MILLCREEK TOWNSHIP GENERAL AUTHORITY DISBURSEMENT REQUEST AND AFFIDAVIT

(To be delivered to Land Bank before each Work Plan Disbursement)

1. PROJECT: 8th Street Project/ Gateway Demolition (Up to \$250,000 Yearly for 4 years)

2. PREMISES: West 8th Street, Millcreek Township, Erie County, Pennsylvania

3. PERIOD TO: April 19, 2024 4. TOTAL WORK PLAN AMOUNT: \$1,000,000,00

4. TOTAL WORK PLAN AMOUNT: \$1,000,000.00
5. PRIOR DISBURSEMENTS: \$0,00

6. CURRENT DISBURSEMENT REQUEST: \$211,425.00

7. UNDISBURSED BALANCE REMAINING: \$788,575.00

The Undersigned, the authorized representative of Millcreek Township General Authority (the "Authority"), having made due investigation as to the matters set forth in this Request and Affidavit (sometimes referred to herein as "Disbursement Request") and to induce Erie County Land Bank ("Land Bank") to make the Current Work Plan Disbursement Request as set forth on line 6 above to Authority pursuant to the terms of the Cooperation Agreement and Work Plan (the "Work Plan Agreement") dated January 25, 2023, between Authority and Land Bank, and in conjunction with the attached receipts, invoices or such other form of supporting documentation as is acceptable to the Land Bank, after being duly sworn, does depose and state:

- 1. <u>Work Plan Disbursement Request.</u> Authority hereby requests that the Land Bank make a Disbursement on the Work Plan in the amount of the Current Work Plan Disbursement Request as set forth on line 6 above and does hereby represent and certify to the Land Bank that the Authority is entitled to receive such Current Work Plan Disbursement Request under the terms of the Work Plan Agreement.
- 2. <u>Representations and Warranties</u>. All representations and warranties contained in the Work Plan Agreement and the other documents executed and delivered pursuant to the Work Plan Agreement (collectively with the Work Plan Agreement, the "Work Plan Documents") are true and accurate in all material respects as of the date of this Agreement.
- 3. <u>No Event of Default.</u> No Event of Default exists under any Work Plan Documents, and no event or condition has occurred and is continuing or existing, or would result from the Disbursement about to be made, which, with the lapse of time or the giving of notice, or both, would constitute such an Event of Default.
- 4. <u>Performance Continuous</u>. Performance of the Work on the Project has been carried on with reasonable dispatch and has not been discontinued at any time for reasons within the control of Authority.
- 5. <u>Work on Schedule</u>. The Work is progressing in such manner so as to insure completion of the Work in substantial accordance with the Work Plan on or before the Project Completion Date.
- 6. <u>Disbursements Applied to Work Plan Costs.</u> All funds received from Land Bank previously as Disbursements under the Work Plan Agreement have been expended (or are being held in trust) for the sole purpose of paying Work Plan costs ("Costs") previously certified to Land Bank in Disbursement Requests. No part of said funds has been used, and the funds to be received pursuant to this Disbursement Request shall not be used, for any other purpose. No item of Costs previously certified to Land Bank in an Disbursement Request remains unpaid as of the date of this Affidavit.

