
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: May 17, 2019

Re: Board of Directors Meeting Agenda – May 21, 2019

The City of Syracuse Industrial Development Agency will hold a Board of Directors Meeting on **Tuesday, May 21 2019 at 8:00 a.m.** in the Common Council Chambers, 304 City Hall, 233 East Washington St., Syracuse, N.Y. 13202.

I. Call Meeting to Order –

II. Roll Call –

III. Proof of Notice –1

IV. Minutes – 2

Approval of minutes from the April 16, 2019 Board of Directors meeting.

V. New Business –

Lakefront Redevelopment Area– Judy DeLaney – 3

Request to approve a resolution authorizing a contract for landscape maintenance for 2019 in the Lakefront Development area to Custom Lawnsapes in an amount not to exceed \$21,000.00.

Attachments:

1. *Landscape Contract.*
2. *Resolution.*

Franklin Square – Judy DeLaney – 4

Request to approve resolution authorizing the Agency to enter into a contract with the City's contractor (Ballard Construction Inc.) for tree and streetscape repair in the Franklin Square area in an amount not to exceed \$80,000.00 and further purchase tree plantings in the amount of \$3400.00.

Attachments:

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

Lipe Art Park – Judy DeLaney – 5

Request to approve a resolution authorizing a contract for landscape maintenance for 2019 for property owned by the Agency known as “Lipe Art Park” to Custom Lawnsapes in an amount not to exceed \$2500.00.

Attachments:

- 1. Landscape Contract.*
- 2. Resolution.*

2100 – 2103 (Rear) Coughlin Street – Sue Katzoff – 6

Approval of a resolution authorizing both a short term license agreement and the negotiation of a purchase offer to sell parcels of land owned by the Agency to Armoured One, LLC.

- 1. Correspondence.*
- 2. License Agreement.*
- 3. Purchase offer.*
- 4. SEQRA Resolution*
- 5. Approving Resolution.*

RPS Hotel Holdings LLC – Sue Katzoff – 7

Project Withdrawal.

Attachment:

- 1. Correspondence.*

Agency Policies - Judy DeLaney – 8

Request to amend the following Agency policies to provide, in each instance, where approval of or action by the Executive Director is required that they be amended to provide such approval or action may be taken by either/or the Executive Director or the Chairman of the Agency.

- 1. Disposition of Property Policy. (Rev. 5/21/19)*
- 2. Investment Policy. (Rev. 5/21/19)*
- 3. Local Access Policy. (5/21/19)*
- 4. Procurement Policy. (5/21/19)*
- 5. Travel Policy. (5/21/19)*

VI. Adjournment –

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Industrial Development Agency
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PLEASE POST

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PUBLIC MEETING NOTICE

THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

HAS SCHEDULED

A

BOARD OF DIRECTORS MEETING

FOR

TUESDAY MAY 21, 2019

At 8:00 a.m.

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

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

Minutes
Board of Directors Meeting
Tuesday April 16, 2019

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

Via Tele Conference: Michael Frame.

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

Others Present: Aggie Lane, Anthony Dipeso, Wendy Riccelli, Lauryn LaBourde, Rich Puchalski, Bob Wilmott, Stephanie Pasquale.

Media: Rick Moriarty

I. Public Hearing

Seneca Armory Associates LLC

Mr. Thompson opened the Public Hearing at 8:00 a.m. and asked Ms. Spillane to read verbatim the Notice of Public Hearing on the Project. A copy of the notice is attached and included in the minutes.

After Ms. Spillane read the notice, Mr. Thompson asked if anyone in attendance wished to speak in favor of the Project. Anthony Dipeso the owner spoke in favor of the project and provided a copy of his remarks which are here included: *Hello Everyone. My name is Anthony Di Peso and I am one of the owners of the Seneca Building. I grew up in the area and am a graduate of LeMoyne College and understand the significance of Armory Square and downtown Syracuse. You can imagine my excitement upon purchasing this building as we now would own a special part of Armory Square and a location I know very well because of Mully's Bar. Our project The Seneca Building Renovation is the renovation of 19,000 SF on the vacant 2nd and 3rd floors of the building. We are converting the space into 20 apartments. We also just completed renovations to the retail space on Fayette St and signed a commercial long term tenant. Mully's Bar as previously mentioned is also part of our building and currently under a long term lease. Another part of this project is to renovate the vacant retail space in our building on Walton St to be better suitable for a future long term commercial tenant. For 2 years since purchasing the property we tried to market and renovate the upstairs existing office space. Unfortunately, the layout didn't meet modern office space standards and we were left with the only choice of renovating to create apartments as the building is and would continue to be vacant. This renovation will be very costly because the building is currently in the This project will create jobs and boost the economy. Construction will bring close to 100 jobs over a 12-month period. When our vacant space on Walton St is occupied there will be the potential of over 40 new jobs created depending on the potential tenant. Our new apartment renters will help the downtown economy as well. Our demographic is young professionals who will be working, living, and spending their money downtown.*

We fully believe that with your help with this project it will be a success for everyone involved and for the future of downtown Syracuse. Thank you.

Mr. Thompson then asked if anyone else wish to speak in favor of the project. No one spoke. Mr. Thompson asked one last time if anyone wish to speak in favor of the project. No one else spoke in favor of the project..

Mr. Thompson then asked if anyone wish to speak in opposition of the project.

Aggie Lane from Urban Jobs Task Force spoke in opposition to the Project. Ms. Lane provided a copy of her remarks which are here included: *Through SIDA, the Urban Jobs Task Force would like the city to begin investing in the people who live here in the city's neighborhoods. One possible way is for developers to spend 20% of the project's construction wages by hiring Syracuse Build trainees. And every percentage missed, pay a percentage of the tax break to a SIDA fund earmarked for Syracuse Build Training. For example, the Seneca Armory's project is hoping to get tax exemptions worth \$121,000. To complete the project, the developers report that they will be paying about \$544,000.00 in construction wages. Twenty percent of those wages would be \$108,825. If the developer only pays 10% or \$54,400 to Syracuse Build trainees they would then pay 10% of the value of their tax exemption (~\$12,000) into a training fund for Syracuse Build. This should not be seen as a penalty. Besides renovating our buildings we need to be investing in the city's human capital. It is only right and fair! Of course, this change will require reporting with the package like LCP Tracker. LCP Tracker would also keep projects honest. I am hearing that the project at 300 Washington, across from city hall, hired construction workers outside of the six- county region, which is not allowed. Without a monitoring package, the city and its people can be taken advantage of. Thank you. I would like to submit my statement into the minutes, hopefully for later consideration by the board.*

Mr. Thompson then asked if anyone else wished to speak against the project.

Mr. Puchalski of Syracuse United Neighbors also spoke in opposition. He expressed concern that the Agency continued to give breaks to downtown properties when the neighborhoods continued to suffer. He noted a number of properties held by the Land Bank continued to boarded up and requested the Agency do something to assist with the problem.

Bob Wilmott who identified himself as a member of the Carpenters Union said he was not speaking for or against the project. Instead he requested the Agency require certified payrolls from Project owners received tax benefits. He said he believed that some Projects were paying under the table wages and hiring out of the six county area.

Mr. Thompson then asked an additional two times is anyone else in attendance wished to speak in opposition to the Project. No one else spoke. Mr. Thompson closed the Public Hearing at 8:15 a.m.

Alan Byer Auto Sales Inc.

Mr. Thompson opened the Public Hearing at 8:15 a.m. and asked Ms. Spillane to read verbatim the Notice of Public Hearing on the Project. A copy of the notice is attached and included in the minutes.

After Ms. Spillane read the notice, Mr. Thompson asked if anyone in attendance wished to speak in favor of the project. No one spoke. He then asked again an additional two times if anyone wished to speak in favor of the project. No one spoke in favor of the project.

Mr. Thompson asked if anyone wished to speak in opposition of the project.

Rich Puchalski of Syracuse United Neighbors spoke in opposition noting the number of vacant Land Bank properties in the neighborhoods. He requested SIDA “spread the wealth around”.

Mr. Thompson then asked an additional two times if anyone else present wished to speak in opposition to the project. No one else spoke.

Mr. Thompson closed the Public Hearing at 8:20a.m.

II. Call Meeting to Order

Mr. Thompson called the meeting to order at 8:20 a.m.

III. Roll Call

Mr. Thompson noted the Board members present and acknowledged Mr. Frame present via teleconference in Albany, NY.

IV. Proof of Notice

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

V. Minutes

Mr. Thompson asked for a motion approving the minutes from the March 19, 2019 Board of Directors meeting.

Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED THE MINUTES FROM THE MARCH 19, 2019 BOARD OF DIRECTORS MEETING.**

VI. New Business

Seneca Armory Associates LLC

Ms. Katzoff noting a Public Hearing had just concluded on the project requested the Board members consider resolutions to approve it. She said the first resolution was for SEQRA and advised the Agency would declare itself as “Lead Agency” and after review determined there was no significant effect on the environment.

There being no discussion Mr. Thompson asked for a motion to approve the resolution. Ms. Murphy made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY**

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

Ms. Katzoff then asked the Board to consider an Inducement resolution for the Project. Noting a cost benefit analysis was included in the Board's agenda packet, she said the owner was requesting benefits from the Agency in the form of exemptions from mortgage tax (\$20,813.00) and sales tax (\$100,000.00). There is no request for a PILOT.

Mr. Kinsey asked about how many jobs would be created. Ms. Katzoff responded the Company stated it would be retaining 18 with an additional 17 new jobs to be created.

Mr. Thompson asked for a clarification on the project cost. Ms. DeLaney confirmed the Project cost listed on the cost benefit analysis of \$2,872,400 was the correct number. She noted the number on the executive summary of \$4,025,000 was incorrect as that included the acquisition of the building which is not part of this project.

There being no other questions, Mr. Thompson asked for a motion to approve the resolution.

Ms. Murphy made the motion. Mr. Kinsey seconded the motion. **MR. THOMPSON, MS. MURPHY, AND MR. FRAME VOTED IN FAVOR OF THE RESOLUTION. MR. KINSEY VOTED AGAINST THE RESOLUTION. MR. BROWN ABSTAINED. THE RESOLUTION WAS APPROVED BY A 3 TO 1 VOTE WITH ON ABSTENTION.**

Ms. Katzoff then asked the Board to consider a Final resolution for the project.

There being no discussion, Mr. Thompson asked for a motion to approve the resolution. Ms. Murphy made the motion. Mr. Frame seconded the motion. **MR. THOMPSON, MS. MURPHY, AND MR. FRAME VOTED IN FAVOR OF THE RESOLUTION. MR. KINSEY VOTED AGAINST THE RESOLUTION. MR. BROWN ABSTAINED. THE RESOLUTION WAS APPROVED BY A 3 TO 1 VOTE WITH ON ABSTENTION.**

Commonspace Warren, LLC

Ms. Katzoff told the members the Company had advised the Agency of a change in the scope of its Project and was requesting the Board approve a resolution amending the changes. She said the changes included the construction of an additional eleven residential units and the elimination of some planned office space. She noted the cost of the Project was now estimated to \$12,114,112.00. There will be no change in employment numbers. To accommodate the changes the Company is requesting an increase in its mortgage tax exemption and sales tax exemption for a total of \$32,714.00.

Ms. Spillane noted the space was part of the Co-Works space that is filled to capacity each day.

