

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: March 22, 2023
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet – **8:00 AM Tuesday, March 28, 2023.**

Members of the public may listen to the Agency meeting by calling +1-408-418-9388, Access code: 2632 051 6980 or join via Webex at this link: <https://mvedge.webex.com/mvedge/j.php?MTID=mca2a306d03c749168518b96959e7f633>. Members of the public may also attend in person at MV EDGE offices at 584 Phoenix Drive, Rome, NY 13441 or 3211 Oriole Drive, Sarasota, FL 34243. The Minutes of the Agency meeting will transcribed and posted on the OCIDA website.

1. Executive Session
2. Open Meetings Law
3. Minutes – 12/8/22, 2/10/23
4. Financials
 - a) Interim Financials
 - b) 2022 Audit
5. Consider a SEQR resolution relating to the **Kris-Tech Wire Company, Inc. 2023 Expansion Project**. The City of Rome Planning Board acted as lead agency and the Agency wishes to adopt the determinations and findings of the lead agency.
6. Consider a final authorizing resolution relating to the **Kris-Tech Wire Company, Inc. 2023 Expansion Project**, authorizing financial assistance (consistent with the Agency's Uniform Tax Exemption Policy) in the form of exemptions from sales tax (not to exceed \$437,500), exemptions from mortgage recording tax (not to exceed \$63,750) and reduction of real property tax on the increased assessment resulting from the Project for a period of 10 years (estimated at \$1,437,672), and authorizing the form and execution of related documents, subject to counsel review. The Agency conducted a public hearing on March 13, 2022.
7. Consider an amended resolution relating to the **Alder Creek Beverages, LLC** facility. The Agency adopted a resolution on February 13, 2023 relating to the consent to change of control and wishes to consider an amendment.

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8. Consider an inducement resolution relating to the **GLDC 2023 Master Lease and PILOT Extension**, granting preliminary approval for financial assistance (that is a deviation from the Agency's Uniform Tax Exemption Policy) in the form of extending the full exemption from real property taxes for a period of ten years (valued at approximately \$6,781,293.00) and authorizing the Agency to conduct a public hearing.
9. Consider an inducement resolution relating to the **Mohawk Adirondack & Northern Railroad Inc./Genesee & Mohawk Valley Railroad, Inc. 2023 Lease and PILOT Extension**, granting preliminary approval for financial assistance (that is a deviation from the Agency's Uniform Tax Exemption Policy) in the form of extending the full exemption from real property taxes for a period of ten years (valued at approximately \$1,000,000.00) and authorizing the Agency to conduct a public hearing.
10. Consider an inducement resolution relating to the **Collins Solar, LLC (Barneveld Community Solar) 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 (valued at approximately \$1,628,296.00), which is consistent with the Agency's Uniform Tax Exemption Policy and authorizing the Agency to conduct a public hearing.
11. Consider a SEQR resolution relating to the **Collins Solar, LLC (Barneveld Community Solar) Facility**. The Town of Trenton Planning Board acted as lead agency and the Agency wishes to adopt the determinations and findings of the lead agency as a "Type 1" action.
12. Consider a resolution relating to the **Horsht, LLC Facility**, authorizing an increase in the value of sales tax exemptions (not to exceed \$186,479) and an extension of time of the agency appointment to September 30, 2023 and approving the form and execution of related documents.
13. Consider a resolution relating to the **Griffiss Local Development Corporation/Building 302 Facility**, consenting to a one-month extension of an existing license agreement and authorizing the form and execution of related documents, subject to counsel review.
14. Consider a resolution relating to the **Research Associates of Syracuse, Inc. Facility**, extending the period of time for the landlord to identify a replacement tenant to June 30, 2023 and authorizing the execution of related documents, subject to counsel review.
15. Ratify the execution and delivery of a mortgage modification document relating to the **Sovena USA facility**. The Agency was asked to join in a mortgage modification to amend certain business terms of a mortgage to which the Agency is a party. Such action was authorized by the resolution adopted by the Agency on December 15, 2015 and this ratification is to note the action on the record.
16. Request to apply to Empire State Development (ESD) for FAST NY on behalf of Mohawk Valley EDGE for the Marcy Nanocenter site
17. PAAA Submissions

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18. New Business

19. Old Business

20. Current Projects

Next meeting date – **FRIDAY, MAY 5 at 8 AM at 584 Phoenix Drive, Rome, NY**

Procedures for Member Videoconferencing Pursuant to
Public Officers Law § 103-a

In compliance with Public Officers Law (POL) §103-a(2)(a), the Oneida County Industrial Development Agency (“OCIDA”) following a public hearing, authorized by resolution on _____ the use of videoconferencing as described in POL §103-a.

The following procedures are hereby established to satisfy the requirement of POL §103-a(2)(b) that any public body which in its discretion wishes to permit its members to participate in meetings by videoconferencing from private locations - under extraordinary circumstances - must establish procedures governing member and public attendance.

1. OCIDA members shall be physically present at any meeting of the OCIDA unless such member is unable to be physically present at one of the designated public meeting locations due to extraordinary circumstances.
2. For purposes of these procedures, the term “extraordinary circumstances” includes disability, illness, caregiving responsibilities, pre-planned out of state travel, or any other significant or unexpected factor or event which precludes the member’s physical attendance.
3. Regardless of any extraordinary circumstances, each Board Member of the OCIDA must be physically present at the designated public meeting location in Rome, New York for no less than Seventy Percent (70%) of the meetings of the OCIDA within any given calendar year.
4. If a member is unable to be physically present at the designated public meeting location and wishes to participate by videoconferencing from a private location due to extraordinary circumstances, the member must notify Executive Director, Shawna Papale, no later than four business days prior to the scheduled meeting in order for proper notice to the public to be given. If extraordinary circumstances present themselves on emergent basis within four days of meeting, the OCIDA shall update its notice as soon as practicable to include that information. If it is not practicable for the OCIDA to update its notices, the OCIDA’s Board of Directors shall note the unexpected absence, reason for the delay or inability to notify the public of such absence, and the extraordinary circumstances leading to such absence in the minutes of the OCIDA for said meeting to put the public on notice.
5. If there is a quorum of members participating at a physical location(s) open to the public, the OCIDA may properly convene a meeting. A member who is participating from a remote location that is not open to in-person physical attendance by the public *shall* not count toward a quorum of the OCIDA, but may participate and vote if there is a quorum of members at a physical location open to the public in Rome, New York
6. If a quorum is physically present in person at the Rome meeting location at the start of any such meeting, and a physically present Board Member has to leave the meeting before the conclusion of such meeting, the Board of Directors, before the departing

Board Member leaves the meeting, may choose to pass a resolution agreeing to allow such meeting to continue. Such resolution may also authorize all remaining Board Members, whether in attendance physically or virtually, to continue to vote on any such remaining matters to the conclusion of any such meeting.

7. Except in the case of executive session conducted pursuant to POL §105, the OCIDA shall ensure that its members can be heard, seen for all proposals, resolutions, and any other conduct, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. This shall include the use of first and last name place cards physically placed in front of the members, or member's participation by videoconferencing from a private location due to extraordinary circumstances, such members must ensure that their full first and last name appears on the videoconferencing screen.
8. The minutes of the meeting involving videoconferencing based on extraordinary circumstances pursuant to POL §103-a shall include which, if any members participated by video conferencing from a private location due to such extraordinary circumstances, and which members had to leave any meeting prior to its conclusion due to any extraordinary circumstances.

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**Minutes of the Meeting of the
Oneida County Industrial Development Agency
December 8, 2022
584 Phoenix Drive, Rome, NY/Webex Video/Teleconference**

Members Present: David Grow, Michael Fitzgerald, Steve Zogby, Kirk Hinman, Gene Quadraro, Mary Faith Messenger.

Members Present: WebEx: Ferris Betrus.

EDGE Staff Present: Shawna Papale, Bill Van Shufflin, Tim Fitzgerald, Steve DiMeo, Laura Cohen.

EDGE Staff Present: WebEx: Maureen Carney.

Other Attendees: Rome Mayor Jackie Izzo

Other Attendees: WebEx: Paul Goldman, Goldman Attorneys PLLC; Linda Romano & Laura Ruberto, Bond, Schoeneck & King; Karen Hawkins, Fogel & Brown, P.C.; Genevieve Trigg & Paige Beyer, Barclay-Damon; Alexis Manore, Sentinel Media Co.

Chair Grow called the meeting to order at 3:16 PM.

Minutes

The November 18, 2022 meeting minutes were reviewed. **A motion to approve the November 18, 2022 minutes, as corrected, was moved by M. Fitzgerald and seconded by M.F. Messenger. The motion carried 7-0.**

Interim Financials

M. Carney presented the 11/30/2022 interim financial statement. Cash is up around \$177,000 over the past twelve months. Regarding restricted cash, all Hampton Inn PILOT payments have been received, and checks will be distributed to the taxing jurisdictions imminently. The fourth quarter Wolfsped PILOT payment shows up as an account receivable, but so that it does not overstate the Agency's assets, there is a contra-account booked against it. D. Grow asked if the effected taxing jurisdictions for The Hartford PILOT Increment Financing agreement (PIF) have verified this year's debt service payment to the Agency. L. Ruberto explained that the Agency has prepared letters to the Town of New Hartford concerning both the Hampton in PIF agreement and The Hartford PIF agreement. The Hampton Inn PILOT is terminating at the end of December 2022; counsel has determined that the company has fulfilled all of its PILOT agreement obligations, and the Agency is asking the Town to certify that its debt service has been completed. But the answer from the Town does not impact the company's PILOT agreement obligations. It is necessary that the company fulfill all of its obligations so that it can terminate its agreement with the Agency early, in order to facilitate its sale. The Hartford PILOT agreement terminates after 2023. M. Carney further shared that Lithia Motors has not made its 2022 lease payment to the Agency, and that the Agency closed on the Horsht, LLC project, which brings annual admin fees for 2022 to approximately \$280,000. There are still some outstanding projects that may close in 2022. Regarding the Sovena PILOT, the school tax bill was just received, which will be sent to Sovena immediately. Sovena will have 30 days to pay it. She is hopeful the Agency will receive it by the end of 2022. M. Fitzgerald stated that the Agency needs to start looking at putting some of its cash into a certificate of deposit. M. Carney stated that she has already begun looking at rates across area banks. There being no questions or comments, the **Agency received and accepted the interim financials presented, subject to audit.**

EDGE Project Related Debt (Wolfsped Facility)

Chair Grow introduced a resolution approving the modification of EDGE Project Related Debt (Wolfsped Facility) and authorizing the form and execution of related documents, subject to counsel review. This has to do with finalizing the permanency of the debt previously authorized by the Agency for Marcy Nanocenter infrastructure improvements. **S. Zogby motioned, and F. Betrus seconded, to approve the modification of EDGE Project Related Debt (Wolfsped Facility) and authorizing the form and execution of related documents, subject to counsel review.. The motion carried 7-0.**

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LT Group, LLC (Hampton Inn) Facility - Early Termination

Chair Grow introduced a resolution authorizing the early termination of the LT Group, LLC (Hampton Inn) facility. The lease term expires December 31, 2022 and the Company submitted a certification that its obligations under the Leaseback Agreement have been satisfied. ***M. Fitzgerald motioned, and M.F. Messenger seconded, to authorize the early termination of the LT Group, LLC (Hampton Inn) facility. The motion carried 7-0.***

Central Utica Building, LLC Facility – Amended Application for Financial Assistance

Chair Grow introduced a supplemental resolution relating to the Central Utica Building, LLC Facility, accepting an amendment to the Application for Financial Assistance and authorizing an increase in the value of mortgage recording tax exemption (from \$128,138 to \$191,250, a difference of \$63,112). A public hearing is not required since the proposed increase in assistance is less than \$100,000. ***M. Fitzgerald motioned, and D. Grow seconded, to authorize an increase in the value of mortgage recording tax exemption (from \$128,138 to \$191,250, a difference of \$63,112) to the Central Utica Building, LLC Facility. The motion carried 7-0.***

2023 EDGE-OCIDA Staff Service Contract

S. Papale presented for consideration the proposed 2023 EDGE-OCIDA Staff Service Contract. The contract amount is \$176,400 and the scope of service remains the same. D. Grow suggested modifying future EDGE- OCIDA Staff Service Contracts with a clause to make them automatically renewable annually, with amendments that adjust dates of service and fee amounts, and giving either party the ability to opt out of the contract renewal within 90 days of the renewal. The members of the Corporation were in consensus to implement this modification. ***A motion to approve the proposed 2023 EDGE-OCIDA Staff Service Contract. Included in the motion was a modification to make future EDGE-OCIDA Staff Service Contracts renewable annually, with amendments that adjust dates of service and fee amounts and giving either party the ability to opt out of the contract with 90 days' notice of the renewal was moved by F. Betrus and seconded by M.F. Messenger. The motion carried 7-0.***

2023 EDGE-OCIDA Supplemental Staff Service Contract

S. Papale presented for consideration the proposed 2023 EDGE-OCIDA Supplemental Staff Service Contract. The contract amount is \$176,400 and the scope of service remains the same. Chair Grow reminded the members that this contract is specific to retaining human resources for large development initiatives occurring in Oneida County. D. Grow suggested modifying future EDGE- OCIDA Staff Service Contracts with a clause to make them automatically renewable annually, with amendments that adjust dates of service and fee amounts, and giving either party the ability to opt out of the contract renewal within 90 days of the renewal. The members of the Corporation were in consensus to implement this modification. ***A motion to approve the proposed 2023 EDGE-OCIDA Supplemental Staff Service Contract. Included in the motion was a modification to make future EDGE-OCIDA Staff Service Contracts renewable annually, with amendments that adjust dates of service and fee amounts and giving either party the ability to opt out of the contract with 90 days' notice of the renewal was moved by S. Zogby and seconded by K. Hinman. The motion carried 7-0.***

Old Business

SG Oneida PV, LLC

S. Papale presented to the Agency a request from SG Oneida PV, LLC to extend the deadline of its Inducement Agreement for a period of twelve months under the same terms and conditions as originally approved. She reminded Agency members that this project was induced last December, and that projects have 12 months to proceed with their project, from time of inducement. M. Fitzgerald stated that if this project is looking to start over, that it should be under the Agency's new solar policy. G. Trigg explained the circumstances that have led to the delay in this project moving forward, including supply chain issues on solar panels, and difficulty in obtaining the required insurance. Chair Grow opined that while an official request has been made by the applicant, as is allowed under the inducement agreement, the Agency is under no obligation to grant that request. L. Romano confirmed that the Agency is not obligated to grant the extension. ***M. Fitzgerald made a motion to extend the inducement agreement for SG Oneida PV, LLC until March***

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31st but if the closing occurs after January 1st, 2023, the new benefit per megawatt would be \$7,500 instead of the originally induced \$5,500. This splits the difference between the rate under the old policy and the rate under the current policy. K. Hinman seconded the motion. The motion carried 7-0.

Chair Grow stated that the SSC Kirkland project would be subject to a similar arrangement if it cannot meet the original inducement agreement deadline.

There being no further business, at 3:55 PM Chair Grow asked for a motion to adjourn the meeting: M. Fitzgerald moved, and F. Betrus seconded the motion to adjourn. Motion carried 7-0.

Chair Grow reopened the meeting at 4:10.

At 4:10 PM a motion to enter executive session in order to discuss potential contracts was made by M. Fitzgerald, seconded by M.F. Messenger, and carried 7-0.

At 5:15 PM a motion to exit executive session and return to the open meeting was moved by F. Betrus, seconded by E. Quadraro, and carried 7-0.

There being no further business, at 5:15 PM Chair Grow asked for a motion to adjourn the meeting: M. Fitzgerald moved, and F. Betrus seconded the motion to adjourn. Motion carried 7-0.

Respectfully Submitted,

Tim Fitzgerald

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**Minutes of the Meeting of the
Oneida County Industrial Development Agency
February 10, 2022
584 Phoenix Drive, Rome, NY/Webex Video/Teleconference**

Members Present: David Grow, Mary Faith Messenger, Steve Zogby, Kirk Hinman.

Members Present: WebEx: Ferris Betrus, Mike Fitzgerald, Gene Quadraro.

EDGE Staff Present: Tim Fitzgerald, Laura Cohen, Bill Van Shufflin.

EDGE Staff Present: WebEx: Shawna Papale, M. Carney, Mark Kaucher

Other Attendees: Jenna Peppinelli, Levitt & Gordon; Rome Mayor Jackie Izzo.

Other Attendees: WebEx: Mark Levitt, Levitt & Gordon Paul Goldman, Goldman Attorneys PLLC; Linda Romano & Laura Ruberto, Bond, Schoeneck & King

Chair Grow called the meeting to order at 8:00 AM.

At 8:01 AM a motion to enter executive session in order to discuss litigation was made by S. Zogby, seconded by M.F. Messenger, and carried 7-0.

At 8:55 AM a motion to exit executive session and return to the open meeting was moved by S. Zogby, seconded by K. Hinman, and carried 7-0.

Minutes

The members reviewed meeting minutes from the Agency meetings from December 8, 2022, January 3, 2023, and January 9, 2023. M. Fitzgerald pointed out the need to revise the third and fourth motions made during the December 8, 2022 meeting. Staff stated they would review notes and recording and revise minutes to more accurately capture the motions made. These minutes will be reviewed again at the March 2023 meeting. M. Fitzgerald also pointed out that the meeting minutes from January 9, 2023 list an incorrect date at the top, and that the motion to authorize special counsel was made by D. Grow (not F. Betrus). **A motion to approve the January 3, 2023 minutes, as presented, and the January 9, 2023 minutes, as corrected, was moved by M. Fitzgerald and seconded by F. Betrus. The motion carried 7-0.**

Interim Financials

M. Carney presented the 12/31/2022 interim financial statement. Cash is up around \$98,000 over the past twelve months, and the fund balance is up 22% over that same period. During the 2022 year, the Agency received a total of \$338,786 in application and admin fees PILOT holdings have been disbursed to the appropriate taxing jurisdictions for the Wolfsped, Sovena, and Hartford projects. All 2022 rents were received. The Agency has received five \$1,000 commitment fees for projects that have not yet closed. She also shared that the Agency received a bill in the amount of \$3,500 from the Madison-Oneida BOCES for the tuition agreement to support its carpentry trade program; this agreement was voted for in September 2022; the total amount of support from the IDA for the program is \$7,500. Staff has decided to open two certificates of deposit – one with Berkshire Bank, the other with Adirondack Bank. A third CD, with KeyBank is also being considered. Finally, M. Carney stated that staff from Bonadio will be participating in an entrance conference following this meeting, after which the Agency's audit can proceed. There being no questions or comments, the **Agency received and accepted the interim financials presented, subject to audit.**

Alder Creek Beverages, LLC

Chair Grow introduced a resolution relating to the Alder Creek Beverages, LLC Facility, consenting to a change of control of the Company and authorizing the form and execution of related documents, subject to counsel review. Chair Grow clarified that the change in control has formally taken place, but Agency consent is still needed. After reviewing the materials submitted by the Company, M. Fitzgerald suggested that consent be granted, conditioned

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upon the Company creating an additional 20 FTEs by the end of 2024. **M. Fitzgerald motioned, and S. Zogby seconded, to consent to a change of control of the Company conditioned upon the Company creating an additional 20 FTEs by the end of 2024 and authorizing the form and execution of related documents, subject to counsel review. The motion carried 7-0.**

Kris-Tech Wire Co., Inc.

Chair Grow introduced an inducement resolution relating to the Kris-Tech Wire Co., Inc. Facility (2023 Expansion Project), granting preliminary approval for financial assistance (consistent with the Agency's Uniform Tax Exemption Policy) in the form of exemptions from sales tax (not to exceed \$420,000), exemptions from mortgage recording tax (not to exceed \$63,750) and reduction of real property tax on the increased assessment resulting from the Project for a period of 10 years (estimated at \$1,437,672), subject to completion of a SEQR review, and authorizing the Agency to conduct a public hearing. Mr. Bob Pagano, representing Kris-Tech, introduced himself and the project, stating that this investment will double the size of the facility and consolidate operations. Mayor Izzo expressed her support for the project, and appreciated the company's investment in Rome. K. Hinman asked about the implications on the company's California warehouse. Mr. Pagano said the company will consider whether that facility would be necessary once this expansion is operational. **F. Betrus motioned, and K. Hinman seconded, to approve the inducement resolution relating to the Kris-Tech Wire Co., Inc. Facility (2023 Expansion Project), granting preliminary approval for financial assistance (consistent with the Agency's Uniform Tax Exemption Policy) in the form of exemptions from sales tax (not to exceed \$420,000), exemptions from mortgage recording tax (not to exceed \$63,750) and reduction of real property tax on the increased assessment resulting from the Project for a period of 10 years (estimated at \$1,437,672), subject to completion of a SEQR review, and authorizing the Agency to conduct a public hearing. The motion carried 6-0, with M. Fitzgerald abstaining.**

M. Fitzgerald complimented the board summary for the Kris-Tech project, which was included in the meeting materials; Chari Grow concurred. The intent is to continue to use this summary for future projects.

OCIDA Website Discussion

Regarding the new Agency website, S. Papale stated that staff has selected the option from Quadsimia that gives the Agency the most functionality and best addresses the new requirements implemented the State's Authorities Budget Office. The website will start to resemble a file storage system; it will require many documents to be scanned into the system, and it will also change how members receive meeting materials. She stated that the proposed cost of \$8,000 was not included in the Agency's 2023 budget. She asked the members for consent to proceed with this expenditure, which will be a new budget expense. **F. Betrus motioned, and M.F. Messenger seconded, to consent to proceed with ordering the buildout of the OCIDA's new website. The motion carried 7-0.**

New Reporting Requirements for IDAs

S. Papale reminded the members that the State legislature has passed new laws changing the requirements by which industrial development agencies must notify taxing jurisdictions of deviations from standard PILOTs, and notifying jurisdictions that PILOTs are expiring at least two years in advance. This will require additional attention and measures to ensure compliance, including requesting return-receipts on mailed notifications. Staff will work with counsel to identify the ways which will best ensure compliance.

There being no further business, at 9:38 AM Chair Grow asked for a motion to adjourn the meeting: M.F. Messenger moved, and E. Quadraro seconded the motion to adjourn. Motion carried 7-0.

Respectfully Submitted,

Tim Fitzgerald

**Oneida County Industrial Development Agency
Notes to the Financial Statements
February 28, 2023**

Balance Sheet:

1. Cash increased by \$69K over the last 12 months
2. The balance in restricted cash is made up of the PILOT holdings where checks were received but the payment to the jurisdiction has not been processed the dollars currently in the account are related the Sovena PILOT will be disbursed accordingly
3. The balance in accounts receivable Wolfsped PILOTs is the Q1 billing; the invoice is due to the Wolfsped on February 15th of each year; Q1 payment is due no later than March 31
4. Wolfsped PILOT holdings is the offsetting account against the balance in the receivable; balances in these accounts will zero out once the payment is received from Wolfsped and the Agency disburses the funds according to the PILOT
5. The \$1,000 commitment fees collected from the following for projects that have not closed as of February 2023:
 1. Source Renewables LLC (received April 2020- Project on Hold- commitment fee will be held and used to pay certain legal bills from BS&K related to the project)
 2. EDF Renewables (former partner in the Quiet Meadows projects) (received November 2021)
 3. Central Utica Building (received November 2021)
 4. Solitude Solar, LLC (received February 2022)
 5. Kris-Tech Wire, Inc. (received January 2023)

Budget Comparison Report (Income Statement):

1. 2023 annual lease payments have been billed
2. The following are the closings and application fees received from 1/1/23-2/28/23:

1/30/2023	Solar Power Capital (SSC Kirkland)	Admin & Commitment Fee	41,580.40
2/7/2023	Kris-Tech Wire	Application Fee	500.00
Total as of 2/28/23			<u>41,580.40</u>
3. Additional costs will be incurred due to the NYS website requirements implemented by the State's Authorities Budget Office; the additional costs were presented to the board, reviewed and voted on in the February 10th meeting

Other Significant Items to Note:

1. The 1st quarter invoice to Wolfsped was billed 2/15 and was received by the agency in March; the Agency distributed the funds according to the PILOT terms in March as well
2. 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
3. The payment from Sovena for the County tax bills was received and was paid in accordance with the PILOT agreement

**Oneida County Industrial Development Agency
Balance Sheet
February 28, 2023 and 2022**

	Current Year	Prior Year
Assets		
Current Assets		
Cash and Cash Equivalents	918,485	848,946 ¹
Restricted Cash - PILOT Holdings	143,141	205,320 ²
PILOT Holdings- Payment Received	(143,141)	(205,320) ²
Accounts Receivable	50,892	47,750
Accounts Receivable- Wolfsped PILOT	782,284	809,546 ³
Wolfsped PILOT Holdings	(782,284)	(809,546) ⁴
Prepaid Expenses	2,037	953
Total Current Assets	971,415	897,650
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	971,415	897,650
Liabilities & Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	14,728	35,298
Accrued Expenses	8,250	1,217
Deferred Revenue	5,000	9,000 ⁵
Total Current Liabilities	27,978	45,515
Total Liabilities	27,978	45,515
Net Assets		
Fund Balance	543,437	452,135
Fund Balance-Board Restricted	400,000	400,000
Total Net Assets	943,437	852,135
Total Liabilities & Net Assets	971,415	897,650

Oneida County Industrial Development Agency
 Budget Comparison Report
 Current Period: 2/1/2023 - 2/28/2023
 Budget Period: 1/1/2023 - 12/31/2023
 With Comparative Periods Ending 2/28/2022 and 2/28/2021

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	2/28/2022	2/28/2021
Revenue						
Reimbursements	0	0	216	0	0	0
Interest Income & Miscellaneous	149	92	424	183	541	88
Lease Payments	56,750	4,563	58,750 ¹	9,125	50,250	3,250
PILOT Application / Admin Fees	500	23,333	42,080 ²	46,667	42,231	40,748
PILOT Clawback MSP	0	0	0	0	0	0
Total Revenue	57,399	27,988	101,470	55,975	93,022	44,086
Expenses						
Business Expense	0	83	216	167	224	175
Contracted Service-Accounting	625	625	1,250	1,250	1,167	1,167
Contracted Services - Legal	850	850	1,700	1,700	1,700	1,600
Legal Services & PILOT Clawback MSP	0	0	0	0	0	0
Contracted Services- Other	169	417	338	833	0	0
Marketing- Contracted Services	4,000	83	4,330 ³	167	45	45
Dues & Subscriptions	0	167	0	333	1,250	1,250
Insurance - General	304	333	608	667	608	665
Special ED Projects Contingency	10,417	10,417	20,833	20,833	16,667	8,333
Tuition Agreement	0	0	0	0	0	0
Office Supplies & Expense	0	0	0	0	0	0
Seminars & Conferences	0	250	0	500	0	0
Service Fees	14,700	14,700	29,400	29,400	28,000	26,667
Total Expenses	31,065	27,925	58,676	55,850	49,661	39,902
Excess or (Deficiency) of Revenue Over Expenses	26,334	62	42,795	125	43,361	4,184

**Oneida County Industrial Development Agency
Statement of Cash Flows
For the Period Ending February 28, 2023**

Cash Flows From (Used by) Operating Activities	
Increase (Decrease) in Net Assets	\$ 91,302
Adjustments for Noncash Transactions	
Depreciation and Amortization	0
(Increase) Decrease in Assets	
Accounts Receivable	(3,142)
Accounts Receivable- Wolfsped PILOT	27,262
Prepaid Expenses	(1,084)
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	(13,537)
Deferred Revenue	(4,000)
Wolfsped PILOT Holdings	(27,262)
Net Cash Flows From Operating Activities	<u>69,539</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	69,539
 Cash and Cash Equivalents, Beginning of Period	848,946
 Cash and Cash Equivalents, End of Period	<u><u>\$ 918,485</u></u>

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

**Financial Statements as of
December 31, 2022 and 2021
Together with Independent
Auditor's Report**

Draft - Subject to Change

Bonadio & Co., LLP
Certified Public Accountants

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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Draft - Subject to Change

INDEPENDENT AUDITOR'S REPORT

March 28, 2023

To the Board of Directors of the
Oneida County Industrial Development Agency

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Oneida County Industrial Development Agency (the Agency), as of and for the years ended December 31, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Agency, as of December 31, 2022 and 2021, and the changes in financial position, and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the basic financial statements. The other information comprises the supplemental schedule of the Oneida County Industrial Development Agency's revenue bonds and other bonds (conduit debt obligations), but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2023 on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Management's Discussion and Analysis (Unaudited) For the Years Ended December 31, 2022 and 2021

The following Management's Discussion and Analysis (MD&A) provides a comprehensive overview of the Oneida County Industrial Development Agency (the Agency) financial position as of December 31, 2022 and its changes in financial position for the year then ended, showing 2021 and 2020 for comparison. This MD&A should be read in conjunction with the financial statements and related footnotes of the Agency, which directly follow the MD&A.

GENERAL INFORMATION

The Oneida County Industrial Development Agency (the Agency) was created on October 28, 1970, by the Oneida County Board of Legislators under the provisions of Chapter 372 of the 1970 Laws of New York State for the purpose of encouraging economic growth in Oneida County.

Overview of the Financial Statements

The financial statements of the Agency have been prepared in accordance with accounting principles generally accepted in the United States as prescribed by the Governmental Accounting Standards Board (GASB). The financial statement presentation consists of the following basic financial statements:

- Statement of Net Position
- Statement of Revenue, Expenses and Change in Net Position
- Statement of Cash Flows

The Statement of Net Position and the Statement of Revenue, Expenses and Change in Net Position are prepared using the economic resource measurement focus and the accrual basis of accounting. Revenues, expenses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, assets and liabilities resulting from non-exchange transactions are recognized when the amounts to be received are measurable and collection is probable. These policies are more fully described in the accompanying notes to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The Agency's total net position was \$900,644, \$808,773, and \$641,634 at December 31, 2022, 2021, and 2020, respectively. The Agency's net position increased by \$91,871 from 2021 to 2022 and increased by \$167,139 from 2020 to 2021.
- Total current assets were \$1,082,805, \$918,102, and \$1,235,986 at December 31, 2022, 2021, and 2020, respectively. In all three years, they were comprised of cash and cash equivalents, investments and prepaid expenses. In 2022 and 2021, current assets also included accounts receivable. Current assets in 2020 were higher than in the other years primarily because it included the collection of PILOT payments not yet disbursed.
- Total current liabilities were \$182,161, \$109,329, and \$594,352 at December 31, 2022, 2021, and 2020, respectively. As noted above, current liabilities in 2020 also included the collection of PILOT payments not yet disbursed.
- Normal operating revenues, comprised primarily of administrative and agency fees as well as lease payments were \$394,039 for the year ended December 31, 2022, a decrease of \$128,000 from the prior year. Included in 2021 operating revenues was a PILOT clawback of \$65,000. Operating revenues for the year ended December 31, 2020 totaled \$975,845. The higher level of revenues in 2020 was due to the closing of two large projects.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Management’s Discussion and Analysis (Unaudited) For the Years Ended December 31, 2022 and 2021

CURRENT ASSETS

Current assets at December 31, 2022 and 2021 were comprised of cash and cash equivalents, investments, accounts receivable and prepaid expenses. Current assets at December 31, 2020 were comprised of substantially the same categories, but did not have accounts receivable.

CURRENT LIABILITIES

The Agency had current liabilities of \$182,161 at December 31, 2022, \$109,329 at December 31, 2021, and \$594,352 at December 31, 2020.

FINANCIAL ANALYSIS OF THE AGENCY’S FINANCIAL POSITION AND RESULTS OF OPERATIONS

OPERATING REVENUES

Revenues are made up of PILOT (Payment in Lieu of Taxes) application and administrative fees as well as lease back rental payments. Total operating revenue decreased in 2022 by \$128,331, primarily as a result of PILOT clawback payments in the amount of \$65,000 received in 2021. Total operating revenue in 2020 is \$975,845.

Professional Fees

Professional fees in 2022, 2021 and 2020 include legal fees associated with corporate matters and activities of the organization and staff service fees paid to Economic Development Growth Enterprises Corporation (EDGE) for various administrative and accounting services.

Special Project Fees

Special project fees in 2022, 2021 and 2020 include amounts paid to EDGE for economic development initiatives.

CURRENTLY KNOWN FACTS, DECISIONS AND CONDITIONS

The Agency focuses on the attraction, retention, and expansion of new and current businesses to the County. The Agency’s financial performance can vary from year-to-year based on the level of economic activity and the ability to offer some form of assistance to businesses that can validate their economic value to the community.

CONTACTING THE AGENCY’S ADMINISTRATION

This financial report is designed to provide readers with a general overview of the Agency's finances. If you have questions about this report or need additional information, contact the Agency's board at the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome, NY 13441.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Statements of Net Position
December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,072,852	\$ 710,264
Restricted cash and cash equivalents	7,081	97,837
Accounts receivable	268	7,428
Prepaid expenses	2,604	1,299
Investments	-	101,274
	<u>1,082,805</u>	<u>918,102</u>
Total current assets		
CAPITAL ASSETS:		
Equipment	6,679	6,679
Accumulated depreciation	(6,679)	(6,679)
	<u>-</u>	<u>-</u>
Capital assets, net		
Total assets	<u>1,082,805</u>	<u>918,102</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	175,080	11,492
PILOT funds held	500	88,256
Unearned revenue	6,581	9,581
	<u>182,161</u>	<u>109,329</u>
Total current liabilities		
NET POSITION:		
Restricted	7,081	97,837
Unrestricted	893,563	710,936
	<u>900,644</u>	<u>808,773</u>
Total net position		
Total liabilities and net position	<u>\$ 1,082,805</u>	<u>\$ 918,102</u>

The accompanying notes are an integral part of these statements.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Statements of Revenues, Expenses, and Change in Net Position
For the years ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
OPERATING REVENUES:		
Administrative and agency fees	\$ 394,039	\$ 457,370
Recovered PILOT payments	-	65,000
	<u>394,039</u>	<u>522,370</u>
Total revenues		
OPERATING EXPENSES:		
Administrative services fees	243,000	235,000
Professional fees	17,150	16,600
Clawback settlement	-	60,695
Insurance	3,810	3,788
Consultant services	-	8,089
Special project	28,563	25,000
Other	11,427	6,598
	<u>303,950</u>	<u>355,770</u>
Total operating expenses		
Operating income (loss)	<u>90,089</u>	<u>166,600</u>
NON-OPERATING REVENUE:		
Interest income	<u>1,782</u>	<u>539</u>
Total non-operating revenue	<u>1,782</u>	<u>539</u>
CHANGE IN NET POSITION	91,871	167,139
NET POSITION - beginning of year	<u>808,773</u>	<u>641,634</u>
NET POSITION - end of year	<u>\$ 900,644</u>	<u>\$ 808,773</u>

The accompanying notes are an integral part of these statements.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Statements of Cash Flows

For the years ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Cash received from administrative and agency fees	\$ 304,978	\$ 454,986
Cash received from miscellaneous sources	7,160	(3,450)
Cash received from recovered PILOT payments	-	65,000
Cash paid for administrative service fees	(168,000)	(160,000)
Cash paid for professional fees	(17,150)	(27,253)
Cash paid for clawback settlements	-	(50,042)
Cash paid for insurance	(3,810)	(3,788)
Cash paid for special projects	(103,563)	(100,000)
Cash paid for other expenses	(11,427)	(6,598)
Cash received and due to other entities	163,588	(484,967)
Cash paid for consulting services	-	(8,089)
Project commitment fees paid	(3,000)	(1,000)
	<u>168,776</u>	<u>(325,201)</u>
Net cash flow from operating activities		
CASH FLOW FROM INVESTING ACTIVITIES:		
Interest income	1,782	539
Other investments	101,274	207,739
	<u>103,056</u>	<u>208,278</u>
Net cash flow from investing activities		
Net change in cash and cash equivalents	271,832	(116,923)
Cash and cash equivalents - beginning of year	808,101	925,024
Cash and cash equivalents - end of year	<u>\$ 1,079,933</u>	<u>\$ 808,101</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOW FROM OPERATING ACTIVITIES:		
Operating income (loss)	\$ 90,089	\$ 166,600
Adjustments to reconcile operating income (loss) to net cash flow from operating activities -		
Changes in assets and liabilities:		
Accounts receivable	7,160	(7,428)
Prepaid expenses	(1,305)	650
Accounts payable and accrued expenses	163,588	(484,967)
PILOTS funds held	(87,756)	944
Deferred revenue	(3,000)	(1,000)
	<u>168,776</u>	<u>(325,201)</u>
Net cash flow from operating activities	\$ 168,776	\$ (325,201)

The accompanying notes are an integral part of these statements.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Notes to Basic Financial Statements December 31, 2022 and 2021

1. ORGANIZATION

The Oneida County Industrial Development Agency (the Agency) was created on October 28, 1970, by the Oneida County Board of Legislators under the provisions of Chapter 372 of the 1970 Laws of New York State for the purpose of encouraging economic growth in Oneida County. The Agency's primary functions are to act as intermediary between bonding companies and local businesses for the purpose of issuing industrial revenue bonds and to grant PILOT (payment in-lieu-of tax) benefits to local businesses who have expanded their facilities.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Agency operates as a proprietary fund. Proprietary funds utilize an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets and liabilities (whether current or noncurrent) and deferred inflows and outflows associated with their activities are reported. Fund equity is classified as net position. The Agency utilizes the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or an economic asset is used.

Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates, particularly given the economic disruptions and uncertainties associated with the ongoing COVID-19 pandemic, and such differences may be significant.

Cash and Cash Equivalents

For the purpose of the statement of net position and statement of cash flows, cash and cash equivalents include deposits, and all highly liquid debt instruments with original maturities of three months or less.

Accounts Receivable

Accounts receivable are recorded and revenues are recognized as earned or as specific expenditures are incurred. All accounts receivable are deemed collectible; therefore, no allowance account has been established.

Investments

Investments include certificate of deposits invested at individual banks earning interest for a specified length of time.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Notes to Basic Financial Statements December 31, 2022 and 2021

Capital Assets

Capital assets are recorded at acquisition cost and depreciated over the estimated useful lives of the respective assets using the straight-line method. Assets purchased or acquired with a cost of \$1,000 or greater and a useful life exceeding one year are capitalized. At December 31, 2022 and 2021, the Agency had capital assets with a cost of \$6,679 that were fully depreciated.

PILOT Funds Held

PILOT funds held are amounts received for PILOT payments by the Agency that have not been remitted to the respective government agency at December 31.

Operating Revenues and Non-operating Revenues

The Statements of Revenues, Expenses, and Change in Net Position distinguishes between operating and non-operating revenues. Operating revenues, such as administrative and agency fees, grant income and miscellaneous income, result from exchange transactions associated with the principal activities of the Agency. Exchange transactions are those in which each party to the transaction receives or gives up essentially equal values. Non-operating revenues arise from exchange transactions not associated with the Agency's principal activities and from all non-exchange transactions.

Special Project Expenses

The Agency entered into an agreement with Mohawk Valley EDGE for the support of economic development initiatives within Oneida County.

Net Position

GASB requires the classification of net position into three components. These classifications are displayed in three components below:

- a. Net investment in capital assets - capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net position - net position with constraints placed on their use either by (1) external groups such as creditors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position - all other assets that do not meet the definition of net investment in capital assets or restricted net position.

It is the Agency's policy to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

Related Party

The Agency is related through common management and Board of Directors membership with the Oneida County Local Development Corporation, which also promotes economic development in the County.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Notes to Basic Financial Statements December 31, 2022 and 2021

3. DEPOSITS WITH FINANCIAL INSTITUTIONS AND INVESTMENTS

Policies

The Agency follows an investment and deposit policy, the overall objective of which is to adequately safeguard the principal amount of funds invested or deposited; conform with federal, state and other legal requirements; and provide sufficient liquidity of invested funds in order to meet obligations as they become due. Oversight of investment activity is the responsibility of the Executive Director.

The Agency monies must be deposited in Federal Deposit Insurance Corporation (FDIC) insured commercial banks or trust companies located within and authorized to do business in New York State. Permissible investments include special time deposit accounts, certificates of deposit and obligations of the United States or of federal agencies whose principal and interest payments are fully guaranteed by the federal government, or of New York State or in general obligations of the State's political subdivisions.

Interest Rate Risk

Interest rate risk is the risk that the fair value of investments will be affected by changing interest rates. The Agency's investment policy does not limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The Agency's policy is to minimize the risk of loss due to failure of an issuer or other counterparty to an investment to fulfill its obligations. The Agency's investment and deposit policy authorizes the reporting entity to purchase the following types of investments:

- Obligations of the United States of America;
- Obligations where payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Special time deposit account; and
- Certificates of deposit.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a failure of a depository financial institution, the reporting entity may not recover its deposits. In accordance with the Agency's investment and deposit policy, all deposits of the Agency including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act (FDIA) shall be secured by a pledge of securities with an aggregate value equal to the aggregate amount of deposits.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Notes to Basic Financial Statements December 31, 2022 and 2021

The Agency restricts the securities to the following eligible items:

- Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation;
- Obligations partially insured or guaranteed by an agency of the United States of America;
- Obligations issued or fully insured or guaranteed by the State of New York;
- Obligations issued by a municipal corporation, school district or district corporation of New York State;
- Obligations issued by states (other than New York State) of the United States of America rated in one of the two highest rating categories by at least one Nationally Recognized Statistical Rating Organization

The Agency maintained cash balances with a financial institution insured by the FDIC up to \$250,000, for demand and non demand accounts. At December 31, 2022, the Agency's deposits were \$1,079,933 and the bank balance was \$2,218,020. \$636,492 was covered by FDIC while the remaining balance was uninsured and uncollateralized in the amount of \$1,581,528. At December 31, 2021, the Agency's deposits were \$808,101 and the bank balance was \$1,046,621. \$473,897 was covered by FDIC while the remaining balance was uninsured and uncollateralized in the amount of \$572,724.

4. INVESTMENTS

Investment Policy

The Agency follows an investment policy which the overall objective of which is to adequately safeguard the principal amount of funds invested or deposited; conformance with federal, state and other legal requirements; provide sufficient liquidity of invested funds in order to meet obligations as they become due; and attainment of a market rate of return. Oversight of investment activity is the responsibility of the Finance Committee.

Investment Valuation

The Agency categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Agency did not have any investments that are measured using Level 2 or Level 3 inputs.

Fair value measurements of the Agency's investments at December 31, 2022 and 2021 are comprised of certificate of deposits valued at \$0 and \$101,274, respectively, based on fair market value (Level 1 inputs).

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Notes to Basic Financial Statements December 31, 2022 and 2021

5. INDUSTRIAL DEVELOPMENT BONDS

The Agency issues tax-exempt or taxable bonds to provide financial assistance to private-sector entities for the acquisition and construction of facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the borrowing entity served by the bond issuance. The Agency is not obligated in any manner for repayment of the bonds. Accordingly, neither the related property nor the bonds are reported as assets or liabilities in the accompanying financial statements.

6. SERVICE FEE EXPENSE

The Agency shares common space with Economic Development Growth Enterprises Corporation (EDGE) and Griffiss Local Development Corporation (GLDC). In addition, EDGE performs various administrative and accounting services for the Agency. In lieu of incurring the related personnel, operating, and overhead expense, the Agency paid \$243,000 and \$235,000 in service fees to EDGE for each of the years ended December 31, 2022 and 2021, respectively.

7. BOARD DESIGNATION

The Board of Directors has voted to restrict \$400,000 of net position for future economic development projects.

8. CLAWBACK SETTLEMENT

The Agency received a clawback settlement for the year ended December 31, 2021 of \$65,000 as a project was unable to satisfy its employment obligation. The Agency distributed a total of \$50,042 to the taxing authorities of Oneida County, City of Rome and Rome City School District and incurred \$10,653 in legal fees in 2021, and nothing in 2022. The net effect of the total clawback settlement was \$0 to the Agency.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

March 28, 2023

To the Board of Directors of the
Oneida County Industrial Development Agency:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Oneida County Industrial Development Agency (the Agency), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated March 28, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purposes of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Supplemental Schedules of Revenue Bonds and Other Bonds (Conduit Debt Obligations) - (Unaudited)
For the years ended December 31, 2022 and 2021

Project Number	Description of Financing	Closing Date	Interest at Issuance	Principal of the Issue				Term Ending Date
				Bonds Outstanding at January 1, 2022	Incurred During 2022	Developer Paid During 2022	Bonds Outstanding at December 31, 2022	
3001-99-07A	Champion Homes	June 1, 1999	3.75%	\$ 6,820,000	\$ -	\$ -	\$ 6,820,000	June 1, 2029
3001-07-05A	Eastern Star	June 21, 2007	4.56%	1,570,000	-	1,570,000	-	July 1, 2037
3001-04-02A	MVCC	December 1, 2004	4.051%	5,220,000	-	280,000	4,940,000	December 1, 2036
				<u>\$ 13,610,000</u>	<u>\$ -</u>	<u>\$ 1,850,000</u>	<u>\$ 11,760,000</u>	

Project Number	Description of Financing	Closing Date	Interest at Issuance	Principal of the Issue				Term Ending Date
				Bonds Outstanding at January 1, 2021	Incurred During 2021	Developer Paid During 2021	Bonds Outstanding at December 31, 2021	
3001-99-07A	Champion Homes	June 1, 1999	3.75%	\$ 6,820,000	\$ -	\$ -	\$ 6,820,000	June 1, 2029
3001-07-05A	Eastern Star	June 21, 2007	4.56%	1,710,000	-	140,000	1,570,000	July 1, 2037
3001-02-01A	Hamilton College	June 1, 2002	5.20%	5,990,000	-	5,990,000	-	September 15, 2032
3001-04-02A	Mohawk Valley Community College	December 1, 2004	4.051%	5,485,000	-	265,000	5,220,000	December 1, 2036
				<u>\$ 20,005,000</u>	<u>\$ -</u>	<u>\$ 6,395,000</u>	<u>\$ 13,610,000</u>	

Draft - Subject to Change

**REPORT ON SECTION 2925(3)(f) OF THE NEW YORK STATE PUBLIC
AUTHORITIES LAW**

March 28, 2023

To the Board of Directors of the
Oneida County Industrial Development Agency:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Oneida County Industrial Development Agency (the Agency), a discretely presented component unit of the County of Oneida, New York (the County), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated March 28, 2023.

In connection with our audit, nothing came to our attention that caused us to believe that the Agency failed to comply with the Corporation's Investment Guidelines, the New York State (NYS) Comptroller's Investment Guidelines and Section 2925(3)(f) of the NYS Public Authorities Law (collectively, the Investment Guidelines), which is the responsibility of the Agency's management, insofar as they relate to the financial accounting knowledge of noncompliance with such Investment Guidelines. However, our audit was not directed primarily towards obtaining knowledge of noncompliance with such Investment Guidelines. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Agency's noncompliance with the Investment Guidelines.

This report is intended solely for the information and use of management, the Board of Directors, and the Office of the State Comptroller of the State of New York. It is not intended to be and should not be used by anyone other than these specified parties.

432 North Franklin Street, #60
Syracuse, New York 13204
p (315) 476-4004
f (315) 254-2384

www.bonadio.com

March 28, 2023

To the Board of Directors of the
Oneida County Industrial Development Agency:

We have audited the financial statements of Oneida County Industrial Development Agency (the Agency), for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter dated January 23, 2023. Professional standards also require that we communicate to you the following information related to our audit.

SIGNIFICANT AUDIT MATTERS

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Agency are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the Agency during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We noted no such misstatements.

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SIGNIFICANT AUDIT MATTERS (Continued)

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated with the date of our Independent Auditor's Report.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Agency's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Agency's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the Schedule of Revenue Bonds and Other Bonds (Conduit Debt Obligations), which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the Board of Directors and management of the Oneida County Industrial Development Agency and is not intended to be, and should not be used by anyone other than these specified parties.

Jacqueline M. Izzo
Mayor



Rome Planning Board

(C) Mark Esposito
(VC) Joe Calendra
Eric Gonzalez
Brittany Fumarola
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

March 8th, 2023

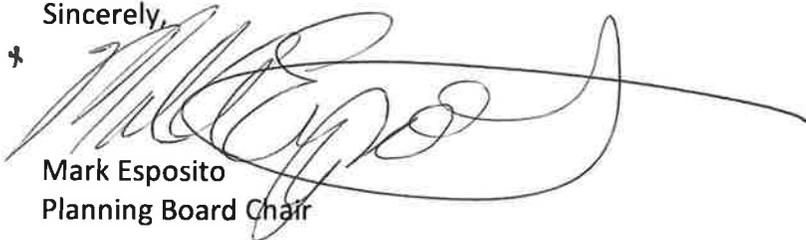
Graham Brodock
Kris Tech Wire
80 Otis Street
Rome, NY 13440

Dear Mr. Brodock:

At the regular meeting of the Rome Planning Board held on March 7th, 2023, the proposed site plan for your project at 80 Otis Street (construction of an approximately 74,791 s/f warehouse addition) was unanimously approved by a vote of 4-0. The project was also issued a SEQR Negative Declaration.

Your next step is to submit four full-size paper copies of the approved site plan labeled "Final Site Plan" to the Department of Community and Economic Development for stamping and signature by the Chair of the Planning Board. Once they are stamped and signed, you should 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 Chair

Cc: James Rizzo, Office of the Corporation Counsel
Butch Conover, Commissioner of Public Works
Mark Domenico, Chief Code Enforcement Officer
Eric Seelig, City Clerk
File

Project: 80 Otis Street - Kristech Expansion

Date: 03/16/2023

**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 type="checkbox"/>	<input checked="" 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:		
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"/>

Project: 80 Otis Street - Kristech Expansion

Date: 03/16/2023

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.

Project is on previously developed land within an urbanized area. There is adequate capacity within existing water, sewer, and roadway infrastructure to support the project, including any increase in shipping related truck traffic. Stormwater runoff will be adequately handled by proposed management measures. Project is an expansion of an existing manufacturing use within an area intended for manufacturing and related activities.

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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	03/20/2023
Name of Lead Agency	Date
Mark Esposito	Chair
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
X	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

**SEQR Resolution
Kris-Tech Wire Company, Inc.
2023 Facility Expansion Project**

**RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY DETERMINING THAT ACTION
TO PROVIDE FINANCIAL ASSISTANCE RELATING TO A
PROJECT FOR THE BENEFIT OF KRIS-TECH WIRE
COMPANY, INC. WILL NOT HAVE A SIGNIFICANT
EFFECT ON THE ENVIRONMENT**

WHEREAS, Kris-Tech Wire Company, Inc., on behalf of itself and/or the principals of Kris-Tech Wire Company, Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") previously entered into transactions with the Oneida County Industrial Development Agency (the "Agency") in which the Agency provided financial assistance in connection with construction of (a) a 45,000± square foot manufacturing facility; (b) a 22,000± square foot addition to the manufacturing facility; and (c) a 3,000± square foot addition to the manufacturing facility (collectively, the "Existing Improvements"), all situated on an 8.040± acre parcel of land located at 80 Otis Street in the Griffiss Business and Technology Park, City of Rome (the "Existing Land"); and (d) acquisition and installation of equipment in the Existing Improvements (collectively, the "Existing Equipment"), all to be used for the manufacturing of bare and insulated copper wire products (the Existing Land, the Existing Improvements and the Existing Equipment referred to collectively as the "Existing Facility"); and

WHEREAS, the Company has applied to the Agency to enter into a transaction in which the Agency will assist in (a) acquisition of a 3.98± acre parcel of land adjacent to the Existing Land, to be consolidated into the Existing Land (collectively, the "Land") (b) construction of a 75,000± square foot addition to the Existing Improvements and all infrastructure and utilities to service the same (the "Addition"); (c) renovations to the Existing Improvements; and (d) acquisition and installation of equipment in the Addition and Existing Improvements (the "Equipment"), all for the purpose of expanding the capabilities of the Existing Facility and enabling the manufacturing of critical supply chain components for energy and infrastructure projects across New York State and the United States (the Land, the Addition and the Equipment are referred to collectively as the "2023 Facility" and the construction and equipping of the Addition and renovation and equipping of the Existing Improvements is referred to as the "2023 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 2023 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 2023 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 2023 Project may have a significant effect upon the environment, the Agency has reviewed the minutes of the March 20, 2023 meeting of the City of Rome Planning Board, its findings and negative declaration in connection with its site plan review (the "Planning Board Review"), 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 2023 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 2023 Facility and such further investigation of the 2023 Facility and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the 2023 Facility:

(A) The 2023 Facility is as described in the Application and the EAF;

(B) The 2023 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 2023 Facility, and none are known to the Agency;

(D) The 2023 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 2023 Facility will not affect a critical environmental area as designated pursuant to 6 NYCRR 617.14(g);

(F) The 2023 Facility will not conflict with the community's current plans or goals as officially approved or adopted;

(G) The 2023 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 2023 Facility will not result in a major change in the use of either the quantity or type of energy;

(I) The 2023 Facility will not result in the creation of a hazard to human health;

(J) The 2023 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 2023 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 2023 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 2023 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 2023 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 determines that the 2023 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 2023 Facility. As a result, the Agency has prepared a negative declaration with respect to the 2023 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 2023 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 March 28, 2023 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:

Members Present Webex/Teleconference:

Member Excused:

EDGE Staff Present:

EDGE Staff Present Webex/Teleconference:

Others Present:

Others Present Webex/Teleconference:

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

OCIDA



584 Phoenix Drive,
Rome, New York 13441-4105
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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: March 13th, 2023

RE: Kris-Tech Wire Company, Inc. 2023 Facility Expansion
March 13, 2023 Public Hearing Minutes
584 Phoenix Drive, Rome NY
And via WebEx

Representing the Agency: Mark Kaucher and William VanShufflin

Other Attendees: Graham Brodock, representing Kris-Tech via WebEx.

Public hearing opened at 1:30 PM.

Reading of the public hearing notice was waived, upon consensus of the attendees. Mr. Brodock expressed his appreciation to the Agency for considering Kris-Tech's request for assistance in this investment in the Rome facility.

Public Hearing was closed at 1:45 PM.

**Final Authorizing Resolution
Kris-Tech Wire Company, Inc.
2023 Facility Expansion**

Transcript Document No. []

Date: March 28, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on March 28, 2023, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Others Present:

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 Kris-Tech Wire Company, Inc. (2023 Facility Expansion Project).

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

Voting Aye

Voting Nay

Michael Fitzgerald abstained from the discussion and the vote.

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE FIRST AMENDED AND RESTATED LEASEBACK AGREEMENT, THE THIRD AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE RECAPTURE AGREEMENT, THE LOAN DOCUMENTS AND RELATED DOCUMENTS WITH RESPECT TO THE KRIS-TECH WIRE COMPANY, INC. 2023 FACILITY EXPANSION PROJECT 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, Kris-Tech Wire Company, Inc., on behalf of itself and/or the principals of Kris-Tech Wire Company, Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") previously entered into transactions with the Oneida County Industrial Development Agency (the "Agency") in which the Agency provided financial assistance in connection with construction of (a) a 45,000± square foot manufacturing facility; (b) a 22,000± square foot addition to the manufacturing facility; and (c) a 3,000± square foot addition to the manufacturing facility (collectively, the "Existing Improvements"), all situated on an 8.040± acre parcel of land located at 80 Otis Street in the Griffiss Business and Technology Park, City of Rome (the "Existing Land"); and (d) acquisition and installation of equipment in the Existing Improvements (collectively, the "Existing Equipment"), all to be used for the manufacturing of bare and insulated copper wire products (the Existing Land, the Existing Improvements and the Existing Equipment referred to collectively as the "Existing Facility"); and

WHEREAS, the Company has applied to the Agency to enter into a transaction in which the Agency will assist in (a) acquisition of a 3.98± acre parcel of land adjacent to the Existing Land, to be consolidated into the Existing Land (collectively, the "Land") (b) construction of a 75,000± square foot addition to the Existing Improvements and all infrastructure and utilities to service the same (the "Addition"); (c) renovations to the Existing Improvements; and (d) acquisition and installation of equipment in the Addition and Existing Improvements (the "Equipment"), all for the purpose of expanding the capabilities of the Existing Facility and enabling the manufacturing of critical supply chain components for energy and infrastructure projects across New York State and the United States (the Land, the Addition and the Equipment are referred to collectively as the "2023 Facility" and the construction and equipping of the Addition and renovation and equipping of the Existing Improvements is referred to as the "2023 Project"); and

WHEREAS, the Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated as of November 1, 2015 (the “Existing Lease Agreement”); and

WHEREAS, the Agency leases the Existing Facility back to the Company pursuant to a Leaseback Agreement dated as of November 1, 2015 as amended on November 1, 2016 and May 23, 2019 (collectively, the “Leaseback Agreement”); and

WHEREAS, the Agency and the Company are party to a Second Amended and Restated PILOT Agreement dated as of May 23, 2019 (the “PILOT Agreement”) with respect to the Existing Facility; and

WHEREAS, the Company will lease the 2023 Facility to the Agency pursuant to a Lease Agreement (the “Lease Agreement”) and the Agency and the Company will amend the Leaseback Agreement by way of a First Amended and Restated Leaseback Agreement (the “First Amended Leaseback”) to add and include the 2023 Facility; and

WHEREAS, Chase Bank (the “Bank”) intends to finance a portion of the costs of the Project by extending one or more loans in the aggregate principal amount not to exceed \$8,575,000.00, to be secured by one or more mortgages and/or other documents deemed necessary by the Bank to secure its interest (collectively, the “Loan Documents”); and

WHEREAS, the Agency by resolution duly adopted on February 10, 2023 (the “Inducement Resolution”) decided to proceed under the provisions of the Act to lease the 2023 Facility and directed that a public hearing be held and enter into the First Amended Leaseback; and

WHEREAS, on February 28, 2023 the Agency mailed letters via certified mail, return receipt requested, to each of the affected taxing jurisdictions providing a copy of the Inducement Resolution and notice of the date, time and place of the public hearing and requested comments on the proposed 2023 Facility and the proposed Financial Assistance; and

WHEREAS, the Agency conducted a public hearing on March 13, 2023 and the minutes of said hearing have been provided to the members; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the 2023 Project in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and reduction in real property taxes for a period of ten years on the increased assessment resulting from the 2023 Project (the “Financial Assistance”), which financial assistance is consistent with the Agency’s Uniform Tax Exemption Policy, and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, based upon representations made by the Company in the Application, the value of the Financial Assistance is described as follows:

- Sales and use tax exemption not to exceed \$420,000.00
- Mortgage recording tax exemption not to exceed \$63,750.00
- Reduction of real property taxes, valued at approximately \$1,437,672

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 acquisition, construction and equipping of the 2023 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 acquisition, construction, equipping and financing of the 2023 Facility is reasonably necessary to induce the Company to maintain and expand its 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 on March 28, 2023 encompassed the actions to be undertaken by this resolution and no changes have been made since that time 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 2023 Project; and

(h) The Lease Agreement, in form satisfactory to the Chairman and Agency counsel, will be an effective instrument whereby the Company conveys to the Agency a leasehold interest in the 2023 Facility; and

(i) The First Amended Leaseback, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company amend the Leaseback Agreement to add and include the 2023 Facility; and

(j) The Third Amended and Restated Payment-in-Lieu-of-Tax Agreement (the "Third Amended PILOT Agreement") between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their amended agreement regarding the Company's payments in lieu of real property taxes; and

(k) The Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance relating to the 2023 Facility is conditioned upon maintaining certain employment levels as a result of the 2023 Project; and

(l) 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 2023 Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(m) The Loan Documents will be effective instruments whereby the Agency grants to the Bank a security interest in the Facility.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the 2023 Facility and execute, deliver and perform the Lease Agreement, (ii) lease the 2023 Facility back to the Company pursuant to the First Amended Leaseback, (iii) execute, deliver and perform the First Amended Leaseback, (iv) execute, deliver and perform the Third Amended PILOT Agreement, (v) execute, deliver and perform the Recapture Agreement; (vi) execute and deliver the Environmental Compliance and Indemnification Agreement, (vii) execute, deliver and perform the Loan Documents, and (viii) provide the Financial Assistance to the Company in support of the 2023 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 First Amended Leaseback, the Recapture Agreement, the Third Amended PILOT Agreement, and the Environmental Compliance and Indemnification Agreement (each in substantially the forms presented to the Agency 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 First Amended Leaseback, the Recapture Agreement, the Third Amended PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Loan Documents, all in substantially the forms thereof presented to 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.

**Authorizing Resolution
Consent to Change of Control
Alder Creek Beverages, LLC Facility**

Date: February 10, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency"), held at 584 Phoenix Drive, Rome, New York at 8:00 a.m. on February 10, 2023, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Others Present:

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 the change of control of a certain industrial development facility more particularly described below (Alder Creek Beverages, LLC Facility).

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

	Aye	Nay	Abstain
Ferris Betrus	_____	_____	_____
Michael Fitzgerald	_____	_____	_____
David Grow	_____	_____	_____
Mary Faith Messenger	_____	_____	_____
Kirk Hinman	_____	_____	_____
Eugene Quadraro	_____	_____	_____
Steve Zogby	_____	_____	_____

RESOLUTION AUTHORIZING THE AGENCY TO CONSENT TO THE CHANGE OF CONTROL OF THE ALDER CREEK BEVERAGES, LLC FACILITY AND TO EXECUTE RELATED DOCUMENTS.

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"), Oneida County Industrial Development Agency (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, Alder Creek Beverages, LLC (the "Company") previously requested that the Agency provide certain financial assistance, consisting of exemptions from sales and use taxes and reduction of real property taxes (the "Financial Assistance"), for a project consisting of acquisition and renovation of a 240,000± square foot building (the "Improvements") situated on a 1,679± acre parcel of land located at One Nirvana Plaza, 12044 State Route 12, Town of Boonville, Oneida County, New York, together with all water rights associated therewith (collectively, the "Land"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacture of bottled spring water for distribution to retail sales outlets (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, the Company leases the Facility to the Agency pursuant to a Lease Agreement dated as of February 1, 2017 (the "Lease Agreement"); and

WHEREAS, the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of February 1, 2017 (the "Leaseback Agreement"); and

WHEREAS, the Facility is the subject of that certain Payment-in-Lieu-of-Tax Agreement by and between the Agency and the Company, dated as of February 1, 2017 (the "PILOT Agreement"); and

WHEREAS, payments under the PILOT Agreement are made pursuant to the terms of a PILOT Payment Escrow Account Agreement by and among the Agency, the Company and Adirondack Bank (the "PILOT Escrow Agreement"); and

WHEREAS, the Facility is also the subject of an Environmental Compliance and Indemnification Agreement by and between the Agency and the Company, dated as of February 1, 2017 (the "Environmental Compliance Agreement"); and

WHEREAS, the Facility is also the subject of a Job Creation and Recapture Agreement by and between the Agency and the Company, dated as of February 1, 2017 (the "Recapture Agreement" and together with the Lease Agreement, the Leaseback

Agreement, the PILOT Agreement, the PILOT Escrow Agreement and the Environmental Compliance Agreement, the “Agency Documents”); and

WHEREAS, by letter dated January 26, 2023, the Company notified the Agency that, on or about January 31, 2023, it intends to transfer 100% of the ownership interest of its members, Wade Abraham and Paul Rayhill (collectively, the “Original Members”) to Nirvana Water Sciences Corp. (the “New Sole Member”); and

WHEREAS, under the terms of the Leaseback Agreement, such transfer of membership interest from the Original Members to the New Sole Member (the “Change of Control”) requires the prior written consent of the Agency; and

WHEREAS, based on information provided by the Company, the Company is in compliance with all conditions of the Agency Lease Documents, will operate the Facility, and will remain primarily liable for all of the obligations of the Company under the Agency Lease Documents; and

WHEREAS, the Company has requested the Agency consent to the Change of Control.

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 Change of Control 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 Change of Control is reasonably necessary to induce the Company to maintain and expand its business operation in the State of New York; and

(e) It is desirable and in the public interest for the Agency to consent to the Change of Control.

Section 2. In consequence of the foregoing, the Agency hereby determines to consent to the Change of Control, subject to the Company fulfilling the following condition(s) to the satisfaction of the Agency:

- The New Sole Member shall execute and deliver a Closing Certificate of the Company affirming it is aware of its obligations under the Agency Documents and providing organizational documents, in a form acceptable to Agency counsel; and
- The Company creating an additional twenty (20) full time equivalent positions prior to the end of the eighth year of the Lease Term and retaining all for the balance of the Lease Term.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the Change of Control, and all acts heretofore taken by the Agency with respect to such sale, assignment and financing are hereby approved, ratified and confirmed.

Section 4.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver all 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 5. 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 6. This resolution shall take effect immediately.

AMENDMENT TO FEBRUARY 10, 2023 RESOLUTION

Date: March 28, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency"), held at 584 Phoenix Drive, Rome, New York at 8:00 a.m. on March 28, 2023, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Others Present:

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 an amendment to the February 10, 2023 resolution pertaining to the change of control of a certain industrial development facility more particularly described below (Alder Creek Beverages, LLC Facility).

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

	Aye	Nay	Abstain
Ferris Betrus	_____	_____	_____
Michael Fitzgerald	_____	_____	_____
David Grow	_____	_____	_____
Mary Faith Messenger	_____	_____	_____
Kirk Hinman	_____	_____	_____
Eugene Quadraro	_____	_____	_____
Steve Zogby	_____	_____	_____

WHEREAS, the Agency adopted a resolution on February 10, 2023 (the "Change of Control Resolution") consenting to a Change of Control Transaction relating to the Alder Creek Beverages, LLC (the "Company") Facility; and

WHEREAS, the Agency conditioned its consent on the Company creating an additional twenty (20) full time equivalent positions prior to the end of the eighth year of the Lease Term and retaining all for the balance of the Lease Term; and

WHEREAS, the Agency now wishes to amend the Change of Control Resolution to omit said condition.

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

1. The condition that the Company create an additional twenty (20) full time equivalent positions prior to the end of the eighth year of the Lease Term and retaining all for the balance of the Lease Term is hereby omitted.

2. This resolution shall take effect immediately.

END OF RESOLUTION

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 annexed extract of the minutes of the meetings of the Oneida County Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on February 10, 2023 and on March 28, 2023 with the original thereof on file in my office, and that the same is a true and correct copy 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.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of March 28, 2023.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna Papale, Secretary

TERMS OF FINANCIAL ASSISTANCE
Board Summary

General Project Information

Company: Griffiss Local Development Corporation Master PILOT

Description of Project:

Request that the OCIDA continue to retain fee ownership of the Griffiss Properties with Agency's real property tax exempt status to promote, encourage and assist the GLDC in its development of the Developable Properties and its stewardship of the Open Space Properties and will thereby advance the job opportunities, general prosperity and economic welfare of the residents of Oneida County at the Griffiss Business and Technology Park. The OCIDA's continued involvement at Griffiss will further (a) attracting new businesses, (b) growing existing businesses, (c) stimulating additional private investment, (d) creating and/or retaining jobs (particularly private sector jobs), (e) strengthening the competitive position of the Air Force Research Lab (a major economic driver in our area), (f) generating additional tax/PILOT payment revenues for the benefit of the County of Oneida, the City of Rome and the Rome City School District, and (g) enhancing the area's quality of life through the Company's continued stewardship of the Open Space Properties (e.g., the Sculpture Park, the trail system, the disc golf course, etc.), all of which has long been a priority for region.

Type of Facility: industrial, commercial, retail, market rate housing, community solar, community facilities, vacant land, utilities

Will Project involve the abandonment of a facility? No

Request for Financial Assistance

PILOT - Length of PILOT: 10 years

Affected Tax Jurisdictions: County of Oneida, City of Rome, Rome School District

Describe PILOT Payments: 100% Exempt

Deviation from UTEP: Yes

Current real estate taxes or current PILOT on property: \$9,278,164 (with disclaimer)

Estimated PILOT Benefit (with disclaimer): PILOT Benefit Total - \$ 6,781,293 (6j)

Company Obligations for Financial Assistance

- There is no job development associated with this PILOT
- Continue with the efforts set forth in the Memorandum of Understanding (MOU) executed among the parties at the time of the BRAC realignment of which the OCIDA, Air Force, GLDC, taxing jurisdictions, and others
- Continue the development and redevelopment of the GB&TP and the continued stewardship of the open spaces and undevelopable parcels

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.

Griffiss Master Lease/PILOT Consolidation & Extension

Project Name

Date of Submission

March 28, 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: Griffiss Local Development Corporation

1(b) Principal Address: 584 Phoenix Drive
Rome, New York 13441

1(c) Telephone/Facsimile Numbers: Telephone:(315) 338-0393
Facsimile: (315) 338-5694

1(d) Email Address: sjdimeo@mvedge.org

1(e) Federal Identification Number: 16-1471446

1(f) Contact Person: Steven J. DiMeo, Authorized Representative

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 #: _____

DISC
 Other(specify) Not-For-Profit Local Development Corporation

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.

Name	Address	Percentage of Ownership
Applicant is a not-for-profit local development corporation. There are no persons or entities which have "equity holdings" in Applicant. The members of Applicant are its voting directors. Applicant's members have no interest in the earnings, assets or property of Applicant.		

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

Applicant holds a 99.99% membership interest in Cardinal Griffiss Realty, LLC ("CGR"), a New York limited liability company. Applicant also holds a 55% membership interest in 99 Otis Street, LLC, ("99 Otis"), a New York limited liability company. For accounting purposes, CGR and 99 Otis are considered to be subsidiaries of Applicant.

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: Joseph E. Saunders , Esq.
Firm: Saunders Kahler, L.L.P.
Address: 185 Genesee Street
Utica, New York 13501
Telephone/Fax: Telephone: (315) 733-0419; Facsimile: (315) 724-8522
Email: jsaunders@saunderskahler.com

3(b) Applicant's Accountant

Name/Title: Maureen J. Carney
Firm: Mohawk Valley EDGE
Address: 584 Phoenix Drive
Rome, New York 13441
Telephone/Fax: Telephone: (315) 338-0393; Facsimile (315) 338-5694
Email: mcarney@mvedge.org

Business Description

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

The Applicant is the entity primarily responsible for the re-development of the former Griffiss Air Force Base ("Griffiss AFB"), including that 1,600± acre portion thereof known as the Griffiss Business & Technology Park (the "Griffiss Business Park"). Applicant has developed, and is developing, the Griffiss Business Park in accordance with the Master Reuse Strategy for Griffiss AFB prepared by Hamilton, Rabinowitz & Alschuler, Inc. and others (circa 1995).

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.

A Project Description is attached hereto and made a part hereof as Exhibit A.

Reasons for Project

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

The Applicant's reasons for undertaking the Project are set forth in the Project Description attached hereto and made a part hereof as Exhibit A.

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

The Agency's involvement is necessary to assure (a) that Applicant's Developable Properties will be exempt from real property taxes for at least another ten (10) exemption years and (b) that Applicant's Open Space Properties will be exempt from real property taxes for at least another forty-nine (49) exemption years.

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 possibility exists that the Applicant would be unable to successfully continue the economic re-use and re-development of the former Griffiss AFB, including the Griffiss Business Park, which economic re-use and re-development generally is desired by the leadership of the affected tax jurisdictions, regional business leaders, and the region's citizenry.

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).

Since its formation in 1994, the Applicant has secured financial assistance in terms of its funding from various sources including the Federal Government and the State of New York (including various of its agencies, departments, public benefit corporations and other instrumentalities) to assist it with its mission of developing and/or redeveloping Griffiss.

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.

The United States Department of Commerce, Economic Development Administration awarded a \$2,580,000 grant to Applicant to assist Applicant in its efforts to convert seven (7) buildings at Griffiss from steam heat to natural gas heat. Additionally, New York State recently awarded Applicant \$1,000,000 in base redevelopment funding to be used by Applicant to undertake improvements and expand the availability of childcare services at Griffiss.

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

- Add Housing Addendum Residential housing (specify) _____ %
- Pollution Control (specify) _____ %
- Environmental (e.g., Brownfield) (specify) _____ %
- Add Solar Addendum Other (specify ie; renewable energy) _____ %

Re-development of former USAF Facility. General economic re-use, development and/or re-development of former Griffiss AFB.

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) Re-development of former USAF Facility. General economic re-use, development and/or re-development of former Griffiss AFB. _____

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) | \$ _____ |
| <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:**

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.

Applicant is requesting its existing Master PILOT Agreement to be amended to include the lands covered by the GLDC Facility XVI PILOT Agreement in addition to the land currently covered by the existing GLDC Master PILOT and that the term of the GLDC Master PILOT (and accompanying Lease Agreement) be extended for an additional (a) ten (10) exemption years with respect to the Developable Properties and (b) forty-nine (49) exemption years for the Open Space Properties.

**** 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:

For the most part, the land comprising the Developable Property, the Open Space Property and the Railroad Property do not have a specific street addresses.

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.)?

Applicant currently uses the Developable Property, the Open Space Property and the Railroad Property in furtherance of its corporate purposes. Prior thereto, the facility site was part of Griffiss AFB and was used for multiple purposes associated with an active

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

Griffiss Business Redevelopment District (GB)

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.*

Please see the Project Description attached hereto and made a part hereof as Exhibit A.

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.

Not Applicable.

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

Construction Commencement: _____

Construction completion: _____

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.

Generally, any projects which take place on the Developable Properties would at a minimum require site plan approval from the City of Rome Planning Board, a City of Rome Building Permit. Depending on the nature and/or character of such project, additional federal and/or state permits, approvals and/or authorizations may be required.

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? unknown 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.

Rome

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? _____%. **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: Oneida County Industrial Development Agency
Address: 584 Phoenix Drive
Rome, New York 13441
Telephone: (315) 338-0393
Balance of Mortgage: N/A
Holder of Mortgage: N/A

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.

Please see Project Description attached hereto and made a part hereof as Exhibit A.

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.

Please see Project Description attached hereto and made a part hereof as Exhibit A.

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.

A significant amount of the Open Space Property is currently used by the public (e.g., the Sculpture Park, the trail system and the disc golf course).

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.

Not applicable

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.

Not applicable.

10(c) What is the useful life of the equipment? _____ 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.

0

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.

See Project Description attached hereto and made a part hereof as Exhibit A.

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

Please see Project Description attached hereto and made a part hereof as Exhibit A.

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:

Not applicable.

