



The State University
of New York

Office of the
Chief Financial Officer

State University Plaza
Albany, New York 12246

www.suny.edu

June 24, 2016

President John Ettlting
SUNY Plattsburgh
101 Broad Street
Plattsburgh, NY 12901

Re: START-UP NY

Dear President Ettlting:

Congratulations. Attached is the approved application for SUNY Plattsburgh's Amended Campus Plan for Designation of Tax-Free Area(s).

After completion of the required 30-day comment period, please submit evidence of stakeholder notification, along with your complete campus plan, to Empire State Development at designations@esd.ny.gov for final Commissioner approval.

Best of luck to you and SUNY Plattsburgh in launching the START-UP NY program.

Best Regards,

A handwritten signature in black ink that reads "Eileen McLoughlin".

Eileen McLoughlin
Senior Vice Chancellor for
Finance and Chief Financial
Officer

Attachment
Copy: SUNY START-UP NY Proposal Review Team

To Learn
To Search
To Serve

the Power of SUNY



The State University of New York

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

To: SUNY Chancellor

From: John Ettlmg, President, SUNY Plattsburgh

Re: SUNY Plattsburgh Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan")

Date: May 31, 2016

For Campus Office of the President:

The arrangement documented in the attached Campus Plan is aligned to the academic mission of SUNY Plattsburgh and in accordance with all SUNY policies, procedures, and guidelines.

Signature of campus President

Print Name

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 SUNY [approve/reject] the attached Campus Plan:

Proposal Review Team Co-Chair

Date

Print Name

For SUNY Office of the Chancellor:

The attached Campus Plan is hereby [approved/rejected] for campus submission to the NYS Commissioner of Economic Development.

Signature of the Chancellor or designee

Date

Print Name



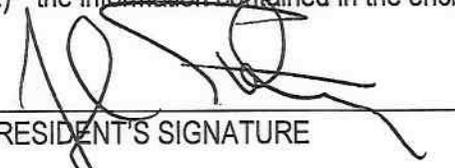
OFFICE OF THE PRESIDENT

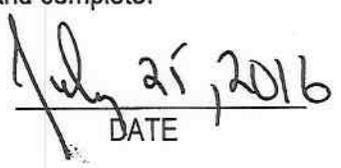
101 Broad Street
Plattsburgh, NY 12901-2681
Tel: 518-564-2010
Fax: 518-564-3932
www.plattsburgh.edu

To: Mr. Howard Zemsky, NYS Commissioner of Department of Economic Development
From: President John Ettling of SUNY Plattsburgh
Re: SUNY Plattsburgh Campus Plan for Designation of Tax-Free Area(s)
Date: July 25, 2016

I, John Ettling, president of SUNY Plattsburgh, hereby certify the following:

- a.) we have provided a copy of the enclosed Campus Plan for Designation of Tax-Free NY Area, to the municipality or municipalities in which the proposed Tax-Free NY Area is 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; State University of New York's Policy on Conflict of Interest; and have attached copies of the policies and/or guidelines 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 have not displaced or eliminated any academic programs, any administrative programs, offices, housing facilities, dining facilities, athletic facilities, parking, or any other facility, space or program that actively serves students, faculty or staff in order to created vacant land or space to be designated as a Tax-Free NY Area; and
- f.) the information contained in the enclosed application is accurate and complete.


PRESIDENT'S SIGNATURE


DATE

Attachments/Enclosures:

- 1.) Tax-Free Area Plan with Polygon shapefile of campus area (if available) and/or point data of vacant space (if available), **OR** AutoCAD rendering of proposed tax-free area on a scaled campus map and/or campus map shaded to indicate building containing proposed tax-free space
- 2.) Excel spreadsheet of property to be designated
- 3.) Applicable conflict of interest policies
- 4.) Evidence of submission of Tax-Free Area Plan to interested parties

Plattsburgh

STATE UNIVERSITY OF NEW YORK

STARTUP NY Campus Plan

2016



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

Campus Name: **SUNY Plattsburgh**
Campus Contact Name: **Keith Tyo**
Campus Contact Title: : **Chief of Staff**
Campus Contact E-mail: **tyokd@plattsburgh.edu**
Campus Contact Phone: **518.564.3930**

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:

Name: **SUNY Plattsburgh**
Campus Address: **101 Broad Street, Plattsburgh, NY 12901**

Address(es) of Proposed Tax-Free NY Area(s) :

- A. Redcay Hall, Building #15, 46 Beekman Street, Plattsburgh, NY 12901
- B. 641 Ridge Road, Chazy, NY 12921
- C. 641 Ridge Road, Chazy, NY 12921
- D. 641 Ridge Road, Chazy, NY 12921
- E. 641 Ridge Road, Chazy, NY 12921
- F. 641 Ridge Road, Chazy, NY 12921
- G. 641 Ridge Road, Chazy, NY 12921

Description of Physical Characteristics of Proposed Tax-Free NY Area(s):

- A. Redcay Hall is a 41,000 square foot red brick building permanently houses offices and classrooms for the anthropology, sociology and criminal justice faculty. The second floor, which has 29 offices, a classroom, two conference rooms, two storage rooms and three common areas, would be used for businesses in the START-UP NY program. These designated spaces are currently vacant. There is 7,921 sq. ft. of useable space on the second floor. The building is ADA-compliant and equipped with an elevator.
- B. 93,285 sf of space in Building #1 of the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY. The tenant-ready space in this ultramodern building is available for office, manufacturing, and research opportunities and is currently vacant. (On campus per affiliation agreement/MOU with Northstar 41 LLC and Clinton County Industrial Development Agency.)
- C. 179,347 sf of space in Building #2 of the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY. The tenant-ready space in this ultramodern building is available for office, manufacturing, and research opportunities and is currently vacant. (On campus per affiliation agreement/MOU with Northstar 41 LLC and Clinton County Industrial Development Agency.)

- D. 10,480 sf of space in Building #4 of the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY. The tenant-ready space in this building is suitable for light manufacturing and/or office space and is currently vacant. (On campus per affiliation agreement/MOU with Northstar 41 LLC and Clinton County Industrial Development Agency.)
- E. 14,685 sf of space in Building #5 of the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY. The tenant-ready space in this building is suitable for light manufacturing and is currently vacant. (On campus per affiliation agreement/MOU with Northstar 41 LLC and Clinton County Industrial Development Agency.)
- F. 742 sf of space in Building #6 of the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY. The tenant-ready space in this building is suitable for light manufacturing and is currently vacant. (On campus per affiliation agreement/MOU with Northstar 41 LLC and Clinton County Industrial Development Agency.)
- G. 35.7 acres at the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY. A relatively flat parcel with direct road frontage onto Ridge Road in the Town of Chazy. Adjacent to the William T. Miner Agricultural Institute, the parcel is construction-ready, currently vacant, and has access to electricity, water, waste water treatment and emergency power systems available at the former research facility. (On campus per affiliation agreement/MOU with Northstar 41 LLC and Clinton County Industrial Development Agency.)
- H. The total space designated as Tax-Free NY Area in the buildings at the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY, equates to 298,539 square feet.

2) The total square footage of the space and/or acreage of land proposed for designation as a Tax-Free NY Area is:

306,460 sf office/manufacturing space and 35.7 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.*

SUNY Plattsburgh is working with several economic development groups (North Country Chamber of Commerce, The Development Corporation, CITEC, Clinton County IDA, City of Plattsburgh Community Development Office, Empire State Development) to identify underutilized and vacant properties that could be designated Tax-Free NY Areas under START-UP NY in the City of Plattsburgh and Clinton County.

Plattsburgh International Airport, 42 Airport Road, Plattsburgh, NY – There are five buildings adjacent to the flight line at the Plattsburgh International Airport currently underutilized. They vary in size and use ranging from office space to light industrial. One of the buildings at 30,000 sq. ft. with two overhead cranes, 10 overhead doors, office space to meet needs of occupants. In addition to their location at the airport, all have access to natural gas and town water.