After a brief discussion Mr. Thompson asked for a motion to approve the resolution. Ms. Murphy made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROJECT PREVIOUSLY UNDERTAKEN BY THE AGENCY.**

Rezone Syracuse Implementations

Ms. Spillane advised the Board a request had been received from the City of Syracuse to fund a phase of the implementation and marketing of the City's Rezone Syracuse project. She said the Board would be authorizing a contact with Clarion Associates in an amount not to exceed \$80,000.00 to assist in the implementation. She reminded the Board that the Agency's 2019 budget had included a line for this expense.

She then introduced Owen Kerney , the City's Assistant Director of Zoning & Planning to address the Board..

Mr. Kerney the Project leader for Rezone Syracuse said the City and its consultants have been working on the Project for over three years in an effort to update the City's Zoning ordinances to bring them current and "user friendly".

Clarion Associates will work to create an administrative manual, prepare new development applications and provide service to evaluate the ordinance's performance over a period of a year.

After a brief discussion Mr. Thompson asked for a motion to approve the resolution. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A RESOLUTION AUTHORIZING A CONTRACT WITH CLARION ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$80,000.00 TO ASSIST IN THE IMPLEMENTATION OF THE CITY'S "REZONE PROJECT".**

VII. Executive Session

Mr. Thompson asked for a motion to go into Executive session at 8:45 a.m., to discuss legal matters. Mr. Kinsey made the motion. Mr. Brown seconded the motion. . **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN TO EXECUTIVE SESSION AT 9:00 A.M.**

A motion to adjourn from Executive Session was made by Ms. Murphy. Mr. Kinsey seconded. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN FROM EXECUTIVE SESSION AT 9:00 A.M.**

VIII. Adjournment

There being no further business to discuss, Mr. Thompson asked for a motion to adjourn. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN.**

EXECUTIVE SUMMARY

Agenda Item: 4

Title: Lakefront Redevelopment Area

Requested By: Judv DeLaney

OBJECTIVE: Request to approve a resolution authorizing a contract for grounds maintenance for 2019 to Custom Lawnsapes Inc. in an amount not to exceed \$21,000.00.

DESCRIPTION:

Direct expenditure of fund: Yes No

Type of financial assistance requested

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

SUMMARY

Three bids for the work were solicited per the Agency's procurement policy. Funding is sourced from long standing restricted funds designated for improvements in the Franklin Square/ Lakefront area

ATTACHMENTS:

1. Contract.
2. Resolution.

REVIEWED BY:

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

Meeting: May 21, 2019

Prepared By: J. A.DeLaney

CONTRACTOR'S AGREEMENT

AGREEMENT made this **1st of June, 2019** (the "Agreement") by and between the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing under the laws of the State of New York, having offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (hereinafter the "Agency") and **Custom Lawnscares Inc.**, having offices at **157 Ethan Allen Street, North Syracuse N.Y. 13212** (hereinafter the "Contractor").

WITNESSETH

WHEREAS, it is the intention of the Agency to retain a contractor to provide maintenance and other services in connection with certain real property located in the lakefront redevelopment area of the City of Syracuse (the "Property"); and

WHEREAS, it is the intention of the Agency to retain a contractor to provide maintenance and other services in connection with certain real property located at 900 West Fayette Street in the City of Syracuse (the "Property"); and

WHEREAS, procurement of maintenance and other services is subject to the Agency's Procurement Policy, revised as of March 2013; and

WHEREAS, the Contractor has responded to the Agency's request for quotations ("RFQ") and based upon Contractor's response to the RFQ the Agency wishes to retain the Contractor and the Contractor wishes to render the maintenance and other services in connection with the Property; and

WHEREAS, the Agency's Board of Directors authorized this Agreement by Resolution dated _____, and this Agreement is subject to such authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Agency and Contractor agree as follows:

ARTICLE 1. Contractor's Services

Section 101. The Contractor shall perform and be responsible for the services set forth herein and all services set forth in Exhibit "A", which is attached hereto and made a part of this Agreement (the "Services"). The Contractor shall provide the Services specifically for the Property as designated on the map attached hereto as Exhibit "B" and made a part of this Agreement. In the event of a conflict or ambiguity between the provisions of this Agreement and Exhibits A or B, the provisions of this Agreement shall control.

ARTICLE 2. Term

Section 201. The term of this Agreement shall commence on June 1 2019 and end on

November 30, 2019.

ARTICLE 3. Compensation

Section 301. The compensation to be provided the Contractor for providing the Services hereunder shall not exceed the authorization established by the Agency's Board of Directors in its Resolution authorizing this Agreement and shall not exceed the limits proscribed by the Agency's Procurement Policy. The authorization fixed by the Agency's Board of Directors for this Agreement is a not to exceed amount of **\$20885.42** for all Services under this Agreement.

Section 302. The Agency's Board of Directors retains the sole authority to authorize additional services and fix the compensation therefore. Any services rendered by the Contractor in connection with the Property will be deemed part of the Services agreed to be provided herein unless the Agency's Board of Directors gives prior approval authorizing such services as additional services.

Section 303. Requests for payment shall certify the amount and nature of the services completed, the basis of such, and shall be subject to the normal Agency payment procedures. The Agency may request additional information prior to authorizing payments.

Section 304. Contractor's acceptance of the final payment under this Agreement shall constitute and operate as a release to the Agency of all claims and liabilities arising out of the Agreement and the work hereunder.

Section 305. If this Agreement is terminated other than for cause, the Contractor shall be paid the reasonable value of services performed up to the date of termination but in no event more than the amount set forth above. The Agency shall have the absolute right to terminate the Agreement or the Services hereunder and such shall not be considered a breach of contract.

ARTICLE 4. General Provisions

Section 401. Insurance

The Contractor shall secure, at its expense: (i) a general liability insurance policy with contractual liability coverage having minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for personal injury and property damage; (ii) automobile liability insurance having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate; (iii) commercial umbrella/excess insurance having limits of not less than \$2,000,000; (iv) Workers' Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of its employees engaged in work under this contract. The Workers' Compensation and Employer's Liability Insurance policy or policies must cover the obligations of the Contractor in accordance with the provisions of New York Workers' Compensation Law, including Article 9 of the new York Workers' Compensation Law, known as the Disability Benefits Law, and any and all rules, regulations and procedures promulgated

pursuant to the New York Workers' Compensation Law.

This Agreement shall be void and of no effect unless the Contractor procures the insurance policies described above and maintains the same in force during the term of this Agreement and for a period of three years thereafter with the limits noted above.

The Agency and the City shall be named as additional insureds on the Contractor's general liability policy, and the Certificates of Insurance shall provide for 30 days prior written notice of cancellation by certified mail to the City of Syracuse Industrial Development Agency. Certificates of such insurance coverage shall be delivered to the Agency and provide for 30 days prior written notice of cancellation by certified mail to the Agency. The certificates and notices shall be sent to Judith DeLaney, Economic Development Specialist, City of Syracuse Industrial Development Agency, 201 East Washington Street, 6th Floor, Syracuse, New York 13202.

Section 402. Indemnity and Defense

The Contractor shall defend, indemnify and hold harmless the Agency, (with counsel approved by the Agency's attorney) the City of Syracuse (the "City") (with counsel approved by the Corporation Counsel), and all of their respective officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the Agency or the City arising from or caused in whole or in part by the Contractor's performance of services for the Agency pursuant to this Agreement.

The Contractor shall defend, indemnify and hold harmless the Agency (with counsel approved by the Agency's attorney), the City (with counsel approved by the Corporation Counsel), and all of their respective officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the Agency or the City arising from or caused by any willful misconduct or intentional act of the Contractor.

The Contractor shall reimburse the Agency and/or the City for all costs or expenses incurred in the defense of any claim brought against the Agency and/or the City, and their respective officers, employees or agents arising out of or caused in whole or in part by the negligence or intentional acts of the Contractor in the performance of the Services for the Agency.

The Contractor agrees to repair any damages caused by the Contractor to the Property as quickly as possible. In the event such damage is not corrected within thirty (30) days, the Agency shall have the right to correct same and to either (i) deduct the cost thereof from any amounts due the Contractor hereunder, or (ii) submit a statement of the costs incurred for repair of the damage to Contractor, which the Contractor agrees to reimburse within thirty (30) days.

Section 403. Termination

The Agency shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. The Agency may terminate this Agreement immediately upon notice delivered or mailed to Contractor.

Section 404. Amendment & Extent of Agreement

This Agreement may only be amended by a written instrument signed by the Chairman of the Agency's Board of Directors and the Contractor, provided that no change with respect to compensation or additional services may be made without the prior authorization of the Agency's Board of Directors. Except as provided above, the Contractor waives any right to rely on any oral or written communications from any person or any the Agency officers, employees, and/or agents purporting to amend the provisions of this Agreement. This Agreement, including any documents incorporated herein by reference, represents the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to that subject matter.

Section 405. Damages and Delays

The Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever.

Section 406. Governing Law

This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law. Any controversy, dispute or disagreement arising out of, or relating to, this Agreement, the breach thereof, or the subject thereof shall be venued in a court of competent jurisdiction in Onondaga County, New York.

Section 407. Assignment and Subcontractors

Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the approval of the Agency's Board of Directors.

Section 408. Bankruptcy

In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against Contractor of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of Contractor.

Section 409. Stipulation

The Contractor stipulates that no member of the Agency's Board of Directors or any other Agency officer or employee forbidden by law is interested in, or will derive income from, or is a party to this Agreement.

Section 410. Non-Discrimination

The Contractor hereby agrees not to discriminate against any employee or applicant for employment on the basis of sexual, race, age, or affectional preference or orientation.

Section 411. Independent Contractor

The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status and that it will neither hold itself out as nor claim to be an officer or employee of the Agency.

Section 412. Waiver

Failure of the Agency to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein, but the same shall remain in full force and effect.

Section 413. Laws

Contractor, its agents, and employees shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted below.

CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Michael Frame, Chairman

CONTRACTOR

By: _____
Print Name and Title

EXHIBIT A

LAWN MAINTENANCE

Description of Work: The work applies to all lawn/grass areas as indicated on the attached map (Lakefront Development Area).. The work shall consist of mowing, fertilization, herbicide application, pest management, debris collection prior to mowing, and vegetation removal on brick walks.

Lawn care procedures shall comply with the following guidelines, all substitutions must be approved by the Agency prior to providing services. The contractor must provide the Agency a “weekly memo” reporting work completed during the week’s duration.

A. Lawn Applications (Fertilization, Herbicide and Pest Treatment) in Franklin Square Park, Bridgewater, Plum Circle and Creekwalk areas only (see aerial photo attached).

1. Lawn maintenance routine

- a) Spring Application: Apply a herbicide and granular fertilizer as per manufacturer’s recommendations.
- b) Summer Application: Apply granular fertilizer plus insect control as per manufacturer’s recommendations.
- c) Fall Application: Apply a herbicide and granular fertilizer as per manufacturer’s recommendations.

B. Mowing

- 1. Mow all lawn areas weekly or as needed to keep lawn height between 2 ½ - 3” high throughout the entire season.
- 2. Use a string trimmer to mow any areas not accessible to mower. (i.e. growth around elements in lawn, guy wires and poles.
- 3. Spring and fall cleanup shall consist of clearing turf of leaves and related debris.

C. Vegetation control in Brick Pavement areas (all walkways)

- 1. Existing paved areas, stone ground cover areas and in and around retaining walls are to be maintained free of vegetation. Applications of weed killers are acceptable.

D. Debris Collection

- 1. Pick up all papers, trash in lawn areas, plant beds, and pavement areas, (not including lake and creek) prior to mowing.
- 2. Event coordinators and city crews will pick up trash after special events.

