

PILOT RESOLUTION

A regular meeting of the City of Syracuse Industrial Development Agency was convened in public session on February 25, 2025 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 Chair and upon roll being called, the following members of the Agency were:

PRESENT: Kathleen Murphy, Steven Thompson, Rickey T. Brown, Kenneth Kinsey

EXCUSED: Dirk Sonneborn

THE FOLLOWING PERSONS WERE ALSO PRESENT: Staff Present: Eric Ennis, Susan Katzoff, Esq., Cole King, Lori McRobbie; Others Present: Chuck Wallace, Tylah Worrell, Brianca Hill, Luke Esposito, Chris LaBerge

The following resolution was offered by Rickey T. Brown and seconded by Kenneth Kinsey:

RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX ABATEMENT SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION THEREWITH

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

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, lease and sell real property and grant financial assistance in connection with one or more “projects” (as defined in the Act); and

WHEREAS, the Agency previously agreed, at the request of 101 North Salina St, LLC, a New York limited liability company (the “*Company*”), to undertake a project (the “*Phase 1 Project*”) consisting primarily of: (A)(i) the acquisition of an interest in approximately 4.14 acres

of real property improved by a two-story approximately 200,000 sq. ft. building (the "**Building**") located at 101-239 North Salina Street (tax map no. 104.-08-01.0) in the City of Syracuse, New York (the "**Land**"); (ii) the redevelopment and renovation of approximately 80,000 square feet in the vacant portion of the Building to contain: (1) approximately 23,000 sq.ft. on the first floor to house commercial office space; (2) approximately 35,000 sq.ft. on the second floor to house additional commercial space including 23,000 sq.ft. of LEED certified office space and approximately 12,000 sq.ft. for various business functions including a model lab utilizing light manufacturing equipment and 3-D printers; (3) the remaining approximately 11,000 sq.ft. to be used as additional commercial office space; and (4) site and building improvements, including but not limited to, updating some or all of the external façade; common areas, windows, mechanical and electrical systems, streetscape and sidewalks (collectively, the "**Phase 1 Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Phase 1 Equipment**" and together with the Land and the Facility, the "**Phase 1 Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real estate taxes, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (the "**Phase 1 Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, reconstruction, renovation, equipping and completion of the Project Facility; and (D) the lease of the Land and Phase 1 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 1 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 1 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, on or about December 17, 2021, the Company and the Agency entered into several lease transactional documents to effectuate the conference of the Phase 1 Financial Assistance on the Phase 1 Project, including but not limited to a company lease agreement, an agency lease agreement, a payment in lieu of taxes agreement, a bill of sale and an environmental compliance and indemnification agreement (collectively, the "**Original Lease Documents**"); and

WHEREAS, the Company, by application dated October 17, 2024 (the "**Application**"), requested the Agency undertake a project (the "**Phase 2 Project**" or the "**Project**") consisting of: (A)(i) the reconstruction/conversion of approximately 44,000 sq. ft. of vacant and previously undeveloped space in the Building located on the Land into approximately 72 apartment units consisting of approximately (66) one bedroom units and (6) two bedroom units, of which 10% of the units will be designated and reserved for tenants meeting the income and affordability requirements in accordance with the City of Syracuse's Zoning Ordinance and related regulations; interior infrastructure upgrades and the installation of various amenities, including but not limited to, a fitness center, bicycle storage, tenant storage, on-site parking and a community room (collectively, the "**Phase 2 Facility**"); and (iii) the acquisition and installation in and on the Land and Facility of furniture, fixtures and equipment (the "**Phase 2 Equipment**" and together with the Land and the Phase 2 Facility, the "**Phase 2 Project Facility**") in connection with the conversion and reconstruction; (B) the granting of certain financial assistance in the form of exemptions from real property tax, State and local sales and use tax and mortgage recording tax (in accordance with Section 874 of the General Municipal Law) (collectively, the "**Phase 2 Financial Assistance**"); (C) the appointment of the Company or its

designee as an agent of the Agency in connection with the acquisition, conversion/reconstruction, equipping and completion of the Phase 2 Project Facility; and (D) the lease of the Land and the Phase 2 Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Phase 2 Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Phase 2 Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the City of Syracuse (the "**City**"), with the support of the Agency, caused a City-wide housing study to be completed which identified the breadth and scope of the housing crisis, spanning both affordability and conditions, in the City. In recognition of the housing crisis, the Agency and the City continue to coordinate investments, as and when applicable, to leverage resources, as intentionally as possible, to maximize impact, and help to achieve our mutual goal of improving the overall housing market and conditions within the City; and

