

OCIDA
9/15/23
Meeting

Website
Materials

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/ Treasurer/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive
Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694

David C. Grow
Chairman
Michael Fitzgerald
Vice Chairman

Ferris Betrus Jr.
Kirk Hinman
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

To: Oneida County Industrial Development Agency Board of Directors
From: Shawna M. Papale
Date: September 11, 2023
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet – **8:00 AM Friday, September 15, 2023**
Members of the public may attend in person at MV EDGE offices at 584 Phoenix Drive, Rome, NY 13441. The Minutes of the Agency meeting will be transcribed and posted on the OCIDA website.

1. Executive Session
2. Minutes- June 2023 (revised), July 2023
3. Financials- August 2023, 2024 Budget Draft
4. Consider a SEQR resolution relating to the **Yoder Properties, Ltd. (Stark Truss)** Facility. The Agency wishes to adopt the determinations and findings of the lead agency, the City of Rome Planning Board.
5. Consider a final authorizing resolution relating to the **Yoder Properties, Ltd. (Stark Truss)** Facility, authorizing financial assistance in the form of exemptions from exemptions from sales tax (valued at \$78,450.00), exemptions from mortgage recording tax (valued at \$14,350.00) and reduction of real property taxes for a period of 10 years (valued at \$568,959.00), which is a deviation from the Agency's Uniform Tax Exemption Policy and approving the form and execution of related documents, all in the Agency's standard form and subject to counsel review. The Agency conducted a public hearing on June 1, 2023 and mailed certified notices to the taxing jurisdictions on May 15, 2023. As the project involves the abandonment of a facility, the Agency mailed certified notices to the affected jurisdictions on May 15, 2023.
6. Consider an inducement resolution relating to the **Above Grid Rome, LLC** Facility, granting preliminary approval for financial assistance in the form of reduction of real property taxes for a period of 25 years during which time the Company will pay PILOT Payments equal to \$7,000 per MW-AC (value of exemption approximately \$517,966), which is a deviation from the Agency's Uniform Tax Exemption Policy and authorizing the Agency to conduct a public hearing.
7. Consider a SEQR resolution relating to the **Above Grid Rome, LLC** Facility. City of Rome Planning Board acted as lead agency and the Agency wishes to concur with the determinations and findings of the lead agency as a "Type 1" action.
8. Consider an inducement resolution relating to the **BW Solar Holding Inc.** Facility, granting preliminary approval for financial assistance in the form of reduction of real property taxes for a period of 25 years during which time the Company will pay PILOT Payments equal to \$10,000 per MW-AC (value of exemption approximately \$1,120,396), which is consistent with the Agency's Uniform Tax Exemption Policy and authorizing the Agency to conduct a public hearing.

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9. Consider a SEQR resolution relating to the **BW Solar Holding Inc.** Facility. City of Rome Planning Board acted as lead agency and the Agency wishes to concur with the determinations and findings of the lead agency as a “Type 1” action.

10. **Housing Policy** Discussion

11. **Solar Policy** Discussion

12. **Annual Project Review** Discussion (Continued)

13. Old Business

14. New Business

Next meeting date – **FRIDAY, October 20th at 8 AM at 584 Phoenix Drive, Rome, NY**

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**Minutes of the Meeting of the
Oneida County Industrial Development Agency
June 16, 2023
584 Phoenix Drive, Rome, NY
And via Webex Video/Teleconference**

Members Present: David Grow, Ferris Betrus, Mike Fitzgerald, Mary Faith Messenger, Kirk Hinman, Gene Quadraro.

Members Present – WebEx: Steve Zogby

EDGE Staff Present: Shawna Papale, Maureen Carney, Tim Fitzgerald, Laura Cohen, Mark Kaucher, Hannah Phillips, Bill Van Shufflin.

EDGE Staff Present – WebEx: Steve DiMeo

Other Attendees: Mark Levitt, Levitt & Gordon; Rome Mayor Jackie Izzo, Shaun Kaleta, Oneida County; Steve Surace, 126 Business Park Drive LLC.

Other Attendees – WebEx: Linda Romano and Laura Ruberto, Bond, Schoeneck & King.

Chair Grow called the meeting to order at 8:04 AM.

At 8:05 AM a motion to enter executive session in order to discuss pending contracts was made by F. Betrus, seconded by M. Fitzgerald, and carried 7-0.

S. Zogby left the meeting at 9:00, during executive session.

At 9:20 AM a motion to exit executive session and return to the open meeting was moved by F. Betrus, seconded by M. Fitzgerald, and carried 6-0.

Minutes

The members reviewed the May 5, 2023 meeting minutes. With no comments or corrections, ***M. Fitzgerald moved, and F. Betrus seconded, to approve the minutes as presented. The motion carried 6-0.***

126 Business Park Drive - Subleases

M. Fitzgerald moved that any changes to subleases at the property covered by this particular project which do not effect the existing PILOT do not need to be brought to Agency members for their approval but can be approved by bond counsel. M.F. Messenger seconded the motion, which passed 6-0.

Financials

M. Carney presented the 5/31/2023 interim financial statement. Cash has held steady over the last 12 months. The current balance in accounts receivable reflects annual rents which have not yet been received. There are four PILOTs that have annual PILOT bills due July 1. These bills were generated May 31st. All but one of these payments have already been received. M. Fitzgerald asked about the current status of the EDF Renewables project (2021) and the Source Renewables LLC project (2020), both of which have paid commitment fees but have not yet closed. Bond counsel stated they would check in on these. ***Agency received and accepted the interim financials presented, subject to audit.***

McCraith Beverages, Inc. Facility – Sales Tax Exemption

Chair Grow introduced a resolution relating to the McCraith Beverages, Inc. Facility, authorizing an increase in the value of sales tax exemption from \$214,720 to \$257,961 (an increase of \$43,241) and approving the form and execution of related documents, subject to counsel review. M. Fitzgerald stated that the intention of the Agency should be to exempt from taxation building materials and equipment inside the building that will eventually result in an increased assessment and tax payment in the County. Including the vehicles listed in the machinery and equipment list for sales tax exemption

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is outside the intended scope of benefits. **M. Fitzgerald moved to approve \$242,942 in sales tax exemption, excluding the trucks and truck boxes listed, and to further reduce the exemption by the amount of sales tax applied to the liftgates if they are determined to be part of the trucks. The total cost of the liftgates is \$56,069. F. Betruss seconded the motion. The motion passed 6-0.**

Michael and Diane Baldwin/Dart Properties Facility

M. Fitzgerald introduced a resolution relating to the Michael and Diane Baldwin/Dart Properties Facility, consenting to a sublease to ANDRO Computational Solutions, LLC and approving the form and execution of related documents subject to counsel review, all conditioned upon the Company entering into an amended sale-leaseback transaction and the Sublessee assuming the Company's obligations under the Lease Agreement only with respect to the subleased premises. **M.F. Messenger moved, and K. Hinman seconded, to approve the Agency's resolution consenting to a sublease of the Dart Properties Facility to ANDRO Computational Solutions, LLC and approving the form and execution of related documents subject to counsel review, all conditioned upon the Company entering into an amended sale-leaseback transaction and the Sublessee assuming the Company's obligations under the Lease Agreement only with respect to the subleased premises. The motion carried 5-0.** Chair Grow abstained from all conversation and voting.

GLDC Buildings 770, 776, and 778 – Consent to Subleases

Chair Grow introduced three resolutions: 1) relating to the GLDC Building 770 Facility (428 Phoenix Drive), consenting to a sublease of commercial space and approving the form and execution of related documents, subject to counsel review; 2) relating to the GLDC Building 776 Facility (474 Phoenix Drive), consenting to a sublease with Arcfield Acquisition Corporation (successor to Peraton Inc.) and approving the form and execution of related documents, subject to counsel review; and 3) relating to the GLDC Building 778 Facility (775 Daedalian Drive), consenting to a sublease modification with HII Mission Technologies Corp. and approving the form and execution of related documents, subject to counsel review. **M. Fitzgerald moved, and F. Betruss seconded, to approve the three resolutions relating to the GLDC subleases, at Buildings 770, 776, and 778. The motion carried 6-0.**

New York, Susquehanna and Western Railway Corporation Facility – Land Acquisition

Chair Grow introduced a resolution relating to The New York, Susquehanna and Western Railway Corporation Facility, authorizing the acquisition of certain land by New York State Department of Transportation through eminent domain all in furtherance of the Route 840/Judd Road project and approving the form and execution of related documents, subject to counsel review. While the Agency no longer owns an interest in the property, at the time of the taking the Agency owned fee title and is being requested to deliver certain documents to finalize the transaction. Chair Grow further explained that the Agency is waiving any claim that it may have had to compensation at the time of the taking. **M. Fitzgerald moved, and K. Hinman seconded, to approve a resolution relating to The New York, Susquehanna and Western Railway Corporation Facility, authorizing the acquisition of certain land by New York State Department of Transportation through eminent domain all in furtherance of the Route 840/Judd Road project and approving the form and execution of related documents, subject to counsel review. The motion carried 6-0.**

Mohawk Adirondack & Northern Railroad Inc./Genesee & Mohawk Valley Railroad, Inc - Update

M. Fitzgerald requested an update concerning the company's financials and fee arrangements information that was previously requested at the time of project inducement. S. Papale stated that, to date, no such information on these or insurance details has been provided by the company. Additionally, the lease with GLDC has not been executed due to lack of insurance information.

Annual Employment Review

Chair Grow directed the members' attention to the memorandum and supplemental material that was provided detailing the performance of Agency-supported businesses and their related job creation and retention requirements. Chair Grow stated that, considering the various local and macroeconomic factors at hand, this report is quite favorable, with only four Agency-supported projects experiencing a jobs shortfall. This is a credit to the Agency's staff which communicates regularly with these businesses to identify and address issues ahead of time.

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Recertification of 2022 Annual Report

Chair Grow introduced a resolution approving the recertification and submission of the Agency's 2022 Annual Report to New York State. The report had to be modified to correct some errors in the original report. ***F. Betrus moved, and E. Quadraro, to approve a resolution approving the recertification and submission of the Agency's 2022 Annual Report to New York State. The motion carried 6-0.***

PlacerAI

S. Papale explained that over the past year, staff have been able to use a software called PlacerAI. This software tracks employment and visitor data using cell phone pings, and has been helpful for several economic development projects and community presentations. This software requires a yearly subscription, and Mohawk Valley EDGE is requesting that the Agency assist with the cost for the next subscription year. The request to the Agency is \$10,000. Chair Grow suggested that this request be forwarded to the Oneida County Local Development Corporation. No other action taken.

Marcy Nanocenter Master PILOT Agreement – Proposed Revisions

M. Fitzgerald brought up potential revisions to the Marcy Nanocenter Master PILOT Agreement that had been drafted by M. Levitt. These revisions are based on conversation that had taken place among Agency members. The proposed revisions were given to staff and counsel at Mohawk Valley EDGE. No additional progress has been made to incorporate these proposed revisions into the PILOT Agreement. Chair Grow explained that the concern is with the portion of PILOT payments that are received after all infrastructure costs have been paid off, anticipated after year 15, that are not designated to the taxing jurisdictions. The Agency wants to confirm that these funds will be used for site- and industry-related development costs, and requests periodic updates on how these funds are spent. Further, the Agency, having a responsibility to the taxing jurisdictions, wants to ensure that it has the ability to terminate future spending of PILOT funds if it is determined that any usage of funds has not been related to Marcy Nanocenter. Chair Grow directed M. Levitt to circulate to the members the most recent draft of proposed revisions to the agreement.

At 9:58 AM, M. Fitzgerald moved to go into executive session to discuss a potential contract issue. The motion was seconded by F. Betrus and carried 6-0.

At 10:06 AM, E. Quadraro moved to exit executive session and return to the open meeting. The motion was seconded by F. Betrus and carried 6-0.

There being no further business, at 10:07 AM Chair Grow asked for a motion to adjourn the meeting: M. Fitzgerald moved, and M.F. Messenger seconded the motion to adjourn. Motion carried 6-0.

Respectfully Submitted,

Tim Fitzgerald

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**Minutes of the Meeting of the
Oneida County Industrial Development Agency
July 14, 2023
584 Phoenix Drive, Rome, NY
And via Webex Video/Teleconference**

Members Present: David Grow, Ferris Betrus, Mary Faith Messenger, Gene Quadraro.

Members Present – WebEx: Mike Fitzgerald, Steve Zogby

EDGE Staff Present: Shawna Papale, Maureen Carney, Tim Fitzgerald, Laura Cohen, Mark Kaucher, Hannah Phillips, Bill Van Shufflin.

Other Attendees: Jenna Peppinelli, Levitt & Gordon; Rome Mayor Jackie Izzo, Shaun Kaleta, Oneida County; Steve Surace, 126 Business Park Drive LLC.

Other Attendees – WebEx: Linda Romano and Laura Ruberto, Bond, Schoeneck & King; Paul Goldman, Goldman Attorneys PLLC.

Chair Grow called the meeting to order at 8:03 AM.

At 8:07 AM a motion to enter executive session in order to discuss litigation and pending contracts was made by, seconded by M.F. Messenger, and carried 6-0.

At 9:30 AM a motion to exit executive session and return to the open meeting was moved by E. Quadraro, seconded by F. Betrus, and carried 6-0.

Minutes

Chair Grow stated that the June 16, 2023 meeting minutes that were included in the meeting materials are in need of correction, and that review and approval of the minutes should be deferred until the August meeting. However, the recording of the meeting has been posted online, which satisfies New York State rules.

McCraith Beverages, Inc. Facility – Sales Tax Exemption

M. Fitzgerald asked if it had been clarified if the lift gates that were included in the proposed equipment list from McCraith Beverages, Inc. were determined to be equipment for the building or equipment for the trucks. S. Papale confirmed that the lift gates are equipment for the trucks. The Agency would be allowed to exempt these items from sales tax under New York State law, but the motion passed in the May 2023 meeting did not include this item as sales tax-exempt. Shawna asked the members to confirm that this approach of excluding rolling stock (trucks, etc.) from sales tax exemption should be Agency policy moving forward. There was agreement among the members to exclude from sales tax exemption any rolling stock that has to be registered, licensed, and titled to operate.

Financials

M. Carney presented the 6/30/2023 interim financial statement. M. Carney explained how commitment fee funds from three solar applications will be used: the Source Renewables commitment fee will be held and used to pay for certain legal bills from bond counsel related to the project; the EDF Renewables commitment fee will be held by the Agency, and the Solitude Solar commitment fee will be held for another month. M. Carney explained that the Agency's CDs are laddered; one of the Agency's 6-month CD (\$250,000) was due to mature July 1, and this was extended another three months; another 13-month CD (\$250,000) matures in February 2024. Current cash position is fine. The Agency also closed on one project in June: Universal Photonics' 2023 bank refinance. This closing fee was \$1,500. PILOT billing has been completed and funds have been received. **Agency received and accepted the interim financials presented, subject to audit.**

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S. Zogby left the meeting at 9:53.

Annual Employment Review

S. Papale shared that the Agency requested that ECR International and Renmatix come and present to the members to discuss their employment shortfall. Personnel from Renmatix had schedule conflicts on the date of the July meeting, and requested to instead present at the Agency's August meeting. That was acceptable to both S. Papale and Chair Grow. Personnel from ECR International requested to delay a presentation to the members until August as well, as they would first like the chance to discuss internal changes with Agency staff. A meeting with Agency staff has been scheduled for next week. S. Papale reminded the members that both Universal Photonics and Vicks were given one year to address their employment shortfalls, and that the Agency will consider any necessary action next year.

New Business – Recent Wolfspeed Announcements

M. Fitzgerald brought up the two recent Wolfspeed-related announcements, first the financing it recently received to facilitate expansion, and second its new supply agreement with Japanese company Renesas, and questioned how these announcements impact the Mohawk Valley Fab. B. Van Shufflin explained that a portion of the new financing will go towards the full tooling and fit-out of the Mohawk Valley Fab ahead of schedule. He also explained that the new deal with Renesas is for wafers which are produced in North Carolina, and this is a result of Wolfspeed's current development of a mega-materials fab that will produce all Wolfspeed wafers. This deal is not expected to impact production of or demand for Mohawk Valley Fab-produced semiconductor chips.

Annual Reporting

S. Papale shared that staff is considering creating a web-based portal that would be utilized by companies to fulfill their annual reporting requirement, as opposed to the current method of completing an Excel spreadsheet and providing supplemental documentation. There is one other IDA in New York State that receives information this way, and staff has spoken with this IDA to learn more about the process and technology. However, there would be a considerable cost to implementing this portal.

There being no further business, at 10:07 AM Chair Grow asked for a motion to adjourn the meeting: F. Betrus moved, and E. Quadraro seconded the motion to adjourn. Motion carried 5-0.

Respectfully Submitted,

Tim Fitzgerald

Oneida County Industrial Development Agency
Notes to the Financial Statements
August 31, 2023

Balance Sheet:

1. Cash has decreased by 14% over the last 12 months
2. The balance in restricted cash is made up of the PILOT holdings related to the Hartford PILOT and Wolfspeed
3. The balance in accounts receivable is for annual rent billed but not yet received by the Agency
4. The \$1,000 commitment fees collected from the following for projects that have not closed as of June 2023:
 1. EDF Renewables (former partner in the Quiet Meadows projects) (received November 2021)
 2. Central Utica Building (received November 2021)
 3. Solitude Solar, LLC (received February 2022)
 4. Kris-Tech Wire, Inc. (received January 2023)
 5. Collins Solar (received March 2023)
 6. Yoder Properties (received May 2023)
5. Fund balance decreased by 16% over the last 12 months

Budget Comparison Report (Income Statement):

1. Interest earned on the Berkshire Bank CD have been booked through 8/31; the Key Bank Treasury Note earnings have been booked through 6/30/23 and interest earned on the Adirondack Bank CD has been booked through 7/24/23
2. Year to date revenue is under budget; administrative fees on projects not yet closed total approximately \$262,000; closings and application fees received to date are as follows:

1/30/2023	Solar Power Capital (SSC Kirkland)	Admin & Commitment Fee	41,580.40
2/7/2023	Kris-Tech Wire	Application Fee	500.00
3/15/2023	Fiber Instrument Sales	Admin & Commitment Fee	1,918.00
3/21/2023	Mohawk Adirondack & Northern RR Corp	Application Fee	500.00
3/21/2023	Collins Solar	Application Fee	500.00
4/28/2023	Fiber Instrument Sales	Admin Fee	418.00
5/8/2023	Yoder Properties AKA Stark Truss	Application Fee	500.00
6/20/2023	McCraith Beverages/STD Realty	Application Fee	500.00
6/29/2023	Facilities Realty Management Vernon LLC	Admin Fee	1,500.00
7/31/2023	Mohawk Adirondack & Northern RR Corp	Admin & Commitment Fee	5,000.00
Total as of 8/31/23			<u>52,916.40</u>

3. In 2022 \$7,500 was authorized to support Madison Oneida Boces tuition reimbursement, the 2nd invoice from Madison Oneida Boces has been received and paid; total paid is \$7,312.50

Other Significant Items to Note:

1. The IDA received all payments related to the Hartford PILOT for 2022 and payments to the jurisdictions were made in accordance with the PILOT agreement; a payment was received by Indium for the last year of the Hartford PILOT; the Agency will distribute the funds once all are billed by the jurisdictions and received by the Agency
2. The Wolfspeed PILOT due no later than 9/30 was received by the Agency on 8/25; the allocation to the jurisdictions and EDGE will be made in September in accordance with the PILOT agreement

Oneida County Industrial Development Agency
Balance Sheet
August 31, 2023 and 2022

	Current Year	Prior Year
Assets		
Current Assets		
Cash and Cash Equivalents	794,613	927,051 ¹
Restricted Cash - PILOT Holdings	810,956	37,445 ²
PILOT Holdings- Payment Received	(810,956)	(37,445) ²
Accounts Receivable	13,670	500 ³
Prepaid Expenses	1,788	1,491
Total Current Assets	810,071	929,042
Fixed Assets		
Furniture/Fixture/Eqpt	6,679	6,679
A/D-Furniture/Fixt/Eqpt	(6,679)	(6,679)
Total Fixed Assets	0	0
Total Assets	810,071	929,042
Liabilities & Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	3,918	56,634
Accrued Expenses	5,000	4,667
Deferred Revenue	6,000	9,000 ⁴
Total Current Liabilities	14,918	70,301
Total Liabilities	14,918	70,301
Net Assets		
Fund Balance	395,153	458,741 ⁵
Fund Balance-Board Restricted	400,000	400,000
Total Net Assets	795,153	858,741
Total Liabilities & Net Assets	810,071	929,042

Oneida County Industrial Development Agency
 Budget Comparison Report
 Current Period: 8/1/2023 - 8/31/2023
 Budget Period: 1/1/2023 - 12/31/2023
 With Comparative Periods Ending 8/31/2022 and 8/31/2021

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	8/31/2022	8/31/2021
Revenue						
Reimbursements	0	0	216	0	0	0
Interest Income & Miscellaneous	683	92	12,106 ¹	733	930	309
Lease Payments	0	4,563	58,250	36,500	51,000	40,750
PILOT Application / Admin Fees	0	23,333	52,916 ²	186,667	197,783	59,973
PILOT Clawback MSP	0	0	0	0	0	65,000
Total Revenue	683	27,988	123,488	223,900	249,713	166,032
Expenses						
Business Expense	10	83	794	667	184	55
Contracted Service-Accounting	625	625	5,000	5,000	4,667	4,667
Contracted Services - Legal	850	850	6,800	6,800	6,750	6,400
Legal Services & PILOT Clawback MSP	0	0	0	0	0	10,653
Contracted Services- Other	169	417	1,353	3,333	3,269	58,131
Marketing- Contracted Services	0	83	6,330	667	735	45
Dues & Subscriptions	0	167	1,250	1,333	1,250	1,385
Insurance - General	371	333	2,528	2,667	2,576	2,582
Special ED Projects Contingency	10,417	10,417	83,333	83,333	66,667	66,667
Tuition Agreement	0	0	3,750 ³	0	0	0
Office Supplies & Expense	0	0	240	0	470	570
Seminars & Conferences	0	250	0	2,000	1,179	0
Service Fees	14,700	14,700	117,600	117,600	112,000	106,667
Total Expenses	27,142	27,925	228,979	223,400	199,747	257,822
Excess or (Deficiency) of Revenue Over Expenses	(26,458)	62	(105,490)	500	49,966	(91,790)

**Oneida County Industrial Development Agency
Statement of Cash Flows
For the Period Ending August 31, 2023**

Cash Flows From (Used by) Operating Activities	
Increase (Decrease) in Net Assets	\$ (63,588)
Adjustments for Noncash Transactions	
Depreciation and Amortization	0
(Increase) Decrease in Assets	
Accounts Receivable	(13,170)
Accounts Receivable-PILOTs billed	0
Prepaid Expenses	(297)
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	(52,382)
Deferred Revenue	(3,000)
PILOT Funds Due	0
Net Cash Flows From Operating Activities	<u>(132,438)</u>
 Cash Flows From (Used By) Investing Activities	
Capital Expenditures	<u>0</u>
Net Cash From (Used by) Investing Activities	0
 Cash Flows From (Used By) Financing Activities	
Repayments of Long Term Debt	0
Proceeds from Long Term Debt	<u>0</u>
Net Cash Flows (Used by) Financing Activities	0
 Net Increase (Decrease) in Cash and Cash Equivalents	(132,438)
 Cash and Cash Equivalents, Beginning of Period	927,051
 Cash and Cash Equivalents, End of Period	<u><u>\$ 794,613</u></u>

Oneida County Industrial Development Agency
2024 Budget

	2023 Budget	Year To Date 8/31/2023	Annualized 12/31/2023	2024 Budget	NOTES
REVENUES					
Bank Interest Income	1,100	11,423	20,200	17,400	Interest Rates have increased - unsure of interest income for 2024
Annual Lease Payments	54,750	58,250	58,250	63,500	2023-24 project list
PILOT Application / Admin Fees	280,000	52,916	124,473	280,000	Annualized is estimated closings from September 2023-Year End
TOTAL REVENUES	335,850	122,589	202,923	360,900	
EXPENSES					
Contracted Services (Annual Audit)	7,500	5,000	7,500	7,750	2024 Annual Audit \$7,750
Contracted Services Legal Fees	10,200	6,800	10,200	10,200	\$850 pr month
Website Marketing Program	1,000	6,330	9,495	9,500	Target Industry Specific Site Selectors/ keeping IDA webpage maintained
Consultant/IT Services	5,000	1,353	2,030	3,000	IT Services- Web Ex Subscription, Cloud Recording Storage, licenses etc.
Dues and Subscriptions	2,000	1,250	1,250	2,000	IDA Voluntary Dues \$1250, \$750 EDC
Insurance	4,000	1,968	4,220	4,500	D&O coverage; General Liability and Umbrella
Spec Eco Dev Projects Contingency	125,000	83,333	125,000	125,000	Additional Contractual Agreement and Spec Economic Projects
Spec Eco Dev Projects Other	-	3,750	3,750	10,000	2023 Madison- Oneida Boces Carpentry Entry Level Course Sponsorship/2024 Miscellaneous
Office Supplies and Expense	1,000	809	1,214	1,230	Bank Service Charges, telephone, and misc. office & conferencing
Training, Seminars and Conferences Travel	3,000	-	-	2,500	IDA Seminar Fees (NYS EDC) Travel
EDGE Contractual Service	176,400	117,600	176,400	185,220	Anticipate increased reporting requirements due to PAAA & Increased Office & Real Property Expenses; 5% increase from py
TOTAL EXPENSES	335,100	228,193	341,058	360,900	
Projected Excess/(Loss) Revenues Over Expenses	750	(105,604)	(138,135)	(0)	

Added note- IDA cash balance as of 8/31/23	\$ 795,521.00
2024 Budgeted Expenses	\$ 360,900.00
Cash Available to continue to renew in a CD	\$ 434,621.00
Cash Currently in CD's	\$ 610,039.00

Estimated projects closing in 2023; if the closing is TBD, the admin fees are estimated to be 2024 revenue

	Black 2023	Red 2024
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Open Project List: As of 8/30/23		
Central Utica Building (received November 2021)	\$ -	\$ 130,572.00
Kris-Tech Wire, Inc. (received January 2023)	\$ 53,875.00	\$ -
Collins Solar (received March 2023)	\$ -	\$ 38,841.00
Yoder Properties (received May 2023)	\$ 17,682.00	\$ -
Mohawk, Adirondack & Northern Railroad, Inc./Genesee & Mohawk Vally Railroad, Inc	\$ -	\$ 5,000.00
	\$ 71,557.00	\$ 174,413.00

**Yoder Properties,
Ltd. (Stark Truss)
Materials
*updated***

9/14/2023

Project: 678 Ellsworth Road - Stark Truss

Date: 09/12/2023

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Proposed site plan is in keeping with the character, land use, and intensity of use of surrounding properties. Comments from NYSDEC indicate that negative impacts to endangered wildlife are unlikely. The project site is not within a designated area of archaeological sensitivity. Additional traffic generation is expected to be well within capacity of existing roadway system. Additional water and sewer demand are both expected to be well within capacity of existing infrastructure.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Rome Planning Board

Name of Lead Agency

09/12/2023

Date

JOSEPH CALABRO

Print or Type Name of Responsible Officer in Lead Agency

vice-chair

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Project:	678 Ellsworth Road - Stark Truss
Date:	09/12/2023

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**SEQR Resolution
Yoder Properties, Ltd. Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY DETERMINING THAT ACTION TO PROVIDE FINANCIAL ASSISTANCE RELATING TO A PROJECT FOR THE BENEFIT OF YODER PROPERTIES, LTD. WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, Yoder Properties, Ltd., on behalf of itself and/or the principals of Yoder Properties, Ltd., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in (a) acquisition of a 8.638± acre parcel of land located at 878 Ellsworth Road, Griffiss Business & Technology Park, City of Rome, New York (the "Land"); (b) construction on the Land of a 25,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"); and

WHEREAS, 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"), the Agency desires to determine whether the construction and equipping of the Facility may have a "significant effect on the environment" (as said quoted term is defined in the SEQR Act and the Regulations) and therefore require the preparation of an environmental impact statement; and

WHEREAS, to aid the Agency in determining whether the construction, and equipping of the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency a long environmental assessment form (the "EAF"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Agency received the Determination of

Significance (the "Planning Board Review") of the City of Rome Planning Board (the "Lead Agency"), which is on file at the office of the Agency; and

WHEREAS, pursuant to the Regulations, the Agency has examined the EAF and the Planning Board Review in order to make a determination as to the potential environmental significance of the Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based on an examination of the Application, the EAF, the Planning Board Review, and based further upon the Agency's knowledge of the area surrounding the Facility and such further investigation of the Facility and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Facility:

- (A) The Facility is as described in the Application and the EAF;
- (B) The Facility constitutes an "Unlisted Action" (as defined in the Regulations);
- (C) No potentially significant impacts on the environment are noted in the EAF for the Facility, and none are known to the Agency;
- (D) The Facility will not result in (i) substantial adverse change in existing air quality; ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems; (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of a resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on threatened or endangered species of animal or plant, or the habitat of such species; or (iii) other significant adverse impacts to natural resources;
- (E) The Facility will not affect a critical environmental area as designated pursuant to 6 NYCRR 617.14(g);
- (F) The Facility will not conflict with the community's current plans or goals as officially approved or adopted;
- (G) The Facility will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(H) The Facility will not result in a major change in the use of either the quantity or type of energy;

(I) The Facility will not result in the creation of a hazard to human health;

(J) The Facility will not result in a substantial change in the use, or intensity of use, of land including architectural, open space or recreational resources, or in its capacity to support existing uses;

(K) The Facility will not result in encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(L) The Facility will not result in the creation of a material demand for other actions that would result in one or more of the above consequences;

(M) The Facility will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; and

(N) The Facility will not result in two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in 6 NYCRR Section 617.7(c).

Section 2. The Agency hereby concurs with the determinations and findings of the Lead Agency and determines that the Facility will not have a significant impact on the environment and the Agency will not require the preparation of an environmental impact statement with respect to the Facility. As a result, the Agency has prepared a negative declaration with respect to the Facility.

Section 3. The Executive Director of the Agency is hereby directed to file in the Agency's records a negative declaration with respect to the Facility (said negative declaration to be substantially in the form and substantially to the effect of the negative declaration attached hereto).

Section 4. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

STATE OF NEW YORK)
 : SS.:
COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency") with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened on September 15, 2023 at eight a.m., local time, at Rome, New York which the following members were:

The question of the adoption of the foregoing resolution was duly put to vote, which resulted as follows:

and, therefore, the resolution was declared duly adopted.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend and public notice of the date, time, location and call-in information for said meeting was duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout..

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

Shawna Papale, Secretary

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



584 Phoenix Drive,
Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694
info@mvedge.org www.mvedge.org

David C. Grow
Chairman

Michael Fitzgerald
Vice Chairperson

Mary Faith Messenger
Treasurer

Ferris Betrus, Jr.
Kirk Hinman
Eugene Quadraro
Stephen Zogby

TO: OCIDA Board of Directors

FROM: Mark Kaucher

DATE: June 1, 2023

RE: Yoder Properties, LLC/Stark Truss

June 1, 2023 Public Hearing Minutes

Mohawk Valley EDGE, 584 Phoenix Drive, Rome NY 13441

Representing the Agency: Mark Kaucher, Hannah Phillips

Other Attendees via WebEx: Dan Webb, Stark Truss

Public hearing opened at 10:00 AM

Reading of the public hearing notice was waived, upon consensus of the attendees.

No comments were made.

Public Hearing was closed at 10:15 AM

**Final Authorizing Resolution
Yoder Properties, Ltd. (Stark Truss) Facility**

Transcript Document No. []

Date: September 15, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") hosted at 584 Phoenix Drive, Rome, New York 13441 on September 15, 2023, the following members of the Agency were:

Members Present:

Members Present: WebEx:

EDGE Staff Present:

EDGE Staff Present: WebEx:

Other Attendees:

Other Attendees: WebEx:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Yoder Properties, Ltd..

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE PILOT AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE RECAPTURE AGREEMENT, THE LOAN DOCUMENTS AND RELATED DOCUMENTS WITH RESPECT TO THE YODER PROPERTIES, LTD. FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Yoder Properties, Ltd., on behalf of itself and/or the principals of Yoder Properties, Ltd., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in (a) acquisition of a 8.638± acre parcel of land located at 878 Ellsworth Road, Griffiss Business & Technology Park, City of Rome, New York (the "Land"); (b) construction on the Land of a 25,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"); and

WHEREAS, the Agency will acquire a leasehold interest in the Facility pursuant to a Lease Agreement from the Company to the Agency (the "Lease Agreement") and lease the Facility back to the Company pursuant to a Leaseback Agreement from the Agency to the Company (the "Leaseback Agreement"); and

WHEREAS, the Company will further sublease the Facility to Stark Truss Company, Inc. (the "Sublessee") for its operation pursuant to a Sublease Agreement (the "Sublease Agreement"); and

WHEREAS, the Company intends to finance a portion of the costs of the Facility by securing a loan from a lender to be identified (the "Bank") in the principal amount not to exceed \$1,914,000.00 to be secured by a Mortgage and Security Agreement from the Agency and the Company to the Bank (the "Mortgage" and together with any other security instruments the Bank deems appropriate, the "Loan Documents") ; and

WHEREAS, the Agency by resolution duly adopted on May 5, 2023 (the "Inducement Resolution") decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Lease Agreement and Leaseback Agreement; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the Project in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and a reduction in real property taxes for a period of ten years (the "Financial Assistance"), which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy; and

WHEREAS, the value of the Financial Assistance is described below:

- Sales and use tax exemption not to exceed \$78,450.00
- Mortgage recording tax exemption not to exceed \$14,350.00
- Exemptions from real property taxes valued at approximately \$568,959.00

WHEREAS, the Financial Assistance deviates from the Policy insofar as the Company will make fixed PILOT Payments for ten years in the following amounts:

Year 1	\$35,221
Year 2	\$35,926
Year 3	\$36,644
Year 4	\$37,377
Year 5	\$38,125
Year 6	\$77,775
Year 7	\$79,330
Year 8	\$80,917
Year 9	\$82,535
Year 10	\$84,186

WHEREAS, the Agency is contemplating deviating from its Policy for the following reasons:

- **The nature of the proposed project:** The Company is constructing a brand new manufacturing facility. The Agency wishes to encourage the growth of the manufacturing industry in the region
- **The extent to which financial assistance for the properties will create or retain permanent, private sector jobs:** The Company will retain 22 jobs and create 8 jobs. Were it not for the Agency financial assistance, the Company would consider expanding and consolidating operations in one of the Company's existing locations outside of New York State
- **The estimated value of tax exemptions to be provided:** By setting an annual fixed PILOT Payment, the taxing jurisdictions and the Company are better able to address financial planning; and

WHEREAS, the Company and/or the Sublessee have committed to retain the existing 22 FTEs for the term of the Leaseback Agreement and create an additional 8 FTEs at the Facility by the end of the third year of the Leaseback Agreement as a result of the Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the "Employment Obligation"), or else be subject to recapture or termination of Financial Assistance relating to the Project; and

WHEREAS, on May 15, 2023 the Agency sent certified letters to each of the affected tax jurisdictions, providing a copy of the Resolution, the date, time and location of the public hearing, the reasons the Agency intends to deviate from Policy and the opportunity to comment prior to the Agency authorizing Financial Assistance; and

WHEREAS, the Project will result in the removal or abandonment of the Company's facility located in the Town of Whitestown, Oneida County, New York; and

WHEREAS, the Company has represented in its application that the Project is reasonably necessary to (a) discourage the Company from moving out of State and consolidating operations at one of the Company's existing locations outside of the State and (b) preserve the Company's competitive position in its industry because the limitations of the existing property and facility impede the Company's and/or the Sublessee's ability to (i) attract and retain quality employees, (ii) expand its business operations and (iii) strengthen and grow its presence in Central New York; and

WHEREAS, on May 15, 2023 the Agency sent certified letters to each of the affected tax jurisdictions at the site of the Company's existing facility, providing a copy of the Resolution, the date, time and location of the public hearing, the reasons the Agency intends to deviate from Policy and the opportunity to comment prior to the Agency authorizing Financial Assistance; and

WHEREAS, the Agency conducted a public hearing on June 1, 2023 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Project and the Agency's leasehold interest in the Facility; and

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The construction and equipping of the Facility, the leasing of the Facility to the Company and the Agency's Financial Assistance with respect thereto, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The construction, equipping and financing of the Facility is reasonably necessary to induce the Company to (a) discourage the Company and/or the Sublessee from moving out of State; (b) preserve the Company's and/or the Sublessee's competitive position in its industry; and (c) maintain and expand the Company's and/or the Sublessee's business operations in the State of New York; and

(e) Based upon representations of the Company and Company's Counsel, the Facility conforms with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) The SEQRA findings adopted by the Agency at its meeting on September 15, 2023 encompassed the actions to be undertaken by this resolution and no changes have been made to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to undertake the Project; and

(h) The Lease Agreement is an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and

(i) The Leaseback Agreement is an effective instrument whereby the Agency leases the Facility back to the Company; and

(j) The Payment-In-Lieu-of-Tax Agreement (the "PILOT Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees to make payments-in-lieu-of-taxes for the duration of the term of the Leaseback Agreement; and

(k) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(l) The Job Creation and Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon the Company completing the Project substantially as presented to the Agency; and

(m) The Loan Documents will be effective instruments whereby the Agency mortgages and/or assigns to the Bank its interest in the Facility.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility pursuant to the Lease Agreement, (ii) execute, deliver and perform the Lease Agreement, (iii) lease the Facility back to the Company pursuant to the Leaseback Agreement, (iv) execute, deliver and perform the Leaseback Agreement, (v) execute, deliver and perform the PILOT Agreement; (vi) execute and deliver the Environmental Compliance and Indemnification Agreement, (vii) execute, deliver and perform the Recapture Agreement, (viii) execute, deliver and perform the Loan Documents, and (ix) provide the Financial Assistance to the Company in support of the Project.

Section 3. The Agency is hereby authorized to accept a leasehold interest in the real property described in Exhibit A to the Lease Agreement and the personal property described in Exhibit B to the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Agreement, the Leaseback Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Recapture Agreement (each in substantially the Agency's customary forms and which, prior to the execution and delivery thereof, may be redated) are hereby approved. The form and

substance of the Loan Documents are hereby approved, subject to the inclusion of the Agency's standard financing provisions and subject to counsel review.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the Leaseback Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture Agreement and the Loan Documents, all in substantially the forms thereof approved at this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Leaseback Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on September 15, 2023 with the originals thereof on file in my office, and that the same are true and correct copies of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Lease Agreement, the Leaseback Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture Agreement and the Loan Documents contained in this transcript of proceedings are each in substantially the forms presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend in person and public notices of the time and place of said meetings were duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

BARCLAY DAMON ^{LLP}

Genevieve M. Trigg
Partner

August 31, 2023

VIA ELECTRONIC MAIL

Oneida County Industrial Development Agency
Attn: Shawna M. Papale
584 Phoenix Drive
Rome, New York 13441-1405

Re: Above Grid Rome Solar LLC

Dear Ms. Papale:

On behalf of Above Grid Rome Solar LLC (the “Company”), enclosed please find an application for financial assistance related to the construction of a five (5) MW AC solar facility with related improvements (the “Project”) located at 5727 Rome-Taberg Road, in the City of Rome, Oneida County.

