



The State University of New York

SUNY START-UP NY "AMENDED" Campus Plan for Designation of Tax-Free Area(s) Memorandum (CPM)

To: Nancy Zimpher, SUNY Chancellor
From: Pamela Caraccioli, Deputy to the President for External Partnerships and Economic Development SUNY Oswego
Re: SUNY Oswego Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan")
Date: May 16, 2016

For campus Office of the President: The arrangement documented in the attached "Amended" Campus Plan is aligned to the academic mission of SUNY Oswego and in accordance with all SUNY policies, procedures, and guidelines.

Deborah F. Stanley, President SUNY Oswego

FOR SUNY SYSTEM ADMINISTRATION USE ONLY

For SUNY's START-UP NY Proposal Review Team Co-Chair: It is recommended by the SUNY START-UP NY Proposal Review Team that the Chancellor [approved/selected] the attached "Amended" Campus Plan:

Jeffrey A. Boyce Proposal Review Team Co-Chair

5-18-16 Date

Jeffrey A. Boyce Print Name

For SUNY Office of the Chancellor: The attached "Amended" Campus Plan is hereby [approved/selected] for campus submission to the NYS Commissioner of Economic Development.

Eileen McLoughlin Signature of the Chancellor or designee

5/23/16 Date

Eileen McLoughlin Print Name



The State University  
of New York

To: Mr. Howard Zernsky, President & CEO, Empire State Development  
and Commissioner of the New York State Department of Economic Development  
From: President Deborah F. Stanley, SUNY Oswego  
Re: SUNY Oswego's AMENDED Campus Plan for Designation of Tax-Free Area(s)  
Date: May 16, 2016

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I, President Deborah F. Stanley of SUNY Oswego hereby certifies the following:

- a.) we have provided a copy of the enclosed "Amended" Campus Plan for Designation of Tax-Free NY Area, to the municipalities in which the proposed Tax-Free NY Area(s) are located, local economic development entities, the applicable faculty senate, union representatives, and student government at least 30 days prior to submitting the plan to you and attached evidence of submission herewith; and
- b.) we comply with Public Officers Law Section 74; the START-UP NY Program Participation Policy; the State University of New York's Policy on Conflict of Interest; and the Office of Research and Sponsored Programs at SUNY Oswego Conflict of Interest Policy attached herewith; and
- c.) we comply with the Commissioner's rules and guidelines on anticompetitive behavior (NY EDL, art. 21, sect. 440); and
- d.) we are aware of the non-governmental use limitations associated with state issued tax exempt bonds and if our proposed Tax-Free NY Area was financed with tax exempt bonds, we will: 1.) make potential businesses aware of these limitations when marketing property; and 2.) take appropriate steps to ensure that non-governmental use of property funded with tax-exempt bonds will not jeopardize the tax exempt status of state issued bonds; and
- e.) we consulted with the designated economic development agencies in which such land or space is located prior to including such space or land in the proposed Tax-Free NY Area and we have given preference to underutilized properties, and have consulted with the respective municipalities as part of the (30) day notice requirement; and
- f.) we have not relocated or eliminated any academic programs, any administrative programs, offices, housing facilities, dining facilities, athletic facilities, or any other facility, space or program that actively serves students, faculty or staff in order to create vacant land or space to be designated as a Tax-Free NY Area; and
- g.) the information contained in the enclosed application is accurate and complete.

BY:

  
Deborah F. Stanley, President  
SUNY Oswego

DATED: May 16, 2016

**Attachments/Enclosures:**

- 1.) **Start-Up NY "Amended" Campus Plan for Designation of Tax-Free Areas (with all maps, aerial photos and floor plans of space clearly identified);**
- 2.) **Public Officers Law Policy;**
- 3.) **START-UP NY Program Participation Policy;**
- 4.) **SUNY Conflict of Interest Policy;**
- 5.) **SUNY Oswego Research Foundation Conflict of Interest Policy;**
- 6.) **Evidence of submission of Tax-Free Area Plan to interested parties; and**
- 7.) **Start-Up NY Memorandum of Understanding between CenterState Corporation for Economic Opportunity and SUNY Oswego (120 Madison Street, Syracuse).**
- 8.) **Start-Up NY Affiliation Agreement (MOU) between the County of Oswego Industrial Development Agency and SUNY Oswego (120 St. Paul Street, Oswego).**
- 9.) **Start-Up NY Affiliation Agreement (MOU) between the County of Oswego Industrial Development Agency and SUNY Oswego (15 County Route 59, Phoenix).**



**START-UP NY "AMENDED" CAMPUS PLAN FOR DESIGNATION OF TAX-FREE AREA(S)**

Campus Name: SUNY Oswego  
Campus Contact Name: Pamela Caraccioli  
Campus Contact Title: Deputy to the President for External Partnerships and Economic Development  
Campus Contact E-mail: Pamela.Caraccioli@oswego.edu  
Campus Contact Phone: 315-312-2212

**THE TAX-FREE NY AREA PLAN SHALL BE DEVELOPED BY THE CAMPUS TEAM AND PROVIDE THE FOLLOWING REQUIRED INFORMATION:**

- 1) Specification or identification of space or land proposed for designation as a Tax-Free NY Area identifying the following:
  - i. Provide the name and address of the SUNY, CUNY or community college seeking approval as a Sponsor, the address of the space or land proposed for designation as a Tax-Free NY Area, and a written description of the physical characteristics of the area for designation.

Name: SUNY Oswego
Campus Address: 7060 State Route 104, Oswego, New York 13126
Address(es) of Proposed Tax-Free NY Area(s) : A. 7060 State Route 104, Oswego, New York 13126 B. 7060 State Route 104, Oswego, New York 13126 C. 120 Madison Street, Syracuse, New York 13202 D. 120 St. Paul Street, Oswego, New York 13126 E. 15 County Route 59, Phoenix, New York 13135
Description of Physical Characteristics of Proposed Tax-Free NY Area(s): A. 5.8 acres on Route 104 West (Romney Parking) on SUNY Oswego's main campus; A flat parcel with direct road frontage onto NYS 104 West. It has direct access to both public streets and public transportation. The parcel has electric, water, and sewer, and is construction-ready. B. 3.3 acres on Rudolph Road (Tennis Courts) on SUNY Oswego's main campus; A flat parcel bounded on the north and east by public streets, and has direct views of Lake Ontario. The parcel has electric, water and sewer, and can be linked to the College's central heating plant for high temp hot water if needed. This site is construction-ready. C. 9,500 sf office/tech space in the Syracuse Technology Garden in downtown Syracuse, also a NYS Innovation Hot Spot. (On campus per MOU.) D. 18,000 sf of vacant manufacturing space controlled by the County of Oswego Industrial Development Agency. (On campus per Affiliation Agreement.) E. 7,800 sf of an entire, one-story, vacant manufacturing building controlled by the County of Oswego Industrial Development Agency. (On campus per Affiliation Agreement.)

- ii. Complete the Excel spreadsheet template provided with this document, noting the instructions on page 2. Include the official SUNY Physical Space Inventory (PSI) building number and a clear description of the spaces in the building or floor (when the entire floor is under consideration), or floor/wing (with outer rooms defining the space specifically listed). Include only properties sought to be designated now and exclude potential sites that may be considered in the future (see 2a below). Attach the completed spreadsheet to this plan.
- iii. Provide also a representation of each proposed site drawn in AutoCAD on a scaled campus map with boundaries drawn clearly. Two versions should be created; one including an imbedded layer from Google Earth or other aerial photograph of the property. The second version should exclude the photographic imagery. Each parcel under consideration must have a unique alpha numeric identifier, clearly labeled on each plan which ties to identifiers in the Excel spreadsheet. If digital files containing Polygon shapefile that delineates area for designation are available, provide these as well. Attach these materials to this plan.
- iv. Provide a campus map with each building proposed to be designated as tax free space shaded. The building(s) should identified with the official building number as listed in the SUNY Physical Space Inventory (PSI) along with the building name. The excel spreadsheet should include the official building number and a clear description of the spaces in the building (using official PSI room numbers), or floor (when the entire floor is under consideration), or floor/wing (with outer rooms defining the space specifically listed). Each building must also include floor plans of all areas under consideration with the specific spaces clearly identified by official PSI room and shaded. All building information is also to be included in the excel spreadsheet. Provide digital files containing Point shapefiles that provide locations of area for designation (if available).

2) The total sf of the space or acreage of land proposed for designation as a Tax-Free NY Area  
 35,300 sf office/tech/manufacturing space, and 9.1 acres of land

2a) if applicable: You may include here a description of any potential space or acreage of land that you may seek to designate as a Tax-Free NY Area under the START-UP NY Program in the future. This may include campus property that may become vacant, or other properties in your community that are not currently part of your campus but may be desirable for a company partner and with which you may consider an affiliation if an appropriate partner is identified. Do not include these properties in the Excel spreadsheet.

- 30,000 sf office/tech space at Mackin Hall in the City of Oswego (SUNY)
- 60,000 sf manufacturing building in the City of Oswego (COIDA/OOC)
- 42,000 sf office/tech building in the City of Oswego (Port Authority)
- 14 acres at the Oswego Intermodal Center in the City of Oswego (Port Authority)
- 22 acres/180,000 sf at the Port Expansion Center in the City of Oswego (Port Authority)
- 50 acres at the Lake Ontario Industrial Park in the City of Oswego (COIDA/OOC)
- 160 acres at the Oswego County Industrial Park in the Town of Schroepel (COIDA/OOC)

2b) *If applicable*: The total square footage of the space or acreage of land that you may propose to designate as a Tax-Free Area as identified in 2a, if known.

312,000 sf of space and 246 acres of land

3) Provide a description of the type of business or businesses that may locate on the area to be designated.

