

PLEASE TYPE OR PRINT (LEGIBLY)

For Office Use Only:	Application Number: V- <u>18 - 32</u>
Tax map Section: <u>079</u> Block: <u>20</u> Lot: <u>10.0</u> Zoning District: <u>RA-1</u>	

1. Address of subject property: 119 Fairfield Avenue

2. Year property was purchased by current owner: 2017

3. Applicant/contact information:

a. Owner(s) (current titleholder):

Name(s): Brian Murphy

Mailing Address: 412 Burnet Park Dr

Zip: 13204 Daytime phone number: 256-8284 home phone number:

E-mail (alternate contact for additional information request): murphybd83@gmail.com

b. Contract purchaser(s) , Lessee , or Co-applicant (if applicable)

***note: Copy of contract to purchase must be included with application if this contract purchaser or lessee applies.**

Name(s):

Mailing Address:

Zip: Home phone number: Day Phone:

E-mail (alternate contact for additional information request):

c. Representative: Attorney , Architect , Contractor , Other Syracuse Land Bank
(Only if involved in this application)

Name(s): Terri Lockett

Mailing Address: 431 East Fayette Street, Syracuse NY

Zip: 13202 Telephone number: 315-422-2301 x18

4. Current use of property: (i.e., 1 family, 2 family, grocery store, etc.): vacant 2-unit dwelling

Proposed use and occupancy of property: 2-unit dwelling

Current number of onsite (off-street) parking spaces: 2

Proposed number of onsite (off-street) parking spaces: 2

Days and hours of operation (for any business uses): no business use proposed

Explain in detail what (if any) new additions or construction is proposed on the site: substantial rehabilitation - both interior and exterior improvements \$51,000+

Reason for request:

The courts have distinguished between use variances (for uses which are not permitted) and area variance (for excess lot coverage, additions into required yards, etc.). Be aware that *the standards of proof for a use variance are much more demanding* than for an area variance and that *the burden is on the applicant* to provide such proof in arguing their case. (See Standard of Proof requirements on required submittal page.)

Use additional sheets of paper to present proof if necessary.

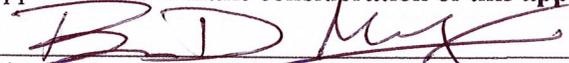
Please see attached standards of proof

The following affirmation must be signed and dated by the CURRENT PROPERTY OWNER or the owner's LEGAL representative (attorney, power of attorney, partner in the business, etc.).

DECLARATION

I understand that false statements made herein are **punishable as a Class A Misdemeanor, pursuant to section 210.45 of the Penal Law of the State of New York**. I declare that, subject to the penalties of perjury, any statements made on this application and any attachments are the truth and to the best of my knowledge correct.

I also understand that any false statements and/or attachments presented knowingly in connection with this application **will make consideration of this application null and void**.


Signature of CURRENT PROPERTY OWNER (or owner's LEGAL representative) 9/13/2018
Date

Brian D Murphy

Printed or typed name of person whose signature is above (if legal representative, also state relationship to owner).

SYRACUSE BOARD OF ZONING APPEALS
CITY HALL COMMONS, ROOM 101
201 EAST WASHINGTON STREET
SYRACUSE, NY 13202
(315) 448-8640

Board of Zoning Appeals application Procedures

Variance applications involve public hearings with the Board of Zoning Appeals. A variance application will not be considered complete on the applicant's part until all required submittals have been received and have been through a preliminary review by Zoning Office staff (and possibly other departments), including an evaluation of the application under the New York State Environmental Quality Review Act (SEQR).

Once an application has been determined to be ready for a public hearing with the Board of Zoning Appeals, it will be scheduled for the **next available** hearing date (allowing the necessary time from for the Board's authorization, newspaper publication, mailing schedules, etc.). A "Public Notice" regarding the hearing date will then be mailed to the applicant (and representative, if any), approximately ten (10) days prior to the hearing date.

The public notice is also published in the Syracuse Post Standard newspaper ten (10) days prior to the hearing date. Public notices are also sent to property owners contiguous to any property subject to a public hearing, and to other city departments and neighborhood organizations.

The application, and its contents, will then be open for inspection at the Syracuse Office of Zoning Administration during regular office hours.

Unless otherwise notified, all meetings at which public hearings are to be held will begin at 1:00 p.m. in the Common Council Chambers on the third floor of City Hall.

The applicant or his or her representative **must attend** the public hearing to explain the case request to the Board of Zoning Appeals. (The rules of the Board of Zoning Appeals **do not permit postponements** due to the absences of applicants or their representatives.) A variance decision is not final until a written resolution is adopted by the Board of Zoning Appeals and filed with the secretary to the Board. Depending upon the situation, the resolution may possibly not be adopted until a later meeting. A copy of the resolution will be mailed to the applicant.

Depending upon the type and complexity of the application, additional necessary reviews, and the hearing schedule, the entire variance application process from the submission of the application to the release of the resolution may take approximately two months.

Please sign that you have read and understand the above information and return this page with the application.

Signed:  Date: 9/13/2018

This application may be mailed or delivered in person to the Syracuse Office of Zoning Administration, located in Room 101 at City Hall Commons, 201 East Washington Street, Syracuse, NY 13202-1426. If you wish to discuss the application with a member of our staff, please call ahead for an appointment (448-8640).

NOTE: After receipt of the application, it may be necessary to require additional information from the applicant. *An application must be complete before a public hearing can be scheduled.*

Items that are submitted with the application will not be returned so it is important that the applicant must make any copies of items they need prior to submitting the application. **Copies will not be made by staff to the Board of Zoning Appeals.**

APPLICANT PLEASE NOTE: Approval of your application by the Board of Zoning Appeals does not relieve you or your agent from compliance with any other regulatory or licensing provisions additionally required by other Federal, State, County, or City authorities. You are still required to pursue and obtain permits from the Division of Code Enforcement.

05/2014



September 14, 2018

Office of Zoning Administration
City Hall Commons, Room 211
201 E. Washington Street
Syracuse, NY 13202

Re: Letter of Explanation for a Use Variance – 119 Fairfield Ave

Dear Sir/Madam,

119 Fairfield Ave is located within a Residential Class A-1 zoning district which only permits single family homes. According to Assessment records, this building was constructed in 1920. It operated legally as a two-family dwelling until 1962 when the zone was changed to R-A-1 from Residential Class A. At that point it was grandfathered with a non-conforming use status. The property had been vacant since 2011 and thus lost its non-conforming status. It was subsequently seized by the City of Syracuse for tax default and turned over to the Syracuse Land Bank in January 2016.

Brian Murphy purchased the property from the Landbank in March 2017 before we realized there were so many non-conforming buildings in the City. The Land Bank is now trying to address zoning issues upfront, before a purchase goes through. Mr. Murphy was not aware that the property lost its grandfathering to operate lawfully as a two family at the time he purchased the home. It has been completely renovated and three permits have been issued and closed.

As you will see in the attached application, we have examined the scenarios that would not require a variance. Because of the considerable sunk costs to rehabilitate the building as well as the size of the structure we have determined that unless granted a variance the current property owner will be unable to realize a reasonable return on the property.

The Landbank fully supports the granting of this variance because the renovation of the property helps to revitalize this Elmwood neighborhood by returning a formerly vacant and dilapidated property to productive use.

To support our application, please find the attached information:

- Application for Use Variance
- Short EAF
- Survey
- Site Plan (same as survey)
- Floor Plans (Existing)
- Standards of Proof for Area Variance
- Schedule of Permits and copies of Certificates of Completion

- Certificates of Completion
- Photographs
- Property Development Proposal
- Check in the amount of \$25.00
- Denial of Permit (anticipated)

Please let me know if you require any additional information or documentation to facilitate your review of this request.