- 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.*

Plattsburgh International Airport, Plattsburgh, NY – five buildings, the largest building at 58,823 sq. ft., is a combination office and light industrial building while the smallest is 5,118 sq. ft. and suitable for offices or light industrial needs. The second largest facility, with just over 30,000 sq. ft., would be suitable for light industrial, warehousing, and transportation uses.

3) Provide a description of the type of business or businesses that may locate in the area identified in #1.

SUNY Plattsburgh would facilitate the location or expansion of businesses in Redcay Hall and at the Northstar Technology Center in Chazy, N.Y., that would be associated with:

- Computer information technology, programming, cyber security, mobile application development, three-dimensional gaming development
- Multimedia, graphic design and digital media production, on-line publications and social media
- Supply Chain Management Service
- Study of Canada (including business, government, culture, etc.)
- Environmental studies (primarily related to ecology, environmental science field and lab studies and research)

4) Provide a description of the campus academic mission, and explain how the businesses identified in #3 will align or further the academic mission of the university or college.

The Mission of SUNY Plattsburgh is to "...prepare students for academic, professional and personal success." We value, student-centered education; academic excellence; diverse people, experiences and ideas; environmental sustainability; and community and civic engagement as part of a student's success.

We would expect all businesses associated with SUNY Plattsburgh through the START-UP NY Program to build upon the skills (including reasoning, problem solving, ethical judgment and cooperative teamwork) students have acquired during their college career at SUNY Plattsburgh. We look to businesses to expand experiential learning – locally, nationally and internationally – for our students and provide collaborative research-related experiences for our faculty and staff.

More specifically, we would seek businesses that would provide our:

- Computer science majors with the opportunity to engage in research and development of "apps" for mobile devices, computers, appliances, etc.
- Chemistry, biology, and environmental science majors the prospect to develop applications and/or products for health and scientific research needs and work in laboratory or field settings.
- Communication, journalism and art majors with expanded opportunities to develop their expertise in the use of digital technology to create, manipulate, design and effectively communicate information via video, film, television, multimedia, and on-line digital platforms.
- Students with internships or jobs in:
 - Inventory, logistics and warehouse management (Supply Chain Management).

- Product development (marketing, entrepreneurship, computer science and/or science majors).
- Medical research facility operations (all sciences).

We would also seek businesses and/or leaders to:

- Provide opportunities for faculty to consult with the businesses
- Serve on advisory boards at the college
- Serve as guest speakers in classes and panel presentations
- Sponsor student competitions
- Sponsor student scholarship opportunities
- Provide expertise in an advisory role with the Center for the Study of Canada and the Institute on Quebec Studies about politics in Canada and Quebec Provincial government as well as operating in the Canadian business environment.

Other College Initiatives

SUNY Plattsburgh has joined with the other eight public & private colleges and two research facilities in the North Country region to form the Higher Education and Research Development (HEARD) Consortium. It was originally started as a working group under the North Country Regional Economic Development Council to design and implement incentives for collaborative research and entrepreneurial activity among the colleges. HEARD and its members will play an important role in the development of START-UP NY and expansion of businesses in upstate NY.

SUNY Plattsburgh and Clinton Community College have a long-term cooperative relationship to educate students, provide an easy transition from the two-year community college to the four-year SUNY institution and provide a trained and ready regional workforce. The two institutions, in conjunction with Clarkson University, are collaborating on academic programming for the Institute for Advanced Manufacturing, which is expected to open in August 2016 at Clinton Community College: We also will continue to improve agreements, develop new programs and work together where possible to bring new and expanding businesses to the North Country that will benefit students at both institutions (SUNY Plattsburgh, Clinton Community College) as well as opportunities for gainful employment by our alumni after graduation from one or both of the colleges.

Clarkson University and its Peyton Hall Incubator are administering a \$250,000 Innovation Hot Spot award to advance technology transfer and support all aspects of start-ups and expansion in New York State's North Country. The North Country is one of only five New York State Regional Economic Development Councils that was awarded a Hot Spot through New York State Governor Andrew M. Cuomo's Regional Economic Development Council initiative.

The North Country's Hot Spot seeks existing talent and enable infrastructure to grow around it. The model utilizes a hub and spoke approach that will leverage the SUNY schools (including SUNY Plattsburgh), community colleges, and independent colleges and universities throughout the region, in addition to economic development partners, to maximize its footprint and impact to local entrepreneurs in their own communities.

Clarkson University serves as the hub with external offices strategically located in Massena, Plattsburgh, Watertown, Ogdensburg and Saranac Lake. The Hot Spot is located in each of these

locations one day of the week, enabling entrepreneurs and potential entrepreneurs to get support. The focus of the North Country Hot Spot model is to identify, vet, and train entrepreneurs and innovators through existing programs to then be established in their communities of origin. Those businesses that are able to successfully get off the ground will be eligible for the START-UP NY program. SUNY Plattsburgh, through the START-UP NY program, will assist in the effort to cultivate those businesses receiving support through Clarkson University's Innovation Hot Spot.

5) Provide a description of how participation by these types of businesses in the START-UP NY Program will generate positive community and economic benefits:

SUNY Plattsburgh is part of the economic and cultural fabric of Clinton County. The estimated total economic impact of SUNY Plattsburgh on the area's economy in fiscal year 2010-2011 was more than \$203 million. SUNY Plattsburgh also created or sustained approximately 2,280 jobs in the area as the result of operations (including the direct employment of 1,729 individuals that service or benefit directly from the mission of the college).

Business development through START-UP NY would provide another avenue for SUNY Plattsburgh to assist growth in the local community. With 7,921 square feet of vacant space in Redcay Hall allocated for START-UP NY, Redcay may seem a perfect fit for businesses initially requiring just office space. We would expect increased employment for local residents and increased opportunities for internships, vocational training, and experiential learning for undergraduate and graduate study in new programs not currently found nearby. Faculty research and class projects with these businesses could be a positive assistance for the individual companies. We would encourage the hiring of recent graduates as these new businesses grow under START-UP NY encouraging alumni to remain in the local community. They could engage in the cultural and civic duties of the City of Plattsburgh and Clinton County and serve as a connection between the campus and the community-at-large.

In nearby Chazy, N.Y., the vast Northstar Technology Center, at 641 Ridge Road, Chazy, N.Y., is available for development. Through a new three-way affiliation agreement/MOU with Northstar 41, LLC, and the Clinton County Industrial Development Agency, the amount of covered space in six buildings at the sprawling former Pfizer Pharmaceuticals research and development facility offers potential businesses a total of 298,539 square feet. Additionally, 35.7 acres of vacant land at the technology center, which will be designated as a Tax Free NY area, is construction ready with access to existing electricity, water, sewer and emergency power systems.

This facility offers businesses space for research, manufacturing, nanotechnology, biotech and life science, and photonics to name a few. New businesses, particularly from the Province of Quebec, could establish a foothold in upstate New York while helping to diversify the local economy and provide greater opportunities within this region. SUNY Plattsburgh will also collaborate with Clinton Community College, Miner Institute, and the Northstar facility's owners to spur renewed economic growth in Chazy through private companies in that rural community north of Plattsburgh.

According to the North Country Chamber of Commerce, more than 180 companies from the Province of Quebec have expanded into the greater Plattsburgh area. Several of them are major employers in the Plattsburgh area in aerospace industry, medical device manufacturing, plastic technologies, and transportation equipment manufacturing and assembly. They have been very successful in landing substantial contracts that will employ workers through 2016.

The North Country Regional Economic Development Council has reported the colleges and universities in the seven-county region have made great strides in collaborating on projects since 2011. In its 2014 Progress Report, the council stated, "The North Country's institutions of higher education and research/development will review and implement incentives for collaborative project, research, and entrepreneurial activity among and between colleges and universities. Foster development of small business and entrepreneurial activities."

The START-UP NY program is adding new jobs and companies to the regional economy while generating new educational opportunities for students seeking internships in the local economy. It will have positive community and economic benefits for the local region.