Consistent with the Central New York Regional Economic Development Council, SUNY Oswego plans to target critical industry concentrations that are both key to strengthening our regional economy, and those that will capitalize on demand for students who graduate from innovative interdisciplinary programs that cross traditional boundaries. Such targeted industries include:

- Advanced manufacturing
- Prototyping and new industrial platform technologies
- Robotics and high-precision technologies
- Information technologies
- Automation control systems
- Sustainable and green processes
- Energy-related manufacturing
- Electronics and computer software technologies
- Telecommunications
- Telemedicine-related technologies

4) Provide a description of the academic mission of the Sponsor and how the anticipated businesses will align or further the academic mission of the university or college.

SUNY Oswego's mission is to contribute to the common good by lighting the path to wisdom and empowering women and men to pursue meaningful lives as productive, responsible citizens.

SUNY Oswego demonstrates its mission by offering more than 110 programs of study, including graduate programs that range across a number of disciplines including business, education, art, chemistry and psychology.

Anticipated businesses will align or further our academic mission by partnering in our efforts to advance research and innovation, and educating and training our students and graduates in an effort to foster business creation and expansion around our university and region. Specific areas of alignment could include:

- Industry collaborative research
- Technology transfer research
- Research publications and patents
- Fellowships
- Cooperatives
- Internships

The selected participating businesses will have a clear alignment with at least one of our seven Core Academic Competencies:

- 1) Computational Sciences and Technological Innovation
- 2) Accounting, Finance, and Marketing
- 3) Communications and Culture
- 4) International Education Experiences and Global Issues
- 5) Aging and Health
- 6) Natural and Built Environment
- 7) Creative Capital

- 5) Provide a description of how participation by those types of businesses in the Program would generate positive community and economic benefits, including but not limited to:
- Increased employment opportunities;
  - Increased opportunities for internships, vocational training and experiential learning for undergraduate and graduate study;
  - Diversification of the local economy;
  - Environmental sustainability;
  - Increased entrepreneurship opportunities;
  - Positive, non-competitive and/or synergistic links to existing businesses;
  - Effect on the local economy; and
  - Opportunities as a magnet for economic and social growth.

SUNY Oswego, as an anchor institution in the region, enhances and promotes sustainable economic vitality through job creation and training, economic growth and community development. The campus community is committed to grow opportunity across the region by providing quality education and experience inside and outside the classroom.

Oswego County is designated an American Recovery and Reinvestment Act (ARRA) Economically Distressed Area, as well as a Labor Surplus Area by the Small Business Administration. Such designations have resulted from chronic high levels of unemployment (recently levels in excess of 10%) and consistently one of the top 3-4 highest unemployment rates in New York State. There have been major industry losses in Oswego County over the last 20 years which have contributed to the chronically high unemployment rates.

Oswego County also suffers from large swings in unemployment throughout the year due to a high amount of seasonal employment in the tourism and constructions industries. The unemployment rate can be up to 5% higher during winter and spring months than in the summer and fall, whereas the State and National averages only see a difference of 2% between peak and low monthly unemployment rates.

Locally we are proactively seeking to draw businesses that match our community and campus competitive advantages, require our unique assets and infrastructure, and that will be successful and sustainable for our job market. The Start-Up NY initiative leverages both human and capital assets of the SUNY Oswego campus and supports its core mission and goals to engage new partnerships that will contribute to the educational, economic and social progress of the community, region and state. Such partnerships will expand higher-impact, hands-on educational experiences for students that include collaborative assignments, service-learning opportunities, and embedded course projects that are correlated to deeper learning.

Together with business, industry and community partners these educational innovations will result in real-world problem solving experiences that enhance the success and employability of students entering the workplace. Both scholarship and research output will be gained and the Central New York region will continue to attract more higher-tech, higher-wage industry. As a result, more support industries such as electronics, communications, business services, educational services, and engineering and management services, will also be created.

- 6) Provide a description of the process the Sponsor will follow to select participating businesses.

**BUSINESS DEVELOPMENT PROCESS:**

In addition to working with business and industry that comes to us through the Start-Up New York program, SUNY System, Empire State Development, and by partnering with our local economic development agencies, we will actively market our campus's human and capital assets by:

- identifying and targeting specific business sectors,
- auditing incubator graduates and other second-stage NYS business and industry,
- auditing incubator graduates outside New York State and the United States,
- auditing second-stage as well as high-growth business and industry outside New York State and the United States.

#### **BUSINESS SELECTION PROCESS:**

1. The Office of the President, specifically the Deputy to the President for External Partnerships and Economic Development (Deputy) will accept formal applications from interested businesses who will consider:
  - a. whether the business applicant has fully completed the application materials;
  - b. whether the business applicant meets eligibility requirements of the program.
  
2. After initial discussion with the President, the Deputy will begin consultation with campus constituents (faculty/staff) who will consider:
  - a. whether the applicant's alignment is consistent with the mission of SUNY Oswego;
  - b. whether the applicant demonstrates a willingness to work with SUNY Oswego to establish meaningful linkages sufficient to warrant the Start-Up NY designation and sponsorship;
  - c. whether mutually acceptable contractual terms can be reached.
  
3. Once application materials are complete and a collaboration identified, the Deputy will bring the application materials to the following committees for review and feedback:
  - a. Economic Development Advisory Council (EDAC) - comprised of at least one representative each from the student body, University Development, Finance and Administration, Faculty Assembly, the College of Liberal Arts and Sciences, School of Communication, Media and the Arts, School of Business, School of Education, Student Affairs, and Public Affairs.
  - b. Campus Concepts Committee (CCC) - comprised of Faculty Assembly (co-chair), administration, classified staff, professional staff, Director of Physical Plant, SUNY Oswego Foundation, Residence Life and Campus Life.
  - c. Student Economic Development Advisory Council (SEDAC) - comprised of Student Association President and one student representative from the College of Liberal Arts and Sciences, School of Communication, Media and the Arts, School of Business, and School of Education.
  
4. The President will review all application materials and committee feedback and provide a final decision on approval for submission to Empire State Development.

# PUBLIC OFFICERS LAW

## § 74. Code of ethics.

1. **Definition.** As used in this section: The term "state agency" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the finance law or their successors.

The term "legislative employee" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. **Rule with respect to conflicts of interest.** No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

### 3. Standards.

a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.

b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he by reason of his official position or authority.

c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.

d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.

e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.

f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

- g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.
  - h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
  - i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services of any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.
4. **Violations.** In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

 <p>Category: Academic Affairs Community Colleges Legal and Compliance Research</p> <p>Responsible Office: <a href="#">Academic Affairs</a></p>	<p><b>Policy Title:</b> START-UP NY Program Participation Policy</p> <p>Document Number: 6800</p> <p>Effective Date: February 10, 2014</p> <p>This policy item applies to: Community Colleges State-Operated Campuses</p>
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**Summary**

START-UP NY is a state economic development program that positions SUNY campuses as magnets for entrepreneurs and businesses from around the globe. START-UP NY aligns with SUNY's mission of teaching, research and public service; enabling engagement with industry, knowledge acceleration, translation of research into practical applications, and delivering the 21<sup>st</sup> century workforce businesses need to grow and thrive. START-UP NY will transform university communities to deliver unprecedented economic benefits to New York. To participate in the program, all campuses must comply with this policy and any applicable rules and regulations issued by the NYS Commissioner of Economic Development.

This policy governs the review process that all participating campuses must follow to secure SUNY's approval of the plans, applications, and other documents required by the NYS Commissioner of Economic Development to participate in the START-UP NY program. It also prescribes special requirements for the disclosure and management of actual or potential conflicts of interest in matters pertaining to the campus' START-UP NY program. Any conflict between this policy and any other applicable Conflict of Interest policy shall be resolved in favor of disclosure of any potential, actual, or perceived conflict of interest relating to the campus' START-UP NY program to the President or Chief Executive Officer of the sponsoring campus.

**Policy**

- A. **Campus Plans for Designation of Tax-Free Area(s):** Any campus intending to submit a Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Campus Plans within fifteen (15) business days of receipt. Any rejected Campus Plan shall be accompanied by an explanation of the basis for rejection. Once approved by the Chancellor or designee a campus may submit its Campus Plan to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Campus Plan that is rejected can be resubmitted for Chancellor

or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Campus Plans must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.

- B. Sponsoring University or College Applications for Business Participation:** Any campus intending to submit a Sponsoring University or College Application for Business Participation ("Sponsor Application") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Sponsor Applications within thirty (30) business days of receipt. Any rejected Sponsor Application shall be accompanied by an explanation of the basis for rejection. Once approved the campus may submit the Sponsor Application to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Sponsor Application that is rejected can be resubmitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Sponsor Applications must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.
- C. Delegations:** The Chancellor or designee may charge a group of individuals, collectively called the SUNY START-UP NY Proposal Review Team, to evaluate all submitted Campus Plans and Sponsor Applications prior to accepting or rejecting them.
- D. Conflicts of Interest:** Service as an Official shall not be used as a means for private benefit or inurement for any Official, a Relative thereof, or any entity in which the Official or Relative thereof has a Business Interest. A conflict of interest exists whenever an Official has a Business Interest or other interest or activity outside of the university that has the possibility, whether potential, actual, or perceived, of (a) compromising the Official's judgment, (b) influencing the Official's decision or behavior with respect to the START-UP NY Program, or (c) resulting in personal or a Relative's gain or advancement. Any Official who is an owner or employee of an entity that is the subject of any matter pertaining to the university's START-UP NY Program, or who has a Business Interest in any entity that is the subject of any matter pertaining to the university's START-UP NY Program, or whose Relative has such a Business Interest, shall not vote on or otherwise participate in the administration by the university of any START-UP NY matter involving such entity. Any Official or other campus representative who becomes aware of a potential, actual or apparent conflict of interest, either their own or that of another Official, related to a sponsoring university or college's START-UP NY program must disclose that interest to the President or Chief Executive Officer of the sponsoring college or university. Each such President or Chief Executive Officer shall maintain a written record of all disclosures of actual or potential conflicts of interest made pursuant to this policy, and shall report such disclosures on a calendar year basis, by January 31<sup>st</sup> of each year, to the University Auditor or to the Chancellor's designee, in which case the University Auditor shall be copied on the correspondence to such designee. SUNY shall then forward such reports to the Commissioner of Economic Development for the State of New York, who shall make public such reports.
- E. Exceptions:** There are no exceptions to this policy.