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	\$	0	
Furniture & Fixtures	\$	0	
Installation costs	\$	0	
Architectural & Engineering	\$	0	
Legal Fees (applicant, IDA, bank, other counsel)	\$	0	
Financial (all costs related to project financing)*	\$	0	
Permits (describe below)	\$	0	
Other (describe below) ie: solar decommissioning expense)	\$		

Other:	Cost:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Subtotal \$

Agency Fee¹ \$ Applicant requests waiver

Total Project Cost \$

* 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: ----- \$ N/A

Equity (excluding equity that is attributed to grants/tax credits) -- \$ N/A

Tax Exempt Bond Issuance (if applicable) ----- \$ N/A

Taxable Bond Issuance (if applicable) ----- \$ N/A

Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.----- \$ N/A

Identify each Public state and federal grant/credit:

Comments:

Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	

Total Sources of Funds for Project Costs: \$

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
See: Exhibit C					

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 North Washington Street

Rome, New York 13440

13(e) Address of Receiver of School Taxes:

Rome City School District

Bell Road

Rome, New York 13340

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:

- o Up to a \$1.0 Million project - \$5,000
- o Above \$1.0 Million project up to \$10.0 Million project – ½ of 1% of total project cost.
- o 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.
- o 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

Steven J. DiMeo, being first duly sworn, deposes and says:

1. That I am the Authorized Representative (Corporate Office) of Griffiss Local Development Corporation (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That 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 22 day of March, 2023.

(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: Joseph E. Saunders

Title: Attorney

Date: March 22, 2023

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 Zoghy

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 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 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.

Major Shortfall Occurs:	Percentage of Initial Benefit
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



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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.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. 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? b. 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?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: 22 Signature: <i>Laura Cohen</i> Title: _____		

EXHIBIT A

PROJECT DESCRIPTION

Background

In 1993, the Federal Government decided to close and/or realign Griffiss AFB in Rome, New York and transfer the 1,600± acres of surplus federal property (and the buildings and other improvements situate thereon) created by such closure and/or realignment to local ownership and control for the purpose of undertaking the development and/or redevelopment thereof.

To pave the way for such development and/or redevelopment, the Agency executed a Memorandum of Understanding whereby it agreed to act as the “local reuse authority” and accept from the Federal Government the fee title to the surplus Griffiss properties (collectively, the “Griffiss Properties”). The Agency did this in recognition of the need for and the importance of a having public body accept responsibility for the development, redevelopment and/or stewardship of the Griffiss Properties, especially given that these properties are located in an area designated as an economic development zone (Empire Zone) and, thus, in a “highly distressed area” (as defined in Section 854 (18) of the General Municipal Law).

To assist the Agency in its endeavors, Griffiss Local Development Corporation (the “Company” or “GLDC”) was formed in 1994 as a Section 501(c)(3) not-for-profit local development corporation. Under its Certificate of Incorporation, the Company is operated exclusively for the charitable and public/quasi-public purposes of:

participating in the development and implementation of a comprehensive strategy to maintain, strengthen and expand the uses and viability of the former Griffiss Air Force Base in the City of Rome and Oneida County.

To make possible the Company’s development and/or redevelopment efforts at Griffiss, particularly that portion thereof known as the Griffiss Business Park, the Agency has leased the Griffiss Properties to the Company for the past 20+ years pursuant to various lease agreements because the Company is the entity best suited to foster and oversee the development and/or redevelopment of the Griffiss Properties.

At present, the Griffiss Properties owned in fee by the Agency (which are shaded in purple on the map attached to the Application as **Exhibit A-1**) are leased by the Agency to the Company pursuant to three lease agreements: (1) a Lease Agreement dated as of July 1, 2012 (the “GLDC Master Lease”), (2) a Lease Agreement dated as of November 1, 2012 (the “GLDC Facility XVI Lease”) and (3) a Lease Agreement dated as of August 1, 2013 (the “GLDC Facility XVII Lease”). The GLDC Master Lease, the GLDC Facility XVI Lease and the GLDC Facility XVII Lease are hereinafter sometimes collectively referred to as the “GLDC Leases”.¹

¹ Pursuant to each of the GLDC Leases, GLDC (a) has the right at any time during the lease term to acquire, for nominal consideration, the fee title to all or any portion of the leased premises described therein not previously conveyed out to a third party, (b) has the obligation to acquire such fee title at the end of the lease term, and (c) bears all of the financial and other responsibilities typically borne by the fee owners of real property.

The GLDC Master Lease is accompanied by a PILOT Agreement between the Agency and the Company dated as of July 1, 2012 which exempts the Company from paying any real property taxes on the leased premises described in the GLDC Master Lease (the “GLDC Master PILOT Agreement”). The GLDC Facility XVI Lease is accompanied by a PILOT Agreement between the Agency and the Company dated as of November 1, 2012 which exempts the Company from paying any real property tax on the leased premises described in the GLDC Facility XVI Lease (the “GLDC Facility XVI PILOT Agreement”), and the GLDC Facility XVII Lease is accompanied by a PILOT Agreement between the Agency and the Company dated as of August 1, 2013 which exempts the Company from paying real property taxes on the leased premises described in the GLDC Facility XVII Lease (the “GLDC Facility XVII PILOT Agreement”). The GLDC Master PILOT Agreement, the GLDC Facility XVI PILOT Agreement and the GLDC Facility XVII PILOT Agreement are hereinafter sometimes collectively referred to as the “GLDC Zero PILOT Agreements”.

By virtue of the 20+ year “straight lease” arrangement that has existed between the Agency, as fee owner and landlord, and the Company, as tenant, the Company has been able to develop and/or redevelop Griffiss by, among other things:

- (a) donating 76± acres of land to the Rome City School District to enable the construction of the new Rome Free Academy and related facilities;
- (b) demolishing and removing over 2 million sq. ft. of Air Force building fabric in order to create additional developable property at Griffiss;
- (c) constructing, reconstructing, installing and/or reinstalling critical infrastructure at Griffiss including various roads and utility lines;
- (d) selling and/or leasing existing buildings and/or parcels of vacant property to third-party end-users to facilitate industrial, commercial and housing development at Griffiss;
- (e) creating and maintaining a sculpture park, disc golf course and trail system for use by the public at Griffiss; and
- (f) strengthening the position of the Air Force Research Laboratory, a major contributor to the local economy.

As is more particularly outlined in a PowerPoint Presentation entitled “Griffiss Business and Technology Park – 2022 Investment”, a copy of which is attached to the Application as **Exhibit A-2**, since 1995 GLDC has overseen the investment of more than \$950 million in the Griffiss Business Park, much of which is private-sector investment, as well as the creation and/or retention of over 6,000 jobs, most of which are private-sector jobs. Due to the Company’s efforts, the Griffiss Business Park is now home to more than 80 businesses and generates real property tax/or PILOT payment revenue in excess of \$4.3 million annually for the benefit of the County of

Oneida, the City of Rome and the Rome City School District (from properties that were exempt from real property tax for 50+ years while under the Federal Government's ownership).

The Griffiss Properties comprising the leased premises covered by the GLDC Master Lease, the GLDC Facility XVI Lease, and the GLDC Facility XVII Facility Lease, and subject to the GLDC Master PILOT Agreement, the GLDC Facility XVI PILOT Agreement, and the GLDC Facility XVII PILOT Agreement, respectively, can be divided into two broad categories: (1) vacant lands which are readily developable (collectively, the "Developable Properties") and (2) lands which are devoted primarily to common area or public uses or lands which have been set aside for conservation purposes such as the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the "Open Space Properties"). The Developable Properties consist of 113 ± acres of land and the Open Space Properties consist of 927 ± acres of land. Attached to the Application as **Exhibit B** is a map depicting the Developable Properties (shaded in blue) and the Open Space Properties (shaded in green).

As a Section 501(c)(3) not-for-profit local development corporation which is using the property at Griffiss in furtherance of its corporate purposes, the Company would ordinarily be deemed to be exempt from real property taxes in its own right under Section 420-a of the Real Property Tax Law. However, as a precautionary measure and to forestall any argument to the contrary, the Agency always has entered into "zero PILOT agreements" with the Company such as the GLDC Zero PILOT Agreements so that there can be no dispute that the premises covered thereby are exempt from real property tax. With the GLDC Zero PILOT Agreements in place, the Company has been able to concentrate on carrying out its core mission of developing and/or redeveloping Griffiss without the necessity and uncertainty of having, each year, to apply for and justify a Section 420-a real property tax exemption to the local tax assessor.

GLDC's Application for Financial Assistance

The GLDC Leases (and accompanying GLDC Zero PILOT Agreements) are scheduled to expire in the near future. In order to position the Company so that it can continue its development and/or redevelopment efforts at Griffiss, the Company is applying to the Agency for the following:

- (a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease;
- (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased described in the GLDC Master Lease (as so amended and restated); and
- (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows:

- (i) for an additional ten (10) exemption years as to the Developable Properties; and
- (ii) For an additional ten (10) exemption years as to the Open Space Properties.²

GLDC anticipates being able to develop a substantial portion of the Developable Properties over the next ten (10) years. As for the Open Space Properties which, in many respects, are the functional equivalent of “forever wild” lands or parklands, GLDC views them as providing “quality of life” amenities to the Griffiss Business Park which facilitate its efforts to develop and/or redevelop the Developable Properties.

Estimated Value of Requested Exemption from Real Property Taxes

According to the Rome City Assessor’s records, the current combined assessed value of the Griffiss Properties is \$30,319,199 (the “Current Combined Assessed Value”). However, for the purposes of estimating the maximum value of the Company's requested 10-year exemption from real property taxes, the Company submits this number should be adjusted downward to reflect the following:

- (a) the lands comprising the Griffiss roadway system and other Griffiss public infrastructure (e.g., the water distribution system, the sanitary sewer system and the storm water drainage system) which the City of Rome has maintained and/or repaired for many years pursuant to the October 1, 2003 Service Fee Payment Agreement, are slated to be conveyed to the City sometime this year. The Company estimates that of the \$30,319,199 Combined Current Assessed Value of the Griffiss Properties, \$12,225,700 thereof is attributable to the Griffiss roadway system and other Griffiss public infrastructure.
- (b) various of the Griffiss Properties appear to be substantially over-assessed including the former Weapons Storage Area (Tax Parcel I.D. No. 224.000-1-6.1), the landfills (Tax Parcel I.D. Nos. 224.000-1-8 and 243.000-1-1.25), and the sandhill area (Tax Parcel I.D. No. 243.000-1-1.22). The Company estimates that of the \$30,319,199 Current Combined Assessed Value, \$8,365,376 thereof is attributable to these over-assessments.
- (c) The lands comprising Parcel F10A (Tax Parcel I.D. No. 206.000-2-76) and Parcel F3B (Tax Parcel I.D. No. 224.000-1-3.1) are slated to be conveyed to the City of Rome sometime this year pursuant to the October 1, 2003 Service Fee Payment Agreement. The Company estimates that of the \$30,319,199 Current Combined Assessed Value, \$449,959 thereof is attributable to Parcel F10A and Parcel F3B.

² It is Applicant’s intent that the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated) cover all of the lands currently covered by the GLDC Leases and GLDC Zero PILOT Agreements, whether or not those lands are specifically referred to in this Application and/or have been assigned a specific Tax Parcel I.D. Number. Generally speaking, the lands to be covered by the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated) would include all of the lands comprising the original Griffiss Properties conveyed by the Federal Government to the Agency, less and excepting therefrom those portions thereof which have been conveyed out to third parties or which have been otherwise released from the GLDC Leases and GLDC Zero PILOT Agreements.

Based on the foregoing adjustments, the Company would subtract the sum of \$21,041,035 from the \$30,319,199 Current Combined Assessed Value to obtain an adjusted combined assessed value of \$9,278,164 (the “Adjusted Combined Assessed Value”).

As stated above, the Company takes the position that it would be entitled to an exemption from real property tax in its own right pursuant to Section 420-a of the Real Property Tax Law if the Griffiss Properties were placed in its name. If the Company’s position were upheld, the value of the requested exemption from real property tax would be \$0.00. If, on the other hand, the Company’s position were determined to be incorrect, either in whole or in part, the Company estimates that over the requested 10-year exemption term, based on the \$9,278,164 Adjusted Combined Assessed Value of the Griffiss Properties, the maximum value of the 10-year tax exemption would be \$6,781,293.

To summarize, the Company submits the estimated value of the requested 10-year exemption from real property taxes ranges between \$0 and \$6,781,293.

Conclusion

Since the closure and/or realignment of Griffiss AFB was announced by the Federal Government, and the occurrence of the severe economic dislocation caused thereby, particularly in the City of Rome and County of Oneida, the Agency and the Company have worked closely together to promote the development and/or redevelopment of Griffiss. Although their efforts have been successful so far, much work remains to be done.

The Agency’s continued fee ownership of the Griffiss Properties, the continued leasing of the Griffiss Properties to the Company, and the continued extension of the Agency’s real property tax exempt status to the Griffiss Properties, will promote, encourage and assist the Company in its development and/or redevelopment of the Developable Properties and its stewardship of the Open Space Properties and will thereby advance the job opportunities, general prosperity and economic welfare of the residents of Oneida County. Moreover, the Agency’s continued involvement at Griffiss will further the development and/or redevelopment thereof by, among other things, (a) attracting new businesses, (b) growing existing businesses, (c) stimulating additional private investment, (d) creating and/or retaining jobs (particularly private sector jobs), (e) strengthening the competitive position of the Air Force Research Lab (a major economic driver in our area), (f) generating additional tax/PILOT payment revenues for the benefit of the County of Oneida, the City of Rome and the Rome City School District, and (g) enhancing the area’s quality of life through the Company’s continued stewardship of the Open Space Properties (e.g., the Sculpture Park, the trail system, the disc golf course, etc.), all of which has long been a priority for State and local officials.



Griffiss Business and Technology Park

Rationale for Extending GLDC Master PILOT

OCIDA Master PILOT for Undeveloped GLDC Lands enable the growth and impact of Griffiss Park

The nature of the Company and the Properties: Pursuant to its Certificate of Incorporation, the Company is operated “. . . exclusively for the charitable and public/quasi-public purposes of participating in the development and implementation of a comprehensive strategy to maintain, strengthen and expand the uses and viability of the former Griffiss Air Force Base in the City of Rome and Oneida County . . .” The Agency and the Company have been working together since the Company was first established in 1994 to jointly promote redevelopment of the former Griffiss AFB.

The Agency agreed to accept fee title to the Properties from the Air Force under the Memorandum of Understanding, recognizing the importance of a public body accepting responsibility for the stewardship of the Properties. The Agency leases the Properties to the Company as the Company is best suited to operate and oversee development. The Agency’s continued ownership of the Properties and lease of the Properties to the Company, and the extension of the Agency’s exempt status to the Properties, will promote, encourage and assist the Company in its redevelopment of the Developable Properties and in its stewardship of the Open Space Properties and will thereby advance the job opportunities, general prosperity and economic welfare of Oneida County residents.

The economic condition of the area: The Properties are located in an area that has been designated an economic development zone (Empire Zone) pursuant to Article 18-B of the General Municipal Law, and is therefore located in a "highly distressed area" (as defined in Section 854(18) of the New York General Municipal Law). Redevelopment of this particular area (the former Griffiss AFB) has long been a priority for state and local government officials.

The extent to which financial assistance for the Properties will create or retain permanent, private sector jobs: There are more than 6,000 jobs across 76+ companies at Griffiss Business Park – the bulk of which are permanent, private sector jobs. The Company has been successful in facilitating redevelopment of the former Griffiss AFB, and the proposed Agency financial assistance will support the Company in achieving further success **on behalf of the Utica-Rome MSA.**

OCIDA Master PILOT for Undeveloped GLDC Lands enable the growth and impact of Griffiss Park

Impact of the proposed tax exemptions on affected tax jurisdictions: The Properties were tax exempt during the 50+ years they were owned by the Government and the 20+ years they have been owned by the Agency. The continuation of the tax-exempt status would not reduce the amount of tax revenue presently realized by the affected tax jurisdictions. **In fact, it has empowered GLDC to induce development and tax roll growth every year for the past two decades.**

Impact on existing and proposed businesses and economic development projects in the vicinity: Developing the Properties will attract new businesses and investment to the Griffiss Business Park and will also help existing businesses to grow and prosper. Most notably, development of the Park has strengthened the position of the Air Force Research Laboratory, **whose impact on the local economy exceeds \$4 Billion annually.**

The amount of private sector investment generated or likely to be generated: Since 1995 GLDC has overseen the investment of more than \$950 million in public and private funds in developing the Griffiss Business Park, much of which is private-sector investment. **Continuing to develop the remaining Developable Properties will result in new private sector investments to Griffiss Business Park – including increased taxable value, new good-paying jobs, and a stronger economy.**

The extent to which additional sources of revenue for municipalities and school districts will be created: The Company's development of the Griffiss Business Park has created more than 76 businesses and generates real property tax/or PILOT revenue in excess of \$4.3 million annually for the benefit of the County of Oneida, the City of Rome and the Rome City School District. Continued development of the Developable Properties will generate additional tax revenues and/or PILOT payments. **In the past 5 years, alone, GLDC projects have generated more than \$1 million in new revenue to these taxing jurisdictions.**

The extent to which redevelopment will provide a benefit (economic or otherwise) not otherwise available within the municipality: Continued stewardship of the Open Space Properties will enable the continued aesthetic development of the Griffiss Business Park (e.g., the Sculpture Park, pedestrian trails, disc golf course, and other amenities). **These amenities continue to help our employers to attract top-flight talent and enhance the community's fitness, adventure, health, and wellness opportunities.**

Public and Private Investment on Griffiss Park between 1995-2022

	2019	2020	2021	2022	1995-2022 Total
Road Infrastructure/ Airfield Improvements	\$17.33M	\$6M	\$8.6M	\$12.4M	\$131M
Demolition	\$17.3M	-	-	-	\$28.9M
Renovations	\$24.56M	\$14.7M	\$11.2M	\$4.7M	\$233.6M
New Construction	\$11.05M	\$110.9M	\$46.7M	\$23.6M	\$499M
A/E and Fees	\$4.57M	\$8.5M	4.3M	\$1.5M	\$58M
Total Capital Expenditures	\$74,805,600	\$140,149,269	\$70,828,836	\$25,200,000	\$951,020,424

Griffiss Tax Revenue to Municipalities

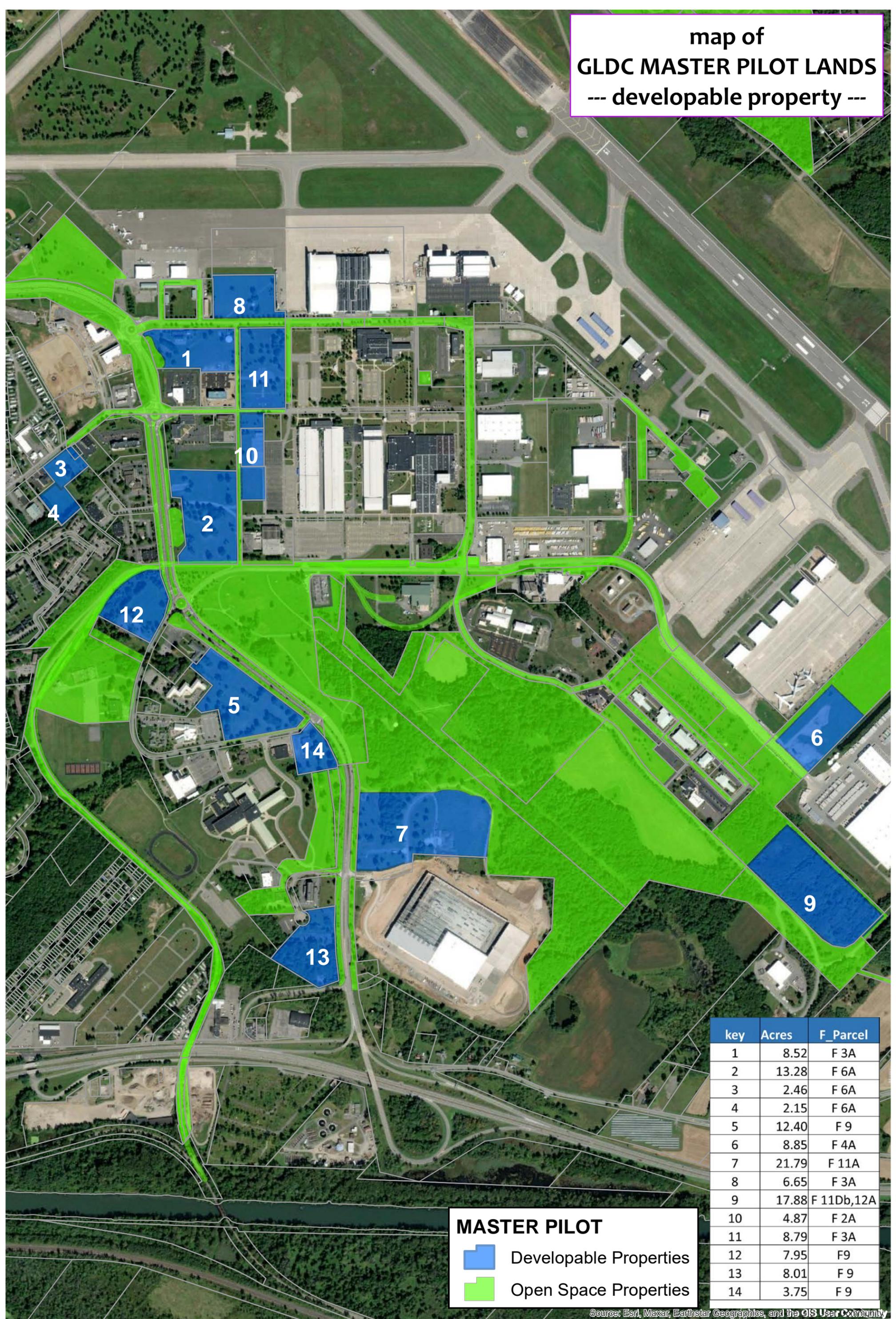
	2017	2018	2019	2020	2021	2022
Total Griffiss Tax Revenue:	\$3,166,450	\$3,299,110	\$3,679,827	\$3,625,802	\$4,006,802	\$4,347,149
Oneida County	\$475,250	\$497,500	\$637,179	\$582,668	\$639,686	\$662,870
Schools	\$1,592,000	\$1,682,350	\$1,844,747	\$1,882,291	\$2,006,234	\$2,370,306
City of Rome	\$1,099,200	\$1,119,260	\$1,197,900	\$1,160,843	\$1,277,605	\$1,313,973

Ecosystem Diversity is key to continued growth and sustainability of Griffiss Park. A wide spectrum of industry and land use insulate the community from economic downturns and unforeseen crises.

- Manufacturing
- Defense
- Financial Services
- Professional
- R&D
- Hospitality
- Child Care
- Education
- Tech Incubator
- Distribution
- Aviation & Aerospace
- Energy Systems
- Residential
- Retail
- Non-Profit
- Conservation
- UAS
- Recreation



map of
GLDC MASTER PILOT LANDS
 --- developable property ---



key	Acres	F_Parcel
1	8.52	F 3A
2	13.28	F 6A
3	2.46	F 6A
4	2.15	F 6A
5	12.40	F 9
6	8.85	F 4A
7	21.79	F 11A
8	6.65	F 3A
9	17.88	F 11Db,12A
10	4.87	F 2A
11	8.79	F 3A
12	7.95	F9
13	8.01	F 9
14	3.75	F 9

MASTER PILOT

- Developable Properties
- Open Space Properties

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



EXHIBIT C

A. Lands covered by July 1, 2012 GLDC Master Lease accompanying PILOT Agreement

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment¹</u>
206.000-2-76	\$11,000	N/A	\$11,000	\$0	unknown
244.000-3-3.1	\$1,302,794	1,198,520	\$2,501,314	\$0	unknown
224.000-1-6.1	\$4,138,100	2,513,300	\$6,651,400	\$0	unknown
224.000-1-8	\$25,000	N/A	\$25,000	\$0	unknown
243.000-1-1.2	\$1,661,700	1,120,450	\$2,782,150	\$0	unknown
243.000-1-1.3	\$206,580	175,000	\$381,580	\$0	unknown
243.000-1-1.6	\$1,184,400	110,000	\$1,294,400	\$0	unknown
243.000-1-1.9	\$253,000	7,380	\$260,380	\$0	unknown
243.000-1-1.11	\$439,000	N/A	\$439,000	\$0	unknown
243.000-1-1.12	\$1,978,900	20,000	\$1,998,900	\$0	unknown
243.000-1-1.14	\$34,000	N/A	\$34,000	\$0	unknown
243.000-1-1.22	\$231,700	N/A	\$231,700	\$0	unknown
243.000-1-1.25	\$746,300	N/A	\$746,300	\$0	unknown

¹ As substantial portion of the leased premises consists of streets and other infrastructure (e.g., the water distribution system, the sanitary sewer and the storm water drainage system) which has been maintained by the City of Rome for years pursuant to the October 1, 2003 Service Fee Payment Agreement and which is slated to be conveyed over to the City of Rome this year. Various of the tax parcels appear to be over assessed.

243.000-1-1.33	\$194,900	41,200	\$236,100	\$0	unknown
243.000-1-1.55	\$58,000	531,650	\$589,650	\$0	unknown
243.000-1-1.57	\$25,000	N/A	\$25,000	\$0	unknown
243.000-1-1.62	N/A	8,700,000	\$8,700,000	\$0	unknown
<u>224.000-1-3.1</u>	<u>\$1,120,000</u>	<u>242,500</u>	<u>\$1,362,500</u>	<u>\$0</u>	<u>unknown</u>

B. Lands covered by November 1, 2012 GLDC Facility XVI Lease and accompanying PILOT Agreement

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment</u>
243.000-1-1.47	\$111,500	N/A	\$111,500	\$0	unknown
243.000-1-1.46	\$1,170,700	N/A	\$1,170,700	\$0	unknown
224.000-1-11	\$203,200	182,900	\$386,100	\$0	unknown
<u>224.000-1-10</u>	<u>\$67,200</u>	<u>N/A</u>	<u>\$67,200</u>	<u>\$0</u>	<u>unknown</u>

C. Lands covered by August 1, 2013 GLDC Facility XVII Lease and accompanying PILOT Agreement

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment</u>
243.000-1-1.51	\$45,824	\$250,000	\$295,825	\$0	unknown
243.000-1-1.52	\$17,500	N/A	\$17,500	\$0	unknown
TOTAL	\$63,325	\$250,000	\$313,325	\$0	unknown
GRAND TOTAL of A, B & C	\$15,226,299	\$15,092,900	\$30,319,199	\$0	unknown

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

GLDC Master PILOT 2023

Name of Applicant: _____

Description of Project: _____

Name of All Sublessees or Other Occupants of Facility: _____

Principals or Parent of Applicant: _____

Products or Services of Applicant to be produced or carried out at facility: Wholesale distributor

Estimated Date of Completion of Project: _____

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

Est. Project Costs

Land	0
demo & site	0
Existing Bldg. Rehab	
Construction of New Building	0
Addition or Expansion	
Engineering/ Architectural Fees	0
Equipment	
Legal Fees (Bank, Bond, Transaction, Credit Provider, Trustee)	0
Finance Charges (Title Insurance, Environmental Review, Bank Commitment Fee, Appraisal, Etc.)	0
Agency Fee	
Other (provide detail)	
TOTAL COST OF PROJECT	0

Assistance Provided by the Following:

EDGE Loan:	
MVEDD Loan:	
Grants - Please indicate source & Amount:	
Other Loans - Please indicate source & Amount:	

Company Information

		Average Salary of these Positions	
Existing Jobs	6200	70000	(Tech survey average is \$100K)
Created Jobs (over three years)	0	0	
Retained Jobs	6200	70000	

Earnings Information for Oneida County

Average Salary of Direct Jobs for Applicant	70000
Average of County Indirect Jobs	25000
Average of Construction Jobs	32000

Note: \$1,000,000 in construction expenditures generates 22 person - years of employment
 Construction Person Years of Employment:

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues	
Direct Jobs			
Created	0	0	
Existing	1302000000	55335000	
Indirect Jobs			
Created	0	0	
Existing	1162500000	49406250	
Construction - only one year			
Person Years	<input type="text"/>	<input type="text" value="0"/>	(assume no construction in yr 1)
TOTALS Calculation of Benefits (3 Year Period)	2464500000	104741250	

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	0	0
	Existing	0.36	468720000	45700200
Indirect Jobs	Created	0.36	0	0
	Existing	0.36	418500000	40803750
Construction - only one year	Person Years	0.36	0	0
TOTAL TAXABLE GOODS & SERVICES			887220000	86503950

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:	
Tax Rate for County:	
	65.44

Real Property Taxes Paid via "direct & indirect" work **27589504**

COSTS:

Real Property Taxes Abated on Improvements Only annual : based upon current \$90M assessment & current tax rate	6,781,293	Amount of Taxes that would be abated by applying PILOT.
Mortgage Tax Abated (1.0%)	0	
Estimated Sales Tax Abated During Constructions Period (8.75%)	0	(40% of the construction and Rehab costs times the NYS & Local Sales tax)

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.

YMENT IN LIEU OF TAX BENEFIT VALUE CALCULAT

To be used as guidance to calculate the PILOT Benefit value on Page 9 of application. Rates and assessments are for

Information on Real Property Proposed For PILOT	
Estimated Assessment in 1,000s	\$ 9,278.164

9278164

Tax Rates Per 1k of Assessment at time of application*	
Oneida County	\$ 10.538131
City or Township**	\$ 20.195915
Village**	\$ -
School District	\$ 34.70654492
Total	\$ 65.44

(Provide)
(Provide)
(Provide)
(Provide)

*Do not include Special District Tax Rates **Verify equalization rates with jurisdiction for parity with other jurisdictions
Annual rate increase factor of 2% is used in calculator

1.02

PILOT VALUE CALCULATOR VALUES			PROPOSED
		Full	OTHER
Year 1 Payment	\$ 66.75	\$ 619,312	0
Year 2 Payment	\$ 68.08	\$ 631,698	0
Year 3 Payment	\$ 69.45	\$ 644,332	0
Year 4 Payment	\$ 70.83	\$ 657,219	0
Year 5 Payment	\$ 72.25	\$ 670,363	0
Year 6 Payment	\$ 73.70	\$ 683,770	0
Year 7 Payment	\$ 75.17	\$ 697,446	0
Year 8 Payment	\$ 76.67	\$ 711,395	0
Year 9 Payment	\$ 78.21	\$ 725,623	0
Year 10 Payment	\$ 79.77	\$ 740,135	0
Total Due:		\$ 6,781,293	0

TOTAL GLDC 10 Year PILOT REDUCTION
#####

Abatement Percentages	Full	OTHER
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

**Inducement Resolution
Griffiss Local Development Corporation
Griffiss Business & Technology Park Facility
Master Lease and PILOT 2023 Extension**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD EXTENDING THE TERM OF THE GLDC LEASES, EXTENDING THE TERM OF THE GLDC ZERO PILOT AGREEMENTS, 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, Griffiss Local Development Corporation, a New York local development corporation (“GLDC”), was formed in 1994 to lead our region’s response to the Federal Government’s decision to close and/or realign the former Griffiss Air Force Base in the City of Rome and Oneida County and has operated exclusively for the charitable and public/quasi-public purposes of participating in the development and implementation of a comprehensive strategy to maintain, strengthen and expand the uses and viability of the former Griffiss Air Force Base, including, without limitation, the Rome Laboratory; and

WHEREAS, in 1999 GLDC requested that the Oneida County Industrial Development Agency (the “Agency”) assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the “Air Force”) of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the “GLDC Facilities”); and

WHEREAS, the Agency determined that the GLDC Facilities 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, and thereby serve the public purposes of the Act and, as such, approved the same; and

WHEREAS, through a number of transactions that transpired between 2000 and 2018, the Air Force conveyed to the Agency fee interest in the GLDC Facilities and the Agency leased each of the GLDC Facilities to GLDC under a number of sale-leaseback transactions; and

WHEREAS, over the years the Agency has divested itself of a number of the GLDC Facilities and currently retains fee ownership in lands at Griffiss Park that can be divided into two broad categories:

(A) 113 ± acres of vacant lands which are developable (collectively, the “Developable Properties”); and

(B) 927 ± acres of lands which are devoted primarily to common area or public uses or lands which have been set aside for conservation purposes such as the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the “Open Space Properties”); and

WHEREAS, the Agency currently leases the Developable Properties and the Open Space Properties (collectively, the “GLDC Properties”) to GLDC pursuant to: (1) a Lease Agreement dated as of July 1, 2012 (the “GLDC Master Lease”), (2) a Lease Agreement dated as of November 1, 2012 (the “GLDC Facility XVI Lease”) and (3) a Lease Agreement dated as of August 1, 2013 (the “GLDC Facility XVII Lease” and together with the GLDC Master Lease and the GLDC Facility XVI Lease the “GLDC Leases”); and

WHEREAS, the GLDC Properties are fully exempt from real property taxes pursuant to the terms of the following documents: (1) a PILOT Agreement dated as of July 1, 2012 (the “GLDC Master PILOT”); (2) a PILOT Agreement dated as of November 1, 2012 (the “GLDC Facility XVI PILOT”); and (3) a PILOT Agreement dated as of August 1, 2013 (the “GLDC Facility XVII PILOT” and together with the GLDC Master PILOT and the GLDC Facility XVI PILOT, the “GLDC Zero PILOT Agreements”); and

WHEREAS, in order to position GLDC so that it can continue its development and/or redevelopment efforts at Griffiss Park, GLDC has applied to the Agency requesting the following (collectively, the “GLDC 2023 Master Lease Extension Project”):

(a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI

Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease;

- (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased described in the GLDC Master Lease (as so amended and restated); and
- (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows:
 - (i) for an additional ten (10) exemption years as to the Developable Properties; and
 - (ii) for an additional ten (10) exemption years as to the Open Space Properties; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the GLDC Master Lease Extension Project and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency is contemplating approving financial assistance in furtherance of the GLDC 2023 Master Lease Extension Project by extending the Agency's ownership of the GLDC Properties and therefore extending the period of time during which the GLDC Properties will be fully exempt from real property taxes as described above (the "Financial Assistance"), which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy"), and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, the Company estimates the value of the requested Financial Assistance ranges between \$0 and \$6,781,293.00; and

WHEREAS, attached hereto as **Exhibit A** is a presentation submitted by GLDC with its application materials supporting its request that the Agency deviate from its Policy, and below are additional reasons the Agency is deviating from Policy:

[To be edited following Agency discussion at meeting]

WHEREAS, prior to the closing of an amended sale-leaseback transaction, and the granting of any 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 GLDC 2023 Master Lease Extension Project, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of an amended sale-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 B**; and

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

WHEREAS, the Agency has given due consideration to the application of the GLDC and to representations by the GLDC that the proposed amended sale-leaseback transaction is either an inducement to the GLDC to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the GLDC in its industry; 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 GLDC 2023 Master Lease Extension Project may have a significant effect upon the environment, the GLDC has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the “Questionnaire”) with respect to the GLDC 2023 Master Lease Extension Project, a copy of which is on file at the office of the Agency; and

WHEREAS, in connection with the realignment of Griffiss Air Force Base, the Air Force caused to be prepared a final environmental impact statement (“FEIS”) pursuant to the National Environmental Policy Act of 1969 (“NEPA”), assessing the potential environmental impacts of the realignment of the Base, including its conveyance for redevelopment; and

WHEREAS, SEQRA provides that where an FEIS has been prepared pursuant to NEPA, a State Agency has no obligation to prepare an additional statement and may rely upon the federal FEIS to make SEQRA findings; and

WHEREAS, the Common Council of the City of Rome, conducting as lead agency a coordinated SEQRA review of the proposed rezoning of the Base and other actions including the redevelopment of the Base and financing thereof, designated itself as lead agency and determined that the FEIS prepared by the Air Force formed a

sufficient basis for the adoption of SEQRA findings without the preparation of an additional FEIS; and

WHEREAS, the GLDC and the Agency were both SEQRA involved agencies, the coordinated review for which the Common Council of the City of Rome served as lead agency; and

WHEREAS, on October 14, 1998, the Common Council of the City of Rome adopted SEQRA findings and rezoned the property upon which the Facility is located; and

WHEREAS, the Agency has itself also determined that the FEIS prepared by the Air Force provides a sufficient basis for it to adopt SEQRA findings without the preparation of another FEIS and that the Agency adopted such findings in satisfaction of the requirements 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 GLDC 2023 Master Lease Extension Project 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, 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 extend the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated) and enter into an amended sale-leaseback transaction for the purpose of providing financial assistance for the GLDC 2023 Master Lease Extension Project, as reflected in GLDC's application to the Agency and as amended from time to time prior to the closing of the amended sale-leaseback transaction.
 - (c) The SEQRA findings adopted by the Agency previously satisfied the requirements of SEQRA, and no new SEQRA review is required in connection with the GLDC 2023 Master Lease Extension Project.

Section 2. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Agency and the GLDC setting forth the undertakings of the

Agency and the GLDC with respect to the closing of the amended sale-leaseback transaction, and the completion of the GLDC 2023 Master Lease Extension Project (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 GLDC in the GLDC 2023 Master Lease Extension Project, extend the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated), and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of GLDC, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and GLDC upon mutually acceptable terms and conditions for the amendment to 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 amended sale-leaseback transaction and (vii) payment by GLDC of the fees and disbursements of transaction counsel, more particularly described in the Inducement Agreement.

Section 4. The Agency hereby waives its transaction fee in connection with the GLDC 2023 Master Lease Extension Project, consistent with its past action in support of the development of the Griffiss Park.

Section 5. 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 GLDC.

Section 6. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the amended sale-leaseback transaction.

Section 7. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to GLDC and others to prepare, for

submission to the Agency, all documents necessary to effect the amended sale-leaseback transaction.