As set forth in the application, the Company seeks a deviation from the IDA's standard Solar Policy. The landowner is the Rome Industrial Development Corporation (“RIDC”). The land is already exempt from real property taxes and despite various efforts by RIDC to develop the parcel, it has proven to be undevelopable. Unlike the majority of solar projects previously before this IDA that have been developed on agricultural land or prime agricultural soils, the subject parcel has no such characteristics. Accordingly the Applicant respectfully submits the proposed per megawatt rate of \$7,000 rather than the required \$10,000 per MW.

The application also details Above Grid’s intention to sell the project to Catalyze LLC, who will become the ultimate owner and operator of the Project. Catalyze is a full-service development and acquisition company and long-term operator of approximately 130MW of solar and storage facilities across the country. The Project is one of several new projects in the State of New York being undertaken by Catalyze. Catalyze desires to expand and grow its business in New York to help achieve the State's renewable energy goals, while contributing to cleaner, more affordable renewable energy. We anticipate the transaction between Above Grid and Catalyze to be formalized within the next month and hereby preemptively seek the IDA’s consent to such change of control.

In addition to the application form, enclosed herein are the following supporting documents:

- Solar Addendum
- Lease Agreement;

OCIDA – Above Grid Rome
August 31, 2023
Page 2

- Deed;
- Decommissioning plan;
- Survey;
- Operating Agreement;
- Articles of Organization; and
- Check for \$1500 payable to Oneida County Industrial Development Agency.

Please accept this application for consideration at OCIDA's September meeting. If you have any questions or require anything further, please let me know.

Very truly yours,

/s./ Genevieve M. Trigg

Genevieve M. Trigg

Enclosures

c: Linda Romano, Esq.
Laura Roberto
Mark Kaucher



APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-1405
(315) 338-0393 telephone
(315) 338-5694 fax
Shawna M. Papale, Executive Director
spapale@mvedge.org

Please submit the signed and notarized completed application (Pages 1-25 ONLY), which must include any applicable addendum or supplemental information requested in the application, along with payment of a non-refundable \$500 Application Fee and a \$1,000 Commitment Fee (will be applied to final closing costs) to the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome NY 13441-1405, within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. An electronic version of the application must accompany the original application via physical media or e-mail.

Above Grid Rome Solar LLC

Project Name

Date of Submission August 31, 2023

Important Notes to Applicant:

Upon the submission of this application to the OCIDA, the application becomes a public document. Be advised that any action brought before the Agency is public information. All agendas for the OCIDA are issued publicly prior to the full agency meeting. Upon the submission of this application to the OCIDA, the application becomes a public document and OCIDA is required by law to post on its website and make available to the public this Application and supporting materials. If when completing this Application, you deem any information to be specifically exempted from disclosure under Article Six of the Public Officers Law, please answer the question "This information is deemed to be exempt from disclosure under Article Six of the Public Officers Law and is submitted on the attached confidential addendum." It is acceptable to submit any confidential addendum electronically as a .pdf file separate from the application, but any confidential addendum must still be submitted with the hard copy of the full application (see Page 1). Please answer any such questions on a separate Addendum titled, "Confidential and Protected by Article Six of the Public Officers Law." If OCIDA is challenged to produce any information the Applicant identifies as protected, the Applicant will be required at its sole cost to defend such assertion on behalf of OCIDA.

The information requested by this application is necessary to determine the eligibility of your project for OCIDA benefits. Please answer all questions and respond "Not Applicable", "NA", or "none" where appropriate. If you're response is an estimate, please indicate so. Attach additional sheets if more space is needed for a response. **All applications must include a completed and signed NYS SEQR form and Cost Benefit Analysis form (please consult with OCIDA) before the application is considered complete.**

By signing and submitting this Application, the Applicant acknowledges that it received a copy of the Uniform Tax Exemption Policy and the Oneida County IDA Penalty for Failure to Meet Employment Levels as adopted by the Agency and Agency Memorandums pertaining to the benefits of projects financed through the Agency.

A project financed through the Agency involves the preparation and execution of significant legal documents. Please consult with an attorney before signing any documents in connection with the proposed project. You will receive an engagement letter from the OCIDA legal counsel. You will be asked to sign the engagement letter acknowledging you will be responsible for all legal fees of OCIDA legal counsel and that you understand the process. Should you not close and legal services have been rendered by the OCIDA legal counsel, Applicant will be responsible for those costs.

If your project requires a public hearing, a representative of the applicant is required to be present. A date will be coordinated by the OCIDA legal counsel.

If you have any questions how to calculate the OCIDA's application fee please refer to the enclosed Memorandum to Companies -Sale Leaseback Transactions or contact the OCIDA.

Part I: Applicant Information

Note: In responding to the following questions, please keep in mind that the Applicant will be party to all of the documents and is the individual or if entity will be formed which will receive the actual financial assistance from the Agency.

Applicant

1(a) Applicant's Legal Name: Above Grid Rome Solar LLC
1(b) Principal Address: 516 Rt 33 West, Bldg 2 Suite 101
Millstone Twp, NJ 08535

1(c) Telephone/Facsimile Numbers: 585-330-1919

1(d) Email Address: jtassone@abovegridsolar.com

1(e) Federal Identification Number: _____

1(f) Contact Person: Joe Tassone, Jr.

1(g) Is the Applicant a Corporation: If Yes, Public Private
If public, on which exchange is it listed?

- Subchapter S
- Sole Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Corporation/Partnership
- Single-Member LLC (name and EIN below):

Name: _____
EIN #: 88-0735615

- DISC
- Other(specify) _____

1(h) State of Organization (if applicable) New York

Applicant's Stockholders, Members, Directors and Officers, Partners.

2(a) Provide the following information with respect to any person with 15% or more in equity holdings in any entity in ownership chain of the project. Add additional sheets if necessary.

<u>Name</u>	<u>Address</u>	<u>Percentage of Ownership</u>
Above Grid LLC	516 Rt 33 West, Bldg 2 Suite 101 Millstone Twp, NJ 08535	100%

*See cover letter related to anticipated change of control.
**See supplement with entity breakdown.

2(b) Is the Applicant, or any of the individuals listed in 2(a) above, related directly or indirectly to any other entity by more than 50% common ownership? **If Yes**, indicate name of such entity and the relationship. Yes No

2(c) Is the Applicant affiliated with any other entity, directly or indirectly, other than as listed in the response to 2(a) above? **If Yes**, please indicate name and relationship of such other entity and the address thereof: Yes No

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: Genevieve Trigg, Esq.
Firm: Barclay Damon LLP
Address: 80 State Street
Albany, NY 12207
Telephone/Fax: 518-860-9032
Email: gtrigg@barclaydamon.com

3(b) Applicant's Accountant

Name/Title: _____
Firm: _____
Address: _____

Telephone/Fax: _____
Email: _____

Business Description

4(a) Describe the nature of your business and principal products and/or services.
Attach additional sheets if necessary.

Above Grid LLC, sole member of Above Grid Rome Solar LLC, is a community-scale solar developer with multiple projects across New York State and the Northeast.

Catalyze LLC, the anticipated new sole member of Above Grid Rome Solar, LLC, is a full-service development and acquisition company and long-term operator of approximately 130MW of solar and storage facilities across the country.

Part II: Project Information

5(a) Explain your project in detail. This description should include explanation of all activities which will occur due to this project. Attach additional sheets if necessary.

The Above Grid Rome Solar, LLC solar project (the "Project") consists of a 5 MWAC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system that generates electricity for offsite use, sale, and consumption. The Project includes two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment. The Project is located at 5727 Rome Taberg Road, SBL# 222.000-0001-39.001.

Reasons for Project

6(a) Please explain in detail why you want to undertake this project.

Above Grid Rome Solar, LLC had developed this project and desires to have Catalyze construct and operate the project long-term.

Catalyze has been a developer, financier, owner and operator of solar energy systems across a number of different jurisdictions nationally since 2017. The Project is one of several new projects in the State of New York being undertaken by Catalyze. Catalyze desires to expand and grow its business in New York and help achieve the State's renewable energy goals, while contributing to cleaner, more affordable renewable energy.

6(b) Why are you requesting the involvement of the Agency in your project?

Without Agency involvement, the Project would not be economically feasible.

6(c) Please confirm by checking the box below, if there is the likelihood that the Project would not be undertaken **BUT FOR** the Financial Assistance provided by the Agency.

Yes No

If the Project could be undertaken without Financial Assistance provided by the Agency, ("**No**" is checked above) then provide a statement in the space provided below indicating why the Agency should approve the requested assistance:

How will the Applicant's plans be affected or scaled back if Agency approval is not granted?

The Project would not be constructed without Agency approval.

6(d) Is the proposed project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

Yes No If Yes, please explain briefly.

6(e) Will financing by the Agency result in the removal or abandonment of a plant or other facility of the applicant or any related entity presently located in another area of New York State?

Yes No

If Yes, is the proposed project reasonably necessary to preserve the competitive position of the Applicant in its respective industry? Yes No

If Yes, please provide a statement and evidence supporting the same. Include the name of all taxing jurisdictions in which the abandoned facility or plant lies, and whether Applicant has had any discussions with said taxing jurisdictions regarding the abandonment. Please provide as much detail as possible.

6(f) Has the Applicant or any related entity previously secured financial assistance in Oneida County (whether through the Agency, the Empire State Development Corporation, or any other entity) ? Yes No

If Yes, please explain (indicate date of benefit, location of facility and outstanding balance).

6(g) Has the Applicant or any related entity secured financial assistance anywhere within the United States within the last 90 days or does the Applicant or any related entity anticipate receiving financial assistance within the next 90 days? Yes No

If Yes, please explain.

6(h) Check all categories best describing the type of project for all end users at project site (you may check more than one; if checking more than one indicate percentage of square footage the use represents):

Please provide percentage of sq. footage for each use (if more than one category):

- | | | |
|---|----------------------|---|
| <input type="checkbox"/> Manufacturing | <input type="text"/> | % |
| <input type="checkbox"/> Industrial Assembly or Service | <input type="text"/> | % |
| <input type="checkbox"/> Back office operations | <input type="text"/> | % |
| <input type="checkbox"/> Research and Development | <input type="text"/> | % |
| <input type="checkbox"/> Technology/Cybersecurity | <input type="text"/> | % |
| <input type="checkbox"/> Warehousing | <input type="text"/> | % |
| <input type="checkbox"/> Commercial or Recreational | <input type="text"/> | % |
| <input type="checkbox"/> Retail | <input type="text"/> | % |

- | | | | |
|----------------------|--|----------------------------------|---|
| Add Housing Addendum | <input type="checkbox"/> Residential housing (specify) _____ | <input type="text"/> | % |
| | <input type="checkbox"/> Pollution Control (specify) _____ | <input type="text"/> | % |
| | <input type="checkbox"/> Environmental (e.g., Brownfield) (specify) _____ | <input type="text"/> | % |
| Add Solar Addendum | <input checked="" type="checkbox"/> Other (specify ie; renewable energy) <u>Solar energy generating facility</u> | <input type="text" value="100"/> | % |

6(i) Check all categories best describing the **scope of the project**:

- Acquisition of land
- Acquisition of existing building
- Renovations to existing building
- Construction of addition to existing building
- Demolition of existing building or part of building
- Construction of a new building
- Acquisition of machinery and/or equipment
- Installation of machinery and/or equipment
- Other (specify) _____

6(j) Please indicate the financial assistance you are requesting of the Agency, and provide the estimated value of said assistance. Attach a sheet labeled Annual PILOT that shows the annual utilization of the Real Property Tax Abatement by year and by taxing jurisdiction (PLEASE CONSULT WITH IDA STAFF ON PILOT CALCULATIONS).

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input checked="" type="checkbox"/> Real Property Tax Abatement (value of PILOT savings)	\$ <u>517,966</u>
<input type="checkbox"/> Mortgage Tax Exemption (.75%) \$ _____	
Amount of mortgage: \$ _____	
<input type="checkbox"/> Sales and Use Tax Exemption ** (8.75%) \$ _____	(Not available for solar)
Value of goods/services to be exempted from sales tax: \$ _____	
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$ _____	

**** TOTAL EXEMPTION ASSISTANCE REQUESTED: \$ 517,966**

Is the financial assistance requested by the Applicant consistent with the IDA's Uniform Tax Exemption Policy? Yes No

If No, please provide a written statement describing the financial assistance being requested and detailing the reasons the IDA should consider deviating from its Policy.

The Applicant seeks a per megawatt rate of \$7,000 rather than the required \$10,000 per MW. The land where the Project is proposed is owned by the Rome Industrial Development Corporation, and is already exempt and otherwise undevelopable. Unlike the major of solar projects previously before this IDA that have been developed on agricultural land or prime agricultural soils, the subject parcel has no such characteristics. We believe there is a reasonable basis to grant a deviation of the IDA's standard Solar Policy as this project would make good use on otherwise undevelopable land

**** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents will include a covenant by the Applicant that the estimate, above, represents the maximum amount of sales and use tax benefit currently authorized by the Agency with respect to this Application. The Agency may utilize the estimate, above, as well as the (9)proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered. It is the responsibility of the applicant to inform the IDA within 10 days if the project amount changes.**

Part III: Facility Information

Attach copies of the most recent real property tax bills. Include copies for all taxing jurisdictions for the site/ facility that IDA assistance is being sought.

Facility (Physical Information) If multiple locations please provide information on all.

7(a) Street Address of Facility:

5727 Rome Taberg Road

7(b) City, Town and/or Village (list ALL incorporated municipalities):

City of Rome

7(c) School District:

Rome City School District

7(d) For what purpose was the facility site most recently used (i.e., light manufacturing, heavy manufacturing, assembly, etc.)?

vacant agricultural land

7(e) Zoning Classification of location of the project:

C-2 Agriculture

7(f) Please describe in detail the facility to be acquired, constructed or renovated (including number of buildings, square footage, number of floors, type of construction,) and attach plot plans, photos or renderings, if available. If there are infrastructure improvements (water, sewer, gas, electrical, etc.) please provide details along with who will carry out those improvements and who will fund them. **Please be as specific as possible.**

The Above Grid Rome Solar, LLC solar project (the "Project") consists of a 5 MWAC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system that generates electricity for offsite use, sale, and consumption. The Project includes two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment.

7(g) Has construction or renovation commenced? Yes No

If Yes, please describe the work in detail that has been undertaken to date, including the date of commencement.

If No, indicate the estimated dates of commencement and completion:

Construction Commencement: Q1 2024

Construction completion: Q4 2024

7(h) Will the construction or operation of the facility or any activity which will occur at the site require any local ordinance or variance to be obtained or require a permit or prior approval of any state or federal agency or body (other than normal occupancy and/or construction permits)?

Yes No

If Yes, please describe.

Special use permit

Has the Project received site plan approval from the Planning Department?

Yes No N/A

If Yes, please provide the Agency with a copy of the planning department approval along with the related State Environmental Quality Review (SEQR) determination. If no, please provide the status of approval:

See Negative Declaration attached.

7(i) Will the project have a significant effect on the environment? Yes No

Important: please attach and sign Part 1 of either the the long or short Environmental Assessment Form to this Application.

7(j) What is the useful life of the facility? 20 years

7(k) Is the site in a former Empire Zone? Yes No

If Yes, which Empire Zone: _____

Is project located in a Federal HUB Zone or distressed area: Yes No

Provide detail.

ALL APPLICANTS MUST ANSWER PART IV-8(a)

Part IV: Retail Project Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

8(a). Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

Required Yes or No **If the answer is YES, please continue below.**
If the answer is NO, proceed to Section Part V - Facility (Legal Info)

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

8(b). What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? 0.00 %. **If the answer is less than 33% do not complete the remainder of this retail determination page and proceed to next section, Part V Facility (Pg 13)**

*** If the answer to A above is Yes AND the answer to B above is greater than 33.33%, indicate which of the following questions below apply to the project:**

1. Will the project be operated by a not-for-profit corporation Yes No

2. Is the Project location or facility likely to attract a significant number of visitors from outside Oneida County?

Yes No

If **yes**, please provide a third party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes No

If **yes**, please provide a third party market analysis that demonstrates that a majority of the project's customers are expected to come from outside of Oneida County and the project will not directly compete with existing businesses located in Oneida County.

Part V: Facility (Legal Information)

9(a) With respect to the **present owner** of the land or facility, please give the following information and provide a brief statement regarding the status of the acquisition.

(Note: the present owner is not necessarily the user of the facility, but that party which holds legal title to the facility.)

Legal Name: Rome Industrial Development Corporation
Address: 584 Phoenix Drive
Rome, NY 13441
Telephone: 315-338-0393
Balance of Mortgage: N/A
Holder of Mortgage: _____

If the Applicant is not the present owner of the facility, please attach any written agreements and contracts concerning the acquisition of the real property and/or equipment.

See lease agreement attached.

9(b) Is there a legal relationship, directly or indirectly, by virtue of common control or through related persons, between the Applicant and the present owner of the facility?
 Yes No. **If Yes**, please explain.

The Applicant leases the land from RIDC.

9(c) Will a related real estate holding company, partnership or other entity, be involved in the ownership structure of the transaction?
 Yes No. **If Yes**, please explain.

9(d) Will the title owner of the facility/property also be the user of the facility?
 Yes No **If Yes**, please explain.

The Applicant will own and operate the solar facility.

9(e) Is the Applicant currently a tenant in the facility? Yes No

9(f) Are you planning to use the entire proposed facility?
 Yes No

If **No**, please give the following information with respect to tenant(s) which will remain in the facility after the completion of the project, including the square footage the Applicant will occupy:

Name of Tenant	Floors Occupied	Sq. Ft. Occupied	Nature of Business

9(g) Are any of the tenants related to the owner of the facility?
 Yes No **If Yes**, please explain.

9(h) Will there be any other users utilizing the facility?
 Yes No

If Yes, please explain. Provide detail of the contractual arrangement including any financial exchange for the use of the site or property.

Part VI: Equipment

10(a) List the principal items or categories of equipment to be acquired as part of the project. If you are requesting sales tax exemption it is important to be as detailed as possible. (If a complete list is not available at time of application, as soon as one is available but prior to final authorizing resolution, please submit a detailed inventory of said equipment to be covered.) Attach a sheet if needed.

solar panels, racking, inverters, electrical conduit and related appurtenances.

10(b) Please provide a brief description of any equipment which has already been purchased or ordered, attach all invoices and purchase orders, list amounts paid and dates of expected delivery. Attach a sheet if needed.

10(c) What is the useful life of the equipment? 20 years

Part VII: Employment Information

"FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

11(a) Estimate how many construction jobs will be created or retained as a result of this project.

35

11(b) Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

Yes No **If Yes**, explain below.

11(c) Have you experienced any employment changes (+ or -) in the last three (3) years?

Yes No **If Yes**, explain below.

11(d) Job Information related to project ***

Estimate below how many jobs will be created and retained as a result of this project, if OCIDA assistance is granted. **PLEASE MAKE SURE TOTAL PART-TIME EMPLOYEES ARE TURNED INTO FULL-TIME EQUIVALENTS (FTE) for Line B. - See Pg. 17.**

Number of Jobs BEFORE Project	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Address in NYS	0	0	0	0	0	
Full-Time Company	0	0	0	0	0	0
Full-Time Independent Contractors	0	0	0	0	0	0
Full-Time Leased	0	0	0	0	0	0
A. Total Full-Time BEFORE	0	0	0	0	0	0
Part-Time Company	0	0	0	0	0	0
Part-Time Independent Contractors	0	0	0	0	0	0
Part-Time Leased	0	0	0	0	0	0
B. Total FTE Part-Timers BEFORE	0	0	0	0	0	0
C. Total FTE BEFORE*	0	0	0	0	0	0

*For Total FTE BEFORE add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).

Number of Jobs AFTER Project (within 3 years of project completion)	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Full-time Company	0	0	0	0	0	0
Full-Time Independent Contractors	0	0	0	0	0	0
Full-Time Leased	0	0	0	0	0	0
A. Total Full-Time AFTER	0	0	0	0	0	0
Part-Time Company	0	0	0	0	0	0
Part-Time Independent Contractors	0	0	0	0	0	0
Part-Time Leased	0	0	0	0	0	0
B. Total FTE Part-Timers AFTER	0	0	0	0	0	0
C. Total FTE AFTER *	0	0	0	0	0	0

**For Total FTE AFTER add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).*

Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the JOBS CREATED within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
A. Full-Time	0	0	0	0	0	0
B. FTE Part-Timers	0	0	0	0	0	0
C. Total AFTER	0	0	0	0	0	0

** Labor Market Area includes Oneida, Lewis, Herkimer, and Madison Counties

Provide Any Notes To Job Information Below

The Project will not create any long term full-time jobs. The Project will, however, create 25-40 full-time construction jobs. The Applicant endeavours to make good faith efforts to hire labor within the Labor Market Area.

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)
Management	\$	%	\$	%
Administrative	\$	%	\$	%
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$	%	\$	%

*** By statute, Agency staff must project the number of Full-Time Jobs that would be retained and created if the request for Financial Assistance is granted. "FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

11(e) Please list NAICS codes for the jobs affiliated with this project:

237130

Part VIII: Estimated Project Cost and Financing

12(a) List the costs necessary for preparing the facility.

LAND Acquisition	\$	0	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$	0	
Existing Building(s) RENOVATION	\$	0	
NEW Building(s) CONSTRUCTION	\$	0	
Site preparation/parking lot construction	\$	0	
Machinery & Equipment that is TAXABLE	\$	0	
Machinery & Equipment that is TAX-EXEMPT	\$	8,884,546	
Furniture & Fixtures	\$	0	
Installation costs	\$	1,300,000	
Architectural & Engineering	\$	700,000	
Legal Fees (applicant, IDA, bank, other counsel)	\$	40,000	
Financial (all costs related to project financing)*	\$	58,933	
Permits (describe below)	\$	100,000	
Other (describe below) ie: solar decommissioning expense)	\$	330,188	

Other:	Cost:	Subtotal \$	11,413,667
1. Interconnection cost	\$ 297,548		
2. Lease payment	\$ 32,640	Agency Fee ¹ \$	57,068
3.			
4.			
5.		Total Project Cost \$	11,470,735

* Bank fees, title insurance, appraisals, environmental reviews, etc.

¹ See Attached Fee Schedule (Page 22) for Agency Fee amount to be placed on this line.

Permit/Other Information

The Applicant has received site plan and special use permit approval from the City of Rome.

12(b) Has the Applicant contacted any bank, financial institution or private investor with respect to financing the proposed project? Yes No **If Yes**, please provide details below.

12(c) Has the Applicant received a commitment letter for said financing? **If Yes**, please provide a copy along with this application. Yes No

12(d) Sources of Funds for Project Costs

Bank Financing: ----- \$ 5,556,058
 Equity (excluding equity that is attributed to grants/tax credits) -- \$ 1,141,367
 Tax Exempt Bond Issuance (if applicable) ----- \$ _____
 Taxable Bond Issuance (if applicable) ----- \$ _____
 Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.----- \$ 4,716,242

Identify each Public state and federal grant/credit:

Comments:

Source	NYSERDA	\$	734,040	
Source	ITC	\$	3,982,202	
Source		\$		
Source		\$		

Total Sources of Funds for Project Costs: \$ 11,413,667

Part IX: Real Estate Taxes

13(a) For each tax parcel which comprises the facility, and for which assistance is being sought, please provide the following information using figures from the most recent tax year. If an increase in the assessment is anticipated due to the proposed project, please indicate the new estimated assessment amount in the **POST- PROJECT** column. Attach copies of the most recent tax bills for all jurisdictions.

Tax Map Parcel #	Current Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount (\$)	Estimated Post-Project Assessment
222.000-0001-039.001	\$ 100,000	\$ 0	\$ 100,000	\$ 0	

13(b) Will the entirety of each tax parcel be subject to the PILOT? YES NO

13(c) If the entirety of each parcel will not be subject to the PILOT, will the municipality require a subdivision? YES NO

***If a subdivision is required, it is the responsibility of the Applicant to complete subdivision approval prior to commencement of the PILOT Agreement, and to provide the Agency with the tax parcel number(s) assigned.**

13(d) Address of Receiver of Town and/or Village Taxes (include all jurisdictions):

City of Rome

198 N Washington St # 1B

Rome, NY 13440

13(e) Address of Receiver of School Taxes:

Rome Central School District

409 Bell Rd

Rome, NY 13440-5243

13(f) Has the current property owner or user been granted an Ag-District exemption on the tax map parcel anytime during the past 4 years?

Yes No

If Yes explain below.

13(g) Please consult with Agency staff to complete a Cost/Benefit Analysis form to attach to this Application.

Use space below for additional information

NYS SEQRA Environmental Review

- The applicant must complete, sign and return to the IDA **either** the Short Form Environmental Assessment Form (SEAF) **or** the Full Environmental Assessment Form (FEAF). See the NYS DEC website for the most current versions of these documents.

<https://www.dec.ny.gov/permits/6191.html>

- To determine which EAF form is appropriate for the project, the applicant should consult with its engineer or legal counsel.
- It is the IDA's strong preference that the municipality that governs the jurisdiction where the project is located (e.g., a Planning Board, Zoning Board or other supervisory board) serve as lead agency for the SEQRA review.
- In limited cases, the IDA will act as lead agency, but it may lead to additional cost to the applicant if a review is required to make a determination of environmental impact.
- If another public body is serving as lead agency for the SEQRA review the applicant should provide the IDA with a signed Part 2 (and Part 3 if using the Long Form) and any minutes of meetings that detail the lead agency's determination.
- The IDA cannot grant any financial assistance until the SEQRA review process is complete.

Agency Fee Schedule

Commitment Fee: \$1,000 – due following the initial inducement but prior to scheduling of the public hearing; this amount is non-refundable if the applicant fails to close on the project before the IDA. Upon closing with the IDA this amount is applied to the closing fees.

Bond Fees: ½ of 1% of total bond amount

IDA Agency Fee: PILOT, Mortgage Recording Exemption, Sales Tax Exemption:

- Up to a \$1.0 Million project - \$5,000
- Above \$1.0 Million project up to \$10.0 Million project – ½ of 1% of total project cost.
- Above \$10.0 Million project – ½ of 1% of total project cost up to \$10.0 Million plus incremental increase of ¼ of 1% of total project above \$10.0 Million.
- Any previously induced solar or renewable energy projects that have not yet proceeded to a final authorizing resolution, and are asking for an increase in benefits, will be subject to an Agency fee of one and one-half times the Agency's normal fee.

Transaction Counsel/Agency Counsel fee:

Set by Bond/Transaction Counsel based upon the nature and complexity of the transaction. This applies to bond and non-bond transactions (leasebacks, sale-leasebacks, etc).

Transaction Counsel/Agency Counsel fees for bond transactions typically will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for a sale-leaseback/lease-leaseback transaction are typically \$8,500 to \$10,000 if no commercial financing is involved or \$10,000 to \$12,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

Annual Fee:

For the term in which the property remains in the IDA's name, an annual lease payment is due in the amount of \$750 (Solar Projects: \$2,000). The first payment is due at closing and subsequent payments are due each January 1. For annual fees not paid and delinquent, a late charge of \$50 per month will be levied until such time the fee plus late charges are paid.

Other fees:

If Applicant requests the IDA enter into subsequent transactions following closing (i.e., a facility refinance), the IDA will charge a closing fee equal to 1/8 of one percent of the total reissuance, redemption, new or revised mortgage, refinancing, spreading agreement or other transaction with a minimum payment due of \$500. Applicant will also be responsible to pay any legal fees and any bank or financial institution fees the IDA incurs in connection with said transaction, throughout the term of the Agency's involvement with the facility.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

The undersigned requests that this Application be submitted for review to the Oneida County Industrial Development Agency (the "Agency") and its Board of Directors.

Approval of the Application can be granted solely by this Agency's Board of Directors. The undersigned acknowledges that Applicant shall be responsible for all costs incurred by the Agency and its counsel in connection with the attendant negotiations whether or not the transaction is carried to a successful conclusion.

The Applicant further understands and agrees with the Agency as follows:

- 1. Annual Sales Tax Filings.** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- 2. Annual Employment, Tax Exemption & Bond Status Reports.** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site as well as tax exemption benefits received with the action of the Agency. For Applicants not responding to the Agency's request for reports by the stated due date, a \$500 late fee will be charged to the Applicant for each 30-day period the report is late beyond the due date, up until the time the report is submitted. Failure to provide such reports as provided in the transaction documents will be an Event of Default under the Lease (or Leaseback) Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Annual Employment, Tax Exemption & Bond Status Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- 3. Absence of Conflict of Interest.** The Applicant has consulted the Agency website of the list of the Agency members, officers and employees of the Agency. No member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein after described (if none, state "none"):
- 4. Hold Harmless.** Applicant hereby releases the Agency and its members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final

agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

5. The Applicant acknowledges that the Agency has disclosed that the actions and activities of the Agency are subject to the Public Authorities Accountability Act signed into law January 13, 2006 as Chapter 766 of the 2005 Laws of the State of New York.
6. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
7. The Applicant acknowledges that it has been provided with a copy of the Agency's recapture policy (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
8. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

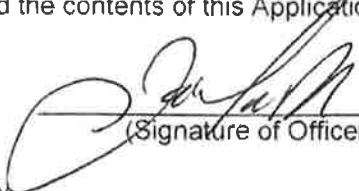
9. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
10. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material

fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

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

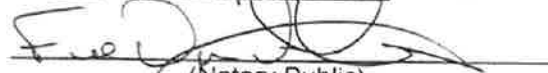
Joe Tassone Jr., being first duly sworn, deposes and says:

1. That I am the Manager (Corporate Office) of Above Grid Rome Solar LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 1st day of September, 2023



(Notary Public)

FRED VANSTRANDER
Notary Public, State of New York
Qualified in Schenectady County
Reg. No. 01VA5021870
My Commission Expires 12/27/2025

If the application has been completed by or in part by other than the person signing this application for the applicant please indicate who and in what capacity:

By: N/A

Name: _____

Title: _____

Date: _____

Please submit the signed and notarized completed application along with payment of a non-refundable **\$500 Application Fee** and a **\$1,000 Commitment Fee** (will be applied to final closing costs) to the **Oneida County Industrial Development Agency**, 584 Phoenix Drive, Rome NY 13441-1405, **within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda**. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. It is advised that an electronic version of the application accompany the original application via hard copy or e-mail. An electronic version of the application must accompany the original application via physical media or e-mail.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale Executive
Director/Secretary

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA

584 Phoenix Rome, New York 13441-4105
Ph: (315) 338-0393, fax (315) 338-5694
info@mvedge.org www.oneidacountyida.org



David B. Grow
Chair

L. Michael Fitzgerald
Vice-Chair

Mary Faith Messenger
Treasurer

Ferris Betrus
Kirk Hinman

Eugene Quadraro
Steven Zogby

MEMORANDUM TO COMPANIES SALE-LEASEBACK TRANSACTIONS

1. When a Company decides that a sale-leaseback transaction may suit its particular needs, the first order of business is for the Company to complete an Application for Financial Assistance, together with an Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant (referred to collectively as the "Application"). The Application is submitted to Agency Counsel for a formal decision as to whether or not the project qualifies as a "project," as defined by law.
2. No action can be taken until the Application is completed and submitted to the Agency and approved by Agency Counsel.
3. Upon completion of the Application and approval by Agency Counsel, the Agency will meet for the purpose of adopting an Inducement Resolution and reviewing the Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant. At this time a Resolution may be adopted by the Agency concerning the environmental impact. **Please note that the Agency is subject to the Open Meetings Law, and all meetings will be open to the public, including news media.**
4. The Company is expected and encouraged to have its own counsel. The Company is also required to reimburse the Agency for all legal expenses incurred in furtherance of a proposed transaction, whether or not that transaction is completed. This includes all fees and disbursements of Agency Counsel.
5. The Company will be asked to sign an Inducement Agreement, which sets forth the terms of the proposed transaction and the obligations of the parties in furtherance of the same. The Company will also be asked to provide Agency Counsel with certain

information concerning the formation of the corporation or partnership, a survey of the property, title insurance, insurance certificates, etc. before the transaction can close. All matters in connection with the transfer of the real estate will be handled primarily by Company Counsel with the assistance of Agency Counsel.

6. A Public Hearing may be required in accordance with the New York State General Municipal Law, after which the Oneida County Executive must approve or disapprove the issue. Notice of the Public Hearing must be published at least thirty (30) days prior to the Hearing in the newspaper where the project is located. The highest elected official of each affected taxing jurisdiction must also receive thirty day written notice of the Hearing.

No financial benefits may be granted by the Agency to the Company until after the Public Hearing if required.

7. Agency Counsel has certain requirements as to those documents which must be included in the transaction and the content thereof, including but not limited to requiring environmental impact surveys, environmental indemnifications and general indemnifications.
8. The fee schedule is attached, covering the Agency fee, the Agency's work with respect to the project and the work of Agency Counsel.

The estimated fees for Agency Counsel may vary depending on the nature of the project. The initial fee quote assumes that the transaction closes within ninety (90) days from the date of the inducement, that there will be no unusual questions of law or prolonged negotiations regarding the documents, and that the involvement or assistance from other agencies will not require substantial modifications to the typical structure and documentation of similar transactions. The fee quote also assumes that Agency Counsel will not be called upon to coordinate with any lender, as the Agency is not issuing bonds. The fee quote assumes that closing will take place by mail and will not necessitate attending meetings with the Company or any lender.

9. Once the terms and conditions of the transaction are fairly well established, Agency Counsel prepares preliminary drafts of the financing documents and distributes them to all parties for review and comment. Comments accepted by all counsel will result in redrafting of documents. The parties establish a mutually agreeable closing date, and final documents for execution are prepared.

10. The Agency then conducts a meeting whereby it adopts an Authorizing Resolution, under which the Agency approves of the form of the documents and authorizes the Chairman to execute the same.
11. The closing takes place.
12. Some of the benefits available to a company under a sale-leaseback transaction are as follows:
 - ⇒ Exemption from New York State mortgage recording tax
 - ⇒ Exemption from New York State sales tax for materials used in construction
 - ⇒ Real property tax abatement on the value added to the project (for more information, please see the Uniform Tax Exemption Policy enclosed herewith)

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**MEMORANDUM TO APPLICANTS FINANCING AN IDA PROJECT
THROUGH A COMMERCIAL LENDER**

We have found it helpful to outline at the onset of a transaction the basic structure of financing when an industrial development agency (“IDA”) has a fee or leasehold interest in a property and is party to a mortgage or other financing instrument. **Please give a copy of this memorandum to your lender as early in the financing process as possible.**

An IDA is party to a financing instrument purely as a conduit for financial assistance (in the case of granting exemptions from mortgage recording tax) and to grant its interest in the facility to the lender. To preserve the passive nature of its role, the IDA cannot assume any obligations or make any representations that a traditional Borrower would make to a lender. It has been our experience that the easiest way to accomplish this is to define the Borrower as the “Borrower,” define the IDA as the “Agency,” and only include the Agency in the granting clause and with respect to the assignment of rents, inasmuch as those are the only reasons that the Agency is party to this document.

Furthermore, because PILOT Payments are contractual obligations and are not given the same high priority as tax payments, we crafted some language that will restore the taxing jurisdictions to the same position they would have been but not for the IDA involvement in the project. While it is not disputed that is an equitable arrangement, certain lenders have expressed concern that, because the requirement to pay PILOT Payments is contained in a private contract, there is no prescribed process to avoid significant delinquencies as there is under a tax foreclosure. It has been our experience the easiest way to accomplish this is for a lender to escrow PILOT Payments so it has the assurance that payments are made in a timely manner. If a lender does not wish to escrow PILOT Payments, an alternative is for the IDA to record a PILOT Mortgage that would be given first priority over the lender’s mortgage, similar to the priority taxes have.

Below are certain provisions we require be incorporated into each financing document to which the IDA is a party (please modify capitalized terms accordingly):

1. AGENCY PROVISIONS.

a. Agency makes no covenants other than to mortgage all of its interest in the Premises excepting its Unassigned Rights (as said term is defined in the Leaseback Agreement).

b. **NO RECOURSE AGAINST AGENCY:** Lender agrees that Lender will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the Indebtedness or any covenant, stipulation, promise, agreement or obligation contained in this Mortgage. In enforcing its rights and remedies under this Mortgage, Lender will look solely to the Premises for the payment of the Indebtedness and for the performance of the provisions hereof. Lender will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the Indebtedness.

c. **HOLD HARMLESS:** Borrower and Lender agree that the Agency, its directors, members, officers, agents (except the Borrower) and employees shall not be liable for and Borrower agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any

cause whatsoever pertaining to the 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 Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

d. **SPECIAL OBLIGATION.** The obligations of the Agency under the Mortgage and Financing Documents constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Leaseback Agreement and the PILOT Agreement. Neither the members, officers, agents (except the Borrower) or employees of the Agency, nor any person executing the Mortgage and Financing Documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Facility. The obligations of the Agency under the Financing Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

e. **SUBORDINATION TO PILOT AGREEMENT:** This Mortgage shall be subject and subordinate to any PILOT Agreement between the Borrower and the Agency with respect to the payments in lieu of taxes assessed or imposed upon the Premises, and by accepting this Mortgage, Lender acknowledges and agrees that such PILOT payments shall have the same force, priority and effect as a real property tax lien under New York State law against the Premises.

If a lender chooses to escrow PILOT Payments, we will incorporate the following provisions into the Leaseback (or Lease) Agreement:

Section 9.13 Subordination to Mortgage. This Leaseback Agreement and the rights of the Company and the Agency hereunder (other than with respect to the Unassigned Rights) are subject and subordinate to the Lien of the Mortgage, and all extensions, renewals or amendments thereof. The subordination of this Leaseback Agreement to the Mortgage shall be automatic, without execution of any further subordination agreement by the Company or the Agency. Nonetheless, if the Bank requires a further written subordination agreement, the Company and the Agency hereby agree to execute, acknowledge and deliver the same.

Section 9.14 Rights of Bank.

(a) Bank is hereby given the right by the Agency, in addition to any other rights herein granted, without any requirement to obtain the Agency's consent, to mortgage the mortgagors' respective interests in the Facility and, in the case of the Company, to assign and grant a security interest in the Company's rights under the Company Documents as collateral security for its obligations to the Bank, upon the condition that all rights acquired by Bank shall be subject to all rights and interests of the

Agency herein and in the other Company Documents, none of which covenants, conditions or restrictions is or shall be waived by the Agency by reason of this right to mortgage or grant a security interest in the Facility and the Company Documents, including Unassigned Rights.

(b) There shall be no renewal, cancellation, surrender, acceptance of surrender, material amendment or material modification of this Leaseback Agreement or any other Company Document by joint action of the Agency and the Company alone, without, in each case, the prior consent in writing of Bank, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any fee and/or leasehold estates or other lesser estates in the Facility. Failure of the Bank to consent to a modification of this Leaseback Agreement by the Agency shall constitute an Event of Default.

(c) If the Agency serves a notice of default upon the Company, it shall also serve a copy of such notice upon Bank at the address set forth in Section 9.1.

(d) In the event of any default by the Company under this Leaseback Agreement or any other Company Document, the Bank shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to the Company and the Bank of such default to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of Bank as if same had been done by the Company. The Agency in its sole discretion will determine whether such action by the Bank amounts to a cure.

(e) Except where Bank or its designee or nominee has succeeded to the interest of the Company in the Facility, no liability for any payments to be made pursuant to this Agreement or the performance of any of the Company's covenants and agreements under this Agreement shall attach to or be imposed upon the Bank, and if the Bank or its nominee or designee succeeds to the interest of the Company in the Project, all of the obligations and liabilities of the Bank or its nominee or designee shall be limited to such entity's interest in the Facility and shall cease and terminate upon assignment of this Leaseback Agreement by the Bank; provided however, that the Bank or its nominee or designee shall pay all delinquent PILOT Payments, if any, prior to said assignment.