- 7. <u>Statements Truthful; Costs Accurate; Disbursements to Pay Costs.</u> All of the statements and information set forth in the Disbursement Request being submitted to Land Bank with this affidavit are true and correct in every material respect at the date of this affidavit. All Costs certified to Land Bank in this Disbursement Request accurately reflect the precise amounts due. Where such Costs have not yet been billed to Authority, they accurately reflect Authority's best estimates of the amounts that will become due and owing during the period covered by the Disbursement Request. All the funds to be received pursuant to this Disbursement Request shall be used solely for the purposes of paying the items of Cost specified in this Disbursement Request or for reimbursing Authority for such items previously paid by Authority.
- 8. <u>No Impairment of Authority's Ability to Perform</u>. Nothing has occurred which has or may substantially and adversely impair the ability of Authority to meet its obligations under the Work Plan Documents.
- 9. <u>No Prior Work Plan Requisition for Expenses</u>. None of the items of expense specified in this Disbursement Request submitted with this Affidavit have previously been made the basis of any Disbursement Request by Authority or of any payment by Land Bank.
- 10. <u>Aggregate Cost of Completion of Project</u>. The estimated aggregate cost of completing the Project is \$788,575.00.
- 11. <u>All Preconditions to Disbursement Have Been Satisfied</u>. All conditions to the Disbursement which is to be made in accordance with this Disbursement Request (in additional to those conditions to which reference is made in this Work Plan Disbursement Request) have been met in accordance with the terms of the Work Plan Agreement.
- 12. <u>Terms</u>. The capitalized terms used in this Disbursement Request and Affidavit, not otherwise defined herein, have the meaning given to them in the Work Plan Agreement. This affidavit is subject to and incorporates the terms of the Work Plan Agreement.

Witness:

MILLCREEK TOWNSHIP GENERAL AUTHORITY

melane Page

Title: Executive Director

Sworn to before me this 19th day of APRIL, 2024.

Notary Public

(SEAL)

Commonwealth of Pennsylvania - Notary Seal Sheryl A. Williams, Notary Public Erie County

My commission expires November 19, 2024

Commission number 1245861

Member, Pennsylvania Association of Notaries

FINANCIAL REPORTING FOR DISBURSEMENT REQUEST



Millcreek Township General Authority 8th Street Project/Gateway Demolition Through 4/19/2024								
		Funds Allocation						
Payee	Te	otal Invoice amount		\$250,000 ailable as of 2023	\$250,000 available as of 2024	\$250,000 ailable as of 2025		\$250,000 ailable as of 2026
Empire Excavation and Demolition, Inc	\$	44,910.00	\$	44,910.00				
Empire Excavation and Demolition, Inc	\$	44,460.00	\$	44,460.00				
Empire Excavation and Demolition, Inc	\$	53,250.00	\$	53,250.00				
Empire Excavation and Demolition, Inc	\$	68,805.00	\$	68,805.00				
Total Spent Polance Persolving	\$	211,425.00	\$		\$ -	\$ 250,000,00	\$	250,000.00
	Total Spent Balance Remaining							

I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the agreement between the Millcreek Township General Authority and the Erie County Land Bank.

Matthew Waldinger	
Printed name of individual completing this form	
₹.	April 19, 2024
Signature of individual completing this form	Date





Date	Invoice #
4/1/2024	733

Bill To:

Millcreek Township General Authority Millcreek Township Municipal Building 3608 West 26th Street Erie, Pennsylvania 16506-2037

Service Location:

Bel Aire Property (Motel Strip Only) 2800 West 8th Street Erie, Pennsylvania 16505

	Project P.O. No.				Terms	
Serviced	Description		Qty	Rate	Amount	
	BEL-AIRE: Demolition of stand-alone motel- located in the Northeast corner of the proper 8th Street Erie, Pennsylvania 16505, former	ty located at 2800 West	1	44,900.00	44,900.00	
	Hotel. BEL-AIRE: Option 1 Amount of Retainagesubtracted from invoice payment (10%)	ce and to be paid on final	1	5,000.00 -4,990.00	5,000.00 -4,990.00	

Total	\$44,910.00
Payments/Credits	\$0.00
Balance Due	\$44,910.00

Phone # Fax #		Email	Website	
(814) 490-6611	(814) 796-4625	empiresnow@yahoo.com	www.empireerie.com	

		imship Gateway Project Phase
PREMISES L	OCATION: 2600	West om Street (Bel-Aire)
OWNER:		Millcreek Township General Authority
CONTRACTO	OR:	Empire Excavition and Demolition, Inc
PAYMENT NO.:	APPLICATION	#1
TIME PERIO	D TO:	April 01 , 2024