Section 8.

The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to GLDC; (ii) distribute copies of this resolution (including the reasons for deviating from Policy) and notice of the Hearing by certified mail, return receipt requested, to the Oneida County Executive, the City of Rome Mayor; the Rome City School District Superintendent and the Rome City School District President of Board of Education and (iii) 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 in public session on March 28, 2023 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:
Members Present: WebEx:

EDGE Staff Present:
EDGE Staff Present: WebEx:

Other Attendees:
Other Attendees: WebEx:

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

Voting Aye

Voting Nay

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 and public notice of the date, time and location for the 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 as of _____, 2023.

Shawna Papale, Secretary

EXHIBIT A

RATIONALE FOR EXTENDING GLDC MASTER PILOT

DRAFT

EXHIBIT B

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 the ____ day of April 2023 at ____, local time, at 584 Phoenix Drive, Rome, New York in connection with the following matters:

Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "GLDC") previously requested the Agency assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the "GLDC Facilities").

Over the years, the Air Force conveyed to the Agency fee interest in the GLDC Facilities and the Agency leased each of the GLDC Facilities to GLDC under a number of sale-leaseback transactions. The Agency currently retains fee ownership in lands at Griffiss Park that can be divided into three broad categories: (A) 113 ± acres of vacant lands which are developable (collectively, the "Developable Properties") and (B) 927 ± acres of lands which are devoted primarily to common area or public uses or lands which have been set aside for conservation purposes such as the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the "Open Space Properties"). The Agency currently leases the Developable Properties and the Open Space Properties (collectively, the "GLDC Properties") to GLDC pursuant to: (1) a Lease Agreement dated as of July 1, 2012 (the "GLDC Master Lease"), (2) a Lease Agreement dated as of November 1, 2012 (the "GLDC Facility XVI Lease") and (3) a Lease Agreement dated as of August 1, 2013 (the "GLDC Facility XVII Lease" and together with the GLDC Master Lease and the GLDC Facility XVI Lease the "GLDC Leases"). The GLDC Properties are fully exempt from real property taxes pursuant to the terms of: (1) a PILOT Agreement dated as of July 1, 2012 (the "GLDC Master PILOT"); (2) a PILOT Agreement dated as of November 1, 2012 (the "GLDC Facility XVI PILOT"); and (3) a PILOT Agreement dated as of August 1, 2013 (the "GLDC Facility XVII PILOT" and together with the GLDC Master PILOT and the GLDC Facility XVI PILOT, the "GLDC Zero PILOT Agreements").

In order to position GLDC so that it can continue its development and/or redevelopment efforts at Griffiss Park, GLDC has applied to the Agency requesting

the Agency assist with the following (collectively, the “GLDC 2023 Master Lease Extension Project”): (a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease; (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased described in the GLDC Master Lease (as so amended and restated); and (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows: (i) for an additional ten (10) exemption years as to the Developable Properties; and (ii) for an additional ten (10) exemption years as to the Open Space Properties.

At the end of the lease term, the Agency will convey the GLDC Properties to GLDC.

The Agency is contemplating providing the above described financial assistance in connection with the GLDC 2023 Master Lease Extension Project, which financial assistance is a deviation from the Agency’s Uniform Tax Exemption 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 GLDC or the location or nature of the GLDC 2023 Master Lease Extension Project. Members of the public may listen to the Public Hearing by calling 1-408-418-9388 (Access code: _____). Comments may also be submitted to the Agency in writing or electronically. Minutes of the Public Hearing will be transcribed and posted on the Agency’s website. A copy of the Application for Financial Assistance filed by GLDC with the Agency, including an analysis of the costs and benefits of the proposed GLDC 2023 Master Lease Extension Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: _____, 2023

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

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency GLDC 2023 Master Lease Extension Project Expansion Project

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

Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "GLDC") previously requested the Agency assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the "GLDC Facilities").

Over the years, the Air Force conveyed to the Agency fee interest in the GLDC Facilities and the Agency leased each of the GLDC Facilities to GLDC under a number of sale-leaseback transactions. The Agency currently retains fee ownership in lands at Griffiss Park that can be divided into three broad categories: (A) 113 ± acres of vacant lands which are developable (collectively, the "Developable Properties") and (B) 927 ± acres of lands which are devoted primarily to common area or public uses or lands which have been set aside for conservation purposes such as the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the "Open Space Properties"). The Agency currently leases the Developable Properties and the Open Space Properties (collectively, the "GLDC Properties") to GLDC pursuant to: (1) a Lease Agreement dated as of July 1, 2012 (the "GLDC Master Lease"), (2) a Lease

Agreement dated as of November 1, 2012 (the “GLDC Facility XVI Lease”) and (3) a Lease Agreement dated as of August 1, 2013 (the “GLDC Facility XVII Lease” and together with the GLDC Master Lease and the GLDC Facility XVI Lease the “GLDC Leases”). The GLDC Properties are fully exempt from real property taxes pursuant to the terms of: (1) a PILOT Agreement dated as of July 1, 2012 (the “GLDC Master PILOT”); (2) a PILOT Agreement dated as of November 1, 2012 (the “GLDC Facility XVI PILOT”); and (3) a PILOT Agreement dated as of August 1, 2013 (the “GLDC Facility XVII PILOT” and together with the GLDC Master PILOT and the GLDC Facility XVI PILOT, the “GLDC Zero PILOT Agreements”).

In order to position GLDC so that it can continue its development and/or redevelopment efforts at Griffiss Park, GLDC has applied to the Agency requesting the Agency assist with the following (collectively, the “GLDC 2023 Master Lease Extension Project”): (a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease; (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased described in the GLDC Master Lease (as so amended and restated); and (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows: (i) for an additional ten (10) exemption years as to the Developable Properties; and (ii) for an additional ten (10) exemption years as to the Open Space Properties. At the end of the appropriate lease term, the Agency will convey the GLDC Properties to GLDC.

The Agency is contemplating providing the above described financial assistance in connection with the GLDC 2023 Master Lease Extension Project, which financial assistance is a deviation from the Agency’s Uniform Tax Exemption 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. Fitzgerald then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the GLDC 2023 Master Lease Extension Project. Attached is a listing of the persons heard and a summary of their views.
5. Mr. Fitzgerald then asked if there were any further comments, and, there being none, the hearing was closed at _____ a.m.

Tim Fitzgerald, Assistant Secretary

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 a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on _____, 2023 at _____ local time, 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) the hearing was open for the public to attend and public notice of the date, time and location for said hearing was duly given, (ii) the hearing in all respects was 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

March 22, 2023

RR Project Memo

TERMS OF FINANCIAL ASSISTANCE Board Summary

General Project Information

Company: Mohawk, Adirondack and Northern Railroad Co., Inc./Genesee & Mohawk Valley Railroad Co., Inc.

Description of Project:

Applicants are applying for renewal of the current lease agreement with the OCIDA. The complete real property tax relief provided under the current lease agreement is essential for the continued operation of the rail facilities and uninterrupted railroad transportation operations for its customers which depend upon freight rail service.

Type of Facility: Rail Line Service

Will Project involve the abandonment of a facility? No

Request for Financial Assistance: PILOT

Length of PILOT: 10 years

Affected Tax Jurisdictions: Numerous jurisdictions in Oneida County

Describe PILOT Payments: 100% Exempt

Deviation from UTEP: Yes

Current real estate taxes or current PILOT on property: Zero real property taxes paid

Estimated PILOT Benefit: \$ 1,000,000 estimated

Company Obligations for Financial Assistance

1. Retain 12 existing and create 2 additional. The service they provide to other Oneida County businesses who employ hundreds, is also a major consideration.
2. The existing sale-leaseback transaction shall be converted to a lease-leaseback transaction, and at closing the Agency will reconvey fee title to all property back to the Company subject to the new leasehold estates to be created;
3. The Leaseback Agreement shall include insurance provisions containing such limits and terms to be recommended and approved by the Agency's insurance agent;
4. Due to the unique nature of the Facility being an infrastructure project and to ensure public safety, the Company agrees to regularly maintain the Facility and shall submit with its annual report a summary of annual maintenance activity and expenditures;

5. Evidence that the Company has entered into an agreement with GLDC to continue to provide rail service to Griffiss Business and Technology Park for a minimum of ten years;
6. The following conditions in the existing Lease Agreement shall remain intact:

Section 2.9 Grant of Easements, Licenses and Rights.

(a) The Company agrees not to unreasonably withhold or unreasonably condition access or crossing or utility rights (the “Rights”) to any municipality located in the County of Oneida, and to charge no more for existing and future Rights than actual and reasonable out-of-pocket costs incurred by the Company attendant with the portion of tracks to which the Rights pertain.

(b) The Company agrees not to unreasonably withhold or unreasonably condition easement or license agreements for utilities or access to adjacent private property owners provided however that the Company may charge such private property owners the actual costs incurred by the Company for creating and maintaining, and increased operating costs resulting from, such easements and licenses and further provided that the Company may charge private developers a market price for easements and licenses where other access is available to such private developers but access through and over the Facility is financially and/or practically advantageous to such private developers, and further provided that nothing contained herein shall be deemed or construed to prevent the Company from charging at all times and under all circumstances market prices for easements and licenses for utility (gas, oil, water, electricity, cable, telephone, Internet, etc.) transmission facilities to the extent they do not serve adjoining private property.

(c) The Company agrees to be responsible for regular maintenance and cleanup of the Facility, provided however, that nothing shall preclude the Company from requiring third parties to maintain and keep clean the specific areas covered by their easements or licenses.

(d) The obligations of the Company under this Section 2.9 shall continue so long as the Company enjoys tax exemptions for the Facility by reason of legal ownership of the Facility by the Agency or otherwise.



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.

MA&N and G&MV RAILROADS

Project Name

Date of Submission 21 March 2023

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 Mohawk, Adirondack & Northern Railroad Co., Inc.;
Genesee & Mohawk Valley Railroad Co., Inc.

1(a) Applicant's Legal Name: _____

1(b) Principal Address: 1 Mill Street Suite 101

Batavia, NY 14020

1(c) Telephone/Facsimile Numbers: 585.343.5398

1(d) Email Address: jsh@gvtrail.com

1(e) Federal Identification Number: _____

1(f) Contact Person: John S. Herbrand

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 #: _____

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>
Genesee Valley Transportation Co., Inc.	1 Mill St Ste 101, Batavia, NY 14020	90% of Mohawk, Adirondack & Northern Railroad Co., Inc.
Genesee Valley Transportation Co., Inc.	1 Mill St Ste 101, Batavia, NY 14020	100% of Genesee & Mohawk Valley Railroad Co., Inc.

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

Genesee Valley Transportation Co., Inc. 1 Mill St Ste 101, Batavia, NY 14020 additional ownership info:
 --100% of Depew, Lancaster & Western Railroad Co., Inc.
 --100% of Falls Road Railroad Co., Inc.
 --100% of Delaware-Lackawanna Railroad Co., Inc.
 --81% of Lowville & Beaver River Railroad Co., Inc.

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: John S. Herbrand, Secretary & General Counsel
Firm: Genesee Valley Transportation Co., Inc.
Address: 1 Mill Street Suite 101
Batavia, NY 14020
Telephone/Fax: 585.734.6009
Email: jsh@gvtrail.com

3(b) Applicant's Accountant

Name/Title: James Bowers
Firm: Bowers & Company CPAs
Address: 120 Madison Street, 1700 Equitable Tower, #2
Syracuse, NY 13202
Telephone/Fax: (315) 234-1100
Email: info@bcpllc.com

Business Description

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

PROVIDER OF FREIGHT RAIL SERVICES; LOGISTICS & SHIPPING. GENESEE & MOHAWK VALLEY RAILROAD (G&MV) OWNS TRACKAGE IN UTICA YARD AND ROME, AND PROVIDES RAIL TRANSPORTATION SERVICES TO, AMONG OTHER CUSTOMERS, ANCHOR CUSTOMER SOVENA FOODS ON THE COUNTY-OWNED, FORMER GRIFFISS AIR FORCE BASE (AFB). MOHAWK, ADIRONDACK & NORTHERN (MA&N) OWNS THE UTICA-BOONVILLE (TO LYONS FALLS, LEWIS COUNTY) LYONS FALLS LINE. MOHAWK, ADIRONDACK & NORTHERN RAILROAD PROVIDES SERVICE TO ALL RAIL CUSTOMERS ALONG THE PROPERTIES. THE LYONS FALLS LINE ALSO PLAYS HOST TO ALL ADIRONDACK RAILROAD EXCURSION PASSENGER TRAINS.

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 APPLICANTS, BOTH SHORTLINE RAILROADS, PROVIDE RAIL TRANSPORTATION SERVICES BETWEEN BUSINESSES IN ONEIDA COUNTY AND CSX CORPORATION, THE CLASS I RAILROAD SERVING ONEIDA COUNTY, NEW YORK. IN THE 1990'S, CSX'S PREDECESSOR, CONSOLIDATED RAIL CORPORATION, SOLD ITS LOCAL RAIL TRACK AND OPERATIONS TO THE APPLICANTS BECAUSE DECREASING VOLUMES OF LOCAL RAIL TRAFFIC COULD NOT CONTINUE TO SUPPORT LOCAL RAIL SERVICE BY A CLASS I RAILROAD. SINCE ACQUIRING THE PROPERTIES, THE APPLICANTS HAVE PROVIDED THE ESSENTIAL LINK BETWEEN THE FACTORY "DOCK" AND CSX, BY DELIVERING AND PICKING UP RAIL CARS A VARIOUS LOCATIONS ALONG THEIR LINES AND INTERCHANGING THE RAIL CARS WITH CSX AT UTICA YARD.

Reasons for Project

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

THE SOLE BUSINESS OF THE APPLICANTS IS PROVIDING LOCAL RAIL SERVICE. APPLICANTS ARE APPLYING FOR RENEWAL OF THE CURRENT LEASE AGREEMENT WITH ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY. THE TAX RELIEF PROVIDED UNDER THE CURRENT LEASE AGREEMENT IS ESSENTIAL FOR THE LONG TERM VIABILITY OF LOCAL RAIL SERVICE IN ONEIDA COUNTY.

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

WE ARE SEEKING AN EXTENSION OF THE CURRENT LEASE AGREEMENT BETWEEN THE APPLICANTS AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY. COMPLETE RELIEF FROM PROPERTY TAXES PROVIDED UNDER THE CURRENT LEASE AGREEMENT IS ESSENTIAL FOR CONTINUED OPERATION OF THE ABOVE MENTIONED RAIL FACILITIES AND UNINTERRUPTED RAILROAD TRANSPORTATION OPERATIONS FOR OUR CUSTOMERS WHICH DEPEND UPON FREIGHT RAIL SERVICE.

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:

WITHOUT TAX RELIEF, FUNDS THAT WOULD OTHERWISE BE USED FOR RAILROAD OPERATIONS (INCLUDING, INTER ALIA, TRACK AND LOCOMOTIVE MAINTENANCE) WILL HAVE TO BE PAID TO THE TAXING JURISDICTIONS THROUGH WHICH THE APPLICANTS' RAILROAD PROPERTIES RUN. MAINTENANCE OF TRACK AND LOCOMOTIVES IS ESSENTIAL TO THE LONG TERM PROVISION OF RELIABLE, SAFE, COST EFFECTIVE, RAIL TRANSPORTATION SERVICES.

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

WITHOUT TAX RELIEF, FUNDS USED FOR MAINTENANCE OF TRACK AND LOCOMOTIVES WOULD BE REDUCED, JEOPARDIZING RELIABLE AND TIMELY RAILROAD SERVICES FOR CUSTOMERS. TO ADDRESS THAT ISSUE, THE APPLICANTS MIGHT BE FORCE TO RAISE THEIR RATES FOR PROVIDING RAIL TRANSPORTATION SERVICES, MAKING THE APPLICANTS LESS COMPETITIVE WITH SHORTLINE RAILROADS IN OTHER COUNTIES AND STATES THAT DO NOT HAVE TO PAY PROPERTY, SCHOOL AND SPECIAL DISTRICT TAXES.

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.

THE APPLICANTS CANNOT MOVE THEIR RAILROAD PROPERTIES OUTSIDE OF NEW YORK STATE. HOWEVER, IF THE APPLICANTS WERE TO CUT BACK OR CEASE RAILROAD OPERATIONS, ONEIDA COUNTY INDUSTRIES CURRENTLY SERVED BY THE APPLICANTS MIGHT BE FORCED TO MOVE THEIR OPERATIONS TO OUT-OF-STATE LOCATIONS WHERE RAILROAD TRANSPORTATION SERVICES MAY BE LESS EXPENSIVE.

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.

[Empty response box for 6(e)]

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).

Applicants are currently operating under an expiring Sale-Leaseback-PILOT Agreement covering all rail properties in the county.

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) _____ | 100 | % |

RAILROAD TRANSPORTATION SERVICES IN ONEIDA COUNTY

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) EXTENSION OF CURRENT LEASE-PILOT ARRANGEMENT

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)	\$ _____
<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: \$ 0**

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.

Please see Attachmment 6J hereto.

** 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:
RAILROAD YARD IN UTICA, NY; TRACKAGE IN ROME, NY;
LINE OF RAIL FROM UTICA, NY TO LYONS FALLS, NY
- 7(b) City, Town and/or Village (list ALL incorporated municipalities):
See property tax ID attachment
- 7(c) School District:
See property tax ID attachment
- 7(d) For what purpose was the facility site most recently used (i.e., light manufacturing, heavy manufacturing, assembly, etc.)?
Railroad operations serving freight customers; excursion passenger train operations
- 7(e) Zoning Classification of location of the project:
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.***

THE APPLICANTS, BOTH SHORTLINE RAILROADS, PROVIDE RAIL TRANSPORTATION SERVICES BETWEEN BUSINESSES IN ONEIDA COUNTY AND CSX CORPORATION. CSX'S PREDECESSOR, CONRAIL, SOLD ITS LOCAL RAIL TRACK TO THE APPLICANTS BECAUSE DECREASING VOLUMES OF LOCAL RAIL TRAFFIC COULD NOT SUPPORT LOCAL RAIL SERVICE BY A CLASS I RAILROAD. MA&N ACQUIRED THE UTICA-BOONVILLE LYONS FALLS LINE, AND G&MV ACQUIRED TRACKAGE IN UTICA YARD AND ROME. SINCE ACQUIRING THEIR PROPERTIES, APPLICANTS HAVE CONTINUED TO PROVIDE THE ESSENTIAL RAILROAD LINK BETWEEN THE FACTORY "DOCK" AND CSX, BY DELIVERING AND PICKING UP RAIL CARS A VARIOUS LOCATIONS ALONG THEIR LINES AND INTERCHANGING THE RAIL CARS WITH CSX AT UTICA YARD. UTICA YARD HAS 2 BUILDINGS: AN ENGINE HOUSE CONSTRUCTED BY THE APPLICANTS (5,600 SQ FT) AND A PRE-EXISTING BUILDING (3,000 SQ. FT.)

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.

N/A

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

Construction Commencement: _____

Construction completion: _____

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? 100 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.

The Facility is located in an area that was designated an economic development zone pursuant to Article 18-B of the General Municipal Law, and is therefore located in a "highly distressed area" (as defined in Section 854(18) of the New York General Municipal Law) and remains a targeted area for development.

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? _____%. **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: ONEIDA COUNTY IDA IS THE PRESENT OWNER OF THE FACILITY AND LEASES IT TO APPLICANTS, BUT APPLICANTS WILL BECOME THE OWNER OF RECORD UNDER A NEW LEASE-LEASEBACK AGREEMENT.

Address: _____

Telephone: _____

Balance of Mortgage: 0

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.

ONEIDA COUNTY IDA IS THE PRESENT OWNER OF RECORD OF THE FACILITY AND LEASES IT TO APPLICANTS, BUT APPLICANTS WILL BECOME THE OWNERS OF RECORD UNDER A NEW LEASE-LEASEBACK 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.

APPLICANTS PRESENTLY OPERATED THE FACILITY BUT WILL BECOME THE TITLE OWNERS OF THE FACILITY AND WILL BE THE SOLE OPERATORS OF THE FACILITY UNDER A LEASE-LEASEBACK AGREEMENT.

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.

NO EQUIPMENT IS TO BE ACQUIRED AS PART OF THE PROJECT.

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? _____ 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.

0

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.

Railroad is currently looking to add two maintenance personnel and seeking to grow transloading business which will require additional personnel to manage/run this facility.

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

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

The company will be retaining 12 jobs and creating 2 jobs.

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	601 Main St, Utica, NY 13501					Total
Full-Time Company	12					12
Full-Time Independent Contractors						
Full-Time Leased						
A. Total Full-Time BEFORE	12					12
Part-Time Company						
Part-Time Independent Contractors						
Part-Time Leased						
B. Total FTE Part-Timers BEFORE						
C. Total FTE BEFORE*	12					12

*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	14					14
	Full-Time Independent Contractors						
	Full-Time Leased						
A.	Total Full-Time AFTER	14					14
	Part-Time Company						
	Part-Time Independent Contractors						
	Part-Time Leased						
B.	Total FTE Part-Timers AFTER						
C.	Total FTE AFTER *	14					14

*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	2					2
B.	FTE Part-Timers						
C.	Total AFTER	2					2

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

Provide Any Notes To Job Information Below

NUMBER OF JOBS CREATED, THOUGH VARIABLE, COULD BE IN-EXCESS OF FIGURES SHOWN GIVEN CONTRACTOR AND SUB-CONTRACTOR INVOLVEMENT WITH LARGE-SCALE MAINTENANCE PROJECTS.

APPLICANTS PROVIDE RAIL SERVICE TO A NUMBER OF INDUSTRY FACILITIES LOCATED ALONG THEIR RAIL LINES. IT IS ESTIMATED THAT THE TOTAL EMPLOYMENT AT THOSE FACILITIES IS APPROXIMATELY 1050. SEVERAL YEARS AGO THE APPLICANTS PLAYED A PIVOTAL ROLE IN THE DECISION BY SOVENA USA CORPORATION TO REMAIN AND EXPAND IN ONEIDA COUNTY (AT ROME) RATHER THAN MOVING ITS OPERATIONS TO NEW JERSEY. SOVENA'S CURRENT TOTAL EMPLOYMENT LIKELY EXCEEDS 100 AT ITS FACILITY IN ROME, NEW YORK. BUT FOR THE APPLICANTS' WILLINGNESS WORK WITH ONEIDA COUNTY AND TO MAKE CERTAIN CONCESSIONS TO SOVENA, THESE JOBS WOULD HAVE BEEN LOST TO ONEIDA COUNTY.

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)
Management	\$ 57,500	15 %	\$	%
Administrative	\$	%	\$	%
Production	\$ 47,500	10 %	\$ 43,500	11 %
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$ 50,000	%	\$ 43,500	%

*** 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:

482112

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	\$	
Existing Building(s) RENOVATION	\$	
NEW Building(s) CONSTRUCTION	\$	
Site preparation/parking lot construction	\$	
Machinery & Equipment that is TAXABLE	\$	
Machinery & Equipment that is TAX-EXEMPT	\$	
Furniture & Fixtures	\$	
Installation costs	\$	
Architectural & Engineering	\$	
Legal Fees (applicant, IDA, bank, other counsel)	\$	
Financial (all costs related to project financing)*	\$	
Permits (describe below)	\$	
Other (describe below) ie: solar decommissioning expense	\$	

Other:	Cost:	Subtotal \$	<input type="text" value="0"/>
1. <input type="text"/>	<input type="text"/>		
2. <input type="text"/>	<input type="text"/>		
3. <input type="text"/>	<input type="text"/>	Agency Fee ¹ \$	5,000
4. <input type="text"/>	<input type="text"/>		
5. <input type="text"/>	<input type="text"/>	Total Project Cost \$	<input type="text" value="5,000"/>

* **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

CAPITAL EXPENDITURES:
 Track Maintenance/Improvements 2023 (includes grant investment) – \$2,700,000; Electric Upgrade 2023 – \$58,000; Other Capital (Equipment) 2023 – \$300,000; Future Transload Facility (estimated) - \$2,250,000; Upgrade Bridge 0.83 2025-2026 (pending CRISI grant approval) \$3,400,000.

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: ----- \$ _____

Equity (excluding equity that is attributed to grants/tax credits) -- \$ _____

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.----- \$ _____

Identify each Public state and federal grant/credit:

Comments:

Source	<input type="text"/>	\$	<input type="text"/>	
Source	<input type="text"/>	\$	<input type="text"/>	
Source	<input type="text"/>	\$	<input type="text"/>	
Source	<input type="text"/>	\$	<input type="text"/>	

Total Sources of Funds for Project Costs: \$

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
<small>See attachment with parcel IDs and other requisite info</small>					

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):

13(e) Address of Receiver of School Taxes:

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

See attachment with parcel IDs and other requisite info for question 13 (all)

APPLICANTS HAVE AN IMPECCABLE SAFETY RECORD, ARE REGULARLY COMMENDED BY FEDERAL RAILROAD REGULATORS FOR OUR SAFE OPERATIONS AND ARE WELL INTO A 7TH YEAR OF INJURY FREE OPERATIONS. THESE ACCOMPLISHMENTS CANNOT HAPPEN WITHOUT SIGNIFICANT, DELIBERATE AND CONSTANT INVESTMENT IN EVERY ASPECT OF OUR OPERATION. THE FUNDS MADE AVAILABLE BY HAVING A PILOT AGREEMENT WITH ONEIDA COUNTY CONTRIBUTE TO OUR CONTINUED EXCEPTIONAL MAINTENANCE OF EXISTING TRackage, RELATED RAILROAD INFRASTRUCTURE, EQUIPMENT AND EMPLOYEE SAFETY TRAINING AND EDUCATION.

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:

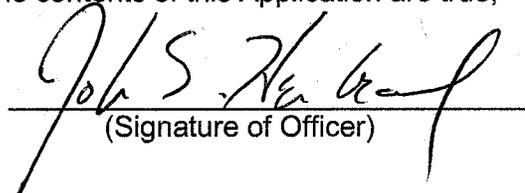
§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment 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 MONROE) ss.:

JOHN S. HERRBRAND, being first duly sworn, deposes and says:

1. That I am the **SECRETARY** (Corporate Office) of MOHAWK, ADIRONDACK & NORTHERN RAILROAD CO., INC. and GENESEE & MOHAWK VALLEY RAILROAD CO., 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.


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 13 day of March, 2023.

Michael J. Villegas Ramos
(Notary Public)

MICHAEL J. VILLEGAS RAMOS
Notary Public, State of New York
No. 01VI6419945
Qualified in Monroe County
Commission Expires July 26, 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: _____

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.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Mohawk, Adirondack & Northern Railroad Co., Inc.; Genesee & Mohawk Valley Railroad Co., Inc.			
Name of Action or Project: Railroad Track Maintenance and Operations			
Project Location (describe, and attach a location map): City of Utica, City of Rome, Utica to Remsen and Boonville (and Lyons Falls, Lewis County).			
Brief Description of Proposed Action: Maintenance and freight rail operation of forty-eight extant miles of railroad track and associated facilities. Hosting of Adirondack Railroad passenger trains.			
Name of Applicant or Sponsor: Mohawk, Adirondack & Northern Railroad Co., Inc.; Genesee & Mohawk Valley Railroad Co.,		Telephone: 585.343.5398 E-Mail: cdmv@gvtrail.com	
Address: 1 Mill Street Suite 101			
City/PO: Batavia		State: NY	Zip Code: 14020
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. 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? b. 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?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Utica Marsh Wildlife Management Area: railroad cuts through middle of marsh (and has for 170 years) _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT 6(J)

MOHAWK ADIRONDACK & NORTHERN RAILROAD CORP. and
GENESEE & MOHAWK VALLEY RAILROAD CO., INC.

APPLICATION FOR FINANCIAL ASSISTANCE

100% exemption from real property taxes

ASSESSMENTS

TOWN	PARCEL #		ASSESSED VALUE	ACRES
MARCY	315-768-4800			
	304400 277.000-1-43		\$801,600	110.07
	304400 744.000-1-1		\$647,590	
BOONVILLE	315-943-2052			
	22.000-1-5	town, MAN		
302601	033.006-3-49	village, MAN	\$25,000	13.44
302601	033.006-3-88	village, IDA	\$10,000	2
302601	033.006-4-8	village, IDA	\$5,600	2.81
302689	048.000-1-4	town, MAN	\$1,800,000	95.03
302689	084.000-2-19	town, MAN	\$50,000	0.25
TRENTON	315-896-2664			
	305801 228.005-2-11	vill. Holland Pat	\$60,233	1
	305807 159.011-1-12	vill. Remsen	\$9,516	1.1
	305889 194.000-2-33.1			
	305889 194.000-2-54	village, Hol. Pat	\$6,000	6
	305889 227.000-1-49		\$88,321	12.1
	305889 658.007-3-1			
	305889 658-089-5-1			
	305889 177.000-1-58			
REMSEN	315-831-5558			
	305289 121.000-1-31			
	305289 140.000-1-3	vill. Remsen		
	305289 752.089-4-1	town Remsen		
	305289 752-089-4-2	town Remsen		
	305201 140.019-1-7	vill. Remsen		
	305201 652.001-3-1	vill. Remsen		
	305201 752.001-1-1	vill. Remsen		
STEUBEN	305-865-5087		active parcels, no assessment, no tax bills	
	305600 756.000-1-1			
	305600 756.000-1-2			
	305600 756.000-1-3			
	305600 756.000-1-4			

305600 756.000-1-5
 305600 756.000-1-6
 305600 756.000-1-7
 305600 756.000-1-8
 305600 756.000-1-9
 305600 756.000-1-10
 305600 756.000-1-11
 305600 756.000-1-12
 305600 756.000-1-13
 305600 756.000-1-14
 305600 756.000-1-15

CITY

ROME

243.017-1-5.1	\$56,522
002.013-76-2	\$8,695
242.074-2-20	\$24,400
259.002-1.2.3	\$38,875
222.000-1-92	\$47,315
242.048-1-22	\$82,309
222-000-1-67	\$21,739
2.013-76-2	
243.000-1-1.2	

UTICA

178572
 17-239170
 318.008-1-53
 318.008-1-60

NYS General Municipal Law requires any application for financial assistance to include an estimated value of each type of tax exemption sought to be claimed by reason of agency involvement in the project. The railroads cite a disclaimer with the below estimate of financial assistance because the properties have been on the exempt tax roll for such a long period of time, it is difficult to calculate the value of financial assistance based on current assessment information. The property has been in the OCIDA name for RR over 20 years and many of the parcels have no tax assessment and/or no railroad tax assessment ceiling calculated by the NYS Office of Real Property Tax Services.

Estimated PILOT Benefit with DISCLAIMER: \$ 80,000 to \$100,000 per year

THE DIRECT-TO-INDIRECT JOB MULTIPLIER RATE LIKELY IS GREATER THAN 2.5 FOR THIS PROJECT. IT IS ESTIMATED THAT COMPANIES SERVED BY THE APPLICANTS WITHIN ONEIDA COUNTY EMPLOY MORE THAN 1050 PERSONS. WITHOUT RAIL SERVICE, MANY OF THESE JOBS WOULD DISAPPEAR. SEVERAL YEARS AGO THE APPLICANTS WERE INSTRUMENTAL IN THE DECISION BY SOVENA TO REMAIN IN ONEIDA COUNTY AND NOT TO RELOCATE IN NEW JERSEY, SAVING UP TO 135 JOBS FOR ONEIDA COUNTY. ADDITIONALLY, MANY MANUFACTURERES WILL NOT CONSIDER LOCATING NEW FACILITIES IN LOCATIONS WITHOUT RAIL SERVICE.

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

Name of Applicant: GVT/ MAN RR

Description of Project: Provisions of shortline rail operations

Name of All Sublessees or Other Occupants of Facility:

Principals or Parent of Applicant: _____

Products or Services of Applicant to be produced or carried out at facility: Rail service to Oneida Co. industrial businesses

Estimated Date of Completion of Project: Existing

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		
Existing Building		
Existing Bldg. Rehab	0	
Construction of New Building		
Addition or Expansion	0	
Engineering/ Architectural Fees		
Equipment	0	
Legal Fees (Bank, Bond, Transaction, Credit Provider, Trustee)		IDA legal fees 8500 to 10500
Finance Charges (Title Insurance, Environmental Review, Bank Commitment Fee, Appraisal, Etc.)		
Agency Fee	5000	
Other (provide detail)		
Commitment fee	1000	refundable at closing
TOTAL COST OF PROJECT	5000	

Assistance Provided by the Following:

EDGE Loan:	
MVEDD Loan:	
Grants - Please indicate source & Amount:	
Other Loans - Please indicate source & Amount:	

Company Information

Average Salary of these Positions

Existing Jobs	12	50000
Created Jobs (over three years)	2	43500
Retained Jobs	12	50000

Earnings Information for Oneida County

Average Salary of Direct Jobs for Applicant	50000
Average of County Indirect Jobs	25000
Average of Construction Jobs	32000

Note: \$1,000,000 in construction expenditures generates 22 person - years of employment

Construction Person Years of Employment:

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	300000	12750
Existing	1800000	76500
Indirect Jobs		
Created	375000	15937.5
Existing	2250000	95625
Construction		
Person Years	0	0
TOTALS Calculation of Benefits (3 Year Period)	4725000	200813

TAXABLE GOODS & SERVICES

	Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs			
Created	36%	108000	10530
Existing	0.36	648000	63180
Indirect Jobs			
Created	0.36	135000	13162.5
Existing	0.36	810000	78975
Construction			
Person Years	0.36	0	0
TOTAL TAXABLE GOODS & SERVICES		1701000	165848

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:	32.32	504000
Tax Rate for Municipality where facility is located:	2.27	
Tax Rate for County:	9.54	
	44.13	512000
Real Property Taxes Paid:	44836.08	

COSTS:

Real Property Taxes Abated on Improvements Only (3 yr. Period):	300000	Amount of Taxes that would be abated by applying PILOT.
Mortgage Tax Abated (1.0%)	0	

Estimated Sales Tax Abated During Constructions Period (.9%)

0

(40% of the construction and
Rehab costs times the NYS &
Local Sales tax)

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.

A handwritten signature in blue ink, appearing to read "J. S. Newland". The signature is written in a cursive style with a long, sweeping underline.

**Inducement Resolution
Mohawk, Adirondack & Northern Railroad Corp./
Genesee & Mohawk Valley Railroad Co., Inc.
2023 Lease and PILOT Extension**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPROVING FINANCIAL ASSISTANCE AND EXTENDING AN EXISTING LEASE, 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, Oneida County Industrial Development Agency (the “Agency”) acquired fee title to a certain industrial development facility consisting of a railroad yard in the City of Utica, trackage in the City of Rome and a line of rail running from City of Utica to the Oneida County – Lewis County line north of Boonville (collectively, the “Improvements”), all situated on a 450± acre parcel of land running through the City of Rome, the City of Utica, the Village of Boonville, the Village of Remsen, the Village of Holland Patent, the Town of Boonville, the Town of Steuben, the Town of Trenton and the Town of Marcy (collectively, the “Land”); and all equipment used in connection with the operation of the Improvements (the “Equipment”), all to be used for the purpose of providing essential rail service to customers in Oneida County (the Land, the Improvements and the Equipment referred to collectively as the “Facility”); and

WHEREAS, the Agency determined that the Facility 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, and thereby serve the public purposes of the Act and, as such, approved the same; and

WHEREAS, the Agency leases the Facility to Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc. (collectively, the “Company”) for its operation pursuant to a First Amended and Restated Lease Agreement dated as of April 15, 2012 (the “First Amended Lease Agreement”); and

WHEREAS, the Facility is fully exempt from real property taxes pursuant to the terms of a First Amended and Restated PILOT Agreement dated April 15, 2012 (the “First Amended PILOT Agreement”); and

WHEREAS, the Company has requested the Agency extend the term of the First Amended Lease Agreement and the First Amended PILOT Agreement for ten years, all to support the Company to continue to provide uninterrupted railroad transportation operations for its customers in Oneida County and to ensure the long term viability of local rail service in Oneida County (collectively, the “2023 Facility Extension”); and

WHEREAS, in its application, the Company has committed to retain 12 existing full time equivalent positions and create 2 additional full time equivalent positions prior to the third extended lease year as a result of the 2023 Facility Extension and as a condition of Financial Assistance (the “Employment Obligation”); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency is contemplating approving financial assistance in furtherance of the Facility by extending the period of time during which the Facility will be fully exempt from real property taxes for a period of ten additional years (the “Financial Assistance”), which Financial Assistance is a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”), and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, the Company estimates the value of the requested Financial Assistance is approximately \$1,000,000.00; and

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

- o The nature of the proposed project: The Company provides necessary rail transportation services between businesses in Oneida County and CSX Corporation.
- o The nature of the property before the project begins: The project has been under a PILOT and an extension under the current terms is essential for the long-term viability of local rail service in Oneida County and uninterrupted railroad transportation operations.

- The economic condition of the area at the time of the application: The Facility is located in an area that was designated an economic development zone pursuant to Article 18-B of the General Municipal Law, and is therefore located in a "highly distressed area" (as defined in Section 854(18) of the New York General Municipal Law) and remains a targeted area for development.
- The extent to which a project will create or retain permanent, private sector jobs: The company will be retaining 12 jobs and creating 2 jobs.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions: It will have no impact on affected tax jurisdictions insofar as the project has been under a 100% PILOT for 20+ years
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County: Increasing of taxes on the project would result in increased fees to the users of the railroad service. The Company provides the sole rail service to the Griffiss Business & Technology Park and several tenants within the Park rely on its service. The company is dedicated to meeting the rail obligations to businesses under the rail lines.
- The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida: The sole business of the Company is to provide essential rail transportation services in Oneida County.