(g) Notwithstanding any provision of this Leaseback Agreement or any other Company Document to the contrary, foreclosure of a mortgage or any sale of the Company's interest in this Leaseback Agreement and/or the Facility in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this Agreement and/or the Facility to Bank by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of the Company's interest in this Leaseback Agreement and/or the Facility by Bank shall not require the consent or approval of the Agency and failure to obtain the Agency's consent shall not be a default or Event of Default hereunder.

**Oneida County Industrial Development Agency Recapture Policy
(Effective April 25, 2017)**

DEFINITIONS:

- is the entity that applied for and received a benefit from the Agency.
- is the Oneida County Industrial Development Agency.
- ~~..... be provided~~.....
to the Agency.
- **Obligation** shall mean the period during which the Company is receiving a benefit in the form of lower payment in lieu of taxes than their real estate taxes would be.
- shall mean the number of FTEs employed by the Company in Oneida
- shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the Company.
- shall mean the amount the Company saved by making payments in lieu of real property taxes in a particular year. For example, if a ~~PILOT~~ payment is equal to 75% of normal real property, equal to 25% of normal real property taxes.
- **Employee** shall mean an amount equal to the Benefit for the year after the year
- shall mean the difference between the Employment Obligation and the actual number of FTEs per the AER for the applicable year.
- shall mean having FTEs that are less than 50% of the Employment Obligation.
- shall mean a Company whose AER shows that they are short of meeting its Employment Obligation by 20%.
- shall be the amount of savings the Company received through the Agency, in the form of Mortgage Recording Tax and New York State Sales Tax.
- shall mean the period ending June 30th of the year following the Major Shortfall.

1. **Job Creation and Retention Obligations.**

After the expiration of the Employment Obligation Term, the Company shall have no further obligation with respect to the Employment Obligation and shall not be liable for any of the payments described below.

The failure of the Company to satisfy the Employment Obligation can subject the Company to payments to the Agency. The Company shall be required to make payments if it fails to attain the Minimum Standard.

If the Company falls below the Minimum Standard, the Agency will notify the Company in writing of the
to the letter and may include a request to appear before the Agency. The Agency will determine, in its sole discretion, if a valid exemption exists and potentially reduce the remedies described below.

2. **Projects with less than Ten Years Employment Obligation Term.**

(a) Shortfall Payments.

- (1) If, during the first three (3) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.
- (2) If, after the first (3) years, of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) Major Shortfall Payment.

- (1) If a Company shall incur a Major Shortfall; then, the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule
.....

<u>Major Shortfall Occurs:</u>	<u>Percentage of Initial Benefit</u>
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Any Subsequent Year	20%

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.

- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.
- (4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

3. **Projects with Ten Years or Longer Employment Obligation Term.**

(a) Shortfall Payments.

- (1) If, during the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.
- (2) If, after the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) Major Shortfall Payment.

- (1) If a Company shall incur a Major Shortfall, then the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule below.

<u>Major Shortfall Occurs:</u>	<u>Percentage of Initial Benefit</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	45%
Year 8	40%
Year 9	35%
Year 10	30%

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.
- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

(4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

4. **Shift of Employment.** If the Shortfall or Major Shortfall is as a result of the Company shifting employment away from Oneida County, then the Agency will require the value of the Benefit and the Initial Benefit utilized to date to be repaid, with interest (determined as the New York State legal interest rate).

5. **Mandatory Recapture.** The Agency is mandated to recapture New York State sales tax benefits where:

- a. The Project is not entitled to receive those benefits.
- b. The exemptions exceed the amount authorized, or are claimed for unauthorized property or services.
- c. The Company fails to use property or services in the manner required by the Leaseback Agreement.

6. **Return of Recaptured Funds.** If the Agency recaptures Initial Benefits or Benefits from a Company, the Agency shall return the recaptured funds promptly to the affected taxing jurisdiction, unless otherwise agreed to by the taxing jurisdiction, in accordance with the General Municipal Law.

The Agency shall have the right to reduce any payment required under this Policy, in extraordinary circumstances, in its sole discretion.

Oneida County Industrial Development Agency

Insurance Requirements Under Leaseback Agreement

Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Sublessees to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency, the Company and the owner of the Facility (if the Company is not the owner) against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than \$5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

- (ii) Comprehensive general liability providing coverage for:
- Premises and Operations
 - Products and Completed Operations
 - Contractual Liability
 - Personal Injury Liability
 - Broad Form Property Damage
(including completed operations)
 - Explosion Hazard
 - Collapse Hazard
 - Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency and the owner of the Facility (if the Company is not the owner) as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name as additional insured the Agency, Company and the owner of the Facility (if the Company is not the owner) on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies

under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency, the Company and the owner of the Facility (if the Company is not the owner).

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA
584 Phoenix Drive
Rome, New York 13441

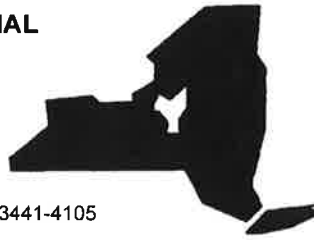
Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director

Timothy Fitzgerald
Assistant Secretary

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

OCIDA



584 Phoenix Drive, Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694
info@mvedge.org www.oneidacountyida.org

David C. Grow
Chairman

L. Michael Fitzgerald
Vice Chair

Mary Faith Messenger
Treasurer

Ferris Betrus Jr.
Kirk Hinman
Eugene Quadraro
Stephen Zogby

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY UNIFORM TAX EXEMPTION POLICY

**Adopted by the Oneida County Industrial Development Agency on
January 28, 1994, amended on December 21, 1998 and April 30, 2009**

The Oneida County Industrial Development Agency (the "Agency") has adopted the following uniform tax exemption policies. These policies will be used for all projects for which the Agency may provide financial assistance, including bond (taxable and/or tax exempt) issuances and straight lease transactions. Final determinations regarding the extent to which financial assistance, if any, will be granted are solely within the discretion of the Agency.

I. Project Eligibility Criteria

(a) General Requirements

The Agency considers the following general factors in determining whether a project is eligible for financial assistance:

- The nature of the proposed project (e.g., manufacturing, commercial, civic).
- The nature of the property before the project begins (e.g., vacant land, vacant buildings).
- The economic condition of the area at the time of the application.
- The extent to which a project will create or retain permanent, private sector jobs.
- The estimated value of tax exemptions to be provided.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions.
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County.
- The amount of private sector investment generated or likely to be generated by the proposed project.
- The likelihood of accomplishing the proposed project in a timely fashion.
- The effect of the proposed project upon the environment.

- The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts in which the project is located.
- The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida.

(b) Industrial and Manufacturing Projects

(1) Industrial and manufacturing projects generally qualify for financial assistance, subject to the eligibility criteria set forth in Part I (a) of this Policy.

(2) Due to the nature of the work, companies performing back-office operations that are regional or national in nature and a majority of which operations support activities outside of Oneida County will qualify as industrial and manufacturing. Research and development facilities and distribution centers that locate in Oneida County may also qualify as industrial and manufacturing.

(c) Retail Projects

The Agency will provide financial assistance to retail facilities only in accordance with the restrictions contained in New York State General Municipal Law Section 862(2), and subject to the eligibility criteria set forth in Part I (a) of this Policy. The Agency will also consider the competitive impact of the project.

Retail projects are generally not eligible for Agency assistance, with the following exceptions:

(i) Retail businesses that primarily serve customers located in Oneida County are generally not eligible for financial assistance unless located in a "highly distressed area" as defined in General Municipal Law §854(18), which includes projects located in an economic development zone or Empire Zone (as defined in New York State statute or regulation), or the project meets one of the other requirements of this paragraph (c);

(ii) Retail projects operated by not-for-profit corporations may be eligible for financial assistance;

(iii) Retail projects may be eligible for financial assistance provided an appropriate market analysis demonstrates that a majority of the project's customers are expected to come from outside of Oneida County and the project will not directly compete with existing businesses located in Oneida County; and

(iv) Retail businesses that primarily provide a product or a service that is otherwise not reasonably available in Oneida County may be eligible for financial assistance.

(d) Other Non-Industrial/Commercial Projects

Non-industrial/commercial projects may qualify for financial assistance at the discretion of the Agency, based upon its evaluation of the eligibility requirements set forth in Part I (a) of this Policy. The Agency confirms the following specific policies:

(i) Mixed or Multiple-Use Projects qualify for financial assistance, only with respect to that portion of the project that is used for purposes that qualify for financial assistance under this Policy.

(ii) Housing projects are generally not eligible for benefits, unless they

(a) service the elderly, low-income, assisted living or other groups with special needs; or

(b) promote employment opportunities and prevent economic deterioration, as confirmed by an appropriate market analysis, and such a determination is made by the Agency based upon all of the relevant facts.

II. Real Property Tax Abatements

If the Agency determines that a project will receive real property tax abatements, a Payment-In-Lieu-Of-Tax Agreement (the "PILOT") will be negotiated with each project owner (the "Company") and will substantially follow the following guidelines with final determinations to be made by the Agency.

(i) Real Property Acquired by Company as part of Project. If the Company is acquiring real property as part of the Agency project, then the Agency's real property tax exemption will be available with respect to all real property acquired by the Company as part of the project and improvements thereto.

(ii) Substantial Improvements to Existing Real Property Owned by Company. If the Company is making "Substantial Improvements" (as defined below) to existing real property owned by the Company, then the Agency's real property tax exemption will apply to both the existing real property and the improvements.

(iii) Non-Substantial Improvements to Existing Real Property. If the improvements to existing real property owned by the Company are not Substantial Improvements, then the Agency's tax exemption shall apply only to the increase in assessment resulting from improvements constructed or installed as part of the project and the Company shall pay PILOT payments equal to the full amount of taxes on the existing real property.

The term "Substantial Improvements" means the value of the improvements constructed or installed as part of the project equals at least 50% of the value of the real property prior to construction or installation of the improvements, as determined by an independent valuation acceptable to the Agency.

(a) Industrial and Manufacturing Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 33 1/3% of such taxes through the fifth (5th) year of the exemption;

2. 66 2/3% of such taxes from the sixth (6th) through tenth (10th) year of the exemption;
3. 100% of such taxes after the tenth (10th) year of the exemption.

(b) Retail Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption;
2. 75% of such taxes from the third (3rd) through the fifth (5th) year of the exemption;
3. 100% of such taxes after the fifth (5th) year of the exemption.

(c) Other Non-Industrial/Commercial Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption.
2. 75% of such taxes from the third (3rd) through fifth (5th) year of the exemption.
3. 100% of such taxes after the fifth (5th) year of the exemption.

The Agency reserves the right to deviate from the real property tax abatement policy on a case by case basis at its sole discretion.

III. Sales Tax Exemptions

If, based on the eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency's financial assistance will include exemption from sales and use tax for costs of constructing, renovating and equipping the project.

Sales and use tax exemption, when available, will be authorized for the duration of the acquisition, construction and equipping of the project as described in the application for financial assistance. The Agency shall deliver a sales tax exemption letter which will expire one (1) year from the date of the project inducement. If construction, renovation or equipping is not complete at the expiration of the original sales tax exemption letter, upon request by the Company, the sales tax exemption letter may be extended at the discretion of the Agency.

All Companies receiving sales and use tax exemption benefits will be required to supply the Agency with a list of all contractors and sub-contractors that have been authorized to use the sales tax exemption letter. This list will be appended to the sales tax exemption letter by the Agency.

The Company must keep a record of the usage of the sales tax exemption letter, and must supply the Agency with the total amount of sales and use tax exemptions claimed by the project for each calendar year. The Company must submit this report to the Agency by February 1st of each year, until the exempt period comes to a conclusion. The company shall also file all reports as may be required by applicable law, including Form ST-340 which shall be filed with the New York State Department of Taxation and Finance.

The Agency reserves the right to deviate from the sales tax exemption policy on a case by case basis at its sole discretion.

IV. Mortgage Recording Tax Exemption

If, based on the project eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency will provide an exemption from New York State mortgage recording tax for the financing of project costs.

The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

V. Recapture

Agency financial assistance is granted based upon the Company's representation that the project will create and/or maintain the employment levels described in its application for financial assistance (the "Employment Obligation"). If a Company fails to achieve and/or maintain its Employment Obligation, it could result in recapture of all or a portion of tax benefits granted by the Agency.

VI. Deviations

Deviations from this Policy shall be infrequent. The Agency reserves the right, at its sole discretion, to deviate from this Policy on a case by case basis. The Agency will provide written notice to the chief executive officer of each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirements of the General Municipal Law.



**APPLICATION FOR FINANCIAL
ASSISTANCE**

SOLAR Project

ADDENDUM

Please complete this addendum and submit Pages 1-3, including any required supplemental information requested, along with the OCIDA Application for Financial Assistance (Base Leaseback Application)

Community Solar Project Questionnaire

Complete the following questions only if your project is Community Solar. **Please specifically reference ALL of the parameters outlined in Part I (A-D) of the OCIDA Uniform Tax Exemption Policy (Community Solar Projects) contained within this application and respond to the questions as they relate to the parameters of the policy. Attach additional pages as needed.**

1(a) Describe the project in detail, ie; (MW total capacity; battery storage; fixed or sun-tracking panels; single or double sided panels; project engineer; any required upgrades to transport energy generated to grid; domestic or foreign panel manufacture; any specific business entity or community tied to power generated; obligations of property owner, etc.)

The Above Grid Rome Solar, LLC solar project (the "Project") consists of a 5 MWAC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system that generates electricity for offsite use, sale, and consumption ("Solar Array"). The Project includes two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment. The Project is located at 2727 Rome Taberg Road, SBL# 222.000-0001-39.001.

1(b) Has the applicant provided written communication to any of the affected taxing jurisdictions notifying of its intent to construct the facility? Yes No

If YES, have any of the jurisdictions responded within 60 days of receipt of the written communication responded that they will require a contract for a payment in lieu of taxes?

Yes No

If YES, please explain and provide a copy of the communications and also the written response(s):

1(c) Will the applicant be applying for **NYS RPTL 487** with any taxing jurisdiction?¹ Yes No

1(d) Will there be a Host Community Agreement? Yes No

*** If there is no Host Community Agreement please attach letters of support from each affected taxing jurisdiction.**

1(e) Has a facility decommissioning plan been accepted by the host community? Yes No

*** Please provide a copy of the accepted plan and evidence of acceptance.**

1(f) Has provision been made to reserve funds for facility decommissioning, either through bond posting or establishment of an escrow account? Yes No

***Please provide a copy of evidence for provision of reserve funds for decommissioning.**

1(g) Has the project received or is it seeking any tax credits from any local, state or federal entity? Yes No

If YES, please explain in detail in 12(d) on Page 19 of OCIDA Application for Financial Assistance

Checklist for Solar Project Applications

- Application for Financial Assistance and all supplemental information required by IDA (signed and notarized)
- Check, or proof of paid application and commitment fee in the amount of \$1,500.00
- *Facility map delineating where on property the solar facility will be located. Map must include tax parcel number(s), Oneida County GIS-verified soils and be accompanied with a metes and bounds legal description.
- Zoning or Planning Board approval (or if no such approvals are required, a letter of support from the Host Community)
- Copy of Host Community Agreement or confirmation that one is not being executed. (OCIDA encourages Project Operators to enter into a Host Community Agreement directly with the Host Community.)
- Decommissioning plan prepared by a licensed engineer detailing decommissioning of the Facility, which includes an estimated cost reflecting inflation to the time of decommissioning. If a decommissioning plan has been reviewed by a Zoning or Planning Board of the Host Community, such approval should be submitted. The Agency reserves the right to retain an independent engineer at the Project Operator's expense to validate the decommissioning plan and cost.
- Evidence that provision has been made (or will be made before closing) to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account.
- Copy of Lease Agreement with landowner (if applicable)
- Part 1 EAF completed and signed by the Applicant
- Parts 2 and 3 EAF completed and signed by the lead agency with determination of type of action (with copies of resolutions if available)

*** Is any portion of the tax map parcel upon which the facility will be located listed as desirable for commercial or residential development per the zoning, or is it designated on the Oneida County GIS-verified soils map as prime soils land (Prime Farmland)?** Yes No

*** Has any portion of the site upon which the facility will be located been used for an agricultural purpose within the past 18 months?** Yes No

Oneida County Industrial Development Agency
Uniform Tax Exemption Policy (Community Solar Projects)

Adopted September 18, 2020

Modified April 30, 2021 and

Modified March 3, 2022

The Oneida County Industrial Development Agency (the “Agency”) has adopted the following uniform tax exemption policy with respect to Community Solar projects. Final determination regarding the extent to which financial assistance, if any, will be granted is solely within the discretion of the Agency. The Agency’s definition of ‘community solar projects’ follows the guidance and definition as provided by the New York State Energy and Research Development Authority (NYSERDA). The Agency will modify its definition of ‘community solar projects’ as needed.

I. Project Eligibility Criteria

- (A) All Project Operators must submit a signed Application for Financial Assistance in the Agency’s standard form, together with all supplemental information the Agency may require (the “Application”).
- (B) Support of the affected tax jurisdictions is required for Community Solar projects. A copy of zoning or planning board approval is required; in absence of such, the host jurisdiction can issue a letter of support.
- (C) Community Solar projects are required to provide a metes & bounds survey map of the “Project Solar Array Area,” which includes the solar array as well as all land controlled by the Project Operator in connection with operation of the solar array.
- (D) Community Solar projects are encouraged to enter into a Host Community Agreement.
- (E) The Agency will consider the following additional factors in determining whether a Community Solar project is eligible for financial assistance:

- i. The extent to which the project benefits users residing in Oneida County
- ii. The extent to which the project is located on undesirable land or difficult land to develop (c.g., landfills, gravel pits, sites designated as Brownfield, not harmful to agriculture operation)
- iii. The extent to which a project does not create an additional burden to affected tax jurisdictions

II. Financial Assistance

1. **Property Tax Exemptions.** Project Operators will pay a fixed payment in lieu of taxes (“PILOT Payments”) for a period of twenty-five years, to be billed by and allocated among the tax jurisdictions in the same proportion that taxes would have been paid but for the Agency’s involvement. PILOT Payments will be calculated as follows:
 - (i) During Exemption Year 1, a fixed PILOT Payment equal to \$10,000 per MW-AC of nameplate capacity (the “Minimum PILOT Payment”); and
 - (ii) During Exemption Years 2 through and including 25, a fixed PILOT Payment equal to the greater of (x) the Minimum PILOT Payment or (y) \$10,000 per MW-AC of nameplate capacity in the immediately preceding calendar year, plus an incremental increase of two percent (2.00%) for each Exemption Year; and
 - (iii) 100% of taxes after Exemption Year 25.
- The Agency will use the MW-AC nameplate capacity contained in the Application to calculate the Minimum PILOT Payment. The Project Operator will be required to provide to the Agency annually within 60 days of the end of each calendar year the Annual Megawatt Generation Report that is submitted to NYSERDA and certify the nameplate capacity for the Project. The PILOT Payment will be adjusted annually (upward, not downward) based on the actual MW-AC of nameplate capacity.
- PILOT Payments are intended to be in lieu of the increase in taxes attributable to construction of the solar array. The Company shall pay to the tax jurisdictions taxes, or payments in lieu of taxes, on the Project Solar Array Area and existing facilities thereon (other than the solar array) that would be payable but not for the Agency’s involvement.

2. **Mortgage Recording Tax Exemption.**

If, based on the project eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency will provide an exemption from New York State mortgage recording tax for the financing of project costs.

- Such exemption is limited to the extent of the Agency's legal exemption. As of the date of this Policy, the Agency is exempt from 75% of the 1% mortgage recording tax but is not exempt from 25% of the 1% mortgage recording tax applicable to CENTRO..
- The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

3. **Sales Tax Exemption.**

- No Sales tax benefit is offered.

III. Other Requirements

- **Annual Rent.** The Project Operator shall pay annual rent to the Agency in the amount of \$2,000, payable on the Closing Date and annually each January during the term of the PILOT Agreement.
- **Host Community Payment.** In the absence of a Host Community Agreement, the Project Operator will be required to pay directly to the host jurisdiction an annual Host Community Payment equal to five percent (5%) of the PILOT Payment.
- **Decommissioning Plan.** The Project Operator must provide a decommissioning plan prepared and stamped by a licensed engineer detailing decommissioning of the Facility and including an estimated cost including inflation to the time of decommissioning. The Agency will require evidence that provision has been made to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account. The Agency will require evidence that provision has been made to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account for the benefit of the landowner or, if the Project Operator is the landowner, for the benefit of the Host Jurisdiction.

- Project Operators are directed to consult the Decommissioning Plan Guidance posted on the Agency’s website in preparing a decommissioning plan. The Agency reserves the right to retain an independent engineer at the Project Operator’s expense to validate the decommissioning plan and cost.

V. Recapture

The Agency financial assistance is conditioned upon the Company’s representations that the project will be completed substantially in accordance with the Application (the “Project Obligation”). The Agency is required to review on an annual basis whether a Project is achieving its Project Obligation. Failure to provide the annual report to the Agency, or if the Annual Report shows that a Company is not meeting its Project Obligation, could result in recapture of all or a portion of tax benefits granted by the Agency.

VI. Deviations

Deviations from this Policy shall be infrequent. The Agency reserves the right, at its sole discretion, to deviate from this Policy on a case by case basis. The Agency will provide written notice to the chief executive officer of each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirements of the General Municipal Law.

Oneida County Industrial Development Agency Decommissioning Plan Guidance

1.0 DEFINITIONS

Solar Energy Equipment: Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System: The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. The area of a Solar Energy System includes all the land inside the perimeter of the Solar Energy System, which extends to any interconnection equipment.

Owner: One who has legal title to the Property.

Developer: Owner or Lessee planning, constructing and/or maintaining a Solar Energy System.

Lease: A contract by which an Owner of Property conveys exclusive possession, control or use of it, or portion thereof, for a specific rent and a specified term after which the Property reverts to the Owner.

Storage Battery: A device that stores energy and makes it available in an electrical form.

2.0 DECOMMISSIONING

Decommissioning will occur as a result of any of the following conditions:

- A. The land Lease, if any, ends.
- B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for [6 months].
- C. Upon the reduction of electricity generation of a Solar Energy System below 10% of the design capacity on a continuous basis for [1 year].
- D. The system is damaged and will not be repaired or replaced.
- E. Abandoned prior to the completion of construction.
- F. The facility has been otherwise abandoned.

In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in the accepted Decommissioning Plan.

2.1 DECOMMISSIONING PLAN

A Decommissioning Plan signed by the Developer of the Solar Energy System shall be submitted by the applicant, addressing the following:

- The cost of removing the Solar Energy System.
- The work and time required to decommission and remove the Solar Energy System and any ancillary structures, and to remediate any environmental impacts.
- The time required to repair any damage caused to the Property by the installation and removal of the Solar Energy System.

2.1.1 DECOMMISSIONING COSTS

- The Developer may complete all decommissioning work with either their own finances or workforce. However, for cost estimating purposes, all work associated with decommissioning is assumed to be undertaken by a third party retained by the Owner or [DESIGNATED MUNICIPAL ENTITY].
- Cost estimates are to be certified by a licensed architect or engineer and accepted by the [DESIGNATED MUNICIPAL ENTITY] and updated every 5 years beginning 10 years after construction at the cost of the Developer. The surety instrument should be adjusted according to the updated cost estimates, as well as automatic increases as outlined in the Surety section.

2.1.2 DECOMMISSIONING WORK AND SCHEDULE

The work and time required to remove the Solar Energy System any ancillary structures, shall include:

1. All efforts to properly remove and dispose of all components of the Solar Energy System in accordance with the Decommissioning Plan and Federal, State and local laws.

2. All efforts to properly remove and dispose of any infrastructure above and below ground associated with the Solar Energy System, including but not limited to foundations, driveways, road, fences, lighting and/or other utilities.
3. All efforts to identify and remediate any hazardous or otherwise contaminated material released onsite during the construction, operation and/or decommissioning of the Solar Energy System.

The Decommissioning Plan, including remediation and restoration, must be completed within [one year] of notification by the [DESIGNATED MUNICIPAL ENTITY].

2.1.3 RESTORATION

The work and time required to repair and restore any damage or disturbances caused to the Property by construction, operation and/or decommissioning of the Solar Energy System shall include:

1. All efforts to properly grade the Property back to pre-disturbed condition or a condition otherwise agreed upon by all involved parties.
2. Unless otherwise agreed upon, restoration will include:
 - a. Proof rolled subgrade.
 - b. Fill materials compacted to 85% modified proctor
 - c. Three inches (minimum) of topsoil.
 - d. Seed and mulch.
3. Materials to be used:
 - a. Fill material: NYSDOT Item No.: 203.05
 - b. Topsoil: NYSDOT Specification Section 713-01
 - c. Seed: NYSDOT Specification Section 713-04
 - d. Mulch: NYSDOT Specification Section 713-05

4. Restoration is to be completed after all removal and remediation efforts at the Property are completed.
5. Restoration shall be considered completed once all grading has been performed and appropriate vegetation has been properly established onsite.

3.0 SECURITY

The deposit, executions or filing with the [DESIGNATED MUNICIPAL ENTITY] Clerk of cash escrow held by a federally insured financial institution, surety bond, letter of credit or other form of security reasonably acceptable to the [DESIGNATED MUNICIPAL ENTITY] attorney, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restoration of the site subsequent to removal. The amount of the bond or security shall be [125] % of the cost of decommissioning the Solar Energy System and restoration of the Property with an escalator equal to the Consumer Price Index (CPI) annually for the life of the Solar Energy System. The bonding company must have a minimum A.M. Best Company rating of A- and be T-Listed. No permits will be issued until the surety instrument is in place.

In the event of default in the execution of the completion of the Decommissioning Plan, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the [DESIGNATED MUNICIPAL ENTITY], which shall be entitled to use the security to complete the Decommissioning Plan. The cash deposit, bond, or security shall remain in full force and effect until restoration of the Property as set forth in the Decommissioning Plan is completed.

4.0 OWNERSHIP CHANGES

If the Developer of the Solar Energy System changes or the Owner of the Property changes, the [DESIGNATED MUNICIPAL ENTITY] issued permit shall remain in effect, provided that the succeeding Owner or Developer assumes in writing all of the obligations of the permit, Site Plan Approval and Decommissioning Plan. A new Owner or Developer of the Solar Energy System shall notify the [DESIGNATED MUNICIPAL ENTITY] of such change in Ownership or Developer [30] days prior to the ownership change.

5.0 SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision or phrase, which shall remain in full force and effect.

6.0 ENFORCEMENT

Any violation of this Solar Energy Code shall be subject to the same enforcement requirements, including liens, civil and criminal penalties, including terminating any PILOT programs provided for in the [DESIGNATED MUNICIPAL ENTITY] regulations.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Above Grid Rome Solar LLC Solar Array		
Project Location (describe, and attach a general location map): 2727 Rome Taberg Road, SBL 222.000-1-39.1		
Brief Description of Proposed Action (include purpose or need): Applicant proposes a 5.00 MWAC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking (SAT) racking system that generates electricity for offsite use, sale, and consumption (“Solar Array”). The Solar Array includes two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment. The actions has been described broadly to include all site work and construction activity.		
Name of Applicant/Sponsor: Above Grid Rome Solar LLC		Telephone: (585) 330-1919
		E-Mail: jtassone@abovegridsolar.com
Address: 516 Rt 33 West, Bldg 2 Suite 101		
City/PO: Millstone Twp	State: NJ	Zip Code: 08535
Project Contact (if not same as sponsor; give name and title/role): Barclay Damon LLP, Ari Goldberg, as agent/attorney		Telephone: (716) 858-3878
		E-Mail: agoldber@barclaydamon.com
Address: 200 Delaware Avenue, Suite 1200		
City/PO: Buffalo	State: NY	Zip Code: 14202
Property Owner (if not same as sponsor): Rome Industrial Development Corporation		Telephone: (315) 338-0393
		E-Mail: cmercurio@mvedge.org
Address: 584 Phoenix Drive		
City/PO: Rome	State: NY	Zip Code: 13441

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Rome Planning Board - Site Plan	April 27, 2023
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Rome Zoning Board of Appeals - side yard setback variance and Special Use Permit	April 27, 2023
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC/NYNHP, NYSOPRHP NYSERFA	April 27, 2023 (part of SEQRA) Subsequent to City approvals
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE, FEMA, USFWS	April 27, 2023 (part of SEQRA) and subsequent to City approvals
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): NYS Heritage Areas: Mohawk Valley Heritage Corridor _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s): _____ _____ _____	

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 500 frames

ii. Dimensions (in feet) of largest proposed structure: 15 height; 6 width; and 92 length

iii. Approximate extent of building space to be heated or cooled: n/a square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Access road associated with the point of interconnect shall encroach within the limits of a recently delineated state wetland, in the amount of less than 0.1 acre of disturbance. Temporary disturbances resulting from the construction of overhead poles shall also be part of the project. See site plan for areas of disturbances. Remainder of Solar-Array designed to avoid permanent wetland impacts

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

Do existing sewer lines serve the project site? Yes No
 Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- Describe types of new point sources. _____ equipment pads
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 On-site wetlands and watercourses as designated by the current wetlands delineation study.

 - If to surface waters, identify receiving water bodies or wetlands: _____
 Federal Wetlands on-site (as currently designated). Existing runoff is ultimately conveyed to an existing NYSDEC stream.
 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ As permitted by local code • Saturday: _____ As permitted by local code • Sunday: _____ As permitted by local code • Holidays: _____ As permitted by local code 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Continuous power generation • Saturday: _____ Continuous power generation • Sunday: _____ Continuous power generation • Holidays: _____ Continuous power generation
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
 Heavy equipment during construction of the project mostly from excavators, dump trucks, and ATV post installation machine. Noise shall be limited to hours of construction only, as listed on page 7 during the 4-6 month construction period.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): cell tower _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.50	0.54	+0.04
• Forested	58.40	33.80	-24.60
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	4.00	28.65	+24.65
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.10	0.10	0.00
• Wetlands (freshwater or tidal)	111.40	111.31	- 0.09
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): V00612, 633087, 633088, V00610
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

Success drive/former federal creosote lots are on south side of Route 69/Rome Taberg Road. Proposed action will not impact sites south of project

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6 feet feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Wareham loam fine sand	80% %
Rhinebeck silt loam, 0 to 3 % slope	13 %
Cover loam sand, 3 to 8% slope	7 %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: 10 % of site
 Poorly Drained 90 % of site

"somewhat poorly drained" per web soil survey

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name NYSDEC Stream Classification C
- Lakes or Ponds: Name _____ Classification NYS wetland VE-3 is
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size approximately 2,434 acres; federal vary in size
- Wetland No. (if regulated by DEC) VE-3

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:
 typical area wildlife _____
 deer, rodents, squirrels, migratory birds _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): Dwarf Shrub Bog, Black Spruce-Tamarack Bog
 ii. Source(s) of description or evaluation: DEC Environmental Resource Mapper -" High Quality Occurrence of Uncommon Community Type"
 iii. Extent of community/habitat:
 • Currently: 100.0, 250.0 acres
 • Following completion of project as proposed: same acres
 • Gain or loss (indicate + or -): 0.0 acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____ _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

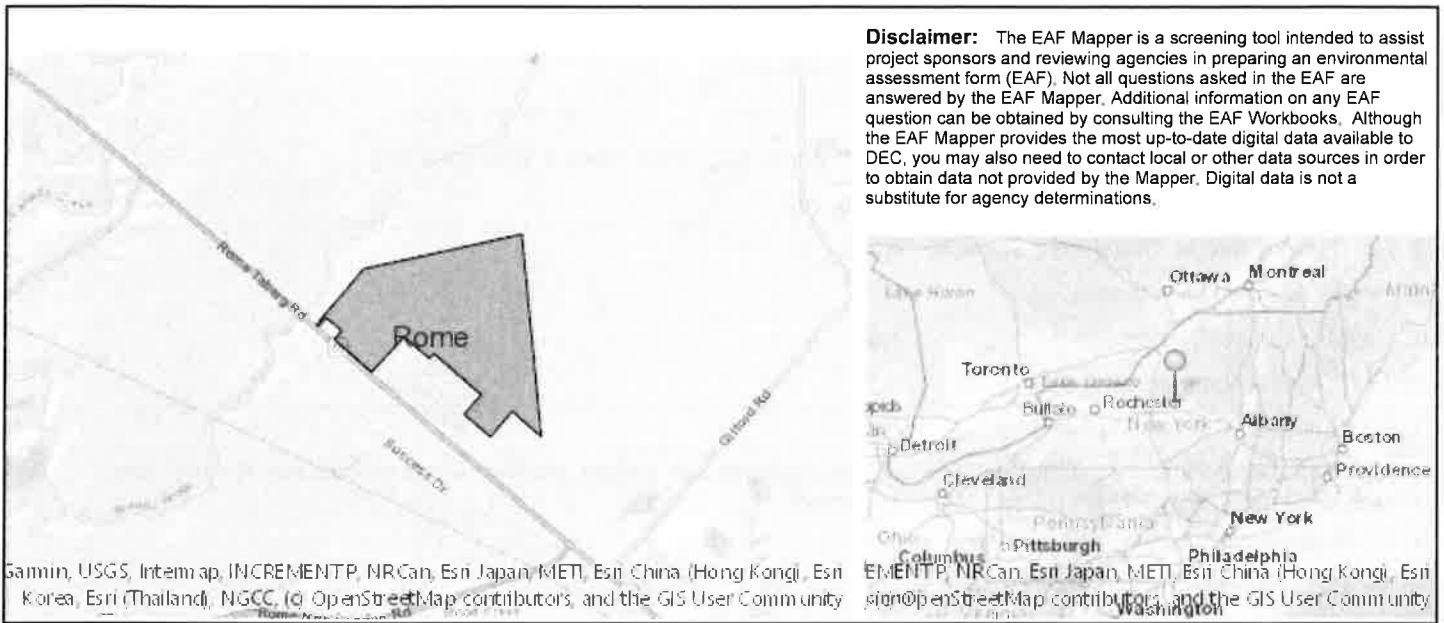
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Above Grid Rome Solar LLC by Barclay Damon Date April 26, 2023

Signature  Title agent/attorney



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00612, 633087, 633088, V00610
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):2425.3
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	VE-3
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Dwarf Shrub Bog, Black Spruce-Tamarack Bog
E.2.n.i [Natural Communities - Acres]	100.0, 250.0
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Per the FEAF Part 2, this project may involve construction on land which has a depth to water table of less than 3 feet, may involve construction within or adjoining a freshwater wetland, and may involve the conversion of more than 10 acres of forest. Based on the documentation provided, the magnitude of each of these impacts will be minimal. The wetlands have been professionally delineated and construction within them will be confined to the erection of utility poles. Loss of forestland will be temporary, as the site will be returned to previous conditions at the end of the proposed array's useful life.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Documentation submitted by applicant for site plan review, comments from involved/interested agencies

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
City of Rome Planning Board as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Construction of 5 MW Solar Array

Name of Lead Agency: City of Rome Planning Board

Name of Responsible Officer in Lead Agency: Mark Esposito

Title of Responsible Officer: Chair

Signature of Responsible Officer in Lead Agency:

Date: 8/8/2023

Signature of Preparer (if different from Responsible Officer)

Date: 8/9/2023

For Further Information:

Contact Person: GARRET S. WYCKOFF
Address: 198 N. Washington Street, Rome, NY 13440
Telephone Number: (315) 339-7644
E-mail: GWYCKOFF@ROMECITYGOV.COM

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
COST/BENEFIT ANALYSIS
Required by §859-a(3) of the
New York General Municipal Law**

8-Sep-23

Name of Applicant: Above Grid Rome Solar LLC
516 Rt 33 West, BLD 2, Suite 101, Millship Twp NJ
Description of Project: 5 MW AC Solar Facility-5727 Rome Taberg Rd(RIDC)

Name of All Sublessees or Other Occupants of Facility: _____

Principals or Parent of Applicant: Members: James Spano, Joseph Tassone, Jr, Christopher Gage Kellogg

Products or Services of Applicant to be produced or carried out at facility: solar power production

Estimated Date of Completion of Project: Oct-24

Type of Financing/ Structure: _____ Tax-Exempt Financing
_____ Taxable Financing
X _____ Sale/ Leaseback
_____ Other

Type of Benefits being Sought by Applicant: _____ Taxable Financing
_____ Tax-Exempt Bonds
_____ Sales Tax Exemption on Eligible Expenses Until Completion
_____ Mortgage Recording Tax Abatement
X _____ Real Property Tax Abatement

Project Costs

Land Acquisition	\$ -
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATOIN	\$ -
NEW Building(s) CONSTRUCTION	\$ -
Installation Costs	\$ 1,300,000
Site Preparation/Parking Lot Construction	\$ -
Machinery & Equipment (other than furniture)	\$ 8,884,546
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ 700,000
Legal Fees (applicant, IDA, bank, other counsel)	\$ 40,000
Financial (all costs related to project financing)	\$ 58,933
Permits	\$ 100,000
Other	\$ 330,188
Agency Fee	\$ 57,068
TOTAL COST OF PROJECT	\$ 11,470,735

Page 18 of application

Assistance Provided by the Following:

EDGE Loan:	
MVEDD Loan:	
Grants - Please indicate source & Amount:	\$ 4,716,242
Other Loans - Please indicate source & Amount:	

NYSERDA and FED ITC

Company Information

Existing Jobs
Created Jobs FTE (over three years)
Retained Jobs

0
0
0

Average Salary of these Positions

\$	-
\$	-
\$	-

Earnings Information for Oneida County

Average Salary of Direct Jobs for Applicant
Average of County Indirect Jobs
Average of Construction Jobs

\$	-
\$	25,000
\$	32,000

Note: \$1,000,000 in construction expenditures generates 15 person - years of employment
Construction Person Years of Employment:

7

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ -	\$ -
Existing	\$ -	\$ -
Indirect Jobs		
Created	\$ -	\$ -
Existing	0	0
Construction - only one year		
Person Years	\$ 208,000	\$ 8,840
TOTALS Calculation of Benefits (3 Yr Period)	\$ 208,000	\$ 8,840

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ -	\$ -
	Existing	0.36	\$ -	\$ -
Indirect Jobs	Created	0.36	\$ -	\$ -
	Existing	0.36	\$ -	\$ -
Construction - only one year	Person Years	0.36	\$ 74,880	\$ 7,301
<u>TOTAL TAXABLE GOODS & SERVICES</u>			\$ 74,880	\$ 7,301

Local (3 year) real property tax benefit (assuming 60% of jobs existing and created own a residence) with an average assessment of \$80,000 and the remainder of jobs existing created pay real property taxes through rent based on an average assessment per apartment of \$50,000.

		Municipality
Tax Rate for School District where facility is located:	\$ 35.33198	Rome 23-24
Tax Rate for Municipality where facility is located: INCL JOINT FIRE	\$ 13.3120400	Rome Outer 23
Tax Rate for County:	\$ 10.538131	Oneida 23
	Total Rate: 59.182151	
Real Property Taxes Paid:	\$ -	

COSTS: IDA BENEFITS

0

Real Property Taxes Abatement	\$ 517,966.00
Mortgage Tax Abated (.75%)	\$ -
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ -
Total:	\$ 517,966.00

NOTE: If there is a tax-exempt financing of all or a portion of the project cost, there is a neutral cost/benefit because of lower interest rates by reason of exclusion of interest from gross income of bondholders for purposes of Federal and State income taxes. Taxable financing carries the same cost/benefit for State Income Tax purposes. Such cost/benefits cannot be quantified.

