

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

Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II

Aricca R. Lewis
Kristen H. Martin
Tim R. Reed

To: Oneida County Industrial Development Agency Board of Directors
From: Shawna M. Papale
Date: August 29, 2024
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet at **8:00 AM Thursday, September 5, 2024.**

Members of the public may listen to the Agency meeting by calling +1-408-418-9388, Access code: 2633 191 8079 or attend in person. The Minutes of the Agency meeting will be transcribed and posted on the OCIDA website.

1. Executive Session
2. Approve minutes – July 19, 2024
3. Financial Review
4. Consider a SEQR resolution relating to the **Copper Village Facility**.
5. Consider an inducement resolution relating to the **Copper Village Facility**, granting preliminary approval for financial assistance (i) to Copper Village 4% LLC in the form of abatement of real property tax for a period of thirty-three (33) years during which time Copper Village 4% LLC will make fixed PILOT payments, and (ii) to Copper Village 9% LLC in the form of abatement of real property tax for a period of thirty-two (32) years during which time Copper Village 9% LLC will make fixed PILOT payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (Housing Policy) and authorizing the Agency to conduct a public hearing.
6. Consider a resolution relating to the **Above Grid Rome Solar, LLC Facility**, approving an amended PILOT Agreement and authorizing the form and execution of related documents subject to counsel review. The construction schedule has changed and it is necessary to modify the exemption years for the PILOT Payments to match the assessor's records.
7. Consider a resolution relating to the **Griffiss Local Development Corporation Facility**, authorizing short-term licenses to Rome businesses that require temporary space in the Griffiss Business and Technology Park as they recover from tornado damage and authorizing the form of a license agreement, subject to receipt of satisfactory insurance and approval of agency counsel.

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8. Consider a resolution relating to the **Air City Lofts (Phase 2) Facility**, authorizing an extension of time for sales tax exemption to be utilized on the proposed conversion of a portion of commercial space to residential space.
9. Consider a resolution relating to the **Delta Luxury Townhomes, LLC Facility**, authorizing a one-year extension of time for sales tax exemption and extension of leasehold interest through August 2, 2025 and approving the form and execution of related documents, subject to counsel review.
10. Old Business:
 - a) **BW Solar, LLC Facility** amendments to Application for Financial Assistance

Next meeting date: **Friday, September 20, 2024 at 8:00 AM at 584 Phoenix Drive, Rome, NY**

Minutes of the Meeting of the
Oneida County Industrial Development Agency

July 19, 2024

584 Phoenix Drive, Rome, NY /Webex Video/Teleconference

****The WebEx recording of the meeting was not saved as expected.
As a result, no recording of the meeting is available to be posted online****

Members Present: Steve Zogby, Aricca Lewis, Kristen Martin, and Tim Reed.

EDGE Staff Present: Shawna Papale, Tim Fitzgerald, Marc Barraco, Ethan Carr.

EDGE Staff Present Virtual: Maureen Carney.

Others Present: Linda Romano, Bond, Schoeneck & King.

Others Present Virtual: Laura Ruberto, Bond, Schoeneck & King.

S. Zogby called the meeting to order at 8:03 AM.

Minutes – June 27, 2024

A. Lewis moved to approve the June 27, 2024 minutes. T. Reed seconded the motion, which carried 4-0.

West Dacks II, LLC – Final Authorizing Resolution

S. Zogby introduced a final authorizing resolution relating to the West Dacks II, LLC/Lodging Kit Company, Inc. Facility, authorizing financial assistance in the form of sales tax exemption (valued at \$102,454.00) and reduction in real property tax (valued at \$174,586) consistent with the Agency’s Uniform Tax Exemption Policy, and approving the form of documents in the Agency’s standard form, with changes as approved by counsel. T. Fitzgerald explained that the public hearing was conducted this past Wednesday, and that no comments were received. **A. Lewis moved to approve a final authorizing resolution relating to the West Dacks II, LLC/Lodging Kit Company, Inc. Facility, authorizing financial assistance in the form of sales tax exemption (valued at \$102,454.00) and reduction in real property tax (valued at \$174,586) consistent with the Agency’s Uniform Tax Exemption Policy, and approving the form of documents in the Agency’s standard form, with changes as approved by counsel. K. Martin seconded the motion, which carried 4-0.**

Interim Financials

M. Carney presented the June 30, 2024 interim financial statement. She noted that the Agency just closed on the CUB project. The Agency is currently on track to achieve its budgeted revenue for the year. By the end of Q2, the Agency had received around \$202,000 in revenue. The Agency’s expenses are also in line with the annual budget. All PILOT payments which the Agency collects have been received and disbursed. S. Zogby asked if, due to the Agency’s current cash position, some of this cash should be put into a CD. M. Carney shared that two CDs had just been renewed, and we can further analyze cash flow projections to see if more should be moved into a CD. **The Agency received and accepted the interim financials as presented, subject to audit.**

New Business – Rome Disaster Relief Funding

S. Zogby suggested that the Agency consider contributing some funding to a business relief fund in order to help businesses and nonprofits that were impacted by the July 16th severe weather event in Rome. S. Papale shared that Owl Wire in Rome has been severely affected by the storm. She also stated that the EDGE, RIDC, and UIDC boards of directors have also been approached to consider contributing to such an effort. The expectation is to offer a mix of loans and grants to area businesses, with funds being administered by EDGE. She reminded the members that IDAs cannot grant or lend funding directly to businesses, which is why it would make sense for EDGE to administer. L. Romano opined that due to the existing service relationship between OCIDA and EDGE, it would also be preferable to contribute to EDGE rather than another service or funding provider. S. Zogby proposed that the OCIDA contribute \$25,000 to such a business relief fund, and that the OCLDC be asked to contribute \$25,000 as well. **K. Martin motioned to authorize the contribution of \$25,000 to Mohawk Valley EDGE for the purpose of financial assistance to storm-affected businesses and nonprofits. The motion was seconded by A. Lewis, which carried 4-0.**

Adjournment

With no further business, S. Zogby asked for a motion to adjourn. **At 8:37 AM K. Martin moved, and A. Lewis seconded a motion to adjourn. Motion carried, 4-0.**

Respectfully Submitted,
Tim Fitzgerald

Oneida County Industrial Development Agency
Notes to the Financial Statements
July 31, 2024

Balance Sheet:

1. The balance in cash & cash equivalents is approximately \$866K; of this balance \$372K is in short-term CD's; staff is evaluating the cash needs for the next 12 months and will determine how much cash the agency can invest in additional
2. The minimal balance in restricted cash is only to keep the checking account open; all PILOT receipts as of July 31 have been distributed to the respective jurisdictions
3. The \$1,000 commitment fees collected from the following for projects that have not closed as of July 31:
 1. Solitude Solar, LLC (received February 2022) -project is closed- will reverse the commitment fee at a later date
 2. BW Solar-NY CDG Oneida 2 (received September 2023) closing expected in the next 30 - 60 days
 3. Lodging Kit Company (received February 2024) closing expected prior to 12/31/2024
 4. All Seasonings (received March 2024) closing expected prior to 12/31/2024
 5. Park Grove, LLC (received May 2024)- TBD
 6. National Building & Restoration Corporation (Received May 2024) -TBD
4. Fund balance increased by 17% over the last 12 months

Budget Comparison Report (Income Statement):

1. Project closings and application fees received in as of 7/31/24 are as follows:

1/5/2024	Above Grid LLC	Admin & Commitment Fee	57,068.00
1/16/2024	Collins Solar	Admin & Commitment Fee	38,841.00
2/2/2024	Kris Tech Wire Company	Project Extension Fee	500.00
2/16/2024	Lodging Kit Company	Application Fee	500.00
3/19/2024	All Seasonings	Application Fee	500.00
5/6/2024	Park Grove, LLC	Application Fee	500.00
5/15/2024	National Building & Restoration Corp	Application Fee	500.00
6/27/2024	Central Utica Building LLC	Admin & Commitment Fee	103,575.00
Total as of 7/31/24			<u>201,984.00</u>

Expenses are in line with the budget

Other Significant Items to Note:

1. All of the payments have now been received by Indium for the last year of the Hartford PILOT; the Agency has received the debt service bill from the Town of New Hartford and the funds were distributed in June; the Agency will no longer collect PILOT payments related to the Hartford/Indium PILOT
2. Per the PILOT terms, Wolfspeed is billed quarterly each year; the Q2 payment was received in late May and disbursed to the jurisdictions and EDGE in accordance with the PILOT Allocation agreement in June
3. Per the PILOT terms, Sovena was billed for the County portion of the PILOT and funds have been received and were disbursed in accordance with the PILOT in May; the 1st half of the City payment was billed and was received in June and also disbursed in accordance with the PILOT agreement in June
4. The Family Dollar PILOT was billed in and received in June and also disbursed in accordance with the PILOT agreement also in June
5. The Orgill PILOT was billed in and received in June and also disbursed in accordance with the PILOT agreement also in June
6. The Cold Point PILOT was also billed in June and due no later than July 1st. This was also received in June and disbursed in accordance with the PILOT agreement

**Oneida County Industrial Development Agency
Balance Sheet
July 31, 2024 and 2023**

	Current Year	Prior Year
Assets		
Current Assets		
Cash and Cash Equivalents	494,456	246,367 ¹
Investments	372,423	611,016 ¹
Restricted Cash - PILOT Holdings	500	30,253 ²
PILOT Holdings	(500)	(30,253) ²
Accounts Receivable	750	18,502
Prepaid Expenses	5,579	3,167
Total Current Assets	873,208	879,053
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	873,208	879,053
Liabilities & Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	29,054	46,548
Accrued Expenses	4,522	4,375
Deferred Revenue	6,000	6,000 ³
Total Current Liabilities	39,576	56,923
Total Liabilities	39,576	56,923
Net Assets		
Fund Balance	433,633	422,130 ⁴
Fund Balance-Board Restricted	400,000	400,000
Total Net Assets	833,633	822,130
Total Liabilities & Net Assets	873,208	879,053

Oneida County Industrial Development Agency
 Budget Comparison Report
 Current Period: 7/1/2024 - 7/31/2024
 Budget Period: 1/1/2024 - 12/31/2024
 With Comparative Periods Ending 7/31/2023 and 7/31/2022

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	7/31/2023	7/31/2022
Revenue						
Reimbursements	Current Period	0	216	0	0	0
Interest Income	2,697	1,450	13,039	10,150	12,400	836
Lease Payments	0	5,292	59,031	37,042	58,250	50,250
PILOT Application / Admin Fees	0	22,500	201,984 ¹	157,500	52,498	148,428
Total Revenue	2,697	29,242	274,270	204,692	123,148	199,514
Expenses						
Business Expense	0	103	1,560	312	848	484
Contracted Service-Accounting	646	646	4,522	4,521	4,375	4,083
Contracted Services - Legal	850	850	8,470	5,950	5,950	5,900
Legal Services & PILOT Clawback	0	0	0	0	0	0
Contracted Services- Other	355	250	2,486	1,750	1,184	0
Marketing- Contracted Services	0	792	1,952	5,541	6,330	4,004
Dues & Subscriptions	0	167	1,250	1,167	1,250	1,250
Insurance - General	360	375	2,579	2,625	2,157	2,199
Special ED Projects Contingency	0	2,083	0	14,583	14,581	14,583
Office Supplies & Expense	40	208	405	1,863	0	0
Seminars & Conferences	0	0	0	0	0	720
Tuition Agreement	0	0	0	0	3,750	0
Service Fees	23,768	23,768	166,378	166,378	161,238	141,750
Total Expenses	26,020	29,242	189,603	204,691	201,663	174,973
Excess or (Deficiency) of Revenue Over Expenses	(23,323)	0	84,667	1	(78,515)	24,541

**Oneida County Industrial Development Agency
Statement of Cash Flows
For the Period Ending July 31, 2024**

Cash Flows From (Used by) Operating Activities

Increase (Decrease) in Net Assets	\$ 11,503
Adjustments for Noncash Transactions	
Depreciation and Amortization	0
(Increase) Decrease in Assets	
Accounts Receivable	17,752
Accounts Receivable-PILOTs billed	0
Investments	238,593
Prepaid Expenses	(2,412)
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	(17,347)
Deferred Revenue	0
Net Cash Flows From Operating Activities	<u>248,089</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	248,089
Cash and Cash Equivalents, Beginning of Period	246,367
Cash and Cash Equivalents, End of Period	<u><u>\$ 494,456</u></u>

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY DETERMINING THAT ACTION TO PROVIDE FINANCIAL ASSISTANCE RELATING TO A PROJECT FOR THE BENEFIT OF COPPER VILLAGE 4% LLC AND COPPER VILLAGE 9% LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, 2024 Copper Village 4% LLC ("Copper Village 4%") and 2024 Copper Village 9% LLC ("Copper Village 9%"), the principals of Copper Village 4% and Copper Village 9%, on their behalf or an entity or entities to be formed on behalf of any of the foregoing (collectively, the "Company") has requested that the Agency provide certain financial assistance consisting of abatement of real property taxes (the "Financial Assistance"), for a multi-phase mixed-use community which consists of the acquisition of a 10.50± acre parcel of land located at 102 Baptiste Avenue, City of Rome, Oneida County, New York (the "Land"); construction on the Land of 250 one- to three-bedroom residential apartments and 10,000± square feet of commercial space in nine (9) buildings together with amenities, offices, parking, landscaping, sidewalks and related infrastructure to service the same (collectively, the "Improvements"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of providing affordable housing and amenities within the community and to enhance economic development and retain employment in the City of Rome and surrounding areas (the respective Land, the Improvements and the Equipment are referred to individually each as a "Facility, and collectively as the "Facilities" and the phased construction and equipping of each Facility is referred to individually each as a "Project" and collectively as the "Projects"); 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 Facilities may have a significant effect upon the environment, the Company has prepared and submitted to the Agency a short 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 Projects may have a significant effect upon the environment, the Agency has reviewed the Record of Decision adopted at a meeting of the City of Rome Planning Board (the "Planning Board") on April 2, 2024, the findings and negative declaration in connection with the Planning Board's site plan review dated April 4, 2024 (the "Findings Statement") and the July 2, 2024 letter from New York State Parks, Recreation and Historic Preservation confirming No Adverse Effect (collectively, 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 Application, the EAF and the Planning Board Review in order to make a determination as to the potential environmental significance of the Facilities.

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

Section 1. With respect to the Agency's financial assistance for the Projects, the Agency hereby affirms the Findings Statement of the Planning Board for the Project, and determines that the requirements of the SEQR Act and Regulations thereunder have been met based on the coordinated review undertaken by the Planning Board.

Section 2. Based upon representations made by the Company, there has been no material change in the scope of the Projects that would affect the Findings Statement adopted by the Planning Board. Accordingly, the Agency hereby determines that no additional SEQR review is required in connection with the provision of financial assistance in support of the Projects.