E. Documentation

- 1. The contractor shall report to the Agency any evidence of general vandalism, broken or non-functioning irrigation system equipment, settled or damaged lawn areas, insect and disease infestation of lawns or drought conditions as part of the “weekly memo”.

ORNAMENTAL PLANTING MAINTENANCE (Lakefront Only)

Description of Work: The work applies to the maintenance of shrubs, vines, ground cover, perennials, annuals and bulb plants in areas indicated on the map. The work shall consist of weeding, fertilization, mulch bed renewal, bed edging, shrub and ground cover pruning, hedge trimming, perennial care, and removal of annual plants after the frost. The contractor is required to communicate with the Agency, in order to coordinate irrigation startup and irrigation rates with the city.

Gardening work shall comply with the following guidelines. All substitutions must be approved by the Agency prior to providing services. The contractor must provide the Agency with a “weekly memo” reporting work completed during the week’s duration.

A. Mulch Replacement & Weeding

1. Existing mulch beds in Franklin Square Park, Bridgewater, Plum Circle, Creekwalk and Inner Harbor (see aerial photo attached) shall have replacement mulch added to it once in spring and must be kept weed free throughout the entire season. Weeding also includes all other beds in the district which do not require new mulch.
2. All mulch areas must not exceed a depth of 2 – 3 inches.
3. Mulch shall be natural color (dark brown), because mulch has high carbon-to-nitrogen. Ratio, nitrogen must be added.
4. Remove and dispose of existing exposed weed barrier.

B. Edging

1. Re-edge by means of shovel or mechanical edger once in spring at Franklin Square Park, Bridgewater, Plum Circle and Creekwalk only (see aerial photo attached). Follow existing bed lines unless requested otherwise.

C. Pruning

1. Controlled regular pruning and shearing of shrubs and groundcovers to keep their natural shape shall occur as needed but not less than once throughout the maintenance period. Allow plantings to achieve their natural growth habits. Avoid pruning too tightly by using a selective pruning method. Successful plantings are maintained in their natural shape, unless planted in a formal alignment. Plantings should be allowed to grow together forming masses, not individual plants of gumdrop shapes. Allow masses to fill in as needed to enhance visual quality. Prune winter dieback in early spring. (This work includes all vegetation in Lakefront are with the exception of trees.)
2. The formal Boxwood hedge around the Franklin Square Park statue and Burning Bush Hedge at Harbor shall be trained to a square box hedge. Trim only long vertical growth tips until individual shrubs grow together.
3. Keep shrubs in beds and along entire length of Creekwalk controlled from severe overgrowth toward site elements) benches, lights, walks, etc.). However do not hack back, use selective pruning to try to salvage natural form when it grows again. Also keep volunteer vegetation from invading these areas.

D. Bulb Care

Cut all daffodil bulbs at appropriate time after flowering. Remove tulips in Ben Franklin flower beds after flowering to facilitate annual flower planting. Plant new tulips in Ben Franklin flower beds in fall time.

E. Documentation

1. The contractor shall report to the Agency any evidence of general vandalism, broken or non-functioning irrigation system equipment, dead or damaged plant material, insect and disease infestation of plant material, or drought conditions as part of the “weekly memo”.

ANNUAL FLOWER PLANTING (Lakefront Only)

Description of Work: The work applies to the yearly “annual flower” display in Franklin Square Park, The work shall consist of planting annual flowers among existing irrigation systems and existing perennials, topping with ½” of wood mulch, fertilizing and securing existing hanging baskets in light pole hangers.

A. Annual Planting

1. Plant annuals in identified areas after bulbs have died back in late spring. (As soon as potential for frost is over.)
 - a) Annual Beds in Franklin Square Park (Around Ben Franklin Statue)
 - i. 300 mixed color impatiens in 6” pots in beds around Ben Franklin statue
 - ii. 350 mixed color impatiens in 4” pots in areas around Franklin Park
 - iii. 100 one(1) gallon perennials in Inner Harbor plantings
2. All flowers shall be fertilized with a granular fertilizer as per manufacturer’s recommendations at the time of planting. (Spread on soil before planting).
3. Lightly mulch flowers with ½” of fine wood mulch of a dark brown color.
4. Provide a thorough initial watering of each annual bed. All beds contain irrigation systems. Coordinate irrigation rates with the Agency.

RAIN GARDEN MAINTENANCE (Lakefront Only)

Four rain gardens have been installed along the Inner Harbor section of the Creekwalk in the City of Syracuse, between Kirkpatrick and Bear Streets. These rain gardens are a combination of trees, shrubs, ground covers and herbaceous perennials (flowering plants) in contained planting beds, with a covering of mulch. The planting plan is included for reference.

Pesticides and herbicides shall not be applied on the gardens.

Work Summary and Frequency:

Cutback: 1x per year, in spring

Trash/debris removal: 3x/year minimum (spring, summer, fall)

Weeding: 3x/year minimum (Spring clean up, summer maintenance, fall cleanup)

Mulching: 1x/year (Spring)

Edging: As needed for appearance

Corrective plant maintenance (repositioning): as necessary

Cut back wild vegetation between water and bench: as necessary for unobstructed sightline

Maintenance Procedure (Lakefront Only)

Corrective plant maintenance: Correct the positioning/planting depth of any specimens that have been dislodged, immediately after first frost heave inspection in spring and whenever noted thereafter. Replace or reposition stakes and wires as necessary.

Perennial and grasses cutback/clean-up/removal of dead vegetation: Removal of dead vegetation (on perennials) is to be done a minimum of 1x/year during the spring, before new vegetated growth has emerged or when plant is dormant. Use hand shears to remove dead vegetation and cut back perennials to 6-8" above root crown, ornamental grasses 6-10". Cut down tall-growing wild vegetation in front of the garden bench as needed during the season to keep the sightline to the water cleared.

Many plantings in these rain gardens have dried seed pods or dried flowers that act as food for birds/wildlife and/or decorative dried features, and should be allowed to remain through the winter and cut back in the spring.

Remove trash/debris: Remove any leaves, debris, and trash that have accumulated in or around the plant beds and legally dispose of them off Owner's property.

Weed: Weeding shall occur 3x/year at minimum (spring, summer, and fall), ideally when soil is somewhat moist. *Weeding must be done consistently throughout the growing season to maintain a neat appearance, and in all cases must be done before weeds go to seed.* All planting areas shall be kept free of weeds, using method defined below:

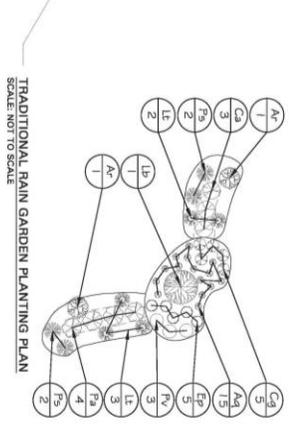
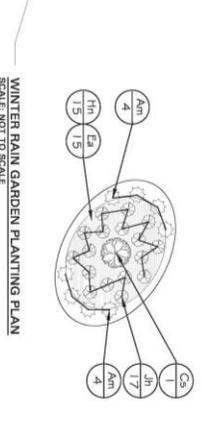
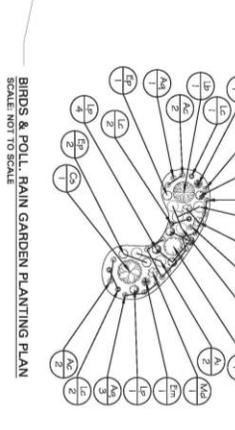
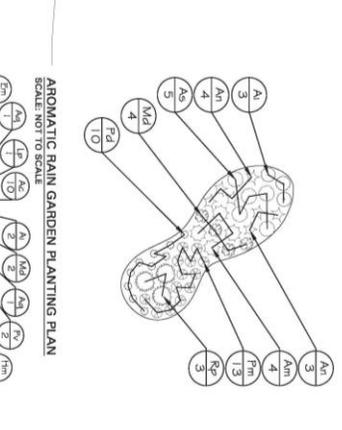
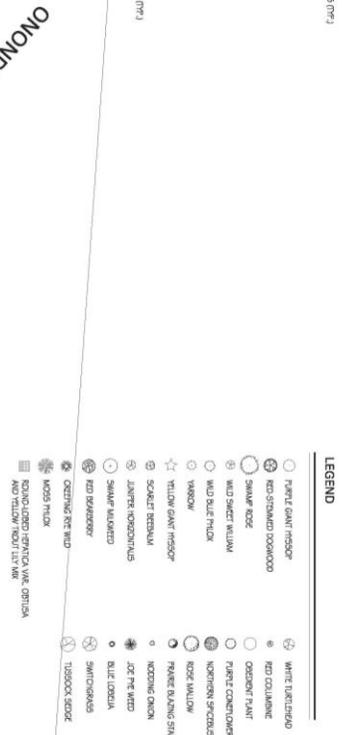
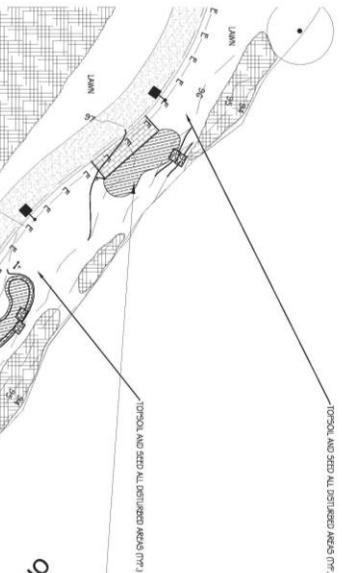
Hand pull or dig out weeds and invasive plants, taking care not to damage surrounding plants. Weeds shall not be allowed to grow in paved brick areas. Dead weeds shall be removed from the brick-paved areas.

Mulch: After weeding, apply specified mulch across surface of planting bed in uniform manner; do not apply more than 3-4 inches thick. Mulching is to be done once per year in the spring.

- a) Type: dark organic shredded mulch. Mulch must be free of man-made trash or debris of any kind, wood or other objectionable materials.
- b) Application rate: 3 inches applied to a settled thickness of 2 inches. Do not place mulch within 2 inches (150 mm) of tree or shrub trunks or perennial/plant stems in order to prevent rot from occurring. Do not shape mulch like a "volcano". Spread mulch evenly to a uniform, level height.

Edge: Ensure that a neat edge is maintained around each rain garden, using edger or weed whacker if necessary.

Clean up: Remove waste material including trash and debris, and legally dispose of them off Owner's property.



SP#	DIR	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
Ac	L4	Abies concolor	Modular Spruce	11' Cont.	
Am	L2	Abutilon nudicaule	Yellow Madweed	11' Cont.	
An	L7	Agrostis capensis	Velvet Grass	11' Cont.	
As	L2	Aquilegia canadensis	Red Columbine	11' Cont.	
At	L2	Aster multiflorus	White Aster	11' Cont.	
Av	L5	Asplenium adnigrum	Pyramidal Fern	11' Cont.	
Ca	L3	Carex stricta	Tussock Sedge	11' Cont.	
Cd	L3	Cnidium officinale	White Triteroidal	11' Cont.	
Ce	L3	Corynephorus acicularis	Yellow Tinsel Ly	11' Cont.	
Em	L2	Equisetum maculatum	Joe Pye Weed	11' Cont.	
Ep	L0	Echinacea purpurea	Purple Coneflower	11' Cont.	
Et	L1	Erythronium americanum	Yellow Pines	11' Cont.	
Hm	L1	Hemiphaedra virginica	Royal Lobelia	11' Cont.	
Hs	L1	Hesperis matronalis	Evening Primrose	11' Cont.	
Lb	L2	Liatris scariosa	Knickerbocker	11' Cont.	
Lc	L2	Lupinus texensis	Bluebonnet	11' Cont.	
Ld	L2	Lupinus texensis	Bluebonnet	11' Cont.	
Ls	L2	Lupinus texensis	Bluebonnet	11' Cont.	
Md	L7	Morone americana	Atlantic White Pine	11' Cont.	
Mf	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mg	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mh	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mi	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mj	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mk	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Ml	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mm	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mn	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Ms	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mt	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mu	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mv	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mw	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Mx	L0	Muhlenbergia capillaris	Walters Bluestem	11' Cont.	
Py	L3	Pyrola asarifolia	Wintergreen	11' Cont.	
Ra	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rb	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rc	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rd	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Re	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rf	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rg	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rh	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Ri	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rj	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rk	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rl	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rm	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rn	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Ro	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rp	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rq	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rr	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rs	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rt	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Ru	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rv	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rw	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rx	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Ry	L3	Ranunculus abortivus	Buttercup	11' Cont.	
Rz	L3	Ranunculus abortivus	Buttercup	11' Cont.	

