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

To: Board of Directors
City of Syracuse Industrial Development Agency

From: Judith DeLaney

Date: August 17, 2018

Re: Board of Directors Meeting Agenda – August 21, 2018

The City of Syracuse Industrial Development Agency will hold a Board of Directors Meeting on **Tuesday, August 21, 2018 at 8:30 a.m.** in the Common Council Chambers, 304 City Hall, 233 East Washington St., Syracuse, N.Y. 13202.

I. Call Meeting to Order –

II. Roll Call –

III. Proof of Notice – 1

IV. Minutes – 2

Approval of minutes from the July 17th Board of Directors meeting.

V. Reporting Requirements – Nora Spillane – 3

Review of current reporting requirements.

Attachment:

1. Memo.

VI. Public Hearings –

101 North Salina St. LLC – 4

Attachment:

1. Public Hearing Notice.

Gerharz Equipment Inc. – 5

Attachment:

1. Public Hearing Notice.

VII. New Business –

101 North Salina St. LLC – Sue Katzoff – 6

Approval of a resolution authorizing the Agency to act as “Lead Agency” for purposes of SEQR.

Attachment:
1. *Resolution.*

Gerharz Equipment Inc.– Sue Katzoff – 7

Approval of resolutions authorizing the Agency to undertake the Project.

Attachments:
1. *Cost Benefit Analysis.*
2. *SEQRA Resolution.*
3. *Inducement Resolution.*
4. *PILOT Resolution.*
5. *Final Resolution.*

RPS Hotel Holdings, LLC – Nora Spillane – 8

Approval of a resolution authorizing a Public Hearing on the Project.

Attachments:
1. *Application for Financial Assistance – Amended.*
2. *Public Hearing Resolution.*

321 South Salina Street LLC – Nora Spillane – 9

Approval of a resolution authorizing a Public Hearing on the Project.

Attachments:
1. *Application – Supplemental.*
2. *Resolution.*

VIII. Committee Report – 10

Finance Committee Report – Kathy Murphy

VI. New Business (Continued) –

Former Syracuse Rigging Site - 341 Peat Street (City Crossroads) – Nora Spillane – 11

Approval of a resolution authorizing a lease between the Agency and the City of Syracuse on Agency owned property at 341 Peat Street and further authorizing the submission of a grant application to the NYS Environmental Restoration Program (ERP) for funding in an amount not to exceed \$1,700,000.00 (10% Agency Match).

Attachments:
1. *Memo.*
2. *Proposed Lease.*
3. *Resolution.*

327 Montgomery Street – Nora Spillane – 12

Approval of a resolution authorizing an amendment to an existing lease between the Agency and the Media Unit for Agency property at 327 Montgomery St. and further approval to hire a consultant to provide an assessment of the building in an amount not to exceed \$10,000.00

Attachments:

1. *Memo.*
2. *Presentation.*
3. *Proposed lease. (Amended)*
4. *Resolution.*

VII. Executive Session

VIII. Adjournment –

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

PLEASE POST

PLEASE POST

PUBLIC MEETING NOTICE

THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

HAS SCHEDULED

A

BOARD OF DIRECTORS MEETING

TUESDAY AUGUST 21, 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, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275

Board of Directors Meeting
Tuesday Minutes
July 17, 2018

Board Members Present: Kenneth Kinsey, Rickey T. Brown, Steven Thompson, Michael Frame

Board Members Excused: Kathleen Murphy

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

Others Present: **Charlie Wallace**, Lauryn LaBorde, Aggie Lane, Jim Mason, D. Mitch Latimor, Bob Wilmot, Athena.

Media: Rick Moriarty

I. Call Meeting to Order

Mr. Frame called the meeting to order at 8:31 a.m.

II. Roll Call

Mr. Frame acknowledged all Board members were present except for Kathleen Murphy who was excused.

III. Proof of Notice

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

IV. Minutes

Mr. Frame asked for a motion approving the minutes from the June 19, 2018 Board of Directors Meeting.

Mr. Thompson made the motion. Mr. Kinsey seconded the motion for the June 19, 2018 Board of Directors Meeting. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED THE MINUTES FROM THE JUNE 19, 2018 BOARD OF DIRECTORS MEETING.**

V. New Business

101 North Salina St. LLC

Ms. Spillane advised the Agency was in receipt of an application for assistance from the owners of the former Post Standard building located in Clinton Square and requested the Board authorize a Public Hearing on the Project. She gave a brief review noting it entailed an extensive renovation of the two floor building along with the addition of three stories and a new façade. She said at completion the building would contain 205,000 sq.

ft. of commercial space and 50,000 sq. ft. of residential space. She noted the cost of the Project was estimated to be \$31,863,500 and said the company was requesting benefits from the Agency in the form of mortgage and sales tax exemptions along with a PILOT agreement. She further noted the Company advised Advance Media would remain a tenant and that it would be relocating 144 employees from its associated firm VIP Structures with anticipated hiring of an additional 44 employees.

Charles Wallace an owner of the Company was also present and in response to a question from Mr. Thompson said that VIP Structures would be relocating from the Webster's Landing building.

Ms. Katzoff asked about timing. Mr. Wallace responded they would like to commence construction in the fourth quarter of this year with completion in 2020.

There being no further discussion Mr. Frame asked for a motion to approve a resolution authorizing a Public Hearing. Mr. Brown made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED RESOLUTION DETERMINING THAT THE ACQUISITION, RECONSTRUCTION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING.**

Gerharz Equipment Inc.

Ms. Spillane said the Company has submitted an application for financial assistance to the Agency for a Project to be located at 222 Teall Avenue and requested the Board members approve a resolution authorizing a public hearing. She said the owner proposed acquiring and renovating an 85000 sq. ft. building at that location to accommodate the merged operation of the existing Gerharz Equipment business along with the recently acquired Central Restaurant Supply business. She said the Company estimates the cost of the Project to be \$4,965,000 and is asking for benefits from the Agency to include sales and mortgage tax exemptions along with a 10 year PILOT agreement. She noted an estimated 40 employees of the merged companies would relocate to the new location, along with a forecasted increase of 8 new employees.

After a brief discussion Mr. Frame asked for a motion to approve the resolution. Mr. Brown made the motion. Mr. Thompson seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION DETERMINING THAT THE ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AND AUTHORIZING A PUBLIC HEARING.**

Former Syracuse Rigging Site (City Crossroads)

Ms. Spillane advised that C&S Engineers was preparing a "Periodic Review Report" for the NYSDEC as required by the terms of "Interim Site Management Plan" for the brownfield site and advised staff would have a further report for the Board relative to this at the next Board meeting.

V. Adjournment

There being no further business to discuss Mr. Frame asked for a motion to adjourn the meeting. Mr. Thompson made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN THE MEETING AT 8:40 a.m.**

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

EXECUTIVE SUMMARY

Agenda Item: 3

Title: Reporting Requirements

Requested By: Nora Spillane

OBJECTIVE: Approval of a resolution authorizing a Public Hearing on 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: Attached for Board member review is a memo prepared by Counsel outlining the current reporting requirements the Agency requires of its Project applicants.

ATTACHMENTS:

1. Memo

REVIEWED BY:

Executive Director

Audit Committee

Governance Committee

Finance Committee

Meeting: August 21, 2018

Prepared By: J. A. Delaney

M E M O R A N D U M

To: Honora Spillane
Judy Delaney

From: Sue Katzoff

Date: August 1, 2018

Re: Reporting/Monitoring/Enforcement

Question Presented:

What are the current requirements imposed by the City of Syracuse Industrial Development Agency ("*SIDA*") on project applicants (the "*Developer*") with respect to annual job creation/retention and benefits reporting and what remedies does SIDA have in the event the Developer fails to comply with its obligations.

Brief Answer:

The NYS General Municipal Law imposes certain requirements upon industrial development agencies to track the performance of projects receiving financial assistance. As such, SIDA enters into various agreements (the "*Transactional Documents*") with the Developer as part of the conference of financial assistance which require the Developer to report on an annual basis relative to job creation/retention and benefits received. In addition, the Transactional Documents contain remedies available to SIDA in the event of non-compliance.

Analysis:

While there are several Transactional Documents, three in particular control the Agency's interest in a project and the imposition of obligations on the Developer to report on job creation/retention as well as use/receipt of financial assistance; namely, the company lease (the "*Company Lease*"), the agency lease (the "*Agency Lease*") and the project agreement (the "*Project Agreement*"), each between the Developer and SIDA.

The Company Lease is a lease from the Developer entity to the Agency whereby the Agency is granted a leasehold interest in the project facility. Without an interest in the project,

the Agency is prohibited from granting any financial assistance. The Company Lease provides the necessary interest that allows the conference of benefits to the project.

The Project Agreement spells out, in detail, the manner and number of jobs that are to be created and/or maintained as a result of the development of the project (the "**Job Requirement**"), the capital investment that is to be made with respect to the project (the "**Investment Commitment**") and the amount of approved State and local sales and use tax exemption awarded to the project (the "**Sales Tax Award**"). Pursuant to the terms of the Project Agreement, the Developer makes representations about each of these figures and agrees to attain or maintain the commitments, as the case may be, and not to exceed the amount of benefits awarded or violate the conditions of same.

The Agency Lease, which effectively subleases the Agency's interest acquired under the Company Lease back to the Developer, with the exception of certain retained rights, sets forth all of the obligations of the Developer; including but not limited to, the Developer's obligation to report to SIDA, no less than annually, information relative to the Job Requirement, Investment Commitment and use of the Sales Tax Award. The Agency Lease also provides SIDA with the ability to declare an event of default if the Developer fails to provide the required reporting or fails to comply with the terms of the Company Lease, the Agency Lease or the Project Agreement. Each of the foregoing agreements are cross-defaulted against one another such that a default under one triggers a default under all.

If an event of default is declared, SIDA has the right to exercise some or all of its remedies against the Developer; including but not limited to, the recapture of some or all of the financial assistance awarded to the project in accordance with SIDA's adopted recapture policy; the termination of the Company Lease, the Agency Lease or any Transactional Document including any payment in lieu of taxes agreement. A termination of the Company Lease ends the Agency's interest in the project facility and, as noted above, without an interest in the project, the Agency has no ability to provide ongoing benefits (including exemptions under a PILOT Agreement). Put another way, if the Company Lease is terminated, by operation of law, so is the PILOT Agreement and any other unexpended benefit.

On an annual basis, SIDA, in conjunction with its auditor, monitors project performance to determine compliance with the requirements set forth above. Annual monitoring is conducted

by SIDA for a minimum of five (5) years for projects that only receive State and local sales and use tax exemptions but continue for the life of the PILOT agreement for projects benefiting from real property exemptions. If a performance issue is identified same is brought to the attention of the board for further consideration/action.

In addition to annual monitoring, SIDA reviews and authorizes the appointment of subagents for projects on an ongoing basis ("**Subagents**"). Subagents include all contractors and sub-contractors working on a project who seek to use the exemption from State and local sales and use taxes. SIDA requires each appointed Subagent to execute a sub-agent agreement (agreeing to comply with reporting requirements) and monitors the amount, dates of appointment and address of each Subagent to verify compliance with the SIDA's Local Labor Policy. Waivers approved by the Executive Director are required for any Subagents not in compliance with the Local Labor Policy.

Conclusion:

SIDA's policies, procedures and Transactional Documents track requirements imposed upon SIDA by the NYS General Municipal Law and require Developers to report information on an annual basis relative to job creation/retention and benefits received. Developers are also required to provide information relative to Subagents employed for the project to ensure compliance with SIDA's Local Labor Policy. SIDA monitors all active projects to ensure ongoing compliance for a minimum of five (5) years. Moreover, SIDA's remedies include the ability to both recapture and/or terminate financial assistance provided to a project in the event of a default.

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 21st day of August, 2018, at 8:40 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

101 North Salina St, LLC, or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 4.1 acres of improved real property located at 101-239 North Salina Street (the "Improved Parcel") and a non-contiguous approximately .55 acre parcel of unimproved real property located at 214 North Salina Street (the "Unimproved Parcel" and together with the Improved Parcel, collectively, the "Land"), all located in the City of Syracuse, New York; (ii) the renovation and reconstruction of an existing two story, approximately 178,303 square foot building and associated approximately 113 space surface parking lot (collectively, the "Existing Building"), including but not limited to: updating the external façade; building upgrades to mechanical and electrical systems; extensive renovations of the interior of the Existing Building to be used as office and manufacturing space and renovation of the parking lot; (iii) the construction of a new three story, approximately 80,000 square foot addition to the Existing Building (the "New Building") to include approximately 27,000 square feet of commercial space and approximately 50,000 square feet to house approximately 50 apartment units which will be a combination of luxury, market rate and affordable rental units, plus associated common areas, all located on the Improved Parcel; (iv) the renovation of the approximately 106 space surface parking lot located on the Unimproved Parcel (collectively with the Existing Building and the New Building, the "Facility"); (v) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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.

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, 6th Floor, Syracuse, New York.

Dated: July 26, 2018

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

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 21st day of August, 2018, at 8:40 a.m., local time, at 233 East Washington Street, Common Council Chambers, City Hall, Syracuse, New York, in connection with the following matter:

Gerharz Equipment, Inc., or an entity to be formed (the "Company"), requested the Agency undertake a project (the "Project") consisting of: (A)(i) the acquisition of an interest in approximately 4.5 acres of improved real property located at 220-22 Teall Avenue, in the City of Syracuse, New York (the "Land"); (ii) the renovation of an existing approximately 85,000 square foot building for use in the wholesale and retail sale of foodservice equipment, supplies and design solutions primarily to restaurants and food service operators, including but not limited to the installation of a new roof, lights, windows, HVAC, painting, landscaping and resurfacing of parking lot, all located on the Land (the "Facility"); (iii) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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.

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, 6th Floor, Syracuse, New York.

Dated: July 26, 2018

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

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

EXECUTIVE SUMMARY

Agenda Item: 6

Title: 101 North Salina Street LLC

Requested By: Sue Katzoff

OBJECTIVE: Approval of a resolution authorizing the Agency to act as "Lead Agency" for purposes of SEQRA.

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: As presented at the July 2018 Board meeting, the Agency has received an application for financial assistance from the Company for a Project to be undertaken at the former Post Standard building in Clinton Square. The owners propose an extensive renovation of the building, the construction of three new stories over the portion of the building facing Clinton Square, and a new façade to "visually unify all five stories". At completion the project will include 205,000 sq. ft. of commercial space on floors 1 thru 3 and 50,000 sq. ft. of residential living units (50 units) on the upper two floors. Advance Media will continue to occupy tenant space where the print version of the Post Standard is produced. VIP Structures, LLC, will relocate 145 employees to the new building with anticipated creation of 34 FTEs' over the next five years. Cost of the Project is estimated to be \$31, 863,550.00. Benefits requested are a sales tax exemption valued at \$680,000, a mortgage tax exemption valued at \$187,500 and a PILOT. A Public Hearing on the Project will be held immediately preceding the Board meeting of August 21, 2018. The Project has been classified as a "Type One" action under SEQRA, at this juncture the Board is requested to approve a SEQRA resolution only naming the Agency Lead Agency for purposes of a coordinated review.

ATTACHMENTS:

1. SEQRA Resolution.

REVIEWED BY:

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

Meeting: August 21, 2018

Prepared By: J. A. Delaney

SEQRA LEAD AGENCY RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 2018, at 8:30 o'clock a.m. 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 CLASSIFYING A CERTAIN PROJECT AS
A TYPE I ACTION AND DECLARING THE INTENT OF
THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT
AGENCY TO BE LEAD AGENCY FOR PURPOSES OF A
COORDINATED REVIEW PURSUANT TO THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT**

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, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, construction, renovation, reconstruction and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated July 5, 2018 (the "**Application**"), 101 North Salina St, LLC, or an entity to be formed (the "**Company**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.1 acres of improved real property located at 101-239 North Salina Street (the "**Improved Parcel**") and a non-contiguous approximately .55 acre parcel of unimproved real property located at 214 North

Salina Street (the "**Unimproved Parcel**") and together with the Improved Parcel, collectively, the "**Land**"), all located in the City of Syracuse, New York; (ii) the renovation and reconstruction of an existing two story, approximately 178,303 square foot building and associated approximately 113 space surface parking lot (collectively, the "**Existing Building**"), including but not limited to: updating the external façade; building upgrades including mechanical and electrical systems; extensive renovations of the interior of the Existing Building to be used as office and manufacturing space and renovation of the parking lot; (iii) the construction of a new three story, approximately 80,000 square foot addition to the Existing Building (the "**New Building**") to include approximately 27,000 square feet of commercial space and approximately 50,000 square feet to house approximately 50 apartment units which will be a combination of luxury, market rate and affordable rental units, plus associated common areas, all located on the Improved Parcel; (iv) the renovation of the approximately 106 space surface parking lot located on the Unimproved Parcel (collectively with the Existing Building and the New Building, the "**Facility**"); (v) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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, 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, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the "**EAF**") with respect to the Project, a copy of which is attached here as **Exhibit A**, with a copy of the EAF on file at the office of the Agency; and

WHEREAS, the Agency has examined the EAF in order to classify the Project; and

WHEREAS, the Agency has not approved the Project or the grant of Financial Assistance to the Project; and

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

(1) Based upon an internal review of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.4(b) and 617.6, and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) The Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) The Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA); and

(C) As a consequence of the foregoing, the Agency hereby declares its intent to act as “Lead Agency” (as said term is defined in SEQRA) with respect to a coordinated agency review of the Project pursuant to SEQRA; and

(D) The Agency’s counsel shall arrange for distribution of its notice of intent to be “Lead Agency” and is hereby authorized to take such actions as are necessary and appropriate to assist the Agency in fulfilling the requirements under SEQRA for the Project and to work with the Company in connection therewith.

(2) 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.

(3) This Resolution shall take effect immediately. 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.