Section 3. 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 Board of Directors of the Agency duly conducted on September 5, 2024 at 8 a.m. local time, at 584 Phoenix Drive, Rome, New York at which the following members were:

Members Present:

EDGE Staff Present:

Others Present:

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

Voting Aye

Voting Nay

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) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (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 _____, 2024.

Shawna Papale, Secretary

**Inducement Resolution
Copper Village LLC Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION IN CONNECTION WITH ONE OR MORE LEASE-LEASEBACK TRANSACTIONS WITH 2024 COPPER VILLAGE 4% LLC, 2024 COPPER VILLAGE 9% LLC, THE PRINCIPALS OF 2024 COPPER VILLAGE 4% LLC AND 2024 COPPER VILLAGE 9% LLC, AND/OR AN ENTITY OR ENTITIES FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT, AUTHORIZING A PUBLIC HEARING AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, 2024 Copper Village 4% LLC (“Copper Village 4%”) and 2024 Copper Village 9% LLC (“Copper Village 9%”), the principals of Copper Village 4% and Copper Village 9%, on their behalf or an entity or entities to be formed on behalf of any of the foregoing (collectively, the “Company”) has requested that the Agency provide certain financial assistance consisting of abatement of real property taxes (the “Financial Assistance”), for a multi-phase mixed-use community which consists of the acquisition of a 10.50± acre parcel of land located at 102 Baptiste Avenue, City of Rome, Oneida County, New York (the “Land”); construction on the Land of 250 one- to three-bedroom residential apartments and 10,000± square feet of commercial space in nine (9) buildings together with amenities, offices, parking, landscaping, sidewalks and related infrastructure to service the same (collectively, the “Improvements”); and acquisition and installation of equipment in the Improvements (the “Equipment”), all for the purpose of providing affordable housing and amenities within the community and to enhance economic development and retain employment in the City of Rome and surrounding areas (the respective Land, the Improvements and the Equipment are referred to individually each as a “Facility, and collectively as the “Facilities” and the phased construction and equipping of each Facility is referred to individually each as a “Project” and collectively as the “Projects”); and

WHEREAS, the Company intends to establish one or more Housing Development Fund Corporations to be the fee owner, as nominee, of the Facilities and

the Company is (or will be on the date of closing) beneficial owner of the Facilities and will lease the Facilities to the Agency pursuant to one or more Lease Agreements; and

WHEREAS, the Facilities will be leased back to the Company for its operation pursuant to one or more Leaseback Agreements by and between the Agency and the Company (the "Leaseback Agreement") and 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

WHEREAS, the Company intends to further sublease individual residential units comprising the Facilities to residential tenants (each a "Residential Sublessee"); and

WHEREAS, the Company intends to further sublease the commercial space comprising the Facilities to commercial and/or retail tenants to be identified (each a "Commercial Sublessee" and together with the Residential Sublessees, the "Sublessees"); and

WHEREAS, the New York State Housing Finance Agency ("NYS HFA") intends to finance a portion of the costs of the Facilities by extending one or more loans to the Company in the estimated principal sum of \$46,229,835.00 to be secured by one or more Subsidy Mortgages (collectively, the "HFA Mortgage") from the Company and HDFC to NYS HFA; and

WHEREAS, the Company intends to finance a portion of the costs of the Facilities by securing one or more construction and permanent loans from a commercial lender to be identified (the "Bank") in the estimated principal sum of up to \$15,000,000.00 to be secured by one or more mortgages (collectively, the "Mortgage") from the Company and HDFC to the Bank; and

WHEREAS, based on representations made by the Company, the Project will advance the goals of *Rome Rises*, a City of Rome initiative, by bringing a mixed-use and mixed-income development to the Rome Waterfront Village location; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facilities 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 contemplates that it will provide financial assistance (i) to Copper Village 4% in the form of abatement of real property tax for a period of thirty-three (33) years during which time Copper Village 4% will make fixed PILOT payments, and (ii) to Copper Village 9% in the form of abatement of real property tax for a period of

thirty-two (32) years during which time Copper Village 9% will make fixed PILOT payments (collectively, the “Financial Assistance”), which Financial Assistance is a deviation from the Agency’s Uniform Tax Exemption Policy; and

WHEREAS, the value of the proposed Financial Assistance is as follows:

Sales and use tax exemption	N/A
Mortgage recording tax exemption	N/A
Real property tax abatement	\$19,002,979 (approximately)

WHEREAS, as a condition of Financial Assistance, the Company has committed to create thirty-five (35) full-time equivalent (“FTE”) positions at the Facilities within two years of project completion and retain all for the duration of the Leaseback Agreement; and

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

- **The nature of the proposed Facilities** – The Facilities will advance the goals of *Rome Rises*, a City of Rome initiative by providing 250 affordable housing units for a range of income levels, from formerly homeless and extremely low income to workforce households. The Facilities will include a community room, playground and outdoor recreation space to enhance the area.

In order for the Company to secure affordable housing financing for the Projects, lenders require a PILOT Agreement be in place for the term of the loans to provide certainty on costs.

- **The nature of the Facilities before the project begins** – The Project is located on an underutilized and mostly vacant site along the Erie Canal.
- **The economic condition of the area at the time of the application** -- Rome is recognized as a "severely distressed community" according to the NYS ESD Grant Funds Map, marked by disinvestment, poverty, unemployment, and economic distress. The city faces a shortage of affordable housing and an escalating homelessness crisis.
- **The impact of the proposed Facilities on existing and proposed businesses and economic development projects in the vicinity** – the Project will help to revitalize the area between South James Street and Erie Boulevard north of the Erie Canal. A new public plaza will improve public access to the canal and

engages directly with the existing NYPA/Canal Corporation bike and pedestrian trail.

- **The extent to which the Facilities will retain and increase permanent, private sector jobs.** In addition to the employment to be created at the Facilities, the Project will include a daycare center which is needed in the City of Rome to support workers.
- **Impact of the proposed tax exemptions on affected tax jurisdictions:** The proposed PILOT Payments are considerably higher than the taxes that are currently generated by the mostly vacant property.

WHEREAS, prior to the closing of a lease-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 Facilities, 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 for Financial Assistance of the Company dated August 29, 2024 (the “Application”) and to representations by the Company that the proposed lease-leaseback transactions are either an inducement to the Company to maintain and expand the Facilities in the City of Rome 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 Facilities 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 Facilities, a copy of which is on file at the office of the Agency; and

WHEREAS, prior to the granting of any tax benefits, the Agency will complete its environmental review and make determinations 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 construction and equipping of the Facilities and the financial assistance thereof by the Agency, through the lease of the Facilities to the Company by the Agency pursuant to one or more lease-leaseback transactions, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the City of Rome 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 enter into one or more lease-leaseback transactions, for the purpose of providing financial assistance for the construction and equipping of the Facilities, together with necessary incidental expenses in connection therewith as reflected in the Application.
- (c) The purpose of the Project is to provide needed affordable housing, which advances the goals of the City of Rome by increasing the stock of new and safe, affordable housing as well as revitalizing the Erie Canal corridor, and will promote employment opportunities and prevent economic deterioration in the area served by the Agency.
- 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 lease-leaseback transactions and the development of the Facilities (the "Agreement") are 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. Subject to the conditions set forth in Section 4.02 of the Agreement, the Agency shall (i) assist with the construction and equipping of the Facilities, and (ii) lease the Facilities to the Company pursuant to one or more agreements by and between the Agency and the Company whereby the Company will be obligated, among other things, to make payments to or for the account of the Agency.
- Section 4. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel and Agency Counsel in connection with the lease-leaseback transaction.
- Section 5. 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 transactions.
- Section 6. 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 7. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency 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 September 5, 2024 at 8:00 a.m., local time, at 584 Phoenix Drive, Rome, New York which the following members were:

Members Present:

Staff Present:

Also Present:

The question of the adoption of the foregoing resolution was duly put to vote on roll call, 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) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (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 on _____, 2024.

Shawna M. 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 the _____ day of September 2024, at _____ a.m., local time, at 584 Phoenix Drive, City of Rome, Oneida County, New York, in connection with the following matters:

2024 Copper Village 4% LLC ("Copper Village 4%") and 2024 Copper Village 9% LLC ("Copper Village 9%"), the principals of Copper Village 4% and Copper Village 9%, on their behalf or an entity or entities to be formed on behalf of any of the foregoing (collectively, the "Company") has requested that the Agency provide certain financial assistance consisting of abatement of real property taxes (the "Financial Assistance"), for a multi-phase mixed-use community which consists of the acquisition of a 10.50± acre parcel of land located at 102 Baptiste Avenue, City of Rome, Oneida County, New York (the "Land"); construction on the Land of 250 one- to three-bedroom residential apartments and 10,000± square feet of commercial space in nine (9) buildings together with amenities, offices, parking, landscaping, sidewalks and related infrastructure to service the same (collectively, the "Improvements"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of providing affordable housing and amenities within the community and to enhance economic development and retain employment in the City of Rome and surrounding areas (the respective Land, the Improvements and the Equipment are referred to individually each as a "Facility, and collectively as the "Facilities" and the phased construction and equipping of each Facility is referred to individually each as a "Project" and collectively as the "Projects"). The Facilities will be initially operated by the Company.

The Company intends to establish one or more Housing Development Fund Corporations to be the fee owner, as nominee, of the Facilities and the Company is (or will be on the date of closing) beneficial owner of the Facilities and will lease the Facilities to the Agency pursuant to one or more Lease Agreements for terms of approximately thirty-three (33) years and thirty-two (32) years, respectively (each, a "Lease Term"). The Agency will lease the Facilities back to the Company for the Lease Term, and the Company will further sub-sublease the Facilities to residential and commercial/retail tenants to be determined from time to time. At the end of each Lease Term, the Agency will terminate its applicable leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance (i) to Copper Village 4% in the form of abatement of real property tax for a period of thirty-three (33) years during which time Copper Village 4% will make fixed PILOT payments, and (ii) to Copper Village 9% in the form of abatement of real property tax for a period of thirty-two (32) years during which time Copper Village 9% will make fixed PILOT payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (Housing 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. The Public Hearing may be viewed on the Agency's website, and 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 and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: September __, 2024

By: /s/ Shawna Papale, Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
2024 Real Estate Lease
Copper Village Facility

1. Timothy Fitzgerald of the Oneida County Industrial Development Agency (the “Agency”), called the hearing to order at _____ a.m.
2. Mr. Fitzgerald, also 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:

2024 Copper Village 4% LLC (“Copper Village 4%”) and 2024 Copper Village 9% LLC (“Copper Village 9%”), the principals of Copper Village 4% and Copper Village 9%, on their behalf or an entity or entities to be formed on behalf of any of the foregoing (collectively, the “Company”) has requested that the Agency provide certain financial assistance consisting of abatement of real property taxes (the “Financial Assistance”), for a multi-phase mixed-use community which consists of the acquisition of a 10.50± acre parcel of land located at 102 Baptiste Avenue, City of Rome, Oneida County, New York (the “Land”); construction on the Land of 250 one- to three-bedroom residential apartments and 10,000± square feet of commercial space in nine (9) buildings together with amenities, offices, parking, landscaping, sidewalks and related infrastructure to service the same (collectively, the “Improvements”); and acquisition and installation of equipment in the Improvements (the “Equipment”), all for the purpose of providing affordable housing and amenities within the community and to enhance economic development and retain employment in the City of Rome and surrounding areas (the respective Land, the Improvements and the Equipment are referred to individually each as a “Facility, and collectively as the “Facilities” and the phased construction and equipping of each Facility is referred to individually each as a “Project” and collectively as the “Projects”). The Facilities will be initially operated by the Company.

The Company intends to establish one or more Housing Development Fund Corporations to be the fee owner, as nominee, of the Facilities and the Company is (or will be on the date of closing) beneficial owner of the Facilities and will lease the Facilities to the Agency pursuant to

one or more Lease Agreements for terms of approximately thirty-three (33) years and thirty-two (32) years, respectively (each, a "Lease Term"). The Agency will lease the Facilities back to the Company for the Lease Term, and the Company will further sub-lease the Facilities to residential and commercial/retail tenants to be determined from time to time. At the end of each Lease Term, the Agency will terminate its applicable leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance (i) to Copper Village 4% in the form of abatement of real property tax for a period of thirty-three (33) years during which time Copper Village 4% will make fixed PILOT payments, and (ii) to Copper Village 9% in the form of abatement of real property tax for a period of thirty-two (32) years during which time Copper Village 9% will make fixed PILOT payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (Housing 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 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.

(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 September __, 2024 at ____ a.m. local time, at 584 Phoenix Drive, Rome, New York with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, said hearing was open to the general public, 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 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 _____, 2024.

Secretary

Copper Village - City of Rome

Board Summary – September 5, 2024

General Project Information

Company: 2024 Copper Village 9% LLC & 2024 Copper Village 4% LLC
230 Wyoming Ave., Kingston PA

Type of Facility: Affordable housing, commercial, day-care center, retail.

Location: Vicinity of S. James Street and Muck Rd. bordering Erie/Barge Canal(Baptiste Ave, Jane & Luquer Sts.A portion of the site once served as a manufactured housing community.

Total Project Cost: \$125,960,333.

Description of Project: Copper Village will be a mixed-use and mixed-income housing development at the Rome Waterfront Village location. The project will include 9 buildings, 250 units of permanent affordable housing with 10,000 sf of commercial/community facility space, inclusive of a 4,000 sf daycare. Construction typology includes three mid-rise, 4-story buildings, five 3-story townhouse buildings and a 1-story daycare center. The residential programming will include the property management suite, supportive services office(Soldier On below), maintenance facilities and janitorial, a fitness center, bike storage, community room, playground and outdoor passive recreation space. Pennrose will manage the property long term.

Pennrose is a nationally recognized expert in the development and operation of mixed-income and mixed-use communities. As a private full-service real estate development firm, Pennrose has been active in real estate development for 50 years. During this time, Pennrose has developed over 27,000 rental housing units representing over \$5 Billion of development financed. Pennrose brings extensive experience in the State of New York, including 1,839 units completed and/or under construction in New York. Pennrose has dedicated both the experienced staff and corporate financing necessary to execute this development.

Human Technologies Properties (HTP) is solely owned by Human Technologies Corporation (HTC) as an enabling entity that exists to acquire, develop and hold assets. HTP's business line is facilities management and environmental services. HTP will serve as the Facilities Manager for Copper Village.

Soldier On is a nationally recognized non-profit organization providing housing for homeless and at-risk homeless veterans since 1994. Soldier On's goal is to provide formerly homeless veterans with permanent, supportive, sustainable housing. Soldier On will provide services to former military service personnel with disabilities, frail elderly, and domestic violence services.