WHEREAS, under the Act, the Agency is tasked, in part, with improving the health, general prosperity and economic welfare of the people it serves and improves their recreation opportunities, prosperity and standard of living (collectively, "**Factors**"); and

WHEREAS, the Agency has identified housing as a basic need that improves these Factors; and

WHEREAS, on February 25, 2025, the Agency resolved to classify the Phase 2 Project as a Type I 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**") and determined that the action will not have a significant effect on the environment (the "**SEQRA Resolution**"); and

WHEREAS, on February 25, 2025, the Agency resolved to take official action toward the acquisition, reconstruction, renovation, equipping and completion of the Phase 2 Project (the "**Inducement Resolution**"); and

WHEREAS, as part of the Phase 1 Financial Assistance and the Original Lease Documents, the Agency and the Company entered into a payment in lieu of taxes agreement (the "**Original PILOT**"). The Original PILOT for the Phase 1 Project provided for the abatement schedule attached hereto as **Exhibit "A"**. As part of the Phase 2 Financial Assistance, the Company requested the Agency consider an amendment of the Original PILOT and abatement schedule to provide for additional tax abatements related to the Phase 2 Project improvements (the "**PILOT**"). The PILOT abatement schedule will conform with the Agency's Uniform Tax Exemption Policy ("**UTEP**") established pursuant to General Municipal Law Section 874(4) and is attached hereto at "**Schedule "B"**". Schedule B necessarily required an amendment of the Original PILOT and Exhibit A to back out the value associated in the Exhibit A abatement schedule attributable to the 44,000 sq. ft. of vacant and previously undeveloped space in the Building that now forms Phase 2. The amended abatement schedule for Phase 1 is attached hereto at **Schedule "A"**. Attached hereto at **Exhibit "B"** is the proposed new combined abatement schedule for both the Phase 1 Project and the Phase 2 Project. The abatement schedule for the Phase 1 Project has not changed

in duration. The duration of the Phase 2 Project abatement schedule is ten (10) years; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed PILOT, as part of the Financial Assistance: (i) will induce the Company to develop the Phase 2 Project Facility in the City of Syracuse; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Phase 2 Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Phase 2 Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Phase 2 Project will advance job opportunities in the State and promote the general prosperity and economic welfare of the inhabitants of the City of Syracuse in furtherance of the purposes of the Act.

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

(1) Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT schedule, the Agency hereby approves, and the (Vice) Chair and Executive Director, acting individually, are each authorized to execute and deliver an amended PILOT agreement, amending the Original PILOT agreement (the “**PILOT Agreement**”) providing for the balance of the abatement schedule for the Phase 1 Project and the new 10-year abatement schedule for the Phase 2 Project as set forth and attached as **Exhibit "B"** hereto, all in such form and substance as shall be substantially the same as approved by the Agency for other similar transactions and consistent with this Resolution and as approved by the Chair or Vice Chair of the Agency upon the advice of counsel to the Agency. The abatement schedule, in the sole discretion of the Chair or Vice Chair, shall start upon the conclusion of the construction period but in no event more than twenty-four months following the date of execution of the Lease Documents (as defined in the Inducement Resolution). In the event the start of the abatement schedule is adjusted to allow for construction, the schedule attached at Exhibit "B" shall be adjusted accordingly to provide for the construction period and adjust the payments in the abatement period to account for the annual 2% escalation in the tax rate resulting from the delayed start.

(2) The (Vice) Chair and/or Executive Director, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any and all such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein as the (Vice) Chair shall approve, and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution.

