
Syracuse Local Development Corporation

201 East Washington Street, 6th Floor

Syracuse, NY 13202

Tel (315) 473-3275

To: Board of Directors
Syracuse Local Development Corporation

From: Judith DeLaney

Date: June 12, 2020

Re: Board of Directors Meeting Agenda – June 16, 2020

The Syracuse Local Development Corporation will hold a Board of Directors Meeting on **Tuesday, June 16, 2020 at 8:00 a.m. via Webex. Members of the public may participate via Webex Meeting Link: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00> Meeting Access Code: 129 787 4538 Password: SLDC/SIDA or via telephone (408) 418-9388 Access Code: 129 787 4538.**

The Agenda for the meeting is as follows:

I. Call Meeting to Order –

II. Roll Call – 1

III. Proof of Notice – 2

IV. Minutes – 3

Approval of the minutes from the March 17, 2020 Board of Directors meeting.

V. New Business –

100 Madison Street Development (AXA Project Complex) – Judith DeLaney – 4

Approval of a resolution authorizing the extension of a contract with Laz Parking New York for a period of an additional six months retroactive from 6/30/20 through December 31, 2020 and further authorization of an MOU with the City of Syracuse relative to same. Terms and conditions remain the same.

Attachment:

- 1. Resolution.*
- 2. Memorandum of Understanding.*

VI. Adjournment –

Syracuse Local Development Corporation
201 East Washington St., 7th Floor
Syracuse, NY 13202
Tel (315) 473-3275

PLEASE POST

PLEASE POST

PLEASE POST

PUBLIC MEETING NOTICE

THE SYRACUSE LOCAL DEVELOPMENT CORPORATION

HAS SCHEDULED

A

BOARD OF DIRECTORS MEETING

ON

TUESDAY JUNE 16, 2020

At 8:00 a.m.

VIA Webex

Meeting Link:

<https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00>

Meeting Access Code: 129 787 4538

Password: SLDC/SIDA

VIA Phone

(408) 418-9388

Access Code: 129 787 4538

For More Information, Please Contact Judith DeLaney, Executive Director idelaney@syr.gov

Syracuse Local Development Corporation
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275
Minutes

Board of Directors Meeting
Tuesday March 17, 2020

Due to the declaration of a public health emergency and the social distancing requirements imposed at the Federal, State and local level, this meeting was held by telephone conference with live streaming available to the public.

Board Members Present: Kathleen Murphy, Steven Thompson, and each Kenneth Kinsey, Rickey T. Brown and Dirk Sonneborn via teleconference (in accordance with the Governor's Executive Order 202.1).

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

I. Call Meeting to Order

Ms. Murphy called the meeting to order at 8:05 a.m.

II. Roll Call

Ms. Murphy acknowledged all Board members were present.

III. Proof of Notice

Ms. Murphy acknowledged that notice of the meeting had been duly and timely provided.

IV. Minutes

Ms. Murphy asked for a motion approving the minutes from the January 21, 2020 Board of Directors meeting. Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED THE MINUTES FROM THE JANUARY 21, 2020 BOARD OF DIRECTORS MEETING.**

V. New Business

2019 Financial Statements

At a meeting of the Agency's Audit Committee (the "Committee"), held on March 10, 2020, Michael Lisson CPA, of the Agency's independent accounting firm Grossman St. Amour (the "Auditor"), presented for the Agency's review, the Agency's 2019 draft financial statements and audit which were prepared by Mr. Lisson. Mr. Vavonese, reported that following the presentation, the Committee approved a motion to recommend to the Board of Directors acceptance of the documents as the official financial statements and audit of the Agency.

Mr. Lisson was not present at the board meeting due to the current health crisis presented by COVID-19, but was available via telephone for any questions.

Mr. Vavonese commented that in the opinion of the Auditor, the financial statements fairly present the financial position of the Agency and the audit was clean and unmodified.

There being no discussion Ms. Murphy asked for a motion to accept the 2019 financial statements and audit. Mr. Thompson made the motion. Mr. Kinsey seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ACCEPT THE 2019 DRAFT FINANCIAL STATEMENTS AND AUDIT AS PRESENTED AS THE OFFICIAL STATEMENTS OF THE AGENCY.**

VI. Adjournment

There being no further business to discuss, Ms. Murphy asked for a motion to adjourn the meeting.