- 6) **Provide a description of the process the Sponsor (campus) will follow to select participating businesses. The description should identify the membership of any group or committee that may make recommendations, the final decision-maker, and the criteria that will be used to make decisions. This group or committee must include representation from faculty governance.**

SUNY Plattsburgh markets the START-UP NY program to specific vendors and suppliers to the college. We also advise our faculty, staff, students, and alumni through various media about the program and the benefits available to individual companies, the college, students and the community at large.

SUNY Plattsburgh works effectively with the economic development specialists in the local community (The Development Corporation, North Country Chamber of Commerce, CITEC, Clinton County IDA, Empire State Development, etc.) to identify potential businesses that would benefit from START-UP NY, diversify the local economy and would cooperate with the college to support its academic mission. FYI: Most of the initial inquiries through Empire State Development and these local economic development specialists have been from established businesses in Quebec, Canada, seeking to establish a presence in the U.S.

Businesses that express interest in START-UP NY via the website are initially reviewed by ESD to determine eligibility in the program. If deemed "eligible", the company information, including contact information, is forwarded to the Campus Coordinator at SUNY Plattsburgh. Businesses or other local economic development groups can also contact the Campus Coordinator to discuss eligibility under START-UP NY.

The Campus Coordinator discusses possible opportunities for collaboration between the college and eligible businesses. Further discussions may include any number of individuals including (but not limited to): President, Provost, vice presidents for Administration, Institutional Advancement, and Student Affairs, director of Sponsored Research, dean(s), chair(s) as well as faculty of various departments.

If an initial assessment is positive, then the business is asked to submit a formal START-UP NY Business Application. The Campus Coordinator will then establish an advisory committee to review applications.

The Advisory Committee is composed of:

- Campus Coordinator
- Director, Small Business Development Center
- Chair, Faculty-Senate (or designee)
- President, Student Association (or designee)
- Director, Sponsored Programs
- Dean of the respective academic division
- Chair of the respective academic department or program
- Representatives of two (2) local economic development agencies (appointed by the College President)

The committee reviews the application against such criteria as:

A. Academic and Research Alignment

- Does the business further the academic mission of the college?
- Is the business in an industry aligned with current and/or developing college majors and programs, academic research, scholarly, and creative activity?
- Does the business provide experiential learning and workforce opportunities (e.g., internships, fellowships, full-time jobs) for students and graduates?
- Does the business provide areas for partnership/advancement for faculty and students?
- Will the business provide access to research instrumentation, tools, and/or equipment necessary to advance the academic and research mission of the college?
- Will the business fund scholarships, campus facilities or other academic services or amenities?
- Will the business and/or its employees contribute to instruction or provide student mentoring?
- Does the business offer the use of company resources, intellectual property or expertise to support the academic mission?

B. Economic Benefit

- How many net new jobs will be created?
- Is the business viable in both the short- and long-term?
- Will the business attract private financial investment?
- Does the business plan to make capital investments (e.g., renovation, new construction)?
- Are the new jobs in critical areas of the economy?
- How will the college financially benefit from the terms of the lease?
- What are the space and other need requirements for the business from the campus?

C. Community Benefits

- Does the business have the support of one or more municipal or community entities?
- Is the business recruiting employees from the local workforce?
- Will the business rely on suppliers within the local and regional economy?

The advisory committee submits its recommendation to the President's Cabinet of one of the following with explanation:

- Business **aligns with or furthers the academic mission** of the campus
- Business has **potential for aligning** with or furthering the academic mission of the campus. The application should be resubmitted.
- Business has **not demonstrated** sufficient alignment and is **not supported**.

The President's Cabinet decides if the business meets the eligibility criteria and whether its participation will be academically and economically beneficial to the campus and community. If approved by Cabinet, the college will forward the business application along with recommendation to the Commissioner of the Department of Economic Development for a final determination.

**THREE PARTY START-UP NY LEASE-LEASEBACK AND
AFFILIATION AGREEMENT**

THIS THREE PARTY START-UP NY LEASE-LEASEBACK AND AFFILIATION AGREEMENT (the "Agreement") dated as of April 29, 2016 (the "Effective Date") is by and among (A) THE STATE UNIVERSITY OF NEW YORK, an education corporation constituting an educational institution organized and existing under the laws of the State of New York having an office for the transaction of business located at State University Plaza, Albany, New York 12246 ("SUNY"), acting on behalf of the STATE UNIVERSITY OF NEW YORK COLLEGE AT PLATTSBURGH, also known as SUNY PLATTSBURGH, an education corporation constituting an educational institution organized and existing under the laws of the State of New York having an office for the transaction of business located at 101 Broad St, Plattsburgh, New York 12901 (the "College"), (B) COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY, a body corporate and politic constituting a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 190 Banker Road, Suite 500, Plattsburgh, New York 12901 (the "Agency"), and (C) NORTHSTAR 41 LLC, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 1 Lincoln Boulevard, Rouses Point, New York 12979 ("Northstar"). Terms herein may be used before being defined.

WITNESSETH:

WHEREAS, the New York State Legislature has determined that, in order 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 in the State 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" (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 the 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 NY Program and has submitted to the Commissioner of Empire State Development (the "Commissioner") a plan entitled "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 as Tax-Free NY Areas under the START-UP NY Program; and

WHEREAS, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define the term "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, (A) Northstar owns an approximately 55.70 acre parcel of land located at 641 Ridge Road (Tax Map # 78.-1-13.1) in the Town of Chazy, Clinton County, New York (the “**Land**”), together with an existing approximately 386,000 square foot building located thereon (the “**Facility**”) and all other improvements now or hereafter located on said portion of the Land (collectively with the Land and the Facility, the “**Project Facility**”); (B) pursuant to a certain lease to agency dated as of February 1, 2014 (the “**Tax Lease to Agency**”) by and between Northstar, as landlord, and the Agency, as tenant, Northstar has leased to the Agency a portion of the Project Facility (the “**Tax Lease Project Facility**”) for a lease term ending no later than December 31, 2024; (C) pursuant to a certain lease agreement dated as of February 1, 2014 (the “**Tax Lease Back to Northstar**”) between the Agency, as sub-landlord and Northstar, as sub-tenant, the Agency leased the Tax Lease Project Facility back to Northstar for a lease term ending on no later than December 31, 2024; (D) pursuant to a payment in lieu of tax agreement dated as of February 1, 2014 (the “**Tax Lease Payment in Lieu of Tax Agreement**”) by and between the Agency and Northstar, Northstar has agreed to pay certain payments in lieu of taxes with respect to the Tax Lease Project Facility; and (E) the Agency has filed with the town assessor of the Town of Chazy a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Tax Lease Project Facility under Section 412-a of the Real Property Tax Law) (the “**Real Property Tax Exemption Form**”) relating to the Tax Lease Project Facility and the Tax Lease Payment in Lieu of Tax Agreement; and

WHEREAS, in order to qualify the portion of the Project Facility which is envisaged to be part of the College’s campus for START-UP NY Program purposes (the “**START-UP NY Project Facility**”) for designation as a Tax-Free NY Area under the START-UP NY Program, (A) Northstar proposes to sub-sub-lease the START-UP NY Project Facility to the Agency pursuant to the terms of Section 4 of this Agreement (the “**Program Lease to Agency**”), and (B) the Agency will sub-sub-lease the START-UP NY Project Facility back to Northstar pursuant to the terms of Section 5 of this Agreement (the “**Program Lease Back to Northstar**”); and

WHEREAS, SUNY has indicated to the Agency that, by execution of this Agreement, SUNY and the Agency will be deemed to be “**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;

WHEREAS, SUNY has indicated to the Agency that, with respect to purposes and objectives of the Agency and Northstar with respect to the START-UP NY Project Facility as set forth in this Agreement, such mission, purposes and objectives of the Agency and Northstar are aligned with the academic mission of the College as are set forth in greater detail in the College Plan ~~[approved]~~ [to be approved] by the Commissioner; and

WHEREAS, as public entities formed under New York State Law, SUNY and the Agency desire to work together with respect to the START-UP NY Project Facility to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY Program with respect to the START-UP NY Project Facility as set forth in this Agreement, and desire, together with Northstar, 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 the START-UP NY Project Facility shall be eligible as a Tax-Free NY Area;

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

Section 1. SUNY and College Affirmations.

