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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275

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To: Board of Directors  
City of Syracuse Industrial Development Agency

From: Judith DeLaney

Date: June 15, 2018

Re: Board of Directors Meeting Agenda –June 19, 2018

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The City of Syracuse Industrial Development Agency will hold a Board of Directors Meeting on **Tuesday, June 19, 2018 at 8:30 a.m.** in the Common Council Chambers, 304 City Hall, 233 East Washington St., Syracuse, N.Y. 13202.

**I. Public Hearing –**

**Rapid Response Services Incorporated – 1**

*Attachment:*

1. *Public Hearing Notice.*

**Call Meeting to Order –**

**II. Roll Call –**

**III. Proof of Notice – 2a**

**Minutes – 2b**

Approval of minutes from the April 20 and May 15, 2018 Board of Directors meetings.

**IV. New Business –**

**Rapid Response Monitoring Services Incorporated – Sue Katzoff – 3**

Approval of resolutions authorizing the Agency to undertake the Project.

*Attachments:*

1. *Inducement Resolution.*

2. *Final Resolution.*

**C-Mand Development LLC – Sue Katzoff – 4**

Approval of a resolution authorizing an extension of the Sales Tax Appointment for the Project until November 1, 2018.

*Attachments:*

1. *Correspondence.*

2. *Resolution.*

**National Development Council - Nora Spillane – 5**

Approval of a contract to provide consulting services to the Agency for the period July 1, 2018 through June 30, 2019 and an additional addendum to that contract relative to consultation on City owned parking facilities.

*Attachments:*

1. *Contract.*
2. *Addendum.*

**Syracuse Economic Development Corporation (SEDCO) – Nora Spillane – 6**

Approval of a proposed agreement with SEDCO.

*Attachment:*

1. *Correspondence*
2. *Agreement.*

**Agency Counsel – Nora Spillane – 7**

Selection of a law firm to provide legal services to the Agency.

*Attachment:*

1. *RFP*
2. *Proposals*
3. *Evaluation Matrix*

V. Adjournment –

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 859-a of the New York General Municipal Law, will be held by the City of Syracuse Industrial Development Agency (the "Agency") on the 19<sup>th</sup> day of June, 2018, at 8:30 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

Rapid Response Monitoring Services, Inc. (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition or continuation of an interest in approximately 65,000 square feet of improved real property located at 400 West Division Street, 365 Spencer Street (rear) and 301 Spencer Street and Solar Street in the City of Syracuse, New York (the "Land"); (ii) the renovation of an approximately 37,500 square foot building (the "Existing Building") to be used as part of the Company's main call center and related activities located on the Land (collectively, the "Facility"); (iii) the acquisition and installation thereon of furniture, fixtures and equipment (the "Equipment", and together with the Land and the Facility, the "Project Facility"); (B) the granting of certain financial assistance in the form of exemptions from real property tax and sales and use taxation (collectively, the "Financial Assistance"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, renovation and equipping of the Project Facility; and (D) the lease of the Project Facility by the Agency pursuant to a lease agreement and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

The Company is the initial owner or operator of the Project Facility.

The Agency will at the above-stated time and place hear all persons with views with respect to the proposed Financial Assistance to the Company, the proposed owner/operator, the location of the Project Facility and the nature of the Project.

A copy of the application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, are available for public inspection during the business hours at the office of the Agency located at 201 East Washington Street, 6<sup>th</sup> Floor, Syracuse, New York.

Dated: June 6, 2018

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street, 6<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275

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**PLEASE POST**

**PLEASE POST**

**PLEASE POST**

**PUBLIC MEETING NOTICE**

**THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**

**HAS SCHEDULED**

**A**

**BOARD OF DIRECTORS MEETING**

**TUESDAY JUNE 19, 2018**

**At 8:30 a.m.**

**IN THE  
COMMON COUNCIL CHAMBERS  
304 City Hall  
233 East Washington Street  
Syracuse, NY 13202**

City of Syracuse  
Industrial Development Agency  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275

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Minutes  
Board of Directors Meeting  
Tuesday April 17, 2018

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**Board Members Present:** Kenneth Kinsey, Ricky T. Brown, Kathleen Murphy, Steven Thompson

**Board Members Excused:** Michael Frame

**Staff Present:** Honora Spillane, Matt Kerwin, Esq., Meghan Ryan, Esq., Judith DeLaney, John Vavonese.

**Others Present:** Wendy Loughnot, Mitch Latimer, Mel Menon, Lauryn LaBorde, Rich Pulchalski, Stephanie Pasquale, Aggie Lane , Peter King, Donna Harris, Alex Grant, Gail Montplasis, Joe Driscoll, Gary Thurston.

**Media Present:** Rick Moriarty, Syr. Com.; Charles McChesney, CNY Business Journal.

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**I. Public Hearing –**

**Joint School Construction Board**

Mr. Thompson opened the Public Hearing at 8:30 a.m. and asked Ms. Spillane to read verbatim the Notice of Public Hearing on the Project. A copy of the Notice is attached and included in the minutes.

After Ms. Spillane read the notice to those in attendance, she asked if anyone in attendance wished to speak in favor of the Project. No one spoke. She then asked an additional two times if anyone in attendance wished to speak in favor of the Project. No one spoke.

Ms. Spillane then asked if anyone in attendance wished to speak in opposition to the Project. No one spoke. She asked an additional two times if anyone in attendance wished to speak in opposition to the Project no one spoke.

Mr. Thompson closed the Public Hearing at 8:35a.m.

**BVSHSSF Syracuse LLC**

Mr. Thompson opened the Public Hearing at 8:36 a.m. asked Ms. Spillane to read verbatim the Notice of Public Hearing on the Project. A copy of the Notice is attached and included in the minutes.

After Ms. Spillane read the notice to those in attendance, she asked if anyone in attendance wished to speak in favor of the Project. James Trasher representing the Project owner spoke in favor. Mr. Trasher

advised the Board members the construction budget for the Project increased by \$4.6 million dollars due to changes in the Project and unanticipated expenses some incurred by the relocation of the utilities underground. In response to a question by Mr. Thompson, Mr. Trasher said National Grid and the City's Fire Department required the utilities relocation.

Ms. Spillane then asked an additional two times if anyone in attendance wished to speak in favor of the Project. No one spoke.

Ms. Spillane than asked if anyone in attendance wished to speak in opposition to the Project. No one spoke. She asked an additional two times if anyone in attendance wished to speak in opposition to the Project no one spoke.

Mr. Thompson closed the Public Hearing at 8:42 a.m.

### **State Tower Building LLC**

Mr. Thompson opened the Public Hearing at 8:43 a.m. and asked Ms. Spillane to read verbatim the Notice of Public Hearing on the Project. A copy of the Notice is attached and included in the minutes.

After Ms. Spillane read the notice to those in attendance, she asked if anyone in attendance wished to speak in favor of the Project. No one spoke. She then asked an additional two times if anyone in attendance wished to speak in favor of the Project. No one spoke.

Ms. Spillane than asked if anyone in attendance wished to speak in opposition to the Project. Rich Pulchalski who identified himself as Executive Director of Syracuse United Neighborhoods (SUN) spoke in opposition. Mr. Pulchalski said he opposed additional benefits to this Project located in the downtown neighborhood while at the same time there were over 1500 vacant apartments with code violations on the South and near West side neighborhoods . He also noted the Land Bank had seized over 800 tax delinquent properties all of which needed financial assistance.

Aggie Lane of the Urban Jobs Taskforce also spoke. Ms. Lane urged the Board of Directors to consider implementing the LPB Tracker system to track jobs.

After Mr. Pulchalski and Ms. Lane concluded their remarks Ms. Spillane asked an additional two times if anyone else in attendance wished to speak n opposition. No one else spoke in opposition.

Mr. Thompson closed the Public Hearing at 8:52 a.m.

### **I. Call Meeting to Order**

Mr. Thompson called the meeting to order at 8:53 a.m.

### **II. Roll Call**

Mr. Thompson acknowledged all Board members were present with the exception of Mr. Frame who was excused.

### III. Proof of Notice

Mr. Thompson noted notice of the meeting had been timely and properly provided.

### IV. Finance Committee Report

Ms. Murphy advised the Board members the Finance Committee met earlier this date and reviewed an application from the Joint School Construction Board for bond financing. She said after review the Committee members approved a motion to recommend to the Board of Directors approval of the request.

### V. New Business

#### **Joint School Construction Board (JSCB) Series 2018B Bonds**

Mr. Kerwin, noting both a Public Hearing had just concluded on the Project and the recommendation of the Finance Committee requested the Board members approve an Inducement resolution for the Project. There being no discussion Mr. Thompson asked for a motion to approve the resolution. Mr. Kinsey made the motion. Ms. Murphy seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING THE UNDERTAKING BY THE ISSUER OF A CERTAIN PROJECT CONSISTING OF THE ACQUISITION BY THE ISSUER OF AN INTEREST IN, AND CONSTRUCTION, RECONSTRUCTION, RENOVATING AND EQUIPPING OF EXISTING SCHOOL BUILDINGS AT THE REQUEST OF THE SYRACUSE JOINT SCHOOLS CONSTRUCTION BOARD AND THE ISSUANCE OF ONE OR MORE SERIES OF THE ISSUER'S TAX-EXEMPT AND/OR TAXABLE SCHOOL FACILITY REVENUE BONDS (SERIES 2018B) IN AN AGGREGATE AMOUNT SUFFICIENT TO FINANCE THE COST THEREOF, THE COSTS OF SUCH ISSUANCE AND FUNDING CAPITALIZED INTEREST AND A DEBT SERVICE RESERVE FUND, IF ANY, BUT NOT TO EXCEED \$80,000,000.**

Mr. Kerwin then asked the Board members to approve a Bond Resolution for the Project. There being no discussion Mr. Thompson asked for a motion to approve the resolution. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF THE ISSUER'S TAX-EXEMPT AND/OR TAXABLE SCHOOL FACILITY REVENUE BONDS (SYRACUSE CITY SCHOOL DISTRICT PROJECT), SERIES 2018B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000 AND THE EXECUTION OF RELATED DOCUMENTS.**

#### **BVSHSSF Syracuse LLC ( Peak Campus Project)**

Noting a Public Hearing had also just concluded on this Project, Mr. Kerwin requested the Board members consider a resolution approving an increase in the sales tax exemption for the Project. The amount of the increase is \$359,919.36.

There being no discussion Mr. Thompson asked for a motion to approve the resolution. Mr. Brown made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF FINANCIAL ASSISTANCE**

**AWARDED TO THE PROJECT IN THE FORM OF AN EXEMPTION FROM STATE AND LOCAL SALES AND USE TAX; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

**State Tower Building LLC**

Mr. Kerwin noting a Public Hearing had just concluded on this Project also asked the Board members to approve a resolution authorizing an increase in the amount of the sales tax exemption. The amount of the increase is \$596,114.00.

There being no discussion Mr. Thompson asked for a motion to approve the resolution. Mr. Kinsey made the motion Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF FINANCIAL ASSISTANCE AWARDED TO THE PROJECT IN THE FORM OF AN EXEMPTION FROM STATE AND LOCAL SALES AND USE TAX; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

**Syracuse Economic Development Corporation (SEDCO)**

Ms. Spillane noting a copy was included in the Board's agenda packet reviewed a proposed memorandum of understanding (MOU) between the Agency and SEDCO memorializing the terms of a verbal agreement between the two relative to the sale of the Deys Centennial Plaza building by SEDCO in December of 2009. She reminded the Board members that at a Finance Committee held in February 2018 the Committee members recommended terms of the original agreement be put in an MOU to be approved and executed by both Boards. She advised there were no changes from the original verbal agreement saying the agreement.

There being no discussion Mr. Thompson asked for a motion to approve the agreement. Ms. Murphy made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT APPROVED A MOTION AUTHORIZING THE MEMORANDUM OF UNDERSTANDING AS PRESENTED.**

**Salina/Montgomery Parcels (Salina 1<sup>st</sup> LLC)**

Ms. Spillane advised the Board members that Salina 1st LLC, the buyers of the Agency parcels on Salina/Montgomery St. were requesting an extension of time to complete the purchase through March 31, 2019 to allow them time to apply for additional grant funding for the overall Project.

Gail Montplaisir an owner of the Company was present and advised the Board the time would allow them to explore different funding opportunities not available until later this year.

After a brief discussion Mr. Thompson asked for a motion to approve the resolution. . Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION AUTHORIZING THE AMENDMENT OF A PURCHASE AGREEMENT FOR AND THE SALE OF CERTAIN LAND LOCATED AT 1029-1111 SOUTH SALINA STREET AND 1016-1018, 1020, 1028 AND 1030 MONTGOMERY STREET, CITY OF SYRACUSE.**

### Salina First LLC

As with the prior agenda item Ms. Spillane advised the Board members the Company was also requesting an extension of the Agency Agreement for the Project until March 19, 2018 in order to explore additional funding opportunities not available until later this year.

There being no discussion Mr. Thompson asked for a motion to approve the resolution. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING AN EXTENSION OF THE AGENCY AGREEMENT BETWEEN THE AGENCY AND THE COMPANY UNTIL MARCH 31, 2019.**

### Symphony Tower LLC

Ms. Spillane noting the Company had submitted an updated application for financial assistance (included in the Board's agenda packet) advised the Board members the owners recently contacted the Agency and advised they were ready to move forward after several delays in project startup. She said the Company is requesting a temporary sales tax appointment allowing it to commence some necessary work prior to a closing anticipated for late May. In addition Ms. Spillane requested the Board to approve an amendment to the PILOT resolution to reflect the current tax rate.

After a brief discussion, Mr. Thompson asked for motions to approve the resolution authorizing a temporary sales tax appointment. Mr. Kinsey made the motion. Ms. Murphy seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING THE ISSUANCE OF A TEMPORARY SALES TAX APPOINTMENT LETTER AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

Mr. Thompson then asked for a motion on the PILOT resolution. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING AN AMENDED PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT.**

### Lakefront Redevelopment/Lipe Art Park

Ms. Spillane advised the Board members that it was the Agency's responsibility to handle grounds maintenance on the Creekwalk and fountain area in Franklin Square along with mowing at Lipe Art Park. She said the Agency had inherited the Creekwalk and fountain responsibilities from the defunct Lakefront Development Corporation and noted the Agency is the owner of the Lipe Art Park parcel. She said typically the cost generally does not exceed \$25,000.00 and asked the Board to approve a resolution authorizing the Agency to offer a contract to the lowest responsible bidder.