PLANTING PLAN
SCALE: 1" = 20.00'

**INNER HARBOR CREEK WALK
RAIN GARDENS IMPROVEMENT**
SYRACUSE, NY

MAXIM HORST
Landscape Architecture & Land Services
12512 28th Ave
Syracuse, NY 13212

DRAWING: L-4
DATE: 7-17-13
REV. DATE: 7-24-13

SCALE: 1" = 20.00'
DRAWN BY: AB

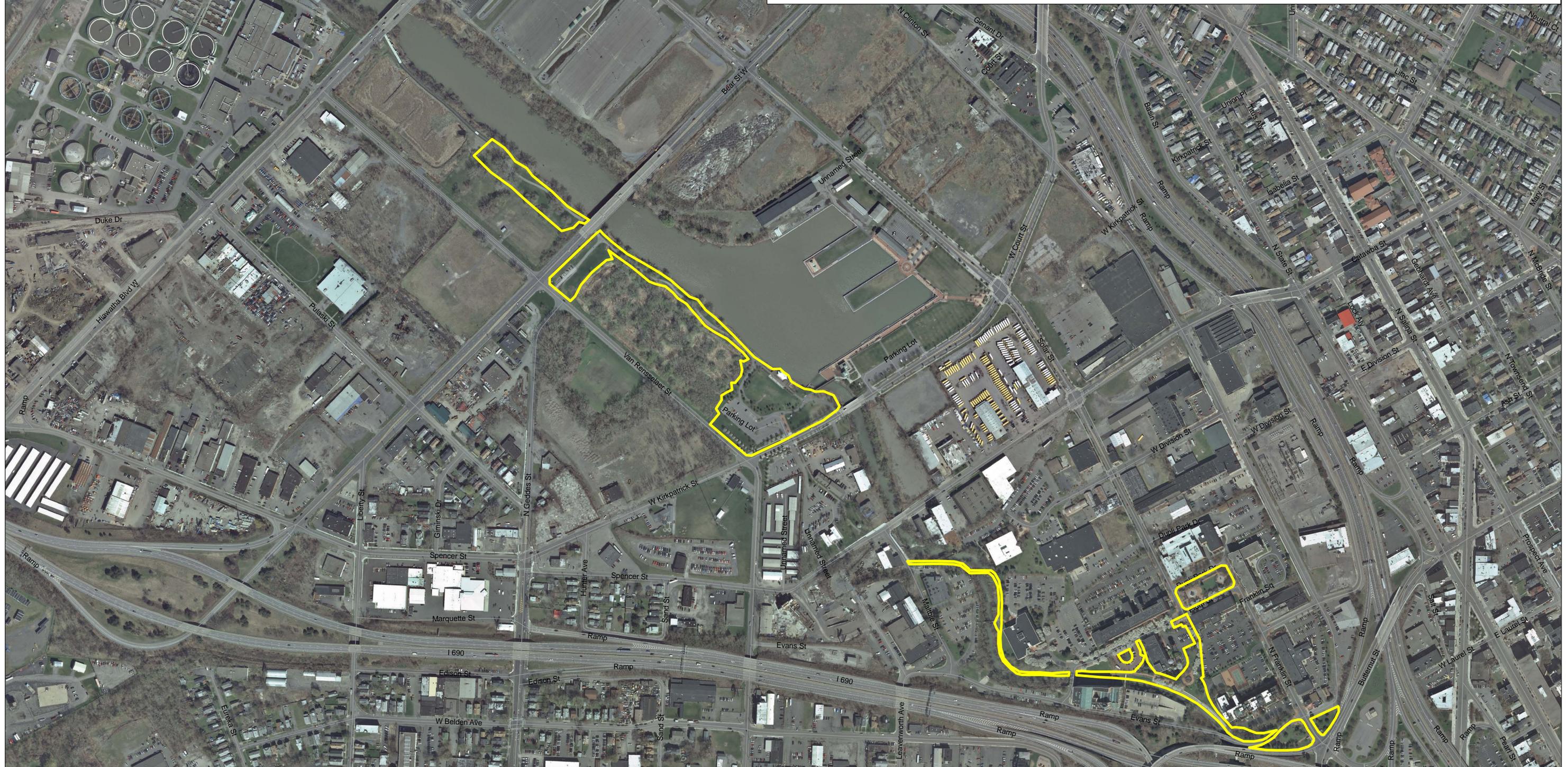
L4

Lakefront Mowing and Landscaping Areas

Work to be done is described separately in the contract specifications.

Created for Syracuse Industrial Development Agency
by Syracuse City Planning Division

Map created: April 2015
Aerial photography: 2012



RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on May 21, 2019 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

RESOLUTION APPROVING AGREEMENTS WITH THE CUSTOM LAWN-SCAPES, INC. IN CONNECTION WITH LANDSCAPING SERVICES TO BE PERFORMED IN THE LAKEFRONT REDEVELOPMENT AREA

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 received funds in connection with the 2007 bond closing on the Destiny USA Project (“**Lakefront Funds**”) which were restricted for use in the revitalization in and around the inner harbor and lakefront areas including but not limited to the Franklin Square area of the City of Syracuse (the “**City**”) (collectively, the “**Lakefront Redevelopment Area**”) as part of the Carousel Center Mall expansion project (the “**Project**”); and

WHEREAS, the Agency also receives certain payment in lieu of taxes payments from one or more other projects previously undertaken by the Agency where some or all of the PILOT payment(s) are restricted to the improvement of the Lakefront Redevelopment Area (the “**Restricted PILOT**”) and together with the Lakefront Funds, collectively, the “**Restricted Funds**”); and

WHEREAS, the Agency has undertaken several projects in and around the Lakefront Redevelopment Area over the past several years and the Agency is interested in maintaining the public grounds, including but not limited to, landscaping (the “**Work**”) in the Lakefront Redevelopment Area to further promote the economic welfare, recreational opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation, economically sound commerce and industry in the Lakefront Redevelopment Area and to further support the projects previously undertaken in that area; and

WHEREAS, the Agency is desirous of entering into a contract, for an amount not to exceed \$21,000 with Custom Lawn-Scapes, Inc. (the “**Company**”), to be paid solely from Restricted Funds, to undertake the Work in the Lakefront Redevelopment Area through November 30, 2019 (the “**Contract**”); and

WHEREAS, the Work is considered to be public works subject to NYS General Municipal Law Section 103; and

WHEREAS, in accordance with its procurement policy, the Agency sought three bids for the Work. Two of the three companies did not respond. The Company responded and submitted a proposal to undertake the Work pursuant to the Contract attached hereto at **Exhibit "A"**; 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; and

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

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration.

Section 2. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 3. The Agency hereby 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;

(b) the Agency has the statutory authority to enter into the Contract for the performance of the Work and hereby authorizes same provided that the source of the funds necessary to pay for the Contract and the Work shall be paid solely from the Restricted Funds; and

(c) the undertaking of the Work and the execution and delivery of the Contract is in furtherance of the Agency’s corporate purposes and supports projects previously undertaken by the Agency in the area and helps prevent economic deterioration and promote economic development, recreational opportunities and prosperity of the inhabitants of the City and help attract, encourage and develop recreation, economically sound commerce and industry in the Lakefront Redevelopment Area as well as the general prosperity and economic welfare of the people of the City in furtherance of the purposes of the Act.

Section 4. The Agency hereby authorizes the undertaking of the Work, subject to the execution of the Contract by and between the Agency and Company on substantially the same terms as attached hereto at **Exhibit "A"**. The Chairman and Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to negotiate, execute and deliver the Contract in accordance with the terms hereof and upon advice of counsel. The Agency’s participation in any of the documents referenced herein is contingent upon counsel for the Agency’s review and the Chairman or Vice Chairman’s approval of all documents. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval.

Section 5. 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 with respect thereto, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 6. 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 7. The Secretary and/or staff of the Agency is hereby authorized and directed to 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 8. 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 foregoing Resolution was thereupon declared duly adopted.

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 May 21, 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 May, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

EXECUTIVE SUMMARY

Agenda Item: 5

Title: Franklin Square

Requested By: Judv DeLaney

OBJECTIVE: Request to approve a resolution authorizing the Agency to enter into a contract with Ballard Construction for tree and streetscape repair in an amount not to exceed \$80,000.00 and additional funding to purchase trees (\$3400.00).

DESCRIPTION:

Direct expenditure of fund: Yes No

Type of financial assistance requested

PILOT

Sales Tax Exemption

Mortgage Recording Tax Exemption

Tax Exempt Bonds

Other

SUMMARY

A request has been received by the City's Arborist, Stephen Harris to fund tree and tree scape damage and repair in the Franklin Square area. The Agency will be able to make use of the City's contract with Ballard Construction to do the work in an amount not to exceed \$80,000.00.

Further additional funding in the amount of \$3400.00 to purchase replacement trees for the project again using the City's contractor.

Funding is sourced from long standing restricted funds designated for improvements in the Franklin Square/ Lakefront area

ATTACHMENTS:

- 1 .Correspondence..
2. Contract. (Ballard)
3. Resolution.

REVIEWED BY:

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

Meeting: May 21, 2019

Prepared By: J. A.DeLaney

DeLaney, Judith

From: Harris, Stephen
Sent: Tuesday, May 7, 2019 4:02 PM
To: DeLaney, Judith; Spillane, Honora
Subject: SIDA tree pit cost estimate
Attachments: Ballard Construction - 2019.TreePits.SIDA.docx

Honora,

Please find a quote (attached) to rebuild the tree pits in Franklin Square. The estimates are based off of the competitively bid DPW sidewalk repair contract and Ballard is the contractor that was awarded that bid.