Request for Financial Assistance

PILOT(s) Requested:

Copper Village 4% - 33 Years (a deviation from OCIDA policy)

Copper Village 9% - 32 Years (a deviation from OCIDA policy)

Payments Proposed:

Both PILOTS will pay fixed payment amounts as per exhibit in application

Estimated Exemption value of PILOTS: \$19,002,979

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

Current property taxes: \$ 20,000±

Company Obligations for Financial Assistance

FTEs to be created at Facility: 35 within 3 years



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

<https://www.oneidacountyida.org/>

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 (\$5,000 for Solar applications) 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.

Copper Village

Project Name

8/15/2024

Date of Submission

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

Copper Village - Two ownership entities and HDFC: 2024 Copper Village 4% LLC and 2024 Copper Village 9% LLC

1(a) Applicant's Legal Name: _____

1(b) Principal Address: 230 Wyoming Ave,

Kingston, PA 18704

1(c) Telephone/Facsimile Numbers: 856.371.1857

1(d) Email Address: dsalmons@pennrose.com

1(e) Secondary Email Address _____

1(f) Contact Person: Dylan Salmons

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.

Name	Address	Percentage of Ownership
<p>Copper Village project will have two ownership, single purpose entities. Both are for-profit entities. A housing development fund company will be formed for each projects and leverage the sales expemtion and mortgage recording expemtions.</p> <p>2024 Copper Village 9% LLC is comprised of Pennrose NY LLC and Human Technologies Properties. 2024 Copper Village 4% LLC is comprised of Pennrose NY LLC, Human Technologies Properties and Soldier On. Organizational Charts located in Exhibit J.</p> <p>Human Technologies Properties and Soldier On are non profits. Pennrose NY LLC is 80% owned by Pennrose Holdings, LLC and 20% owned by DSD Development Holdings, LLC. Pennrose Holdings is owned by Mark Dambley, Timothy Henkel, Richard Barnhart and Hunt PR Holdings, LLC.</p>		

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

No.

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

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: Susan Jennings, Partner
Firm: Cannon Heyman & Weiss, LLP
Address: 54 State Street 5th Floor
Albany, NY 12207
Telephone/Fax: 518 807 0225
Email: sjennings@chwattys.com

3(b) Applicant's Accountant

Name/Title: Karen Harris, CPA, Partner
Firm: CohnReznick
Address: 1301 Avenue of the Americas
New York, NY 10019
Telephone/Fax: 410-783-6588
Email: Karen.Harris@CohnReznick.com

Business Description

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

The Development Team is led by Pennrose, a nationally recognized expert in the development and operation of mixed-income and mixed-use communities. As a private full-service real estate development firm, Pennrose has been active in real estate development for 50 years. During this time, Pennrose has developed over 27,000 rental housing units representing over \$5 Billion of development financed. Pennrose brings extensive experience in the State of New York, including 1,839 units completed and/or under construction in New York. Pennrose has dedicated both the experienced staff and corporate financing necessary to execute this development.

Human Technologies Properties is solely owned by Human Technologies Corporation (HTC) as an enabling entity that exists to acquire, develop and hold assets. HTC a 501(c)(3) not-for-profit Social Enterprise with a mission to create employment for people with disabilities, is headquartered in Utica, New York with operations throughout New York, Pennsylvania, Delaware, and northern Virginia. Established in 1954, HTC employs over 330 people and generates \$40M+ in annual revenues, 100% of which are from sales of products and services. HTC primary business line is facilities Management and environmental services. HTC will serve as the Facilities Manager for Copper Village.

Soldier On is a nationally recognized non-profit organization providing housing for homeless and at-risk of homeless veterans since 1994. Soldier On's goal is to provide formerly homeless veterans with permanent, supportive, sustainable housing. Soldier On is experienced in submitting and achieving New York State Empire State Supportive Housing Initiative (ESSHI) awards and has collaborated with Pennrose on permanent homeless housing throughout the Northeast.

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.

Copper Village, a new construction development will advance the goals of Rome Rises, a City of Rome Initiative which began in 2016, by bringing a mixed-use and mixed-income development to the Rome Waterfront Village location. The project will include 9 buildings, 250 units of permanent affordable housing with 10,000 sf of commercial/community facility space, inclusive of a 4,000 sf daycare. Construction typology includes three mid-rise, 4-story buildings, five 3-story townhouse buildings and a 1-story daycare center. The residential programming will include the property management suite, supportive services office, maintenance facilities and janitorial, a fitness center, bike storage, community room, playground and outdoor passive recreation space. Penrose will manage the property long term. All commercial/community facility space will be Master Leased -- to be formed Copper Village Master Tenant LLC will be the sub-master tenant and Lessor of commercial space.

Additional project description is provided in Exhibit A: Narrative.

Reasons for Project

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

Penrose mission is to improve the lives of working families by creating safe, secure housing communities where residents can build fulfilling lives. The City of Rome Wards 2 has been disinvested for years, and is located on one of NYS's impressive natural amenities, the Erie Canal. Rome is recognized as a "severely distressed community" according to the NYS ESD Grant Funds Map, marked by disinvestment, poverty, unemployment, and economic distress. The city faces a shortage of affordable housing and an escalating homelessness crisis. A large portion of renters, particularly those aged 18-61 and seniors aged 62+, earn below \$30,000 annually. Rental properties in the area have 99% occupancy rates, underscoring the urgent need for additional housing options. Furthermore, the area is considered a "Childcare Dessert" depicting the lack of access to childcare in the area.

Our goal is to create housing choice for individuals and families. The project is 100% affordable housing, allowing permanent rental units for residents.

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

We are requesting the involvement of the Agency to support a PILOT and sales tax exemption. Both are vital to ensuring financial stability of the Project. Due to the project being 100% affordable housing, bound by NYS 30-year regulatory agreement, the project has limited net operating income due to regulated rents and high debt service. Without the PILOT, the project cannot support debt. For this reason, the Project is requesting a PILOT schedule to match the State's 30-year regulatory agreement. Due to the 100% affordable nature of the project, the Project requests a sales tax exemption.

The Project promotes employment opportunities with management, maintenance and commercial jobs. It also prevents economic deterioration in the area served by the IDA, by transforming vacant land into a mixed-use, affordable housing development, investing in a community and encouraging economic growth. This project will be a catalyst in the City of Rome along the Erie Canal.

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

Yes No

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

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

The Project would not advance. The 100% affordable project could not support full taxes and requires a 33-year PILOT payment schedule to stabilize expenses long term.

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).

In April 2024, Copper Village was awarded a \$2.5M grant from Empire State Development Corporation for the daycare portion of the development.

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 Copper Village single purpose entities has not secured financial assistance within the last 90 days. The 2 Copper Village 9% LLC SPE will be applying for HYS HCR tax credits in September 2024 and expects awards approximately 4 months after.
 Pennrose is a large affordable developer throughout the USA securing financial assistance for numerous development projects. Soldier On also receives State assistance for supportive services and veteran housing developments.

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):

- Manufacturing _____ %
- Industrial Assembly or Service _____ %
- Back office operations _____ %
- Research and Development _____ %
- Technology/Cybersecurity _____ %
- Warehousing _____ %
- Commercial or Recreational 3 %
- Retail _____ %

- Add Housing Addendum Residential housing (specify) 100% Affordable Rental Units 97 %
- Pollution Control (specify) _____ _____ %
- Environmental (e.g., Brownfield) (specify) _____ _____ %
- Add Solar Addendum Other (specify ie; renewable energy) _____ _____ %

There is approximately 10,000 sf of commercial/Section 42 community facility space, making up 3% of the total gross SF.
 The 4,000 sf daycare is a vital need in the City of Rome. It is identified as a "childcare dessert" per NYS Child Care Desert Map (<https://nysccf.maps.arcgis.com/apps/webappviewer/index.html?id=b0281149b595404e9d1c26fbef8b9735>)

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

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

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

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input checked="" type="checkbox"/> Fill-in Real Property Tax Abatement (value of PILOT savings): \$	19,002,979
<input type="checkbox"/> Mortgage Tax Exemption (.75%)	\$0.00
Amount of mortgage: \$ _____ (fill-in)	
<input type="checkbox"/> Sales and Use Tax Exemption ** (8.75%)	\$0.00 (Not available for solar)
Value of goods/services to be exempted from sales tax: \$ _____ (fill-in)	
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$ _____	

**** TOTAL EXEMPTION ASSISTANCE REQUESTED: \$ 19,002,979**

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.

A 33 year PILOT is being requested for Copper Village 4% project. A 32 year PILOT is being request for Copper Village 9% project. The additionally 2 and 3 years are to cover the construction period and expects to pay for the land value assessment taxes. Due to the 100% affordable housing project leveraging prescribed and limited state funds, certainty on cost during those years are required.

**** 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:

Current Addresses identified in Exhibit B. The Project will consolidate lots with the City of Rome.

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.)?

The site is largely vacant land. By November 1, 2024, the remaining mobile trailer homes will be vacant.

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

WD - Waterfront

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.**

Copper Village development includes the new construction of approximately 300,000 sf with 250 units of housing, and 10,000 square feet of community service facility space. The 250 units will be divided into 73 units in 4-story Building A, 79 units in 4-story Building B, and 56 units in 4-story Building C. These mid-rise buildings will include podium with wood frame construction and 2 elevators per building. The remaining units are 3-story walk-up, wood framed townhouses/stacked over flats. A one story daycare building will be wood-frame construction. Due to soft soils, the project requires deep foundations and soil improvements. Infrastructure improvements will include the extension of 3 roads, new parking lots, and extension of water/sewer/electricity all adjacent to the site. The building details, floors, sf, etc are displayed in Exhibit H: Copper Village Drawings.

The work will be carried out by the Owner who will hire a reputable General Contractor.

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.

Exhibit G states the construction commencement, phasing and completion.

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

Construction Commencement: 2025

Construction completion: 2028

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.

Normal construction permits will be obtained prior to commencing construction. All other site plan approvals have been received.

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:

The City of Rome's Planning Board granted conditional site plan approval and a negative declaration. See Exhibit C- Approvals.

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: Rome Empire

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

Yes, Copper Village is located in a Qualified Census Tract (QCT) and a Difficult Development Area (DDA). It is also located in a "severely distressed community" according to the NYS Empire State Development Corporation Grant Funds Map.

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? 3.00%. **If the answer is less than 33% do not complete the remainder of this retail determination page and proceed to next section, Part V Facility (Pg 13)**

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

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

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

Yes No

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

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

Yes No

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

Part V: Facility (Legal Information)

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

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

Legal Name: Human Technologies Properties Corporation
Address: 2260 Dwyer Avenue, Utica, NY 13501
Telephone: 3157249891
Balance of Mortgage: \$0. No Mortgage
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.

Purchase and Sale Agreement. There are two purchase and sale agreements: one for the 4% transaction and one for the 9% transaction. See Exhibit D: PSA.

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.

Yes, HT is selling the land to 2024 Copper Village 4% LLC & 2024 Copper Village 9% LLC. HT has ownership stake in LLC.

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.

2024 Copper Village 4% LLC and 2024 Copper Village 9% LLC are comprised of Pennrose, Human Technologies & Soldier On.

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

The Title Owner will be Copper Village 4% LLC and 2024 Copper Village 9% LLC. The end user will be residential housing units and for lease commercial and community space.

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.

The end user will be residential housing units. Residential tenants will have contractual rents. The 10,000 sf Section 42 Community Service Facility and commercial space will be leased to up to 3 tenants.

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.

Construction costs, furniture and fixtures for the common residential spaces

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.

No equipment had been purchased.

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.

600

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.

Yes, there will be an increase in permanent private jobs: property managers, assistance property managers, administrator, maintenance supervisor, maintenance assistant supervisor, a porter, onsite supportive service case managers and a transportation driver for supportive units. Furthermore, there will be daycare staff and retail jobs.

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

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

The current property has not experience any employment changes. The three entities (Pennrose, Human Technologies and Soldier On) have continued growing their businesses and have associated employment growth.

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

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

	Number of Jobs AFTER Project (within 3 years of project completion)	Location 1	Location 2	Location 3	Location 4	Location 5	Total
	Full-time Company	10					10
	Full-Time Independent Contractors						0
	Full-Time Leased	22					22
A.	Total Full-Time AFTER	32	0	0	0	0	32
	Part-Time Company						0
	Part-Time Independent Contractors	5					5
	Part-Time Leased	1					1
B.	Total FTE Part-Timers AFTER	3					3
C.	Total FTE AFTER *	35	0	0	0	0	35

**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	32					32
B.	FTE Part-Timers	6					6
C.	Total AFTER	38	0	0	0	0	38

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

Provide Any Notes To Job Information Below

Full-time Company: There will be 7 full-time Pennrose employees in form of property management and maintenance. There will be 3 full-time Soldier On case managers on-site with an additional part time driver. Independent contractors will be hired for landscaping, snow removal, janitorial, repairs, etc. Leased: Commerical tenants that will be leasing space include up to 3 separate tenants. The 4,000 sf daycare facility is expected to have 10 staff. The remain 6,000 sf of commerical has to-be-determined tenants. The industry standard of 1 full-time position per 500 sf was used to estimate job creation. The intention is to hire all company and contractors locally.

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	\$	%	\$ 50,000	34 %
Administrative	\$	%	\$	%
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$	%	\$ 50,000	34 %

*** 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:

531311 - Property Manager
561210 - Facilities Support
5617 - Services to buildings and dwellings (exterminating, janitorial, landscaping, cleaning)
44-45 - Commerical
624410 - Childcare services

Part VIII: Estimated Project Cost and Financing

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

LAND Acquisition	\$	950,000	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$		
Existing Building(s) RENOVATION	\$		
NEW Building(s) CONSTRUCTION	\$	80,942,818	
Site preparation/parking lot construction	\$	4,260,147	
Machinery & Equipment that is TAXABLE	\$		
Machinery & Equipment that is TAX-EXEMPT	\$		
Furniture & Fixtures	\$	279,484	
Installation costs	\$		
Architectural & Engineering	\$	4,043,090	
Legal Fees (applicant, IDA, bank, other counsel)	\$	1,170,000	
Financial (all costs related to project financing)*	\$	33,401,194	
Permits (describe below)	\$	574,547	
Other (describe below) ie: solar decommissioning expense)	\$		

Other:	Cost:	Subtotal \$	125,621,280
1. <input type="text"/>	<input type="text"/>		
2. <input type="text"/>	<input type="text"/>		
3. <input type="text"/>	<input type="text"/>	Agency Fee ¹ \$	339,053
4. <input type="text"/>	<input type="text"/>		
5. <input type="text"/>	<input type="text"/>	Total Project Cost \$	125,960,333

* **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.

The Applicant is actively working on financing with NYS HFA, LIHTC investors, and construction and permanent lenders. We have letters of interest but would not lock in commitments until closer to construction closing.