After a brief discussion, Mr. Thompson asked for a motion to approve the resolution. Ms. Murphy made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION APPROVING AN AGREEMENT FOR GROUNDS MAINTENANCE IN THE LAKEFRONT REDEVELOPMENT AREA.**

### Third National Associates

Mr. Kerwin advised the Board advised the Board in June of 2017 a resolution was adopted authorizing the Agency to transfer fee title back to the Company. The attorney for the Company has advised an omission in the legal description provided inadvertently omitted a parcel of the land and is requesting the Agency execute a new quit claim deed to transfer the omitted parcel. Barclay Damon's real estate department has confirmed the omission.

Counsel advised they will prepare a new quit claim deed and that no new resolution is necessary to do so.

### **VI. Adjournment**

There being further items to discuss Mr. Thompson asked for a motion to adjourn the meeting. Mr. Brown made the motion. Ms. Murphy seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN THE MEETING AT 9:30 a.m.**

City of Syracuse  
Industrial Development Agency  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202  
Tel (315) 473-3275

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Minutes  
Board of Directors Meeting  
Tuesday May 15, 2018

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**Board Members Present:** Kenneth Kinsey, Ricky T. Brown, Kathleen Murphy, Steven Thompson, Michael Frame

**Staff Present:** Honora Spillane, Meghan Ryan, Esq., Judith DeLaney, John Vavonese, Sue Katzoff, Esq., Debra Ramsey-Burns.

**Others Present:** Lauryn LaBorde, Aggie Lane , Mitch Latimer, Jim Mason, Walt Dixie, Alex Grant, Aggie Lane, Phil Maguire, Kate Maguire

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**I. Call Meeting to Order**

Mr. Frame called the meeting to order at 8:30 a.m.

**II. Roll Call**

Mr. Frame acknowledged all Board members were present.

**III. Proof of Notice**

Mr. Frame noted notice of the meeting had been timely and properly provided.

**IV. Minutes**

Approval of minutes from the February 20, 2018 and March 20, 2018 Board of Directors meetings.

Mr. Frame asked for a motion approving the minutes from the February 20, 2018 and the March 20, 2018 Board of Directors Meeting.

Ms. Murphy made the motion. Mr. Brown seconded the motion for the February 20, 2018 Board of Directors meeting. **ALL BOARD MEMBERS PESENT UNANIMOUSLY APPROVED THE MINUTES FROM THE FEBRUARY 20, 2018 BOARD OF DIRECTORS MEETING.**

Mr. Frame asked for a motion approving the minutes from the March 20, 2018 Board of Directors meeting.

Mr. Thompson made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT**

**UNANIMOUSLY APPROVED THE MINUTES FROM THE MARCH 20, 2018 BOARD OF DIRECTORS MEETING.**

**IV. New Business**

**Rapid Response Monitoring Services Incorporated**

Ms. Spillane said that Rapid Response is returning to SIDA to undertake a new project at their facility. She noted they have finished their original project; an expansion at the site. Ms. Spillane said Rapid Response will be creating 100 new jobs. She advised that the action before the Board today was to authorize a Public Hearing for the project.

Mr. Frame asked for a motion authorizing a Public Hearing for the Project.

Mr. Brown made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A PUBLIC HEARING FOR THE PROJECT.**

**Maguire Family Limited Partnership**

Ms. Katzoff said this project was previously undertaken by the board for their addition. There was a mistake in the property description, a calculation error of the sq. footage. Ms. Katzoff advised that there was no action necessary for the Board to vote on, but staff and counsel wanted to advise the Board of the correction to the project documents.

**Vanderbilt / Larned Parking Garage Project**

Ms. Katzoff noted that the Agency bonds for this Project matured April 1, 2018 and at its March meeting, the Board of Directors approved lease terminations relative to the payment of the bonds. Ms. Katzoff said Ms. Katzoff said additionally sub leases were entered into with Community Development Properties and M & T Bank for the parking garage that does not expire until March 31, 2025, but there is no practical reason for SIDA remain bound by those leases.

Ms. Murphy asked if there would be any change in the status, Ms. Katzoff said no.

Mr. Frame asked for a motion approving the resolution authorizing the early termination of the Agency's leasehold interest in a portion of the Project.

Ms. Murphy made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED AUTHORIZING A RESOLUTION FOR THE EARLY TERMINATION OF THE AGENCY'S LEASEHOLD INTEREST IN A PORTION OF THE PROJECT.**

**Streaming Services**

Ms. Spillane said that the City of Syracuse along with WCNY will provide streaming services for all SIDA Board of Directors Meetings, as part of a larger project to stream public meetings in the City of Syracuse. Ms. Spillane said the cost of the service on an hourly basis is \$312.50 and there will be a one- time administrative fee. The total cost to SIDA is not expected to exceed \$7,500.00 on an annual basis.

Mr. Frame said he thinks this is a great idea.

Mr. Frame asked for a motion Authorization of an allocation of funds not to exceed \$7,500.00 to the City of Syracuse for streaming services relative to Agency Board of Directors meeting.

Mr. Frame made the motion. Ms. Murphy seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED AUTHORIZING OF AN ALLOCATION OF FUNDS NOT TO EXCEED \$7,500.00 TO THE CITY OF SYRACUSE FOR STREAMING SERVICES RELATIVE TO AGENCY BOARD OF DIRECTORS MEETING.**

### **Agency Counsel**

Ms. Spillane said Sue is leaving Barclay Damon and going to Bousquet Holstein, and consequently, after discussion with the Chair, is advising the Agency issue a Request for Proposals for legal services. Ms. Spillane said during the interim period for continuity she recommends we contract with Ms. Katzoff at her new firm until the RFP process is complete.

Ms. Murphy asked if we will do by contract with Sue. Ms. Spillane said yes.

Mr. Kinsey asked how much the contract was for. Ms. Spillane said the contract will be with Bousquet Holstein, and would be within the procurement amounts the Executive Director is authorized to contract for.

Mr. Frame said he thinks we should extend until the month of June with Ms. Katzoff.

Mr. Brown said that was a good idea.

Ms. Spillane advised there is no Board action necessary at this time.

Mr. Frame asked if anyone in attendance would like to address the board with any concerns or questions.

Phil Maguire who is President of Maguire dealership wanted to say Thank you to the SIDA Board for everything they have done.

### **V. Adjournment**

There being no further business to discuss Mr. Frame asked for a motion to adjourn the meeting. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED TO ADJOURN THE MEETING AT 8:45 A.M.**

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street  
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Tel (315) 473-3275

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**EXECUTIVE SUMMARY**

**Agenda Item: 3**

**Title: Rapid Response Monitoring Services Inc.**

**Requested By: Sue Katzoff**

**OBJECTIVE:** Approval of resolutions authorizing the Agency to undertake the Project.

**DESCRIPTION:**

**Direct expenditure of fund:**  Yes  No

**Type of financial assistance requested**

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

**SUMMARY:** The Agency has received an application for financial assistance from the Company for a Project to be undertaken at its headquarters at 400 West Division St. The Company proposes a renovation and upgrade of the 37,500 sq. ft. original building to including all mechanical systems. The cost is estimated to be \$5,025,000.00 and the Company is requesting a sales tax exemption benefit from the Agency in the amount of \$400,000.00. It should be noted that in 2012 the Agency approved a project for the renovation of the subject building along with a 20,000 sq. ft. addition eventually expanded to 37500 sq. ft. At that time the Agency provided sales tax and mortgage tax exemptions along with PILOT agreement. The Company has informed the Agency that due to the cost of the 37500 sq. ft. expansion now completed the Company did not make planned renovations to the existing building as contemplated at that time. Additionally, staff reviewed the PILOT agreement and determined there will be no changes to the PILOT agreement due to this Project.

**ATTACHMENTS:**

1. Application for Financial Assistance.
2. Resolution.

**REVIEWED BY:**

- Executive Director
- Audit Committee
- Governance Committee
- Finance Committee

**Meeting:** June 19, 2018

**Prepared By: J. A. Delaney**

## FINAL APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on June 19, 2018 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by \_\_\_\_\_ and upon the roll being duly called, the following members were:

**PRESENT:**

**EXCUSED:**

**THE FOLLOWING PERSONS WERE ALSO PRESENT:**

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

### **RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A COMMERCIAL PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

**WHEREAS**, in 2014, at the request of Rapid Response Monitoring Services, Inc. (the "**Company**"), the Agency authorized a project (the "**Original Project**") consisting of: (A)(i) the acquisition of an interest in approximately 65,000 square feet of improved real property located at 400 West Division Street, 365 Spencer Street (rear), 301 Spencer Street and Solar Street in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of an approximately 37,500 square foot building (the "**Existing Building**") and the construction of an approximately 20,000 square foot building to be used as the Company's main call center and related activities; and related

parking all located on the Land (collectively, the "**Original Facility**"); (iii) the acquisition and installation thereon of furniture, fixtures and equipment (the "**Original Equipment**", and together with the Land and the Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, mortgage recording tax and sales and use taxation (collectively, the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, renovation and equipping of the Project Facility; and (D) the lease of the Project Facility by the Agency pursuant to a lease agreement and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, prior to closing on the Original Project, by letter dated October 14, 2014 (the "**Letter**"), the Company advised the Agency that the scope of the project had increased from an approximate 20,000 square foot 2 story addition to an approximate 35,000 square foot 3 story addition to accommodate the necessary growth of the Company (the "**Increased Project Scope**") and requested a change in the Project description to reflect the increased square footage; and

**WHEREAS**, the Company has advised that while the renovation of the Existing Building was intended to be included as part of the Original Project, the Original Financial Assistance was consumed by the Increased Project Scope; and

**WHEREAS**, the Company, by application dated May 9, 2018 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition or continuation of an interest in approximately 65,000 square feet of improved real property located at 400 West Division Street, 365 Spencer Street (rear) and 301 Spencer Street and Solar Street in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of an approximately 37,500 square foot building (the "**Existing Building**") to be used as part of the Company's main call center and related activities located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation thereon of furniture, fixtures and equipment (the "**Equipment**", and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax and sales and use taxation (collectively, the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, renovation and equipping of the Project Facility; and (D) the lease of the Project Facility by the Agency pursuant to a lease agreement and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 19, 2018 pursuant to Section 859-a of the Act, notice of which was published on June 7, 2018, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 8, 2018; and

**WHEREAS**, pursuant to Article 8 of the State Environmental Conservation Law, as amended and the regulations promulgated thereunder (collectively "**SEORA**"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as

defined by SEQRA) to be taken by the Agency and the approval of the Project and grant of Financial Assistance constitute such an action; and

**WHEREAS**, the Agency adopted a resolution on July 17, 2012 (the “*SEQRA Resolution*”) entitled:

**RESOLUTION CLASSIFYING THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, DECLARING THE AGENCY LEAD AGENCY FOR PURPOSES OF AN UNCOORDINATED REVIEW THEREUNDER AND DETERMINING THAT THE ACTION WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, the Agency adopted a resolution on June 19, 2018 (the “*Inducement Resolution*”) entitled:

**RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

which resolution is in full force and effect and has not been amended or modified; and

**NOW, THEREFORE**, be it resolved by the members of the City of Syracuse Industrial Development Agency, as follows:

**Section 1.** Based upon the representations made by the Company to the Agency and after consideration of the comments received at the public hearing, if any, the Agency hereby ratifies all of its prior resolutions adopted in conjunction with the Project, including but not limited to the SEQRA Resolution, the Inducement Resolution and all other action with respect to the Project and Financial Assistance taken by the Agency, and makes the following findings and determinations:

(a) The acquisition or continuation of a controlling interest in the Project Facility by the Agency, the granting of the approved Financial Assistance in accordance with the Inducement Resolution and the designation of the Company as the Agency's agent for completion of the Project will be an inducement to, and permit, the Company to develop and operate the Project Facility in the City of Syracuse, thus serving the public purposes of Article 18-A of the General Municipal Law of New York State by promoting and preserving the job opportunities, general prosperity, health and economic welfare of the inhabitants of the City of Syracuse (the "**City**") in furtherance of the purposes of the Act.

(b) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

(c) The commitment of the Agency to provide the approved Financial Assistance in accordance with the Inducement Resolution to the Company will enable and induce the Company to reconstruct, renovate, equip and complete the Project Facility.

(d) The acquisition, reconstruction, renovation, equipping and completion of the Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the City and the granting of the Financial Assistance is a necessary component to the financing of the Project.

(e) The Project Facility constitutes a "project" within the meaning of the Act.

(f) It is desirable and in the public interest for the Agency to grant Financial Assistance in connection with the Project.

**Section 2.** It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. The Project will serve the public purposes of Article 18-A of the General Municipal Law of the State of New York by advancing job opportunities and promoting economic development.

**Section 3.** It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 4.** Subject to the conditions set forth in this and prior resolutions adopted by the Agency, the Project Agreement, and the Agreement (each as defined in the Inducement Resolution), the Agency will, as necessary: (A) acquire a, or continue its, controlling interest in the Project Facility; (B) lease or sell the Land and Facility from the Company pursuant to a lease or sale agreement between the Agency and the Company (the “*Company Lease*”); acquire an interest in the Equipment pursuant to a bill of sale from the Company (the “*Bill of Sale*”); and sublease or sell the Project Facility to the Company pursuant to a sublease or sale agreement (the “*Agency Lease*”); (C) secure the Company’s borrowings with respect to the Project Facility by joining in one or more construction or permanent mortgages on the Project Facility in favor of the Company’s lenders(s); (D) provide the approved Financial Assistance; and (E) execute and deliver any other documents necessary to effectuate the actions contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

**Section 5.** The Chairman, Vice Chairman, Executive Director and any authorized representative of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified in Section 4 of this Resolution as well as the Lease Documents (as defined in the Inducement Resolution) and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in Section 4 of this Resolution and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

**Section 6.** The Agency’s participation in any of the documents referenced herein and in the Inducement Resolution, or the granting of the approved Financial Assistance, is contingent upon counsel for the Agency’s review and the Chairman or Vice Chairman’s approval of, all documents requested or required by the Agency in connection with the Project Facility, as well as the Company’s execution of the Agreement (as defined in the Inducement Resolution) and all other documents required by the Agency to effectuate the intent of this Resolution and as required in similar transactions.