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 August 21, 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 August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT A

ENVIRONMENTAL ASSESSMENT FORM

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: The Post Standard Building		
Project Location (describe, and attach a general location map): 101-239 and 214North Salina Street, Syracuse, NY 13202 Tax ID# 104.-08-01.0, 104.-05-07.0		
Brief Description of Proposed Action (include purpose or need): Renovation of an existing, two-story, 178,303 GSF building (plus basement), including: Removal of the existing facade on the south, east and west side of the southern half of the building, facing Clinton Square, and replacing it with a more up-to-date, energy efficient exterior skin. - Completion of general shell building upgrades, including state-of-the-art mechanical and electrical systems. - Improving approximately 24,000 SF of space on the first floor of the building for the new corporate offices of VIP Structures. - Identify additional office space tenants and improve the approximately 52,000 SF of space on the second floor of the building. - Add an additional three floors on the southern portion of the building. The third floor will contain approximately 27,000 SF of commercial office space. The fourth and fifth floors will each contain approximately 25 residential apartment units. Upgrades to the parking lot adjacent to the building, as required.		
Name of Applicant/Sponsor: 101 North Salina St, LLC		Telephone: (315) 471-5338
		E-Mail: chuck.wallace@vipstructures.com
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): Chuck Wallace, Vice President, VIP Development Assoc., Inc.		Telephone: (315) 744-0714
		E-Mail: chuck.wallace@vipstructures.com
Address: One Webster's Landing		
City/PO: Syracuse	State: New York	Zip Code: 13202
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	City of Syracuse Planning Department (site plan approval). Syracuse right of way permit.	August, 2018 (projected)
c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Syracuse Industrial Development Agency (financial assistance).	July 17, 2018
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Empire State Devel. (grant), NYS Dept. of Parks, Recreation, and Historic Preservation (8/18/18)	Awarded December 13, 2017
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 Commercial District, Class A

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Syracuse City School District

b. What police or other public protection forces serve the project site?
Syracuse Police Department

c. Which fire protection and emergency medical services serve the project site?
Syracuse Fire Department

d. What parks serve the project site?
Onondaga County Parks, City of Syracuse Department of Parks, Recreation, and Youth Programs.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed Use - residential apartments, commercial office space

b. a. Total acreage of the site of the proposed action? _____ 4.69 acres
 b. Total acreage to be physically disturbed? _____ < 1.0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 4.69 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 30 Units: 50 units, 27,000 SF comm

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 12-18 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	50			
At completion of all phases	50			

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures 1 partial floor
 ii. Dimensions (in feet) of largest proposed structure: 17' height; 210' width; and 132' length
 iii. Approximate extent of building space to be heated or cooled: 255,303 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ 10,000 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: City of Syracuse
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ 7,500 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: Metropolitan Syracuse Wastewater Treatment Plant
- Name of district: Syracuse
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will line extension within an existing district be necessary to serve the project?
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:		ii. During Operations:	
• Monday - Friday:	7:00 a.m. - 4:00 p.m.	• Monday - Friday:	24 hours
• Saturday:	n/a	• Saturday:	24 hours
• Sunday:	n/a	• Sunday:	24 hours
• Holidays:	n/a	• Holidays:	24 hours

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration: _____

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Light poles, outdoor lighting fixtures attached to building. _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:
 Residential apartments, commercial office space, and retail space _____

b. Land uses and covertsypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	4.69	4.69	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): 734060, C734089, V00588
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
734060 - NM - Syracuse Erie Blvd. MGP-State Superfund Program = Class A. C734089 - 432 North Franklin Street - Brownfield Cleanup Program = Class C. V00588 - 432 North Franklin Street - Voluntary Cleanup Program = Class N.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Urban Land	_____	100 %
_____	_____	_____ %
_____	_____	_____ %

d. What is the average depth to the water table on the project site? Average: _____ > 6 feet

e. Drainage status of project site soils:

<input checked="" type="checkbox"/> Well Drained:	_____	100 % of site
<input type="checkbox"/> Moderately Well Drained:	_____	_____ % of site
<input type="checkbox"/> Poorly Drained	_____	_____ % of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:	_____	100 % of site
<input type="checkbox"/> 10-15%:	_____	_____ % of site
<input type="checkbox"/> 15% or greater:	_____	_____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>Birds _____</p> <p>Insects _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District ii. Name: <u>See attached list.</u> iii. Brief description of attributes on which listing is based: <u>Style of architecture</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: <u>Onondaga Lake</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Onondaga County Parks</u> iii. Distance between project and resource: _____ <u>4000 feet</u> miles.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

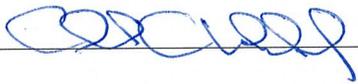
F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 101 North Salina St, LLC Date 8/6/2018
 Signature  Title MEMBER

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

EXECUTIVE SUMMARY

Agenda Item: 7

Title: Gerharz Equipment 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: As presented at the July 17, 2018 Board meeting the Agency has received an application for financial assistance from the Company for a Project to be undertaken at 222 Teall Avenue. The owner of the Company is purchasing an 85,000 sq. ft partially vacant building at that address to be renovated to accommodate the merged operation of his restaurant supply company (Gerharz), along with that of Central Restaurant Supply, recently purchased by Gerharz. At completion of the project the merged company will occupy 65,000 sq. ft. of the building with the additional space to be leased to companies serving the food industry. Employees of the consolidated company (40) will relocate to the new location. The Company forecasts an additional 8 new employees over a five year period. Cost of the Project is estimated to be \$4,965,000.00. The Company is seeking benefits from the Agency in the form of a mortgage tax exemption valued at \$37,700, a sales tax exemption valued at \$96,000 and a 10 Year PILOT agreement valued at ????. A Public Hearing will be held on the project immediately preceding the Board of Directors meeting of August 21, 2018.

ATTACHMENTS:

1. Cost Benefit Analysis
2. SEQRA Resolution.
3. Inducement Resolution.
4. PILOT Resolution.
5. Final Resolution.

REVIEWED BY:

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

Meeting: August 21, 2018

Prepared By: J. A. Delaney

Project Summary

1. Project: Gerharz Equipment Inc **2. Project Number:** 0

3. Location: Syracuse **4. School District:** SCSD

5. Tax Parcel(s): 032.1-01-27.0 **6. Type of Project:** Commercial

7. Total Project Cost:	\$ 4,965,000	8. Total Jobs	48
Land	\$ 1,650,000	8A. Job Retention	40
Site Work	\$ -		
Building	\$ 2,800,000	8B: Job Creation	8
Furniture & Fixtures	\$ 350,000	(Next 5 Years)	
Equipment	\$ -		
Equipment Subject to NYS Production Exemption	\$ -		
Engineering/Architecture Fees	\$ -		
Financial Charges	\$ 150,000		
Legal Fees	\$ 15,000		
Other	\$ -		

Cost Benefit Analysis:		Gerharz Equipment Inc
		Fiscal Impact (\$)
Abatement Cost:		\$499,618
Sales Tax	\$96,000	
Mortgage Tax	\$37,500	
Property Tax Relief (PILOT) 10yr	\$366,118	
New Investment:		\$42,688,240
PILOT Payments 10yrs	\$541,404	
Project Wages (10 yrs)	\$26,588,893	
Construction Wages	\$2,720,625	
Employee Benefits (10 years)	\$7,976,668	
Project Capital Investment	\$4,800,000	
New Sales Tax Generated	\$10,000	
Agency Fees	\$50,650	
Benefit:Cost Ratio		85.44 :1

SEQRA RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 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 CLASSIFYING 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

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, Gerharz Equipment, Inc., a New York business corporation, or an entity to be formed (the "*Company*"), by application dated June 18, 2018, as supplemented on July 12, 2018 (the "*Application*"), requested the Agency undertake a project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in approximately 4.5 acres of improved real property located at 220-22 Teall Avenue, in the City of Syracuse, New York (the "*Land*"); (ii) the renovation of

an existing approximately 85,000 square foot building for use in the wholesale and retail sale of foodservice equipment, supplies and design solutions primarily to restaurants and food service operators, including but not limited to the installation of a new roof, lights, windows, HVAC, painting, landscaping and resurfacing of parking lot, all located on the Land (the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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, 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 with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency and the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether the action described above may have a significant adverse impact upon the environment, an Environmental Assessment Form (the “**EAF**”) was prepared, a copy of which is on file at the office of the Agency; and

WHEREAS, the Agency has examined and reviewed the EAF in order to classify the action and make a determination as to the potential significance of the action pursuant to SEQRA; and

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

(1) Based upon an examination of the materials provided by the Company in furtherance of the Project, the criteria contained in 6 NYCRR §§617.6 and 617.7(c), and based further upon the Agency’s knowledge of the action and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations pursuant to SEQRA:

(a) The action constitutes an “Unlisted Action” (as said quoted term is defined in SEQRA);

(b) The Agency declares itself “Lead Agency” (as said quoted term is defined in SEQRA) with respect to an uncoordinated review pursuant to SEQRA;

(c) The action is designed to preserve the Facility and ensure its continued viability and will not have a significant effect on the environment, and the Agency hereby issues a negative declaration pursuant to SEQRA, attached hereto as **Exhibit "A"**, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

(2) 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.

(3) This Resolution shall take effect immediately. 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.

(4) The Agency hereby authorizes Agency staff to take all further actions deemed necessary and appropriate to fulfill the Agency's responsibilities under SEQRA.

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 August 21, 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 August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

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?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
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?		
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?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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.

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.

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.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

INDUCEMENT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 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, Gerharz Equipment, Inc., a New York business corporation, or an entity to be formed (the “**Company**”), by application dated June 18, 2018 (the “**Application**”), requested the Agency undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 4.5 acres of improved real property located at 220-22 Teall Avenue, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of an existing approximately 85,000 square foot building for use in the wholesale and retail sale of foodservice equipment, supplies and design solutions primarily to restaurants and food service operators, including but not limited to the installation of a new roof, lights, windows, HVAC, painting, landscaping and resurfacing of parking lot, all located on the Land (the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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, the Agency adopted a resolution on July 17, 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 August 21, 2018 pursuant to Section 859-a of the Act, notice of which was published on July 31, 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 July 26, 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 August 21, 2018 (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 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 Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act.

(D) The acquisition 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, construct, reconstruct, 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;

(E) 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;

(F) The Financial Assistance approved hereby includes an exemption from real property taxes, State and local sales and use taxes and mortgage recording taxes.

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 or Vice Chairman or 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 reconstruction, 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 **\$96,000**.

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 or Vice Chairman or 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: (i) acquire 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) and provided 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 reconstruction, 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 August 21, 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 August, 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, 6th Floor, Syracuse, New York 13202 and **GERHARZ EQUIPMENT, INC.**, with a mailing address of 6146 East Molloy Road, East Syracuse, New York 13057 (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 constructing, 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 by application dated June 18, 2018, as supplemented on July 12, 2018 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 4.5 acres of improved real property located at 220-22 Teall Avenue, in the City of Syracuse, New York (the "**Land**"); (ii) the renovation of an existing approximately 85,000 square foot building for use in the wholesale and retail sale of foodservice equipment, supplies and design solutions primarily to restaurants and food service operators, including but not limited to the installation of a new roof, lights, windows, HVAC, painting, landscaping and resurfacing of parking lot, all located on the Land (the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the approved Financial Assistance between the Agency and the Company, including but not limited to, a project agreement, a company lease agreement, an agency lease agreement, 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 reconstruction, 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 construct, reconstruct, 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 reconstruction, 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 August 21, 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 **\$96,000**.

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 reconstruction, 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 constructing, 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 reconstruction, 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 reconstruction, 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 reconstruction 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 reconstruction, 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 reconstruction, 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, reconstruction, 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, reconstruction, 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 Local Access Agreement 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 reconstruction, 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, reconstruction, 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, reconstruction, 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 reconstruction, 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 **August 21, 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 reconstruction 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 21st day of August, 2018.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Honora Spillane, Executive Director

GERHARZ EQUIPMENT, INC.

By: _____
Name:
Title:

PILOT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 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 roll being called, the following members of the Agency were:

PRESENT:

EXCUSED:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____ and seconded by _____:

RESOLUTION APPROVING AN PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT

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, 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 by application dated June 18, 2018 (the "**Application**"), Gerharz Equipment, Inc., or an entity to be formed (the "**Company**"), requested

the Agency undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 4.5 acres of improved real property located at 220-22 Teall Avenue, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of an existing approximately 85,000 square foot building for use in the wholesale and retail sale of foodservice equipment, supplies and design solutions primarily to restaurants and food service operators, including but not limited to the installation of a new roof, lights, windows, HVAC, painting, landscaping and resurfacing of parking lot, all located on the Land (the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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, to aid the Agency in determining whether the preliminary agreement of the Agency to undertake the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “**EAF**”), a copy of which is on file at the office of the Agency; and

WHEREAS, by resolution adopted August 21, 2018, the Agency determined that the Project will not have a significant effect on the environment (the “**SEQRA Resolution**”); and

WHEREAS, on August 21, 2018, the Agency further resolved to take official action toward the acquisition, renovation, equipping and completion of the Project (the “**Inducement Resolution**”); and

WHEREAS, as part of the Financial Assistance, the Company requested the Agency consider a payment in lieu of tax schedule, (the “**PILOT**”), as more fully described on **Exhibit “A”** attached hereto, which schedule conforms with the Agency’s Uniform Tax Exemption Policy (“**UTEF**”) established pursuant to General Municipal Law Section 874(4); and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT, as part of the Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Syracuse; and (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; (iii) undertaking the Project will advance job opportunities in the State and promote the general prosperity and economic welfare of the inhabitants of the City of

Syracuse in furtherance of the purposes of the Act;

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, and the reasons presented by the Company in support of its request for the PILOT schedule, the Agency hereby approves and the (Vice) Chairman and Executive Director, acting individually, are each authorized to execute and deliver a PILOT agreement (the “*PILOT Agreement*”) providing for the payment schedule attached as **Exhibit “A”** hereto, all in such form and substance as shall be substantially the same as approved by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chairman or Vice Chairman of the Agency upon the advice of counsel to the Agency.

(2) 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 herein and any and all 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 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.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above 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.

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

(5) This Resolution shall take effect immediately, but is subject to execution by the Company of a PILOT Agreement and the Agreement (as defined in the Inducement Resolution) and all other resolutions and other related documents adopted and/or approved by the Agency and/or as set forth herein.

(6) 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 August 21, 2018, with the original thereof on file in my office, and that the same (including any and 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 August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

PROPOSED PILOT SCHEDULE

FINAL APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 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, Gerharz Equipment, Inc., a New York business corporation, or an entity to be formed (the “*Company*”), by application dated June 18, 2018, as supplemented on July 12, 2018 (the “*Application*”), requested the Agency undertake a project (the “*Project*”) consisting of:

(A)(i) the acquisition of an interest in approximately 4.5 acres of improved real property located at 220-22 Teall Avenue, in the City of Syracuse, New York (the “**Land**”); (ii) the renovation of an existing approximately 85,000 square foot building for use in the wholesale and retail sale of foodservice equipment, supplies and design solutions primarily to restaurants and food service operators, including but not limited to the installation of a new roof, lights, windows, HVAC, painting, landscaping and resurfacing of parking lot, all located on the Land (the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility 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, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion 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, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on August 21, 2018 pursuant to Section 859-a of the Act, notice of which was published on July 31, 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 July 26, 2018; and

WHEREAS, pursuant to Article 8 of the State Environmental Conservation Law, as amended and the regulations promulgated thereunder (collectively “**SEQRA**”), 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 August 21, 2018 (the “**SEQRA Resolution**”) entitled:

RESOLUTION CLASSIFYING 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 August 21, 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

WHEREAS, the Agency adopted a resolution on August 21, 2018 (the “*PILOT Resolution*”) entitled:

RESOLUTION APPROVING AN PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PILOT AGREEMENT

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 PILOT 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 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 acquire, renovate, equip and complete the Project Facility;

(d) The acquisition, 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;
and

(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: (A) acquire a 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 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 August 21, 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 August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

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

EXECUTIVE SUMMARY

Agenda Item: 8

Title: RPS Holdings LLC

Requested By: Nora Spillane

OBJECTIVE: Approval of a resolution authorizing a Public Hearing on 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 updated application from the Company for a Project to be located adjacent to St. Joseph's Hospital in the 400 block of Prospect Avenue. The developers propose the demolition of five vacant houses and construction of a five story building to house a 53,673 sq. ft. 93 room extended stay hotel, 13 residential units, and a 63,442 parking garage with 126 spaces. Additionally a sky bridge will be built to connect to the hospital. Cost of the project is estimated to be \$22,517,686.00. The Company is requesting benefits from the Agency in the form of a sales tax exemption (\$838,384), a mortgage tax exemption (\$101,329) and a PILOT agreement - value to be determined. As noted the Company initially submitted an application for this Project in 2016 which has now been revised to eliminate additional commercial space and a larger amount of parking. A Public Hearing was held at the time and the Board approved a resolution naming the Agency as "Lead Agency" for purposes of SEQRA. A new Public Hearing is required due to changes in the Project.

ATTACHMENTS:

1. Application for Financial Assistance.
2. Project Description.
3. Resolution.

REVIEWED BY:

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

Meeting: August 21, 2018

Prepared By: J. A. Delaney



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. **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 Bousquet Holstein PLLC 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

City of Syracuse Syracuse Industrial Development Agency Application

I. APPLICANT DATA

A. Contact Information

Company Name:	("Applicant")				
Mailing Address:					
City:		State:		Zip:	
Phone:		Fax:			
Contact Person:					
Email Address:					
Industry Sector:					
NAICS Code:		Federal Employer Identification Number:			

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

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

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:					
Firm:					
Mailing Address:					
City:		State:		Zip:	
Phone:		Fax:			
Email Address:					

F. Applicant's Accountant:

Name:					
Firm:					
Mailing Address:					
City:		State:		Zip:	
Phone:		Fax:			
Email Address:					

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

--

II. PROJECT INFORMATION

A. Project Location

Address:	<input type="text"/>	Legal Address (if different)	<input type="text"/>
City:	<input type="text"/>		
Zip Code:	<input type="text"/>		
Tax Map Parcel ID(s):	<input type="text"/>		
Current Assessment:	<input type="text"/>	Square Footage /Acerage of Existing Site:	<input type="text"/>
Square Footage of Existing Building, if any:	<input type="text"/>	Census Tract: (Please See Appendix E for Census Tracts)	<input type="text"/>

B. Type (Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Expansion/Addition to Current Facility | <input type="checkbox"/> Brownfield/Remediated Brownfield |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Residential/Mixed Use |
| <input type="checkbox"/> Warehouse/Distribution | |
| <input type="checkbox"/> Other | <input type="text"/> |

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.

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	<input type="text"/>	Electric	<input type="text"/>
Sanitary/ Storm	<input type="text"/>	Private Roads	<input type="text"/>
Sewer Gas	<input type="text"/>	Telecommunication	<input type="text"/>

F. Zoning Classification: Please list the current zoning:

Current Zoning

G. Are variances needed to complete the Project?

Yes No

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

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?

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

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

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

Construction
Completion

Date of
Occupancy

2. Please list any other key Project milestones:

3. Has work begun? Yes No

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

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	
Site Work/Demo	
Building Construction & Renovation	
Furniture & Fixtures	
Equipment	
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	
Engineering/Architects Fees	
Financial Charges	
Legal Fees	
Other	
Management /Developer Fee	
Total Investment	

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:	
Amount of capital Applicant intends to invest in the Project through completion:	
Total amount of public sector source funds allocated to the Project:	
Identify each public sector source of funding:	
Percentage of the Project to be financed from private sector sources:	
Percentage of the Project to be financed from public sector sources:	

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 type="checkbox"/>	Real Property Tax Abatement (PILOT)	
<input type="checkbox"/>	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	
<input type="checkbox"/>	Sales and Use Tax Exemption (\$4% Local, 4% State)	
<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:

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

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:

B. Complete the following:

Estimate the number of full time equivalent (FTE) jobs to be retained as a result of this Project:	<input type="text"/>
Estimate the number of construction jobs to be created by this Project:	<input type="text"/>
Estimate the average length of construction jobs to be created (months):	<input type="text"/>
Current annual payroll at facility:	<input type="text"/>
Average annual growth rate of wages:	<input type="text"/>
Please list, if any, benefits that will be available to either full and/or part time employees:	<input type="text"/>
Average annual benefit paid by the company (\$ or % salary) per FTE job:	<input type="text"/>
Average growth rate of benefit cost:	<input type="text"/>
Amount or percent of wage employees pay for benefits:	<input type="text"/>
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:	<input type="text"/>

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) 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	<input type="text"/>
Signature of Officer or Authorized Representative	<input type="text"/>
Name & Title of Officer or Authorized Representative	<input type="text"/>
Date	<input type="text"/>

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	<input type="text"/>
Signature of Officer or Authorized Representative	<input type="text"/>
Name & Title of Officer or Authorized Representative	<input type="text"/>
Date	<input type="text"/>

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., Bousquet Holstein, PLLC
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:

Title:

Date:

Appendix B

Short Form Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or Project sponsor is responsible for the completion of Part 1

Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information. The NYS DEC provides an interactive EAF form at its website <http://www.dec.ny.gov/eafmapper/>, which may substitute for this form.

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

Part 1 - Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO
			YES
			<input type="checkbox"/>
			<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO
			YES
			<input type="checkbox"/>
			<input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		acres	
b. Total acreage to be physically disturbed?		acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban	<input type="checkbox"/> Rural (non-agriculture)	<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial
<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Aquatic	<input type="checkbox"/> Residential (suburban)
<input type="checkbox"/> Parkland	<input type="checkbox"/> Other (specify): _____		

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 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 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: _____ _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: _____ Date: _____		
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?		
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.

Name of Lead Agency	Date

Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer

Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

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.)	