[To be further edited as necessary following Agency discussion at meeting]

WHEREAS, prior to the closing of an amended sale-leaseback transaction, and the granting of any 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 an amended sale-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 of the Company and to representations by the Company that the proposed amended sale-

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, 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, by resolution adopted on March 16, 2012, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the Facility, the Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act; and

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 2023 Facility Extension 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, 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 grant the Financial Assistance in support of the 2023 Facility Extension and enter into an amended sale-leaseback transaction for the purpose of providing continued Financial Assistance for the Facility, as reflected in the Company's application to the Agency and as amended from time to time prior to the closing of the amended sale-leaseback transaction.
 - (c) The SEQRA findings adopted by the Agency previously satisfied the requirements of SEQRA, and no new SEQRA review is required in connection with the 2023 Facility Extension.

Section 2. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the closing of the amended sale-leaseback transaction, and the 2023 Facility Extension (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. (a) The Agency shall assist the Company in the 2023 Facility Extension and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and Company upon mutually acceptable terms and conditions for the amendment to 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 amended sale-leaseback transaction and (vii) payment by Company of the transaction fee and disbursements of the Agency and the fees and disbursements of transaction counsel, more particularly described in the Inducement Agreement.

(b) The Agency's provision of Financial Assistance with respect to the 2023 Facility Extension is also subject to the following conditions:

- i. The existing sale-leaseback transaction shall be converted to a lease-leaseback transaction, and at closing the Agency will reconvey fee title to all property back to the Company subject to the new leasehold estates to be created;
- ii. The Leaseback Agreement shall include insurance provisions containing such limits and terms to be recommended and approved by the Agency's insurance agent;

- iii. Due to the unique nature of the Facility being an infrastructure project and to ensure public safety, the Company agrees to regularly maintain the Facility and shall submit with its annual report a summary of annual maintenance activity and expenditures;
- iv. Evidence that the Company has entered into an agreement with GLDC to continue to provide rail service to Griffiss Business and Technology Park for a minimum of ten years;
- v. The following conditions in the existing Lease Agreement shall remain intact:
 - (a) The Company agrees not to unreasonably withhold or unreasonably condition access or crossing or utility rights (the "Rights") to any municipality located in the County of Oneida, and to charge no more for existing and future Rights than actual and reasonable out-of-pocket costs incurred by the Company attendant with the portion of tracks to which the Rights pertain.
 - (b) The Company agrees not to unreasonably withhold or unreasonably condition easement or license agreements for utilities or access to adjacent private property owners provided however that the Company may charge such private property owners the actual costs incurred by the Company for creating and maintaining, and increased operating costs resulting from, such easements and licenses and further provided that the Company may charge private developers a market price for easements and licenses where other access is available to such private developers but access through and over the Facility is financially and/or practically advantageous to such private developers, and further provided that nothing contained herein shall be deemed or construed to prevent the Company from charging at all times and under all circumstances market prices for easements and licenses for utility (gas, oil, water, electricity, cable, telephone, Internet, etc.) transmission facilities to the extent they do not serve adjoining private property.
 - (c) The Company agrees to be responsible for regular maintenance and cleanup of the Facility, provided however, that nothing shall preclude the Company from requiring third parties

to maintain and keep clean the specific areas covered by their easements or licenses.

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 Company.

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

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

Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to Company; (ii) distribute copies of this resolution (including the reasons for deviating from Policy) and notice of the Hearing by certified mail, return receipt requested, to all affected taxing jurisdictions and (iii) 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 in public session on March 28, 2023 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:
Members Present: WebEx:

EDGE Staff Present:
EDGE Staff Present: WebEx:

Other Attendees:
Other Attendees: WebEx:

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

Voting Aye

Voting Nay

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 and public notice of the date, time and location for the 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 as of _____, 2023.

Shawna Papale, Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearings 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 the ____ day of April 2023 at ____, local time, at 584 Phoenix Drive, Rome, New York and on the ____ day of April 2023 at ____, local time, at Oneida County Office Building, [IDENTIFY LOCATION], 800 Park Avenue, Utica, New York in connection with the following matters:

The Agency acquired fee title to a certain industrial development facility consisting of a railroad yard in the City of Utica, trackage in the City of Rome and a line of rail running from City of Utica to the Oneida County – Lewis County line north of Boonville (collectively, the "Improvements"), all situated on a 450± acre parcel of land running through the City of Rome, the City of Utica, the Village of Boonville, the Village of Remsen, the Village of Holland Patent, the Town of Boonville, the Town of Steuben, the Town of Trenton and the Town of Marcy (collectively, the "Land"); and all equipment used in connection with the operation of the Improvements (the "Equipment"), all to be used for the purpose of providing essential rail service to customers in Oneida County (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

The Agency leases the Facility to Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc. (collectively, the "Company") for its operation pursuant to a First Amended and Restated Lease Agreement dated as of April 15, 2012 (the "First Amended Lease Agreement"). The Facility is fully exempt from real property taxes pursuant to the terms of a First Amended and Restated PILOT Agreement dated April 15, 2012 (the "First Amended PILOT Agreement"). The Company has requested the Agency extend the term of the First Amended Lease Agreement and the First Amended PILOT Agreement for an additional ten years, all to support the Company as it continues to provide uninterrupted railroad transportation operations to its customers and to ensure the long term viability of local rail service in Oneida County (collectively, the "2023 Facility Extension"). At the end of the lease term, the Agency will convey the Facility to Company. The Facility will be initially owned and/or operated by the Company.

The Agency is contemplating providing the above-described financial assistance in connection with the 2023 Facility Extension, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, which is more particularly described in the Inducement Resolution adopted by the Agency on March 28, 2023 and to be confirmed in the final authorizing resolution to be adopted 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 Company or the location or nature of the Facility. Members of the public may listen to the Public Hearing by calling 1-408-418-9388 (Access code: _____). Comments may also be submitted to the Agency in writing or electronically. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. 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 Facility, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: _____, 2023

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

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
Mohawk, Adirondack & Northern Railroad Corp./
Genesee & Mohawk Valley Railroad Co., Inc.
2023 Facility Expansion Project

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

The Agency acquired fee title to a certain industrial development facility consisting of a railroad yard in the City of Utica, trackage in the City of Rome and a line of rail running from City of Utica to the Oneida County – Lewis County line north of Boonville (collectively, the "Improvements"), all situated on a 450± acre parcel of land running through the City of Rome, the City of Utica, the Village of Boonville, the Village of Remsen, the Village of Holland Patent, the Town of Boonville, the Town of Steuben, the Town of Trenton and the Town of Marcy (collectively, the "Land"); and all equipment used in connection with the operation of the Improvements (the "Equipment"), all to be used for the purpose of providing essential rail service to customers in Oneida County (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

The Agency leases the Facility to Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc. (collectively, the "Company") for its operation pursuant to a First Amended and Restated Lease Agreement dated as of April 15, 2012 (the "First Amended Lease Agreement"). The Facility is fully exempt from real property taxes pursuant to the terms of a First Amended and Restated PILOT Agreement dated April 15, 2012 (the "First Amended PILOT Agreement"). The Company has requested the Agency extend the term of the First Amended Lease Agreement and the First Amended PILOT Agreement for an additional ten years, all to support the Company as it continues to provide uninterrupted railroad transportation operations to its customers and to ensure the long term viability of local rail service in Oneida County (collectively, the "2023

Facility Extension”). At the end of the lease term, the Agency will convey the Facility to Company. The Facility will be initially owned and/or operated by the Company.

The Agency is contemplating providing the above-described financial assistance in connection with the 2023 Facility Extension, which financial assistance is a deviation from the Agency’s Uniform Tax Exemption Policy, which is more particularly described in the Inducement Resolution adopted by the Agency on March 28, 2023 and to be confirmed in the final authorizing resolution to be adopted prior to the closing of the transactions described herein.

4. Mr. Fitzgerald 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. Fitzgerald then asked if there were any further comments, and, there being none, the hearing was closed at _____ a.m.

Tim Fitzgerald, Assistant Secretary

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 a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on _____, 2023 at _____ local time, 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) the hearing was open for the public to attend and public notice of the date, time and location for said hearing was duly given, (ii) the hearing in all respects was 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

March 28, 2023

**TERMS OF FINANCIAL ASSISTANCE
Board Summary**

General Project Information

Collins Solar, LLC (wholly-owned by Sunlight PV, LLC, which also owns SG Oneida PV, LLC-Trenton Community Solar)

Description of Project:

5 MW AC, fixed-tilt solar facility at 155 Mappa Ave., Town of Trenton, on 21.28 ± acres of leased property.

Type of Facility: **Community solar**

Will Project involve the abandonment of a facility? - **No**

Request for Financial Assistance: **PILOT- OCIDA UTEP (Community Solar Projects)**

\$10,000 per MW-AC, with annual 2% incremental increase

Estimated PILOT Value: **\$ 1,628,296**

Length of PILOT: **25-years**

Affected Tax Jurisdictions: **Oneida County, Town of Trenton, Holland Patent S. D.**

Current real estate taxes or current PILOT on property: **\$ 10,542.18**

Company Obligations for Financial Assistance: **OCIDA UTEP Host Community Payment (no separate Town agreement)**

No Job Commitments



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.

Collins Solar

Project Name

Date of Submission

March 13, 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: Collins Solar, LLC

1(b) Principal Address: 135 E. 57th St. Fl. 16
New York, NY
10022

1(c) Telephone/Facsimile Numbers: (212) 286-1801 x4

1(d) Email Address: jshipley@sunlightgeneral.com

1(e) Federal Identification Number: 32-0689708

1(f) Contact Person: Joseph Shipley

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: Sunlight PV LLC
EIN #: 86-2562858
- 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>
SunLight PV LLC	135 E. 57th St. Fl. 16, New York, NY 10022	100%
Collins Solar, LLC is wholly-owned by Sunlight PV LLC.		
Collins Solar, LLC is managed by Edouard Klehe, Stacey Hughes, and William Zachary.		

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

SG Oneida PV, LLC, which is an entity also wholly-owned by Sunlight PV, LLC.

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: Greg Mountain
Firm: The West Firm, PLLC
Address: 575 Broadway, 2nd Floor
Albany, NY 12207-2931
Telephone/Fax: T: (518) 518-641-0505 / F: (518) 615-1500
Email: gam@westfirmlaw.com

3(b) Applicant's Accountant

Name/Title: _____
Firm: Mahoney Sabol & Company, LLC
Address: 180 Glastonbury Blvd, Ste. 400
Glastonbury, CT 06033
Telephone/Fax: T: (860) 541-2000 / F: (860) 541-2001
Email: _____

Business Description

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

The business of Collins Solar, LLC consists of ownership and operation of a solar photovoltaic electric generation facility at 155 Mappa Avenue, Barneveld, New York 13304. The land on which this system will occupy is leased to Collins Solar, LLC by Mr. Scott R. Collins. The area subject to the lease is approx. 19 acres in size and is part of a combined 216.5 acres across parcels 194.000-1-47 and 194.000-1-48. The proposed facility has received all of its local approvals (Town of Trenton Planning Board and Zoning Board) and has been awarded its NYSERDA "NY-Sun" incentive.

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.

Collins Solar, LLC seeks to own and operate a community solar photovoltaic electric generation facility in the town of Barneveld in Oneida County. The parcel of land occupies the west side of the road at 155 Mappa Avenue, Barneveld, New York 13304. Initial estimates of the system size indicate a five megawatt alternating current project consisting of fixed-tilt ground-mounted panels. Collins Solar, LLC will develop the project. Initial development activities included preparation of an Environmental Assessment Form, resource area delineation, design and permitting due diligence. Planned construction activities include the installation of 12,186ct NESolar NESE 540-72MHB-M10 540W (DC) 72-cell bifacial, monocrystalline photovoltaic solar modules, 40ct Chint Power Systems CPS SCA125KLT-DO/US-600 AC inverters, and related racking, transformers, and other electrical equipment. The proposed facility will include an internal driveway to gain access to the components for inspection and O&M and will be constructed in accordance to the New York State Fire Code and other local agencies. A 7' fence will be constructed to NEC 2007 specifications. Erosion and sediment controls will be put into place before construction activities begin.

Reasons for Project

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

Collins Solar, LLC seeks to advance New York's renewable energy goals by propagating the use of clean energy. In turn, Collins Solar will provide electric utility customers with the option to partake in the advancement of the state's goals by subscribing them to a share of the power from the proposed facility.

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

Collins Solar, LLC is requesting the involvement of the Agency in the Collins Solar project to utilize the OCIDA Uniform Tax Exemption Policy for our solar project in Oneida County. It is our hope that by involving the Agency we will be able to obtain a real property tax exemption in the form of a PILOT Agreement.

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 financing of the project is contingent upon the Agency's assistance. The project will not proceed if approval is not granted.

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).

SunLight PV LLC is the sole member of the applicant, Collins Solar, LLC. SunLight PV LLC is also the sole member of SG Oneida PV, LLC. SG Oneida PV, LLC is a party to a PILOT Agreement through the OCIDA.

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>Renewable Energy</u> | <input type="text" value="100"/> % |

The end users of the Collins project would be the customers of the local utility who have subscribed to participate in the New York Public Service Commission / utility community distributed generation program.

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) Civil work, access road, fencing

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 type="checkbox"/> Real Property Tax Abatement (value of PILOT savings)	\$ <u>1,628,296</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: \$ 1,628,296**

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:

155 Mappa Avenue

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

Barneveld, NY 11304

7(c) School District:

Holland Patent Central School District

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

Agricultural

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

R-A Residential Agricultural

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 land to which the project will occupy is leased to Collins Solar, LLC by Mr. Scott R. Collins. The project shall occupy 19 acres of land between two parcels. The subject area where panels will be placed is located on an existing agricultural field which will require minimal site clearing. Wetland maps show two existing ponds on-site which will be avoided during the design phase. No buildings will be acquired, constructed, or renovated throughout the process of developing this solar project. A copy of current project plans are attached to this application.

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 2023

Construction completion: Q4 2023

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.

In conjunction with NYSEDA, the Applicant filed the NYS Dept, of Agriculture and Markets Short Form Notice of Intent to Undertake an Action Within an Agricultural District for Solar Energy Project Affecting Less than 30 acres in Mineral Soil Groups 1-4 on 6/9/22. On July 29th, the Applicant received a notice pursuant to Agriculture and Markets Law (AML) Section 305(4), notifying Applicant that the proposed action would not adversely affect farm enterprises.

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:

Applicant has enclosed copies of the Town of Trenton Planning and Zoning Board Approvals, including the related SEQR determination (negative), and the "no adverse impact" letter described in section 7(h) above.

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? 30 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? _____%. **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: Scott R. Collins
Address: 151 Mappa Avenue
Barneveld, NY 11304
Telephone: 315-794-4072
Balance of Mortgage: N/A
Holder of Mortgage: N/A

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.

Attached is a copy of the Notice of Lease for the project site.

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.

Modules (solar panels): 12,186 NE Solar model NESE540-72MHB-M10
Inverters: 40 Chint Power Systems America Model CPS SCH125KTL-DO/US-600[600V]
Racking: Terrasmart/RBI Solar, Inc. ground-mount

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? 30 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.

20

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	155 Mappa Ave. Barneveld, NY 13304					Total
Full-Time Company	N/A					
Full-Time Independent Contractors	N/A					
Full-Time Leased	N/A					
A. Total Full-Time BEFORE	N/A					
Part-Time Company	N/A					
Part-Time Independent Contractors	N/A					
Part-Time Leased	N/A					
B. Total FTE Part-Timers BEFORE	N/A					
C. Total FTE BEFORE*	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	N/A					
	Full-Time Independent Contractors	N/A					
	Full-Time Leased	N/A					
A.	Total Full-Time AFTER	N/A					
	Part-Time Company	N/A					
	Part-Time Independent Contractors	N/A					
	Part-Time Leased	N/A					
B.	Total FTE Part-Timers AFTER	N/A					
C.	Total FTE AFTER *	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	N/A					
B.	FTE Part-Timers	N/A					
C.	Total AFTER	0					

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

Provide Any Notes To Job Information Below

There will be no permanent employment created from the development of this solar project. All maintenance work on the construction of the system will be performed by third party contractors and landscapers.

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)
Management	\$ 0	%	\$	%
Administrative	\$ 0	%	\$	%
Production	\$ 0	%	\$	%
Independent Contractor	\$ 0	%	\$	%
Other	\$ 0	%	\$	%
Overall Weighted Average	\$ 0	%	\$	%

*** 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:

221114 - Solar Electric Power Generation
238990 - Specialty Trade Contractors (Fence Installation)
238910 - Site Preparation Contractors
237210 - Highway, Street & Bridge Construction
541330 - Engineering Services
541620 - Environmental Consulting Services
238210 - Electrical Contractors and Other Wiring Installation Contractors
237130 - Power and Communication Line and Related Structures Construction

Note: Mainly related to construction jobs, no full time permanent jobs.

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	\$	500,000	
Machinery & Equipment that is TAXABLE	\$	500,000	
Machinery & Equipment that is TAX-EXEMPT	\$	4,100,000	
Furniture & Fixtures	\$	0	
Installation costs	\$	2,000,000	
Architectural & Engineering	\$	60,000	
Legal Fees (applicant, IDA, bank, other counsel)	\$	36,000	
Financial (all costs related to project financing)*	\$	15,000	
Permits (describe below)	\$	100,000	
Other (describe below) ie: solar decommissioning expense)	\$	457,235	

Other:	Cost:	Subtotal \$	7,768,235
1. Solar decommissioning	\$ 30,000		
2. Utility interconnection	\$ 427,235		
3.		Agency Fee ¹ \$	38,841
4.		Total Project Cost \$	7,807,076
5.			

* **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: ----- \$ _____
 Equity (excluding equity that is attributed to grants/tax credits) -- \$ 2,976,176
 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.----- \$ 4,830,900

Identify each Public state and federal grant/credit:

Comments:

Source	<u>NYSERDA</u>	\$	<u>2,500,400</u>	<u>NY-Sun Program</u> <u>Gross ITC Contribution</u>
Source	<u>Federal ITC Contribution</u>	\$	<u>2,330,500</u>	
Source		\$		
Source		\$		

Total Sources of Funds for Project Costs: \$ 7,807,076

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
194.000-1-47	\$ 16,400	\$ 0	\$ 16,400	\$ 63,586	\$ 2,068,547
194.000-1-48	\$ 135,000	\$ 123,600	\$ 258,600	\$ 9,906	\$ 1,379,031

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):

8520 Old Poland Rd P.O. Box 206
Town of Trenton Municipal Center
Barneveld, NY 11304

13(e) Address of Receiver of School Taxes:

Adirondack Bank, Holland Patent Branch
P.O. Box 235
Holland Patent, NY 13354

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.

Yes. Scott Collins, the landowner, has received an approximate \$500/year Ag-District exemption attributed to a portion of the land on which the proposed facility would be installed.

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.

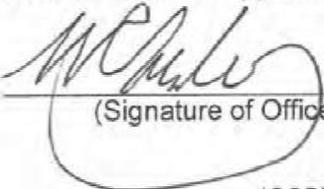
9. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
10. The Applicant confirms 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.

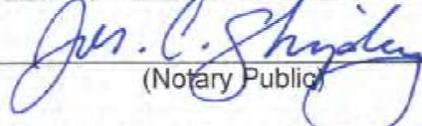
STATE OF NEW YORK)
COUNTY OF ~~ONEIDA~~ ^{New York}) ss.:

WILLIAM C. ZACHARY, being first duly sworn, deposes and says:

1. That I am the AUTHORIZED SIGNATORY (Corporate Office) of COLLINS 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 13th day of March, 2023.


(Notary Public)

JOSEPH C.
SHIPLEY
NYS NOTARY PUBLIC

JOSEPH CASPER SHIPLEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SH6326981
Qualified in New York County
My Commission Expires 07-06-2023

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.



**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.)

Collins Solar, LLC seeks to own and operate a community solar photovoltaic electric generation facility in the Town of Barneveld in Oneida County. The parcel of land occupies the west side of the road at 155 Mappa Avenue, Barneveld, New York 13304. Initial estimates of the system size indicate a five megawatt alternating current project consisting of fixed-tilt ground-mounted panels. Collins Solar, LLC will develop the project. The project engineer will be John Spinella, P.E. (NY #096466) of Spinella Engineering, PLLC. Planned construction activities include the installation of 12,186ct NESolar NESE 540-72MHB-M10 540W (DC) 72-cell bifacial, monocrystalline photovoltaic solar modules, 40ct Chint Power Systems CPS SCA125KLT-DO/US-600 AC inverters, and related Terrasmat/RBI Solar, Inc. racking, transformers, and other electrical equipment. The proposed facility will include an internal driveway to gain access to the components for inspection and O&M and will be constructed in accordance to the New York State Fire Code and other local agencies. A 7' fence will be constructed to NEC 2007 specifications. Erosion and sediment controls will be put into place before construction activities begin.

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? 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.**

Please see attached local approvals.

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
COLLINS SOLAR PROJECT
ANNUAL PILOT

Year 1 Real Property Tax Obligation with PILOT Agreement

Item	Amount
Project Nameplate Capacity (MW-AC)	5.00
PILOT Rate (\$10,000 per MW-AC)	\$ 10,000.00
Total Projected Year 1 Tax Obligation with PILOT	\$ 50,000.00

2022-2023 Real Property Tax Obligation without PILOT Agreement

Taxing Jurisdiction	Project Value (DCF Model)	Percentage of Project on Property	Project Property Value	Uniform Percentage	Assessed Value	Exemption	Taxable Value	2022-2023 Tax Rates (Per \$1000)	Total Tax Obligation
<i>Tax Map Parcel No. 194.000-1-47</i>									
Town of Trenton	\$ 3,447,578.00	60%	\$ 2,068,547.00	60%	\$ 1,241,128.00	\$ -	\$ 1,241,128.00	\$ 0.892327	\$ 1,107.49
Highway Townwide	\$ 3,447,578.00	60%	\$ 2,068,547.00	60%	\$ 1,241,128.00	\$ -	\$ 1,241,128.00	\$ 1.105490	\$ 1,372.05
County of Oneida	\$ 3,447,578.00	60%	\$ 2,068,547.00	60%	\$ 1,241,128.00	\$ -	\$ 1,241,128.00	\$ 10.210711	\$ 12,672.80
Joint Fire	\$ 3,447,578.00	60%	\$ 2,068,547.00	60%	\$ 1,241,128.00	\$ -	\$ 1,241,128.00	\$ 1.619999	\$ 2,010.63
School Taxes	\$ 3,447,578.00	60%	\$ 2,068,547.00	60%	\$ 1,241,128.00	\$ -	\$ 1,241,128.00	\$ 33.889181	\$ 42,060.81
Library Tax	\$ 3,447,578.00	60%	\$ 2,068,547.00	60%	\$ 1,241,128.00	\$ -	\$ 1,241,128.00	\$ 0.073781	\$ 91.57
Total Taxes for Property								\$ 47.791489	\$ 59,315.36
<i>Tax Map Parcel No. 194.000-1-48</i>									
Town of Trenton	\$ 3,447,578.00	40%	\$ 1,379,031.00	60%	\$ 827,419.00	\$ -	\$ 827,419.00	\$ 0.892327	\$ 738.33
Highway Townwide	\$ 3,447,578.00	40%	\$ 1,379,031.00	60%	\$ 827,419.00	\$ -	\$ 827,419.00	\$ 1.105490	\$ 914.70
County of Oneida	\$ 3,447,578.00	40%	\$ 1,379,031.00	60%	\$ 827,419.00	\$ -	\$ 827,419.00	\$ 10.210711	\$ 8,448.54
Joint Fire	\$ 3,447,578.00	40%	\$ 1,379,031.00	60%	\$ 827,419.00	\$ -	\$ 827,419.00	\$ 1.619999	\$ 1,340.42
School Taxes	\$ 3,447,578.00	40%	\$ 1,379,031.00	60%	\$ 827,419.00	\$ -	\$ 827,419.00	\$ 33.889181	\$ 28,040.55
Library Tax	\$ 3,447,578.00	40%	\$ 1,379,031.00	60%	\$ 827,419.00	\$ -	\$ 827,419.00	\$ 0.073781	\$ 61.05
Total Taxes for Property								\$ 47.791489	\$ 39,543.59
Total Projected Year 1 Tax Obligation Without PILOT			\$ 3,447,578.00		\$ 2,068,547.00		\$ 2,068,547.00	\$ 47.791489	\$ 98,858.94

Projected PILOT Benefit Analysis

Year	Tax Assessment	Tax Rates		Taxes		Taxes with PILOT		Variance
		(2% Escalator)	Without Exemption	with 485-b Exemption	(2% Escalator)			
Year 1	\$ 2,068,547	\$ 48,747,319	\$ 100,836	\$ 50,418	\$ 50,000	\$ 50,836		
Year 2	\$ 2,068,547	\$ 49,722,265	\$ 102,853	\$ 56,569	\$ 51,000	\$ 51,853		
Year 3	\$ 2,068,547	\$ 50,716,710	\$ 104,910	\$ 62,946	\$ 52,020	\$ 52,890		
Year 4	\$ 2,068,547	\$ 51,731,045	\$ 107,008	\$ 69,555	\$ 53,060	\$ 53,948		
Year 5	\$ 2,068,547	\$ 52,765,666	\$ 109,148	\$ 76,404	\$ 54,122	\$ 55,027		
Year 6	\$ 2,068,547	\$ 53,820,979	\$ 111,331	\$ 83,498	\$ 55,204	\$ 56,127		
Year 7	\$ 2,068,547	\$ 54,897,398	\$ 113,558	\$ 90,846	\$ 56,308	\$ 57,250		
Year 8	\$ 2,068,547	\$ 55,995,346	\$ 115,829	\$ 98,455	\$ 57,434	\$ 58,395		
Year 9	\$ 2,068,547	\$ 57,115,253	\$ 118,146	\$ 106,331	\$ 58,583	\$ 59,563		
Year 10	\$ 2,068,547	\$ 58,257,558	\$ 120,508	\$ 114,483	\$ 59,755	\$ 60,754		
Year 11	\$ 2,068,547	\$ 59,422,710	\$ 122,919	\$	\$ 60,950	\$ 61,969		
Year 12	\$ 2,068,547	\$ 60,611,164	\$ 125,377	\$	\$ 62,169	\$ 63,208		
Year 13	\$ 2,068,547	\$ 61,823,387	\$ 127,885	\$	\$ 63,412	\$ 64,472		
Year 14	\$ 2,068,547	\$ 63,059,855	\$ 130,442	\$	\$ 64,680	\$ 65,762		
Year 15	\$ 2,068,547	\$ 64,321,052	\$ 133,051	\$	\$ 65,974	\$ 67,077		
Year 16	\$ 2,068,547	\$ 65,607,475	\$ 135,712	\$	\$ 67,293	\$ 68,419		
Year 17	\$ 2,068,547	\$ 66,919,622	\$ 138,426	\$	\$ 68,639	\$ 69,787		
Year 18	\$ 2,068,547	\$ 68,258,015	\$ 141,195	\$	\$ 70,012	\$ 71,183		
Year 19	\$ 2,068,547	\$ 69,623,175	\$ 144,019	\$	\$ 71,412	\$ 72,606		
Year 20	\$ 2,068,547	\$ 71,015,639	\$ 146,899	\$	\$ 72,841	\$ 74,059		
Year 21	\$ 2,068,547	\$ 72,435,951	\$ 149,837	\$	\$ 74,297	\$ 75,540		
Year 22	\$ 2,068,547	\$ 73,884,670	\$ 152,834	\$	\$ 75,783	\$ 77,051		
Year 23	\$ 2,068,547	\$ 75,362,364	\$ 155,891	\$	\$ 77,299	\$ 78,592		
Year 24	\$ 2,068,547	\$ 76,869,611	\$ 159,008	\$	\$ 78,845	\$ 80,163		
Year 25	\$ 2,068,547	\$ 78,407,003	\$ 162,189	\$	\$ 80,422	\$ 81,767		
Total			\$ 3,229,811	\$ 809,506	\$ 1,601,515	\$ 1,628,296		
					Total PILOT Benefit: \$	1,628,296		

Collection: **Town & County 2023**

Fiscal Year Start: 1/1/2023

Fiscal Year End: 12/31/2023

Warrant Date: 12/31/2022

Total Tax Due (minus penalties & interest) \$183.98

\$183.98

Tax Bill #	SWIS	Tax Map #	Status
000801	305889	194.000-1-47	Unpaid
Address		Municipality	School
NYS Rte 12		Town of Trenton	Holland Patent

Owners	Property Information	Assessment Information
Collins Scott R	Roll Section: 1	Full Market Value: 30943.00
Schureman Rosette S	Property Class: Field crops	Total Assessed Value: 16400.00
151 Mappa Ave	Lot Size: 40.91	Uniform %: 53.00
Barneveld, NY 13304		

Exemption	Amount
AGRIC DIST	3095.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
COUNTY	79586577	2.0000	13305.000	10.21071100	\$135.85
TOWN GENERAL	180606	-6.7000	13305.000	0.89232700	\$11.87
HIGHWAY TOWNWIDE	223750	9.2000	13305.000	1.10549000	\$14.71
Joint Fire	337534	-0.1000	13305.000	1.61999900	\$21.55

Total Taxes: \$183.98

FULL PAYMENT OPTION

From:	To:	Tax Amount	Penalty	Notice Fee	Total Due
Dec 31	Jan 31, 2023	\$183.98	\$0.00	\$0.00	\$183.98
Feb 01	Feb 28, 2023	\$183.98	\$1.84	\$0.00	\$185.82
Mar 01	Apr 03, 2023	\$183.98	\$2.76	\$0.00	\$186.74

Estimated State Aid - Type	Amount
County	91811913.00
Town	414000.00

Mail Payments To:
 Stanley K Harris
 Tax Collector
 PO Box 323 Barneveld, NY 13304-0323

Holland Patent Schools

Anne Edwards
315-865-7216

Property Address: NYS Rte
12
Owner: Collins Scott R
Schureman Rosette S
151 Mappa Ave
Barneveld, NY 13304
Original Tax: \$451.88

Account #: 002280
Bill #: 002825
Tax Map #: 194,000-
1-47

SWIS Code: 305889
School Code: 305801
School District:

Land
Assessment: \$16,400.00
Total
Assessment: \$16,400.00
Tax Before Star: \$451.88
Star Savings: \$0.00

Front: 0.00
Depth: 0.00
Acreage: 40.91
Bank: 0000000

Book #: 3004
Page #: 298
Roll Section: 1
Class: 120

Exemptions:
AGRIC DIST \$3,095.00

Levy Description	Tax Value	Tax Rate	Tax Amount
SCHOOL TAX	\$13,305.00	33.88918100	\$450.90
LIBRARY TAX	\$13,305.00	0.07378100	\$0.98

Total Tax: \$451.88

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Tax Paid	Total Paid	Paid By
09/30/2022	Payment	(\$451.88)	(\$451.88)	Collins Scott R

Total Due: \$0.00

Collection: **Town & County 2023**

Fiscal Year Start: 1/1/2023

Fiscal Year End: 12/31/2023

Warrant Date: 12/31/2022

Total Tax Due (minus penalties & interest) \$2,866.41

\$2,866.41

Pay Full

Tax Bill #	SWIS	Tax Map #	Status
000802	305889	194.000-1-48	Unpaid
Address		Municipality	School
Mappa Ave		Town of Trenton	Holland Patent

Owners

Collins Scott R
Schureman Rosette S
151 Mappa Ave
Barneveld, NY 13304

Property Information

Roll Section: 1
Property Class: Dairy farm
Lot Size: 175.00

Assessment Information

Full Market Value: 487925.00
Total Assessed Value: 258600.00
Uniform %: 53.00

Exemption	Amount
AGRIC DIST	51318.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
COUNTY	79586577	2.0000	207282.000	10.21071100	\$2,116.50
TOWN GENERAL	180606	-6.7000	207282.000	0.89232700	\$184.96
HIGHWAY TOWNWIDE	223750	9.2000	207282.000	1.10549000	\$229.15
Joint Fire	337534	-0.1000	207282.000	1.61999900	\$335.80

Total Taxes: \$2,866.41

FULL PAYMENT OPTION

From:	To:	Tax Amount	Penalty	Notice Fee	Total Due
Dec 31	Jan 31, 2023	\$2,866.41	\$0.00	\$0.00	\$2,866.41
Feb 01	Feb 28, 2023	\$2,866.41	\$28.66	\$0.00	\$2,895.07
Mar 01	Apr 03, 2023	\$2,866.41	\$43.00	\$0.00	\$2,909.41

Estimated State Aid - Type	Amount
County	91811913.00
Town	414000.00

Mail Payments To:

Stanley K Harris
Tax Collector
PO Box 323 Barneveld, NY 13304-0323

Holland Patent Schools

Anne Edwards
315-865-7216

Property Address: Mappa Ave
Owner: Collins Scott R
Schureman Rosette S
151 Mappa Ave
Barneveld, NY 13304
Original Tax: \$7,039.91

Account #: 002270
Bill #: 002826
Tax Map #: 194.000-1-48

SWIS Code: 305889
School Code: 305801
School District:

Land Assessment: \$135,000.00
Total Assessment: \$258,600.00
Tax Before Star: \$7,039.91
Star Savings: \$0.00

Front: 0.00
Depth: 0.00
Acreage: 175.00
Bank: 0000000

Book #: 3004
Page #: 298
Roll Section: 1
Class: 112

Exemptions:
AGRIC DIST \$51,318.00

Levy Description	Tax Value	Tax Rate	Tax Amount
SCHOOL TAX	\$207,282.00	33.88918100	\$7,024.62
LIBRARY TAX	\$207,282.00	0.07378100	\$15.29

Total Tax: \$7,039.91

Payment History

(Payments made to the county directly may not be reflected on this site.)