**Section 7.** No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 8.** Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the Chairman and/or Vice Chairman, all documents necessary to effect the undertaking of the Project and the grant of Financial Assistance in connection with the Project.

**Section 9.** The approvals provided for herein are contingent upon the Company's payment of all of the Agency's fees and costs, including but not limited to attorneys fees.

**Section 10.** The Secretary and/or Executive Director of the Agency is hereby authorized to distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 11.** This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

**AYE**

**NAY**

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK            )  
  ) **SS.:**  
COUNTY OF ONONDAGA        )

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on June 19, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**I FURTHER CERTIFY** that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

**IN WITNESS WHEREOF**, I have set my hand and affixed the seal of the Agency this \_\_\_\_ day of June, 2018.

City of Syracuse Industrial Development Agency

\_\_\_\_\_  
Rickey T. Brown, Secretary

(S E A L)

## INDUCEMENT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on June 19, 2018 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by \_\_\_\_\_ and upon the roll being duly called, the following members were:

**PRESENT:**

**EXCUSED:**

**THE FOLLOWING PERSONS WERE ALSO PRESENT:**

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION AUTHORIZING THE UNDERTAKING, ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY; APPOINTING THE COMPANY AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF THE PROJECT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

**WHEREAS**, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more “projects” (as defined in the Act); and

**WHEREAS**, in 2014, at the request of Rapid Response Monitoring Services, Inc. (the "**Company**"), the Agency authorized a project (the "**Original Project**") consisting of: (A)(i) the acquisition of an interest in approximately 65,000 square feet of improved real property located at 400 West Division Street, 365 Spencer Street (rear), 301 Spencer Street and Solar Street in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of an approximately 37,500 square foot building (the "**Existing Building**") and the construction of an approximately 20,000 square foot building to be used as the Company's main call center and related activities; and related parking all located on the Land (collectively, the "**Original Facility**"); (iii) the acquisition and installation thereon of furniture, fixtures and equipment (the "**Original Equipment**", and together with the Land and the Facility, the "**Original Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax, mortgage recording tax and sales and use taxation (collectively, the "**Original Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, renovation and equipping of the Project Facility; and (D) the lease of the Project Facility by the Agency pursuant to a lease agreement and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, prior to closing on the Original Project, by letter dated October 14, 2014 (the "**Letter**"), the Company advised the Agency that the scope of the project had increased from an approximate 20,000 square foot 2 story addition to an approximate 35,000 square foot 3 story addition to accommodate the necessary growth of the Company (the "**Increased Project Scope**") and requested a change in the Project description to reflect the increased square footage; and

**WHEREAS**, the Company has advised that while the renovation of the Existing Building was intended to be included as part of the Original Project, the Original Financial Assistance was consumed by the Increased Project Scope; and

**WHEREAS**, the City of Syracuse, the Agency and the Company entered into a payment in lieu of taxes ("**PILOT**") agreement in conjunction with the Original Project; and

**WHEREAS**, the Company, by application dated May 9, 2018 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition or continuation of an interest in approximately 65,000 square feet of improved real property located at 400 West Division Street, 365 Spencer Street (rear) and 301 Spencer Street and Solar Street in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of an approximately 37,500 square foot building (the "**Existing Building**") to be used as part of the Company's main call center and related activities located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation thereon of furniture, fixtures and equipment (the "**Equipment**", and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax and sales and use taxation (collectively, the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation and equipping of the

Project Facility; and (D) the lease of the Project Facility by the Agency pursuant to a lease agreement and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Agency adopted a resolution on May 15, 2018, describing the Project and the proposed financial assistance and authorizing a public hearing (“**Public Hearing Resolution**”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on June 19, 2018 pursuant to Section 859-a of the Act, notice of which was originally published on June 7, 2018, in the Post-Standard, a newspaper of general circulation in the City of Syracuse, New York and given to the chief executive officers of the affected tax jurisdictions by letters dated June 8, 2018; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

**WHEREAS**, by resolution adopted July 17, 2012 (the “**SEQRA Resolution**”), the Agency determined that the Project constitutes an “Unlisted Action” as defined under SEQRA and will not have a significant adverse effect on the environment and issued a negative declaration; and

**WHEREAS**, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

**WHEREAS**, the Agency conferred with the assessor for the City (the “**Assessor**”) and was advised that the Project will not have a significant impact upon the current assessment of the Original Project Facility and therefore will not have a significant impact on the payment in lieu of taxes (“**PILOT**”) agreement entered into between the Agency, the City and the Company in conjunction with the Original Project; and

**WHEREAS**, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse (the “**City**”); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing job opportunities and the economic welfare of the people of the State and the City and improve their standard of living.

**NOW, THEREFORE**, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

**Section 1.** It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency, the Agency hereby and makes the following determinations:

(A) Ratifies the findings in its Public Hearing Resolution and SEQRA Resolution;

(B) The Project constitutes a “*project*” within the meaning of the Act;

(C) The acquisition or continuation of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for completion of the Project will be an inducement to the Company to acquire, renovate, equip and complete the Project Facility in the City, and will serve the purposes of the Act by, among other things, advancing job opportunities, the standard of living and economic welfare of the inhabitants of the City;

(D) The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act;

**Section 3.** As a condition of the appointment of the Company as the agent of the Agency, and the conference of any approved Financial Assistance, the Company and the Agency shall first execute and deliver a project agreement in substantially the same form used by the Agency in similar transactions (the “***Project Agreement***”). The Chairman, Vice Chairman or the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Project Agreement, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval. Subject to the due execution and delivery by the Company of the Agreement (as defined herein), the Project Agreement, the satisfaction of the conditions of this Resolution, the Agreement, the Project Agreement and the payment by the Company of any attendant fees, the Company and its designees, are appointed the true and lawful agent of the Agency to proceed with the renovation, equipping and completion of the Project, all with the same powers and the same validity as if the

Agency were acting in its own behalf. The amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$400,000**.

**Section 4.** As a further condition to the extension of State and local sales and use tax exemption benefits, and the Company's appointment as provided herein, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit "A"** attached hereto and presented at this meeting) (the "**Agreement**") are hereby approved. The Chairman, Vice Chairman or the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit "A"**, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval.

**Section 5.** Subject to the terms of this Resolution and the execution and delivery of, and the conditions set forth in, the Agreement and the Project Agreement the Agency will, as necessary: (i) acquire or continue an interest in the Land and Facility pursuant to a lease agreement (the "**Lease**") to be entered into between the Company and the Agency; accept an interest in the Equipment pursuant to a bill of sale from the Company (the "**Bill of Sale**"); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the "**Sublease**" and with the Lease and the Bill of Sale, the "**Lease Documents**") to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance; and (iv) provided that no default shall have occurred and be continuing under the Agreement (as defined herein) or under the original lease documents executed and delivered by the Company in conjunction with the Original Project; and provided further that the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency's undertaking of the Project, execute and deliver all other certificates and documents necessary or appropriate for the grant of the approved Financial Assistance or requested by the Agency, in form and substance acceptable to the Agency.

**Section 6.** The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

**Section 7.** The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement, is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "**Additional Agents**") to proceed with the renovation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Agreement. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to

make such records available to the State Commissioner of Taxation and Finance (the “*Commissioner*”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. for purposes of exemption from New York State (the “*State*”) sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

**Section 8.** The Chairman and/or Vice Chairman and/or the Executive Director of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

**Section 9.** The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the Agency’s approval of the Financial Assistance and the Company’s execution and delivery of, among other things, the Agreement, the Project Agreement and an Environmental Compliance and Indemnification Agreement in favor of the Agency in form and substance acceptable to the Agency and its counsel, in the discretion of the Chairman and/or Vice Chairman of the Agency.

**Section 10.** No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 11.** Should the Agency’s participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency’s counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

**Section 12.** Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

**Section 13.** The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 14.** This Resolution shall take effect immediately. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

**AYE**

**NAY**

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK            )  
  ) **SS.:**  
COUNTY OF ONONDAGA        )

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on June 19, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**I FURTHER CERTIFY** that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

**IN WITNESS WHEREOF**, I have set my hand and affixed the seal of the Agency this \_\_\_ day of June, 2018.

City of Syracuse Industrial Development Agency

\_\_\_\_\_  
Rickey T. Brown, Secretary

(S E A L)

## EXHIBIT "A"

### AGENCY/COMPANY AGREEMENT

**THIS AGREEMENT** is between **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**"), with an office at 201 East Washington Street, 6<sup>th</sup> Floor, Syracuse, New York 13202 and **RAPID RESPONSE MONITORING SERVICES INCORPORATED**, with a mailing address of 400 West Division Street, Syracuse, New York 13204 (the "**Company**").

**Article 1. Preliminary Statement.** Among the matters of mutual inducement which have resulted in the execution of this agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, and Chapter 641 of the Laws of 1979 of the State (collectively, the "**Act**") to designate an agent for renovating and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company, by application dated May 9, 2018 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition or continuation of an interest in approximately 65,000 square feet of improved real property located at 400 West Division Street, 365 Spencer Street (rear) and 301 Spencer Street and Solar Street in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of an approximately 37,500 square foot building (the "**Existing Building**") to be used as part of the Company's main call center and related activities located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation thereon of furniture, fixtures and equipment (the "**Equipment**", and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property tax and sales and use taxation (collectively, the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, renovation and equipping of the Project Facility; and (D) the lease of the Project Facility by the Agency pursuant to a lease agreement and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease, an agency lease, a bill of sale and an environmental compliance and indemnification agreement, shall be collectively referred to herein as the "**Lease Documents**".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the renovation, equipping and completion of the Project Facility, and the use and appointment, as necessary, by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "**Additional Agents**"): (i) will be an inducement to it to renovate and equip the Project Facility in the City of Syracuse (the "**City**"); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project Facility will promote, create and/or preserve private sector jobs in the State. The Company hereby further represents to the Agency that the Project Facility is not primarily used in making retail sales to customers who personally visit the Facility.

1.05. The Agency has determined that the acquisition of a controlling interest in, and the renovation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06. On June 19, 2018, the Agency adopted a resolution (the "**Inducement Resolution**") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, renovation and equipping of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not exceed **\$400,000**.

1.07. In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, the execution and delivery of a project agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of renovation and equipping the Project Facility, entering into contracts and doing all things requisite and proper for renovation and equipping the Project Facility.

**Article 2. Undertakings on the Part of the Agency.** Based upon the statement, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated, pursuant to the terms hereof, the Company as the Agency's agent for renovation and equipping the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) designation by the Company of Additional Agents for renovation and equipping of the Project Facility subject to the terms hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.05, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the renovation and equipping of the Project Facility and the utilization of and, as necessary the appointment of, Additional Agents.

2.05. Subject to the execution of the Lease Documents and Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency: (i) for the renovation and equipping of the Project Facility; and (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the renovation and equipping of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency's review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

**Article 3. Undertakings on the Part of the Company.** Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, and renovation and equipping of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, renovation and equipping of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project Facility, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates, endorsements, binders and/or policies of insurance in form

satisfactory to the Agency evidencing such insurance.

(g) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City, the City Planning Commission and any other governmental authority which approvals, permits and consents are required under applicable law for the development, renovation and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

(h) The Company shall complete a Contractor Status Report to be obtained from the City of Syracuse Industrial Development Agency and agrees to utilize, and cause its Additional Agents to utilize, local contractors and suppliers for the renovation, equipping and completion of the Project unless a waiver is received from the Agency in writing. For purposes of this Agency Agreement, the term "**Local**" shall mean Onondaga, Oswego, Oneida, Madison, Cayuga and Cortland Counties. The Company agrees that such Local contractors shall be provided the opportunity to bid on contracts related to the Project Facility.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, renovation and equipping thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. The Company agrees that, as agent for the Agency or otherwise, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute) it will comply with the requirements of Section 220 of the Labor Law of the State of New York, as amended.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental or machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and

penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06 The Company shall proceed with the acquisition, renovation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may appoint Additional Agents as agents of the Agency in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each Additional Agent which provides for the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each Additional Agent; (ii) a commitment to utilize local contractors and suppliers for the renovation and equipping of the Project (“local” being defined in Section 3.01(h) hereof); (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the Agency and the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that the failure to comply with the foregoing will result in the loss of the exemption; and (v) such other terms and conditions as the Agency deems necessary; and

(2) A completed “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss of the Company’s exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company ratifies and confirms its obligations to pay an annual administrative reporting fee in accordance with the Agency’s fee schedule to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects.

**Article 4. General Provisions.**

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; and

(b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; and

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act, and in accordance with the Agency's Recapture of Benefits Policy, the Agency shall, and in some instances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "**Recapture Amount**") including, but not limited to: (1) (a) that portion of the State and local sales and use tax exemption to which the Company was not entitled, which is in excess of the amount of the State and local sales and use tax exemption authorized by the Agency or which is for property or services not authorized by the Agency; or (b) the full amount of such State and local sales and use tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; or (c) the full amount of such State and local sales and use tax exemption in the event the Company fails to execute and deliver the Lease Documents in accordance herewith or fails to complete the Project; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) the failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "**State**") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article

twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight. In addition to the foregoing, the Agency may recapture other benefits comprising the Financial Assistance in accordance with the Agency's Recapture Policy (a copy of which is on the Agency's website).

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before **June 19, 2019**, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, renovation and equipping of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for the construction, renovation or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency and counsel for the Agency incurred in connection with the Project Facility and will pay the fees of counsel for the Agency for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

**4.05. The Company acknowledges that Section 875(7) of the New York General Municipal Law ("GML") requires the Agency to post on its website all resolutions and agreements relating to the Company's appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency's possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to**

**the Company's competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.**

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the 19<sup>th</sup> day of June, 2018.