Sincerely,



Katelyn Wright
Executive Director

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

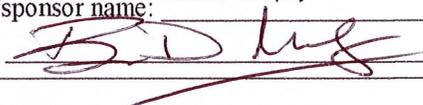
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: 119 Fairfield Avenue Use Variance			
Project Location (describe, and attach a location map): 119 Fairfield Ave Syracuse between South Avenue and Edgewood Avenue			
Brief Description of Proposed Action: We seek a use variance to allow 119 Fairfield Ave to operate as a two-family dwelling unit.			
Name of Applicant or Sponsor: Brian D. Murphy		Telephone: 315-256-8284	
		E-Mail: murphybd83@gmail.com	
Address: 412 Burnet Park Dr.			
City/PO: Syracuse		State: New York	Zip Code: 13204
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ .121 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ .121 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

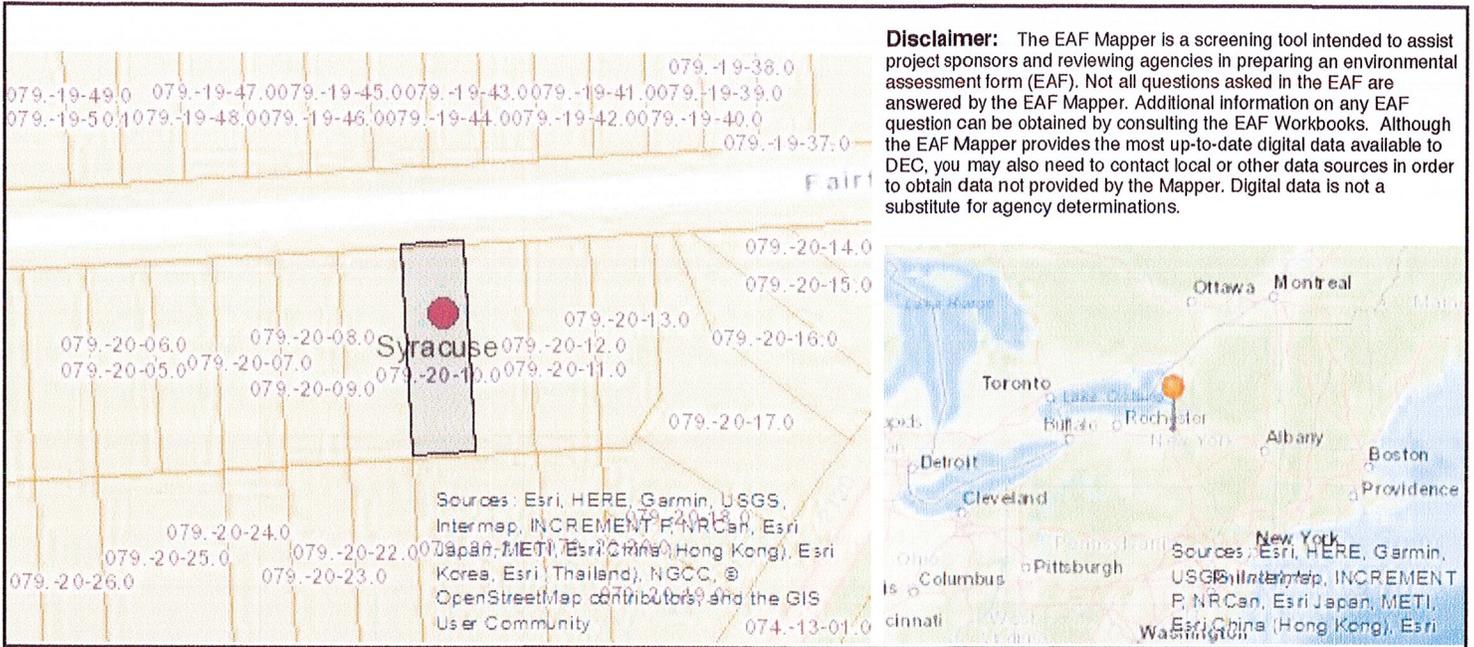
<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Brian D Murphy Date: 9/13/2018

Signature: 

2018-11-13 10:10 AM

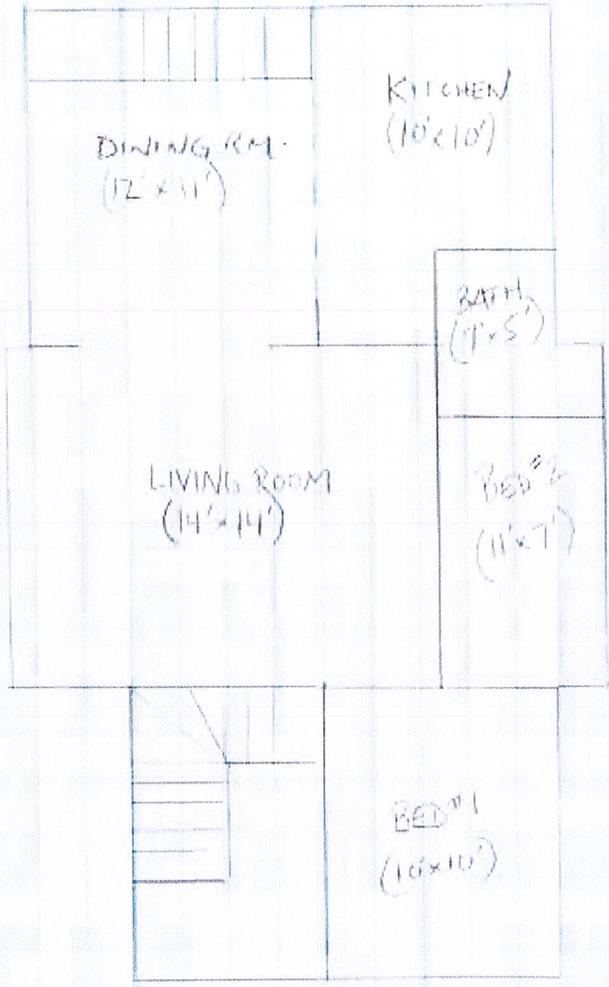


Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

111 FAIRFIELD AVE

□ = 2' x 2'

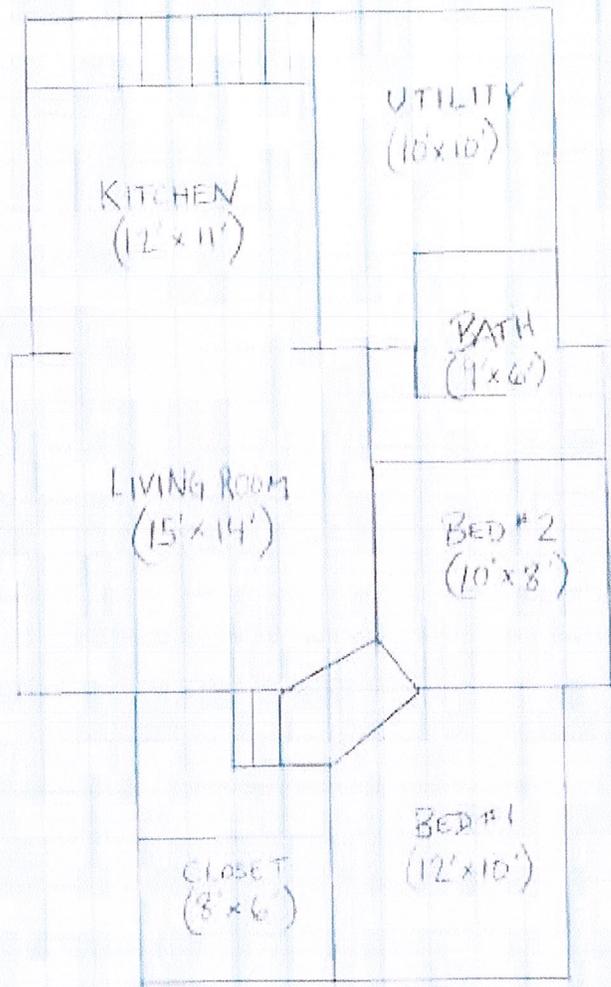
1st FLOOR



119 FAIRFIELD AVE

□ = 2' x 2'

