

## RESOLUTION

A regular meeting of the Syracuse Local Development Corporation was convened on November 5, 2018 at 9:00 a.m.

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

**PRESENT:** Michael Frame, Steven Thompson, Kathleen Murphy, Kenneth Kinsey

**EXCUSED:** Rickey T. Brown

**THE FOLLOWING PERSONS WERE ALSO PRESENT:** Honora Spillane, Judith DeLaney, John Vavonese and Susan Katzoff, Esq.

The following resolution was offered by Kathleen Murphy and seconded by Kenneth Kinsey:

**RESOLUTION OF THE SYRACUSE LOCAL DEVELOPMENT CORPORATION TO: (i) APPROVE THE ACQUISITION OF THE GARAGE (AS DEFINED BELOW); (ii) APPROVE ASSUMPTION OF CERTAIN OBLIGATIONS TO REPAIR THE GARAGE; (iii); AUTHORIZE THE AGENCY TO TAKE ALL NECESSARY ACTION TO ENSURE THE ONGOING OPERATIONS OF THE GARAGE; AND (iv) AUTHORIZE A NEW LEASE FOR SPACES IN THE GARAGE**

**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**, in March 1997, the Mutual Life Insurance Company of New York sold an underground parking garage (the "**South Parcel**") to the City of Syracuse (the "**City**") pursuant to a sale agreement dated March 27, 1997. The garage acquired by the City 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**, contemporaneous with the City's purchase of the South Parcel, the City entered into an agreement whereby Towers Realty LR, Ltd, the owner of the North Parcel (the "**Owner**") leased the North Parcel to the City and the City agreed to operate and maintain the North Parcel in good working repair (the "**Garage Lease Agreement**"); 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; namely, the AXA Tower Complex; and

**WHEREAS**, the Garage Lease Agreement also provides, that notwithstanding the foregoing, 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 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 City and the Owner engaged engineers to undertake a joint assessment of the repairs necessary to repair the Garage and ensure its safety and arrived at a global scope of repairs, with estimated costs, which scope includes, generally, renovations to the Garage to include structural, mechanical, electrical, plumbing and fire protection repairs and upgrades as well as renovations to the plaza level including removal and replacement of the waterproofing membrane, removal and resetting of pavers and replacement of the expansion joints and repair and/or replacement of planters (collectively, the "**Scope of Repairs**"); and

**WHEREAS**, the City has limited resources to devote to the Scope of Repairs necessary to satisfactorily repair the Garage and ensure its safety in satisfaction of its obligations under the Garage Lease Agreement; 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 wishes to transfer ownership of the City's Parcel to the SLDC and the Owner wishes to transfer ownership of the North Parcel to the SLDC such that the SLDC

will have single ownership and control over the Garage and each are undertaking the necessary steps to do so; and

**WHEREAS**, an appraisal has been commissioned with respect to the North Parcel (the "**Appraisal**"); and

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

**WHEREAS**, the SLDC seeks approval to acquire fee title to the City's Parcel, subject to the approval of the Common Council of the City for nominal or no consideration, and the terms of this Resolution and to acquire the North Parcel, for an amount less than the appraised value as evidenced by the Appraisal and subject to all conditions set forth herein (collectively, the "**Acquisition**"); and

**WHEREAS**, the SLDC seeks further approval to assume the City's outstanding obligations to undertake the Scope of Repairs subject to SLDC's submission of an application to the State for grant funds to complete the necessary repairs and receipt of an incentive proposal from the State; and

**WHEREAS**, the SLDC seeks authority to work with the City to address any management contracts it may have with respect to the current operation of the Garage, and if required, assume any such agreements if necessary to maintain the ongoing operations of the Garage and to take whatever steps are necessary to ensure that the North Parcel and the City's Parcel are covered by appropriate insurance (collectively, the "**Additional Obligations**"); and

**WHEREAS**, the North Parcel and the AXA Tower Complex currently comprise one tax parcel number. The parties are working to re-subdivide (or otherwise separate) the property into separate and distinct parcels such that fee title to the North Parcel can be separately transferred to the SLDC (the "**Re-subdivision**"); and

**WHEREAS**, the City currently has a lease agreement with the Owner to lease parking spaces for the benefit of the tenants of the AXA Tower Complex which is set to expire on December 31, 2018. The SLDC seeks authority, assuming acquisition of the North Parcel, to enter into a new lease with the Owner, contemporaneously with the acquisition of the North Parcel, for spaces on terms acceptable to the (Vice) Chairman (the "**Parking Lease**" and together with the Acquisition, the Scope of Repairs and the Additional Obligations, collectively, the "**100 Madison Street Renovation 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 100 Madison Street Renovation Project constitutes such an action; and

**WHEREAS**, to aid the Agency in determining whether the action described above may have a significant adverse impact upon the environment, an Environmental Assessment Form

