

RESOLUTION

A regular meeting of the Syracuse Local Development Corporation (the "*SLDC*") was convened on March 19, 2019 at 8:45 a.m.

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

PRESENT: Steven Thompson, Kenneth Kinsey, Kathleen Murphy, Rickey T. Brown, Michael Frame (via video conference at second location at NonoFab East, 257 Fuller Road, Albany, New York 12203)

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Honora Spillane, Susan Katzoff, Esq., Meghan Ryan, Esq., Judith DeLaney, John Vavonese, Debra Ramsey-Burns; Others Present: Michael Lisson, Aggie Lane, Gail Montplaisir, Anthony Dipeso, Wendy Rucelli, M. Latimer, Fred Swayze, Richelle Brown, Kevin McAuliffe, Esq., Steve Hillebrand, Norman Smith, Sharon Owens, Lauryn LaBourde, Ebony Farrow, Peter King

The following resolution was offered by Kathleen Murphy and seconded by Rickey T. Brown:

RESOLUTION AUTHORIZING THE SYRACUSE LOCAL DEVELOPMENT CORPORATION TO PARTICIPATE IN A COOPERATION AGREEMENT WITH THE CITY OF SYRACUSE AND THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY; AND EXECUTE AND DELIVER A CONTRACT WITH C&S ENGINEERS, INC. FOR WORK TO BE PERFORMED AT 100 MADISON ST.; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS ALL IN CONNECTION WITH THE FOREGOING

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law ("*N-PCL*") of the State of New York (the "*State*"), as amended (hereinafter collectively called the "*Act*"), and pursuant to its Certificate of Incorporation filed on March 15, 2010 (the "*Certificate*"), the Syracuse Local Development Corporation (the "*SLDC*") was established as a not-for-profit local development corporation of the State pursuant to Sections 402 and 1411 of the Not for Profit Corporation Law of the State and has the power to acquire by purchase, lease, gift, bequest, devise or otherwise real or personal property or interests therein, to borrow money and to issue negotiable bonds, notes and other obligations therefor and has the authority to sell, lease, mortgage or otherwise dispose of or encumber any of its real or personal property or any interest therein upon such terms as it may determine exclusively in furtherance of the charitable or public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering

and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, lessening the burdens of government and acting in the public interest; and

WHEREAS, the City of Syracuse, New York (the "**City**") owns an underground parking garage at 100 Madison Street, Syracuse, New York (the "**South Parcel**"). The South Parcel sits beneath what is now the Tech Garden (the "**Tech Garden**" and together with the South Parcel, collectively, the "**City's Parcel**") and adjacent to and adjoining another underground garage parcel which sits below what is commonly known as the AXA Tower Complex (the "**North Parcel**" and together with the South Parcel, collectively, the "**Garage**"); and

WHEREAS, pursuant to an agreement with the owner of the North Parcel (the "**Owner**"), the City leased the North Parcel from the Owner and agreed to operate and maintain the entire Garage in good working repair (the "**Garage Lease Agreement**"); and

WHEREAS, the City procured the services of C&S Engineers, Inc. ("**C&S**") and have been under contract with the C&S for over 10 years to perform project management services with respect to the Garage, giving C&S a unique understanding of the Garage, including the history of repairs as well as the current structural needs including reconstruction, planning and project management of the Garage; and

WHEREAS, since taking ownership in March, 1997, the City has dedicated millions of dollars to the maintenance of the Garage which now is in need of additional significant and extensive repairs to address infrastructure and streetscape improvements (collectively, the "**Improvements**"); and

WHEREAS, notwithstanding the Garage Lease Agreement, the Owner remained liable for all repairs to infrastructure located in the North Parcel that supports the improvements above the Garage on the North Parcel; namely, the AXA Tower Complex; and

WHEREAS, the Garage Lease Agreement also provides that the Owner agrees to maintain the plaza level on top of the North Parcel in a manner that is architecturally appropriate to minimize leakage from the plaza level into or onto the membrane covering the Garage ceiling; and

WHEREAS, the City and the Owner agree that the Garage, including the North Parcel, has not been satisfactorily maintained either due to a lack of ongoing repair, and/or water and other damage leaking from the plaza level above, or a combination of both; and

WHEREAS, the parties have agreed that single ownership of the Garage will facilitate the repairs and the ongoing operation of the Garage for the benefit of the tenants of both the Tech Garden, the AXA Tower Complex and the general public, as available, and to further benefit a larger economic development strategy in that area of the City; and

WHEREAS, the City has authorized the transfer of the City's Parcel to the SLDC and the Owner has authorized the transfer in ownership of the North Parcel to the SLDC such that the SLDC will have single ownership and control over the Garage and each the City and the Owner are undertaking the necessary steps to do so; and

WHEREAS, the Improvements will be subject to a comprehensive plan of renovation, design and development, which will include the preparation of construction and bidding documents, all of which will be undertaken by C&S at the direction of the SLDC (collectively, the "**Plan**") pursuant to a new or amended contract between the SLDC and C&S (the "**Contract**"), which comports with the SLDC's procurement policy, the totality of which is estimated to cost in excess of nine million dollars (\$9,000,000); and

WHEREAS, the initial stages of design and planning anticipated by the Contract to undertake the Improvements is estimated to cost \$525,000.00 (the "**Initial Plan Costs**"); and