2ND FLOOR



Standards of Proof for Use Variance
119 Fairfield Avenue

Reasonable Return

Brian Murphy purchased 119 Fairfield Avenue, from the Greater Syracuse Landbank on 3/10/2017 with the intent to renovate the property as it was then-configured, a two-family dwelling unit. Four permits were pulled with the Syracuse Permits Office. Three have been closed and renovations are now complete. In order to be released from the lien that the Land Bank holds on the property, the Landbank requires the buyer to schedule an inspection with the City of Syracuse Code Enforcement Office and secure a Certificate of Adequacy. The property passed inspection but the issuance of the C of A was denied due to zoning issues. Unfortunately, Mr. Murphy was not aware that the property was not legally allowed in an RA-1 zone prior to purchase. None of his permits for electric, porch repairs or interior repairs triggered a zoning review.

The property owner has invested over \$65,900 into the purchase and renovation of the property in its existing configuration. At this point, if a variance is not granted, Mr. Murphy would need to reconfigure the property as a single family home requiring further investment in interior demolition and renovations. The attached Comparative Market Analysis shows property sales within one quarter of a mile of 119 Fairfield Ave. The average value of homes sold is \$47,583 and the median value is \$37,000. Any additional investment into 119 Fairfield Ave. would cause the renovation costs to exceed the market value of single-family homes in the area. Alternately, if Mr. Murphy were to try and sell the property as-is, he could never recover the sunk costs given the current housing market. Neither of these options promises a reasonable return for Mr. Murphy.

If the Landbank were to recapture the property for default on his Purchase Contract and Rehabilitation Enforcement Mortgage, it would need to find another buyer willing to purchase and reconfigure the home as a single-family. Alternatively, the Land Bank would have to demolish the property. The estimated cost for demolition of the property is approximately \$20,000 plus costs associated with asbestos monitoring and water termination fees. If the Land Bank were forced to demolish the property these costs could never be recovered through the sale of the vacant lot to the adjoining neighbors. The lot is buildable but private investors are not attracted to new residential construction in the city of Syracuse and we believe that the land would remain vacant for the foreseeable future.

For these reasons, we believe that without the variance, neither Mr. Murphy or the Land Bank will be able to realize a reasonable return on the property. Approval of this request will allow the continued occupancy of this formerly vacant and dilapidated house. This is a desirable outcome for the City of Syracuse's tax base, the neighborhood and for the present homeowner.

Comparative Market Analysis Summary

Single Family Residential

S-Closed/Rented

#	MLS #	Address	Area	Gar Sp	BR	BF	BH	SqFt	Yr Blt	Acres	Tot Taxes	List Price	SP/SF	Sale Price	Clsd Dt	DOM
1	R1047724	256 Glenwood Avenue	Syracuse City-311500	0.00	4	1	1	1,616	1910	0.13	\$2,612	\$23,000	\$13.30	\$21,500	09/27/2017	108
2	S1030254	220 Valley Drive	Syracuse City-311500	0.00	5	1	1	1,548	1935	0.34	\$2,429	\$32,500	\$17.44	\$27,000	10/30/2017	150
3	S1087463	136 Elmwood Avenue	Syracuse City-311500	1.00	4	2	1	1,782	1905	0.33	\$3,552	\$36,000	\$20.20	\$36,000	12/29/2017	6
4	S1092688	219 Fletcher Avenue	Syracuse City-311500	1.00	4	2	0	1,512	1916	0.24	\$2,632	\$39,900	\$25.13	\$38,000	07/20/2018	106
5	S1084303	129 Fairfield Avenue	Syracuse City-311500	0.00	4	2	0	1,680	1910	0.12	\$2,564	\$72,000	\$46.43	\$78,000	05/21/2018	143
6	S1062408	117 Hutchinson Avenue	Syracuse City-311500	1.00	3	1	0	1,144	1935	0.13	\$1,939	\$89,900	\$74.30	\$85,000	10/26/2017	37
# LISTINGS:		6	AVG VALUES:	0.50	4	2	1	1,547	1919	0.22	\$2,621	\$48,883	\$32.80	\$47,583		92
# LISTINGS:		6	MIN VALUES:	0.00	3	1	1	1,144	1905	0.34	\$3,552	\$23,000	\$13.30	\$21,500		6
			MAX VALUES:	1.00	5	2	1	1,782	1935	0.12	\$1,939	\$89,900	\$74.30	\$85,000		150
			AVG VALUES:	0.50	4	2	1	1,547	1919	0.22	\$2,621	\$48,883	\$32.80	\$47,583		92
			MED VALUES:	0.50	4	2	1	1,582	1913	0.19	\$2,588	\$37,950	\$22.67	\$37,000		107
# LISTINGS TOTAL:		6	AVG VALUES FOR ALL:	0.50	4	2	1	1,547	1919	0.22	\$2,621	\$48,883	\$32.80	\$47,583		92
			MEDIAN VALUES FOR ALL:	0.50	4	2	1	1,582	1913	0.19	\$2,588	\$37,950	\$22.67	\$37,000		107

Quick Statistics (6 Listings Total)

Min	Max	Average	Median
\$23,000	\$89,900	\$48,883	\$37,950
\$21,500	\$85,000	\$47,583	\$37,000

Search Criteria

Presented By: *Chamar Otis*

This is an opinion of value or Comparative Market Analysis and should not be considered an appraisal. In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

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Unique Circumstances This property presents a unique circumstance that differs from other single-family properties in the 100 block of Fairfield Avenue because it contains 1,800 square feet of living space. The other single-family homes on the street contain an average of 1,328 square feet. The size of the building makes it difficult to convert to a single-family home.

St Number	Street	Yr Built	SFLA	NOBEDS	NOBATHS
Single-Family Homes					
102	FAIRFIELD AVE	1960	1,000	3	1.0
104	FAIRFIELD AVE	1960	1,008	3	1.0
106	FAIRFIELD AVE	1925	998	4	1.5
124	FAIRFIELD AVE	1930	1,818	3	2.0
126	FAIRFIELD AVE	1925	1,344	3	1.0
128	FAIRFIELD AVE	1930	1,232	3	1.0
132	FAIRFIELD AVE	1900	1,535	3	1.0
129	FAIRFIELD AVE	1910	1,680	2	2.0
125	FAIRFIELD AVE	1930	1,037	3	2.0
123	FAIRFIELD AVE	1930	1,284	3	1.0
117	FAIRFIELD AVE	1960	864	3	1.0
110	FAIRFIELD AVE	1930	2,136	4	2.0
	Average		1,328		
Two-Family Homes					
112	FAIRFIELD AVE	1925	1,509	3	2.0
114	FAIRFIELD AVE	1925	1,732	4	2.0
116	FAIRFIELD AVE	1920	1,720	5	2.0
118	FAIRFIELD AVE	1930	2,016	4	2.0
120	FAIRFIELD AVE	1925	1,548	4	2.0
135	FAIRFIELD AVE	1910	2,172	4	2.0
131	FAIRFIELD AVE	1920	1,848	4	2.0
121	FAIRFIELD AVE	1920	1,764	4	2.0
119	FAIRFIELD AVE	1920	1,800	4	2.0
115	FAIRFIELD AVE	1845	2,110	4	2.0

Essential Character of the Locality

While zoned RA-1, it should be noted that Fairfield Ave is made up of a mix of single and ten other two-family dwellings.