This Contractor Certification of Payment and Partial Lien Release is submitted in conjunction with the above referenced Application No.* for the Period covered as described in the Agreement ("Contractor Application").

with Millcreek Township General Authority ("Owner") dated Normal 2023 ("Agreement") for the demolition of several buildings ("Project") on property located at 2000 West of Sweet ("Premises") and the furnishing of certain materials, equipment, services and/or labor in connection therewith, does hereby represent, certify and agree with Owner and any entity that may have loaned funds and/or guaranteed and/or otherwise participated in the financing of the completion of the Project ("Financing Party") as follows:

- 1. Contractor does hereby acknowledge that upon receipt of the sum of \$ 11.910.00—
 ("Current Payment Due") as set forth in the Contractor Application No. set forth above it will have been paid in full for all materials, equipment, services and/or labor provided by Contractor in connection with the Project through the date hereof.
- 2. No Default exists by the Owner under the terms of the Agreement and the Contractor has no basis for any claim for any amount from the Owner except for amounts under the terms of the Agreement for work not yet performed by Contractor.
- 3. Contractor, having been paid for all work performed and materials supplied for the Project through the date hereof, except for the amount set forth in Paragraph I hereof that are not yet due and payable, does hereby waive and release any and all liens or claims of lien against the Premises or other improvements thereon through the date hereof.
- 4. Contractor does hereby certify that it has paid in full all subcontractors, materialmen and other persons it has engaged to perform services or to supply equipment or materials for or in connection with the Project and that all known obligations owed or claims against the Contractor that could be asserted as a lien against the Premises or the Project through the date hereof have

been satisfied or will be satisfied with the amount as paid to Contractor and referenced in Paragraph 1 hereof. Contractor is not aware of any actual or threatened mechanics! liens or claims by subcontractors or materialmen with respect to the Project.

- 5. Contractor is in full compliance with the Contractor and Subcontractor Payment Act and Contractor will use the current payment due, when received, to pay its subcontractors and materialmen.
- 6. Contractor shall indemnify, defend, protect and hold Owner and any Financing Party harmless against all actions, claims, demands, damages, liabilities, losses, penalties or expenses of any kind (including but not limited to attorneys fees, experts fees and expenses of litigation) which may be brought or imposed upon the Premises or the Owner or any Financing Party or which Owner or any Financing Party may pay or incur by reason of injury to person or property, from whatever cause, all or in any way connect with construction on the Premises, or the improvements or personal property therein or thereon, including without limitation, any liability or injury to the person or property of Contractor, his, her, its, or their agents, officers, employees, subcontractors, materialmen or invitees. Contractor agrees to indemnify, defend and protect Owner and Bank and hold them harmless form any and all liability, loss, cost or obligation on account of, or arising out of, any such injury or loss however occurring, including breach of the provisions of the Agreement.

ification of Payment and Lien Release, is executed or
CONTRACTOR:
By Marie Wesolder
Print Name: WICOLE WESCHER
Title: President

Commission number 1367774





Date	Invoice #
4/19/2024	734

Bill	To:

Millcreek Township General Authority Millcreek Township Municipal Building 3608 West 26th Street Erie, Pennsylvania 16506-2037

Service Location:	
Manor Motel	
2819 West 8th Street	
Erie, Pennsylvania 16505	

	Project P.O. No.				Terms
Serviced	Description		Qty	Rate	Amount
	MANOR MOTEL: Demolition of the parcel located at 2835 West 8th		1	41,900.00	41,900.00
	Street Erie, Pennsylvania 16505 formerly know MANOR MOTEL: Option 1 Amount of Retainagesubtracted from invoice payment (10%)		1	7,500.00 -4,940.00	

Total	\$44,460.00
Payments/Credits	\$0.00
Balance Due	\$44,460.00

Phone #	Fax #	Email	Website
(814) 490-6611	(814) 796-4625	empiresnow@yahoo.com	www.empireerie.com

PROJECT NAME: MillCrelk Township Gateway Project Phase I PREMISES LOCATION: 2019 West 8th Street (Manor Motel)

OWNER:

Millcreek Township General Authority

CONTRACTOR:

Empire Excavation and Demolition, Inc.