Mr. Kinsey made the motion. Mr. Brown seconded the motion. **ALL BOARD MEMBERS PRESENT UNANIMOUSLY APPROVED A MOTION TO ADJOURN THE MEETING 8:10 a.m.**

Syracuse Local Development Corporation
201 East Washington St, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

EXECUTIVE SUMMARY

Agenda Item: 4

Title: 100 Madison Street Redevelopment , LLC

Requested By: Judv DeLaney

OBJECTIVE: Approval of a resolution authorizing the extension of a contract with Laz Parking New York for a period of an additional six months retroactive from 6/30/20 through December 31, 2020 and further authorization of an MOU with the City of Syracuse relative to same. Terms and conditions remain the same.

DESCRIPTION:

Direct expenditure of fund: Yes No

Type of financial assistance requested

- PILOT
- Sales Tax Exemption
- Mortgage Recording Tax Exemption
- Tax Exempt Bonds
- Other

SUMMARY:

In December 2018, the Board of Directors approved a six month contract with LAZ Parking through 6/30/19 to manage parking services at the AXA garage as part of the Corporation's larger Project to undertake the redevelopment and repair of both the garage and plaza .The Directors approved additional extensions through June 30, 2020. As circumstances have continued to delay the timing of the Project the City of Syracuse is requesting the SLDC authorize a further extension through December 31, 2020.

ATTACHMENTS:

1. Resolution.
2. Memorandum of Understanding.

REVIEWED BY:

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

Meeting: June 16, 2020

Prepared By: J. A. DeLaney

RESOLUTION

As a result of the public health emergency created by COVID-19, the Federal, State and local bans on meetings or gatherings, and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020, as amended from time to time, the Syracuse Local Development Corporation (the "*SLDC*") held a meeting on the 16th day of June, 2020, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0b690432417d6afa7267d296ad2a1f00> (or by accessing the link on the Agency's website) and using meeting number 129 787 4538 and password SLDC-SIDA; or via telephone at (408) 418-9388 with access code: 129 787 4538, in conjunction with the matter set forth below.

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

PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1):

THE FOLLOWING PERSONS WERE ALSO PRESENT VIA TELE/VIDEOCONFERENCE (in accordance with the Governor's Executive Order 202.1):

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

RESOLUTION OF THE SYRACUSE LOCAL DEVELOPMENT CORPORATION TO AUTHORIZE A SIX MONTH EXTENSION OF AN EXISTING CONTRACT WITH LAZ PARKING NEW YORK THROUGH DECEMBER 31, 2020 TO MANAGE CERTAIN PROPERTY

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; and

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

WHEREAS, the SLDC previously authorized the board to work with the City to address certain management contracts it had 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

WHEREAS, by prior resolutions adopted by the board, commencing in 2018, the SLDC approved the execution and delivery of a contract, or extensions thereof, with LAZ Parking of New York ("*LAZ*") currently through June 30, 2020 in an amount not to exceed \$31,875.00 per month for management services at the AXA Garage (the "*Contract*"); and

WHEREAS, prior to the SLDC's involvement, LAZ had been managing the parking at the Garage for the City for years; and

WHEREAS, the Executive Director seeks authority to again extend the Contract with LAZ for six (6) months through December 31, 2020 on the same terms as the existing Contract (the "*Extension*"). A portion of the revenue from the Garage collected under the Contract will be used to pay LAZ under the LAZ Contract as well as any other fees, expenses and taxes owed in relation to the operation of the Garage (exclusive of ongoing repairs or insurance); and

WHEREAS, by resolution dated November 5, 2018, the SLDC adopted a resolution with respect to the environmental review undertaken pursuant to the State Environmental Quality Review Act ("*SEQRA*") with respect to a larger project involving the Garage including the execution of management contracts, and the SLDC's authorization of the Extension of the Contract does not require reconsideration or further review by the Agency under 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. In consequence of the foregoing, the SLDC hereby determines, subject to the terms of this Resolution as set forth hereinabove, to:

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

(b) approve the Extension of the Contract with LAZ to manage the Garage for a period of six months through December 31, 2020 on the same terms as currently exist under the Contract, subject to the execution and delivery of an agreement with the City relative thereto upon terms and conditions consistent with the parties' practices and this Resolution, substantially in the form attached hereto at Exhibit "A" (the "*Agreement*"); and

(c) authorizes the Executive Director to execute any and all documents necessary to effectuate the Extension including the Agreement, with changes in terms and form as shall be consistent with this Resolution and as the Chair or Vice Chair shall approve. The execution thereof by the (Vice) Chair or Executive Director shall constitute conclusive evidence of such approval.