(the "*EAF*") was prepared, a copy of which is on file at the office of the Agency; and

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

**NOW, THEREFORE**, be it resolved by the members of the Board of Directors of the Syracuse Local Development Corporation 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 SLDC to: (i) promote community and economic development and the creation of jobs in the non-profit and for-profit sectors for the citizens of the City by developing and providing programs for not-for-profit institutions, manufacturing and industrial businesses and other entities to access low interest tax-exempt and non-tax-exempt financing for their eligible projects; and (ii) undertake projects and activities within the City for the purpose of relieving and reducing unemployment, bettering and maintaining job opportunities, carrying on scientific research for the purpose of aiding the City by attracting new industry to the City or by encouraging the development of, or retention of, an industry in the City, and lessening the burdens of government and acting in the public interest.

Section 3. Based upon the foregoing, the SLDC makes the following findings and determinations:

(a) the 100 Madison Street Renovation Project, is in furtherance of the purposes of the SLDC; and

(b) The Project constitutes a "Type I Action" (as said quoted term is defined in SEQRA) and will not have a significant impact on the environment and the SLDC will not require the preparation of an Environmental Impact Statement with respect to the Project; and

(c) As a consequence of the foregoing, the SLDC has prepared a Negative Declaration with respect to the Project, a copy of which is attached hereto as "**Exhibit A**", which shall be filed in the office of the SLDC in a file that is readily accessible to the public.

(d) the Acquisition of the North Parcel is conditioned upon completion of the Re-subdivision, receipt of the Appraisal and the consideration of such acquisition being less than the appraised value as evidenced by the Appraisal; and

(e) the acquisition of the City's Parcel is conditioned upon approval by the Common Council of the City authorizing the transfer of fee title to the SLDC for nominal or no consideration subject to SLDC's submission of an application to the State for grant funds to

complete the necessary repairs and receipt of an incentive proposal from the State; and

(f) the Acquisition is further conditioned upon the completion of all title work demonstrating each parties' ability to transfer marketable fee title and upon the completion of the Additional Obligations to the satisfaction of the (Vice) Chairman.

Section 4. In consequence of the foregoing, the SLDC hereby determines, subject to the terms of this Resolution as set forth hereinabove, to:

(a) acquire marketable fee title to the Garage subject to the conditions set forth herein; and

(b) authorize counsel for the SLDC to work with the parties on the Acquisition (including title work) and the Additional Obligations, subject to the review/approval by counsel for the SLDC and the (Vice) Chairman, and authorize the execution and delivery of any and all documents necessary to effectuate the Acquisition as well as the Additional Obligations by the (Vice) Chairman and/or Executive Director of the SLDC; and

(c) authorize counsel for the SLDC to work with the parties to negotiate the Parking Lease upon terms and conditions satisfactory to the (Vice) Chairman and authorize the execution and delivery of same by the (Vice) Chairman and/or Executive Director of the SLDC; and

(d) assume the City's obligation to undertake and complete the Scope of Repairs as set forth in the engineers' report subject to SLDC's submission of an application to the State for grant funds to complete the necessary repairs and receipt of an incentive proposal from the State, and authorize counsel for the SLDC to work with the parties to negotiate and draft any and all documents in connection therewith upon terms and conditions satisfactory to the (Vice) Chairman and further authorize the execution and delivery of same by the (Vice) Chairman and/or Executive Director of the SLDC; and

(e) authorize counsel for the SLDC to work on the negotiation and drafting of all other certificates and documents required in connection with the 100 Madison Street Renovation Project, including the documents identified herein and any other documents as may be required to accomplish the 100 Madison Street Renovation Project and carry out the intent of this Resolution all subject to the review/approval by the (Vice) Chairman; and further authorize the execution and delivery of same by the (Vice) Chairman and/or the Executive Director.

Section 5. The SLDC is hereby authorized to undertake the 100 Madison Street Renovation Project.

Section 6. Notwithstanding any other provision of this Resolution, the SLDC covenants that it will comply with the terms of its by-laws, certificate of incorporation and Section 1400 of the Not for Profit Law of the State with respect to the 100 Madison Street Renovation Project.

Section 7. Bousquet Holstein PLLC, as counsel for the SLDC, is hereby authorized to work with counsel to the parties and others to prepare for submission to the SLDC, all documents necessary to effect the actions authorized hereunder and reimbursement of the cost of all such work prior to the date hereof is hereby authorized.

Section 8. 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 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 9. The Secretary and Executive Director of the SLDC are hereby authorized and to distribute copies of this resolution.