Combined Tax Rate

County	10.54
Rome City	13.31
SD	35.35
	<u>59.2</u>

FMV of Solar Facility: \$ 1,763,221

Equalization Rate: 45.38

Taxable Value: \$ 800,150

Proposed PILOT Rate \$ 7,000

Year	Proposed PILOT	Standard Taxes
1	\$ 35,000	\$ 47,369
2	\$ 35,700	\$ 47,369
3	\$ 36,414	\$ 47,369
4	\$ 37,142	\$ 47,369
5	\$ 37,885	\$ 47,369
6	\$ 38,643	\$ 47,369
7	\$ 39,416	\$ 47,369
8	\$ 40,204	\$ 47,369
9	\$ 41,008	\$ 47,369
10	\$ 41,828	\$ 47,369
11	\$ 42,665	\$ 47,369
12	\$ 43,518	\$ 47,369
13	\$ 44,388	\$ 47,369
14	\$ 45,276	\$ 47,369
15	\$ 46,182	\$ 47,369
16	\$ 47,105	\$ 47,369
17	\$ 48,047	\$ 47,369
18	\$ 49,008	\$ 47,369
19	\$ 49,989	\$ 47,369
20	\$ 50,988	\$ 47,369
TOTALS	\$ 429,414	\$ 947,380
PILOT Benefit:		\$ 517,966

**Inducement Resolution
Above Grid Rome Solar LLC Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING PRELIMINARY OFFICIAL ACTION IN CONNECTION WITH A LEASE-LEASEBACK TRANSACTION FOR THE BENEFIT OF ABOVE GRID ROME SOLAR LLC, ACCEPTING AN APPLICATION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT, AUTHORIZING THE AGENCY TO CONDUCT A PUBLIC HEARING, AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Above Grid Rome Solar LLC, on behalf of itself and/or the principals of Above Grid Rome Solar LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 5 megawatt AC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system consisting of two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment (collectively, the "Improvements"), situated on a 50± acre portion of a 174.40± acre parcel of land located at 5727 Rome Taberg Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, the Land is leased by Rome Industrial Development Corporation (the "Owner") to the Company pursuant to a Solar Ground Lease dated August 2, 2021 (the "Ground Lease"); and

WHEREAS, the Company will lease the Facility to the Agency, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility, to promote the development of renewable energy projects to support New York State's renewable energy goals as may be established

or amended from time to time, and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility constitutes a “community solar project” as defined by the New York State Energy and Research Development Authority (“NYSERDA”) and a “renewable energy project” as defined in the Act; and

WHEREAS, on September 18, 2020 as amended on April 30, 2021 and March 25, 2022 the Agency adopted a uniform tax exemption policy with respect to community solar projects (the “Solar UTEP”), in which it identifies terms of financial assistance for community solar projects and the related project eligibility criteria; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the Project in the form of provision for a fixed payment in lieu of taxes (the “PILOT Payments”) to be made by the Company to the Agency for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$7,000 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which will be allocated among the affected tax jurisdictions in the same proportion that taxes would have been paid but for the Agency’s involvement (the “Financial Assistance”), which Financial Assistance is a deviation from the Solar UTEP, and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, based upon representations made by the Company in its Application for Financial Assistance dated September 1, 2023 (the “Application”) the value of the Financial Assistance is described as follows:

- Real property tax abatement \$517,966.00 (approximately)
- Mortgage recording tax exemption Not requested

WHEREAS, the Company is requesting the Agency deviate from Policy for the following reasons:

- The Facility will be located on vacant land that is owned by a not-for-profit entity and is currently not generating any revenue for the taxing jurisdictions;
- The Land is not considered agricultural land or prime agricultural soil;
- Despite various efforts by the Owner to market the Land, it has proven to be undevelopable largely due to the preponderance of wetlands; and

WHEREAS, prior to the closing of a lease-leaseback transaction, and the granting of Financial Assistance, a public hearing (the “Hearing”) will be held so that all persons with views in favor of or opposed to either the Financial Assistance contemplated by the Agency, or the location or nature of the Facility, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of a lease-leaseback transaction, and the granting of any Financial Assistance, and such notice (together with proof of publication) will be substantially in the form annexed hereto as **Exhibit A**; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as **Exhibit B**; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed lease-leaseback transaction is either an inducement to the Company to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, the Financial Assistance is conditioned upon the Company's representations that the project will be completed substantially in accordance with the project that is contained in the Application (the "Project Obligation"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "SEQR Act" or "SEQRA"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "Questionnaire") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the City of Rome Planning Board acted as lead agency for the purposes of SEQRA, and, prior to the granting of Financial Assistance, the Agency will adopt the determination and findings of the lead agency for purposes of SEQRA.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

- Section 1.
- (a) The Agency accepts the Application submitted by the Company.
 - (b) The acquisition, construction and equipping of the Facility and the Agency's financial assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living by supporting New York State's renewable energy goals, and thereby serve the public purposes of the Act and the same is, therefore, approved.
 - (b) It is desirable and in the public interest for the Agency to enter into a lease-leaseback transaction for the purpose of providing Financial Assistance for the acquisition, construction and equipping of the Facility, as reflected in the Application and as amended from time to time prior to the closing of the lease-leaseback transaction.
 - (c) Based upon representations made by the Company in the Application, the Agency determines that (i) the Project is eligible for Financial Assistance

under the criteria described in the Solar UTEP and (ii) it is proper to deviate from Policy.

Section 2. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and among the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the closing of the lease-leaseback transaction, and the development of the Facility (the "Agreement") is hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

Section 3. The Agency shall assist the Company in the acquisition, construction and equipping of the Facility and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company, (iii) approval of the members of the Agency, (iv) receipt by the members of all comments submitted to the Agency at the Hearing, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the lease-leaseback transaction, (v) provision in the Leaseback Agreement for an annual payment to the City of Rome (the "Host Community") in lieu of a Host Community Agreement, (viii) a decommissioning plan acceptable to the Agency and the Host Community, (ix) proof that provision has been made to reserve funds for decommissioning of the Project, and (x) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel, more particularly described in the Inducement Agreement.

Section 4. The Agency is hereby authorized and directed to schedule the Hearing, so that the Agency may receive comments from all interested parties on the financial assistance contemplated by the Agency and the Financial Assistance requested by the Company.

Section 5. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback transaction.

Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback transaction.

Section 7.

The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8.

This resolution shall take effect immediately.

DRAFT

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency"), with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened on September 15, 2023 at eight a.m., local time, at Rome, New York which the following members were:

The question of the adoption of the foregoing resolution was duly put to vote, which resulted as follows:

and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend in person and public notice of the time and place of said meeting was duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2023

Shawna Papale, Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on September __, 2023, at _____ a.m., local time, at 584 Phoenix Drive, City of Rome, Oneida County, New York in connection with the following matters:

Above Grid Rome Solar LLC, on behalf of itself and/or the principals of Above Grid Rome Solar LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") applied to the Agency to enter into a transaction in which the Agency will assist in construction of an approximately 5 megawatt AC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system consisting of two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment (collectively, the "Improvements"), situated on a 50± acre portion of a 174.40± acre parcel of land located at 5727 Rome Taberg Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company. Rome Industrial Development Corporation (the "Owner") owns the Land and leases it to the Company, and the Company will lease the Facility to the Agency.

The Agency contemplates providing financial assistance to the Company in the form of reduction of real property taxes for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$7,000.00 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (Community Solar Policy), to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. Comments may also be submitted to the Agency in writing or electronically prior to the Public Hearing. Minutes of the Public Hearing will be transcribed and posted on the Agency's website together with a video recording of the hearing. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: September __, 2023

By: /s/ Shawna M. Papale, Executive Director

EXHIBIT B

**MINUTES OF PUBLIC HEARING
CONDUCTED ON SEPTEMBER __, 2023**

Oneida County Industrial Development Agency
Lease-Leaseback Transaction
Above Grid Rome Solar LLC Facility

1. Mark Kaucher, representing the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order at _____ a.m.
2. Mr. Kaucher also recorded the minutes of the hearing.
3. Mr. Kaucher then described the proposed project and related financial assistance as follows:

Above Grid Rome Solar LLC, on behalf of itself and/or the principals of Above Grid Rome Solar LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") applied to the Agency to enter into a transaction in which the Agency will assist in construction of an approximately 5 megawatt AC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system consisting of two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment (collectively, the "Improvements"), situated on a 50± acre portion of a 174.40± acre parcel of land located at 5727 Rome Taberg Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company. Rome Industrial Development Corporation (the "Owner") owns the Land and leases it to the Company, and the Company will lease the Facility to the Agency.

The Agency contemplates providing financial assistance to the Company in the form of reduction of real property taxes for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$7,000.00 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (Community Solar Policy), to be more

particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

4. Mr. Kaucher then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. Mr. Kaucher then asked if there were any further comments, and, there being none, the hearing was closed at _____ a.m.

Mark Kaucher

STATE OF NEW YORK)
 : SS.:
COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of public hearing held by the Oneida County Industrial Development Agency (the "Agency") on September __, 2023 at _____ a.m. local time, at 584 Phoenix Drive, City of Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, the hearing was open to the general public to attend, and public notice of the time and place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the hearing in all respects were duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

Secretary



September 6, 2023

Shawna Papale
Executive Director, OCIDA
584 Phoenix Drive
Rome, NY 13441

RE: Above Grid Photovoltaic Project

Dear Shawna,

On behalf of RIDC, I am writing this letter to support the Above Grid application to the OCIDA for a solar PILOT. More specifically, to advocate for a deviation concerning the per-MW fee structure. As you know RIDC is dedicated to improving the business climate and overall vibrancy of the Rome community. This project not only advances our organization's mission; it preserves and protects viable agricultural land in Oneida County by concentrating development on poor, under-utilized property. RIDC feels that the applicant's request for a deviation is not only justified, but critical to maintaining financial viability and environmental sustainability.

Primary among the reasons for our backing of the applicant's reduced per-MW payment is the significant investment in site improvement required to support the project on an otherwise unusable site. As you know, "greenfields" are much easier and less expensive to develop. However, this comes at a cost to our environment, food systems, and community resiliency. Sprawl and avoidance of difficult sites has proven, over decades of these costly mistakes, to be financially, ecologically, and socially unsustainable – resulting in operational inefficiency and higher taxes for our Cities, in particular. Rome is no exception. According to the American Farmland Trust, agricultural land in the United States is among the most productive – and expensive – in the world. Since 1982, our country has irrevocably lost 31 million acres of farmland. In addition to the detrimental effects of suburban sprawl on our regional economy, this ostensibly drives up the price of remaining farmland, making it difficult for the remaining family farms to afford high-quality agricultural land.

This is partly why RIDC, for decades, has sought to achieve the highest and best use for some of the most difficult sites in Rome; not just brownfield properties, but properties with little-to-no market value or industrial development potential. It is well known that RIDC has struggled to develop the Rome-Taberg Road property while protecting the unique ecology of the surrounding land. However, every project has been met with failure due to terrible site conditions and other factors beyond our control. Over the years, many of the proposed industrial and commercial prospects have faltered and collapsed since the 1990's - primarily owing to the poor geotechnical conditions and wetlands on this site. As we learned with the Rome Humane Society project, it was not even possible to build a simple, one-story, slab-on-grade structure with minimal loading (i.e., dogs and cats) due to the subsurface conditions. After tens of thousands of dollars spent on studies and improvements had come to no avail, the site has been languishing, and unofficially written-off as unbuildable.

Rather than throw in the towel, in recent years, RIDC shifted gears and recruited solar developers in order to maximize the potential, if any, of the approximately 30 acres that were not encumbered by wetland, cultural, historic, recreational, or ecological concerns. After a number of solar developers tried and failed, RIDC began working with Above Grid and their team. Despite strong headwinds and a poor site, their team has stayed with us through obstacle after obstacle – each obstacle incrementally eroding the potential return on investment. After 3+ years and multiple iterations, zoning/planning board meetings, moratoriums, and negotiations with the DEC and private utilities, we are on the precipice of a project.



If financially viable, this project will have succeeded in advancing the state's renewable energy goals, offered affordable community solar energy to surrounding residents, and protected more than 30 acres of viable farmland in Oneida County. Furthermore, it could produce a modest, but sustained, income stream for RIDC generated by proceeds from a long-term ground lease. That funding, as you know, is immediately returned to the community through facilitation of community & economic development initiatives – including brownfield remediation, industrial expansion, mixed use development, tourism enhancements, low-interest gap financing, and Downtown Revitalization Initiative implementation.

In short, we invest in projects that help to grow the and strengthen the local economy; and this funding stream will ensure that we continue to fulfill our mission for decades to come.

If we can be of any assistance, If you have any questions, please do not hesitate to reach out.

Sincerely,

Ron Edwards, President

Cc: Mark Kaucher
Christian Mercurio

**SEQR Resolution
Above Grid Rome Solar LLC Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY DETERMINING THAT ACTION TO PROVIDE FINANCIAL ASSISTANCE RELATING TO A PROJECT FOR THE BENEFIT OF ABOVE GRID ROME SOLAR LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, Above Grid Rome Solar LLC, on behalf of itself and/or the principals of Above Grid Rome Solar LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 5 megawatt AC ground-mounted solar energy system/community solar array with solar panels connected to a single-axis tracking racking system consisting of two pervious gravel access roads, inverter pads, a fence surrounding the entirety of the equipment, underground wiring, and overhead utility interconnection to equipment (collectively, the "Improvements"), situated on a 50± acre portion of a 174.40± acre parcel of land located at 5727 Rome Taberg Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, 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"), the Agency desires to determine whether the construction and equipping of the Facility may have a "significant effect on the environment" (as said quoted term is defined in the SEQR Act and the Regulations) and therefore require the preparation of an environmental impact statement; and

WHEREAS, to aid the Agency in determining whether the construction, and equipping of the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency a long environmental assessment form (the "EAF"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Agency has reviewed the Determination of Significance dated August 8, 2023 (the "Planning Board Review") by the City of Rome Planning Board (the "Lead Agency"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, pursuant to the Regulations, the Agency has examined the EAF and the Planning Board Review in order to make a determination as to the potential environmental significance of the Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based on an examination of the Application, the EAF, the Planning Board Review, and based further upon the Agency's knowledge of the area surrounding the Facility and such further investigation of the Facility and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Facility:

- (A) The Facility is as described in the Application and the EAF;
- (B) The Facility constitutes a "Type 1 Action" (as defined in the Regulations);
- (C) No potentially significant impacts on the environment are noted in the EAF for the Facility, and none are known to the Agency;
- (D) The Facility will not result in (i) substantial adverse change in existing air quality; ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems; (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of a resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on threatened or endangered species of animal or plant, or the habitat of such species; or (iii) other significant adverse impacts to natural resources;
- (E) The Facility will not affect a critical environmental area as designated pursuant to 6 NYCRR 617.14(g);
- (F) The Facility will not conflict with the community's current plans or goals as officially approved or adopted;

(G) The Facility will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(H) The Facility will not result in a major change in the use of either the quantity or type of energy;

(I) The Facility will not result in the creation of a hazard to human health;

(J) The Facility will not result in a substantial change in the use, or intensity of use, of land including architectural, open space or recreational resources, or in its capacity to support existing uses;

(K) The Facility will not result in encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(L) The Facility will not result in the creation of a material demand for other actions that would result in one or more of the above consequences;

(M) The Facility will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; and

(N) The Facility will not result in two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in 6 NYCRR Section 617.7(c).

Section 2. The Agency hereby concurs with the determinations and findings of the Lead Agency and determines that the Facility will not have a significant impact on the environment and the Agency will not require the preparation of an environmental impact statement with respect to the Facility. As a result, the Agency has prepared a negative declaration with respect to the Facility.

Section 3. The Executive Director of the Agency is hereby directed to file in the Agency's records a negative declaration with respect to the Facility (said negative declaration to be substantially in the form and substantially to the effect of the negative declaration attached hereto).

Section 4. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

DRAFT

STATE OF NEW YORK)
 : SS.:
COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency") with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened on September 15, 2023 at eight a.m., local time, at Rome, New York which the following members were:

The question of the adoption of the foregoing resolution was duly put to vote, which resulted as follows:

and, therefore, the resolution was declared duly adopted.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend and public notice of the date, time, location and call-in information for said meeting was duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout..

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

Shawna Papale, Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-1405
(315) 338-0393 telephone
(315) 338-5694 fax
Shawna M. Papale, Executive Director
spapale@mvedge.org

Please submit the signed and notarized completed application (Pages 1-25 ONLY), which must include any applicable addendum or supplemental information requested in the application, along with payment of a non-refundable \$500 Application Fee and a \$1,000 Commitment Fee (will be applied to final closing costs) to the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome NY 13441-1405, within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. An electronic version of the application must accompany the original application via physical media or e-mail.

NY CDG Oneida 2 LLC

Project Name

Date of Submission **September 5, 2023**

Important Notes to Applicant:

Upon the submission of this application to the OCIDA, the application becomes a public document. Be advised that any action brought before the Agency is public information. All agendas for the OCIDA are issued publicly prior to the full agency meeting. Upon the submission of this application to the OCIDA, the application becomes a public document and OCIDA is required by law to post on its website and make available to the public this Application and supporting materials. If when completing this Application, you deem any information to be specifically exempted from disclosure under Article Six of the Public Officers Law, please answer the question "This information is deemed to be exempt from disclosure under Article Six of the Public Officers Law and is submitted on the attached confidential addendum." It is acceptable to submit any confidential addendum electronically as a .pdf file separate from the application, but any confidential addendum must still be submitted with the hard copy of the full application (see Page 1). Please answer any such questions on a separate Addendum titled, "Confidential and Protected by Article Six of the Public Officers Law." If OCIDA is challenged to produce any information the Applicant identifies as protected, the Applicant will be required at its sole cost to defend such assertion on behalf of OCIDA.

The information requested by this application is necessary to determine the eligibility of your project for OCIDA benefits. Please answer all questions and respond "Not Applicable", "NA", or "none" where appropriate. If you're response is an estimate, please indicate so. Attach additional sheets if more space is needed for a response. **All applications must include a completed and signed NYS SEQR form and Cost Benefit Analysis form (please consult with OCIDA) before the application is considered complete.**

By signing and submitting this Application, the Applicant acknowledges that it received a copy of the Uniform Tax Exemption Policy and the Oneida County IDA Penalty for Failure to Meet Employment Levels as adopted by the Agency and Agency Memorandums pertaining to the benefits of projects financed through the Agency.

A project financed through the Agency involves the preparation and execution of significant legal documents. Please consult with an attorney before signing any documents in connection with the proposed project. You will receive an engagement letter from the OCIDA legal counsel. You will be asked to sign the engagement letter acknowledging you will be responsible for all legal fees of OCIDA legal counsel and that you understand the process. Should you not close and legal services have been rendered by the OCIDA legal counsel, Applicant will be responsible for those costs.

If your project requires a public hearing, a representative of the applicant is required to be present. A date will be coordinated by the OCIDA legal counsel.

If you have any questions how to calculate the OCIDA's application fee please refer to the enclosed Memorandum to Companies -Sale Leaseback Transactions or contact the OCIDA.

Part I: Applicant Information

Note: In responding to the following questions, please keep in mind that the Applicant will be party to all of the documents and is the individual or if entity will be formed which will receive the actual financial assistance from the Agency.

Applicant

1(a) Applicant's Legal Name: BW Solar Holding Inc.

1(b) Principal Address: 69 State Street, 13th Floor
Albany, NY 12207

1(c) Telephone/Facsimile Numbers: 585-727-9918

1(d) Email Address: daniel.huntington@bwsolar.com

1(e) Federal Identification Number: 85-0818404

1(f) Contact Person: Daniel Huntington

1(g) Is the Applicant a

Corporation:
If Yes, Public Private
If public, on which exchange is it listed?

- Subchapter S
- Sole Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Corporation/Partnership
- Single-Member LLC (name and EIN below):

Name: NY CDG Oneida 2 LLC
EIN #: 37-2004262

DISC
 Other(specify) _____

1(h) State of Organization (if applicable) Delaware

Applicant's Stockholders, Members, Directors and Officers, Partners.

2(a) Provide the following information with respect to any person with 15% or more in equity holdings in any entity in ownership chain of the project. Add additional sheets if necessary.

<u>Name</u>	<u>Address</u>	<u>Percentage of Ownership</u>
BW Solar Holding Inc - 69 State Street, 13th floor, Albany, NY 12207 - 100%		

2(b) Is the Applicant, or any of the individuals listed in 2(a) above, related directly or indirectly to any other entity by more than 50% common ownership? **If Yes**, indicate name of such entity and the relationship. Yes No

2(c) Is the Applicant affiliated with any other entity, directly or indirectly, other than as listed in the response to 2(a) above? **If Yes**, please indicate name and relationship of such other entity and the address thereof: Yes No

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: Robert J. Ryan - Partner
Firm: Harris Beach PLLC
Address: 677 Broadway, Suite 1101
Albany, NY 12207
Telephone/Fax: 518.701.2715
Email: rryan@harrisbeach.com

3(b) Applicant's Accountant

Name/Title: N/A
Firm: _____
Address: _____

Telephone/Fax: _____
Email: _____

Business Description

4(a) Describe the nature of your business and principal products and/or services. Attach additional sheets if necessary.

BW Solar is focused on the development of solar power generation and energy storage projects. Led by an experienced management team that has built and financed some of the first operational solar projects in the world, BW Solar's mission is to reduce greenhouse gases by developing and maximizing utilization of energy produced and stored by solar and energy storage projects.

Part II: Project Information

5(a) Explain your project in detail. This description should include explanation of all activities which will occur due to this project. Attach additional sheets if necessary.

The project will involve the construction of a community solar farm of 3.3MW ac in size. It will bring the opportunity for local construction jobs to the community and provide the option for local community members to save on their electricity by subscribing to the project.

Reasons for Project

6(a) Please explain in detail why you want to undertake this project.

Our business is developing solar projects. In this case we have found an interested land owner that would like to work with us to develop this community solar project.

6(b) Why are you requesting the involvement of the Agency in your project?

In order to qualify for the Uniform Tax Exemption Policy (Community Solar Projects) PILOT.

6(c) Please confirm by checking the box below, if there is the likelihood that the Project would not be undertaken **BUT FOR** the Financial Assistance provided by the Agency.

Yes No

If the Project could be undertaken without Financial Assistance provided by the Agency, ("**No**" is checked above) then provide a statement in the space provided below indicating why the Agency should approve the requested assistance:

How will the Applicant's plans be affected or scaled back if Agency approval is not granted?

Without the Uniform Tax Exemption Policy (Community Solar Projects) agreement the project would not be financially feasible.

6(d) Is the proposed project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

Yes No If Yes, please explain briefly.

6(e) Will financing by the Agency result in the removal or abandonment of a plant or other facility of the applicant or any related entity presently located in another area of New York State?

Yes No

If Yes, is the proposed project reasonably necessary to preserve the competitive position of the Applicant in its respective industry? Yes No

If Yes, please provide a statement and evidence supporting the same. Include the name of all taxing jurisdictions in which the abandoned facility or plant lies, and whether Applicant has had any discussions with said taxing jurisdictions regarding the abandonment. Please provide as much detail as possible.

6(f) Has the Applicant or any related entity previously secured financial assistance in Oneida County (whether through the Agency, the Empire State Development Corporation, or any other entity)? Yes No

If Yes, please explain (indicate date of benefit, location of facility and outstanding balance).

6(g) Has the Applicant or any related entity secured financial assistance anywhere within the United States within the last 90 days or does the Applicant or any related entity anticipate receiving financial assistance within the next 90 days? Yes No

If Yes, please explain.

We have requested PILOT agreements for other projects across several counties in New York State.

6(h) Check all categories best describing the type of project for all end users at project site (you may check more than one; if checking more than one indicate percentage of square footage the use represents):

Please provide percentage of sq. footage for each use (if more than one category):

- | | |
|---|------------------------|
| <input type="checkbox"/> Manufacturing | <input type="text"/> % |
| <input type="checkbox"/> Industrial Assembly or Service | <input type="text"/> % |
| <input type="checkbox"/> Back office operations | <input type="text"/> % |
| <input type="checkbox"/> Research and Development | <input type="text"/> % |
| <input type="checkbox"/> Technology/Cybersecurity | <input type="text"/> % |
| <input type="checkbox"/> Warehousing | <input type="text"/> % |
| <input type="checkbox"/> Commercial or Recreational | <input type="text"/> % |
| <input type="checkbox"/> Retail | <input type="text"/> % |

- | | | |
|----------------------|--|------------------------------------|
| Add Housing Addendum | <input type="checkbox"/> Residential housing (specify) _____ | <input type="text"/> % |
| | <input type="checkbox"/> Pollution Control (specify) _____ | <input type="text"/> % |
| | <input type="checkbox"/> Environmental (e.g., Brownfield) (specify) _____ | <input type="text"/> % |
| Add Solar Addendum | <input checked="" type="checkbox"/> Other (specify ie; renewable energy) <u>Community Distributed Generation</u> | <input type="text" value="100"/> % |

6(i) Check all categories best describing the **scope of the project**:

- Acquisition of land
- Acquisition of existing building
- Renovations to existing building
- Construction of addition to existing building
- Demolition of existing building or part of building
- Construction of a new building
- Acquisition of machinery and/or equipment
- Installation of machinery and/or equipment
- Other (specify) Installation of community solar

6(j) Please indicate the financial assistance you are requesting of the Agency, and provide the estimated value of said assistance. Attach a sheet labeled Annual PILOT that shows the annual utilization of the Real Property Tax Abatement by year and by taxing jurisdiction (PLEASE CONSULT WITH IDA STAFF ON PILOT CALCULATIONS).

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input checked="" type="checkbox"/> Real Property Tax Abatement (value of PILOT savings)	\$ <u>1,120,396</u>
<input type="checkbox"/> Mortgage Tax Exemption (.75%) \$ _____ Amount of mortgage: \$ _____	
<input type="checkbox"/> Sales and Use Tax Exemption ** (8.75%) \$ _____ (Not available for solar) Value of goods/services to be exempted from sales tax: \$ _____	
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$ _____	

**** TOTAL EXEMPTION ASSISTANCE REQUESTED: \$ 1,120,396**

Is the financial assistance requested by the Applicant consistent with the IDA's Uniform Tax Exemption Policy? Yes No

If No, please provide a written statement describing the financial assistance being requested and detailing the reasons the IDA should consider deviating from its Policy.

** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents will include a covenant by the Applicant that the estimate, above, represents the maximum amount of sales and use tax benefit currently authorized by the Agency with respect to this Application. The Agency may utilize the estimate, above, as well as the (9)proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered. It is the responsibility of the applicant to inform the IDA within 10 days if the project amount changes.

Part III: Facility Information

Attach copies of the most recent real property tax bills. Include copies for all taxing jurisdictions for the site/ facility that IDA assistance is being sought.

Facility (Physical Information) If multiple locations please provide information on all.

7(a) Street Address of Facility:

6821 Martin St.

7(b) City, Town and/or Village (list ALL incorporated municipalities):

Rome

7(c) School District:

Oriskany

7(d) For what purpose was the facility site most recently used (i.e., light manufacturing, heavy manufacturing, assembly, etc.)?

vacant

7(e) Zoning Classification of location of the project:

I-G General Industrial

7(f) Please describe in detail the facility to be acquired, constructed or renovated (including number of buildings, square footage, number of floors, type of construction,) and attach plot plans, photos or renderings, if available. If there are infrastructure improvements (water, sewer, gas, electrical, etc.) please provide details along with who will carry out those improvements and who will fund them. ***Please be as specific as possible.***

BW Solar is proposing a 3.3MW (AC) solar power generation facility on Martin Street in Rome, New York. Approximately 21 acres of land will be used to harvest this solar energy, which will then be distributed via the grid and contribute to New York's renewable initiatives. 9,020 solar modules will accomplish the production and conversion of voltage respectively. When the project reaches the end of its operation, all associated equipment will be decommissioned, leaving the land viable for farming or any other intended use. Chain link fencing will enclose the entire solar array with 1 main gate for access.

7(g) Has construction or renovation commenced? Yes No

If Yes, please describe the work in detail that has been undertaken to date, including the date of commencement.

If No, indicate the estimated dates of commencement and completion:

Construction Commencement: Q1 2024

Construction completion: Q4 2024

7(h) Will the construction or operation of the facility or any activity which will occur at the site require any local ordinance or variance to be obtained or require a permit or prior approval of any state or federal agency or body (other than normal occupancy and/or construction permits)?

Yes No

If Yes, please describe.

Has the Project received site plan approval from the Planning Department?

Yes No N/A

If Yes, please provide the Agency with a copy of the planning department approval along with the related State Environmental Quality Review (SEQR) determination. If no, please provide the status of approval:

7(i) Will the project have a significant effect on the environment? Yes No

Important: please attach and sign Part 1 of either the the long or short Environmental Assessment Form to this Application.

7(j) What is the useful life of the facility? 40 years

7(k) Is the site in a former Empire Zone? Yes No

If Yes, which Empire Zone: _____

Is project located in a Federal HUB Zone or distressed area: Yes No
Provide detail.

ALL APPLICANTS MUST ANSWER PART IV-8(a)

Part IV: Retail Project Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

8(a). Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

Required Yes or No **If the answer is YES, please continue below.**
If the answer is NO, proceed to Section Part V - Facility (Legal Info)

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

8(b). What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? 0.00 %. **If the answer is less than 33% do not complete the remainder of this retail determination page and proceed to next section, Part V Facility (Pg 13)**

*** If the answer to A above is Yes AND the answer to B above is greater than 33.33%, indicate which of the following questions below apply to the project:**

1. Will the project be operated by a not-for-profit corporation Yes No

2. Is the Project location or facility likely to attract a significant number of visitors from outside Oneida County?

Yes No

If yes, please provide a third party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes No

If yes, please provide a third party market analysis that demonstrates that a majority of the project's customers are expected to come from outside of Oneida County and the project will not directly compete with existing businesses located in Oneida County.

Part V: Facility (Legal Information)

9(a) With respect to the **present owner** of the land or facility, please give the following information and provide a brief statement regarding the status of the acquisition.

(Note: the present owner is not necessarily the user of the facility, but that party which holds legal title to the facility.)

Legal Name: Teresa Campanaro
Address: 6821 Martin Street
City of Rome, NY 1440
Telephone: 478.286.1384
Balance of Mortgage: N/A
Holder of Mortgage: Teresa Campanaro

If the Applicant is not the present owner of the facility, please attach any written agreements and contracts concerning the acquisition of the real property and/or equipment.

Memo of Option to Lease attached. Lease Option Agreement.

9(b) Is there a legal relationship, directly or indirectly, by virtue of common control or through related persons, between the Applicant and the present owner of the facility?
 Yes No. If Yes, please explain.

9(c) Will a related real estate holding company, partnership or other entity, be involved in the ownership structure of the transaction?
 Yes No. If Yes, please explain.

9(d) Will the title owner of the facility/property also be the user of the facility?
 Yes No If Yes, please explain.

9(e) Is the Applicant currently a tenant in the facility? Yes No

9(f) Are you planning to use the entire proposed facility?
 Yes No

If No, please give the following information with respect to tenant(s) which will remain in the facility after the completion of the project, including the square footage the Applicant will occupy:

<u>Name of Tenant</u>	<u>Floors Occupied</u>	<u>Sq. Ft. Occupied</u>	<u>Nature of Business</u>

9(g) Are any of the tenants related to the owner of the facility?
 Yes No If Yes, please explain.

9(h) Will there be any other users utilizing the facility?
 Yes No
If Yes, please explain. Provide detail of the contractual arrangement including any financial exchange for the use of the site or property.

Part VI: Equipment

10(a) List the principal items or categories of equipment to be acquired as part of the project. If you are requesting sales tax exemption it is important to be as detailed as possible. (If a complete list is not available at time of application, as soon as one is available but prior to final authorizing resolution, please submit a detailed inventory of said equipment to be covered.) Attach a sheet if needed.

Solar Modules, Inverters, Racking, Transformers, Fencing, Electrical Equipment (AC Combiners, DC Combiners, Monitoring Equipment, Electrical Wiring, Electrical Poles), Landscaping (Trees, Bushes, Grass), Concrete, Crushed Gravel Aggregate. ** Full list to be provided when final drawings and procurement plans are created **

10(b) Please provide a brief description of any equipment which has already been purchased or ordered, attach all invoices and purchase orders, list amounts paid and dates of expected delivery. Attach a sheet if needed.

N/A

10(c) What is the useful life of the equipment? 40 years

Part VII: Employment Information

"FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

11(a) Estimate how many construction jobs will be created or retained as a result of this project.

11(b) Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

Yes No **If Yes**, explain below.

11(c) Have you experienced any employment changes (+ or -) in the last three (3) years?

Yes No **If Yes**, explain below.

11(d) Job Information related to project ***

Estimate below how many jobs will be created and retained as a result of this project, if OCIDA assistance is granted. **PLEASE MAKE SURE TOTAL PART-TIME EMPLOYEES ARE TURNED INTO FULL-TIME EQUIVALENTS (FTE) for Line B. - See Pg. 17.**

Number of Jobs BEFORE Project	Location 1	Location 2	Location 3	Location 4	Location 5	
Address in NYS						Total
Full-Time Company						
Full-Time Independent Contractors						
Full-Time Leased						
A. Total Full-Time BEFORE						
Part-Time Company						
Part-Time Independent Contractors						
Part-Time Leased						
B. Total FTE Part-Timers BEFORE						
C. Total FTE BEFORE*						

*For Total FTE BEFORE add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).

	Number of Jobs AFTER Project (within 3 years of project completion)	Location 1	Location 2	Location 3	Location 4	Location 5	Total
	Full-time Company						
	Full-Time Independent Contractors						
	Full-Time Leased						
A.	Total Full-Time AFTER						
	Part-Time Company						
	Part-Time Independent Contractors						
	Part-Time Leased						
B.	Total FTE Part-Timers AFTER						
C.	Total FTE AFTER *						

**For Total FTE AFTER add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).*

	Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the <u>JOBS CREATED</u> within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
A.	Full-Time						
B.	FTE Part-Timers						
C.	Total AFTER						

**** Labor Market Area includes Oneida, Lewis, Herkimer, and Madison Counties**

Provide Any Notes To Job Information Below

As much as possible, BW will strive to hire local labor and materials that have the appropriate train and qualifications.

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)
Management	\$	%	\$	%
Administrative	\$	%	\$	%
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$	%	\$	%

*** By statute, Agency staff must project the number of Full-Time Jobs that would be retained and created if the request for Financial Assistance is granted. "FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

11(e) Please list NAICS codes for the jobs affiliated with this project:

Part VIII: Estimated Project Cost and Financing

12(a) List the costs necessary for preparing the facility.

LAND Acquisition	\$	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$ 0	
Existing Building(s) RENOVATION	\$ 0	
NEW Building(s) CONSTRUCTION	\$ 2,486,480	
Site preparation/parking lot construction	\$ 5,000	
Machinery & Equipment that is TAXABLE	\$ 850,000	
Machinery & Equipment that is TAX-EXEMPT	\$ 1,281,000	
Furniture & Fixtures	\$ 0	
Installation costs	\$ 467,173	
Architectural & Engineering	\$ 119,757	
Legal Fees (applicant, IDA, bank, other counsel)	\$ 10,000	
Financial (all costs related to project financing)*	\$	
Permits (describe below)	\$	
Other (describe below) ie: solar decommissioning expense)	\$ 159,000	

Other:	Cost:	Subtotal \$
1. Decommissioning Cost	\$ 159,000	5,378,410
2. Land Lease (in Installation Cost)		Agency Fee ¹ \$ 26,892
3.		
4.		
5.		Total Project Cost \$ 5,405,302

* Bank fees, title insurance, appraisals, environmental reviews, etc.

¹ See Attached Fee Schedule (Page 22) for Agency Fee amount to be placed on this line.

Permit/Other Information

12(b) Has the Applicant contacted any bank, financial institution or private investor with respect to financing the proposed project? Yes No **If Yes**, please provide details below.

12(c) Has the Applicant received a commitment letter for said financing? **If Yes**, please provide a copy along with this application. Yes No

12(d) Sources of Funds for Project Costs

Bank Financing: ----- \$ 2,460,415

Equity (excluding equity that is attributed to grants/tax credits) -- \$ 1,765,071

Tax Exempt Bond Issuance (if applicable) ----- \$ _____

Taxable Bond Issuance (if applicable) ----- \$ _____

Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.----- \$ 1,179,816

Identify each Public state and federal grant/credit:

Comments:

Source	<u>NYSERDA</u>	\$	<u>1,179,816</u>
Source		\$	
Source		\$	
Source		\$	

Total Sources of Funds for Project Costs: \$ 5,405,302

Part IX: Real Estate Taxes

13(a) For each tax parcel which comprises the facility, and for which assistance is being sought, please provide the following information using figures from the most recent tax year. If an increase in the assessment is anticipated due to the proposed project, please indicate the new estimated assessment amount in the **POST- PROJECT** column. Attach copies of the most recent tax bills for all jurisdictions.

Tax Map Parcel #	Current Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount (\$)	Estimated Post-Project Assessment
259.001-0001-002	\$ 39,000		\$ 41,000		

13(b) Will the entirety of each tax parcel be subject to the PILOT? YES NO

13(c) If the entirety of each parcel will not be subject to the PILOT, will the municipality require a subdivision? YES NO

***If a subdivision is required, it is the responsibility of the Applicant to complete subdivision approval prior to commencement of the PILOT Agreement, and to provide the Agency with the tax parcel number(s) assigned.**

13(d) Address of Receiver of Town and/or Village Taxes (include all jurisdictions):

City of Rome, NY

198 North Washington St.

Rome, NY 13440

13(e) Address of Receiver of School Taxes:

Rome City School District

409 Bell Rd Rome, NY 13440-5243

13(f) Has the current property owner or user been granted an Ag-District exemption on the tax map parcel anytime during the past 4 years?

Yes No

If Yes explain below.

13(g) Please consult with Agency staff to complete a Cost/Benefit Analysis form to attach to this Application.

Use space below for additional information

NYS SEQRA Environmental Review

- The applicant must complete, sign and return to the IDA **either** the Short Form Environmental Assessment Form (SEAF) **or** the Full Environmental Assessment Form (FEAF). See the NYS DEC website for the most current versions of these documents.

<https://www.dec.ny.gov/permits/6191.html>

- To determine which EAF form is appropriate for the project, the applicant should consult with its engineer or legal counsel.
- It is the IDA's strong preference that the municipality that governs the jurisdiction where the project is located (e.g., a Planning Board, Zoning Board or other supervisory board) serve as lead agency for the SEQRA review.
- In limited cases, the IDA will act as lead agency, but it may lead to additional cost to the applicant if a review is required to make a determination of environmental impact.
- If another public body is serving as lead agency for the SEQRA review the applicant should provide the IDA with a signed Part 2 (and Part 3 if using the Long Form) and any minutes of meetings that detail the lead agency's determination.
- The IDA cannot grant any financial assistance until the SEQRA review process is complete.

Agency Fee Schedule

Commitment Fee: \$1,000 – due following the initial inducement but prior to scheduling of the public hearing; this amount is non-refundable if the applicant fails to close on the project before the IDA. Upon closing with the IDA this amount is applied to the closing fees.

Bond Fees: ½ of 1% of total bond amount

IDA Agency Fee: PILOT, Mortgage Recording Exemption, Sales Tax Exemption:

- Up to a \$1.0 Million project - \$5,000
- Above \$1.0 Million project up to \$10.0 Million project – ½ of 1% of total project cost.
- Above \$10.0 Million project – ½ of 1% of total project cost up to \$10.0 Million plus incremental increase of ¼ of 1% of total project above \$10.0 Million.
- Any previously induced solar or renewable energy projects that have not yet proceeded to a final authorizing resolution, and are asking for an increase in benefits, will be subject to an Agency fee of one and one-half times the Agency's normal fee.