Date	Comments	Tax Paid	Total Paid	Paid By
09/30/2022	Payment	(\$7,039.91)	(\$7,039.91)	Collins Scott R

Total Due: \$0.00

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REVISIONS	DATE	REV
20K DRAFT	02/28/2023	E
INTERCONNECT	01/10/2023	D
INTERCONNECT	01/09/2023	C
REVISION	10/20/2022	B



Signed by: E Castillo
 Date: 2023.02.23
 13:11:31

PROJECT NAME: COLLINS
 155 MAPPA AVENUE
 BARNEVELD, NY 13304

SHEET NAME: GENERAL NOTES
 - SHEET 2

SHEET SIZE: ARCH D
 24" X 36"
 SHEET NUMBER: G-101

SYSTEM INFORMATION	
PROJECT	155 MAPPA AVENUE
CLIENT	COLLINS
DESIGNER	CASTILLO ENGINEERING SERVICES, LLC
DATE	02/28/2023
SCALE	AS SHOWN
TOTAL NO. SHEETS	1103 (08/17)
NO. SHEETS	42

SYMBOLS	
	AMPERE (AMP)
	ALTERNATING CURRENT
	AIR CONDITIONING UNIT
	AIR FILTER
	AIR TERMINAL
	BACKFLOW PREVENTER
	BASE MILLIVOLT LEVEL
	COMMUNICATION
	CONTROL TRANSFORMER
	CONTROL POWER TRANSFORMER
	DIRECT CURRENT
	ELECTRICAL METALLIC TUBING
	ETHYLENE PROPYLENE RUBBER
	GROUND FAULT CIRCUIT INTERRUPTER
	GROUND FAULT PROTECTION
	GROUNDING
	OVERHEAD CABLE
	UNDERGROUND CABLE
	GROUNDING ROD/PLATE
	LOAD BREAK DISCONNECTOR
	CS CONTACTOR BOX
	FUSED DISCONNECTOR
	POWER CIRCUIT BREAKER
	GROUND FAULT CIRCUIT INTERRUPTER
	VOLTAGE TRANSFORMER
	CURRENT TRANSFORMER
	GROUND
	UTILITY METER
	MV LOAD BREAK ELBOW
	CABLE 'U' TERMINATION
	TRANSFORMER
	FUSE
	GROUND FAULT DEVICE
	SURGE PROTECTION DEVICE
	OHM CABLE TERMINATION
	SURGE ARRESTERS "SA"

ABBREVIATIONS	
A	AMPERE (AMP)
AC	ALTERNATING CURRENT
AF	AIR FILTER
AT	AIR TERMINAL
BP	BACKFLOW PREVENTER
BML	BASE MILLIVOLT LEVEL
COM	COMMUNICATION
CT	CONTROL TRANSFORMER
CPT	CONTROL POWER TRANSFORMER
DC	DIRECT CURRENT
EMT	ELECTRICAL METALLIC TUBING
EPR	ETHYLENE PROPYLENE RUBBER
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFP	GROUND FAULT PROTECTION
GRD	GROUNDING
OHC	OVERHEAD CABLE
UC	UNDERGROUND CABLE
GRP	GROUNDING ROD/PLATE
LBD	LOAD BREAK DISCONNECTOR
CB	CS CONTACTOR BOX
FD	FUSED DISCONNECTOR
PCB	POWER CIRCUIT BREAKER
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
VT	VOLTAGE TRANSFORMER
CT	CURRENT TRANSFORMER
GND	GROUND
UM	UTILITY METER
LBE	MV LOAD BREAK ELBOW
TU	CABLE 'U' TERMINATION
TR	TRANSFORMER
F	FUSE
GFD	GROUND FAULT DEVICE
SPD	SURGE PROTECTION DEVICE
OCT	OHM CABLE TERMINATION
SA	SURGE ARRESTERS "SA"

- WIRE DESIGNATION MARKERS: PROVIDE FUNDUS RESISTANT, W/UV OR W/UV-GLOTH CONDUCTOR MARKERS IN OUTLET, JUNCTION AND FULL NEEDLE INDICATING WIRE USAGE OR SWITCHING AIDS TO CLARIFY WIRING WITHIN BOXES.
- CONDUIT IDENTIFICATION: PROVIDE WIRE MARKERS ON EACH CONDUIT IN PANELBOARD OUTLETS, RULL, ALUMINUM FOR POWER AND LIGHTING CIRCUITS, AND WIRE DESIGNATION INDICATED ON EQUIPMENT MANUFACTURERS SHOP DRAWINGS FOR CONTROL WIRING. MAINTAIN CONSISTENCY WITH SIMILAR PREVIOUSLY ESTABLISHED IDENTIFICATION SCHEMES FOR THE FACILITY'S ELECTRICAL INSTALLATIONS.
- PHOTOVOLTAIC CIRCUIT DESIGN:
 - ALL THE DC CIRCUIT HAVE BEEN DESIGNED TO HAVE AN AVERAGE VOLTAGE DROP OF LESS THAN 1.5% AT STANDARD CONDITIONS.
 - PHOTOVOLTAIC ARRAY DC WIRE SIZING IS BASED ON REQUIREMENTS OF THE NEC SEC. 691.11 AND 691.12. THE VOLTAGE DROP OF THE CONDUCTORS HAVE BEEN CALCULATED USING APPROXIMATE CONNECTION FACTORS FROM NEC TABLES 310.15(B)(16) AND 310.15(B)(2).
 - ALL WIRING STRING MARKING CONNECTORS SHALL BE OF THE SAME BRAND NAME, VOLTAGE COMPATIBLE CONNECTORS SHALL NOT MIX WITH MC4 OR OTHER BRAND NAME MC4 COMPATIBLE CONNECTORS.
 - PHOTOVOLTAIC SOURCE CIRCUITS ARE PROTECTED BY OVER CURRENT PROTECTION IN ACCORDANCE WITH NEC SEC 690.9(A).
 - PHOTOVOLTAIC INVERTERS ARE PROVIDED WITH GROUND FAULT PROTECTION AND INTERLOCK PROTECTION IN ACCORDANCE WITH NEC SEC. 690.9(B), 690.11 DOES NOT APPLY.
 - PHOTOVOLTAIC ARRAYS HAVE BEEN PROVIDED WITH DISCONNECTING MEANS IN ACCORDANCE WITH NEC SEC 690.13.
 - PHOTOVOLTAIC ARRAYS HAVE A COMMON DC AND AC GROUNDING ELECTRODE SYSTEM COMPLYING WITH THE REQUIREMENTS OF NEC SEC 690.47.
 - ALL PHOTOVOLTAIC EQUIPMENT INCLUDING PV MODULES, COMBINER BOXES, DISCONNECTS, INVERTERS AND ALL WIRING SHALL BE IDENTIFIED AND IDENTIFICATION ON MAIN ELECTRICAL VOLTAGE CURRENT, OPERATING VOLTAGE AND CURRENT WILL BE NOTED WITH A WARNING LABEL ON A CLEARLY VISIBLE LOCATION.
 - ALL PHOTOVOLTAIC DC CONDUITS SHALL BE 2000 PV WIRE "UL94V-0" RESISTANT MARKED FOR EXPOSED WIRING, 2000V PV WIRE, DIRECT BURIAL FOR DIRECT BURIED WIRE, 2000V ALUMINUM INSULATION FOR ALL WIRING IN CONDUIT. AC RATING OF AC EQUIPMENTS SHALL MATCH EXISTING EQUIPMENTS.
 - ALL DC EQUIPMENT SHALL BE RATED FOR A MAXIMUM SYSTEM VOLTAGE OF 2000V AND ALL TERMINALS WILL BE RATED FOR STRAPPED WIRES AND HAVE A 90C TEMPERATURE RATING.
 - CONDUITS HAVE BEEN SIZED TO MEET THE CONDUIT FILL REQUIREMENTS OF NEC CHAPTER 9 TABLE 1.
 - ALL LABELS SHALL BE WEATHERPROOF AND DURABLE MATERIAL.
 - ALL LABELS SHALL BE OF WEATHERPROOF AND DURABLE MATERIAL.
 - THE TONE OF THE BACKGROUND COLOR SHALL BE BRIGHT TO ATTRACT ATTENTION, YELLOW (100) FOR CAUTION LABELS AND CHANGE (150) FOR WARNING LABELS.
 - LABELS SHALL BE SECURELY FASTENED TO SPECIFIED LOCATIONS BY USING A WEATHER PROOF AND DURABLE ADHESIVE SUITABLE FOR THE MATERIAL OF THE LABEL AND THE LOCATION.
 - THE LABELS SHALL BE POSTED AT THE LOCATIONS SPECIFIED IF FOR REASONS OF REDUCED ACCESS OR LIMITED VISIBILITY. THE LABELS SHALL BE SECURELY FASTENED TO THE SURFACE IN THE INTENT OF THE LABEL. NOTIFY THE ENGINEER SUBCONTRACTOR IN SUCH A CASE BEFORE ATTACHING.

SYMBOLS	
	AMPERE (AMP)
	ALTERNATING CURRENT
	AIR CONDITIONING UNIT
	AIR FILTER
	AIR TERMINAL
	BACKFLOW PREVENTER
	BASE MILLIVOLT LEVEL
	COMMUNICATION
	CONTROL TRANSFORMER
	CONTROL POWER TRANSFORMER
	DIRECT CURRENT
	ELECTRICAL METALLIC TUBING
	ETHYLENE PROPYLENE RUBBER
	GROUND FAULT CIRCUIT INTERRUPTER
	GROUND FAULT PROTECTION
	GROUNDING
	OVERHEAD CABLE
	UNDERGROUND CABLE
	GROUNDING ROD/PLATE
	LOAD BREAK DISCONNECTOR
	CS CONTACTOR BOX
	FUSED DISCONNECTOR
	POWER CIRCUIT BREAKER
	GROUND FAULT CIRCUIT INTERRUPTER
	VOLTAGE TRANSFORMER
	CURRENT TRANSFORMER
	GROUND
	UTILITY METER
	MV LOAD BREAK ELBOW
	CABLE 'U' TERMINATION
	TRANSFORMER
	FUSE
	GROUND FAULT DEVICE
	SURGE PROTECTION DEVICE
	OHM CABLE TERMINATION
	SURGE ARRESTERS "SA"

REVISIONS	DATE	REV
5% DRAFT	02/22/2023	E
INTERNOVICOT	01/10/2023	D
INTERNOVICOT	01/02/2023	C
REVISION	02/22/2023	B

PROJECT INSTALLER



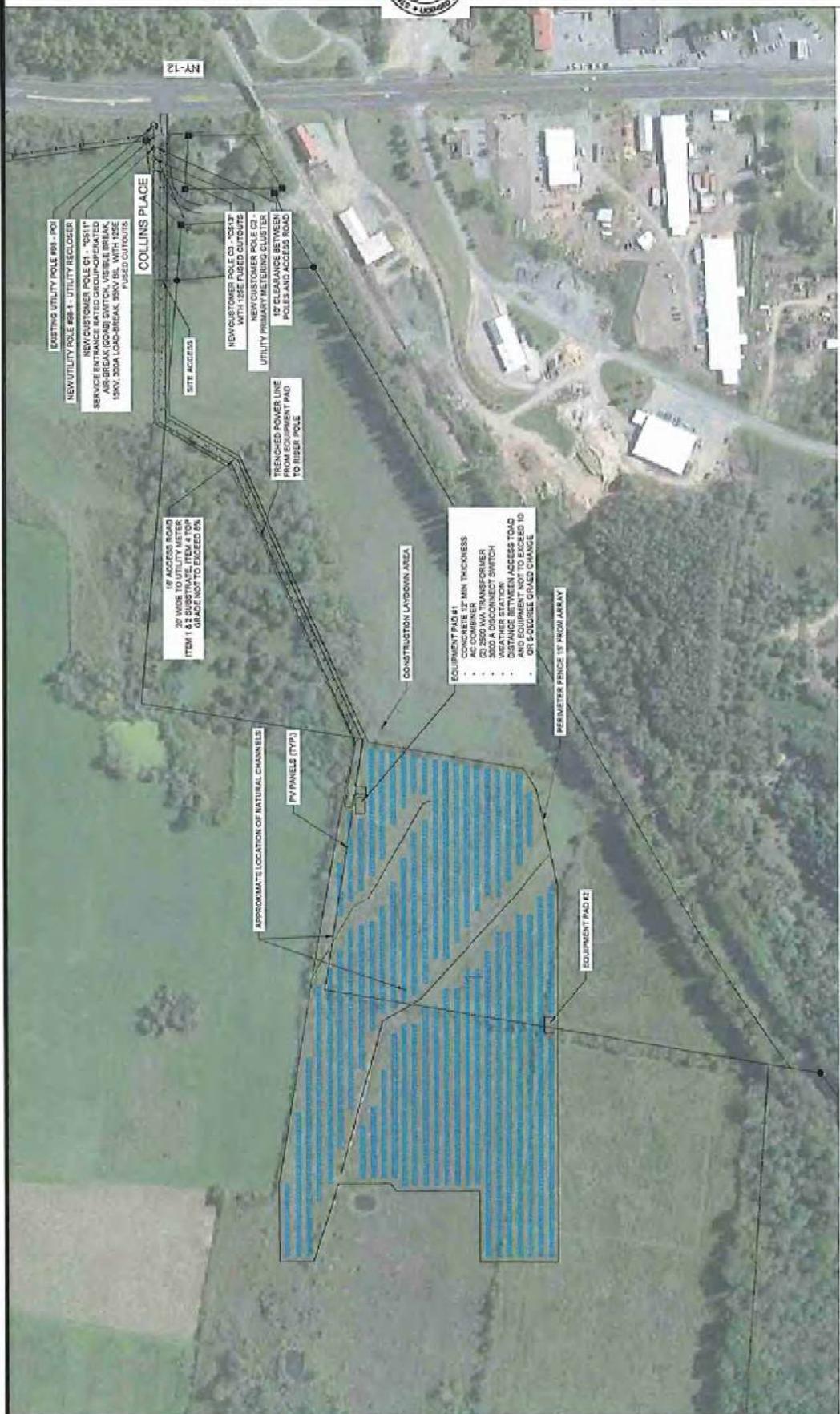
Digitally
 Signed by
 E Castillo
 Date: 2023.02.23
 13:11:31

PROJECT NAME
COLLINS
 155 MAPPA AVENUE
 BARNEVELD, NY 13304

SHEET NAME
 OVERALL PV
 SITE PLAN

SHEET SIZE
 ARCH D
 24" X 36"

SHEET NUMBER
 C-001



SYSTEM INFORMATION

MODULE	WIRELESS TRANSFORMER
MODULE QUANTITY	MODULE QUANTITY
TOTAL DC SIZE	TOTAL AC SIZE
INVERTER QUANTITY	INVERTER QUANTITY
TOTAL AC SIZE	



NOTES:
 1. SYSTEM SUMMARY SHOULD BE UPDATED TO REFLECT THE MAXIMUM AC CAPACITY AND POWER FACTOR REQUIREMENTS PER THE OER.
 1.1. 5 MWp / 4.9 MWat 99% PF ABSORBING WAT.

Castillo Engineering
 SERVICES, LLC
 885 N. COLEMAN ROAD,
 SUITE 205,
 MANTUA, PA 17551
 TEL: 717-838-1888

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 CASTILLO ENGINEERING
 SERVICES, LLC

REVISIONS	DATE	REV
20% DRAFT	08/28/2023	E
INTERCONNECT	01/10/2023	D
INTERCONNECT	01/05/2023	C
UTILITY	10/20/2022	B

PROJECT INSTALLER



Digitally
 Signed by
 E. Castillo
 Date: 2023.02.23
 13:11:31

PROJECT NAME
COLLINS
 155 MAPPA AVENUE
 BARNEVELD, NY 13304

SHEET NAME
 ENLARGED PV
 SITE PLAN

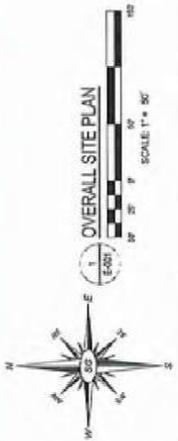
SHEET SIZE
 ARCH D
 24" X 36"

SHEET NUMBER
 E-001



SYSTEM INFORMATION

MODULE	NEEDED QUANTITY
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NOTES:
 1. SYSTEM SUMMARY SHOULD BE UPDATED TO REFLECT THE MAXIMUM AC CAPACITY AND POWER FACTOR REQUIREMENTS PER THE ODR.
 1.1. 5 MW / 4.95 MW AT 99% PF ABSORBING VAR.

REVISIONS	DATE	REV
30% DRAFT	3/10/2023	E
INTERCONNECT	3/10/2023	D
INTERCONNECT	3/10/2023	C
UTILITY	12/03/22	B
REVISION		

PROJECT INSTALLER

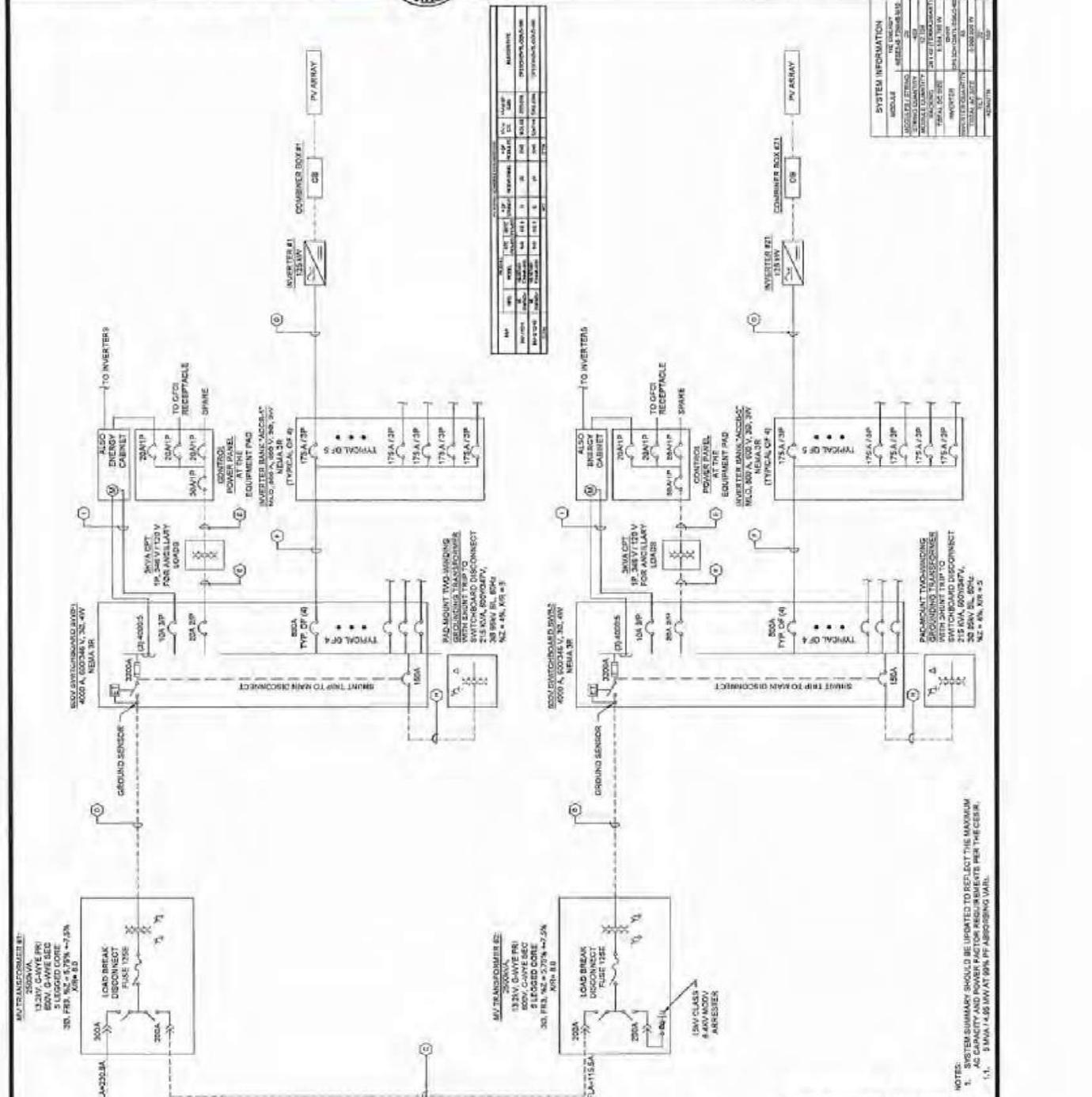
signed by: **E. Castillo**
 Date: 2023.02.23
 13:11:31

PROJECT NAME
COLLINS
 155 MAPPA AVENUE
 BARNEVELD, NY 13304

SHEET NAME
 SINGLE LINE DIAGRAM - SHEET 2

SHEET SIZE
ARCH D
 24" X 36"

SHEET NUMBER
E-101



SEE DWG E-100 FOR CONTINUATION

INVERTER SETTINGS

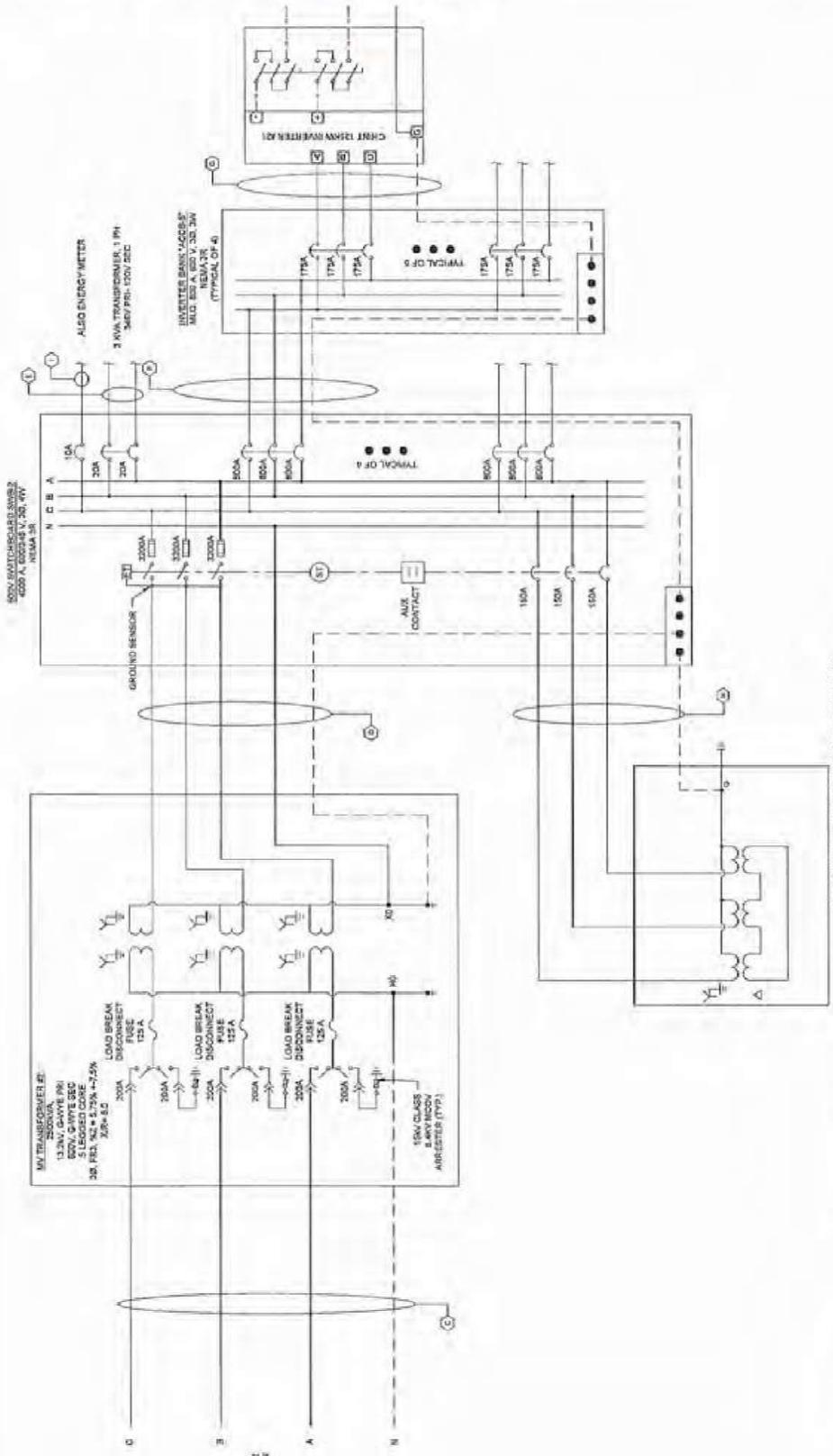
DEVICE	PRG/UP	V/L-N	TIME DELAY
27-1	48%	204.84	2-00
27-2	48%	152.28	0-15
28-1	112%	281.28	1-00
18-2	189%	415.88	0-15
811-1	99	92	300.00
811-2	97	142	0-15
812-1	61	142	160.00
812-2	61	82	0-15

INVERTER SHALL RESUME OPERATING UPON 3 MINUTES OF STABLE GRID. 5 MINUTE PERIOD SHALL RESET FOR ANY ELEMENT TRIP

WIRE TABLE

WIRE	DESCRIPTION
C	NEUTRAL AWG AL 100% CU 120V CIRCUT 200' 130% INSULATED AL 100% CU 120V CIRCUT 200' 130% NEUTRAL AND 01 #2 AWG AL 800V EQUIPMENT CIRCUMFERING CONDUCTOR IN 2" CONDUIT
D	01 #12 AWG AL 120% CU 120V CIRCUT 200' 130% NEUTRAL AND 01 #12 AWG AL 800V EQUIPMENT CIRCUMFERING CONDUCTOR IN 2" CONDUIT
E	2# AWG CU THHN-2 # (0) #10 AWG CU GND IN 1" CONDUIT
F	01 #12 AWG AL 120% CU 120V CIRCUT 200' 130% NEUTRAL AND 01 #12 AWG AL 800V EQUIPMENT CIRCUMFERING CONDUCTOR IN 2" CONDUIT
G	2# AWG AL 120% CU 120V CIRCUT 200' 130% NEUTRAL AND 01 #12 AWG AL 800V EQUIPMENT CIRCUMFERING CONDUCTOR IN 2" CONDUIT
H	2# AWG AL 120% CU 120V CIRCUT 200' 130% NEUTRAL AND 01 #12 AWG AL 800V EQUIPMENT CIRCUMFERING CONDUCTOR IN 2" CONDUIT
I	2# AWG AL 120% CU 120V CIRCUT 200' 130% NEUTRAL AND 01 #12 AWG AL 800V EQUIPMENT CIRCUMFERING CONDUCTOR IN 2" CONDUIT

NOTES:
 1. SYSTEM SUMMARY SHOULD BE UPDATED TO REFLECT THE MAXIMUM AS CAPACITY AND POWER FACTOR REQUIREMENTS PER THE CESM.
 1.1. 5 MW/1.45 MW AT 99% PF ABSORBING VAR.



NOTES:
 1. SYSTEM SUMMARY SHOULD BE UPDATED TO REFLECT THE MAXIMUM AC CAPACITY AND POWER FACTOR REQUIREMENTS PER THE CESR.
 1.1. 5 MVA / 4.95 MVA AT 19% PF ACCORDING WMR.

WIRE TABLE

WIRE	DESCRIPTION
A	3WG-240 AWG AL 18V FIBER OPTIC CABLE 80V 150V
B	INSULATED 3Ø CONDUITS WITH 1Ø CONCENTRIC NEUTRAL AND (1) #2 AWG AL 800V EQUIPMENT GROUNDING CONDUCTOR IN 3" CONDUIT
C	3" CONDUIT, TERMINATIONS AT BOTH ENDS TO BE RATED AT 90 DEGREE C.
D	3Ø 18 AWG CU THW-2 & (1) #10 AWG CU GND, IN 1" CONDUIT, 90-3000 CODE, ALL 1/2" VEG AWG AL GND EACH IN 1" CONDUIT
E	3Ø 18 AWG AL & 1Ø 14 AWG AL GND IN 2" CONDUIT
F	4Ø 2 AWG AL & 1Ø 14 AWG AL GND IN 2" CONDUIT
G	3Ø 12 AWG CU & 1Ø 14 AWG AL GND IN 2" CONDUIT
H	3Ø 12 AWG CU & 1Ø 14 AWG AL GND IN 2" CONDUIT
I	3Ø 12 AWG CU & 1Ø 14 AWG AL GND IN 2" CONDUIT

INVERTER SETTINGS

DEVICE	PICKUP	V/G-N	TIME DELAY
27-1	10%	30-64	2.00
27-2	40%	155.00	0.10
59-1	110%	361.04	1.00
59-2	120%	412.68	3.10
81U-1	50 Hz	300.00	0.10
81U-2	57 Hz	316	0.10
81O-1	51 Hz	100.00	0.10
81O-2	51.8 Hz	0.10	0.10

INVERTER SHALL RESUME OPERATING UPON 3 MINUTES OF STABLE GRID. 5 MINUTE PERIOD SHALL RESET FOR ANY ELEMENT TRIP

SEE DWG E-102 FOR CONTINUATION

500V SWITCHGEAR SW2
 4000 A, 6000V AC, 3Ø, 4WY
 1800A-3Ø

ALSO ENERGY METER
 3 kVA TRANSFORMER, 1 PH
 240V PRI, 120V SEC

INVERTER BANK ACCESS
 MID BOX 120V, 3Ø, 3W
 (TYPICAL OF 4)

1Ø 15kV CLASS SURGE ARRESTER (177)

GROUND ROD SENSOR

100A



TOPOGRAPHICAL NOTES:

1. DATA: Vertical NAVD83 - M
2. Elevation shown are based on field measurements.
3. Contour interval is 5 feet.
4. Contours are shown only where they are shown on the map.
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9. Contours are shown only where they are shown on the map.
10. Contours are shown only where they are shown on the map.

ADDRESS:
123 Maple Avenue
Springfield, New York 12154

ALTA/NOTS LAND TITLE SURVEY
LANDS OF
SCOTT R. COLLINS AND ROSETTE S. SCHUREMAN
TOWN OF TRENTON — ONEIDA COUNTY
STATE OF NEW YORK

DATE: September 21, 2022
FOR THE: Decker Land Surveying, P.C.
BY: 5378 East Seneca Street, Verona, NY 13476
SCALE: 1" = 200' (H)
DATE: 09/21/22
PROJECT: 22-002

- Layers
- Municipal Boundaries
 - 011 Roads
 - NYS Contours (10')
 - Ag. District Properties
 - Parcels
 - FEMA 100 Year Floodplains (2013)
 - NYS Freshwater Wetlands (1999)
 - Federal Wetlands
 - Soils with Mineral Class
 - Prime Farmland
 - Farmland of Statewide Importance
 - Not Prime Soil





Find address or place

Map navigation controls: zoom in (+), zoom out (-), home, refresh, and a dropdown menu.

- Layers
- Municipal Boundaries
 - 911 Roads
 - NVS Contours (10)
 - Ag. District Properties
 - Parcels
 - FEMA 100 Year Floodplains (2013)
 - NVS Freshwater Wetlands (1997)
 - Federal Wetlands
 - Soils with Minerals Class
 - Prime Farmland
 - Farmland of Statewide Importance
 - Not Prime Soil

TOWN OF TRENTON PLANNING BOARD

JOHN PANZONE, Chairman
PAUL DAVIDSON, Member
CHRIS CRUMB, Member
DAVID CONSTABLE, Member

PO Box 206
Barneveld, NY 13304-0206
TDD Dial 711
FAX (315) 896-4045
pbsecretary@town.trenton.ny.us
www.town.trenton.ny.us

BILL NOETH, Member
JOE SAMSON, Member
KATHY KELLOGG, Member
THERESA INSERRA, Secretary

Jordan Energy
165 Jordan Road
Troy, NY 12180

Spinella Engineering, PLLC
John Spinella
52 Oxford Road
New Hartford, NY 13413

Scott Collins
151 Mappa Ave
Barneveld, NY 13304

Application No. 21077
Parcel I.D. No. 194.000-1-47 &
194.000-1-48
Zoning: R1.5

February 9, 2022

Dear Sirs:

At its regular meeting on February 7, 2022, the Planning Board for the Town of Trenton, NY voted to approve your application to install a large-scale solar system on the property located at 151 Mappa Ave, Barneveld, NY 13304.

The Planning Board's approval was based upon the representations, specifications and details contained in the plans, maps, drawings and documentation submitted to the Planning Board in support of the application, including but not limited to the following:

- Application for Site Plan Approval signed by the applicants and dated June 15, 2021
- Full Environmental Assessment Form Part 1 signed by the applicant and dated 12/3/21
- EAF Mapper Summary Report dated December 29, 2020
- Collins Solar, LLC Facility Decommissioning Plan dated December 2021
- Additional documentation as request by and received by the Planning Board

Copies of the above documents can be obtained by contacting me at the Town of Trenton.

The Town of Trenton is an equal opportunity provider, and employer.

TOWN OF TRENTON PLANNING BOARD

JOHN PANZONE, Chairman
PAUL DAVIDSON, Member
CHRIS CRUMB, Member
DAVID CONSTABLE, Member

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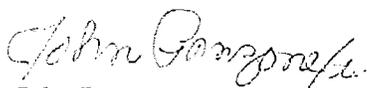
Input was also received during appearances from the applicant(s) made during regular meetings, emails and telephone calls made by the applicants and the public to various town officials.

Your approval is based upon the receipt of a signed final Decommissioning Plan received and reviewed by our Town Attorney and the Town Board. Your project approval is also contingent upon receipt of all required fees incurred by the Town of Trenton during the review of this project.

Please remember to coordinate your efforts with the town zoning and codes officers to make sure you remain in compliance with all applicable laws, rules and regulations. Also remember that you are approved to use the subject property for the purposes of your project only after you have received a certificate of zoning compliance from the town zoning enforcement officer and a certificate of occupancy, if applicable, from the town codes enforcement officer.

Thank you for your courtesies and cooperation. If you require further assistance, you are welcome to contact me at the Trenton Town Hall at (315) 896-2664.

Sincerely,



John Panzone

Chairman, Town of Trenton Planning Board

Cc: Town of Trenton Town Clerk
Town of Trenton Town Supervisor
Town of Trenton Zoning Officer
Town of Trenton Codes Enforcement Officer
Town of Trenton Building Safety Inspector
Town of Trenton Assessor
Town Attorney
Town of Trenton Parcel File

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TOWN OF TRENTON

JOSEPH E. SMITH, Supervisor
STANLEY K. HARRIS, Town Clerk
ANNE ZIELENSKI Town Justice
JASON STIEHL, Highway Superintendent

PO Box 206
Barneveld, NY 13304-0206
TDD Dial 711
FAX (315) 896-4045
trenton@town.trenton.ny.us
www.town.trenton.ny.us

STEPHEN A. GODFREY, Councilman
BETSY BEIL MACK, Councilwoman
JAMES FARR, Councilman
MICHAEL BENNISON, Councilman

Jordan Energy
165 Jordan Road
Troy, NY 12180

Spinella Engineering, PLLC
John Spinella
52 Oxford Road
New Hartford, NY 13413

Scott Collins
151 Mappa Ave
Barneveld, NY NY

Application No. 21126 (21077)
Parcel I.D. No. 194.000-1-47 &
194.000-1-48

Zoning: R1.5

May 11, 2022

Dear Mr. Collins,

I am pleased to inform you that the Town of Trenton Planning Board has reviewed your application for Site Plan Review. You have been approved to construct and operate a Tier 3 Solar System on your property at 151 Mappa Ave, in Barneveld. The Planning Board will be sending you an approval letter under separate cover. You are required to comply with any and all conditions of the Planning Board approval. This letter serves as your approved Zoning Permit. Please retain this letter for your records.

If construction of the project in accordance with the approved plans and specifications has not begun within one year after the date of the Planning Board resolution approving the site plan and authorizing issuance of a building permit or if construction is not completed within the date set therefor by the Planning Board in its approval, or, if in the opinion of the Planning Board, a significant change to the site plan has been made after its approval, the site plan and all building permits issued thereunder shall become null and void; the approval shall be deemed revoked and vacated by the Planning Board, unless the applicant shall obtain written extension of time from the Planning Board on such conditions as the Planning Board may require in order to ensure completion of construction in accordance with approved site plan.

Before commencing any construction, you must first obtain a Building Permit from Ken Cutler, the Building Codes Inspector. Mr. Cutler enforces the New York State Building Code for the Town of Trenton. Please contact him at 315-534-2581. If your project requires any digging or excavation, you are also required to contact Dig Safely New York to locate any underground utilities at least 10 working days prior to starting your project. Dig Safely New York may be contacted at 1-800-962-7962 or at www.digsafelynewyork.com.

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TOWN OF TRENTON

JOSEPH E. SMITH, Supervisor
STANLEY K. HARRIS, Town Clerk
ANNE ZIELENSKI, Town Justice
JASON STIEHL, Highway Superintendent

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STEPHEN A. GODFREY, Councilman
BETSY BEIL MACK, Councilwoman
JAMES FARR, Councilman
MICHAEL BENNISON, Councilman

Thank you for your cooperation and understanding. If you have any questions, please contact me at 315-534-0989. Good Luck with your project!

Sincerely,



Leo R. Boulerice
Zoning Enforcement Officer
zoning@town.trenton.ny.us

Cc: File, Town Clerk, Tax Assessor, Codes Enforcement Officer, Planning Board



The Town of Trenton is an equal opportunity provider, and employer.

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: Collins Solar		
Project Location (describe, and attach a general location map): 155 Mappa Avenue, Barneveld, NY 13304		
Brief Description of Proposed Action (include purpose or need): Development and construction of a 6,588 kW DC (5,000.00 kW AC) Community (Virtual Net-Metered) Solar Array. The Proposed Action would be located mostly on a parcel with Oneida County GIS Tax Map ID 194.000-1-47 with a smaller portion on a parcel with a Oneida County GIS Tax Map ID of 194.000-1-48. Both parcels are owned by Scott R. Collins and leased to the Applicant/Sponsor.		
Name of Applicant/Sponsor: Jordan Energy & Food Enterprises, LLC (attn: Jake Yurek, Chief Operating Officer)		Telephone:(312) 358-5085 E-Mail:jake@jordanenergy.org
Address:165 Jordan Road		
City/PO:Troy	State:NY	Zip Code:12180
Project Contact (if not same as sponsor; give name and title/role): Bill Jordan		Telephone:518-326-1104 E-Mail:Bill@Jordanenergy.org
Address: 165 Jordan Road		
City/PO: Troy	State: NY	Zip Code: 12180
Property Owner (if not same as sponsor): Scott Collins		Telephone: 315-794-4072 E-Mail:cmanor@roadrunner.com
Address: 151 Mappa Ave.		
City/PO: Barneveld	State: NY	Zip Code:13304

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 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	Town of Trenton Planning Board	
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Trenton Zoning Board of Appeals	
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Highway Department, Police Department, Fire Department	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Oneida County	
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS DEC, SHPO, NYSERDA, Low and Moderate Income Adder	Projected: 11/01/2021
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
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? Yes No

- 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? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes 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?) Yes 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? Yes No

If Yes, identify the plan(s):
 Oneida County Agricultural and Farmland Protection Plan, June 2017

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?
 The proposed site is zoned R 1.5 (Low Density Residential) and within a designated Oneida County Agricultural District.

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? Holland Patent Central School District

b. What police or other public protection forces serve the project site?
Oneida County Sheriff's Office and the New York State Police

c. Which fire protection and emergency medical services serve the project site?
Barneveld Volunteer Fire Department, Oneida County Department of Emergency Services

d. What parks serve the project site?
Trenton Town Park is approximately one mile from the site of the Proposed Action.

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)? Commercial - 6,588 kW DC (5,000 kW AC) solar photovoltaic electric facility

b. a. Total acreage of the site of the proposed action? _____ 216.7 acres
 b. Total acreage to be physically disturbed? _____ 18.7 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 216.7 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: _____ 3 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 TBD

ii. Dimensions (in feet) of largest proposed structure: 12 height; 26 width; and +/- 500 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? (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): _____

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?
 _____ 707 Square feet or _____ 0.02 acres (impervious surface)
 _____ Square feet or _____ 25 acres (parcel size)
 ii. Describe types of new point sources: ^{Inverter Pads} _____

 iii. 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)?
 Sheet flow from rows of arrays will drain to vegetated ground surface below each row and to existing stormwater features.

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • 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)

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

 iii. 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:
 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 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 ½ 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: _____ 7am-5pm _____ • Saturday: _____ N/A _____ • Sunday: _____ N/A _____ • Holidays: _____ N/A _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24/7 Continuous Power Generation _____ • Saturday: _____ 24/7 Continuous Power Generation _____ • Sunday: _____ 24/7 Continuous Power Generation _____ • Holidays: _____ 24/7 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:
 General construction activity including tractor trailers, dump trucks, excavator, and post driving atv _____

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:
 Small motion detection lamps for security purposes. Generally near invert pads and the access gate. No more than 10-ft high aimed generally downward. _____

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): Non-productive Agricultural land

ii. If mix of uses, generally describe:

Site of Proposed Action is mostly agricultural land with a small forested section. Land is not currently farmed.