SUNY and the College hereby affirm the following:

(a) SUNY and the College are interested in the START-UP NY Program, and are committed to its goals of transforming higher education to create tax-free communities across the State to attract high-tech businesses, startup companies, venture capital, new business and investments from across the world.

(b) In order to assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State, SUNY and the College each intend to participate in the START-UP NY Program by becoming a "Sponsor", as defined in the Regulations.

(c) The College's academic mission is as described in the College Plan (the "Academic Mission").

(d) The START-UP NY Program will align with the College's Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students.

(e) Upon execution and delivery of this Agreement, the Agency will be deemed to be "affiliated" with the College consistent with Section 220.2(b) of the Regulations and the START-UP NY Project Facility will be part of the College's campus for purposes of Section 220.2(f) of the Regulations.

(f) The College hereby acknowledges Northstar's interest expressed in Section 3(b) of this Agreement in acting as a partner collaborating with the College and the Agency to create a Tax-Free NY Area or zone (a "START-UP NY Zone") involving the START-UP NY Project Facility, and hereby identifies Northstar as a partner collaborating with the College and the Agency to create such START-UP NY Zone. The College will sponsor businesses eligible for the START-UP NY Program into the START-UP NY Zone for use and occupancy of the START-UP NY Project Facility.

Section 2. Agency Affirmations.

The Agency hereby affirms the following:

(a) The Agency is a body corporate and politic constituting a public benefit corporation organized and existing under the provisions of Chapter 225 of the Laws of 1971 of the State, as amended to date (the "Special Act"). Pursuant to the provisions of the Special Act, to the extent not inconsistent with the Special Act, the Agency has the powers and duties set forth in Title 1 of Article 18 A of the General Municipal Law of the State of New York (the "Enabling Act") (the Special Act and the Enabling Act being collectively referred to as the "Agency Act"), which empowers the Agency, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living.

(b) The Agency is interested in the START-UP NY Program and, with respect to the START-UP NY Project Facility as set forth in this Agreement, is committed to its goals of transforming higher education to create tax-free communities across the State to attract high-tech businesses, startup companies, venture capital, new business and investments from across the world.

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

(d) The Agency acknowledges SUNY's and the College's interest in and intent to participate in the START-UP NY Program by becoming a "Sponsor", as defined in the Regulations.

(e) With respect to the START-UP NY Project Facility as set forth in this Agreement, the Agency is further interested in assisting the College in aligning the START-UP NY Program with the College's Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students.

(f) The Agency acknowledges Northstar's interest expressed in Section 3(b) of this Agreement in acting as a partner collaborating with the College and the Agency to create a START-UP NY Zone involving the START-UP NY Project Facility, and, based upon Section 1(f) of this Agreement, the Agency hereby identifies Northstar as a partner collaborating with the College and the Agency to create such START-UP NY Zone.

Section 3. Northstar Affirmations.

Northstar hereby affirms the following:

(a) The Start-Up NY Project Facility is owned by Northstar.

(b) Northstar is interested in acting as a partner collaborating with the College and the Agency to create a START-UP NY Zone involving the START-UP NY Project Facility. Northstar understands that the College will sponsor businesses eligible for the START-UP NY Program into the START-UP NY Zone for use and occupancy of the START-UP NY Project Facility. With respect to the Start-Up NY Project Facility as set forth in this Agreement, Northstar is committed to partnering with the College to achieve the College's goals of transforming higher education to create tax-free communities across the State to attract high-tech businesses, startup companies, venture capital, new business and investments from across the world.

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

(d) Northstar acknowledges SUNY's and the College's interest in and intent to participate in the START-UP NY Program by becoming a "Sponsor", as defined in the Regulations.

(e) With respect to the START-UP NY Project Facility as set forth in this Agreement, Northstar is further interested in assisting the College in aligning the START-UP NY Program with the College's Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students.

Section 4. Program Lease to Agency.

(a) For and in consideration of the mutual covenants hereinafter contained, and subject to the Tax Lease to Agency and the Tax Lease Back to Northstar, Northstar hereby sub-sub-leases the START-UP NY Project Facility to the Agency for a term (the "Term") commencing as of the Effective Date and expiring on December 31, 2030, unless extended by written agreement signed by the Agency and Northstar or terminated as provided herein;

provided, however that, if at any time after December 31, 2020 there are no tenants in the START-UP NY Project Facility who are receiving benefits under the START-UP NY Program, then Northstar shall have the option to terminate the Program Lease to Agency upon exercise by Northstar of its option to terminate the Program Lease Back to Northstar contained in Section 5(a) of this Agreement.

(b) The START-UP NY Project Facility that is the subject of this Program Lease to Agency shall be the land or space in the Tax Lease Project Facility described from time to time in **Schedule 1** attached hereto. The parties may revise **Schedule 1** from time to time by written agreement.

(c) The rent payable by the Agency to Northstar under this Program Lease to Agency shall be one dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged by Northstar.

(d) So long as neither the Program Lease Back to Northstar nor Northstar's right of possession as lessee thereunder have been terminated by the Agency pursuant to Section 5 hereof, the Agency shall (1) hold and use the START-UP NY Project Facility only for lease to Northstar under the Program Lease Back to Northstar and (2) shall not sell or assign its rights under this Program Lease to Agency nor the leasehold estate hereby created, except as provided in the Program Lease Back to Northstar.

(e) Contemporaneously with the execution and delivery of this Program Lease to Agency, the Agency is entering into the Program Lease Back to Northstar, pursuant to which the Agency agrees to lease the START-UP NY Project Facility back to Northstar. Pursuant to the Program Lease Back to Northstar, Northstar, as tenant of the START-UP NY Project Facility under the Program Lease Back to Northstar, is required to perform all of the Agency's obligations under this Agreement, including all of its obligations under this Program Lease to Agency (including but not limited to Section 13(g) hereof). Accordingly, and notwithstanding anything to the contrary contained in this Agreement, Northstar shall not be entitled to declare a default under this Program Lease to Agency or exercise any rights or remedies hereunder if any asserted default by the Agency hereunder relates to a failure by Northstar, as tenant of the START-UP NY Project Facility under the Program Lease Back to Northstar, to perform its corresponding obligations under this Agreement, including all of its obligations under the Program Lease Back to Northstar.

(f) Notwithstanding the lease of the START-UP NY Project Facility by the Agency to Northstar pursuant to the Program Lease Back to Northstar, during the Term of this Agreement, there shall be no merger of this Agreement nor of the leasehold estate created by this Program Lease to Agency with the fee estate or any other leasehold estate in the START-UP NY Project Facility or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Agreement or the leasehold estate created by this Program Lease to Agency or any interest in this Agreement or in any such leasehold estate and (2) the fee estate or any other leasehold interest in the START-UP NY Project Facility or any part thereof or any interest in such fee estate or other leasehold estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Agreement or the leasehold estate created by this Program Lease to Agency and (y) the fee estate in the fee estate or any other leasehold interest in the START-UP NY Project Facility or any part thereof or any interest in such fee estate or other leasehold estate, shall join in a written instrument effecting such merger and shall duly record the same.

(g) If Northstar shall fail to perform any obligations of Northstar to the Agency under this Program Lease to Agency or the Program Lease Back to Northstar, the Agency may, at its option, terminate this Program Lease to Agency upon not less than sixty (60) days' prior written notice to Northstar and the College. If such notice is so given by the Agency, this Program Lease to Agency shall automatically terminate upon the date set forth in the notice without the necessity of any further actions or the filing or recording of any documents or instruments.

Nevertheless, the Agency may, but need not, record a Notice of the Cancellation of this Program Lease to Agency in the Clinton County Clerk's Office without the signature of Northstar to confirm the termination of this Program Lease to Agency.

(h) No new "financial assistance" (within the meaning of the Agency Act) is being granted or intended to be granted by the Agency to Northstar or to any tenant of the START-UP NY Project Facility pursuant to, or as a result of, the execution and delivery of this Agreement or otherwise as a result of this Agreement. The sole purpose of this Agreement is to collaborate with the College and Northstar to create a START-UP NY Zone with respect to the START-UP NY Project Facility.