PAYMENT

APPLICATION

NO.:

TIME PERIOD TO:

April 19, 2024

This Contractor Certification of Payment and Partial Lien Release is submitted in conjunction with the above referenced Application No.*3 for the Period covered as described in the Agreement ("Contractor Application").

with Millereck Township General Authority ("Owner") dated November |, 2023 ("Agreement") for the demolition of several buildings ("Project") on property located at 289 West of Street ("Premises") and the furnishing of certain materials, equipment, services and/or labor in connection therewith, does hereby represent, certify and agree with Owner and any entity that may have loaned funds and/or guaranteed and/or otherwise participated in the financing of the completion of the Project ("Financing Party") as follows:

- 2. No Default exists by the Owner under the terms of the Agreement and the Contractor has no basis for any claim for any amount from the Owner except for amounts under the terms of the Agreement for work not yet performed by Contractor.
- 3. Contractor, having been paid for all work performed and materials supplied for the Project through the date hereof, except for the amount set forth in Paragraph 1 hereof that are not yet due and payable, does hereby waive and release any and all liens or claims of lien against the Premises or other improvements thereon through the date hereof.
- 4. Contractor does hereby certify that it has paid in full all subcontractors, materialmen and other persons it has engaged to perform services or to supply equipment or materials for or in connection with the Project and that all known obligations owed or claims against the Contractor that could be asserted as a lien against the Premises or the Project through the date hereof have

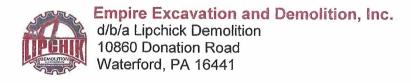
been satisfied or will be satisfied with the amount as paid to Contractor and referenced in Paragraph 1 hereof. Contractor is not aware of any actual or threatened mechanics! liens or claims by subcontractors or materialmen with respect to the Project.

- 5. Contractor is in full compliance with the Contractor and Subcontractor Payment Act and Contractor will use the current payment due, when received, to pay its subcontractors and materialmen.
- 6. Contractor shall indemnify, defend, protect and hold Owner and any Financing Party harmless against all actions, claims, demands, damages, liabilities, losses, penalties or expenses of any kind (including but not limited to attorneys fees, experts fees and expenses of litigation) which may be brought or imposed upon the Premises or the Owner or any Financing Party or which Owner or any Financing Party may pay or incur by reason of injury to person or property, from whatever cause, all or in any way connect with construction on the Premises, or the improvements or personal property therein or thereon, including without limitation, any liability or injury to the person or property of Contractor, his, her, its, or their agents, officers, employees, subcontractors, materialmen or invitees. Contractor agrees to indemnify, defend and protect Owner and Bank and hold them harmless form any and all liability, loss, cost or obligation on account of, or arising out of any such injury or loss however occurring including breach of the provisions of the Agreement.

or, may such injury of 1033 110 we get occurring	s, merdaing breach of the provis	ions of the Algroomeric.
the WITNESS WHEREOF, this Cert	ification of Payment and Lien I	Release, is executed on
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Witness:	CONTRACTOR:	, 2
Klisten um. Engler	By: Aluell O We	solver
U Notary Seal	Print Name: NICOLE WES	chler
Commonwealth of Pennsylvania - Notary Seal Kristen M. Snyder, Notary Public Erie County	Title: President	
My commission expires January 25, 2025	8 P F	•

Commission number 1367774 Member, Pennsylvania Association of Notaries





Date	Invoice #
4/19/2024	749

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Millcreek Township General Authority Millcreek Township Municipal Building 3608 West 26th Street Erie, Pennsylvania 16506-2037

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Sand Bar 2835 West 8th Street Erie, Pennsylvania 16505