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: -----	\$	<u>2,981,700</u>
Equity (excluding equity that is attributed to grants/tax credits) --	\$	<u>3,944,089</u>
Tax Exempt Bond Issuance (if applicable) -----	\$	<u>5,100,000</u>
Taxable Bond Issuance (if applicable) -----	\$	<u> </u>
Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.-----	\$	<u>113,595,491</u>

Identify each Public state and federal grant/credit:

Comments:

Source	State Subsidy	\$	46,839,225	Grants = FHLB NY (\$4m), NYS ESD Grant \$2.5M State Subsidy = NYS HCR subsidy term sheets: Supportive Housing Opportunity Program, Housing Trust Fund, Community Initiative Fund; NYS Homeless Housing Assistance Program
Source	Grants	\$	6,500,000	
Source	Federal and State Tax Credit Equity	\$	60,256,266	
Source		\$		

Total Sources of Funds for Project Costs: \$ 125,621,280

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
All tax parcels	\$ 128,830	\$ 144,570	\$ 273,400	\$ 19,155	\$ 7,500,000

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

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

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

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

City of Rome

Rome City Hall 198 N Washington St. Rome, NY 13440

13(e) Address of Receiver of School Taxes:

Rome City School District

District Offices 409 Bell Road Rome, New York, 13440

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://dec.ny.gov/regulatory/permits-licenses/seqr>

- 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

Application Fee: \$500. Solar projects: \$5,000. Due at time of application submittal. Non-refundable if the applicant fails to close on the project with the Agency.

Commitment Fee: \$1,000. Due at time of application submittal; Upon closing with the IDA this amount is applied to the IDA Agency Fee.

Bond Fee: 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 \$15,000 if no commercial financing is involved or \$10,000 to \$18,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

Annual Fee (Lease/Rent 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. The 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. The applicant is obligated to reimburse the Agency for all fees and expenses incurred by the Agency, Agency Counsel, and Bond Counsel, regardless of whether the transaction closes or not.

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.

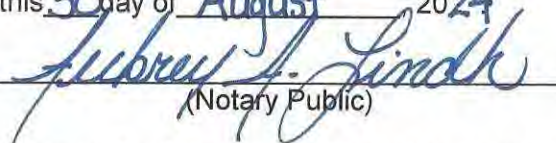
STATE OF ~~NEW YORK~~ ^{Pennsylvania}
COUNTY OF ~~ONEIDA~~ ^{Philadelphia}) ss.:

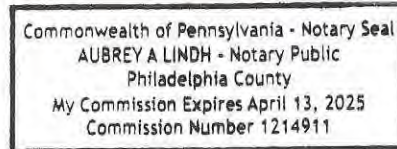
Timothy Henkel, being first duly sworn, deposes and says:

1. That I am the President of Pennrose LLC (Corporate Office) of the owner of 2024 Copper Village 9% LLC and 2024 Copper Village 4% 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 30 day of August 2024


(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: Penrose staff

Title: Development

Date: 8/30/2024

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

Anthony J. Picente Jr.
County Executive

Shawna M. Papale Executive
Director/Secretary

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA

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



David B. Grow
Chair

L. Michael Fitzgerald
Vice-Chair

Mary Faith Messenger
Treasurer

Ferris Betrus

Kirk Hinman

Eugene Quadraro

Steven Zogby

MEMORANDUM TO COMPANIES SALE-LEASEBACK TRANSACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. AGENCY PROVISIONS.

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

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

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

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

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

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

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

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

Section 9.14 Rights of Bank.

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

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

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

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

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

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

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

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

DEFINITIONS:

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

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

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

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

If the Company falls below the Minimum Standard, the Agency will notify the Company in writing of the Agency's intention to recapture Financial Assistance. The Company will have thirty (30) days to respond to the letter and may include a request to appear before the Agency. The Agency will determine, in its sole discretion, if a valid exemption exists and potentially reduce the remedies described below.

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

(a) **Shortfall Payments.**

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

(b) **Major Shortfall Payment.**

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

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

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

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

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

(a) **Shortfall Payments.**

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

(b) **Major Shortfall Payment.**

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

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

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

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

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

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

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

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

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

Oneida County Industrial Development Agency

Insurance Requirements Under Leaseback Agreement

Section 3.4 Insurance Required.

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

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the building, equipment, 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. 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.

(f) **Environmental/Pollution 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 damages and liability arising from release of pollutants and environmental contamination with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 per claim/aggregate. This requirement will be waived upon presentation of evidence satisfactory to the Agency that neither the Facility nor the operations and activities of the Company or any occupant of the Facility present the potential for environmental liability exposure.

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 evidencing the insurance required by Section 3.4(f) 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. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b), (c) and (f) shall contain waivers of subrogation in favor of the Agency. The policies under Section 3.4 (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 Section 3.4 shall be submitted to the Agency on or before the Closing Date or the date on which the Agency appoints the Company as its agent for making exempt purchases, whichever date is earlier; provided, however, that if the insurance required by Section 3.4(f) is to be provided by the general contractor, the Company will submit certificates to the Agency at the time the Company enters into a written agreement with the general contractor evidencing coverage is in effect on the date of said written agreement. Attached to the certificate(s) of insurance for liability policies shall be a copy of the additional insured endorsement. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

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

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director

Timothy Fitzgerald
Assistant Secretary

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

OCIDA



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

David C. Grow
Chairman

L. Michael Fitzgerald
Vice Chair

Mary Faith Messenger
Treasurer

Ferris Betrus Jr.
Kirk Hinman
Eugene Quadraro
Stephen Zogby

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY UNIFORM TAX EXEMPTION POLICY

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

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

I. Project Eligibility Criteria

(a) General Requirements

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

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

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

(b) Industrial and Manufacturing Projects

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

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

(c) Retail Projects

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

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

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

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

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

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

(d) Other Non-Industrial/Commercial Projects

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

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

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

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

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

II. **Real Property Tax Abatements**

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

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

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

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

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

(a) **Industrial and Manufacturing Projects**

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

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

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

(b) Retail Projects

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

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

(c) Other Non-Industrial/Commercial Projects

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

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

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

III. Sales Tax Exemptions

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

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

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

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

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

IV. Mortgage Recording Tax Exemption

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

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

V. Recapture

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

VI. Deviations

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



APPLICATION FOR FINANCIAL ASSISTANCE

Housing Project

ADDENDUM

Please complete this addendum and submit Pages 1-2, including any required supplemental information requested, along with the Standard OCIDA Application for Financial Assistance

Housing Project Questionnaire

Complete the following questions only if your project is a Housing Project. Please reference the Oneida County Industrial Development Agency Uniform Tax Exemption and Agency Benefits Policy Market Rate Rental Housing Development Initiatives. (Add additional pages as needed).

1(a) Describe the housing project to be constructed or renovated in detail (type of housing, number of units, etc.):

The new construction project includes 100% affordable, LIHTC rental housing. 250 units ranging from 1 to 3 bedrooms. The residences will be regulated for tenants from 30% AMI to 80% AMI, from formerly homeless and extremely low income to workforce households, all units have a weighted average of 55% AMI. Of the 250 units, 75 units are set aside for formerly homeless through the NYS ESSHI program with set asides for veterans, frail elderly and survivors of domestic violence.

1(b) Describe how you will change the current use of the facility or property being utilized for the project. To assist the IDA in their determination of an eligible vacant urban infill site project please provide an extensive explanation as well as photos of what is being removed or replaced with the new construction.

Underutilized vacant land will be transformed into an activated mixed-income, mixed-use development. The site will be delivered vacant - the few remaining trailer mobile homes will be leaving by November 2024. Infill rental housing will be construction on vacant property along an impressive NYS amenity, the Erie Canal. The Project is highlighted in the City of Rome's comprehensive plan, Rome Rises, promoting housing development on this site and encouraging housing of choice. The site will construct new roads and utilities to support the 250-unit mixed-use project. Existing photos are provided in Exhibit F.

1(c) Will the project have any impact on the existing infrastructure or upgrades to the current infrastructure (water, sewer, electrical, gas, etc.)? If yes please provide detail and who you are working with at the applicable organization.

Yes, the project will expand water, sewer and electrical infrastructure adjacent to the site. The project is working with our civil engineer, Labella Associates, along with the City of Rome. Existing water and sewer stop at Baptiste Avenue and South James Street and will be extended into the site. Existing National Grid electricity is surrounding the site and will be pulled towards the buildings. The project will be 100% electric. Infrastructure expansion is part of the Rome Rises plan to support mixed-use programming in the Waterfront Zoning District.

1(d) If your project is a multi-use facility please provide details of the project, project square footage breakdown of non-housing to housing usage, detail the job creation and retention associated with the non-housing component.

3% total SF is commercial. Ground floor commercial and community facility space is within the two mid-rise buildings flanking the public plaza. There is also a 4,000 sf building at the gateway entrance to the development for child care services. Mohawk Valley Community Action Agency is an interested tenant and expects to have 10 staff. The remaining 6,000 sf of commercial/community serving space will be marketed to attract tenants. The industry standard of 1 full-time position per 500 sf was used to estimate job creation, totaling an additional 12 commercial jobs.

1(e) Does the project provide a community benefit? If yes provide detail substantiating (reference the IDA policy).

The development will extend community infrastructure. It will create a community amenity by connecting a plaza to the existing Erie Canal walking/biking trail. It will remove vacancy and blight in Ward 2 and spur on investment along the Erie Canal. The project will manage stormwater management and potentially connecting to the City of Rome's Old Clinton's Ditch to innovatively and proactively manage water while creating a public amenity. The project is investigating brownfield tax credits on the eastern portion of the site. The mixed-income project targets the working class from 30-80% AMI and supports workforce housing.

**Oneida County Industrial Development Agency
Uniform Tax Exemption and Agency Benefits Policy
Market Rate Rental Housing Development Initiatives
(Effective March 1, 2015 and revised on April 20, 2018 and October 20, 2023)**

1. Overview :

In furtherance of the Oneida County Vision 2020 – “Path Toward Prosperity Initiative,” the Oneida County Industrial Development Agency (“OCIDA”) has created the following Uniform Tax Exemption and Agency Benefits Policy (the “Policy”) to encourage development of specific types of market rate rental housing. The expansion of OCIDA’s policy to support eligible market rate rental housing is largely driven by the anticipated employment opportunities that will be created by the nanotechnology and emerging innovation economy where a segment of the new work force that will be attracted to these type of jobs prefer market rate rental housing and unique urban living lifestyles.

The purpose of this Policy is to assist OCIDA in determining whether a housing project promotes employment opportunities and prevents economic deterioration in the area served by OCIDA, consistent with New York State Controller’s Opinion No. 85-51 and the New York State General Municipal Law. This Policy is intended to be annexed to and made a part of OCIDA’s Uniform Tax Exemption Policy adopted on January 28, 1994, amended on December 21, 1998 and April 30, 2009 (the “UTEP”). OCIDA reserves the right to deviate from this Policy at its discretion and in accordance with the General Municipal Law.

2. Eligible Housing Projects:

The types of housing eligible for OCIDA consideration include market rate (rental only): ***apartments, townhouses, condominiums, loft-style housing and new urbanism type of housing developments.***¹***In order to be considered for OCIDA financial assistance pursuant to this Policy, projects must have a minimum of five (5) units in a renovation or conversion of a building and twenty-four (24) units for new construction, and achieve the minimum number of points to qualify for incentives in accordance with this Policy.***

In addition, all applications for consideration must have a minimum project investment of \$400,000 in renovation/construction projects and \$1.2 Million for new construction rental housing projects.

All projects shall be subject to and in compliance with the New York State General Municipal Law and the UTEP. OCIDA’s UTEP requires all applicants to file a Cost/Benefit Analysis that is deemed acceptable to OCIDA.

3. Eligible Areas:

¹ **New Urbanism** is an urban design movement which promotes walkable neighborhoods containing a range of housing and job types.

OCIDA’s Uniform Policy for Tier 1, Tier 2 and Tier 3 benefits are targeted for projects that lie in the defined areas of the cities of Rome, Sherrill and Utica and 2010 Census Urbanized Areas and incorporated villages, as shown on the maps that are annexed hereto and made a part of this Policy. Projects that lie outside the three cities or the historic villages but lie within the urbanized area must have water and sewer service in place in order to qualify for OCIDA consideration.

Eligible projects within the defined Eligible Areas will be considered for benefits provided the application can achieve the required minimum number of points.

4. Criteria:

OCIDA will entertain applications for assistance that fall within the following criteria, using the following 100 point scoring system for each application received:

Criteria	Description of Criteria	Points
Adaptive Reuse Projects	Projects that propose a change in use to an existing building (e.g., reuse of vacant or underutilized facility) or propose development on a vacant urban infill site ² that is being repurposed or redeveloped for an eligible housing project.	25
Eligible Area Locations	Projects located within <i>Eligible Areas</i> (see attached map) that have 24 or more units of eligible housing units via new construction or renovation, except for urban infill development projects where the IDA will entertain applications for projects located on a vacant urban infill site that has less than 24 units of eligible housing.	20
Utilizes Existing Infrastructure	Projects that <i>utilize existing infrastructure</i> (i.e. utilizing both existing sewer and water services and do not require system expansion. Modernizations, such as replacing existing pipes where service is already provided, are viewed favorably).	20
Community Benefits	Projects that create other benefits that inure to the benefit of the community that may include: rebuilding community infrastructure, pays sewer credits, creates or contributes to a community amenity, dedicates land to a municipality for a public improvement which benefits health and safety, removes slums and blighting influences (e.g., demolition or supports in-fill development within a neighborhood, commercial corridor, downtown, or main street area), provides an environmental enhancement (e.g., flooding wetlands creation/restoration, is part of a Brownfield, utilizes federal/state historic tax credit programs, provides mixed income rental units to support workforce housing, or provides other benefits deemed important and relevant by OCIDA.	5
Green Projects	(1) Projects to be constructed on a New York State or federal defined Brownfield, such as a site designated as a federal or state Superfund site; a participant in the State	10

² Urban infill site would include infill rental housing being constructed on vacant or underutilized property.

	Voluntary Cleanup Program; a former, verified Manufacturing Gas Plant, or within a Brownfield Opportunity Area; or (2) Projects whose plans qualify for a LEED Certification from the US Green Building Council (final certification required prior to commencement of the PILOT Agreement); or (3) Projects that incorporate geothermal technologies that are projected to make a significant impact on the stability, reliability and resilience of the grid. The physical geothermal plant providing energy to the Project must be located within Oneida County, turned on and connected to the grid, the energy generated must provide at least fifty percent (50%) of the energy needs for the Project, and more than fifty percent (50%) of the energy generated must be used in Oneida County.	
Mixed Use Development Projects	Projects that are mixed use development with housing being at least –50% or more of a building’s total area and the project induces job growth (mixed use development project proposes direct job creation with non-residential uses). To reach 20 points, must create at least 2 FTEs.	20
Total Points:		100

5. Scoring of Housing Applications:

OCIDA shall use this scoring system to determine the level of Agency benefits:

- Tier 1 Benefits: projects that score at least 60 points may receive abatement of real property taxes, exemptions from sales taxes and exemptions from mortgage recording taxes
- Tier 2 Benefits: projects that score between 50 to 59 points may receive abatement of real property taxes, exemptions from sales taxes and exemptions from mortgage recording taxes
- Tier 3 Benefits: projects that score 40 to 49 points may receive exemptions from sales taxes and exemptions from mortgage recording taxes (not eligible for abatement of real property taxes)

Term of PILOT Exemption Schedule	Tier 1 – PILOT Exemption Schedule	Tier 2 – PILOT Exemption Schedule
1	100%	75%
2	100%	75%
3	100%	75%
4	100%	75%
5	75%	50%
6	50%	25%
7	50%	
8	25%	
9	10%	
10	10%	

Applicants will pay 100% of all taxes due and owed until a Certificate of Occupancy is issued for a project, and then the first exemption year in the schedule will begin effective the first taxable status date after a Certificate of Occupancy is issued.