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Honora Spillane, Executive Director

**RAPID RESPONSE MONITORING  
SERVICES INCORPORATED**

By: \_\_\_\_\_  
Name:  
Title:



## CITY OF SYRACUSE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY PROJECT APPLICATION INSTRUCTIONS

1. Fill in all blanks, using "none", "not applicable" or "not available" where the question is not appropriate to the Project, which is the subject of this Application (the "Project"). If you have any questions about the way to respond, please call the City of Syracuse Industrial Development Agency ("SIDA" or the "Agency") at (315)473-3275.
2. If an estimate is given as the answer to a question, put "(est.)" after the figure or answer, which is estimated.
3. If more space is needed to answer any specific question, attach a separate sheet.
4. When completed, return this application by mail or fax to the Agency at the address indicated below. A signed application may also be submitted electronically in PDF format to Honora Spillane, SIDA Executive Director at [hspillane@syrgov.net](mailto:hspillane@syrgov.net). **An application will not be considered by the Agency until the application fee has been received.**
5. The Agency will not give final approval for this Application until the Agency receives a completed NYS Environmental Assessment Form concerning the Project, which is the subject of this Application. The form is available at <http://www.dec.ny.gov/permits/6191.html>
6. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the SIDA (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, this Applicant must identify such elements in writing and request that such elements be kept confidential. In accordance with Article 6 of the Public Officers Law, the SIDA may also redact personal, private, and/or proprietary information from publicly disseminated documents.
7. The Applicant will be required to pay the Agency application fee and legal fee deposit upon submission. If accepted as a project of the agency, the Applicant is responsible for all administrative and legal fees as stated in Appendix D.
8. A complete application consists of the following 10 items:
  - This Application
  - Conflict of Interest Statement - Appendix A
  - Environmental Assessment Form - Appendix B (Short Form)
  - Verification - Appendix C
  - A Project description, including a feasibility statement indicating the need for the requested benefits
    - Provide site plans, sketches, and/or maps as necessary
  - 10 year pro forma operating budget, including funding sources
  - A check payable to the Agency in the amount of \$1,000
  - A check payable to Barclay Damon, LLP in the amount of \$2,500

**It is the policy of the Agency that any Project receiving benefits from the Agency will utilize 100% local contractors and local labor for the construction period of the Project unless a waiver is granted in writing by the Agency.**

**Return to:**

City of Syracuse Industrial Development Agency  
201 East Washington Street, 6th Floor  
Syracuse, NY 13202  
Phone: 315-473-3275  
[hspillane@syrgov.net](mailto:hspillane@syrgov.net)

## City of Syracuse Syracuse Industrial Development Agency Application

### I. APPLICANT DATA

#### A. Contact Information

Company Name:	RAPID RESPONSE MONITORING SERVICES, INCORPORATED			("Applicant")
Mailing Address:	400 WEST DIVISION STREET			
City:	SYRACUSE	State:	NY	Zip: 13204
Phone:	(315) 422-7709	Fax:	(315) 478-6946	
Contact Person:	DAVID PIDA			
Email Address:	DPIDA@RRMS.COM			
Industry Sector:	WHOLESALE ALARM MONITORING CENTRAL STATION			
NAICS Code:	541990	Federal Employer Identification Number:	16-1432416	

#### B. Will the Applicant be the Project Beneficiary (i.e. Project tenant or owner/operator)

Yes  No  If No, Who will:

#### C. Principal Stakeholders

List principal owners/officers/directors owning 5% or more in equity holdings with percentage ownership. Public companies should list corporate officers.

Name	% Ownership	Business Address	Phone	Email
RUSSELL MACDONNELL	100%	400 WEST DIVISION STREET SYRACUSE, NY 13204	(315) 422-7709	RRM@RRMS.COM

#### D. Corporate Structure: Attach a schematic if Applicant is a subsidiary or otherwise affiliated with another entity.

Corporation

Private

Public

Date and Location of  
Incorporation/Organization

04/01/1992  
NEW YORK

Partnership

General

Limited

If a foreign corporation, is the  
Applicant authorized to do  
business in the State of New  
York?

Other

Sole Proprietorship

Limited Liability Company/Partnership

E. Applicant's Counsel:

Name:	TIMOTHY MURPHY		
Firm:	HANCOCK & ESTABROOK, LLP		
Mailing Address:	100 MADISON AVENUE		
City:	SYRACUSE	State:	NY Zip: 13202
Phone:	(315) 565-4500	Fax:	(315) 565-4653
Email Address:	TMURPHY@HANCOCKLAW.COM		

F. Applicant's Accountant:

Name:	JOHN MARSHALL		
Firm:	THE BONADIO GROUP		
Mailing Address:	432 NORTH FRANKLIN STREET, #60		
City:	SYRACUSE	State:	NY Zip: 13204
Phone:	(315) 214-2720	Fax:	(315) 254-2384
Email Address:	JMARSHALL@BONADIO.COM		

G. Applicant History: If the answer to any of the following is "Yes", please explain below. If necessary, attach additional information.

1. Is the Applicant, its management, or its principal owners now a plaintiff or defendant in any civil or criminal litigation?  Yes  No
2. Has any person listed in Section 1(c) ever been convicted of a criminal offense (other than a minor traffic violation)?  Yes  No
3. Has any person listed in Section 1 (C) or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt?  Yes  No

H. Has the Applicant, or any entity in which the Applicant or any of its members or officers are members or officers, received assistance from SIDA in the past? If yes, please give year, Project name, description of benefits, and address of Project.

Yes  No

RAPID RESPONSE RECEIVED BENEFITS FROM SIDA IN CONJUNCTION WITH THE CONSTRUCTION OF THE EXPANSION LOCATED AT 400 WEST DIVISION STREET STARTING IN 2014. RAPID RECEIVED SALES AND MORTGAGE TAX EXEMPTIONS, AS WELL AS REDUCTION IN REAL ESTATE TAXES UNDER THE PILOT PROGRAM.

## II. PROJECT INFORMATION

### A. Project Location

Address:	400 WEST DIVISION STREET	Legal Address (if different)	
City:	SYRACUSE		
Zip Code:	13204		
Tax Map Parcel ID(s):	118.-02.-06.6		
Current Assessment:	\$5,200,000	Square Footage /Acerage of Existing Site:	60 X 426.66
Square Footage of Existing Building, if any:	75,000	Census Tract: (Please See Appendix E for Census Tracts)	1

#### B. Type (Check all that apply):

- New Construction
  Commercial  
 Expansion/Addition to Current Facility
  Brownfield/Remediated Brownfield  
 Manufacturing
  Residential/Mixed Use  
 Warehouse/Distribution  
 Other RENOVATION OF EXISTING BUILDING

C. Description of Project: Please provide a detailed narrative of the proposed Project. This narrative should include, but not be limited to: (i) the size of the Project in square feet and a breakdown of square footage per each intended use; (ii) the size of the lot upon which the Project sits or is to be constructed; (iii) the current use of the site and the intended use of the site upon completion of the Project; (iv) the principal products to be produced and/or the principal activities that will occur on the Project site; and (v) an indication as to why the Applicant is undertaking the Project and the need for the requested benefits (Attach additional sheets if necessary). Attach copies of any site plans, sketches or maps.

THE ORIGINAL BUILDING LOCATED AT 400 WEST DIVISION CONSISTED OF A 37,500 SQUARE FOOT COMMERCIAL BUILDING BUILT IN 1992. DURING AUGUST OF 2017 RAPID RESPONSE COMPLETED THE 37,500 SQUARE FOOT EXPANSION. THE NOW 75,000 SQUARE FOOT BUILDING SITS ON A 60 X 426.66 LOT. IN DECEMBER OF 2017 RAPID BEGAN THE RENOVATION OF THE ORIGINAL BUILDING. THE CURRENT AND FUTURE INTENDED USE OF THE BUILDING IS TO BE THE MAIN FACILITY FOR THE COMPANY'S CALL CENTER, INCLUDING EMPLOYEES AND SUPPORT STAFF. THE ORIGINAL BUILDING REQUIRES NOT ONLY TO BE COSMETICALLY UPDATED, BUT ALL OF THE ELECTRICAL AND MECHANICAL SYSTEMS ARE REQUIRED TO BE UPGRADED, (INCLUDING HVAC, LIGHTING, AND PLUMBING.) IN ORDER TO MAKE THE BUILDING A COHESIVE UNIT.

D. Is the Applicant the owner of the property?

- Yes
  No

If not, who is the owner and by what means will the site be acquired? If leasing, when does the lease end?

E. Infrastructure: Please indicate whether the following are onsite, need to be constructed, or need to be renovated/expanded:

Water	<span style="border: 1px solid black; padding: 2px;">Onsite</span>	Electric	<span style="border: 1px solid black; padding: 2px;">Onsite</span>
Sanitary/ Storm	<span style="border: 1px solid black; padding: 2px;">Onsite</span>	Private Roads	<span style="border: 1px solid black; padding: 2px;">Onsite</span>
Sewer Gas	<span style="border: 1px solid black; padding: 2px;">Onsite</span>	Telecommunication	<span style="border: 1px solid black; padding: 2px;">Onsite</span>

F. Zoning Classification: Please list the current zoning:

Current Zoning

COMMERCIAL

G. Are variances needed to complete the Project?

Yes  No

If yes, please describe nature of variances and if municipal approvals have been granted:

[Empty text box]

H. Will the Project generate sales tax for the community?

Yes  No

If yes, what is the company's average annual sales or estimated annual sales?

[Empty text box]

I. In accordance with N.Y. GML Sec. 862(1):

1. Will any other companies or related facilities within the state close or be subjected to reduced activity as a result of this Project? If so please list the town and county of the location(s):

Yes  No

[Empty text box]

2. Will the completion of the Project result in the removal of a plant or facility of the Applicant from one area of the State New York to another area of the State of New York?

Yes  No

3. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant located in the State of New York?

Yes  No

i. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

Yes  No

ii. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to preserve the competitive position of the Applicant in its respective industry?

Yes  No

4. Will the Project primarily consist of retail facilities?

Yes  No

i. If yes, will the cost of these facilities exceed one-third of the total Project cost?

Yes  No

J. Is the Project located in a distressed Census Tract?

Yes  No

[Empty text box]

Please see Appendix E for the map of distressed census tracts in the city of Syracuse.

K. Is the Project site designated as an Empire Zone?

Yes  No

L. Construction

1. Project Timeline (approximate):

Construction Commencement

12/01/2017

Construction Completion

03/31/2020

Date of Occupancy

OCCUPIED

2. Please list any other key Project milestones:

[Empty text box]

3. Has work begun?  Yes  No

If so, indicate the amount of funds expended in the past 3 years?

\$250,000.00

### III. PROJECT COSTS & FINANCING

#### A. Estimated Project Costs

i. State the costs reasonably necessary for the acquisition, construction, and/or renovation of the Project:

Description of Cost Type	Total Budget Amount
Land Acquisition	\$ 0.00
Site Work/Demo	\$ 0.00
Building Construction & Renovation	\$ 3,500,000.00
Furniture & Fixtures	\$ 750,000.00
Equipment	\$ 750,000.00
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	\$ 0.00
Engineering/Architects Fees	\$ 25,000.00
Financial Charges	\$ 0.00
Legal Fees	\$ 0.00
Other	\$ 0.00
Management /Developer Fee	\$ 0.00
<b>Total Investment</b>	<b>\$ 5,025,000.00</b>

ii. State the amounts reasonably anticipated for the acquisition, construction, and/or renovation of the Project:

Amount of capital the Applicant has invested to date:	\$ 250,000.00
Amount of capital Applicant intends to invest in the Project through completion:	\$ 4,775,000.00
Total amount of public sector source funds allocated to the Project:	\$ 0.00
Identify each public sector source of funding:	N/A
Percentage of the Project to be financed from private sector sources:	0.00%
Percentage of the Project to be financed from public sector sources:	0.00%

#### B. Financial Assistance sought (estimated values):

Applicants requesting exemptions and/or abatements from SIDA must provide the estimated value of the savings they anticipate receiving. **New York State regulations require SIDA to recapture any benefit that exceeds the amount listed in this application.**

i. Is the Applicant expecting that the financing of the Project will be secured by one or mortgages?  Yes  No

If yes, amount requested and name of lender:

ii. Is the Applicant expecting to be appointed agent of the Agency for purposes of abating payments of NYS Sales and Use Tax?  Yes  No

If yes, what is the TOTAL amount of purchases subject to exemption based on taxable Project costs?

iii. Is the Applicant requesting a payment in lieu of tax agreement (PILOT) for the purpose of a real property tax abatement?  Yes  No

If yes, Category of PILOT requested:

iv. Is the Applicant requesting any real property tax abatement that is **inconsistent** with the Agency's UTEP?

Yes  No

*If yes, please contact the Executive Director prior to submission of this Application.*

v. Upon acceptance of this Application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attach such information as Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit be granted by the Agency.

**\*\* This Application will not be deemed complete and final until Exhibit A hereto has been completed and executed\*\***

C. Type of Exemption/Abatement Requested:

Amount of Exemption/Abatement Requested:

<input checked="" type="checkbox"/>	Real Property Tax Abatement (PILOT)	TBD
<input type="checkbox"/>	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	
<input checked="" type="checkbox"/>	Sales and Use Tax Exemption (\$4% Local, 4% State)	\$ 400,000.00
<input type="checkbox"/>	Tax Exempt Bond Financing (Amount Requested)	
<input type="checkbox"/>	Taxable Bond Financing (Amount Requested)	

D. Company's average yearly purchases or anticipated yearly purchases from vendors within Onondaga County, subject to sales tax:

\$ 5,500,000.00

E. Estimated capital investment over the next 5 years, beyond this Project, if available:

\$ 5,000,000.00

#### IV. EMPLOYMENT AND PAYROLL INFORMATION

**\* Full Time Equivalent (FTE) is defined as one employee working no less than 40 hours per week or two or more employees together working a total of 40 hours per week.**

A. Are there people currently employed at the Project site?

Yes

No

If yes, provide number of full time equivalent (FTE) jobs at the facility:

473

B. Complete the following:

Estimate the number of full time equivalent (FTE) jobs to be retained as a result of this Project:	473
Estimate the number of construction jobs to be created by this Project:	50
Estimate the average length of construction jobs to be created (months):	12
Current annual payroll at facility:	\$ 25,000,000.00
Average annual growth rate of wages:	\$ 1,250,000.00
Please list, if any, benefits that will be available to either full and/or part time employees:	Medical, Vision, Dental, 401(k)
Average annual benefit paid by the company (\$ or % salary) per FTE job:	20%
Average growth rate of benefit cost:	17%
Amount or percent of wage employees pay for benefits:	15%
Provide an estimate of the number of residents in the Economic Development Region (Onondaga, Madison, Cayuga, Oneida, Oswego, and Cortland Counties) to fill new FTE jobs:	100

C. Complete the following chart indicating the number of FTE jobs presently employed at the Project and the number of FTE jobs that will be created at the Project site at the end of the first, second, third, fourth, and fifth years after the Project is completed. Jobs should be listed by title or category (see below), including FTE independent contractors or employees of independent contractors that work at the Project location. **Do not include construction workers.**

Current & Planned Full Time Occupations (Job Titles)	Current Number of FTEs	Salary (Annual or Hourly)	Estimated Number of FTE Jobs After Project Completion				
			End of Year 1	End of Year 2	End of Year 3	End of Year 4	Total New Jobs After 5 Years
SEMI SKILLED	410	\$ 16.47	435	460	485	510	100
SKILLED	63	\$ 75,000.00	63	63	63	63	0

For purposes of completing the chart, refer to the following definitions, in lieu of current titles:

- **Professional/Managerial/Technical** - includes jobs which involve skill or competence of extraordinary degree and may include supervisory responsibilities (examples: architect, engineer, accountant, scientist, medical doctor, financial manager, programmer).
- **Skilled** - includes jobs that require specific skill sets, education, training, and experience and are generally characterized by high education or expertise levels (examples: electrician, computer operator, administrative assistant, carpenter, sales representative).
- **Unskilled or Semi-Skilled** - includes jobs that require little or no prior acquired skills and involve the performance of simple duties that require the exercise of little or no independent judgment (examples: general cleaner, truck driver, typist, gardener, parking lot attendant, line operator, messenger, information desk clerk, crop harvester, retail salesperson, security guard, telephone solicitor, file clerk).