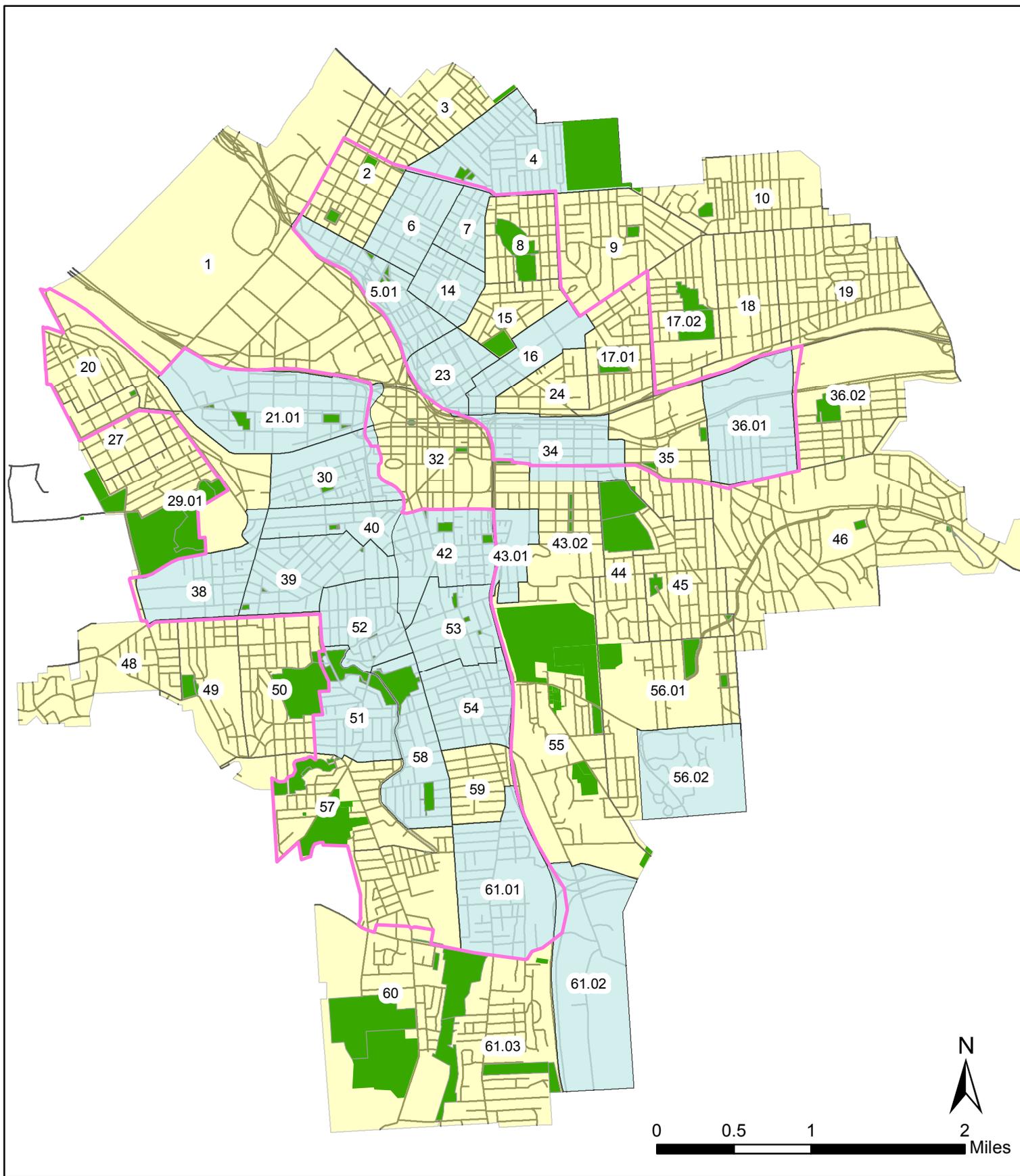
Post-Closing Items for Bond and Straight Lease Transactions:

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.



PROJECT UPDATE

St. Joseph's Health Center Campus
Mixed Use Property, including
a Nationally Branded Hotel



400 Prospect Avenue
Syracuse, NY 12301

Mixed Use Property to include

- * 93 Room Nationally Branded Hotel
- * 13 Market Rate Apartments for Medical Residents
- * 126 Space Parking Garage

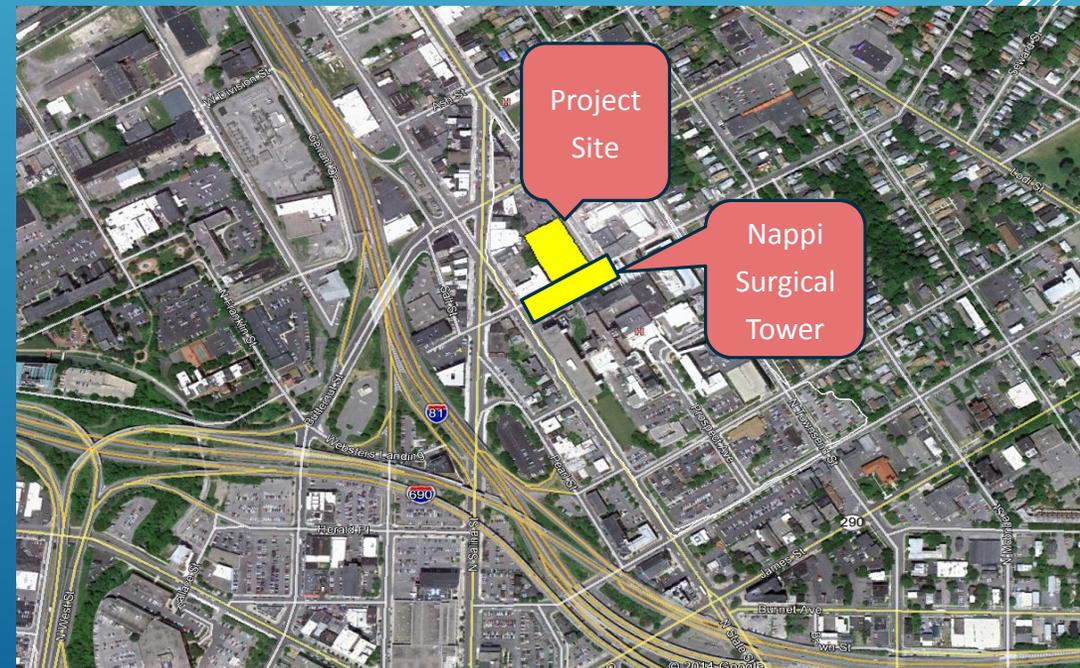


\$22,517,686 Total Project

PROPOSED PROJECT

St Joseph's is well positioned to benefit from the trend in **medical tourism**, attracting patients from all of New York and other parts of New England.

Integrated into the fabric of the Health Center Campus, and very visible from Route 81, the hotel component of the project will enable physician groups at the hospital to leverage that exceptional opportunity, as well as service the existing need from out-of-town patients and their families.



WHY?

At the same time the facility will address a number of immediate unmet needs:

- Hospital-contiguous hotel rooms for patients' families and for postoperative patients
- Modern, convenient apartments for medical personnel
- Additional on-campus parking



ADDRESSING MULTIPLE NEEDS

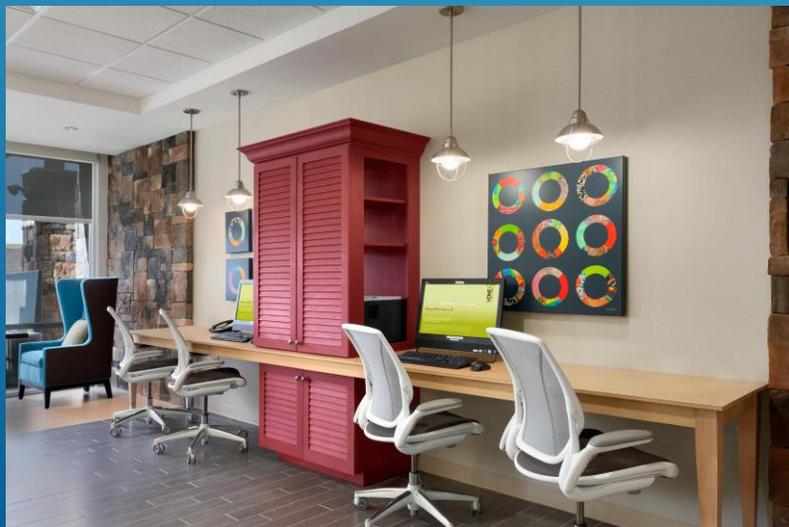
The **Hotel Component** will represent a modest, extended-stay brand hotel (TBD) that is both modern and affordable



This value wise extended-stay concept fits both the urban setting of the Project, and the hospital-specific target market.

THE HOTEL COMPONENT

Targeting **value-wise**, **extended-stay guests**, this exciting Marriott International concept delivers unexpected **style**, enhanced **flexibility**, expanded spaces, differentiated **amenities** and passionate **service**.



13 modern market-rate Apartments (24 bedrooms) will offer unparalleled convenience and amenities for **medical residents, nursing students, and hospital staff.**

Room Amenities

- Free Cable and Internet
- Queen-sized Beds with Storage Beneath
- Dresser
- Desk with Task Chair
- Sofa and Side Chair
- Coffee Table and End Table
- Mounted Flat screen TV
- Floor lamp
- Granite Breakfast Bar with Stools
- Stainless Steel Appliances

Property Amenities

- Linen and Maid Cleaning once per week
- ATM
- Available Indoor Parking
- Resident Storage Lockers
- On Site Fitness Center
- On Site Laundry
- Indoor Bicycle Storage
- 24 Hr. Security, Maintenance, Management
- Indoor Access to Hospital



THE APARTMENT COMPONENT

The Developer will take full advantage of the footprint by constructing 2 levels of parking, making 20 new indoor spaces available to St Joseph's.