Transaction Counsel/Agency Counsel fee:

Set by Bond/Transaction Counsel based upon the nature and complexity of the transaction. This applies to bond and non-bond transactions (leasebacks, sale-leasebacks, etc).

Transaction Counsel/Agency Counsel fees for bond transactions typically will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for a sale-leaseback/lease-leaseback transaction are typically \$8,500 to \$10,000 if no commercial financing is involved or \$10,000 to \$12,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

Annual Fee:

For the term in which the property remains in the IDA's name, an annual lease payment is due in the amount of \$750 (Solar Projects: \$2,000). The first payment is due at closing and subsequent payments are due each January 1. For annual fees not paid and delinquent, a late charge of \$50 per month will be levied until such time the fee plus late charges are paid.

Other fees:

If Applicant requests the IDA enter into subsequent transactions following closing (i.e., a facility refinance), the IDA will charge a closing fee equal to 1/8 of one percent of the total reissuance, redemption, new or revised mortgage, refinancing, spreading agreement or other transaction with a minimum payment due of \$500. Applicant will also be responsible to pay any legal fees and any bank or financial institution fees the IDA incurs in connection with said transaction, throughout the term of the Agency's involvement with the facility.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

The undersigned requests that this Application be submitted for review to the Oneida County Industrial Development Agency (the "Agency") and its Board of Directors.

Approval of the Application can be granted solely by this Agency's Board of Directors. The undersigned acknowledges that Applicant shall be responsible for all costs incurred by the Agency and its counsel in connection with the attendant negotiations whether or not the transaction is carried to a successful conclusion.

The Applicant further understands and agrees with the Agency as follows:

- 1. Annual Sales Tax Filings.** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- 2. Annual Employment, Tax Exemption & Bond Status Reports.** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site as well as tax exemption benefits received with the action of the Agency. For Applicants not responding to the Agency's request for reports by the stated due date, a \$500 late fee will be charged to the Applicant for each 30-day period the report is late beyond the due date, up until the time the report is submitted. Failure to provide such reports as provided in the transaction documents will be an Event of Default under the Lease (or Leaseback) Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Annual Employment, Tax Exemption & Bond Status Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- 3. Absence of Conflict of Interest.** The Applicant has consulted the Agency website of the list of the Agency members, officers and employees of the Agency. No member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein after described (if none, state "none"):
- 4. Hold Harmless.** Applicant hereby releases the Agency and its members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final

agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

5. The Applicant acknowledges that the Agency has disclosed that the actions and activities of the Agency are subject to the Public Authorities Accountability Act signed into law January 13, 2006 as Chapter 766 of the 2005 Laws of the State of New York.
6. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
7. The Applicant acknowledges that it has been provided with a copy of the Agency's recapture policy (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
8. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

9. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
10. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material

fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

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

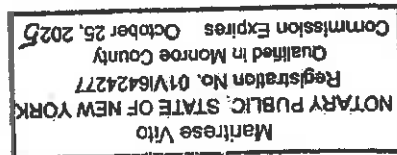
Daniel Huntington, being first duly sworn, deposes and says:

1. That I am the senior Developer (Corporate Office) of BW solar Holding Inc. (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

Daniel Huntington
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 6 day of September, 2023.

Mantrese Vito
(Notary Public)



If the application has been completed by or in part by other than the person signing this application for the applicant please indicate who and in what capacity:

By: _____

Name: _____

Title: _____

Date: _____

Please submit the signed and notarized completed application along with payment of a non-refundable **\$500 Application Fee** and a **\$1,000 Commitment Fee** (will be applied to final closing costs) to the **Oneida County Industrial Development Agency**, 584 Phoenix Drive, Rome NY 13441-1405, **within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda**. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. It is advised that an electronic version of the application accompany the original application via hard copy or e-mail. An electronic version of the application must accompany the original application via physical media or e-mail.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale Executive
Director/Secretary

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA

584 Phoenix Route, New York 13441-4105
Ph: (315) 338-0393, fax (315) 338-5694
info@mvedge.org www.oneidacountyida.org



David B. Grow
Chair

L. Michael Fitzgerald
Vice-Chair

Mary Faith Messenger
Treasurer

Ferris Betrus
Kirk Hinman

Eugene Quadraro
Steven Zogby

MEMORANDUM TO COMPANIES SALE-LEASEBACK TRANSACTIONS

1. When a Company decides that a sale-leaseback transaction may suit its particular needs, the first order of business is for the Company to complete an Application for Financial Assistance, together with an Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant (referred to collectively as the "Application"). The Application is submitted to Agency Counsel for a formal decision as to whether or not the project qualifies as a "project," as defined by law.
2. No action can be taken until the Application is completed and submitted to the Agency and approved by Agency Counsel.
3. Upon completion of the Application and approval by Agency Counsel, the Agency will meet for the purpose of adopting an Inducement Resolution and reviewing the Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant. At this time a Resolution may be adopted by the Agency concerning the environmental impact. **Please note that the Agency is subject to the Open Meetings Law, and all meetings will be open to the public, including news media.**
4. The Company is expected and encouraged to have its own counsel. The Company is also required to reimburse the Agency for all legal expenses incurred in furtherance of a proposed transaction, whether or not that transaction is completed. This includes all fees and disbursements of Agency Counsel.
5. The Company will be asked to sign an Inducement Agreement, which sets forth the terms of the proposed transaction and the obligations of the parties in furtherance of the same. The Company will also be asked to provide Agency Counsel with certain

information concerning the formation of the corporation or partnership, a survey of the property, title insurance, insurance certificates, etc. before the transaction can close. All matters in connection with the transfer of the real estate will be handled primarily by Company Counsel with the assistance of Agency Counsel.

6. A Public Hearing may be required in accordance with the New York State General Municipal Law, after which the Oneida County Executive must approve or disapprove the issue. Notice of the Public Hearing must be published at least thirty (30) days prior to the Hearing in the newspaper where the project is located. The highest elected official of each affected taxing jurisdiction must also receive thirty day written notice of the Hearing.

No financial benefits may be granted by the Agency to the Company until after the Public Hearing if required.

7. Agency Counsel has certain requirements as to those documents which must be included in the transaction and the content thereof, including but not limited to requiring environmental impact surveys, environmental indemnifications and general indemnifications.
8. The fee schedule is attached, covering the Agency fee, the Agency's work with respect to the project and the work of Agency Counsel.

The estimated fees for Agency Counsel may vary depending on the nature of the project. The initial fee quote assumes that the transaction closes within ninety (90) days from the date of the inducement, that there will be no unusual questions of law or prolonged negotiations regarding the documents, and that the involvement or assistance from other agencies will not require substantial modifications to the typical structure and documentation of similar transactions. The fee quote also assumes that Agency Counsel will not be called upon to coordinate with any lender, as the Agency is not issuing bonds. The fee quote assumes that closing will take place by mail and will not necessitate attending meetings with the Company or any lender.

9. Once the terms and conditions of the transaction are fairly well established, Agency Counsel prepares preliminary drafts of the financing documents and distributes them to all parties for review and comment. Comments accepted by all counsel will result in redrafting of documents. The parties establish a mutually agreeable closing date, and final documents for execution are prepared.

10. The Agency then conducts a meeting whereby it adopts an Authorizing Resolution, under which the Agency approves of the form of the documents and authorizes the Chairman to execute the same.
11. The closing takes place.
12. Some of the benefits available to a company under a sale-leaseback transaction are as follows:
 - ⇒ Exemption from New York State mortgage recording tax
 - ⇒ Exemption from New York State sales tax for materials used in construction
 - ⇒ Real property tax abatement on the value added to the project (for more information, please see the Uniform Tax Exemption Policy enclosed herewith)

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**MEMORANDUM TO APPLICANTS FINANCING AN IDA PROJECT
THROUGH A COMMERCIAL LENDER**

We have found it helpful to outline at the onset of a transaction the basic structure of financing when an industrial development agency (“IDA”) has a fee or leasehold interest in a property and is party to a mortgage or other financing instrument. **Please give a copy of this memorandum to your lender as early in the financing process as possible.**

An IDA is party to a financing instrument purely as a conduit for financial assistance (in the case of granting exemptions from mortgage recording tax) and to grant its interest in the facility to the lender. To preserve the passive nature of its role, the IDA cannot assume any obligations or make any representations that a traditional Borrower would make to a lender. It has been our experience that the easiest way to accomplish this is to define the Borrower as the “Borrower,” define the IDA as the “Agency,” and only include the Agency in the granting clause and with respect to the assignment of rents, inasmuch as those are the only reasons that the Agency is party to this document.

Furthermore, because PILOT Payments are contractual obligations and are not given the same high priority as tax payments, we crafted some language that will restore the taxing jurisdictions to the same position they would have been but not for the IDA involvement in the project. While it is not disputed that is an equitable arrangement, certain lenders have expressed concern that, because the requirement to pay PILOT Payments is contained in a private contract, there is no prescribed process to avoid significant delinquencies as there is under a tax foreclosure. It has been our experience the easiest way to accomplish this is for a lender to escrow PILOT Payments so it has the assurance that payments are made in a timely manner. If a lender does not wish to escrow PILOT Payments, an alternative is for the IDA to record a PILOT Mortgage that would be given first priority over the lender’s mortgage, similar to the priority taxes have.

Below are certain provisions we require be incorporated into each financing document to which the IDA is a party (please modify capitalized terms accordingly):

1. AGENCY PROVISIONS.

a. Agency makes no covenants other than to mortgage all of its interest in the Premises excepting its Unassigned Rights (as said term is defined in the Leaseback Agreement).

b. **NO RECOURSE AGAINST AGENCY:** Lender agrees that Lender will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the Indebtedness or any covenant, stipulation, promise, agreement or obligation contained in this Mortgage. In enforcing its rights and remedies under this Mortgage, Lender will look solely to the Premises for the payment of the Indebtedness and for the performance of the provisions hereof. Lender will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the Indebtedness.

c. **HOLD HARMLESS:** Borrower and Lender agree that the Agency, its directors, members, officers, agents (except the Borrower) and employees shall not be liable for and Borrower agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any

cause whatsoever pertaining to the 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 Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

d. SPECIAL OBLIGATION. The obligations of the Agency under the Mortgage and Financing Documents constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Leaseback Agreement and the PILOT Agreement. Neither the members, officers, agents (except the Borrower) or employees of the Agency, nor any person executing the Mortgage and Financing Documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Facility. The obligations of the Agency under the Financing Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

e. SUBORDINATION TO PILOT AGREEMENT: This Mortgage shall be subject and subordinate to any PILOT Agreement between the Borrower and the Agency with respect to the payments in lieu of taxes assessed or imposed upon the Premises, and by accepting this Mortgage, Lender acknowledges and agrees that such PILOT payments shall have the same force, priority and effect as a real property tax lien under New York State law against the Premises.

If a lender chooses to escrow PILOT Payments, we will incorporate the following provisions into the Leaseback (or Lease) Agreement:

Section 9.13 Subordination to Mortgage. This Leaseback Agreement and the rights of the Company and the Agency hereunder (other than with respect to the Unassigned Rights) are subject and subordinate to the Lien of the Mortgage, and all extensions, renewals or amendments thereof. The subordination of this Leaseback Agreement to the Mortgage shall be automatic, without execution of any further subordination agreement by the Company or the Agency. Nonetheless, if the Bank requires a further written subordination agreement, the Company and the Agency hereby agree to execute, acknowledge and deliver the same.

Section 9.14 Rights of Bank.

(a) Bank is hereby given the right by the Agency, in addition to any other rights herein granted, without any requirement to obtain the Agency's consent, to mortgage the mortgagors' respective interests in the Facility and, in the case of the Company, to assign and grant a security interest in the Company's rights under the Company Documents as collateral security for its obligations to the Bank, upon the condition that all rights acquired by Bank shall be subject to all rights and interests of the

Agency herein and in the other Company Documents, none of which covenants, conditions or restrictions is or shall be waived by the Agency by reason of this right to mortgage or grant a security interest in the Facility and the Company Documents, including Unassigned Rights.

(b) There shall be no renewal, cancellation, surrender, acceptance of surrender, material amendment or material modification of this Leaseback Agreement or any other Company Document by joint action of the Agency and the Company alone, without, in each case, the prior consent in writing of Bank, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any fee and/or leasehold estates or other lesser estates in the Facility. Failure of the Bank to consent to a modification of this Leaseback Agreement by the Agency shall constitute an Event of Default.

(c) If the Agency serves a notice of default upon the Company, it shall also serve a copy of such notice upon Bank at the address set forth in Section 9.1.

(d) In the event of any default by the Company under this Leaseback Agreement or any other Company Document, the Bank shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to the Company and the Bank of such default to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of Bank as if same had been done by the Company. The Agency in its sole discretion will determine whether such action by the Bank amounts to a cure.

(e) Except where Bank or its designee or nominee has succeeded to the interest of the Company in the Facility, no liability for any payments to be made pursuant to this Agreement or the performance of any of the Company's covenants and agreements under this Agreement shall attach to or be imposed upon the Bank, and if the Bank or its nominee or designee succeeds to the interest of the Company in the Project, all of the obligations and liabilities of the Bank or its nominee or designee shall be limited to such entity's interest in the Facility and shall cease and terminate upon assignment of this Leaseback Agreement by the Bank; provided however, that the Bank or its nominee or designee shall pay all delinquent PILOT Payments, if any, prior to said assignment.

(g) Notwithstanding any provision of this Leaseback Agreement or any other Company Document to the contrary, foreclosure of a mortgage or any sale of the Company's interest in this Leaseback Agreement and/or the Facility in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this Agreement and/or the Facility to Bank by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of the Company's interest in this Leaseback Agreement and/or the Facility by Bank shall not require the consent or approval of the Agency and failure to obtain the Agency's consent shall not be a default or Event of Default hereunder.

**Oneida County Industrial Development Agency Recapture Policy
(Effective April 25, 2017)**

DEFINITIONS:

"Company"	is the entity that applied for and received a benefit from the Agency.
"Agency"	is the Oneida County Industrial Development Agency.
"AER"	is the Company's annual report of employment required to be provided to the Agency.
"Employment Obligation Term"	shall mean the period during which the Company is receiving a benefit in the form of lower payment in lieu of taxes than their real estate taxes would be.
"Employment Obligation"	shall mean the number of FTEs employed by the Company in Oneida County and selected by the Agency as the Company's obligation.
"FTE"	shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the Company.
"Benefit"	shall mean the amount the Company saved by making payments in lieu of real property taxes in a particular year. For example, if a Company's PILOT payment is equal to 75% of normal real property taxes, then the Company's Benefit for that year would be an amount equal to 25% of normal real property taxes.
"Per Employee Amount"	shall mean an amount equal to the Benefit for the year after the year of the Shortfall divided by the "Employment Obligation".
"Shortfall"	shall mean the difference between the Employment Obligation and the actual number of FTEs per the AER for the applicable year.
"Major Shortfall"	shall mean having FTEs that are less than 50% of the Employment Obligation.
"Minimum Standard"	shall mean a Company whose AER shows that they are short of meeting its Employment Obligation by 20%.
"Initial Benefit"	shall be the amount of savings the Company received through the Agency, in the form of Mortgage Recording Tax and New York State Sales Tax.
"Cure Period"	shall mean the period ending June 30 th of the year following the Major Shortfall.

1. **Job Creation and Retention Obligations.**

After the expiration of the Employment Obligation Term, the Company shall have no further obligation with respect to the Employment Obligation and shall not be liable for any of the payments described below.

The failure of the Company to satisfy the Employment Obligation can subject the Company to payments to the Agency. The Company shall be required to make payments if it fails to attain the Minimum Standard.

If the Company falls below the Minimum Standard, the Agency will notify the Company in writing of the Agency's intention to recapture Financial Assistance. The Company will have thirty (30) days to respond to the letter and may include a request to appear before the Agency. The Agency will determine, in its sole discretion, if a valid exemption exists and potentially reduce the remedies described below.

2. **Projects with less than Ten Years Employment Obligation Term.**

(a) **Shortfall Payments.**

- (1) If, during the first three (3) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.
- (2) If, after the first (3) years, of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) **Major Shortfall Payment.**

- (1) If a Company shall incur a Major Shortfall; then, the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule below (such payment shall be referred to as the "Major Shortfall Payment").

<u>Major Shortfall Occurs:</u>	<u>Percentage of Initial Benefit</u>
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Any Subsequent Year	20%

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.

- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.
- (4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

3. Projects with Ten Years or Longer Employment Obligation Term.

(a) Shortfall Payments.

- (1) If, during the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.
- (2) If, after the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) Major Shortfall Payment.

- (1) If a Company shall incur a Major Shortfall, then the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule below.

<u>Major Shortfall Occurs:</u>	<u>Percentage of Initial Benefit</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	45%
Year 8	40%
Year 9	35%
Year 10	30%

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.
- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

- (4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

4. **Shift of Employment**. If the Shortfall or Major Shortfall is as a result of the Company shifting employment away from Oneida County, then the Agency will require the value of the Benefit and the Initial Benefit utilized to date to be repaid, with interest (determined as the New York State legal interest rate).

5. **Mandatory Recapture**. The Agency is mandated to recapture New York State sales tax benefits where:

- a. The Project is not entitled to receive those benefits.
- b. The exemptions exceed the amount authorized, or are claimed for unauthorized property or services.
- c. The Company fails to use property or services in the manner required by the Leaseback Agreement.

6. **Return of Recaptured Funds**. If the Agency recaptures Initial Benefits or Benefits from a Company, the Agency shall return the recaptured funds promptly to the affected taxing jurisdiction, unless otherwise agreed to by the taxing jurisdiction, in accordance with the General Municipal Law.

The Agency shall have the right to reduce any payment required under this Policy, in extraordinary circumstances, in its sole discretion.

Oneida County Industrial Development Agency

Insurance Requirements Under Leaseback Agreement

Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Sublessees to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance and Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency, the Company and the owner of the Facility (if the Company is not the owner) against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than \$5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

- (ii) Comprehensive general liability providing coverage for:
- Premises and Operations
 - Products and Completed Operations
 - Contractual Liability
 - Personal Injury Liability
 - Broad Form Property Damage
(including completed operations)
 - Explosion Hazard
 - Collapse Hazard
 - Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency and the owner of the Facility (if the Company is not the owner) as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name as additional insured the Agency, Company and the owner of the Facility (if the Company is not the owner) on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies

under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency, the Company and the owner of the Facility (if the Company is not the owner).

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA
584 Phoenix Drive
Rome, New York 13441

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive, Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694
info@mvedge.org www.oneidacountyida.org

David C. Grow
Chairman

L. Michael Fitzgerald
Vice Chair

Mary Faith Messenger
Treasurer

Ferris Betrus Jr.
Kirk Hinman
Eugene Quadraro
Stephen Zogby

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY UNIFORM TAX EXEMPTION POLICY

**Adopted by the Oneida County Industrial Development Agency on
January 28, 1994, amended on December 21, 1998 and April 30, 2009**

The Oneida County Industrial Development Agency (the "Agency") has adopted the following uniform tax exemption policies. These policies will be used for all projects for which the Agency may provide financial assistance, including bond (taxable and/or tax exempt) issuances and straight lease transactions. Final determinations regarding the extent to which financial assistance, if any, will be granted are solely within the discretion of the Agency.

I. Project Eligibility Criteria

(a) General Requirements

The Agency considers the following general factors in determining whether a project is eligible for financial assistance:

- The nature of the proposed project (e.g., manufacturing, commercial, civic).
- The nature of the property before the project begins (e.g., vacant land, vacant buildings).
- The economic condition of the area at the time of the application.
- The extent to which a project will create or retain permanent, private sector jobs.
- The estimated value of tax exemptions to be provided.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions.
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County.
- The amount of private sector investment generated or likely to be generated by the proposed project.
- The likelihood of accomplishing the proposed project in a timely fashion.
- The effect of the proposed project upon the environment.

-
- The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts in which the project is located.
 - The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida.

(b) Industrial and Manufacturing Projects

(1) Industrial and manufacturing projects generally qualify for financial assistance, subject to the eligibility criteria set forth in Part I (a) of this Policy.

(2) Due to the nature of the work, companies performing back-office operations that are regional or national in nature and a majority of which operations support activities outside of Oneida County will qualify as industrial and manufacturing. Research and development facilities and distribution centers that locate in Oneida County may also qualify as industrial and manufacturing.

(c) Retail Projects

The Agency will provide financial assistance to retail facilities only in accordance with the restrictions contained in New York State General Municipal Law Section 862(2), and subject to the eligibility criteria set forth in Part I (a) of this Policy. The Agency will also consider the competitive impact of the project.

Retail projects are generally not eligible for Agency assistance, with the following exceptions:

(i) Retail businesses that primarily serve customers located in Oneida County are generally not eligible for financial assistance unless located in a "highly distressed area" as defined in General Municipal Law §854(18), which includes projects located in an economic development zone or Empire Zone (as defined in New York State statute or regulation), or the project meets one of the other requirements of this paragraph (c);

(ii) Retail projects operated by not-for-profit corporations may be eligible for financial assistance;

(iii) Retail projects may be eligible for financial assistance provided an appropriate market analysis demonstrates that a majority of the project's customers are expected to come from outside of Oneida County and the project will not directly compete with existing businesses located in Oneida County; and

(iv) Retail businesses that primarily provide a product or a service that is otherwise not reasonably available in Oneida County may be eligible for financial assistance.

(d) Other Non-Industrial/Commercial Projects

Non-industrial/commercial projects may qualify for financial assistance at the discretion of the Agency, based upon its evaluation of the eligibility requirements set forth in Part I (a) of this Policy. The Agency confirms the following specific policies:

(i) Mixed or Multiple-Use Projects qualify for financial assistance, only with respect to that portion of the project that is used for purposes that qualify for financial assistance under this Policy.

(ii) Housing projects are generally not eligible for benefits, unless they

(a) service the elderly, low-income, assisted living or other groups with special needs; or

(b) promote employment opportunities and prevent economic deterioration, as confirmed by an appropriate market analysis, and such a determination is made by the Agency based upon all of the relevant facts.

II. Real Property Tax Abatements

If the Agency determines that a project will receive real property tax abatements, a Payment-In-Lieu-Of-Tax Agreement (the "PILOT") will be negotiated with each project owner (the "Company") and will substantially follow the following guidelines with final determinations to be made by the Agency.

(i) Real Property Acquired by Company as part of Project. If the Company is acquiring real property as part of the Agency project, then the Agency's real property tax exemption will be available with respect to all real property acquired by the Company as part of the project and improvements thereto.

(ii) Substantial Improvements to Existing Real Property Owned by Company. If the Company is making "Substantial Improvements" (as defined below) to existing real property owned by the Company, then the Agency's real property tax exemption will apply to both the existing real property and the improvements.

(iii) Non-Substantial Improvements to Existing Real Property. If the improvements to existing real property owned by the Company are not Substantial Improvements, then the Agency's tax exemption shall apply only to the increase in assessment resulting from improvements constructed or installed as part of the project and the Company shall pay PILOT payments equal to the full amount of taxes on the existing real property.

The term "Substantial Improvements" means the value of the improvements constructed or installed as part of the project equals at least 50% of the value of the real property prior to construction or installation of the improvements, as determined by an independent valuation acceptable to the Agency.

(a) Industrial and Manufacturing Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 33 1/3% of such taxes through the fifth (5th) year of the exemption;

2. 66 2/3% of such taxes from the sixth (6th) through tenth (10th) year of the exemption;
3. 100% of such taxes after the tenth (10th) year of the exemption.

(b) Retail Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption;
2. 75% of such taxes from the third (3rd) through the fifth (5th) year of the exemption;
3. 100% of such taxes after the fifth (5th) year of the exemption.

(c) Other Non-Industrial/Commercial Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption.
2. 75% of such taxes from the third (3rd) through fifth (5th) year of the exemption.
3. 100% of such taxes after the fifth (5th) year of the exemption.

The Agency reserves the right to deviate from the real property tax abatement policy on a case by case basis at its sole discretion.

III. Sales Tax Exemptions

If, based on the eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency's financial assistance will include exemption from sales and use tax for costs of constructing, renovating and equipping the project.

Sales and use tax exemption, when available, will be authorized for the duration of the acquisition, construction and equipping of the project as described in the application for financial assistance. The Agency shall deliver a sales tax exemption letter which will expire one (1) year from the date of the project inducement. If construction, renovation or equipping is not complete at the expiration of the original sales tax exemption letter, upon request by the Company, the sales tax exemption letter may be extended at the discretion of the Agency.

All Companies receiving sales and use tax exemption benefits will be required to supply the Agency with a list of all contractors and sub-contractors that have been authorized to use the sales tax exemption letter. This list will be appended to the sales tax exemption letter by the Agency.

The Company must keep a record of the usage of the sales tax exemption letter, and must supply the Agency with the total amount of sales and use tax exemptions claimed by the project for each calendar year. The Company must submit this report to the Agency by February 1st of each year, until the exempt period comes to a conclusion. The company shall also file all reports as may be required by applicable law, including Form ST-340 which shall be filed with the New York State Department of Taxation and Finance.

The Agency reserves the right to deviate from the sales tax exemption policy on a case by case basis at its sole discretion.

IV. Mortgage Recording Tax Exemption

If, based on the project eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency will provide an exemption from New York State mortgage recording tax for the financing of project costs.

The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

V. Recapture

Agency financial assistance is granted based upon the Company's representation that the project will create and/or maintain the employment levels described in its application for financial assistance (the "Employment Obligation"). If a Company fails to achieve and/or maintain its Employment Obligation, it could result in recapture of all or a portion of tax benefits granted by the Agency.

VI. Deviations

Deviations from this Policy shall be infrequent. The Agency reserves the right, at its sole discretion, to deviate from this Policy on a case by case basis. The Agency will provide written notice to the chief executive officer of each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirements of the General Municipal Law.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



**APPLICATION FOR FINANCIAL
ASSISTANCE**

SOLAR Project

ADDENDUM

Please complete this addendum and submit Pages 1-3, including any required supplemental information requested, along with the OCIDA Application for Financial Assistance (Base Leaseback Application)

Community Solar Project Questionnaire

Complete the following questions only if your project is Community Solar. **Please specifically reference ALL of the parameters outlined in Part I (A-D) of the OCIDA Uniform Tax Exemption Policy (Community Solar Projects) contained within this application and respond to the questions as they relate to the parameters of the policy. Attach additional pages as needed.**

1(a) Describe the project in detail, ie; (MW total capacity; battery storage; fixed or sun-tracking panels; single or double sided panels; project engineer; any required upgrades to transport energy generated to grid; domestic or foreign panel manufacture; any specific business entity or community tied to power generated; obligations of property owner, etc.)

3.3 MW AC / 4.05 MW DC Community Solar Project. Fixed Tilt Racking with 9020 PV Single Sided Modules at 450W each. No battery storage will be installed. Electrical upgrades are required and will be paid by applicant, and work completed by National Grid. Manufacturers of equipment are not yet known, but all equipment will be purchased from Tier-1 suppliers with warranties. The property will be a long-term lease agreement with the current landowner. At the end of the project, all equipment will be removed and the land will be fully remediated. A decommissioning bond will be put in place with the City of Rome at the time of building permit application.

1(b) Has the applicant provided written communication to any of the affected taxing jurisdictions notifying of its intent to construct the facility? Yes No

If YES, have any of the jurisdictions responded within 60 days of receipt of the written communication responded that they will require a contract for a payment in lieu of taxes?

Yes No

If YES, please explain and provide a copy of the communications and also the written response(s):

The City of Rome is aware that our project will be working with the OCIDA for the PILOT process.

1(c) Will the applicant be applying for **NYS RPTL 487** with any taxing jurisdiction? Yes No

1(d) Will there be a Host Community Agreement? Yes No **BW Solar is actively working with the City of Rome to negotiate a Host Community Agreement

*** If there is no Host Community Agreement please attach letters of support from each affected taxing jurisdiction.**

1(e) Has a facility decommissioning plan been accepted by the host community? Yes No

*** Please provide a copy of the accepted plan and evidence of acceptance.**

The Decommission Plan included in our Site Plan Approval from the City of Rome has been included in the Application.

1(f) Has provision been made to reserve funds for facility decommissioning, either through bond posting or establishment of an escrow account? Yes No

***Please provide a copy of evidence for provision of reserve funds for decommissioning.**

1(g) Has the project received or is it seeking any tax credits from any local, state or federal entity? Yes No

If YES, please explain in detail in 12(d) on Page 19 of OCIDA Application for Financial Assistance

Checklist for Solar Project Applications

Application for Financial Assistance and all supplemental information required by IDA (signed and notarized)

Check, or proof of paid application and commitment fee in the amount of \$1,500.00
**Wire Transfer: Payment is being processed and is expected to be paid the week of 9/11.

*Facility map delineating where on property the solar facility will be located. Map must include tax parcel number(s), Oneida County GIS-verified soils and be accompanied with a metes and bounds legal description.

Zoning or Planning Board approval (or if no such approvals are required, a letter of support from the Host Community)

Copy of Host Community Agreement or confirmation that one is not being executed. (OCIDA encourages Project Operators to enter into a Host Community Agreement directly with the Host Community.)
**BW Solar is actively working with the City of Rome to negotiate a Host Community Agreement

Decommissioning plan prepared by a licensed engineer detailing decommissioning of the Facility, which includes an estimated cost reflecting inflation to the time of decommissioning. If a decommissioning plan has been reviewed by a Zoning or Planning Board of the Host Community, such approval should be submitted. The Agency reserves the right to retain an independent engineer at the Project Operator's expense to validate the decommissioning plan and cost.

Evidence that provision has been made (or will be made before closing) to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account.

Copy of Lease Agreement with landowner (if applicable)

Part 1 EAF completed and signed by the Applicant

Parts 2 and 3 EAF completed and signed by the lead agency with determination of type of action (with copies of resolutions if available) BW is working with the City of Rome to get the EAF Part and 3 full versions. The resolution was provided

*** Is any portion of the tax map parcel upon which the facility will be located listed as desirable for commercial or residential development per the zoning, or is it designated on the Oneida County GIS-verified soils map as prime soils land (Prime Farmland)?** Yes No

*** Has any portion of the site upon which the facility will be located been used for an agricultural purpose within the past 18 months?** Yes No

Oneida County Industrial Development Agency
Uniform Tax Exemption Policy (Community Solar Projects)

Adopted September 18, 2020

Modified April 30, 2021 and

Modified March 3, 2022

The Oneida County Industrial Development Agency (the “Agency”) has adopted the following uniform tax exemption policy with respect to Community Solar projects. Final determination regarding the extent to which financial assistance, if any, will be granted is solely within the discretion of the Agency. The Agency’s definition of ‘community solar projects’ follows the guidance and definition as provided by the New York State Energy and Research Development Authority (NYSERDA). The Agency will modify its definition of ‘community solar projects’ as needed.

I. Project Eligibility Criteria

- (A) All Project Operators must submit a signed Application for Financial Assistance in the Agency’s standard form, together with all supplemental information the Agency may require (the “Application”).
- (B) Support of the affected tax jurisdictions is required for Community Solar projects. A copy of zoning or planning board approval is required; in absence of such, the host jurisdiction can issue a letter of support.
- (C) Community Solar projects are required to provide a metes & bounds survey map of the “Project Solar Array Area,” which includes the solar array as well as all land controlled by the Project Operator in connection with operation of the solar array.
- (D) Community Solar projects are encouraged to enter into a Host Community Agreement.
- (E) The Agency will consider the following additional factors in determining whether a Community Solar project is eligible for financial assistance:

- i. The extent to which the project benefits users residing in Oneida County
- ii. The extent to which the project is located on undesirable land or difficult land to develop (e.g., landfills, gravel pits, sites designated as Brownfield, not harmful to agriculture operation)
- iii. The extent to which a project does not create an additional burden to affected tax jurisdictions

II. Financial Assistance

1. **Property Tax Exemptions.** Project Operators will pay a fixed payment in lieu of taxes (“PILOT Payments”) for a period of twenty-five years, to be billed by and allocated among the tax jurisdictions in the same proportion that taxes would have been paid but for the Agency’s involvement. PILOT Payments will be calculated as follows:
 - (i) During Exemption Year 1, a fixed PILOT Payment equal to \$10,000 per MW-AC of nameplate capacity (the “Minimum PILOT Payment”); and
 - (ii) During Exemption Years 2 through and including 25, a fixed PILOT Payment equal to the greater of (x) the Minimum PILOT Payment or (y) \$10,000 per MW-AC of nameplate capacity in the immediately preceding calendar year, plus an incremental increase of two percent (2.00%) for each Exemption Year; and
 - (iii) 100% of taxes after Exemption Year 25.
- The Agency will use the MW-AC nameplate capacity contained in the Application to calculate the Minimum PILOT Payment. The Project Operator will be required to provide to the Agency annually within 60 days of the end of each calendar year the Annual Megawatt Generation Report that is submitted to NYSERDA and certify the nameplate capacity for the Project. The PILOT Payment will be adjusted annually (upward, not downward) based on the actual MW-AC of nameplate capacity.
- PILOT Payments are intended to be in lieu of the increase in taxes attributable to construction of the solar array. The Company shall pay to the tax jurisdictions taxes, or payments in lieu of taxes, on the Project Solar Array Area and existing facilities thereon (other than the solar array) that would be payable but not for the Agency’s involvement.

2. **Mortgage Recording Tax Exemption.**

If, based on the project eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency will provide an exemption from New York State mortgage recording tax for the financing of project costs.

- Such exemption is limited to the extent of the Agency's legal exemption. As of the date of this Policy, the Agency is exempt from 75% of the 1% mortgage recording tax but is not exempt from 25% of the 1% mortgage recording tax applicable to CENTRO..
- The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

3. **Sales Tax Exemption.**

- No Sales tax benefit is offered.

III. Other Requirements

- **Annual Rent.** The Project Operator shall pay annual rent to the Agency in the amount of \$2,000, payable on the Closing Date and annually each January during the term of the PILOT Agreement.
- **Host Community Payment.** In the absence of a Host Community Agreement, the Project Operator will be required to pay directly to the host jurisdiction an annual Host Community Payment equal to five percent (5%) of the PILOT Payment.
- **Decommissioning Plan.** The Project Operator must provide a decommissioning plan prepared and stamped by a licensed engineer detailing decommissioning of the Facility and including an estimated cost including inflation to the time of decommissioning. The Agency will require evidence that provision has been made to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account. The Agency will require evidence that provision has been made to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account for the benefit of the landowner or, if the Project Operator is the landowner, for the benefit of the Host Jurisdiction.

- Project Operators are directed to consult the Decommissioning Plan Guidance posted on the Agency’s website in preparing a decommissioning plan. The Agency reserves the right to retain an independent engineer at the Project Operator’s expense to validate the decommissioning plan and cost.

V. Recapture

The Agency financial assistance is conditioned upon the Company’s representations that the project will be completed substantially in accordance with the Application (the “Project Obligation”). The Agency is required to review on an annual basis whether a Project is achieving its Project Obligation. Failure to provide the annual report to the Agency, or if the Annual Report shows that a Company is not meeting its Project Obligation, could result in recapture of all or a portion of tax benefits granted by the Agency.

VI. Deviations

Deviations from this Policy shall be infrequent. The Agency reserves the right, at its sole discretion, to deviate from this Policy on a case by case basis. The Agency will provide written notice to the chief executive officer of each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirements of the General Municipal Law.

Oneida County Industrial Development Agency Decommissioning Plan Guidance

1.0 DEFINITIONS

Solar Energy Equipment: Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System: The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. The area of a Solar Energy System includes all the land inside the perimeter of the Solar Energy System, which extends to any interconnection equipment.

Owner: One who has legal title to the Property.

Developer: Owner or Lessee planning, constructing and/or maintaining a Solar Energy System.

Lease: A contract by which an Owner of Property conveys exclusive possession, control or use of it, or portion thereof, for a specific rent and a specified term after which the Property reverts to the Owner.

Storage Battery: A device that stores energy and makes it available in an electrical form.

2.0 DECOMMISSIONING

Decommissioning will occur as a result of any of the following conditions:

- A. The land Lease, if any, ends.
- B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for [6 months].
- C. Upon the reduction of electricity generation of a Solar Energy System below 10% of the design capacity on a continuous basis for [1 year].
- D. The system is damaged and will not be repaired or replaced.
- E. Abandoned prior to the completion of construction.
- F. The facility has been otherwise abandoned.

In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in the accepted Decommissioning Plan.

2.1 DECOMMISSIONING PLAN

A Decommissioning Plan signed by the Developer of the Solar Energy System shall be submitted by the applicant, addressing the following:

- The cost of removing the Solar Energy System.
- The work and time required to decommission and remove the Solar Energy System and any ancillary structures, and to remediate any environmental impacts.
- The time required to repair any damage caused to the Property by the installation and removal of the Solar Energy System.

2.1.1 DECOMMISSIONING COSTS

- The Developer may complete all decommissioning work with either their own finances or workforce. However, for cost estimating purposes, all work associated with decommissioning is assumed to be undertaken by a third party retained by the Owner or [DESIGNATED MUNICIPAL ENTITY].
- Cost estimates are to be certified by a licensed architect or engineer and accepted by the [DESIGNATED MUNICIPAL ENTITY] and updated every 5 years beginning 10 years after construction at the cost of the Developer. The surety instrument should be adjusted according to the updated cost estimates, as well as automatic increases as outlined in the Surety section.

2.1.2 DECOMMISSIONING WORK AND SCHEDULE

The work and time required to remove the Solar Energy System any ancillary structures, shall include:

1. All efforts to properly remove and dispose of all components of the Solar Energy System in accordance with the Decommissioning Plan and Federal, State and local laws.

2. All efforts to properly remove and dispose of any infrastructure above and below ground associated with the Solar Energy System, including but not limited to foundations, driveways, road, fences, lighting and/or other utilities.
3. All efforts to identify and remediate any hazardous or otherwise contaminated material released onsite during the construction, operation and/or decommissioning of the Solar Energy System.

The Decommissioning Plan, including remediation and restoration, must be completed within [one year] of notification by the [DESIGNATED MUNICIPAL ENTITY].

2.1.3 RESTORATION

The work and time required to repair and restore any damage or disturbances caused to the Property by construction, operation and/or decommissioning of the Solar Energy System shall include:

1. All efforts to properly grade the Property back to pre-disturbed condition or a condition otherwise agreed upon by all involved parties.
2. Unless otherwise agreed upon, restoration will include:
 - a. Proof rolled subgrade.
 - b. Fill materials compacted to 85% modified proctor
 - c. Three inches (minimum) of topsoil.
 - d. Seed and mulch.
3. Materials to be used:
 - a. Fill material: NYSDOT Item No.: 203.05
 - b. Topsoil: NYSDOT Specification Section 713-01
 - c. Seed: NYSDOT Specification Section 713-04
 - d. Mulch: NYSDOT Specification Section 713-05

4. Restoration is to be completed after all removal and remediation efforts at the Property are completed.
5. Restoration shall be considered completed once all grading has been performed and appropriate vegetation has been properly established onsite.

3.0 SECURITY

The deposit, executions or filing with the [DESIGNATED MUNICIPAL ENTITY] Clerk of cash escrow held by a federally insured financial institution, surety bond, letter of credit or other form of security reasonably acceptable to the [DESIGNATED MUNICIPAL ENTITY] attorney, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restoration of the site subsequent to removal. The amount of the bond or security shall be [125] % of the cost of decommissioning the Solar Energy System and restoration of the Property with an escalator equal to the Consumer Price Index (CPI) annually for the life of the Solar Energy System. The bonding company must have a minimum A.M. Best Company rating of A- and be T-Listed. No permits will be issued until the surety instrument is in place.