Stephen Harris, City Arborist
ISA Arborist & Municipal Specialist

Syracuse Department of Parks, Recreation & Youth Programs
412 Spencer St
Syracuse, NY 13204
[\(315\) 473-4330 x3014](tel:(315)473-4330x3014)
[SHarris@syr.gov.net](mailto:SHarris@syr.gov)



Ballard Construction, Inc.
 320 Bridge Street
 Syracuse, NY 13209
 315-468-6225 PHONE
 315-468-6904 FAX

QUOTATION

TO:	City Parks Dept	DATE:	May13, 2019
ATTN:	Steve Harris	PROJECT:	Franklin Sq - SIDA
PHONE:		ARCHITECT:	
FAX:		ADDENDUMS:	

DESCRIPTION OF WORK TO BE PERFORMED:

City Parks Dept - SIDA: Franklin Sq

15	5x16 str granite over 1000 lf	35	LF	\$ 47.00	\$ 1,645.00
47	Gravel (ROC)	14	CY	\$ 75.00	\$ 1,050.00
52	PCC Sidewalks	750	SF	\$ 14.20	\$10,650.00
53	PCC Dvwys/Corners	0	SF	\$ 14.70	\$ -
51A	Asph Conc Dvwys	5	TN	\$ 240.00	\$ 1,200.00
72	Topsoil	15	CY	\$ 61.00	\$ 915.00
73	Seeding	90	SY	\$ 0.10	\$ 9.00
75S	Remove stumps	10	EA	\$ 90.00	\$ 900.00
	Remove and Reset Frame and Grate	20	EA	\$ 200.00	\$ 4,000.00
78R	Reset brick s'walk w/ conc base	650	SF	\$ 18.00	\$11,700.00
90	Earth excavation	167	CY	\$ 70.00	\$11,690.00
	Cu Soil for pits	200	CY	\$ 75.00	\$15,000.00
if req'd	Fr and Grate - 60"	10	EA	\$2,100.00	\$21,000.00
					\$79,759.00

EXCLUSIONS:

- permits and fees by owner/prime contractor
- unforeseen underground conditions
- utility structures and pipe
- foundation wall repairs

TERMS:

- Quotation is valid for a period of 45 days from above date
- payment terms of 100% upon completion

ACCEPTED BY:

BALLARD CONSTRUCTION, INC.

DeLaney, Judith

From: Harris, Stephen
Sent: Friday, May 17, 2019 10:35 AM
To: DeLaney, Judith
Subject: Tree planting Franklin Sq
Attachments: Tree Planting Furnish & Install #10104 3-2-2019 to 3-2-2020.pdf

Judy,
As a follow up to the quote submitted to reconstruct tree pits in Franklin Sq, step two of the process is to plant trees. The Parks Department would like to request that SIDA cover these costs as well. Parks would oversee the planting using our current contract which was competitively bid. The cost to plant 10 trees using this contract is \$340 per tree for \$3400 total. I have attached the contract for reference. The line for Callery Pears is on page three 5th row from bottom.

Stephen Harris, City Arborist
ISA Arborist & Municipal Specialist

Syracuse Department of Parks, Recreation & Youth Programs
412 Spencer St
Syracuse, NY 13204
[\(315\) 473-4330 x3014](tel:(315)473-4330x3014)
[SHarris@syr.gov.net](mailto:SHarris@syr.gov)

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on May 21, 2019 at 8:00 a.m. in the Common Council's Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT:

The following persons were **ALSO PRESENT:**

The following Resolution was offered by _____ and seconded by _____

RESOLUTION APPROVING AN AGREEMENT FOR STREETScape REPAIR IN THE FRANKLIN SQUARE AREA IN AN AMOUNT NOT TO EXCEED \$80,000

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 received funds in connection with the 2007 bond closing on the Destiny USA Project ("**Lakefront Funds**") which were restricted for use in the revitalization in and around the inner harbor and lakefront areas including but not limited to the Franklin Square area of the City of Syracuse (the "**City**") (collectively, the "**Lakefront Redevelopment Area**") as part of the Carousel Center Mall expansion project (the "**Project**"); and

WHEREAS, the Agency also receives certain payment in lieu of taxes payments from one or more other projects previously undertaken by the Agency where some or all of the PILOT payment(s) are restricted to the improvement of the Lakefront Redevelopment Area (the "**Restricted PILOT**") and together with the Lakefront Funds, collectively, the "**Restricted Funds**"); and

WHEREAS, the Agency is interested in replacing and repairing damaged hardscape, including but not limited to, sidewalks, curbing and tree grates on public property in the Franklin Square area of the City of Syracuse (the "**City**") as further described in the document attached hereto as **Exhibit "A"** (the "**Work**") to further promote the economic welfare, recreational opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation, economically sound commerce and industry in the area; and

WHEREAS, the Agency is desirous of entering into a contract to undertake the Work with Ballard Construction, Inc. (the "**Company**"), a company currently under contract with the City to perform similar work in other areas of the City (the "**Contract**"); and

WHEREAS, consistent with the Agency's procurement policy, the Agency is permitted to contract with vendors already under contract with the City to perform similar services; and

WHEREAS, The Agency desires to contract with the Company to perform the Work in an amount not to exceed \$80,000 to be paid solely from Restricted Funds; 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; and

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

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration.

Section 2. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 3. 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;

(b) the Agency has the statutory authority to enter into the Contract for the performance of the Work and hereby authorizes same provided that the source of the funds necessary to pay for the Contract and the Work shall be paid solely from the Restricted Funds; and

(c) the undertaking of the Work and the execution and delivery of the Contract is in furtherance of the Agency's corporate purposes and supports projects previously undertaken by the Agency in the area and helps prevent economic deterioration and promote economic development, recreational opportunities and prosperity of the inhabitants of the City and help attract, encourage and develop recreation, economically sound commerce and industry in the Lakefront Redevelopment Area as well as the general prosperity and economic welfare of the people of the City in furtherance of the purposes of the Act.

Section 4. 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 5. The Agency hereby authorizes the undertaking of the Work, subject to the negotiation and execution of the Contract by and between the Agency and the Company upon acceptable terms and conditions to the Agency to perform the Work, as generally set forth on Exhibit "A" attached hereto. The Chairman and Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to negotiate, execute and deliver the Contract in accordance with the terms hereof and upon advice of counsel. The Agency's participation in any of the documents referenced herein is contingent upon counsel for the Agency's review and the

Chairman or Vice Chairman's approval of all documents. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval;

Section 6. 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 with respect thereto;

Section 7. The Secretary and/or staff of the Agency are hereby authorized and directed to 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 8. 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 May 21, 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 May, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

EXECUTIVE SUMMARY

<p>Agenda Item: 6</p> <p>Title: Lipe Art Park</p> <p>Requested By: Judv DeLaney</p>	<p style="text-align: center;">ATTACHMENTS:</p> <p>1. Contract. 2. Resolution.</p>
<p>OBJECTIVE: Request to approve a resolution authorizing a contract for grounds maintenance for 2019 to Custom Lawnsapes Inc. in an amount not to exceed \$2500.00.</p>	
<p>DESCRIPTION:</p> <p>Direct expenditure of fund: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Type of financial assistance requested</p> <p><input type="checkbox"/> PILOT</p> <p><input type="checkbox"/> Sales Tax Exemption</p> <p><input type="checkbox"/> Mortgage Recording Tax Exemption</p> <p><input type="checkbox"/> Tax Exempt Bonds</p> <p><input type="checkbox"/> Other</p> <p>SUMMARY</p> <p>Three bids for the work were solicited per the Agency's procurement policy. Contract is for 5 months from June 1, 2019 until November 30, 2019.</p>	<p>REVIEWED BY:</p> <p><input type="checkbox"/> Executive Director</p> <p><input type="checkbox"/> Audit Committee</p> <p><input type="checkbox"/> Governance Committee</p> <p><input type="checkbox"/> Finance Committee</p>
	<p>Meeting: May 21, 2019</p> <p>Prepared By: J. A.DeLaney</p>

CONTRACTOR'S AGREEMENT

AGREEMENT made this 1st day of **June, 2019** (the "Agreement") by and between the City of Syracuse Industrial Development Agency, a public benefit corporation organized and existing under the laws of the State of New York, having offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (hereinafter the "Agency") and **Custom Lawnsapes Inc.**, having offices at **157 Ethan Allen Street, North Syracuse N.Y. 13212** (hereinafter the "Contractor").

WITNESSETH

WHEREAS, it is the intention of the Agency to retain a contractor to provide maintenance and other services in connection with certain real property located at 900 West Fayette Street in the City of Syracuse (the "Property"); and

WHEREAS, procurement of maintenance and other services is subject to the Agency's Procurement Policy, revised as of March 2013; and

WHEREAS, the Contractor has responded to the Agency's request for quotations ("RFQ") and based upon Contractor's response to the RFQ the Agency wishes to retain the Contractor and the Contractor wishes to render the maintenance and other services in connection with the Property; and

WHEREAS, the Agency's Board of Directors authorized this Agreement by Resolution dated, and this Agreement is subject to such authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Agency and Contractor agree as follows:

ARTICLE 1. Contractor's Services

Section 101. The Contractor shall perform and be responsible for the services set forth herein and all services set forth in Exhibit "A", which is attached hereto and made a part of this Agreement (the "Services"). The Contractor shall provide the Services specifically for the Property as designated on the map attached hereto as Exhibit "B" and made a part of this Agreement. In the event of a conflict or ambiguity between the provisions of this Agreement and Exhibits A or B, the provisions of this Agreement shall control.

ARTICLE 2. Term

Section 201. The term of this Agreement shall commence on **June 1, 2019** and end on **November 30, 2019**.

ARTICLE 3. Compensation

Section 301. The compensation to be provided the Contractor for providing the Services hereunder shall not exceed the authorization established by the Agency's Board of Directors in its Resolution authorizing this Agreement and shall not exceed the limits proscribed by the Agency's Procurement Policy. The authorization fixed by the Agency's Board of Directors for this Agreement is a not to exceed amount of **\$2408.34** for all Services under this Agreement.

Section 302. The Agency's Board of Directors retains the sole authority to authorize additional services and fix the compensation therefore. Any services rendered by the Contractor in connection with the Property will be deemed part of the Services agreed to be provided herein unless the Agency's Board of Directors gives prior approval authorizing such services as additional services.

Section 303. Requests for payment shall certify the amount and nature of the services completed, the basis of such, and shall be subject to the normal Agency payment procedures. The Agency may request additional information prior to authorizing payments.

Section 304. Contractor's acceptance of the final payment under this Agreement shall constitute and operate as a release to the Agency of all claims and liabilities arising out of the Agreement and the work hereunder.

Section 305. If this Agreement is terminated other than for cause, the Contractor shall be paid the reasonable value of services performed up to the date of termination but in no event more than the amount set forth above. The Agency shall have the absolute right to terminate the Agreement or the Services hereunder and such shall not be considered a breach of contract.

ARTICLE 4. General Provisions

Section 401. Insurance

The Contractor shall secure, at its expense: (i) a general liability insurance policy with contractual liability coverage having minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for personal injury and property damage; (ii) automobile liability insurance having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate; (iii) commercial umbrella/excess insurance having limits of not less than \$2,000,000; (iv) Workers' Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of its employees engaged in work under this contract. The Workers' Compensation and Employer's Liability Insurance policy or policies must cover the obligations of the Contractor in accordance with the provisions of New York Workers' Compensation Law, including Article 9 of the new York Workers' Compensation Law, known as the Disability Benefits Law, and any and all rules, regulations and procedures promulgated pursuant to the New York Workers' Compensation Law.

This Agreement shall be void and of no effect unless the Contractor

procures the insurance policies described above and maintains the same in force during the term of this Agreement and for a period of three years thereafter with the limits noted above.

The Agency and the City shall be named as additional insureds on the Contractor's general liability policy, and the Certificates of Insurance shall provide for 30 days prior written notice of cancellation by certified mail to the City of Syracuse Industrial Development Agency. Certificates of such insurance coverage shall be delivered to the Agency and provide for 30 days prior written notice of cancellation by certified mail to the Agency. The certificates and notices shall be sent to Judith Delaney, Economic Development Specialist, City of Syracuse Industrial Development Agency, 201 East Washington Street, 6th Floor, Syracuse, New York 13202.

