

CITY LAND BANK'S DISBURSEMENT REQUEST AND AFFIDAVIT
(To be delivered to County Land Bank before each Work Plan Disbursement)

1.	PROJECT:	\$141,000 2021 Work Plan	
2.	PREMISES:	City of Erie, Erie County, Pennsylvania	
3.	PERIOD TO:		December 31, 2023
4.	TOTAL WORK PLAN AMOUNT:	\$141,000.00	
5.	PRIOR DISBURSEMENTS:	\$139,426.74	
6.	CURRENT DISBURSEMENT REQUEST:	<u>\$ 1,573.26</u>	
7.	UNDISBURSED BALANCE REMAINING:	\$ 0.00	

The Undersigned, the authorized representative of Erie Land Bank (the "City Land Bank"), 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 ("County Land Bank") to make the Current Work Plan Disbursement Request as set forth on line 6 above to City Land Bank pursuant to the terms of the Cooperation Agreement dated November 29, 2018, and subsequent Work Plan II, approved by the County Land Bank December 11, 2019, (collectively the "Work Plan Agreement") and in conjunction with the attached receipts, invoices or such other form of supporting documentation as is acceptable to the County Land Bank, after being duly sworn, does depose and state:

1. Work Plan Disbursement Request. City Land Bank hereby requests that the County 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 County Land Bank that the City Land Bank is entitled to receive such Current Work Plan Disbursement Request under the terms of the Work Plan Agreement.

2. Representations and Warranties. 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. No Event of Default. 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. Performance Continuous. 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 City Land Bank.

5. Work on Schedule. 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. Disbursements Applied to Work Plan Costs. All funds received from County 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 costs of the scope of the Work Plan ("Costs") previously certified to County 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 County Land Bank in a Disbursement Request remains unpaid as of the date of this Affidavit.

7. Statements Truthful; Costs Accurate; Disbursements to Pay Costs. All of the statements and information set forth in the Disbursement Request being submitted to County Land Bank with this affidavit are true and correct in every material respect at the date of this affidavit. All Costs certified to County Land Bank in this Disbursement Request accurately reflect the precise amounts due. Where such Costs have not yet been billed to City Land Bank, they accurately reflect City Land Bank'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 City Land Bank for such items previously paid by City Land Bank.

8. No Impairment of City Land Bank's Ability to Perform. Nothing has occurred which has or may substantially and adversely impair the ability of City Land Bank to meet its obligations under the Work Plan Documents.

9. No Prior Work Plan Requisition for Expenses. 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 City Land Bank or of any payment by County Land Bank.

10. Aggregate Cost of Completion of Project. The estimated aggregate cost of completing the Project is \$105,821.

11. All Preconditions to Disbursement Have Been Satisfied. All conditions to the Disbursement which is to be made in accordance with this Disbursement Request (in addition 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. Terms. 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:

ERIE LAND BANK

Kendal White

By: [Signature]
Title: Executive Director

Sworn to before me this 16 day
of JANUARY, 2024.

Cynthia Marie Johnson
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Cynthia Marie Johnson, Notary Public
Erie County
My commission expires April 5, 2026
Commission number 1418466
Member, Pennsylvania Association of Notaries

(SEAL)

ERIE LAND BANK 2021 WORK PLAN

As of: December 31, 2023



ERIE LAND BANK

Total Project Cost
Previous Requests
Current Request

	ECLB Funds	Co. Demolition	ELB Funds
Total Project Cost	\$ 500,000.00	\$ 141,000.00	\$ 23,000.00
Previous Requests	\$ 384,083.24	\$ 139,426.74	\$ 6,766.50
Current Request	\$ -	\$ 1,573.26	\$ -
	\$ 115,916.76	\$ (0.00)	\$ 16,233.50

	Acquisition	Demolition	Prop Maint	Admin	Total
Erie Land Bank					
Legal Costs				\$ 1,573.26	\$ 1,573.26
Maintenance				\$ -	\$ 0.00
Environmental	\$ -	\$ -		\$ -	\$ 0.00
Administration (Website)				\$ -	\$ 0.00
Audit				\$ -	\$ 0.00
Administrative Fee (% of ACT 152 Invoice)				\$ -	\$ 0.00
Administrative Fee (% of Demolition Invoice)				\$ -	\$ 0.00
Administrative Fee (Filing Fees)				\$ -	\$ 0.00
Redevelopment Authority of the City of Erie					\$ 0.00
Administration					\$ 0.00
Appraisals	\$ -				\$ 0.00
					\$ 0.00
TOTAL FUNDING REQUEST - December 2023					1,573.26

MARSH SCHAAF LLP
 SUITE 300 300 STATE STREET
 ERIE PA 16507
 814-456-5301
 FAX 814-456-1112
 EIN 250640643

REDEVELOPMENT AUTHORITY FOR THE CITY OF ERIE
 ATTN: AARON SNIPPETT, EXECUTIVE DIRECTOR
 626 STATE STREET, ROOM 107
 ERIE PA 16501

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 12/18/2023
 FILE 12301026-000D
 INVOICE 1

2708 DOWNING/ZAC ASSOCIATES

			<u>HOURS</u>	
12/17/2023	ECS	Research, visit property, prepare and file response to Preliminary Objections	2.50	
	ECS	Oral Argument and hearings regarding Preliminary Objections (1st hearing)	3.50	
	ECS	Prepare Petition re Valuation, Oral Argument and Valuation hearings and testimony of Condemnee	5.00	
	ECS	Research and prepare Brief in support of denial of Preliminary Objections (Commonwealth Court Appeal)	4.50	
	ECS	Emails, meeting preparation, phone calls, review of correspondence, negotiations with condemnee and Attorney Knox	<u>15.50</u>	<u>[NO CHARGE]</u> 5,425.00

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL FEES</u>
EUGENE C SUNDBERG JR (ECS) PARTNER	15.50	\$350.00	\$5,425.00

BALANCE DUE \$5,425.00

FUNDING SOURCE GLB
 WORK PLAN 2021
 CATEGORY Condemnation
 INITIALS JH

 COPY

Please remit payment to:

Eugene C. Sundberg, Jr., Esq.
 Marsh Schaaf, LLP
 300 State Street, Suite 300
 Erie PA 16507

6838-11

WP21 \$1,573.26
 WP22 \$3851.74