In the event of default in the execution of the completion of the Decommissioning Plan, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the [DESIGNATED MUNICIPAL ENTITY], which shall be entitled to use the security to complete the Decommissioning Plan. The cash deposit, bond, or security shall remain in full force and effect until restoration of the Property as set forth in the Decommissioning Plan is completed.

4.0 OWNERSHIP CHANGES

If the Developer of the Solar Energy System changes or the Owner of the Property changes, the [DESIGNATED MUNICIPAL ENTITY] issued permit shall remain in effect, provided that the succeeding Owner or Developer assumes in writing all of the obligations of the permit, Site Plan Approval and Decommissioning Plan. A new Owner or Developer of the Solar Energy System shall notify the [DESIGNATED MUNICIPAL ENTITY] of such change in Ownership or Developer [30] days prior to the ownership change.

5.0 SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision or phrase, which shall remain in full force and effect.

6.0 ENFORCEMENT

Any violation of this Solar Energy Code shall be subject to the same enforcement requirements, including liens, civil and criminal penalties, including terminating any PILOT programs provided for in the [DESIGNATED MUNICIPAL ENTITY] regulations.

Sample PILOT Calculations for ONEIDA COUNTY IDA

2023 Oneida County Tax Records from Landowner	
FMV Value Per Assessor as of 7/26/2022	\$ 76,621.00
Assessed Value as of 7/26/2022	\$ 41,000.00
UNIFORM Percentage of Value	53.51%

Current Taxes (Vacant Land)	
\$ 545.79	Town
\$ 1,390.43	School
\$ 432.06	County
\$ 2,368.28	

City of Rome Assessment provided by Joe Surace	
Land Assessment (21.02 Acres)	\$ 105,100.00
Solar Array Assessment	\$ 1,071,765.00
Assessed Value	\$ 1,176,865.00

Full Assessment	
\$ 15,666.43	Town
\$ 39,910.91	School
\$ 12,401.92	County
\$ 67,979.25	

Estimates of Tax Rates based on information provided by Landowner and County Records					
Taxing Jurisdiction	Tax Rate	Percentage	Pro-Rata Portion	Taxes Per FMV	
City of Rome	13.3120	13.3120%	0.2305	\$ 15,666.43	
Oriskany School District	33.9129	33.9129%	0.5871	\$ 39,910.91	
Oneida County	10.5381	10.5381%	0.1824	\$ 12,401.92	
Total	57.7630	57.7630%	1.0000	\$ 67,979.25	Total Taxes For 1 Year
				\$ 20,599.77	Total Per MW
				\$ 1,699,481.32	Total 25 Years 0% Escalator

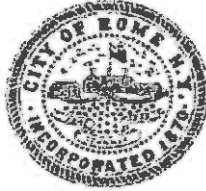
100% Taxation Sample

PILOT PAYMENTS							
3.3MW @ 10,000/MW with a 2% annual escalator per year, for 25 years							
YEAR	City of Rome	Oriskany School District	Oneida County	Total	Full Assessment with No Escalator	Full Assessment with 2% Escalator	Current Property Taxes with a 2% Escalator
1	\$ 7,605.15	\$ 19,374.44	\$ 6,020.42	\$ 33,000.00	\$ 67,979.25	\$ 67,979.25	\$ 2,368.28
2	\$ 7,757.25	\$ 19,761.93	\$ 6,140.82	\$ 33,660.00	\$ 67,979.25	\$ 69,338.84	\$ 2,415.65
3	\$ 7,912.39	\$ 20,157.17	\$ 6,263.64	\$ 34,333.20	\$ 67,979.25	\$ 70,725.61	\$ 2,463.96
4	\$ 8,070.64	\$ 20,560.31	\$ 6,388.91	\$ 35,019.86	\$ 67,979.25	\$ 72,140.13	\$ 2,513.24
5	\$ 8,232.05	\$ 20,971.52	\$ 6,516.69	\$ 35,720.26	\$ 67,979.25	\$ 73,582.93	\$ 2,563.50
6	\$ 8,396.69	\$ 21,390.95	\$ 6,647.03	\$ 36,434.67	\$ 67,979.25	\$ 75,054.59	\$ 2,614.77
7	\$ 8,564.63	\$ 21,818.76	\$ 6,779.97	\$ 37,163.36	\$ 67,979.25	\$ 76,555.68	\$ 2,667.07
8	\$ 8,735.92	\$ 22,255.14	\$ 6,915.57	\$ 37,906.63	\$ 67,979.25	\$ 78,086.79	\$ 2,720.41
9	\$ 8,910.64	\$ 22,700.24	\$ 7,053.88	\$ 38,664.76	\$ 67,979.25	\$ 79,648.53	\$ 2,774.82
10	\$ 9,088.85	\$ 23,154.25	\$ 7,194.95	\$ 39,438.05	\$ 67,979.25	\$ 81,241.50	\$ 2,830.31
11	\$ 9,270.63	\$ 23,617.33	\$ 7,338.85	\$ 40,226.82	\$ 67,979.25	\$ 82,866.33	\$ 2,886.92
12	\$ 9,456.04	\$ 24,089.68	\$ 7,485.63	\$ 41,031.35	\$ 67,979.25	\$ 84,523.66	\$ 2,944.66
13	\$ 9,645.16	\$ 24,571.47	\$ 7,635.34	\$ 41,851.98	\$ 67,979.25	\$ 86,214.13	\$ 3,003.55
14	\$ 9,838.07	\$ 25,062.90	\$ 7,788.05	\$ 42,689.02	\$ 67,979.25	\$ 87,938.41	\$ 3,063.62
15	\$ 10,034.83	\$ 25,564.16	\$ 7,943.81	\$ 43,542.80	\$ 67,979.25	\$ 89,697.18	\$ 3,124.90
16	\$ 10,235.52	\$ 26,075.44	\$ 8,102.69	\$ 44,413.66	\$ 67,979.25	\$ 91,491.12	\$ 3,187.39
17	\$ 10,440.23	\$ 26,596.95	\$ 8,264.74	\$ 45,301.93	\$ 67,979.25	\$ 93,320.95	\$ 3,251.14
18	\$ 10,649.04	\$ 27,128.89	\$ 8,430.04	\$ 46,207.97	\$ 67,979.25	\$ 95,187.37	\$ 3,316.16
19	\$ 10,862.02	\$ 27,671.47	\$ 8,598.64	\$ 47,132.13	\$ 67,979.25	\$ 97,091.11	\$ 3,382.49
20	\$ 11,079.26	\$ 28,224.90	\$ 8,770.61	\$ 48,074.77	\$ 67,979.25	\$ 99,032.94	\$ 3,450.14
21	\$ 11,300.85	\$ 28,789.40	\$ 8,946.02	\$ 49,036.26	\$ 67,979.25	\$ 101,013.59	\$ 3,519.14
22	\$ 11,526.86	\$ 29,365.18	\$ 9,124.94	\$ 50,016.99	\$ 67,979.25	\$ 103,033.87	\$ 3,589.52
23	\$ 11,757.40	\$ 29,952.49	\$ 9,307.44	\$ 51,017.33	\$ 67,979.25	\$ 105,094.54	\$ 3,661.31
24	\$ 11,992.55	\$ 30,551.54	\$ 9,493.59	\$ 52,037.68	\$ 67,979.25	\$ 107,196.43	\$ 3,734.54
25	\$ 12,232.40	\$ 31,162.57	\$ 9,683.46	\$ 53,078.43	\$ 67,979.25	\$ 109,340.36	\$ 3,809.23
Total	\$ 243,595.08	\$ 620,569.08	\$ 192,835.73	\$ 1,056,999.89	\$ 1,699,481.32	\$ 2,177,395.85	\$ 75,856.72

Total PILOT Saving over 25 Year	\$ 642,481.43	\$ 1,120,395.96
Average PILOT Savings Per Year	\$ 25,699.26	\$ 44,815.84
Average Cost Per MW/Year	\$ 20,599.77	\$ 26,392.68

< PILOT Value

JACQUELINE M. IZZO
MAYOR



JOSEPH J. SURACE, JR.
ASSESSOR

OFFICE OF THE ASSESSOR
ROME CITY HALL ♦ 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
(315) 339-7614 ♦ FAX (315) 838-1164
www.romenewyork.com

January 26, 2022

BW Solar Holding Inc.
Attn: Bogdan Dinu
850 New Burton Road
Suite 201
Dover, DE 19904

Re: Solar Farm located at 6821 Martin St., Rome, New York
Tax Map # 259.001-0001-002

Dear Mr. Dinu:

Thank you for your notification of intent to construct a solar farm in the City of Rome.

Per New York State Real Property Tax Law 487, the City can initiate the option of entering into contracts with owners or developers to make payments in lieu of taxes also known as PILOT's.

Please consider this as our notification, as required by Section 487 of the New York State Real Property Tax Law, that upon completion of your solar farm system, a PILOT contract will be implemented.

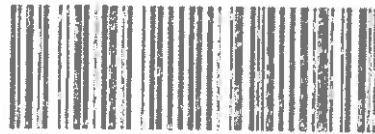
If you have any questions you may contact me at 315-339-7616.

Respectfully,

Joseph J. Surace, Jr.
Assessor
City of Rome

OFFICE OF THE ASSESSOR
CITY HALL
ROME, NEW YORK 13440

CERTIFIED MAIL



7016 1370 0001 6159 1518



BW Solar Holding Inc.
Attn: Bogdan Dinu
850 New Burton Road
Suite 201
Dover, DE 19904

1990485786 R001



**ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
COST/BENEFIT ANALYSIS
Required by §859-a(3) of the
New York General Municipal Law**

6-Sep-23

Name of Applicant: NY CDG Oneida 2 LLC
69 State Street, 13th Floor, Albany NY
Description of Project: 3.3 MW AC Solar Facility-8821 Martin St. Rome

Name of All Sublessees or Other Occupants of Facility: _____

Principals or Parent of Applicant: Daniel Huntington

Products or Services of Applicant to be produced or carried out at facility: solar power production

Estimated Date of Completion of Project: Oct-24

Type of Financing/ Structure: _____ Tax-Exempt Financing
_____ Taxable Financing
X _____ Sale/ Leaseback
_____ Other

Type of Benefits being Sought by Applicant: _____ Taxable Financing
_____ Tax-Exempt Bonds
_____ Sales Tax Exemption on Eligible Expenses Until Completion
_____ Mortgage Recording Tax Abatement
X _____ Real Property Tax Abatement

C

Project Costs

Land Acquisition	\$ -
Existing Building(s) ACQUISITION	\$ -
Existing Building(s) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 2,486,480
Installation Costs	\$ 467,173
Site Preparation/Parking Lot Construction	\$ 5,000
Machinery & Equipment (other than furniture)	\$ 850,000
Furniture & Fixtures	\$ 1,281,000
Architectural & Engineering	\$ 119,757
Legal Fees (applicant, IDA, bank, other counsel)	\$ 10,000
Financial (all costs related to project financing)	\$ -
Permits	\$ -
Other	\$ 159,000
Agency Fee	\$ 26,862
TOTAL COST OF PROJECT	\$ 5,405,302

Page 18 of application

Assistance Provided by the Following:

EDGE Loan:

MVEDD Loan:

Grants - Please indicate source & Amount:

Other Loans - Please indicate source & Amount:

\$	1,173,816

NYSERDA

Company Information

		Average Salary of these Positions
Existing Jobs	0	\$ -
Created Jobs FTE (over three years)	0	\$ -
Retained Jobs	0	\$ -

Earnings Information for Oneida County

Average Salary of Direct Jobs for Applicant	\$ -
Average of County Indirect Jobs	\$ 25,900
Average of Construction Jobs	\$ 32,000

Note: \$1,000,000 in construction expenditures generates 15 person - years of employment

Construction Person Years of Employment: 15

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ -	\$ -
Existing	\$ -	\$ -
Indirect Jobs		
Created	\$ -	\$ -
Existing	0	0
Construction - only one year		
Person Years	\$ 473,384	\$ 20,119
TOTALS Calculation of Benefits (3 Yr Period)	\$ 473,384	\$ 20,119

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ -	\$ -
	Existing	0.36	\$ -	\$ -
Indirect Jobs	Created	0.36	\$ -	\$ -
	Existing	0.36	\$ -	\$ -
Construction - only one year	Person Years	0.36	\$ 170,418	\$ 16,816
<u>TOTAL TAXABLE GOODS & SERVICES</u>			\$ 170,418	\$ 16,816

Local (3 year) real property tax benefit (assuming 60% of jobs existing and created own a residence) with an average assessment of \$80,000 and the remainder of jobs existing created pay real property taxes through rent based on an average assessment per apartment of \$50,000.

Tax Rate for School District where facility is located:

Tax Rate for Municipality where facility is located: INCL JOINT FIRE

Tax Rate for County:

\$	32.96104500
\$	13.3120400
\$	10.538131
Total Rate:	
	56.811216

Municipality

Oriskany	23-24
Rome Outer	23
Oneida	23

Real Property Taxes Paid: \$ -

COSTS: IDA BENEFITS

0

Real Property Taxes Abatement

Mortgage Tax Abated (.75%)

Estimated Sales Tax Abated During Construction Period (8.75%)

Total:

\$	1,120,396
\$	-
\$	-
\$	1,120,396

NOTE: If there is a tax-exempt financing of all or a portion of the project cost, there is a neutral cost/benefit because of lower interest rates by reason of exclusion of interest from gross income of bondholders for purposes of Federal and State income taxes. Taxable financing carries the same cost/benefit for State income Tax purposes. Such cost/benefits cannot be quantified.

Jacqueline M. Izzo
Mayor



Rome Planning Board

(C) Mark Esposito
(VC) Joe Calendra
David Troutman
Karim Madmoune
David Smith

City of Rome Planning Board
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7643 Fax: (315) 838-1167

September 15th, 2021

Chris Centola
Labella Associates
300 State Street
Rochester, NY 14614

Dear Mr. Centola:

At the regular meeting of the Rome Planning Board held on September 14th, 2021, the site plan for the request by you submitted on behalf of NY CDG Oneida 2, LLC for the construction of an 18.3 acre solar array at 6821 Martin Street was approved unanimously 5-0. The project was also issued a State Environmental Quality Review Negative Declaration.

Your next step is to contact the Office of Code Enforcement to obtain your permits based on the approved plans. On behalf of the Board, we thank you for your cooperation and we look forward to the successful completion of the project.

Sincerely,


Mark Esposito
Planning Board Chairman

Cc: James Rizzo, Office of the Corporation Counsel
Butch Conover, Commissioner of Public Works
Mark Domenico, Chief Code Enforcement Officer
Jean Grande, City Clerk and Registrar
File

PROJECT DATA	
GENERAL INFORMATION	
APPLICANT	NY CDG ONEIDA 2, LLC
PROJECT NAME	6821 MARTIN STREET CITY OF ROME NY 13440
PROJECT NUMBER	2210199.04
PROJECT LOCATION	6821 MARTIN STREET
PROJECT PLANS	2022.05.03
ELECTRICAL PLAN	2022.05.03
MECHANICAL PLAN	2022.05.03
PLUMBING PLAN	2022.05.03
WATER MAIN PLAN	2022.05.03
SEWER MAIN PLAN	2022.05.03
SEWER SERVICE PLAN	2022.05.03
PAVING PLAN	2022.05.03
LANDSCAPE PLAN	2022.05.03
CONSTRUCTION DETAILS	2022.05.03
SEWER SERVICE PLAN	2022.05.03
PAVING PLAN	2022.05.03
LANDSCAPE PLAN	2022.05.03
CONSTRUCTION DETAILS	2022.05.03
SEWER SERVICE PLAN	2022.05.03

ONEIDA 2

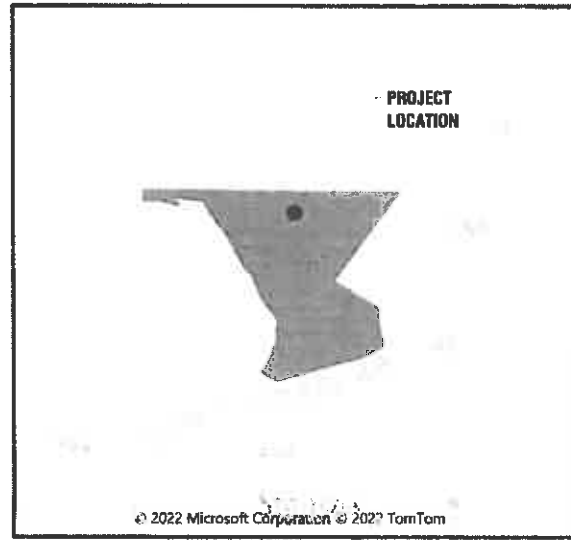
6821 MARTIN STREET CITY OF ROME, NY 13440

CIVIL DRAWING INDEX

- | | |
|------|---|
| C000 | COVER SHEET |
| C001 | GENERAL NOTES |
| C101 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C200 | OVERALL SITE PLAN |
| C201 | SITE & UTILITY PLAN |
| C501 | EROSION & SEDIMENT CONTROL PLAN |
| C801 | LANDSCAPE PLAN |
| C701 | CONSTRUCTION DETAILS |
| C702 | CONSTRUCTION DETAILS |
| C703 | CONSTRUCTION DETAILS |

ZONING INFORMATION			
PROPERTY		ZONING	
COUNTY	AD	CITY OF ROME	
ADDRESS	6821 MARTIN STREET	ZONING	RESIDENTIAL
CORNER		MAX. LOT AREA	1.00 AC
ADJACENT		MIN. LOT AREA	0.10 AC
FRONT		MIN. LOT WIDTH	10 FT
REAR		MIN. LOT DEPTH	10 FT
SIDE		MIN. LOT FRONT SETBACK	5 FT
REAR		MIN. LOT SIDE SETBACK	5 FT

FOR MORE INFORMATION CONTACT THE ZONING DEPARTMENT AT 315.781.2131



NY CDG ONEIDA 2, LLC.
850 NEW BURTON ROAD, SUITE 201
DOVER, DE 19904
PROJECT NO: 2210199.04



MAY 2022
REVISED MAY, 2022

PLANNING	DESIGN
PERMITTING	CONSTRUCTION

ISSUED FOR REVIEW
MAY 2022

NY CDG ONEIDA 2, LLC
6821 MARTIN STREET, CITY OF ROME, NY 13440
PROJECT NO: 2210199.04

NOT FOR CONSTRUCTION

It is a violation of New York Education Law Article 141, Part 1700, for any person, unless acting as the duly-licensed or a licensed architect, a civil engineer, or land surveyor, to alter or, in any way, to not have bearing the seal of an architect, engineer, or land surveyor shall apply to the fact that the seal is required by law to be used by such person and does not, in itself, constitute a specific warranty of the accuracy of the information.

© 2021 LaBella Architects

NY CDG ONEIDA 2, LLC.
FOUR MARTIN CORNER, CITY OF ONEIDA, NY 13641



ONEIDA 2
4600 MARTIN CORNER, CITY OF ONEIDA, NY 13641

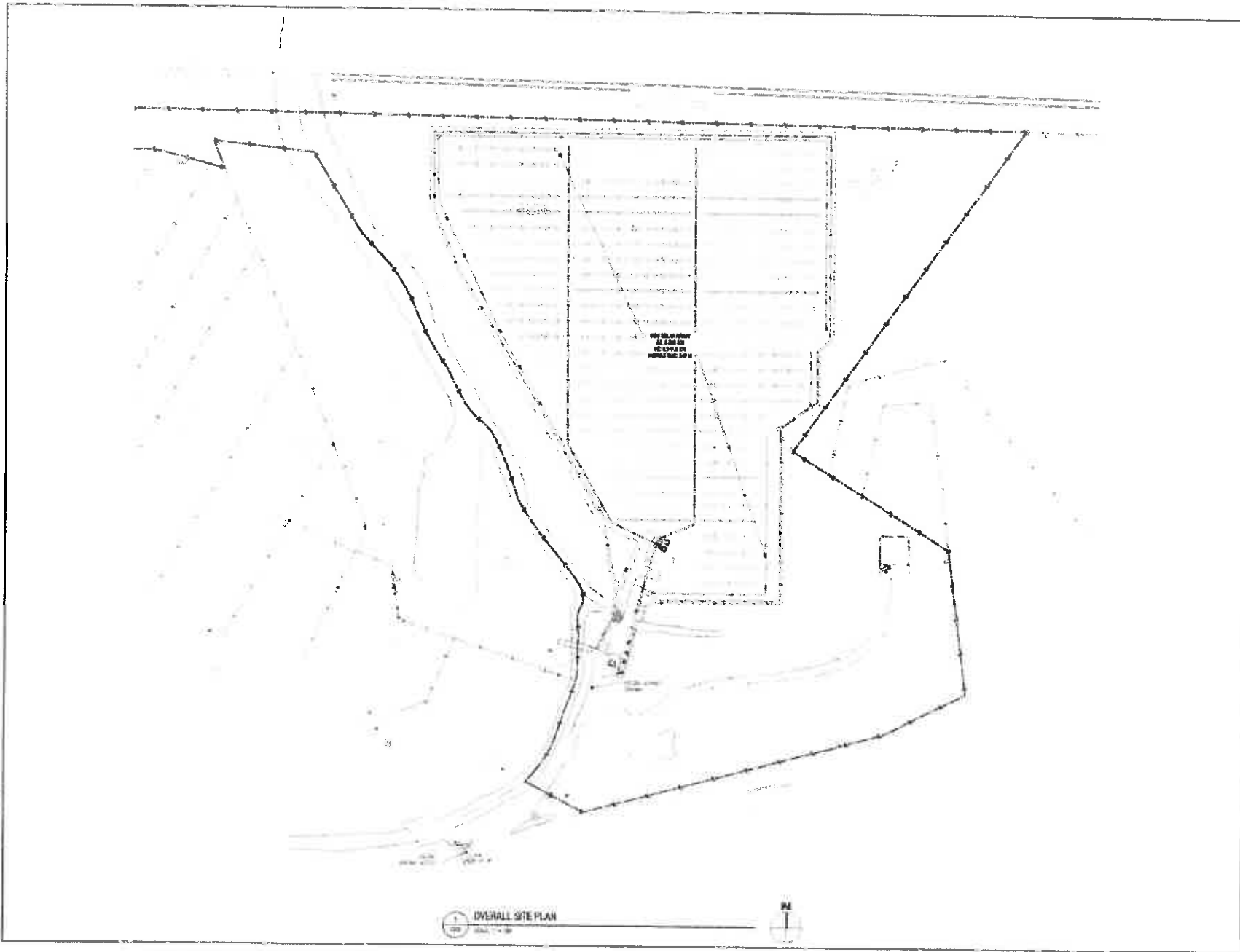
DATE	DESCRIPTION

PROJECT NAME	ONEIDA 2
DESIGNED BY	JMA
REVISED BY	JCT
DATE	REVISION

OVERALL SITE PLAN

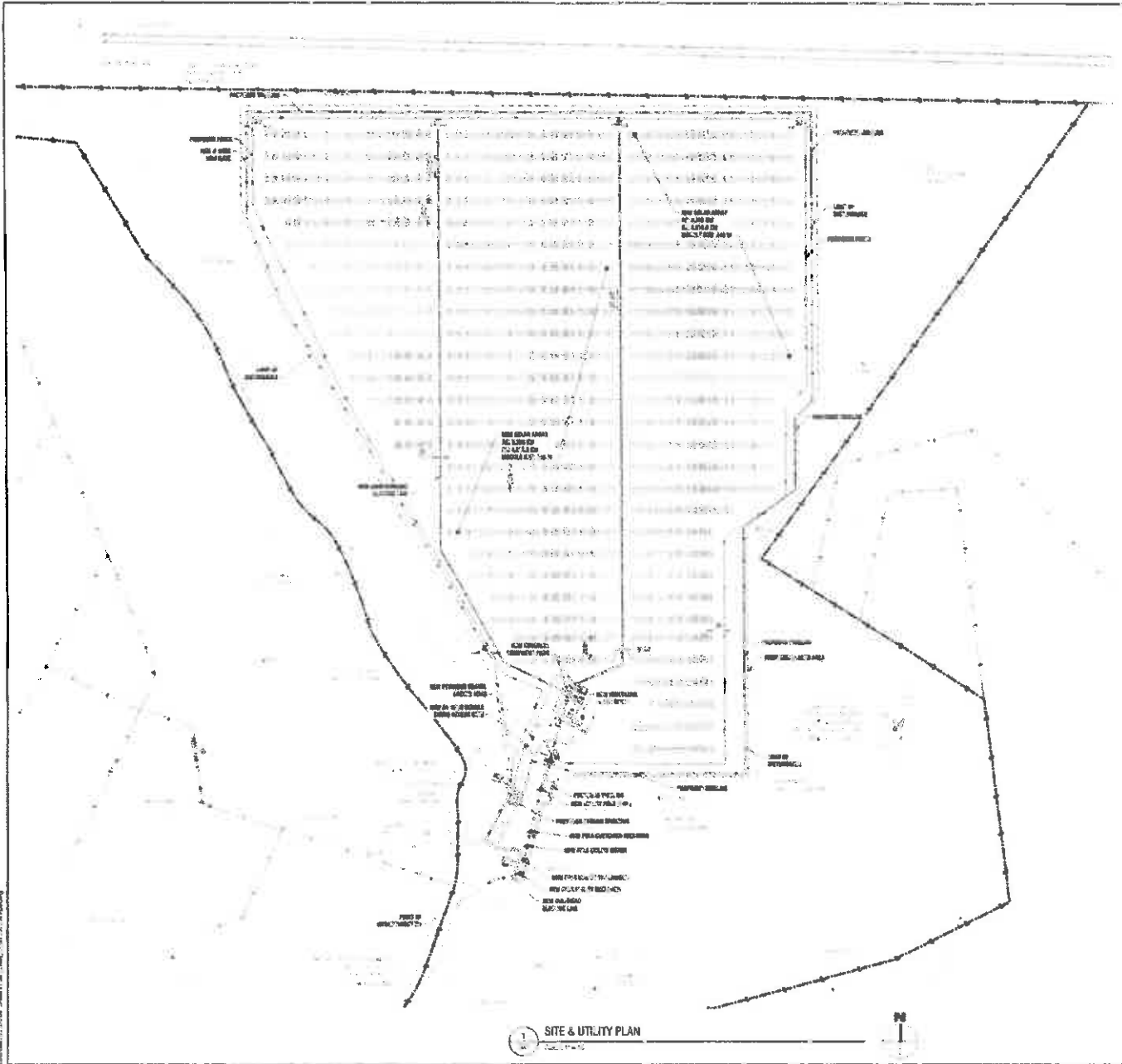
BY ARCHITECTURE

C200



OVERALL SITE PLAN





SITE NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND FEDERAL SPECIFICATIONS FOR CONSTRUCTION.
2. ALL UTILITIES SHALL BE DEPTH TESTED TO VERIFY DEPTHS AND LOCATIONS. THE RESULTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
3. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24" SAND OR GRANULAR FILL. THE PROTECTION SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR CONSTRUCTION OF THE UTILITIES.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND FEDERAL SPECIFICATIONS FOR CONSTRUCTION.

UTILITY NOTES:

1. THE UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND FEDERAL SPECIFICATIONS FOR CONSTRUCTION.
2. ALL UTILITIES SHALL BE DEPTH TESTED TO VERIFY DEPTHS AND LOCATIONS. THE RESULTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
3. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24" SAND OR GRANULAR FILL. THE PROTECTION SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR CONSTRUCTION OF THE UTILITIES.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND FEDERAL SPECIFICATIONS FOR CONSTRUCTION.
5. ALL UTILITIES SHALL BE DEPTH TESTED TO VERIFY DEPTHS AND LOCATIONS. THE RESULTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 24" SAND OR GRANULAR FILL. THE PROTECTION SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR CONSTRUCTION OF THE UTILITIES.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
(Symbol)	(Symbol)	WATER
(Symbol)	(Symbol)	SEWER
(Symbol)	(Symbol)	WATER MAIN
(Symbol)	(Symbol)	SEWER MAIN
(Symbol)	(Symbol)	WATER SERVICE LINE
(Symbol)	(Symbol)	SEWER SERVICE LINE
(Symbol)	(Symbol)	WATER METER
(Symbol)	(Symbol)	SEWER METER
(Symbol)	(Symbol)	WATER VALVE
(Symbol)	(Symbol)	SEWER VALVE
(Symbol)	(Symbol)	WATER CLEANOUT
(Symbol)	(Symbol)	SEWER CLEANOUT
(Symbol)	(Symbol)	WATER TIE-IN
(Symbol)	(Symbol)	SEWER TIE-IN
(Symbol)	(Symbol)	WATER SHUT-OFF
(Symbol)	(Symbol)	SEWER SHUT-OFF

QUANTITIES TABLE

EXISTING AND PROPOSED QUANTITIES

ITEM	QUANTITY
WATER MAIN	1000'
SEWER MAIN	1000'
WATER SERVICE LINE	1000'
SEWER SERVICE LINE	1000'
WATER METER	1
SEWER METER	1
WATER VALVE	1
SEWER VALVE	1
WATER CLEANOUT	1
SEWER CLEANOUT	1
WATER TIE-IN	1
SEWER TIE-IN	1
WATER SHUT-OFF	1
SEWER SHUT-OFF	1

NOTE:
 1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE AND FEDERAL SPECIFICATIONS FOR CONSTRUCTION.

- TOWN PLANNING BOARD CHAIR
- TOWN FIRE MARSHALL
- TOWN ENGINEER



NOT FOR CONSTRUCTION

As a holder of a New York State Professional Engineering License, I certify that I am a duly licensed Professional Engineer in the State of New York, and that I am the author of the design, specification, and calculation sheets contained herein. I am not providing any services for which I am not duly licensed. I am not providing any services for which I am not duly licensed. I am not providing any services for which I am not duly licensed.

© 2015 LaBella

NY CDG ONEIDA 2, LLC.
 684 HART STREET, CITY OF ONEIDA, NY 13624

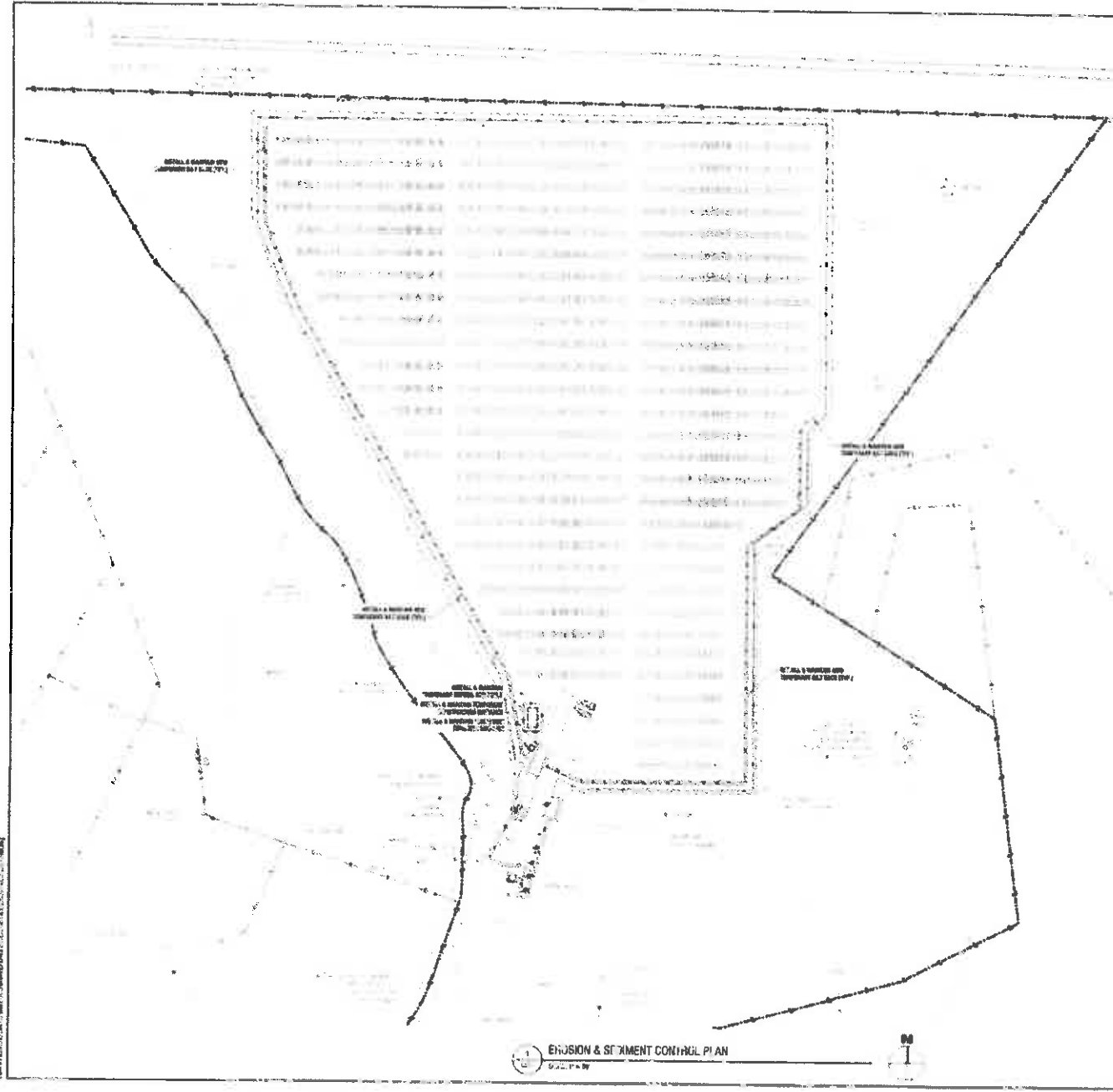


ONEIDA 2
 684 HART STREET, CITY OF ONEIDA, NY 13624

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/15/15
2	REVISED FOR COMMENTS	04/20/15
3	ISSUED FOR CONSTRUCTION	04/25/15
4	REVISED FOR COMMENTS	05/05/15
5	ISSUED FOR CONSTRUCTION	05/10/15

SITE & UTILITY PLAN

C201



EROSION & SEDIMENT CONTROL NOTES

1. ALL EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION & SEDIMENTATION FROM OCCURRING ON THE CONSTRUCTION SITE. THE DESIGN SHALL BE BASED ON THE LOCAL WEATHER AND CLIMATE DATA FOR THE PROJECT AREA.
2. EROSION & SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION & SEDIMENTATION FROM OCCURRING ON THE CONSTRUCTION SITE.
4. ALL EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION & SEDIMENTATION FROM OCCURRING ON THE CONSTRUCTION SITE.
5. EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION & SEDIMENTATION FROM OCCURRING ON THE CONSTRUCTION SITE.
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10. EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION & SEDIMENTATION FROM OCCURRING ON THE CONSTRUCTION SITE.
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12. EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION & SEDIMENTATION FROM OCCURRING ON THE CONSTRUCTION SITE.
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15. EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION & SEDIMENTATION FROM OCCURRING ON THE CONSTRUCTION SITE.

QUANTITIES TABLE	
EROSION CONTROL QUANTITIES	
STALLS (CONCRETE)	1000
STALLS (WOOD)	1000
STALLS (METAL)	1000

1 EROSION & SEDIMENT CONTROL PLAN
05/21/2014



NOT FOR CONSTRUCTION

NY CDG ONEIDA 2, LLC
6401 MARTIN STREET, CITY OF PLANE, NY 13420

NY CDG ONEIDA 2, LLC
6401 MARTIN STREET, CITY OF PLANE, NY 13420



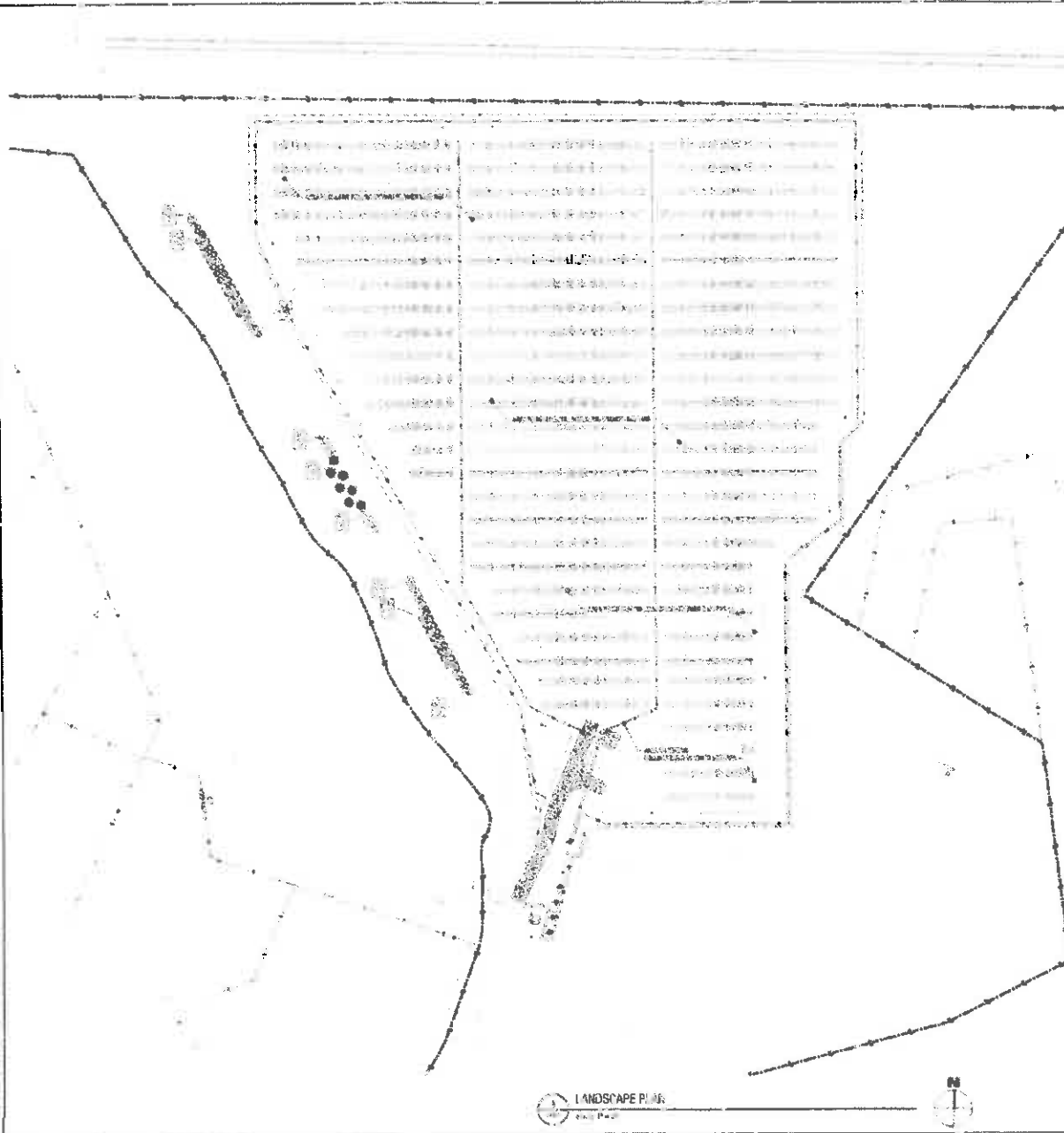
ONEIDA 2
6401 MARTIN STREET, CITY OF PLANE, NY 13420

DATE	BY	REVISION
05/21/2014	JET	ISSUED FOR PERMIT

PROJECT NUMBER: 210-0201
 DRAWN BY: JAM
 CHECKED BY: JET
 PROJECT: REVIEW
 DATE: JULY 2011
 DRAWING TITLE: EROSION & SEDIMENT CONTROL PLAN

EROSION & SEDIMENT CONTROL PLAN

C501



LANDSCAPING NOTES

1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES ON THE PLANTING SCHEDULE AND THE PLANTING SCHEDULE.
2. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES ON THE PLANTING SCHEDULE AND THE PLANTING SCHEDULE.
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19. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES ON THE PLANTING SCHEDULE AND THE PLANTING SCHEDULE.
20. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES ON THE PLANTING SCHEDULE AND THE PLANTING SCHEDULE.