Allowing the variance will improve the neighborhood by redeveloping and reoccupying this formerly blighted and abandoned property. All external architectural features of the building have been maintained and are consistent with neighboring properties. A variance will not change the essential character of this street as Mr Murphy has not not changed the land use, architecture or occupancy type of the street. If the variance were not granted the home would likely become vacant for the foreseeable future.

119 Fairfield Ave - Land Use



Not Self Created

According to Assessment records, this building was constructed in 1920. It had been listed as a one-family at one point in time. The City changed its designation to two units in 1982. It operated legally with that status until 1961 when the zone was changed to R-A-1 from Residential Class A. At that point it was grandfathered with a non-conforming use status. Since the property has been vacant since 2011 it has lost its non-conforming status.

The property has subsequently been seized by the City of Syracuse for back taxes and turned over to the Land Bank for redevelopment. Since the property was vacated by the prior owner and remained vacant allowing the nonconformity to expire, it could be said that the hardship is the result of the inaction of a prior irresponsible owner in the chain of title. It was not however the result of an action taken by either the Land Bank, by the City of Syracuse or by the current owner of the property. Of course, Mr. Murphy and his Attorney should have performed the due diligence to uncover the need for a variance prior to the purchase of the property. Had this been discovered, the Land Bank would have filed for the use variance prior to the change in ownership.

2025.1.1.2019

119 Fairfield Ave

City of Syracuse Service Requests

04/28/2018 - Permit Application for Interior Repairs

05/01/2018 - Certificate of Completion - Permit # 28262 – Interior Repairs

5/2/2018 - Application for Certificate of Adequacy

07/12/2017 - Certificate of Completion - Permit # 27946 – Electric

07/24/2018 - Certificate of Completion - Permit # 34294 – Porch Repairs

2018 11 10 PM



**PERMIT APPLICATION
GENERAL CONTRACTING AND ELEVATOR WORK**

Date	Year <u>2019</u>	Month <u>April</u>	Day <u>22</u>
Job Address	Number & Street <u>114 Howard Ave Syracuse NY 13209</u>		
	Unit	Bldg.	Floor
Contractor	Name <u>Self</u>	Phone <u>(315) 526 8224</u>	Fax #
	Contractor #/License# <u>44400000</u>	Class	Contact Person <u>Kevin Murphy</u>
Owner	Name <u>Kevin Murphy</u>	E-mail:	
	Mailing Address <u>114 Howard Ave Syracuse NY 13209</u>		
Applicant (Own./Auth. Agent)	Name (Print) <u>Kevin D Murphy</u>	Telephone # <u>315 526 8224</u>	Signature <u>[Signature]</u>
Work Information	Start Date <u>4/11/19</u>	Completion Date <u>1/1/19</u>	Cost of Construction <u>0.00</u> Occupancy <u>Family</u>

DESCRIPTION OF WORK	FEES	
<u>Interior repairs - drywall, patchwork walls, floor repairs in 1st and 2nd floor, painting ceilings, textured wall to ceiling, w/ Swallow get in w/ light room and door work to cover the inside front patio w/ window, 1144 and painting doors and wall trim.</u>	Base Filing Fee Schedule	Unit Cost
	<input type="checkbox"/> Commercial: New Construction/Additions	\$60.00
	<input type="checkbox"/> Commercial: Renovation/Remodeling	\$40.00
	<input type="checkbox"/> One & Two Family Dwellings: New Construction / Additions	\$30.00 per unit
	<input type="checkbox"/> One Unit <input type="checkbox"/> Two Units	
	<input type="checkbox"/> One & Two Family Dwellings: Renovations / Remodeling	\$25.00 per unit
	<input type="checkbox"/> One Unit <input checked="" type="checkbox"/> Two Units	
	<input type="checkbox"/> Multiple Dwelling: New Construction / Additions Number of Units _____	\$25.00 per unit
	<input type="checkbox"/> Multiple Dwelling: Renovations / Remodeling Number of Units _____	\$25.00 per unit up to 3. \$5.00 ea. Add'l. Unit
	<input type="checkbox"/> Elevator (1 & 2 Family Dwellings are Exempt)	\$100.00
PERMIT FEE COST	BASE FILING FEE FROM SCHEDULE	
GENERAL CONSTRUCTION	# of Dwelling Units <u>2</u> x Unit Cost <u>25.00</u>	
Cost of Construction 0-\$500,000	Commercial Unit _____ x Unit Cost _____	<u>50.00</u>
Cost Per Thousand \$15.00	Permit Fee Cost <u>10.15</u>	<u>15.00</u>
ELEVATOR WORK	Subtotal	
\$10.00 Per Thousand of Construction Cost	<u>15.00</u>	
PLAN REVIEW FEE FOR ELEVATORS	DEPARTMENT USE ONLY Certificate Fee	
Construction cost of less than \$91,000. shall be \$68.	<input checked="" type="checkbox"/> Completion <input type="checkbox"/> Occupancy <input type="checkbox"/> Subcontractor	
Construction cost of greater than \$91,000. shall be \$75.	*Note: Certificate of Completion Fee Shall be waived for General Construction / Demolition of One, Two & Three Family Structures.	
Per Thousand or Fraction Thereof.	Total Permit Fee	
	<u>25.15</u>	

Dept Use Only	Permit # <u>28262</u>	Property # <u>124400400</u>	Case# <u>223</u>	Plans Attached Y/N	Plans on file Y/N
Permit Type	Agency	Date Sent	Approved Date	Cert. of Occupancy Requ'd. Y/N date applied _____	Cost _____
Building Type	SOCPA			Cert. of Completion Requ'd. Y/N date applied <u>4/11/19</u>	Cost <u>X</u>
	FIRE			Cert. of Subcontract Requ'd. Y/N date applied _____	Cost _____
Date Issued	DPW			Plan Review Check / M.O. Number _____	
	ENG			Permit Check / M.O. Number <u>540</u>	
Purpose Code	PRES			TYPE <u>R</u> (Enter "R" or "C" and enter # of units in 1st box (Below). Enter # of residential units in 1st box and # of commercial units in 2nd box	
	HEALTH			Residential or Commercial	Commercial (If Mixed Use)
Status Code	DOCE			Existing Units <u>2</u>	
	WATER			Unit Change (+/-)	
Additional Permits Requ'd	HVAC/R Y/N Electrical Y/N Sprinkler Y/N Water Service Y/N Elevator Y/N Plumbing Y/N			Commissioner of Deeds _____	



Case # _____
 Permit # _____
 Construction Class _____
 Property # _____
 Fee \$ _____
 Check/M.O. # _____

CERTIFICATE APPLICATION

Property Address: _____
 (Please include street and zip code)
 Owner's Name _____ Telephone # _____
 Name of Contact Person for Inspection _____ Telephone # _____

TYPE OF CERTIFICATE BEING APPLIED FOR (Check one box only)

SUBCONTRACTOR CERTIFICATE

CERTIFICATE OF OCCUPANCY: For the construction of new or substantially remodeled buildings or a change of occupancy.

I, _____ being duly sworn, depose and say, that I am the owner or authorized representative of the owner of this above-referenced property which is located in Syracuse, New York; that the construction or remodeling of this building is in conformance with all applicable codes, ordinances, laws, regulations, generally-accepted standards, plans, specifications and other requirements on file with this department in connection with this permitted activity and is structurally safe for occupancy.

Signature _____

CERTIFICATE OF COMPLETION: For all work not requiring a Certificate of Occupancy

I, _____ being duly sworn, depose and say, that I am the owner or authorized representative of the owner of this above-referenced property which is located in Syracuse, New York; that said construction, mechanical system, or installation shall be in conformance with all applicable codes, ordinances, laws, regulations, generally-accepted standards, plans, specifications and/or other requirements on file with this department in connection with this permitted activity.

Signature _____

CERTIFICATE OF INSPECTION: For all non-permit related inspections.

