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

To: Board of Directors
City of Syracuse Industrial Development Agency

From: Judith DeLaney

Date: October 11, 2019

Re: Board of Directors Meeting Agenda – October 15, 2019

The City of Syracuse Industrial Development Agency will hold a Board of Directors Meeting on **Tuesday, October 15, 2019 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 – 1

II. Roll Call – 2

III. Proof of Notice –3

IV. Minutes – 4

Approval of Minutes from the September 17, 2019 Board of Directors meeting.

V. Committee Reports – 5

Finance Committee – Michael Frame

VI. New Business –

300 Spencer Street, LLC - Judy DeLaney - 6

Approval of resolutions authorizing the Agency to act as Lead Agency for purposes of SEQRA and further authorizing a public hearing on the Project.

Attachments:

1. *Application for Financial Assistance.*
2. *Lead Agency Resolution.*
3. *PH Authorization Resolution.*

Steri Pharma LLC – Sue Katzoff – 8

Approval of a resolution authorizing a memorandum of understanding with the company relative to a delay in Project commencement.

Attachments;

1. *Staff Memo.*

2. *Correspondence.*
3. *Resolution.*

Addis Company LLC – Sue Katzoff – 9

Approval of a resolution authorizing an extension of both the Agency Leases and Sales Tax Appointment until December 31, 2020.

Attachments:

1. *Correspondence*
2. *Resolution.*

300 Washington Street LLC – Sue Katzoff – 10

Approval of a resolution authorizing an extension of the Sales Tax Appointment until April 30, 2020.

Attachments:

1. *Correspondence.*
2. *Resolution.*

Downtown Committee of Syracuse (DTCS) Cooperation Agreement – Judy DeLaney – 11

Approval of resolutions authorizing a reallocation of a portion of funding from an existing agreement in the amount of \$8891.00 as partial funding for additional security cameras and a new agreement to provide funding in an amount not to exceed \$146,460.00 annually for a period of two years for weekend and evening security and maintenance personnel.

Attachments:

1. *Correspondence.*
2. *Resolutions.*

Permitting Process Software Implementation - Judy DeLaney – 12

Approval of a resolution authorizing a cooperation agreement with the City of Syracuse in an amount not to exceed \$100,000.00 to pay for a portion of technology improvements associated with the City's revised permitting process improvements implementation.(Camino Technologies Inc.)

Attachments:

1. *Memo*
2. *Resolution.*

Syracuse Build – Judy DeLaney – 13

Approval of a resolution authorizing an agreement with Center State CEO to allocate funding in the amount not to exceed \$100,000.00 for a period of one year to support specific activities of the Syracuse Build program.

Attachments:

1. *Memo.*
2. *Resolution.*

Brownfields Assessment Coalition – Judy DeLaney – 14

Approval of an agreement between the Greater Syracuse Land Bank (GSLB), the Onondaga County Industrial Development Agency (OCIDA) and the Agency relative to grant funding awarded by the EPA for brownfield site investigation at sites located in the both the City and County and a memorandum of understanding between the Agency and the Land Bank relative to same.

Attachment:

1. *Agreement.*
2. *Resolution.*

Agency Budget – John Vavonese – 15

Adoption of a proposed budget for 2020.

Attachment:

1. *Proposed Budget.*

VII. Executive Session –

IX. Adjournment –

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

REVISED

PLEASE POST

PLEASE POST

PLEASE POST

PUBLIC MEETING NOTICE

THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

HAS SCHEDULED

A

BOARD OF DIRECTORS MEETING

FOR

TUESDAY OCTOBER 15, 2019

At 8:30 a.m.

IN THE

COMMON COUNCIL CHAMBERS

304 City Hall
233 East Washington Street
Syracuse, NY 13202

REVISED

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

Minutes
Syracuse Industrial Development Agency
Board of Directors Meeting
August 20, 2019

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

Staff Present: Judith DeLaney, Susan Katzoff, Esq., John Vavonese.

Others Present: Kristen Smith, Esq. (Corporation Counsel for the City of Syracuse)

I. Call Meeting to Order.

Mr. Frame called the meeting to order at 8:00 a.m.

III. Roll Call

Mr. Frame acknowledged that all Board members were present.

IV. Proof of Notice

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

V. Minutes

Mr. Frame asked for a motion to approve the minutes from the August 20, 2019 Board of Directors meeting.

Mr. Kinsey made the motion. Ms. Murphy seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED THE MINUTES FROM THE AUGUST 20, 2019 BOARD OF DIRECTORS MEETING.**

VII. Executive Session

Mr. Frame asked for a motion to adjourn to Executive Session to discuss a pending matter of litigation.

Ms. Murphy made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT**

UNANIMOUSLY APPROVED A MOTION TO ADJOURN TO EXECUTIVE SESSION AT 8:03 A.M.

Ms. Katzoff was excused from Executive Session.

The following motions were made and approved in Executive Session:

1. Mr. Frame asked for a motion to approve the transfer of Barclay Damon LLP's representation of the Agency in legal matters solely as it relates to litigation relative to Pyramid Company of Onondaga, LP. Ms. Murphy made the motion, Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED THE MOTION.**

2. Mr. Frame asked for a motion to approve the hiring of Bousquet, Holstein PLLC to represent the Agency forthwith as it relates to litigation relative to Pyramid Company of Onondaga, LP. Ms. Murphy made the motion, Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED THE MOTION.**

3. Mr. Frame asked for a motion relative to a request by Pyramid Company of Onondaga, LP to adjust legal bills relative to the eminent domain litigation matter. Ms. Murphy made a motion to deny the request. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO DENY THE REQUEST.**

There being no further discussion Mr. Frame asked for a motion to adjourn out of executive session. Mr. Brown made the motion Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN OUT OF EXECUTIVE SEESION AT 9:10 A.M.**

IX. ADJOURNMENT

There being no further business to discuss Mr. Frame asked for a motion to adjourn the meeting. Ms. Murphy made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN THE MEETING AT 9:12 A.M.**

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

EXECUTIVE SUMMARY

Agenda Item: 6

Title: 300 Spencer Street, LLC

Requested By: Judv DeLaney

OBJECTIVE: Approval of resolutions authorizing the Agency to act as Lead Agency for purposes of SEQRA and further 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 application for financial assistance from the Company for a Project at 300 Spencer Street, the former "Student One" bus garage in the Franklin Square area. The Company proposes the demolition of two existing buildings and the construction of a five story 100,000 sq. ft. building with an associated covered parking structure and additional parking to accommodate 500 cars to locate the local corporate headquarters of Bankers Healthcare Group. The cost of the Project is estimated to be \$39,664,000.00. The Company is requesting benefits from the Agency in the form of a mortgage sales tax exemption valued at \$210,000.00, a sales tax exemption benefit valued at \$800,000.00 and a PILOT Agreement utilizing the Agency's "Priority Industry" schedule value to be determined. The Company who currently employs 256 people in its Franklin Square projects an additional 250 jobs will be created as a result of this expansion.

ATTACHMENTS:

1. Application for Financial Assistance.
2. Lead Agency Resolution.
3. Public Hearing Resolution.

REVIEWED BY:

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

Meeting: October 15, 2019

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 Barclay Damon, LLP in the amount of \$2,500

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

Return to:

City of Syracuse Industrial Development Agency
333 W. Washington Street, Suite 130
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:	300 Spencer Street, LLC			("Applicant")
Mailing Address:	201 Solar Street			
City:	Syracuse	State:	NY	Zip: 13204
Phone:	3156714806	Fax:	3157285762	
Contact Person:	Jeremy Cali, Esq.			
Email Address:	jcali@bhg-inc.com			
Industry Sector:	Financial Services			
NAICS Code:		Federal Employer Identification Number:	84-1892676	

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
Albert Crawford	50%	201 Solar Street Syracuse, NY 13204	3156714100	albert@bhg-inc.com
Eric Castro	50%	10234 W. State Rd 84 Davie, FL 33324	9543326352	eric@bhg-inc.com

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

- Corporation
 Private Public

Date and Location of Incorporation/Organization: 05/28/2019, State of New York

- Partnership
 General Limited

If a foreign corporation, is the Applicant authorized to do business in the State of New York? Not Applicable

- Other Sole Proprietorship

- Limited Liability Company/Partnership

E. Applicant's Counsel:

Name:	Christopher Cali, Esq.			
Firm:	General Counsel-Bankers Healthcare Group, LLC			
Mailing Address:	201 Solar Street			
City:	Syracuse	State:	NY	Zip: 13204
Phone:	3156714115	Fax:	3153292983	
Email Address:	ccali@bhg-inc.com			

F. Applicant's Accountant:

Name:				
Firm:				
Mailing Address:				
City:		State:	NY	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

N/A

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

201 Solar Street Syracuse, NY

II. PROJECT INFORMATION

A. Project Location

Address:	300 Spencer Street	Legal Address (if different)	
City:	Syracuse		
Zip Code:	13204		
Tax Map Parcel ID(s):	117.-08-03.1		
Current Assessment:	\$858,000	Square Footage /Acerage of Existing Site:	233x504
Square Footage of Existing Building, if any:		Census Tract: (Please See Appendix E for Census Tracts)	1

B. Type (Check all that apply):

- | | |
|---|---|
| <input checked="" 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.

Please see attached conceptual site plan and maps.

We will demolish the two buildings currently on the property in preparation for the construction of a five story 100,000 square foot corporate headquarters for Bankers Healthcare Group. This building will have a 20,000 square foot print on the North corner of the property at Solar Street and Kilpatrick Street going up 5 floors, 20,000 square feet a piece. The building will face the inner harbor. Attached to the building will be a covered parking structure with the future possibility of expanding that structure with more floors up to 30,000 square feet.

There will be parking with approximately 500 parking spaces for our quickly expanding employees.

Bankers Healthcare Group is a company that provides innovative, hassle-free financial solutions to healthcare practitioners and other highly skilled professionals. Since 2001 BHG has provided more 4.5 billion in financial solutions to thousands of satisfied customers nationwide. BHG currently has over 500 employees with over 250 employees in Syracuse with plans to expand to over 500 in the next five years in Syracuse.

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?

N/A

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

Water	Onsite	Electric	Onsite
Sanitary/ Storm	Onsite	Private Roads	Onsite
Sewer Gas	Onsite	Telecommunication	Onsite

F. Zoning Classification: Please list the current zoning:

Current Zoning

Lake Front District

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?

N/A

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

N/A

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

Yes

No

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

1

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

01/15/2020

Construction Completion

09/01/2021

Date of Occupancy

09/01/2021

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	3,000,000
Site Work/Demo	1,000,000
Building Construction & Renovation	28,000,000
Furniture & Fixtures	3,000,000
Equipment	500,000
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	0
Engineering/Architects Fees	1,229,000
Financial Charges	0
Legal Fees	10,000
Other	1,425,000
Management /Developer Fee	1,500,000
Total Project Cost	39,664,000

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

Amount of capital the Applicant has invested to date:	3,000,000
Amount of capital Applicant intends to invest in the Project through completion:	6,000,000
Total amount of public sector source funds allocated to the Project:	4,000,000
Identify each public sector source of funding:	ESD Grant
Percentage of the Project to be financed from private sector sources:	90%
Total Project Cost	39,664,000

B. Financial Assistance sought (estimated values):

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

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

If yes, amount requested and name of lender:

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

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

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

If yes, Category of PILOT requested:

iv. Is the Applicant requesting any real property tax abatement that is **inconsistent** with the Agency's UTEP?
 Yes No

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

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

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

C. Type of Exemption/Abatement Requested:

Amount of Exemption/Abatement Requested:

<input checked="" type="checkbox"/>	Real Property Tax Abatement (PILOT)	15 year "Priority Commercial & Residential PILOT"
<input checked="" type="checkbox"/>	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	\$210,000.00
<input checked="" type="checkbox"/>	Sales and Use Tax Exemption (\$4% Local, 4% State)	\$800,000.00
<input type="checkbox"/>	Tax Exempt Bond Financing (Amount Requested)	
<input type="checkbox"/>	Taxable Bond Financing (Amount Requested)	

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

\$750,000.00

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

N/A

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:	256
Estimate the number of construction jobs to be created by this Project:	100
Estimate the average length of construction jobs to be created (months):	24 months
Current annual payroll at facility:	30,000,000 in Syracuse
Average annual growth rate of wages:	5%
Please list, if any, benefits that will be available to either full and/or part time employees:	Full health benefits, Dental, Vision, Fitness gym and trainers
Average annual benefit paid by the company (\$ or % salary) per FTE job:	12%
Average growth rate of benefit cost:	4%
Amount or percent of wage employees pay for benefits:	0%
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:	

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	Annual Salary	Estimated Number of FTE Jobs After Project Completion					
			End of Year 1	End of Year 2	End of Year 3	End of Year 4	Total New Jobs After 5 Years	Total Retained Jobs After 5 Years
Client Services	152	\$80,000	162	172	182	192	50	202
Management	65	\$65,000	85	105	125	145	100	165
Administrative	39	\$45,000	59	79	99	119	100	139
Total Jobs	256		306	356	406	456	250	506

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: N/A

V. Environmental Information

***An Environmental Assessment Form (EAF) MUST be completed and submitted along with this application. Please visit <https://www.dec.ny.gov/permits/6191.html> for the online EAF Mapper Application and EAF Forms.**

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

Yes No

If yes, please explain:

Two hot spots from previous oil tanks in the ground with moderate contamination in those areas

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

Yes No

If yes, please attach to this application.

VI. REPRESENTATIONS & AFFIRMATIONS BY THE APPLICANT

I hereby represent and warrant that I am [the CEO of the company/applicant] or [a person authorized to bind the company/applicant] and make the following representations and/or warranties and understand 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 2.

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 AC

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 AC

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 AC

I am the CEO or a person authorized to bind the company/applicant, and 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

300 Spencer Street, LLC

Signature of Officer or Authorized Representative



Name & Title of Officer or Authorized Representative

Robert Crawford, CEO

Date

10/10/2019

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

300 Spencer Street, LLC

Signature of CEO or a person authorized to bind the company/applicant



Name & Title of Officer or Authorized Representative

CEO

Date

10/10/2019

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. Judith Delaney
2. John Vavonese
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:

CEO

Date:

10/10/2019

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): <div style="text-align: right; font-size: 1.2em; margin-top: 5px;">300 Spencer Street, Syracuse, NY 13204</div>							
Brief Description of Proposed Action:							
Name of Applicant or Sponsor: <div style="text-align: center; font-size: 1.2em; margin-top: 5px;">300 Spencer Street, LLC</div>		Telephone:					
Address: <div style="text-align: center; font-size: 1.5em; margin-top: 5px;">201 Solar Street</div>		E-Mail:					
City/PO: <div style="font-size: 1.5em; margin-top: 5px;">Syracuse</div>		State: <div style="font-size: 1.5em; margin-top: 5px;">NY</div>	Zip: <div style="font-size: 1.5em; margin-top: 5px;">13204</div>				
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.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" 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:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action?		6 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 checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)							
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____							
<input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: Existing sewers _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <u>Some Residuals petroleum products will need remediation during construction</u> _____	NO	YES
	<input type="checkbox"/>	<input checked="" 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 checked="" 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?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

PRINT

APPENDIX C

Verification

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

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

_____ of 300 Spencer Street, LLC
(Title) (Applicant Name)

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



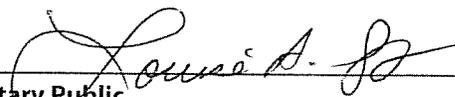
Applicant Representative's Signature

CEO

Title

Subscribed and sworn to before me this

7th day of October, 2019



Notary Public

Louise A. Stuenzi
Notary Public, State of NY
Qualified in Onondaga County
No. 01ST6008456
My Commission Expires June 8, 2022

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.)	

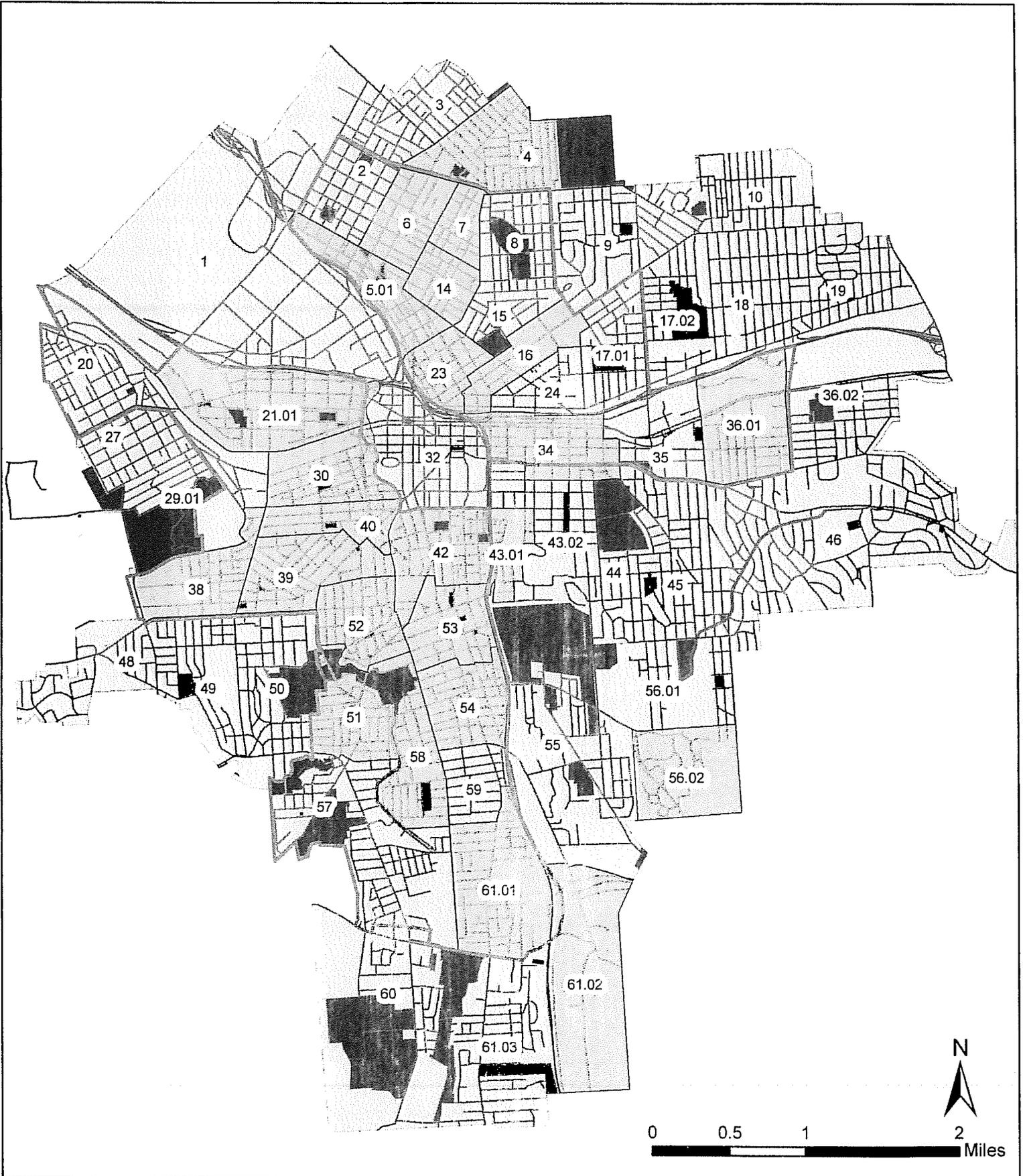
Post-Closing Items for Bond and Straight Lease Transactions:

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
- NDEA Boundaries

Map created 7/12/2016.

This map is for planning purposes only.
The City of Syracuse cannot guarantee its accuracy.



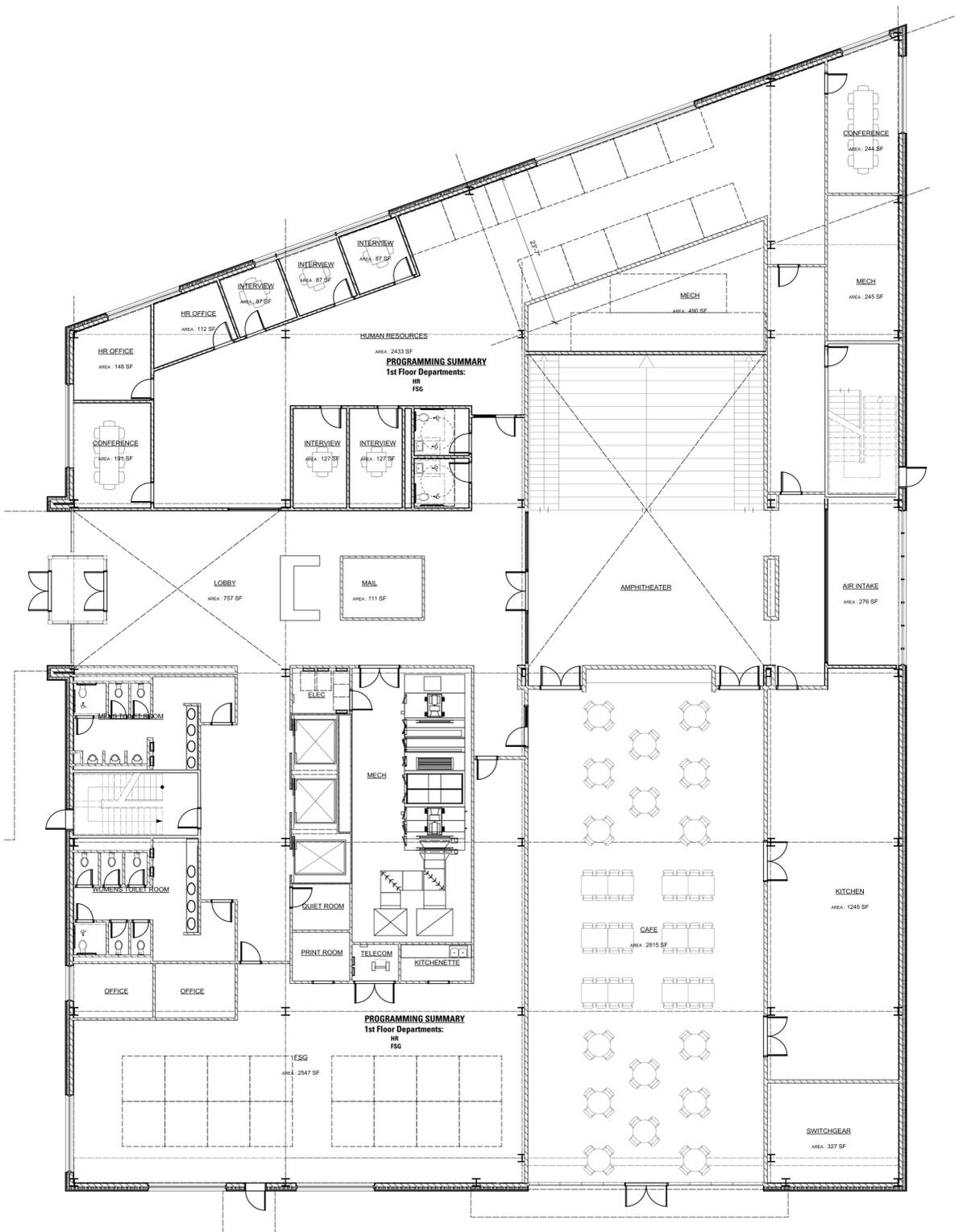
DIGITAL REPRODUCTIONS OF THESE DRAWINGS SHALL NOT BE POSTED TO WEB SITES WITHOUT THE DIRECT WRITTEN PERMISSION OF THE ARCHITECT. IT IS A VIOLATION OF THE STATE EDUCATION LAW FOR ANY PERSON, UNLESS UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THIS DOCUMENT IN ANY WAY. ALTERATIONS MUST HAVE THE SEAL AFFIXED ALONG WITH THE DESCRIPTION OF THE ALTERATION AND SIGNATURE AND DATE. COPYRIGHT ©.