Section 10. It is hereby found and determined that all formal actions of the SLDC concerning and relating to the adoption of this Resolution were adopted in an open meeting of the SLDC; and that all deliberations of the SLDC and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

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	

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 November 5, 2018, with the original thereof on file in my office, and that the same (including all exhibits) is a true and correct copy of the proceedings of the 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 9<sup>TH</sup> day of December, 2018.

Syracuse Local Development Corporation

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

(SEAL)

**EXHIBIT A**

**NEGATIVE DECLARATION**

## NEGATIVE DECLARATION

### **NOTICE OF DETERMINATION OF NO SIGNIFICANT EFFECT ON THE ENVIRONMENT**

---

In accordance with Article 8 (State Environmental Quality Review a/k/a SEQR) of the Environmental Conservation Law (the "*Act*"), and the statewide regulations under the Act (6 NYCRR Part 617) (the "*Regulations*"), the Syracuse Local Development Corporation ("*SLDC*") has considered the proposed 100 Madison Street Renovation Project, which is more accurately described below. The SLDC has determined: (i) that the proposed project is a Type I Action pursuant to the Regulations; (ii) that the SLDC has engaged in an environmental review of the Project; (iii) that upon conducting said review, the SLDC has determined that the Project will result in no major environmental impacts and therefore will not have a significant effect on the environment; and (iv) that an environmental impact statement is not required to be prepared with respect to said Project. THIS NOTICE IS A NEGATIVE DECLARATION FOR THE PURPOSES OF THE ACT.

1. SLDC:

The SLDC is the Syracuse Local Development Corporation, Syracuse, New York.

2. Contact for Further Information:

Contact Person:

Ms. Honora Spillane, Executive Director

Address:

201 E. Washington Street, 6<sup>th</sup> floor  
Syracuse, NY 13202

Telephone Number: (315) 448-8028

3. Project Description:

SLDC determined to undertake a project (the "*Project*" or "*100 Madison Street Renovation Project*") consisting of: (A)(i) the acquisition of an interest in real property located at 100 Madison Street & Warren Street South, in the City of Syracuse, New York consisting of an approximately 800,000 sq. foot subterranean two level garage, the above-ground plaza covering the garage and a 47,178 square foot building (known as the Tech Garden) (collectively, the "*Land*"); (ii) the renovation of the garage and plaza level located on the Land (the "*Facility*"), including but not limited to, structural, mechanical, electrical,

plumbing and fire protection repairs and upgrades as well as renovations to the plaza level including removal and replacement of the waterproofing membrane, removal and resetting of pavers and replacement of the expansion joints and repair and/or replacement of planters; and (iii) the acquisition and installation in and at the Land and Facility of furniture, fixtures and equipment.

4. Project Location:

The Project involves property located at 100 Madison Street & Warren Street South in the City of Syracuse.

5. Reasons for Determination of Non-Significance:

See Exhibit "A" attached hereto.

**DATED:** November 5, 2018

**SYRACUSE LOCAL DEVELOPMENT  
CORPORATION**

By: 

\_\_\_\_\_  
Honora Spillane, Executive Director

## **Negative Declaration Exhibit A**

### **Criteria for Determining Significance**

As proposed, the reasonably anticipated environmental effects of the aforementioned 100 Madison Street Redevelopment project will not be significant. This conclusion results from the thorough evaluation of the Project's attributes and their environmental effects against the criteria provided in NYSDEC regulations at 6 NYCRR §617 et. seq. A summary of this evaluation follows.

#### Determination of Environmental Significance

To determine whether the Project may have a significant effect on the environment, the impacts that may be reasonably expected to result from the proposed Project must be compared to criteria specified in NYSDEC regulations. (6 NYCRR §617.7). These criteria are considered indicators of significant effects on the environment.

#### Criterion 1

**A substantial adverse change in existing a) air quality; b) ground or surface water quality or quantity; c) traffic levels; d) noise levels; e) a substantial increase in solid waste production; f) a substantial increase in potential for erosion, flooding, leaching or drainage problems.**

##### a) Air quality

The Project primarily involves the acquisition and repair of the Facility and will result in structural, mechanical, electrical and plumbing repairs to the parking garage and removal and replacement of the waterproofing membrane, removal and replacement of pavers and replacement of expansion joints to the exterior plaza of the Facility. There will be no increase in the existing number of parking spaces in the garage. The Project may involve the potential for minor, temporary changes in air quality in the area immediately surrounding the site during the period of repair. Any potentially hazardous materials located on-site, such as lead-based materials, will be removed from the Facility prior to commencing the repairs and disposed of in accordance with all local, state and federal laws, thereby reducing the potential for such materials to become airborne and migrate off-site. Further, the SLDC and its contractors will take all necessary measures to mitigate any short-term repair-related impacts (i.e., keeping windows closed as much as possible during repair activities, using proper ventilation equipment, limiting the use of dumpsters and dump trucks for construction debris, watering construction debris to reduce dust and prevent airborne migration, etc.).