I, _____ being duly sworn, depose and say, that I am the owner or authorized representative of the owner of this above-referenced property which is located in Syracuse, New York; that I hereby request that an inspection be made of _____

_____ which is a component, of installation of the above referenced property.

Signature _____

SUBSCRIBED AND SWORN TO ME

Commissioner of Deeds _____ Date _____
OWNER OF AUTHORIZED REPRESENTATIVE MUST BE PRESENT AT INSPECTION.

FOR OFFICE USE ONLY

Floor	Type/ Occupancy	Use	Approved By	For				Signature
				TCO	CO	CC	CI	
B/C			PLBG. INSPR					
1			ELEC. INSPR.					
2			FIRE. PREV.					
3			ZONING					
4			BLDG. EXAMINER					
5			HVAC. INSPR					
6			ELEV. INSPR					
			FIRE SUPP. INSPR					

THE FOLLOWING MUST BE COMPLETED ON THE TCO BEFORE A CO WILL BE ISSUED

SEE REVERSE SIDE FOR APPLICATION FEES

Ken Towsley
Director



Tom Steinberg
Assistant Director

Sam Perry
Assistant Director

DEPARTMENT OF NEIGHBORHOOD AND BUSINESS DEVELOPMENT
DIVISION OF CODE ENFORCEMENT
Ben Walsh, Mayor
Stephanie Pasquale, Commissioner

05/01/2018
Brian Murphy
710 Stinard Ave
Syracuse, NY 13207

Certificate of Completion

Dear Brian Murphy;

Please be advised that the issuance of this document verifies that an inspection of 119 Fairfield Ave for the permitted construction or work was conducted pursuant to New York Code, Rules, and Regulations, Title 19, Part 1203 (c) and (d), and Article 1.1.5A of the Syracuse Building Code. The inspection conducted determined that such construction or work is in substantial compliance with the applicable codes, generally accepted standards, plans and/or other requirements of this Division in connection with Permit #28262. A description of the work is provided below:

Interior repairs

The issuance of this document shall not be construed as to absolve the contractor or owner of any obligation to ensure compliance with all applicable codes, rules or regulations relevant to this permitted construction or work.

Thank you for your compliance in this matter. Please contact the Division of Code Enforcement at (315) 448-8695 if you have any additional questions or concerns.

Sincerely,

Peter Vazquez
Code Enforcement Officer

215 11 3011

448-8695



APPLICATION FOR CERTIFICATE OF ADEQUACY
(for one or two family dwellings only)

Property Location: 119 Fairfield Ave Syracuse, NY 13207
Owner's Name: Brian D Murphy Telephone: 315-256-8284
Owner's Address: 412 Burnett Park Dr Syracuse, NY 13204
Agent's Name: _____ Telephone: _____
Agent's Address: _____

If owner lives outside of Onondaga County, Agent's name, address and telephone are required.

PROPERTY DESCRIPTION

Type of Construction: Masonry: _____ Wood Frame: X
One family: _____ Two family: X Number of Stories: 2
Garages: None Attached _____ Detached _____ For _____ (Number of Stalls)
Sheds: None (Number of) Attic: X Yes _____ No

This application is being made pursuant to Property Conservation Code Section 27-16 in contemplation of a transfer of title to:

Purchaser's Name: Brian D Murphy
Address: _____

Arrangements for making inspection may be obtained by calling:

Name: Brian D Murphy Telephone: 315-256-8284

Fee of \$ 55 is attached.

5/2/19
Date

Brian D Murphy
Signature of Applicant

SEE REVERSE SIDE FOR FEE SCHEDULE

OFFICE USE ONLY

Receipt Number Issued: 641 Quadrant: _____ District: _____
Date: 5-2-19 _____
Accepted by _____

Comments: _____

Electric

Ken Towsley
Director



Tom Steinberg
Assistant Director

Sam Perry
Assistant Director

DEPARTMENT OF NEIGHBORHOOD AND BUSINESS DEVELOPMENT
DIVISION OF CODE ENFORCEMENT
Stephanie A. Miner, Mayor
Paul Driscoll, Commissioner

04/12/2017
Brian Murphy
710 Stinard Ave
Syracuse, NY 13207

Certificate of Completion

Dear Brian Murphy;

Please be advised that the issuance of this document verifies that an inspection of 119 Fairfield Ave for the permitted construction or work was conducted pursuant to New York Code, Rules, and Regulations, Title 19, Part 1203 (c) and (d), and Article 1.1.5A of the Syracuse Building Code. The inspection conducted determined that such construction or work is in substantial compliance with the applicable codes, generally accepted standards, plans and/or other requirements of this Division in connection with Permit #27946. A description of the work is provided below:

Electric

The issuance of this document shall not be construed as to absolve the contractor or owner of any obligation to ensure compliance with all applicable codes, rules or regulations relevant to this permitted construction or work.

Thank you for your compliance in this matter. Please contact the Division of Code Enforcement at (315) 448-8695 if you have any additional questions or concerns.

Sincerely,

Peter Vazquez
Code Enforcement Officer

Porch Repairs

Ken Towsley
Director



Tom Steinberg
Assistant Director

Sam Perry
Assistant Director

DEPARTMENT OF NEIGHBORHOOD AND BUSINESS DEVELOPMENT
DIVISION OF CODE ENFORCEMENT
Ben Walsh, Mayor
Stephanie Pasquale, Commissioner

07/24/2018
Brian Murphy
412 Burnet Park Dr
Syracuse, NY 13204

Certificate of Completion

Dear Brian Murphy;

Please be advised that the issuance of this document verifies that an inspection of 119 Fairfield Ave for the permitted construction or work was conducted pursuant to New York Code, Rules, and Regulations, Title 19, Part 1203 (c) and (d), and Article 1.1.5A of the Syracuse Building Code. The inspection conducted determined that such construction or work is in substantial compliance with the applicable codes, generally accepted standards, plans and/or other requirements of this Division in connection with Permit #34924. A description of the work is provided below:

Porch repairs

The issuance of this document shall not be construed as to absolve the contractor or owner of any obligation to ensure compliance with all applicable codes, rules or regulations relevant to this permitted construction or work.

Thank you for your compliance in this matter. Please contact the Division of Code Enforcement at (315) 448-8695 if you have any additional questions or concerns.

Sincerely,

Thomas O'Mara
Code Enforcement Officer

Property Development Proposal

CONTRACT TO PURCHASE

This CONTRACT TO PURCHASE is entered into by and between Greater Syracuse Property Development Corporation, a New York not-for-profit corporation having an office for the transaction of business at 431 E. Fayette Street, Suite 375, Syracuse, New York 13202 ("Seller") and Brian D. Murphy of 710 Stinard Ave Syracuse NY 13207 ("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 that certain parcel of real property situate in the Village of _____/Town of _____/City of Syracuse, County of Onondaga, State of New York commonly known as 119 Fairfield Ave and being all of current Village/Town/City tax map parcel # 079.-20-10.0, together with all improvements thereon and fixtures and articles of personal property now attached or appurtenant to the 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 Property shall be \$14,900.00 (with a handwritten correction from 9,000.00) payable as follows:

a) Deposit. \$500.00 shall be deposited with Seller, the Broker identified herein, or Seller's attorney, 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) Balance. \$14,400.00 (with a handwritten correction from 8,500.00) in cash or other good funds at Closing.

c) Financing. \$_____ of the purchase price shall be obtained by Buyer, at Buyer's cost and expense, obtaining a mortgage loan upon such terms and conditions as are acceptable to Buyer. Buyer shall make good faith application for this financing within 3 days of acceptance of this Contract by Seller. Buyer shall provide Seller with evidence of written approval of this financing, or reasonably satisfactory proof of financial ability to close, within _____ days of acceptance of this Contract by

Seller or Seller may cancel this Contract at Seller's option by written notice as provided for herein. If, following a good faith application by Buyer, this financing cannot be obtained, as evidenced by a denial letter from a lender which regularly makes mortgage loans in the county where the Property is located, this Contract may be terminated by either party and the Deposit shall be returned to Buyer.