Section 5. Program Lease Back to Northstar.

(a) For and in consideration of the mutual covenants hereinafter contained, and subject to the Tax Lease to Agency and the Tax Lease Back to Northstar, the Agency hereby sub-sub-leases the START-UP NY Project Facility back to Northstar for the Term set forth in Section 4(a) of this Agreement, unless extended or terminated as provided herein; provided, however that if at any time after December 31, 2020 there are no tenants in the START-UP NY Project Facility who are receiving benefits under the START-UP NY Program and if all obligations of Northstar to the Agency under the Program Lease to Agency and this Program Lease Back to Northstar have been fully performed by Northstar, then Northstar shall have the option to terminate both this Program Lease to Agency prior to the end of the Term and the Program Lease to Agency by filing with the Agency a certificate signed by an Authorized Representative of Northstar stating Northstar's intention to do so pursuant to this Section 5(a).

(b) The START-UP NY Project Facility that is the subject of this Program Lease Back to Northstar shall be the land or space in the Tax Lease Project Facility described from time to time in **Schedule 1** attached hereto. The parties may revise **Schedule 1** from time to time by written agreement.

(c) The rent payable by Northstar to the Agency under this Program Lease Back to Northstar shall be one dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged by the Agency.

(d) Northstar hereby releases the Agency and its members, officers, agents (other than Northstar) and employees from, agrees that the Agency and its members, officers, agents (other than Northstar) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than Northstar) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of, or in connection with, this Agreement and/or the Start-Up NY Project Facility, including, but not limited to, (1) liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Start-Up NY Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Start-Up NY Project Facility, (2) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installing, owning, leasing or selling the Start-Up NY Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Start-Up NY Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Agreement or the enforcement of or defense of validity of any provision of this Agreement, and (3) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than Northstar) or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than Northstar) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability. Notwithstanding any other provisions of this Agreement, the obligations of Northstar pursuant to this Section 5(d) shall remain in full force and effect after the termination of this Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than Northstar) or employees, relating thereto.

(e) Notwithstanding the granting of the leasehold interest created by the Program Lease to Agency in the Start-Up NY Project Facility to the Agency pursuant to the Program Lease to Agency, Northstar agrees, in consideration of the undertakings of the Agency set forth herein, that Northstar will be and remain solely liable under this Agreement (including the Program Lease to Agency) for the performance of all covenants, agreements, obligations and duties of the Agency as tenant under this Agreement (including the Program Lease to Agency), including but not limited to the making of all rental and other payments thereunder and compliance with all of the other terms hereof, and Northstar will perform all of the covenants, agreements and obligations of the Agency under this Agreement (including the Program Lease to Agency), at no expense to the Agency, in consideration of the execution and delivery by the Agency of this Agreement.

(f) Northstar shall, on behalf of the Agency, (1) pay all rents, additional rents and other sums required to be paid by the Agency as tenant under and pursuant to the provisions of the Program Lease to Agency and (2) diligently perform and observe all of the terms, covenants and conditions of the Program Lease to Agency on the part of the Agency, as tenant thereunder, to be performed and observed under the Program Lease to Agency, unless such performance or observance shall be waived or not required in writing by the landlord under the Program Lease to Agency, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Agency, as tenant, under the Program Lease to Agency, (3) pay all sums required to be paid by the Agency under and pursuant to the provisions of this Agreement and (4) diligently perform and observe all of the terms, covenants and conditions of this Agreement on the part of the Agency to be performed and observed under this Agreement, unless such performance or observance shall be waived or not required in writing by SUNY under this Agreement.

(g) Except for subleases of portions of the Start-Up NY Project Facility entered into by Northstar in the ordinary course of business and in compliance with the terms of this Agreement and as otherwise provided herein, Northstar may not sell, lease, transfer, convey or otherwise dispose of the Start-Up NY Project Facility or any part thereof without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed; provided, however, that the prior written consent of the Agency shall not be required when Northstar proposes to sublease a portion of the Start-Up NY Project Facility in the ordinary course of business and such sublease is consistent with this Agreement and the provisions of the Agency Act.

(h) During the Term of this Agreement, there shall be no merger of this Agreement nor of the leasehold estate created by this Program Lease Back to Northstar with the fee estate or any other leasehold estate in the Start-Up NY Project Facility or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Agreement or the leasehold estate created by this Program Lease Back to Northstar or any interest in this Agreement or in any such leasehold estate and (2) the fee estate or any other leasehold interest in the Start-Up NY Project Facility or any part thereof or any interest in such fee estate or other leasehold estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in

(i) this Agreement or the leasehold estate created by this Program Lease Back to Northstar and (ii) the fee estate in the fee estate or any other leasehold interest in the Start-Up NY Project Facility or any part thereof or any interest in such fee estate or other leasehold estate, shall join in a written instrument effecting such merger and shall duly record the same.

Section 6. Term of this Agreement; Termination.

(a) Except as otherwise provided herein, this Agreement shall commence as of the Effective Date and shall expire at the end of the Term.

(b) Notwithstanding the foregoing, SUNY may, on thirty days' written notice to Northstar and the Agency, terminate this Agreement, in whole or in part, to the extent that ~~Northstar~~ or any other occupant of the Start-Up NY Project Facility that has been granted benefits under the Start-Up NY Program is thereafter removed from the Start-Up NY Program by the Commissioner pursuant to the Regulations.

(c) In addition, notwithstanding the foregoing, SUNY may terminate this Agreement on thirty days' written notice to Northstar and the Agency, if such termination does not terminate the benefits received by ~~Northstar~~ or any other occupant of the Start-Up NY Project Facility that has been granted benefits under the Start-Up NY Program.

Section 7. Premises.

The Start-Up NY Project Facility that is the subject of this Agreement shall be the land or space in the Tax Lease Project Facility described from time to time in **Schedule 1** attached hereto. The parties may revise **Schedule 1** from time to time by written agreement.

Section 8. Use of Premises; Affiliation.

(a) During the Term of this Agreement, the Agency, Northstar and the College shall, consistent with the College Plan, cooperate to ensure that the designation of the Start-Up NY Project Facility as a Tax-Free NY Area sponsored by SUNY for the College may be maintained. The parties intend, and Northstar agrees, that the Start-Up NY Project Facility 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 it is the intention of this Agreement that, with respect to the Start-Up NY Project Facility as set forth in this Agreement, the Agency be "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Start-Up NY Project Facility be part of the College's campus for purposes of Section 220.2(f) of the Regulations.

Section 9. Responsibilities relating to Tenants and the Management of the Premises.

(a) Pursuant to Sections 1(f) and 2(f) above, the College and the Agency have identified Northstar as a partner collaborating with the College and the Agency to create a Tax-Free NY Area or zone (a "START-UP NY Zone").

(b) Notwithstanding any other terms of this Agreement, Northstar shall be solely responsible in all respects for the management, maintenance and operation of the Start-Up NY Project Facility, including, without limitation: negotiating and entering into leases, licenses, permits and the like (collectively, "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. Northstar shall publicly advertise and market the Premises. SUNY shall have no obligation to perform or bear the cost of any of the foregoing.

(c) Neither Northstar nor the Agency shall have the authority to execute any instruments, agreements, or other documents on behalf of SUNY or the College, or otherwise bind SUNY or the College, except with the prior written consent of SUNY and the College.

(d) Rent and other amounts collected by or on behalf of Northstar under any Program Lease (collectively, "**Program Rent**") shall be retained by Northstar except that Northstar and the College may decide to enter into revenue sharing arrangements. Northstar and the Agency 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, Northstar may, in its discretion, continue to lease the Start-Up NY Project Facility 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, Northstar shall, following SUNY's request, cooperate with SUNY to identify replacement space in the Start-Up NY Project Facility for the Start-Up NY Program.

(f) Northstar may utilize any vacant space in the Project Facility whether or not it is committed to the START-UP NY Program in the Campus Plan for any purpose whatsoever, at its sole and absolute discretion prior to and following the occupancy of the space by an approved STARTUP NY business. Campus Plan amendment is not required in advance.