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	0.02	+0.02
• Forested	32	31.2	-0.8
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	79	79.8	+0.8
• Agricultural (includes active orchards, field, greenhouse etc.)	105.7	105.7	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• 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): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

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:

A	_____	12%
D	_____	88%
	_____	%

d. What is the average depth to the water table on the project site? Average: _____ 4 feet

e. Drainage status of project site soils:

- Well Drained: _____ 42% of site
- Moderately Well Drained: _____ 44% of site
- Poorly Drained _____ 14% 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 _____ Classification _____
- Lakes or Ponds: Name Freshwater Pond (Farm Pond) Classification _____
- Wetlands: Name Freshwater Forested/Shrub Wetland Approximate Size 3.7 Acres
- 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: _____

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:	_____ _____ _____ _____
Squirrel _____ Deer _____ Birds _____	Rabbit _____ Raccoons _____
n. Does the project site contain a designated significant natural community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____	
<i>ii.</i> Source(s) of description or evaluation: _____	
<i>iii.</i> Extent of community/habitat:	
<ul style="list-style-type: none"> • 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>i.</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>i.</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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, provide county plus district name/number: ONEI007	
b. Are agricultural lands consisting of highly productive soils present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>i.</i> If Yes: acreage(s) on project site? 10.7	
<i>ii.</i> Source(s) of soil rating(s): 2020 NEW YORK AGRICULTURAL LAND CLASSIFICATION - ONEIDA - JANUARY 1, 2020 (Class 3 soils present)	
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>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature	
<i>ii.</i> 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>i.</i> CEA name: _____	
<i>ii.</i> Basis for designation: _____	
<i>iii.</i> 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? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. 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? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. 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? Yes No

If Yes:

i. Identify resource: Trenton Town Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Local Park

iii. Distance between project and resource: _____ Approx. 1 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

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

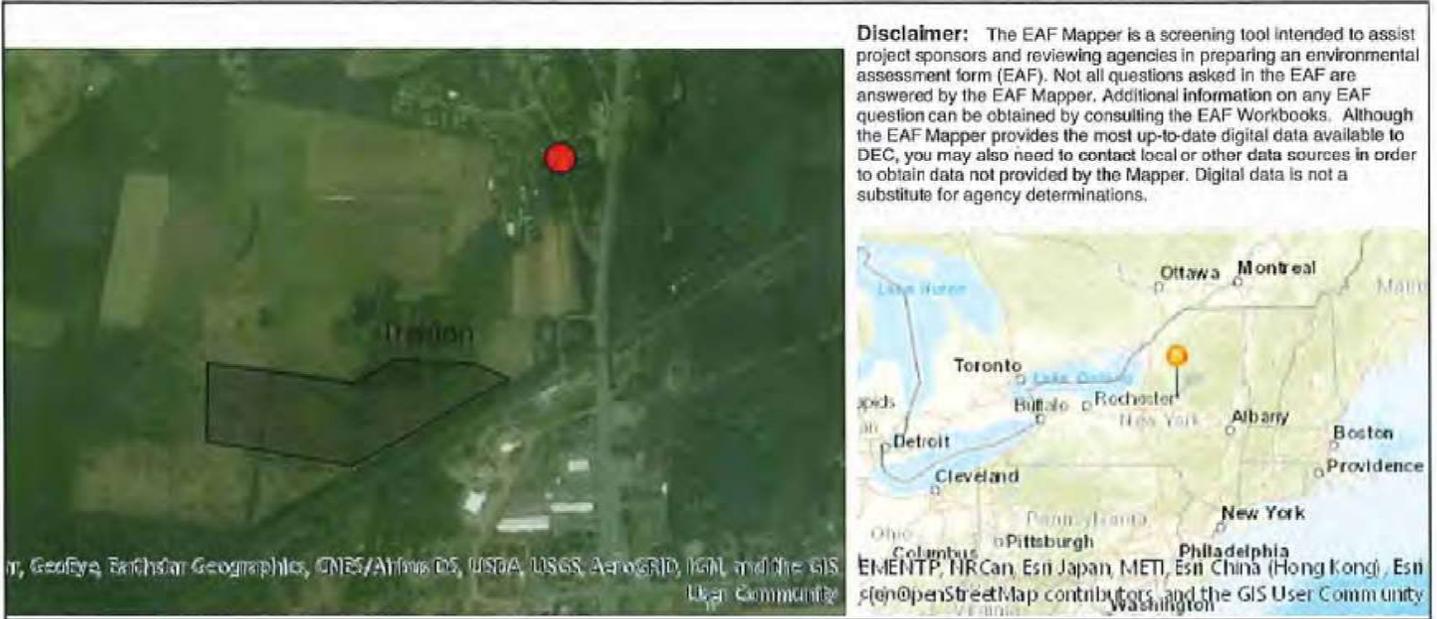
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name William P. Jordan Date 12/3/21

Signature William P. Jordan Title CEO



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.1.i [Coastal or Waterfront Area]	No
B.1.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]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
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.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]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	ONEI007
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.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type I 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

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the TOWN OF TRENTON NY 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 617.7(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: COLLINS SOLAR LLC

Name of Lead Agency: TOWN OF TRENTON NY PLANNING BOARD

Name of Responsible Officer in Lead Agency: JOHN PANZONE - CHAIRMAN

Title of Responsible Officer: Chairman

Signature of Responsible Officer in Lead Agency: John Panzone Date: 5/31/2022

Signature of Preparer (if different from Responsible Officer): Christine P. Deanna Date: 5/31/2022

For Further Information:

Contact Person: John Panzone - Town of Trenton
Address: 8520 Old Poland Rd. P.O. Box 206, Barneveld, NY 13304
Telephone Number: 315 896 2664
E-mail: pssecretary@town.trenton.ny.us

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>

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of April 4, 2022 (the "Effective Date") is made by and among the town of Trenton (the "Town") and Collins Solar LLC ("Project Company", together with the Town, the "Parties").

WHEREAS, Project Company intends to build a solar energy generation project (hereafter "Project") at 155 Mappa Ave., Barneveld, NY in the Town of Trenton; and

WHEREAS, Developer intends to permit, construct, operate and maintain solar energy facilities with an aggregate size of five (megawatts of alternating current nameplate capacity that will generate electric power on a portion of property owned by Scott Collins, more particularly identified hereto, and commonly know as Collins Solar LLC (Tax Parcel ID Numbers 194.000-1-47 & 194.000-1-48, "the property"), the parcel being located within the Town of Trenton, Oneida County, New York:

WHEREAS, the Project has an expected useful economic life of 25 years whereupon Project Company will decommission the Project under the terms of this Agreement;

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Prior to the commencement of project construction, Developer shall obtain and deliver to the Town a performance bond in form and substance reasonably satisfactory to the Town in the amount of one-hundred and four thousand dollars (\$104,000) securing performance of Project Company's obligation to remove the Project (the "Decommissioning Bond"). It is agreed by the parties that final issuance of a building permit shall be conditioned upon receipt and approval by the Town of such bond. Any bond provided by Project Company as security to remove the Project shall be from a financial institution or surety or affiliate with an AM Best's rating of not less than A and that is authorized to do business in New York.

2. The Project anniversary date shall be one year after the Month and Day that energy generation operations begin at the Project Site (the "Anniversary Date"), and every year thereafter. Project Company agrees to increase the bond amount by an additional 3% every year on the Anniversary Date in accordance with the Attached Exhibit A, incorporate and made a part hereof.

3. The Parties agree that the performance bond shall be used solely to guarantee any decommissioning costs of the Project, as defined herein. Provided Project Company complies with its obligations to maintain said performance bond in accordance with this Agreement and

Exhibit A, Project Company shall have no further payment obligations in connection with funding the decommissioning of the project site during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount of the performance bond provided, Project Company shall be responsible for any such excess costs.

4. Decommissioning Costs shall include, but not be limited to, the cost of all equipment removal, removal of connections to the electrical grid; site restoration including land scaping, reseeding, tree planting, and removal of any paved surface, appurtenance, or accessory structure constructed for the Project or within the Project site, as necessary to restore the site to its condition prior to commencement of project construction

5. The Parties agree that the decommissioning process of the Project shall commence for any of the following reasons: (a) Project Company provides written notice to the Town of its intent to retire or decommission the Project (the "Project Company Decommissioning Notice"); (b) construction of the Project has not started within eighteen (18) months of site plan being approved by the Town; or (c) the Project ceases to be operational for more than twelve (12) consecutive months.

6. The Town shall provide Project Company thirty (30) days written notice (the "Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town subsequent to any event under paragraph 5 (b) or (c). In the event the Project Company fails to decommission the project within one-hundred eighty (180) days after providing Project Company Decommissioning Notice or fails to respond with a reasonable explanation for the delay in the construction or cessation of operation of the project within 30 days of the Town Decommissioning Notice made pursuant to paragraphs 5 (b) or (c) herein, the Town may commence the decommissioning of the Project. For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Project Company.

7. In the event Project Company fails to increase the value of the Decommissioning Bond by the appropriate amount on any Anniversary Date following project completion, it will be deemed a material breach of this agreement, and Project Company will have thirty (30) days to cure the breach and deliver the revised Decommissioning Bond pursuant to paragraphs 2 and 3 herein and the attached Exhibit A. If Project Company fails to cure the breach, it is agreed the Town is entitled to actual damages, sum certain, in the amount of the difference between the Decommissioning Bond in force at the time of the breach and the Year 25 Anniversary Date bond value given in Exhibit A (\$192,810.00), except that if such a breach occurs after the 25th year of project operation, the Town may calculate damages based on the difference between the Decommissioning Bond in force at the time of the breach and market estimates for decommissioning costs until the end of the useful life of the Project as provided by a qualified public engineer, licensed in the State of New York.

8. Upon removal of the infrastructure and disposal of all components of the Project from the site on which the Project is built, and upon restoration of the site to its previous

appearance, this agreement and Project Company's obligation to provide a Decommissioning Bond pursuant to preceding paragraphs 1, 2, and 3 shall terminate.

9. This agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Project Company may assign this Agreement to any subsidiary, or purchaser or transferee of the Project. The Parties agree to execute and deliver any additional document or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement.

10. The waiver of compliance at any time with respect to any of the provisions, terms, or conditions of this Agreement shall not be considered a waiver of such provision, term, or condition itself or of any of the other provisions, terms, or conditions hereof or bar its enforcement at any time thereafter.

11. In the event that any action is instituted by the Town under this Agreement to enforce or interpret any of the terms hereof, Project Company shall pay all court costs and expenses, including reasonable attorneys' fees, incurred by Town with respect to such action.

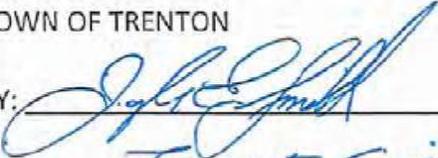
12. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the law of New York.

13. The Parties agree that any action arising under this agreement, or to enforce this agreement, shall be brought in a court of competent jurisdiction in the County of Oneida, State of New York.

14. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives thereunto duly authorized as of the date first above written.

TOWN OF TRENTON

BY: 

Name: Joseph E. Smith

Title: Supervisor

COLLINS SOLAR, LLC

By: 

Name: WILLIAM C. ZACHARY

Title: AUTHORIZED SIGNATORY

Exhibit A

Cost of Decommissioning System <u>Tasks</u>	Man Hours	Prevailing Wage	Supplemental	Labor Cost	Materials/Equipment	T&M Cost
Remove Back Wiring	40	\$ 35.95	\$ 29.00	\$ 2,598.00		\$ 2,598.00
Remove Panels	40	\$ 39.95	\$ 29.00	\$ 2,598.00		\$ 2,598.00
Dismantle Racks	200	\$ 35.95	\$ 29.00	\$ 12,990.00		\$ 12,990.00
Remove Electrical Equipment	24	\$ 41.00	\$ 31.02	\$ 1,728.48		\$ 1,728.48
Breakup and Remove Concrete Pads/Ballasts	24	\$ 35.95	\$ 29.00	\$ 1,558.80		\$ 1,558.80
Remove Racks	120	\$ 35.95	\$ 29.00	\$ 7,794.00		\$ 7,794.00
Remove Cable	90	\$ 35.95	\$ 29.00	\$ 5,845.50		\$ 5,845.50
Equipment Rental for Post Removal(1 week)					\$ 2,396.52	\$ 4,793.04
Class A3 Operating Engineer	40	\$ 53.77	\$ 31.70	\$ 3,418.80		\$ 3,418.80
2 Additional General Laborers	80	\$ 35.95	\$ 29.00	\$ 5,196.00		\$ 5,196.00
Remove Utility Poles (1 Day, 4 poles)					\$ 685.00	\$ 1,370.00
Class A3 Operating Engineer	8	\$ 53.77	\$ 31.70	\$ 683.76		\$ 683.76
2 Additional General Laborers	16	\$ 35.95	\$ 29.00	\$ 1,039.20		\$ 1,039.20
Remove Fence	72	\$ 35.95	\$ 29.00	\$ 4,676.40		\$ 4,676.40
Grading	60	\$ 35.95	\$ 29.00	\$ 3,897.00		\$ 3,897.00
Seed Disturbed Area	4	\$ 35.95	\$ 29.00	\$ 259.80	\$ 100.00	\$ 459.80
Truck to Recycle Center	16	\$ 35.95	\$ 29.00	\$ 1,039.20	\$ 2,000.00	\$ 5,039.20
Fuel Costs					\$ 400.00	\$ 400.00
				Overhead	20%	\$ 13,217.20
				Profit	15%	\$ 9,896.82
				Contingency	22%	\$ 14,800.00
				Total Cost		\$ 104,000.00

Decommissioning Fund (Deposits)			
Inflation	2.50%		
Year	Amount (\$)	Cumulative (\$)	
Start of Construction	\$ 104,000		
1	\$ 2,600	\$	106,600
2	\$ 2,665	\$	109,265
3	\$ 2,732	\$	111,997
4	\$ 2,800	\$	114,797
5	\$ 2,870	\$	117,666
6	\$ 2,942	\$	120,608
7	\$ 3,015	\$	123,623
8	\$ 3,091	\$	126,714
9	\$ 3,168	\$	129,882
10	\$ 3,247	\$	133,129
11	\$ 3,328	\$	136,457
12	\$ 3,411	\$	139,868
13	\$ 3,497	\$	143,365
14	\$ 3,584	\$	146,949
15	\$ 3,674	\$	150,623
16	\$ 3,766	\$	154,389
17	\$ 3,860	\$	158,248
18	\$ 3,956	\$	162,205
19	\$ 4,055	\$	166,260
20	\$ 4,156	\$	170,416
21	\$ 4,260	\$	174,677
22	\$ 4,367	\$	179,043
23	\$ 4,476	\$	183,520
24	\$ 4,588	\$	188,107
25	\$ 4,703	\$	192,810

DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS: That we, Collins Solar LLC as Principal, and , Arch Insurance Company an Missouri corporation duly authorized under the laws of the State of New York as Surety, are held and firmly bound unto Town of Trenton, as Oblige in the maximum aggregate penal sum of One Hundred Four Thousand &00/100 Dollars (\$104,000.00) lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents. Surety is authorized to do business in the State of New York by virtue of the attached State of New York Department of Financial Services License.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Oblige have entered into an agreement whereby principal agrees to complete decommissioning in accordance with the Decommissioning Agreement which said agreement, dated April 4, 2022, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of the decommissioning referred to in said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by, and well and truly keep and perform the decommissioning provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Oblige, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Provided further, that if the Principal fails to respond to the Oblige's notice of default or fails to perform its Decommissioning responsibilities as outlined in said agreement the Surety shall promptly and at the Surety's election and expense take one of the following actions:

1. Arrange for the Principal, with consent of the Oblige, to perform and complete the Decommissioning; or
2. Undertake to perform and complete the Decommissioning itself, through its agents or through independent contractors; or
3. Waive its right to perform the Decommissioning and forfeit the full bond penalty to the Oblige.

The surety may cancel this bond at any time by giving the Oblige sixty (60) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Oblige within thirty (30) days of the receipt by the Oblige of the Notice of Cancellation, the surety may choose to reinstate this bond, otherwise the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Oblige.

Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Obligee be obligated for the payment thereof.

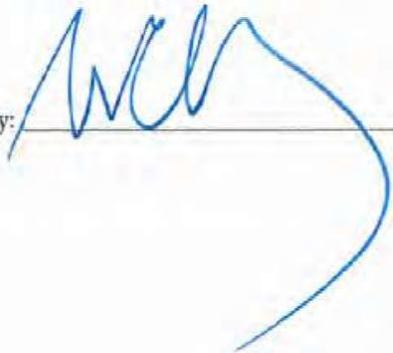
The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 2nd day of December, 2022.

Collins Solar LLC

Arch Insurance Company

By:



By:



Cathy Combs, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Allison Thornhill, Brad Mapes, Cathy Combs, Elizabeth Harmon, Jaimie Kangas, Karl Choltus, Sarah Harren and Stefan K. Engelhardt of Portland, OR (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 27th day of October, 2022.

Attested and Certified

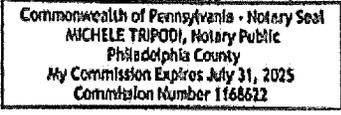
Signature of Regan A. Shulman, Secretary



Signature of Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Signature of Michele Tripodi, Notary Public

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 27, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 2nd day of December, 2022.

Signature of Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division, 3 Parkway, Suite 1500, Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

NOTICE OF GROUND LEASE

This **NOTICE OF GROUND LEASE** (this “Notice”), dated March 13, 2023 (the “Effective Date”), is by and between **SCOTT R. COLLINS**, an individual (“Landlord”), and **COLLINS SOLAR, LLC**, a New York limited liability company (“Tenant”). Landlord and Tenant are also referred to herein individually as a “Party” and collectively as the “Parties”.

Landlord and Tenant hereby acknowledge the following:

1. Landlord. The name of the Landlord is Scott R. Collins, an individual residing at 151 Mappa Avenue, Barneveld, New York 11304.

2. Tenant. The name of the Tenant is Collins Solar, LLC, a New York limited liability company with an address of P.O. Box 8543, New York, New York 10150.

3. Lease; Property. Landlord and Tenant have entered into that certain Ground Lease, dated July 29, 2022 (as the same may be amended from time to time, the “Lease”), pursuant to which, Landlord leases to Tenant, and Tenant leases from Landlord, an approximate 21.78 acre portion of certain real property, and any improvements located thereon, situate in the Town of Trenton, County of Oneida and State of New York, having a mailing address of 151 Mappa Avenue, Barneveld, New York 11304, and otherwise known in said Town as Tax Parcel Identification Nos. 194.000-1-47 and 194.000-1-48, as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference (the “Leased Premises”).

4. Term. The term of the Lease consists of a Development and Construction Period, an Operations Period, and a Decommissioning Period, as follows:

(a) The Development and Construction Period began on the commencement date of the Lease of July 29, 2022 and will terminate on the earliest of:

- (i) delivery by Tenant of notice of termination;
- (ii) 365 days after the commencement of the Development Period, provided that Tenant has the right to extend such time for up to two (2) additional periods of six (6) months each; or
- (iii) the Operations Period Commencement Date;

(b) The Operations Period will commence on the earlier of (i) 12:01 a.m. on the first day after the Commercial Operation Date (as such term is defined in the Lease) or (ii) Tenant’s election to commence the Operations Period, and will terminate at 11:59 p.m. on the last day of the month in which the twenty-fifth (25th) anniversary of the Operations Period Commencement Date (as such term is defined in the Lease) occurs. Tenant also has the right to extend the Operations Period for up to three (3) five year (5) extension terms.

(c) The Decommissioning Period will commence on the expiration of the Operations Period, and will continue for a period of 180 days (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period will extend to July 31 of the year following the expiration of the Operations Period), whereupon the Lease will expire and be of no further force and effect.

5. Conflicts. In the event of any conflict between this Notice and the Lease, the provisions of the Lease shall control. This instrument is intended to be only a memorandum of the Lease, and reference to the Lease is hereby made for all of the terms, conditions and covenants thereof. This Notice shall not be construed to modify, change or interpret the Lease or any of the terms, covenants or conditions thereof. In all instances, reference to the Lease should be made for a full description of the rights and obligations of the Parties.

6. Counterparts. This Notice may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument.

[Signature Page to Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Notice as of the date first above written.

LANDLORD:

SCOTT R. COLLINS
an Individual

By: Scott R. Collins
Scott R. Collins

TENANT:

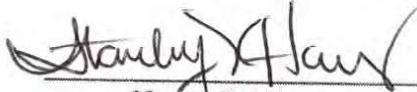
COLLINS SOLAR, LLC
a New York limited liability company

By: Stacey L. Hughes
Stacey L. Hughes
Authorized Signatory

ACKNOWLEDGMENTS

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

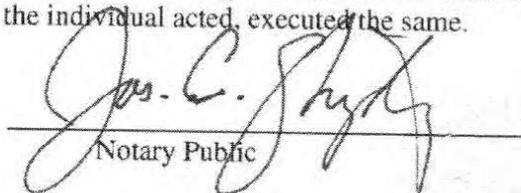
On the 13th day of March, 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Scott R. Collins**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.


Notary Public

STANLEY K. HARRIS
Notary Public - State of New York
Registration No. 01HA6262282
Qualified in Oneida County
My Commission Expires: May 21, 2024

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

On the 13th day of March, 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Stacey L. Hughes, as an Authorized Signatory of Collins Solar, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.


Notary Public

JOSEPH CASPER SHIPLEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SH6326981
Qualified in New York County
My Commission Expires 07-06-2023

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF TRENTON, COUNTY OF ONEIDA AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a point on the northerly highway boundary of Collins Place, said point standing therein distant S84°20'43"W 160.15 feet as measured along the northerly highway boundary of Collins Place from a concrete monument standing at the intersection of the northerly highway boundary of Collins Place with the westerly highway boundary of New York State Route 12; thence S42°17'24"W 107.29 feet along the northerly highway boundary of Collins Place to a concrete monument standing on the northerly boundary of Valerie R. Collins (Now or Formerly); thence N85°40'31"W 528.06 feet along the northerly boundary of Valerie R. Collins and a westerly extension thereof to a point; thence S30°00'00"W 437.69 feet to a point; thence S64°54'57"W 388.81 feet to a point; thence N89°21'53"W 319.83 feet to a point; thence S03°28'26"W 16.41 feet to a point; thence S09°37'27"W 437.88 feet to a point; thence S59°36'17"W 69.89 feet to a point; thence S77°29'01"W 273.44 feet to a point; thence S89°59'48"W 1041.59 feet to a point; thence N00°09'49"E 227.89 feet to a point; thence S89°59'07"E 195.16 feet to a point; thence N00°19'52"W 229.59 feet to a point; thence N55°08'47"E 25.25 feet to a point; thence N00°25'31"W 137.77 feet to a point; thence N72°28'29"W 222.13 feet to a point; thence N00°10'50"E 102.93 feet to a point; thence N89°41'51"E 221.03 feet to a point; thence S80°47'57"E 533.99 feet to a point; thence S80°21'36"E 366.51 feet to a point; thence S79°35'25"E 338.23 feet to a point; thence S89°21'53"E 311.42 feet to a point; thence N64°54'57"E 372.61 feet to a point; thence N30°00'00"E 447.08 feet to a point; thence N89°13'55"E 615.37 feet to the point and place of beginning.

The above described premises containing 21.78± acres of land more or less.

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

19-Mar-23

Name of Applicant: Collins Solar, LLC
135 E. 57th St, NY, NY 10022

Description of Project: 5 MW AC Solar Facility

Name of All Sublessees or Other Occupants of Facility: _____

Principals or Parent of Applicant: Applicant is single member LLC
Sunlight PV, LLC wholly owns Collins Solar, LLC

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

Estimated Date of Completion of Project: Oct-23

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	\$ 2,000,000
Site Preparation/Parking Lot Construction	\$ 500,000
Machinery & Equipment (other than furniture)	\$ 4,600,000
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ 60,000
Legal Fees (applicant, IDA, bank, other counsel)	\$ 36,000
Financial (all costs related to project financing)	\$ 15,000
Permits	\$ 100,000
Other	\$ 457,235
Agency Fee	\$ 38,841
TOTAL COST OF PROJECT	\$ 7,807,076

Page 18 of application

Assistance Provided by the Following:

EDGE Loan:	
MVEDD Loan:	
Grants - Please indicate source & Amount:	\$ 4,830,900
Other Loans - Please indicate source & Amount:	

4830900
NY Sun Program and FED ITC

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	\$ 25,000
Average of Construction Jobs	\$ 32,000

Note: \$1,000,000 in construction expenditures generates 15 person - years of employment
Construction Person Years of Employment: **13**

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	\$ 400,000	\$ 17,000
TOTALS Calculation of Benefits (3 Yr Period)	\$ 400,000	\$ 17,000

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	\$ 144,000	\$ 14,040
TOTAL TAXABLE GOODS & SERVICES			\$ 144,000	\$ 14,040

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:	\$	33.962962	Holand Patent	22-23
Tax Rate for Municipality where facility is located: INCL JOINT FIRE	\$	3.617717	Trenton	23
Tax Rate for County:	\$	10.210711	Oneida	23
		Total Rate:		
				47.79139
Real Property Taxes Paid:	\$	-		

COSTS: IDA BENEFITS

0

Real Property Taxes Abatement	\$	1,628,296.00
Mortgage Tax Abated (.75%)	\$	-
Estimated Sales Tax Abated During Construction Period (8.75%)	\$	-
Total:	\$	1,628,296.00

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.

**Inducement Resolution
Collins Solar, LLC
Oneida East Community Solar Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING PRELIMINARY OFFICIAL ACTION IN CONNECTION WITH A LEASE-LEASEBACK TRANSACTION FOR THE BENEFIT OF COLLINS 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, Collins Solar, LLC, on behalf of itself and/or the principals of Collins 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 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 and turnaround, security fencing and gating; safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 21.78± acre portion of two parcels of land measuring 216.5± acre in the aggregate located at 155 Mappa Avenue, Town of Trenton, 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 will be leased by Scott R. Collins (the "Owner") to the Company pursuant to a lease (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 March 13, 2023 (the “Application”) the value of the Financial Assistance is described as follows:

- Real property tax abatement \$1,628,296.00 (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 Town of Trenton 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 Town of Trenton (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 March 28, 2023 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:

Members Present Webex/Teleconference:

Member Excused:

EDGE Staff Present:

EDGE Staff Present Webex/Teleconference:

Others Present:

Others Present Webex/Teleconference:

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 April __, 2023, at _____ a.m., local time, at Town of Trenton Municipal Center, 8520 Old Poland Road, Barneveld, Town of Trenton, Oneida County, New York in connection with the following matters:

Collins Solar, LLC, on behalf of itself and/or the principals of Collins 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 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 and turnaround, security fencing and gating; safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 21.78± acre portion of two parcels of land measuring 216.5± acre in the aggregate located at 155 Mappa Avenue, Town of Trenton, 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. Scott R. Collins (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. Members of the public may also listen to the Public Hearing by calling 1-408-418-9388 (Access code: 263 426 20897). Minutes of the Public Hearing will be transcribed and posted on the Agency's website. 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.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: April __, 2023

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

EXHIBIT B

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

Oneida County Industrial Development Agency
Lease-Leaseback Transaction
Collins Solar, LLC (Barneveld Community Solar 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:

Collins Solar, LLC, on behalf of itself and/or the principals of Collins 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 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 and turnaround, security fencing and gating; safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 21.78± acre portion of two parcels of land measuring 216.5± acre in the aggregate located at 155 Mappa Avenue, Town of Trenton, 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. Scott R. Collins (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 April __, 2023 at _____ a.m. local time, at Town of Trenton Municipal Center, 8520 Old Poland Road, Barneveld, Town of Trenton, 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

TOWN OF TRENTON PLANNING BOARD

JOHN PANZONE, Chairman
PAUL DAVIDSON, Member
CHRIS CRUMB, Member
DAVID CONSTABLE, Member

PO Box 206
Barneveld, NY 13304-0206
TDD Dial 711
FAX (315) 896-4045
pbsecretary@town.trenton.ny.us
www.town.trenton.ny.us

BILL NOETH, Member
JOE SAMSON, Member
KATHY KELLOGG, Member
THERESA INSERRA, Secretary

Jordan Energy
165 Jordan Road
Troy, NY 12180

Application No. 21077
Parcel I.D. No. 194.000-1-47 &
194.000-1-48
Zoning: R1.5

Spinella Engineering, PLLC
John Spinella
52 Oxford Road
New Hartford, NY 13413

Scott Collins
151 Mappa Ave
Barneveld, NY 13304

February 9, 2022

Dear Sirs:

At its regular meeting on February 7, 2022, the Planning Board for the Town of Trenton, NY voted to approve your application to install a large-scale solar system on the property located at 151 Mappa Ave, Barneveld, NY 13304.

The Planning Board's approval was based upon the representations, specifications and details contained in the plans, maps, drawings and documentation submitted to the Planning Board in support of the application, including but not limited to the following:

- Application for Site Plan Approval signed by the applicants and dated June 15, 2021
- Full Environmental Assessment Form Part 1 signed by the applicant and dated 12/3/21
- EAF Mapper Summary Report dated December 29, 2020
- Collins Solar, LLC Facility Decommissioning Plan dated December 2021
- Additional documentation as request by and received by the Planning Board

Copies of the above documents can be obtained by contacting me at the Town of Trenton.

The Town of Trenton is an equal opportunity provider, and employer.

TOWN OF TRENTON PLANNING BOARD

JOHN PANZONE, Chairman
PAUL DAVIDSON, Member
CHRIS CRUMB, Member
DAVID CONSTABLE, Member

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BILL NOETH, Member
JOE SAMSON, Member
KATHY KELLOGG, Member
THERESA INSERRA, Secretary

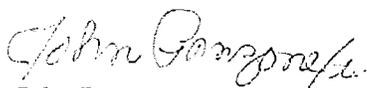
Input was also received during appearances from the applicant(s) made during regular meetings, emails and telephone calls made by the applicants and the public to various town officials.

Your approval is based upon the receipt of a signed final Decommissioning Plan received and reviewed by our Town Attorney and the Town Board. Your project approval is also contingent upon receipt of all required fees incurred by the Town of Trenton during the review of this project.

Please remember to coordinate your efforts with the town zoning and codes officers to make sure you remain in compliance with all applicable laws, rules and regulations. Also remember that you are approved to use the subject property for the purposes of your project only after you have received a certificate of zoning compliance from the town zoning enforcement officer and a certificate of occupancy, if applicable, from the town codes enforcement officer.

Thank you for your courtesies and cooperation. If you require further assistance, you are welcome to contact me at the Trenton Town Hall at (315) 896-2664.

Sincerely,



John Panzone

Chairman, Town of Trenton Planning Board

Cc: Town of Trenton Town Clerk
Town of Trenton Town Supervisor
Town of Trenton Zoning Officer
Town of Trenton Codes Enforcement Officer
Town of Trenton Building Safety Inspector
Town of Trenton Assessor
Town Attorney
Town of Trenton Parcel File

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TOWN OF TRENTON

JOSEPH E. SMITH, Supervisor
STANLEY K. HARRIS, Town Clerk
ANNE ZIELENSKI Town Justice
JASON STIEHL, Highway Superintendent

PO Box 206
Barneveld, NY 13304-0206
TDD Dial 711
FAX (315) 896-4045
trenton@town.trenton.ny.us
www.town.trenton.ny.us

STEPHEN A. GODFREY, Councilman
BETSY BEIL MACK, Councilwoman
JAMES FARR, Councilman
MICHAEL BENNISON, Councilman

Jordan Energy
165 Jordan Road
Troy, NY 12180

Spinella Engineering, PLLC
John Spinella
52 Oxford Road
New Hartford, NY 13413

Scott Collins
151 Mappa Ave
Barneveld, NY NY

Application No. 21126 (21077)
Parcel I.D. No. 194.000-1-47 &
194.000-1-48

Zoning: R1.5

May 11, 2022

Dear Mr. Collins,

I am pleased to inform you that the Town of Trenton Planning Board has reviewed your application for Site Plan Review. You have been approved to construct and operate a Tier 3 Solar System on your property at 151 Mappa Ave, in Barneveld. The Planning Board will be sending you an approval letter under separate cover. You are required to comply with any and all conditions of the Planning Board approval. This letter serves as your approved Zoning Permit. Please retain this letter for your records.

If construction of the project in accordance with the approved plans and specifications has not begun within one year after the date of the Planning Board resolution approving the site plan and authorizing issuance of a building permit or if construction is not completed within the date set therefor by the Planning Board in its approval, or, if in the opinion of the Planning Board, a significant change to the site plan has been made after its approval, the site plan and all building permits issued thereunder shall become null and void; the approval shall be deemed revoked and vacated by the Planning Board, unless the applicant shall obtain written extension of time from the Planning Board on such conditions as the Planning Board may require in order to ensure completion of construction in accordance with approved site plan.

Before commencing any construction, you must first obtain a Building Permit from Ken Cutler, the Building Codes Inspector. Mr. Cutler enforces the New York State Building Code for the Town of Trenton. Please contact him at 315-534-2581. If your project requires any digging or excavation, you are also required to contact Dig Safely New York to locate any underground utilities at least 10 working days prior to starting your project. Dig Safely New York may be contacted at 1-800-962-7962 or at www.digsafelynewyork.com.

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TOWN OF TRENTON

JOSEPH E. SMITH, Supervisor
STANLEY K. HARRIS, Town Clerk
ANNE ZIELENSKI, Town Justice
JASON STIEHL, Highway Superintendent

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STEPHEN A. GODFREY, Councilman
BETSY BEIL MACK, Councilwoman
JAMES FARR, Councilman
MICHAEL BENNISON, Councilman

Thank you for your cooperation and understanding. If you have any questions, please contact me at 315-534-0989. Good Luck with your project!

Sincerely,



Leo R. Boulerice
Zoning Enforcement Officer
zoning@town.trenton.ny.us

Cc: File, Town Clerk, Tax Assessor, Codes Enforcement Officer, Planning Board



The Town of Trenton is an equal opportunity provider, and employer.

**SEQR Resolution
Collins Solar, LLC
Barneveld Community Solar Facility**

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

WHEREAS, Collins Solar, LLC, on behalf of itself and/or the principals of Collins 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 solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation onsite, access road and turnaround, security fencing and gating; safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 21.78± acre portion of two parcels of land measuring 216.5± acre in the aggregate located at 155 Mappa Avenue, Town of Trenton, 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 minutes of the May 31, 2022 meeting of the Town of Trenton Planning Board, its findings and negative declaration in connection with its site plan review (the "Planning Board Review"), 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 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 March 28, 2023 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:

Members Present Webex/Teleconference:

Member Excused:

EDGE Staff Present:

EDGE Staff Present Webex/Teleconference:

Others Present:

Others Present Webex/Teleconference:

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

Jennifer Waters
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

REQUEST FOR EXTENSION OR INCREASE OF SALES TAX EXEMPTION

Companies that wish to request either an extension of time, an increase in value, or both should complete this form and submit to the IDA at least 14 days prior to (i) the expiration of the current exemption or (ii) date on which increased purchases will be made. Please submit a current certificate of insurance evidencing the IDA is named as additional insured with this request. If necessary, please attach additional sheets to provide the IDA with all relevant information to consider this request.

Company Name: Horsht, LLC.- FIS/TLC IDA Project # 3001-21-Horsht

Nature of Request: Extension of time until (date) 09/30/2023 (mm/dd/yyyy)

Increase in value to (amount) \$ 186,479

Current FTEs at Facility: 348.00

Please describe the work that has been performed to date:

The FIS sheet metal building and TLC expansion are well underway. Both are almost completely constructed (structurally they are complete- waiting on some HVAC, electrical, etc.). Additional equipment will be purchased once complete.

Please describe the work that remains to be performed:

The FIS warehouse expansion has not begun, but is slated for Spring 2023. Building plans are being adjusted to account for MWBE businesses required by a possible ESD MWBE grant.

Please describe the reasons that an extension of time and/or increase in value is being requested (be specific about what has changed from the time the original application was submitted). If the Project Costs have changed from the original application, please complete the attached sheet that compares the original costs to the revised costs and provide an explanation for the change.

An extension of time is being requested because the FIS warehouse building was placed on hold last year. This was due to time constraints as well as high construction costs. FIS continues to be in need of additional warehouse space and has slated this to begin in the Spring. An increase in value is being requested as costs have increased, and we are currently unsure of the new total value because we are waiting for new quotes which will include MWBE businesses. It is anticipated that these costs will be higher. The requested increase is an estimate based off of costs incurred with the two expansions that were started last year.

Value of purchases and exemptions claimed to date:

Purchases
\$ 1,448,922

Exemptions
\$ 127,544

Value of purchases and exemptions projected to complete the project:

Purchases
\$ 2,118,434

Exemptions
\$ 186,479

TO BE COMPLETED BY OCIDA

Date original exemption was granted: 03/22/2022 (mm/dd/yyyy)

Date of any prior extensions authorized: _____ (mm/dd/yyyy)

Has the Company remitted annual rent and reporting requirements? Yes No

Employment Obligation: Retain 36. 12/31/2022 Annual Report: 348

(If housing project, attach original Project Obligation)

Estimated Project Cost and Financing

List the costs necessary for preparing the facility.