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## Definitions

**Business Interest** means that an individual (1) owns or controls 10% or more of the stock of an entity (or 1% in the case of an entity the stock of which is regularly traded on an established securities exchange); or (2) serves as an officer, director or partner of an entity.

**Official** means an employee at the level of dean and above as well as any other person with decision-making authority over a campus' START-UP NY Program, including any member of any panel or committee that recommends businesses for acceptance into the START-UP NY program.

**Relative** means any person living in the same household as another individual and any person who is a direct descendant of that individual's grandparents or the spouse of such descendant.

**Sponsoring College or University** means any entity defined or described in NYS Education Law Sec. 352 and Article 126.

**START-UP NY Program** means the SUNY Tax-free Areas to Revitalize and Transform Upstate New York Program established by Article 21 of the Economic Development Law.

**Tax-Free NY Area** means vacant land or space designated by the Commissioner of Economic Development Article

21 of the Economic Development Law that is eligible to receive benefits under the START-UP NY program.

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### Other Related Information

[Start-Up NY Regulations](#); available at the [Start-Up NY Website](#)

At least thirty days before submitting the Campus Plan to the Commissioner of Economic Development the campus must provide a copy of the Plan to the chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable university or college faculty senate, union representatives and the campus student government. The campus shall include in their submission to the Commissioner of Economic Development certification of such notification, as well as a copy of any written response from chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable campus or college faculty senate, union representatives and the campus student government.

[StartUp-NY.gov](#) website and program information.

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### Procedures

[START-UP NY Program Participation Procedures for](#)

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### Forms

[SUNY START-UP NY Campus Plan for Designation of Tax-Free Area\(s\) Memorandum](#)

[SUNY START-UP NY Campus Plan for Designation of Tax-Free Area\(s\) Template](#)

[START-UP NY Sponsoring University or College Application for Business Participation Memorandum](#)

[ESD START-UP NY Sponsoring University or College Application for Business Participation](#)

[ESD START-UP NY Business Application Instructions](#)

[ESD START-UP Business Application](#)

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### Authority

[State University of New York Board of Trustees Resolution 14-\( \) - START-UP New York Program Administration, adopted January 14, 2014](#)

[Law, New York Economic Development Law Article 21 \(Start-Up NY Program\)](#)

[Start-Up NY Regulations](#)

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### History

Enacted into law in June 2013, START-UP NY is a groundbreaking new initiative from Governor Andrew M. Cuomo that provides major incentives for businesses to relocate, start up or significantly expand in New York State through affiliations with public and private universities, colleges and community colleges. Businesses will have the opportunity to operate state and local tax-free on or near academic campuses, and their employees will pay no state or local personal income taxes.

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**Appendices**

There are no appendices relevant to this policy.

 <p>Category: HR / Labor Relations Legal and Compliance</p> <p>Responsible Office: <a href="#">University Counsel</a></p>	<p>Policy Title: Conflict of Interest Document Number: 6001</p> <p>Effective Date: October 01, 1995</p> <p>This policy item applies to: State-Operated Campuses</p>
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**Summary**

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests and are required to avoid conflicts of interest. Where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by University policy. This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

**Policy**

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests. In keeping with this obligation, they are also required to avoid conflicts of interest.

In instances where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by this University policy. It is the responsibility of campus officials charged with implementing this policy to identify potential or actual conflicts of interest and take appropriate steps to manage, reduce, or eliminate them.

This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

1. University faculty and staff may not engage in other employment which interferes with the performance of their professional obligation.

2. University faculty and staff are expected to comply with the New York State Public Officers Law provisions on conflict of interest and ethical conduct.
3. University faculty and staff, to the extent required by law or regulation, shall disclose at minimum whether they (and their spouses and dependent children) have employment or financial interests or hold significant offices, in external organizations that may affect, or appear to affect, the discharge of professional obligations to the University.
4. University campuses shall ensure that all faculty and staff subject to pertinent laws and regulations disclose financial interests in accordance with procedures to be established by the Chancellor or designee. Campuses shall retain the reported information as required, identify actual or apparent conflicts of interest and seek resolution of such conflicts.
5. Each campus president shall submit to the chancellor's designee the name and title of the person or persons designated as financial disclosure designee(s) and shall further notify the chancellor's designee when a change in that assignment occurs. The chancellor's designee shall also be notified of any reports regarding conflict of interest that are forwarded to state or federal agencies.

#### **Definitions**

**Conflict of interest** — any interest, financial or otherwise, direct or indirect; participation in any business, transaction or professional activity; or incurring of any obligation of any nature, which is or appears to be in substantial conflict with the proper discharge of an employee's duties in the public interest. A conflict of interest is also any financial interest that will, or may be reasonably expected to, bias the design, conduct or reporting of sponsored research.

#### **Other Related Information**

[Outside Activities of University Policy Makers](#)

[Ethics in State Government - A Guide for New York State Employees](#)

[National Science Foundation, Grant Policy Manual](#)

#### **Procedures**

There are no procedures relevant to this policy.

#### **Forms**

There are no forms relevant to this policy.

#### **Authority**

[42 CFR 50, Subpart F](#)

The following link to FindLaw's [New York State Laws](#) is provided for users' convenience; it is not the official site for the State of New York laws.

[NYS Public Officers Law, Section 73-a, and 73 and 74](#)

In case of questions, readers are advised to refer to the New York State Legislature site for the menu of [New York State Consolidated](#).

[Board of Trustees Policies - Appointment of Employees \(8 NYCRR Part 335\)](#)

State University of New York Board of Trustees Resolution adopted June 27, 1995

**History**

Memorandum to presidents from the office of the University provost, dated June 30, 1995 regarding revision to University conflict of interest policy to bring it in conformity with federal guidelines issued by the National Science Foundation and the Public Health Service.

**Appendices**

There are no appendices relevant to this policy.



Office of Research and Sponsored Programs  
at SUNY Oswego

Research Foundation Conflict of Interest Policy

**Applicability and Definitions**

As used in this policy, the term "Research Foundation" or "Foundation" shall mean The Research Foundation of State University of New York.

The terms "officer" and "employee" shall include any person employed by, representing or acting on behalf of the Research Foundation, or who is in a significant decision-making capacity (including Project Director(s) and Co-Project Director(s)) with respect to the professional, technical, or scientific aspects of a program or project conducted or administered through the Foundation.

**Policy**

No officers or employees of the Research Foundation should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature that is in substantial conflict with the proper discharge of their duties in the best interests of the Research Foundation.

No officers or employees of the Research Foundation should have any financial interest that will, or may be reasonably expected to, bias the design, conduct, or reporting of sponsored programs.

**Standards**

1. No officers or employees of the Research Foundation shall accept other employment that will impair their independence of judgment in the exercise of their duties and responsibilities.
2. No officers or employees of the Research Foundation shall accept employment or engage in any business or professional activity that will require them to disclose information confidential to the Research Foundation that they have gained by reason of their position or authority.
3. No officers or employees of the Research Foundation shall disclose information confidential to the Research Foundation acquired by them in the course of their duties except as required by law nor shall they use such information to further their personal interests, unless such information has previously been made public.
4. No officers or employees of the Research Foundation shall use or attempt to use their position to secure undue privileges or exemptions for themselves or others.
5. No officers or employees of the Research Foundation shall engage in any transaction as a representative or agent of the Research Foundation with any business entity in which they, their spouse or any dependent, or any business partners have a direct or

indirect financial interest that might conflict with the proper discharge of their duties or responsibilities.

6. No officers or employees of the Research Foundation, or corporation, firm, or association of which they, their spouse or any dependent, or any business partner is a member, shall sell, contract for, or provide goods or services to the Research Foundation in connection with a program or project administered through the Foundation in a manner that is inconsistent with the Foundation's established procurement policy.
7. Officers and employees of the Research Foundation shall not by their conduct give reasonable basis for the impression that any person can improperly influence them or unduly enjoy their favor in performance of their duties, or that they are affected by the kinship, rank, position or influence of any party or person.
8. Officers and employees of the Research Foundation shall abstain from holding personal investments in enterprises that they have reason to believe may be directly involved in decisions to be made by them or that will otherwise create conflict between their duties in the best interests of the Research Foundation and their private interests.

#### **Disclosure Statement**

The Disclosure Statement that is made a part of this conflict of interest policy as Exhibit A must be completed by principal investigators and co-principal investigators.

Disclosure statements must be filed in accordance with campus policy at the time of application and updated either annually or as new reportable significant financial interests are obtained.

#### **Real, Apparent, or Potential Conflicts**

All real, apparent, or potential conflicts of interest as defined under the standards must be disclosed for review and determination as to whether a violation of this policy exists.

In the event of a real, apparent, or potential conflict, the campus operations manager, or designee, shall immediately advise the campus president and the Research Foundation Central Office of General Counsel and Secretary of the substance of the disclosure. The campus shall be the office of record for all final determinations. The campus operations manager shall assure that Research Foundation policies and procedures for maintaining records of such determinations are in place. Copies of final determinations shall be forwarded to the campus president.

Where a conflict of interest as defined by Research Foundation policy is discovered, appropriate steps must be taken to manage, reduce, or eliminate such conflict of interest. These steps can include:

1. public disclosure of significant financial interests
2. monitoring of research by independent reviewers
3. modification of research plan
4. disqualification for participation in the portion of the sponsored research that would be affected by significant financial interests

5. divestiture of significant financial interests
6. severance of relationships that create actual or potential conflicts

The reviewer may allow the research to go forward without imposing such conditions or restrictions if the reviewer determines that imposing conditions or restrictions would be either ineffective or inequitable, and that the potential negative impacts that may arise from significant financial interests are outweighed by interests of scientific progress, technology transfer, or the public health and welfare.

In instances where disciplinary action is contemplated as a result of activities disclosed by the reporting requirements, such actions shall be consistent with Research Foundation policy.

