

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

1.	PROJECT:	\$414,000 Initial Work Plan	
2.	PREMISES:	City of Erie, Erie County, Pennsylvania	
3.	PERIOD TO:		September 27, 2021
4.	TOTAL WORK PLAN AMOUNT:		\$414,000.00
5.	PRIOR DISBURSEMENTS:		\$348,166.92
6.	CURRENT DISBURSEMENT REQUEST:		\$4,364.20
7.	UNDISBURSED BALANCE REMAINING:		\$61,468.88

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 and Initial Work Plan (the "Work Plan Agreement") dated November 19, 2018, between City Land Bank and County Land Bank, 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 \$65,000.

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:

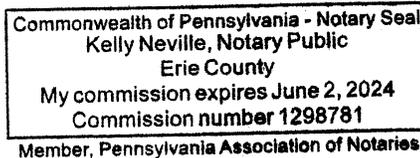
  
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ERIE LAND BANK

By:   
Title: Executive Director

Sworn to before me this 27 day  
of September, 2021

  
\_\_\_\_\_  
Notary Public



(SEAL)

1591681

# ERIE LAND BANK

## WORK PLAN I

September 27,2021

Total Funding Approved	\$ 414,000.00
Payments to Date	\$ 348,166.92
Balance Remaining	\$ 65,833.08

	<u>Acquisition</u>	<u>Demolition</u>	<u>Prop Mtc</u>	<u>Admin</u>
<b><u>November 2018 Expenses (Actual)</u></b>				
Erie Redevelopment Authority				
Appraisals	2,700.00			
Administration				480.74
<b><u>Funds Previously Approved (December 2018)</u></b>	(6,200.00)			(930.00)
<b><u>December 2018 Expenses (Actual)</u></b>				
Erie Redevelopment Authority				
Appraisals	2,950.00			
Administration				373.74
Erie Co. Tax Claim Bureau				
608 E. 7th St.	250.00			
<b><u>Funds Previously Approved (January 2019)</u></b>	(2,800.00)			(416.98)

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**January - March 2019 Expenses (Actual)**

Erie Redevelopment Authority				
Title Searches	2,700.00			
Filing Costs	2,812.50			
Postage Costs	875.40			
Legal Advertising	3,580.00			
Administration				1,322.81

**Funds Previously Approved (April 2019)** (6,867.90) (1,200.00) (1,080.31)

**April - May 2019 Expenses (Actual)**

Yardmaster				
Lawn Care (18 Properties)			234.75	
Lawn Care (18 Properties)			234.72	
Administration				2,490.72
Erie Co. Tax Claim Bureau				
608 E. 7th St.	88.55			

**Funds Previously Approved (June 2019)** (22,588.55) (73,000.00) 30.53 (4,253.77)

**June - July 2019 Expenses (Actual)**

Erie Redevelopment Authority				
Legal Fees-Condemnation Actions	18,750.00			
Administration				2,261.62
Asbestos Inspections		1,710.00		
Yardmaster				
Lawn Care (19 Properties)			247.76	
Lawn Care (18 Properties)			234.72	
Times Publishing Co. (Legal Ad - 2501 Brandes)				
Deed Recording (ERA to ELB)	102.00			

**Funds Previously Approved (August 2019)** (11,102.00) 8,605.00 (782.48) (10,835.57)

**August 2019 Expenses (Actual)**

Erie Redevelopment Authority				
Just Compensation - 930/932 East Ave	11,000.00			
Property Mtc (Board/Seal)			520.00	
Administration				1,093.31
Times Publishing Co. - Bid Notice W 4th Demos		105.40		
Dwyer Excavating - Demolition 608 E 7th		7,150.00		
Lipchik Demolition - Demo 1436 E 7th		5,795.00		
Lipchik Demolition - Demo 213 Hess		3,895.00		
Lipchik Demolition - Demo 1220 East Lake		5,795.00		
Lipchik Demolition - Demo 460 E 10th		4,650.00		
Times Publishing Co. - Bid Notice East Ave Demo		203.80		
Yardmaster (Lawn Care)			495.52	

<b><u>Funds Previously Approved (September 2019)</u></b>	(28,204.00)	(33,099.20)	(1,560.48)	(17,177.45)
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**September 2019 Expenses (Actual)**