	Original	Revised	Difference (use minus symbol where applicable)
Land Acquisition	\$	\$	\$
Existing Building(s) ACQUISITION	\$	\$	\$
Existing Building(s) RENOVATION	\$	\$	\$
NEW Building(s) CONSTRUCTION	\$ 2,816,404	\$ 3,100,000	\$ 283,596
Installation Costs	\$	\$	\$
Site preparation/parking lot construction	\$	\$	\$
Machinery & Equipment that is TAXABLE	\$ 1,438,686	\$ 1,438,686	\$
Machinery & Equipment that is NON-TAXABLE	\$	\$	\$
Furniture & Fixtures	\$	\$	\$
Architectural & Engineering	\$	\$	\$
Legal Fees (applicant, IDA, bank, other counsel)	\$	\$	\$
Financial (all costs related to project financing*)	\$	\$	\$
Permits (describe below)	\$ 15,570	\$ 15,570	\$
Other (describe below)	\$	\$	\$
Subtotal	\$ 4,270,660	\$ 4,554,256	\$ 283,596
Agency Fee ¹	\$ 21,353	\$ 22,771	\$ 1,418
Total Project Cost	\$ 4,292,013	\$ 4,577,027	\$ 285,014

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

¹See Page 25 of current OCIDA application for fee schedule.

Permit Information

NA

Other Information

We are not able to provide a revised cost for the construction of the MFG building yet, as we have not received new quotes from our contractor. He is bidding the MFG addition in an effort to meet a MWBE threshold needed for a possible ESD grant. Based upon the costs and tax exemptions claimed by the other two buildings, we estimate that we may need an increase in our exemption amount of \$24,814.65. We also request an extension of time for our sales tax exemption to September 30, 2023.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

The undersigned requests that the attached materials be submitted as an amendment to the Applicant's original Application for Financial Assistance for review to the Oneida County Industrial Development Agency (the "Agency") and its Board of Directors.

Approval of the modifications to the Application can be granted solely by this Agency's Board of Directors. The Agency reserves the right to request Applicant complete a full Application for Financial Assistance if, after reviewing the attached materials, the Agency determines one is required to properly evaluate the Applicant's request. 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.:

Frank Giotto, being first duly sworn, deposes and says:

1. That I am the CEO (Corporate Office) of Horshy, 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.

Frank Giotto
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 28 day of February, 2023.

[Signature]
(Notary Public)

MARK I. CUSHMAN
Notary Public #01CU6418134
State of New York
Qualified in Herkimer County
My Commission Expires 6-01-25

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: Alison Stanulevich

Name: Alison Stanulevich

Title: Corporate Counsel / VP Compliance

Date: February 27, 2023

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.

**Resolution to Increase Value of
Sales Tax Exemption and Extend
Period of Agency Appointment
Horsht, LLC Facility**

Date: March 28, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on March 28, 2023, the following members of the Agency were:

Members Present:

Members Present Webex/Teleconference:

EDGE Staff Present:

Others Present:

Others Present Webex/Teleconference:

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 increasing the value and extending the time of previously approved financial assistance to Horsht, LLC.

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO INCREASE THE VALUE OF A SALES TAX EXEMPTION, EXTEND THE PERIOD OF THE AGENCY APPOINTMENT AND EXECUTE RELATED DOCUMENTS WITH RESPECT TO THE HORSHT, LLC FACILITY LOCATED IN THE TOWN OF WHITESTOWN, 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, the Company previously requested the Agency's assistance in connection with construction of a 6,000± square foot addition and a 8,500± square foot addition to existing buildings together with all site preparation and infrastructure to support the same (collectively, the "FIS Improvements"); construction of a 9,600± square foot addition to an existing building together with all site preparation and infrastructure to support the same (collectively, the "TLC Improvements" and together with the FIS Improvements, the "Improvements") situated on parcels of land measuring 11.62 acres in the aggregate located at 161 Clear Road, 175 Clear Road and 132 Base Road, Town of Whitestown, Oneida County New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of supporting the expansion and growth of Fiber Instrument Sales, Inc. and its communication fiber optics and sheet metal bending operations and supporting the expansion and growth of The Light Connection, Inc. and its cable and tubing manufacturing operations (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction and equipping of the Facility is referred to as the "Project"); and

WHEREAS, on April 22, 2022 the Agency adopted a resolution approving financial assistance in support of the Facility, which included exemptions from sales and uses taxes in an amount not to exceed \$161,664.00; and

WHEREAS, the Company has submitted to the Agency a request to increase the value of the exemption to \$186,479.00, and to extend the period of the agency appointment under which the Company may utilize the exemption to September 30, 2023 (the "Amended Financial Assistance") to allow the Company to complete construction of the Facility.

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 Amended Financial Assistance 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 Amended Financial Assistance is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) The SEQRA findings adopted by the Agency on April 22, 2022 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(f) It is desirable and in the public interest for the Agency to approve the Amended Financial Assistance.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) increase the value of the sales tax exemption to an amount not to exceed \$186,479.00, (ii) extend the agency appointment to September 30, 2023, and (iii) execute and deliver an agency appointment letter, Form ST-60 and related documents (the “Amended Sales Tax Documents”) in support of the Project, conditioned upon the Company paying the corresponding Agency fee of \$1,418.00.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the Amended Financial Assistance, and all acts heretofore taken by the Agency with respect to such Amended Financial Assistance are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Amended Sales Tax Documents (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Executive Director, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Amended Sales Tax Documents, all in substantially the forms thereof presented to or approved by this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Executive Director, 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. The execution thereof by the Chairman, Vice Chairman, Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, 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 Amended Sales Tax 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 Amended Sales Tax Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

Saunders Kahler, L.L.P.
ATTORNEYS AT LAW

Joseph E. Saunders
Camille Tauroney Kahler *
Merritt S. Locke
Michael D. Callan
William D. Wallace II[↓]
Elizabeth I. Gaffney
* *also admitted in Florida*
[↓] *also admitted in Pennsylvania,
Texas and West Virginia*

Samuel D. Hester *of counsel*
Gregory A. Hamlin *of counsel*

March 21, 2023

David C. Grow, Esq., Chairman
Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13340

**RE: License Agreement between GLDC/OCIDA and Vincent Holdings, LLC
Premises: Building 302 – Brooks Road/March Street, Rome, New York**

Dear Mr. Grow:

As you know, our law firm represents Griffiss Local Development Corporation (“GLDC”).

The United States of America, acting by and through the Secretary of the Air Force, conveyed to the Oneida County Industrial Development Agency (“OCIDA”), by deed acknowledged December 11, 2018, and recorded in the Oneida County Clerk’s Office as Instrument No. 2020-017045, that certain 1.742-acre parcel of land, together with the building and other improvements situate thereon, located on the southwest corner of the Brooks Road/March Street intersection, in the City of Rome, County of Oneida, State of New York, commonly known as Building 302 (the “Building 302 Property”).

OCIDA leases the Building 302 Property (together with other premises) to GLDC. Under the said lease, GLDC has the right to acquire all or any portion of the leased premises from OCIDA for nominal consideration.

Vincent Holdings, LLC (“Vincent Holdings”) approached GLDC with a plan to rehabilitate the Building 302 Property. GLDC, OCIDA and Vincent Holdings (collectively, the “Parties”) entered into a License Agreement with Option to Purchase, dated February 25, 2021 (the “License Agreement”), whereunder GLDC and OCIDA afforded Vincent Holdings a license to complete certain agreed upon rehabilitation work, whereafter Vincent Holdings may exercise its option to purchase the Building 302 Property. The Parties entered into an Amendment to the License Agreement, dated June 11, 2021, establishing the “Effective Date” under the License Agreement as July 14, 2021.

Saunders Kahler, L.L.P.
ATTORNEYS AT LAW

David C. Grow Letter

March 21, 2023

Page 2 of 2

Vincent Holdings commenced work under the License Agreement, and to date has (i) completed the asbestos abatement, demolition and cleanup of the interior of the Building 302 Property; (ii) substantially completed the exterior patching and painting of the Building 302 Property; (iii) kept the Building 302 Property in a neat, clean and safe condition; (iv) submitted its site plan to the City of Rome Planning Board, and are anticipating approval at the next meeting and (iv) once the site plan approval is received, Vincent Holdings will have completed its due diligence work related to the Building 302 Property and will be prepared to close. Vincent Holdings anticipates its financing will be in order and that it will be prepared to close within the next two (2) months. Therefore, Vincent Holdings is requesting a one (1) month extension of time to (i) the License Term (from April 25, 2023 to May 25, 2023) and (ii) exercise the Purchase Option (from May 25, 2023 to June 25, 2023 – deadline in which Vincent Holdings must provide GLDC with a signed PSA) (the “Extensions”).

It is anticipated that GLDC’s Board of Directors will adopt a resolution at its next scheduled meeting, which is set for March 23, 2023, approving the Extensions. Once said resolution is adopted, GLDC and Vincent Holdings will enter into a Second License Extension Addendum. I will present your counsel with the Second License Extension Addendum, for review and approval. I will also provide your counsel with Vincent Holdings’ updated insurance certificates, naming GLDC and OCIDA as additional insureds.

It is kindly requested that OCIDA’s Board approve the Extensions and authorize you to execute the Second License Extension Addendum, subject to your counsel’s approval hereafter.

Thank you for your consideration.

Very truly yours,

SAUNDERS KAHLER, L.L.P.

By: *Michael D. Callan*
Michael D. Callan

MDC: hmg

**Authorizing Resolution
Second Extension of GLDC License
to Vincent Holdings**

Date: March 28, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 28th day of March 2023, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Other Attendees:

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 consent to the further extension of an existing license agreement from Griffiss Local Development Corporation to Vincent Holdings, LLC.

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

Voting Aye

Voting Nay

RESOLUTION OF THE AGENCY CONSENTING TO THE SECOND EXTENSION OF AN EXISTING LICENSE AGREEMENT FROM GRIFFISS LOCAL DEVELOPMENT CORPORATION TO VINCENT HOLDINGS, LLC AND AUTHORIZING THE AGENCY TO EXECUTE RELATED DOCUMENTS WITH RESPECT TO BUILDING 302 LOCATED IN THE GRIFFISS BUSINESS AND TECHNOLOGY PARK, 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, Oneida County Industrial Development Agency (the "Agency") leases to Griffiss Local Development Corporation ("GLDC") a 1.742 acre parcel of land located on the southwest corner of the Brooks Road/March Street intersection in the City of Rome, together with the building and other improvements located thereon known as Building 302 (the "Facility") pursuant to a lease agreement (the "Agency Lease Agreement"); and

WHEREAS, GLDC previously requested the Agency consent to the license of the Facility to Vincent Holdings, LLC (the "Licensee") to allow the Licensee to perform certain rehabilitation work on the Facility, which consent the Agency granted by resolution adopted March 26, 2021; and

WHEREAS, GLDC previously requested the Agency consent to an extension of the license for a period of six months, which consent the Agency granted by resolution adopted October 21, 2022; and

WHEREAS, GLDC and the Licensee wish to extend the license for an additional one month and the time for the Licensee to exercise the option to purchase for an additional three months, and GLDC has requested the Agency consent to the same; and

WHEREAS, no public hearing is required to confirm such action as no additional financial assistance is requested.

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) Consenting to the further extension of the license 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) Consenting to the further extension of the license is reasonably necessary to induce GLDC and/or the Licensee to maintain and expand their respective business operations in the State of New York; and

(e) It is desirable and in the public interest for the Agency to consent to the further extension of the license.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the further extension of the license; (ii) execute the second license extension to the extent necessary to acknowledge its consent.

Section 3. The form and substance of the license extension is hereby approved, subject to review and approval by Agency counsel and subject to receipt of current insurance certificates.

Section 4.

(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 license extension, in substantially the form thereof presented to this meeting or in the form to be approved by Agency Counsel, 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 Agency Lease Agreement).

Section 5. 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 6. 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 (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 the 21st day of October 2022 with the original thereof on file in my office, and that the same is a true and correct copy 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 license extension contained in this transcript of proceedings is in substantially the form 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 minutes of the Agency meeting are (or will be) transcribed and posted on the Agency's website, (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 this ____ day of _____ 2023.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

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,
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David C. Grow
Chairman

Michael Fitzgerald
Vice Chairperson

Mary Faith Messenger
Treasurer

Ferris Betrus, Jr.
Kirk Hinman
Eugene Quadraro
Stephen Zogby

Memo to: Oneida County IDA
From: Shawna Papale
Date: 3/19/23
RE: Dart/ RAS

You will recall as part of the IDA's annual project review it was brought to the board's attention that Dart Properties/Research Associates of Syracuse was not meeting its employment obligation because the Facility is vacant. On June 17, 2022 the members determined that if the Company was not able to identify a suitable replacement tenant before December 31, 2022 the Agency would terminate the Agency Documents.

As you know the Company was negotiating a lease with the Rome City School District. We have been following up on the status and while a lease has been signed, it requires approval from the New York State Education Department before it can be finalized. The lease has been submitted for approval, but approval has not yet been confirmed. Because we have passed the date by which the Company was to secure a tenant, and this approval process is out of the control of the Company, staff would like to recommend the following path forward:

- (a) if the School District Sublease is approved, terminate the Agency Documents effective on the July 2023 taxable status date
- (b) if the School District Sublease is not approved, extend the period of time for the Company to identify a suitable tenant to June 30, 2023
- (c) if the Company identifies another suitable tenant and such tenant is eligible for financial assistance from the Agency and the Agency grants its consent, amend and restate the Agency Documents to reflect the new project, the new project goals, and the new tenant
- (d) if the Company does not identify another suitable tenant before June 30, 2023, terminate the Agency Documents effective on the July 2023 taxable status date.

**Resolution to Extend Period of
Time to Consent to Sublessee
Dart Properties and Research
Associates of Syracuse, Inc.
Facility**

Date: March 28, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on March 28, 2023, the following members of the Agency were:

Members Present:

Members Present Webex/Teleconference:

EDGE Staff Present:

Others Present:

Others Present Webex/Teleconference:

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 extending the time to secure a suitable tenant and obtain Agency consent (Dart Properties/Research Associates of Syracuse, Inc. Facility).

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

Voting Aye

Voting Nay

David Grow abstained from voting and all discussion

RESOLUTION AUTHORIZING THE AGENCY TO EXTEND THE PERIOD OF TIME TO SECURE A SUITABLE TENANT AND OBTAIN AGENCY CONSENT AND EXECUTE RELATED DOCUMENTS WITH RESPECT TO THE RESEARCH ASSOCIATES OF SYRACUSE, INC. 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, Michael Baldwin and Diane Baldwin d/b/a Dart Properties (the "Company") and Research Associates of Syracuse, Inc. (the "Sublessee") previously requested the Agency's assistance in connection with a project (the "Project") to support the growth of and create and retain employment at the Sublessee's existing facility, a 7,400± square foot, single-story building (the "Improvements") situated on a 2.124± acre parcel of land located at 111 Dart Circle, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") by assisting with the acquisition and installation of office furniture and equipment in the Improvements (the "Equipment"), all to be used for the purpose of providing cutting-edge Electronic Warfare support to the Pentagon and the US intelligence community (the Land, the Improvements and the Equipment is referred to collectively as the "Facility"); and

WHEREAS, the Agency provides financial assistance to the Company and the Sublessee in support of the Project consisting of exemptions from real property tax and exemptions from sales tax (the "Financial Assistance"), which Financial Assistance the subject of a Job Creation and Recapture Agreement dated as of July 1, 2015 (the "Recapture Agreement") by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Agency has an obligation to review on an annual basis whether recipients of its financial assistance are meeting their stated project goals and if they are not, whether it is appropriate to terminate, reduce, or recapture financial assistance; and

WHEREAS, during its annual project review the Agency determined the Company and the Sublessee are not meeting the conditions of Financial Assistance because the Facility is vacant and the Company and the Sublessee are not meeting the Employment Obligation (as defined in the Recapture Agreement); and

WHEREAS, on June 17, 2022 the Agency determined if the Company was not able to identify a suitable replacement tenant before December 31, 2022 the Agency would terminate the Agency Documents; and

WHEREAS, the Company signed a lease in August 2022 with the Rome City School District (the "School District Sublease"), however such School District Sublease

requires approval from the New York State Education Department before it can be finalized and such approval has not yet been confirmed; and

WHEREAS, if the School District Sublease is approved it will not be necessary for the Agency to maintain the Agency Documents inasmuch as the School District is exempt by its own right; and

WHEREAS, the Agency wishes to extend additional time to the Company to allow for the completion of the approvals process, which process is not in the Company's control.

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) Extending the time for the Company to identify a suitable tenant 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) Extending the time for the Company to identify a suitable tenant is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) It is desirable and in the public interest for the Agency to extend the time for the Company to identify a suitable tenant.

Section 2. In consequence of the foregoing, the Agency hereby determines to:

(a) if the School District Sublease is approved, terminate the Agency Documents effective on the July 2023 taxable status date; and

(b) if the School District Sublease is not approved, extend the period of time for the Company to identify a suitable tenant to June 30, 2023; and

(c) if the Company identifies another suitable tenant and such tenant is eligible for financial assistance from the Agency and the Agency grants its consent, amend and

restate the Agency Documents to reflect the new project, the new project goals, and the new tenant; and

(d) if the Company does not identify another suitable tenant before June 30, 2023, terminate the Agency Documents effective on the July 2023 taxable status date.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the action described in this resolution, and all acts heretofore taken by the Agency with respect to such extension of time are hereby approved, ratified and confirmed.

Section 4. 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 to accomplish the actions contemplated herein, 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 Agency Documents binding upon the Agency.

Section 5. This resolution shall take effect immediately.



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
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Memo To: Dave Grow, OCIDA Chairman
From: Steven J. DiMeo, President Mohawk Valley EDGE
CC: Shawna Papale, OCIDA Executive Director
Date: March 21, 2023
Re: Marcy Nanocenter – FAST NY Application – OCIDA as Project Sponsor

New York State Empire State Development (ESD) has created the FAST NY Program to identify sites, secure permitting approvals and advance engineering and infrastructure improvements, to create shovel ready sites for certain targeted industries (semiconductor and semiconductor supply chain companies, clean technology, other high technology industries, advanced manufacturing, and distribution and logistics.. The program has \$200 million in authorized funding in last year's budget and recently promulgated regulations. ESD has opened the application portal and is now accepting applications from eligible applicants.

MV EDGE has submitted an intent to apply for the Marcy Nanocenter site for the improvement of several critical path items for the remaining parcel of land "Parcel 2." ESD notified EDGE that its intent to apply was approved and invited EDGE to submit a full application consistent with program eligibility requirements.

Eligible applicants include the following entities:

- Municipalities - a municipal subdivision that is a county, city, town, or village in New York State
- Municipally designated non-profit economic development organizations - New York State-based nonprofit economic development corporations designated to act on the behalf of the municipality in which the site is located
- Municipally designated Local Development Corporation/Industrial Development Agency – New York State-based nonprofit industrial development agencies and authorities designated to act on the behalf of the municipality in which the site is located

EDGE consulted with ESD to determine which of the applicant criteria should it apply under. We would prefer to preserve the County as the applicant for the Griffiss Triangle site (do not believe that ESD would likely approve two applications from a single municipality) and it is not clear that EDGE fits within the municipally designated economic development category without additional consultation and confirmation from ESD on whether we need to be designated to act on the behalf of the Town of Marcy or Oneida County before finalizing an application.

ESD recommended that the Marcy Nanocenter application be submitted through the IDA as

Industrial Development Agencies are eligible applicants and this eliminates the need to secure a reading from ESD on whether EDGE would fit under the municipally designated economic development corporation provision.

In addition, the OCIDA's consent of this request would allow EDGE to reduce the amount of required documentation and therefore expedite the application review and decision timeframe. Applications are being reviewed on a rolling application basis. It is anticipated the FAST NY Program will be oversubscribed so there is a sense of urgency in filing a complete application that can be considered by ESD.

The funding request to ESD currently stands at roughly \$18.5 M; but we are in the process of finalizing the project budget for the application with Ramboll Engineering and making provisions for relocation of the Overhead electric distribution line that is located along the discontinued Edic Road corridor (would be relocated in an underground duct bank along the County's ROW along the Marcy SUNY Parkway. It is expected that budget number may increase slightly (probably in the \$18.5 M to \$19.5 M) range.

MV EDGE seeks FAST NY funding to support the following activities:

1. Site Development and Grading of Parcel #2. Ramboll has prepared the rough site grading plan and cost estimate for the project.
2. Relocation of Over Head Electric Line by National Grid along discontinued Edic Road and Edic Road Right of Way. National Grid will place in underground duct bank along Marcy SUNY Parkway.
3. Site Advancement at EDGE's Farmer Parcel. This includes clearing and grubbing, cut/fill, stormwater management plan improvements, and extension of utilities to site; gas, UG electric duct bank, water and sewer improvements.
4. Engineering Design, Geotechnical, Surveying, construction inspections.

It is requested that OCIDA agree to be the application sponsor on behalf of Mohawk Valley EDGE for the Marcy Nanocenter site.

To: OCIDA

From: Staff

Re: Ratify and Confirm PAAA Documents

The following PAAA Documents require your ratification and confirmation:

The following documents can be reviewed at

<http://www.oneidacountyida.org/>

- OCIDA By-Laws
- OCIDA Procurement Policy
- Travel and Discretionary Funds Policy
- Audit Committee Charter
- Governance Committee Charter
- Board Member Compensation, Reimbursement and Attendance Policy
- Statement of Duties and Responsibilities
- Finance Committee Charter
- Whistleblower Policy
- Real Policy Acquisition Guidelines
- Property Disposition Guidelines
- Code of Ethics
- Defense and Indemnification Policy
- Investment and Deposit Policy
- Conflict of Interest and Confidentiality Policy

Authority Mission Statement and Performance Measurements 2023

Name of Public Authority: Oneida County Industrial Development Agency

Public Authority's Mission Statement:

Assist in the enhancement and diversity of the economy of Oneida County by acting in support of projects in Oneida County that create and/or retain jobs and promote private sector investment utilizing the statutory powers of the Agency as set forth under the provisions of the of the laws of the State of New York.

Date Adopted: May 22, 2008, Reaffirmed by Board action & vote on March 28, 2023

List of Performance Goals (in bold) (If additional space is needed, please attach):

OCIDA continues to assist local businesses in economic activity. Ensure private investment and retention and/ or creation of employment.

2022 Performances:

- Approved Sale/Leaseback, PILOT Agreements and/or sales & mortgage recording tax exemptions for (project investment, retained jobs, created jobs):
- 1,343.5 retained jobs
- 37.4 new jobs
- \$ 123,839,301 investment
 - o Indium Corporation of America
 - o B240 Phase 3- Air City Lofts
 - o Delta Luxury Townhomes
 - o McCraith Beverage
 - o Horst, LLC (Fiber Instrument Sales and The Light Connection)
 - o Central Utica Building, LLC
 - o Pivot Solar NY 4
 - o GSPP Hillsboro & Dunbar LLC (Verona)
 - o SSC Kirkland LLC Community Solar
 - o SG Oneida PV Solar(Trenton)

Establish a solid foundation for continued job growth and economic gains for the region. IDA supports regional efforts to ensure shovel sites meet the decision needs of companies looking to invest in the Mohawk Valley.

2022 Performances:

- OCIDA provided continued support in the redevelopment of the former Griffiss Air Force Base into the thriving Griffiss Business & Technology Park. This effort continues with the transfer of property from Federal ownership. Received report from GLDC detailing development progress.
- OCIDA supports Rome Community Brownfield's Restoration Corporation in its redevelopment of the former Rome Cable site.
- OCIDA supports Mohawk Valley EDGE in the efforts to move forward the transformational project of Marcy Nanocenter at SUNY Polytechnic Institute.

Carry out the required administrative, operational and monitoring functions of the Agency. Comply with all financial and NYS requirements.

2022 Performances:

- Completed & filed 2021 Annual Financial Reports

Additional questions:

1. Have the board members acknowledged that they have read and understood the mission of the public authority? **The OCIDA has reviewed the mission statement as well as the performance of 2022 and have adopted both by resolution on March 28, 2023**
2. Who has the power to appoint the management of the public authority? **The seven members Board of Directors annually review and adopt a budget which includes a fee for administrative services. As directed by the Agency Members, those services are performed by the staff of Mohawk Valley EDGE. OCIDA designates the services it receives in the annual contract that it reviews, approves and executes. Further, the OCIDA Board of Directors selects and appoints individually the Executive Director who it charges to perform duties and activities on behalf of the Board.**
3. If the Board appoints management, do you have a policy you follow when appointing the management of the public authority? **The agency members have made a determination through annual consideration of the staff services agreement between OCIDA and Mohawk Valley EDGE to contractually engage the professionals of EDGE to provide services. Mohawk Valley EDGE is a staff of economic development professionals that the IDA would otherwise have to directly retain through excess expenses i.e. it would have to retain an individual Executive Director, CFO and other economic development expertise in carrying out its duties and functions.**

4. Briefly describe the role of the Board and the role of management in the implementation of the mission. **The Mission of the Oneida County Industrial Development Agency (OCIDA) was developed by the Board of Directors through much consideration and discussion. The IDA board is an independent body of members who all take their role and responsibility as Agency members very seriously. They consider the facts and implications when making determinations. They turn to the Executive Director to provide insight and recommendations, however all final decisions reside with the voting members of the Agency.**
5. Has the Board acknowledged that they have read and understood the responses to each of these questions? **All members participated in the drafting, presentation for discussion, and approval of these responses.**

2022 OCIDA Project Report 21-Mar-23

* Project Name	* Address Line 1	* State STE	* Local STE	County RPTE	Local RPTE	School RPTE	Mortgage RTE	Total Exemptions	County PILOT Paid	Local PILOT Paid	School District PILOT Paid	* # of FTEs before IDA status	* Original estimate of jobs to be created	* Original estimate of jobs to be retained	* Current # of FTEs	* # of FTE construction jobs during the fiscal year	Not meeting 80% minimum
126 Business Park LLC 2019	126 Business Park Drive											0	4	0	54		Create 4 BF EOLY 3, Ret 48. PILOT in Adjusters report
63 Wurz Ave., LLC	53-63 Wurz Ave.			4,927.51	10,206.17	5,069.84		20,203.52	3,063.57	6,599.24	3,097.57	120	4	120	124		transfer 5 exist from ERL to facility by EOLY 1; create 4 FTE B4EOLY 3, and R 115 in OC
99 Otis	99 Otis Street			42,448.95	83,883.73	141,915.87		268,248.55	2,444.52	4,919.24	8,191.24	25	10	25	64		Ret 25, create 10 B4LY 3; create +10 B4LY 10.-NYSTEC
Adjusters International	126 Business Park Drive			36,388.17	74,338.00	72,565.69		183,291.86	20,809.24	42,804.25	41,871.82	14	5	0	19		Retain 19 thru March 31, 2023
Alder Creek Beverage, LLC	12044 State Route 12			49,927.35	7,421.68	118,234.28		175,583.31	16,645.78	8,103.75	78,034.63	44	10	44	49		Create 10 B4LY 3; retain 44
American Alloy Steel	650 Harbor Way			25,215.00	63,292.00	83,757.00		172,264.00	20,992.00	41,481.00	69,728.00	23	0	23	36		
B240 LLC	1371 Floyd Avenue			92,691.19	183,167.85	306,431.46		582,290.50				0	47	0	15		Create 47 by LY 3
B240 LLC Phase 2	129 & 143 Air City Blvd.	18,583.00	22,068.00	4,761.00	9,408.00	15,740.00		70,560.00				0	34.5	0	1		Create 34.5
B240 LLC, Phase 3	109 and 169 Air City Blvd.	204,754.00	243,146.00				129,420	577,320.00				0	2	0	0		2 from application. No jobs committed
Baggs Square Partners, LLC	310 Broad Street			28,600.84	59,239.84	58,853.83		146,694.51				0	1	0	0		No jobs committed
Bonide	6301 Suttiff Road			7,217.00	3,010.00	23,345.00		33,572.00	4,811.00	2,006.00	23,345.00	0	15	18	253		Create should have been 4. Retain should have been 113. PILOT done 12/31/22
Booz Allen Hamilton Inc.	99 Otis Street											158	60	158	234		Create 60 B4EOLY 3, Ret 158
Brooklyn Brewery	50 Campion Road			7,883.09	16,204.53	15,825.37		39,912.99	5,254.87	10,801.94	10,549.19	0	6	0	6		Create 6 B4EOLY 3
Burrstone Energy	1656 Champlin Avenue			52,822.30	21,678.09	196,440.56		270,940.95	7,930.85	3,206.00	26,170.71	0	2	0	2.5		
Cardinal Griffiss Realty, LLC-Buildout	153 Brooks Road			26,357.90	52,086.07	88,120.07		166,564.04	19,216.15	38,669.64	64,390.52	135	0	135	130		
Champion Home Builders Co.	Rte 12 & 20											75	0	75	168		
Cold Point Corporation	510 Henry Street	930.09	1,104.48	25,702.15	51,721.74	86,124.15		165,582.61	12,544.98	25,244.89	42,036.39	37	15	37	53		
Crane-Ballou LLC	316 Broad Street			9,195.57	19,045.43	18,922.32		47,163.32				0	0	0	8		
Cree, Inc.	5737 Edic Rd.	479,306.98	569,177.03	755,495.21	98,629.80	2,768,562.05		4,671,171.07	57,153.95	97,113.14	211,356.27	0	614	0	352	250	
Deployed Resources, LLC	162 McPike Rd.			22,982.40	46,248.65	77,010.66		146,241.71	2,598.25	5,228.59	8,706.36	30	16	30	89		
ECR International, Inc.	2201 Dwyer Ave.			26,645.42	57,299.32	56,766.97		140,711.71	18,289.69	39,531.75	39,491.01	152	3	0	113		Create 3 B4EOLY 3 and Retain 152
East Coast Olive Oil	One Olive Grove Street			108,611.00	216,345.00	360,245.00		685,201.00	72,443.00	144,230.00	240,283.00	132	20	132	170		
Eastern Star Home	8290 State Route 69											154	1	154	109		
Engler Electric Inc.-Golden Prop.	1020 Erie St.	1,171.21	1,390.80					2,562.01				35	12	35	36		
Family Dollar Services, Inc.	640 Perimeter Road			511,574.47	1,010,926.67	1,710,304.78		3,232,805.92	#####	479,171.02	797,888.85	350	0	350	357		
GLDC Alton 778	775 Daedalian Drive			11,268.62	22,268.01	37,673.39		71,210.02	5,588.22	11,245.46		55	15	55	51		Create 15, and retain 55 B4EOLY 3
GLDC Building 240												0	0	0	0		
GLDC Building 770-774	584 Phoenix Drive			12,346.48	24,397.98	41,276.91		78,021.37	8,764.19	18,298.49		60	11	60	43		
GLDC Building 776-778	584 Phoenix Drive			12,274.27	24,255.29	41,035.50		77,565.06	6,137.14	12,127.65		139	0	139	51		
GLDC Building 780	584 Phoenix Drive			1,348.21	2,664.21	3,380.51		8,519.77	556.95	1,332.12		6	0	6	23		
GLDC Building 796-798	584 Phoenix Drive			14,190.53	28,042.02	47,441.95		89,674.50	10,642.90	21,031.51		130	15	130	47		
GLDC Facility XIII	584 Phoenix Drive											0	0	0			
GLDC Master Lease	584 Phoenix Drive											0	0	0			
GLDC XV (Parcel F6B-1b)	Griffiss											0	0	0			
GLDC XVII (Parcels F6B-6/7/10C-2/3+ F11B)	Griffiss											0	0	0			
GSPP 4575 State Route 69	4575 State Route 69			40,552.04	36,751.17	159,606.27		236,909.48	8,729.73	7,911.50	34,358.77	0	0	0			
GUSC Co-Generation Facility	410 Phoenix Drive											16	2	16	19		
Goodrich	104 Otis Street			58,502.69	115,607.67	187,193.25		361,303.61	51,482.37	101,734.75	164,730.06	240	5	240	293		
Griffiss Surgery Center	105 Dart Circle											20	11	11	47		
Gutches Vernon	6395 and 6405 Skinner Rd			8,219.53	969.11	27,668.41		36,857.05	2,740.39	322.92	9,222.80	12	8	12	31		
H.J. Brandeles Corporation	8101 Halsey Road			5,082.83	2,124.83	12,988.09		20,195.75				45	5	45	47		Create 5 and Retain 45 B4EOLY 3
Hale's Bus Garage, LLC	37 Kirkland Avenue			11,471.62	7,847.28	47,024.06		66,342.96	6,628.67		33,225.48	29	13	29	35		Create 13, retain 29 B4EOLY 3
Hangar Road Rome, LLC	184 Brooks Rd.			7,286.89	14,399.69	24,090.02		45,776.60		15,747.57	13,169.47	90	22	90	91		Create 22, retain 90 B4EOLY 3
Housing Visions/Canal Village LLC	1201 East Fayette St			7,274.08	14,638.00	24,374.38		46,286.46	2,113.68	4,253.48	6,612.04	0	1.5	0	2		
Indium Corporation	5836 Success Drive			15,797.91	20,577.00	52,475.40		88,850.31	10,531.94	13,718.00	34,983.60	12	12	12	142		
JGV-Alfred-Vicks	123 Dry Road			20,340.68	8,480.39	65,800.69		94,621.76	4,034.25	1,547.73	12,257.88	123	0	114	76		Retain 79 at 5166 CommDr and 35 at facility
Kris Tech Wire 2018	80 Otis Street			62,127.13	122,769.95	207,704.52		392,601.60	12,077.91	24,304.98	30,103.79	58	10	58	130		
LT Group LLC/ New Hartford Office	6007 Fair Lakes Road			21,143.60	8,677.26	89,859.38		119,680.24	21,143.60	8,677.26	89,859.38	0	10	0	11		
Lithia Real Estate, Inc.	5712 Horatio St.											90	12	90	0		Terminated
MGS Manufacturing 2021 Exp.	122 Otis											0	0	0	0		
MGS Manufacturing, Inc.	122 Otis Street			20,131.38	40,511.39	67,457.30		128,100.07	8,217.81	16,537.12	26,372.45	45	3	45	47		Create 3 and retain 45 B4EOLY 3
Marcy Nano Cree PIF	5737 Edic Rd.											0	0	0	0		
Marcy Nano Electric Substation	5815 SUNY-Marcy Pkwy			3,571.53	466.26	12,876.59		16,914.38				0	0	0	0		
Matt Brewing Co., Inc.	814 Edward Street			44,624.74	95,071.16	95,694.71		235,390.61	33,853.88	72,924.69	71,421.31	114	0	114	114		
McCraith-STD	20 Burrstone Road			25,026.75	30,707.96	77,703.39		133,438.10	19,512.18	24,898.42	66,937.63	93	14	93	107		Create 14, Retain 93
Med-Care Administrators, LLC	9360 River Road			3,732.14	487.23	13,755.00		17,974.37	2,488.09	324.82	9,170.00	43	17	43	33		maintain 60 or 90% of all employees in Oneida County
Mohawk ADK RR (Genesee Valley Trans)	1 Mill St. Suite 101											18	0	18	11		NO JOB AGREEMENT
Mohawk Valley Community College	1101 Sherman Drive											13	3	13	8.5		
Nortek Powder Coating, LLC-2016 Facility	5900 Success Drive			7,154.04	9,318.23	31,326.01		47,798.28	4,298.70	5,599.04	20,885.05	14	4	14	18		Create 4, retain 14 B4Y 7
Northland Communications	9560 Main St.			11,049.06	4,293.42	37,533.32		52,875.80	10,049.25	3,904.92	28,149.99	68	3	68	82		
One-Pull Solutions Wire and Cable	5880 Success/7500 CPDr			4,183.59	5,449.83	13,802.61		23,436.03	1,394.53	1,816.61	9,200.03	0	0	0	13		
Orgill, Inc.	1 Atlas Drive			412,225.43	814,602.19	1,347,659.03		2,574,486.65	74.36	150.79	236.13	0	225	0	273		
Oriskany MFG Tech/Broad St Warehouse	2 Wurz Avenue			12,990.00	18,292.22	44,443.20		75,725.42	10,392.00	15,062.99	35,552.16	80	0	80	88		
Owl Wire & Cable, Inc. (Rome)	3127 Seneca Turnpike			5,739.58	11,342.03	19,064.98		36,146.59	4,357.41	8,619.94	20,464.96	46	0	46	54		
Park Outdoor Advertising of NY Inc.	2429 Chenango Road			2,601.03	5,351.94	5,221.26		13,174.23				16	1	16	17		
Police Management Group, LLC	401 Phoenix Dr.			4,767.09	9,593.06	16,229.71		30,589.86	2,082.28	4,190.29	10,309.42	22.5	5	22.5	32.5		
Renmatix, Inc	679 Ellsworth Road			34,979.42	70,390.84	117,210.90		222,581.16	5,494.44	11,056.75	18,589.47	0	13	0	8		Through 6/30/2022, any violation in excess of 8 current jobs waived
Research Associates of Syracuse	111 Dart Circle			6,434.80	12,949.08	21,296.02		40,679.90	4,289.87	8,632.72	14,197.35	15	10	15	0		Waiver ended Jan 1 2023
Runnings Supply/JR&R II	5865 Success Drive			3													