

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

1. PROJECT: Work Plan 2022
2. PREMISES: City of Erie, Erie County, Pennsylvania
3. PERIOD TO: January 31, 2024
4. TOTAL WORK PLAN AMOUNT: **\$885,000.00**

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.

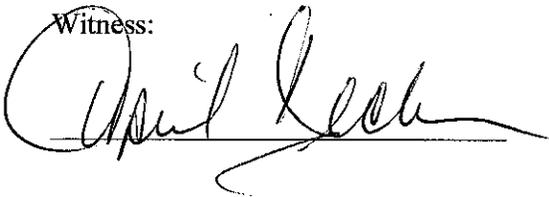
9. No Prior Work Plan Requisition for Expenses. None of the items of expense specified in this Disbursement Request submitted with this Affidavit have previously been made the basis of any Disbursement Request by City Land Bank or of any payment by County Land Bank.

10. Aggregate Cost of Completion of Project. The estimated aggregate cost of completing the Project is \$500,000.00.

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.

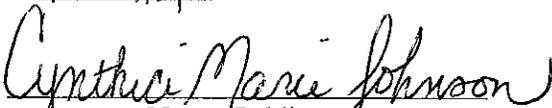
Witness:



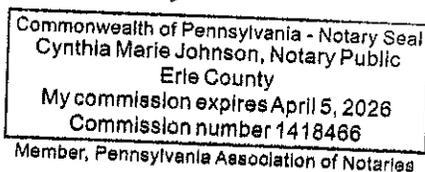
ERIE LAND BANK

By: 
Title: Executive Director

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


Notary Public

(SEAL)



INVOICE

Erie Land Bank
626 State Street, Room 107
Erie, PA 16501

adecker@redeveloperie.org



Erie County Land Bank

Bill to
Erie County Land Bank
150 East Front Street
Erie, PA 16507

Invoice details

Invoice no.: 1121
Terms: Net 30
Invoice date: 02/14/2024
Due date: 03/15/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		11 Condemnation Acquisition Bill Schaaf_WP2022 appraiser court appearances		1	\$1,650.00	\$1,650.00
2.		11 Condemnation Acquisition Marsh Schaaf_623 E 11th St_default notice, petition for value, hearing, atty fee, file final order		1	\$3,843.50	\$3,843.50
3.		11 Rehabilitation Empire_1027 E 3rd St_sidewalk repair/replacement		1	\$1,597.58	\$1,597.58
					Total	\$7,091.08

**FINANCIAL REPORTING
ERIE LAND BANK**

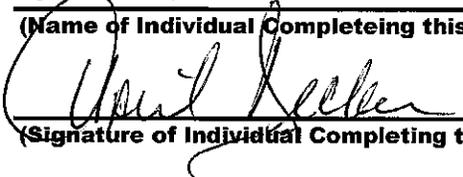
Grant Agreement Number:		WORK PLAN 2022			
Grant Organization:		Erie Land Bank			23
Report Period:		Jan-24			
BUDGET CATEGORIES*	G/L #	NEGOTIATED BUDGET	APPROVED DRAWDOWNS THIS PERIOD*	CUMULATIVE DRAWDOWNS TO DATE*	AVAILABLE BALANCE
1. RACE Administration & Staffing	6000	114,820.18		114,820.18	0.00
2. Demolition	6836	0.00		0.00	0.00
3. Tax Sale Acquisition	6837	61,900.00		41,827.89	20,072.11
4. RACE Condemnation/Acquisition	6838	105,800.00	5,493.50	86,694.10	19,105.90
5. Seasonal Maintenance	6840	25,737.00		25,737.00	0.00
6. Board & Seal	6841	29,000.00		27,887.51	1,112.49
7. Trash Removal / Clean	6842	10,179.82		6,420.00	3,759.82
8. Rehabilitation	6843	73,500.00	1,597.58	56,737.50	16,762.50
9. Environmental Abatement	6844	25,000.00		6,293.00	18,707.00
10. Professional Legal Fees	6201	13,500.00		12,000.00	1,500.00
11. Professional Services	6206	6,763.00		3,233.65	3,529.35
12. Utilities	6460	2,000.00		823.20	1,176.80
13. Software/Equipment	6430	2,000.00		2,000.00	0.00
14. Audit	6200	10,000.00		0.00	10,000.00
15. Office Supplies	6400	2,500.00		2,500.00	0.00
16. Travel	6103	3,000.00		3,000.00	0.00
17. Postage	6401	1,000.00		77.00	923.00
18. Advertising	6403	1,500.00		784.37	715.63
19. Education / Meetings	6101	2,500.00		2,500.00	0.00
20. Insurance	6300	7,000.00		7,000.00	0.00
21. Memberships/Subscriptions	6402	1,200.00		772.00	428.00
22. Contingency	6850	0.00		0.00	0.00
23. Telephone	6450	1,100.00		1,075.00	25.00
10. TOTALS*		500,000.00	7,091.08	402,182.40	97,817.60

I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the application and award documents.