Upon receipt or notification of such complaint or inquiry, the campus operations manager or designee shall immediately advise the campus president, the person against whom the complaint is made, and the Office of General Counsel and Secretary of the substance of the complaint or inquiry. The procedures for investigating complaints and inquiries shall be consistent with those set forth in Exhibit B of this policy, Procedures for Investigating Conflict of Interest, attached hereto and made a part hereof.

Any determination by the campus operations manager or designee shall be forwarded to the president of the campus. The campus shall be the office of record for all final determinations. The campus operations manager shall assure that Research Foundation policies and procedures for maintaining such determinations are in place.

#### **Appeal**

An officer or employee who disagrees with the determination of the campus operations manager may appeal to the president of the Research Foundation, or the president's designee, for reconsideration of such determination. The determination of the president shall be final and binding.

#### **Violation**

In addition to any penalty contained in any provision of law or federal policy, officers or employees who knowingly and intentionally violate any of these provisions may be suspended from employment with the Research Foundation, or their relationship with the Research Foundation may be terminated.

## **Memorandum of Understanding between**

**CenterState Corporation for Economic Opportunity  
and  
SUNY Oswego**

**Partners in the Central New York Innovation Hot Spot**

---

**WHEREAS, the CenterState Corporation for Economic Opportunity (CEO) with its affiliate, the Syracuse Technology Garden (Tech Garden), a two-building business incubator campus has been awarded the designation of *Central New York's Innovation Hot Spot* (CNYHS) by New York State's Empire State Development Corporation (ESDC);**

**WHEREAS, the CNYHS is a consortium of Central New York organizations and programs that support Innovation, entrepreneurship and early-stage business development;**

**WHEREAS, SUNY Oswego is an academic institution and an operating partner in the CNYHS consortium with Pamela Caraccioli serving as the primary contact to CEO;**

**WHEREAS, CEO will execute a grant contract with ESDC and create subcontract relationships with SUNY Oswego and other consortium partners to share resources, as well as collaborate to deliver programs and services;**

**WHEREAS, specific subcontracts will depict in detail the rights and responsibilities of the parties to perform in support of the ESDC grant contract, where appropriate for cost-sharing;**

**THEREFORE, BE IT RESOLVED that the undersigned do commit to a period of partnership and mutual support in the formation, launch and execution of the CNYHS for the planning, launch and execution of the ESDC contract, anticipated for 2014 through 2018;**

**BE IT FURTHER RESOLVED that SUNY Oswego intends to continue to develop programs, services and cultivate opportunities for companies engaged in innovation, entrepreneurship, and early-stage business development, and will work with the CNYHS to share best practices;**

**BE IT FURTHER RESOLVED that because of progress to date, this document exemplifies a desire by each organization to engage in collaboration and mutual support of innovation, entrepreneurship and early-stage business development programs to**

result in an expansion and enhancement of the overall innovation ecosystem's performance in the Central New York region;

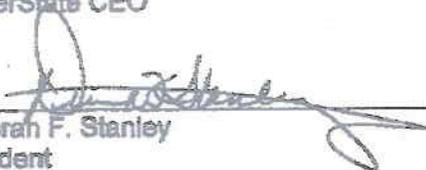
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON THIS 1st DAY of April 2015, and outlines a mutually understood set of guiding principles for further action.

SIGNED;



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Robert M. Simpson  
President and CEO  
CenterState CEO



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Deborah F. Stanley  
President  
SUNY Oswego

[END]

## START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT (this "AGREEMENT") dated as of March 1, 2015 (the "Effective Date"), by and between THE STATE UNIVERSITY OF NEW YORK ("SUNY"), an educational institution organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, acting on behalf of SUNY OSWEGO (the "College"), 7060 Route 104, Oswego, New York 13126, and the COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY ("AFFILIATE"), a public benefit corporation governed by the New York State General Municipal Law and having its principal place of business located at 44 West Bridge Street, Oswego, New York. Terms herein may be used before being defined.

### W I T N E S S E T H

WHEREAS, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startups companies, venture capital, new business and investments from across the world; and

WHEREAS, in furtherance of this objective the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities; and

WHEREAS, SUNY is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

WHEREAS, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campus in the Start-Up New York program and has submitted to the Commissioner a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amendment from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

WHEREAS, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college; and

**WHEREAS, AFFILIATE is an instrumentality of the State of New York, created pursuant to Section 911-b of the General Municipal Law of the State of New York (GML), as a public benefit corporation for the public purposes set forth in Article 18-A of the GML; and**

**WHEREAS, AFFILIATE owns or leases the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and**

**WHEREAS, the Real Property is located in an economically distressed community as defined in the Regulations, and contains space that is suitable for, among other things, internships for College Students, employment opportunities for College graduates, and other purposes that would further the College's Academic Mission (as defined below); and**

**WHEREAS, SUNY and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below; and**

**WHEREAS, the AFFILIATE mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan approved or [to be approved] by the Commissioner; and**

**WHEREAS, as public entities formed under New York State Law, SUNY and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and**

**WHEREAS, the parties intend that as a result of their affiliation that portions of the Premises that are part of the Premises hereunder shall be eligible as Tax-Free NY Areas; and**

**NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:**

**1. AFFILIATE Affirmations.**

**AFFILIATE hereby affirms the following:**

**(a) AFFILIATE is an industrial development agency, known as the COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY, and established for the benefit of the county of Oswego and the inhabitants thereof; it is established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A of the General Municipal Law of the State of New York. It is a body corporate and politic, and is perpetual in duration. It has the powers and duties now or hereafter conferred by title one of article eighteen-A of the General Municipal Law upon industrial development agencies and**

provided that the exercise of the powers by such agency with respect to the acquisition of real property whether by purchase, condemnation or otherwise, shall be limited to the corporate limits of the county of Oswego, and such agency shall take into consideration the local zoning and planning regulations as well as the regional and local comprehensive land use plans. It is organized in a manner prescribed by and be subject to the provisions of title one of article eighteen-A of the General Municipal Law. Its members are appointed by the governing body of the county of Oswego. The agency, its members, officers and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of the General Municipal Law. It does not distribute financial profits or gains to its members or officers, all of whom serve without compensation. There are no employees of the agency.

(a) the premises is owned by the AFFILIATE;

(b) AFFILIATE is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State to attract high-tech and other start-ups, venture capital, new business and investments from across the world;

(c) AFFILIATE is interested in helping SUNY assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

(d) AFFILIATE acknowledges SUNY's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;

(e) AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

(f) AFFILIATE is committed to the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world; and

## 2. Term.

This AGREEMENT shall commence as of the Effective Date and shall expire on December 31, 2025, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing, SUNY may, on written notice to AFFILIATE, terminate this AGREEMENT in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition, SUNY may terminate this AGREEMENT on thirty days' notice to AFFILIATE, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

### 3. Premises.

The Premises that is the subject of this AGREEMENT shall be the land or space located at 120 St. Paul Street, City of Oswego, New York (location) described from time to time in Schedule 1 (the "Premises"). The parties may revise Schedule 1 from time to time by written agreement.

### 4. Use of Premises; Affiliation.

(a) During the Term AFFILIATE shall, consistent with the Campus Plan, lease and manage the Premises on behalf of and for benefit of SUNY and the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations.

(b) The parties hereby agree that AFFILIATE is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Premises is part of the College's campus for purposes of Section 220.2(f) of the Regulations.

### 5. Responsibilities relating to Tenants and the Management of the Premises.

(a) AFFILIATE and SUNY shall cooperate to identify businesses that are eligible for the START-UP NY program for use and occupancy of the Premises. SUNY shall have the final discretion whether to accept an application from a business to locate in the Premises. AFFILIATE shall only enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Premises with businesses that are identified to AFFILIATE by SUNY as having been approved by SUNY and the Commissioner for participation in the START-UP NY program under the Plan (a "Participating Business").

(b) Notwithstanding any other terms of this AGREEMENT, AFFILIATE shall be solely responsible in all respects for the management, maintenance and operation of the Premises, including, without limitation: negotiating and entering into Leases with Participating Businesses ("Program Leases"); collection of rent and other amounts, preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. AFFILIATE shall publicly advertise and market the Premises. SUNY shall have no obligation to perform or bear the cost of any of the foregoing.

(c) AFFILIATE shall have no authority to execute any instruments, agreements, or other documents on behalf of SUNY, or otherwise bind SUNY, except with SUNY's prior written consent.

(d) Rent and other amounts collected by or on behalf of AFFILIATE under any Program Lease (collectively, "Program Rent"), shall be retained by AFFILIATE except that the AFFILIATE and College may decide to enter into revenue sharing arrangements. AFFILIATE shall receive no compensation from SUNY under this AGREEMENT or otherwise in relation to the START-UP NY program.

(e) For the avoidance of doubt, AFFILIATE may, in its discretion, continue to lease the Premises to a Terminated Business following its removal from the START-UP NY program by the Commissioner. In the event a Participating Business has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations, AFFILIATE shall, following SUNY's request, cooperate with SUNY to identify replacement space in the Premises for the START-UP NY program.

(f) SUNY shall have no liability to AFFILIATE or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, AFFILIATE shall indemnify, defend, and hold SUNY and its officials, trustees and employees harmless against any claims, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursement) arising out of or related to any Program Lease.

#### **6. Liability Insurance**

The AFFILIATE agrees to provide SUNY with a Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the State University of New York, as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this AGREEMENT, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming such SUNY, as an additional insured, within five (5) business days.

#### **7. Plan Amendments; Further Assurances; Conflicts of Interest.**

(a) The parties agree that the Campus Plan as approved [to be approved] is incorporated by reference as Exhibit B to this AGREEMENT.

(b) AFFILIATE shall reasonably assist SUNY with amending any Campus Plans to include any property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by SUNY as necessary or useful to amend the Plan.

(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT.

(d) AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time. The applicable College Conflict of Interest policy or guidelines is incorporated by reference as Exhibit C to this AGREEMENT.