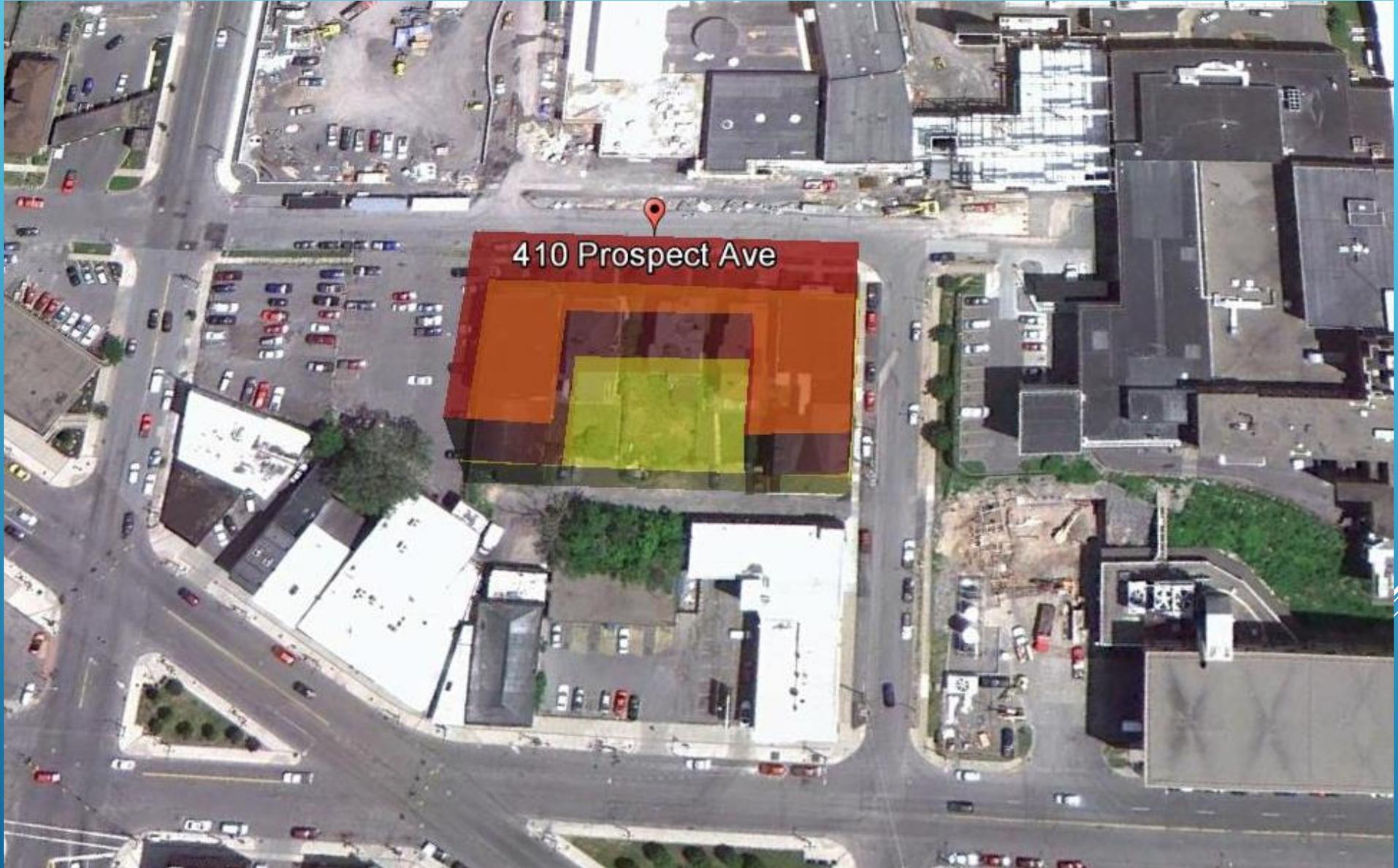


THE PARKING COMPONENT

Project Site



Project Site



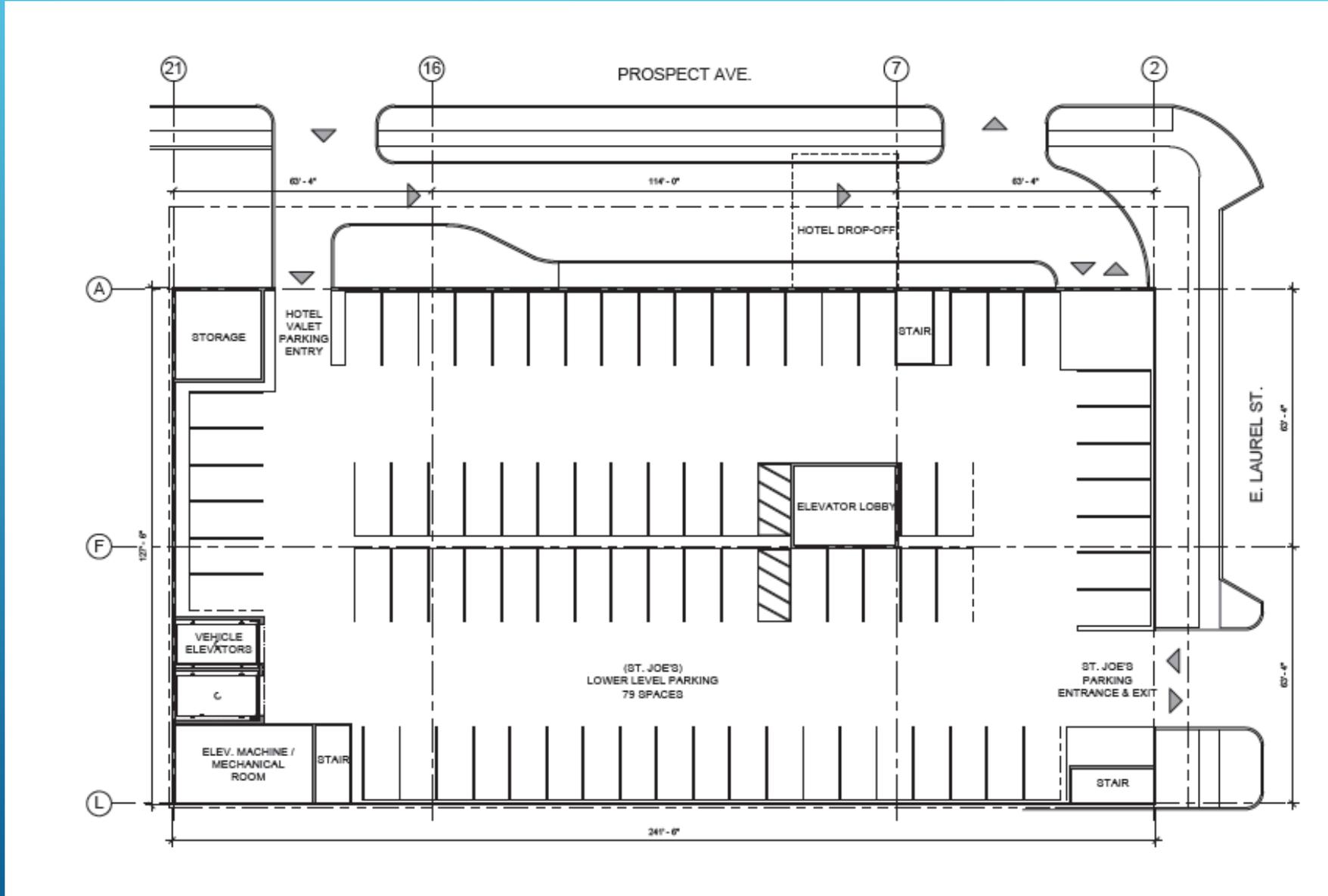
Building Massing



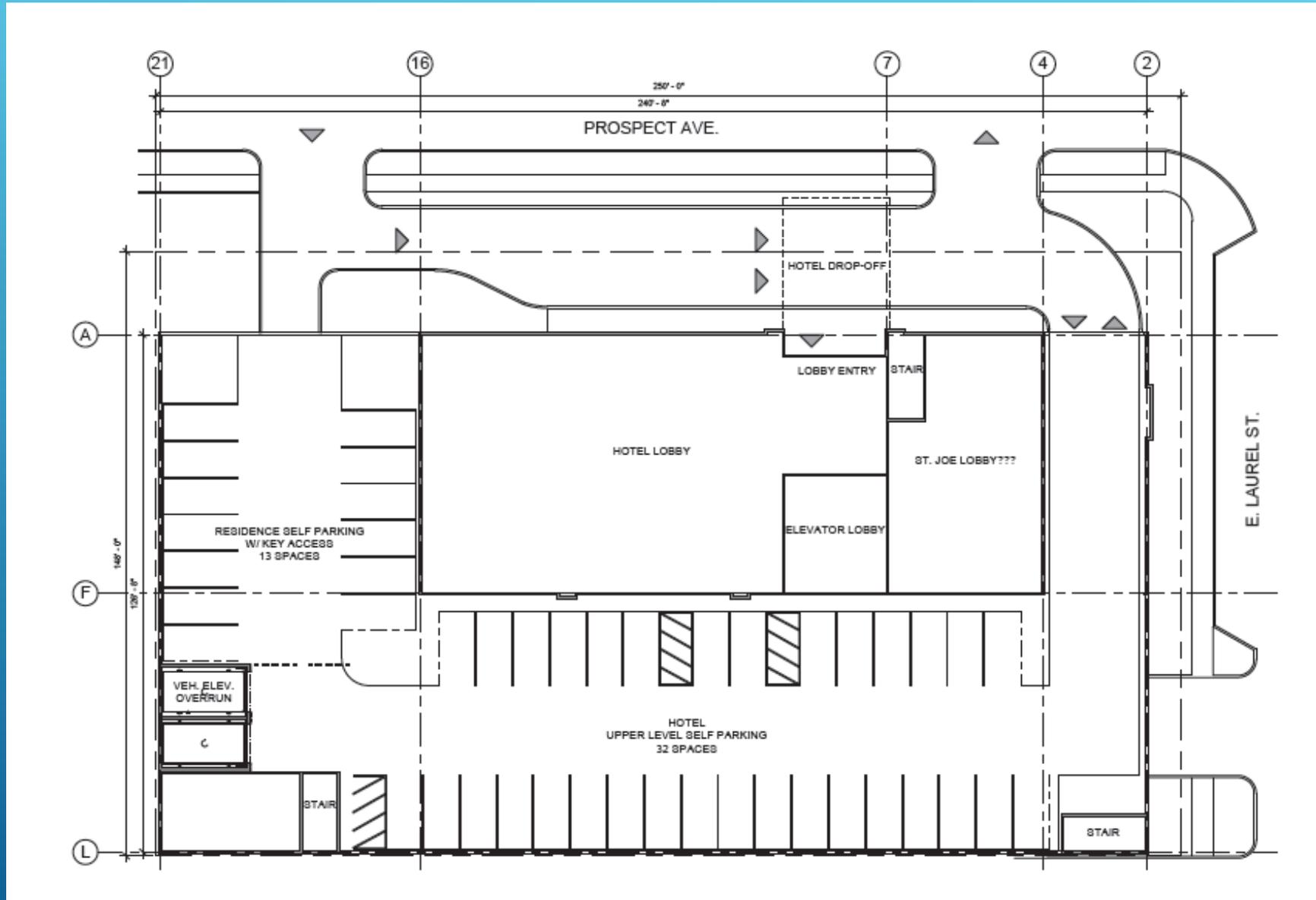
Building Massing



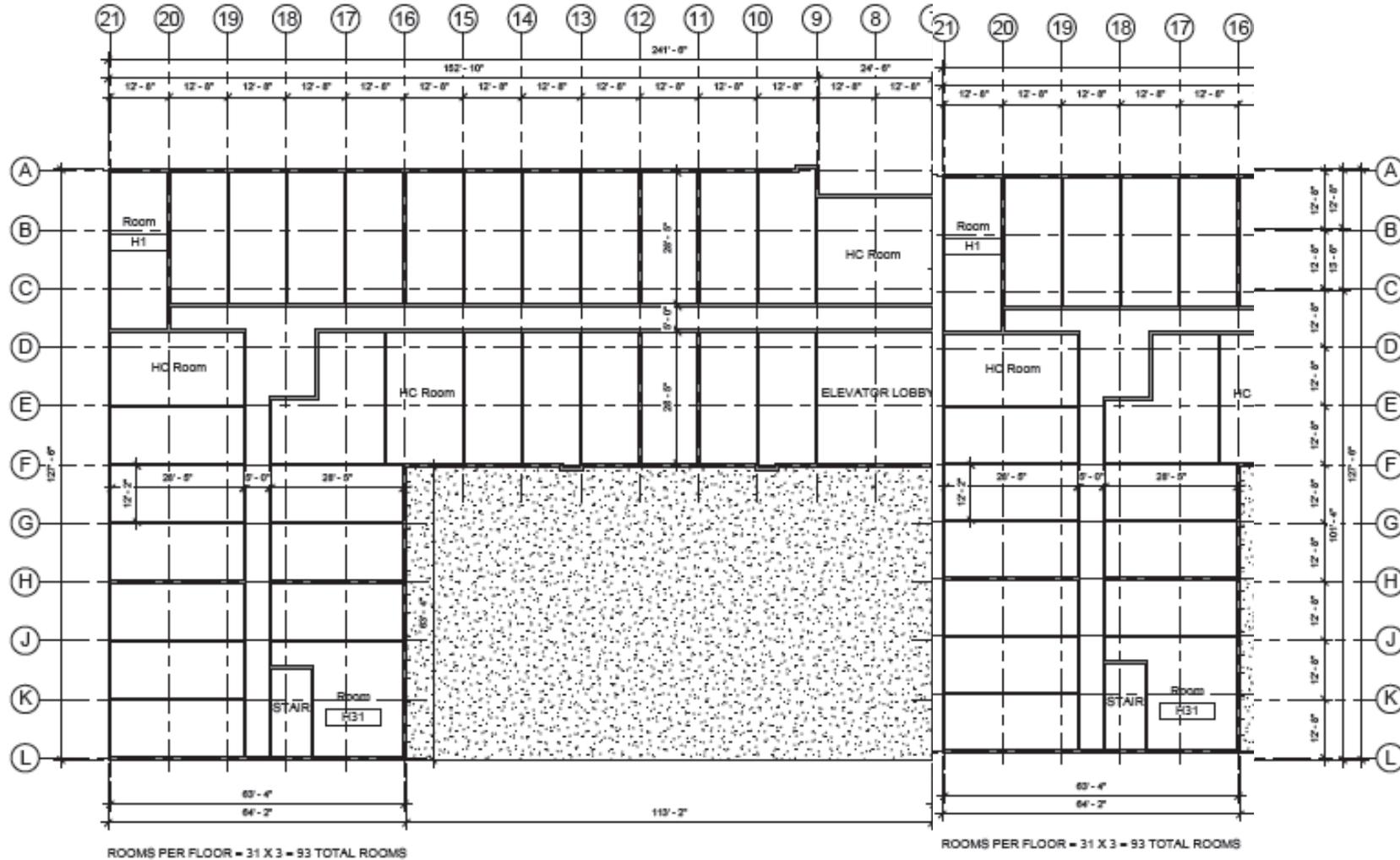
Sub Level Parking 1



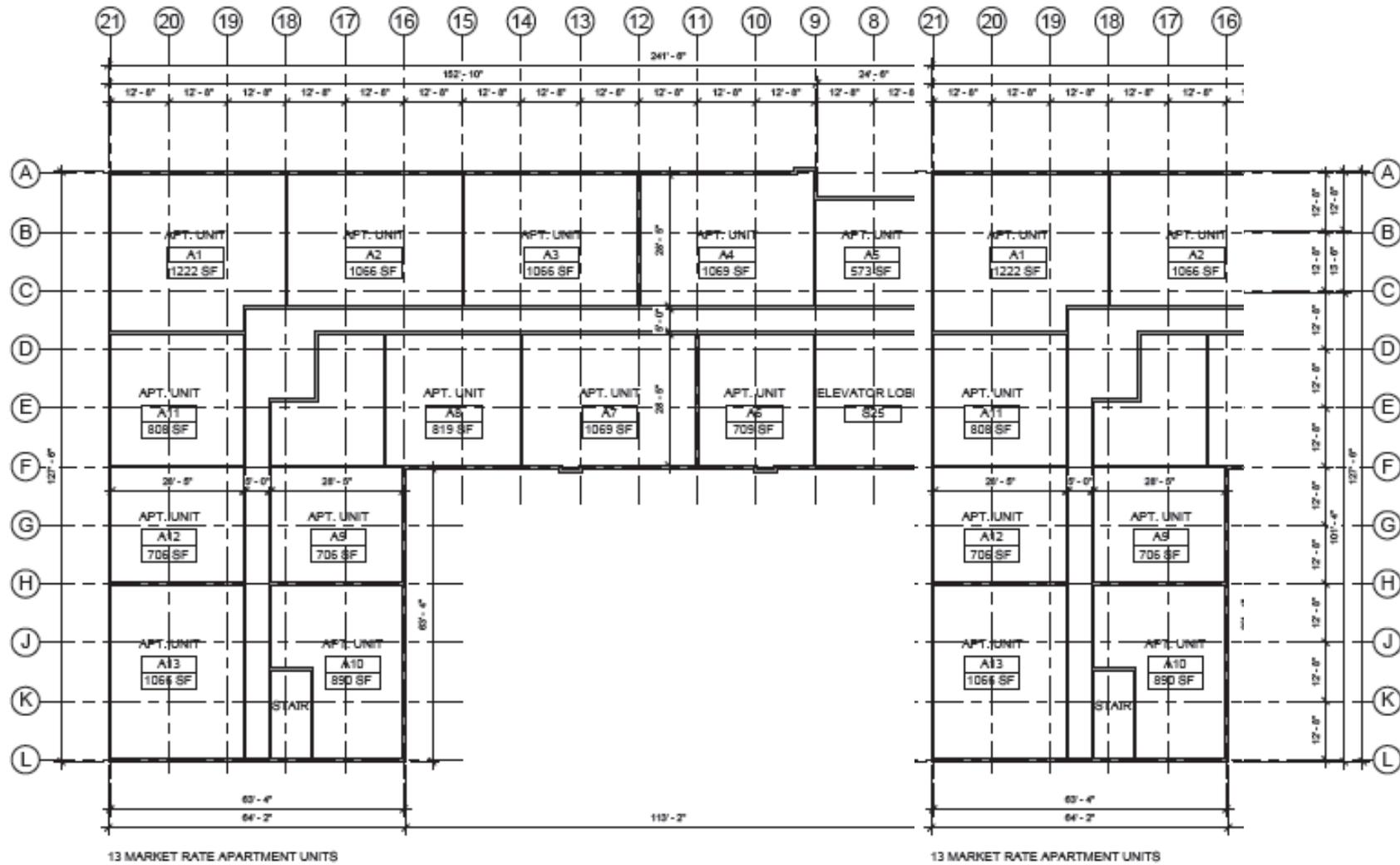
Ground Floor – Level 1



Typical Floors 3-4 (Hotel)



Level 5 (Market-Rate Apartments)



RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 2018, at 8:30 o'clock a.m. 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:

EXCUSED:

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: _____; Others Present: _____

The following resolution was offered by _____ and seconded by _____:

RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY AT THE REQUEST OF THE COMPANY CONSTITUTES A PROJECT; DESCRIBING THE FINANCIAL ASSISTANCE IN CONNECTION THEREWITH; AUTHORIZING A PUBLIC HEARING; AND RATIFYING A PRIOR RESOLUTION

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, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more “projects” (as defined in the Act); and

WHEREAS, by application dated August 15, 2018 (the “*Application*”), RPS Hotel

Holdings, LLC, or an entity to be formed, (the “**Company**”), requested the Agency undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition of a leasehold or fee interest in approximately 43,098 square feet of improved real property located at 401, 403, 405, 407, 409, 411 and 413 Prospect Avenue, in the City of Syracuse, New York (the “**Land**”); the demolition of five (5) existing vacant buildings and the construction of an approximate 133,000 sq. ft. five (5) story mixed-use building containing approximately: (i) 53,673 sq. ft. for use as an extended-stay hotel with approximately 93 rooms; (ii) 15,380 sq. ft. of market rate apartments resulting in approximately 13 units; and (iii) 63,442 sq. ft of structured parking facility with approximately 126 spaces and a sky-bridge, all located on the Land (collectively the “**Facility**”); (iii) the acquisition and installation in and at the Land and Facility 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 taxes, State and local sales and use tax and mortgage recording tax (the “**Financial Assistance**”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction and equipping of the Project Facility; and (D) the lease or sale of the Land and Facility by the Agency pursuant to a lease or sale 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 or sale of the Project Facility back to the Company pursuant to a sublease or sale agreement; 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 with respect to the environmental impact of any “action” (as said quoted term is defined in SEQRA) to be taken by the Agency and the approval of the Project constitutes such an action; and

WHEREAS, in or about 2016, the Company previously requested the Agency undertake a project substantially similar to the Project (the “**Original Project**”). The Original Project is identical to the current Project except that it called for two additional stories of construction to house additional commercial space and provided for a larger parking structure. The Original Project stalled and renovations (as set forth above) to the project resulted in the filing of the current Application; and

WHEREAS, pursuant to a resolution adopted on June 21, 2016, the Agency previously appointed itself as “Lead Agency” (as said term is defined in SEQRA) with respect to a coordinated agency review of the Original Project pursuant to SEQRA (the “**Lead Agency Resolution**”); and

WHEREAS, the Agency has not yet made a determination under SEQRA; and

WHEREAS, the Agency has not approved undertaking the Project or granting the Financial Assistance; and

WHEREAS, the Project is located in a Highly Distressed Area as that term is defined in

the Act; and

WHEREAS, the grant of Financial Assistance to the Project is subject to, among other things, the Agency finding after a public hearing pursuant to Section 859-a of the Act that the Project will serve the public purposes of the Act by promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State or increasing the overall number of permanent, private sector jobs in the State.

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, the Agency makes the following findings and determinations:

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

(B) The Financial Assistance contemplated with respect to the Project consists of assistance in the form of exemptions from real property taxes, State and local sales and use taxation, mortgage recording tax;

(C) The Project is located in a Highly Distressed Area as that term is defined in the Act; and

(D) The Agency ratifies and confirms the Lead Agency Resolution.

(2) The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Project and Financial Assistance shall be scheduled with notice thereof published, and such notice, as applicable, shall further be sent to affected tax jurisdictions within which the Project is located.

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

(4) A copy of this Resolution 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:

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
Michael Frame			
Steven Thompson			
Rickey T. Brown			
Kathleen Murphy			
Kenneth Kinsey			

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 August 21, 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 August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

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

EXECUTIVE SUMMARY

Agenda Item: 9

Title: 321 South Salina Street, LLC

Requested By: Nora Spillane

OBJECTIVE: Approval a resolution authorizing a Public Hearing on 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 Board of Directors approved resolutions in January of 2018 authorizing this Project with approved benefits of a mortgage tax exemption valued at \$19,636.79 and a sales tax exemption valued at \$189,636.16. It subsequently closed in February of this year and is now well underway. The project located at 321 and 323 South Salina St proposes to rehab the two vacant five story buildings into a mixed use property to include 16 residential units on the upper floors, first floor retail (farm to table restaurant) , and a "speakeasy" bar and tenant gym in the basement. The cost of the Project now estimated to be \$4,378,773.00. Initially the Company intended to maintain the buildings independently of each other to benefit from a 485a tax exemption already in existence for one of the properties which would have been lost if the buildings were combined. However due to code issues, to maintain the buildings separately will entail significant expense including but not limited to separate and new water and sprinkler services. As a result the Company is now requesting the Board consider additional assistance to the Project in the form of a 15 Year PILOT agreement under the Agency's UTEP Policy (Historic Rehabilitation). Prior to consideration a Public Hearing is required.

ATTACHMENTS:

1. Supplementary Application
2. Project Description.
3. PH Resolution.

REVIEWED BY:

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

Meeting: August 21, 2018

Prepared By: J. A. DeLaney

City of Syracuse Industrial Development Agency
Supplemental Application and Verification

Project Name:

The Whitney Lofts - 321-323 S. Salina St

I. 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	\$815,000
Site Work/Demo	\$118,498
Building Construction & Renovation	\$2,350,470
Furniture & Fixtures	\$212,938
Equipment	\$100,000
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	
Engineering/Architects Fees	\$112,000
Financial Charges	\$154,030
Legal Fees	\$96,325
Other	\$419,512
Management /Developer Fee	0
Total Investment	\$4,378,773

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:	\$805,000
Amount of capital Applicant intends to invest in the Project through completion:	\$805,000
Total amount of public sector source funds allocated to the Project:	\$1,485,000
Identify each public sector source of funding:	Historic Tax Credits, CFA, MainSt Grant
Percentage of the Project to be financed from private sector sources:	\$2,618,238
Percentage of the Project to be financed from public sector sources:	33.9%

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: \$2,618,238 - CPC Funding

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? \$2,370,452

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: Historic

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 based on Appraised Values
<input type="checkbox"/>	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	
<input type="checkbox"/>	Sales and Use Tax Exemption (\$4% Local, 4% State)	
<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:

\$12,000 Est.

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

\$60,000

II. 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:

B. Complete the following:

Estimate the number of full time equivalent (FTE) jobs to be retained as a result of this Project:	<input type="text" value="20"/>
Estimate the number of construction jobs to be created by this Project:	<input type="text" value="42"/>
Estimate the average length of construction jobs to be created (months):	<input type="text" value="10 months"/>
Current annual payroll at facility:	<input type="text" value="\$0"/>
Average annual growth rate of wages:	<input type="text" value="3%"/>
Please list, if any, benefits that will be available to either full and/or part time employees:	<input type="text" value="To be finalized by future tenants"/>
Average annual benefit paid by the company (\$ or % salary) per FTE job:	<input type="text" value="Est. 20%"/>
Average growth rate of benefit cost:	<input type="text" value="Est. 5%"/>
Amount or percent of wage employees pay for benefits:	<input type="text" value="Est. 6%"/>
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:	<input type="text" value="Onondaga - 20"/>

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				
			Year 1	Year 2	Year 3	Year 4	Year 5
General Mgr	0	\$50,000	1	1	1	1	1
Kitchen Mgr	0	\$40,000	1	1	1	1	1
Bar Mgr	0	\$38,000	1	1	1	1	1
Servers/Bartenders	0	\$24,960	16	16	16	16	16
Maintenance	0	\$24,960	1	1	1	1	1

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:

III. PILOT Schedule

Attached as Exhibit A, if applicable.

Verification

STATE OF New York SS.:

COUNTY OF Onondaga

deposes and says that s/he is the (Name of Individual) Ryan Benz,

Member of 321 South Salina Street, LLC
(Title) (Applicant Name)

that s/he has submitted the attached supplemental information (the "Supplement") intended to supplement the original application submitted by the Applicant on _____ (the "Original Application and together with the Supplement, collectively the "Application"); and has read the 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, including but not limited to the Supplement, 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.



(Applicant)

By: Ryan Benz, Member, 321 South Salina Street, LLC
(Name) (Title)

Subscribed and sworn to before me this 7th day of AUGUST, 2018

THOMAS L. KENNEDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02KE6368459
Qualified in Onondaga County
Commission Expires Dec. 11, 2021

Summary of PILOT Request re: 321-323 S. Salina Street, Syracuse, NY

The Whitney Lofts project is a mixed-use project on S. Salina Street that is utilizing two historic buildings to turn them into 16 apartments and approx. 6,750 sq. ft. of leased commercial space. Located at 321-323 S. Salina St., it was originally intended to keep these buildings separate as combining them would cause the development team to lose 5 years of the 485-a tax benefits on the 323 property, as merging them would default to the existing 485-a program at 321 S. Salina St, which joined the 485-a program in 2013 with the addition of one apartment.

Therefore, when the team originally came to SIDA, we came only for the mortgage exemption and for a sales tax exemption on our construction materials, with no intent of any PILOT program, as we would have completed the remaining 485-a tax benefits on 321 S. Salina St (the remaining 7 years) and participated in the full benefits on 323 S. Salina St.

Unfortunately, due to conditions added from a NY State variance, the state would not allow us to keep the buildings separated without adding extremely costly protections, including; water service and sprinkler service to be maintained separately in each building, and, that all openings be protected with three hour opening protectives. These two conditions resulted in the addition of hundreds of thousands of dollars in construction costs that were not budgeted for and create a significant hardship to the success of the project.

Therefore and in consideration of the full project, we are requesting SIDA to extend a 15-year Historic Property PILOT Agreement so that we may merge the properties into a single building, without facing unplanned tax losses over the next several years. Concerning the subdivision of the building, our application has been submitted to the City of Syracuse and is being routed through the proper channels now.

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 2018, at 8:30 o'clock a.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: ;
Others Present: .

The following resolution was offered by _____ and seconded by _____:

**RESOLUTION DESCRIBING THE ADDITIONAL
FINANCIAL ASSISTANCE REQUESTED BY THE
COMPANY IN CONJUNCTION WITH A COMMERCIAL
PROJECT AND AUTHORIZING A PUBLIC HEARING
WITH RESPECT THERETO**

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, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant "financial assistance" (as defined in the Act) in connection with the acquisition, reconstruction, renovation and equipping of one or more "projects" (as defined in the Act); and

WHEREAS, by application dated October 18, 2017 (the "**Application**"), 321 South Salina Street, LLC (the "**Company**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 6,172 square feet of real property located at 321 and 323 South Salina Street improved by two existing vacant buildings; namely, an approximately 17,138 sq. ft. five (5) story building at 321 South Salina Street (the "**321 Building**") and an approximately 19,895 sq. ft. five (5) story building at 323 South Salina Street (the "**323 Building**" and together with the 321 Building, collectively the "**Buildings**"), all in the City of Syracuse, New York (the "**Land**"); (ii) the reconstruction and renovation of the 321 Building for mixed-use to contain approximately 11,425 square feet of residential space and approximately 2,856 sq. ft of commercial space; and the reconstruction and renovation of the 323 Building for mixed-use to contain approximately 13,263 square feet of residential space and approximately 3,316 sq. ft of commercial space; such that the Buildings will contain approximately 16 apartments (in the aggregate), common areas, a gym as well as the commercial space used for, among other things, a restaurant, all located on the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility 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 State and local sales and use tax and mortgage recording tax (as limited by Section 874 of the General Municipal Law) (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, reconstruction, renovation, equipping and completion of the Project Facility; and 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, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on January 16, 2018 pursuant to Section 859-a of the Act, notice of which was originally published on January 4, 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 January 3, 2018; and

WHEREAS, a resolution was adopted November 21, 2017 (the "**SEQRA Lead Agency Resolution**") classifying the Project as a Type 1 Action and declaring the intent of the Agency to be lead agency for the purposes of a coordinated review pursuant to SEQRA; and

WHEREAS, by resolution adopted January 16, 2018 (the "**SEQRA Resolution**"), the Agency determined that the Project will not have a significant effect on the environment; and

WHEREAS, by resolutions adopted January 16, 2018 (the "**Approving Resolutions**"), the Agency undertook the Project and approved the Original Financial Assistance for the benefit of the Project; and

WHEREAS, on or about February 6, 2018, the Agency and the Company closed on the lease transaction for the Project; and

WHEREAS, on or about August 7, 2018 the Company advised of certain unanticipated changes which have significantly impacted the financial pro forma for the Project. As originally proposed, the Company intended to maintain the two historic

buildings as independent buildings which would have benefited from a 485-a exemption under State law. However, a State variance mandates the Company *either*: (i) undertake additional improvements to the separate properties (including but not limited to separate water and sprinkler service) at a cost in excess of \$200,000; or (ii) combine the adjacent buildings into one unit. The additional cost associated with the variance requirements was not included in the Company's budget for the Project. A combination of the buildings will result in the loss of all or part of the 485-a State exemption. As a result, the Project's financial viability is in jeopardy. As such, the Company is requesting the Agency consider and approve additional financial assistance for the benefit of the Project in the form of a fifteen (15) year payment in lieu of taxes agreement (the "***Additional Financial Assistance***"); and

WHEREAS, the Agency has not approved the granting the Additional Financial Assistance; and

WHEREAS, the grant of the Additional Financial Assistance is subject to, among other things, the Agency conducting a public hearing pursuant to Section 859-a of the Act.