April Decker, Director of Finance and Administration

(Name of Individual Completing this Form)

(Signature of Individual Completing this Form)

 02/14/2024

INVOICE

FROM:
 Becky Schick
 BILL SCHAAF AND ASSOCIATES, LLC
 4509 CARLTON DRIVE
 FAIRVIEW, PA 16415
 Telephone Number: 814.450.8127 Fax Number:

INVOICE NUMBER
 REDEVELOPMENT TEMP
DATE

TO:
 ERIE REDEVELOPMENT AUTHORITY
 626 STATE STREET
 ERIE, PA 16501
 Telephone Number: Fax Number: (814) 870-1331
 Alternate Number: E-Mail:

REFERENCE
 Internal Order #:
 Lender Case #:
 Client File #:
 Main File # on form:
 Other File # on form:
 Federal Tax ID: AVAILABLE ON REQUEST
 Employer ID:

DESCRIPTION

Lender: ERIE REDEVELOPMENT AUTHORITY Client:
 Purchaser/Borrower:
 Property Address:
 City:
 County: ERIE State: PA Zip:
 Legal Description: RECORD BOOK PAGE

FEES **AMOUNT**

Court Appearance:
 5/21/2023 2708 Downing Ave *ELB 21* 2,800.00
 6/2/2023 729 E 24th Street and 711/18th Street - *Roll ARPA blight* 600.00
 6/8/2023 2708 Downing Ave *ELB 21*
 9/26/2023 623 E 11th Street *ELB 22*
 10/3/2023 2315 - 17 Wayne Street *Roll ARPA blight*
 10/11/2023 602 W 9th Street *Roll ARPA blight*
 11/3/2023 2331 Cameron Rd *ELB 23*

Court prep Marsh Firm
 9/19/2023 623 E 11th Street *ELB 22*
 10/4/2023 602 W 9th Street *Roll ARPA blight*

Roll ←

ELB 22 *ELB 23* *ARPA blight*
\$1650.00 *\$350.00* *\$1400.00*

SUBTOTAL 3,400.00

PAYMENTS **AMOUNT**

Check #: Date: Description:
 Check #: Date: Description:
 Check #: Date: Description:

6838 **SUBTOTAL** 0

TOTAL DUE \$ 3,400.00

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 SNIPPERT, EXECUTIVE DIRECTOR
 626 STATE STREET, ROOM 107
 ERIE PA 16501

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 01/03/2024
 FILE 1230767-000D
 INVOICE 1

623 E. 11th STREET /MICHAEL NETTLES

			<u>HOURS</u>	
09/26/2022	ECS	Correspondence to Attorney Hutzelman regarding status of case		[NO CHARGE]
05/12/2023	ECS	Prepare and serve Default Notice	1.50	
08/22/2023	ECS	Prepare and file Petition for Valuation and Certificate of Service	1.50	
	ECS	Correspondence to Judge requesting hearing		[NO CHARGE]
08/30/2023	ECS	Serve Petition for Valuation and Order regarding hearing on Owner, lien holders and parties of interest	0.50	
09/19/2023	ECS	Prepare for meeting with RACE and appraiser regarding hearing	1.00	
09/26/2023	ECS	Attend hearing regarding valuation	0.50	
	ECS	Attorney Fee (Flat Fee - \$1,750.00)		
10/09/2023	ECS	File Final Order with Prothonotary & Recorder of Deeds Office re valuation; serve parties	0.50	
			<u>5.50</u>	<u>3,675.00</u>

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL FEES</u>
EUGENE C SUNDBERG JR (ECS) PARTNER	5.50	\$350.00	\$3,675.00

06/23/2022	Title Search	75.00
08/02/2023	Title Search Bringdown	75.00
10/06/2023	Erie County Recorder of Deeds - File Order	18.50
		<u>168.50</u>

BALANCE DUE

FUNDING SOURCE	<u>ELB</u>	
WORK PLAN	<u>22</u>	
CATEGORY	<u>Condemnation</u>	
INITIALS	<u>JH</u>	

\$3,843.50

Please remit payment to:

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

 COPY

6838-11



Empire Snow Management, Inc.
 10860 Donation Rd.
 Waterford, PA 16441

Invoice

Date	Invoice #
11/16/2023	16397

Bill To:
Erie Land Bank 626 State Street Room 107 Erie, Pennsylvania 16501

Service Location:
1027 East 3rd Street Erie, Pennsylvania 16507

Project		P.O. No.		Terms	
Serviced	Description	Qty	Rate	Amount	
11/15/2023	Sidewalk repair/replacement at 1027 East 3rd Street Erie, Pennsylvania 16507 (29' 9" x 6')	178.5	8.95	1,597.58	

Thank you for your business.

Total	\$1,597.58
Payments/Credits	\$0.00
Balance Due	\$1,597.58

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

WP22

ELB

6843-11