Section 402. Indemnity and Defense

The Contractor shall defend, indemnify and hold harmless the Agency, (with counsel approved by the Agency's attorney) the City of Syracuse (the "City") (with counsel approved by the Corporation Counsel), and all of their respective officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the Agency or the City arising from or caused in whole or in part by the Contractor's performance of services for the Agency pursuant to this Agreement.

The Contractor shall defend, indemnify and hold harmless the Agency (with counsel approved by the Agency's attorney), the City (with counsel approved by the Corporation Counsel), and all of their respective officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the Agency or the City arising from or caused by any willful misconduct or intentional act of the Contractor.

The Contractor shall reimburse the Agency and/or the City for all costs or expenses incurred in the defense of any claim brought against the Agency and/or the City, and their respective officers, employees or agents arising out of or caused in whole or in part by the negligence or intentional acts of the Contractor in the performance of the Services for the Agency.

The Contractor agrees to repair any damages caused by the Contractor to the Property as quickly as possible. In the event such damage is not corrected within thirty (30) days, the Agency shall have the right to correct same and to either (i) deduct the cost thereof from any amounts due the Contractor hereunder, or (ii) submit a statement of the costs incurred for repair of the damage to Contractor, which the Contractor agrees to reimburse within thirty (30) days.

Section 403. Termination

The Agency shall have the absolute right to terminate this Agreement and

such action shall not be deemed a breach of contract. The Agency may terminate this Agreement immediately upon notice delivered or mailed to Contractor.

Section 404. Amendment & Extent of Agreement

This Agreement may only be amended by a written instrument signed by the Chairman of the Agency's Board of Directors and the Contractor, provided that no change with respect to compensation or additional services may be made without the prior authorization of the Agency's Board of Directors. Except as provided above, the Contractor waives any right to rely on any oral or written communications from any person or any the Agency officers, employees, and/or agents purporting to amend the provisions of this Agreement. This Agreement, including any documents incorporated herein by reference, represents the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to that subject matter.

Section 405. Damages and Delays

The Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever.

Section 406. Governing Law

This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law. Any controversy, dispute or disagreement arising out of, or relating to, this Agreement, the breach thereof, or the subject thereof shall be venued in a court of competent jurisdiction in Onondaga County, New York.

Section 407. Assignment and Subcontractors

Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the approval of the Agency's Board of Directors.

Section 408. Bankruptcy

In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against Contractor of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of Contractor.

Section 409. Stipulation

The Contractor stipulates that no member of the Agency's Board of

Directors or any other Agency officer or employee forbidden by law is interested in, or will derive income from, or is a party to this Agreement.

Section 410. Non-Discrimination

The Contractor hereby agrees not to discriminate against any employee or applicant for employment on the basis of sexual, race, age, or affectional preference or orientation.

Section 411. Independent Contractor

The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status and that it will neither hold itself out as nor claim to be an officer or employee of the Agency.

Section 412. Waiver

Failure of the Agency to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein, but the same shall remain in full force and effect.

Section 413. Laws

Contractor, its agents, and employees shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted below.

CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Michael Frame, Chairman

CONTRACTOR

By: _____
Print Name and Title

EXHIBIT A

LAWN MAINTENANCE

Description of Work: The work applies to all lawn/grass areas at the property commonly known as Lipe Art Park at 900 West Fayette Street. The work shall consist of mowing grass and vegetation control to the stone path to prevent vegetation.

Lawn care procedures shall comply with the following guidelines, all substitutions must be approved by the Agency prior to providing services. The contractor must provide the Agency a “weekly memo” reporting work completed during the week’s duration.

A. Mowing

1. Mow all lawn areas weekly or as needed to keep lawn height between 2 ½ - 3” high throughout the entire season.
2. Use a string trimmer to mow any areas not accessible to mower. (i.e. growth around elements in lawn, guy wires and poles.
3. Spring and fall cleanup shall consist of clearing turf of leaves and related debris.

B. Vegetation control in Brick Pavement areas (all walkways)

1. Existing paved areas, stone ground cover areas and in and around retaining walls are to be maintained free of vegetation. Applications of weed killers are acceptable.

C. Documentation

1. The contractor shall report to the Agency any evidence of general vandalism, broken or non-functioning irrigation system equipment, settled or damaged lawn areas, insect and disease infestation of lawns or drought conditions.

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on May 21, 2019 at 8:00 o'clock a.m., local time, in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York.

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

PRESENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

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

**RESOLUTION APPROVING AGREEMENTS WITH THE
CUSTOM LAWN-SCAPES, INC. IN CONNECTION WITH
LANDSCAPING SERVICES TO BE PERFORMED IN THE
LIPE ART PARK**

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 owns property located at 900 West Fayette Street in the City of Syracuse (the "**Property**") and needs to maintain the grounds, including but not limited to, landscaping (the "**Work**"); and

WHEREAS, the Agency is desirous of entering into a contract, for an amount not to exceed \$2,500, with Custom Lawn-Scapes, Inc. (the "**Company**") to undertake the Work in the at the Property through November 30, 2019 (the "**Contract**") to be paid from the Agency's unencumbered funds; and

WHEREAS, the Work is considered to be public works subject to NYS General Municipal Law Section 103; and

WHEREAS, in accordance with its procurement policy, the Agency sought three bids for the Work. Two of the three companies did not respond. The Company responded and submitted a proposal to undertake the Work pursuant to the Contract attached hereto at **Exhibit "A"**; 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; and

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

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration.

Section 2. It is among the purposes of the Agency to acquire real property, promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 3. The Agency hereby 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.

(b) The Agency has the statutory authority to enter into the Contract for the performance of the Work and hereby authorizes same to be paid from the Agency's unencumbered funds.

(c) The undertaking of the Work and the execution and delivery of the Contract is in furtherance of the Agency's corporate purposes and supports projects previously undertaken by the Agency and helps prevent economic deterioration and promote economic development, recreational opportunities and prosperity of the inhabitants of the City and help attract, encourage and develop recreation, economically sound commerce and industry in the Lakefront Redevelopment Area as well as the general prosperity and economic welfare of the people of the City in furtherance of the purposes of the Act.

Section 4. The Agency hereby authorizes the undertaking of the Work, subject to the execution of the Contract by and between the Agency and Company on substantially the same terms as attached hereto at **Exhibit "A"**. The Chairman and Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to negotiate, execute and deliver the Contract in accordance with the terms hereof and upon advice of counsel. The Agency's participation in any of the documents referenced herein is contingent upon counsel for the Agency's review and the Chairman or Vice Chairman's approval of all documents. The execution thereof by the Chairman or Vice Chairman shall constitute conclusive evidence of such approval.

Section 5. 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 with respect thereto, and the Agency shall have no liability to the Company hereunder or otherwise.

Section 6. 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 7. 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 8. 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 foregoing Resolution was thereupon declared duly adopted.

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 May 21, 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 May, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

EXECUTIVE SUMMARY

Agenda Item: 7

Title: 2100-2103 Coughlin Ave

Requested By: Sue Katzoff

OBJECTIVE: Approval of a resolution authorizing both a short term license agreement and the negotiation of a purchase offer to sell parcels of land owned by the Agency to Armoured One LLC.

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 purchase offer to sell vacant parcels of land it owns at 2100-2103 Coughlin Avenue to Armoured One LLC. The parcels are landlocked and adjacent to the Company's offices at 386 North Midler Ave. The Company is in desperate need of additional space to accommodate both its current space needs and its future plans for expansion. The Agency has arranged to have an appraisal of the property and will discuss further at the Board meeting of May 21, 2019.

ATTACHMENTS:

1. Correspondence.
2. License Agreement.
3. Purchase Offer.
4. SEQRA Resolution.
5. Approving Resolution.

REVIEWED BY:

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

Meeting: May 21, 2019

Prepared By: J. A.DeLaney

DeLaney, Judith

From: Tom Czyz <tom@armouredone.com>
Sent: Tuesday, May 14, 2019 8:21 PM
To: DeLaney, Judith
Cc: tino@armouredone.com; anthony@ldts-law.com; Sue Katzoff (skatzoff@bhlawpllc.com)
Subject: Re: Armoured One Coughlin Street

Judy,

Armoured One is the Nation's leading k-12 school security company that protects schools against an active shooter attack. We offer training, security assessments and glass products that have saved lives during attacks in the United States. Armoured One currently has about 150 full and part-time employees out of the Syracuse Office. We are currently investing millions of dollars into our buildings located at 386 North Midler Ave in the City. We have run out of parking in our current setting and need to purchase the property behind our building to create more jobs. If we are able to purchase the property we could add over 300 parking spots behind our building. This would allow us to hire another 200 full-time staff members over the next 5 years. We are looking to add another 500 part-time staff at Armoured One.

We would clear the property of trees, add a parking lot, drainage ponds, lighting and fencing in the lot that CIDA owns. Selling us this property would create more jobs here in Syracuse. Without the added parkinglot, we cannot hire any more positions here in Syracuse and would have to expand our Myrtle Beach manufacturing plant.



Staying One Step Ahead,

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made this ___day of May, 2019, by and between City of Syracuse Industrial Development Agency with an address of 201 East Washington Street, 7th Floor, Syracuse, New York 13202 (the "Licensor") and Armoured One, LLC, a New York limited liability company with a mailing address of 386 North Midler Avenue, Syracuse, New York 13206 (the "Licensee").

RECITALS

A. Licensor owns approximately 8.6 acres of unimproved real property located at 2100 Coughlin Avenue, Syracuse, New York (the "Licensed Space") accessible through and to the rear of Licensee's property located at 386 North Midler Avenue, Syracuse, New York; and

B. Licensor desires to grant to Licensee, and Licensee desires to obtain from Licensor, the privilege to (1) access, clear and pave the Licensed Space for the purpose of creating ___ parking spaces and (2) use the Licensed Space for passenger vehicle parking solely for Licensee's employees during Licensee's business hours and for no other purpose whatsoever ("Parking Use").

NOW, THEREFORE, in consideration of the above recitals and mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. Grant of Revocable License. Licensor hereby grants to Licensee, its agents, servants and employees a revocable license (the "License") to use the Licensed Space for the Parking Use and for the purposes of accessing, clearing and paving the Licensed Space as set forth in the Recitals above. The License granted herein (i) is not a conveyance of real property or an interest in real property; (ii) is not intended to grant to Licensee the exclusive use of the Licensed Space; and (iii) is granted subject to the rights of Licensor to enjoy access and use of the Licensed Space in a manner which does not interfere with the rights granted to Licensee.

2. Term. This License shall commence as of the date of this License. This License is terminable at will upon written notice by Licensor at any time; however, such termination shall not be arbitrary and capricious. Licensee shall not be entitled to reimbursement from Licensor for any costs incurred by Licensee with respect to the Licensed Space. Such termination shall be effective 25 days after the date such written notice is received by Licensee. Licensee may surrender this License and the Licensed Space upon 25 days' prior written notice, provided that Licensee shall at its sole cost and expense make the Licensed Space safe prior to surrender.

3. Maintenance and Use of Licensed Space. Licensee shall, during the Term and prior to any termination, maintain and keep the Licensed Space in good order and repair at its own cost and expense, and in accordance with applicable statutes, ordinances, local laws, codes, regulations and other laws. The parties hereto agree and acknowledge that the cost of such maintenance and repairs is equivalent to the benefit derived by Licensee for the use and enjoyment of the Licensed Space. Licensee shall use the Licensed Space solely for the Parking Use during regular business hours of Licensee's adjacent facility. Licensee shall not charge for parking and shall institute reasonable security measures to ensure use of the Licensed Space only by Licensee's employees and agents.