## 8. Notices

Each written notice, demand, approval or request by SUNY or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York  
State University Plaza  
Albany, New York 12246  
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for the State University of New York  
START-UP NY Liaison Office  
35 State Street  
Albany, NY 12207  
Attention: Jeffrey Boyce, Director of Economic Development

(b) to AFFILIATE at the following address:

County of Oswego Industrial Development Agency  
44 West Bridge Street  
Oswego, New York 13126  
Attention: L. Michael Treadwell, CEO

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

## 9. Miscellaneous.

(a) This AGREEMENT shall be binding upon and inure to the benefit of SUNY and AFFILIATE and their respective successors and assigns.

(b) This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this AGREEMENT, any dispute arising under this AGREEMENT shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

(d) In carrying out this AGREEMENT, AFFILIATE shall comply with all applicable laws, including, without limitation, the Act and the Regulations.

(e) This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

(f) Subject to section 138 of New York State Finance Law, neither party may assign, convey or transfer this AGREEMENT or any of their rights hereunder. Any such assignment, conveyance or transfer shall be deemed null and void.

(g) This AGREEMENT including Exhibit A, Standard Clauses for State University of New York contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this AGREEMENT and Exhibit A, Exhibit A shall control.

(h) Any provision of this AGREEMENT may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

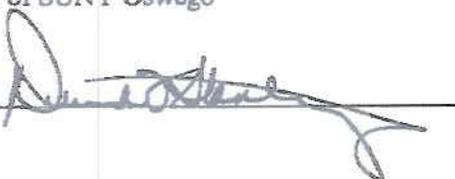
(i) If any provision of this AGREEMENT is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the AGREEMENT, unless it prevents accomplishment of the objectives and purposes of the AGREEMENT, which determination shall be submitted as a dispute under paragraph 9(c) herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT as of the day and year first above written.

County of Oswego  
Industrial Development Agency

By:   
Name: L. Michael Treadwell  
Title: Chief Executive Officer

The State University  
of New York  
on behalf of SUNY Oswego

By:   
Name:  
Title:

**SCHEDULE "1"**

**DESCRIPTION OF REAL PROPERTY**

**120 ST. PAUL STREET, OSWEGO, NEW YORK FACILITY**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Oswego, County of Oswego and State of New York, being part of Lot 10 of Hamilton's Gore in the 17<sup>th</sup> Township of Scriba's Patent, more particularly shown on a survey map prepared by Russell L. Getman, LLS No. 49298, dated November 1, 2004, which map is intended to be filed simultaneously herewith, consisting of four parcels, and more particularly described as follows:

**Parcel A**

**Beginning at a point** in the west line of St. Paul Street at a northeast corner of lands now or formerly of Niagara Mohawk Power Corporation as recorded in the Oswego County Clerk's Office in Book 405 of Deeds at Page 353; which point is northerly 130.80 feet as measured along the west line of St. Paul Street from the intersection with the north line of East Seneca Street and running; thence, S 80° - 01' - 16" W, 174.00 feet along a north line of said Niagara Mohawk Power Corporation to a point being a southeast corner of lands now or formerly of Lake Shore Transportation Lines, Inc. as recorded in Book 816 of Deeds at Page 95; thence, N 10° - 24' W, 248.72 feet along an east line of said Lake Shore Transportation Lines, Inc. to a point in a south line of said Lake Shore Transportation Lines, Inc.; thence, N 79° - 36' E, 174.00 feet along a south line of said Lake Shore Transportation Lines, Inc. to a point in the west line of St. Paul Street; thence, S 10° - 24' E, 250.00 feet along the west line of St. Paul Street to the point and place of beginning containing 1.0 acre of land.

Subject to easements and restrictions of record.

Being the same premises conveyed to Oswego Warehousing, Inc. by warranty deed made by Fred F. Brotherton and Cora Brotherton dated December 28, 1984 and recorded January 11, 1985 in Liber 939 of Deeds at Page 166.

**Parcel B**

**Beginning at a point** in the west line of St. Paul Street at the northeast corner of lands now or formerly of Oswego Warehousing, Inc. as recorded in the Oswego County Clerk's Office in Book 939 of Deeds at Page 166; which point is northerly 380.80 feet as measured along the west line of St. Paul Street from the intersection with the north line of East Seneca Street and running; thence, S 79° - 36' W, 174.00 feet along the north line of said Oswego Warehousing, Inc. to a point being a northwest corner of said Oswego Warehousing, Inc.; thence, S 10° - 24' E, 248.72 feet along the west line of said Oswego Warehousing, Inc. to a point in the north line of lands now or formerly of Niagara Mohawk Power Corporation as recorded in the Oswego County Clerk's Office in Book 405 of Deeds at Page 353; thence, S 80° - 01' - 16" W, 186.12 feet along a north line of said Niagara Mohawk Power Corporation

to a point in an east line of said Niagara Mohawk Power Corporation; thence, N 35° - 06' W, 410.00 feet along an east line of said Niagara Mohawk Power Corporation and east line of lands now or formerly of Oswego Warehousing, Inc. as recorded in Book 840 of Deeds at Page 1141 to an angle point in an east line of lands now or formerly of Oswego Stevedoring & Warehousing, Inc. as recorded in Book 724 of Deeds at Page 425; thence, N 23° - 24' - 44" W, 111.86 feet along an east line of said Oswego Stevedoring & Warehousing, Inc. to a point in a south line of said Oswego Stevedoring & Warehousing, Inc.; thence, N 66° - 35' - 16" E, 571.30 feet along a south line of said Oswego Stevedoring & Warehousing, Inc. to a point in the west line of St. Paul Street; thence, S 10° - 24' E, 362.75 feet along the west line of St. Paul Street to the point and place of beginning containing 5.0 acre of land.

Subject to easements and restrictions of record, in particular an Electric and Telephone Easement for Niagara Mohawk Power Corporation and Verizon as recorded as Instrument R-2004-011884; and Underground Electric Easement for Niagara Mohawk Power Corporation as recorded as Instrument R-2004-011885.

It being intended to describe a parcel of land conveyed to Grantor by Lake Shore Transportation Lines, Inc. by deed dated July 1, 1985 and recorded in the Oswego County Clerk's Office on July 26, 1985 in Book 954 of Deeds at Page 201&c.

#### **Parcel C**

**Beginning at a point** in the west line of St. Paul Street at the northeast corner of lands now or formerly of Lake Shore Transportation Lines Inc. as recorded in the Oswego County Clerk's Office in Book 816 of Deeds at Page 95; which point is northerly 743.55 feet as measured along the west line of St. Paul Street from the intersection with the north line of East Seneca Street and running; thence, S 66° - 35' - 16" W, 571.30 feet along the north line of said Lake Shore Transportation Lines Inc. to a point being the northwest corner of said Lake Shore Transportation Lines Inc.; thence, S 23° - 24' - 44" E, 111.86 feet along the west line of said Lake Shore Transportation Lines Inc. to a point being the northeast corner of lands now or formerly of Oswego Warehousing, Inc. as recorded in Book 840 of Deeds at Page 1141; thence, S 54° - 54' - 00" W, 44.55 feet along the north line of said Oswego Warehousing, Inc. to a point; thence, N 17° - 00' - 00" E, 17.38 feet to a point; thence, N 12° - 20' - 00" W, 168.32 feet to a point; thence, N 66° - 34' - 20" E, 321.99 feet to an angle point; thence, N 79° - 36' - 00" E, 255.88 feet to a point in the west line of St. Paul Street being the point and place of beginning containing 0.659 acre of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land located on St. Paul Street in the City of Oswego being a portion of lands conveyed to Oswego Stevedoring and Warehousing, Inc., n/k/a Oswego Warehousing, Inc. by deed dated July 1, 1970 and recorded in the Oswego County Clerk's Office on July 30, 1970 in Book 724 of Deeds at Page 425.

### Parcel D

Commencing at a point in the west line of St. Paul Street at the southeast corner of lands now or formerly of Niagara Mohawk Power Corporation as recorded in the Oswego County Clerk's Office in Book 405 of Deeds at Page 353 being the intersection with the north line of East Seneca Street; thence, N 10° - 24' W, 130.80 feet along the west line of St. Paul Street - east line of said Niagara Mohawk Power Corporation to a point being the southeast corner of lands now or formerly of Oswego Warehousing, Inc. as recorded in Book 939 of Deeds at Page 166; thence, S 80° - 01' - 16" W, 360.12 feet along the south line of said Oswego Warehousing, Inc. and south line of lands now or formerly of Lake Shore Transportation Lines Inc. as recorded in Book 816 of Deeds at Page 95 to a point being the southwest corner of said Lake Shore Transportation Lines Inc.; thence, N 35° - 06' W, 154.27 feet along the west line of said Lake Shore Transportation Lines Inc. to the **True Point and Place of Beginning** and running; thence, S 67° - 34' - 36" W, 15.92 feet to a point; thence, N 51° - 41' - 57" W, 232.76 feet to a point; thence, N 17° - 00' E, 47.49 feet to a point; thence, N 54° - 54' E, 44.55 feet to a point in the west line of said Lake Shore Transportation Lines Inc.; thence, S 35° - 06' E, 255.73 feet along the west line of said Lake Shore Transportation Lines Inc. to the point and place of beginning containing 0.293 acre of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land located off St. Paul Street in the City of Oswego being a portion of lands conveyed to Oswego Warehousing, Inc. by deed dated February 6, 1981 and recorded in the Oswego County Clerk's Office on February 10, 1981 in Book 840 of Deeds at Page 1141.

### BEING MORE MODERNLY DESCRIBED AS FOLLOWS:

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Oswego, County of Oswego, and State of New York, being Part of Lot 10, Hamilton's Gore, 17<sup>th</sup> Township of Scriba's Patent and described as follows:

**Beginning at a point** in the west line of St. Paul Street at a northeast corner of lands now or formerly of Niagara Mohawk Power Corporation as recorded in the Oswego County Clerk's Office in Book 405 of Deeds at Page 353; which point is northerly 130.80 feet as measured along the west line of St. Paul Street from the intersection with the north line of East Seneca Street and running; thence, S 80° - 01' - 16" W, 360.12 feet to a point; thence, N 35° - 06' W, 154.27 feet to a point; thence, S 67° - 34' - 36" W, 15.92 feet to a point; thence, N 51° - 41' - 57" W, 232.76 feet to a point; thence, N 17° - 00' E, 64.87 feet to a point; thence, N 12° - 20' W, 168.32 feet to a point; thence, N 66° - 34' - 20" E, 321.99 feet to a point; thence, N 79° - 36' E, 255.88 feet to a point in the west line of St. Paul Street; thence, S 10° - 24' E, 612.75 feet along the west line of St. Paul Street to the point and place of beginning containing 6.952 acres of land.