3. **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) No Tests shall be initiated or conducted without the Seller approving the type, method, date and time of any Tests; and

c) No subsurface Tests shall be conducted without Seller's prior written approval; and

d) Seller shall have the right, but not the obligation, to have its representatives present at such times as the Tests are taking place; and

e) If the Property is improved by a one to four family dwelling, all such Tests shall be completed within 10 calendar days of acceptance of this Contract by Seller. If the Property is not improved by a one to four family dwelling, all such Tests shall be completed within 30 calendar days of acceptance of this Contract by Seller.

Buyer agrees that any damage caused by Buyer, its agents or employees in the course of such entry shall be promptly repaired by Buyer at no cost whatever to Seller. Buyer shall indemnify and hold Seller harmless against any and all losses, expenses, claims or damages (including reasonable attorney's fees) caused by or resulting from Buyer's entry upon the Property, including, without limitation, claims for personal injury and damage to the Property.

If the Property is not improved by a one to four family dwelling, prior to entry and as a condition to undertake the Tests, Buyer agrees to provide a liability insurance certificate and policy endorsement naming Seller as an additional insured in such amounts as reasonably agreeable to Seller and with no endorsements limiting or restricting coverage with respect to New York Labor Law.

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 3 calendar days from the date on which the Tests were required to be completed 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.

4. **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.

5. **TITLE AND DEED.** Buyer acknowledges that Seller obtained title to 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 a period of 20 days from the date of acceptance of this Contract by Seller 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.

6. **IMPROVEMENT OF PROPERTY.** Buyer has agreed to improve, develop and use the Property as specified in a certain Property Purchase Application submitted by the Buyer to the Seller dated 1/4/17 attached hereto and made a part hereof as Exhibit A (the "Application"). Seller's obligations under this Contract are subject to Buyer executing and delivering at Closing a Development Enforcement Mortgage in form acceptable to Seller, in its sole but reasonable discretion, to ensure Buyer fulfills its development and use commitments to the Seller pursuant to the Application.

7. **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, 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.

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

9. **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.

10. **ELECTRICAL SERVICE SURCHARGE DISCLOSURE.** If a residential dwelling is the subject of this Contract, Seller and Buyer agree that Seller cannot warrant and represent to Buyer that the Property does have utility electric service available to it, and is not subject to an electrical and/or gas utility surcharge. The terms of this provision shall survive Closing.

11. **LEAD BASED PAINT CONTINGENCY.** If a residential dwelling is the subject of this Contract and the residential dwelling was constructed prior to 1978, Buyer and Seller must complete, sign and attach a Lead Based Paint Contingency Addendum and Disclosure Form.

12. **CLOSING.** If the Property is improved by a one to four family dwelling, the Closing shall be held on or before the 30th calendar day following acceptance of this Contract by Seller, time being of the essence. If the Property is not improved by a one to four family dwelling, the Closing shall be held on or before the 60th calendar day following Seller's acceptance of this Contract, time being of the essence. The Closing shall be held at the office of the attorney for Seller unless otherwise agreed.

13. **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.

14. **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.

15. **POSSESSION.** Possession of the Property shall be delivered by Seller to Buyer at Closing subject to the rights of tenants therein.

16. **RECORDING EXPENSES AND CLOSING FEE.** 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) and any New York State transfer tax which may be due upon a sale of the Property. Buyer shall also pay a closing fee to the attorney for the Seller in an amount not to exceed \$600.00. Seller shall be responsible for the cost, if any, to record any Development Enforcement Mortgage required by Seller.

17. **ASSIGNMENT.** Buyer may assign its interest in this Contract to a business entity wholly owned 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.

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

19. **BROKER.** Seller and Buyer represent that neither has dealt with any broker in connection with this Contract other than Christopher Moreland. Seller shall be responsible for the payment of any real estate commission which may be due in accordance with a separate agreement with such broker. No realtor or broker commission shall be due and owing by Seller until Closing and passing of title by delivery of a deed by Seller to Buyer. This provision shall control regardless of the statements set forth in any Disclosure/Authorization Addendum executed in connection with this Contract.

20. **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.

21. **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.

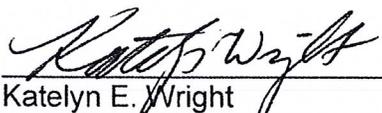
g) The acceptance of the Deed by Buyer shall be deemed to be the full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract.

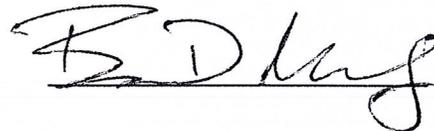
h) If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by Seller or Buyer of its obligations under this Contract, the prevailing party shall be entitled to recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

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

**Greater Syracuse Property
Development Corporation**

Buyer:

By: 
Katelyn E. Wright
Executive Director



Date: ~~1/4/17~~ 1-23-17

Date: 1/4/17

Seller's Attorney:

John P. Sidd
Menter Rudin & Trivelpiece, P.C.
308 Maltbie Street, Suite 200
Syracuse, New York 13104
315-474-7541

Buyer's Attorney:

Stephen Karp
Karp Law Office
428 S Main St
North Syracuse, NY 13212
315-452-3366
ANN @ KARP-LAW.COM



Property Purchase Application

Submit completed Application with Purchase Contract to the sales agent with which the property is listed.

Purchaser

Name: Brian D. Murphy
 Address: 710 Stinard Ave Syracuse, NY 13207
 (no PO Box) _____
 Phone: 315-256-8284
 Email: murphybd83@gmail.com

Indicate type of entity:

- Corporation Incorporated in what state: _____ Date incorporated: _____
 Authorized to do business in New York State? Yes No
- Partnership Indicate type of partnership: _____
 Number of general partners: _____ Number of limited partners: _____
- Not-for-Profit Incorporated in what state? _____ Date incorporated: _____
- Limited Liability Company
 Formed in what state: _____ Date formed: _____
 Authorized to do business in New York State? Yes No
- Sole Proprietorship
 Name of Sole Proprietor: _____
- Individual Person

Not-for-Profits and Corporations, attach Certificate of Incorporation. LLCs, attach Articles of Organization.

Corporate Applicants, list below the identity of all partners or principles with ownership interest. Not-for-profits, list board members (attach additional pages, if necessary):

Name: _____
 Address: _____



Purchaser (continued)

	Yes	No	
Do you own any other properties in Onondaga County?	<input checked="" type="radio"/>	<input type="radio"/>	<i>If yes, attach list of properties.</i>
Do you have a personal or professional relationship with the Greater Syracuse Property Development Corporation, any of its directors, or employees?	<input type="radio"/>	<input checked="" type="radio"/>	
Are there any outstanding judgments against you?	<input type="radio"/>	<input checked="" type="radio"/>	
Have you filed for bankruptcy within the past 7 years?	<input type="radio"/>	<input checked="" type="radio"/>	
Are you party to a lawsuit?	<input type="radio"/>	<input checked="" type="radio"/>	
Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="radio"/>	<input checked="" type="radio"/>	
Have you owned property foreclosed on for tax-delinquency?	<input type="radio"/>	<input checked="" type="radio"/>	
Have you or an immediate family member previously owned the property for which you are applying?	<input type="radio"/>	<input checked="" type="radio"/>	

If you answered yes to any of these questions, attach an explanation.