(g) SUNY shall have no liability to Northstar or the Agency or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, Northstar 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.

Section 10. Insurance.

(a) Northstar 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 and a \$10,000,000.00 umbrella coverage, naming both the Agency and the State University of New York, as additional insureds.

(b) Northstar further agrees to send to the Agency contact and to the College Campus designee cited in Section 12 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming the Agency and the College as additional insureds, within five (5) business days.

Section 11. 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. The parties may revise **Exhibit B** from time to time by written agreement.

(b) Northstar and the Agency shall reasonably assist SUNY with amending any Campus Plans to include any property constituting part of the Start-Up NY Project Facility, 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 use their best efforts to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this Agreement.

(d) With respect to the Start-Up NY Project Facility as set forth in this Agreement, Northstar shall comply with SUNY's conflict of interest policy relating to the Start-Up NY Program. The applicable College Conflict of Interest policy or guidelines is incorporated by reference as **Exhibit C** to this Agreement. The parties may revise **Exhibit C** from time to time by written agreement.

Section 12. Notices.

Each written notice, demand, approval or request by Northstar, SUNY or the Agency 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 the Agency at the following address:

County of Clinton Industrial Development Agency
190 Banker Road, Suite 500
Plattsburgh, New York 12901
Attention: Chairman

with a copy to:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: George W. Cregg, Jr., Esq.

(c) to Northstar at the following address:

Northstar 41 LLC
1 Lincoln Boulevard
Rouses Point, New York 12979
Attention: Victor Podd

with a copy to:

O'Connell & Aronowitz
206 West Bay Plaza
Plattsburgh, New York 12901
Attention: William Favreau, Esq.

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.

Section 13. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of SUNY, Northstar and the Agency and their respective successors and assigns.

(b) This Agreement shall be governed and construed in accordance with the laws of the State 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 the State of New York, 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 any party may seek legal or equitable redress.

(d) In carrying out this Agreement, Northstar shall comply with all applicable laws, including, without limitation, the Act, the Agency 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, no party to this Agreement 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. Notwithstanding the foregoing, **Exhibit A** shall not apply to any premises or project of the Agency, excepting this Agreement and the Start-Up NY Project Facility.

(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 this Agreement, unless it prevents accomplishment of the objectives and purposes of this Agreement, which determination shall be submitted as a dispute under Section 13(c) herein.

Section 14. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than Northstar) or employee of the Agency in his individual capacity, and the members, officers, agents (other than Northstar) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby.

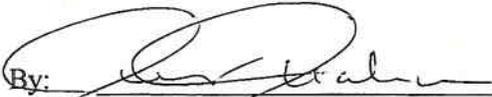
(b) The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Clinton County, New York, and neither the State of New York nor Clinton County, New York shall be liable hereon or thereon and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Start-Up NY Project Facility.

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten [10] days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than Northstar) or employees shall be subject to potential liability, the party seeking such order or decree shall (i) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than Northstar) and employees against any liability incurred as a result of its compliance with such demand, and (ii) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than Northstar) and employees against all liability expected to be incurred as a result of compliance with such request.

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

County Of Clinton Industrial
Development Agency

The State University of New York
on behalf of the State University of New York College at
Plattsburgh, a/k/a SUNY Plattsburgh

By: 
Name: Trent Trahan
Title: Chair person

By: 
Name: Sean Dermody
Title: Director of Management Services

Northstar 41 LLC

By: 
Name: STEPHEN POON
Title: DIRECTOR.

SCHEDULE 1

DESCRIPTION OF THE START-UP NY PROJECT FACILITY

The Northstar Technology Center is located at 641 Ridge Road, in the Town of Chazy, NY, Clinton County (tax map # 78.-1-13.1) on a 55.7 acre parcel of land, which includes approximately 386,000 square footage of buildings located thereon. A portion of the Technology Center will be designated a Tax-Free Area (on-campus space) in relation to the START-UP NY Campus Plan for SUNY Plattsburgh due to a three-way affiliation agreement/MOU with Northstar 41 LLC, The State University of New York and the County of Clinton Industrial Development Agency.

The facility was last used for research and development by Pfizer Pharmaceuticals until it was closed in 2010. When operational, the R&D facility provided space for offices, research labs, a vivarium for animal testing, conference and meeting rooms and auditoriums. The technology center consist of eight buildings in total of which have a variety of uses, and has potential for office, manufacturing, research, archives and much more.

Description of space available:

- Acreage – 35.7 acres of relatively flat land will be designated Tax-Free Area. It has direct road frontage onto Ridge Road in the Town of Chazy. Adjacent to the William T. Miner Agricultural Institute, the parcel is construction-ready, currently vacant, and has access to electricity, water, waste water treatment and emergency power systems available at the former research facility. On campus per affiliation agreement/MOU with Northstar 41 LLC and Clinton County Industrial Development Agency.)
- Building 1 – 93,285 sf of space will be designated Tax-Free Area. It is available for office, manufacturing, and research opportunities and is currently vacant.
- Building 2 – 179,347 sf of space will be designated Tax-Free Area. It is available for office, manufacturing, and research opportunities and is currently vacant.
- Building 4 – 10,480 sf of space will be designated Tax-Free Area. It is suitable for light manufacturing and/or office space and is currently vacant.
- Building 5 – 14,685 sf of space will be designated Tax-Free Area. It is suitable for light manufacturing and/or office space and is currently vacant.
- Building 6 – 742 sf of space will be designated Tax-Free Area. It is suitable for light manufacturing and/or office space and is currently vacant.
- The total space designated as Tax-Free NY Area in the buildings at the Northstar Technology Center, located at 641 Ridge Road, Chazy, NY, equates to 298,539 square feet.

EXHIBIT A

STANDARD CLAUSES FOR STATE UNIVERSITY OF NEW YORK

EXHIBIT B
CAMPUS PLAN

EXHIBIT C

SUNY PLATTSBURGH CONFLICT OF INTEREST POLICY

 <p>Category: HR / Labor Relations Legal and Compliance</p> <p>Responsible Office: University Counsel</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.

 <p>Category: Academic Affairs Community Colleges Legal and Compliance Research</p> <p>Responsible Office: Academic Affairs</p>	<p>Policy Title: 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 21st 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 31st 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.

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.

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.

Procedures

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

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](#)

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](#)

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.

Appendices

There are no appendices relevant to this policy.

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 state 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 has gained 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 to 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.