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, the Agency makes the following findings and determinations:

(A) The Project continues to constitute a "project" within the meaning of the Act;
and

(B) The Additional Financial Assistance contemplated with respect to the Project consists of assistance in the form of exemptions from real property tax.

(2) The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Additional Financial Assistance shall be scheduled with notice thereof published, and such notice, as applicable, shall further be sent to affected tax jurisdictions within which the Project is located.

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

(4) A copy of this Resolution 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

Michael Frame
Steven Thompson
Rickey T. Brown
Kathleen Murphy
Kenneth Kinsey

The foregoing Resolution was thereupon declared duly adopted.

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

EXECUTIVE SUMMARY

Agenda Item: 10

Title: Former Syracuse Rigging Site

Requested By: Nora Spillane

OBJECTIVE: Approval of a resolution authorizing a lease between the Agency and the City of Syracuse at 341 Peat Street and authorization to submit a grant application to the NYS Environmental Restoration Program (ERP) for funding in an amount not to exceed \$1,700,000.00(10% Agency Match).

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: A meeting of the Finance Committee will be held preceding the Board of Directors meeting on August 21, 2018 at which time they will review this item and make a recommendation to the Directors regarding approval. (See attached memo.)

ATTACHMENTS:

1. Memo
2. Proposed Lease
3. Periodic Review Report
4. Resolution.

REVIEWED BY:

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

Meeting: August 21, 2018

Prepared By: J. A. Delaney

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

MEMORANDUM

August 21, 2018

To: Board of Directors

From: Nora Spillane & Judy DeLaney

Re: Former Syracuse Rigging Site (City Crossroads)

History:

The Agency acquired the former Syracuse Rigging Site located at 341 Peat Street 1999. The intent for the long vacant, environmentally contaminated, tax delinquent 9.46 acre site was envisioned to be a commercial business park due to its highly visible proximity to Rt. 690 and other major traffic routes on the eastern side of the City.

Renamed "City Crossroads Commercial Park" the Agency entered into an agreement in 1999 with the Federal government for HUD 108/BEDI Funding (HUD108 /BEDI Funding) and in 2003 entered into an agreement with NYS for funding under the Environmental Restoration Program (ERP).

Along with its own resources the Agency used the federal money to fund the construction of a road through a portion of the site, performed an environmental cleanup of one parcel on site, and constructed a 70,000 square foot building with parking for the first prospective tenant, a safety shoe manufacturer from California. About the time construction was completed, the Company failed and declared bankruptcy leaving the Agency and the City with an empty building in the middle of a brownfield.

The Agency attempted to sell the building with little success until 2007 when it was approached by an out of state owner interested in purchasing the property to start a commissary to service his local franchise businesses. The 1.85 acre parcel was sub-divided and sold to CNY Commissary today pays full property taxes and is fully occupied by the commercial bakery with 50 employees servicing over 70 Dunkin Donut shops in the region.

Leases (Current):

The rest of the site has remained undeveloped. Around the time of the building sale to CNY Commissary, the City's Department of Public Works (DPW), in need of space for its mulching operations, informally began to use the remainder of the property for that purpose. In 2010 the Agency and the City formalized that arrangement with a lease agreement between the parties. That lease expired in 2015.

Additionally the Agency has a current license agreement with Park Outdoor Advertising renewable on an annual basis through July 2021 for a bill board on the property facing Rte. 690.

Request: Staff is requesting the Board of Directors to approve a lease with City's Department of Public Works for a period of three years until September 30, 2021 at a cost of \$1.00 annually.

Environmental:

As noted above, the Agency entered into the State's Environmental Restoration (ERP) program in 2003 via a State Assistance Contract for investigation of the balance of the original site (7.61 acres) now occupied by DPW. After substantial investigation and review by the State, the Agency in 2012 received a "Record of Decision" (ROD) from the NYSDEC outlining a "selected remedy" to return the site to a productive use. The remedy chosen by the State referred to as the "*Excavation, Petroleum, Recovery & Site Cover Remedy*" was estimated to cost \$1,560,000.00. Due to other pressing priorities, the expense, and the DPW tenancy, beyond required monitoring, the Agency did not take any further action.

The Agency has continued to monitor the site every three years (required by the ROD) and in July, C&S Engineers completed the 2018 Periodic Review Report and submitted it to the DEC. (See attached)

It has recently come to staff's attention that the NYSDEC is offering an ERP grant opportunity for remediation, design and construction costs of municipally owned brownfield sites. The State is making \$10,000,000 available across the State and a key requirement is that a "Record of Decision" is in place, facilitating quick implementation of the remedy outlined in the ROD. The grant will pay 90% of the cost of the remediation. The application is due September 7, 2018.

Staff has had conversations with the local DEC staff and C&S Engineers and both advised the Syracuse Rigging site would be a good candidate for the grant based on the same reasons the Agency took on the Project close to 20 years ago – its location, its viability as a commercial site, and the remediation of contamination that still exists there to this day. Additionally the State is currently investing \$65 million dollars in the Teall Ave Bridge Project (adjacent to the site) and proposes an additional \$16 million investment for the proposed Erie Blvd East Empire Trail - making the Crossroads site an attractive and complimentary choice for ERP funding at this time.

C&S Engineers is estimating in 2018 dollars the cost of the Syr. Rigging Project will be in the neighborhood of \$1,600,000.00 to \$1,700,000.00 but is working to confirm final costs. The Agency would be responsible for 10% match of the final figure. Additionally, as this is a reimbursable grant the Agency would be responsible for the upfront costs.

Request: Staff is requesting the Board of Directors to approve a resolution authorizing the Agency to submit an application to the NYS Environmental Restoration Program (ERP) for grant funding in an amount of up to \$1,700,000.00 and further authorize Agency funding up to \$170,000 to be used as the required match to the grant funding.

Attachments: Resolution/ Proposed Lease / Periodic Review Report

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "*Agreement*") dated as of _____, 2018, between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation organized and existing pursuant to the laws of the State of New York, whose office is located at 201 East Washington Street, 6th Floor, Syracuse, New York 13202, (hereinafter referred to as the "*Landlord*") and the **CITY OF SYRACUSE**, a municipal corporation of the State of New York, having offices at City Hall, 233 East Washington Street, Syracuse, New York 13202 (hereinafter referred to as the "*Tenant*"),

WITNESSETH

WHEREAS, the Landlord is the owner of 341 Peat Street, Syracuse, New York (Tax Map # 032.1-01-05.3), and further described on the copy of a portion of the City of Syracuse tax map attached hereto as **Exhibit "A"** (the "*Property*"); and

WHEREAS, the Tenant requested the Landlord lease the Property, for the purpose of storing and processing yard waste and certain forms of solid waste collected by its Department of Public Works, in the normal course of its municipal function; and

WHEREAS, the Landlord passed a Resolution on August 21, 2018- authorizing the Chairman to execute this Agreement with the City of Syracuse; and

WHEREAS, the Common Council on _____, 2018 adopted Ordinance No. ____-2018 which was approved by the Mayor on _____, 2018, authorizing the execution of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Landlord hereby leases the Property to the Tenant, and the Tenant hereby leases the Property from the Landlord, for the purpose of storing and processing yard waste and tires collected by the Tenant's Department of Public Works in the normal course of its municipal function.

2. The term of this Lease Agreement shall be for a three (3) year period commencing October 1, 2018 and ending September 30, 2021. This Agreement shall terminate upon the earlier of written notice of termination by either party in accordance with the terms hereof or September 30, 2021.

3. For the term of this Agreement the Tenant shall pay to the Landlord, the sum of \$1 per year ("*Monthly Rent*"), to be payable on the first day of the City's fiscal year, plus Additional Rent (as defined herein) to be paid as incurred.

4. Tenant, at its own expense, will maintain, repair and keep the Property in reasonably good condition and repair and appearance, and shall promptly make necessary repairs which may be required to be made upon or in connection with any of the Property in order to keep and maintain the Property in good repair and appearance.

5. This Agreement may be terminated at the option of either party, upon at least ninety (90) days written notice to the other.

6. The Tenant has inspected the Property and accepts it in as-is condition.

7. The Tenant may not construct improvements to the Property without the prior approval of the Landlord.

8. The Tenant shall be fully responsible for its activities on the Property and shall be fully responsible for any liability, claim, loss, cost, damage suit or judgment (and any and all costs and expenses, including, but not limited to, reasonable counsel fees and disbursements if assessed by a court of competent jurisdiction) arising from the Tenant's use and occupation of the Property (collectively "*Use Claims*"). Tenant shall clean up and mitigate the effect of any Regulated Substances (as defined herein) or violations of Environmental Laws (as defined herein) which it or its licensees caused or brought onto the Property and shall indemnify and hold Landlord harmless from all liability resulting therefrom. Tenant shall defend, indemnify, and hold harmless Landlord from and against all claims, losses, demands, liabilities, actions, penalties, judgments, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "*Environmental Claims*") and together with the Use Claims, collectively, the "*Claims*") suffered or imposed upon or against Landlord to the extent caused by: (1) the negligence of Tenant or any person claiming by, through or under Tenant; (2) the release at under or upon the Property of any Regulated Substances or in violation of any Environmental Law or (3) any breach by Tenant of any representation, covenant or other term contained in this Agreement; however, Tenant's obligations hereunder shall not apply: (i) to the extent any Claim arises from the negligence or willful misconduct of Landlord; or (ii) to the extent such obligations are prohibited by applicable Law.

9. Defined terms. "*Regulated Substances*" means any substance for which its use, manufacture, storage, transport, treatment, release or disposal is regulated by an Environmental Law; asbestos containing materials; PCB's; petroleum products; and all other toxic, dangerous or hazardous chemicals, materials, substances, pollutants or wastes which pose a hazard to the health and safety of the occupants of the Building as the same may be defined under the Environmental Laws.

"*Environmental Laws*" means any and all federal, state or local statutes, ordinances, rules, regulations, standards, policies, or other requirements relating to pollution or protection of human health and safety and the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by SARA, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Air Act, and the Clean Water Act and any similar law of the state, county or city in which the Premises is located.

"Additional Rent" means all sums (except Monthly Rent) payable by Tenant to Landlord under this Agreement.

10. This Agreement may not be assigned by the Tenant.

11. Tenant shall maintain in full force and effect during the Term of this Lease, and any extensions:

A. "all-risk" commercial property insurance for any real and personal property and tenant's betterments and improvements in the amount of the full replacement values thereof, as the values may exist from time to time; and

B. A policy of commercial general liability insurance with a limit of liability of not less than \$1,000,000 per occurrence on an "occurrence" basis and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this Lease and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Property and equipment located thereon and the Tenant's use or occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Property or in connection with the ownership, maintenance, use and/or occupancy of the Property and all appurtenant areas; Landlord shall be named as an additional insured. All such insurance shall be on a primary and non-contributory basis.

12. The Tenant agrees to comply with the laws, ordinances and requirements of all federal, state and local governments, or their agencies, with respect to its lease and use of the Property. Tenant further agrees to comply with the terms of the Interim Site Management Plan, dated August 2013 (the "*ISMP*"), a copy of which is attached hereto at **Exhibit "B"** and to cooperate with the Landlord, to the extent required, for Landlord to comply with same. Tenant further agrees to cooperate fully with the Landlord in any remediation plan implemented by the Landlord in accordance with the terms of the Record of Decision ("*ROD*") issued by the Division of Environmental Remediation of the New York State Department Environmental Conservation in March, 2012. For the avoidance of doubt, the Tenant is not responsible for any monetary obligations under either the *ISMP* or the *ROD*.

13. Upon the termination of this Agreement, the Tenant shall vacate the Property and remove any structures, equipment and/or materials that it has erected, placed or stored on it and repair any damage caused by such removal at its sole cost and expense.

14. If any part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such part, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be

invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

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

16. Should either party default in the performance or observance of any of its obligations and/or covenants hereunder, the other party shall have the right to terminate this Agreement on twenty (20) days' notice and seek associated damages and/or specific performance.

17. This Agreement, including the Exhibits, constitutes the entire agreement between Landlord and Tenant with respect to the Property and may be amended or altered only by written agreement executed by both parties, and supersedes all prior agreements, whether written or oral, between the parties.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Michael Frame, Chairman

CITY OF SYRACUSE

By: _____
David Clifford
Commissioner of Assessment

EXHIBIT "A"
Legal Description of Property

EXHIBIT "B"
Copy of Interim Site Management Plan

The background image shows a natural landscape with tall, thin reeds in the foreground, a dirt path or road in the middle ground, and a dense line of green trees in the background under a clear blue sky. A teal-colored banner is overlaid on the left side of the image, containing white text.

Periodic Review Report

NYSDEC Site
No. B00146

Former Syracuse
Rigging Site
341 Peat Street,
Syracuse, NY

Prepared for:
Syracuse
Industrial
Development
Agency

August 2018

Periodic Review Report

NYSDEC Site Number: B00146

Former Syracuse Rigging Property

341 Peat Street
City of Syracuse, Onondaga County, New York

Prepared For:

Syracuse Industrial Development Agency
203 City Hall
233 East Washington Street
Syracuse, New York

Prepared By:

C&S Engineers
499 Colonel Eileen Collins Blvd.
Syracuse, New York 13212

August 2018

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Tables

Table 2-1: Property Information

Table 2-2: Historical Site Use

Table 4-1: Groundwater Gauging Monitoring Log

Table 4-2: Historical Non-Aqueous Phase Liquid

Figures

Figure 1 – Site Location Map

Figure 2 – Aerial Photograph

Figure 3 – Groundwater Monitoring Well Network from ROD

Attachments

Attachment A – Site Inspection Checklist

Attachment B – Monitoring Well Gauging Log

EXECUTIVE SUMMARY

C&S Engineers has completed annual site monitoring activities required by the August 2013 Interim Site Monitoring Plan for the Former Syracuse Rigging Property (Site or Property) located at 341 Peat Street in the City of Syracuse, New York.

Findings of the annual site monitoring activities are noted in detail within this Report. The following conclusions are provided regarding the results of the annual site monitoring activities:

- The property has not been utilized for a higher level of use (such as unrestricted or restricted residential), groundwater is not being utilized, no buildings or construction activities have occurred, and vegetable gardens / farming are not being conducted at the property, all of which are consistent with the requirements noted in the Interim Site Management Plan.
- There are several Site Controls that are not in compliance with the Operations Plan included in the Interim Site Management Plan. The following deficiencies have the potential to contribute to the migration of contaminants from the property or the destruction of onsite monitoring wells:
 - Site activities are occurring on the northeastern portion of the site, which has a restriction against use unless approved by NYSDEC and NYSDOH.
 - Rutting of surface soil by trucks and heavy equipment was noted throughout the site.
 - The operation of equipment and trucks was actively causing dust.
 - Evidence that sediment / soil is being tracked offsite to Peat Street was observed.
 - Loading / unloading areas are located throughout the site.
 - Some of the groundwater monitoring wells are not protected from impact by site operations, equipment, or vehicles. The monitoring wells are not locked or marked.
- Groundwater gauging of the monitoring wells identified non-aqueous phase liquid within monitoring well MW-5 at a thickness of 2.72 feet, which is approximately 50% less than reported in the August 2015 Periodic Review Report (5.39 feet). However, both of these recorded thicknesses are significantly greater than those reported during the remedial investigation. The depth of water or non-aqueous phase liquids could not be determined for monitoring wells MW-1 or MW-3, since these wells have been damaged.

Our recommendations are provided in Section 6.0.

1.0 INTRODUCTION

1.1 SCOPE AND PURPOSE

This Periodic Review Report was completed consistent with the March 25, 2015 Site Monitoring Agreement. The purpose of the annual site monitoring activities and preparation of the Periodic Review Report are to comply with New York State Department of Environmental Conservation (NYSDEC) requirements described within the August 2013 Interim Site Management Plan for the Former Syracuse Rigging Property, identified as NYSDEC Site No. B00146.

2.0 SITE AND AREA DESCRIPTION

2.1 PROPERTY INFORMATION

The former Syracuse Rigging site, is a 6.8-acre lot located at 341 Peat Street and 100 Greenway Avenue in the City of Syracuse, New York. The location of the property is shown on **Figure 1** and **Figure 2**.

Table 2-1
Property Information

CATEGORY	PROPERTY DATA
OWNERSHIP	SYRACUSE INDUSTRIAL DEVELOPMENT
ADDRESS	341 PEAT STREET, CITY OF SYRACUSE, NEW
TAX ID	032.1-01-05.3
AREA	6.8 ± ACRES
ACCESS	CITY CROSSROADS DRIVE/GREENWAY

2.2 HISTORICAL SITE USE

Since circa 1890s until approximately 1956, the property was occupied by significant industrial operations. Later, from the 1960s to the present-day, operations at the site have primarily consisted of light industrial and commercial operations. The following table summarizes the operations of the historical occupants of the property.

**Table 2-2
 Historical Site Use**

OCCUPANT	APPROX YEARS	OPERATIONS
ARCHIBOLD BRADY LOBE FORGE AND MANUFACTURING COMPANY	1890s-1930s 1900s-1950s	STRUCTURAL STEEL WORKS DROP FORGE PLANT PRODUCING METAL ARTICLES IN STEEL, NICKEL, EQUIPMENT REPAIR AND SALES
FINGER LAKES EQUIPMENT CORPORATION	1910s-1960s	EQUIPMENT REPAIR AND SALES
GENERAL MATERIALS AND WRECKING	1930s-1940s	BUILDING MATERIALS CONTRACTOR
BOLAND TRUCKING INC.	1950s-1960s	TRUCKING AND DISTRIBUTION
ONTARIO FREIGHT LINES	1960s	TRUCKING AND DISTRIBUTION
SYRACUSE PAINT AND VARNISH COMPANY (SPV)	1960s-1970s	PAINT SUPPLIER (ASSUMED)
SYRACUSE RIGGING	1970s-1990s	RIGGING CONTRACTOR
GREENWAY TRANSPORTATION	1990s	TRUCKING AND DISTRIBUTION
LEGNETTO CONSTRUCTION	1990s	GENERAL CONTRACTOR
SYRACUSE DPW	2000s	MULCHING AND COMPOSTING

2.3 SUMMARY OF ENVIRONMENTAL INVESTIGATIONS

Since the late 1980s, multiple environmental assessments and investigations have been completed for the property. The environmental investigations identified several areas of concern at the property associated with its historical industrial uses. The areas of concern were further evaluated and identified areas of petroleum / solvent and metal contamination in subsurface soils and metals in surface soils. Groundwater samples collected from site groundwater monitoring wells identified a few volatile organic compounds (VOC) and metals. Remedial activities were conducted in 2000 and 2001 and

included removal of impacted soils from select areas of concern.

The property was subsequently enrolled in the Environmental Restoration Program (ERP) and a detailed Remedial Investigation (RI) was conducted at the site. The RI included the advancement of test trenches / pits, installation of five groundwater monitoring wells, and additional soil / groundwater sampling. The findings of the RI identified the following:

- Non-native surface soils located throughout the property contain elevated concentrations of several metals.
- Non-native subsurface soils located throughout the property contained elevated concentrations of poly aromatic hydrocarbons (PAH) and metals.
- Petroleum impacted subsurface soils were noted within the northwestern portion of the property.
- Diesel impacted subsurface soils are located on the southwestern portion of the property associated with a layer of light non-aqueous phase liquid (diesel) which was identified in this area of the site.
- The results of offsite subsurface soil testing indicated that PAH and metals are present within subsurface soils, which are similar to those detected in onsite soils. PCBs were also identified within a soil sample collected at the Winkleman site (offsite, but adjacent to the west) in an area of known PCB impacts.
- Laboratory analysis of onsite soils stockpiled on the property within a soil berm indicated that elevated concentrations of PAHs are present.
- No PCBs were identified within surface and subsurface soil samples collected at the property.
- Elevated concentrations of metals were detected within on and offsite groundwater.
- Laboratory analysis of offsite groundwater collected on the Winkleman site identified elevated VOCs. The presence of chlorinated VOCs and their breakdown products indicates there is a potential for soil vapor intrusion (SVI) at the site due to the calculated groundwater flow direction.
- The presence of light non-aqueous phase liquid (diesel) was identified within groundwater monitoring well MW-5. Further investigations and bail down tests were conducted and the thickness of the light non-aqueous phase liquid decreased from 0.93 to 0.10 feet.