(3) No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual

capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

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

(5) This Resolution shall take effect immediately, but is subject to execution by the Company of the documents set forth in the Inducement Resolution, including but not limited to, the Lease Documents (as defined in the Inducement Resolution) and the PILOT Agreement and compliance with all other resolutions and other related documents adopted and/or approved by the Agency in conjunction with the Phase 2 Project and/or as set forth herein.

(6) Bousquet Holstein PLLC, as counsel to the Agency, is hereby authorized to work with the Company and others to prepare, for submission to the (Vice) Chair and/or Executive Director for execution and delivery, all documents necessary to effect the undertaking of the Phase 2 Project and the grant of Phase 2 Financial Assistance in connection with the Phase 2 Project.

(7) 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:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	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 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 February 25, 2025, with the original thereof on file on file in the office of the Agency, and that the same (including any and all exhibits) is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.


I FURTHER CERTIFY that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Agency on 4/15/2025 _____.

City of Syracuse Industrial Development Agency

DocuSigned by:



65E35E632BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"
ORIGINAL ABATEMENT SCHEDULE FOR THE PHASE 1 PROJECT

Total Annual Payment

<i>Year</i>	<i>Amount</i>
1	\$149,874.92
2	\$152,872.42
3	\$155,929.87
4	\$159,048.46
5	\$162,229.43
6	\$165,474.02
7	\$168,783.50
8	\$172,159.17
9	\$175,602.36
10	\$179,114.40
11	\$218,466.78
12	\$259,321.61
13	\$301,723.24
14	\$345,717.21
15	\$391,350.25
Total	\$3,157,667.64

SCHEDULE "A"
PROPOSED AMENDED ABATEMENT SCHEDULE FOR THE PHASE 1 PROJECT

<i>Year</i>	<i>Amount</i>
1	N/A
2	N/A
3	N/A
4	\$124,212.99
5	\$126,697.25
6	\$129,231.20
7	\$131,815.82
8	\$134,452.14
9	\$137,141.18
10	\$139,884.00
11	\$170,831.13
12	\$202,960.20
13	\$236,306.09
14	\$264,012.75
15	\$298,005.44
Total	\$2,554,227.40

SCHEDULE "B"
PROPOSED ABATEMENT SCHEDULE FOR THE PHASE 2 PROJECT

Year	Amount
1	\$35,180.06
2	\$35,883.66
3	\$36,601.34
4	\$37,333.36
5	\$38,080.03
6	\$38,841.63
7	\$39,618.46
8	\$111,860.99
9	\$186,977.37
10	\$265,053.67

EXHIBIT “B”

**PROPOSED COMBINED PILOT ABATEMENT SCHEDULE
TO THE PILOT AGREEMENT
FOR THE PHASE 1 PROJECT AND THE PHASE 2 PROJECT**

COMBINED Total Annual Payment			
	Schedule A	Schedule B	Total
<i>Year</i>	<i>Amount</i>	<i>Amount</i>	<i>Amount</i>
1	N/A	\$0	\$149,874.92
2	N/A	\$0	\$152,872.42
3	N/A	\$0	\$155,929.87
4	\$124,212.99	\$35,180.06	\$159,393.05
5	\$126,697.25	\$35,883.66	\$162,580.91
6	\$129,231.20	\$36,601.34	\$165,832.53
7	\$131,815.82	\$37,333.36	\$169,149.18
8	\$134,452.14	\$38,080.03	\$172,532.17
9	\$137,141.18	\$38,841.63	\$175,982.81
10	\$139,884.00	\$39,618.46	\$179,502.47
11	\$170,831.13	\$111,860.99	\$282,692.13
12	\$202,960.20	\$186,977.37	\$389,937.57
13	\$236,306.09	\$265,053.67	\$501,359.76
14	\$264,012.75	\$346,178.22*	\$610,190.97
15	\$298,005.44	\$353,101.79*	\$651,107.23
Total	\$2,554,227.40	\$1,524,710.58	\$4,078,937.98

*These years represent the equivalent of full taxes