SUNY Plattsburgh START-UP NY ESCD Property Designation Spreadsheet
May 17, 2016

Location	Unique ID	Owner	Property Type	Street Address	City	Zip Code	Parcel ID	Building	Space Type	SqFt	Acres	Description	On-Campus	Within 1 mile of Campus	Latitude	Longitude	Note
City of Plattsburgh	SU-111-1-B-00015-102-A	SUNY Plattsburgh	1	46 Beckman St.	Plattsburgh	12901	15	Redcay Hall	C	7,921	N/A	General Office Space, Second Floor	Yes	N/A	44.697	-73.466	On-campus office and classroom space with large common area located on the second floor of an academic building in city of Plattsburgh.
Town of Chazy	SU-111-1-B-00001-001-A	Northstar Technology Center	1	641 Ridge Road	Chazy	12921	78-1-13.1	Building 1	A	99,285	N/A	Tenant-ready space in ultramodern building available for office, manufacturing, warehouse and research.	Yes	N/A	44.53	-73.29	MOU in place making this "On campus" space. Building is part of a former research facility and includes own emergency power systems, water and sewage treatment facilities, redundant electrical service and high end networking/data systems.
Town of Chazy	SU-111-1-B-00002-001-A	Northstar Technology Center	1	641 Ridge Road	Chazy	12921	78-1-13.1	Building 2	A	179,347	N/A	Tenant-ready space in ultramodern building available for office, manufacturing, warehouse and research activities.	Yes	N/A	44.53	-73.29	MOU in place making this "On campus" space. Building is part of a former research facility and includes own emergency power systems, water and sewage treatment facilities, redundant electrical service and high end networking/data systems.
Town of Chazy	SU-111-1-B-00004-001-A	Northstar Technology Center	1	641 Ridge Road	Chazy	12921	78-1-13.1	Building 4	C	10,480	N/A	Tenant-ready space for light manufacturing and/or office use	Yes	N/A	44.53	-73.29	MOU in place making this "On campus" space. The building was formerly used for storage as part of a former research facility, which includes own emergency power systems, water and sewage treatment facilities, redundant electrical service and high end networking/data systems.
Town of Chazy	SU-111-1-B-00005-001-A	Northstar Technology Center	1	641 Ridge Road	Chazy	12921	78-1-13.1	Building 5	A	14,685	N/A	Tenant-ready space suitable for light manufacturing.	Yes	N/A	44.53	-73.29	MOU in place making this "On campus" space. Building was previously used for buildings and grounds storage as part of a former research facility.
Town of Chazy	SU-111-1-B-00006-001-A	Northstar Technology Center	1	641 Ridge Road	Chazy	12921	78-1-13.1	Building 6	A	742	N/A	Tenant-ready space suitable for light manufacturing.	Yes	N/A	44.53	-73.29	MOU in place making this "On campus" space. Building was previously used for archival of records as part of a former research facility. The building includes has its own controlled environment (HEPA and HVAC) systems.
Town of Chazy	SU-111-1-L-00000-000-L	Northstar Technology Center	1	641 Ridge Road	Chazy	12921	78-1-13.1	N/A	D	N/A	35.7	Construction-ready parcel with direct road frontage.	Yes	N/A	44.53	-73.29	MOU in place making this "On campus" space. Vacant land, part of a former research facility, is suitable for new construction. Facilities can be tied into existing facility's electrical service, waste water treatment and emergency power systems.

** A=entire 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

* 1= on campus
2= 1 mile off campus
3= State Asset

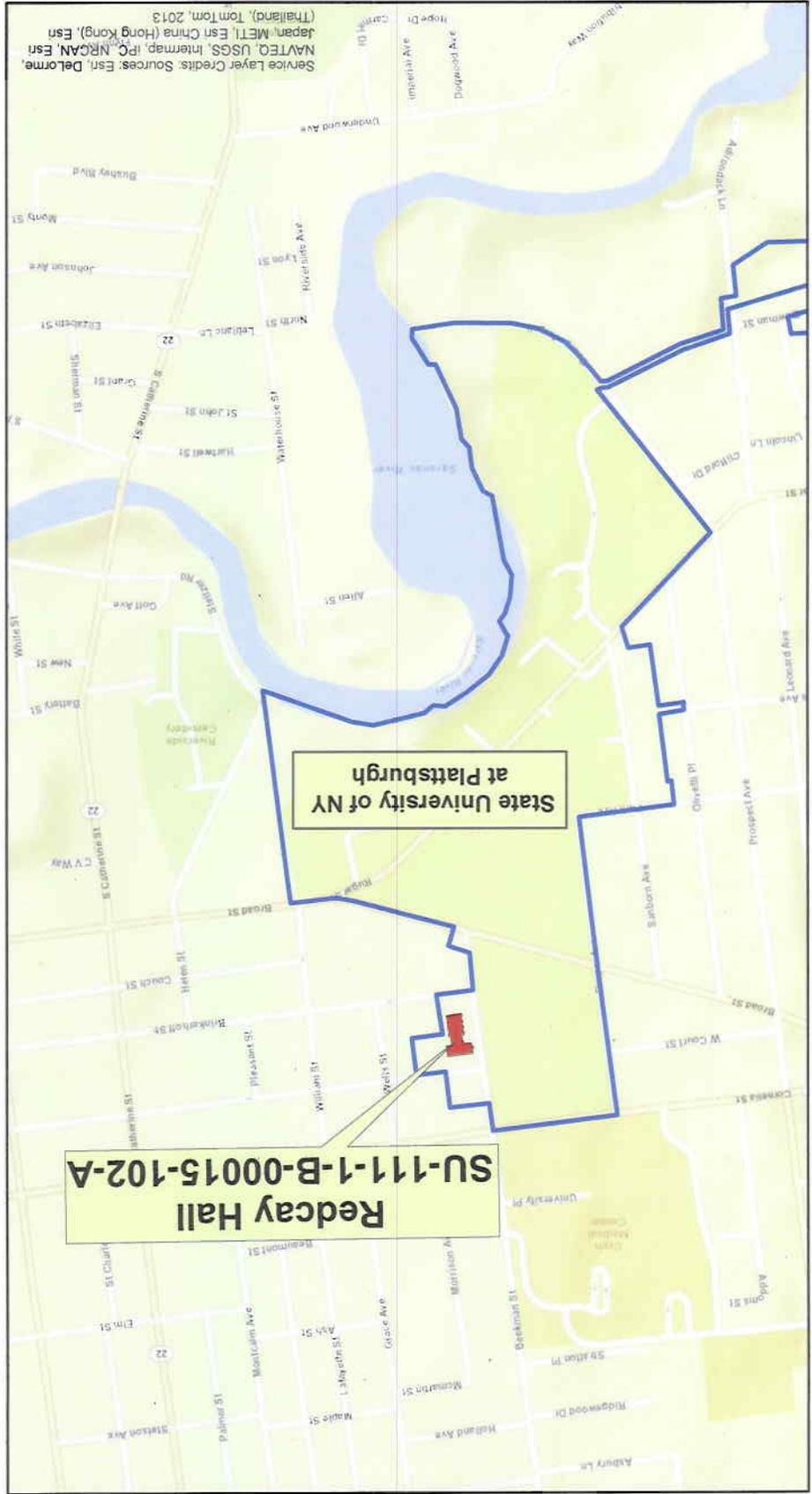
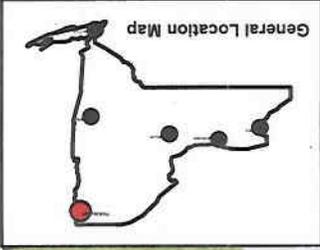
Plattsburgh

STATE UNIVERSITY OF NEW YORK

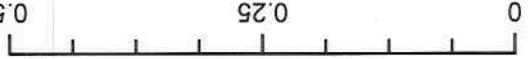
Redcay Hall, Main Campus
 64 Beekman St., Plattsburgh, NY 12901
SU-111-1-B-00015-102-A