b) Ground or surface water quality or quantity

The Project is located in an urban area and involves the repair of existing improvements and impervious surfaces. As such, the Project is not expected to result in an adverse change in ground or surface water quality or quantity.

c) Traffic levels

The Project is intended to continue to attract users of the parking spaces located in the Facility as has been the case since initial construction of the Facility. The Facility is currently used as a parking garage so traffic levels will not increase as a result of the Project.

d) Noise levels

The Project may involve the potential for minor, temporary changes in noise quality due to typical construction-related activities. However, any such impacts to noise quality will be mitigated to the extent possible by using appropriate mufflers on heavy equipment and restricting construction hours (e.g., 7:00 a.m. to 5:00 p.m. from Monday through Friday). Accordingly, the SLDC determines that any noise-related impacts associated with the Project will be insignificant.

e) Substantial increase in solid waste production

The Project will result in the generation of solid waste, but such waste will be disposed of by a licensed contractor at an existing solid waste facility in accordance with applicable laws and regulations. As such, the SLDC does not anticipate any adverse impacts associated with solid waste production.

f) Substantial increase in potential for erosion, flooding, leaching or drainage problems

The Project is located in an urban area and primarily involves the repair and replacement of existing improvements and replacement of impervious surfaces. As such, the Project is not expected to result in an increase in the potential for erosion, flooding, leaching or drainage problems.

**Criterion 2**

**The removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse effects on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse effects to natural resources.**

As noted above, the Project site consists of an improved parcel in an urban setting, and the Project will result in physical improvements to the interior and exterior of the Facility. Therefore, the Project will not have any impact on vegetation or fauna, the movement of any fish or wildlife species, or other natural resources. No known significant habitat areas have been

identified, and there are no known threatened or endangered species of plants or animals in the immediate vicinity of the Project area.

### **Criterion 3**

**The encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action.**

The Project will not result in a change in the number of people attracted to the Project site.

### **Criterion 4**

**The creation of a material conflict with a community's current plans or goals as officially approved or adopted.**

The Project is consistent with the SLDC's goal of effectuating financial assistance for specific projects located within the City of Syracuse, as well as the City's desire to revitalize the downtown area.

### **Criterion 5**

**The impairment of the character or quality of important historical, archaeological, architectural or aesthetic resources or of existing community or neighborhood character.**

The Facility is not located within a historic district. The Project involves both exterior and interior renovations to the Facility, which are intended to revitalize the Facility and enhance its continued productive use. The Project is anticipated to improve the character and quality of the surrounding area and therefore is not expected to adversely impact existing resources in the area.

### **Criterion 6**

**A major change in the use of either the quantity or type of energy.**

The Project is not anticipated to result in a major change in the quantity or type of energy used so as to require extraordinary services or actions on the part of energy providers.

### **Criterion 7**

**The creation of a hazard to human health.**

The SLDC does not expect the Project to create any human health hazards. All pre-demolition, demolition and construction materials will be disposed of off-site in accordance with local, state, and federal regulations. The SLDC will contract with properly licensed private

haulers for the transport and disposal of these materials from the Project area. Where necessary, hazardous materials or substances will be characterized prior to disposal and proper records (*e.g.*, bill of lading or waste manifests) will be maintained, and the SLDC will consult with representatives of the City regarding any such materials to ensure their proper removal and disposal. In addition, the SLDC will provide and/or complete a pre-demolition asbestos-containing material/lead-based paint survey(s) prior to any demolition, renovation or construction activities. The SLDC will engage properly licensed contractors to remove any such materials from the Project area.

### **Criterion 8**

**A substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.**

The Project will not result in physical changes to the Facility other than structural and building system repair and upgrade and plaza upgrade so as to facilitate its repair and continued use as a parking garage. The Project does not constitute a substantial change that is unable to be supported by current land use patterns. Further, the Project is consistent with the City's land use plan, will enhance the central downtown area, and will compliment similar revitalization efforts in the City (*i.e.*, Armory Square, Hanover Square, Clinton Square and Montgomery Street).

### **Criterion 9**

**The creation of material demand for other actions which would result in one of the above consequences.**

The Project itself is not expected to create any demand for other actions (*e.g.*, additional public services) that would result in significant adverse consequences described by the above criteria.

### **Criterion 10**

**Changes in two or more elements of the environment, no one of which has a significant effect on the environment, but when considered together result in a substantial adverse impact on the environment.**

The Project will not effect multiple changes to the environment which, when considered together, would be considered significant.

### **Criterion 11**

**Two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant effect on the environment, but when considered cumulatively would meet one or more of the criteria in this section.**

This criterion deals with the issue of cumulative impacts of multiple actions under SEQRA. No cumulative impacts have been identified and none are expected.