D. Are the employees of your company currently covered by a collective bargaining agreement?

Yes  No If yes, provide the Name and Local:

**V. Environmental Information**

**\*Please note an Environmental Assessment Form (EAF) MUST be completed and submitted along with this application. The Short Form EAF is included as Appendix B.**

A. Have any environmental issues been identified on the property?

Yes  No

If yes, please explain:

B. Has any public body issued a State Environmental Quality Review Act determination for this Project?

Yes  No

If yes, please attach to this application.

## VI. REPRESENTATIONS & AFFIRMATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

**A. Jobs Listings:** Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity of the service delivery area created by the Workforce Investment Act ("WIA") in which the Project is located.

Initial 

**B. First Consideration for Employment:** In accordance with §858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in WIA programs who shall be referred by the WIA for new employment opportunities created as a result of the Project.

Initial 

**C. Other NYS Facilities:** In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the Project occupant within the state is ineligible for Agency Financial Assistance, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the Project in its respective industry.

Initial 

**D. City Human Right Law:** The Applicant agrees to endeavor to comply with the provisions of Article XI, Division 2 of the City Code, entitled "The Omnibus Human Rights Law," which prohibits discrimination in employment based upon age, race, sex, creed, color, religion, national origin, sexual orientation, disability or marital status. The Applicant hereby agrees to adhere to this policy or equal opportunity employment in the requirement, hiring, training, promotion, and termination of employees.

Initial 

**E. City of Syracuse and MWBE Preference:** The applicant understands and agrees that it is the preference of the Agency that the applicant provide, and use its best efforts to provide, opportunities for the purchase of equipment, goods and services from: (i) business enterprises located in the city of Syracuse; (ii) certified minority and/or women-owned business enterprises; and (iii) business enterprises that employ residents in the city of Syracuse. Consideration will be given by the Agency to the Project Applicant's efforts to comply, and compliance, with this objective at any time an extension of benefits awarded, or involvement by the Agency with the Project, is requested by the Project Applicant.

Initial 

**F. Local Labor Policy:** The applicant understands and agrees that local labor and contractors will be used for the construction, renovation, reconstruction, equipping of the Project unless a written waiver is received from the Agency. Failure to comply may result in the revocation or recapture of benefits awarded to the Project by the Agency. For the purposes of the policy, "Local" is defined as Onondaga, Cayuga, Cortland, Madison, Oneida, and Oswego Counties.

Initial 

**G. Annual Sales Tax Filings:** In accordance with §874(8) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors

Initial 

**H. Annual Employment Reports and Outstanding Bonds:** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency on an annual basis, reports regarding the number of FTE at this Project site. The Applicant also understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the Project that is requested by the Comptroller of the State of New York.

Initial 

**I. Absence of Conflicts of Interest:** The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect in any transaction contemplated by this Application, except as hereinafter described in Appendix B.

Initial 

**J. Compliance:** The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

Initial 

**K. False or Misleading Information:** The Applicant understands and agrees that the submission of knowingly false or knowingly misleading information in this Application may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

Initial 

**L. GML Compliance:** The Applicant certifies that, as of the date of the Application, the proposed project is in substantial compliance with all provisions of NYS General Municipal Law Article 18-A, including but not limited to Sections 859-a and 862(1).

Initial 

**M. SIDA's Policies:** The Applicant is familiar with all of SIDA's policies posted on its website ([http://www.syr.gov.net/Syracuse\\_Industrial\\_Development\\_Agency.aspx](http://www.syr.gov.net/Syracuse_Industrial_Development_Agency.aspx)) and agrees to comply with all applicable policies.

Initial 

**N. Disclosure:** The Applicant has read paragraph 6 of the instructions contained on the cover of this Application and understands that the Applicant must identify in writing to SIDA any information it deems proprietary and seeks to have redacted.

Initial 

**O. Reliance:** THE APPLICANT ACKNOWLEDGES THAT ALL ESTIMATES OF PROJECTED FINANCIAL IMPACTS, VALUE OF FINANCIAL ASSISTANCE REQUESTED, AND OTHER INFORMATION CONTAINED IN THIS APPLICATION WILL BE RELIED UPON BY SIDA AND ANY CHANGES IN SUCH INFORMATION MUST BE MADE IN WRITING AND MAY IMPACT THE GRANT OF FINANCIAL ASSISTANCE TO THE PROJECT.

Initial 

**I have read the foregoing and agree to comply with all the terms and conditions contained therein as well as the policies of the City of Syracuse Industrial Development Agency.**

Name of Applicant Company

RAPID RESPONSE MONITORING SERVICES, INC.

Signature of Officer or Authorized Representative



Name & Title of Officer or Authorized Representative

DAVID PIDA, CFO

Date

5.9.2018

**VI. HOLD HARMLESS AGREEMENT**

Applicant hereby releases the City of Syracuse Industrial Development Agency and the members, officers, servants, agents and employees thereof (collectively the "Agency" from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax-exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction, and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all cause of action and attorney's fees and any other expenses incurred in defending any suits or action which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, or the inability of the Applicant, for any reason, to proceed with the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of or in connection with the Application, including attorney's fees, if any.

Name of Applicant Company

RAPID RESPONSE MONITORING SERVICES, INC.

Signature of Officer or Authorized Representative



Name & Title of Officer or Authorized Representative

DAVID PIDA, CFO

Date

5.9.2018

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY APPLICATION  
**APPENDIX A**  
**CONFLICT OF INTEREST STATEMENT**

Agency Board Members

1. Michael Frame
2. Kathleen Murphy
3. Steven P. Thompson
4. Rickey T. Brown
5. Kenneth J. Kinsey

Agency Officers/Staff

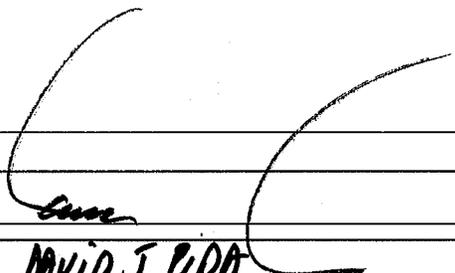
1. Honora Spillane
2. Judith DeLaney
3. Debra Ramsey-Burns

Agency Legal Counsel & Auditor

1. Susan Katzoff, Esq., Barclay Damon, LLP.
2. Grossman St. Amour, PLLC.

The Applicant has received from the Agency a list of members, officers and staff of the Agency. To the best of my knowledge, no member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Signature:



Authorized Representative:

DAVID J. P. DA

Title:

CFO

Date:

5.9.2018





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)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ THERE WAS A UNDERGROUND FUEL TANK THAT WAS LOCATED AND REMOVED IN CONJUNCTION WITH THE CONSTRUCTION OF PARKING LOT. CLOSURE REPORT ATTACHED.	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.</b>		
Applicant/sponsor name: <u>DAVID PIDA</u> Date: <u>05/09/2018</u>		
Signature: _____		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3** For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<input type="text"/>	<input type="text"/>
Name of Lead Agency	Date
<input type="text"/>	<input type="text"/>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<input type="text"/>	<input type="text"/>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

**APPENDIX C**

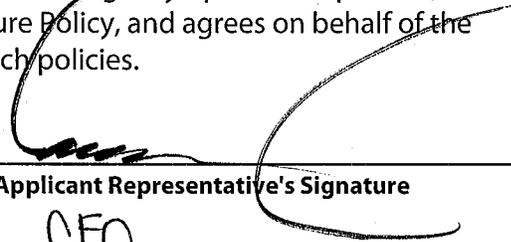
**Verification**

STATE OF New York )  
 ) SS.:  
COUNTY OF Onondaga )

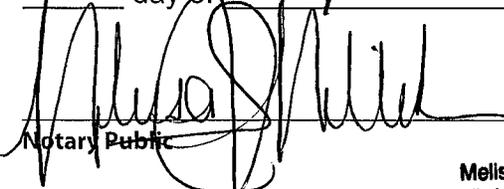
David Pida, deposes and says that s/he is the  
(Name of Individual)

CFO of Rapid Response Monitoring Svcs, Inc.  
(Title) (Applicant Name)

that s/he has read the foregoing Application and knows the contents thereof and that the same is true, accurate, and complete to the best of her/his knowledge, as subscribed and affirmed under the penalties of perjury. The grounds of deponent's beliefs relative to all matters in the said Application which are not stated upon her/his own personal knowledge are investigations which the deponent has caused to be made concerning the subject matter of the Application as well as, if applicable, information acquired by deponent in the course of her/his duties/responsibilities for the Applicant and from the books and papers of the Applicant. The deponent also acknowledges the receipt of the schedules attached to the Application, including but not limited to the Agency's fee schedule and assumes responsibility for payment of any and all applicable fees as described therein. Deponent further acknowledges review and understanding of the Agency's published policies, including but not limited to the Agency's Recapture Policy, and agrees on behalf of the Applicant to be bound by and comply with, all such policies.

  
\_\_\_\_\_  
Applicant Representative's Signature  
CFO  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this  
9th day of May, 2018

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

Melissa J.S. Milliken  
Notary Public, State of New York  
No. 01MI5051522  
Qualified in Oswego County  
My Commission Expires:  
November 6, 2021

**APPENDIX D**  
**Agency Fee Schedule**

(Revised (6/21/16))

**Bond and Straight Lease Transactions:**

Application & Processing Fee.....	\$1,000.00
Project Commitment/Legal Fee.....	\$2,500.00
(Due with fully executed Application; Amount applied to SIDA's counsel fee)	

**Administrative Fee:**

Issuance of Bonds.....	1% Project Cost
(Without regard to principal amount of bonds issued.)	
Straight Lease/Agency Appointment.....	1% Project Cost
(Exemption from one or more mortgage recording, real property or sales and use taxes)	
Refunding of Bonds.....	1% of Project Cost
All Other Refinancing of Existing Project.....	¼ of 1% of Mortgage Amount
New Money/Additional Financing on Existing Project.....	1% of Amount Financed
(Exemption from mortgage recording tax only if exemption from real property or sales and use tax also granted, fee is 1% Project cost.)	

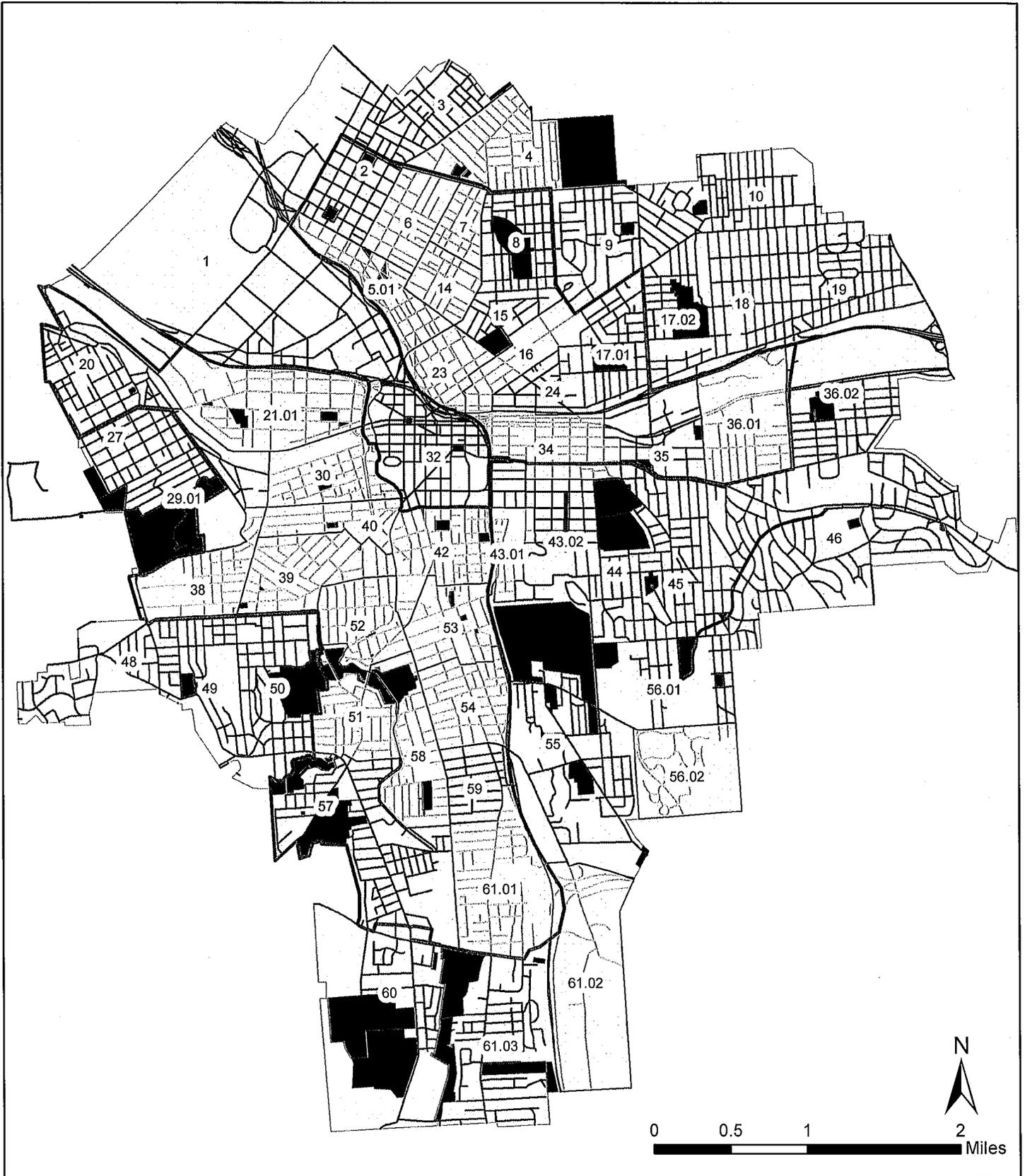
**Post-Closing Items for Bond and Straight Lease Transactions:**

Annual Administrative Reporting Fee.....	\$250.00
(Paid at time of closing and annually thereafter for duration of SIDA's interest in Project Facility)	
Extension of sales tax exemption.....	\$500.00
Modification or Amendment of Closing Documents.....	\$1,000.00
Subsequent lender closing.....	\$250.00

In addition to the foregoing, Applicants are responsible for payment of all costs and expenses incurred by SIDA in connection with application or Project including without limitation publication, copying costs, SEQRA compliance and fees and costs to SIDA's attorneys, engineers, and consultants. SIDA reserves the right to require a deposit to cover anticipated costs. Application fees are payable at time application/request is submitted. All fees are non-refundable. Applicants for bond transactions are responsible for payment of Bond Issuance Charge payable to the State of New York. Applicants are also responsible for payment of post-closing fees and costs associated with the appointment of additional agents.