Refer to the December 2008 Site Investigation Report for additional detailed information.

3.0 SELECTED REMEDY

Remedial alternatives for the property were evaluated within a December 2008 Remedial Alternative Analysis Report (AAR). Additional detailed information can be found within the Record of Decision (ROD).

3.1 SUMMARY OF SELECTED REMEDY

Elements of the NYSDEC selected remedy for the property include:

- A remedial design program will be implemented to provide the details necessary for the construction, operation, maintenance, and monitoring of the remedial program. Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy.
- All on-site soils located in the north-central portion of the site which are grossly-contaminated will be excavated and transported off-site for disposal or beneficial reuse. Soil stockpiled on the site will be used to backfill the excavation. If additional fill is needed, clean fill will then be brought in to replace the remainder of the excavated soil and establish the designed grades at the site. Any grossly-contaminated soils encountered in the stockpiled soils will be disposed of off-site.
- Soil and debris stockpiled along the western portion of the site, which reportedly originated from the adjacent Winkelman site will be disposed of off-site.
- Petroleum recovery wells will be installed to remove petroleum from the subsurface in the southern portion of the site in the vicinity of monitoring well MW-5.
- A site cover will be required to allow for commercial use of the site. The cover will consist of structures such as buildings, pavement, sidewalks comprising the site development or a soil cover in areas where the upper one foot of exposed surface soil will exceed the applicable soil cleanup objectives (SCOs). Where the soil cover is required it will be a minimum of one foot of soil, meeting the SCOs for cover material as set forth in 6 NYCRR Part 375-6.7(d) for commercial use. The soil cover will be placed over a demarcation layer, with the upper six inches of the soil of sufficient quality to maintain a vegetation layer.
- Imposition of an institutional control for the controlled property that: requires the Remedial Party or Site Owner to complete and submit to the NYSDEC a periodic certification of institutional and engineering controls; allows the use and development of the controlled property for commercial and industrial uses, restricts the use of groundwater as a source of potable or process water, without

necessary water quality treatment as determined by the NYSDOH or County DOH; prohibits agriculture or vegetable gardens on the controlled property; and requires compliance with the NYSDEC approved Site Management Plan.

- A Site Management Plan (SMP) will be developed that includes an Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media-specific requirements necessary to ensure the institutional and/or engineering controls remain in place and effective, a Monitoring Plan to assess the performance and effectiveness of the remedy, an Operation and Maintenance (O&M) Plan to ensure continued operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy, and provisions for the management and inspection of the identified institutional/engineering controls.

4.0 IC/EC COMPLIANCE

Site monitoring activities were conducted to review and identify if site controls are in compliance with the Interim Site Management Plan. SIDA indicated the following at the onset of site monitoring activities:

- There have been no changes to the use of the subject property.
- No excavation work has been conducted at the subject property.
- No additional soil, groundwater, or soil vapor sampling activities have been conducted.
- No emergency site inspections have been conducted.
- There are currently no plans for the redevelopment or remediation of the subject property.

4.1 Institutional Controls

An Environmental Notice was filed with Onondaga County for the property in August 2013. The Environmental Notice contained Institutional Controls to ensure protection of public health and the environment for the current use of the property.

Site restrictions that apply include:

- The property may only be utilized for mulching operations by the City of Syracuse Department of Public Works (DPW) provided that the site controls listed within the Interim Site Management Plan are being employed. Proposed modifications to the use of the property must be approved by the NYSDEC and NYSDOH.
- The property cannot be utilized for a higher level of use, such as unrestricted or restricted-residential use without additional remediation and amendment of Institutional Controls under guidance of the NYSDEC.

- All future activities at the property that disturb remaining contaminants must be conducted in accordance with the Interim Site Management Plan.
- Use of groundwater beneath the site is prohibited without treatment rendering it safe for its intended use.
- Vapor intrusion must be evaluated for any buildings developed on the property. Impacts that are identified must be monitored or mitigated.
- Vegetable gardens and farming are prohibited at the property.
- The site Owner/Remedial party must provide a written statement to the NYSDEC annually that certifies controls implemented at the property are unchanged, nothing has occurred that would impair the ability of the site controls to protect public health and the environment, or that constitutes a violation or failure to comply with the Interim Site Management Plan.

4.2 Engineering Controls

No engineering controls are currently in place at the subject property.

4.3 Operations Plan

An Operations Plan has been developed for the property to ensure that daily site activities do not result in the offsite migration of contaminants or adversely impact the remedial program. The plan outlines worker training and work practices followed by the DPW in order to continue use of the property for debris storage and mulching operations. Specific requirements of the Operations Plan are noted below:

- A DPW site supervisor shall be designated for the site. The site supervisor will be responsible for training all personnel working at the site and general day-to-day operations.
- DPW personnel working at the site shall be trained in work practices annually, in addition to known site hazards/contaminants.
- Site activities are not allowed on the northeastern portion of the site without prior approval from NYSDOH and NYSDEC.
- Operation of heavy machinery, trucks, and other equipment will be prohibited after periods of heavy rainfall or snow melt, unless stable roadways are constructed at the site (mulch or gravel).
- Areas of the site saturated with standing water shall be prohibited from use.

- Designated truck unloading/loading areas will be located at the site in areas that will have the least likelihood of causing offsite tracking of contaminants.
- Heavy equipment shall not disturb surface soils to the maximum extent possible (i.e. cutting into the surface with loaders or rutting).
- Methods shall be utilized to minimize and control the creation of dust at the site (i.e. watering roadways).
- All heavy equipment must be scraped clean or washed with a high-pressure water nozzle prior to leaving the site.
- Truck tires will be examined for mud/dirt by DPW personnel before they are allowed to drive off-site. If mud/dirt is observed on the tires, they will be cleaned with a shovel or high-pressure water nozzle.
- A stabilized entrance shall be positioned at points where traffic will be entering or leaving the site onto public roads. This measure will reduce the tracking of soils onto public roads or streets.
- If mud/dirt debris is observed on adjacent public roads or streets, the site supervisor must be notified. Roadways must be immediately cleaned and evaluated by the site supervisor. The site supervisor shall reconfirm truck tire tacking control procedures are being followed.
- The location of onsite groundwater monitoring wells must be appropriately marked and protected from site operations.

4.4 Property Review

Site reconnaissance of the property was performed on May 11 and August 2, 2018. During the site reconnaissance, the site was visually assessed and groundwater gauge monitoring was performed (5-11-18) for the onsite network of groundwater monitoring wells.

General Site Description

The property is currently being utilized by the City of Syracuse for debris storage and mulching operations (wood, fill material, tires, etc.). Piles of debris are located over a majority of the central and western portion of the subject property. The northeast corner of the subject property is covered with grass and shrub vegetation including small trees and thorn bushes. Heavy brush vegetation is located along the north, west, and south property boundaries. Concrete slabs are also located at the subject property in the northern portion of the subject property associated with former building foundations.

C&S conducted the site walk over to identify site conditions and the location of

groundwater monitoring wells. During the site walkover, the following site observations were noted:

Monitoring Well Network

- Monitoring well MW-1 is missing its cover and may have been vandalized, as it is filled with debris up to 4.4 feet below grade.
- The previous Periodic Review Report (August 2015 by others) indicated that monitoring well MW-4 could not be located and was believed to be either destroyed or buried with site debris. However, that well was located and gauged during this site inspection.
- Monitoring well MW-4 appears to have been impacted by equipment, causing a bend in the casing. As such, a water level measurement could not be acquired.
- The remaining monitoring wells were intact. However, some of the wells are not protected from traffic or site activities.

Emergency Contact List

- The list of emergency contact numbers noted within the Contingency Plan of the Interim Site Management Plan is posted at the entrance gate off Peat Street.

A copy of the Site Inspection Checklist is provided in **Attachment A**.

4.4.1 Review of Institutional Controls

The following observations, related to the site's Institutional Controls were noted at the time of the site reconnaissance:

- The property is currently being utilized by the DPW for debris storage and mulching operations.
- No groundwater was observed being used at the property. No potable or groundwater supply wells were observed.
- Rutting of surface soil by trucks and heavy equipment was noted throughout the site. The rutting has a potential to disturb surface soil contaminants.
- No building or construction projects were being constructed at the property.
- No vegetable gardens or farming is being conducted at the property.

4.4.2 Review of Site Controls

The following observations, related to the Site Controls / Operations were noted during the site reconnaissance:

- Site activities are occurring on the northeastern portion of the site, which has a restriction against use unless approved by NYSDEC and NYSDOH. This area is being utilized for the storage and handling of soil, as well as household

construction material and debris. This material is brought it from residents, contractors, and businesses. Large ruts are present in this area as well.

- There are truck and equipment related ruts throughout the site, many filled with ponded water.
- The operation of equipment and trucks was actively causing dust.
- Vehicles were observed leaving the property. It did not appear that vehicle tires were checked for mud / debris prior to leaving the property. Evidence that sediment / soil is being tracked offsite to Peat Street was observed.
- A stabilized entrance is being utilized at the property from City Crossroads Drive, which consists of asphalt pavement and gravel.
- Loading / unloading areas are located throughout the site.
- Not all of the groundwater monitoring wells are protected from impact by site operations, equipment, or vehicles. The monitoring wells are not locked or marked.

4.5 Groundwater Gauge Monitoring

Annual groundwater gauging was conducted at the time of the May 11, 2018 site reconnaissance. Groundwater gauging was conducted to determine if non-aqueous phase liquid has significantly changed based on prior measurements. An oil / water interface probe was utilized to determine the depth of product and groundwater within the wells. The results of the gauging are shown below.

**Table 4-1
Groundwater Gauging Monitoring Log**

WELL NO.	DEPTH TO NON AQUEOUS PHASE LIQUID	DEPTH TO WATER (FT)	WELL DEPTH (FT)	PVC ELEVATION (FT)	GROUNDWATER ELEVATION (FT)
MW-1	NA	NA	4.4	417.77	NA
MW-2	NA	6.63	20.32	417.92	411.29
MW-3	NA	NA	19.42	416.43	NA
MW-4	NA	8.05	17.05	417.97	409.92
MW-5	14.00	16.72	20.25	418.88	402.16
MW-6	NA	9.02	20.25	417.97	408.95

A copy of the monitoring well gauging log is provided as **Attachment B**. As discussed above, groundwater levels could not be measured for monitoring well MW-1 or MW-3, due to damage.

Non-aqueous phase liquid levels of product within monitoring well MW-5 are noted within the December 2008 Site Investigation Report and are summarized below.

Table 4-2
Historical Non-Aqueous Phase Liquid

DATE	NON-AQUEOUS PHASE LIQUID PRODUCT THICKNESS (FT)
DECEMBER 13, 2004	0.74
MAY 24, 2004¹	0.93
MAY 25, 2004¹	0.49
JUNE 24, 2005²	0.60
JUNE 27, 2005²	0.60
JUNE 29, 2005²	0.28
JULY 1, 2005²	0.14

Notes:

¹ Measurements were collected during a bail down slug test.

² Measurements were collected during investigation of non-aqueous phase liquid recharge rates.

The results of the groundwater gauging indicate that the thickness of non-aqueous phase liquid within monitoring well MW-5 is 2.72 feet, which is approximately 50% less than reported in the August 2015 Periodic Review Report (5.39 feet). However, both of these recorded thicknesses are significantly greater than those reported during the remedial investigation.

5.0 CONCLUSIONS

The following conclusions are provided relative to the annual site monitoring:

- The property has not been utilized for a higher level of use (such as unrestricted or restricted residential), groundwater is not being utilized, no buildings or construction activities have occurred, and vegetable gardens / farming are not being conducted at the property, all of which are consistent with the requirements noted in the Interim Site Management Plan.
- There are several Site Controls that are not in compliance with the Operations Plan included in the Interim Site Management Plan. The following deficiencies have the potential to contribute to the migration of contaminants from the property or the destruction of onsite monitoring wells:

- Site activities are occurring on the northeastern portion of the site, which has a restriction against use unless approved by NYSDEC and NYSDOH.
 - Rutting of surface soil by trucks and heavy equipment was noted throughout the site.
 - The operation of equipment and trucks was actively causing dust.
 - Evidence that sediment / soil is being tracked offsite to Peat Street was observed.
 - Loading / unloading areas are located throughout the site.
 - Some of the groundwater monitoring wells are not protected from impact by site operations, equipment, or vehicles. The monitoring wells are not locked or marked.
- Groundwater gauging of the monitoring wells identified non-aqueous phase liquid within monitoring well MW-5 at a thickness of 2.72 feet, which is approximately 50% less than reported in the August 2015 Periodic Review Report (5.39 feet). However, both of these recorded thicknesses are significantly greater than those reported during the remedial investigation. The depth of water or non-aqueous phase liquids could not be determined for monitoring wells MW-1 or MW-3, since these wells have been damaged.

6.0 RECOMMENDATIONS

The findings of this Report should be forwarded to the NYSDEC. A Corrective Measures Work Plan should be prepared for the property, to outline the measures needed to bring the property in compliance with the Interim Site Management Plan. The following actions are recommended:

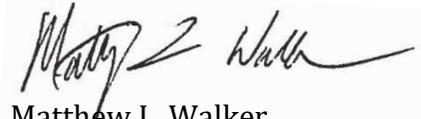
- In order to determine the recharge rate, the non-aqueous phase liquid within monitoring well MW-5 should be removed as detailed within Section 3.2.1 of the Interim Site Management Plan. Additional monitoring / investigation of the non-aqueous phase liquid within monitoring well MW-5 should be considered based on the thickness of non-aqueous phase liquid identified.
- Due to the damage of monitoring wells MW-1 and MW-3, these wells should be decommissioned and new wells should be installed consistent with Section 3.2.2 Interim Site Management Plan.
- Protective barriers should be installed around each well, and they should be properly locked and marked.
- Materials staged on the restricted northeast portion of the site should be removed and the cover system should subsequently be restored / reinstalled. The extent of this area should be prominently marked to restrict future access.
- Additional worker training is needed to acquaint DPW personnel with the

requirements of working at the site. Additional oversight by the site supervisor is warranted to ensure that DPW employees are following the requirements within the Operations Plan.

If you should have any questions regarding the content of this report, please contact our office at your convenience.

Very truly yours,

C&S Engineers



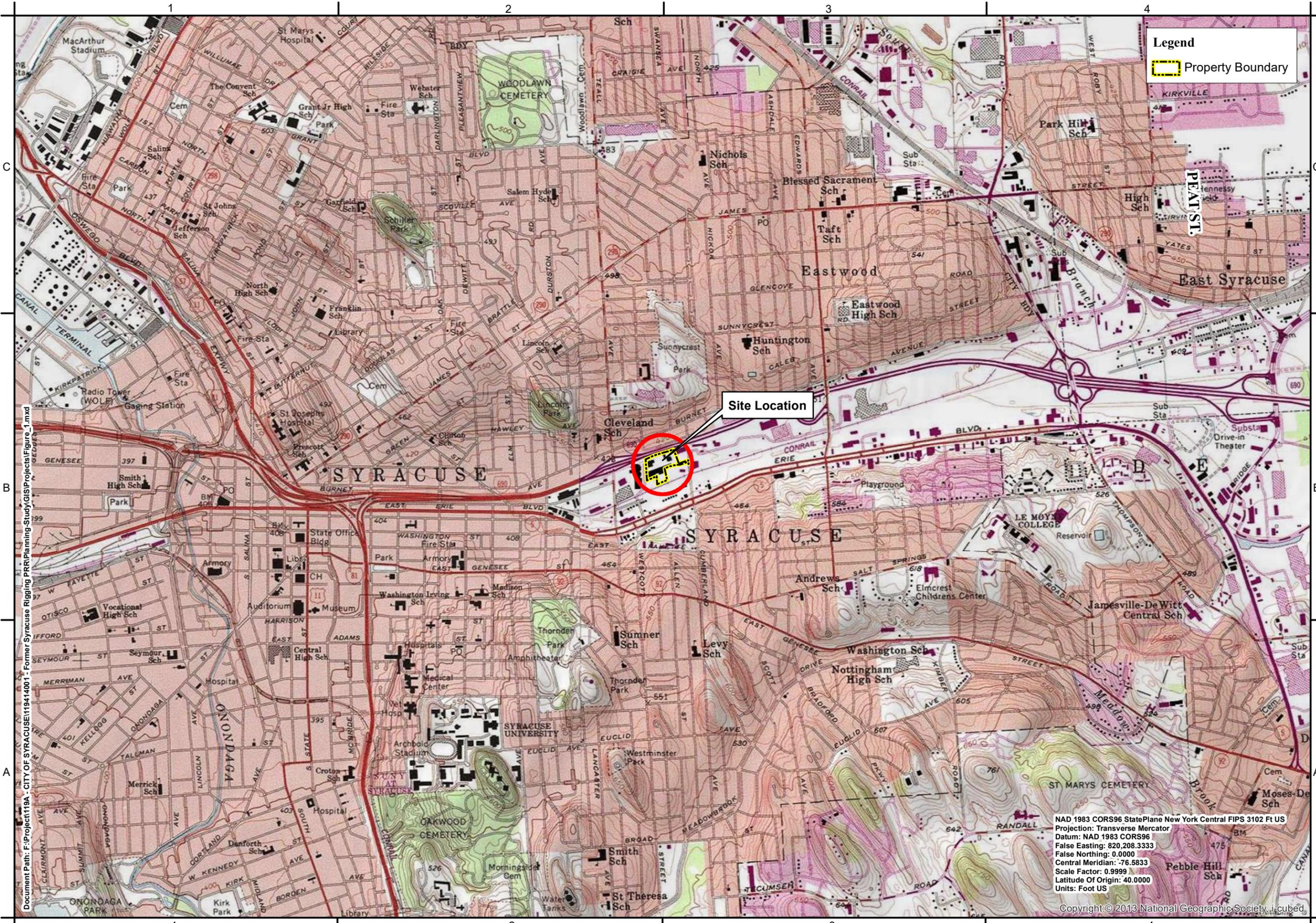
Matthew L. Walker
Senior Project Environmental Scientist



Wayne Randall
Geologist

cc: file

FIGURES



Legend
 Property Boundary

Site Location



C&S Engineers, Inc.
 499 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9687
 www.ccs.com



0 2,000 Feet
 1 inch = 2,000 feet

Former Syracuse Rigging Property
 NYSDEC Site No. B00146
 341 Peat Street, Syracuse, New York