4. Insurance. Licensee shall at all times during the terms of this License maintain the following:

(a) Workers' compensation insurance, disability benefits' insurance, and each other form of insurance which Licensee is required by law to provide covering loss resulting from injury, sickness, disability, or death of employees of Licensee;

(b) A policy of commercial general liability insurance with a limit of liability of not less than \$1,000,000 per occurrence on an "occurrence" basis and \$2,000,000 in the aggregate for bodily injury, including death, and property damage, including but not limited to, contractual liability under this License and personal injury, with blanket excess liability coverage in an amount not less than \$2,000,000, covering the Licensed Space and Licensee's and Licensor's use thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about the Licensed Space or in connection with the maintenance and use of the Licensed Space and all appurtenant areas.

All insurance required by this License shall be with insurance companies of recognized financial standing selected by Licensee and licensed to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other persons engaged in businesses similar in size, character, and other respects to those in which Licensee are engaged. All policies evidencing such insurance except the Workers' Compensation policy shall name Licensee as insured and Licensor as an additional insured, as its interests may appear, and shall provide that such coverage with respect to Licensor be primary and non-contributory with any insurance secured by Licensor and require at least thirty (30) days' prior written notice to Licensor of cancellation, reduction in policy limits, or material change in coverage thereof.

On the date hereof, Licensee shall deliver to Licensor, satisfactory to Licensor in form and substance: (i) certificates evidencing all insurance required hereby; (ii) the additional insured endorsement(s) applicable to Licensor; (iii) the final insurance binder addressed to Licensee covering the Licensed Space; and (iv) evidence that the insurance so required is on a primary and non-contributory basis. In addition, Licensee shall provide, if so requested by Licensor, a final and complete copy of each insurance policy within thirty (30) days of Licensor's request

Licensee shall deliver or cause to be delivered to Licensor on or before the first business day of each January each of the items set forth in the immediately preceding paragraph, dated not earlier than the immediately preceding month, reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by this License.

All premiums with respect to the insurance required by this License shall be paid by Licensee, provided, however, that, if the premiums are not timely paid, Licensor may pay such premiums and Licensee shall pay immediately upon demand all sums so expended by Licensor, together with interest at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less.

5. Site Work and Paving of Licensed Space. Site preparation, clearing, paving and striping of the Licensed Space (collectively, the "Work") shall, at the sole cost and

expense of Licensee, be completed in a good and workmanlike manner with materials of high quality, strictly in accordance with laws and with materials, plans and specifications approved in writing by Licensor, which approval will not be unreasonably withheld, conditioned, or delayed. Licensee will not permit any mechanics' lien claims to be filed or otherwise asserted against the Licensed Space and shall promptly discharge any such liens. Licensee shall, at its sole cost and expense, obtain and keep in full force and effect all government approvals and permits required to commence and conduct the Work and to use the Licensed Space for the Parking Use.

6. No Representation or Warranty.

LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY, OR FITNESS OF THE LICENSED SPACE, OR ANY PART THEREOF, OR AS TO THE SUITABILITY OF THE LICENSED SPACE OR ANY PART THEREOF FOR LICENSEE'S PURPOSES OR NEEDS, OR AS TO THE ENVIRONMENTAL CONDITION OF THE LICENSED SPACE OR THE PRESENCE OR ABSENCE OF REGULATED MATERIAL (DEFINED HEREIN AS FLAMMABLE EXPLOSIVES, RADIOACTIVE MATERIALS, SOLID WASTE, HAZARDOUS SUBSTANCES, HAZARDOUS WASTE, HAZARDOUS MATERIALS, ASBESTOS CONTAINING MATERIALS, PETROLEUM OR ANY FRACTION THEREOF, POLLUTANTS, IRRITANTS, CONTAMINANTS, TOXIC SUBSTANCES, OR ANY OTHER MATERIALS RESPECTIVELY DEFINED AS SUCH IN, OR REGULATED BY, ANY APPLICABLE ENVIRONMENTAL LAW (DEFINED HEREIN AS ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE, AS EACH MAY BE VALIDLY INTERPRETED AND APPLIED BY THE APPROPRIATE GOVERNMENTAL ENTITY, GOVERNING THE PROTECTION OF HUMAN HEALTH, SAFETY, INDUSTRIAL HYGIENE OR THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 AND THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN AIR ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE SAFE DRINKING WATER ACT AND THE OIL POLLUTION ACT OF 1990)) OR THE COMPLIANCE OR NONCOMPLIANCE OF THE LICENSED SPACE WITH ANY ENVIRONMENTAL LAW. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, LICENSOR SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. LICENSEE ACCEPTS THE LICENSED SPACE "AS IS."

7. Hold Harmless and Indemnity.

(a) Licensee hereby releases Licensor and its members, officers, agents and employees from, agrees that Licensor and its members, officers, agents and employees shall not be liable for, and agrees to indemnify, defend, and hold Licensor and its members, officers,

agents and employees harmless from and against any and all any loss, damage, cost, expense (including but not limited to reasonable attorneys' and consultants' fees) or liability directly or indirectly arising out of or attributable to (a) Licensee's use of the Licensed Space, including, but not limited to liability for loss or damage to Licensed Space or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Licensed Space, or arising by reason of or in connection with the use thereof, or the presence on, in, or about the Licensed Space; (b) the use, generation, storage, release, threatened release, discharge, disposal, or presence of Regulated Materials on, under or about the Licensed Space (whether by Licensee or any, employees, agents, contractors or subcontractors of Licensee), including, without limitation: (i) all consequential damages; (ii) the cost of any required or necessary repair, cleanup or detoxification of the Licensed Space including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans; (iii) damage to any wetlands or natural resources; and (c) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of Licensor are not incurred or do not result from the gross negligence or willful misconduct of Licensor or any of its members, officers, agents or employees.

To the fullest extent permitted by law, the foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of Licensor or any of its officers, members, agents or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against Licensor or its members, officers, agents, or employees by any employee of Licensee, or any materialman, agent or contractor of Licensee, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of Licensee hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) Notwithstanding any other provisions of this License, the obligations of Licensee pursuant to this Section 7 shall remain in full force and effect after the termination of this License until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by Licensor, or its officers, members, agents or employees relating thereto.

8. No Right of Assignment. Licensee shall not assign this License or its rights, title or interest hereunder without Licensor's prior written consent.

9. Governing Law. This License shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

10. Default. If Licensee should default in or otherwise fail to perform any of the obligations set forth in this License, and fail to cure any such default or failure, within 24 hours after advanced written notice, then Licensor may revoke this License upon delivery of notice to

Licensee. In such event, Licensee shall immediately vacate the Licensed Space in accordance with this License.

11. Limitation of Right of Recovery Against Licensor. Licensee agrees to look solely to the estate and property of Licensor in the premises for the satisfaction of Licensee's remedies in the event of any default by Licensor of this License. There shall be no personal liability on the part of Licensor or Licensor's officers, members, agents or employees.

12. Remedy of Licensee. The Licensee agrees that the only remedy for Licensee in the event of any breach of this License or other wrongful action by Licensor is to recover damages for any alleged breach of contract. Licensee expressly recognizes that Licensee has no right pursuant to the Real Property Actions and Proceedings Law since Licensee remains on the premises as a licensee and not a tenant.

13. Entire Agreement; Amendment. This License embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this License. Neither this License nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

14. Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

15. Counterparts and Facsimile. This License may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall be deemed to be one. Facsimile signatures shall be deemed original signatures.

IN WITNESS WHEREOF, the parties have executed this License as of the date first set forth above.

LICENSOR:

City of Syracuse Industrial Development Agency

By: _____

Name: Michael Frame

Title: Chairman

LICENSEE:

Armoured One, LLC

By: _____

Name:

Title:

CONTRACT TO PURCHASE

CONTRACT TO PURCHASE made as of the _____ day of _____, 2019

BETWEEN:

Buyer(s): **ARMOURED ONE, LLC**
Buyer(s) Address: 386 N. Midler Ave, Syracuse, NY 13206

And

Seller(s): **SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**
Seller(s) Address: 505 E Fayette Street, Syracuse, NY 13202

The Parties agree as follows:

1. **PREMISES.** Seller currently owns parcels of real property and shall sell and convey Seller's full right, title and interest in and to the real property to Buyer and Buyer shall purchase all Seller's interest in the Premises, including all buildings, improvements and appurtenances thereto (collectively, the "Premises") known as 2100 Coughlin Ave, in the City of Syracuse, County of Onondaga and State of New York known as Tax Lot 023.-08-31.2 and 2103 Coughlin Ave Rear, in the City of Syracuse, County of Onondaga and State of New York known as Tax Lot 023.-08-31.1.

2. **PURCHASE PRICE.** Buyer agrees to pay Seller TWENTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$29,500.00) for the Premises, payable as follows:

Cash Balance: \$29,500.00 will be paid to Seller at Closing (transfer of title) less any costs required to pay off any liens on the property and less any amounts for the abstract of title or for tax payments, adjustments or pro-rations, water and utility adjustments set forth above.

3. **REAL ESTATE BROKERAGE FEE.** Buyer represents that Buyer has not dealt with any Broker concerning the Premises other than NONE. No real estate brokerage commissions shall be due or owing on this Contract.

4. **SELLER'S REPRESENTATION,** Seller represents and warrants to Buyer that Seller has the exclusive right, power and authority to sell, convey and transfer the Premises in accordance with the terms of this Contract.

5. **TITLE DOCUMENTS,** Seller shall deliver to Buyer no later than 10 days prior to closing an up-to-date abstract of title prepared by a title or abstract company authorized to do business in this State (and made in accordance with Onondaga County Bar Association Standards if the property is within Onondaga County), made from the records of the County Clerk's office and commencing with a Warranty Deed conveying a 100% fee interest and recorded no later than 40 years prior to the date of the Contract (or no later than 1945 if the property is within Onondaga County), or a fee title insurance policy if acceptable to all parties, a tax search covering County, City or other taxes for the applicable lien period, current property tax receipts and proof of payment of common charges, if any. Seller shall also provide an up-to-date instrument survey showing improvements, courses and distances of all boundaries and relation to a monument or other fixed point, all fences, driveways, encroachments and easements affecting or appurtenant to the Premises, setback lines, certified to the Buyer, its lender and the title company. If the Premises is a condominium unit, in lieu of the above, Seller shall provide and deliver to buyer a copy of the existing Owners or Mortgagee policy, if any, and stub search from date of policy, together with tax searches and tax receipts as hereinabove set forth. In the event this Contract is terminated, the title documents shall be promptly returned to Seller or Sellers attorney by Buyer or Buyers attorney. This "Provision shall survive the termination of the Contract.

6. **MARKETABLE TITLE.** At Closing, Seller shall transfer to Buyer good and marketable title to the Premises, subject to building and use restrictions of record and governmental laws, regulations and/or ordinances (provided -that the same are not violated), utility and/or drainage easements benefiting the Premises or permitted pursuant to FNMA/FHLC title standards and

taxes for local improvements not then due. Otherwise such title shall be free and clear from the rights of others unless set forth herein.

INDIAN LAND CLAIMS. Purchaser and Seller have been advised that the property covered by this Contract is, or may lie, in lands claimed by a Native American group and that fact shall not be raised as an issue for refusing to complete this sale, and based on a claim that this may impair or make this property less marketable.

7. **CLOSING.** The passing of title ("Closing") shall be held at the office of Buyer's lenders attorney office as soon as practicable after title documents can be updated by Seller. All parties shall make a good faith effort to close on or about thirty (30) days from the date this agreement is signed.