	Project		Project P.O. No.			1	Terms		
Serviced	Description		Qty	Rate	Amount				
	SAND BAR: Demolition of the parcel located Erie, Pennsylvania 16505 formerly known as	at 2835 West 8th Street to the Sand Bar.	1	53,250.00	53,250.00				

Total	\$53,250.00
Payments/Credits	\$0.00
Balance Due	\$53,250.00

Phone #	Fax #	Email	Website
(814) 490-6611	(814) 796-4625	empiresnow@yahoo.com	www.empireerie.com

PROJECT NAME: MillCrelk PREMISES LOCATION: 283	township Gateway Project Phase 1 5 West 8th Street Eric, PA 16505
OWNER:	Millcreek Township General Authority
CONTRACTOR:	Empire Excavation and Demolition, Inc
PAYMENT APPLICATION NO.:	#4
TIME PERIOD TO:	April 19 2024

This Contractor Certification of Payment and Partial Lien Release is submitted in conjunction with the above referenced Application No. for the Period covered as described in the Agreement ("Contractor Application").

with Millcreek Township General Authority ("Owner") dated November 1, 2023 ("Agreement") for the demolition of several buildings ("Project") on property located at 235 West or Street ("Premises") and the furnishing of certain materials, equipment, services and/or labor in connection therewith, does hereby represent, certify and agree with Owner and any entity that may have loaned funds and/or guaranteed and/or otherwise participated in the financing of the completion of the Project ("Financing Party") as follows:

- 1. Contractor does hereby acknowledge that upon receipt of the sum of \$53,250.00 ("Current Payment Due") as set forth in the Contractor Application No. set forth above it will have been paid in full for all materials, equipment, services and/or labor provided by Contractor in connection with the Project through the date hereof.
- 2. No Default exists by the Owner under the terms of the Agreement and the Contractor has no basis for any claim for any amount from the Owner except for amounts under the terms of the Agreement for work not yet performed by Contractor.
- 3. Contractor, having been paid for all work performed and materials supplied for the Project through the date hereof, except for the amount set forth in Paragraph 1 hereof that are not yet due and payable, does hereby waive and release any and all liens or claims of lien against the Premises or other improvements thereon through the date hereof.
- 4. Contractor does hereby certify that it has paid in full all subcontractors, materialmen and other persons it has engaged to perform services or to supply equipment or materials for or in connection with the Project and that all known obligations owed or claims against the Contractor that could be asserted as a lien against the Premises or the Project through the date hereof have

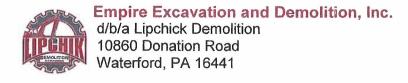
been satisfied or will be satisfied with the amount as paid to Contractor and referenced in Paragraph 1 hereof. Contractor is not aware of any actual or threatened mechanics! liens or claims by subcontractors or materialmen with respect to the Project.

- 5. Contractor is in full compliance with the Contractor and Subcontractor Payment Act and Contractor will use the current payment due, when received, to pay its subcontractors and materialmen.
- 6. Contractor shall indemnify, defend, protect and hold Owner and any Financing Party harmless against all actions, claims, demands, damages, liabilities, losses, penalties or expenses of any kind (including but not limited to attorneys fees, experts fees and expenses of litigation) which may be brought or imposed upon the Premises or the Owner or any Financing Party or which Owner or any Financing Party may pay or incur by reason of injury to person or property, from whatever cause, all or in any way connect with construction on the Premises, or the improvements or personal property therein or thereon, including without limitation, any liability or injury to the person or property of Contractor, his, her, its, or their agents, officers, employees, subcontractors, materialmen or invitees. Contractor agrees to indemnify, defend and protect Owner and Bank and hold them harmless form any and all liability, loss, cost or obligation on account of, or arising out of, any such injury or loss however occurring, including breach of the provisions of the Agreement.