MARK	DATE	DESCRIPTION

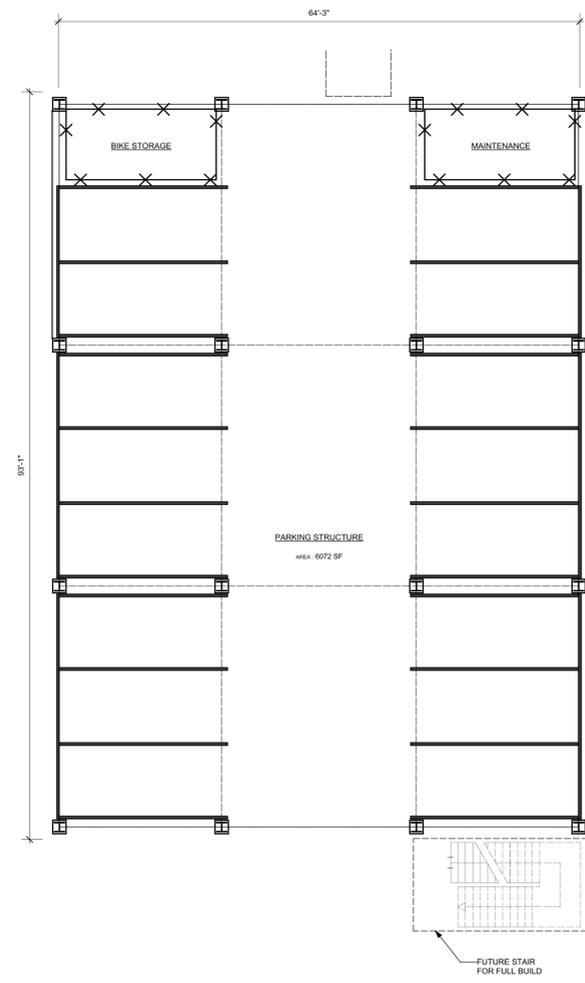
Issued for Zoning Submission
DRAWING DATE: 10/09/2019

SCALE: Sheet Scale

DRAWING TITLE:
**CONSTRUCTION PLAN -
FIRST + SECOND FLOOR**



A1
A1.01 FIRST FLOOR PLAN
Scale: 1/8" = 1'-0"



1
A1.01 PARKING STRUCTURE
Scale: 1/8" = 1'-0"

BANKERS HEALTHCARE GROUP
OFFICE BUILDING

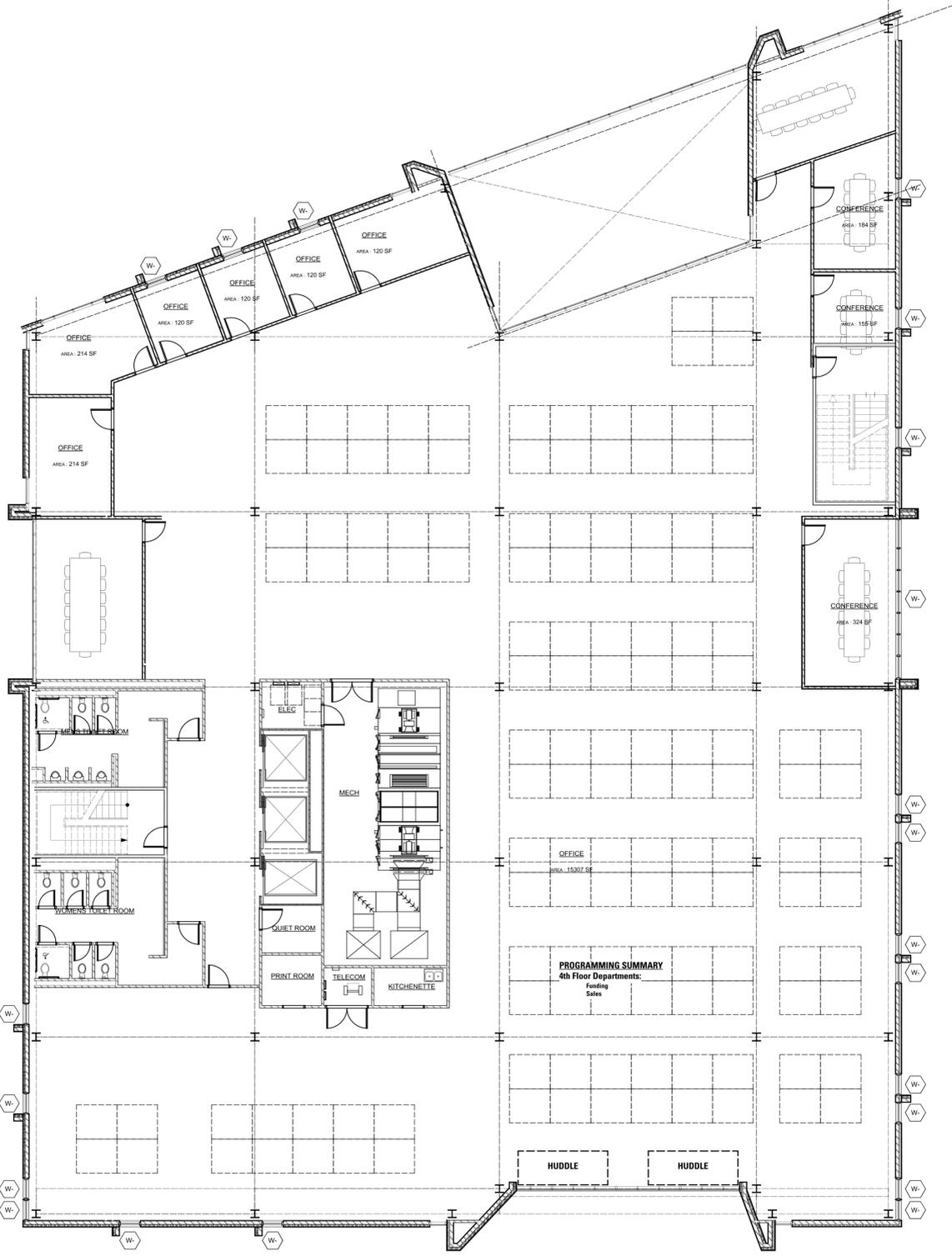
SOLAR STREET
SYRACUSE NY

KING + KING PROJ. NO.: 18-11-8774

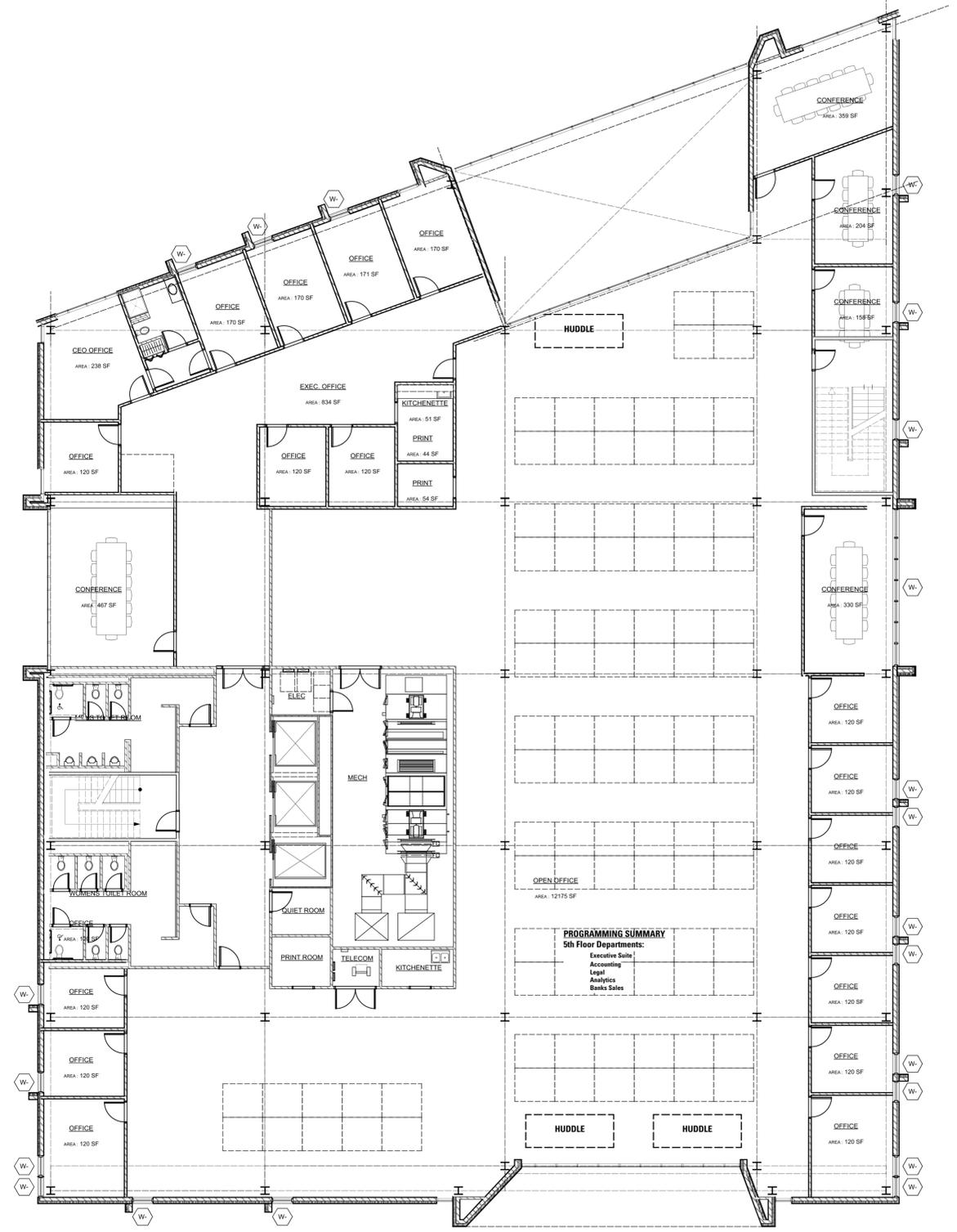
DIGITAL REPRODUCTIONS OF THESE DRAWINGS SHALL NOT BE POSTED TO WEB SITES WITHOUT THE DIRECT WRITTEN PERMISSION OF THE ARCHITECT. IT IS A VIOLATION OF THE STATE EDUCATION LAW FOR ANY PERSON, UNLESS UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THIS DOCUMENT IN ANY WAY. ALTERATIONS MUST HAVE THE SEAL AFFIXED ALONG WITH THE DESCRIPTION OF THE ALTERATION AND SIGNATURE AND DATE. COPYRIGHT ©.

MARK DATE DESCRIPTION
Issued for Zoning Submission
DRAWING DATE: 10/09/2019

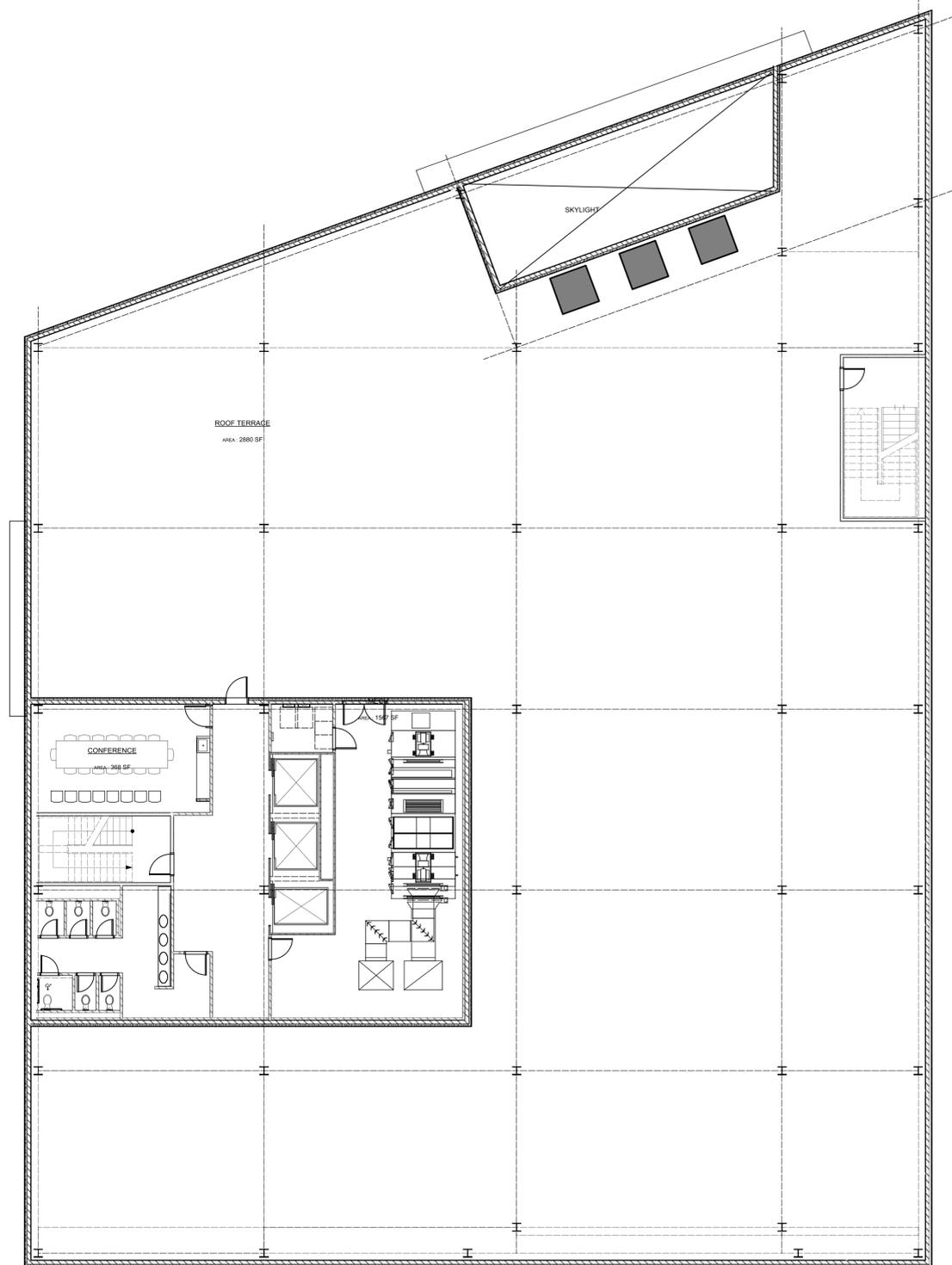
SCALE: Sheet Scale
DRAWING TITLE:
**CONSTRUCTION PLAN -
FIFTH + ROOF FLOOR**



1 FORTH FLOOR PLAN
Scale: 1/8" = 1'-0"



A1 FIFTH FLOOR PLAN
Scale: 1/8" = 1'-0"



A4 ROOF PLAN
Scale: 1/8" = 1'-0"

BANKERS HEALTHCARE GROUP
OFFICE BUILDING

SOLAR STREET
SYRACUSE NY

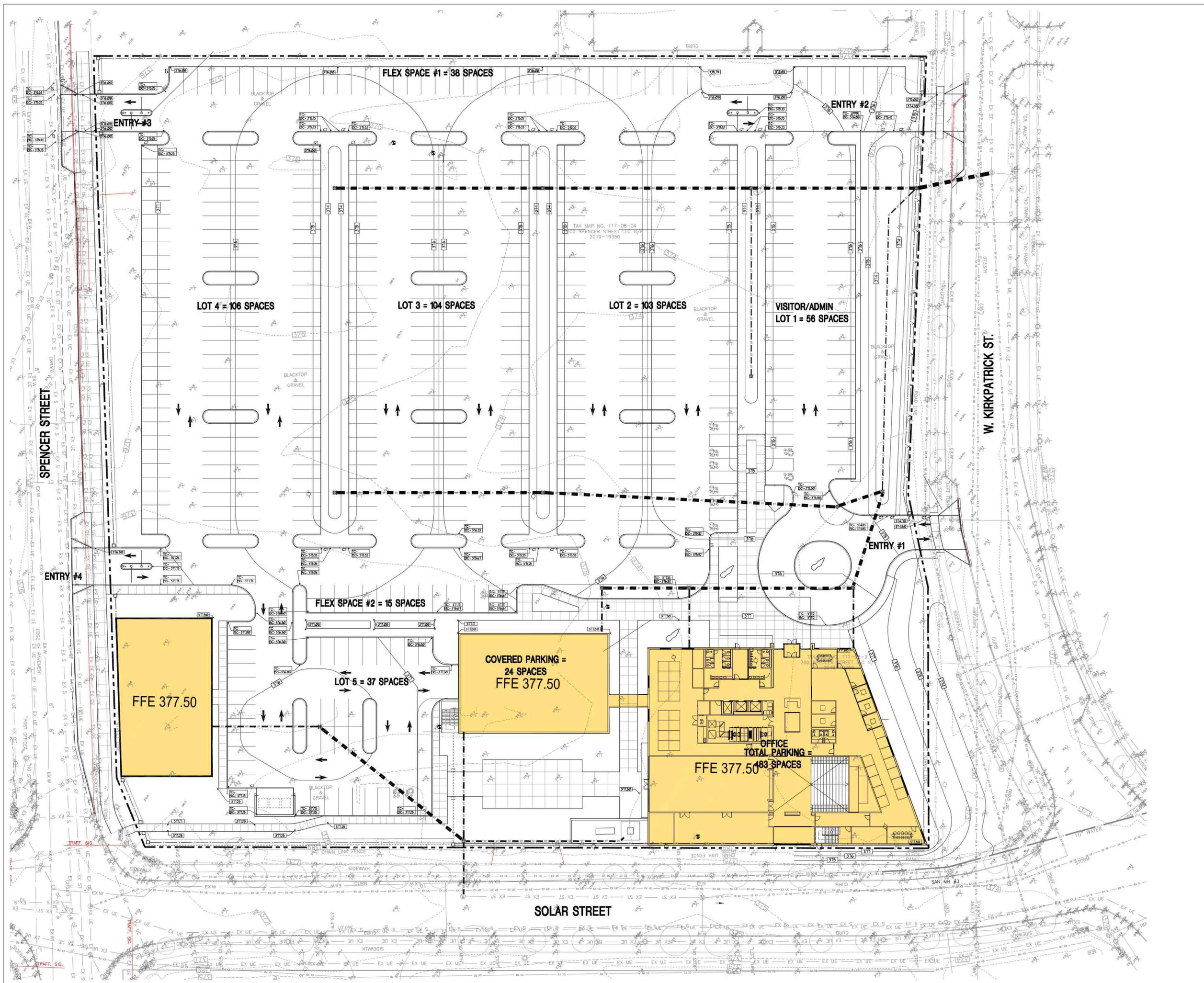
KING + KING PROJ. NO: 18-11-8774

DIGITAL REPRODUCTIONS OF THESE DRAWINGS SHALL NOT BE POSTED TO WEB SITES WITHOUT THE DIRECT WRITTEN PERMISSION OF THE ARCHITECT. IT IS A VIOLATION OF THE STATE EDUCATION LAW FOR ANY PERSON, UNLESS UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THIS DOCUMENT IN ANY WAY. ALTERATIONS MUST HAVE THE SEAL AFFIXED ALONG WITH THE DESCRIPTION OF THE ALTERATION AND SIGNATURE AND DATE. COPYRIGHT ©.

MARK DATE DESCRIPTION
DRAWING DATE: 10/09/2019

SCALE: Sheet Scale
DRAWING TITLE:

CONSTRUCTION PLAN -
FIRST GYM



Banker's Healthcare Group
New Office Construction

300 SPENCER ST. & SOLAR ST.
SYRACUSE, NY 13204

KING + KING PROJ. NO. _____



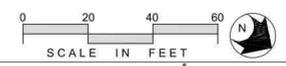
DIGITAL REPRODUCTIONS OF THESE DRAWINGS SHALL NOT BE POSTED TO WEB SITES WITHOUT THE DIRECT WRITTEN PERMISSION OF THE ARCHITECT.
IT IS A VIOLATION OF THE STATE EDUCATION LAW FOR ANY PERSON UNLESS UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THIS DOCUMENT IN ANY WAY. ALTERATIONS MUST HAVE THE SEAL AFFIXED ALONG WITH THE DESCRIPTION OF THE ALTERATION AND SIGNATURE AND DATE. COPYRIGHT ©.

MARK	DATE	DESCRIPTION
Issued for Bid		
DRAWING DATE:	08/30/2019	
DRAWN BY: VR	REVIEWED BY: SF	
SCALE: AS NOTED		
DRAWING TITLE:		

GRADING & DRAINAGE PLAN

L-200

1 GRADING, DRAINAGE AND UTILITY PLAN
L-200





SEQRA LEAD AGENCY RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019, 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:

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 October 7, 2019 (the "*Application*"), 300 Spencer Street 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 117,432 sq. ft. of improved real property located at 300 Spencer Street, in the City of Syracuse, New York (the "*Land*"); (ii) the demolition of two (2) existing buildings and the construction of a five-story, approximately 106,000 sq.ft. building consisting of commercial space to house the

corporate headquarters for Bankers Healthcare Group with an attached covered parking structure and an adjacent surface parking lot for an aggregate, approximately 500 vehicle parking spaces; and related site improvements, 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 estate taxes, 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, 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 October 15, 2019, 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 October, 2019.

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 applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Banker's Healthcare Group Office Building		
Project Location (describe, and attach a general location map): 300 Spencer St & Solar St. (Tax Map #117.-08-03.1; 117.-08-04.0)		
Brief Description of Proposed Action (include purpose or need): Construction of (1) new 106,000 sf office building in Inner Harbor Overlay District of City of Syracuse. Building use will consist of office for approximately 500 employees. Proposed site plan complies with T-5 zoning of the Inner Harbor District within the City of Syracuse. Site improvements include but are not limited to repaving existing asphalt parking lot, incorporating pedestrian walkways, improving storm-water facilities, and providing utility connections for proposed building. Right of way improvements within City of Syracuse ROW include but not limited to sidewalk reconstruction, city approved street lighting, on-street parking, and shade tree planting.		
Name of Applicant/Sponsor: Keplinger Freeman Associates (Scott Freeman)	Telephone: 315-445-7980	E-Mail: sf@keplingerfreeman.com
Address: 6320 Fly Rd. Suite 109		
City/PO: East Syracuse	State: NY	Zip Code: 13057
Project Contact (if not same as sponsor; give name and title/role): Same	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): 300 Spencer Street, LLC.	Telephone:	E-Mail:
Address: 201 Solar Street		
City/PO: Syracuse	State: NY	Zip Code: 13204

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 Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Syracuse Planning Commission	10/2019
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	OCWA, OCWEP, SIDA	12/2019
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SOCPA(239)	10/2019
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC	12/2019
h. Federal agencies <input type="checkbox"/> Yes <input 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? Yes No

- **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? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes 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?) Yes No

If Yes, identify the plan(s):

Inner Harbor Overlay District, Erie Canalway National Heritage Corridor, Onondaga Lake Watershed

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? Yes 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?
Parcels zoned T-5 Urban Center District within Inner Harbor Overlay district.
- 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? City of Syracuse School District
- b. What police or other public protection forces serve the project site?
City of Syracuse Police Department
- c. Which fire protection and emergency medical services serve the project site?
City of Syracuse Fire Department - Station 2 & 5
- d. What parks serve the project site?
Inner Harbor, Onondaga Creekwalk, Franklin Square Park

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)? Commercial
- b. a. Total acreage of the site of the proposed action? _____ 6.19 acres
b. Total acreage to be physically disturbed? _____ 6.19 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 7.76 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)? % _____ Units: _____
- 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)
Commercial Lot Line adjustment
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? 1
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____
- e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ 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.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 2
 ii. Dimensions (in feet) of largest proposed structure: 76' height; 130' width; and 180' length
 iii. Approximate extent of building space to be heated or cooled: 106,000 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: Stormwater Management
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: Surface Runoff, Stormwater
 iii. If other than water, identify the type of impounded/contained liquids and their source.
N/A
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: .5 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):
Earth Fill

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 the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the 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: _____ 7,500 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 Department of Water
- 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), what is the 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: Onondaga County Dept. of Water Environment Protection - City of 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 a 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 4.894 acres (impervious surface)
 _____ Square feet or 6.18 acres (parcel size)
- ii. Describe types of new point sources. Roof Drains, Pipes, Swales
- 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)?
On-Site Stormwater Management Facility
- If to surface waters, identify receiving water bodies or wetlands: _____
 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the 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 Hydroflouorocarbons (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 truck trips/day and type (e.g., semi trailers and dump trucks): _____
1 visit per week for garbage trucks

iii. Parking spaces: Existing _____ N/A _____ Proposed approx. 500 Net increase/decrease +500

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: _____
N/A

vi. Are public/private transportation service(s) or facilities available within 1/2 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.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7 am - 5pm • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7 am - 5 pm • Saturday: _____ On occasion • Sunday: _____ On occasion • Holidays: _____
---	---

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 the 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:
Parking Lot Fixtures not to exceed City regulation, Walkway Lighting. All lighting will face downward and be Dark Sky compliant.

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 the 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 : _____ 1.0 tons per _____ week (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: Recycling dumpsters will be available for use

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

 • Operation: Weekly Garbage Truck pickups.

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 the 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:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	6.18	4.894	-1.516
• Forested	n/a		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	n/a		
• Agricultural (includes active orchards, field, greenhouse etc.)	n/a		
• Surface water features (lakes, ponds, streams, rivers, etc.)	n/a		
• Wetlands (freshwater or tidal)	n/a		
• Non-vegetated (bare rock, earth or fill)	n/a		
• Other Describe: <u>Lawn and Plant Beds</u>	0	1.516	+1.516

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:
Inner Harbor Industrial Zone in late 1800 to early 1900s.

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): 9205672, 9713088
 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): V00588, C734089, C734088A, 734020, C734136, C73...
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
Reported spills have been cleaned up. Spills on adjacent properties are in varying stages of clean up.