SIDA reserves the right to modify this schedule at any time and to assess fees and charges in connection with other transactions such as grants of easement or lease of SIDA-owned property.

# Highly Distressed Census Tracts



**Legend**

-  Highly Distressed Census Tracts (2016)
-  2010 Census Tracts
-  Parks & Cemeteries
-  NRSA Boundaries

Map created 7/12/2016.  
This map is for planning purposes only.  
The City of Syracuse cannot guarantee its accuracy.



RAPID RESPONSE MONITORING SERVICES, INC.  
PROJECT DESCRIPTION – RENOVATION OF 400 WEST DIVISION STREET

During the fourth quarter of 2017, Rapid Response completed the expansion and began the renovation of its facility located at 400 West Division Street, Syracuse. In 2012, Rapid was awarded a financial assistance package from the Syracuse Industrial Agency (“SIDA”) for the construction of a 35,000 square foot expansion, otherwise known as the “RAPID RESPONSE MONITORING SERVICES, INC PROJECT.” The financial assistance and support received from SIDA enabled Rapid Response to increase its capital expenditures from the original budget of \$12.5 to completed construction costs of over \$22 million. In early 2018, Rapid began the renovation of the original building to provide a better flow for the employees, to create more usable space, as well as to improve the facility to match the energy efficiencies and working conditions of the newly constructed expansion. In addition, Rapid is projecting another spike in its constantly growing account base which will require the need for additional hardware, software and personnel.

**EXECUTIVE SUMMARY**

**Agenda Item: 4**

**Title: C-MAND Development, LLC**

**Requested By: Sue Katzoff**

**OBJECTIVE:** Approval of a resolution authorizing the reappointment of the Company as an Agent of the through November 1, 2018.

**DESCRIPTION:**

**Direct expenditure of fund:**  Yes  No

**Type of financial assistance requested**

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

**SUMMARY:** The Board of Directors undertook a Project with the Company in 2013 to complete a gut renovation of the then vacant Onondaga Music Building at 238 W. Jefferson St. The Board approved benefits in the amount of a \$269,000.00 sales tax exemption and a mortgage tax exemption of \$35,000.00. Due to issues regarding historic tax credit investor financing, the project closed in 2015. The initial project completed in September 2015 consisted of the conversion of the three upper floors into 21 apartments and the renovation of the first floor commercial space. Today the apartments are fully rented and a portion of the first floor commercial space is now operating as a retail shop (1675 Sq. ft.). Total project costs to date are \$4.9 million dollars.

The Company has now advised the Agency it intends to complete the buildout of the remaining and vacant 7450 sq .ft. first floor space, add a 1675 sq. ft. addition on vacant space adjacent to the building to operate a restaurant and banquet facility at an additional cost of \$2,478,000.00. The facility will create 40 jobs. The Company is requesting an extension of the sales tax appointment (no increase is required) to November 1, 2018.

**ATTACHMENTS:**

1. Correspondence
2. Resolution

**REVIEWED BY:**

- Executive Director
- Audit Committee
- Governance Committee
- Finance Committee

**Meeting:** June 19, 2018

**Prepared By:** J. A. DeLaney

Honora Spillane  
Executive Director of SIDA  
Department of Neighborhood and Business Development  
City of Syracuse  
201 East Washington Street, 7<sup>th</sup> Floor  
Syracuse, NY 13202

June 12, 2018

My name is Methin Chutintranond, Member of C-MAND Development, LLC. We are hereby requesting a retroactive extension of sales tax exemption from June 1, 2018 to November 1, 2018. The status of the Project is now 85% completed with an estimated of \$56,800.00 in sales tax has been used since January 1, 2018. We are not requesting any increase in the sales tax exemption. The reasons for this retroactive extension are as following:

1. City delayed issuing a building permit for several months resulting in delay in foundations and steel due to cold weather
2. Poor soil conditions below the adjoining building to the east delayed installation of Citronelle footings and foundation wall thus extending the start of construction of the addition further into the colder winter months
3. Extreme Winter weather required change to winter protection for foundation installation. Ground frost delayed installation of underground piping, shallow footings, and concrete slab
4. Winter weather delayed erection of steel. Without the steel framing installed, the final field dimensions for skylight, front windows, and bar could not be provided thus delaying start of manufacturer fabrication
5. Once final skylight/ roof opening dimensions could be taken, there have been multiple skylight delays both in its engineering department and fabrication. Even with offers of added financial incentive they would not speed up their delivery schedule.

Please let me know if you have any questions, we would be happy to explain the situation. Thank you for your consideration.

Sincerely,



(Methin Chutintranond)  
Member, C-MAND Development, LLC  
238 W. Jefferson Street  
Syracuse, NY 13202

**APPROVING RESOLUTION**

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on June 19, 2018 at 8:30 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

The meeting was called to order by the \_\_\_\_\_ and upon the roll being duly called, the following members were:

**PRESENT:**

**THE FOLLOWING PERSONS WERE ALSO PRESENT:** Staff: \_\_\_\_\_; Others: \_\_\_\_\_; Media: \_\_\_\_\_.

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION APPROVING A RETROACTIVE EXTENSION OF THE SALES TAX APPOINTMENT OF C-MAND DEVELOPMENT, LLC AS AGENT OF THE AGENCY THROUGH NOVEMBER 1, 2018; AND AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS**

**WHEREAS**, the City of Syracuse Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the "**Act**"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, for the purpose of promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living; and

**WHEREAS**, at the request of C-MAND Development Company, LLC (the "**Company**"), by resolution dated June 18, 2013 (the "**Inducement Resolution**") the Agency agreed to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of a leasehold interest in approximately 36,000 square feet of improved real property located at 410- 14 South Clinton Street in the City of Syracuse, New York (the "**Land**"); (ii) the reconstruction and renovation of a four (4) story approximately 45,000 square foot building, including but not limited to renovation of approximately 9,000 square feet of commercial space on the first floor, and the renovation of floors 2-4, each approximately 9,000 square feet to house approximately 24 market-rate apartments, all located on the Land (collectively, the "**Facilities**"); (iii) the acquisition and installation thereon of furniture, fixtures and equipment (the "**Equipment**", and together with the Land and the Facilities, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from mortgage recording tax and State and local sales and use taxation (collectively, the "**Financial Assistance**"); (C) the appointment of the Company or its designee

as an agent of the Agency in connection with the acquisition, reconstruction, renovation and equipping of the Project facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, in or about March 2015, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Project and the conference of the approved Financial Assistance (the "**Lease Transaction**"). As part of the Lease Transaction, the Company was appointed as the agent of the Agency through February 28, 2016 for purposes of undertaking and completing the Project Facility and was awarded an amount not to exceed \$269,000 in exemptions from State and local sales and use tax (the "**Appointment**"); and

**WHEREAS**, in August 2017, the Company requested the Agency re-appoint the Company as its agent through June 1, 2018 for purposes of completing the Project; and pursuant to a resolution adopted on August 15, 2017 ("**Appointment Resolution**"), the Agency approved the Company's request for re-appointment; and

**WHEREAS**, as of December 2016 the Company had realized \$89,249.86 in State and local sales and use tax exemptions leaving a balance of unused exemption in the amount of \$179,750.14. In 2017 the Company reported \$83,304.98 in claimed exemption leaving a balance at the end of 2017 of \$96,445.16. The Company has further advised that between January 2018 and now, they have realized approximately \$89,249.86 in State and local sales and use tax exemptions thereby leaving a balance of \$7,195.56 of unused exemption remaining available for the Project (the "**Remaining Exemption**"). The Company is not requesting any additional financial assistance; and

**WHEREAS**, by letter dated June 12, 2018, the Company advised that they are approximately 85% completed with the commercial/balance of the Project and requested the Agency approve a retroactive extension of their Appointment from June 1, 2018 to November 1, 2018 to provide them an opportunity to complete the Project (the "**Extension**"). The Company further advised that the delays in completion were due to conditions beyond their control including permitting delays, winter weather conditions and fabrication delays; and

**WHEREAS**, the Company represents that there are no events of default under any of the documents executed and delivered by the Company (the "**Lease Documents**") in conjunction with the Lease Transaction; and

**WHEREAS**, the Extension is in furtherance of the Financial Assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to the State Environmental Quality Review Act ("**SEQRA**"), and the present sales tax appointment extension request is insubstantial and does not require reconsideration or further review by the Agency under SEQRA; and

**NOW, THEREFORE**, be it resolved by the members of the City of Syracuse Industrial Development Agency as follows:

(1) Based upon the representations made by the Company to the Agency, including but not limited to there being no event of default under the Lease Documents, the Agency hereby makes the following findings and determinations:

(a) The granting of the Extension does not require reconsideration or further review by the Agency under SEQRA.

(b) The Agency authorizes the Extension of the Company's appointment as their agent for purposes of completing the Project through and including **November 1, 2018**. All other terms and conditions of the Lease Documents remain unchanged and in full force and effect.

(2) The Agency is authorized to execute all documents necessary to effectuate the Extension and the sales tax appointment agent status of the Company and/or its Additional Agents (as that term is defined in the Inducement Resolution) (collectively, the “***Extension Documents***”) including but not limited to revisions or amendments of the Lease Documents, if any, issuance of a new Sales Tax Appointment Letter and an amendment or extension of the appropriate “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each of the entities; and each the Chairman, the Vice Chairman and/or the Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the documents upon the advice of counsel to the Agency. The execution thereof by the Chairman, the Vice Chairman and/or the Executive Director constitutes conclusive evidence of such approval.

(3) As a condition of the Extension, the Company will: (i) confirm that all insurance executed and delivered in conjunction with the Project and the Lease Transaction remains in full force and effect and will submit to the Agency proof of insurance naming the Agency as an additional insured pursuant to the Agency’s requirements under the Lease Documents; (ii) submit to the Agency any applicable information requested by the Agency with respect to the Extension so that they can accurately track and report as required under the Act; (iii) submit any applicable administrative fees and all legal fees incurred by the Agency in exchange for the Agency’s grant of the Extension; and (iv) submit any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(4) The Company shall execute and deliver any and all documents required by the Agency in connection with the Extension and to carry out the intent of this Resolution; and

(5) The Company shall provide or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project and the Company shall, and cause each Additional Agent, to

make such records available to the Agency and the State Commissioner of Taxation and Finance (the “*Commissioner*”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request.

(6) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(7) The Secretary of the Agency is hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(8) A copy of this Resolution, together with any attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK            )  
  ) **SS.:**  
COUNTY OF ONONDAGA        )

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on June 19, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**I FURTHER CERTIFY** that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

**IN WITNESS WHEREOF**, I have set my hand and affixed the seal of the Agency this \_\_\_\_ day of June, 2018.

City of Syracuse Industrial Development Agency

\_\_\_\_\_  
Ricky T. Brown, Secretary

(S E A L)

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**City of Syracuse**  
**Industrial Development Agency**  
333 West Washington St, Suite 130  
Syracuse, NY 13202  
Tel (315) 473-3275 Fax (315) 435-3669

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EXECUTIVE SUMMARY

**Agenda Item: 5**

**Title: National Development Council (NDC)**

**Requested By: Nora Spillane**

**OBJECTIVE:** Approval of a resolution authorizing a contract with NDC for consulting services for the period July 1, 2018 through June 30, 2019.

**DESCRIPTION:**

**Direct expenditure of fund:**  Yes  No

**Type of financial assistance requested**

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

**SUMMARY:**

The National Development Council (NDC) on a continuing basis provides support and expertise to the Agency and the City's Department of Neighborhood and Business Development. A full description of the scope of services provided is attached for review.

**ATTACHMENTS:**

1. Proposed Contract.

**REVIEWED BY:**

Executive Director

Audit Committee

Governance Committee

Finance Committee

**Meeting:** June 19, 2018

**Prepared By:** J. A. DeLaney

**AGREEMENT BY AND BETWEEN**  
**CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**  
**AND**  
**NATIONAL DEVELOPMENT COUNCIL**

This Agreement is made and entered into as of 1st day of July, 2018, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, Syracuse, New York, a public benefit corporation whose address is City Hall, 201 E Washington Street, 6<sup>th</sup> floor Syracuse, New York 13202 (hereinafter called the "SIDA") and **NATIONAL DEVELOPMENT COUNCIL** (hereinafter referred to as "NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code , whose address is 1 Battery Park Plaza, Suite 710, New York, NY 1004

**WITNESSETH THAT:**

WHEREAS, the SIDA is desirous of obtaining the professional services of an advisor for itself and the City of Syracuse's Department of Neighborhood and Business Development ("the City") to develop and assist in the implementation of the SIDA and the City's various community, economic and housing development programs;

WHEREAS, NDC is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the SIDA and the City utilizing its expertise in community, economic and housing development activities.