QUANTITIES TABLE

PLANT SCHEDULE	QUANTITY	UNIT	PLANT SCHEDULE	QUANTITY	UNIT
1. PLANT SCHEDULE	100	EA	1. PLANT SCHEDULE	100	EA
2. PLANT SCHEDULE	200	EA	2. PLANT SCHEDULE	200	EA
3. PLANT SCHEDULE	300	EA	3. PLANT SCHEDULE	300	EA
4. PLANT SCHEDULE	400	EA	4. PLANT SCHEDULE	400	EA
5. PLANT SCHEDULE	500	EA	5. PLANT SCHEDULE	500	EA
6. PLANT SCHEDULE	600	EA	6. PLANT SCHEDULE	600	EA
7. PLANT SCHEDULE	700	EA	7. PLANT SCHEDULE	700	EA
8. PLANT SCHEDULE	800	EA	8. PLANT SCHEDULE	800	EA
9. PLANT SCHEDULE	900	EA	9. PLANT SCHEDULE	900	EA
10. PLANT SCHEDULE	1000	EA	10. PLANT SCHEDULE	1000	EA

LANDSCAPE MAINTENANCE AND FINAL ACCEPTANCE

1. THE LANDSCAPE MAINTENANCE PERIOD SHALL BE FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF COMPLETION OF THE LANDSCAPING WORK.

2. THE LANDSCAPE MAINTENANCE PERIOD SHALL BE FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF COMPLETION OF THE LANDSCAPING WORK.

3. THE LANDSCAPE MAINTENANCE PERIOD SHALL BE FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF COMPLETION OF THE LANDSCAPING WORK.



NOT FOR CONSTRUCTION

BY CONTRACTOR: [Signature]

DATE: [Date]

NY CDG ONEIDA 2, LLC.
6001 W. HUNTERSLEY, CITY OF ALBANY, NY 12240



ONEIDA 2
6001 W. HUNTERSLEY, CITY OF ALBANY, NY 12240

PROJECT NUMBER	0110159 04
DATE	07/15/2014
PROJECT NAME	ONEIDA 2
PROJECT NUMBER	0110159 04
DATE	JULY 2014

LANDSCAPE PLAN

C601

NOT FOR CONSTRUCTION

It is a violation of the NYS Penal Law Article 140, Section 140.5(1) to enter any restricted access area of a facility, including but not limited to a utility facility, without the express or implied consent of the facility owner or operator. It is also a violation of the NYS Penal Law Article 140, Section 140.5(2) to enter any restricted access area of a facility, including but not limited to a utility facility, without the express or implied consent of the facility owner or operator. It is also a violation of the NYS Penal Law Article 140, Section 140.5(3) to enter any restricted access area of a facility, including but not limited to a utility facility, without the express or implied consent of the facility owner or operator. It is also a violation of the NYS Penal Law Article 140, Section 140.5(4) to enter any restricted access area of a facility, including but not limited to a utility facility, without the express or implied consent of the facility owner or operator.

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NY CDG ONEIDA 2, LLC.
601 MARTIN STREET, CITY OF NAME, NY 13440

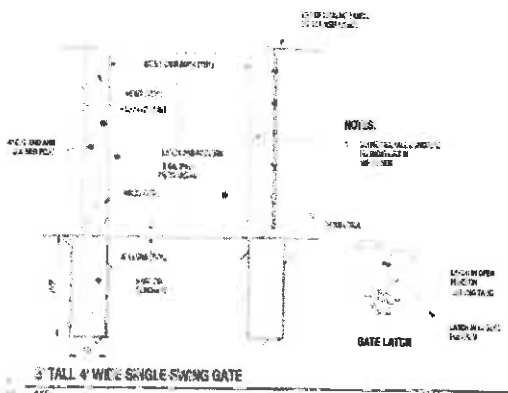


ONEIDA 2
601 MARTIN STREET, CITY OF NAME, NY 13440

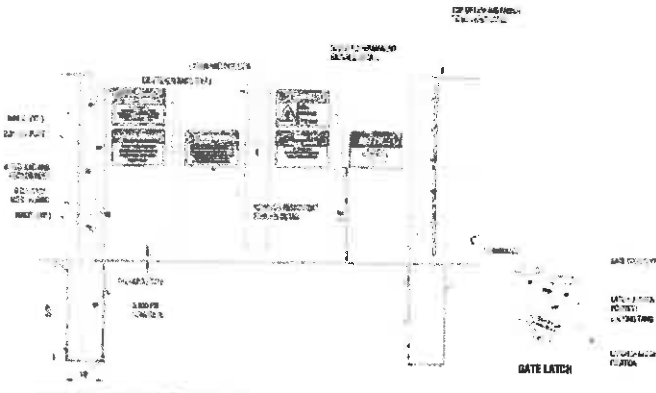
PROJECT NUMBER	220100-04
DRAWN BY	JAA
CHECKED BY	JCT
REVISED	REVIEW
DATE	JULY 2021
DRAWN DATE	

CONSTRUCTION DETAILS

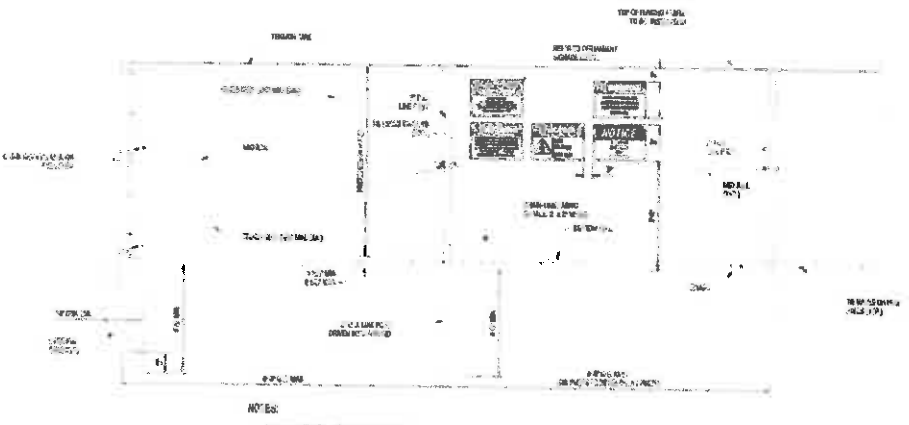
C701



3' TALL 4' WIDE SINGLE SWING GATE



6' TALL 24' WIDE DOUBLE SWING GATE



6' HIGH SECURITY FENCING

WARNING
ANYONE DAMAGING, PARALYZING, OR INTERFERING WITH THE OPERATION OF THIS FACILITY IS IN VIOLATION OF TITLE 18, UNITED STATES CODE SECTION 1360 AND PUNISHABLE BY 15 YEARS IMPRISONMENT AND \$50,000 FINE.

DANGER
HIGH VOLTAGE
KEEP OUT

WARNING
THESE FACILITIES ARE MONITORED BY VIDEO & ELECTRONIC SECURITY EQUIPMENT

NOTICE
NO CONSTRUCTION OR REMEDIATION SHALL BE PERMITTED WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

ONEIDA 2 SOLAR ARRAY
COMPANY LLC
FROM EMERGENCY CONTACT
NAME, PHONE, ADDRESS

NO TRESPASSING
PRIVATE PROPERTY. CONSTRUCTION EVERY PROHIBITED. VIOLATING SHALL BE PROSECUTED UNDER AUTHORITY OF THE STATE OF NEW YORK PENAL LAW SECTION 140.50

PERMANENT SIGNAGE

NOT FOR CONSTRUCTION

It is a violation of the New York State Labor Law Article 220, Section 201, for any contractor or subcontractor to be employed on a project without a valid contract. The contract must be filed with the State Department of Labor. The contract must be filed with the State Department of Labor. The contract must be filed with the State Department of Labor.

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NY CDG ONEIDA 2, LLC.
1001 MAIN STREET, CITY OF ONEIDA, NY 13624



ONEIDA 2
1001 MAIN STREET, CITY OF ONEIDA, NY 13624

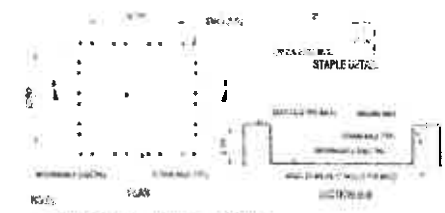
DATE	22-01-14
BY	SEA
CHECKED BY	SEA
DATE	REV 06
DATE	JULY 2011
PROJECT NAME	22-01-14
DESIGN BY	SEA
CHECKED BY	SEA
DATE	JULY 2011

PROJECT NAME	22-01-14
DESIGN BY	SEA
CHECKED BY	SEA
DATE	JULY 2011
PROJECT NAME	22-01-14
DESIGN BY	SEA
CHECKED BY	SEA
DATE	JULY 2011

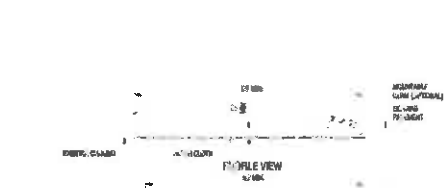
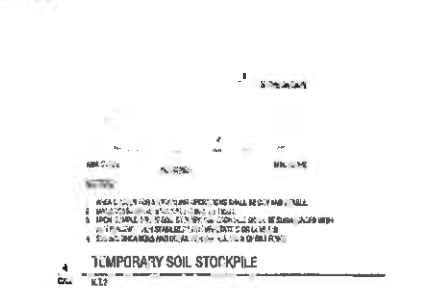
CONSTRUCTION DETAILS

DATE: 2011.07.01

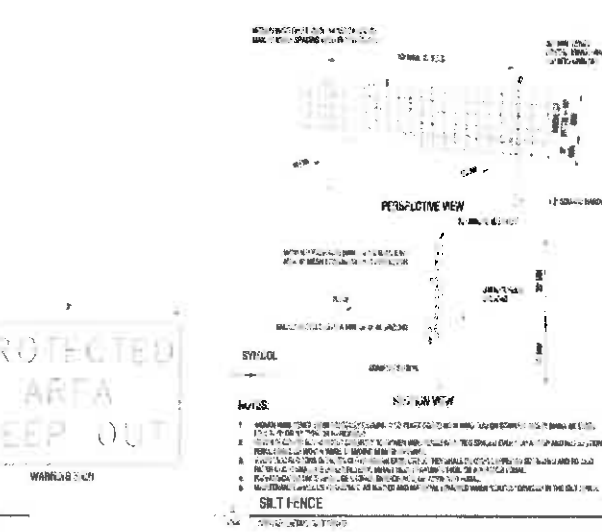
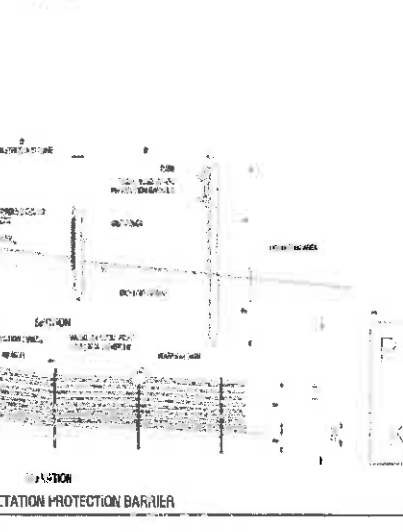
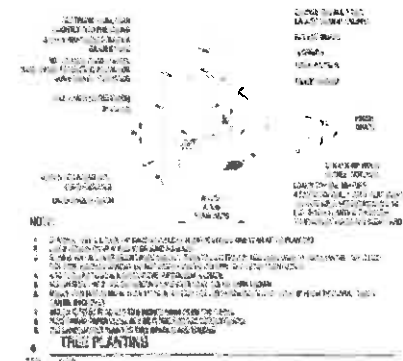
C702



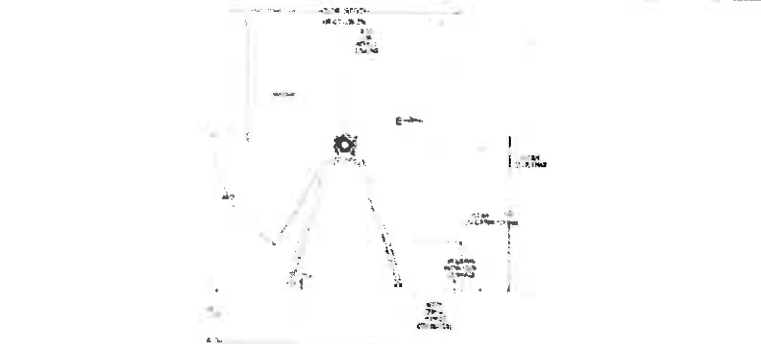
- CONSTRUCTION SPECIFICATION**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE LATEST EDITIONS OF THE CONCRETE REINFORCING STEEL BAR SPECIFICATIONS (ACI 308).
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE LATEST EDITIONS OF THE CONCRETE REINFORCING STEEL BAR SPECIFICATIONS (ACI 308).
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE LATEST EDITIONS OF THE CONCRETE REINFORCING STEEL BAR SPECIFICATIONS (ACI 308).
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE LATEST EDITIONS OF THE CONCRETE REINFORCING STEEL BAR SPECIFICATIONS (ACI 308).
- CONCRETE WASHOUT AREA WITH STRAW BALES**



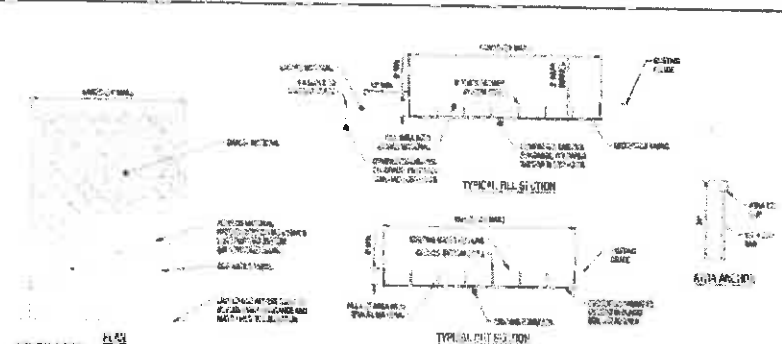
- CONSTRUCTION SPECIFICATION**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE LATEST EDITIONS OF THE CONCRETE REINFORCING STEEL BAR SPECIFICATIONS (ACI 308).
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- STABILIZED CONSTRUCTION ENTRANCE**



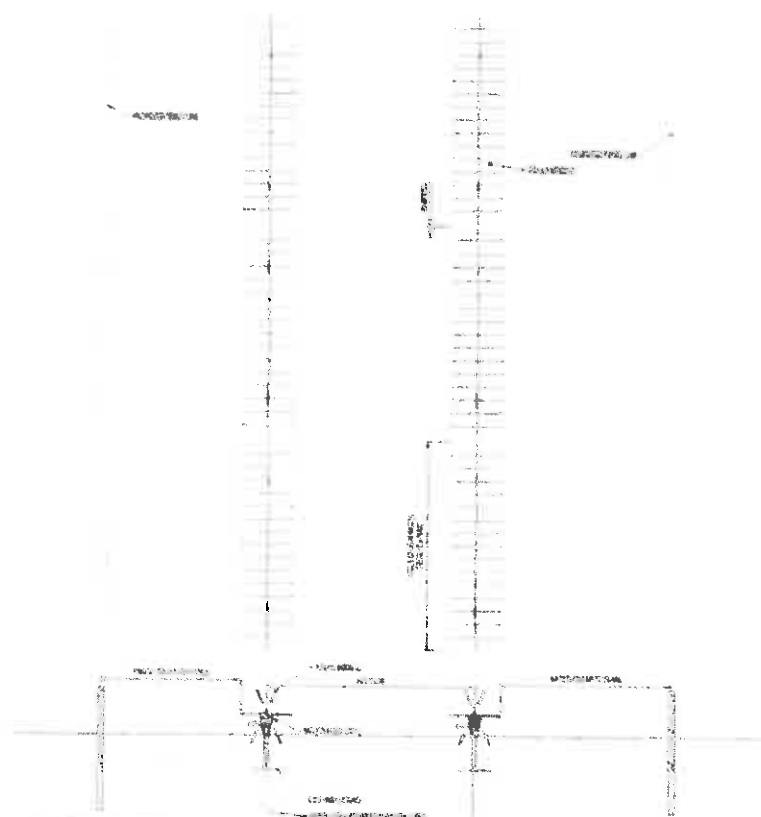
CONSTRUCTION DETAIL: TREE VEGETATION PROTECTION BARRIER



3 TYPICAL PANEL AND RACK DIMENSIONS



4 TYPICAL INVERTER STATION



2 TYPICAL SITE LAYOUT

GENERAL NOTES:

1. THE OWNER HAS PROVIDED THE NECESSARY PERMITS AND APPROVALS FOR THE PROJECT AND THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.

INSTALLATION AND ROOFING NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
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GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE PROJECT.

LIMITED USE PERMITS ADD: 33 ROAD - 0% TO 10% SLOPES

NOT FOR CONSTRUCTION

As a condition of sale, the Buyer shall be responsible for obtaining all necessary permits and approvals for the project. The Seller shall not be responsible for obtaining any permits or approvals for the project.

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NY CDG ONEIDA 2, LLC
682 NORTH STREET, CITY OF ALBANY, NY 12202



ONEIDA 2
682 NORTH STREET, CITY OF ALBANY, NY 12202

DATE ISSUED	2/21/10 04
DESIGNER	JMA
CHECKER	JCT
DATE	ALBANY
DATE	JULY 2011

CONSTRUCTION DETAILS

C703

Determination of Significance - Type I and Unlisted Actions

SEQR Status: Type I Unlisted

Identify portions of EAF completed for this Project: Part I Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

Project SWPPP, Site Plan and Detail Drawings, Applicant Statements, FEMA Floodplain Maps, NYSDEC Environmental Mapper, NYSERDA Solar Guidebook, and Product Engineering Specifications.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
City of Rome Planning Board as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: **Site Plan Approval for Construction of 18.3 Acre Solar Array**

Name of Lead Agency: **City of Rome Planning Board**

Name of Responsible Officer in Lead Agency: **Mark Esposito**

Title of Responsible Officer: **Chair**

Signature of Responsible Officer in Lead Agency: 

Date:

Signature of Preparer (if different from Responsible Officer) **Garret S. Wyckoff**

Digitally signed by Garret S. Wyckoff
Date: 2021.09.15 14:39:53 -04'00'

Date: **09/15/2021**

For Further Information:

Contact Person: **Garret S. Wyckoff**

Address: **198 N. Washington Street**

Telephone Number: **(315)339-7644**

E-mail: **Gwyckoff@RomeCityGov.**

For Type I Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: NY CDG Oneida 2, LLC		
Project Location (describe, and attach a general location map): 6821 Martin Road, City of Rome, Oneida County - See attached USGS topo location map.		
Brief Description of Proposed Action (include purpose or need): NY CDG Oneida 2 is developing plans for the installation of a 5 megawatt (MW) alternating current (AC) photovoltaic array on approximately 18.3 acres of undeveloped industrial zoned land on one parcel totaling approximately 41.3 acres, located at 6821 Martin Road in the City of Rome, Oneida County. (Tax ID 259.001-1-002) The array will include approximately 145 free standing tracking solar table modules consisting of about 11,890 panels. These structures will stand about 12 feet in height. The system will also include new electrical equipment, accessories, concrete pads for equipment, and a new gravel access drive. The maximum depth of excavation will not exceed four feet, but the helix sacrews (or H-piles) of the solar tables will be installed at a depth of approximately 8-10 feet. Minimal tree clearing is expected, and only 0.2 acres of new impervious surface will be created as a result of this project. The purpose of this project is to create clean, renewable energy for local residences and businesses. For additional details, see attached USGS location map and site drawings.		
Name of Applicant/Sponsor: NY CDG Oneida 2, LLC (contact Bogdan Dinu)		Telephone: 226-753-2847
		E-Mail: Bogdan.dinu@bwsolar.com
Address: 850 New Burton Road		
City/PO: Dover	State: Delaware	Zip Code: 19904
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	PILOT Agreement	Pending
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Site Plan Approval, Special Use permit	Pending
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Rome Building Permit	Pending
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Industrial Development Agency (PILOT); Oneida County Planning Dept. (239-m review)	Pending
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rome City School District - PILOT	Pending
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSERDA- funding; SHPO- signoff; NYSDEC-SWPPP	Pending
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	USACE - wetland jurisdictional determination	Pending
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): NYS Heritage Areas: Mohawk Valley Heritage Corridor	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 IG - General Industrial _____

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Rome City School District

b. What police or other public protection forces serve the project site?
Rome Police Department, Oneida County Sheriffs Department

c. Which fire protection and emergency medical services serve the project site?
Rome Fire Department, Stanwix Heights Volunteer Fire Department

d. What parks serve the project site?
Harr-Pint Field (0.65 mies); Bell- Islae Park (0.75 miles); Riverside Park (1.0 mile)

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? The project is a Community Distributed Generation Solar Energy System _____

b. a. Total acreage of the site of the proposed action? +/- 18.3 acres
 b. Total acreage to be physically disturbed? +/- 17.5 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/- 41.3 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: +/- 6 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures Approximately 145 solar table modules with approximately 11,890 panels.

ii. Dimensions (in feet) of largest proposed structure: +/- 12' height; +/- 3' width; and +/- 7' length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): LaBella performed a wetland delineation in March, 2021. The project has been designed to avoid impacting identified wetlands.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
 - Will a line extension within an existing district be necessary to serve the project? Yes No
- If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____

- iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
- If Yes:
- Applicant/sponsor for new district: _____
 - Date application submitted or anticipated: _____
 - What is the receiving water for the wastewater discharge? _____

- v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):
- _____

- vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
- _____

- e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No

- If Yes:
- i. How much impervious surface will the project create in relation to total size of project parcel?
- _____ Square feet or +/- 0.1 acres (impervious surface)
- _____ Square feet or +/- 41.3 acres (parcel size)
- ii. Describe types of new point sources. Equipment pads

- iii. Where will the stormwater runoff be directed (i.c. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
- On site stormwater mangement structures (Filter Strips) A Storm Water Pollution Protection Plan (SWPPP) will bw submitted as part of this application.

- If to surface waters, identify receiving water bodies or wetlands: _____
N/A. Runoff will be directed toward filter strips
- Will stormwater runoff flow to adjacent properties? Yes No

- iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

- f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No

- If Yes, identify:
- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
- Mobile sources during project operations will include light vehicles for regular work. Specialized repair may require heavier duty equipment.
- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
- Contractor may elect to provide an on-site generator during construction activities.
- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
- None expected

- g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No

- If Yes:
- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No

- ii. In addition to emissions as calculated in the application, the project will generate:
- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

- i. Estimate methane generation in tons/year (metric): _____
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

- i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
- ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ Potentially 7AM - 7 PM
- Saturday: _____ Minimal, if any
- Sunday: _____ Minimal, if any
- Holidays: _____ Minimal, if any

ii. During Operations:

- Monday - Friday: _____ 24 hours
- Saturday: _____ 24 hours
- Sunday: _____ 24 hours
- Holidays: _____ 24 hours

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Intermittent construction noises could exceed ambient noise levels for short periods of time during the day. Once operational, noise levels are expected to be within existing levels.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ TBD tons per _____ week (unit of time)
 • Operation : _____ 0 tons per _____ week (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: Materials will arrive by shipping container, minimizing waste. Pallets and protective covers will be recycled as feasible.

 • Operation: No solid waste is produced

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: TBD- The exact disposal method will be determined by the contractor and will follow all applicable NYSDEC guidelines and standards

 • Operation: No solid waste is produced

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing: _____

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Undeveloped, Cell tower, Marina

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.1	1.2	+0.1
• Forested	16.4	10.4	-6
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	21.6	9.2	-12.4
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	2.1	2.1	0
• Wetlands (freshwater or tidal)	0.1	0.1	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Solar Array (panels with seed mix underneath, excluding impervious areas)</u>	0	18.3	+18.3

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): 633037, V00077, E633060, E633064, E633065, 633007
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
The project site has no history of contamination. It is adjacent to some spill sites, as well as being within 2000 feet of the sites listed above.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >5 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: Wakeville Silt Loam _____ 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ 1 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ 100% of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 877-1, 876-547 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size +/- 0.1 Ac
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____
 Name - Pollutants - Uses: Mohawk River, Main Stem – Pathogens; D.O./Oxygen Demand; Aesthetics; Metals – Recreation; Aquatic Life

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: Squirrels, rabbits, raccoons _____ woodchucks, chipmunks, rodents _____ deer, fox, coyote, crows, songbirds _____ raptors, frogs, & snakes _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: <u>New York State Barge Canal Historic District</u>	
<i>iii.</i> Brief description of attributes on which listing is based: <u>CRIS website</u>	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

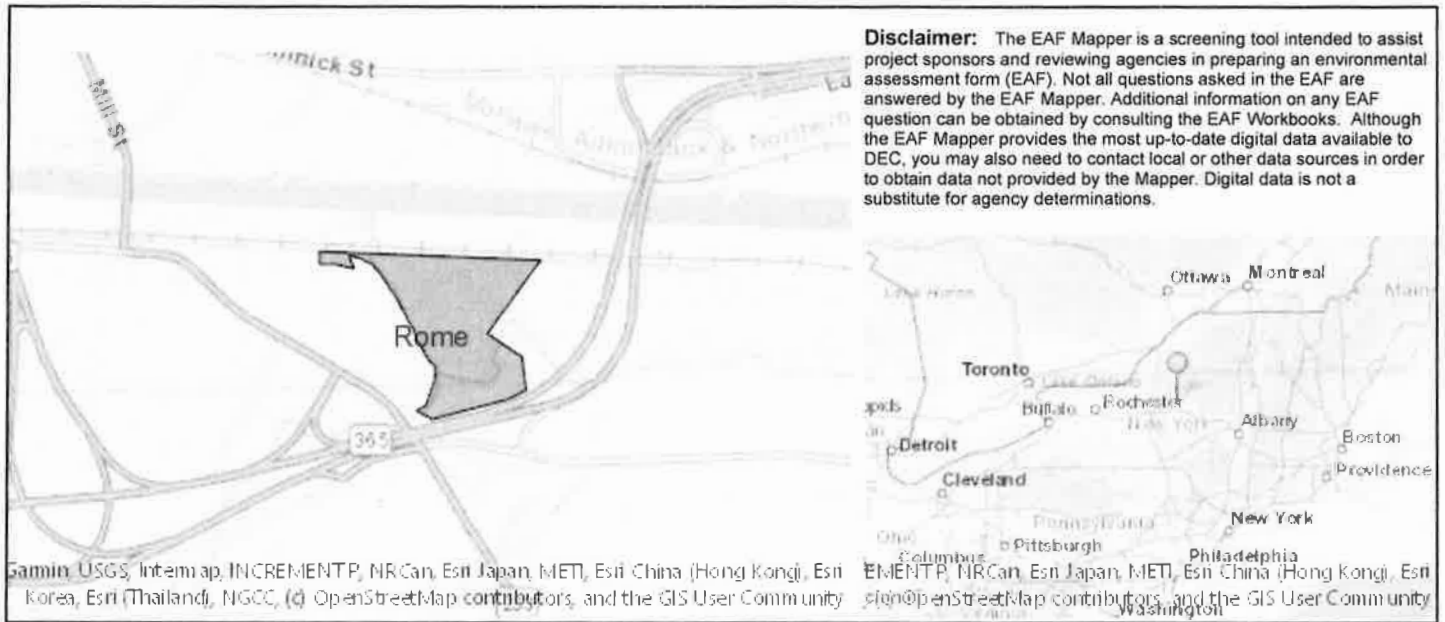
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Bogdan Dinu Date 2021-07-15

Signature  Title Project Developer



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	633037, V00077, E633060, E633064, E633065, 633007
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	877-1, 876-547
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes

E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses: Mohawk River, Main Stem – Pathogens; D.O./Oxygen Demand; Aesthetics; Metals – Recreation; Aquatic Life
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	New York State Barge Canal Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



BW Solar

**Oneida 2
Solar**

**6821 Martin Road
Rome, New York**



0 0.25 0.5 Miles

Legend

--- Municipal Boundary

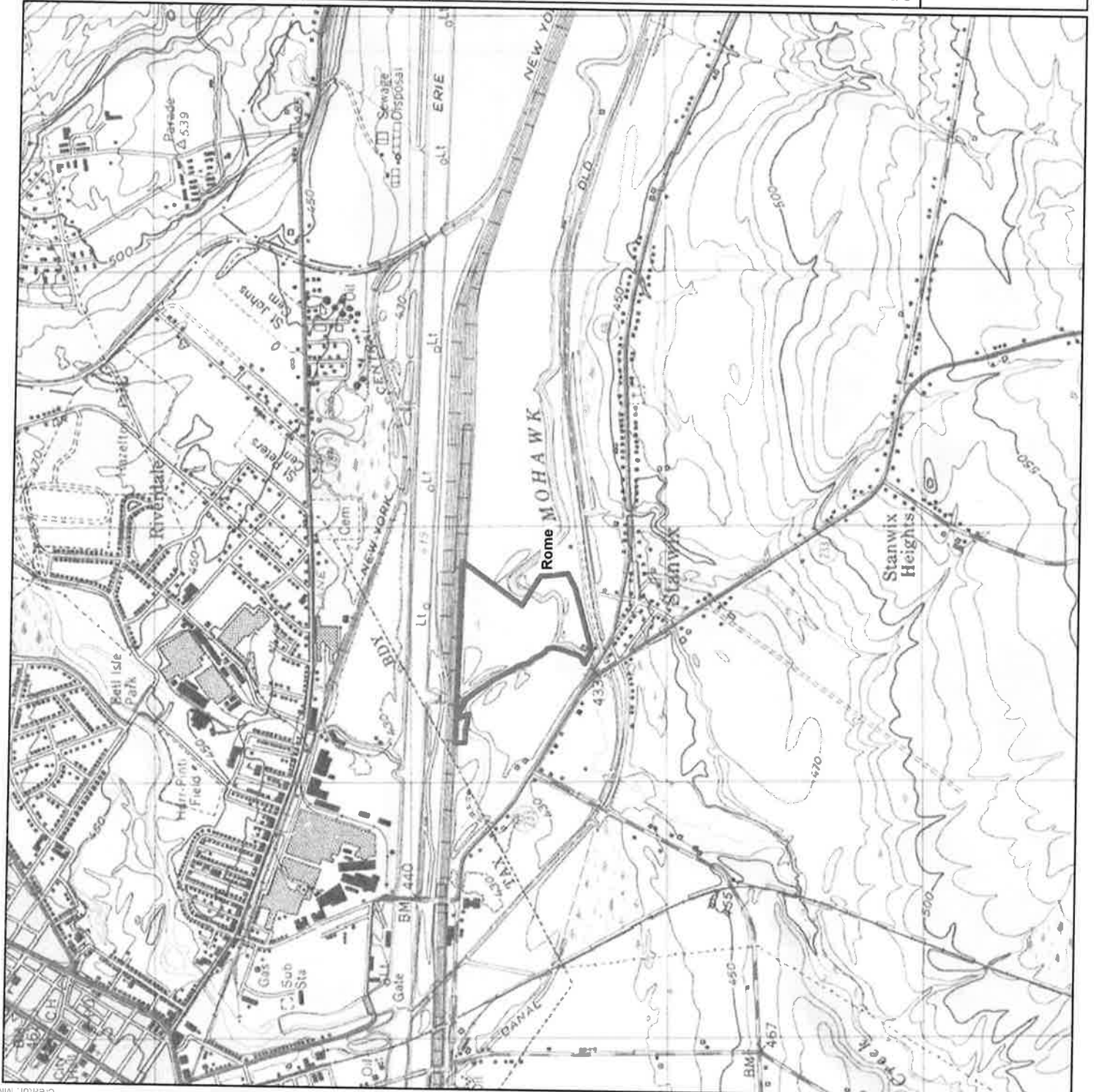
□ Study Area

Sources: BW Solar 2021; LaBella 2021; Oneida County 2020; USGS Rome Topo Quad 1988.

USGS

Location Map

**LaBella Project No: 2210199.04
Date: July 2021**



ONEIDA 2

6821 MARTIN STREET
ROME, NY 13440



CIVIL DRAWING INDEX

- 0200 SURFACE PLAN
- 0300 REGIONAL NOTES
- 0400 FACILITY DESIGN AND CONSTRUCTION PLAN
- 0500 CIVIL SITE PLAN
- 0600 SITE & CONCRETE PLAN
- 0700 SOLAR PANEL DESIGN AND LAYOUT
- 0800 LAYOUT PLAN
- 0900 ELECTRICAL PLAN
- 1000 CONSTRUCTION DETAILS
- 1100 CONSTRUCTION DETAILS

NY CDG ONEIDA 2, LLC.

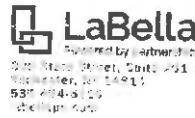
850 NEW BURTON ROAD, SUITE 201

DOVER, DE 19904

PROJECT NO: 2210199.04

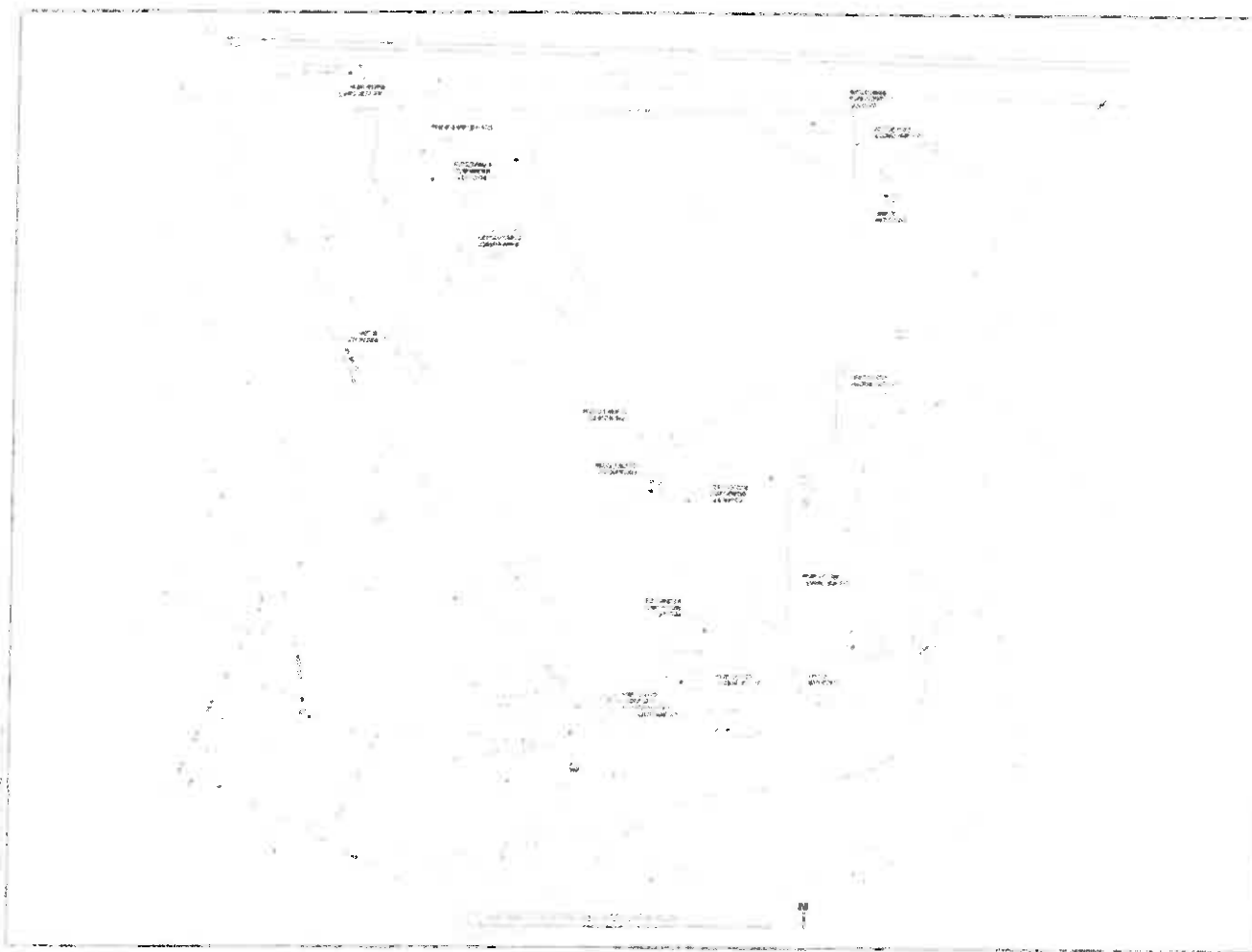
JULY 2021

REVISED SET PLAN 2/21



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No. _____
 Date _____
 City _____
 State _____
 Zip _____
 Name _____
 Title _____
 Company _____
 Address _____
 Phone _____
 Fax _____
 E-mail _____



LaBella
 CONSULTANTS

PROJECT NO. 100-100000000
 SHEET NO. 100-100000000-100
 DATE: 10/10/2010

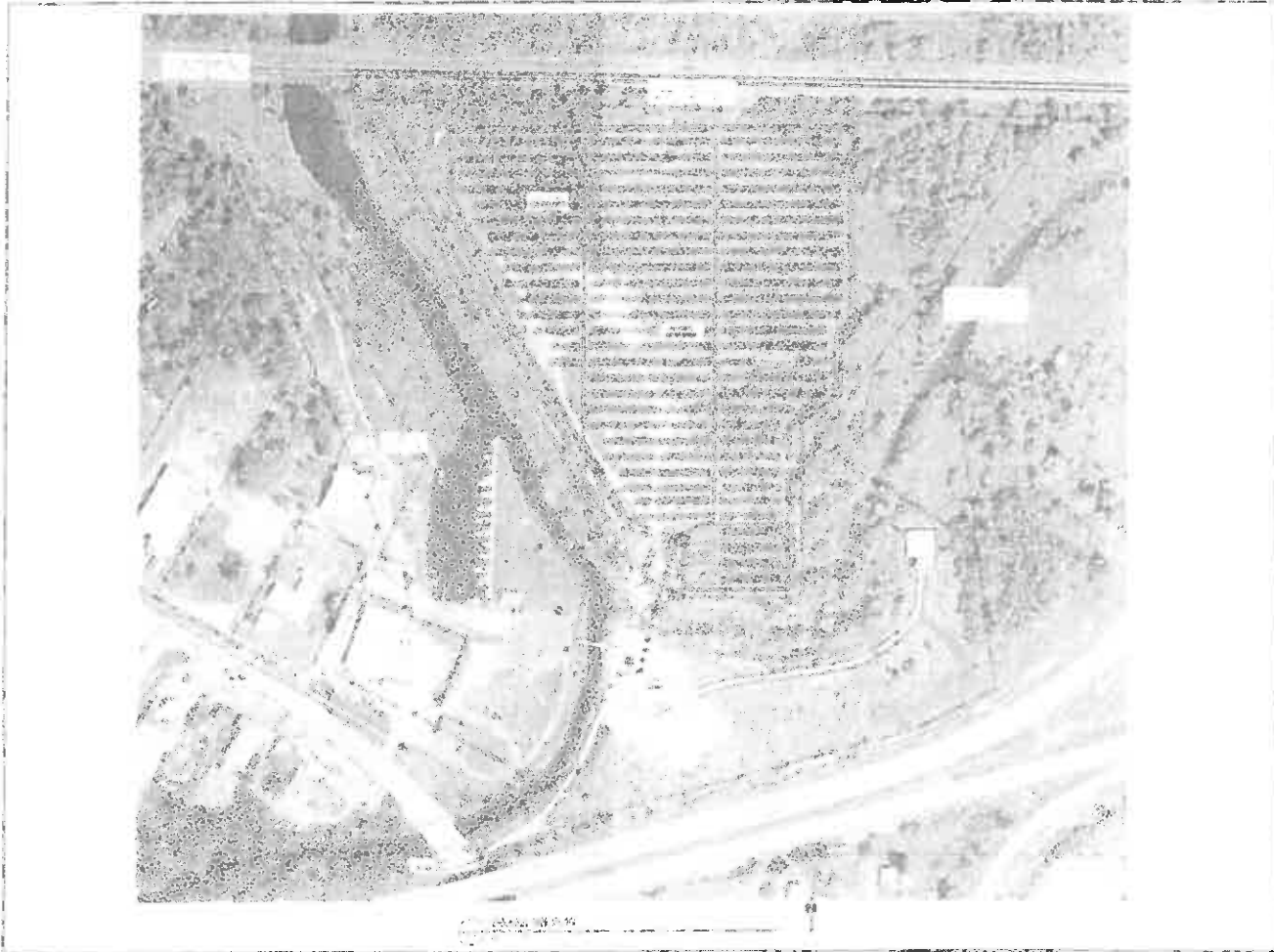
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C101