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 ft. 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 ft. feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 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 Onondaga Lake 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: _____

m. Identify the predominant wildlife species that occupy or use the project site: Urban wildlife _____ _____ _____	_____ _____ _____
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
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 If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____	
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 If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ Fishing	
E.3. Designated Public Resources On or Near Project Site	
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 If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
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 If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
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 If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No
 If Yes:
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
 ii. Name: Enlarged Erie Barge Canal Nominated by NPS (2014)
 iii. Brief description of attributes on which listing is based:
Transportation Network of 1800s

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? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No
 If Yes:
 i. Describe possible resource(s): _____
 ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No
 If Yes:
 i. Identify resource: Onondaga Lake
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Empire State Canal System
 iii. Distance between project and resource: _____ >1 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No
 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? Yes No

F. Additional Information

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

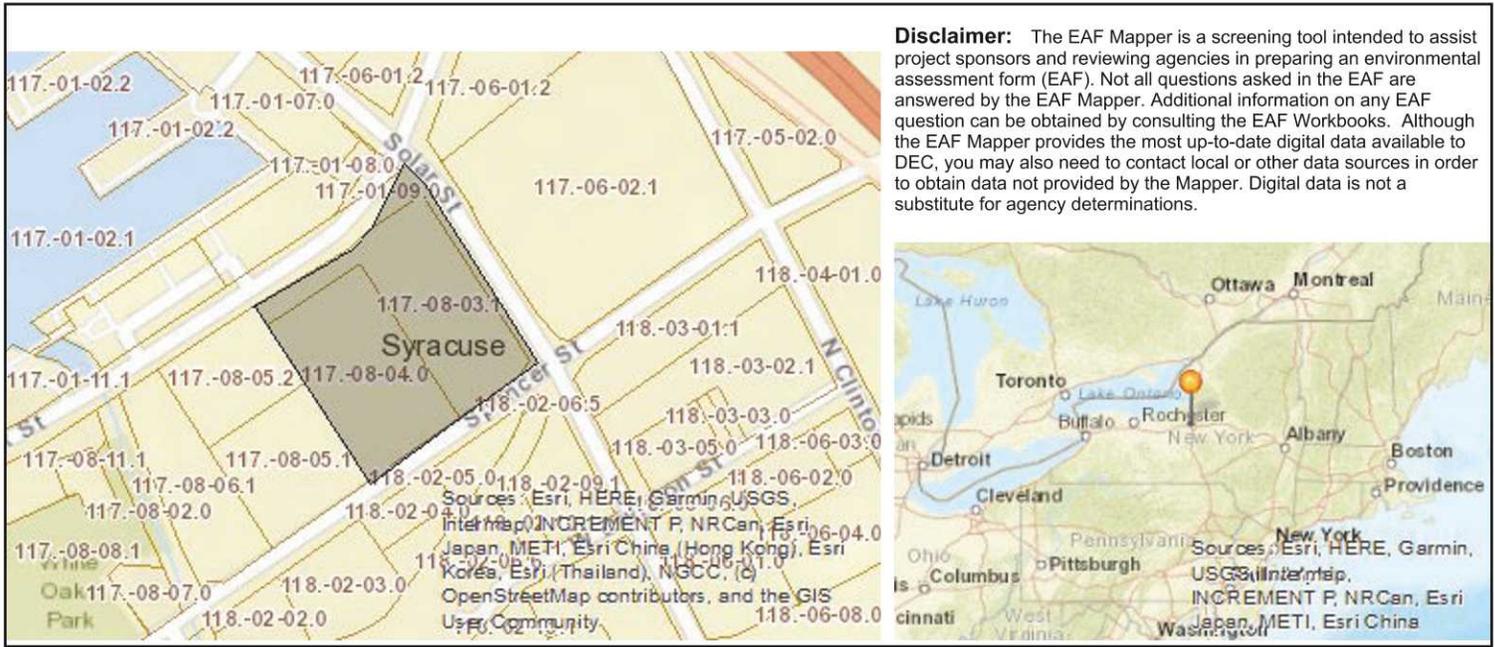
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Scott Freeman Date 10/08/2019

Signature Scott L. Freeman Title Landscape Architect



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00588, C734089, C734088A, 734020, C734136, C734137, C734143
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Enlarged Erie Barge Canal Nominated by NPS (2014)
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019, 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:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION, 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

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 October 7, 2019 (the “*Application*”), 300 Spencer Street 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 117,432 sq. ft. of improved real property located at 300 Spencer Street, in the City of Syracuse,

New York (the “**Land**”); (ii) the demolition of two (2) existing buildings and the construction of a five-story, approximately 106,000 sq.ft. building consisting of commercial space to house the corporate headquarters for Bankers Healthcare Group with an attached covered parking structure and an adjacent surface parking lot for an aggregate, approximately 500 vehicle parking spaces; and related site improvements, 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 estate taxes, 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, 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 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, 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 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 Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act;

(C) 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 and mortgage recording tax; and

(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:

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 October 15, 2019, 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 October, 2019.

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: Steri-Pharma LLC

Requested By: Judv DeLaney

OBJECTIVE: Approval of a resolution authorizing a memorandum of understanding with the company relative to a delay in Project commencement.

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:

See attached correspondence form the Company and staff memo.

ATTACHMENTS:

1. Correspondence.
2. Memo.

REVIEWED BY:

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

Meeting: October 15, 2019

Prepared By: J.A. DeLaney

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

October 11, 2019

Memorandum To: SIDA Board of Directors

From: Judy DeLaney

Re: Steri –Pharma, LLC

Background:

As the Board members may recall Steri-Pharma LLC was approved for benefits from the Agency in May of 2017 for a Project that proposed the construction of a new 18,500 square foot building addition to the existing 73,000 sq. ft. facility. Included was the planned construction of new clean rooms, sterile production and filling rooms and warehouse space along with site improvements including stabilization of a retaining wall along Onondaga Creek, utility work and a covered corridor to connect the two buildings. Cost of the Project was estimated to be \$50,000,000.00 with benefits approved in the form of exemptions from sales and use tax (\$712,971.52), a mortgage recording tax exemption (\$378,000) and a 15 Year PILOT agreement with a benefit of \$694,633.12. At the time of its application, the Company employed 48 FTEs. The Company projected job creation of 82 full time jobs within the first five years of completion of the Project.

Additionally in December of 2017 the Company and the Agency entered into agreement in which the Company agreed to repair the retaining wall and related infra structure on its parcels and the public right of way along Onondaga Creek at a cost of \$1,671,773.00. In return the Agency agreed to reimburse the Company \$331,317.00 (Agency Project Fee) when the work was completed in recognition of the fact the work benefited both the preservation of the public right of way and elimination of hazardous conditions in that area of the creek.

After the creek work was completed the project closing occurred on March 16, 2018.

As previously discussed in both Company correspondence (9/26/19) and in a meeting with the Company (Finance Committee Meeting (10/7/19), the Project has been delayed due to fluctuations in the market which has delayed the Company's customer from committing to increased production. The sales and mortgage tax exemption benefits have not been used and the sales tax exemption benefit has since expired. The PILOT agreement went into effect July 1, 2019 however the Company has not received a property tax abatement as no improvements to the building have occurred. As such, the effect is a net zero as they are paying 100% of the real property taxes owed on the existing facility under the PILOT.

In the interim the Company indicates it has continued hiring and training employees and currently has 79 full time persons working at the site an increase of 39 employees over the original 48” employees reported at the time of application.

At the Finance Committee meeting the Company advised although a start date has yet to be established it hopes to have a start date prior to the end of the first quarter of 2020.

Recommendation:

After a review of the history of the project with counsel, including the substantial investment the Company made in repairs along Onondaga Creek and its continued growth in hiring and training staff the Finance Committee approved a motion to recommend the Board of Directors enter into a memorandum of understanding with the Company as follows: (i) if the Project has not started construction by March 30, 2020 the Agency will terminate its interests in the Project (including the PILOT); or (ii) if the Project does commence prior to March 30, 2020, the parties will enter into an amendment of the PILOT agreement to insure the Company receives the full 15 year PILOT abatement period. The Company will report on its progress to the Agency at the end of December 2019 and again at the end of February 2020.

Ms. Judith Delaney, Economic Development Specialist
City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
jdelaney@syrgov.net

26 September 2019

**Re: City of Syracuse Industrial Development Agency
Steri-Pharma, LLC Project
September Update on Expansion Project**

Dear Ms. Delaney

First and foremost, let me once again thank the City of Syracuse, the Syracuse Industrial Development Agency, and you for your support and patience with our project.

While I would love nothing more than to tell you Steri-Pharma has received the formal go-ahead from our customer; I am not. Steri-Pharma met with our customer on September 13th to review the now complete Basis-of-Design (BOD) phase of the re-design work. While it is Steri-Pharma's hope that we will get the official go ahead to begin construction of the new product line and expansion in the 4th quarter of 2019, we are reluctant to make that commitment given the customer's past performance.

In our May 30 letter to you, we explained the Expansion Project was delayed for a couple of reasons. One of the reasons for the delay was Steri-Pharma's improvement to the process via new and advanced isolation technologies. The new production line that Steri-Pharma originally planned on constructing changed and needed to be re-designed. This re-design work was authorized by the customer, but due to the complexity of the line and coordination with all of the equipment vendors and our design contractors, the BOD design phase process took a longer than we anticipated and was only recently completed (last week). We want to assure you that Steri-Pharma is very much committed to the Syracuse area and expanding our site. We are confident that when our customer approves the expansion it will occur on our site; unfortunately, we just don't know when.

We will continue to keep you updated as we meet with our customer and things progress. It is important to note, Steri-Pharma continues to increase its staff in preparation for the new line. Steri-Pharma has continued hiring and training employees and currently has 79 full time persons working at the site in Syracuse; an increase of 65% from the original 48.

Steri-Pharma appreciates the relationship and partnership that SIDA provides our company and we are excited about continuing to work with you to grow our facility and employment opportunities for City of Syracuse residents. I look forward to continuing to work with you on this project and look forward to providing you another update in November following our meeting with the customer.

Please let me know if you would like to discuss this further and address how we should move forward with our current PILOT program. In the interim please feel free to reach out with any further questions. If we have any important updates before November, we will reconnect with you immediately.

Sincerely,



Andrew J. Mather
Plant Managing Director
Steri-Pharma, LLC
amather@steri-pharma.com

cc: Alessandro Broggi
Vincent Durante
Wendy S. Lougnot - Costello, Cooney and Fearon, PLLC
Sarah Stephens – SS Funding & Procurement Resources, LLC

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019 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:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

RESOLUTION AUTHORIZING THE AGENCY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COMPANY IN CONNECTION WITH A COMMERCIAL PROJECT PREVIOUSLY 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, by resolution adopted on May 16, 2017 (the "*Inducement Resolution*"), the Agency approved the undertaking of a project (the "*Project*") at the request of Steri-Pharma, LLC (the "*Company*") consisting of: (A)(i) the acquisition of an interest in approximately 2 acres of real property improved by an approximately 73,000 sq. ft. building (the "*Existing Building*") located at 429 South West Street, in the City of Syracuse, New York ("*Parcel 1*") and approximately 8,100 sq. ft. of unimproved land located at 100 Tully St, in the City of Syracuse, New York ("*Parcel 2*" and together with Parcel 1, collectively the "*Land*"); (ii) the construction of a new approximately 18,500 square foot building on Parcel 1 to create a second

sterile powder filling line and increase warehouse capacity through the construction of new clean rooms, sterile production and filing areas, all for use in antibiotic manufacturing (the "**New Building**"); (iii) renovations to the Land consisting of improvements to utilities including slip-lining of a main sewer trunk; repair of retaining wall which supports the Existing Building; construction of a covered corridor to connect the Existing Building and the New Building, all located on the Land (collectively, the "**Facility**"); and (iv) 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 (except 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, 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, by resolution adopted September 19, 2017, the Agency approved the dedication of all or a portion of its administrative fee (to the extent remitted by the Company) otherwise earned on the Project to pay for the costs of the infrastructure work associated with the foregoing in an amount equal to the lesser of: (i) the total cost of the infrastructure work as evidenced by invoices and receipts; or (ii) the Agency's administrative fee, actually paid to the Agency, associated with the Project in an amount not to exceed \$333,177.00 (this figure represents the Agency's total administrative fee); and

WHEREAS, on December 1, 2017, the Company and the Agency entered into an infrastructure agreement (The "**Infrastructure Agreement**"), pursuant to which the Company was permitted to undertake work necessary to repair the retaining wall and the related infrastructure on both Parcel 1 and Parcel 2, some or all of which was located in the public right of way along Onondaga Creek (the "**Infrastructure Work**"). The Company completed the Infrastructure Work totaling \$1,671,773. The Agency reimbursed the Company \$331,317; and

WHEREAS, on March 16, 2018, the Company and the Agency closed on the Project and executed the necessary lease transactional documents. The Company was granted \$712,971.52 in sales and use tax exemptions (the "**Sales Tax Award**"); \$378,000 in mortgage recording tax exemptions; and a 15 year payment in lieu of tax benefits ("**PILOT**") resulting in savings on the construction and renovation in the amount of \$694,633.12 over 15 years. The PILOT went into effect on July 1, 2019. Per the application, the total project costs were estimated at \$50,165,986; and

WHEREAS, the Company has advised the Agency's Finance Committee that the Project has been delayed due to delayed volume commitment and the tightening of Federal and global regulatory requirements. The Company met with its customer to review the sales growth and volume commitment and expect to receive the official go ahead to begin construction of the new product line and expansion by the first quarter of 2020; and

WHEREAS, the Company advised that since its April 2017 application to the Agency, it has invested over \$500,000 in the existing line and facility to ramp up for the installation of a new production line and has hired 21 new full time equivalent employees towards its hiring commitment; and

WHEREAS, the Company's sales and use tax benefit expired April 30, 2019. The Company has used \$0.00 of the Sales Tax Award to date. While the PILOT has commenced, because the Project has not commenced, the Company is paying the equivalent of real property tax on the existing facility; and

WHEREAS, the Agency is seeking approval to enter into a memorandum of understanding ("**MOU**") with the Company to address the delay in commencement of the Project. The terms of the MOU will include, but are not limited to: (i) the Company commencing the Project on or before March 30, 2020; (ii) if the Company fails to commence by March 30, 2020, the Agency will reconvene and consider terminating and/or recapturing any and all benefits conferred to the Project; and (iii) if the Project commences by March 30, 2020 then, the Agency will consider amending the PILOT to delay the start date of the benefit period, but the benefit period will not be extended. The Company shall agree to report to the Agency by December 31, 2019 and again by February 28, 2020 with an update on the status of the Project.

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 hereby makes the following findings and determinations:

(a) The Agency's participation in the MOU will not result in a change to the Project as originally considered and therefore no further SEQRA review or action is required; and

(b) The Agency has the authority to, and hereby does, approve the execution, preparation and delivery of the MOU. The (Vice) Chairman and/or 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 prepare, negotiate, execute and deliver the MOU, or take any other action required to carry out the intent of, this Resolution upon the advice of counsel, and to execute and deliver 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 herein as the (Vice) Chairman deems appropriate, 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. The execution thereof by the (Vice) Chairman or Executive Director constitutes conclusive evidence of such approval.

(2) As a condition precedent to the Agency's participation in the MOU as set forth herein, the Company will submit to the Agency the appropriate administrative fee, including the Agency's legal fees associated with the MOU and all proceedings to date; the Company

shall execute and deliver the MOU and shall provide proof of insurance as required under the Agency Lease as well as any additional certificates or documents required by the Agency.

(3) Should the Agency's participation in the MOU or any related documents 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 MOU, 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.

(4) 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.

(5) The Secretary and/or the Executive Director of the Agency is 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.

(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 October 15, 2019, 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 October, 2019.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Rickey T. Brown, Secretary

(SEAL)

City of Syracuse
Industrial Development Agency
201 East Washington St, 7th Fl
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

EXECUTIVE SUMMARY

Agenda Item: 9

Title: Addis Building LLC

Requested By: Sue Katzoff

OBJECTIVE: Approval of a resolution authorizing an extension of the Agency Lease and Sales Tax Appointment for the Project until December 31, 2020.

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 to undertake the Project in late 2016. Mortgage and sales tax exemptions valued at \$32,500.00 and \$222,890.00 respectively were approved for the gut renovation of the former Addis Company Dept Store at 449-453 S. Salina St. The conversion is slated to be a mixed commercial/residential use facility containing two floors of commercial/retail space with the upper three floors to contain 18 one bedroom residential units at an estimated cost of \$5,572,246.00. The Project closed with the Agency in March of 2018 and has experienced a number of delays in construction. It is now estimated to be completed by December 31, 2020 and the Project owners are requesting both an extension of the Agency agreement and Sales Tax appointment now due to expire December 31, 2019 to that date. No increase in benefits is requested. The Company reports that to date they have used \$39,898.00 of the approved sales tax benefit leaving an unused sales tax abatement of \$182,992.00.

ATTACHMENTS:

1. Correspondence.
2. Resolution.

REVIEWED BY:

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

Meeting: October 15, 2019

Prepared By: J. A. DeLaney

DeLaney, Judith

To: DeLaney, Judith
Subject: FW: J191001 IDA exemption FW: Addis SIDA

From: Timothy Lynn [<mailto:tim@dts-law.com>]
Sent: Tuesday, October 1, 2019 9:05 PM
To: Katzoff, Susan R.; Michael Stanczyk
Cc: DeLaney, Judith; McRobbie, Lori L.; Joseph Gehm
Subject: RE: J191001 IDA exemption FW: Addis SIDA

Sue –

Our sales tax use:

2017 - \$28,140
2018 - \$11,758
Total - \$39,898

I believe our cap amount is \$222,890.

Thanks!

From: Timothy Lynn [<mailto:tim@dts-law.com>]
Sent: Monday, September 30, 2019 1:57 PM
To: Katzoff, Susan R.; Michael Stanczyk
Cc: DeLaney, Judith (JDeLaney@syrgov.net); McRobbie, Lori L.; Joseph Gehm
Subject: Re: J191001 IDA exemption FW: Addis SIDA

Sue -

The short answer is that, on January 9, 2019, when I submitted the request for the extension to 12/31/2019, a building permit application had already been submitted to the City and, with a construction period of 6-8 months, it appeared that we would be done by 12/31/2019. However, our building permit did not get issued until 8/19/2019. We could not start until the permit was issued.

The long answer is that we originally were the winning bidder with the Land Bank in June 2014. The prior owner sued and held up the sale to us until June 2016. In those two years, the building deteriorated significantly and dangerously. The first phase of the project consisted of emergency building repairs (masonry work to keep bricks from falling onto neighboring properties and walkways, environmental remediation, and replacing the steel structure and roof deck). The second phase of the project was core and shell. We could not apply for a full permit until we obtained a clear easement for egress out the back of the building. However, we were able to get a core and shell permit and we completed all the exterior and interior structural and façade work.

In the meantime, we worked on reaching an agreement on an easement with neighboring property owners. We obtained that easement in November 2018. We modified our permit drawings to reflect the terms of the easement and submitted a building permit application on December 17, 2018. The only reason we are just getting started on the final phase of the project is because the building permit did not get issued until August.

As you can see from the above information, it has not been easy or simple to get to the point where the project could lawfully be completed. It is also the reason this has come in front of the board several times -- we kept the project

moving by doing such work as was legally permissible: first, demo, abatement and emergency repairs; second, building core and shell; and, third, we are completing the interior buildout.

I do not know the reasons for the delay in issuance of the permit. To my knowledge there have not been any significant changes in the plans. It is a complex project that would require close review and there may have been changes in City personnel. However, in January 2019, consulting with our architect and his discussions with the City, we fully expected a building permit would be issued promptly. It just took a long time to get to permit issuance.

Please let me know if you need more information or clarification.

Best regards,
Tim

Timothy M. Lynn
Managing Member
Lynn D'Elia Temes & Stanczyk LLC
Morrisroe Lynn Development LLC
100 Madison Street
Tower 1 - Suite 1905
Syracuse, New York 13202
Office: (315) 766-2118
Cell: (315) 729-4690

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019 at 8:15 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:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

RESOLUTION APPROVING AN EXTENSION OF THE TERM OF THE LEASES BETWEEN THE AGENCY AND THE COMPANY AND THE SALES TAX APPOINTMENT OF ADDIS BUILDING LLC AS AGENT OF THE AGENCY UNTIL DECEMBER 31, 2020; AND AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS

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

WHEREAS, at the request of Addis Building LLC (the “*Company*”), by resolution dated December 20, 2016 (the “*Inducement Resolution*”) the Agency agreed to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 7,500 square feet of real property improved by an existing approximately 37,500 square foot building (the “*Building*”) located at 449-53 South Salina Street, in the City of Syracuse, New York (the “*Land*”); (ii) the renovation of the Building as follows: (a) approximately 22,500 square feet containing approximately 18 one-bedroom apartment units on floors 3-5; (b) approximately

7,500 square feet of commercial space on the second floor; and (c) approximately 7,500 square feet of retail space on the first floor, 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 (except 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, 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, in March 2018, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Project and the conference of the approved Financial Assistance (the "**Lease Transaction**"). As part of the Lease Transaction for purposes of undertaking and completing the Project Facility, the Company was appointed as the agent of the Agency through February 1, 2019 (the "**Appointment**"), and was awarded an amount not to exceed \$222,890 in exemptions from State and local sales and use tax (the "**Exemption**"); and

WHEREAS, at the Company's request, by resolution adopted January 15, 2019, the Agency approved an extension of the term of the leases between the Agency and the Company (the "**Leases**") and an extension of the Company's sales tax appointment agent status through and including December 31, 2019 (the "**First Extension**"); and

WHEREAS, the first phase of the Project consisted of emergency building repairs (masonry work to keep bricks from falling onto neighboring properties and walkways, environmental remediation, and replacing the steel structure and roof deck); and

WHEREAS, the Company advised that it could not apply for a full permit until they obtained a clear easement for egress out the back of the building. The Company reached an agreement for an easement with neighboring property owners in November 2018. The Company modified their permit drawings to reflect the terms of the easement and submitted a building permit application on December 17, 2018. The building permit was issued in August 2019; and

WHEREAS, for the reasons outlined herein, the development was delayed resulting in the Company's request for a further extension of their Appointment and the Leases from to December 31, 2019 to December 31, 2020 to provide them an opportunity to complete the Project (the "**Second Extension**"); and

WHEREAS, as of December 31, 2018 the Company had realized \$39,898 in State and local sales and use tax exemptions leaving a balance in the amount of \$182,992 of unused exemption remaining available for the Project (the "**Remaining Exemption**"). The Company is not requesting any additional financial assistance; and

WHEREAS, in connection with the Second Extension, the Leases will need to be amended to extend their term coterminous with the Second Extension period (the "*Amendments*"); and

WHEREAS, there is no payment in lieu of tax agreement associated with this Project; and

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

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

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

(a) The granting of the Second Extension and Amendments do not require reconsideration or further review by the Agency under SEQRA.

(b) The Agency authorizes the Second Extension and the Amendments for purposes of completing the Project through and including December 31, 2020, conditioned upon the Company: (i) representing and warranting that there are no events of default under any of the documents executed and delivered by the Company in conjunction with the Lease Transaction, including but not limited to a company lease, an agency lease, a project agreement and an environmental compliance and indemnification agreement, each dated as of March 1, 2018 (collectively, the "*Lease Documents*"); (ii) confirming that all insurance executed and delivered in conjunction with the Project and the Lease Transaction remains in full force and effect all in accordance with the Lease Documents and will submit to the Agency proof of insurance naming the Agency as an additional insured pursuant to the Agency's requirements under the Lease Documents; (iii) submitting to the Agency any applicable information requested by the Agency with respect to the Second Extension and the Amendments so that they can accurately track and report Project and Financial Assistance information as required under the Act; (iv) submitting any applicable administrative fees and all legal fees incurred by the Agency in exchange for the Agency's grant of the Second Extension and the Amendments; and (v) submitting any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

(2) The Agency is authorized to execute all documents necessary to effectuate the Second Extension and the Amendments (collectively, the "*Extension Documents*") including but not limited to revisions or amendments of the Lease Documents, issuance of a new Sales Tax Appointment Letter and an amendment or extension of the appropriate "IDA Appointment of

Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each of the Company and any sub-agents in accordance with the Lease Documents; and each the Chairman, the Vice Chairman and/or the Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the documents, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein as the (Vice) Chairman deems appropriate. The execution thereof by the Chairman, the Vice Chairman and/or the Executive Director constitutes conclusive evidence of such approval.

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

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

(5) 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.

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

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

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

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on October 15, 2019, 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 October, 2019.

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: 10

Title: 300 Washington St LLC

Requested By: Sue Katzoff

OBJECTIVE: Approval of a resolution authorizing a retroactive extension of the Sales Tax Appointment on the Project until April 30, 2020.