NOW THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

**I. SCOPE OF SERVICES**

The purpose of this Agreement is to set forth the terms upon which the NDC will provide the SIDA and the City with assistance as in described in Exhibit A. NDC agrees to perform such services as are requested from time to time by the SIDA and to provide such services as it deems necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the services to be offered to the SIDA and the City by NDC. In performing the requested services, NDC shall consult with officers and employees of the SIDA and the City and shall meet, as appropriate, with such representatives or other entities when necessary, including without limitation Village, Town, County, State of New York and Federal officials and other organizations.

The person in charge of administering this Agreement on behalf of the SIDA shall be SIDA's Executive Director or other such person as the SIDA shall designate in writing.

The primary person responsible for the services to be rendered on behalf of NDC shall be Robert Sweet, and secondary person shall be David Trevisani, Directors of NDC, or other qualified person as is designated in writing by NDC and accepted by the SIDA.

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## **II. DURATION, TERMINATION**

NDC agrees to commence work for the SIDA effective the first date written above and shall continue providing technical assistance for twelve (12) months. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 48 hours after receipt of such notice.

## **III. COMPENSATION**

The SIDA shall compensate NDC for performance of services received hereunder in the amount of Seventy-Five Thousand dollars (\$75,000) payable in twelve (12) monthly payments of Six Thousand Two Hundred and Fifty dollars (\$6,250.00) paid within thirty (30) days of invoice date each month.

The base fee amount includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, NDC is responsible for all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the SIDA and the NDC. Payment by the SIDA for services rendered under this Agreement evidences the SIDA'S acceptance of such services in accordance with the terms of the Agreement.

## **IV. MISCELLANEOUS PROVISIONS**

**4.1 Ownership of Material and Documents.** All final reports and other materials prepared by NDC for the SIDA or the City shall be the property of SIDA, however all work papers and other source materials shall be the property of the NDC. NDC shall deliver such materials to the SIDA in accordance with the terms and conditions of this Agreement. SIDA shall not, without NDC's written consent, associate NDC's name with the report\product, if a subsequent change is made in such report\product after submission and receipt by the SIDA.

**4.2 Right to Audit.** NDC shall establish and maintain appropriate procedures which will assure the proper accounting of all funds paid to it under this Agreement. SIDA or any of their duly authorized representatives shall have access to any books, documents, papers and records of NDC and/or its subcontractors which are directly pertinent to a specific program for the purpose of making an audit, an examination, excerpts and transcriptions. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records and supporting details shall be retained for a period of at least three (3) years after the expiration of the term of this Agreement.

**4.3 Confidentiality of Reports.** NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and SIDA designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of SIDA.

**4.4 Equal Opportunity.** NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court

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to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the SIDA, and that party may be declared ineligible for further SIDA contracts.

**4.5 Conflicts of Interest.** No board member, officer or employee of SIDA or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

**4.6 Notices.** All notices shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.

**4.7 Release of News Information.** No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the SIDA.

**4.8 Compliance with Laws.** NDC agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of New York.

**4.9 Assignment.** Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.

**4.10 Severability.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

**4.11 Dispute Resolution.** At the request of either party, any disputes or claims under this Agreement shall be submitted to arbitration in a manner provided under the Commercial Arbitration Rules of the American Arbitration Association then in effect, such arbitration is to be conducted in Syracuse, New York before three arbitrators chosen in accordance with the rules of the State where the SIDA or City is located.

**4.12 Supplemental Provisions.** Either party may require supplemental provisions which will govern the agreement between the parties by attaching hereto such supplemental provisions as **Exhibit "B"**. The cost of supplemental provisions is not included in the contract price quoted in III above. The SIDA will only reimburse the cost of supplemental provisions if NDC obtains written approval within thirty (30) days prior to the expenditure and supported by Resolution of the SIDA Board.

**4.13 Acknowledgement.** The SIDA expressly acknowledges that all opinions and advice (written or oral) given by the NDC to the SIDA in connection with the NDC's engagement are intended solely for the benefit and use of the SIDA or the City and the SIDA agrees that no such opinion or advice shall be used for any other purpose or reproduced, discriminated, quoted or referred to at any time without the prior consent of NDC.

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**4.14 Disclaimer.** SIDA has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.

Upon the request of SIDA, NDC may, but is not required to, participate in the development of the SIDA projects in such capacity as the parties may agree.

**4.15 Entire Agreement.** This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein.

**4.16 Disclaimer.** The Client is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.

**Standard disclaimer regarding NDC's compliance with Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and amended Section 15B of the Securities and Exchange Act of 1934 ("Exchange Act")**

The National Development Council is not a Registered Municipal Advisor as defined in Dodd-Frank and the Exchange Act and therefore cannot provide advice to a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including structure, timing, terms or other similar matters concerning such financial products or issues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

**City of Syracuse Industrial  
Development Agency**

**National Development Council:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Honora Spillane

Daniel Marsh III

Executive Director

President

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**NDC TECHNICAL ASSISTANCE AGREEMENT  
SCOPE OF SERVICES  
EXHIBIT A**

To promote redevelopment within the City of Syracuse, the SIDA or the City is undertaking or may undertake certain community and economic development projects. At SIDA's request, NDC will provide technical assistance to the SIDA in reviewing, structuring and financing such projects during project pre-development and project development.

The Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The SIDA and NDC, by mutual agreement, may revise this Scope of Services from time to time. The assistance within this Scope of Services includes:

- One. Assist the Syracuse Invest Health Project sponsored by the Allyn Family Foundation to secure equity from the New Market Tax Credit (NMTC) Program.
  - Two. Evaluate the options regarding ownership and operation of street lighting in the City of Syracuse (City).
  - Three. Analyze operations of the City owned asphalt facility and make recommendations regarding its future operation.
  - Four. In conjunction with ABM Parking Services, (see Exhibit B below) undertake a comprehensive analysis of, and recommendations for, parking assets owned and operated by the City.
    - A. At the Client's request, NDC will review and evaluate projects being considered by the SIDA or the City for community and economic development assistance. This may include:
      1. Evaluating sponsor/developer experience and capacity
      2. Financial review and structuring of deals
      3. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
      4. Advising on tax credit equity sources, requirements and structuring
      5. Identifying other funding sources when required
      6. Assisting with development issues during pre-development and development
      7. Structuring loan documents and development agreements
      8. Advising on program regulations issues
    - B. At the SIDA's request, NDC will provide technical support and/or financial analysis to the SIDA
-

and the City with respect to its economic and housing development program proposals.

- C. NDC will provide technical assistance and advocacy in the SIDA or City's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to,

Federal Resources

1. Community Development Block Grant (CDBG) program, and HUD Section 108 loans, including Economic Development Initiative (EDI) and Brownfields Economic Development Initiative (BEDI) grants.
2. U.S. Environmental Protection Agency (EPA) Brownfields Program, including Targeted Assessments, Supplemental Pilot Program, and Brownfields Revolving Loan Fund,
3. U.S. Small Business Administration 7(a), 504, and Microenterprise programs
4. New Markets Tax Credits

State of New York resources

1. Empire State Development (ESD)
2. New York Science Technology and Research (NYSTAR)
3. New York State Division of Housing and Community Renewal (DHCR)

Others

1. The Opportunity Zone Program
- D. At the SIDA's election, provide four (4) scholarships to be used by City staff for attendance in NDC's "Economic Development Finance Professional Certification" training program or provide "in-house" staff training to SIDA and City staff.
- E. NDC will review, as directed, the SIDA's and the City's established economic development and/or housing development programs, including but not limited to;
1. Section 108 Loan Guarantee Program
  2. SEDCO Loan Program
  3. CDBG and the HOME Investment Partnership Program

Such review will address the following items

1. Program goals
  2. Eligibility criteria
-

3. Underwriting criteria
  4. Program documents
  5. Internal administration of application and approval processes
- F. NDC will evaluate the existing Section 108 program and the current loans in the City's portfolio. NDC will prepare a "Policies and Procedures" manual to guide the operations of the Section 108 program in the City. Such manual will provide SIDA and designated City staff with an overview of the program, Section 108 federal regulations, underwriting criteria, program administration, closing procedures, and portfolio management.
- G. Establish the City's participation in "NDC New Markets," a designated Community Development Entity (CDE), through which New Markets tax credits will flow to investors of qualified community development projects that benefit low and moderate income people in the City of Syracuse. Such participation in the CDE will enable the City to access lower cost low term capital for qualified community development projects.
- H. NDC, alone and/or via authorized sub-contractors, will provide the SIDA, upon its request, with other related community and economic development services. These services may include but need not be limited to:
1. Establish SIDA's participation in NDC's 501(c) (3) Bond and Donation Program.
  2. Establish SIDA's participation in NDC's "Corporate Equity Fund," a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits.
  3. Establish SIDA's or the City's participation in all other programs as developed and introduced by NDC during the contract term.
- I. At the request of the SIDA, and in furtherance of NDC Housing and Economic Development Corporation's (HEDC) charitable public purpose, NDC agrees to use the not-for-profit development services of its affiliate to undertake City sponsored development projects. Public Facility projects undertaken by HEDC will require the active participation of the City, and will only be undertaken if HEDC's Board of Directors determines that the development of the project is financially feasible, "lessens the burden of government", and meets HEDC's "charitable public purpose."

HEDC's activities will be undertaken as a separate program activity with fees for services rendered determined on a case-by-case basis. Development fees to the greatest extent possible will be included in the project's capital budget, and financed as part of the project.

Eligible project development fees shall include, but not be limited to, development risk fees, legal and accounting fees, asset management fees, and project management fees.

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**ABM TECHNICAL ASSISTANCE AGREEMENT  
SCOPE OF SERVICES  
EXHIBIT B**





ABM Parking Services  
1459 Hamilton Avenue  
Cleveland, OH 44114  
Office: (216) 367-7951  
Dana.Olszowy@abm.com

Dana P. Olszowy  
Branch Manager

June 6, 2018

Mr. Robert Sweet  
Field Director, East Team  
National Development Council  
FIVE South College Drive, Suite 202  
Binghamton, NY 13905

Re: Downtown Syracuse Public Parking System Review

Dear Bud:

ABM Parking Services is pleased to submit a proposal to review the Downtown Syracuse Public Parking System (the "System") and perform a comprehensive operational analysis of its parking structures, flat lots, and on-street parking. With operations in over 200 cities nationwide and 50 years of parking management experience, we are confident in our ability to review and make recommendations which maximize the use and financial performance. In consideration of the parameters outlined in our recent call, we propose the following scope of services:

- The term will be from July 1, 2018 to December 31, 2018
- ABM Parking Services (ABM PS) will receive a fixed management fee of eighteen thousand dollars (\$18,000.00) payable in four (4) equal installments. ABM PS duties, inclusive of management fee, will encompass the following:
  - Review System's revenue and expense history and identify opportunities to increase revenue and reduce expenses
  - Prepare twelve (12) month financial model incorporating ABM PS recommendations
  - Evaluate Parking Access and Revenue Control Systems (PARCS) and provide ideas to replace / upgrade to latest technologies
  - Review all current staffing schedules and offer an updated, holistic model
  - Review System's transient parking ticket history and reconciliation
  - Conduct monthly access card audit versus billings input into parker database
  - Review and evaluate service agreements with PARCS vendors
  - Conduct marketing analysis and suggestion of parking rate changes
  - Recommend appropriate signage for operational needs and revenue enhancement
  - Any associated travel costs of up to four (4) total on-site visits by ABM PS personnel
  - Up to one hundred (100) total hours for ABM PS personnel

Please note fee for any other additional consulting service that are above and beyond those listed in scope of services, and all hours in excess of one hundred (100) total hours, shall be billed at two hundred dollars (\$200.00) per hour, per individual.

We appreciate the opportunity to partner with NDC on this project and aim to cement our long-lasting business relationship. If you should have any further questions, please feel free to contact me at 216-367-7951. We look forward to the opportunity to meet on-site and further review at your convenience.

Sincerely,

Dana P. Olszowy

C: Vito Del Vescovo  
David Trivisani

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street  
Syracuse, NY 13202  
Tel (315) 473-3275

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**EXECUTIVE SUMMARY**

**Agenda Item: 6**

**Title: Syracuse Economic Development Corporation (SEDCO)**

**Requested By: Nora Spillane**

**OBJECTIVE** Approval of a Memorandum of Understanding (MOU) with SEDCO, memorializing the terms of a verbal agreement between the Agency and Corporation regarding HUD 108 loan financing.

**DESCRIPTION:**

**Direct expenditure of fund:**  Yes  No

**Type of financial assistance requested**

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

**SUMMARY:**

In February of 2018 the Agency's Finance Committee reviewed the verbal agreement between SIDA and SEDCO relative to the 2009 sale by SEDCO of the Deys Centennial Plaza Building and SEDCO's agreement to pay SIDA the proceeds of payments received from the new owner relative to HUD 108 loan financing for the building. (See attached memo). The Finance Committee directed staff to prepare a Memorandum of Understanding memorializing the terms of the agreement between the Agency and the Corporation. The MOU has been prepared by the Agency's Counsel, reviewed by the SEDCO Board of Directors, and a proposed resolution of the matter is outlined in the correspondence and draft of the MOU.

**ATTACHMENTS:**

1. Correspondence
2. Memo
3. Memorandum of Understanding.

**REVIEWED BY:**

- Executive Director
- Audit Committee
- Governance Committee
- Finance Committee

**Meeting:** June 19, 2018

**Prepared By: J. A. Delaney**



Michael Frame, Chairman  
Syracuse Industrial Development Agency  
201 East Washington Street, Suite 600  
Syracuse, NY 13202

Dear Mr. Frame,

Included with this letter is a revised proposal for the memorandum of understanding between the Syracuse Economic Development Corporation (SEDCO) and the Syracuse Industrial Development Agency (SIDA) regarding the account receivable owed by SEDCO to the Agency.

Upon further discussion and review of the language first proposed by the Agency, the SEDCO Board of Directors proposed the agreement be amended to include the specific amount owed to the Agency. The SEDCO Board proposes the obligation be equivalent to the remaining balance of SIDA's HUD-108 payments, equaling \$371,593.30. In return, SEDCO agrees to pay the Agency the remaining balance within 30 days of both organizations' approval of the revised language.