Erie Redevelopment Authority				
Just Compensation - 1135 E 11th St	6,000.00			
Administration				750.00
Lipchik Demolition (1904 June St)		4,895.00		
Lipchik Demolition (3031 Pine Ave)		5,555.00		
DRS of Erie County (711 German St demo)		6,500.00		
DRS of Erie County (714 E 21st St demo)		6,850.00		
DRS of Erie County (Abatement - 658-664 W 4th St)		75,000.00		
Yardmaster (Lawn Care)			247.76	
Mike Dwyer (Demo - 525 E 27th St)		6,200.00		

<b><u>Funds Previously Approved (October 2019)</u></b>	-	(132,550.00)	(767.76)	(750.00)
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**October 2019-January 2020 Expenses (Actual)**

Erie Redevelopment Authority				
Legal Fees	2,500.00			
Administration				4,256.00
Yardmaster (Lawn Care)			260.80	
Kingsview Enterprises (1135 E 11th St demo)		6,800.00		
Siegel Excavating LLC (930 East Ave demo)		52,000.00		
DRS of Erie County (Demo - 658-664 W 4th St)		35,000.00		
Empire Excavation (Demo - 433 Huron St)		5,950.00		
Dwyer Excavating (Demo - 741 E 12th St)		5,400.00		
DRS of Erie County (Demo - 1618/1620 Sassafra		7,800.00		

**March 2020 Expenses (Estimated)**

Erie Redevelopment Authority				
Legal Fees	1,500.00			
Just Compensation (422 Poplar St.)	8,000.00			
Administration				1,425.00

**Septemebr 2021 Final**

Erie Redevelopment Authority				
Legal Fees (422 Poplar St.)	2,000.00			
Administration				2,364.20

<b>TOTAL FUNDING REQUEST - SEPTEMBER 2021</b>		<b>4,364.20</b>		
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MARSH SCHAAF LLP  
300 STATE STREET, SUITE 300  
ERIE, PA 16507  
814-456-5301  
FAX 814-456-1112  
EIN 250640643

ATTN: *Aaron Snippet, Executive Director*  
Erie Redevelopment Authority  
626 State Street, Suite 107  
Erie, PA 16501

*Invoice*  
Date: August 25, 2021

**January 2019 Condemnations**  
**RE: Zimbar, LLC (422 Poplar Street, Erie, PA)**

**Invoice for Fees:**

**Basic Fee:**

<i>Property Owner</i>	<i>Property Address</i>	<i>Fees</i>
Zimbar, LLC	422 Poplar St., Erie, PA	Fee: \$1,250.00

**Additional Attorney Fees:**

Preparation and attendance at Preliminary Objections Hearing in front of Judge Domitrovich; Prepare and file Motion to Enforce Joint Stipulation Agreement for Board of Viewers; Prepare and file Motion to Waive Board of Viewers Proceedings and Enforce Joint Stipulation Agreement; Preparation and attendance at all hearings; numerous telephone and email contacts, as well as correspondence with Condemnee, Board of Viewers and Judge Domitrovich to amicably resolve this matter; finalization and filing of all pertinent documentation with the Court.

Fees: \$750.00

Total Fees Billed: \$2,000.00

ATTORNEY EUGENE C. SUNDBERG, JR.



# Invoice

May 31, 2021

TO: ERIE LAND BANK  
626 STATE STREET, RM 107  
ERIE PA 16501

DUE UPON RECEIPT

ADMINISTRATION & STAFFING SERVICES – 422 POPLAR STREET

S.Henry – 9 hrs @ \$55.10/hr \$495.90

**TOTAL AMOUNT DUE \$495.90**

Please remit payment to:  
Erie Redevelopment Authority  
626 State Street, Rm 107  
Erie, PA 16501



# Invoice

August 31, 2021

TO: ERIE LAND BANK  
626 STATE STREET, RM 107  
ERIE PA 16501

DUE UPON RECEIPT

ADMINISTRATION & STAFFING SERVICES – DECEMBER 2020 – AUGUST 2021

A. Snippert – 33.5 hrs @ \$55.77/hr (422 Poplar Street) \$1,868.30

**TOTAL AMOUNT DUE 1,868.30**

Please remit payment to:  
Erie Redevelopment Authority  
626 State Street, Rm 107  
Erie, PA 16501