Property

Address(es) of the property you are interested in purchasing:
119 Fairfield Ave Syracuse, NY 13207

Development/Management Plan

	Redevelopment	Management
I plan to:	<input checked="" type="checkbox"/> Renovate	<input type="checkbox"/> Occupy this property as my primary residence
<i>(Check all that apply)</i>	<input type="checkbox"/> Occupy/Operate As-Is	<input type="checkbox"/> Occupy this property with my own business
	<input type="checkbox"/> Demolish/Deconstruct	<input checked="" type="checkbox"/> Operate this property as a rental
	<input type="checkbox"/> New Construction	<input type="checkbox"/> Redevelop and re-sell to an owner occupant
		<input type="checkbox"/> Redevelop and re-sell

Is your proposal eligible for any of the land bank's defined discount programs? (see: <http://syracuselandsbank.org/>)

Affordable Housing Development
 Public Employees Discount Program
 Affordable Home Ownership Program

If you plan to occupy the home yourself, have you owned a home before? Yes No

If you plan to manage as a landlord you must be located in Onondaga County or an adjacent county or you must have a local property manager.

Property Manager's Name:
myself

Phone number:

see above

2015-11-20 10:18 AM

Attachments (see below for description of each attachment)

Remember to include all applicable attachments:

- Description of applicant's experience/qualifications to complete the proposed project
- List of other properties owned in Onondaga County
- Redevelopment Plan
- Proof of Financing for purchase and renovation costs
- Management Plan (for rentals)
- Evidence of Financial Ability to Maintain the Property (home owner)
- Purchase Contract (offer)
- Deposit (\$500 minimum)
- Certificate of Incorporation or Articles of Organization (corporate applicants)
- Copy of Applicant's Photo ID
- Home-Buyer Education Course Certificate of Completion (required for first-time buyers)

Redevelopment Plan: Attach detailed work specifications and an itemized budget for all work to be completed. Ensure that these include the Land Bank's minimum energy upgrade standards, if applicable to your project. If proposing new construction, include schematic drawings. Include a brief description of the project, whether the applicant will undertake certain portions of the project or hire contractors, and an estimated timeline for completion. In addition, attach **proof of financing** available to complete the work proposed. Acceptable forms of proof of financing include:

- Bank statement Loan Pre-Qualification Letter
- Letter of Credit Grant Award/Funding Commitment Letter

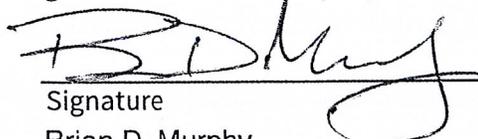
Management Plan: If the applicant plans to manage the property as a rental, attach a monthly income and expense budget for the property and a narrative description of your marketing plan, management procedures, standard lease agreement, and anticipated market served.

Financial Ability to Maintain Property: If the property is to be owner-occupied, provide documentation of current income (W2 or three recent pay stubs) and an estimate of anticipated mortgage, taxes, insurance, and maintenance costs.

Applicants' Experience/Qualifications: Unless the purchaser plans to occupy/operate the property in as-is condition, they must attach a narrative description of their experience completing similar development or renovation projects, their qualifications or training to complete the project, and/or their plan to engage qualified individuals to complete the project.

Signature

The applicant hereby certifies that the statements contained in this application are truthful and complete and agrees to provide further documentation upon request. Attach a copy of the applicant's photo ID. This application does not guarantee transfer of property; all sales subject to approval by the GSPDC Board of Directors.



 Signature

1/4/17

 Date

Brian D. Murphy

 Name (print)

The Greater Syracuse Land Bank acquires properties that are tax-delinquent, vacant, and/or abandoned and sells them to qualified buyers in order to return the properties to productive use.

This handout provides a brief explanation of certain terms of the Land Bank's Contract to Purchase and our sales process. It does not cover all of the terms and conditions contained in the Contract to Purchase. Accordingly, please review the Contract to Purchase carefully. Information obtained from this handout should not be relied upon as legal advice. The Land Bank strongly recommends that potential buyers have an attorney review the Contract to Purchase.

Potential buyers should be aware of and agree to the following:

- I understand that back taxes or outstanding code violations on properties I currently own would mean that my application or purchase contract cannot proceed until such time as those issues are resolved.
- I understand that all Land Bank properties are sold in "as is" condition and no warranties or representations are made regarding property condition.
- I understand that there are certain additional closing costs associated with the purchase of a Land Bank property that may include, but not limited to:

- Seller's Attorney's fees
- Buyer's Attorney's fees
- Title Searches
- Title Insurance
- Surveys
- Home inspections or other testing
- Real Estate Transfer Tax

- I understand that the asking price or listing price is the minimum that the Land Bank will accept and I may offer more than the listing price to increase my chances of my offer being accepted.
- I agree to complete the renovations according to the plan that the Land Bank has prepared and I understand that other work may need to be performed in order to comply with all local and state codes.
- I understand that the Land Bank will place an Enforcement Mortgage on the property and in order to get that discharged I will need to obtain a Certificate of Adequacy from the City of Syracuse Code Enforcement and also have a Land Bank representative inspect the property upon completion.

2017 APR 11 PM 1:12



I understand that I need to owner occupy the property for five years if my purchase falls into any of the four categories below and that there will be a Residency Enforcement Mortgage attached to the property that will be discharged after the five year period has expired.

1. The Property was listed in the Home Ownership Choice Program
2. Owner-occupancy is required by one of the Land Bank's discount programs (Public Employees or Affordable Housing),
3. If the Land Bank awarded the property to you rather than a higher bidder because you stated you plan to occupy the property as your primary residence
4. You are an occupant in the home at the time of foreclosure and are purchasing the home through our Tenant-to-Homeowner program.



I understand this property is currently exempt from property taxes, but will become taxable when I take title and that I will be mailed a pro-rated bill for the remainder of the year.



I understand that the contract to purchase **does not** contain an attorney approval contingency clause. Accordingly, the Land Bank advises all buyers to consult with an attorney **before** signing the Contract to Purchase.



I have carefully read the application (including the checklist on p. 3 of 3) and contract and understand that an incomplete application may be rejected.

Brian D. Murphy

Print



Signature

1/4/17

Date

2017 JAN 11 10:00 AM

SPECS BY LOCATION/TRADE

12/16/2016

Pre-Bid Site Visit: _____
Bidding Open Date: _____
Bidding Close Date: _____
Initial: _____

Case Number: _____
Project Manager: _____
Phone: _____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
10	OWNER ACCEPTS SCOPE OF WORK	1.00	DU	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 2,080

Ceiling/Floor SF: 984

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 7 Masonry					
1105	FOUNDATON--PARGET	260.00	SF	_____	_____
Trade: 9 Environmental Rehab					
9710	EXTERIOR--REPLACE PORCH	1.00	EA	_____	_____
Trade: 10 Carpentry					
2982	WINDOW--VINYL--LOW E DBL HNG DBL GLZ ENERGY STAR - W/TRIM	14.00	EA	_____	_____
3184	DOOR -- PREHUNG METAL ENTRANCE -- ENERGY STAR	3.00	EA	_____	_____
3590	STEPS/LANDING--REPL EXTERIOR	2.00	EA	_____	_____
Trade: 19 Paint & Wallpaper					
5679	PREP & PAINT EXTERIOR WOOD--LOW VOC	2,080.00	SF	_____	_____
Location Total:					_____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 3 - Living Room

Approx. Wall SF: 464

Ceiling/Floor SF: 208

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	208.00	SF	_____	_____
3640	CEILING--ACOUSTIC TILE	208.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	668.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 4 - Kitchen