DESCRIPTION:

Direct expenditure of fund: Yes No

Type of financial assistance requested

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

SUMMARY: In November of 2018 the Board of Directors approved benefits for the reconstruction and renovation of the 337,000 sq. ft. former NYNEX building at 300 East Washington St. The Project closed in December of 2018. The Company proposed a mixed use commercial residential project with a first floor (20,000 sq. ft.) of retail space and the upper floors (2-10) to residential units. Cost of the Project was estimated to be \$35,087,000. Benefits approved included a mortgage tax exemption valued at \$263,152.50, a sales tax exemption valued at \$1,329,120.00 and a standard 10 year PILOT agreement with a savings of \$4, 002,697.00. The Agency has received correspondence from the Company requesting a retroactive extension of the Sales Tax Appt. Appt. for the Project until April 30, 2020 due to construction delays. The current appointment expired October 1, 2019. The Company reports that as September 30, 2019 it has used \$568,037.84 of the approved exemption leaving an available exemption amount of \$761,082.16

ATTACHMENTS:

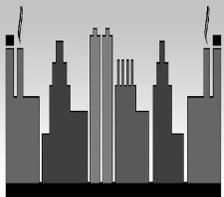
1. Correspondence.
2. Resolution.

REVIEWED BY:

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

Meeting: October 15, 2019

Prepared By: J. A. Delaney



Carnegie Management Inc.

October 10, 2019

RE: 300 E Washington St – Sales Tax Appointment Extension

To whom it may concern,

Please accept this letter as a formal request to extend the sales tax appointment to April 30, 2020. The extension is being requested because of unexpected construction delays caused by winter weather conditions and by our steel sub-contractor. The project is currently in full compliance with the Agency's Local Access Policy. I will send the total amount of exemption used this year through 9-30-20 by Sunday October 13, 2019.

Thank you,

Rafael Davrayev
Carnegie Management
545 Broadway 4th Floor
Brooklyn, NY 11206

545 Broadway 4th Floor
Brooklyn, New York
11206

PHONE (718) 486-9700
FAX (718) 486-9681
WEB www.carnegiemanagementinc.com

DeLaney, Judith

From: Rafael Davrayev <rafael@qualitylofts.com>
Sent: Friday, October 11, 2019 2:23 PM
To: DeLaney, Judith
Cc: Motty Spitzer
Subject: Re: 30o Washington St LLC

Hi Judy,

The total amount of tax exemption used this year to date is \$568,037.84.

Please confirm you have everything needed to make it part of the agenda for Tuesday's meeting.

Thanks,

Rafael Davrayev

Sent on my Boost Mobile Phone.

----- Original message -----

From: "DeLaney, Judith" <JDeLaney@syrgov.net>
Date: 10/10/19 10:48 AM (GMT-05:00)
To: Rafael Davrayev <rafael@qualitylofts.com>
Subject: 30o Washington St LLC

Rafael per our phone conversation I will need from you by the end of today a letter (feel free to e-mail) requesting an extension of the Sales Tax Appointment for the project to a specific date (i.e. January 30, 2020) In the correspondence you should reference the following items:

1. The specific date you need the extension too.
2. The total amount of the exemption you have used this year through 9-30-20.
3. Confirmation that the Project is in full compliance with the Agency's Local Access Policy.

Any questions feel free to call me. Judy

Judith DeLaney
Executive Director
Syracuse Industrial Development Agency
City of Syracuse
201 East Washington Sreet 6th Floor
Syracuse, N.Y. 13202
(315) 448-8127

APPROVING RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019 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:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

RESOLUTION APPROVING AN EXTENSION OF THE SALES TAX APPOINTMENT OF 300 WASHINGTON STREET, LLC AS AGENT OF THE AGENCY UNTIL APRIL 30, 2020; AND AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS

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

WHEREAS, at the request of 300 Washington Street, LLC (the “*Company*”), by resolution dated November 20, 2018 (the “*Inducement Resolution*”) the Agency agreed to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 1.88 acres of improved real property located at 300 East Washington Street, in the City of Syracuse, New York (the “*Land*”); (ii) the reconstruction and renovation of a ten story, approximately 337,376 square foot building for mixed-use as: approximately 20,000 square feet of retail/commercial space on the first floor; floors two through ten will be renovated into 214 market rate apartments, 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 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, 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, in December 2018, the Company and Agency entered into a lease transaction to effectuate the undertaking of the Project and the conference of the approved Financial Assistance (the "**Lease Transaction**"). As part of the Lease Transaction, the Company was appointed as the agent of the Agency through October 1, 2019 (the "**Appointment**"); for purposes of undertaking and completing the Project Facility and was awarded an amount not to exceed \$1,329,120 in exemptions from State and local sales and use tax (the "**Exemption**"); and

WHEREAS, as of October 11, 2019 the Company had realized \$568,037.84 of the Exemption leaving a balance in the amount of \$761,082.20 of unused Exemption remaining available for the Project (the "**Remaining Exemption**"). The Company is not requesting any additional financial assistance; and

WHEREAS, by letter dated October 10, 2019, the Company advised that due to unexpected construction delays caused by winter weather conditions and their steel contractor they are requesting the Agency approve an extension of their Appointment from October 1, 2019 to April 30, 2020 to provide them an opportunity to complete the Project (the "**Extension**"); and

WHEREAS, the granting the Extension is subject to the Company executing and delivering an affirmation stating that it has complied with, and will continue to comply with, the Agency's Local Access Policy; and

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

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

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

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

(b) The Agency authorizes the Extension of the Company's appointment as their agent for purposes of constructing, equipping and completing the Project through and including **April 30, 2020**, conditioned upon the Company: (i) executing an affirmation that it has and will continue to comply with the Agency's Local Access Policy; (ii) representing and warranting that there are no events of default under any of the documents executed and delivered by the Company in conjunction with the Lease Transaction (the "**Lease Documents**"); (iii) confirming that all insurance executed and delivered in conjunction with the Project and the Lease Transaction remains in full force and effect and will submit to the Agency proof of insurance naming the Agency as an additional insured pursuant to the Agency's requirements under the Lease Documents; (iv) submitting to the Agency any applicable information requested by the Agency with respect to the Extension so that they can accurately track and report as required under the Act; (v) submitting any applicable administrative and legal fees incurred by the Agency in exchange for the Agency's grant of the Extension; and (vi) submitting any proof required by the Agency demonstrating that the Company has not realized State and local sales and use tax exemptions in excess of what was authorized for the Project.

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

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

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

(5) 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.

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

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

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

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on October 15, 2019 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 October, 2019.

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: Downtown Committee of Syracuse Service Agreement

Requested By: Judv DeLaney

OBJECTIVE: Approval of requests from the DTCS to (a.) reallocate a portion of funding from an existing agreement in the amount of \$8891.00 and (b.) enter into a new agreement to provide funding in an amount not to exceed \$146,460.00 annually for a period of two years. (10/19 to 10/21).

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: See Attached.

ATTACHMENTS:

1. Staff Memo.
2. Correspondence.

REVIEWED BY:

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

Meeting: October 15, 2019

Prepared By: J. A. Delaney

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

October 11, 2019

Memorandum To: SIDA Board of Directors

From: Judy DeLaney

Re: Downtown Committee of Syracuse (DTCS)
Cooperation Agreement

The Agency has received correspondence from the Downtown Committee (attached) requesting both a reallocation of funding from an existing two year agreement to provide a portion of funding for three new security cameras (\$8891.01) and an extension of the two year agreement initially approved by the Board of Directors in 2017 for another two years until October 1, 2021 in an amount not to exceed \$146,000.00 annually.

In 2017 the Directors approved an agreement to fund security cameras, evening and weekend security patrols and weekend maintenance staff to assist with the increasing number of residents and visitors in the downtown area at a cost of \$363,000.00. The funding included a onetime expense for security cameras at a cost of \$73,000 and \$145,000 annually for two years for evening and weekend security and maintenance personnel. The DTCS used \$226,189.00 of the funds leaving a remaining 2017 allocation of \$136,811.00. The Director of the Committee advises the funds were not used due to difficulty in hiring security personnel for needed time slots and is requesting a portion of that funding (\$8891.01) now be dedicated to the purchase of three new security cameras. The Director has also advised they will not use the remaining funds.

Concurrently with the above, the DTCS also requests an extension of the service agreement for an additional two years at an annual cost of \$146,460.00 to commence retroactively from October 1, 2019. The funds will be used during this time period for security and maintenance staff. There is no further security camera funding requested. The DTCS advises they do not anticipate hiring difficulties going forward due to adjustments in the pay scale and a larger labor pool of candidates.

The funding of this request is in the furtherance of the Agency's purposes to promote economic development and prosperity to the inhabitants of the City of Syracuse.

Recommendation:

The Finance Committee at its meeting of October 7, 2019 met with the Director of the Downtown Committee and after a review of both requests approved a motion to recommend to the Board of Directors approval of same:

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

- A. Reallocation of \$8891.01 for a portion of the purchase three new security cameras from the existing contract.
- B. An extension of the original agreement for an additional two years at at an annual cost of \$146,460.00 annually.



Tony Fiorito, Chair
Merike L. Treier, Executive Director

115 W. Fayette St., Syracuse, NY 13202

315.422.8284

www.downtownsyracuse.com

September 17, 2019

City of Syracuse Industrial Development Agency
201 East Washington St., 7th Floor
Syracuse, NY 13202
Attention: Judy Delaney

RE: Additional Camera Purchase

Dear Judy,

The Downtown Committee would like to request SIDA's approval to repurpose existing funds within the approved Security Program budget that had been allocated for Security Officers (personnel) and instead utilize \$8,891.01 of that allocation to support the purchase and installation of three (3) new cameras.

I have attached the proposal received from Cedar Path Solutions. This is the same vendor we have utilized in the past, and is an approved vendor for the Syracuse Police Department. This allows for a seamless connection into the existing downtown camera network.

With an increase in visitors and residents, the new construction project underway by the Syracuse Urban Partnership at the corner of South Clinton & West Onondaga Street, and the significant increase in loitering and drug activity observed underneath the railroad this past summer, additional cameras have been requested by the neighborhood to help support future activation of this neighborhood and the efforts of the Syracuse Police Department.

The re-allocation of \$8,891.01 in SIDA funds would fill the funding gap and leverage a \$38,000 (81%) financial commitment made by area property owners in support of this program. The total amount needed to support the purchase and installation of three new cameras is \$46,891.01. The Downtown Committee would maintain ownership of the cameras and depreciate against the cost so at the end of their useful life we will be able to upgrade the system.

Thank you again for your partnership on this program and please let me know if you require any further information. The Downtown community continues to express appreciation for your support of these much needed, additional services.

Sincerely,

A handwritten signature in blue ink that reads 'Merike Treier'.

Merike Treier
Executive Director



Tony Fiorito, Chairman
Merike L. Treier, Executive Director

115 W. Fayette St., Syracuse, NY 13202

315.422.8284

www.downtownsyracuse.com

September 9, 2019

Ms. Judy Delaney
Syracuse Industrial Development Agency
201 East Washington St., 7th floor
Syracuse, NY 13202

Dear Judy,

Thank you again for the opportunity to partner with the Syracuse Industrial Development Agency to provide expanded security and environmental maintenance services for Downtown Syracuse.

With new investments made in residential, employment, cultural and hospitality developments, Downtown Syracuse now experiences round-the-clock activity, but also faces challenges ranging from security to environmental maintenance and economic development.

As a key partner of the City of Syracuse, the Downtown Committee is focused on downtown's revitalization. The resources directed into downtown significantly enhance the quality of life and lay the foundation for more investment to follow so that downtown can continue to thrive. To ensure continued growth, and to prevent slippage or back-sliding in the progress we've made, it's critical that we have in place the needed resources to address the increased demand on downtown services.

Over the last two years, the Downtown Committee has maintained a Service Agreement with SIDA through which we have been able to add much-needed, new evening and weekend security patrols, as well as new weekend maintenance support. The investments made into the quality of our city center's public space have been important to addressing security perceptions and experiences, and supporting business growth. The presence of additional security foot patrols and weekend maintenance activities have been appreciated and well-recognized by the community.

The current Agreement is due to expire on October 3, 2019. The Downtown Committee of Syracuse respectfully requests your consideration extend this Agreement for a two-year period in which the Downtown Committee will provide expanded Security and Environmental Maintenance Services for the district.

Through SIDA’s investment, we proposed the following program:

Need	Solution / Service Provided	Annual Investment
Increasing numbers of residents and visitors require security presence after 5 pm to promote positive downtown experiences and perceptions.	Monday – Friday Evening Security Patrols	\$63,860
Increasing numbers of residents and visitors require security presence on weekends to promote a safe, secure neighborhood environment.	Saturday – Sunday Security Patrols	\$52,600
Increasing numbers of residents and visitors put additional wear on resources needed to maintain public spaces. Increasing numbers of people in downtown on the weekends for shopping, dining, entertainment. A need exists for a cleaning detail assigned to downtown to support an attractive visitor destination.	Weekend Environmental Maintenance Staff & Public Space Improvement Budget	\$30,000
	Annual Total	\$146,460

In total, four (4) part-time security officer positions and two (2) part-time environmental maintenance crew positions will supported, plus additional programmatic expenses associated with these activities have been budgeted.

Specifically, additional funding in the amount of \$146,460/year is sought; for a total two-year agreement reflecting an investment of \$292,920 to support the proposed program:

Thank you again for the Board’s consideration. I would look forward to an opportunity to meet with you to review this proposal and answer any questions.

Best regards,



Merike Treier
Executive Director

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019 at 8:30 a.m. in the Common Council's Chambers, 233 East Washington Street, Syracuse, New York.

PRESENT:

The following persons were **ALSO PRESENT**:

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

RESOLUTION AUTHORIZING THE AGENCY TO UNDERTAKE A PROJECT AND TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH THE DOWNTOWN COMMITTEE OF SYRACUSE IN FURTHERANCE THEREOF

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 has identified a need to enhance its ability to provide economic development resources in the downtown area of the City (as defined herein) to increase economic development for the benefit of commercial enterprises (both existing and prospective) and the recreation opportunities, prosperity and standard of living for the residents of the City of Syracuse, New York (the "*City*"); and

WHEREAS, Downtown Committee of Syracuse ("*DCS*") is a nonprofit organization, which undertakes programs to improve the City of Syracuse's downtown's image, strengthen its economic base, increase its attractiveness and assure that it's clean, safe and accessible. The DCS is at the nexus of the public and private partnership that brings about improvement and revitalization. The DCS' mission supports and furthers the Agency's purposes of promoting economic development, providing residents opportunities to thrive as business owners and to improving the recreation opportunities, prosperity and standard of living for the residents of the City of Syracuse; and

WHEREAS, by resolutions adopted June 20, 2017 and September 19, 2017, the Agency resolved to undertake a project (the "**Original Project**") consisting of contracting with DCS to obtain within the downtown metropolitan area of the City (the "**Contract**") the following services for a two (2) year period: (A)(i) forty hours (40) per week of additional evening security patrols Monday - Friday between 4p.m. - 12:00 a.m. ("**Weekday Services**"); (ii) twenty-eight (28) hours per week of additional security patrols on Saturday between 11a.m. - 7p.m. and on Sunday between 10a.m. - 4p.m. ("**Weekend Services**"); (iii) performance of environmental maintenance and improvements to be conducted on Saturday -Sunday from 7a.m. - 3p.m. ("**Environmental Maintenance Services**" and together with Weekday Services and Weekend Services, collectively, the "**Acquired Services**"); and (iv) the installation of security cameras at various locations (the "**Acquired Equipment**" and together with the Acquired Services, collectively the "**Services**"), all of which will supplement these services currently being provided but not sufficient to achieve the Agency's goals as set forth herein; and (B)(i) the Weekday Services and such necessary expenses related thereto, including but not limited to uniforms, ammunition, fees for certification and costs associated with an increase in DCS' worker's compensation insurance ("**Patrol Expenses**"), shall be a total cost of \$62,000/year; (ii) the Weekend Services and Patrol Expenses shall be a total cost of \$51,000/year; (iii) the Environmental Maintenance Services shall be a total cost of \$30,000/year ((i) - (iii) hereof collectively, the "**Service Expenses**"); and (iv) the Acquired Equipment shall be a total cost of no more than \$73,000/year plus such necessary expenses related thereto, including but not limited to, installation, maintenance and repairs of such Acquired Equipment (collectively, the "**Equipment Expenses**") at an annual cost of no more than \$1,500/year; and

WHEREAS, DCS is now requesting the Agency consider a new project (the "**Project**") consisting of contracting with DCS for an additional two (2) years of services within the downtown metropolitan area of the City (the "**Contract**") consisting of the following: (i) a typical forty hour per week of additional evening security patrols performed during the hours of 4-11 p.m. Monday through Friday for a total cost of \$63,860/year; (ii) twenty-eight hours per week of additional security patrols on Saturday between 11 a.m. - 7 p.m. and on Sundays between 10 a.m. - 4 p.m. for a total cost of \$52,600/year; and (iii) performance of environmental maintenance and improvements to be conducted on Saturday and Sunday from 7 a.m. - 3 p.m. for a total cost of \$30,000/year for an aggregate annual spend of \$146,460 for a contract total of \$292,920 ("**New Funding**"); and

WHEREAS, the Project will enhance and support other investments made by SIDA and project developers in the City and further the Agency's purposes of promoting economic development, providing residents opportunities to thrive as business owners and to improving the recreation opportunities, prosperity, health and standard of living for the residents of the City of Syracuse; and

WHEREAS, DCS has advised that going forward they will be seeking a budgetary increase from the City to cover the costs of these services; 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 as to 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*). The Agency has classified the execution and delivery of the Contract as a “Type II” action as that term is defined under *SEQRA*, and therefore no further review is required.

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 to the Agency, the Agency makes the following findings and determinations:

(A) The action authorized pursuant to this Resolution constitutes a Type II action under *SEQRA* and no further review is required; and

(B) The Agency has determined that the Project will further the Agency's policies and will advance the health, general prosperity and economic welfare of the people of the State and the City; and

(C) The Agency authorizes and approves the Project and the expenditure of the New Funding as set forth herein contingent upon the Agency and DCS negotiating, executing and delivering the Contract for the services set forth herein in accordance with the terms of this Resolution; and

(D) The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to negotiate, execute and deliver the Contract, upon review and advice of counsel, and expend the New Funding to undertake the Project, with changes in terms and form as shall be consistent with this Resolution and similar with prior similar agreements; and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The execution thereof by the Executive Director shall constitute conclusive evidence of such approval.

Section 2. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Contract, this Resolution shall automatically become null, void and of no further force and effect.

Section 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.

Section 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.

Section 5. The Secretary of the Agency is hereby authorized to and may distribute copies of this Resolution and to 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.

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

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 October 15, 2019, 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 October, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019 at 8:30 a.m. in the Common Council's Chambers, 233 East Washington Street, Syracuse, New York.

PRESENT:

The following persons were **ALSO PRESENT**:

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

RESOLUTION AUTHORIZING THE DOWNTOWN COMMITTEE OF SYRACUSE TO REPURPOSE EXISTING FUNDS APPROVED WITH RESPECT TO A PROJECT AND ACQUIRE AND INSTALL THREE NEW SECURITY CAMERAS WITHIN THE DOWNTOWN AREA OF THE CITY OF SYRACUSE

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 has identified a need to enhance its ability to provide solutions, tools and economic development resources in the downtown area of the City of Syracuse, New York (the "*City*") to increase economic development for the benefit of commercial enterprises (both existing and prospective) and the recreation opportunities, prosperity and standard of living for the residents of the City; and

WHEREAS, the Downtown Committee of Syracuse ("*DCS*") is a nonprofit organization, which undertakes programs to improve the City of Syracuse's downtown's image, strengthen its economic base, increase its attractiveness and assure that it's clean, safe, and accessible. The DCS is at the nexus of the public and private partnership that brings about improvement and revitalization. The DCS' mission supports and furthers the Agency's purposes of promoting economic development, providing residents opportunities to thrive as business owners and to improving the recreation opportunities, prosperity and standard of living for the residents of the City of Syracuse; and

WHEREAS, by resolutions adopted June 20, 2017 and September 19, 2017, the Agency resolved to undertake a project (the "**Original Project**") consisting of: (A)(i) forty hours (40) per week of additional evening security patrols Monday - Friday between 4p.m. - 12:00 a.m. ("**Weekday Services**"); (ii) twenty-eight (28) hours per week of additional security patrols on Saturday between 11a.m. - 7p.m. and on Sunday between 10a.m. - 4p.m. ("**Weekend Services**"); (iii) performance of environmental maintenance and improvements to be conducted on Saturday-Sunday from 7a.m. - 3p.m. ("**Environmental Maintenance Services**" and together with Weekday Services and Weekend Services, collectively, the "**Acquired Services**"); and (iv) the installation of security cameras at various locations (the "**Acquired Equipment**" and together with the Acquired Services, collectively the "**Services**"); and (B)(i) the Weekday Services and such necessary expenses related thereto, including but not limited to uniforms, ammunition, fees for certification and costs associated with an increase in DCS' worker's compensation insurance ("**Patrol Expenses**"), shall be a total cost of \$62,000/year; (ii) the Weekend Services and Patrol Expenses shall be a total cost of \$51,000/year; (iii) the Environmental Maintenance Services shall be a total cost of \$30,000/year (i)-(iii) hereof collectively, the "**Service Expenses**"); and (iv) the Acquired Equipment shall be a total cost of no more than \$73,000/year plus such necessary expenses related thereto, including but not limited to, installation, maintenance and repairs of such Acquired Equipment (collectively, the "**Equipment Expenses**") at an annual cost of no more than \$1,500/year. The total costs associated with the forgoing services shall be an aggregate amount not to exceed \$218,000 each year of the two year Contract (the "**Funds**"); and

WHEREAS, the Agency has been requested to consider the DCS' request for approval to repurpose \$8,891.01 of the Funds (the "**Repurposed Funds**") previously allocated for weekday services and/or weekend services and utilize same to support the purchase and installation of three (3) new security cameras at the corner of South Clinton and West Onondaga Street (the "**New Cameras**"); and

WHEREAS, the DCS has advised that they experienced a shortage of patrol officers to fulfill the previously approved Weekday Services and/or Weekend services thereby resulting in a surplus of funds. DCS recently increased the rate from \$20/hr to \$23/hr (with ability to go to \$25/hr if needed) to provide more incentive to have those positions filled. With the \$23/hour rate DCS has seen increased interest from the existing officers to cover those shifts, so the incentive is starting to work. Additionally, DCS expect a larger labor pool to pull from as more officers retire from previous law-enforcement positions; and

WHEREAS, due to an increase in visitors and residents and a new construction project, each at the corner of South Clinton Street and West Onondaga Street, there has been significant increase in loitering and drug activity observed underneath the railroad. The New Cameras were requested by the neighborhood to help support ongoing growth of this neighborhood and the efforts of the Syracuse Police Department; and

WHEREAS, Cedar Path Solutions is the same vendor the DCS has utilized in the past to obtain cameras and will again use if the Repurposed Funds are approved. They are an approved vendor for the Syracuse Police Department which allows for a seamless connection into the

exiting downtown camera network; and

WHEREAS, Cedar Path Solutions submitted a proposal for the New Cameras in the amount of \$46,891.01. The re-allocation of \$8,891.01 in Agency funds would fill the gap and leverage a \$38,000 (81%) financial commitment made by area property owners (the "**Raised Funds**") in support of this Project. The DCS would maintain ownership of the cameras and depreciate against the cost so at the end of their useful life the DCS would be able to upgrade the system; and

WHEREAS, at the time of the Agency's approval of the Original Project the Agency classified same as a "Type II" action as that term is defined 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 New Cameras do not change the finding.

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 to the Agency, the Agency makes the following findings and determinations:

(A) The New Cameras do not require reconsideration or further review by the Agency under SEQRA; and

(B) The Agency has determined that New Cameras will further the Agency's policies and will advance the health, general prosperity and economic welfare of the people of the State and the City; and

(C) The Agency authorizes and approves the Repurposed Funds as set forth herein for the acquisition of the New Cameras to be installed as set forth herein; conditioned upon proof satisfactory to the Agency that the Raised Funds have been received by DCS; confirmation of order placed with vendor for same with invoice submitted to the Agency; and any other agreement as to the Chairman, Vice Chairman and/or Executive Director deem appropriate.

Section 2. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to authorize the Repurposed Funds or the acquisition of the New Cameras, this Resolution shall automatically become null, void and of no further force and effect.

Section 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.

Section 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.

Section 5. The Secretary of the Agency is hereby authorized to and may distribute copies of this Resolution and to 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 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:

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 October 15, 2019, 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 October, 2019.

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: 12

Title: Permit Process Software Implementation

Requested By: Judv DeLaney

OBJECTIVE: Approval of a resolution authorizing a cooperation agreement with the City of Syracuse in an amount not to exceed \$100,000.00 to pay for a portion of technology improvements associated with the City's permitting process improvements implementation. (Camino Technologies Inc.)