6. Ineligible Housing Projects:

OCIDA will not consider housing applications that propose new suburban subdivisions that serve single family detached housing or projects that are not located within the eligible areas as referenced in Section 3 and included on the map, which is attached hereto and made a part of this policy.

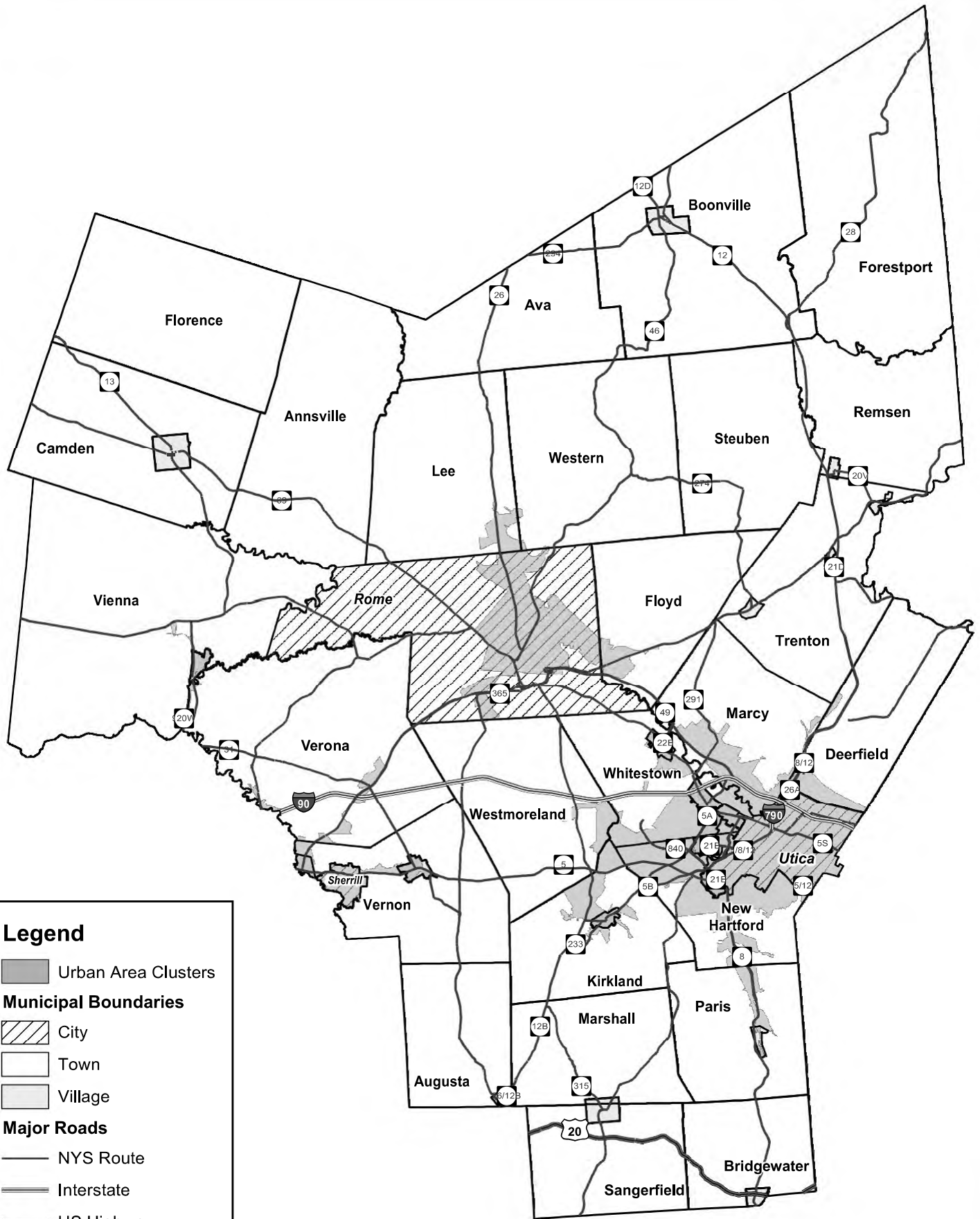
7. Sunset Provision:

The effective date of this policy will commence on the first day of the month following the date in which this Policy is formally approved in accordance with requirements set forth under Article 18A of the General Municipal Law and shall remain in effect until December 31, 2025, unless OCIDA elects to further extend or modify the Policy.

All applicants who are granted approval during this time period will have twenty-four (24) months to complete their project, which shall be evidenced by issuance of a Certificate of Occupancy by the applicable local codes officer for the political subdivision where the project is situated. Receipt of a Certificate of Occupancy is required in order to receive all tax benefits that were granted in the final authorizing resolution approved by OCIDA.

8. Agency Fees:

The applicant will be required to remit to OCIDA all applicable fees (see fee schedule), including payment of all OCIDA legal costs associated with the project and an annual rent payment of \$750, which is due as part of the lease agreement with OCIDA. A copy of the applicable fee schedule is included with the application package. When the application is submitted, the applicant shall submit a check for \$1,500 which includes a non-refundable application fee of \$500 and a commitment fee of \$1,000 that will be applied at closing; if the project does not close the \$1,000 is applied to legal fees incurred in connection with the application. Other than the application fee and the annual rent payment, all other fees shall be due and paid at closing.

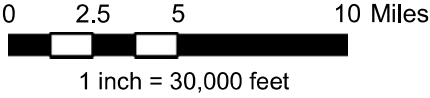


Legend

- Urban Area Clusters
- Municipal Boundaries**
- City
- Town
- Village
- Major Roads**
- NYS Route
- Interstate
- US Highway



Oneida County, NY
Urban Area Clusters



This information has been compiled for planning purposes and may not be reproduced or transmitted for commercial purposes or for any other purpose without the prior approval of the Herkimer Oneida Counties Comprehensive Planning Program (HOCCPP). The HOCCPP shall not be liable for any misuse or misrepresentation of this information. The HOCCPP makes no warranty as to the accuracy of the data contained hereon. Updated August 2017

Oneida County Industrial Development Agency
Housing Recapture Policy
Adopted November 13, 2015

1. **Project Obligation**. The financial assistance granted by the Agency is conditioned upon the Applicant constructing its Project as represented in its Application, within two years from the date the Project is induced (the "Project Obligation"). Each Project receives financial assistance based upon how the Project scored using the criteria described in the Housing Policy (the "Initial Score"). If, after two years or upon completion of the Project, the Final Project is not completed in accordance with the Project Obligation, it may subject the Applicant to recapture of financial assistance.
2. **Reporting to the IDA**. An Applicant will be required to submit one Final Project Report within ten days of receiving a Certificate of Occupancy for all units, or at least ten days before the end of the lease term, whichever is soonest but in no case longer than two years from the date induced. The Final Project Report will certify completion of the facility in compliance with the Project Obligation, and will provide copies of all Certificates of Occupancy.
3. **Final Project Review**. Upon receipt of the Final Project Report, the Agency will score the Project again using the same criteria contained in the Housing Policy as when the Project was induced (the "Final Score"). In the event the Applicant fails to meet the criteria upon which the project received its Initial Score and the Final Score would have resulted in less financial assistance, the Applicant may be subject to recapture and/or a reduction of financial assistance. If the scoring results in a higher score, the Applicant will not be entitled to additional financial assistance.
4. **PILOT Amendments**.
 - a. If a Project's Initial Score is for Tier 1 Benefits and the Final Score is for Tier 2 Benefits, the PILOT Agreement will be revised to reflect the PILOT Exemption Schedule for Tier 2 Benefits.
 - b. If a Project's Initial Score is for Tier 1 Benefits or Tier 2 Benefits and the Final Score is for Tier 3 Benefits or lower, the PILOT Agreement will be terminated.
5. **Major Shortfall**. If a Project's Final Score is lower than Tier 3 Benefits, the Agency will notify the Company in writing of its intention to recapture benefits and the Company will have thirty (30) days to respond to the letter citing the reason or reasons the Company failed to achieve its Project Obligation, including any request to appear before the Agency. Then the Agency, in its sole discretion, may:
 - a. Take no action if it is determined that the reason or reasons for failing to achieve the Project Obligation are temporary or, in the sole opinion of the Agency, it is in the best interest of economic development of Oneida County;
 - b. Reduce the benefits granted to the Company in an amount proportionate to the percentage of the Project Obligation that was achieved (i.e., if the Company meets 75% of its projections, 25% of benefits are recaptured); or
 - c. Terminate the Leaseback Agreement and the PILOT Agreement and require the Company to repay 100% of the benefits received to date.

6. **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.

7. **Miscellaneous**.
 - a. The Agency in granting benefits retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions.
 - b. No violation of these provisions will, in and of itself, constitute a default of any financing debt instrument.

COPPER VILLAGE, ROME, NY



PROJECT DESCRIPTION

Copper Village, a new construction development will advance the goals of *Rome Rises*, a City of Rome Initiative which began in 2016, by bringing a mixed-use and mixed-income development to the Rome Waterfront Village location.

The underused, and mostly vacant, 10.5-acre site is located on the Erie Canal. The area is a significant opportunity to redefine Rome, to provide a high-quality neighborhood with new housing for locals, and to revitalize of the area between South James Street and Erie Boulevard north of the Erie Canal as well as improve public access to the canal. The site is oriented to maximize the beautiful waterfront amenity of the Erie Canal. A new public plaza activates the waterfront to the public and engages directly with the existing NYPA/Canal Corporation bike and pedestrian trail.

The new construction development includes 250 affordable units ranging from 1- to 3-bedrooms for individuals, families, and seniors. The residences will be marketed to tenants at a range of income levels, from formerly homeless and extremely low income to workforce households (~10% discount to market rate). This distribution intends to welcome a new neighborhood that embraces diversity of incomes to create inclusive housing.

Residential amenity spaces will include a community room, fitness center, outdoor courtyards and a playground, as well as on-site parking and bike storage. Each building will have a welcoming lobby, mail room and package center. A centralized management suite and social services center is on site. The entire site will have a security system with proper lighting, key access, and cameras.

Copper Village will include 10,000 SF of commercial space to invite visitors into the community and down to the Erie Canal. A public plaza connects the retail to the Erie Canal. A daycare facility will be located off South James Street as a gateway entrance to the site, and offer a dedicated childcare playground.

General Project Info	
Location	102 Baptiste Ave Rome, New York
Tax Parcel	242.073-0001-019 242.073-0001-020 242.073-0001-021 242.073-0002-072 242.073-0002-073 242.082-0001-001 242.082-0001-002 242.082-0001-003 242.082-0001-004 242.082-0001-005 242.082-0001-006 242.082-0001-007 242.082-0001-008 242.082-0001-009 242.082-0001-010 242.082-0001-011 242.082-0001-019 242.082-0001-020 242.082-0001-021 242.018-0001-046
Census Tract & Income	Census Tract 219; Median household income of approximately \$33,000
QCT; DDA	Yes
OZ	Yes
Units	250
Targeted Closing	2025



Target Populations

The project envisions 250 units set aside for affordable, ranging from 30% to 80% AMI for both singles and families. 175 units will be for general occupancy, both families and seniors. 75 units (30%) are intended to be designated with a preference for military service with disabilities, frail elderly and domestic violence survivors, and receive services by Soldier On with the financial support of the Empire State Supportive Housing Initiative (ESSHI). The program includes 136 one-bedroom units, 80 two-bedroom units, and 34 three-bedroom units. The residential programming will include the property management suite, supportive services office, maintenance facilities and janitorial, a fitness center, and bike storage.

COMMERCIAL OPERATIONS

Copper Village 9% LLC and Copper Village 4% LLC will each have a Master Lease structure. The to be formed Master Tenant LLC will be a sub-master tenant and lessor of commercial space. A day care provider or other commercial tenants will have sub leases to the Master Tenant LLC.

PROJECT TIMELINE

The Project will receive Site Plan approval for the full 250-unit Master Plan. Though, the project will be financed as two separate transactions.

The western portion of the site will be a 9% transaction, and have the following timeline:

- September 2024: HCR 9% Tax Credit Submission
- Q3 2025: Closing
- Q3 2025 – Q4 2026: Construction
- Q4 2026 – Q3 2027: Lease up and Stabilization
- Q3 2027: Conversion to Permanent Loan

The eastern portion of the site will be a 4% deal and follow this timing:

- November 2024: HCR 4% Tax Credit Submission
- Q1 2026: Closing
- Q1 2026 – Q1 2028: Construction
- Q1 2028 – Q4 2028: Lease up and Stabilization
- Q4 2028: Conversion to Permanent Loan

ORGANIZATION INTRODUCTION

There are two single purpose entities: 2024 Copper Village 9% LLC is comprised of Pennrose NY LLC and Human Technologies Properties. 2024 Copper Village 4% LLC is comprised of Pennrose NY LLC, Human Technologies Properties and Soldier On. Organizational Charts located in Exhibit J.

The Development Team is led by Pennrose, a nationally recognized expert in the development and operation of mixed-income and mixed-use communities. As a private full-service real estate development firm, Pennrose has been active in real estate development for 50 years. During this time, Pennrose has developed over 27,000 rental housing units representing over \$5 Billion of development financed. Pennrose brings extensive experience in the State of New York, including 1,839 units completed and/or under construction in New York. Pennrose has dedicated both the experienced staff and corporate financing necessary to execute this development.

Human Technologies Corporation (HTC), a 501(c)(3) not-for-profit Social Enterprise with a mission to create employment for people with disabilities, is headquartered in Utica, New York with operations throughout New York, Pennsylvania, Delaware, and northern Virginia. Established in 1954, HTC employs over 330 people and generates \$40M+ in annual revenues, 100% of which are from sales of products and services. HTC primary business line is facilities Management and environmental services. HTC will serve as the Facilities Manager for Copper Village.



Soldier On is a nationally recognized non-profit organization providing housing for homeless and at-risk of homeless veterans since 1994. Soldier On's goal is to provide formerly homeless veterans with permanent, supportive, sustainable housing. Soldier On is experienced in submitting and achieving New York State Empire State Supportive Housing Initiative (ESSHI) awards and has collaborated with Pennrose on permanent homeless housing throughout the Northeast.

