLER and BUYER have executed this Contract as of the date first above written.

Greater Syracuse Property Development Corporation

By: _____
Katelyn E. Wright
Executive Director

Buyer:
Spanish Action League of Onondaga County, Inc.

By: _____
Jose A. Rodriguez
EVP/Chief Legal Officer

EXHIBIT A
List of Properties

The following properties are all located in Syracuse, NY 13204. Note: Several clusters of adjacent parcels are being merged together so the addresses will change prior to closing.

Parcels current known as:	
112 Delaware St	These will be combined
116-18 Delaware St	
122-24 Delaware St	
128 Delaware St	
222 Delaware St	These will be combined
226 Delaware St & Kellogg St	
304 Delaware St & Kellogg St	These will be combined
310-12 Delaware St	
316 Delaware St	
320 Delaware St	
322-26 Delaware St & Grace St	
223 Grace St	
406 Delaware St	These will be combined
412 Delaware St	
601-21 S. Geddes St	No change
411 Delaware St	These will be combined
401-05 Delaware St	
100 Dudley St	
102 Dudley St	

ADDENDUM 1

- Representatives of BUYER may, at BUYERs option, contact any persons residing at the property after the agreement is executed for purposes of inviting these residents to apply for participation in the BUYER's housing program and/or offering assistance to these residents in moving from the property.
- SELLER shall permit and facilitate this contact with the residents by BUYER throughout the time period from the date the Board of Directors of the BUYER approves this offer until the actual closing date. These residents may, at BUYER's option, continue to occupy the property for a limited time after the closing.

- Prior to any person moving into any apartment in the property after acceptance of this offer, SELLER shall obtain such person's signature on a "move in notice" (HUD Handbook 1378, Appendix 29) which notice informs the person that their occupancy is temporary and the person will need to vacate the property prior to closing and such person shall not be entitled to relocation costs. SELLER acknowledges receipt of a copy of the "move in notice" and shall be liable to BUYER for any and all costs incurred by or imposed by law or regulation upon BUYER as a result of SELLERs failure to obtain a signed move in notice from any person prior to such person moving into an apartment in the property.

SELLER'S CERTIFICATION

THE BUILDINGS ARE VACANT

Date SELLER purchased this property: _____ (year) Purchase price: _____

If, by the time of closing, SELLER will have owned the property for 10 years or more, has SELLER made major improvements to the property in any consecutive 24 month period?

_____ Yes* _____ No _____ Not owned for 10 years or more.

*If "yes", please itemize:

Improvements	Cost	Date

I/We further certify that this property has not received Low Income Housing Tax Credits for which the fifteen-year compliance period is still in effect.

DATED: _____ SELLER: _____

WITNESS: _____ SELLER: _____

ADDENDUM 2

FEDERAL FINANCING

BUYER'S NOTICE TO SELLER FOR ALL PROPERTIES LISTED:

(i) SEE EXHIBIT A

Because it is anticipated that a portion of the financing for the project in which the property will be included will require Federal financial assistance, the BUYER hereby notifies the SELLER as follows:

(1) BUYER is not a governmental agency or instrumentality thereof, that has the power of eminent domain, and BUYER will not be able to acquire the property in the event negotiations fail to result in an amicable agreement.

(2) BUYER believes that its offer to purchase the property as set forth in the attached Contract to Purchase represents the fair market value of the property.

SELLER'S CERTIFICATION

SELLER has read and understands the foregoing Notice and SELLER's decision to enter into this Contract to Purchase has been made voluntarily.

DATED: _____ SELLER: _____

WITNESS: _____ SELLER: _____