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 a request from the City of Syracuse to enter into a contract with Camino Technologies Inc. to provide consulting and software for the City's revised permitting process as discussed in the attached memo. Funding of this request is in the furtherance of the Agency's purposes to promote economic development and prosperity to the inhabitants of the City of Syracuse. The Finance Committee at its meeting of October 7, 2019 met with representatives of the City to discuss the project

Recommendation: After review the Finance Committee approved a motion to recommend to the Board of Directors approval of the request.

*** For the full scope of work to be provided please refer to "Exhibit A" of the resolution.

ATTACHMENTS:

1. Memo.
2. Resolution.

REVIEWED BY:

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

Meeting: October 7, 2019

Prepared By: J. A. Delaney

Date: September 24, 2019

To: Syracuse Industrial Development Agency Board Members

CC: Mayor Ben Walsh

From: Jake Dishaw, Director of Permits, City of Syracuse

Subject: Funding for Technology

One of Mayor Walsh's four objectives is to increase economic investment and neighborhood stability. In order to meet this goal, the City wants to encourage development, small business creation, and home and building renovations. In May of this year, Mayor Walsh made a commitment to improve the permitting process in the City of Syracuse, by announcing that permitting was the Innovation Team's 2019 priority area.

Since that announcement, employees from a variety of departments have put in over 5,500 staff hours to make improvements to permitting. We have developed a portfolio that has five main pillars:

1. **Process:** Improving the mechanics for reviewing permits and conducting inspections.
2. **Communication:** Sharing information about the permit application process, expectations, and specific projects.
3. **Space:** Creating a centralized location of permit and inspection staff that fosters team collaboration, promotes internal communication, and expedites permit reviews.
4. **People:** Developing an organizational framework and career pathways that allow permit employees to do their job, cooperate, and grow.
5. **Technology:** Utilizing permit technology to improve the application, communication, and review process.

Appendix A of this memo shows the list of initiatives that we plan to undertake as part of this work. There are a total of 54 projects identified. Since May we have started 35 of them, and completed 14 of them. Thus far we have focused mostly on communication, process, and space. Now, we'd like to address the technology pillar as well.

Camino Request

In January of this year, the City started to work with start-up company out of the Bay Area named Camino. Camino was formed in 2017, after the founders sold their previous venture, Open Gov. Together we have worked to build an electronic permitting (ePermits) system, which would allow electric and HVAC permit applicants to apply for permits remotely. (We process 1,600 of these applications a year.)

We would like to continue to work with Camino to further build out this ePermits system and eventually host all of the City of Syracuse's permit applications. Camino also wants to continue to work with us, because they want to build a user-friendly, next generation permit management system, and see us as the city to help them build and beta test it.

Camino has already launched related Land Management and Customer Service modules. These modules (as well as a Business Licensing module) are currently used by dozens of other municipalities. Detailed descriptions of these modules are shown in Appendix B and Appendix C. The platforms feature:

- **An intelligent application portal:** This uses a responsive guide to help applicants through the tricky parts of the permitting process. It can send messages to applicants, request payments, and collect files and blueprints.
- **Collaboration portal:** This feature has project management tools built in, so the review and inspection team can easily get work done. It can assign tasks, modify workflows on the fly, and keep projects moving forward.
- **Increased transparency:** Users can enter an address and answer a series of questions. Then a guide will be displayed which lists every rule, requirement, and fee that applies to that specific project. It will provide instructions that walk them through the permitting process.
- **Consistency:** The platform provides one central place to store all building, planning, and zoning rules to keep everyone on the same page. Agencies using this take experience a 20% decrease in phone calls and a 70% decrease in counter meetings.
- **Improved and responsive engagement:** Built in reporting tools help to monitor citizen engagement and identify bottlenecks and pain points in the application process with inbuilt reporting tools.

Camino is on its way to becoming a cutting edge permit management system. It will improve the application and review process, and we are excited about what we are creating with them. In order for us to continue the relationship with Camino we need to show some sort of financial commitment. We would like to request \$30,000 to cover the expenses for this platform over the next year.

Electronic Plan Review Request

Another one of the City's technology needs Electronic Plan Review Software (EPRS). Currently, permit applicants need to print out eight to ten sets of paper plans and submit them with their application. For large projects, it can cost an applicant up to \$20,000 to print their plans.

Once the plans are received they are then routed to all of the different reviewing departments throughout the City and County. The constant shuffling of paper is not only inefficient, but can also lead to errors and lost plans. Once the reviews are complete, the City sends a copy of the plans to a local print shop to have them digitized and placed on a disk. This expense costs the city up to \$10,000 in hard costs and up to 500 hours of staff time a year.

In order to address all of these issues, it is imperative to move toward EPRS. With this type of software, applicants can electronically submit their plans directly to the City. As permit reviewers evaluate the plans with EPRS, they have the ability to mark their comments and

concerns directly on the plans. For example, if a wall needs to be designated that it has a 2 hour burn time, the reviewer can flag the wall, and place a comment directly next to it. This feature will provide clarity about desired changes. It will also allow permit applicants to make changes in real-time. For example, an applicant could be on a conference call with a plan reviewer. The reviewer could ask the applicant to move a sprinkler, and the applicant could make that change immediately in the software system, and the reviewer could see it. This improved communication and collaboration should substantially decrease permit review times.

In order to truly make EPRS effective, the City is investing in appropriate hardware including touch screen monitors, large presentation monitors, video conferencing technology, and wireless technology. This expense has been covered by the Information Technology Department.

We believe that EPRS will truly change the way that we conduct reviews. It will improve the customer experience, reduce applicant expenses, and expedite the review process. We would like to request \$70,000 to cover the start-up software costs.

Long Term Financing

We fully understand that in the future, the City of Syracuse will need to finance these programs on its own. We are planning to incorporate these expenses in the next fiscal year. We hope to cover these technology related expenses in two different ways:

1. **Add to the City Budget:** Budgeting season starts in January 2020. By that time, we plan to have a firm grasp on our on-going technology related expenses. These will not only include the items discussed above, but also cloud storage space and additional hardware needs. We will request general budget dollars to cover expenses moving forward.
2. **Permit technology fees:** We are also exploring a model that is often used in other municipalities, instituting a technology fee on permit applications. We are determining how this could work. Our goal is that a technology fee would be less than plan printing costs that applicants currently experience. Some considerations include:
 - a. Should it be a flat fee or percentage fee
 - b. Is the fee optional if people do not want to do electronic plan review

Thank you for your time in reviewing this proposal. The Syracuse Industrial Development Agency is one of the key institutions working to develop the local economy. We hope that you will consider partnering with us to improve this one part of the economic development process.

Appendix A

Pillar	Initiative	Started	Completed
Process	1 Application redesign	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2 Improving insurance exemption form process	<input type="checkbox"/>	<input type="checkbox"/>
	3 Predevelopment goldilocks options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4 Project registration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	5 Permit intake meetings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	6 Evening out plan review assignments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	7 Contracting out for external permit reviews	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	8 Triaging permit applications	<input type="checkbox"/>	<input type="checkbox"/>
	9 Agile project management scrums	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	10 Glossary of permit statuses and decision tree	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	11 Mid-development meeting	<input type="checkbox"/>	<input type="checkbox"/>
	12 Creating a notification trigger to reach out to applicant if problems exist	<input type="checkbox"/>	<input type="checkbox"/>
	13 Permit approval alert	<input type="checkbox"/>	<input type="checkbox"/>
	14 Internal review of transmittal	<input type="checkbox"/>	<input type="checkbox"/>
	15 Internal resolution procedures	<input type="checkbox"/>	<input type="checkbox"/>
	16 Stop work order rules and process	<input type="checkbox"/>	<input type="checkbox"/>
	17 Credit card payments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	18 Management dashboard which shows bottlenecks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	19 Fix permit bottlenecks	<input type="checkbox"/>	<input type="checkbox"/>
	20 Improve process with County plumbing department	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	21 Expedited permit review	<input type="checkbox"/>	<input type="checkbox"/>
	22 Senior admin interns	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	23 Student interns	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	24 Commercial review teams	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Communication	25 Create videos to explain permit application needs and permitting process	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	26 Market and communicate permit procedures	<input type="checkbox"/>	<input type="checkbox"/>
	27 What to expect checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	28 Application process chart - to communicate process	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	29 Short-term website updates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	30 Long-term website updates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	31 Design guidelines document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	32 Customer service training	<input type="checkbox"/>	<input type="checkbox"/>
	33 Customer service satisfaction survey	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	34 Code analysis form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	35 Architecture continuing education credits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	36 Project manager communication strategies	<input type="checkbox"/>	<input type="checkbox"/>
	37 Optional transmittal review meeting	<input type="checkbox"/>	<input type="checkbox"/>
Space	38 Create a centralized space for all plan review and inspection staff to work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	39 Create a new building plan organization system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	40 Organize and archive existing plans	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	41 Post project dashboards which show outstanding projects	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Pillar		Initiative	Started	Completed
People	42	Permit leadership check-ins	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	43	Hiring project managers to advance projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	44	Reducing redundant reviews and inspections	<input type="checkbox"/>	<input type="checkbox"/>
	45	Building a permit review and inspection bench	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	46	Cross-training employees	<input type="checkbox"/>	<input type="checkbox"/>
Technology	47	ePermits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	48	Permit workflow + communication software	<input type="checkbox"/>	<input type="checkbox"/>
	49	Electronic plan review software	<input type="checkbox"/>	<input type="checkbox"/>
	50	Tablet training for inspectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	51	Hardware for electronic plan review	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	52	Clean up existing permit software'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	53	Artificial Intelligence for permit reviews	<input type="checkbox"/>	<input type="checkbox"/>
	54	Use density hardware to discover busy permit office times/seasons	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix B
Existing Camino features in it's Land Management Module



Land Management

The first generation of permit software was built to digitize paper workflows. Camino is leading the next wave: software that changes the way governments do work and engage their citizens. Camino's Permit System is built for citizens who want digital services, inspectors who have to work from their phone, and plan reviewers who need intelligent software to cut down growing workloads.



Guided Application Process

Automatically provide every applicant a list of the forms, fees, and documents that are required for their project.



Online Portal

Once an application is submitted, applicants can track their project status in real-time through our online portal.



Automated E-Permits

For small projects that don't require plan review, configure Camino to issue a permit automatically after all requirements are met.



Mobile Inspections

Take Camino with you in the field. Access project information and log inspection results through your phone or tablet.



E-Plan Review Support

Plug your favorite electronic plan review system into Camino. Sync files, tasks, and more.



Activity Feed

Quickly see a snapshot of all activity across a project in one central place.



GIS Triggers

Automatically detect whether a project is allowed by zone. Flag requirements for flood zones, fire zones, and historical preservation areas.



Automatic Fee Calculation

Based on project details, calculate the costs for simple and complex, multi-permit projects.



Rules Engine

Configure your system through a visual, user-friendly interface. No coding required.



Real-Time Chat

Respond to applicant's questions directly through Camino. Capture all communication in one place.



Task Management

Quickly assign review and inspections tasks to teammates to drive the process forward.



Workflow Automation

Configure rules so your team is alerted when they need to jump in and work on a task.



Automatic Notifications

Camino intelligently notifies internal users and applicants when there are updates to their project.



Map View

Visualize all past and ongoing projects on a dynamic map view.



Document Upload

Applicants can upload required plans or documents directly to Camino.



Dynamic Forms

Upload existing forms or create new ones using Camino's visual Form Builder.



Finance System Integration

Camino can integrate with your existing finance system to streamline reporting.



Ad-Hoc Reporting

Plug in your favorite reporting tool or use Camino's built-in reports.

Appendix C

Existing Camino features in it's Customer Service Module



Applicant Guide

Camino's Applicant Guide is the easiest way to start a new project in your community. Our intuitive software simplifies complex regulations for applicants and saves time for your team.



Dynamic Checklist

Give every applicant a list of the permits, forms, and fees that apply to their specific project.



GIS Triggers

Automatically detect whether a project is allowed by zone. Flag special requirements for flood zones, fire zones, and historical preservation areas.



Automatic Fee Calculation

Based on project details, calculate the costs for simple and complex, multi-permit projects.



Rules Engine

Configure your Guide through a visual, user-friendly interface. No coding required.



Real-Time Chat

Respond to applicant's questions directly through Camino. Capture all communication in one place.



Permit System Integration

Camino can integrate with your existing permit system to give your applicants a better experience.

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019, 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 roll being called, the following members of the Agency were:

PRESENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

**RESOLUTION AUTHORIZING A PROJECT AND
AUTHORIZING THE EXECUTION AND DELIVERY OF
CERTAIN DOCUMENTS IN CONNECTION THEREWITH
AND THE EXPENDITURE OF FUNDS IN SUPPORT
THEREOF**

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, the Agency has identified a need to enhance its ability to provide solutions, tools and economic development resources to streamline the process for businesses and entrepreneurs applying for one or more permits or licenses within the City to increase economic development for the benefit of the residents of the City of Syracuse, New York (the "**City**"); and

WHEREAS, Camino Technologies, Inc. ("**Camino**") with offices at 122 East 2nd Avenue, Suite 200, San Mateo, California 94401 builds next generation of customer service software technology for municipalities; and

WHEREAS, the City has been working with Camino to build an electronic permitting (ePermits) system, which would allow certain permit applicants to apply for permits remotely, edit submissions electronically, eliminate the need for paper copies, reduce time and inefficiencies inherent with multiple inter-municipal department review and reduce the time frames for issuing permits; and;

WHEREAS, the City permit office has requested the Agency partner with them to undertake a project to build and implement a user-friendly, next generation permit management system through/with Camino, including the funding of up to \$100,000 to cover a portion of expenses and start-up software costs regarding Electronic Plan Review Software (EPRS) to improve customer experience, reduce applicant expenses and expedite the review process, the scope of which is described in **Exhibit "A"** attached hereto (the "**Camino Project**"); and

WHEREAS, the cost associated with the Camino Project is a one-time investment as it is the intent of the City to include ongoing costs into the next fiscal budget; and

WHEREAS, the Executive Director of the Agency seeks authority from the Agency to negotiate, execute and deliver a cooperation agreement (the "**Agreement**") with the City to expend the \$100,000 to pay for a portion of the Camino Project (the "**Funds**") in accordance with the terms hereof. The City and Camino have almost fully completed Phase 1 of the Camino Project. In order to avoid any interruption or delay in the Camino Project, the Funds are required to bridge the gap from now until the City can allocate money from its budget. The Funds would allow Phase I to be launched before the end of this calendar year affecting nearly 1,600 permits for HVAC and electrical. Phase II will follow shortly thereafter and be covered at least in part by the Funds as might a small portion of Phase III (the foregoing collectively, the "**Scope of Work**"); 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 has classified the Camino Project and has determined that the Camino Project 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. Based upon the representations made to the Agency, the Agency makes the following findings and determinations:

(A) The Camino Project consists of a "Type II" action under SEQRA and therefore no further review is required; and

(B) The Agency has determined that the Camino Project will provide an enormous benefit which will foster and improve economic development in the City; and

(C) The Agency authorizes the expenditure of the Funds as set forth herein contingent upon the terms of this Resolution and the City executing and delivering the Agreement to accomplish the Camino Project; and

(D) The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to negotiate, execute and deliver the Agreement, in accordance with the terms hereof to provide for the Scope of Work to be provided as part of the Camino Project, as presented at this meeting and attached hereto as **Exhibit "A"**, and expend the Funds for the City to engage Camino to undertake the Camino Project and perform and provide the Scope of Work as set forth herein, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve; and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The execution thereof by the Executive Director shall constitute conclusive evidence of such approval.

Section 2. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Camino Project, the Agreement or provide the Funds, this Resolution shall automatically become null, void and of no further force and effect.

Section 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.

Section 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.

Section 5. The Secretary of the Agency is hereby authorized to and may distribute copies of this Resolution and to 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 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)
COUNTY OF ONONDAGA) SS:

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 October 15, 2019, 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 October, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(SEAL)

EXHIBIT "A"
SCOPE OF WORK

Scope of Work

Permit Management System

Overview

The City of Syracuse is looking to build out a series of innovative enhancements to our permitting and approvals process that will make housing and mixed-use development easier. The City of Syracuse is seeking a web-based permit management system to streamline approvals for Planning, Building, and Code Enforcement Division projects. The permit management system will be used for core operations such as tracking applications, code enforcement cases, coordinating plan reviews, recording fees, issuing violations and fines, and scheduling inspections. Key Functionality of this system will include:

- **An entirely online permit process for applicants.** Currently parts of the City's permitting process are available online, however functionality is limited. A new system will allow applicants to apply for every project, track project status, communicate with reviewers, and schedule inspections entirely online. This will lower the barrier for applicants who today may be required to come in-person to city hall during business hours. It will also allow inspectors and staff to access all functionality of the new system in-the-field
- **Automated review.** For certain types of permits, the City will allow applicants to apply for and receive permits with little or no staff involvement. The City will rely on the software to validate that required regulations are being complied with. This will allow applicants to pull permits on holidays, weekends, and after-hours, regardless of staff availability, freeing up staff time and expediting review of more complex projects.
- **Platform-based solution with an open developer API.** The City's current system does not offer an easy interface for connecting other software solutions. This limits staff's ability to upgrade infrastructure. For example, the City will explore moving the city to Electronic Plan Review which will offer lower costs and convenience for applicants, and a faster review process for staff. However, without easy API integration a switch to Electronic Review will not be possible.
- **Reporting.** The City's current system only provides a limited number of reports regarding permit types, number of permits, and permit status. Developing new reports and performing additional analysis is often complex and time intensive. A new system would be developed to provide real-time reporting on trends and analysis with an easily customizable and user friendly interface.

Scope of Work

Phase 1: Pilot Permit System

- Launch a streamlined application portal for Electrical and HVAC projects with the following functionality:
 - Online application intake

- Electronic plan submission
- Online fee collection
- Automated alerts and status tracking
- Internal task management for reviews and inspections
- Automatically check against contractor licensing
- City address and parcel integration
- Permit / certificate issuance

Phase 2: Online Permit Guide / Testing and Improving Pilot

- Run Camino's pilot system for live applicants and staff. Monitor usage and collect feedback to inform future changes.
- In parallel deploy an online Building Permit Guide within Camino as a resource to enhance our existing permit system. The Permit Guide is 'wizard-like' portal that helps applicants understand the approval process. The portal will automatically explain which permits are required, which zoning and building regulations apply, and calculate fees. This will lower costs for applicants who would otherwise need to spend time or money on research. It will also reduce frequent mistakes that lead to delays and increased costs in the permit process.

Phase 3: Expand Pilot

- Expand system to include features needed for all permit types that don't require plan review. Additions include:
 - Online inspection scheduling
 - Inspection routing
 - Mobile accessibility for applicants
 - Mobile inspection application
 - Automated internal task assignment
 - User profile management
 - Multi-language support
- Configure additional permit types in Camino

Phase 4: Full Permit Management System

- Configure system for all permit types. Add functionality for:
 - Workflow automation
 - Code enforcement
 - Management reporting
 - Record / land management.
- Migrate data from existing systems
- Electronic plan review integration
- File storage integration
- Finance system integration
- Public API

Phase 5: Future Enhancements

- Evaluate usage of new system and make adjustments or enhancements.
- Explore addition of AI to workflows and reporting. The permit process generates a lot of data, and a new system will help us better understand trends and patterns that can lead to cost and time savings.

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

EXECUTIVE SUMMARY

Agenda Item: 6

Title: Syracuse Build Initiative

Requested By: Judv Delaney

OBJECTIVE: Approval of a resolution authorizing an agreement with Center State CEO to allocate funding in an amount not to exceed \$100,000.00 for a period of one year to support specific activities of the Syracuse Build program.

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: See attached staff memo.

ATTACHMENTS:

1. Staff Memo.

REVIEWED BY:

Executive Director

Audit Committee

Governance Committee

Finance Committee

Meeting: October 15, 2019

Prepared By: J. A. Delaney

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

October 11, 2019

Memorandum To: SIDA Board of Directors

From: Judy DeLaney

Re: Syracuse Build Initiative

The Agency has received a request from the Center State CEO Foundation to allocate funding in the amount of \$100,000 annually for the next three years (2020-2023) to fund specific training costs associated with the Syracuse Build Initiative for residents of the City of Syracuse.

The initiative led by the City of Syracuse as anchor partner is designed to build an inclusive workforce of Syracuse residents to ensure a pool of experienced workers from the local community has access jobs in the construction career pathway. Through training opportunities and “community benefit” policies to incentivize developers and contractors to hire local the expected result will be a stronger pipeline to meet the City’s workforce needs now and in the future.

Acting as an intermediary for the program Center State CEO Foundation has been tasked with design, fundraising, and implementation. Specifically the Foundation is requesting the Agency fund the following activities:

- The \$80,000 to Work Readiness and Academic Remediation at EOC:
 - 5 Build Ready classes (focusing on basic construction skills, OSHA, basic academic preparation). We are estimating that each class will have about 18 individuals starting, with 14 graduating. So, this would result in approximately 70 graduates.
 - We anticipate that 52 (75%) of individuals would be placed directly into jobs, apprenticeship programs, or into advanced skill training
 - 4+ Academic Remediation and Test Prep Courses, preparing individuals for Civil Service Tests
 - We anticipate 40 individuals taking advantage of these services, with a 50% rate of passage on the respective exams – enabling up to 20 individuals to acquire municipal jobs
- The \$20,000 for participant stipends
 - will pay for about 1,700 hours of class time (based on minimum wage) for participants pursuing advanced construction/trades modules (beyond the basic work readiness & academic remediation class).

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

- Assuming a 16 week advanced training schedule, this stipend budget would cover 3 individuals' stipends. (assuming 35 hour class time per week). This will constitute a pilot program with local trade unions.

In its agreement the Agency will request a quarterly report on the progress of the Initiative with certain benchmarks to be achieved.

Funding of this request furthers the Agency's purposes to promote economic development and provide opportunities to improve prosperity and the standard of living for the residents of the City of Syracuse.

Recommendation:

The Finance Committee at its meeting of October 7, 2019 met with Stephanie Pasquale the Commissioner of Neighborhood & Business Development to discuss the program and review the request. The Committee approved a motion to recommend to the Board of Directors approval of a first year of funding in the amount of \$100,000.00 with periodic review to include demonstrable benchmarks and reporting requirements.

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019, 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 roll being called, the following members of the Agency were:

PRESENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

**RESOLUTION AUTHORIZING THE AGENCY TO UNDERTAKE
A PROJECT AND TO ENTER INTO AN AGREEMENT WITH
CENTER STATE CEO FOUNDATION IN FURTHERANCE
THEREOF AND TO ALLOCATE CERTAIN FUNDS IN SUPPORT
THEREOF**

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, the Agency has identified a need to enhance opportunities to foster its corporate purposes of advancing job opportunities, health, general prosperity and economic welfare of the people of the State and the residents of the City of Syracuse, New York (the "*City*"); and

WHEREAS, the Syracuse Build Initiative (the "*Initiative*"), led by the City, is designed to build an inclusive workforce of City residents to help ensure that the pool of experienced candidates from the local community have access to jobs in the construction field. The Initiative

provides training and apprenticeship opportunities through partnerships with developers, contractors and other community partners with the goal of creating a stronger pipeline to meet the City's workforce needs now and in the future; and

WHEREAS, the Agency sees the Initiative as a way to enhance and leverage the benefits provided by the Agency to various projects through enhanced workforce development for the benefit of the residents of the City; and

WHEREAS, acting as an intermediary for the program Center State CEO Foundation ("*Center State*") has been tasked with design, fundraising, and implementation of the Initiative; and

WHEREAS, the Agency is being asked to partner in the Initiative to: (A) allocate a portion of its earned administrative fees in the amount of \$100,000.00 (the "*Funding*") to support, among other things, the cost associated with: (i) five (5) training courses to house approximately eighteen (18) students each for direct placement in various construction positions; (ii) four (4) academic remediation and test prep courses to prepare approximately forty (40) students to take the civil service exam; and (iii) other related and supportive initiatives relative to the Initiative; and (B) enter into an agreement with Center State relative to same, the terms of which are to be negotiated and include demonstrable benchmarks and reporting requirements (the "*Agreement*"); and

WHEREAS, the Funding furthers the Agency's purposes to promote economic development and provide opportunities to improve prosperity and the standard of living for the residents of the City; 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 as to 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). The Agency has classified the execution and delivery of the Agreement as a "Type II" action as that term is defined under SEQRA, and therefore no further review is required.

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 to the Agency, the Agency makes the following findings and determinations:

(A) The action authorized pursuant to this Resolution constitutes a Type II action under SEQRA and no further review is required; and

(B) The Agency has determined that the Funding and its participation in the Agreement will provide a benefit which will foster and improve promote economic development

and provide opportunities to improve prosperity and the standard of living for the residents of the City; and

(C) The Agency authorizes and approves the Funding as set forth herein contingent upon the Agency and Center State negotiating, executing and delivering the Agreement for the services set forth herein in accordance with the terms of this Resolution.