Upon completion, Copper Village will be professionally managed by Pennrose Management Company (PMC), with maintenance services provided by Human Technologies Corporation Inc, and Soldier On, Inc will offer on-site supportive service case management.



Current Photos



Current Photos



Exhibit B
Existing Tax Parcels

Rome Waterfront Parcels

<u>Account # and Ward</u>	<u>Tax ID</u>	<u>Owner</u>	<u>Street #</u>	<u>Street Name</u>
12796 02	242.073-0001-019	Human Technologies Properties		Baptiste Ave
12795 02	242.073-0001-020	Human Technologies Properties	102	Baptiste Ave
12790 02	242.073-0001-021	Human Technologies Properties		Baptiste Ave
11162 02	242.073-0002-072	Human Technologies Properties	338	Jane St
11222 02	242.073-0002-073	Human Technologies Properties		Jane St
11220 02	242.082-0001-001	Human Technologies Properties	333	Jane St
11215 02	242.082-0001-002	Human Technologies Properties	331	Jane St
11210 02	242.082-0001-003	Human Technologies Properties	329	Jane St
11205 02	242.082-0001-004	Human Technologies Properties	327	Jane St
11200 02	242.082-0001-005	Human Technologies Properties	325	Jane St
11195 02	242.082-0001-006	Human Technologies Properties	323	Jane St
11190 02	242.082-0001-007	Human Technologies Properties	321	Jane St
11185 02	242.082-0001-008	Human Technologies Properties	319	Jane St
11180 02	242.082-0001-009	Human Technologies Properties	317	Jane St
11175 02	242.082-0001-010	Human Technologies Properties	315	Jane St
11165 02	242.082-0001-011	Human Technologies Properties	309-11	Jane St
11735 02	242.082-0001-019	Human Technologies Properties	112-14	Luquer St
11730 02	242.082-0001-020	Human Technologies Properties	110	Luquer St
11725 02	242.082-0001-021	Human Technologies Properties	108	Luquer St
11105 02	242.018-0001-046	Human Technologies Properties	733-35	S James St

Current Assessment Values

Copper Village Land

	Land Assessment	Building Assessment	Total
733-735 James St	\$ 1,330.00	\$ 82,670.00	\$ 84,000.00
Baptiste Ave	\$ 11,200.00	\$ -	\$ 11,200.00
102 Baptiste Ave	\$ 55,800.00	\$ 59,200.00	\$ 115,000.00
Baptiste Ave	\$ 8,100.00	\$ 2,700.00	\$ 10,800.00
338 Jane St	\$ 18,900.00		\$ 18,900.00
Jane St	\$ 5,200.00		\$ 5,200.00
333 Jane St	\$ 1,300.00		\$ 1,300.00
331 Jane St	\$ 1,000.00		\$ 1,000.00
329 Jane St	\$ 1,000.00		\$ 1,000.00
327 Jane St	\$ 1,000.00		\$ 1,000.00
325 Jane St	\$ 1,000.00		\$ 1,000.00
323 Jane St	\$ 1,000.00		\$ 1,000.00
321 Jane St	\$ 1,000.00		\$ 1,000.00
319 Jane St	\$ 1,000.00		\$ 1,000.00
317 Jane St	\$ 1,000.00		\$ 1,000.00
315 Jane St	\$ 1,000.00		\$ 1,000.00
309-11 Jane St	\$ 4,000.00		\$ 4,000.00
112-114 Luquer St	\$ 7,700.00		\$ 7,700.00
110 Luquer St	\$ 3,300.00		\$ 3,300.00
108 Luquer St	\$ 3,000.00		\$ 3,000.00
	\$ 128,830.00	\$ 144,570.00	\$ 273,400.00

Current Taxes

Copper Village - Taxes Currently

	County	School	City	
733-735 James St	858.48	2915.35	1696.46	
Baptiste Ave	114.46	388.71	226.19	
102 Baptiste Ave	1217.15	4032.96	2514.39	
Baptiste Ave	113.81	374.83	1290.17	
338 Jane St	193.16	655.95	381.71	
Jane St	53.14	180.48	105.02	
333 Jane St	13.29	45.12	26.26	
331 Jane St	10.22	34.71	20.19	
329 Jane St	10.22	34.71	20.19	
327 Jane St	10.22	34.71	20.19	
325 Jane St	10.22	34.71	20.19	
323 Jane St	10.22	34.71	20.19	
321 Jane St	10.22	34.71	20.19	
319 Jane St	10.22	34.71	20.19	
317 Jane St	10.22	34.71	20.19	
315 Jane St	10.22	34.71	20.19	
309-11 Jane St	40.88	138.83	80.79	
112-114 Luquer St	78.69	267.24	155.51	
110 Luquer St	33.73	114.53	66.65	
108 Luquer St	30.66	104.12	60.59	
	2839.43	9530.51	6785.45	\$ 19,155.39



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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida **Title Number:** LANDUS NYFA22-6617/Q
Swis Code: 301300
Town/City: City of Rome **Area:** City of Rome City
Address: 110 LUQUER ST **Owner:** HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME **Tax Class:** 311 Residential Vacant Land
District: **Acreage:** .10
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$3,300
Lot: 020 **Total AV:** \$3,300
NON-EXEMPT

2022 COUNTY TAX (1/12-12/31)
TOTAL \$33.73 DUIE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$114.53
1ST PMT \$57.26 DUE 10/1/22-PAID
2ND PMT \$57.27 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$66.65
1ST PMT \$33.32 DUE 4/1/22-PAID
2NT PMT \$33.33 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNT 315-798-3010
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida **Title Number:** LANDUS NYFA22-6617/R
Swis Code: 301300
Town/City: City of Rome **Area:** City of Rome City
Address: 108 LUQUER ST **Owner:** HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME **Tax Class:** 311 Residential Vacant Land
District: **Acreage:** .06
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$3,000
Lot: 021 **Total AV:** \$3,000
NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$30.66 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$104.12
1ST PMT \$52.06 DUE 10/1/22-PAID
2ND PMT \$52.06 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$60.59
1ST PMT \$30.29 DUE 4/1/22-PAID
2ND PMT \$30.30 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured about. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida	Title Number: LANDUS NYFA22-6617/S
Swis Code: 301300	
Town/City: City of Rome	Area: City of Rome City
Address: 733-35 S JAMES ST	Owner: HUMAN TECHNOLOGIES PROPERTIES

School Dist: ROME	Tax Class: 416 Mobile Home Parks (trailer parks, trailer courts)
--------------------------	--

District:	Acreage: .70
Section: 242.018	Account#:
Block: 0001	Land AV: \$13,300
Lot: 046	Total AV: \$84,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$858.48 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$2915.35
1ST PMT \$1457.67 DUE 10/1/22-PAID
2ND PMT \$1457.68 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$1696.46
1ST PMT \$848.23 DUE 4/1/22-PAID
2ND PMT \$848.23 DUE 10/1/22-PAID

WATER ACCOUNT
MULTIPLE ACCOUNTS
INFORMATION UNAVAILABLE
OWNER MUST PRESENT BILLS/RECEIPTS AT CLOSING

NO ARREARS

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida

Title Number: LANDUS NYFA22-6617/S

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida **Title Number:** LANDUS NYFA22-6617
Swis Code: 301300
Town/City: City of Rome **Area:** City of Rome City
Address: BAPTISTE AVE **Owner:** HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME **Tax Class:** 311 Residential Vacant Land
District: **Acreage:** 3.50
Section: 242.073 **Account#:**
Block: 0001 **Land AV:** \$11,200
Lot: 019 **Total AV:** \$11,200
NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$114.46 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$388.71
1ST PMT \$194.35 DUE 10/1/22-PAID
2ND PMT \$194.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$226.19
1ST PMT \$113.09 DUE 4/1/22-PAID
2ND PMT \$113.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/10/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida **Title Number:** LANDUS NYFA22-6617/A
Swis Code: 301300
Town/City: City of Rome **Area:** City of Rome City
Address: 102 BAPTISTE AVE **Owner:** HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME **Tax Class:** 416 Mobile Home Parks
(trailer parks, trailer courts)

District: **Acreage:** 2.90
Section: 242.073 **Account#:**
Block: 0001 **Land AV:** \$55,800
Lot: 020 **Total AV:** \$115,000
NON-EXEMPT

2023 COUNTY TAX (1/1-12/31)
TOTAL \$1217.15 DUE 2/1/23-OPEN

2022/2023 SCHOOL TAX
TOTAL: \$4,032.96

YEAR: 7/1-6/30
DUE.: 9/1

1ST PMT \$2160.48 DUE 10/1/22-PAID
2ND PMT \$2160.48 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$2514.39
1ST PMT \$1257.19 DUE 4/1/22-PAID
2ND PMT \$1257.20 DUE 10/1/22-PAID

GARBAGE PRIVATE CONTRACTOR

WATER/SEWER ACCOUNT #M50960
TOTAL \$852.34 OPEN
FROM 8/1/22 TO 11/1/22
SUBJECT TO FINAL READING.

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida

Title Number: LANDUS NYFA22-6617/A

WATER/SEWER ACCOUNT #M50965
TOTAL \$852.34 OPEN
FROM 8/1/22 TO 11/1/22
SUBJECT TO FINAL READING.

NO ARREARS

POSTING DATE: 1/26/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689
WATER/SEWER 315-339-7680

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 338 JANE ST

Title Number: LANDUS NYFA22-6617/C

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 330 Vacant Land Located in
Commercial Areas

District: **Acreage:** 1.50
Section: 242.073 **Account#:**
Block: 0002 **Land AV:** \$18,900
Lot: 072 **Total AV:** \$18,900

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$193.16 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$655.95
1ST PMT \$327.97 DUE 10/1/22-PAID
2ND PMT \$327.98 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$381.71
1ST PMT \$190.85 DUE 4/1/22-PAID
2ND PMT \$190.86 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: JANE ST

Title Number: LANDUS NYFA22-6617/D

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District: **Acreage:** .39
Section: 242.073 **Account#:**
Block: 0002 **Land AV:** \$5,200
Lot: 073 **Total AV:** \$5,200

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$53.14 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$180.48
1ST PMT \$90.24 DUE 10/1/22-PAID
2ND PMT \$90.24 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$105.02
1ST PMT \$52.51 DUE 4/1/22-PAID
2ND PMT \$52.51 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured about. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 331 JANE ST

Title Number: LANDUS NYFA22-6617/F

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District: **Acreage:** .04
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$1,000
Lot: 002 **Total AV:** \$1,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/10/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 329 JANE ST

Title Number: LANDUS NYFA22-6617/L

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District: **Acreage:** .05
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$1,000
Lot: 003 **Total AV:** \$1,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/10/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 327 JANE ST

Title Number: LANDUS NYFA22-6617/H

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District: **Acreage:** .06
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$1,000
Lot: 004 **Total AV:** \$1,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/10/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 325 JANE ST

Title Number: LANDUS NYFA22-6617/I

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District:
Section: 242.082
Block: 0001
Lot: 005

Acreage: .07
Account#:
Land AV: \$1,000
Total AV: \$1,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/10/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 323 JANE ST

Title Number: LANDUS NYFA22-6617/J

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME
District: **Acreage:** .07
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$1,000
Lot: 006 **Total AV:** \$1,000
NON-EXEMPT

Tax Class: 311 Residential Vacant Land

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/10/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 321 JANE ST

Title Number: LANDUS NYFA22-6617/K

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District: **Acreage:** .08
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$1,000
Lot: 007 **Total AV:** \$1,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/10/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5750
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

00020.00

MUNICIPAL DATA SERVICES, INC.





MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 319 JANE ST

Title Number: LANDUS NYFA22-6617/G

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District:
Section: 242.082
Block: 0001
Lot: 008

Acreage: .09
Account#:
Land AV: \$1,000
Total AV: \$1,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5070
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 317 JANE ST

Title Number: LANDUS NYFA22-6617/M

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME

Tax Class: 311 Residential Vacant Land

District: **Acreage:** .10
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$1,000
Lot: 009 **Total AV:** \$1,000

NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5070
CITY/SCHOOL 315-339-7689

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida
Swis Code: 301300
Town/City: City of Rome
Address: 315 JANE ST

Title Number: LANDUS NYFA22-6617/N

Area: City of Rome City
Owner: HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME
District: **Acreage:** .10
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$1,000
Lot: 010 **Total AV:** \$1,000
NON-EXEMPT

Tax Class: 311 Residential Vacant Land

2022 COUNTY TAX (1/1-12/31)
TOTAL \$10.22 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$34.71
1ST PMT \$17.35 DUE 10/1/22-PAID
2ND PMT \$17.36 DUE 4/1/23-OPEN

2022/2023 CITY TAX (1/1-12/31)
TOTAL \$20.19
1ST PMT \$10.09 DUE 4/1/22-PAID
2ND PMT \$10.10 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5070
CITY/SCHOOL 315-339-7689

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Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Oneida **Title Number:** LANDUS NYFA22-6617/O
Swis Code: 301300
Town/City: City of Rome **Area:** City of Rome City
Address: 309-11 JANE ST **Owner:** HUMAN TECHNOLOGIES
PROPERTIES

School Dist: ROME **Tax Class:** 311 Residential Vacant Land
District: **Acreage:** .27
Section: 242.082 **Account#:**
Block: 0001 **Land AV:** \$4,000
Lot: 011 **Total AV:** \$4,000
NON-EXEMPT

2022 COUNTY TAX (1/1-12/31)
TOTAL \$40.88 DUE 2/1/22-PAID

2022/2023 SCHOOL TAX (7/1-6/30)
TOTAL \$138.83
1ST PMT \$69.41 DUE 10/1/22-PAID
2ND PMT \$69.42 DUE 4/1/23-OPEN

2022 CITY TAX (1/1-12/31)
TOTAL \$80.79
1ST PMT \$40.39 DUE 4/1/22-PAID
2ND PMT \$40.40 DUE 10/1/22-PAID

WATER VACANT LAND

NO ARREARS

POSTING DATE: 1/3/23
SUBJECT TO CONTINUATION

COUNTY 315-798-5780
CITY/SCHOOL 315-339-7689

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

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MUNICIPAL DATA SERVICES, INC.



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Jeffrey M. Lanigan
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

April 3rd, 2024

Arianna Wendt
Pennrose NY, LLC
45 Main Street, Suite 539
Brooklyn, NY 11201

Dear Ms. Wendt:

At the regular meeting of the Rome Planning Board held on April 2nd, 2023, the proposed site plan for your project located on tax parcels between Savoy Avenue, Washburn Boulevard, and Baptiste Avenue was conditionally approved. A copy of the official Record of Decision is enclosed.