Subject to easements and restrictions of record.

## START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT (this "AGREEMENT") dated as of May 16<sup>th</sup>, 2016 (the "Effective Date"), by and between THE STATE UNIVERSITY OF NEW YORK ("SUNY"), an educational institution organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, acting on behalf of SUNY OSWEGO (the "College"), 7060 Route 104, Oswego, New York 13126, and the COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY ("AFFILIATE"), a public benefit corporation governed by the New York State General Municipal Law and having its principal place of business located at 44 West Bridge Street, Oswego, New York. Terms herein may be used before being defined.

### W I T N E S S E T H

WHEREAS, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startups companies, venture capital, new business and investments from across the world; and

WHEREAS, in furtherance of this objective the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities; and

WHEREAS, SUNY is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible businesses under the Act; and

WHEREAS, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campus in the Start-Up New York program and has submitted to the Commissioner a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amended from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

WHEREAS, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or

college must be utilized by the university or college in furtherance of any stated academic mission of that university or college; and

**WHEREAS**, AFFILIATE is an instrumentality of the State of New York, created pursuant to Section 911-b of the General Municipal Law of the State of New York (GML), as a public benefit corporation for the public purposes set forth in Article 18-A of the GML; and

**WHEREAS**, AFFILIATE owns or leases the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and

**WHEREAS**, the Real Property is located in an economically distressed community as defined in the Regulations, and contains space that is suitable for, among other things, internships for College Students, employment opportunities for College graduates, and other purposes that would further the College's Academic Mission (as defined below); and

**WHEREAS**, SUNY and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below; and

**WHEREAS**, the AFFILIATE mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan approved or [to be approved] by the Commissioner; and

**WHEREAS**, as public entities formed under New York State Law, SUNY and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and

**WHEREAS**, the parties intend that as a result of their affiliation that portions of the Real Property that are part of the Real Property hereunder shall be eligible as Tax-Free NY Areas; and

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

**1. AFFILIATE Affirmations.**

AFFILIATE hereby affirms the following:

(a) AFFILIATE is an industrial development agency, known as the COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY, and established for the benefit of the county of Oswego and the inhabitants thereof; it is established for the accomplishment of any or all of the purposes specified in title one of article eighteen-A

of the General Municipal Law of the State of New York. It is a body corporate and politic, and is perpetual in duration. It has the powers and duties now or hereafter conferred by title one of article eighteen-A of the General Municipal Law upon industrial development agencies and provided that the exercise of the powers by such agency with respect to the acquisition of real property whether by purchase, condemnation or otherwise, shall be limited to the corporate limits of the county of Oswego, and such agency shall take into consideration the local zoning and planning regulations as well as the regional and local comprehensive land use plans. It is organized in a manner prescribed by and subject to the provisions of title one of article eighteen-A of the General Municipal Law. Its members are appointed by the governing body of the county of Oswego. The agency, its members, officers and its operations and activities shall in all respects be governed by the provisions of title one of article eighteen-A of the General Municipal Law. It does not distribute financial profits or gains to its members or officers, all of whom serve without compensation. There are no employees of the agency.

(a) the Real Property is owned or leased by the AFFILIATE;

(b) AFFILIATE is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State to attract high-tech and other start-ups, venture capital, new business and investments from across the world;

(c) AFFILIATE is interested in helping SUNY assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

(d) AFFILIATE acknowledges SUNY's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;

(e) AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

(f) AFFILIATE is committed to the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world; and

## 2. Term.

This AGREEMENT shall commence as of the Effective Date and shall expire on December 31, 2025, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Real Property as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing, SUNY may, on written notice to AFFILIATE, terminate this AGREEMENT in whole or in part with respect to any portion of the Real Property that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition,

SUNY may terminate this AGREEMENT on thirty days' notice to AFFILIATE, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

### 3. Real Property.

The Real Property that is the subject of this AGREEMENT shall be the land or space located at 15 County Route 59, Town of Schroepfel, New York described from time to time in Schedule 1 (the "Real Property"). The parties may revise Schedule 1 from time to time by written agreement.

### 4. Use of Real Property; Affiliation.

(a) During the Term AFFILIATE shall, consistent with the Campus Plan, lease and manage the Real Property on behalf of and for benefit of SUNY and the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Real Property shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations.

(b) The parties hereby agree that AFFILIATE is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Real Property is part of the College's campus for purposes of Section 220.2(f) of the Regulations.

### 5. Responsibilities relating to Tenants and the Management of the Real Property.

(a) AFFILIATE and SUNY shall cooperate to identify businesses that are eligible for the START-UP NY program for use and occupancy of the Real Property. SUNY shall have the final discretion whether to accept an application from a business to locate in the Real Property. AFFILIATE shall only enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Real Property with businesses that are identified to AFFILIATE by SUNY as having been approved by SUNY and the Commissioner for participation in the START-UP NY program under the Plan (a "Participating Business").

(b) Notwithstanding any other terms of this AGREEMENT, AFFILIATE shall be solely responsible in all respects for the management, maintenance and operation of the Real Property, including, without limitation: negotiating and entering into Leases with Participating Businesses ("Program Leases"); collection of rent and other amounts, preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. AFFILIATE shall publicly advertise and market the Real Property. SUNY shall have no obligation to perform or bear the cost of any of the foregoing.

(c) AFFILIATE shall have no authority to execute any instruments, agreements, or other documents on behalf of SUNY, or otherwise bind SUNY, except with SUNY's prior written consent.

(d) Rent and other amounts collected by or on behalf of AFFILIATE under any Program Lease (collectively, "Program Rent"), shall be retained by AFFILIATE except that the AFFILIATE and College may decide to enter into revenue sharing arrangements. AFFILIATE shall receive no compensation from SUNY under this AGREEMENT or otherwise in relation to the START-UP NY program.

(e) For the avoidance of doubt, AFFILIATE may, in its discretion, continue to lease the Real Property to a Terminated Business following its removal from the START-UP NY program by the Commissioner. In the event a Participating Business has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations, AFFILIATE shall, following SUNY's request, cooperate with SUNY to identify replacement space in the Real Property for the START-UP NY program.

(f) SUNY shall have no liability to AFFILIATE or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, AFFILIATE shall indemnify, defend, and hold SUNY and its officials, trustees and employees harmless against any claims, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursement) arising out of or related to any Program Lease.

## 6. Liability Insurance

The AFFILIATE agrees to obtain and maintain a Comprehensive General Liability Insurance, including without limitation coverage for landlord's liability under any lease entered into by AFFILIATE in accordance with the terms of this Agreement, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the State University of New York, as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this AGREEMENT, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming SUNY, as an additional insured, within five (5) business days.

## 7. Plan Amendments; Further Assurances; Conflicts of Interest.

(a) The parties agree that the Campus Plan as approved [to be approved] is incorporated by reference as Exhibit B to this AGREEMENT.

(b) AFFILIATE shall reasonably assist SUNY with amending any Campus Plans to include any property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by SUNY as necessary or useful to amend the Plan.

(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT.

(d) AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time. The applicable College Conflict of Interest policy or guidelines is incorporated by reference as Exhibit C to this AGREEMENT.

### 8. Notices

Each written notice, demand, approval or request by SUNY or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York  
State University Plaza  
Albany, New York 12246  
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for the State University of New York  
START-UP NY Liaison Office  
35 State Street  
Albany, NY 12207  
Attention: Jeffrey Boyce, Director of Economic Development

(b) to AFFILIATE at the following address:

County of Oswego Industrial Development Agency  
44 West Bridge Street  
Oswego, New York 13126  
Attention: L. Michael Treadwell, CEO

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

### 9. Miscellaneous.

(a) This AGREEMENT shall be binding upon and inure to the benefit of SUNY and AFFILIATE and their respective successors and assigns.

(b) This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this AGREEMENT, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this AGREEMENT, any dispute arising under this AGREEMENT shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

(d) In carrying out this AGREEMENT, AFFILIATE shall comply with all applicable laws, including, without limitation, the Act and the Regulations.

(e) This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(f) Subject to section 138 of New York State Finance Law, neither party may assign, convey or transfer this AGREEMENT or any of their rights or obligations hereunder. Any such assignment, conveyance or transfer shall be deemed null and void.

(g) This AGREEMENT including Exhibit A, Standard Clauses for State University of New York contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this AGREEMENT and Exhibit A, Exhibit A shall control.

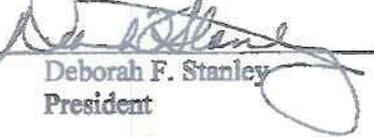
(h) If any provision of this AGREEMENT is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the AGREEMENT, unless it prevents accomplishment of the objectives and purposes of the AGREEMENT, which determination shall be submitted as a dispute under paragraph 9(c) herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT as of the day and year first above written.