(D) The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to negotiate, execute and deliver the Agreement, in accordance with the terms hereof to provide for the services to be provided as part of the Initiative, and expend the Funding in accordance with the terms hereof and the Agreement, with changes in terms and form as shall be consistent with this Resolution and as the Chairman or Vice Chairman shall approve; and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The execution thereof by the Executive Director shall constitute conclusive evidence of such approval.

Section 2. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Funding or the Agreement, this Resolution shall automatically become null, void and of no further force and effect.

Section 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.

Section 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.

Section 5. The Secretary of the Agency is hereby authorized to and may distribute copies of this Resolution and to 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 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)
COUNTY OF ONONDAGA) SS:

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 October 15, 2019, 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 October, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(SEAL)

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

EXECUTIVE SUMMARY

Agenda Item: 14

Title: Brownfields Assessment Coalition Agreement

Requested By: Judv DeLaney

OBJECTIVE: Approval of an agreement between the Greater Syracuse Land Bank (GSLB), the Onondaga County Industrial Development Agency (OCIDA) and the Agency relative to grant funding awarded by the EPA for brownfield site investigation and a MOU between the Agency and the Land Bank re same.

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 GLSB, OCIDA and the Agency have been awarded cooperative grant agreements from the EPA to complete brownfield assessments brownfield sites in the City and the County. The GLSB will act as Lead Coalition member. Hazardous Substances Funding has been awarded in the amount of \$450,000.00 and Petroleum Funding has been awarded in the amount of \$150,000.00. The role of the Coalition members will be to develop a site selection process that will ensure a minimum of five sites are assessed over the term of the agreements and work with the GLSB and the consultant for the project Stantec to finalize scopes of work and effect access to the sites. **There is no cost to the Agency associated with this.** Potential sites targeted in the City include known and suspected highly contaminated tax delinquent parcels.

ATTACHMENTS:

1. Agreement.
2. Resolution.

REVIEWED BY:

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

Meeting: October 15, 2019

Prepared By: J.A. DeLaney

**BROWNFIELDS ASSESSMENT COALITION MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:**

**GREATER SYRACUSE LAND BANK, SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY,
AND ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Brownfield Assessment Coalition with regards to EPA Cooperative Agreement No. BF-96255719-0 (Attachment A-1) and BF-96255919-0 (Attachment A-2) awarded by EPA on September 18, 2019. The Cooperative Agreements were awarded to the Lead Coalition Member – the Greater Syracuse Land Bank (GSLB). The grant period is October 1, 2019 through September 30, 2022.

1. As the Lead Coalition Member, the GSLB is accountable to EPA for management of the Cooperative Agreements and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring all Coalition Members comply with the terms and conditions.
2. It is the responsibility of the GSLB to provide timely information to the Coalition Members regarding the management of the Cooperative Agreements and any changes that may be made to the Cooperative Agreements over the period of performance.
3. In addition to the GSLB, the Coalition Members include Syracuse Industrial Development Agency (SIDA) and Onondaga County Industrial Development Agency (OCIDA). Contact information for the lead project representative on behalf of each Coalition Member is provided below.

GREATER SYRACUSE LAND BANK

Katelyn Wright, Executive Director

Address: 431 E Fayette Street, Suite 375, Syracuse NY 13202

Phone: 315-422-2301 | Email: kwright@syracuselandsbank.org

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Judith Delaney, Executive Director

Address: 201 E Washington Street, 7th Floor, Syracuse NY 13202

Phone: 315-473-3275 | Email: jdelaney@syr.gov

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Robert Petrovich, Director

Address: 333 W Washington Street, Suite 130, Syracuse NY 13202

Phone: 315-435-3770 | Email: robertpetrovich@ongov.net

4. Activities funded through the Cooperative Agreements are described in the tasks outlined in the EPA-approved Brownfields Assessment Coalition Cooperative Agreement Work Plans dated September 5, 2019 (referred to as the “Work Plans” and provided as Attachments B-1 and B-2). Project tasks outlined in the Work Plans include: 1) Project Management, Reporting and Other Eligible Activities; 2) Public Outreach and Involvement; 3) Site Inventory, Prioritization and Eligibility Approval; 4) Phase I and II Environmental Site Assessments (ESAs) and Site Cleanup/Reuse Plans.
5. The GSLB advanced a qualifications-based procurement process in the fall of 2017 in compliance with 2 CFR 200.317–200.326 requirements to obtain the services of a consultant to assist with grant application and implementation of EPA Brownfields Grants. The procurement process resulted in the GSLB selecting Stantec Consulting Services Inc. (referred to as the “Consultant”) as the prime consultant to undertake various activities funded through the Cooperative Agreements. The GSLB may award subgrants to other coalition members under 2 CFR 200.331(d) for assessment projects in their geographic areas. Subgrantees are accountable to the GSLB for proper expenditure of funds.
6. The GSLB and Coalition Members will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed (including at least one site within the jurisdiction of each Coalition Member) over the life of the Cooperative Agreements. Selected sites will be submitted to the EPA for prior approval to ensure eligibility. The Work Plans (provided as Attachments B-1 and B-2) identifies the number of Phase I and II ESAs, Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Remedial Action Work Plans (RAWPs), and Site Reuse Plans anticipated to be completed.
7. Upon designation of the specific sites, it will be the responsibility of the GSLB to work with the Coalition Member in whose geographic area the site is located to finalize the scope of work for the Consultant or other contractor(s). It will be the responsibility of this Coalition Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site.
8. The GSLB is responsible for ensuring that other activities as negotiated in the Work Plans are implemented in accordance with a schedule agreed upon by the GSLB and the Coalition Member in whose geographic area the site to be assessed is located.
9. It will be the responsibility of each Coalition Member to respond to requests for work items and information in a timely manner to allow the GSLB to meet EPA compliance reporting deadlines and other project deadlines.

EFFECTIVE: OCTOBER 1, 2019

This MEMORANDUM OF AGREEMENT for the Brownfields Assessment Coalition led by the Greater Syracuse Land Bank is agreed upon by the parties below.

GREATER SYRACUSE LAND BANK:

Signed by: **Katelyn Wright, Executive Director**

Date

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY:

Signed by: **Judy Delaney, Executive Director**

Date

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY:

Signed by: **Robert Petrovich, Director**

Date

ATTACHMENT A-1

Cooperative Agreement No. BF-96255719-0
(Hazardous Substances Funding)

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 96255719 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/18/2019
		TYPE OF ACTION New	MAILING DATE 09/25/2019
		PAYMENT METHOD: Advance	ACH# PEND
		RECIPIENT TYPE: Other	
RECIPIENT: Greater Syracuse Property Development Corporation 431 E. Fayette Street, Suite 375 Syracuse, NY 13202-1919 EIN: 46-2382007		PAYEE: Greater Syracuse Property Development Corporation 431 E. Fayette Street, Suite 375 Syracuse, NY 13202-1919	
PROJECT MANAGER Katelyn Wright 431 E. Fayette Street, Suite 375 Syracuse, NY 13202-1919 E-Mail: kwright@syracuselandsbank.org Phone: 315-422-2301		EPA PROJECT OFFICER Alison Devine 290 Broadway, LCRD/LRPB New York, NY 10007-1866 E-Mail: Devine.Alison@epa.gov Phone: 212-637-4158	
EPA GRANT SPECIALIST John Ciorciari Grants and Audit Management Branch, MSD/GAMB E-Mail: Ciorciari.John@epa.gov Phone: 212-637-3417			
PROJECT TITLE AND DESCRIPTION Greater Syracuse Land Bank Assessment Coalition Hazardous This agreement will provide funding for Greater Syracuse Property Development Corporation to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in the Syracuse, New York area. The recipient anticipates performing 14-18 assessments on Brownfield sites in the target area and 8 cleanup plans. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.			
BUDGET PERIOD 10/01/2019 - 09/30/2022	PROJECT PERIOD 10/01/2019 - 09/30/2022	TOTAL BUDGET PERIOD COST \$450,000.00	TOTAL PROJECT PERIOD COST \$450,000.00
NOTICE OF AWARD			
Based on your Application dated 07/17/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$450,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$450,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		ORGANIZATION / ADDRESS U.S. EPA, Region 2 Land, Chemicals and Redevelopment Division 290 Broadway New York, NY 10007	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Richard Manna - Director			DATE 09/18/2019

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 450,000	\$ 450,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 450,000	\$ 450,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2) Consolidated Appropriations Act of 2018 (P.L. 115-141)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1902HE0371	19	E4	02X0AG7	000D79	4114	G200NY00		450,000
									450,000

Budget Summary Page: BF Assessment Coalition Hazardous

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$6,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$430,500
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$436,500
10. Indirect Costs: % Base	\$13,500
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$450,000
12. Total Approved Assistance Amount	\$450,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$450,000
15. Total EPA Amount Awarded To Date	\$450,000

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the **updated** threshold amount of \$250,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the Grants Specialist with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$250,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the Region 2 Grants Office's central mailbox (Region2_GrantApplicationBox@epa.gov) with a courtesy copy to the grants specialist. The current EPA Form 5700-52A can be found at http://www.epa.gov/osbp/dbe_reporting.htm <http://www2.epa.gov/grants/epa-grantee-forms>

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **New York State Department of Environmental Conservation** as follows:

Construction - Minority and Women Business Enterprise (MBE/WBE) Participation Goals:

Combined MBE/WBE statewide 20%

Non-Construction – Minority and Women Business Enterprise (MBE/WBE) Participation Goals:

(For all other professional and contractual services; supplies and equipment)

Combined MBE/WBE statewide 20%

By drawing down funds under this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **New York State Department of Environmental Conservation**

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

B. INTERIM FEDERAL FINANCIAL REPORT AND CLOSE-OUT INSTRUCTIONS

1. Interim Federal Financial Reports (FFRs)

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be emailed to LVFC-grants@epa.gov; the Grants and Audit Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and EPA Project Officer. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

2. Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the final FFR by email to LVFC-grants@epa.gov. A courtesy copy of the final FFR and other forms can be submitted to the Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov, if applicable below:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

C. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. An interim FFR (SF-425) covering all expenditures and obligations to date, must be emailed to the Las Vegas Finance Office at LVFC-grants@epa.gov; the Grants and Audit Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS & CONDITIONS

FY19 Assessment Cooperative Agreement Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment

Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.



Davis Bacon Brownfields Hazardous Waste - Nonprofits_final.doc



Davis Bacon Brownfields Hazardous Waste - Governmental Entities_final.doc

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.
2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. Brownfield Sites Contaminated with Petroleum
 - a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA

prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is “no viable responsible party” for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official’s telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State’s determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition

cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
 - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
 - c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the

EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

4. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient’s network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient’s connections as defined above do not go through the Environmental Information Exchange Network or EPA’s Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA’s regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient’s network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA’s Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
5. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary

data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function resident within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organiz>

[ations-receiving-epa-financial.](#)

- d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$22,500. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.327.
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient’s final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR’s or subrecipient’s indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.

2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days

prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: "**Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA.**"
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*", (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - "[I, We] declare that, to the best of [my, our] professional knowledge and belief,

*[I, we]
meet the definition of Environmental Professional as defined in §312.10 of this part.”*

· “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation*** , if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
 - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
 - b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
 - c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

ATTACHMENT A-2

Cooperative Agreement No. BF-96255919-0
(Petroleum Funding)

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 96255919 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/18/2019
		TYPE OF ACTION New	MAILING DATE 09/25/2019
		PAYMENT METHOD: Advance	ACH# PEND
		RECIPIENT TYPE: Other	
RECIPIENT: Greater Syracuse Property Development Corporation 431 E. Fayette Street, Suite 375 Syracuse, NY 13202-1919 EIN: 46-2382007		PAYEE: Greater Syracuse Property Development Corporation 431 E. Fayette Street, Suite 375 Syracuse, NY 13202-1919	
PROJECT MANAGER Katelyn Wright 431 E. Fayette Street, Suite 375 Syracuse, NY 13202-1919 E-Mail: kwright@syracuselandsbank.org Phone: 315-422-2301	EPA PROJECT OFFICER Alison Devine 290 Broadway, LCRD/LRPB New York, NY 10007-1866 E-Mail: Devine.Alison@epa.gov Phone: 212-637-4158	EPA GRANT SPECIALIST John Ciorciari Grants and Audit Management Branch, MSD/GAMB E-Mail: Ciorciari.John@epa.gov Phone: 212-637-3417	
PROJECT TITLE AND DESCRIPTION Greater Syracuse Land Bank Assessment Coalition Petroleum This agreement will provide funding for Greater Syracuse Property Development Corporation to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in the Syracuse, New York area. The recipient anticipates performing 4 assessments on petroleum contaminated Brownfield sites in the target area and 2 cleanup plans. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.			
BUDGET PERIOD 10/01/2019 - 09/30/2022	PROJECT PERIOD 10/01/2019 - 09/30/2022	TOTAL BUDGET PERIOD COST \$150,000.00	TOTAL PROJECT PERIOD COST \$150,000.00
NOTICE OF AWARD			
Based on your Application dated 07/17/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$150,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$150,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		ORGANIZATION / ADDRESS U.S. EPA, Region 2 Land, Chemicals and Redevelopment Division 290 Broadway New York, NY 10007	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Richard Manna - Director			DATE 09/18/2019

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 150,000	\$ 150,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 150,000	\$ 150,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2) Consolidated Appropriations Act of 2018 (P.L. 115-141)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1902HE0372	19	E4	02X0AG7	000D79XBP	4114	G200OR00		150,000
									150,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$6,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$139,500
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$145,500
10. Indirect Costs: % Base	\$4,500
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$150,000
12. Total Approved Assistance Amount	\$150,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$150,000
15. Total EPA Amount Awarded To Date	\$150,000

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

REPORTING PROVISION

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the **updated** threshold amount of \$250,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award does not meet the condition above and is not subject to the reporting requirements of the Disadvantaged Business Enterprise (DBE) Program. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subawards or loans in the "Other" category exceeds \$250,000, annual reports will be required in accordance with the reporting paragraph below and you are required to notify your grant specialist for additional instructions.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Efforts requirements as described in 40 CFR Part 33 Subpart C and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, MBE/WBE reports must be submitted annually. The recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$250,000.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the Region 2 Grants Office’s central mailbox (Region2_GrantApplicationBox@epa.gov) with a courtesy copy to the grants specialist. The current EPA Form 5700-52A can be found at http://www.epa.gov/osbp/dbe_reporting.htm <http://www2.epa.gov/grants/epa-grantee-forms>

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient’s financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients,

this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

B. INTERIM FEDERAL FINANCIAL REPORT AND CLOSE-OUT INSTRUCTIONS

1. Interim Federal Financial Reports (FFRs)

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be emailed to LVFC-grants@epa.gov; the Grants and Audit Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and EPA Project Officer. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

2. Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the final FFR by email to LVFC-grants@epa.gov. A courtesy copy of the final FFR and other forms can be submitted to the Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov, if applicable below:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

C. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. An interim FFR (SF-425) covering all expenditures and obligations to date, must be emailed to the Las Vegas Finance Office at LVFC-grants@epa.gov; the Grants and Audit Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS & CONDITIONS

FY19 Assessment Cooperative Agreement Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield

Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.



Davis Bacon Brownfields Petroleum - Nonprofits_final.doc



Davis Bacon Brownfields Petroleum - Governmental Entities_final.doc

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of

CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

- a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
 - i. the identity of the State program official contacted;
 - ii. the State official's telephone number;
 - iii. the date of the contact; and
 - iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary

information for EPA to make the determinations described in Section II.A.3.b. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
 - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible*

Response Site determinations or rights, authorities, and actions under CERCLA or any federal statute.

- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.
3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient

under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns

or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities

described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$7,500. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

- v. Financial reporting under 2 CFR § 200.327.
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under

CERCLA;

- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic

properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: "**Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA.**"
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*", (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation*** , if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been

completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
 - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
 - b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
 - c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

ATTACHMENT B-1

Cooperative Agreement Work Plan
for Hazardous Substances Funding

**EPA REGION 2
BROWNFIELDS COALITION ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN
FOR HAZARDOUS SUBSTANCES FUNDING**

FOR

Greater Syracuse Land Bank Brownfields Assessment Coalition

Anticipated Project Period:

October 1, 2019 to September 30, 2022

Submitted on:

July 18, 2019 (Draft Work Plan)

September 5, 2019 (Final Work Plan)

Submitted by:

Greater Syracuse Land Bank
431 E Fayette Street, Suite 375, Syracuse NY 13202

Katelyn Wright, Executive Director

Phone: 315-422-2301

Email: kwright@syracuselandbank.org

TABLE OF CONTENTS

1.0	PROJECT OVERVIEW	1
1.1	Project Description	1
1.2	Project Team Structure & Responsibilities	1
1.2.1	Key Personnel	1
1.2.2	Regulatory Agencies.....	2
1.2.3	Consultant Team	2
1.2.4	Brownfield Advisory Committee (BAC).....	2
1.2.5	Summary of Roles and Responsibilities by Project Task	2
1.3	Measuring Environmental Results: Outputs & Outcomes	3
1.3.1	Project Outputs.....	3
1.3.2	Project Outcomes	4
1.4	Budget.....	5
2.0	PROJECT TASK DESCRIPTIONS	6
2.1	Task 1: Project Management, Reporting & Other Eligible Activities.....	6
2.1.1	Project Management & Reporting Activities	6
2.1.2	Other Eligible Activities	6
2.1.3	Task 1 Budget Detail	7
2.2	Task 2: Community Engagement	7
2.2.1	Community Outreach & Involvement Activities.....	7
2.2.2	Project Updates & Other Public Information Activities.....	8
2.2.3	Task 2 Budget Detail	9
2.3	Task 3 – Site Inventory, Prioritization & Eligibility.....	9
2.3.1	Site Inventory & Prioritization Activities	9
2.3.2	Site Eligibility Determination (ED) Request Activities	10
2.3.3	Task 3 Budget Detail	10
2.4	Task 4 – Phase I & II Environmental Site Assessments & Cleanup/Reuse Planning	11
2.4.1	Phase I ESA Activities	11
2.4.2	Phase II ESA Activities	11
2.4.3	Site Cleanup/Reuse Planning.....	13
2.4.4	Task 4 Budget Detail	14
3.0	SCHEDULE.....	15

Attachment A Detailed Budget Table

1.0 PROJECT OVERVIEW

1.1 Project Description

The United States Environmental Protection Agency (EPA) selected a Coalition led by the **Greater Syracuse Land Bank** (referred to as “the Land Bank”) as a recipient of Fiscal Year 2019 (FY19) Brownfield Assessment Grant in the amount of \$450,000 of hazardous substances funding to be used within a three-year period. The Land Bank’s Coalition members include the **Syracuse Industrial Development Agency (SIDA)** and the **Onondaga County Industrial Development Agency (OCIDA)**.

The goals of the Project to be funded by this cooperative agreement are to develop an inventory of brownfield properties, from which properties will be prioritized and assessed in a streamlined and cost-effective manner, and further action needs will be determined in order to facilitate the properties’ redevelopment. These goals will be accomplished by site-specific and non-site-specific assessment activities. Non-site-specific tasks include developing and periodically updating the inventory of potential brownfield properties, oversight of contractor services to provide technical and programmatic assistance, conducting public outreach workshops and preparing outreach materials relevant to the project. Site-specific tasks include performing Environmental Site Assessment (ESA) activities, performing Regulated Building Materials (RBM) surveys, preparing Sampling and Analysis Plans (SAPs), conducting site cleanup/reuse planning, and enrolling appropriate sites in the State Voluntary Cleanup Program (VCP), to determine whether further assessment, cleanup, or no action is required before redevelopment can occur.

1.2 Project Team Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this Project.

1.2.1 Key Personnel

The Coalition will be led by the Land Bank with support from Coalition partners, SIDA and OCIDA. The Land Bank will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The Land Bank will establish a Memorandum of Agreement (MOA) with the Coalition members during the summer/fall of 2019. The Land Bank will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project. The Land Bank will host monthly meetings with the Coalition partners and Consultant to ensure the conditions of the cooperative agreement are being met and the Project is progressing as planned.

Contact information for key personnel is provided in the following table.

Agency	Personnel Name & Title	Project Role	Contact Info
Greater Syracuse Land Bank	Katelyn Wright <i>Executive Director</i>	Project Director	P: 315-422-2301 E: kwright@syracuselandbank.org

Agency	Personnel Name & Title	Project Role	Contact Info
Greater Syracuse Land Bank	Luke Avery-Dougherty <i>Director of Administration</i>	Assistant Project Director	P: 315-422-2301 E: LAvery-Dougherty@syracuselandbank.org
Syracuse Industrial Development Agency (SIDA)	Judy Delaney <i>Economic Development Specialist</i>	SIDA Project Manager	P: 315-448-8127 E: jdelaney@syr.gov.net
Onondaga County Industrial Development Agency (OCIDA)	Robert Petrovich <i>Director</i>	OCIDA Project Manager	P: 315-435-3770 E: robertpetrovich@ongov.net

1.2.2 Regulatory Agencies

The Coalition will work closely with the EPA and the New York State Department of Environmental Conservation (NYSDEC) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The Coalition will coordinate with EPA and NYSDEC to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. The Coalition will coordinate with NYSDEC and EPA for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. EPA and NYSDEC will provide review and approval of the Master Quality Assurance Project Plan (QAPP), site-specific Sampling and Analysis plans (SAPs), Analysis of Brownfield Cleanup Alternatives (ABCAs), and Remedial Action Plans (RAPs). Additionally, the Land Bank will work with NYSDEC to enroll eligible sites in the Voluntary Cleanup Program (VCP).

1.2.3 Consultant Team

The Coalition routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications-based procurement process. In advance of the grant application, the Land Bank undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The Land Bank solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel from the Land Bank reviewed the proposals and selected the most qualified consultant team. In the fall of 2017 a team led by Stantec Consulting Services Inc. (“the Consultant”) was selected to provide technical and project management assistance.

1.2.4 Brownfield Advisory Committee (BAC)

The Coalition has received commitments from community stakeholders for participation on a BAC. The BAC will serve as the Project advisory committee and will be comprised of representatives from each Coalition partner, community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

1.2.5 Summary of Roles and Responsibilities by Project Task

Brownfield assessment funding from EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be carried out by the Land Bank. The Consultant will provide technical assistance and EPA and NYSDEC will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- **Task 1 – Project Management, Reporting & Other Eligible Program Activities:** This task will be carried out by the Land Bank with assistance from the Consultant.
- **Task 2 – Community Engagement:** This task will be led by the Land Bank with assistance from the Coalition partners, the BAC, and the Consultant.
- **Task 3 – Site Inventory, Prioritization & Eligibility:** This task will be facilitated by the Consultant with assistance from the Coalition and BAC. The Coalition and BAC will develop the site prioritization criteria and approve the prioritization process. Eligibility Determination (ED) requests for use of hazardous substances grant funds will be submitted to EPA for review and concurrence.
- **Task 4 – Phase I & II Environmental Site Assessments & Cleanup/Reuse Planning:** This task will be carried out by the Consultant with assistance from the Coalition.

1.3 Measuring Environmental Results: Outputs & Outcomes

1.3.1 Project Outputs

The Coalition will inventory and assess hazardous substances brownfield sites within the community to catalyze cleanup and revitalization of priority sites. The Coalition anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Program Activities

- Establish Memorandum of Agreement (MOA) with Coalition partners.
- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Prepare annual Federal Financial Reports (FFRs).
- Update property profiles in Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, FFR, and Project Performance Report.

Task 2 – Community Engagement

- Coordinate and conduct meetings with the BAC and general public as well as individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to).
- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Develop and regularly update a Project-specific webpage.

Task 3 – Site Inventory, Prioritization & Eligibility

- Complete an inventory of potential brownfield sites in the target areas.
- Incorporate portions of the inventory into existing GIS database(s) maintained by the Land Bank. Inventory data will be provided by the Consultant in a format that can be incorporated into these databases for use as a long-term planning tool.
- Work with the BAC to draft ranking criteria and process for site prioritization efforts for approval by the Coalition partners.
- Prioritize sites for assessment and/or cleanup planning activities using the approved ranking criteria.
- Prepare site-specific eligibility determination (ED) requests for priority sites for submittal to EPA.

Task 4 – Phase I & II Environmental Site Assessments & Cleanup/Reuse Planning

- Obtain Access Agreements or search warrants (for foreclosure properties) for sites prioritized for Phase I ESAs.
- Develop a comprehensive Master Quality Assurance Project Plan (QAPP).
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare Section 7 and 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-13 at up to 10 high priority hazardous substances brownfield sites.
- Complete Phase II ESA and/or supplemental assessment activities at up to 7 high priority hazardous substances brownfield sites.
- Complete Regulated Building Materials (RBM) Surveys at up to 6 high priority hazardous substances brownfield sites.
- Prepare site-specific Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 4 high priority hazardous substances brownfields sites.
- Prepare area-wide and/or site-specific reuse plans for up to 3 high priority hazardous substances brownfields areas/sites.

1.3.2 Project Outcomes

Grant funding will allow the Coalition to build a Brownfield Site Reuse and Revitalization Program. The Coalition will develop the organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Number of potential brownfield sites identified/prioritized for assessment and/or clean-up planning activities.

- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of sites and acres for which remedial planning is performed.
- Numbers of sites for which property title transfers are facilitated.
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse.
- Acres of parks or green space created.
- Amount of additional public and private investment leveraged.
- Amount of other funding leveraged.
- Number of jobs created or retained.
- Number of community meetings held.

1.4 Budget

The table below summarizes the proposed budget by expenditure category and project task. A detailed budget table is provided as Attachment A.

HAZARDOUS SUBSTANCES BUDGET

	Task 1 Project Mgmt., Reporting & Other Eligible Activities	Task 2 Community Engagement	Task 3 Site Inventory, Prioritization & Eligibility	Task 4 Phase I & II ESAs & Cleanup Planning	Total
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel*	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$15,000.00	\$11,400.00	\$17,100.00	\$387,000.00	\$430,500.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$21,000.00	\$11,400.00	\$17,100.00	\$387,000.00	\$436,500.00
Total Indirect Costs**	\$3,375.00	\$3,375.00	\$3,375.00	\$3,375.00	\$13,500.00
Total Budget (Direct Costs + Indirect Costs)	\$24,375.00	\$14,775.00	\$20,475.00	\$390,375.00	\$450,000.00

*Budget allocated for travel will be used for Coalition members to attend brownfields-related training conferences.

**Includes indirect administrative costs only.

2.0 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task as well as a detailed breakdown of the budget associated with each task. The budget includes average hourly rates of \$150/hour for contractual services. Additional budget information is provided in Attachment A.

2.1 Task 1: Project Management, Reporting & Other Eligible Activities

2.1.1 Project Management & Reporting Activities

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting; ongoing meetings with EPA, the Consultant and Coalition partners; and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The Land Bank with support from the Coalition partners and Consultant.

Milestones, Deliverables & Schedule:

- Summer/Fall 2019: Establish MOA with Coalition partners.
- The Land Bank will coordinate grant activities with the Coalition partners, Consultant and BAC and will serve as the liaison to EPA, NYSDEC and other stakeholders.
- Records will be created and maintained (in the Land Bank's Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- Federal Financial Report (FFR) and Disadvantaged Business Enterprises (DBE/MBE/WBE) Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A final Project Performance Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final Project Performance Report will contain the same information as the Quarterly Progress Reports but will cover the entire Project period. In addition, the final Project Performance Report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 Other Eligible Activities

Objective: Attend two or more brownfields-related training conferences.

Activities: Attend national and/or state/regional brownfields-related training conferences.

Lead: The Land Bank and Coalition partners.

Schedule:

- 2019: Attend National Brownfields Conference in Los Angeles.
- 2020: Attend state/regional brownfields-related training conference.
- 2021: Attend National Brownfields Conference (if hosted).

2.1.3 Task 1 Budget Detail

Task 1 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)
Contractual	--	--	--
Project Management & Client Meetings	\$150/hour	35 hours	\$5,250
Compliance Reporting	\$150/hour	65 hours	\$9,750
Travel	--	--	--
National Brownfields Conference/Training	\$1,800/event	2 persons	\$3,600
Regional Brownfields Conference/Training	\$1,200/event	2 persons	\$2,400
Total Direct Costs	--	--	\$21,000
Total Indirect Costs	--	--	\$3,375
Total (Direct Costs + Indirect Costs)	--	--	\$24,375

2.2 Task 2: Community Engagement

2.2.1 Community Outreach & Involvement Activities

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing Brownfield Advisory Committee (BAC) meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of site reuse planning activities.

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Develop a Community Engagement Plan (CEP) describing processes, activities, and planned outreach materials necessary to implement the grant activities.
- Convene the BAC.
- Coordinate and conduct meetings with the BAC and general public as well as individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.

- Prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Fall 2019: Develop CEP and Site Nomination Form.
- January 2020: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). Host public kick-off meeting/open house. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by the Coalition.

2.2.2 Project Updates & Other Public Information Activities

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Develop and maintain project webpage. Develop project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to)

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Project-specific webpage will be developed and will be updated on a regular basis throughout the project.
- Fact sheets (specific to property owners and the general public) will be prepared and distributed at the beginning of the Project. The fact sheets will be made available on the project website and updated throughout the project (as appropriate).
- A Process Guide will be prepared to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the project website.

Estimated Submittal/Completion Dates:

- Fall 2019: Develop webpage content, fact sheets for community members and property owners, and Process Guide for stakeholders.
- January 2020: Publish project-specific webpage.

2.2.3 Task 2 Budget Detail

Task 2 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)
Contractual	--	--	--
Stakeholder Meetings	\$150/hour	64 hours	\$9,600
Project Fact Sheets & Web Content	\$150/hour	12 hours	\$1,800
Total Direct Costs	--	--	\$11,400
Total Indirect Costs	--	--	\$3,375
Total (Direct Costs + Indirect Costs)	--	--	\$14,775

2.3 Task 3 – Site Inventory, Prioritization & Eligibility

2.3.1 Site Inventory & Prioritization Activities

Objective: Build a GIS-based comprehensive inventory of potential brownfield sites in the target area as a foundation for identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with Land Bank databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of the inventory:

- Identify environmental records for all sites in the target areas listed in EPA, NYSDEC and/or local environmental databases;
- Review select City, County and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, Loopnet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, Land Bank directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct tours/inspections throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies; and
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria may be analyzed when prioritizing sites (pending approval of the Coalition partners):

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;

- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;
- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the Coalition and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Winter 2020: Initial inventory and ranking completed (to be updated throughout Project).

2.3.2 Site Eligibility Determination (ED) Request Activities

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup planning activities.

Activities: Prior to initiating any site-specific work, site ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer.

Lead: The Consultant with assistance from the Coalition.

Milestones and Deliverables: Deliverables include completed/approved ED forms.

Estimated Submittal/Completion Dates: ED requests will be submitted to EPA and NYSDEC throughout the grant period. The first ED request is estimated to be completed in early 2020.

2.3.3 Task 3 Budget Detail

Task 3 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)
Contractual	--	--	--
Site Inventory & Prioritization	\$150/hour	50 hours	\$7,500
ED Requests for Priority Sites	\$150/hour	64 hours	\$9,600
Total Direct Costs	--	--	\$17,100
Total Indirect Costs	--	--	\$3,375

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)
Total (Direct Costs + Indirect Costs)	--	--	\$20,475

2.4 Task 4 – Phase I & II Environmental Site Assessments & Cleanup/Reuse Planning

2.4.1 Phase I ESA Activities

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: Phase I ESAs will support property transfers and eventual redevelopment, and provide information for evaluating the need for Phase II ESAs and cleanup. The Coalition anticipates conducting Phase I ESAs for up to 10 high priority hazardous substances brownfield sites.

The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-13. The Coalition will contact site owners and negotiate Access Agreements. For foreclosable sites, the Coalition will seek search warrants if the property owners can not be reached and/or is unwilling to sign an Access Agreement.

The ACRES database will be updated following completion of each Phase I ESA. A Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the Coalition for site selection, data acquisition, and report review and distribution. The Land Bank will execute Access Agreements with property owners (or secure search warrants when necessary) with support from the Consultant.

Milestones and Deliverables: Deliverables include site-specific Health and Safety Plans (HASPs), Phase I ESA checklists, and Phase I ESA reports.

Estimated Submittal/Completion Dates: Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in Winter/Spring 2020.

2.4.2 Phase II ESA Activities

2.4.2.1 Master Quality Assurance Project Plan (QAPP)

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, both the Land Bank and the Consultant will participate in a pre-QAPP conference call with EPA, if required. A draft Master QAPP (i.e. not site-specific) will be prepared and submitted to EPA and NYSDEC for review and approval. The Consultant will finalize the Master QAPP once EPA and NYSDEC have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the comprehensive Master QAPP will be established at the beginning of the project. This approach will provide for ample EPA review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures. The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the Land Bank will review the draft prior to submittal to EPA and NYSDEC.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- January 2020: Draft Master QAPP submitted to EPA and NYSDEC for review.
- March 2020: Final Master QAPP completed (pending EPA and NYSDEC review time).

2.4.2.2 Phase II ESA Activities

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

The Coalition anticipates conducting Phase II ESAs for up to 7 high priority hazardous substances brownfield sites where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities are anticipated to include soil, groundwater, soil vapor, and regulated building materials sampling and analysis, and reporting. As part of Phase II ESA activities, the Coalition also anticipates conducting RBM Surveys for up to 6 high priority hazardous substance sites.

SAPs addressing each property where Phase II ESA work is anticipated will be submitted to EPA and NYSDEC for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP. Preparing a comprehensive Master QAPP (versus multiple site-specific QAPPs) that is supplemented by SAPs will allow for an efficient document preparation and agency review process; thus reducing project costs and lag time.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The Land Bank will execute Access Agreements with property owners or secure search warrants for foreclosable properties.

Milestones and Deliverables:

- Site-specific SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database

- Green and sustainable efforts updates (included in quarterly reporting)

Task 3 (Phase II ESA Subtask) Estimated Submittal/Completion Dates:

- Spring/Summer 2020: Phase II ESA fieldwork underway at first site.
- Summer/Fall 2020: First Phase II ESA report(s) completed (ongoing throughout Project).

2.4.3 Site Cleanup/Reuse Planning

2.4.3.1 Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (CAPs)

Objective: Prepare site-specific ABCAs and/or RAPs for up to 4 high priority hazardous substances brownfield sites to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The Coalition will conduct cleanup and redevelopment planning as required by NYSDEC and/or EPA for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs. The plans/reports will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial options for each selected brownfield site and redevelopment. The Coalition and environmental Consultant will work closely with NYSDEC and EPA when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables: Deliverables for this task will be site-specific ABCAs and/or RAPs.

Estimated Submittal/Completion Dates:

- Winter/Spring 2021: First site-specific ABCA/RAP complete.

2.4.3.2 Area-Wide/Site-Specific Reuse Planning

Objective: Identify potential reuse options uses for one brownfield-impacted area or individual reuse plans for up to 3 high priority hazardous substances brownfields sites and develop strategies to facilitate the reuse of existing infrastructure, as well as identifying potential infrastructure investments needed to accommodate alternative future uses.

Activities: With support from the Coalition and the BAC, the Consultant will develop reuse plans for high priority brownfield-impacted areas and/or sites. These activities may include a market analysis/study, reuse vision, disposition strategy, reuse assessment, infrastructure evaluation, and/or land use assessment.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on planning, public outreach, and deliverable review and distribution.

Milestones & Deliverables: Area-wide and/or site-specific reuse plan(s).

Estimated Submittal/Completion Dates:

- Spring 2021: Anticipated completion date for first area-wide or site-specific reuse plan.

2.4.4 Task 4 Budget Detail

Task 4 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)
Contractual	--	--	--
Phase I ESAs	\$5,500/site	10 sites	\$55,000
Master QAPP	\$8,000/QAPP	0.5 QAPP	\$4,000
Phase II ESAs	\$30,000/site	7 sites	\$210,000
RBM Surveys	\$8,000/site	6 sites	\$48,000
Site-Specific ABCAs/RAPs	\$10,000/site	4 sites	\$40,000
Area-Wide/Site-Specific Reuse Planning	\$10,000/site	3 sites	\$30,000
Total Direct Costs	--	--	\$387,000
Total Indirect Costs	--	--	\$3,375
Total (Direct Costs + Indirect Costs)	--	--	\$390,375

3.0 SCHEDULE

The table below summarizes the anticipated deliverable schedule (*assuming a project start date of October 1, 2019*) and the agency/office each will be submitted to.

DUE DATE	ITEM	EPA PO	NYSDEC	EPA GRANTS	EPA FINANCE
Pre-award (July-September 2019)	<ul style="list-style-type: none"> ▪ Promote and advertise project in the community. ▪ Establish MOA with Coalition partners. ▪ Kick-off meeting with Consultant, Coalition members, and EPA. 	X			
Month 1 (Oct. 2019)	<ul style="list-style-type: none"> ▪ Develop Site Nomination Form and Access Agreement Template. ▪ Develop project fact sheets and website content. ▪ Develop Master QAPP. ▪ Convene Coalition and Consultant for monthly conference calls. 	X			
Months 2-3 (Nov.-Dec. 2019)	<ul style="list-style-type: none"> ▪ Preliminary inventory work. ▪ Establish access into ACRES. (Property Profile Forms will be entered into ACRES as property specific projects are completed.) ▪ Attend National Brownfields Conference. 	X			
Month 4 (Jan. 2020)	<ul style="list-style-type: none"> ▪ Finalize preliminary inventory results & site prioritization criteria. ▪ Submit draft Master QAPP for approval. ▪ BAC and Public Kick-off Meetings. ▪ Prepare first Quarterly Progress Report (QPR) - continue preparing quarterly for duration project (to be submitted within 30 days following the end of each quarter). 	X	X		
Month 5-6 (Feb.-Mar. 2020)	<ul style="list-style-type: none"> ▪ Top sites selected for grant-funded activities. ▪ Finalize Master QAPP per agency comments (a site-specific SAP will be prepared for each property approved for a Phase II ESA). 	X	X		
Month 9 (June 2020)	<ul style="list-style-type: none"> ▪ BAC Meeting #2. 	X	X		
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X			
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements or secure search warrants (if necessary). ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		

Greater Syracuse Land Bank
 Cooperative Agreement Work Plan for Hazardous Substances Funding
 September 5, 2019

DUE DATE	ITEM	EPA PO	NYSDEC	EPA GRANTS	EPA FINANCE
Ongoing	<ul style="list-style-type: none"> ▪ Prepare Phase I & II ESA Reports. ▪ Prepare All Appropriate Inquiries Rule Checklist (Form EPA 560-R-11-030) ▪ Prepare ABCA/RAP deliverables. ▪ Prepare Site Reuse Plan deliverables. 	X	X (RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE (MBE/WBE) Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Months 38 – 41	Prepare Final DBE Report, FFR, and Final Drawdown.	X		X	X
Months 38 – 41	Prepare Final Project Performance Report with summary fact sheets/success stories, photos, and lessons learned.	X			

Attachment A
Detailed Budget Table

**Attachment A: Detailed Budget Table for Hazardous Substances Funding
Greater Syracuse Land Bank**

<u>TRAVEL</u>	<u>Requested from EPA</u>	<u>Cost Share</u>		<u>Purpose</u>	<u>No. of Units</u>	<u>Cost per Unit</u>
National Conference	\$3,600.00	\$0.00		Brownfields-related training for up to 2 Coalition personnel.	2 persons	\$1,800.00
Regional Conference	\$2,400.00	\$0.00		Brownfields-related training for up to 2 Coalition personnel.	2 persons	\$1,200.00
TOTAL	\$6,000.00	\$0.00	\$6,000.00			

<u>CONTRACTUAL</u>	<u>Requested from EPA</u>	<u>Cost Share</u>		<u>Purpose</u>	<u>No. of Units</u>	<u>Cost per Unit</u>
Task 1: Project Management & Reporting	\$15,000.00	\$0.00		Compliance reporting, monthly check-in meetings, and project management support.	100 hours	\$150.00
Task 2: Community Engagement	\$11,400.00	\$0.00		Develop webpage content, project fact sheets, etc. Develop Community Engagement Plan. Prepare materials and facilitate stakeholder and public meetings.	76 hours	\$150.00
Task 3: Site Inventory, Prioritization & Eligibility	\$17,100.00	\$0.00		Develop brownfields site inventory, support site prioritization efforts, prepare eligibility requests for high priority sites.	114 hours	\$150.00
Task 4: ESAs & Cleanup/Reuse Plans		\$0.00				
4.1: Phase I ESAs	\$55,000.00	\$0.00		Phase I ESAs for high priority sites.	10 sites	\$5,500.00
4.2: Master QAPP	\$4,000.00	\$0.00		Prepare one Master QAPP covering both hazardous substances and petroleum sites.	0.5 Master QAPP	\$4,000.00
4.3: Phase II ESAs	\$210,000.00	\$0.00		Phase II ESAs for high priority sites.	7 sites	\$30,000.00
4.4: RBM Surveys	\$48,000.00	\$0.00		RBM Surveys for high priority sites.	6 sites	\$8,000.00
4.5: Site-Specific ABCAs/RAPs	\$40,000.00	\$0.00		Prepare ABCAs and/or RAPs for high priority sites.	4 sites	\$10,000.00
4.6: Reuse Plans	\$30,000.00	\$0.00		Prepare reuse plans for high priority sites.	3 sites	\$10,000.00
TOTAL	\$430,500.00	\$0.00	\$430,500.00			

<u>INDIRECT COSTS</u>	<u>Requested from EPA</u>	<u>Cost Share</u>	
Indirect/Administrative costs	\$13,500.00	\$0.00	
TOTAL	\$13,500.00	\$0.00	\$13,500.00

Total Budget (EPA and Cost Share) \$450,000.00

ATTACHMENT B-2

Cooperative Agreement Work Plan
for Petroleum Funding

**EPA REGION 2
BROWNFIELDS COALITION ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN
FOR PETROLEUM FUNDING**

FOR

Greater Syracuse Land Bank Brownfields Assessment Coalition

Anticipated Project Period:

October 1, 2019 to September 30, 2022

Submitted on:

July 18, 2019 (Draft Work Plan)
September 5, 2019 (Final Work Plan)

Submitted by:

Greater Syracuse Land Bank
431 E Fayette Street, Suite 375, Syracuse NY 13202

Katelyn Wright, Executive Director
Phone: 315-422-2301
Email: kwright@syracuselandbank.org

TABLE OF CONTENTS

1.0	PROJECT OVERVIEW	1
1.1	Project Description	1
1.2	Project Team Structure & Responsibilities	1
1.2.1	Key Personnel	1
1.2.2	Regulatory Agencies.....	2
1.2.3	Consultant Team	2
1.2.4	Brownfield Advisory Committee (BAC).....	2
1.2.5	Summary of Roles and Responsibilities by Project Task	2
1.3	Measuring Environmental Results: Outputs & Outcomes	3
1.3.1	Project Outputs.....	3
1.3.2	Project Outcomes	4
1.4	Budget.....	5
2.0	PROJECT TASK DESCRIPTIONS	6
2.1	Task 1: Project Management, Reporting & Other Eligible Activities.....	6
2.1.1	Project Management & Reporting Activities	6
2.1.2	Other Eligible Activities	6
2.1.3	Task 1 Budget Detail	7
2.2	Task 2: Community Engagement	7
2.2.1	Community Outreach & Involvement Activities.....	7
2.2.2	Project Updates & Other Public Information Activities.....	8
2.2.3	Task 2 Budget Detail	9
2.3	Task 3 – Site Inventory, Prioritization & Eligibility.....	9
2.3.1	Site Inventory & Prioritization Activities	9
2.3.2	Site Eligibility Determination (ED) Request Activities	10
2.3.3	Task 3 Budget Detail	10
2.4	Task 4 – Phase I & II Environmental Site Assessments & Cleanup/Reuse Planning	11
2.4.1	Phase I ESA Activities	11
2.4.2	Phase II ESA Activities	11
2.4.3	Cleanup Planning	13
2.4.4	Task 4 Budget Detail	13
3.0	SCHEDULE.....	14

Attachment A Detailed Budget Table

1.0 PROJECT OVERVIEW

1.1 Project Description

The United States Environmental Protection Agency (EPA) selected a Coalition led by the **Greater Syracuse Land Bank** (referred to as “the Land Bank”) as a recipient of Fiscal Year 2019 (FY19) Brownfield Assessment Grant in the amount of \$150,000 of petroleum funding to be used within a three-year period. The Land Bank’s Coalition members include the **Syracuse Industrial Development Agency (SIDA)** and the **Onondaga County Industrial Development Agency (OCIDA)**.

The goals of the Project to be funded by this cooperative agreement are to develop an inventory of brownfield properties, from which properties will be prioritized and assessed in a streamlined and cost-effective manner, and further action needs will be determined in order to facilitate the properties’ redevelopment. These goals will be accomplished by site-specific and non-site-specific assessment activities. Non-site-specific tasks include developing and periodically updating the inventory of potential brownfield properties, oversight of contractor services to provide technical and programmatic assistance, conducting public outreach workshops and preparing outreach materials relevant to the project. Site-specific tasks include performing Environmental Site Assessment (ESA) activities, preparing Sampling and Analysis Plans (SAPs), conducting site cleanup/reuse planning, and enrolling appropriate sites in the State Voluntary Cleanup Program (VCP), to determine whether further assessment, cleanup, or no action is required before redevelopment can occur.

1.2 Project Team Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this Project.

1.2.1 Key Personnel

The Coalition will be led by the Land Bank with support from Coalition partners, SIDA and OCIDA. The Land Bank will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The Land Bank will establish a Memorandum of Agreement (MOA) with the Coalition members during the summer/fall of 2019. The Land Bank will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project. The Land Bank will host monthly meetings with the Coalition partners and Consultant to ensure the conditions of the cooperative agreement are being met and the Project is progressing as planned.

Contact information for key personnel is provided in the following table.

Agency	Personnel Name & Title	Project Role	Contact Info
Greater Syracuse Land Bank	Katelyn Wright <i>Executive Director</i>	Project Director	P: 315-422-2301 E: kwright@syracuselandbank.org
Greater Syracuse Land Bank	Luke Avery-Dougherty <i>Director of Administration</i>	Assistant Project Director	P: 315-422-2301 E: LAvery-Dougherty@syracuselandbank.org

Agency	Personnel Name & Title	Project Role	Contact Info
Syracuse Industrial Development Agency (SIDA)	Judy Delaney <i>Economic Development Specialist</i>	SIDA Project Manager	P: 315-448-8127 E: jdelaney@syr.gov.net
Onondaga County Industrial Development Agency (OCIDA)	Robert Petrovich <i>Director</i>	OCIDA Project Manager	P: 315-435-3770 E: robertpetrovich@ongov.net

1.2.2 Regulatory Agencies

The Coalition will work closely with the EPA and the New York State Department of Environmental Conservation (NYSDEC) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The Coalition will coordinate with EPA and NYSDEC to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. The Coalition will coordinate with NYSDEC and EPA for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. EPA and NYSDEC will provide review and approval of the Master Quality Assurance Project Plan (QAPP), site-specific Sampling and Analysis plans (SAPs), Analysis of Brownfield Cleanup Alternatives (ABCAs), and Remedial Action Plans (RAPs). Additionally, the Land Bank will work with NYSDEC to enroll eligible sites in the Voluntary Cleanup Program (VCP).

1.2.3 Consultant Team

The Coalition routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications-based procurement process. In advance of the grant application, the Land Bank undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The Land Bank solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel from the Land Bank reviewed the proposals and selected the most qualified consultant team. In the fall of 2017 a team led by Stantec Consulting Services Inc. (“the Consultant”) was selected to provide technical and project management assistance.

1.2.4 Brownfield Advisory Committee (BAC)

The Coalition has received commitments from community stakeholders for participation on a BAC. The BAC will serve as the Project advisory committee and will be comprised of representatives from each Coalition partner, community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

1.2.5 Summary of Roles and Responsibilities by Project Task

Brownfield assessment funding from EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be carried out by the Land Bank. The Consultant will provide technical assistance and EPA and NYSDEC will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- **Task 1 – Project Management, Reporting & Other Eligible Program Activities:** This task will be carried out by the Land Bank with assistance from the Consultant.
- **Task 2 – Community Engagement:** This task will be led by the Land Bank with assistance from the Coalition partners, the BAC, and the Consultant.
- **Task 3 – Site Inventory, Prioritization & Eligibility:** This task will be facilitated by the Consultant with assistance from the Coalition and BAC. The Coalition and BAC will develop the site prioritization criteria and approve the prioritization process. Eligibility Determination (ED) requests for use of petroleum grant funds will be submitted to NYSDEC for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- **Task 4 – Phase I & II Environmental Site Assessments & Cleanup Planning:** This task will be carried out by the Consultant with assistance from the Coalition.

1.3 Measuring Environmental Results: Outputs & Outcomes

1.3.1 Project Outputs

The Coalition will inventory and assess petroleum brownfield sites within the community to catalyze cleanup and revitalization of priority sites. The Coalition anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Program Activities

- Establish Memorandum of Agreement (MOA) with Coalition partners.
- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Prepare annual Federal Financial Reports (FFRs).
- Update property profiles in Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, FFR, and Project Performance Report.

Task 2 – Community Engagement

- Coordinate and conduct meetings with the BAC and general public as well as individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to).
- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Develop and regularly update a Project-specific webpage.

Task 3 – Site Inventory, Prioritization & Eligibility

- Complete an inventory of potential brownfield sites in the target areas.
- Incorporate portions of the inventory into existing GIS database(s) maintained by the Land Bank. Inventory data will be provided by the Consultant in a format that can be incorporated into these databases for use as a long-term planning tool.
- Work with the BAC to draft ranking criteria and process for site prioritization efforts for approval by the Coalition partners.
- Prioritize sites for assessment and/or cleanup planning activities using the approved ranking criteria.
- Prepare site-specific eligibility determination (ED) requests for priority sites for submittal to NYSDEC and EPA.