8. **CLOSING DOCUMENTS.** At the time of Closing, Seller shall execute and deliver to Buyer a Warranty Deed with lien covenant together with such other documents as maybe required by law or reasonably requested by Buyer's attorney or lending institution the time of Closing including a Gains Tax Affidavit (Form TP584) or Tentative Assessment issued by the Department of Finance and Taxation pursuant to Article 31-B of the Tax Law; Form RP-5217 (Equalization and Assessment Form); Title owner/seller affidavit in the form required by Buyer's title insurance agent, an assignment of leases, rental agreements and licenses together with any security deposits delivered to Seller pursuant thereto, if any and all other customary documents reasonably required by Buyer or Buyer's attorney.

9. **ADJUSTMENTS.** Prepaid charges including but not limited to rents actually received prior to or at Closing, prepaid or unpaid: security deposits, taxes, water and common charges, garbage removal fees and fuel oil shall be prorated and adjusted as of 11:59 pm the day of Closing. Fuel in storage shall be adjusted at the average market price at the time of Closing as agreed to by the parties or as determined by averaging the prices of three major retailer suppliers which serve the area in which the Premises is located.

10. **RECORDING EXPENSES.** Seller shall pay (by reduction from proceeds due Seller) any amounts necessary to satisfy any lien upon the property, for recording fees associated with recording fees for any mortgage discharge, title curative, delinquent or past due real property tax, gains tax affidavit, transfer tax and any title affidavit required to be recorded. Buyer shall pay the recording fees associated with recording the deed, equalization and assessment for and any sales tax required as a result of the transaction.

11. **POSSESSION.** Possession of the Premises shall be delivered at closing in as-is condition.

12. **ASSIGNMENT.** Seller understands and acknowledges that the Buyer can assign this contract to its real estate holding company called North Midler Properties, LLC. Buyer shall remain fully liable to the Seller for its full and faithful performance of all covenants and conditions herein.

13. **NOTICE.** Any notice or request required or agreed to be given under this Contract shall be sufficiently given if it is in writing and signed by the party giving it, or that party's attorney or real estate agent. Service of any such notice shall be completed upon receipt of such notice by the other party, or that party's attorney or real estate agent, and may be personally delivered, transmitted by facsimile, delivered by courier, or mailed. Unless otherwise agreed, for the purposes of this Contract, signatures transmitted by facsimile shall have the same force and effect as original signatures.

14. **MISCELLANEOUS.**

a. If Closing occurs during a tax year before a new tax rate is fixed, the apportionment of taxes shall be based upon the tax rate for the immediately preceding fiscal year applied to the latest assessed valuation.

b. Until delivery of possession, Seller shall be responsible for any damage to the Premises and any water and utility services.

c. Any errors or omissions in computation at closing shall be corrected upon discovery.

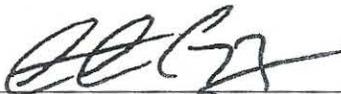
d. Only the representations contained in Section 5 and the provisions contained in Sections 16(b) and 15(c) shall survive the Closing and transfer of title.

15 **PERSONS BOUND.** This document, and the addenda annexed hereto and named below, when signed by both parties, shall be a binding Contract. It shall bind the parties hereto and their estates. This Contract contains the entire agreement of the parties and may not be changed or modified orally, but only in writing by all parties to be bound. There are no warranties or representations except as set forth in this Contract, notwithstanding any other statements or documents.

16. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or other causes shall remain with Seller until closing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

Buyer:
ARMOURED ONE, LLC

By: 
Name: Thomas Czyz
Title: CEO
Date: May 16, 2019

Seller:
SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name:
Title:
Date:

SEQRA RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on May 21, 2019 at 8:00 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 CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, DECLARING THE AGENCY LEAD AGENCY FOR PURPOSES OF AN UNCOORDINATED REVIEW THEREUNDER AND DETERMINING THAT THE ACTION WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

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

WHEREAS, the Agency owns approximately 8.5 acres of vacant land located at 2100 Coughlin Avenue (Tax Map No. 23.-8-31.2) and 2103 Coughlin Avenue (Rear) (Tax Map No. 23.-8-31.1), both located in the City of Syracuse, New York (collectively, the "*Land*"); and

WHEREAS, Armoured One, LLC (the "*Company*") owns real property adjacent to the Land and has requested that the Agency (a) sell the Land to the Company; and (b) prior to closing, if any, on the sale grant a license to the Company to enter upon the Land to pave and

otherwise improve approximately 2 acres of the Land for use as a parking lot for its employees (together the "**Project**"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "**SEQRA**"), the Agency is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQRA) to be taken by the Agency and the Project constitutes such an action; and

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

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

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

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

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

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

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

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

(3) This Resolution shall take effect immediately. The Secretary of the Agency is hereby authorized and directed to 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.

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

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

AYE

NAY

The foregoing resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “**Agency**”) held on May 21, 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 May, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

Project:

Date:

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

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

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

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on May 21, 2019 at 8:00 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 EXECUTION AND DELIVERY OF A LICENSE AGREEMENT BETWEEN THE AGENCY AND THE COMPANY AND AUTHORIZING THE NEGOTIATION OF A PURCHASE OFFER FOR THE SALE OF LAND

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

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property; and

WHEREAS, the Agency owns approximately 8.5 acres of unimproved real property located at 2100 Coughlin Avenue (Tax Map No. 23.-8-31.2) and 2103 Coughlin Avenue (Rear) (Tax Map No. 23.-8-31.1), both located in the City of Syracuse, New York (collectively, the "**Land**") accessible solely through and to the rear of Armoured One, LLC's (the "**Company**") property located at 386 North Midler Avenue, Syracuse, New York; and

WHEREAS, the Company is a security company specializing in k-12 school security protecting schools against an active shooter attack. The Company offers training, security assessments and glass products designed to save lives during attacks; and

WHEREAS, the Company currently employs approximately 150 full and part-time employees out of the Syracuse office and are investing millions of dollars into buildings located at 386 North Midler Ave in the City. The Company requires additional parking in order to accommodate and create new jobs. The Company is looking to expand over the next five years and anticipates hiring an additional 200 people during that time if they are able to secure adequate parking; and

WHEREAS, without the added parking, the Company will look to expand their facility in Myrtle Beach rather than locally; and

WHEREAS, the Company has requested, and the Agency is desirous of granting, a license from the Agency to the Company for the privilege to access, clear and pave the Land for the purpose of creating additional surface parking to be used solely for passenger vehicle parking for Company's employees during business hours and for no other purpose whatsoever pursuant to the terms of a revocable license agreement (the "**License Agreement**"); and

WHEREAS, in addition to the request for the License Agreement, the Company has submitted a purchase offer dated May 16, 2019 with respect to the Land owned by the Agency (the "**Sale of the Land**") a copy of which is attached hereto at **Exhibit "A"**; and

WHEREAS, with respect to any disposition of property, the Agency is bound by the Act, its property disposition policy and the New York State Public Authorities Accountability Act; 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 enter into the License Agreement and/or to sell the Land constitutes such an action; and

WHEREAS, by resolution adopted May 21, 2019 (the "**SEQRA Resolution**"), the Agency determined that the execution and delivery of the License Agreement and any sale of the Land constitutes an "Unlisted Action" as defined under SEQRA and will not have a significant adverse effect on the environment and issued a negative declaration; and

WHEREAS, the Land is landlocked by the Company's adjoining property; and

WHEREAS, the Agency has a contracted for the preparation of an appraisal on the Land;
and

WHEREAS, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the License Agreement and/or the Sale of the Land; and

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

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

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

- (A) ratifies the findings in its SEQRA Resolution;
- (B) to enter into the License Agreement with the Company;
- (C) the Land is landlocked. The use of the Land by the Company to facilitate expansion, growth and job creation are within the Agency's purposes and mission; and
- (D) to sell the Land to the Company contingent upon the terms of the Sale of the Land being negotiated by the (Vice) Chairman, which shall include (but not be limited to) a purchase price of not less than the appraised value and compliance with the terms of this Resolution, the Agency's property disposition policy, the Act and the New York State Public Authorities Accountability Act.

Section 3. The Chairman and/or Vice Chairman of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution including but not limited to the negotiation,

execution and delivery of the License Agreement and the Sale of the Land and the related transfer in accordance with the terms hereof..

Section 4. The obligation of the Agency to consummate the License Agreement is subject to and conditioned upon the Agency's approval of the terms of the License Agreement and the Company's execution and delivery of, among other things, the License Agreement in favor of the Agency in form and substance acceptable to the Agency and its counsel, all in the discretion of the Chairman and/or Vice Chairman of the Agency. The obligation of the Agency to consummate the Sale of the Land is subject to and conditioned upon the Agency's negotiation and approval of the terms of the purchase agreement, at a price not less than the appraised value, and compliance with the terms of this Resolution, the Agency's property disposition policy, the Act and the New York State Public Authorities Accountability Act.

Section 5. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the License Agreement and the Sale of the Land, this Resolution shall automatically become null, void and of no further force and effect.

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

Section 7. The Secretary and/or the Executive Director of the Agency are hereby authorized and may distribute copies of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 8. 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.

EXHIBIT "A"

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 May 21, 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 May, 2019.

City of Syracuse Industrial Development Agency

Rickey T. Brown, Secretary

(S E A L)

EXECUTIVE SUMMARY

Agenda Item: 8 Title: RPS Hotel Holdings, LLC Requested By: Sue Katzoff	ATTACHMENTS: 1. Correspondence.
OBJECTIVE: Project withdrawal.	
DESCRIPTION: Direct expenditure of fund: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Type of financial assistance requested <input type="checkbox"/> PILOT <input type="checkbox"/> Sales Tax Exemption <input type="checkbox"/> Mortgage Recording Tax Exemption <input type="checkbox"/> Tax Exempt Bonds <input type="checkbox"/> Other SUMMARY The Agency has received correspondence from the owner of the Company requesting the application for financial assistance submitted for the Project be withdrawn due to a conflict of interest. The Agency's counsel will discuss further at the Board meeting of May 21, 2019.	REVIEWED BY: <input type="checkbox"/> Executive Director <input type="checkbox"/> Audit Committee <input type="checkbox"/> Governance Committee <input type="checkbox"/> Finance Committee
	Meeting: May 21, 2019 Prepared By: J. A.DeLaney

RPS Hotel Holdings LLC

15 May 2019

Judith DeLaney
Economic Development Specialist
Neighborhood And Business Development
City of Syracuse
201 East Washington Street, 6th Floor
Syracuse, N.Y. 13202

RE: Northside Mixed Use Project at St Joseph's Health Center

Dear Judy,

Per our discussion earlier this week, I would like to formally request that the Syracuse Industrial Development Agency ("SIDA") withdraw our project's application.

We appreciate your and SIDA's help to date.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C Pietrafesa Jr.", with a stylized flourish above the name.

Richard C Pietrafesa Jr.
Manager

EXECUTIVE SUMMARY

Agenda Item: 9

Title: Agency Policy

Requested By: Judv DeLaney

OBJECTIVE: Amendment of certain Agency policies to clarify approvals or actions may be taken by either the Executive Director or the Chairman of 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

A review of the following Agency policies indicated approvals and/or actions taken under the policy were designated to be undertaken by the Executive Director. Staff is requesting that in each instance the specified policies be amended to allow action/ approvals to be undertaken by either the Executive Director of the Chairman of the Agency: *Disposition of Property Policy, Investment Policy, Local Access Policy, Procurement Policy, Travel Policy.*

ATTACHMENTS:

1. None.

REVIEWED BY:

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

Meeting: May 21, 2019

Prepared By: J. A. DeLaney