The intent of this request is to reduce any exposure that remains with the Agency to repay the HUD-108 Balance and ensure financial coverage of the amount owed. It also provides SEDCO the ability to reduce a significant payable that remains on the organization's financial records. Doing so would strengthen the financial position of SEDCO, and increase the organization's ability to continue providing low interest lending for small business development and support job creation opportunities within the city of Syracuse.

Please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Ennis".

Eric Ennis  
Executive Director

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“*MOU*”), dated June \_\_\_, 2018 is between the City of Syracuse Industrial Development Agency, a body corporate and politic and a public instrumentality of the State of New York, having its office at 201 East Washington Street, 6<sup>th</sup> Floor, Syracuse, New York 13202 (the “*Agency*”) and the Syracuse Economic Development Corporation, a New York not for profit corporation with an office located at 201 East Washington Street, 6<sup>th</sup> Floor, Syracuse, New York 13202 (“*SEDCO*”). The Agency and the SEDCO are each referred to as a “*Party*” and collectively the “*Parties*”.

### RECITALS:

**WHEREAS**, the Agency is a New York public benefit corporation is authorized and empowered by Title I of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration.

**WHEREAS**, SEDCO is a not for profit corporation, incorporated under Section 402 of the New York Not-for-Profit Corporation Law (the “*NFP Law*”) as a Type C corporation (as defined in Section 201 of the NFP Law) to, among other things, encourage and retain business and industry, expand residential, commercial, industrial and manufacturing in the City of Syracuse, New York (the “*City*”), create employment opportunities and develop programs to advance economic development in the City; and

**WHEREAS**, SEDCO (through two related entities) held fee title to certain property, commonly known as the Dey’s Brothers’ Building, located at 401 South Salina Street (the “*Building*”) which required significant renovations (the “*Renovations*”); and

**WHEREAS**, in order to undertake the Renovations, in 1996, SEDCO requested the Agency lend SEDCO approximately \$14,045,000 which funds were secured through the HUD-108 guarantee loan program (24 CFR 570 Subpart M, Loan Guarantees) offered by the US Department of Housing and Urban Development Agency (the “*HUD 108 Loan*”); and

**WHEREAS**, In consideration for the Agency agreeing to loan SEDCO the funds necessary to undertake the Renovations, SEDCO agreed to repay the HUD 108 Loan by remitting payments equal to debt service on the HUD 108 Loan to the Agency (the “*HUD 108 Loan Receivable*”); and

**WHEREAS**, in or about December 2009, SEDCO sold the Building to Dey's Plaza LLC, a private developer (“*Deys*”) for a total of approximately \$6,700,000; of which approximately \$1,200,000 was paid in cash and the remaining approximately \$5,500,000 was financed through SEDCO and secured by two subordinate mortgages from Deys or an affiliate; one in the amount

of \$2,500,000 and the second in the amount of \$3,000,000 (collectively, the “*Deys Mortgages*”); and

**WHEREAS**, the financing terms associated with the Deys Mortgages included aggregate monthly payments of principal and interest in the amount of \$23,188.22 amortized over 15 years with an aggregate balloon payment due on January 1, 2025 in the amount of \$3,711,228.12 (collectively, the “*Payments*”); and

**WHEREAS**, upon information and belief, based upon a review of meeting minutes, resolutions and recollections of those working for either the Agency and/or SEDCO at that time, an agreement was made between SEDCO and the Agency to pass the Payments received by SEDCO onto the Agency in order to pay SEDCO’s debt service on the HUD 108 Loan Receivable (the “*Deys Terms*”); and

**WHEREAS**, in June 2012 the Agency agreed to forgive a portion of the HUD 108 Loan Receivable from SEDCO in the approximate amount of \$10,425,650.00 (the “*Loan Forgiveness*”) in consideration of a one-time payment of approximately \$430,000.00 from SEDCO, leaving a loan receivable due from SEDCO to the Agency in the amount of \$5,500,000<sup>1</sup> plus any and all accrued interest and penalties through the HUD Maturity (as defined herein) (the “*SEDCO Receivable*”). This action was taken in recognition of SEDCO’s inability to support the debt service on the HUD 108 Loan Receivable coupled with the sale of the Building at a loss; and

**WHEREAS**, since 2009-2010, upon receipt from Deys, SEDCO has transferred the Payments to the Agency to pay down the SEDCO Receivable. SEDCO will continue to transfer funds until such time as the SEDCO Receivable is satisfied; and

**WHEREAS**, the Payments, which have totaled approximately \$1,659,866, coupled with the use by the Agency of its own funds, has reduced the HUD 108 Loan Receivable. The current HUD 108 Loan Receivable is approximately \$351,000.00<sup>2</sup> plus interest. The HUD 108 Loan has a final maturity of August 1, 2021(the “*HUD Maturity*”) with the following payments due as indicated below:

Year	Principal	Interest	Total
2018	154,000	10,945	164,945
2019	165,000	6,746	171,746
2020	16,000	1,931	17,931
2021	16,000	971	16,971

; and

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<sup>1</sup> Notwithstanding the Loan Forgiveness, the Agency remained liable for the full HUD 108 Loan Receivable.

<sup>2</sup> Since 2009, the Agency has paid, at a minimum, approximately \$10,425,650.00 of its own funds, exclusive of any monies received from SEDCO as Payments or otherwise, towards the debt service on the HUD 108 Loan Receivable.

**WHEREAS**, as a result of continuing conversations with Deys and staff from both the Agency and SEDCO, it has come to the Parties' attention that the agreement between SEDCO and the Agency reflecting the Deys Terms at the time of the December 2009 sale of the Building was never memorialized; and

**WHEREAS**, the parties are desirous of memorializing the history of the HUD 108 Loan, the HUD 108 Loan Receivable, the Loan Forgiveness, SEDCO's Receivable, the Deys Terms and the current status of the obligations of the Parties.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Agency and SEDCO, each hereby agree as follows:

## **ARTICLE I RECITALS AND DEFINITIONS**

**Section 1.01 Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference, as if fully and completely set out, and are subject to the actual terms of this document.

**Section 1.02 Defined Terms.** All capitalized terms shall have the meanings ascribed herein.

## **ARTICLE II GENERAL TERMS, CONDITIONS AND OBLIGATIONS**

**Section 2.01 Terms of Agreement.** The Parties agree that the following terms are accurate and correct to the best of the Parties' ability to discern based upon all of their respective records; and the Parties further agree and acknowledge that these terms reflect the agreement and obligations between the Parties as they relate to the HUD 108 Loan, the HUD 108 Loan Receivable, the Loan Forgiveness, SEDCO's Receivable, the Deys Terms and the current status of the obligations of the Parties; and same shall be binding upon the Parties, notwithstanding any later discovered materials or documents:

1. SEDCO was originally obligated to pay the Agency debt service on the HUD 108 Loan based upon a principal amount of \$14,045,000 plus interest (the HUD 108 Loan Receivable); and
2. At the request of SEDCO, the Agency forgave \$10,425,650.00 of the HUD108 Loan Receivable owed by SEDCO (the Loan Forgiveness); and
3. Since 2012, SEDCO has remitted \$1,659,866 towards the SEDCO Receivable; and
4. Notwithstanding the Loan Forgiveness, the Agency remained obligated to pay 100% of the HUD 108 Loan Receivable; and

5. The Agency agreed to accept, and SEDCO agreed to remit, the Payments received from Deys on the Deys Mortgage to be used toward the payment of the SEDCO Receivable on the HUD 108 Loan in the amounts set forth herein; and
6. The Agency has continued to utilize its own funds to timely meet the obligations under the HUD 108 Loan, including but not limited to, the Payments transferred from SEDCO; and
7. At a minimum, the Agency has dedicated approximately \$10,425,650.00 of its own funds to the repayment of the HUD 108 Loan; and
8. Notwithstanding the use by the Agency of its own funds to repay the HUD 108 Loan Receivable, or the actual HUD Maturity, in an effort to: (i) address the outstanding obligations between the parties; (ii) clarify the accounting records of each party; and (iii) allow the parties to have certainty regarding these outstanding obligations, the parties hereby agree that: (A) SEDCO shall, within thirty (30) days of the execution hereof, pay to the Agency \$351,000, plus accrued interest through the date of the HUD Maturity, representing the outstanding principal amount of the HUD 108 Loan Receivable; (B) any future payments received by SEDCO from Deys, shall be retained by SEDCO and used solely to recapitalize SEDCO's revolving loan program to provide loans to businesses within the City of Syracuse all in furtherance of SEDCO's mission; and (C) SEDCO shall account to SIDA for all payments received by Deys and shall account to SIDA for all loans made from such proceeds on an annual basis commencing at the end of 2018. In consideration for SEDCO's payment of the HUD 108 Loan Receivable, plus interest as set forth hereinabove, to the Agency, the Agency hereby forgives and releases SEDCO from any obligation to repay the Agency the remaining balance due on the SEDCO Receivable.

### **ARTICLE III REPRESENTATIONS AND COVENANTS**

**Section 3.01 Agency's Representations and Covenants.** The Agency makes the following representations to SEDCO as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established under the provisions of the Act and has the power to enter into this MOU and to carry out its obligations hereunder. By proper official action, the Agency has been duly authorized to execute, deliver, and perform this MOU.

(b) Neither the execution and delivery of this MOU, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this MOU by the Agency will conflict with or result in a breach by the Agency of any of the terms, conditions, or provisions of the Act, the By-Laws of the Agency, or any order, judgment, restriction, agreement, or instrument to which the Agency is a party or by which it is bound or will constitute a default by the Agency under any of the foregoing.

(c) This MOU constitutes, or upon execution and delivery in accordance with the terms hereof will constitute, valid and legally binding obligation of the Agency, enforceable in accordance with its terms.

**Section 3.02 SEDCO's Representations and Covenants.** SEDCO makes the following representations to the Agency as the basis for the undertakings on its part herein contained:

(a) SEDCO is duly established under the provisions of the NFP Law and has the power to enter into this MOU and to carry out its obligations hereunder. By proper official action, the Agency has been duly authorized to execute, deliver, and perform this MOU.

(b) Neither the execution and delivery of this MOU, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions of this MOU by SEDCO will conflict with or result in a breach by SEDCO of any of the terms, conditions, or provisions of the NFP Law, the By-Laws of SEDCO, or any order, judgment, restriction, agreement, or instrument to which SEDCO is a party or by which it is bound or will constitute a default by SEDCO under any of the foregoing.

(c) This MOU constitutes, or upon execution and delivery in accordance with the terms hereof will constitute, valid and legally binding obligation of SEDCO, enforceable in accordance with its terms.

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.01 Binding Effect.**

This MOU shall inure to the benefit of and shall be binding upon the Agency and SEDCO and upon their respective heirs, successors and assigns.

**Section 4.02 Execution of Counterparts.**

This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.03 Entire Agreement.**

This MOU contains the entire agreement between the Parties with respect to the HUD 108 Loan and its repayment and all prior negotiations and agreements are merged therein.

**Section 4.04 Notice.**

All communications, notices and disclosures required or permitted by this Agreement shall be in writing, shall be provided to the other Party and shall be deemed to have been given at the earlier of the date when actually delivered to the other Party or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, by hand delivery, by overnight courier service with signed receipt or by facsimile transmission (with written confirmation of receipt thereof), and addressed as follows, unless and until either Party notifies the other Party of a change of address:

**If to the Agency:**

City of Syracuse Industrial Development Agency  
201 E. Washington Street  
7th Floor  
Syracuse, New York 13202  
Attn: Chairman

**If to SEDCO:**

201 E. Washington Street  
6th Floor  
Syracuse, New York 13202  
Attn: President

**Section 4.05 No Liability**

No covenant, stipulation, obligation or agreement contained in this MOU shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of either Party in his or her individual capacity.

**Section 4.06 Governing Law and Jurisdiction**

This MOU will be governed by and interpreted exclusively under the laws of the State of New York, without regard to its choice of law rules. The Parties will comply with all applicable federal, state and local laws and regulations with respect to this MOU. In case of any dispute concerning or arising out of this MOU that cannot be resolved by the Parties in good faith, such dispute shall be finally settled and venue shall be exclusively held in any appropriate state or federal court in the County of Onondaga, State of New York. Each Party consents to exclusive jurisdiction and venue of such courts.

**Section 4.07     Miscellaneous**

a. No amendment or modification of this MOU shall be valid or binding upon the Parties unless in a writing executed by both of the Parties.

b. This MOU may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute the same MOU. Any signed copy of this MOU made by photocopy, facsimile or Adobe PDF format shall be considered an original.

c. All agreements drafts, memoranda, if any, and other communications respecting the agreements or activities related hereto prepared or exchanged in the course of negotiations, even if signed by one or all Parties, shall be considered only preliminary and shall not be legally binding unless subsequently incorporated into an amended MOU.

d. Each Party has obtained the necessary and requisite approvals from each governing board of each Party prior to the execution of this MOU and has provided the other Party with a copy of such approving resolution.

**IN WITNESS WHEREOF**, each Party has caused this MOU to be signed on the date first written above by its duly authorized representative as follows:

**CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Michael Frame, Chairman

**SYRACUSE ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Richard Driscoll, Vice President

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**City of Syracuse**  
**Industrial Development Agency**  
201 East Washington Street  
Syracuse, NY 13202  
Tel (315) 473-3275

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**EXECUTIVE SUMMARY**

**Agenda Item: 6**

**Title: Request for Proposals for Agency Counsel**

**Requested By: Nora Spillane**

**OBJECTIVE** Selection of the Agency's general, transaction, and bond counsel for the period of July 1, 2018 through June 20, 2021.

**DESCRIPTION:**

**Direct expenditure of fund:**  Yes  No

**Type of financial assistance requested**

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

**SUMMARY:**

The Agency issued a Request for Proposals (RFP) for qualified law firms and/or attorneys to serve as general/transaction counsel and/or bond counsel beginning July 1, 2018.

RFP responses were due by 3pm Tuesday, June 12, 2018 to the Agency's offices.

Two firms submitted proposals for to be considered for legal counsel to the Agency and a third firm submitted for specific ongoing matters.

**ATTACHMENTS:**

1. RFQ
2. Proposals
3. Evaluation Matrix

**REVIEWED BY:**

- Executive Director
- Audit Committee
- Governance Committee
- Finance Committee

**Meeting:** June 19, 2018

**Prepared By: J. A. Delaney**