Approx. Wall SF: 352

Ceiling/Floor SF: 120

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3716	CABINET - WOOD BASE-PLYWOOD	8.00	LF	_____	_____
3726	CABINET - WOOD WALL-PLYWOOD	8.00	LF	_____	_____
3747	REPLACE COUNTER TOP--PLASTIC LAMINATE	8.00	LF	_____	_____
Trade: 17 Drywall & Plaster					
5270	DRYWALL--1/2"	120.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	472.00	SF	_____	_____
Trade: 20 Floor Coverings					
5930	UNDERLAYMENT AND VINYL SHEET GOODS	120.00	SF	_____	_____
Trade: 23 Electric					
7751	ENERGY STAR KITCHEN CEILING FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 5 - Bathroom

Approx. Wall SF: 202

Ceiling/Floor SF: 39

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3680	TUB SURROUND--PREFAB	1.00	EA	_____	_____
Trade: 17 Drywall & Plaster					
5280	DRYWALL--PAPER-LESS WATER RESISTANT	240.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	240.00	SF	_____	_____
Trade: 20 Floor Coverings					
5930	UNDERLAYMENT AND VINYL SHEET GOODS	39.00	SF	_____	_____
Trade: 22 Plumbing					
6900	VANITY--24" COMPLETE	1.00	EA	_____	_____
Trade: 23 Electric					
8017	ENERGY STAR CEILING FAN LIGHT FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 6 - Dining Room

Approx. Wall SF: 320

Ceiling/Floor SF: 100

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	100.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	420.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 7 - Bedroom 1

Approx. Wall SF: 272

Ceiling/Floor SF: 70

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	70.00	SF	_____	_____
3645	CEILING--SUSPENDED	70.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	272.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____
Location Total:					_____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 8 - Bedroom 2

Approx. Wall SF: 355

Ceiling/Floor SF: 123

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	123.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	477.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 01

Location: 9 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21 HVAC					
6020	FURNACE--REPAIR	1.00	AL	_____	_____
6040	FURNACE 90+ GAS - WITH DISTRIBUTION	1.00	EA	_____	_____
Trade: 22 Plumbing					
7070	WATER HEATER--40 GALLON GAS	2.00	EA	_____	_____
Trade: 23 Electric					
7465	ELECTRIC SERVICE--100 AMP	2.00	EA	_____	_____
Location Total:					_____

Address: 119 Fairfield Avenue

Unit: Unit 02

Location: 1 - Stairs

Approx. Wall SF: 304

Ceiling/Floor SF: 48

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	350.00	SF	_____	_____
Trade: 23 Electric					
7715	FIXTURE AND 3-WAY SWITCHES--ENERGY STAR 1 LAMP	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 02

Location: 2 - Bedroom 1

Approx. Wall SF: 355

Ceiling/Floor SF: 123

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	123.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	477.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 02

Location: 3 - Bedroom 2

Approx. Wall SF: 330

Ceiling/Floor SF: 106

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	106.00	SF	_____	_____
Trade: 17 Drywall & Plaster					
5270	DRYWALL--1/2"	100.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	435.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 02

Location: 4 - Living Room

Approx. Wall SF: 416

Ceiling/Floor SF: 169

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	169.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	585.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____
				Location Total:	_____

Address: 119 Fairfield Avenue

Unit: Unit 02

Location: 5 - Dining Room

Approx. Wall SF: 336

Ceiling/Floor SF: 110

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2351	FLOOR--REFINISH WOOD LOW VOC	110.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	446.00	SF	_____	_____
Trade: 23 Electric					
7752	ENERGY STAR INTERIOR CEILING FIXTURE	1.00	EA	_____	_____

Location Total: _____

Address: 119 Fairfield Avenue

Unit: Unit 02

Location: 6 - Kitchen

Approx. Wall SF: 314

Ceiling/Floor SF: 96

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3716	CABINET - WOOD BASE-PLYWOOD	11.00	LF	_____	_____
3726	CABINET - WOOD WALL-PLYWOOD	11.00	LF	_____	_____
3747	REPLACE COUNTER TOP--PLASTIC LAMINATE	11.00	LF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	410.00	SF	_____	_____
Trade: 20 Floor Coverings					
5930	UNDERLAYMENT AND VINYL SHEET GOODS	96.00	SF	_____	_____
Trade: 23 Electric					
7751	ENERGY STAR KITCHEN CEILING FIXTURE	1.00	EA	_____	_____
				Location Total:	_____

Address: 119 Fairfield Avenue

Unit: Unit 02

Location: 7 - Bathroom

Approx. Wall SF: 198

Ceiling/Floor SF: 38

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3680	TUB SURROUND--PREFAB	1.00	EA	_____	_____
Trade: 17 Drywall & Plaster					
5280	DRYWALL--PAPER-LESS WATER RESISTANT	236.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
5567	PREP & PAINT VACANT ROOM w/ PAINTED TRIM-LOW VOC	236.00	SF	_____	_____
Trade: 20 Floor Coverings					
5930	UNDERLAYMENT AND VINYL SHEET GOODS	37.00	SF	_____	_____
Trade: 22 Plumbing					
6900	VANITY--24" COMPLETE	1.00	EA	_____	_____
Trade: 23 Electric					
8017	ENERGY STAR CEILING FAN LIGHT FIXTURE	1.00	EA	_____	_____

Location Total: _____

Unit Total for 119 Fairfield Avenue, Unit Unit 02: \$8,555.55

Address Grand Total for 119 Fairfield Avenue: \$32,039.85

Bidder:

DMJ #24,000

Renovation Estimate ↑
(Max)

**CONTINGENCY ADDENDUM AND DISCLOSURE OF
INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS FOR TARGET HOUSING SALES**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 119 Fairfield Ave
 Street Address _____ Unit _____
Syracuse NY 13207
 City State Zip

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the purchaser (Check (i) or (ii) below):
 (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____
 (ii) Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's
Initials

Purchaser Acknowledgment (Initial)

- (c) BDM Purchaser has received copies of all information listed above.
 (d) BDM Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*
 (e) BDM Purchaser has [check (i) or (ii) below]:
 (i) If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.
 (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (e) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>BDM</u> Buyer	<u>1/4/17</u> Date	<u>Kathy Wright</u> Seller	<u>5/11/16</u> Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

This form was prepared by Ben Gray using the INSTANET FORMS internet contract management service.

ATTENTION BUYER: LEAD PAINT INFORMATION

Federal law requires that any work that disturbs painted surfaces in residential homes, childcare facilities and schools built before 1978 be completed by trained and certified workers. Such work must follow specific work practices to prevent lead contamination. This rule applies to contractors, rental property owners, maintenance workers, plumbers, electricians, and others who may perform work that involves disturbing or removing painted surfaces. Homeowners who make similar repairs are strongly encouraged to use lead-safe work practices specified by this rule to protect their family.ⁱ

Lead in dust is the most common way people are exposed to lead. Lead dust is often invisible. Home repair or renovation projects can create dust and endanger the occupants of this property. You have the ultimate responsibility for the safety of your family, your tenants, and/or children in your care. You are also responsible for ensuring that any renovation or repair work to be done on properties built before 1978 are completed in compliance with Federal law regulating this work. All repairs included in the renovation plan submitted with your application must be completed using lead-safe work practices.

To ensure worker safety during planned renovation and repair work and to protect the safety of those who will live in this property, you have the following options:

- You may assume this property contains lead paint or you may hire a certified professional to check this property for lead-based paint.
- If you plan to hire a contractor, hire only certified contractors to complete planned renovation and repair work. Training and certification requirements for contractors can be found at: www.epa.gov/lead.
- If you plan to do the work yourself, use lead-safe work practices for all planned renovation and repair activities. Step-by-step lead-safe work practice instructions for do-it-yourself projects may be found at: www.epa.gov/lead.
- You may also contact the Onondaga County Health Department Lead Poisoning Control Program at LeadFreeKids@ongov.net or (315) 435-3271 for more information.

My signature below indicates that I have read and understand the information presented above.


Signature

1/4/17
Date

ⁱ Source: United States Environmental Protection Agency, Renovation, Repair and Painting Program