Section 4. Bousquet Holstein PLLC, as counsel for the SLDC, is hereby authorized to work with counsel to the City and others to prepare all documents necessary to effect the actions authorized hereunder.

Section 5. No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the 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 6. The Secretary and Executive Director of the SLDC are hereby authorized and to distribute copies of this resolution.

Section 7. 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:

AYE

NAY

The foregoing Resolution was thereupon declared duly adopted.

EXHIBIT "A"
Form of Agreement

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

I, the undersigned, Rickey T. Brown, Secretary of the Syracuse Local Development Corporation, Syracuse, New York, **DO HEREBY CERTIFY**:

That I have compared the foregoing extract of the minutes of the meeting of the Syracuse Local Development Corporation including the resolution contained therein, held on June 16, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Syracuse Local Development Corporation and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY I FURTHER CERTIFY that all members of said Syracuse Local Development Corporation 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), as temporarily amended by Executive Order 202.1 issued on March 12, 2020, as amended from time to time ("**EO 202.1**"), such meeting was open to the general public and public notice of the time and how to participate in such meeting was duly given in accordance with such Section 104 and EO 202.1, 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 members of the Syracuse Local Development Corporation 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 seal of said Syracuse Local Development Corporation this ____ day of June, 2020.

Syracuse Local Development Corporation

Rickey T. Brown, Secretary

(S E A L)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “*MOU*”) is made and entered into as of the 1st day of June, 2020, by and among the **SYRACUSE LOCAL DEVELOPMENT CORPORATION**, a New York nonprofit corporation organized and existing under the laws of the State of New York with an office at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (the “*SLDC*”); and **THE CITY OF SYRACUSE, NEW YORK**, a body politic and corporate, having an office at City Hall, 233 East Washington Street, Syracuse, New York 13202 (the “*City*”) (each, a “*Party*” and collectively, the “*Parties*”).

RECITALS:

WHEREAS, the SLDC is authorized and empowered pursuant to the provisions of Sections 402 and 1411 of the Not-for-Profit Corporation Law of the State of New York (the “*State*”), as amended (hereinafter collectively called the “*N-PCL*”), and pursuant to its Certificate of Incorporation filed on March 15, 2010 (the “*Certificate*”) 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 is duly constituted and validly existing as a municipal corporation under, and is authorized and empowered by, the Constitution and the laws of the State and operates under a charter adopted in 1960 (the “*Charter*”); 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. The City and the Owner continue to operate on a month to month basis under this agreement; and

WHEREAS, it is within the SLDC’s authority and powers to lessen the burdens of government; and

WHEREAS, LAZ Parking of New York (“**LAZ**”) has been managing the Garage on behalf of the City for years; and

WHEREAS, pursuant to its December 27, 2018 resolution, the SLDC approved the execution of a contract for six (6) months with LAZ through June 30, 2019 in an amount not to exceed \$31,875.00 per month for management services at the Garage (the “**LAZ Contract**”) on behalf of the City; and

WHEREAS, pursuant to its June 27, 2019 resolution, the SLDC approved the execution of an extension of the contract for an additional six (6) months through December 31, 2019 with LAZ in an amount not to exceed \$31,875.00 per month for management services at the Garage on behalf of the City (the “**LAZ Fee**”); and

WHEREAS, pursuant to its January 21, 2020 resolution, the SLDC approved the execution of an extension of the contract for an additional six (6) months through June 30, 2020 with LAZ in an amount not to exceed \$31,875.00 per month for management services at the Garage on behalf of the City (the “**LAZ Fee**”); and

WHEREAS, the pursuant to its June 16, 2020 resolution, the SLDC approved the further extension of the contract for an additional six (6) months through December 31, 2020 with LAZ in an amount not to exceed \$31,875.00 per month for management services at the Garage on behalf of the City (the “**LAZ Fee**”), conditioned upon the execution and delivery of a memorandum of understanding between the City and SLDC; and