The following condition(s) were attached to site plan approval:

- Completion of an administrative subdivision to consolidate parcels as required by the proposed plan
- Receipt of a No-Impact letter from SHPO
- Coordination with RFD regarding final number and placement of hydrants and access lanes

Once you have completed the above items, your next step is to submit one digital copy and one full-sized hard copy (for stamping), of all final project drawings to the Department of Community and Economic Development, including a cover sheet titled "Final Site Plan - Revised". The cover sheet should list all included drawings, their sheet number, and their date of final revision. Please note that the stamped hard copy will be retained on file with the City of Rome, you may submit additional hard copies for stamping if you want them for your records.

Sincerely,

Garret S. Wyckoff
Planner

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



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
 www.RomeNewYork.com

RECEIVED
 2024 APR -3 AM 9:03
 CITY CLERK'S OFFICE
 ROME, NY

RECORD OF DECISION

At a meeting held April 2nd, 2024, *The City of Rome Planning Board* rendered a decision on an application before it for:

Site Plan Review Preliminary Plat Review Final Plat Review Recommendation

At:

Property Address: Between Savoy Ave, Washburn Blvd, and Baptiste Ave **County Tax ID# :** Multiple, See Project Narrative

On a Motion by: Esposito Calandra Fumarola Smith Gonzalez

Seconded by: Esposito Calandra Fumarola Smith Gonzalez

After a Vote of:

AYES: Esposito Calandra Fumarola Smith Gonzalez

NAYS: Esposito Calandra Fumarola Smith Gonzalez

ABSENTIONS: Esposito Calandra Fumarola Smith Gonzalez

NOT PRESENT: Esposito Calandra Fumarola Smith Gonzalez

Approval is hereby:

Granted Denied **Granted with Conditions**

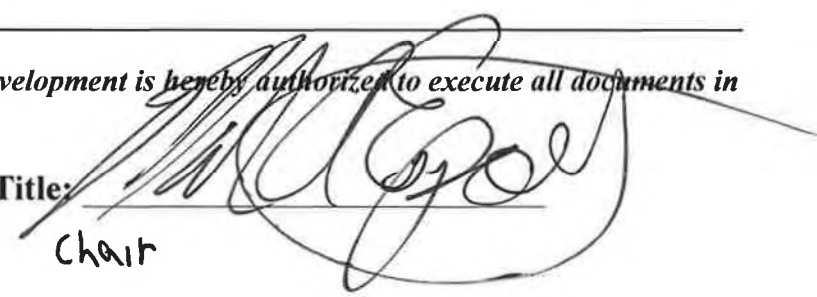
Applicable Conditions (attach additional sheets if necessary):

completion of Administrative Subdivision
Letter of No-Impact - SHPA
Coordination with RFD regarding final placement and number of hydrants and access

The Department of Community and Economic Development is hereby authorized to execute all documents in accordance with this decision.

Signed: Mark Esposito

Title: Chair



Date: 04 / 02 / 2023

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: Copper Village		
Project Location (describe, and attach a general location map): Adjacent to James Street, Savoy Ave, Baptiste Ave, and Jane Street		
Brief Description of Proposed Action (include purpose or need): The project site consists of twenty (20) parcels identified as Section 242.018-1-46, 242.073-1-19, 242.073-1-20, 242.073-1-21, 242.073-2-72, 242.073-2-73, 242.082-1-1, to 242.082-1-11, & 242.082-1-19 to 242.082-1-21-. The combination of these parcels contains approximately 10.7 acres. The development will include approximately 250 affordable units ranging from 1- to 3-bedrooms, commercial retail space (10,000 sf); community facility (4,000 sf); a daycare facility (4,000 sf); and associated infrastructure including, access drives, parking lots, water supply, sanitary sewer and stormwater management. Residential amenity spaces will include a community room, fitness center, outdoor courtyards and a playground, as well as on-site parking and bicycle storage. Each building will have a welcoming lobby, mail room and package center. A centralized management suite and social services center is on site. The proposed project will be serviced by public water and public sanitary sewer. Stormwater is proposed to be mitigated on site.		
Name of Applicant/Sponsor: Pennrose NY, LLC	Telephone: 347-323-3245	E-Mail: dsalmons@pennrose.com
Address: 45 Main Street, Suite 539		
City/PO: Brooklyn	State: NY	Zip Code: 11201
Project Contact (if not same as sponsor; give name and title/role): Arianna Wendt, Associate Developer, Pennrose NY, LLC	Telephone: 917.765.4952	E-Mail: awendt@pennrose.com
Address: 45 Main Street, Suite 539		
City/PO: Brooklyn	State: NY	Zip Code: 11201
Property Owner (if not same as sponsor): Separate Sheet Attached	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Rome - SEQR	Spring 2024
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City of Rome Water District, City of Rome Sewer District	Spring 2024
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSHCR SHOP, NYSHCR FHTF, NYSHCR CEI, NYSHCR CIF, NYS HHAP, NYSDEC SPDES	Spring 2024
h. Federal agencies <input type="checkbox"/> Yes <input checked="" 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? YesNo

- **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? YesNo

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? YesNo

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?) YesNo

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? YesNo

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Waterfront District - Canal

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Rome City School District

b. What police or other public protection forces serve the project site?
City of Rome Police Department

c. Which fire protection and emergency medical services serve the project site?
City of Rome Fire Department

d. What parks serve the project site?
Gryziec Field, Moresby Park, Bellamy Harbor Park

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)? Residential and Commercial

b. a. Total acreage of the site of the proposed action? _____ 10.7 acres
b. Total acreage to be physically disturbed? _____ 10.1 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.61 acres Tax I.D. = 242.082-1-11, 242.082-1-18-19,to 242082-1-18 -21

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? Will include consolidation of lots 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? _____ 7 _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ 0.3 acres _____ Maximum _____ 3.48 acres _____

e. Will the proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____ 2 _____
- Anticipated commencement date of phase 1 (including demolition) _____ 3 month _____ 2025 year
- Anticipated completion date of final phase _____ 11 month _____ 2026 year

Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Phase 1 will include the western portion of the site. It is anticipated that phase 2 (eastern portion) will commence approximately 3-6 months after Phase 1.

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	74	_____	_____	_____
At completion of all phases	176	_____	_____	_____

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

i. Total number of structures _____ 2 Mixed Use Buildings
 ii. Dimensions (in feet) of largest proposed structure: _____ 51' height; _____ 71 width; and _____ 80 length
 iii. Approximate extent of building space to be heated or cooled: _____ 12,000 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: Stormwater Management Areas
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify:
Stormwater Runoff
 iii. If other than water, identify the type of impounded/contained liquids and their source.

 iv. Approximate size of the proposed impoundment. Volume: _____ TBD million gallons; surface area: _____ TBD acres
 v. Dimensions of the proposed dam or impounding structure: _____ TBD height; _____ TBD length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
 TBD _____

D.2. Project Operations

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

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

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

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

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

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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: _____ 45,340 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: City of Rome Water District
- 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: _____
Existing lines in this area will need to be extended to service the proposed project
- Source(s) of supply for the district: Lake Tagasoke

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: _____ 45,340 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): _____
Typical sanitary wastewater flows

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

- Name of wastewater treatment plant to be used: City of Rome Wastewater Treatment Plant
- Name of district: City of Rome Sewer 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: _____
 Existing lines in this area will need to be extended to service the proposed project _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

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

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

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 9.03 acres (impervious surface)
 _____ Square feet or 10.7 acres (parcel size)
 ii. Describe types of new point sources. Point source proposed from stormwater management area

 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)?
Stormwater collected and treated in on-site stormwater management area. Mitigated stormwater runoff to be directed to the Pools Brook.

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

 • 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 Hydroflouorocarbons (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): _____
1 semi-trailer per week

iii. Parking spaces: Existing 0 Proposed 368 Net increase/decrease +368

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:
Modification to Savoy Avenue (private), Washburn Boulevard (private), and Baptiste Avenue (public)

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

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

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

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

If Yes:

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

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

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: <u>7 AM - 5 PM</u> • Saturday: <u>-</u> • Sunday: <u>-</u> • Holidays: <u>-</u> 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>24/7</u> • Saturday: <u>24/7</u> • Sunday: <u>24/7</u> • Holidays: <u>24/7</u>
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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:
 Construction activity 7 AM to 5 PM _____

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:
 Typical Mixed-Use Lighting _____

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 : _____ 0.05 tons per _____ day (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): _____

ii. If mix of uses, generally describe:

Site is surrounded by suburban residential on three sides and the Erie Canal to the south

b. Land uses and covertypes on the project site.

Land use or Coverture	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.73	6.74	+5.01
• Forested	3.04	0.00	-3.04
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	5.93	3.36	-2.57
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.0	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.00	0.00	0.00
• Wetlands (freshwater or tidal)	0.00	0.00	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• 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:
Central New York Developmental Disabilities Service Satellite Office

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:
Former bulk fuel storage and distribution (1947-1990)

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): 8906561
 Yes – Environmental Site Remediation database Provide DEC ID number(s): E633063
 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): C633090, E633063, 633043
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
Site is currently vacant, with no structures.

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? _____ > 7 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:

Canandaigua silt loam	57.9 %
Udorthents, smoothed	11.9 %
Wayland soils complex	2.5 %

d. What is the average depth to the water table on the project site? Average: 1.2 feet

e. Drainage status of project site soils: Well Drained: 0 % of site
 Moderately Well Drained: 11.9 % of site
 Poorly Drained: 88.1 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: 0 % of site
 15% or greater: 0 % 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 _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters Approximate Size _____
- 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:		
Prothonotary Warbler	Midland Clubtail	Northern Ground Cedar
Pine Barrens Zanclognatha	Cream-colored Avens	Pitch Pine-Heath Barrens
Thaxter's Pinion Moth	Creeping Sedge	Red Pondweed
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____		
ii. Source(s) of description or evaluation: _____		
iii. Extent of community/habitat:		
• Currently: _____ acres		
• Following completion of project as proposed: _____ acres		
• Gain or loss (indicate + or -): _____ acres		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes:		
i. Species and listing (endangered or threatened): _____		
Bald Eagle		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Species and listing: _____		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, give a brief description of how the proposed action may affect that use: _____		

E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, provide county plus district name/number: _____		
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. If Yes: acreage(s) on project site? _____		
ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:		
i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature		
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____		

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

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No
 If Yes:
i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
ii. Name: New York State Barge Canal Historic District
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: James Street Overlook
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Highway Overlook
iii. Distance between project and resource: _____ 0.1 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 Penrose NY, LLC / Copper Village LLC Date 3/21/2024

Signature  Title Dylan Salmons, Regional Vice President



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.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C633090, E633063, 633043
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
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]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Bald Eagle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	New York State Barge Canal Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
		☐ NO	☑ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
----------------------------------	-------------------------------------	--------------------------

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, <u>is</u> the dam [has failed to meet one or more safety criteria on its most recent inspection] <u>in need of repair or</u>	E1e	<input type="checkbox"/>	<input type="checkbox"/>

upgrade?			
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

6. Impacts on Air

The proposed action may include a state regulated air emission source.
(See Part 1. D.2.f., D,2,h, D.2.g)
If "Yes", answer questions a - f. If "No", move on to Section 7.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) <u>Q</u> iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of [hydrochlorofluorocarbons (HCFCs)] <u>hydrochloroflouorocarbons (HFCs) emissions</u> vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	[D2f,] D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any [two or more] of the thresholds in "a" through "c", above.	[D1g, D2k] <u>D2g</u>	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)
If "Yes", answer questions a - j. If "No", move on to Section 8.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

the Federal government.			
e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a.	Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.	The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d.	The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e.	The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f.	There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g.	Other impacts: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a.	The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c.	The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Yes”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - g. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[f] e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[g] f. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement[,] or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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.

The proposed project is substantially consistent with the City of Rome Waterfront Village Plan prepared in 2018. As part of Planning efforts for that document, the potential environmental impact of a project very similar to what is proposed was analyzed and no significant adverse effects were identified. Given the close alignment of the proposed project with the prepared plan, the site context, and the applicant's continued coordination with all relevant permitting agencies, the City of Rome Planning Board finds that the proposed Copper Village project will not result in a significant adverse environmental impact.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status:

Type 1

Unlisted

Identify portions of EAF completed for this Project: Part 1

Part 2

Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

City of Rome Waterfront Village Plan, submitted site plans, submitted supporting documentation for Site Plan approval.

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

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

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

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


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

Name of Action: Site Plan Approval

Name of Lead Agency: City of Rome Planning Board

Name of Responsible Officer in Lead Agency: Mark Esposito

Title of Responsible Officer: Chair

Signature of Responsible Officer in Lead Agency: 
Mark Esposito (Apr 10, 2024 10:52 EDT)

Date: 4/4/2024

Signature of Preparer (if different from Responsible Officer) 

Date: 4/4/2024

For Further Information:

Contact Person: Garret S. Wyckoff, Planner, City of Rome

Address: 198 N. Washington St, Rome, NY 13440

Telephone Number: (315) 338-0111

E-mail: Gwyckoff@RomeCityGov.com

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>









Copper Village_EAF Part 3 For Signature

Final Audit Report

2024-04-10

Created:	2024-04-04
By:	Garret Wyckoff (GWyckoff@romecitygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMWz-QqLLoNztWeGELxF9Yz861Wi5v9Mq

"Copper Village_EAF Part 3 For Signature" History

-  Document created by Garret Wyckoff (GWyckoff@romecitygov.com)
2024-04-04 - 3:15:59 PM GMT
-  Document emailed to Mark Esposito (esposito007@gmail.com) for signature
2024-04-04 - 3:16:02 PM GMT
-  Document emailed to Garret Wyckoff (GWyckoff@romecitygov.com) for signature
2024-04-04 - 3:16:02 PM GMT
-  Email viewed by Garret Wyckoff (GWyckoff@romecitygov.com)
2024-04-04 - 3:17:25 PM GMT
-  Document e-signed by Garret Wyckoff (GWyckoff@romecitygov.com)
Signature Date: 2024-04-04 - 3:17:41 PM GMT - Time Source: server
-  Email viewed by Mark Esposito (esposito007@gmail.com)
2024-04-10 - 2:52:37 PM GMT
-  Document e-signed by Mark Esposito (esposito007@gmail.com)
Signature Date: 2024-04-10 - 2:52:50 PM GMT - Time Source: server
-  Agreement completed.
2024-04-10 - 2:52:50 PM GMT



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner *Pro Tempore*

July 2, 2024

Sean Farrell
Senior Project Manager
LaBella Associates
4 British American Boulevard
Latham, NY 12110

Re: HCR/HFA
Copper Village
City of Rome, Oneida County, NY
24PR02774

Dear Sean Farrell:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the submitted materials in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include other environmental impacts to New York State Parkland that may be involved in or near your project.

We have reviewed the Overall Site Plan (Drawing C130, dated 6/28/2024). The SHPO has also reviewed the archaeological avoidance plan dated 6/26/2024, and we concur with the proposed avoidance plan.