LaBella
 Environmental Solutions

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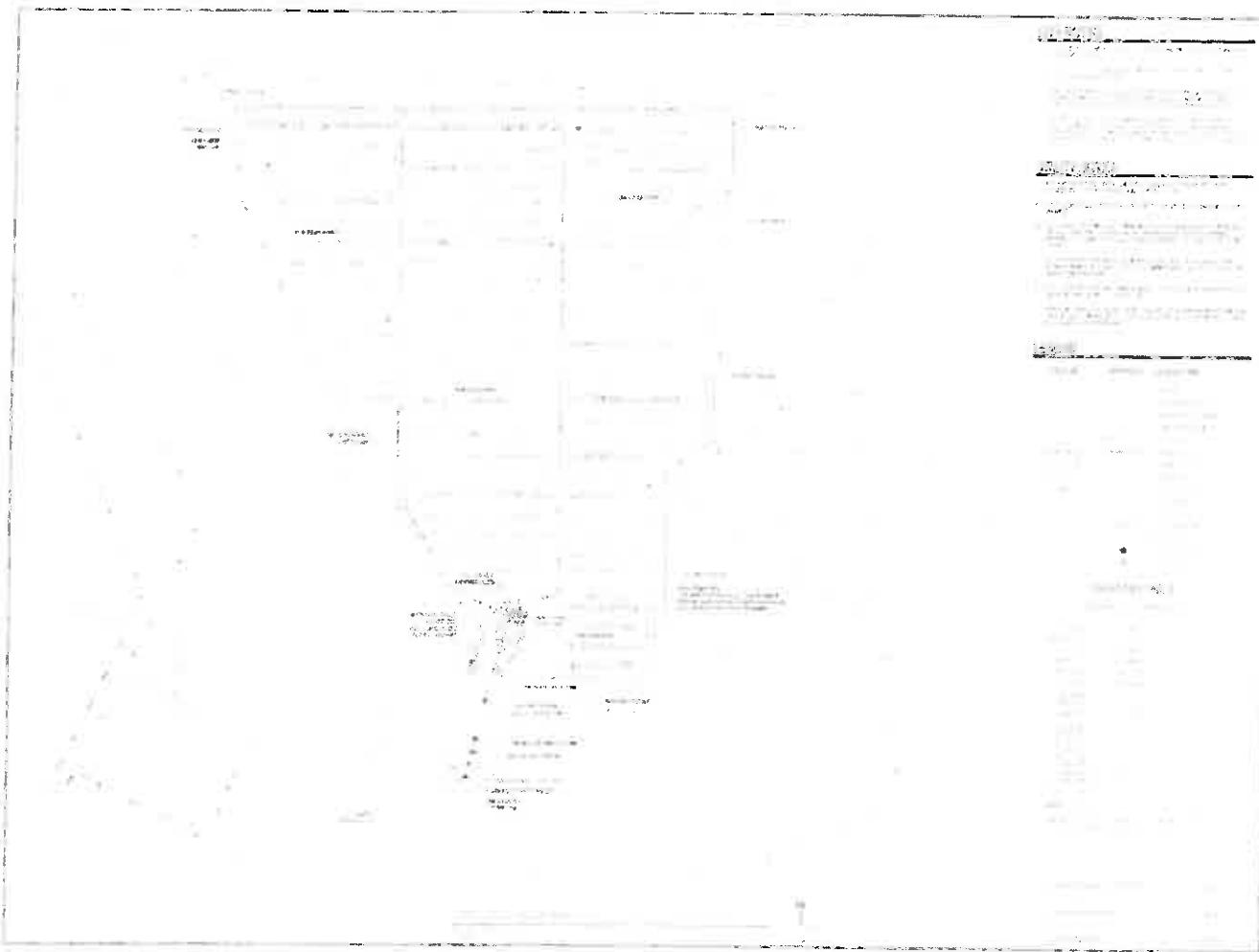
NYS COB ONEIDA 2, LLC



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ONE-ALL SITE PLAN

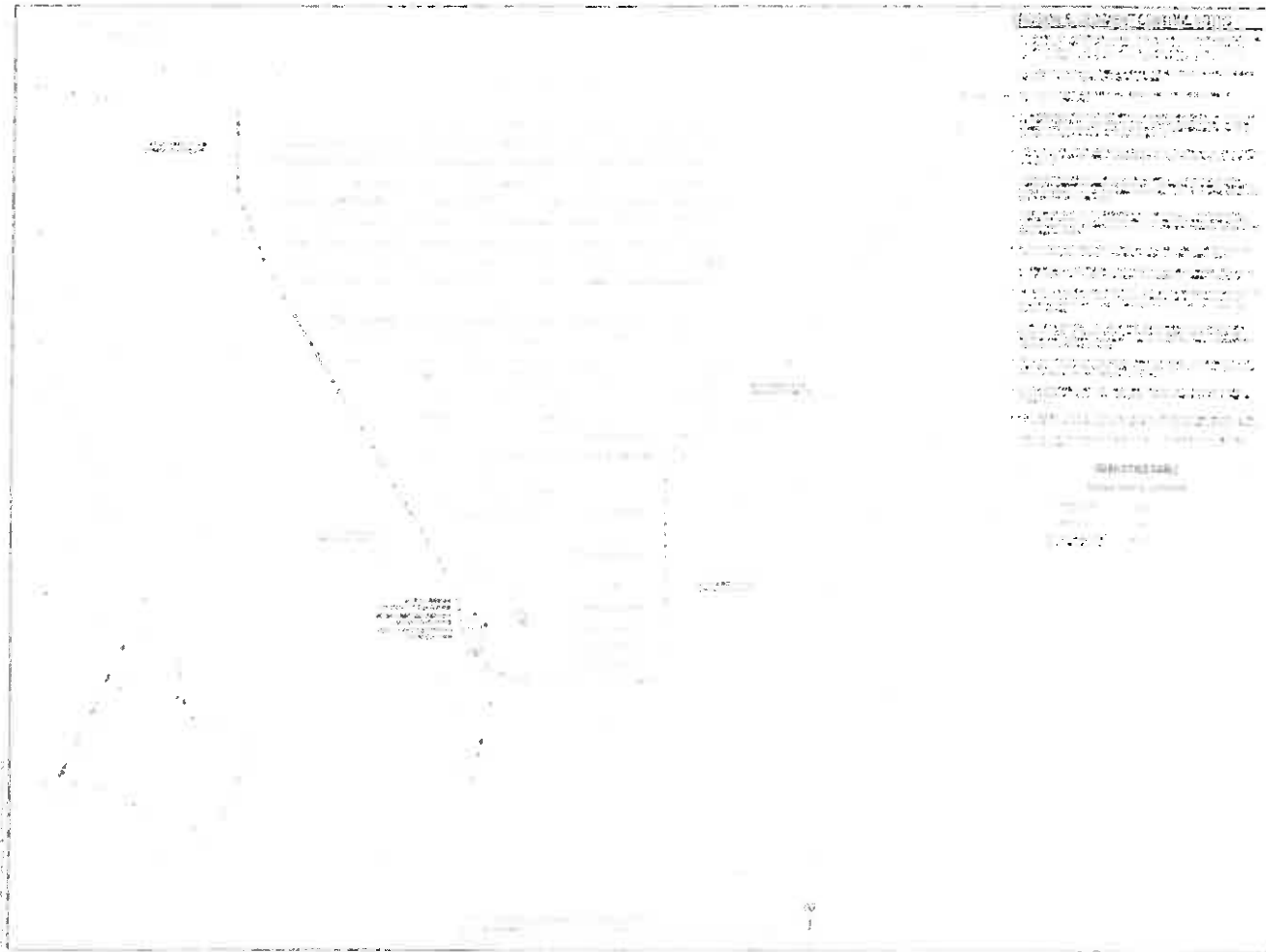
C200



GENERAL NOTES	
1.	SEE SHEET C200 FOR SITE PLAN AND LEGEND.
2.	SEE SHEET C202 FOR CONSTRUCTION SPECIFICATIONS.
3.	SEE SHEET C203 FOR ELECTRICAL SPECIFICATIONS.
4.	SEE SHEET C204 FOR MECHANICAL SPECIFICATIONS.
5.	SEE SHEET C205 FOR PLUMBING SPECIFICATIONS.
6.	SEE SHEET C206 FOR FINISHES SPECIFICATIONS.
7.	SEE SHEET C207 FOR LANDSCAPE SPECIFICATIONS.
8.	SEE SHEET C208 FOR SIGNAGE SPECIFICATIONS.
9.	SEE SHEET C209 FOR UTILITY SPECIFICATIONS.
10.	SEE SHEET C210 FOR SPECIALTIES SPECIFICATIONS.
11.	SEE SHEET C211 FOR STRUCTURE SPECIFICATIONS.
12.	SEE SHEET C212 FOR EXTERIOR SPECIFICATIONS.
13.	SEE SHEET C213 FOR INTERIOR SPECIFICATIONS.
14.	SEE SHEET C214 FOR FURNITURE SPECIFICATIONS.
15.	SEE SHEET C215 FOR EQUIPMENT SPECIFICATIONS.
16.	SEE SHEET C216 FOR SPECIALTIES SPECIFICATIONS.
17.	SEE SHEET C217 FOR SPECIALTIES SPECIFICATIONS.
18.	SEE SHEET C218 FOR SPECIALTIES SPECIFICATIONS.
19.	SEE SHEET C219 FOR SPECIALTIES SPECIFICATIONS.
20.	SEE SHEET C220 FOR SPECIALTIES SPECIFICATIONS.

REVISIONS		
NO.	DATE	DESCRIPTION
1	10/15/20	ISSUED FOR PERMIT
2	11/05/20	REVISED PER COMMENTS
3	11/15/20	REVISED PER COMMENTS
4	12/01/20	REVISED PER COMMENTS
5	12/15/20	REVISED PER COMMENTS
6	01/05/21	REVISED PER COMMENTS
7	01/15/21	REVISED PER COMMENTS
8	02/01/21	REVISED PER COMMENTS
9	02/15/21	REVISED PER COMMENTS
10	03/01/21	REVISED PER COMMENTS
11	03/15/21	REVISED PER COMMENTS
12	04/01/21	REVISED PER COMMENTS
13	04/15/21	REVISED PER COMMENTS
14	05/01/21	REVISED PER COMMENTS
15	05/15/21	REVISED PER COMMENTS
16	06/01/21	REVISED PER COMMENTS
17	06/15/21	REVISED PER COMMENTS
18	07/01/21	REVISED PER COMMENTS
19	07/15/21	REVISED PER COMMENTS
20	08/01/21	REVISED PER COMMENTS

C201



NOTE

1. La presente soluzione è valida per un carico massimo di 1000 kg per livello e per un'altezza massima di 1500 mm.

2. La soluzione è valida per un numero massimo di 10 livelli e per un numero massimo di 10 colonne.

3. La soluzione è valida per un numero massimo di 10 colonne e per un numero massimo di 10 livelli.

4. La soluzione è valida per un numero massimo di 10 colonne e per un numero massimo di 10 livelli.

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10. La soluzione è valida per un numero massimo di 10 colonne e per un numero massimo di 10 livelli.

REQUISITI

1. Spazio libero superiore a 1500 mm.

2. Spazio libero superiore a 1500 mm.

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9. Spazio libero superiore a 1500 mm.

10. Spazio libero superiore a 1500 mm.



LaBella
S.p.A. - Via S. Maria 10 - 20139 Milano - Italy
Tel. +39 02 574911 - Fax +39 02 574912
www.labella.com

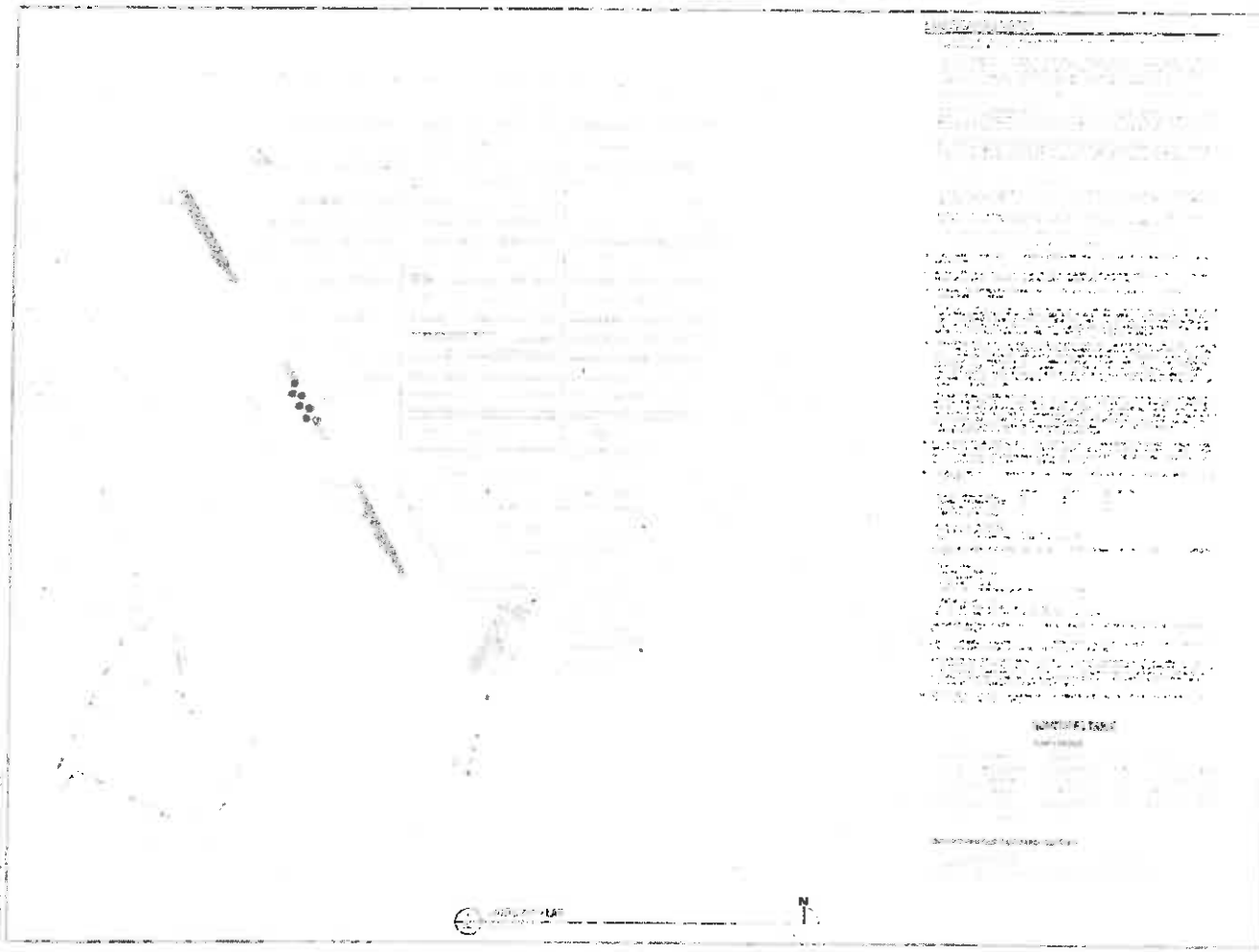
STUDIO TECNICO



STUDIO TECNICO

STUDIO TECNICO

C501



REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR MANUFACTURE	10/10/01
2	REVISED TO ADD DIMENSIONS	11/15/01
3	REVISED TO CORRECT DIMENSIONS	12/01/01
4	REVISED TO ADD FINISHES	01/10/02
5	REVISED TO ADD MATERIAL SPECIFICATION	02/01/02
6	REVISED TO ADD TOLERANCES	03/01/02
7	REVISED TO ADD WEIGHT	04/01/02
8	REVISED TO ADD PART NUMBER	05/01/02
9	REVISED TO ADD DRAWING NUMBER	06/01/02
10	REVISED TO ADD DIMENSIONS	07/01/02
11	REVISED TO ADD DIMENSIONS	08/01/02
12	REVISED TO ADD DIMENSIONS	09/01/02
13	REVISED TO ADD DIMENSIONS	10/01/02
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99	REVISED TO ADD DIMENSIONS	12/01/09
100	REVISED TO ADD DIMENSIONS	01/01/10



NOTICE CONSTRUCTION OF THIS PROJECT IS UNDERWAY. ALL ACTIVITIES WILL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA. ALL OTHER AREAS ARE OFF-LIMITS. ANY VIOLATION OF THESE RULES WILL BE PENALIZED BY THE CONTRACTOR.	WARNING  HIGH VOLTAGE KEEP OUT	WARNING THESE FACILITIES ARE MONITORED BY VIDEO & ELECTRONIC SURVEILLANCE EQUIPMENT.
NOTICE CONSTRUCTION OF THIS PROJECT IS UNDERWAY. ALL ACTIVITIES WILL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA. ALL OTHER AREAS ARE OFF-LIMITS. ANY VIOLATION OF THESE RULES WILL BE PENALIZED BY THE CONTRACTOR.	WARNING CONSTRUCTION OF THIS PROJECT IS UNDERWAY. ALL ACTIVITIES WILL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA. ALL OTHER AREAS ARE OFF-LIMITS. ANY VIOLATION OF THESE RULES WILL BE PENALIZED BY THE CONTRACTOR.	WARNING CONSTRUCTION OF THIS PROJECT IS UNDERWAY. ALL ACTIVITIES WILL BE CONFINED TO THE DESIGNATED CONSTRUCTION AREA. ALL OTHER AREAS ARE OFF-LIMITS. ANY VIOLATION OF THESE RULES WILL BE PENALIZED BY THE CONTRACTOR.

NY: CDS ONEIDA 2, LLC



CONSTRUCTION DETAILS

C701

TEST REPORT

DATE

BY

TEST NO.

PROJECT

DESCRIPTION

C702

The main body of the page contains a large, faint technical drawing or schematic. It appears to be a structural diagram with various lines, shapes, and text, but the details are mostly illegible due to fading. There are some faint labels and dimensions visible, but they cannot be accurately transcribed.

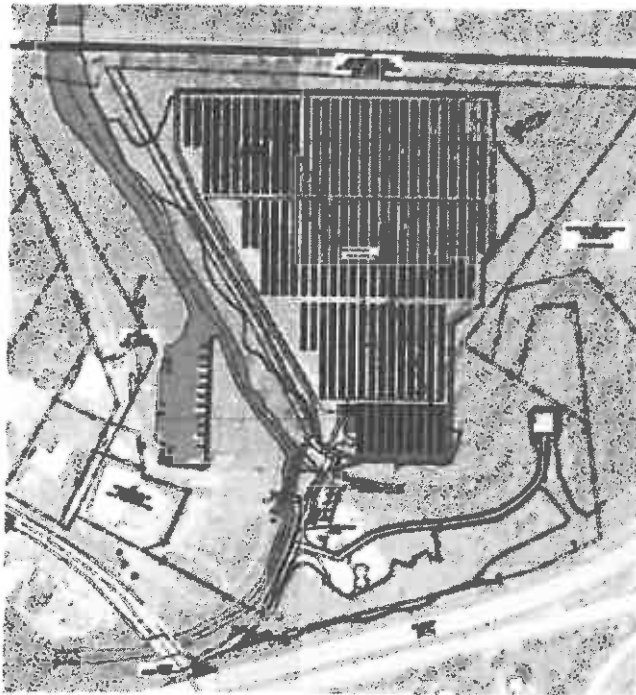
C703



BW SOLAR

Oneida 2 5 MW AC Community Solar Project Decommissioning Plan

6821 Martin Road, Rome, NY



Prepared by Mike Brugge, NY CDG Oneida 2, LLC
Reviewed by James Taravella, P.E. & Chris Centola, R.L.A., Labella Associates
Created on July 15, 2021

Introduction

NY CDG Oneida 2, LLC proposes to build a ground mounted photovoltaic (PV) solar facility located at 6821 Martin Road in the City of Rome, tax parcel 259.001-1-002. The facility will be connected to the local electrical grid and have a capacity of approximately five (5) megawatts (MW) alternating current (AC).

The site is proposed to occupy approximately 18 acres of a 41 acre parcel. The site plan has been designed to avoid impacting the Mohawk River and Federal wetland areas. The installation will be 5MW AC based on approximately 145 free standing, tracking, solar tables consisting of roughly 11,890 modules. There will be electrical collection systems including cabling and protection devices to enable the collection of power to a main inverter/transformer station near one of the sites entrances.

This Decommission Plan provides a description of decommissioning and restoration of a 5 MW Community Solar project in Rome, NY. Start of Construction is planned for 2022 or 2023. The project will consist of perimeter fencing, solar arrays, single axis tracking racking structures and foundations, inverters, electrical collection system and gravel access roads.

Proposed facilities are predominantly on undeveloped land. The project area will have minimal to no ground disturbance. The terrain is relatively flat and the project avoids wetlands, waterways and drainage ditches to the extent practicable.

This plan assumes that the solar facility will have a maturity date of thirty five (35) years. This plan will be reviewed and revised at the start of construction to confirm that the value is still adequate and be revised if any discrepancies arise. The plan will need to be completely redone should there be an opportunity to extend the life or repower.

The decommissioning plan must be in the form of a recorded instrument legally binding on the owner of the large-scale solar energy system and to the real property on which it is installed

Any subsequent transfers of the solar facility and/or the real property from the date of the site plan approval shall be conditioned on the transferee agreeing to be held responsible and liable for the decommissioning plan.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility components including:

- Photovoltaic (PV) modules, panel racking and supports;
- Inverter units, transformers, and other electrical equipment;
- Access roads, wiring cables, perimeter fence; and,
- Concrete foundations.

This Decommissioning Plan is based on current best management practices and procedures. The Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

Decommissioning of the Solar Facility

Decommissioning will occur as a result of any of the following conditions:

1. That NY CDG Oneida 2, LLC or any entity that may own or operate the facility in the future decides to retire the Solar Facility;
2. The system is not completed and functioning within 18 months from the issuance of a building permit;
3. The system generates less than 50% of its approved capacity for a period of one (1) year;
4. The system is damaged and will not be repaired or replaced
5. The system does not produce power for 12 months
6. Any failures to meet obligations of the lease, local and utility regulations, or law.

The City of Rome Code Enforcement Officer, as well as the utility, and the land owner will be notified via certified mail if decommissioning and removal of the system is required.

As the Owner will file a Notice of Intent to the New York State Department of Agriculture and Markets ("NYS DAM"), the Owner will notify and coordinate action with NYSDAM, as well. As required with the scope of the process, the Owner may have to seek permits with the Town, the New York State Department of Environmental Conservation ("NYS DEC") for any future-day SPDES stormwater management requirements, and the United States Army Corps of Engineers ("USACE") for any concerns governing the Waters of the United States. Once notices and permits are obtained, the Owner and its contractors can move to perform the action.

It is important to realize that the probability of early an early decommissioning event that would lead to abandonment or long-term interruption is extremely low during the first 20 years of the Project life due to:

- Sophisticated financing and tax equity partners
- Equipment warranties
- Insurance and business interruption insurance for unforeseen failures
- Operations and maintenance planning
- Creation of a major equipment reserve fund for equipment failures
- Replacement costs declining steadily.

Based on this, NY CDG Oneida 2, LLC slowly builds a cash reserve from the revenue starting in year 15 although as stated above, this will be re-evaluated regularly.

The activities involved in decommissioning the projects include disassembly and removal of all infrastructure (solar modules, racking, tracking system, inverters, transformers, foundations, etc.), and the remediation of soil and vegetation shall be conducted to return the site to a useful and nonhazardous condition and shall include but not be limited to the following:

- Removal of above ground and belowground equipment, structures and foundations.
- Restoration of the surface grade and soil after removal of equipment.
- Revegetation of restored soil areas with native seed mixes, excluding any invasive species.
- A time frame for the completion of the site restoration work.
- A cost estimate detailing the projected cost prepared by a professional engineer or contractor; and cost estimates shall take into account inflation.

Decommissioning is expected to take 6-9 months and not occur during winter months.

The anticipated sequence of decommissioning and removal is described below:

- Reinforce access roads, if needed, and prepare site for component removal
- Install temporary fencing if required to ensure safety
- De-energize solar arrays, open all disconnections and have a qualified electrician disconnection all terminated cables.
- Remove panels and dismantle racking for recovery / disposal
- Remove structural foundations a minimum of four feet (48 inches) below the surface.
- Remove inverters and transformers
- Remove electrical cables and conduits
- Remove access and internal roads
- De-compact subsoils (if required), restore and revegetate disturbed land to pre-construction conditions to the extent practicable

Decommissioning Costs

The Owner will provide documentation of the bond for \$159,000 upon application for building and electrical permits within the Town. The Owner proposes to post the security at the time of application for a building permit. After every year of operation, NY CDG Oneida 2, LLC, or the future owner-operator will increase the bond amount 3.0% of the previous balance to keep up with inflation and expected decommissioning costs.

The decommissioning bond/surety shall be in place for the full life of the project (35 years) to cover the decommissioning period to allow the site to be fully stabilized. The bond shall be removed once the decommissioning is complete. In the event the decommissioning is not completed within 12 months of the end of the land lease (conditions stated above), the town may draw on the bond to complete the decommissioning work.

The decommissioning cost is based on best available information but is subject to change over the lifetime of the facility depending on future economic and industry conditions. Economic conditions such as inflation could increase costs; however, improvements in industry practices such as automation could decrease costs. The estimate provided applies only to current economic and industry conditions and does not consider future valuations. The Owner may choose to have a licensed professional engineer reevaluate decommissioning costs by before each renewal period.

This cost estimate does not include the salvage value of the decommissioned equipment. All material which is not salvageable will be recycled with an industry-recognized leader. While PV recycling technology is a relatively new technology, it has greatly progressed in recent years.

Summary of Decommissioning Costs

Tasks	Total Cost
Removal of PV string wiring	\$ 5,000.00
Removal of Modules	\$ 16,000.00
Dismantle and remove racking	\$ 40,000.00
Removal of Electrical Equipment	\$ 8,000.00
Removal of Concrete	\$ 2,500.00
Removal of Racking Foundations	\$ 40,000.00
Safely Abandoning/ removing Cable	\$ 5,000.00
Removal of Fencing	\$ 10,000.00
Site Restoration	\$ 5,500.00
Shipping Costs	\$ 5,500.00
15% Administration/ Contingency	\$ 20,625.00
TOTAL	\$ 158,125.00

Bond Amounts

YEAR	BOND AMOUNT
1	\$ 158,125.00
2	\$ 162,868.75
3	\$ 167,754.82
4	\$ 172,787.45
5	\$ 177,971.08
6	\$ 183,310.21
7	\$ 188,809.52
8	\$ 194,473.80
9	\$ 200,308.02
10	\$ 206,317.26
11	\$ 212,506.78
12	\$ 218,881.99
13	\$ 225,448.44
14	\$ 232,211.89
15	\$ 239,178.25
16	\$ 246,353.60
17	\$ 253,744.21
18	\$ 261,356.59
19	\$ 269,197.23
20	277,273.14
21	\$ 285,591.39
22	\$ 294,159.08
23	\$ 302,983.85
24	\$ 312,073.37
25	\$ 321,435.57
26	\$ 331,078.64
27	\$ 341,010.99
28	\$ 351,241.32
29	\$ 361,778.56
30	\$ 372,631.92
31	\$ 383,810.88
32	\$ 395,325.20
33	\$ 407,184.96
34	\$ 419,400.51
35	\$ 431,982.52

**Inducement Resolution
BW Solar Holding Inc. Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING PRELIMINARY OFFICIAL ACTION IN CONNECTION WITH A LEASE-LEASEBACK TRANSACTION FOR THE BENEFIT OF BW SOLAR HOLDING INC., ACCEPTING AN APPLICATION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT, AUTHORIZING THE AGENCY TO CONDUCT A PUBLIC HEARING, AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, BW Solar Holding Inc., on behalf of itself and/or the principals of BW Solar Holding Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 3.3 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating, safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 18± acre portion of a 41± acre parcel of land located at 6821 Martin Street, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, the Land is leased by Teresa Campanaro (the "Owner") to the Company pursuant to an Option to Lease dated January 13, 2021 (the "Ground Lease"); and

WHEREAS, the Company will lease the Facility to the Agency, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility, to promote the development of renewable energy projects to support New York State's renewable energy goals as may be established or amended from time to time, and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility constitutes a “community solar project” as defined by the New York State Energy and Research Development Authority (“NYSERDA”) and a “renewable energy project” as defined in the Act; and

WHEREAS, on September 18, 2020 as amended on April 30, 2021 and March 25, 2022 the Agency adopted a uniform tax exemption policy with respect to community solar projects (the “Solar UTEP”), in which it identifies terms of financial assistance for community solar projects and the related project eligibility criteria; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the Project in the form of provision for a fixed payment in lieu of taxes (the “PILOT Payments”) to be made by the Company to the Agency for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$10,000 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which will be allocated among the affected tax jurisdictions in the same proportion that taxes would have been paid but for the Agency’s involvement (the “Financial Assistance”), which Financial Assistance is consistent with the Solar UTEP, and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, based upon representations made by the Company in its Application for Financial Assistance dated September 5, 2023 (the “Application”) the value of the Financial Assistance is described as follows:

- Real property tax abatement \$1,120,396.00 (approximately)
- Mortgage recording tax exemption Not requested

WHEREAS, prior to the closing of a lease-leaseback transaction, and the granting of Financial Assistance, a public hearing (the “Hearing”) will be held so that all persons with views in favor of or opposed to either the Financial Assistance contemplated by the Agency, or the location or nature of the Facility, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of a lease-leaseback transaction, and the granting of any Financial Assistance, and such notice (together with proof of publication) will be substantially in the form annexed hereto as **Exhibit A**; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as **Exhibit B**; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that the proposed lease-leaseback transaction is either an inducement to the Company to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, the Financial Assistance is conditioned upon the Company’s representations that the project will be completed substantially in accordance with the project that is contained in the Application (the “Project Obligation”); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "SEQR Act" or "SEQRA"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "Questionnaire") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the City of Rome Planning Board acted as lead agency for the purposes of SEQRA, and, prior to the granting of Financial Assistance, the Agency will adopt the determination and findings of the lead agency for purposes of SEQRA.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

- Section 1.
- (a) The Agency accepts the Application submitted by the Company.
 - (b) The acquisition, construction and equipping of the Facility and the Agency's financial assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living by supporting New York State's renewable energy goals, and thereby serve the public purposes of the Act and the same is, therefore, approved.
 - (b) It is desirable and in the public interest for the Agency to enter into a lease-leaseback transaction for the purpose of providing Financial Assistance for the acquisition, construction and equipping of the Facility, as reflected in the Application and as amended from time to time prior to the closing of the lease-leaseback transaction.
 - (c) Based upon representations made by the Company in the Application, the Agency determines that the Project is eligible for Financial Assistance under the criteria described in the Solar UTEP.

Section 2. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and among the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the closing of the lease-leaseback transaction, and the development of the Facility (the "Agreement") is hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

- Section 3. The Agency shall assist the Company in the acquisition, construction and equipping of the Facility and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company, (iii) approval of the members of the Agency, (iv) receipt by the members of all comments submitted to the Agency at the Hearing, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the lease-leaseback transaction, (v) provision in the Leaseback Agreement for an annual payment to the City of Rome (the "Host Community") in lieu of a Host Community Agreement, (viii) a decommissioning plan acceptable to the Agency and the Host Community, (ix) proof that provision has been made to reserve funds for decommissioning of the Project, and (x) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel, more particularly described in the Inducement Agreement.
- Section 4. The Agency is hereby authorized and directed to schedule the Hearing, so that the Agency may receive comments from all interested parties on the financial assistance contemplated by the Agency and the Financial Assistance requested by the Company.
- Section 5. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback transaction.
- Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback transaction.
- Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.
- Section 8. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency"), with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened on September 15, 2023 at eight a.m., local time, at Rome, New York which the following members were:

The question of the adoption of the foregoing resolution was duly put to vote, which resulted as follows:

and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend in person and public notice of the time and place of said meeting was duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2023

Shawna Papale, Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on September __, 2023, at _____ a.m., local time, at 584 Phoenix Drive, City of Rome, Oneida County, New York in connection with the following matters:

BW Solar Holding Inc., on behalf of itself and/or the principals of BW Solar Holding Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") applied to the Agency to enter into a transaction in which the Agency will assist in construction of an approximately 3.3 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating; safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 18± acre portion of a 41± acre parcel of land located at 6821 Martin Street, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company. Teresa Campanaro (the "Owner") owns the Land and leases it to the Company, and the Company will lease the Facility to the Agency.

The Agency contemplates providing financial assistance to the Company in the form of reduction of real property taxes for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$10,000.00 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy (Community Solar Policy), to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. Comments may also be submitted to the Agency in writing or electronically prior to the Public Hearing. Minutes of the Public Hearing will be transcribed and posted on the Agency's website together with a video recording of the hearing. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: September __, 2023

By: /s/ Shawna M. Papale, Executive Director

EXHIBIT B

**MINUTES OF PUBLIC HEARING
CONDUCTED ON SEPTEMBER __, 2023**

Oneida County Industrial Development Agency
Lease-Leaseback Transaction
BW Solar Holding Inc. Facility

1. Mark Kaucher, representing the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order at _____ a.m.
2. Mr. Kaucher also recorded the minutes of the hearing.
3. Mr. Kaucher then described the proposed project and related financial assistance as follows:

BW Solar Holding Inc., on behalf of itself and/or the principals of BW Solar Holding Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") applied to the Agency to enter into a transaction in which the Agency will assist in construction of an approximately 3.3 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating; safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 18± acre portion of a 41± acre parcel of land located at 6821 Martin Street, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company. Teresa Campanaro (the "Owner") owns the Land and leases it to the Company, and the Company will lease the Facility to the Agency.

The Agency contemplates providing financial assistance to the Company in the form of reduction of real property taxes for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$10,000.00 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy (Community Solar Policy), to be more

particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

4. Mr. Kaucher then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. Mr. Kaucher then asked if there were any further comments, and, there being none, the hearing was closed at _____ a.m.

Mark Kaucher

STATE OF NEW YORK)
 : SS.:
COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of public hearing held by the Oneida County Industrial Development Agency (the "Agency") on September __, 2023 at _____ a.m. local time, at 584 Phoenix Drive, City of Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, the hearing was open to the general public to attend, and public notice of the time and place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the hearing in all respects were duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

Secretary

**SEQR Resolution
BW Solar Holding Inc. Facility**

**RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY DETERMINING THAT ACTION
TO PROVIDE FINANCIAL ASSISTANCE RELATING TO A
PROJECT FOR THE BENEFIT OF BW SOLAR HOLDING
INC. WILL NOT HAVE A SIGNIFICANT EFFECT ON THE
ENVIRONMENT**

WHEREAS, BW Solar Holding Inc., on behalf of itself and/or the principals of BW Solar Holding Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 3.3 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating, safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 18± acre portion of a 41± acre parcel of land located at 6821 Martin Street, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, 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"), the Agency desires to determine whether the construction and equipping of the Facility may have a "significant effect on the environment" (as said quoted term is defined in the SEQR Act and the Regulations) and therefore require the preparation of an environmental impact statement; and

WHEREAS, to aid the Agency in determining whether the construction, and equipping of the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency a long environmental assessment form (the "EAF"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Agency has reviewed the Determination of Significance dated September 15, 2021 (the "Planning Board Review") by the City of Rome Planning Board (the "Lead Agency"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, pursuant to the Regulations, the Agency has examined the EAF and the Planning Board Review in order to make a determination as to the potential environmental significance of the Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based on an examination of the Application, the EAF, the Planning Board Review, and based further upon the Agency's knowledge of the area surrounding the Facility and such further investigation of the Facility and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Facility:

- (A) The Facility is as described in the Application and the EAF;
- (B) The Facility constitutes a "Type 1 Action" (as defined in the Regulations);
- (C) No potentially significant impacts on the environment are noted in the EAF for the Facility, and none are known to the Agency;
- (D) The Facility will not result in (i) substantial adverse change in existing air quality; ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems; (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of a resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on threatened or endangered species of animal or plant, or the habitat of such species; or (iii) other significant adverse impacts to natural resources;
- (E) The Facility will not affect a critical environmental area as designated pursuant to 6 NYCRR 617.14(g);
- (F) The Facility will not conflict with the community's current plans or goals as officially approved or adopted;

(G) The Facility will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(H) The Facility will not result in a major change in the use of either the quantity or type of energy;

(I) The Facility will not result in the creation of a hazard to human health;

(J) The Facility will not result in a substantial change in the use, or intensity of use, of land including architectural, open space or recreational resources, or in its capacity to support existing uses;

(K) The Facility will not result in encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(L) The Facility will not result in the creation of a material demand for other actions that would result in one or more of the above consequences;

(M) The Facility will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; and

(N) The Facility will not result in two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in 6 NYCRR Section 617.7(c).

Section 2. The Agency hereby concurs with the determinations and findings of the Lead Agency and determines that the Facility will not have a significant impact on the environment and the Agency will not require the preparation of an environmental impact statement with respect to the Facility. As a result, the Agency has prepared a negative declaration with respect to the Facility.

Section 3. The Executive Director of the Agency is hereby directed to file in the Agency's records a negative declaration with respect to the Facility (said negative declaration to be substantially in the form and substantially to the effect of the negative declaration attached hereto).

Section 4. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

DRAFT

STATE OF NEW YORK)
 : SS.:
COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency") with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened on September 15, 2023 at eight a.m., local time, at Rome, New York which the following members were:

The question of the adoption of the foregoing resolution was duly put to vote, which resulted as follows:

and, therefore, the resolution was declared duly adopted.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend and public notice of the date, time, location and call-in information for said meeting was duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

Shawna Papale, Secretary

Housing Policy Discussion

Solar Policy Discussion