WHEREAS, the revenue from the Garage will be collected initially by LAZ and then remitted to the SLDC under the terms of the contract. The SLDC will remit in whole all monies collected to the City *less any amounts owed to* LAZ as and for the LAZ Fee; and

WHEREAS, the City acknowledges its ongoing obligation to remit to the State of New York any and all sales tax owed on the total revenue collected from the garage *regardless* of the fact that the monies received by the City from the SLDC are net of the LAZ Fee. The City represents and warrants that all sales tax owed to New York State for amounts collected to date from the Garage have been remitted in full; and

WHEREAS, the Parties are desirous of entering into this memorandum, which shall be deemed retroactively effective as of January 1, 2019 (the “*Effective Date*”), to confirm their understanding and obligations relative to the collection of amounts due under the LAZ Contract, the remittance of those funds by the SLDC to each LAZ and the City and the City's obligation to pay the LAZ Fee, regardless of whether amounts received from the Garage are sufficient to cover such, and the sales tax on the total amounts collected under the LAZ Contract regardless of whether the funds received by the City from the SLDC are net of the LAZ fee due under the LAZ Contract; and

WHEREAS, each Party has taken all steps necessary to obtain the requisite approvals for the respective Parties to execute, deliver and perform this MOU; and each Party has full legal power and authority to own its own property, conduct its business and execute, deliver, and perform its obligations under this MOU.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the City and the SLDC, each hereby agree as follows:

ARTICLE I RECITALS

Section 1.01 Incorporation of Recitals. The foregoing recitals are incorporated herein by reference, as if fully and completely set out, and are subject to the actual terms of this document.

ARTICLE II RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 2.01 Ownership and Operation of the Garage. The City is the fee owner of some or all of the Garage and/or is obligated to operate the Garage. The City requested and the SLDC agreed to undertake the daily operation of the Garage on behalf of the City to lessen the burdens of government.

Section 2.02 SLDC's Obligations. The SLDC has entered into a contract with LAZ to operate the Garage through the end of December 2020 at a per month cost. Pursuant to the terms of the LAZ Contract, LAZ collects both monthly rentals and daily fees from the Garage ("**Rental Payments**") and remits same to the SLDC monthly. The SLDC is obligated to maintain an accounting of all Rental Payments received from LAZ on a monthly basis and remit such accounting to the City quarterly on the first business day of each quarter, unless requested by the City in writing upon at least ten (10) days' notice. The SLDC is further obligated to remit the LAZ Fee to LAZ in accordance with the terms of the LAZ Contract and remit the balance of the Rental Payments directly to the City at the same time as the SLDC remits the LAZ Fee.

Section 2.03 City's Obligations. The City is obligated to collect and remit all sales tax associated with the use and rental of spaces within the Garage to New York State. The City has requested the SLDC to act as its agent for purposes of managing the Garage on a daily basis through December 2020, *exclusive of its obligation to remit sales tax as set forth herein*. The City further acknowledges and agrees that it is solely the City's responsibility to remit sales tax to the State of New York in an amount calculated based upon the aggregate Rental Payments; notwithstanding the fact that the City will receive less than the full Rental Payments to account for the LAZ Fee. The City further acknowledges and agrees that, in the event the Rental Payments are insufficient to cover the LAZ Fee, that it is solely the City's responsibility to remit to LAZ all funds necessary to cover the LAZ Fee in its entirety. The City shall have the right to request an accounting of the Rental Payments received and the LAZ Fees paid upon ten business days' written notice to the SLDC.

Section 2.04 No Liability. The SLDC shall assume no liability or obligations with respect to the LAZ Fee (other than as set forth herein) or the remittance of sales tax to the State of New York with respect to the Garage or the Rental Payments. In addition, aside from contracting with LAZ, the SLDC has not assumed any further or additional management or operational

obligations related to the Garage; including but not limited to ongoing maintenance. All such obligations remain with the City.