PROJECT NO:	119.414.001
DATE:	May 2018
SCALE:	AS SHOWN
DRAWN BY:	
DESIGNED BY:	WNR
CHECKED BY:	MLW

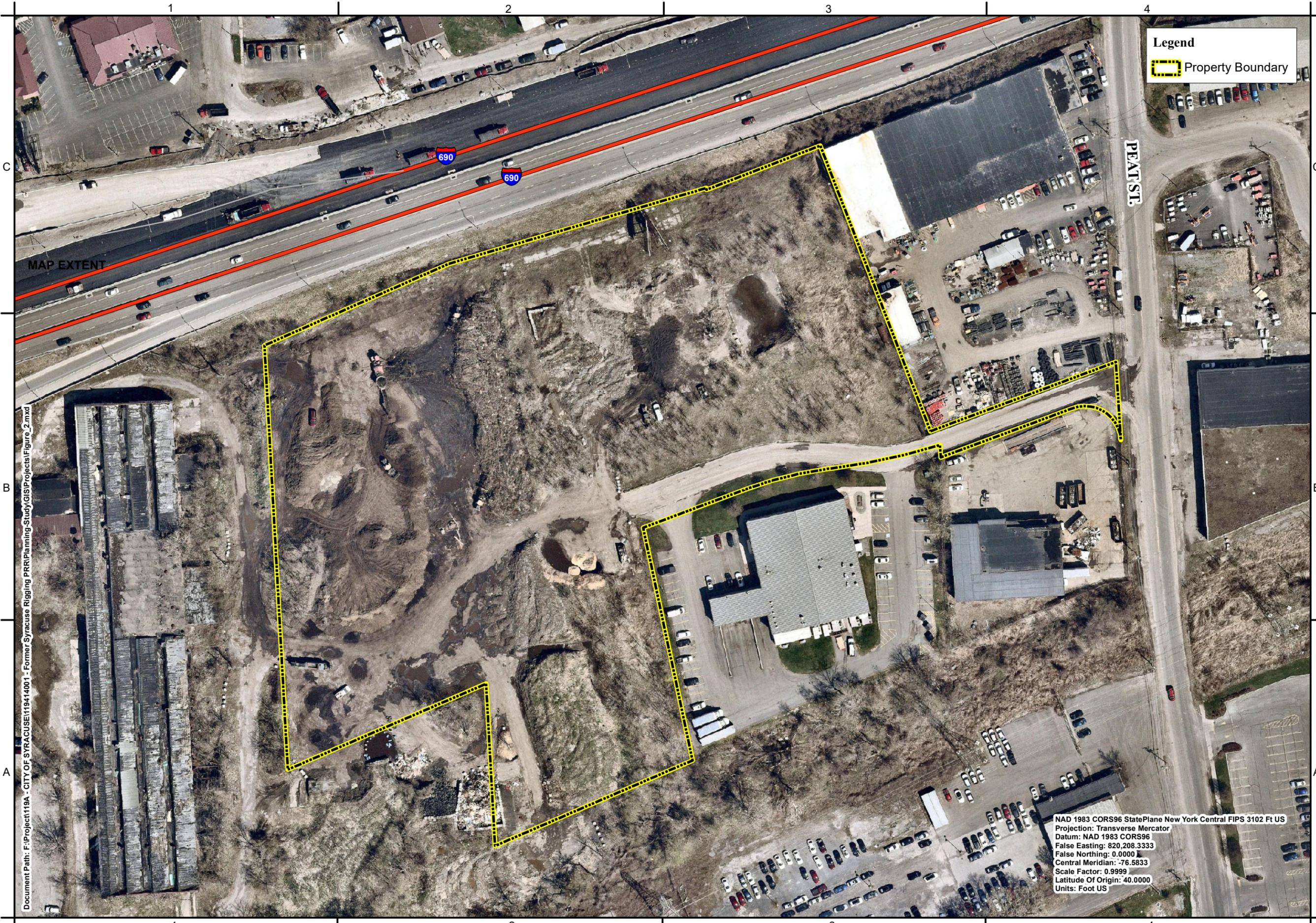
Site Location Map

Figure 1

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US
 Projection: Transverse Mercator
 Datum: NAD 1983 CORS96
 False Easting: 820,208.3333
 False Northing: 0.0000
 Central Meridian: -76.5833
 Scale Factor: 0.9999
 Latitude Of Origin: 40.0000
 Units: Foot US

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Legend

Property Boundary



C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscs.com



0 100
Fees
1 inch = 100 feet

Former Syracuse Rigging Property
NYSDEC Site No. B00146
341 Peat Street, Syracuse, New York

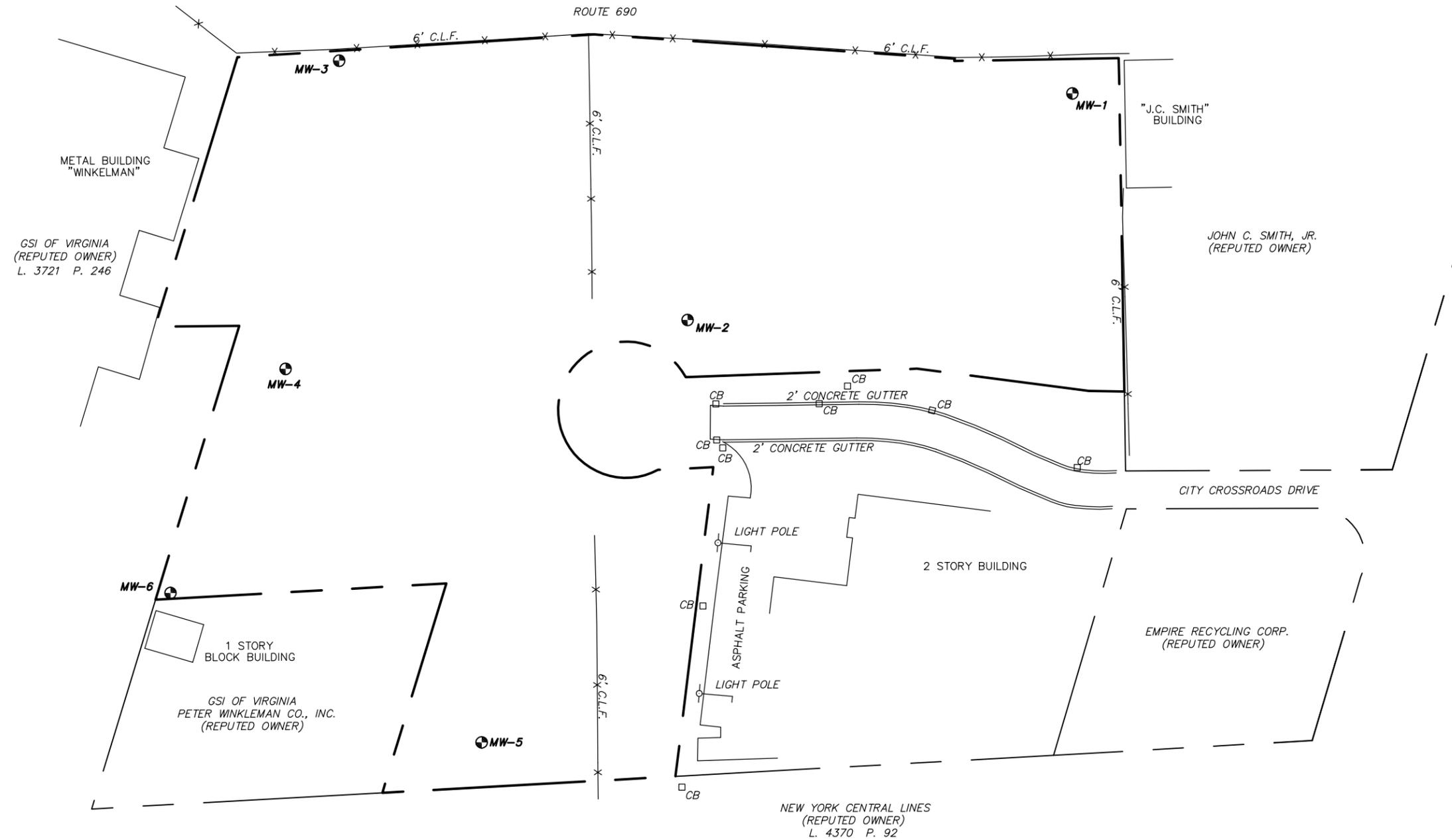
PROJECT NO:	119.414.001
DATE:	May 2018
SCALE:	AS SHOWN
DRAWN BY:	
DESIGNED BY:	WNR
CHECKED BY:	MLW

**Aerial
Photograph**

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US
Projection: Transverse Mercator
Datum: NAD 1983 CORS96
False Easting: 820,208.3333
False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Foot US

Figure 2

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LEGEND

⊕ MW-# APPROXIMATE MONITORING WELL LOCATION

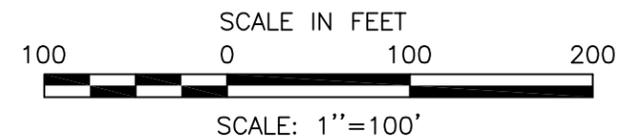


FIGURE 3 - GROUNDWATER MONITORING WELL NETWORK

Former Syracuse Rigging Property
341 Peat Street
Syracuse, New York

Interim Site Management Plan

Scale: 1" = 100'

ATTACHMENT A
SITE INSPECTION CHECKLIST

Site Inspection Checklist
Former Syracuse Rigging Property
ERP Site No. B00146

Date: 5/11/2018 By: J. Berti Project: Periodic Review Well Monitoring

General:

Site and Area Description:	Syracuse Rigging Site currently used by the City of Syracuse (COS) for household yard waste and household general construction waste transferring (Mulching + transfer area)
Site Conditions:	The site entrance is paved (City Crossroads Drive) the rest of the site is dirt + debris + City trucks come in and out with loads of household yard + construction waste. Loaders load/unload the trucks in various locations onsite. Large ruts are present in the soil onsite. Ponding water was observed in many of the ruts. Dust was observed coming from truck tires throughout the site. The City Crossroads Drive entrance/exit was paved with sediment + tracked onto Peat Street. The NE Section prohibited from use w/o prior approval is filled in w/ dirt piles + was being loaded into trucks when it arrived
Are Site Records up to date:	Contact list was not noted at site entrance

Institutional Controls:

Is site being utilized used for a commercial or industrial use:	Yes <input checked="" type="radio"/> No <input type="radio"/>
<u>Mulching + household trans/construction debris transfer area staged and then taken to disposal sites</u>	
Is groundwater being utilized at the site:	Yes <input type="radio"/> No <input checked="" type="radio"/>
Have activities occurred onsite that have disturbed remaining contamination:	Yes <input checked="" type="radio"/> No <input type="radio"/>
<u>Large ruts, dust, offsite tracking from trucks</u>	
Are buildings being constructed onsite:	Yes <input type="radio"/> No <input checked="" type="radio"/>
If yes has soil vapor intrusion been evaluated:	
Are vegetables gardens or farming occurring at the site:	Yes <input type="radio"/> No <input checked="" type="radio"/>

Site Inspection Checklist
Former Syracuse Rigging Property
ERP Site No. B00146

Site Controls:

Arc site activities occurring on the northeastern portion of the site: <i>Soil/Household refuse storage/hauling causing large ruts in the soil</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Are areas of the site saturated with water: If yes has use been suspended in these areas: <i>Yes, it appears trucks do not avoid areas with ponded water in ruts</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Is heavy equipment disturbing surface soils: <i>yes, ruts all over</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Is dust being created at the site: <i>yes, from equip + truck tires</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Are truck tires being evaluated for mud and debris prior to leaving the site: <i>NO, no apparent control measures present</i>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Is a stabilized entrance being utilized: <i>Entrance/Exit is paved however sediment was seen all the way to Peat Street</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Is mud/debris located on adjacent streets <i>yes, Peat Street</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Are designated unloading/loading area being utilized at the site: <i>It appears disorganized and activities occur all over.</i>	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Are groundwater monitoring well properly marked and protected: <i>No, recommend replacing MW-1 + MW-3 + protecting all with Jersey barriers painted for visual definition</i>	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Notes:

Dist. ponded water, sediment on Peat Street, Household wastes/construction debris/concrete/tires located in south west corner. Ann stated she believes Contractor + business are dumping material at the household debris dropoff site.

- Recommend replacing MW-1 + MW-3. Recommend protecting all wells w/ Iron 6" pipe and Jersey barriers
- Thick free product noted in MW-5. See photos for detail

ATTACHMENT B

MONITORING WELL SAMPLING LOG

MONITORING WELL SAMPLING LOG

DATE: 5/11/18 BY: JTB

Site:
Conditions:

	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6
Casing Elevation	417.77	417.92	416.43	417.97	418.88	417.97
Depth to Product (ft)	NA	NA	NA	NA	14.00	NA
Initial Depth to Water (ft)	NA	6.63	NA	8.05	16.72	9.02
Depth to Bottom (ft)	4.4	20.32	NA	17.05	20.25	20.25
Water Column Height (ft)	NA	13.69	NA	9.00	3.53	11.23
3-5 Water Volume (gal)						
Volume Purged (gal)						

Remarks (secured/locked, odor, sheen, color, etc.)

Time	1032	1026	1000	1011	1040	1021
Begin Purge						
End Purge						
Sample Well						
Lab Analyses					odor and black NAPL present	

Field Analyses (if applicable)

	pre purge	post purge										
Temp												
pH												
DO (mg/l)												
Turb. (NTU)												

Volume Factors:
 1" well: 0.041 gal/ft
 2" well: 0.163 gal/ft
 4" well: 0.653 gal/ft

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 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 LEASE WITH THE MUNICIPALITY FOR CERTAIN UNDEVELOPED LAND; AND AUTHORIZING THE EXECUTION AND SUBMISSION OF AN APPLICATION TO THE STATE FOR A GRANT TO FUND CERTAIN ENVIRONMENTAL REMEDIATION COSTS AND THE EXPENDITURE OF NECESSARY MATCHING FUNDS PURSUANT TO THE TERMS OF THE GRANT

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, the Agency acquired the former Syracuse Rigging Site located at 641 Peat Street 1999, a vacant approximately 7.6 acre site which is environmentally contaminated (the "**Property**"); and

WHEREAS, in 2003, the Agency entered into a State Assistance Contract with the NYSDEC relative to the Property to allow the Agency to investigate the Property for contaminants; and

WHEREAS, in 2012, after substantial investigation and review the NYSDEC issued a Record of Decision (the "**ROD**") outlining the selected remedy to return the Property to a productive use. The remedy chosen by the State was estimated to cost \$1,560,000.00. Due to other pressing priorities, the expense, and the DPW occupation of the site (see below), beyond required monitoring, the Agency did not take any further action; and

WHEREAS, the Agency has continued to monitor the Property every three years (as required by the ROD) and in July, C&S Engineers completed the 2018 Periodic Review Report and submitted it to the NYSDEC; and

WHEREAS, the NYSDEC is offering an ERP grant opportunity for remediation, design and construction costs of municipally owned brownfield sites (the "**Grant**"). The State is making \$10,000,000 available across the State for remediation. A key requirement of the Grant is that a ROD be in place, facilitating quick implementation of the remedy outlined in the ROD. The Grant will pay 90% of the cost of the remediation and require the applicant to contribute the 10% match/balance. The Grant is reimbursable and as such the Agency's portion would need to be paid up front; and

WHEREAS, each interested municipality must submit an application for consideration by September 7, 2018 (the "**Grant Application**"); and

WHEREAS, Agency staff has had conversations with the local DEC staff and C&S Engineers and both advised the Property would be a good candidate for the Grant based upon its location, its viability as a commercial site, the \$65 million dollar investment the State is currently making to the adjacent Teall Ave Bridge site as well as the proposed \$16 million dollar additional investment the State is considering for the Erie Blvd East Empire Trail all of which make the Property site an attractive and complimentary choice for ERP funding at this time; and

WHEREAS, while C&S Engineers are finalizing their assessment, they are estimating the remediation project for the Property will be between \$1,600,000.00 and \$1,700,000.00. The Agency would be responsible for 10% match of the final figure. Additionally, as this is a reimbursable grant the Agency would be responsible for the upfront costs; and

WHEREAS, in 2010 the Agency and the City of Syracuse, New York (the "**City**") formalized an agreement pursuant to a lease agreement to permit the City's Department of Public Works (the "**DPW**"), to use the Property for its mulching operations. While that lease expired in 2015 the parties have continued to operate under the terms of same; and

WHEREAS, the parties are desirous of entering into a new lease to formalize the agreement between the parties for the use of the Property for the next three (3) years on substantially the terms set forth in the lease presented at this meeting (the "**Lease**"); 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 action being taken by the Agency hereunder constitutes a "Type II" action as that term is defined under SEQRA, and therefore no further review is required; and

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

Section 1. It is among the purposes of the Agency to promote 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 in furtherance of the purposes of the Act.

Section 2. Based upon the foregoing, the Agency makes the following findings and determinations:

(a) The execution and delivery of the Lease and the Grant Application are hereby authorized and approved.

(b) The Chairman, Vice Chairman, the 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 Lease and the Grant Application as well as any and all other documents, agreements, certificates, instruments, or affidavits (collectively, the "**Documents**"), and to pay any such other fees, charges and expenses, or to make such other changes, omissions, insertions, revisions, or amendments to the Documents referred to 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.

Section 3. 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 4. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Agency and others to prepare, for submission to the Chairman, Vice Chairman and/or Executive Director, all Documents necessary to effect the intent of this Resolution.

Section 5. 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 6. 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 August 21, 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 August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

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

EXECUTIVE SUMMARY

Agenda Item: 11

Title: 327 Montgomery Street

Requested By: Nora Spillane

OBJECTIVE: Approval of a resolution authorizing an amendment to an existing lease between the Agency and the Media Unit for Agency property at 327 Montgomery St. and approval to hire a consultant to provide an assessment of the building in an amount not to exceed \$10,000.00

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: A meeting of the Finance Committee will be held preceding the Board of Directors meeting on August 21, 2018 at which time they will review this item and make a recommendation to the Directors regarding approval. (See attached memo.)

ATTACHMENTS:

1. Memo
2. Presentation
3. Lease Amendment
4. Resolution.

REVIEWED BY:

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

Meeting: August 21, 2018

Prepared By: J. A. Delaney

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

MEMORANDUM

August 21, 2018

To: Board of Directors

From: Nora Spillane & Judy DeLaney

Re: 327 Montgomery Street – Media Unit Lease Extension

History:

The Agency has owned the building at 327 Montgomery Street since approximately 1996. The building constructed in 1906, is a two story 8800 sq. ft. masonry/brick structure located in the Columbus Circle National Register District. Since 1996, it has been occupied solely by one tenant, the Media Unit, a not for profit organization providing hands on training for local teens in performance and production for television and stage.

In 2011 the Agency Board of Directors formalized a 7 year lease (expiration 12/31/17) with the organization leasing the premises for \$1.00 annually. An amendment to that lease was approved by the Board in late 2017 to extend the lease for an additional year now set to expire 12/31/18. The Agency maintains general liability insurance on the building but is not responsible for repairs or improvements.

The limited resources of the organization have precluded it from making other than minimal repairs to the building during its occupancy with the exception of a new roof early on in its tenancy for which it received grant funding.

In 2013 the Agency Board of Directors approved funding in the amount of \$100,000.00 to address major repairs required to the exterior of the building at a budgeted cost of \$133,000. The Agency received a grant towards the façade repairs of \$33,000.00 and used its own funds for the balance. Of the original funds approved by the SIDA Board for the repairs there is a balance remaining of approximately \$ 13,000.

At this juncture, the interior of the building also appears to need substantial improvement.

Current Discussions:

Staff and Greg Loh, Director of City Initiatives, met with the Director of the Media Unit, Walt Shepperd and several members of its Board to discuss the non-profit's future plans. The organization provided a presentation of its current activities (attached) and indicated its desire to extend the lease under the same terms.

Request: Cognizant of the Agency's role to use its resources for economic development purposes, staff is requesting the Board of Directors 1) extend the lease with the Media Unit on a month to month basis effective January 1, 2019 giving the organization ample time to find a location suitable to its endeavors; and 2) approval to hire an outside party to undertake a comprehensive review of the building to assess its repair and improvement needs going forward in an amount not to exceed \$10,000.00.

Attachment: Presentation, Proposed Lease, Resolution.

THE MEDIA UNIT

**Presentation to the City of Syracuse and the
Syracuse Industrial Development Agency
July, 2018**

The Media Unit, Inc.