County of Oswego  
Industrial Development Agency

By:   
Name: L. Michael Treadwell  
Title: Chief Executive Officer

The State University  
of New York  
On behalf of SUNY Oswego

By:   
Name: Deborah F. Stanley  
Title: President

**SCHEDULE "1"**

**DESCRIPTION OF REAL PROPERTY**

**15 COUNTY ROUTE 59, TOWN OF SCHROEPPEL, NEW YORK FACILITY**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schroepfel, County of Oswego and State of New York, being part of Lot No. 7 of the Phoenix Tract in said Town, being part of lands conveyed by Elijah Henderson Jr., Robert J. Henderson, and Ralph N. Henderson to Operation Oswego County, Inc. by deed dated December 12, 1979 and recorded in the Oswego County Clerk's Office December 29, 1979 in Book 832 of Deeds at Page 507, being part of lands shown on a Final Plan of Oswego County Industrial Park revised March 3, 1981, made by Calocerinos & Spina, Consulting Engineers and filed in the Oswego County Clerk's Office November 20, 1981, as Map No. 81-116, and being more particularly described as follows:

BEGINNING at a point on the southerly boundary of Jason Road, said point being located 166.31 feet westerly distance from the westerly boundary of N.Y.S. Route 264; running thence westerly along the southerly boundary of Jason Road, following a curve to the right, having a radius of 630 feet an arc distance of 300.00 feet to a point; thence South  $0^{\circ} 48' 16''$  East, a distance of 444.90 feet to the southeasterly boundary of lands as shown on said final plan of Oswego County Industrial Park; thence North  $46^{\circ} 19' 15''$  East along said tract boundary, a distance of 475.00 feet to a point; thence North  $19^{\circ} 59' 05''$  West, a distance of 159.23 feet to the point and place of beginning.

Location	UniqueID	Owner	PropertyType	StreetAddress	City	Zip Code	ParcelID	Building	SpaceType	sqft	Aeres	Description	entCampus	Within1mileOfCampus	Latitude	Longitude	Notes
Southeast corner of NYS Route 104 West and Barnes Drive	SU-110-1-L-0007-000-A	SUNY Oswego	1	7060 State Route 104 West	Oswego	13126		N/A	D	N/A	5.8	Construction-ready parcel with direct road frontage on business corridor	YES	N/A	43.4489310	-76.5423170	Flat parcel with availability of electric, water and sewer
Southwest corner of County Route 89 and Ingois Trail	SU-110-1-L-0000-000-A	SUNY Oswego	1	7060 State Route 104 West	Oswego Town	13126		N/A	D	N/A	3.3	Construction-ready lake-side parcel with direct road frontage	YES	N/A	43.4489310	-76.5423170	Flat parcel with direct road frontage and availability of electric, water and sewer.
Syracuse Technology Garden	SU-110-1-B-0000-000-A	CenterState CEO	1	120 Madison Street	Syracuse	13202		Technology Garden	B	9,500	N/A	Tenant-ready space in technology business incubator, designated NYS Innovation Hot Spot	YES	N/A	43.0450650	-76.1698710	MOU in place making this "on campus" space. Flexible space options with access to shared conference rooms, secretarial, wifi, tech theater, equipment.
120 St. Paul Street, Oswego	SU-110-1-B-0000-001-A	County of Oswego Industrial Development Agency	1	120 St. Paul Street	Oswego	13126		N/A	C	18,000	N/A	Tenant-ready space in manufacturing facility	YES	N/A	43.4679580	-76.4869610	MOU in place making this "on campus" space. Manufacturing space adjacent to hardwood finishing business
15 County Route 59, Phoenix	SU-110-1-B-0000-002-A	County of Oswego Industrial Development Agency	1	15 County Route 59, Phoenix	Town of Schroonppel	13135		N/A	A	7,800	N/A	Entire one-story, manufacturing building	YES	N/A	43.2489770	-76.3078040	MOU in place making this "on campus" space. Entire manufacturing building in Industrial Park setting

- \* 1= on campus
- 2= 1 mile off campus
- 3= State Asset
- \*\* Awnitro building
- B= floor within building
- C= room within building
- D= land on campus
- E= land off campus
- F= entire building off campus
- G= partial building off campus
- H= state asset

Reassigned Land or Building Unique ID Standard  
See Sheet 2: SUNY Unique ID Codes



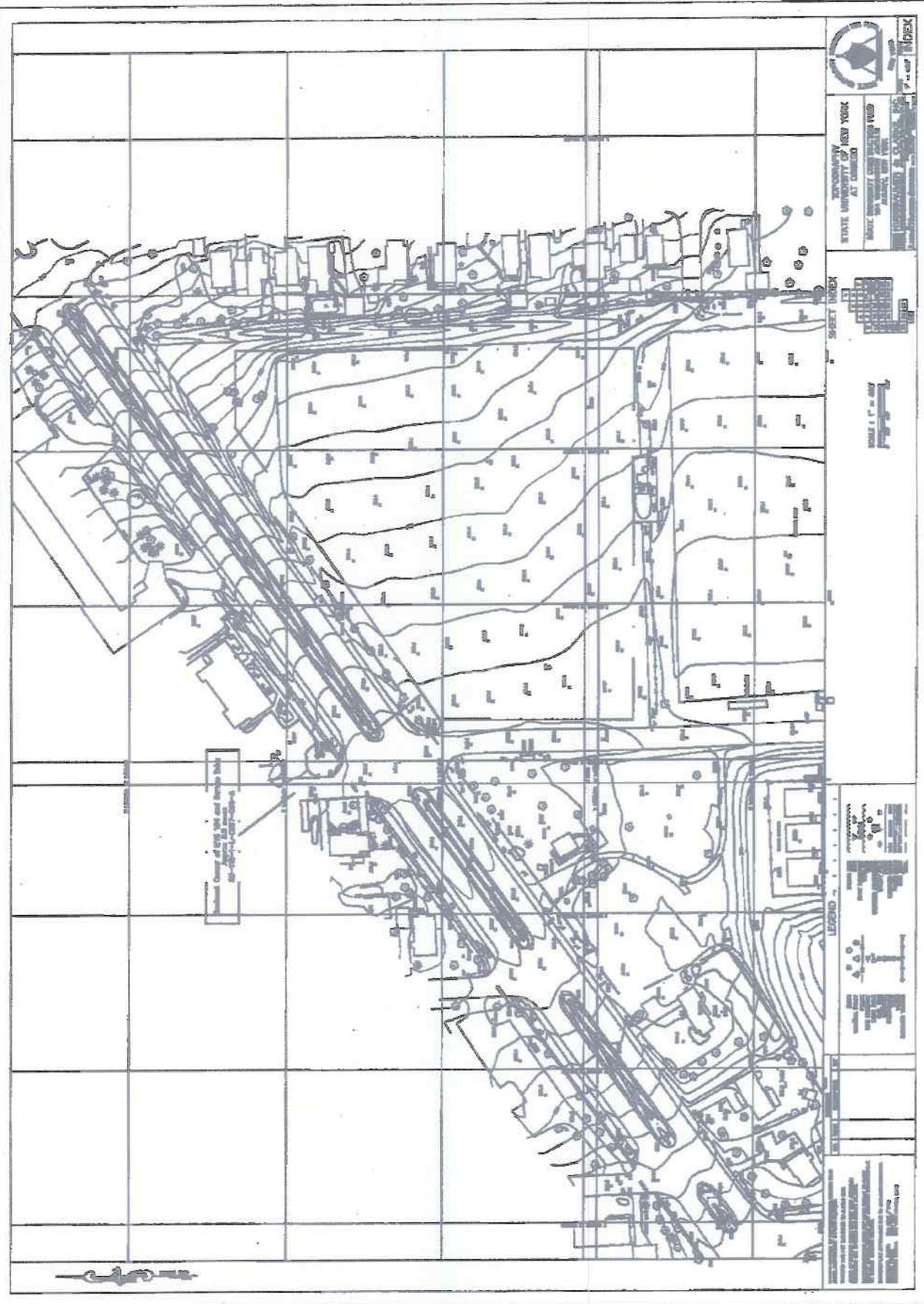
**Site B: SU-110-1-L-000-000-A**  
Southwest corner of County Route 89  
and Iroquois Trail - 3.3 acres