Map 1: Redcay Hall Site
 7,921 sq. feet available space

□ Main Campus Boundary



Site Location: 44.697 Latitude, -73.466 Longitude



Plattsburgh

STATE UNIVERSITY OF NEW YORK

Redcay Hall, Main Campus

64 Beekman St., Plattsburgh, NY 12901

SU-111-1-B-00015-102-A

Map 2: Redcay Hall,
Second Floor

Start-UP NY space
Not available

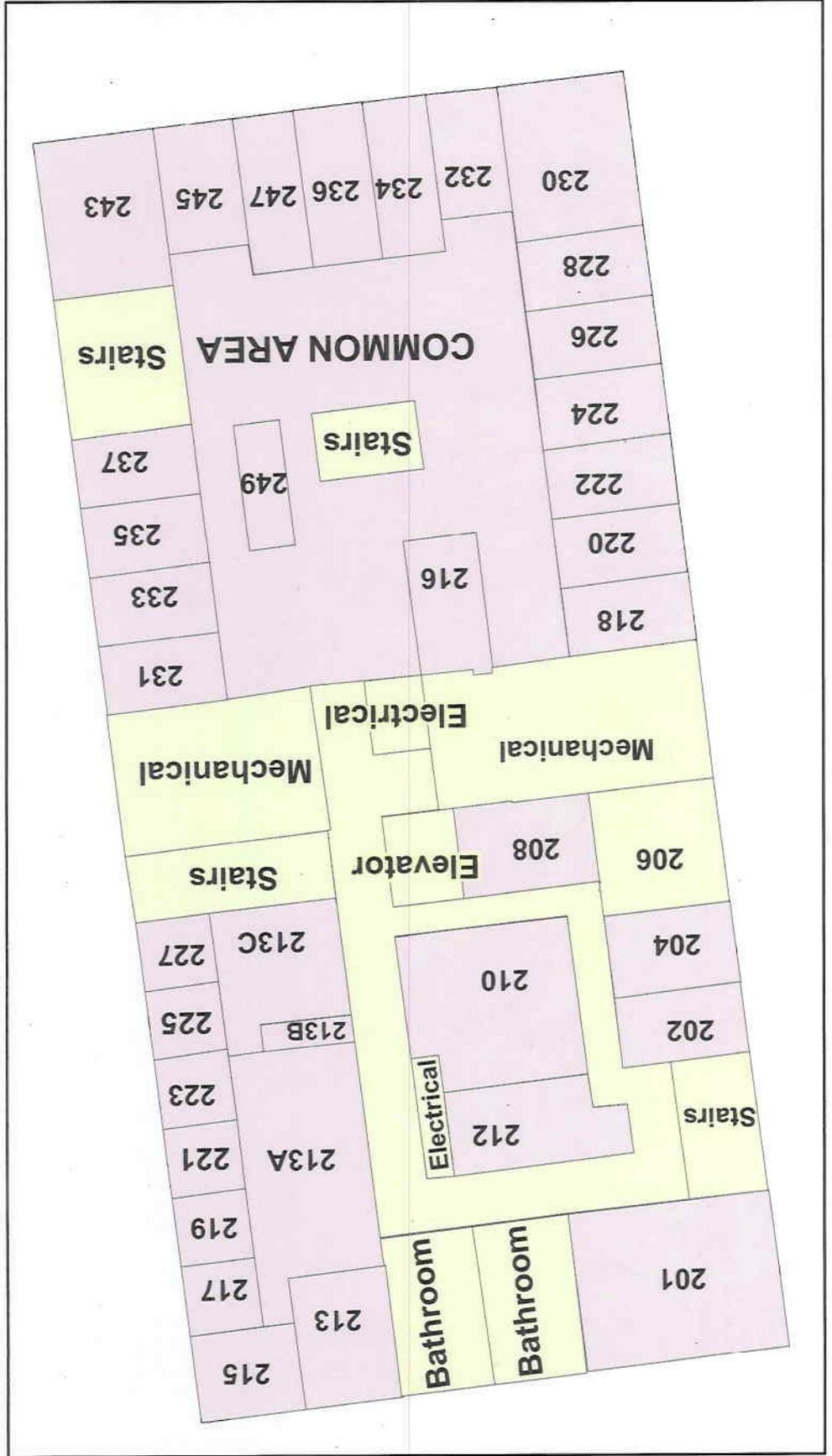
7,921 square feet
available

Please reference
START-UP NY
Excel spread sheet.

Site Location: 44.697 Latitude, -73.466 Longitude



0 20 40 Feet



Plattsburgh

STATE UNIVERSITY OF NEW YORK

Northstar Technology Center
641 Ridge Rd., Chazy, NY 12921

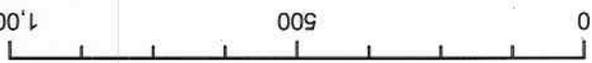
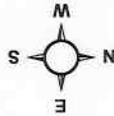
SU-111-1-L-00000-000-A

Map 3: Northstar Site

Existing Fence Line
Parcel boundary

35.7 acres undeveloped
property available outside
of existing fence line

Please reference
START-UP NY
Excel spread sheet.



Site Location: 44.53 Latitude, -73.29 Longitude
New York State Orthoimagey 2014
17JUN2016

Plattsburgh

STATE UNIVERSITY OF NEW YORK

Northstar Technology Center

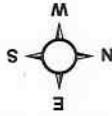
641 Ridge Rd., Chazy, NY 12921

Map 4: Northstar Buildings

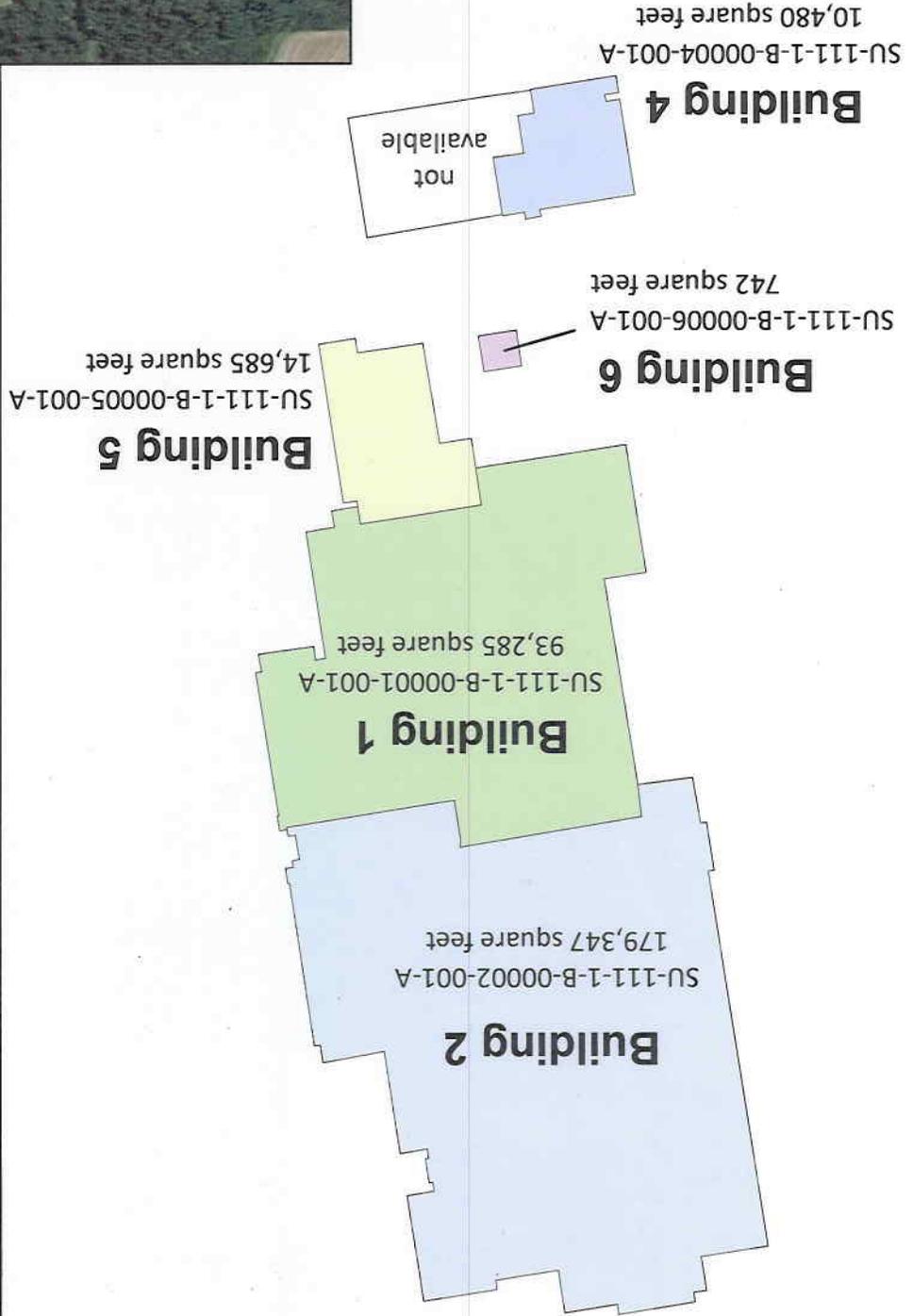
298,539 square feet
StartUP-NY space
Please reference
START-UP NY
Excel spread sheet.



Site Location: 44.53 Latitude, -73.29 Longitude



0 200 400 Feet



Plattsburgh

STATE UNIVERSITY OF NEW YORK

Northstar Technology Center

641 Ridge Rd., Chazy, NY 12921

Map 5: Northstar Buildings - Details

298,539 square feet
StartUP-NY space
Please reference
START-UP NY
Excel spread sheet.

Site Location: 44.53 Latitude, -73.29 Longitude

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