327 Montgomery Street

315-478-8648

Syracuse, NY 13202

rougtimeslive@yahoo.com

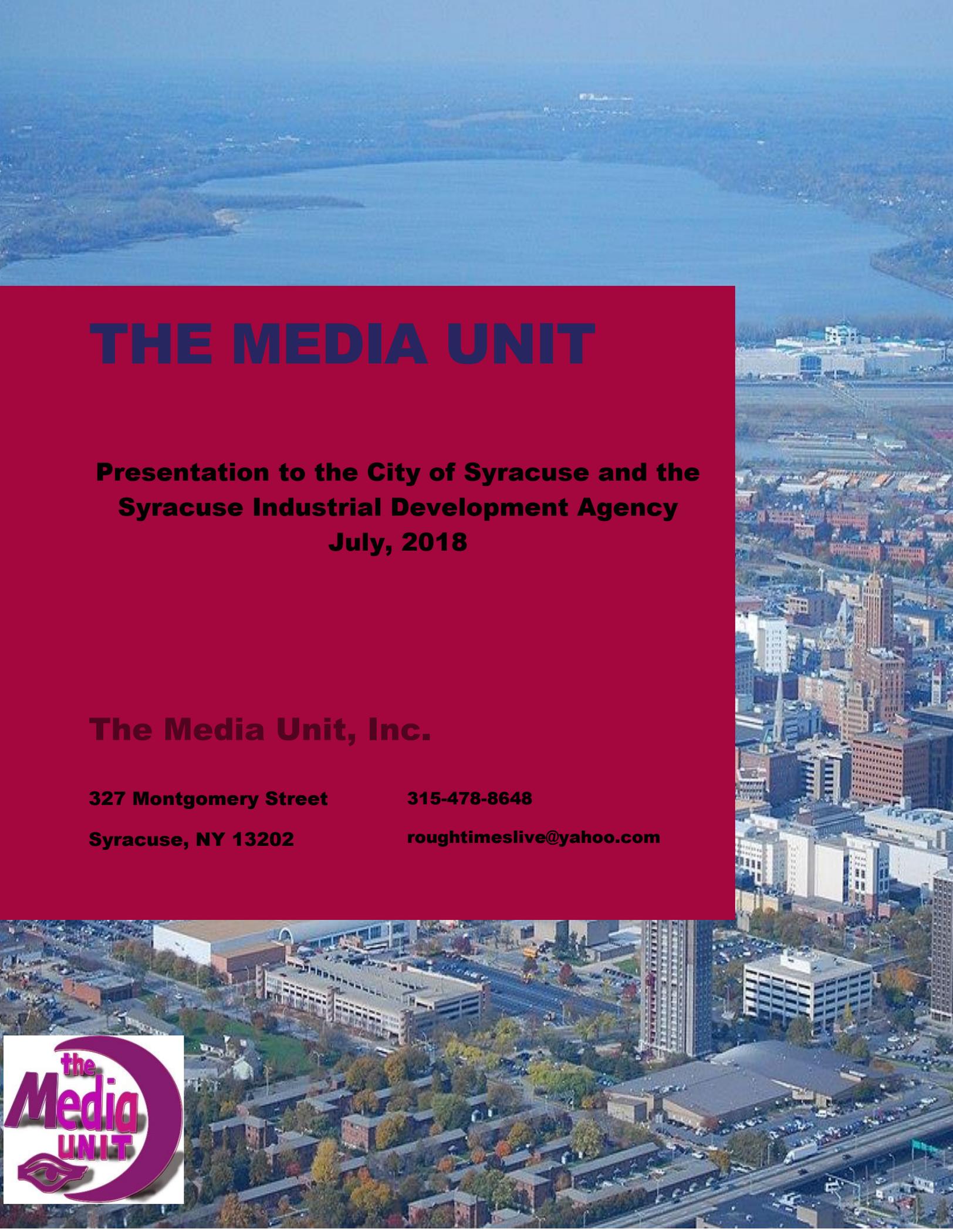


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I. Finances

The Media Unit Operating Budget 2017-18

Income

Program Sales	\$3,585.00
Performance Fees	\$7,826.00
Donations	\$1,752.00
Fundraising Events	\$1,723.00
OnCare	\$10,000.00
Foundations	\$2,500.00
Book Sale and Arts Week	\$7,398.00
	\$34,784.00

Expenses

National Grid	\$8,860.00
Time Warner	\$3,094.00
Space Rental	\$1,447.00
Tech Fees	\$1,635.00
Trophies	\$50.00
Building Repair	\$1,200.00
Performance Fees	\$1,250.00
Production Fees	\$1,526.00
Admin Fees	\$1,000.00
Insurance	\$1,850.00
Bank Fees	\$85.00
Workshop Fees	\$750.00
Transportation	\$2,040.00
Water	\$245.00
Video Supplies	\$652.00
Photography	\$384.00
Art Supplies	\$325.00
Equipment Purchase	\$500.00
Registration Fees	\$425.00
Printing	\$215.00
Office/Operating Supplies	\$7,251.00
	\$34,784.00

The Media Unit Operating Budget 2018-2019

Income

Program Sales	\$3,000.00
Performance Fees	\$5,000.00
Donations	\$1,000.00
Fundraising Events	\$1,000.00
OnCare	\$10,000.00
Foundations	\$6,350.00
Book Sale and Arts Week	\$5,500.00
	\$31,850.00

Expenses

National Grid	\$8,456.00
Time Warner	\$3,300.00
Space Rental	\$750.00
Tech Fees	\$1,536.00
Trophies	\$50.00
Building Repair	\$1,506.00
Performance Fees	\$1,250.00
Production Fees	\$1,300.00
Admin Fees	\$750.00
Insurance	\$1,850.00
Bank Fees	\$85.00
Workshop Fees	\$1,500.00
Transportation	\$1,000.00
Water	\$245.00
Video Supplies	\$652.00
Photography	\$384.00
Art Supplies	\$325.00
Equipment Purchase	\$500.00
Registration Fees	\$300.00
Printing	\$215.00
Office/Operating Supplies	\$5,896.00
	\$31,850.00



II. Governance

Mission Statement:

The Media Unit provides hands-on training for Central New York teens in performance and production for television and stage. The Media Unit presents teen **entertainment** with a **social conscience**.

Striving for excellence and diversity, the Media Unit enables teens of all shapes, sizes, colors and conditions to enter careers in the industry with recognized experience.

The Media Unit promotes audience education and development among non-traditional theater-going youth, by performing in admission-free settings all across Central New York, and beyond.

2017 Board Meetings:

- January 24
- February 28
- March 28
- April 25
- May 23
- June 27
- July 25
- August 22
- September 26
- October 24
- November 28

2018 Board Meetings:

- January 23
- February 27
- March 27
- April 24
- May 22
- June 26
- July 24
- August 28
- September 25
- October 23
- November 27

Board of Directors

Larry Williams, Chair	315-263-1171	<u>lwilliams@swccsyr.org</u>
Elizabeth Crockett, Secretary	315-663-1914 315-424-0009 Ext.112	<u>execdir@reachcny.org</u>
Shayne Drew, Treasurer	315-657-5730	<u>sdrew@twcny.rr.com</u>
Kevin Sio	315-447-8913	<u>kevinsio51@gmail.com</u>
Chaz Cassidy	315-741-1338	<u>chuzzy10@yahoo.com</u>
Judge Vanessa Bogan	315-243-7191	<u>vanessaebogan@gmail.com</u>
Chief Frank Fowler	315-442-5250	<u>ffowler@syracusepolice.org</u>
Andrew Maxwell	315-481-5399	<u>andrewmmaxwell@gmail.com</u>
Walt Shepperd	315-807-7810	<u>rougthimeslive@yahoo.com</u>
Tehran Hopkins	315-708-2407	<u>tehran.hopkins@gmail.com</u>

III. Programming

2017-18 Scope of Program

Program Name: From the Back of the Bus

Primary Contact Person:

- **Name/Title:** Walt Shepperd/Executive Producer
- **Phone:** 315-478-8648
- **Email:** roughtimeslive@yahoo.com



Target population: Predominantly inner-city youth aged seven to twelve as an audience at Syracuse Parks Department youth centers.

Brief description of the services provided: For the Media Unit's 41st summer performance tour, the performance tour presented "From the Back of the Bus" followed by a dialogue circle, and response sessions.

The Media Unit provided two performances of "From the Back of the Bus" at the New York State Fair theater on August 31st 2017. The performances had a full house with audiences of local youth and community residents. The Media Unit provided admission, meal tickets, and ride bracelets to many local organizations for the youth.

The focus was then on the Rough Times Live television program, with Kevin Sio whom is a retired Media Director from National Grid. Spring brought focus on recruiting for the summer tour, including development and rehearsal of "Enough is Enough" a performance in relation to school shooting occurrences in the United States and "Too Cool for School" a performance regarding bullying. Refresher sessions examined for the performance "From the Back of the Bus" and applying relevant updates. Rough Times Live debuted new season with an interview of the police Chief Frank Fowler.

Staffing: Executive Producer (Walt Shepperd), Dramatic Director, Production Coordinator, Assistant Production Coordinator, Voice Coach, 8 Cast and Crew.

Units of service: (12-month total)

- 10 orientation workshops
- 10 two ½ hour rehearsals
- 2 tech and dress rehearsals
- 13 tour performances with estimated 1,200 attendees
- 10 festival performances

Program Outcomes: Enhanced and directed discussion of racial issues between audience youth and youth development staff. Audience development and education of nontraditionally theater going youth, presenting drama as a vehicle for dealing with personal issues, especially exploring the impact of racism and the potential for racial healing. Increased awareness of youth related to the impact of cultural differences, the importance of respectful relationships, and identification of personal biases. Improved understanding among the audience youth that theater can be a tool to identify feelings, explore new ideas and motivate individuals to participate in social change.

2018-19 SCOPE OF PROGRAM

Program Name: Enough is Enough

Primary Contact Person:

- **Name/Title:** Walt Shepperd/Executive Producer
- **Phone:** 315-478-8648
- **Email:** roughtimeslive@yahoo.com

Description of program:

For The Media Unit's 42nd summer performance tour, The Media Unit members chose the issue of school shootings as their focus. The characters they have created includes an activist, a victim, a bystander, and a survivor. The emotions they portray including loss, guilt, panic, confusion, and anger. The original script explores the issues raised by the school shootings which have occurred on the average one every week this year in the US. Professional voice coach and choreographer provided weekly workshops to enhance harmony and routine. Additional community professionals have provided weekly workshops to encourage artistic growth in various disciplines.

The performance "Enough is Enough" will debut at the 2018 annual Arts & Crafts Festival. Further performances are scheduled at venues ranging from the South West Community Center, Bishop Foery, Syracuse Parks & Rec's summer games, and The Hillside Children Center. Performances will be followed by dialogue circles, which get community residents together to have communication with each other as well as public officials. Police Chief Frank Fowler was interviewed for the revival of The Media Unit's weekly teen produced television program Rough Times Live. The tour's finale will stage 2 performances at the theater at the New York State fair.

Staffing: Executive Producer, Program Coordinator, Production Coordinator, and 5 Cast and Crew (Youth).

Units of service: (point in time and 12-month total)

- 6 workshops for artistic growth
- 10 4-hour Rehearsal and Development
- 10 Tour performances with estimated 1,000 attendees
- 4 Festival performances, and tech and dress rehearsals
- Major performance with the attendance with open dialogue circle includes The Police Chief, Senator DeFrancisco, and Syracuse Mayor Ben Walsh.

Program Outcomes:

Critiqued discussions about school shooting scenarios, with assistance from community leaders and local organizations. This year's cast and crew will receive new topics for productions and receive training in professionalism workshops and participate in dialogue circles surrounding the issues addressed. Increased awareness of youth related to the impact of the school shootings epidemic, and the importance of noticing mental health behaviors that have resulted in school shootings.



IV. Leadership and Staffing

The Media Unit has been a successful and well-respected program in our community for 42 years, and has done so under the leadership of Walt Shepperd. Walt's tireless dedication to the program and to the youth of our city has touched countless lives. Walt, however, has been preparing to pass the torch. Over the last three years, Walt and the board have interviewed 15 different individuals – primarily those who have volunteered for the Media Unit – in an effort to find a good fit to take over program leadership. Walt's ongoing commitment to the program has meant there is no rush to hire a new person if the fit is not right. However, the board has been consistently focused on succession planning during the last several months, and new individuals have emerged as potential successors.

Additionally, the board has been discussing staff structure. With a new Executive Director eventually at the helm, it is clear that the Media Unit will need more structured supports that will ensure programmatic and administrative coordination. We believe that we have started a process toward a more sustainable virtuous cycle, where more robust staff structure will lead to enhanced programming, which in turn will improve our reach and ability to secure more resources. New resources would then enable greater organizational bandwidth, and greater programmatic success. This is the challenge our board – and certainly a new executive director – would face in putting the Media Unit on stronger long-term footing.

V. Facilities

- Front Office
- Two Studios
- Boys and Girls Bathrooms
- Boys and Girls Dressing rooms
- Control Room & Equipment Storage
- Kitchen

We have good studio space and have offered many organizations the use of this space, including The Syracuse Arts and Crafts festival. The main studio has plenty of room and is flexible enough to accommodate a number of Media Unit activities. 327 Montgomery Street is known for being the headquarters of The Media Unit and over the years it has become part of the fabric of The Media Unit.

Front office is utilized for board meetings and clerical space. The Media Unit rehearsals and tapings are done in



both studios. Also, the Media Unit films a weekly television show (*Rough Times Live*) on Spectrum Cable with sets and props. The kitchen is used during the summer tour to prepare and store meals for the teens. The control room is utilized for editing and rendering video as well as storing footage. Dressing rooms and bathrooms are needed to accommodate the kids that at any given time can occupy the space – at full functioning – more than 10 Cast in the building and during events have seen as many as 50 people have occupied the space at one time. The

space is crucial to The Media Units future and also to the others on the street.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "*Second Amendment*") made this ____ day of _____, 2018, between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, 201 East Washington Street, 6th Floor, Syracuse, New York 13202, a public benefit corporation organized and existing under the laws of New York State ("Landlord" or "Agency") and **THE MEDIA UNIT, INC.**, 327 Montgomery Street, Syracuse, New York 13202, a New York Not-For-Profit Corporation ("Tenant"), amending that certain Lease Agreement dated as of the 1st day of July, 2010 by and between the Landlord and the Tenant ("*Original Lease Agreement*") as previously amended by a First Amendment to Lease Agreement dated as of the 11th day of December, 2017 (the "*First Amendment*" and together with the Original Lease Agreement, the "*Amended Lease*" and together with this Second Amendment, collectively, the "*Lease Agreement*").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into the Amended Lease wherein the Landlord leased to the Tenant the office building located at 327 Montgomery Street, Syracuse, New York 13202 (Tax Map #102.-02-09.0) as more fully described on **Exhibit "A"** attached hereto; and

WHEREAS, the Landlord and the Tenant wish to amend the Amended Lease as set forth herein; and

WHEREAS, by resolution adopted on August 21, 2018, the Landlord authorized the amendments to the Amended Lease as set forth herein and the execution and delivery of this Second Amendment; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein set forth, the Landlord and the Tenant hereby agree to amend the Amended Lease as follows:

1. RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

2. AMENDMENTS.

Paragraph 2 of the Amended Lease is hereby deleted in its entirety and replaced with the following: "The term of this Lease shall be month-to-month, terminable by either party upon thirty (30) days prior written notice to the other. The parties agree that the thirty (30) day period prior to termination of the term need not expire on the last day of a month. This Lease shall commence on the 1st day of January, 2019 (the "*Commencement Date*") and continue month-to-month until either party terminates by written notice to the other (the "*Term*")."

Paragraph 3(a) and (b) of the Amended Lease are hereby deleted in their entirety and replaced with the following:

- (a) the sum of One Dollar (\$1.00) per month as rental for the Premises. The first rental payment shall be made on January 1, 2019, and each consecutive month thereafter for the duration of the Term hereof. These payments shall be made payable to the Landlord at its fiscal office located on the sixth floor at 201 East Washington Street, Syracuse, New York 13202.
- (b) upon execution of this Second Amendment, the any current or past water bill due on the Premises shall be paid in full on or before the Commencement Date and all future water bills, during the term hereof, shall be paid in full and on time."

Paragraph 18(a) of the Amended Lease is hereby amended to insert the words "Notwithstanding anything herein to the contrary" at the outset of the provision such that it appears before the words "In the event of a default..."

Paragraph 18(b) of the Amended Lease is hereby deleted in its entirety.

Paragraph 24 of the Amended Lease is hereby amended to provide the following address as and for counsel to the Landlord for purposes of notice:

"Bousquet Holstein PLLC
110 West Fayette St., Suite 1000
Syracuse, New York 13202-1190
Attn: Susan R. Katzoff, Esq."

3. NON-RECOURSE.

- (a) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Second Amendment and the other documents and instruments executed and/or delivered connected therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer, agent or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the this Agreement or the other documents and instruments executed and/or delivered connected therewith or any documents supplemental hereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Agency, or of any successor public benefit corporation or political subdivision, or any person executing this Agreement or the other documents and instruments executed and/or delivered connected therewith, either directly or through the Agency or any successor public benefit corporation or political subdivision, it being expressly understood that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Agency or of any such successor public benefit corporation or political subdivision, or any person executing this Second Amendment and the other documents and instruments executed and/or delivered connected therewith,

because of or by reason of the obligations, covenants or agreements contained in therein or implied therefrom.

Nothing contained herein shall be construed to increase in any material respect the rights of the Agency under the Amended Lease or decrease in any material respect the rights of the Agency thereunder.

4. AUTHORITY.

Each of the Landlord and the Tenant represents and warrants that it has the requisite power and authority to enter into and execute this Second Amendment.

5. EXECUTION.

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

6. RATIFICATION.

The Landlord and the Tenant agree that all of the other terms, covenants and conditions of the Amended Lease are hereby ratified and confirmed and, as herein modified and amended, shall remain in full force and effect, and each term, covenant and condition shall apply to this Second Amendment as if it were fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Second Amendment to Lease Agreement to be executed in their respective names, all being done as of the date first above written.

CITY OF SYRACUSE INDUSTRIAL

By: _____
Honora Spillane, Executive Director

THE MEDIA UNIT, INC.

By: _____
Walt Shepperd, Executive Director

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On the ____ day of _____, 2018, before me, the undersigned, a notary public in and for said state, personally appeared **HONORA SPILLANE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On the ____ day of _____, 2018, before me, the undersigned, a notary public in and for said state, personally appeared **WALT SHEPPERD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"
Legal Description

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on August 21, 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 LEASE; AND AUTHORIZING THE EXPENDITURE OF CERTAIN FUNDS TO PERFORM AN ASSESSMENT OF THE FACILITY

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, the Agency owns improved real property located at 327 Montgomery Street improved by a two story approximately 8800 square foot building (the "**Building**") constructed in

1906 which is located in the Columbus Circle National Register District (collectively with the Building, the "*Property*"); and

WHEREAS, since in or about 1996, the Agency has leased the Property to The Media Unit, Inc. (the "*Tenant*"), an organization providing hands on training for local teens in performance and production for television and stage (the "*Lease*"); and

WHEREAS, the Lease, as amended from time to time, is set to expire on December 31, 2018; and

WHEREAS, the Building has fallen into certain disrepair and the Tenant does not have the financial ability to undertake the repairs; and

WHEREAS, the Tenant is seeking a renewal of the Lease; and

WHEREAS, the Agency is desirous of determining the extent of the disrepair in the Building and to explore whether the Property has a higher and better use in furtherance of economic development; and

WHEREAS, to accomplish the foregoing, the Agency has determined that the retention of a third party to inspect and assess the Building and to identify and report upon the necessary improvements and related costs is required (the "*Engineer*"). For this purpose, approval in an amount not to exceed \$10,000 to be expended by the Agency is requested to retain such Engineer (the "*Expenditure*"); and

WHEREAS, it is further requested that the Agency enter into an amendment to the Lease (the "*Second Amendment*") on substantially the terms set forth in the Second Amendment presented at this meeting, to provide for the continuation of the Lease with the Tenant but on a month to month basis commencing January 2019; 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 action being taken by the Agency hereunder constitutes a "Type II" action as that term is defined under SEQRA, and therefore no further review is required; and

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

Section 1. It is among the purposes of the Agency to promote 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 in furtherance of the purposes of the Act.

Section 2. Based upon the foregoing, the Agency makes the following findings and determinations:

(a) The execution and delivery of the Second Amendment is hereby authorized and approved.

(b) The Expenditure and the retention of an Engineer, to provide a report on the assessment and related costs of necessary repairs to the Building, are hereby approved in accordance with any of the Agency's applicable policies and this Resolution.

(c) The Chairman, Vice Chairman, the 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 Second Amendment and any necessary retainer for the Engineer, as well as any and all other documents, agreements, certificates, instruments, or affidavits (collectively, the "***Documents***"), and to pay any such other fees, charges and expenses, or to make such other changes, omissions, insertions, revisions, or amendments to the Documents referred to 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.

Section 3. 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 4. Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Agency and others to prepare, for submission to the Chairman, Vice Chairman and/or Executive Director, all Documents necessary to effect the intent of this Resolution.

Section 5. 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 6. 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 August 21, 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 August, 2018.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)