Commission number 1367774

Member, Pennsylvania Association of Notaries





Date	Invoice #
4/19/2024	750

Bill To:

Millcreek Township General Authority Millcreek Township Municipal Building 3608 West 26th Street Erie, Pennsylvania 16506-2037

Service Location:

Joe Roots 2832 West 8th Street Erie, Pennsylvania 16505

Project		Project P.O. No.		7	Terms	
Serviced	Description		Qty	Rate	Amount	
· · · · · · · · · · · · · · · · · · ·	JOE ROOTS: Demolition of the parcel located at 2832 West 8th Street Erie, Pennsylvania 16505 formerly known as Joe Roots.		1	57,900.00	57,900.00	
	JOE ROOTS: Option 1 Amount of Retainagesubtracted from invoice ac payment (10%)		1	18,550.00 -7,645.00	18,550.00 -7,645.00	

Total	\$68,805.00 \$0.00	
Payments/Credits		
Balance Due	\$68,805.00	

F	Phone #	Fax#	Email	Website
(81	4) 490-6611	(814) 796-4625	empiresnow@yahoo.com	www.empireerie.com

PROJECT NAME: MillCreek Township Gateway Project Phase 1 PREMISES LOCATION: 2833 West 8th Street Eric, PA 16505

OWNER:

Millcreek Township General Authority

CONTRACTOR:

Empire Excavation and Demolition, Inc.

PAYMENT

APPLICATION *

NO .:

TIME PERIOD TO:

April 19 , 2024

This Contractor Certification of Payment and Partial Lien Release is submitted in conjunction with the above referenced Application No. ** for the Period covered as described in the Agreement ("Contractor Application").

- with Millcreek Township General Authority ("Owner") dated November J. 2023 ("Agreement") for the demolition of several buildings ("Project") on property located at 2832 West or Street ("Premises") and the furnishing of certain materials, equipment, services and/or labor in connection therewith, does hereby represent, certify and agree with Owner and any entity that may have loaned funds and/or guaranteed and/or otherwise participated in the financing of the completion of the Project ("Financing Party") as follows:
 - 1. Contractor does hereby acknowledge that upon receipt of the sum of \$ \(\sum \) \(\s
 - No Default exists by the Owner under the terms of the Agreement and the Contractor has no basis for any claim for any amount from the Owner except for amounts under the terms of the Agreement for work not yet performed by Contractor.
 - 3. Contractor, having been paid for all work performed and materials supplied for the Project through the date hereof, except for the amount set forth in Paragraph 1 hereof that are not yet due and payable, does hereby waive and release any and all liens or claims of lien against the Premises or other improvements thereon through the date hereof.
 - 4. Contractor does hereby certify that it has paid in full all subcontractors, materialmen and other persons it has engaged to perform services or to supply equipment or materials for or in connection with the Project and that all known obligations owed or claims against the Contractor that could be asserted as a lien against the Premises or the Project through the date hereof have

been satisfied or will be satisfied with the amount as paid to Contractor and referenced in Paragraph 1 hereof. Contractor is not aware of any actual or threatened mechanics! liens or claims by subcontractors or materialmen with respect to the Project.

- 5. Contractor is in full compliance with the Contractor and Subcontractor Payment Act and Contractor will use the current payment due, when received, to pay its subcontractors and materialmen.
- 6. Contractor shall indemnify, defend, protect and hold Owner and any Financing Party harmless against all actions, claims, demands, damages, liabilities, losses, penalties or expenses of any kind (including but not limited to attorneys fees, experts fees and expenses of litigation) which may be brought or imposed upon the Premises or the Owner or any Financing Party or which Owner or any Financing Party may pay or incur by reason of injury to person or property, from whatever cause, all or in any way connect with construction on the Premises, or the improvements or personal property therein or thereon, including without limitation, any liability or injury to the person or property of Contractor, his, her, its, or their agents, officers, employees, subcontractors, materialmen or invitees. Contractor agrees to indemnify, defend and protect Owner and Bank and hold them harmless form any and all liability, loss, cost or obligation on account of, or arising out of, any such injury or loss however occurring, including breach of the provisions of the Agreement.

Member, Pennsylvania Association of Notaries