

NOTICE OF PUBLIC HEARING
ON PROPOSED **THIRD** AMENDMENT TO
PAYMENT IN LIEU OF TAX AGREEMENT

Notice is hereby given that a public hearing pursuant to Section 859-a(2) of the General Municipal Law of the State of New York (the "Act") will be held by Rensselaer County Industrial Development Agency (the "Agency") on the 8th day of April, 2025 at 10 o'clock a.m., local time, at the Rensselaer County Legislative Chambers located at 99 Troy Road in the Town of East Greenbush, Rensselaer County, New York, in connection with the following matters:

On August 12, 1996 (the "1996 Closing"), the Agency entered into a sale/leaseback transaction for the purpose of assisting the Phoenix Life Insurance Company, formerly known as Phoenix Home Life Mutual Insurance Company (the "Prior Company") with a project (the "1996 Project"), which 1996 Project consisted of the following: (A) (1) the acquisition of an interest in an approximately twenty-four (24) acre parcel of land (the "1996 Land") located at 10 Krey Boulevard in the Town of North Greenbush and the Town of East Greenbush, Rensselaer County, (2) the construction on the 1996 Land of an approximately 138,000 square foot building and adjacent parking area for approximately 650 cars (the "1996 Facility") and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "1996 Equipment") (the 1996 Land, the 1996 Facility and the 1996 Equipment being collectively referred to as the "1996 Project Facility"), all of the foregoing to be used by the Prior Company as its New York statutory headquarters for insurance and related business; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemption from certain sales taxes, deed transfer taxes, transfer gains taxes, mortgage recording taxes and real estate taxes (collectively, the "1996 Financial Assistance"); and (C) the lease of the 1996 Project Facility to the Prior Company pursuant to the terms of a certain lease agreement dated as of August 1, 1996 (the "1996 Lease Agreement") between the Agency, as landlord and the Prior Company, as tenant.

Simultaneously with the execution and delivery of the 1996 Lease Agreement, (A) the Prior Company executed and delivered to the Agency (1) a certain deed dated August 12, 1996 (the "1996 Deed to Agency") from the Prior Company to the Agency, which conveyed to the Agency all right, title and interest of the Prior Company in the 1996 Land and the 1996 Facility, and (2) a bill of sale dated August 12, 1996 (the "1996 Bill of Sale to Agency") from the Prior Company to the Agency, which conveyed to the Agency all right, title and interest of the Prior Company in the 1996 Equipment and (B) the Prior Company and the Agency executed and delivered a payment in lieu of tax agreement dated as of July 1, 1996 (the "1996 Payment in Lieu of Tax Agreement"), pursuant to which the Prior Company agreed to pay certain payments in lieu of taxes with respect to the 1996 Project Facility.

On July 8, 2005 (the "2005 Closing"), the Agency, the Prior Company and The New York Independent System Operator, Inc. (the "Company") entered into an assignment and assumption agreement dated as of July 1, 2005 (the "Assignment and Assumption") pursuant to which, among other things, the Prior Company assigned and the Company assumed the 1996 Project Facility.

In connection with the 2005 Closing, the Company and the Agency entered into (A) a first amendment to the 1996 Lease Agreement dated as of July 1, 2005 (the "First Amendment to Lease Agreement") by and between the Agency and the Company and (B) a first amendment to the 1996 Payment in Lieu of Tax Agreement dated as of July 1, 2005 (the "First Amendment to Payment in Lieu of Tax Agreement") by and between the Company and the Agency, which First Amendment to Payment in Lieu of Tax Agreement amended the 1996 Land to include additional parcels and extended the termination date of the 1996 Payment in Lieu of Tax Agreement from February 28, 2007 to December 31, 2015 (the 1996 Project Facility, as amended, is hereinafter referred to as the "Project Facility" and the 1996 Project, as amended pursuant to the 2005 Closing, is hereinafter referred to as the "Project").

Pursuant to a second amendment to payment in lieu of tax agreement dated as of January 1, 2016 (the "Second Amendment to Payment in Lieu of Tax Agreement") by and between the Agency and the Company, the Agency, (A) extended the term of the First Amendment to Payment in Lieu of Tax Agreement

and (B) included the addition of three (3) parcels of land (collectively, the “Additional Parcel”).

Pursuant to the Second Amendment to Payment in Lieu of Tax Agreement, the Agency and the Company entered into a modification agreement, dated as of January 1, 2016 (the “Modification Agreement”) to (A) amend the terms of the 1996 Lease Agreement, as amended by the First Amendment to Lease Agreement, (B) enter into a lease agreement or accept a deed from the Company for the conveyance of the Additional Parcel and (C) enter into any documents related to the Second Amendment (collectively, the “Second Amended Documents”).

Pursuant to a second modification agreement effective as of November 1, 2017 (the “Second Modification Agreement”) by and between the Agency and the Company, certain parcels of land originally owned by the Agency and transferred to the Company, together with other parcels owned by the Company were consolidated and included in the Basic Documents.

In connection with the Project the Company has requested the Agency to enter into a third amendment to the Payment in Lieu of Tax Agreement pursuant to an amendment to payment in lieu of tax agreement (the “Third Amendment to Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, which Third Amendment to Payment in Lieu of Tax Agreement will extend the term of the Second Amendment to Payment in Lieu of Tax Agreement to December 31, 2035 (the “Amendment”).

In connection with the request by the Company to make the Amendment, the Agency is considering whether to approve the Amendment, following the satisfaction by the Agency of its policies and applicable New York law. The Agency has also conditioned its approval of the Amendment on the approval of the Amendment by the governing boards of the affected taxing jurisdictions, if necessary.

The Amendment constitute a deviation from the Agency’s Uniform Tax Exemption Policy and the Agency will satisfy applicable New York law relating to such deviation.


Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43 B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the Agency determined the Amendment constitutes a “Type II action”, and therefor, the Agency has no further responsibilities under SEQRA with respect to the Amendment.

The Agency will at said time and place hear all persons with views on the Amendment, the proposed execution and delivery of the Third Amendment to Payment in Lieu of Tax Agreement or the financial assistance being contemplated by the Agency in connection with the proposed Amendment and the execution and delivery of the Third Amendment to Payment in Lieu of Tax Agreement. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Robert L. Pasinella, Jr., Executive Director, Rensselaer County Industrial Development Agency, Quackenbush Building, 333 Broadway, Suite 301, Troy, New York 12180; Telephone: (518) 270-2914.

Dated: March 27, 2025.

RENSSELAER COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Robert L. Pasinella, Jr., Executive Director