**Site A: SU-110-1-L-007-000-A**  
Southeast corner of NYS Route 104  
West and Barnes Drive - 5.8 acres

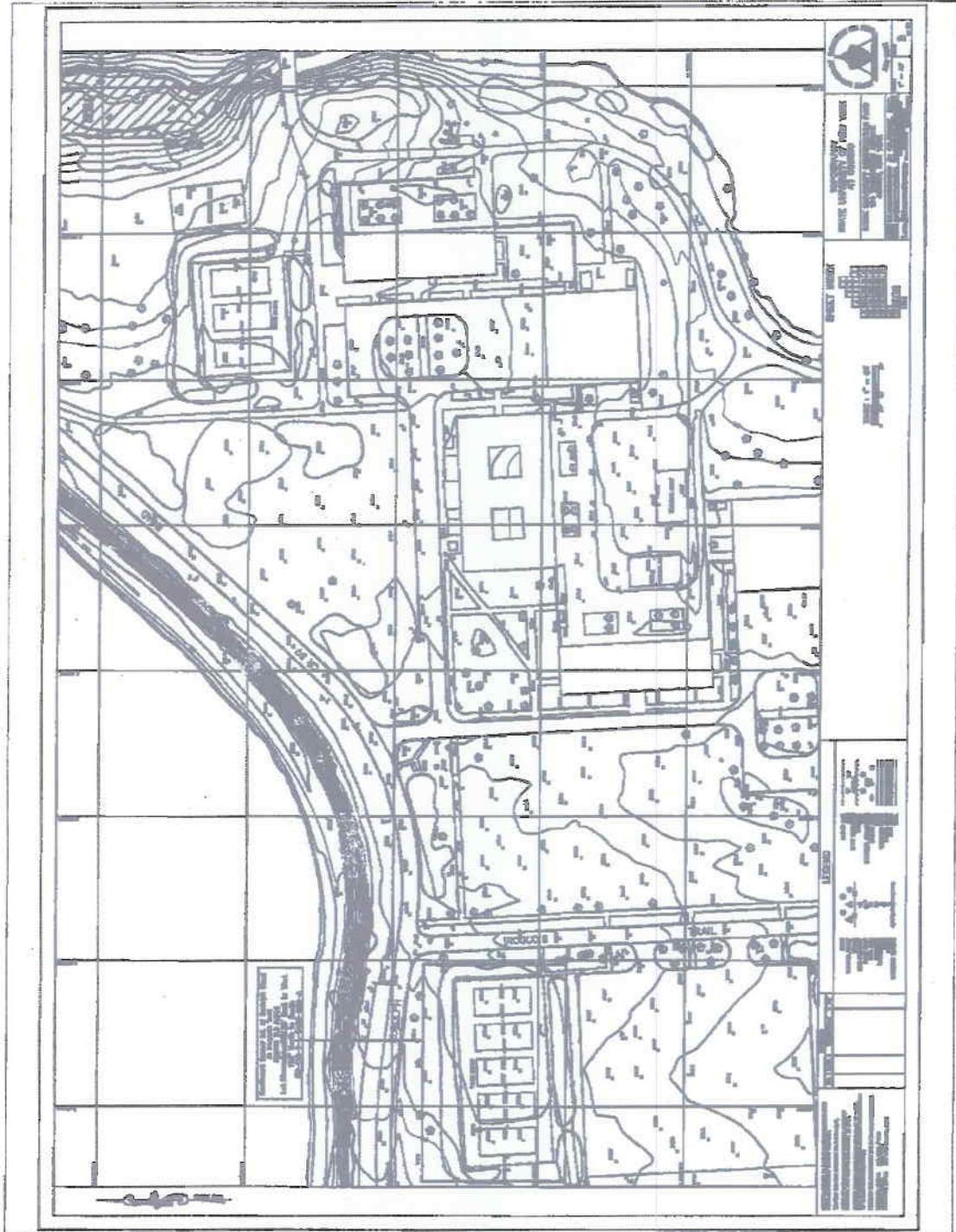


State University of New York at Oswego  
Campus Wide Infrastructure Study  
Date of Photo: March 2009

Site A: SU-110-1-L-0007-000-A



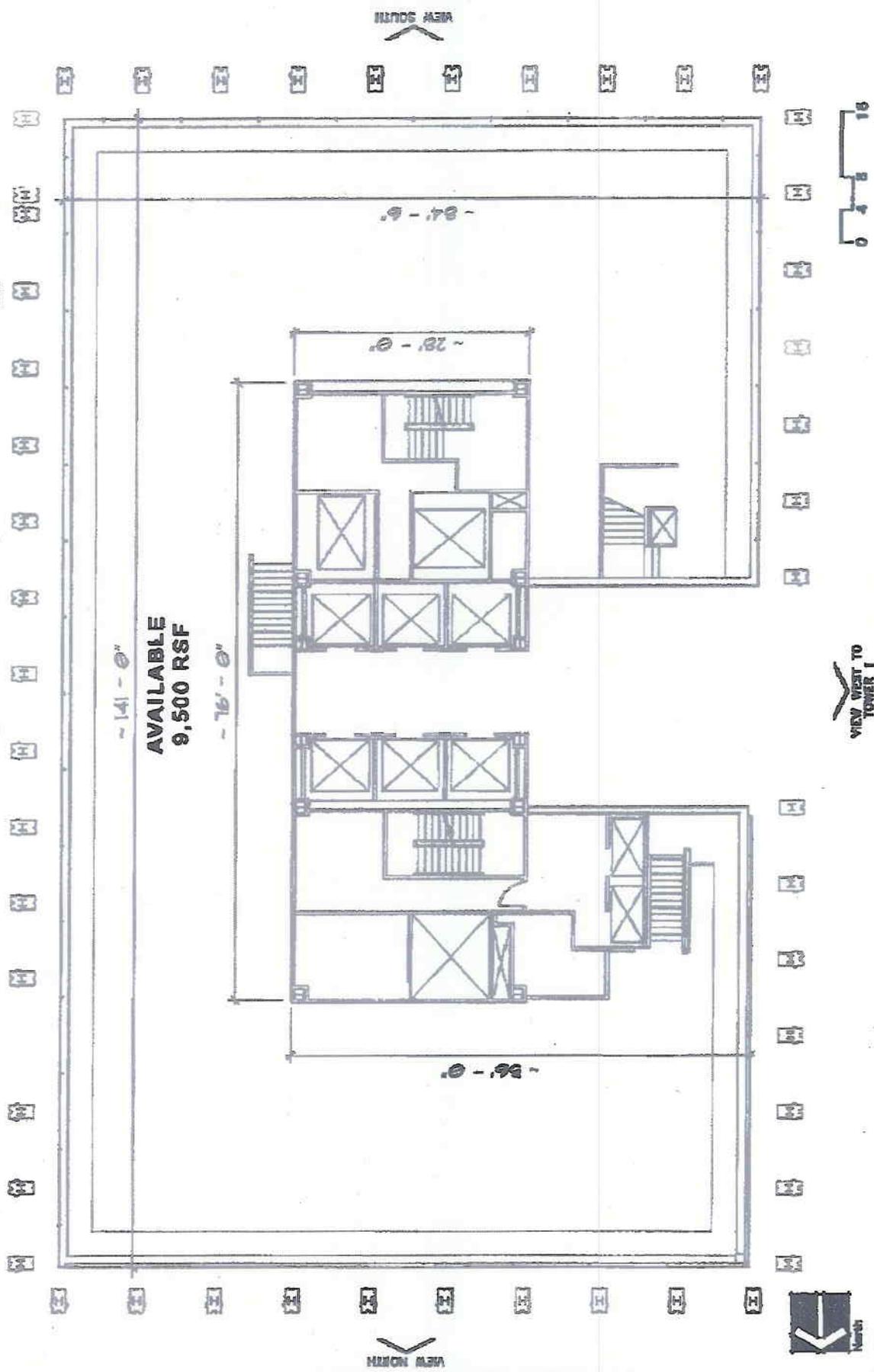
Site B: SU-110-1-L-0000-000-A



Available Tenant Space

Site C: SU-110-1-B-0000-000-A: 9,500 SF Vacant Space  
120 Madison Street, Syracuse NY - Syracuse Technology Garden

January 17, 2011

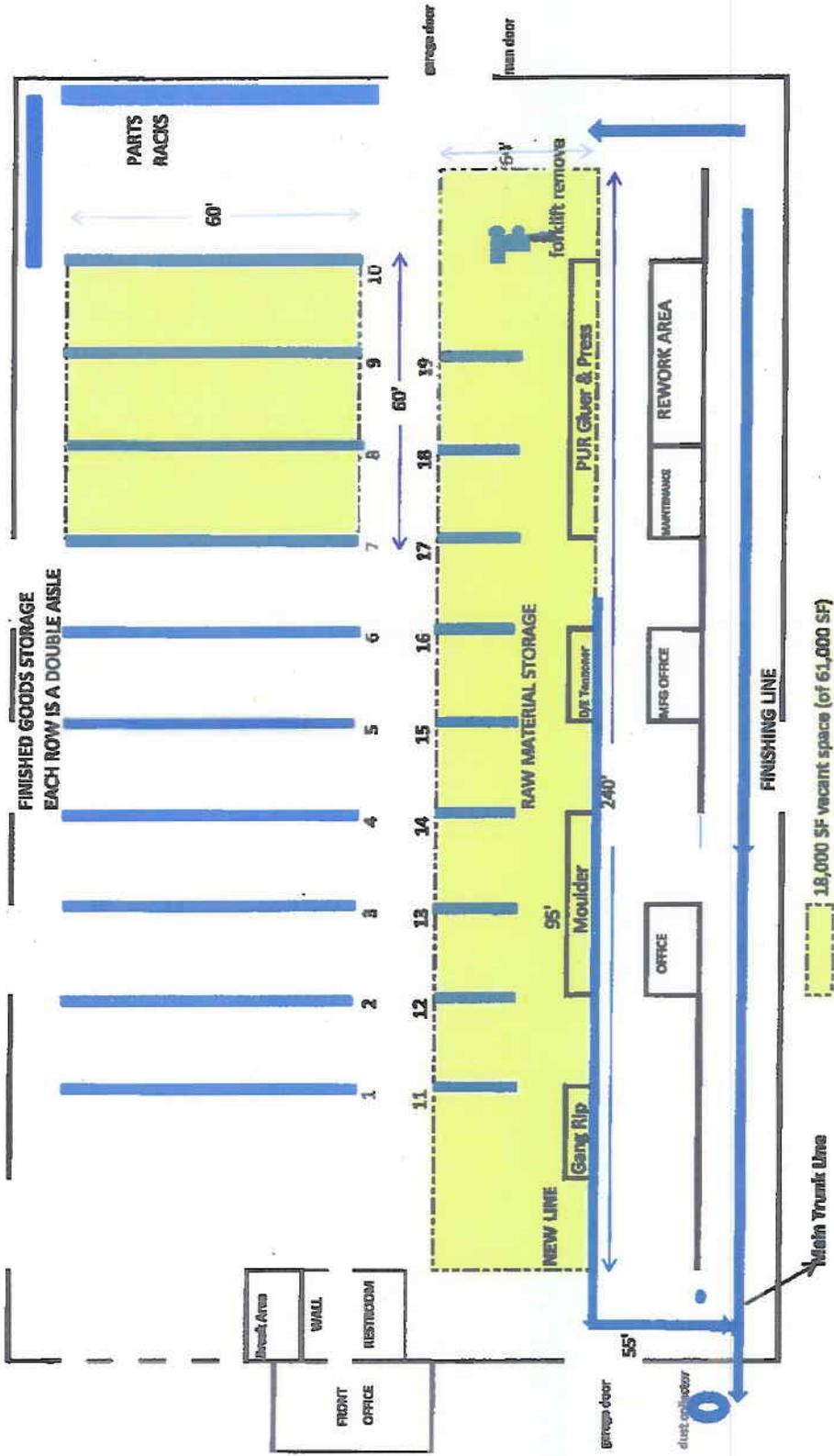


FIRST FLOOR LEASE PLAN  
AXA Tower 2  
Syracuse, New York 13202





**Site D: SU-110-1-B-0000-001-A  
18,000 SF vacant (of 61,000 SF total)  
120 St. Paul St. Oswego, NY 13126  
Owned by County of Oswego IDA**



Site ID: SU-110-1-B-0000-001-A  
 120 St. Paul Street, Oswego, NY 13126