Task 4 – Phase I & II Environmental Site Assessments & Cleanup Planning

- Obtain Access Agreements or search warrants (for foreclosure properties) for sites prioritized for Phase I ESAs.
- Develop a comprehensive Master Quality Assurance Project Plan (QAPP).
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare Section 7 and 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-13 at up to 4 high priority petroleum brownfield sites.
- Complete Phase II ESA and/or supplemental assessment activities at up to 2 high priority petroleum brownfield sites.
- Prepare site-specific Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 2 high priority petroleum brownfields sites.

1.3.2 Project Outcomes

Grant funding will allow the Coalition to build a Brownfield Site Reuse and Revitalization Program. The Coalition will develop the organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Number of potential brownfield sites identified/prioritized for assessment and/or clean-up planning activities.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.

- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of sites and acres for which remedial planning is performed.
- Numbers of sites for which property title transfers are facilitated.
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse.
- Acres of parks or green space created.
- Amount of additional public and private investment leveraged.
- Amount of other funding leveraged.
- Number of jobs created or retained.
- Number of community meetings held.

1.4 Budget

The table below summarizes the proposed budget by expenditure category and project task. A detailed budget table is provided as Attachment A.

PETROLEUM BUDGET

	Task 1 Project Mgmt., Reporting & Other Eligible Activities	Task 2 Community Engagement	Task 3 Site Inventory, Prioritization & Eligibility	Task 4 Phase I & II ESAs & Cleanup Planning	Total
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel*	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$15,000.00	\$11,400.00	\$7,050.00	\$106,050.00	\$139,500.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$21,000.00	\$11,400.00	\$7,050.00	\$106,050.00	\$145,500.00
Total Indirect Costs**	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$4,500.00
Total Budget (Direct Costs + Indirect Costs)	\$22,125.00	\$12,525.00	\$8,175.00	\$107,175.00	\$150,000.00

*Budget allocated for travel will be used for Coalition members to attend brownfields-related training conferences.

**Includes indirect administrative costs only.

2.0 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task as well as a detailed breakdown of the budget associated with each task. The budget includes average hourly rates of \$150/hour for contractual services. Additional budget information is provided in Attachment A.

2.1 Task 1: Project Management, Reporting & Other Eligible Activities

2.1.1 Project Management & Reporting Activities

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting; ongoing meetings with EPA, the Consultant and Coalition partners; and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The Land Bank with support from the Coalition partners and Consultant.

Milestones, Deliverables & Schedule:

- Summer/Fall 2019: Establish MOA with Coalition partners.
- The Land Bank will coordinate grant activities with the Coalition partners, Consultant and BAC and will serve as the liaison to EPA, NYSDEC and other stakeholders.
- Records will be created and maintained (in the Land Bank's Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- Federal Financial Report (FFR) and Disadvantaged Business Enterprises (DBE/MBE/WBE) Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A final Project Performance Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final Project Performance Report will contain the same information as the Quarterly Progress Reports but will cover the entire Project period. In addition, the final Project Performance Report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 Other Eligible Activities

Objective: Attend two or more brownfields-related training conferences.

Activities: Attend national and/or state/regional brownfields-related training conferences.

Lead: The Land Bank and Coalition partners.

Schedule:

- 2019: Attend National Brownfields Conference in Los Angeles.
- 2020: Attend state/regional brownfields-related training conference.
- 2021: Attend National Brownfields Conference (if hosted).

2.1.3 Task 1 Budget Detail

Task 1 Budget Detail by Activity

Description	Unit Cost	Units (Petroleum)	Total (Petroleum)
Contractual	--	--	--
Project Management & Client Meetings	\$150/hour	35 hours	\$5,250
Compliance Reporting	\$150/hour	65 hours	\$9,750
Travel	--	--	--
National Brownfields Conference/Training	\$1,800/event	2 persons	\$3,600
Regional Brownfields Conference/Training	\$1,200/event	2 persons	\$2,400
Total Direct Costs	--	--	\$21,000
Total Indirect Costs	--	--	\$1,125
Total (Direct Costs + Indirect Costs)	--	--	\$22,125

2.2 Task 2: Community Engagement

2.2.1 Community Outreach & Involvement Activities

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing Brownfield Advisory Committee (BAC) meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of site reuse planning activities.

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Develop a Community Engagement Plan (CEP) describing processes, activities, and planned outreach materials necessary to implement the grant activities.
- Convene the BAC.
- Coordinate and conduct meetings with the BAC and general public as well as individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.

- Prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Fall 2019: Develop CEP and Site Nomination Form.
- January 2020: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). Host public kick-off meeting/open house. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by the Coalition.

2.2.2 Project Updates & Other Public Information Activities

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Develop and maintain project webpage. Develop project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to)

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Project-specific webpage will be developed and will be updated on a regular basis throughout the project.
- Fact sheets (specific to property owners and the general public) will be prepared and distributed at the beginning of the Project. The fact sheets will be made available on the project website and updated throughout the project (as appropriate).
- A Process Guide will be prepared to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the project website.

Estimated Submittal/Completion Dates:

- Fall 2019: Develop webpage content, fact sheets for community members and property owners, and Process Guide for stakeholders.
- January 2020: Publish project-specific webpage.

2.2.3 Task 2 Budget Detail

Task 2 Budget Detail by Activity

Description	Unit Cost	Units (Petroleum)	Total (Petroleum)
Contractual	--	--	--
Stakeholder Meetings	\$150/hour	64 hours	\$9,600
Project Fact Sheets & Web Content	\$150/hour	12 hours	\$1,800
Total Direct Costs	--	--	\$11,400
Total Indirect Costs	--	--	\$1,125
Total (Direct Costs + Indirect Costs)	--	--	\$12,525

2.3 Task 3 – Site Inventory, Prioritization & Eligibility

2.3.1 Site Inventory & Prioritization Activities

Objective: Build a GIS-based comprehensive inventory of potential brownfield sites in the target area as a foundation for identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with Land Bank databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of the inventory:

- Identify environmental records for all sites in the target areas listed in EPA, NYSDEC and/or local environmental databases;
- Review select City, County and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, Loopnet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, Land Bank directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct tours/inspections throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies; and
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria may be analyzed when prioritizing sites (pending approval of the Coalition partners):

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;

- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;
- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the Coalition and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Winter 2020: Initial inventory and ranking completed (to be updated throughout Project).

2.3.2 Site Eligibility Determination (ED) Request Activities

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup planning activities.

Activities: Prior to initiating any site-specific work, site ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer. As part of the ED process for petroleum contaminated sites, information will first be submitted for review by NYSDEC to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the Coalition.

Milestones and Deliverables: Deliverables include completed/approved ED forms.

Estimated Submittal/Completion Dates: ED requests will be submitted to EPA and NYSDEC throughout the grant period. The first ED request is estimated to be completed in early 2020.

2.3.3 Task 3 Budget Detail

Task 3 Budget Detail by Activity

Description	Unit Cost	Units (Petroleum)	Total (Petroleum)
Contractual	--	--	--
Site Inventory & Prioritization	\$150/hour	25 hours	\$3,750
ED Requests for Priority Sites	\$150/hour	22 hours	\$3,300
Total Direct Costs	--	--	\$7,050

Description	Unit Cost	Units (Petroleum)	Total (Petroleum)
Total Indirect Costs	--	--	\$1,125
Total (Direct Costs + Indirect Costs)	--	--	\$8,175

2.4 Task 4 – Phase I & II Environmental Site Assessments & Cleanup/Reuse Planning

2.4.1 Phase I ESA Activities

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: Phase I ESAs will support property transfers and eventual redevelopment, and provide information for evaluating the need for Phase II ESAs and cleanup. The Coalition anticipates conducting Phase I ESAs for up to 4 high priority petroleum brownfield sites.

The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-13. The Coalition will contact site owners and negotiate Access Agreements. For foreclosable sites, the Coalition will seek search warrants if the property owners can not be reached and/or is unwilling to sign an Access Agreement.

The ACRES database will be updated following completion of each Phase I ESA. A Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the Coalition for site selection, data acquisition, and report review and distribution. The Land Bank will execute Access Agreements with property owners (or secure search warrants when necessary) with support from the Consultant.

Milestones and Deliverables: Deliverables include site-specific Health and Safety Plans (HASPs), Phase I ESA checklists, and Phase I ESA reports.

Estimated Submittal/Completion Dates: Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in Winter/Spring 2020.

2.4.2 Phase II ESA Activities

2.4.2.1 Master Quality Assurance Project Plan (QAPP)

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, both the Land Bank and the Consultant will participate in a pre-QAPP conference call with EPA, if required. A draft Master QAPP (i.e. not site-specific) will be prepared and submitted to EPA and NYSDEC for review and approval. The Consultant will finalize the Master QAPP once EPA and NYSDEC have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the comprehensive Master QAPP will be established at the beginning of the project. This approach will provide for ample EPA review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures. The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the Land Bank will review the draft prior to submittal to EPA and NYSDEC.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- January 2020: Draft Master QAPP submitted to EPA and NYSDEC for review.
- March 2020: Final Master QAPP completed (pending EPA and NYSDEC review time).

2.4.2.2 Phase II ESA Activities

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

The Coalition anticipates conducting Phase II ESAs for up to 2 high priority petroleum brownfield sites where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities are anticipated to include soil, groundwater, soil vapor, and regulated building materials sampling and analysis, and reporting.

SAPs addressing each property where Phase II ESA work is anticipated will be submitted to EPA and NYSDEC for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP. Preparing a comprehensive Master QAPP (versus multiple site-specific QAPPs) that is supplemented by SAPs will allow for an efficient document preparation and agency review process; thus reducing project costs and lag time.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The Land Bank will execute Access Agreements with property owners or secure search warrants for foreclosable properties.

Milestones and Deliverables:

- Site-specific SAPs
- Site-specific HASPs
- Phase II ESA Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)

Task 3 (Phase II ESA Subtask) Estimated Submittal/Completion Dates:

- Spring/Summer 2020: Phase II ESA fieldwork underway at first site.
- Summer/Fall 2020: First Phase II ESA report(s) completed (ongoing throughout Project).

2.4.3 Cleanup Planning

2.4.3.1 Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (CAPs)

Objective: Prepare site-specific ABCAs and/or RAPs for up to 2 high priority petroleum brownfield sites to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The Coalition will conduct cleanup and redevelopment planning as required by NYSDEC and/or EPA for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs. The plans/reports will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial options for each selected brownfield site and redevelopment. The Coalition and environmental Consultant will work closely with NYSDEC and EPA when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables: Deliverables for this task will be site-specific ABCAs and/or RAPs.

Estimated Submittal/Completion Dates:

- Winter/Spring 2021: First site-specific ABCA/RAP complete.

2.4.4 Task 4 Budget Detail

Task 4 Budget Detail by Activity

Description	Unit Cost	Units (Petroleum)	Total (Petroleum)
Contractual	--	--	--
Phase I ESAs	\$5,512.50/site	4 sites	\$22,050
Master QAPP	\$8,000/QAPP	0.5 QAPP	\$4,000
Phase II ESAs	\$30,000/site	2 sites	\$60,000
Site-Specific ABCAs/RAPs	\$10,000/site	2 sites	\$20,000
Total Direct Costs	--	--	\$106,050
Total Indirect Costs	--	--	\$1,125
Total (Direct Costs + Indirect Costs)	--	--	\$107,175

3.0 SCHEDULE

The table below summarizes the anticipated deliverable schedule (*assuming a project start date of October 1, 2019*) and the agency/office each will be submitted to.

DUE DATE	ITEM	EPA PO	NYSDEC	EPA GRANTS	EPA FINANCE
Pre-award (July-September 2019)	<ul style="list-style-type: none"> ▪ Promote and advertise project in the community. ▪ Establish MOA with Coalition partners. ▪ Kick-off meeting with Consultant, Coalition members, and EPA. 	X			
Month 1 (Oct. 2019)	<ul style="list-style-type: none"> ▪ Develop Site Nomination Form and Access Agreement Template. ▪ Develop project fact sheets and website content. ▪ Develop Master QAPP. ▪ Convene Coalition and Consultant for monthly conference calls. 	X			
Months 2-3 (Nov.-Dec. 2019)	<ul style="list-style-type: none"> ▪ Preliminary inventory work. ▪ Establish access into ACRES. (Property Profile Forms will be entered into ACRES as property specific projects are completed.) ▪ Attend National Brownfields Conference. 	X			
Month 4 (Jan. 2020)	<ul style="list-style-type: none"> ▪ Finalize preliminary inventory results & site prioritization criteria. ▪ Submit draft Master QAPP for approval. ▪ BAC and Public Kick-off Meetings. ▪ Prepare first Quarterly Progress Report (QPR) - continue preparing quarterly for duration project (to be submitted within 30 days following the end of each quarter). 	X	X		
Month 5-6 (Feb.-Mar. 2020)	<ul style="list-style-type: none"> ▪ Top sites selected for grant-funded activities. ▪ Finalize Master QAPP per agency comments (a site-specific SAP will be prepared for each property approved for a Phase II ESA). 	X	X		
Month 9 (June 2020)	<ul style="list-style-type: none"> ▪ BAC Meeting #2. 	X	X		
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements or secure search warrants (if necessary). ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		

Greater Syracuse Land Bank
 Cooperative Agreement Work Plan for Petroleum Funding
 September 5, 2019

DUE DATE	ITEM	EPA PO	NYSDEC	EPA GRANTS	EPA FINANCE
Ongoing	<ul style="list-style-type: none"> ▪ Prepare Phase I & II ESA Reports. ▪ Prepare All Appropriate Inquiries Rule Checklist (Form EPA 560-R-11-030) ▪ Prepare ABCA/RAP deliverables. ▪ Prepare Site Reuse Plan deliverables. 	X	X (RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE (MBE/WBE) Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Months 38 – 41	Prepare Final DBE Report, FFR, and Final Drawdown.	X		X	X
Months 38 – 41	Prepare Final Project Performance Report with summary fact sheets/success stories, photos, and lessons learned.	X			

Attachment A
Detailed Budget Table

**Attachment A: Detailed Budget Table for Petroleum Funding
Greater Syracuse Land Bank**

<u>TRAVEL</u>	<u>Requested from EPA</u>	<u>Cost Share</u>		<u>Purpose</u>	<u>No. of Units</u>	<u>Cost per Unit</u>
National Conference	\$3,600.00	\$0.00		Brownfields-related training for up to 2 Coalition personnel.	2 persons	\$1,800.00
Regional Conference	\$2,400.00	\$0.00		Brownfields-related training for up to 2 Coalition personnel.	2 persons	\$1,200.00
TOTAL	\$6,000.00	\$0.00	\$6,000.00			

<u>CONTRACTUAL</u>	<u>Requested from EPA</u>	<u>Cost Share</u>		<u>Purpose</u>	<u>No. of Units</u>	<u>Cost per Unit</u>
Task 1: Project Management & Reporting	\$15,000.00	\$0.00		Compliance reporting, monthly check-in meetings, and project management support.	100 hours	\$150.00
Task 2: Community Engagement	\$11,400.00	\$0.00		Develop webpage content, project fact sheets, etc. Develop Community Engagement Plan. Prepare materials and facilitate stakeholder and public meetings.	76 hours	\$150.00
Task 3: Site Inventory, Prioritization & Eligibility	\$7,050.00	\$0.00		Develop brownfields site inventory, support site prioritization efforts, prepare eligibility requests for high priority sites.	47 hours	\$150.00
Task 4: ESAs & Cleanup/Reuse Plans		\$0.00				
4.1: Phase I ESAs	\$22,050.00	\$0.00		Phase I ESAs for high priority sites.	4 sites	\$5,512.50
4.2: Master QAPP	\$4,000.00	\$0.00		Prepare one Master QAPP covering both hazardous substances and petroleum sites.	0.5 Master QAPP	\$4,000.00
4.3: Phase II ESAs	\$60,000.00	\$0.00		Phase II ESAs for high priority sites.	2 sites	\$30,000.00
4.4: Site-Specific ABCAs/RAPs	\$20,000.00	\$0.00		Prepare ABCAs and/or RAPs for high priority sites.	2 sites	\$10,000.00
TOTAL	\$139,500.00	\$0.00	\$139,500.00			

<u>INDIRECT COSTS</u>	<u>Requested from EPA</u>	<u>Cost Share</u>	
Indirect/Administrative costs	\$4,500.00	\$0.00	
TOTAL	\$4,500.00	\$0.00	\$4,500.00

Total Budget (EPA and Cost Share)	\$150,000.00
--	---------------------

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on October 15, 2019 at 8:30 a.m. in the Common Council's 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:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO: (1) EXECUTE AND DELIVER THE BROWNFIELDS ASSESSMENT COALITION MEMORANDUM OF AGREEMENT FOR THE GRANT PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022; AND (2) NEGOTIATE, EXECUTE AND DELIVER AN AGREEMENT WITH THE GREATER SYRACUSE LAND BANK

WHEREAS, the policy of the State of New York (the "*State*") set forth in Title 1 of Article 18-A of the General Municipal Law of the State, as amended (the "*IDA Act*"), is to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation, economically sound commerce and industry through governmental action for the purpose of preventing unemployment and economic deterioration by the creation of industrial development agencies and to protect and promote the health of the inhabitants of the State and to increase trade through promoting the development of facilities to provide recreation for the citizens of the State and to attract tourists from other states; and

WHEREAS, City of Syracuse Industrial Development Agency (the "*Agency*") constitutes an industrial development agency established under the IDA Act and Chapter 641 of the Laws of 1979 of the State of New York, as amended from time to time (together with the IDA Act, the "*Act*") and is thereby authorized and empowered 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, educational or cultural facilities, railroad facilities and certain horse racing facilities, thereby advance the job opportunities,

health, general prosperity and economic welfare of the people of the State and 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 acquire, hold and dispose of personal property for its corporate purposes; with the consent of the municipality, to use agents, employees and facilities of the municipality and pay the municipality its agreed proportion of the compensation or costs therefor; to appoint officers, agents and employees and pay their compensation out of funds of the Agency; make contracts and leases; to use gifts, grants, loans or contributions for any of its corporate purposes; and to all things necessary or convenient to carry out its purposes and exercise the powers expressly given in the IDA Act; and

WHEREAS, the Agency, in conjunction with the Greater Syracuse Land Bank (the "*Land Bank*"), and the Onondaga County Industrial Development Agency ("*OCIDA*"), submitted an application for funding to the United States Environmental Protection Agency (the "*EPA*") to identify and investigate potentially contaminated properties within the City and County (respectively) (the "*Funding Application*"); and

WHEREAS, on September 18, 2019, the EPA approved the Funding Application; and

WHEREAS, the Agency has been asked to participate in a Brownfields Assessment Coalition Memorandum of Agreement ("*Brownfield Agreement*"), a copy of which is attached hereto at **Exhibit "A"**, among the Land Bank, OCIDA and the Agency, for a grant period of October 1, 2019 through September 30, 2022. The Brownfield Agreement sets forth the process and procedure for identifying the properties to be investigated, identifying the scope of the assessment and undertaking same as well as the roles of the parties thereto; and

WHEREAS, the Brownfield Agreement provides for the Land Bank to take lead on satisfying and ensuring compliance with the terms thereof. Each of the other coalition members must cooperate with the Land Bank as set forth in the Brownfield Agreement; and

WHEREAS, the Agency is desirous of entering to a separate agreement with Land Bank (the "*Land Bank Agreement*") regarding the obligation of the Land Bank to comply with all of the provisions in the Brownfield Agreement and related documents and to certify to the Agency periodically regarding compliance and expenditures; 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 as to 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). The Agency has classified the execution and delivery of the Contract and the performance of the Work as a "Type II" action as that term is defined under SEQRA, and therefore no further review is required.

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 to the Agency, the Agency makes the following findings and determinations:

- (a) The action authorized pursuant to this Resolution constitutes a Type II action under SEQRA and no further review is required; and
- (b) The Agency has the statutory authority to enter into the Brownfield Agreement and the Land Bank Agreement and approves same; and
- (c) The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Brownfield Agreement and to negotiate, execute and deliver the Land Bank Agreement, consistent with this Resolution; and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The execution thereof by the Executive Director shall constitute conclusive evidence of such approval; and
- (d) The execution and delivery of the Brownfield Agreement and the Land Bank Agreement are in furtherance of the Agency's corporate purposes and promotes economic development and prosperity of the inhabitants of the City and help attract, encourage and develop recreation, economically sound commerce and industry as well as the general prosperity and economic welfare of the people of the City in furtherance of the purposes of the Act.

Section 2. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Brownfield Agreement and the Land Bank Agreement, this Resolution shall automatically become null, void and of no further force and effect with respect thereto, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 3. No covenant, stipulation, obligation or agreement contained in this Resolution or any other 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. None of the members or officers of the Agency shall be liable or be subject to any personal liability or accountability by reason of the execution of any document referred to above.

Section 4. The Secretary and/or staff of the Agency is hereby authorized and directed to distribute copies of this Resolution to and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 5. 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.

Section 6. This Resolution shall become effective immediately.

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 October 15, 2019, 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 October, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

**BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT**

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

EXECUTIVE SUMMARY

Agenda Item: 15

Title: Agency Budget (2020)

Requested By: John Vavonese

OBJECTIVE: Approval of a proposed 2020 budget for the Agency.

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.

ATTACHMENTS:

1. Proposed Budget.

REVIEWED BY:

Executive Director

Audit Committee

Governance Committee

Finance Committee

Meeting: October 17, 2020

Prepared By: J. A. Delaney

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
2020 PROPOSED BUDGET

REVENUE:	2018	2019	2019	2020
	Actual	(thru 9/30/19)	Budget	Budget
AGENCY, OPERATING & APPLICATION FEES	1,776,342	560,860	800,000	1,200,000
CENTER ARMORY GARAGE (from CITY)	-	-	-	-
GRANT INCOME	-	-	-	-
DESTINY ANNUAL SIDA FEE	3,800,000	-	-	-
LOAN INTEREST INCOME	83,830	-	-	-
BANK INTEREST INCOME	8,691	3,384	4,000	4,500
RENTAL INCOME	55,749	20,341	20,340	20,950
OTHER INCOME	371,594	815,000 ⁽¹⁾	-	-
TOTAL REVENUE	6,096,206	1,399,585	824,340	1,225,450
EXPENSES:				
DEVELOPMENT EXPENSES:				
DISTRIBUTION OF DESTINY EXTENSION FEES	-	67,500	200,000	200,000 ⁽²⁾
LAKEFRONT EXPENSES - MAINTENANCE	29,789	23,736	40,000	40,000
SIDA OWNED PROPERTIES - MAINTENANCE	3,530	16,565	110,000	125,000
LAKEFRONT IMPROVEMENTS (from 2000 SIDA/DESTINY BOND Proceeds)	-	-	100,000	-
LAKEFRONT IMPROVEMENTS (from Carousel Mall PILOT revenue)	13,103	70,801	100,000	-
GRANT DISTRIBUTION	331,317	32,145	-	-
AXA GARAGE RENOVATION-SLDC	-	252,806	-	950,000 ⁽³⁾
DESTINY SIDA FEE DISTRIBUTION - CITY	3,382,000	-	-	-
DESTINY SIDA FEE DISTRIBUTION - COUNTY	418,000	-	-	-
CITY CROSSROADS CLEANUP	3,900	1,638	170,000	170,000
OPERATIONS AND ADMINISTRATION:				
OFFICE EXPENSES	43,297	15,421	25,000	25,000
LEGAL - CITY LAW DEPARTMENT	7,187	-	-	-
STAFF - NBD	193,548	268,574	330,000	272,000
NATIONAL DEVELOPMENT COUNCIL	75,000	57,500	77,000	83,000
PROFESSIONAL FEES: LEGAL AND AUDITING	1,637,660	234,129	300,000	200,000
TAXES AND INSURANCE	28,420	31,160	31,000	31,000
DOWNTOWN COMMITTEE	22,531	95,643	218,000	146,400
SYRACUSE BUILD	-	-	200,000	100,000
FINANCING AND OTHER FEES				
HUD 108 DEBT SERVICE: INTEREST	9,758	4,220	6,746	1,931
LOSS ON DEYS/SEDCO MORTGAGE WRITE OFF	4,790,185	-	-	-
CENTER ARMORY GARAGE DEBT SERVICE: INTEREST	-	-	-	-
BANK AND OTHER FEES	11	110	-	-
DEPRECIATION EXPENSE: ARMORY CENTER GARAGE	112,613	-	-	-
TOTAL EXPENSE	11,101,849	1,171,948	1,907,746	2,344,331
PROJECTED SURPLUS/ USE OF RESERVES	(5,005,643)	227,637	(1,083,406)	(1,118,881)

Notes:

(1) Hotel Syracuse Eminent Domain Court settlement awarded July, 2019

(2) Includes \$100,000 for permitting software pending Board approval of contract

(3) Contingent on SLDC assuming ownership from City