WHEREAS, the SLDC has applied for funding from Empire State Development Corporation (the "**ESDC**") which has indicated its commitment of certain funds to the Improvements and the Plan in accordance with an incentive proposal being prepared and negotiated by ESDC; and

WHEREAS, C&S has recommended that the Plan start immediately to ensure the schedule for, and completion of, the Improvements occur within a reasonable timeframe to avoid further damage or deterioration to the Garage; and

WHEREAS, the Improvements to the Garage support several existing commercial facilities in the area, and equally if not more importantly, are imperative to attracting and retaining employers/employees in the AXA Towers and the newly announced Syracuse Surge economic development initiative of the City as well as other projects of the City of Syracuse Industrial Development Agency (the "**Agency**") in the area, and will result in additional capital investment in the City, all of which are in furtherance of the SLDC's mission and purposes; and

WHEREAS, the costs associated with the Plan and the Improvements requires participation by the City, the Agency and the SLDC; and

WHEREAS, to avoid any delay in the Plan or the Improvements while ESDC is finalizing the incentive proposal, the City has requested the Agency partner with the City and the SLDC in accordance with the terms of a cooperation agreement (the "**Cooperation Agreement**") to advance some or all of the funding associated with the Plan and Improvements undertaken by C&S as more fully set forth herein, in an amount not to exceed \$1,500,000 (the "**Funds**"); and

WHEREAS, without the participation by all of the parties in the Cooperation Agreement, the SLDC will not be able to enter into the Contract with C&S and the Plan and Improvements will be delayed putting the Garage at risk for increased damages, putting the employment levels in the AXA Towers at risk and potentially negatively impacting the Syracuse Surge initiative and other economic development projects in the area; and

WHEREAS, the SLDC, the Agency and the City desire to minimize further damage and deterioration at the Garage and eliminate delays for completing and implementing the Plan and the Improvements for the benefit of economic development in, and the residents of, the City; and

WHEREAS, the SLDC seeks authority to enter into the Contract and the Cooperation Agreement with the understanding that the Contract will not bind the SLDC to fund any portion of the Plan or Improvements beyond the Initial Plan Costs without further approval of the SLDC board ("*Design Cap*"); and

WHEREAS, by resolution dated November 5, 2018, and 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 SLDC classified the Improvements to be undertaken at the Garage as a Type I Action under SEQRA, determined that they would not have a significant environmental impact and issued a negative declaration (the "*SEQRA Finding*"); and

WHEREAS, it is within the SLDC's authority and powers to own property, enter contracts and to lessen the burdens of government; and

NOW, THEREFORE, be it resolved by the members of the Syracuse Local Development Corporation, as follows:

Section 1. Based upon the representations made to the SLDC, the SLDC makes the following findings and determinations:

(A) the execution of the Cooperation Agreement and the Contract are in furtherance of the SLDC's undertaking of the Improvements as previously reviewed as part of the SLDC's SEQRA Finding and no further review or action is required; and

(B) The SLDC has determined that the execution of the Cooperation Agreement, in accordance with the terms hereof and upon additional terms and/or conditions as negotiated by the Executive Director and approved by the Chairman of the SLDC, to carry out the intent of this Resolution, furthers the purposes of the SLDC; and

(C) The SLDC has determined that the execution of the Contract with C&S contingent upon the execution of the Cooperation Agreement by all parties thereto, in accordance with the terms hereof and upon additional terms and/or conditions as negotiated by the Executive Director and approved by the Chairman of the SLDC, to carry out the intent of this Resolution, furthers the purposes of the SLDC; and

(D) The Executive Director of the SLDC is hereby authorized, on behalf of the SLDC, to negotiate the Cooperation Agreement and the Contract, in accordance with the terms and intent hereof; and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. Subject to the approval by the Chairman of each the Cooperation Agreement and the Contract, the Executive Director shall be authorized to execute and deliver same on behalf of the Agency and such execution shall constitute conclusive evidence of such approval.

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

Section 3. No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the SLDC in his or her individual capacity. Neither the members nor officers of the SLDC, nor any person executing any documents referred to above on behalf of the SLDC, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 4. A copy of this Resolution shall be placed on file in the office of the SLDC where the same shall be available for public inspection during business hours.

Section 5. The Secretary of the SLDC is hereby authorized to and may distribute copies of this Resolution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 6. This Resolution shall take effect immediately. A copy of this Resolution shall be placed on file in the office of the SLDC where the same shall be available for public inspection during business hours.

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

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

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Syracuse Local Development Corporation (the "SLDC"), DO HEREBY CERTIFY that I have compared the annexed extract of the minutes of the meeting of the SLDC held on March 19, 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 SLDC and of such resolution set forth herein and of the whole of such original insofar as the same relates to the subject matters referred to therein.

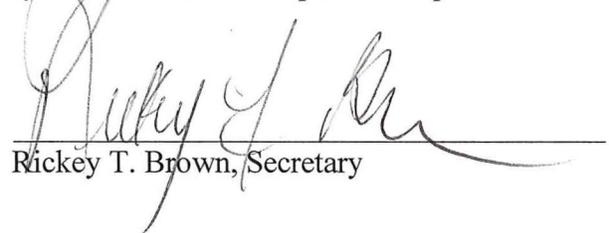
I FURTHER CERTIFY, that all members of the Board of Directors of the SLDC had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the Board of Directors of the SLDC present throughout said meeting.

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 modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said SLDC this 19 day of April, 2019.

Syracuse Local Development Corporation



Rickey T. Brown, Secretary

(S E A L)