Section 2.05 General Cooperation. The City and the SLDC each agree to cooperate with the other, and to take whatever action may be necessary, to fully effectuate the purpose and intent of, and the transactions contemplated by this MOU.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.01 Events of Default. Each of the following shall constitute an event of default by a Party (each an “*Event of Default*”) for purposes of this MOU:

(a) The failure of a Party to perform or observe any covenant, obligation, requirement, warranty, condition or agreement contained in this MOU, and the continuation of such failure for thirty (30) days after written notice from the Party affected by such default, specifying the nature and extent of any such default, or if such default cannot reasonably be cured within such thirty (30) day period, the failure to commence to cure such default within such thirty (30) day period and to diligently continue to pursue such efforts to cure to completion, but in no event shall the default continue for a period in excess of sixty (60) days after the written notice of default; and/or

(b) Any representation or warranty given or furnished by a Party in this MOU proves to be false materially as of the date of the representation or warranty was given and remains materially false for more than thirty (30) days after written notice thereof from another Party, and which will have a material adverse on the transactions completed herein.

Section 3.02 Remedies. Upon the occurrence and during the continuance of an Event of Default described above, the non-defaulting Party may elect to (a) seek any other remedy as may be available at law or in equity, including an action for damages; or (b) terminate this MOU. All remedies under this MOU shall be cumulative and not restrictive of other remedies, other than as specifically set forth herein.

Section 3.03 Attorneys’ Fees and Costs of Collection. Each party is responsible for its own attorneys’ fees and costs related to this MOU or any Event of Default.

ARTICLE IV MISCELLANEOUS

Section 4.02 Governing Law. This MOU, the construction thereof, and the rights and obligations of the Parties shall be governed in all respects by the laws of the State of New York.

Section 4.03 Severability. Each and every provision hereof, including Articles, Sections, and Subsections shall be separate, several and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

Section 4.04 Section Headings and Captions. The section headings and captions in this MOU are for convenience of reference only and shall not affect the construction of the terms and provisions hereof.

Section 4.05 Notices. Whenever a notice is required or permitted to be given to a Party, such notice shall be in writing addressed to the other Parties at the addresses provided below or such other address as the Parties may designate by notice from time to time, and deemed to have been made when hand delivered; or four (4) business days after being deposited with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or the first business day immediately following deposit with a national overnight courier:

If to SLDC: Syracuse Local Development Corp.
 City Hall Commons, 6th Floor
 201 East Washington Street
 Syracuse, New York 13202
 Attn: Executive Director

With a copy to: Bousquet Holstein PLLC
 110 West Fayette Street, Suite 1000
 Syracuse, New York 13202-1190
 Attention: Susan Katzoff, Esq.

If to City: City of Syracuse
 City Hall
 233East Washington Street
 Syracuse, NY 13202
 Attention: Corporation Counsel

Section 4.06 Entirety of Agreement. This MOU constitutes the entire understanding and agreement among and between the Parties with respect to the matters set forth herein. This MOU may not be modified, amended, or revoked, except in writing, executed by the Parties.

Section 4.07 Successors and Assigns. The covenants, terms, and conditions contained in this MOU shall inure to the benefit and become the burden of the successors and permitted assigns of the Parties.

Section 4.08 No Third Party Beneficiaries; No Partnership or Joint Venture Created. Except as may otherwise be specifically provided in this MOU, each Party agrees that nothing contained in this MOU shall be deemed or construed by any other Party, or by any third party, as creating any relationship of third party beneficiary, principal and agent, general partnership or joint venture, or any other association or relationship among the Parties. The terms and provisions of this MOU are solely for the benefit of the Parties, their successors and permitted assigns, and shall not benefit in any manner any person not a party to this MOU.

Section 4.09 Binding Effect. Each Party covenants and warrants that (i) the person executing this MOU on behalf of the Party is duly authorized by the Party to sign and execute this MOU on its behalf, (ii) this MOU is a valid and binding obligation of the Party and enforceable in

accordance with its terms, and (iii) it is the intention of the Party that this MOU shall be binding and legally enforceable in accordance with its terms.

Section 4.10 Assignment. This MOU may not be assigned by any Party without the express written consent of the other Parties to this MOU.

Section 4.11 Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may execute and deliver this MOU via email transmission (as a portable document format [pdf] file), and a Party's electronic signature shall be deemed binding upon said Party.

Section 4.12 Further Assurances. Each Party shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as the other Parties may reasonably request to fully effectuate the purposes of this MOU.

[THE BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE MEMORANDUM OF UNDERSTANDING]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

**SYRACUSE LOCAL DEVELOPMENT
CORPORATION**

By: _____
Judith Delaney, Executive Director

CITY OF SYRACUSE

By: _____
Benjamin Walsh, Mayor