It is the SHPO's opinion that the project will result in No Adverse Effect to properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places, with the condition that the archaeological avoidance plan is implemented.

If further correspondence is required regarding this project, please refer to the SHPO Project Review (PR) number noted above. If you have any questions, please contact me via email.

Sincerely,

Tim Lloyd, Ph.D.
Scientist - Archaeology
timothy.lloyd@parks.ny.gov

via e-mail only

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement"), made as of July 1, 2024 ("Effective Date"), by and between

HUMAN TECHNOLOGIES PROPERTIES CORPORATION, a New York not-for-profit corporation, having an address of 2260 Dwyer Avenue, Utica, New York 13501 ("Seller"); and

2024 COPPER VILLAGE 4% LLC, a New York limited liability company, having an address of c/o Pennrose, LLC, 45 Main Street, Suite 539, Brooklyn, New York 11201 ("Buyer").

WITNESSETH:

WHEREAS, Seller owns the Property, as defined below;

WHEREAS, Seller and Buyer previously entered into that certain Purchase Agreement dated as of March 21, 2023 (the "Original Agreement"), whereby Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller certain real property located in the City of Rome, New York, including the Property, as defined herein;

WHEREAS, Seller and Buyer have terminated the Original Agreement and desire to enter into this Agreement, whereby Seller agrees to sell the Property to Buyer and Buyer agrees to acquire the Property from Seller upon the satisfaction of certain conditions, all as more particularly described below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties agree as follows:

1. The parties ratify the termination of the Original Agreement and acknowledge that they have no further rights or obligations with respect to the Original Agreement.
2. PURCHASE AND SALE OF PROPERTY. The real property owned by Seller, located as follows:
 - (i) A portion of 102 Baptiste Avenue (tax map no. 242.073-0001-020)
 - (ii) A portion of Baptiste Avenue (tax map no. 242.073-0001-019)
 - (iii) A portion of Baptiste Avenue (tax map no. 242.073-0001-013)
 - (iv) Baptiste Avenue (tax map no. 242-073-0001-021)
 - (v) 309-11 Jane Street (tax map no. 242.082-0001-011)
 - (vi) 315 Jane Street (tax map no. 242.082-0001-010)
 - (vii) 317 Jane Street (tax map no. 242.082-0001-009)
 - (viii) 319 Jane Street (tax map no. 242.082-0001-008)
 - (ix) 321 Jane Street (tax map no. 242.082-0001-007)
 - (x) 323 Jane Street (tax map no. 242.082-0001-006)
 - (xi) 325 Jane Street (tax map no. 242.082-0001-005)
 - (xii) 327 Jane Street (tax map no. 242.082-0001-004)
 - (xiii) 329 Jane Street (tax map no. 242.082-0001-003)
 - (xiv) 331 Jane Street (tax map no. 242.082-0001-002)

- (xv) 333 Jane Street (tax map no. 242.082-0001-001)
- (xvi) 338 Jane Street (tax map no. 242.073-0002-072)
- (xvii) Jane Street (tax map no. 242.073-0002-073)
- (xviii) 108 Luquer Street (tax map no. 242.082-0001-021)
- (xix) 110 Luquer Street (tax map no. 242.082-0001-020)
- (xx) 112-14 Luquer Street (tax map no. 242.082-0001-019)

in the City of Rome, Oneida County, State of New York, more particularly depicted and outlined in red on Exhibit A, attached hereto and showing Buyer's proposed subdivision of the lots and identified as the 4% deal, together and including all buildings and other improvements thereon, and all rights in and to any and all streets, roads, highways, alleys, driveways, easements and rights-of-way appurtenant thereto (the foregoing are hereafter collectively referred to as the "Property"). Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller all of Seller's right, title and interest in and to the Property as fee title owner in accordance with the terms hereof. Buyer agrees to accept title to the Property free and clear of all liens and encumbrances except for water lines, sanitary sewer, drainage, gas lines and mains, electrical, telephone easements and other easements of record provided that, no building or other improvements, including project signage, are located over any area covered by such easement or are adversely affected by such easement ("Permitted Exceptions").

3. PRICE AND MANNER OF PAYMENT. The purchase price for the Property shall be Six Hundred Ninety-One Thousand Six Hundred and 00/100 Dollars (\$691,600.00) ("Purchase Price") and shall be paid at the time of Closing by check or wire transfer or pursuant to a promissory note by the Buyer to the Seller.
4. CLOSING DATE. The closing for the Property shall occur within nine months of satisfying the Conditions to Close (as defined herein), or at such other time as may be agreed to by the parties (the "Closing" or "Closing Date"), by mail, or at such time and place as may be mutually agreed upon.
5. ADJUSTMENTS AT CLOSING. Current fiscal year real estate taxes, utilities, water and sewer charges and other standard adjustments shall be made and prorated between the parties as of the Closing Date. All other public or governmental charges of every nature and every kind levied against the Property which are or may be payable on an annual basis (including, but not limited to, benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements) shall be adjusted and apportioned as of the date of Closing and assumed and paid thereafter by Buyer.
6. COSTS. At Closing, Seller shall be responsible for the cost of: (i) the preparation of the deed; (ii) applicable transfer taxes of any kind, regardless of custom, including, if applicable, agricultural rollback taxes and so-called "mansion" taxes; (iii) any fees payable to Seller's counsel; (iv) releasing any liens to which Seller is a party; and (v) any of Seller's prorations as described herein. Buyer shall be responsible for all other closing costs and expenses not payable by Seller in accordance with this Agreement.
7. TITLE, SURVEY, ENVIRONMENTAL STUDIES AND OTHER REPORTS. Within ten (10) business days after the execution of this Agreement by both parties, Seller shall deliver to Buyer a copy of: (i) the most recent title policy relating to the Property; (ii) the recorded subdivision plat, if any, and all surveys in Seller's possession; and (iii) any environmental reports relating to the Property.

8. INSPECTION.

- A. Seller agrees that Buyer and its authorized representatives shall have the right and privilege to enter upon the Property for the purpose of gathering such information and conducting such environmental and engineering studies or other tests and reviews as Buyer may deem appropriate and necessary. All such inspections, studies, tests and reviews shall be at Buyer's sole expense. Seller agrees to cooperate with Buyer by making available to Buyer such records, plans, drawings or other data as may be in Seller's possession or control relating to the Property.
- B. It is agreed by Buyer that all such tests and studies shall be conducted in a reasonable manner so as not to interfere with or disrupt Seller's possession and quiet enjoyment of the Property. Buyer's entry onto the Property shall be conducted in all cases, subject to and in accordance with all laws, statutes, governmental rules and/or regulations. Upon the completion of any tests and studies performed hereunder, Buyer shall return the Property to substantially the same condition as it was in prior to the performance of such tests and studies. Buyer hereby agrees to indemnify and hold Seller harmless from any and all liabilities, judgments, liens, costs, expenses and/or charges of every nature and every kind (including reasonable attorneys' fees) which may arise directly from the activities of Buyer as described in this paragraph.

9. TITLE OBJECTIONS.

- A. Title to the Property shall be fee simple, good and marketable, free and clear of all liens, leases, and encumbrances, except for (i) the Permitted Exceptions and (ii) defects in title waived by Buyer under the provisions of this paragraph.
- B. Within ten (10) business days after the date of this Agreement, Seller shall deliver to Buyer any title abstract and/or report it may have in its possession. Buyer shall order a title commitment (the "Title Commitment") from a nationally recognized title insurer (the "Title Company").
- C. Within ten (10) business days after Buyer's receipt of the Title Commitment, Buyer shall deliver to Seller a statement (a "Statement of Title Defects") of defects, encumbrances or objections to title or survey matters ("Title Defects"). Upon receipt of Buyer's Statement of Title Defects, Seller shall have five (5) business days to determine whether it wishes to attempt to cure any matters shown on such statement. If Seller is unable or unwilling to cure or attempt to cure any such matters, Seller shall give notice to Buyer within such five (5) business day period. If Seller does not agree to attempt such cure, Buyer may terminate this Agreement as of the later of the end of the Due Diligence Period or ten (10) business days after the expiration of the foregoing five (5) business day period.
- D. In the event additional Title Defects arise after the time periods set forth in the immediately preceding paragraph, Buyer shall provide notice to Seller and Seller and Buyer shall have the same opportunity to cure or terminate as set forth in the preceding paragraph.
- E. In the event Seller elects to cure such Title Defects and fails to do so on or

before Closing, such failure to cure shall be deemed a default hereunder. Seller shall be required to convey the Property to Buyer at Closing subject only to those title exceptions acceptable to Buyer or which have been created subsequent to the date of this Agreement with the written consent of Buyer. Seller shall be obligated to satisfy any judgments, liens or mortgages affecting the Property on or before Closing without Buyer having to provide formal notice of such Title Defects.

10. CLOSING DOCUMENTS. At the time of Closing, Seller shall deliver to Buyer:
- A. A bargain and sale deed, with covenants as to grantor's acts conveying fee title in the Property to Buyer in accordance with paragraph 9 above;
 - B. An Affidavit of Title in form acceptable to Buyer's title insurer;
 - C. An Affidavit stating that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445;
 - D. Such resolutions, authorizations, consents, and incumbency certificates as shall be requested by Buyer's title insurer in order to evidence Seller's right, power and authority to consummate the Closing under this Agreement, and the authority of those acting on behalf of, or signing documents on behalf of, Seller in connection with this transaction; and
 - E. Complete and legible copies of all surveys, site plans, topographical and other maps, engineering data and reports, soil reports, environmental audits, and any other reports or information, if any, concerning the Property made or prepared for Seller and in Seller's possession or control.
11. CONDITIONS TO CLOSING. The following shall be conditions of Buyer's obligation to close the transactions contemplated by this Agreement (collectively, the "Conditions to Close"). Buyer may waive any of these Conditions to Close at any time, at Buyer's sole discretion. Time is of the essence.
- A. Buyer shall have one hundred twenty (120) business days following the Effective Date (the "Due Diligence Period") within which to review and inspect the Property and (including, but not limited to, performing engineering and Phase I environmental studies) and such other matters as Buyer shall deem reasonably necessary or appropriate in connection with the Property. If Buyer determines that it does not wish to purchase the Property for any reason during the Due Diligence Period and notifies Seller of such decision within the Due Diligence Period, this Agreement shall be null and void, and neither party shall have any further rights or obligations under this Agreement, except for those that expressly survive termination.
 - B. Buyer shall have obtained all necessary governmental approvals needed to acquire, develop and operate the completed development of the Property as contemplated by the Buyer with associated amenities, including but not limited to, site plan approval, environmental approvals, confirmation of the availability of utility services, public works and utility agreements, lot subdivision and consolidation (collectively, the "Governmental Approvals"). Seller agrees that it shall cooperate with Buyer and assist Buyer in obtaining the Governmental

Approvals. The parties acknowledge that the failure of the Seller to cooperate may materially adversely affect Buyer's ability to develop the Property. If at any time during the term of this Agreement, Buyer determines that it cannot feasibly obtain the Governmental Approvals, Buyer shall promptly notify Seller in which event this Agreement shall be null and void, and neither party shall have any further rights or obligations under this Agreement, except for those that expressly survive termination.

- C. Buyer shall have obtained financing and investor equity commitments, including but not limited to low income housing tax credit allocations, a HHAP award and an ESSHI award, which are sufficient in the reasonable judgment of Buyer to acquire and develop the Property as contemplated by the Buyer (collectively, the "Financing Commitments"). If at any time during the term of this Agreement, Buyer determines that it cannot feasibly obtain the tax credit allocation or all of the financing and investor equity commitments needed to complete the development and to operate the completed development of the Property, Buyer shall promptly notify Seller in which event this Agreement shall be null and void, and neither party shall have any further rights or obligations under this Agreement, except for those that expressly survive termination.
 - D. Seller shall, as of the Closing Date, terminate all management agreements and employment contracts, if any, relating to the Property at no cost to Buyer.
 - E. Seller shall, as of the Closing Date, at Seller's expense, deliver the Property vacant and in accordance with all applicable New York State and federal laws.
 - F. If applicable, Seller shall have obtained, in accordance with the Not-for-Profit Corporation Law of the State of New York, an Attorney General waiver and/or Supreme Court approval to sell the Property to Buyer.
 - G. Buyer shall have received approval for property tax exemption and accompanying payment in lieu of tax agreement for the Property from the Oneida County Industrial Development Agency, acceptable to Buyer in its sole discretion.
 - H. The City of Rome shall transfer ownership of Louisa Avenue (as shown on Exhibit A) to Buyer for a nominal amount at the time of Closing.
 - I. Buyer shall have received acceptance of the Property into New York State Department of Environmental Conservation's Brownfield Cleanup Program.
12. POSSESSION. Buyer shall have possession and occupancy of the Property from and after delivery of the deed and disbursement of the Purchase Price. The Property shall be delivered vacant, free from all leases, tenancies and occupants.
13. BROKER'S COMMISSION. Buyer represents to Seller that it did not employ any broker in connection with this sale. Seller represents to Buyer that it did not employ any broker in connection with this transaction. Seller and Buyer each agree to indemnify the other for any and all claims and expenses, including legal fees, if any other fees or commission is determined to be due by reason of the employment of any other broker by the indemnifying party.

14. DEFAULT; LIQUIDATED DAMAGES. If all conditions and other events precedent to Seller's obligations to consummate the transactions contemplated by this Agreement have been satisfied or waived, and Seller fails, refuses or is unable to consummate the purchase and sale contemplated by this Agreement, then Buyer shall have the right to: (i) bring suit for specific performance, or (ii) terminate this Agreement, receive reimbursement for all of Buyer's out of pocket expenses related to the Property, at which time the parties shall be relieved of any further obligation or liability hereunder.
15. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as of the date hereof, throughout the term of this Agreement and as of Closing, that:
- A. Seller is the sole owner, in fee simple, of the Property.
 - B. Seller is and will be as of the date of Closing duly organized, validly existing and in good standing under the laws of the State of New York and has all the requisite power and authority to enter into and carry out this Agreement according to its terms.
 - C. This Agreement has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally. Until the Buyer receives written notice to the contrary, Buyer may rely on the authority of the Seller's signatory to take any action in connection with this Agreement on behalf of the Seller, including direction for the payment of the Purchase Price, and Buyer shall incur no liability as a result of such reliance.
 - D. There is no litigation, proceeding, investigation or condemnation action pending, or to the knowledge of Seller threatened, against or affecting Seller or the Property or that might affect or relate to the validity of this Agreement or any action taken or to be taken pursuant hereto, or that might have a material adverse effect on the business or operations of Seller. Seller knows of no reasonable grounds or any basis for any such action relative to Seller or the Property.
 - E. Neither the entry into this Agreement, nor the carrying out of the transactions contemplated herein has resulted in or will result in any violation of, or be in conflict with, or result in the creation of, any mortgage, lien, encumbrance or charge (other than those contemplated hereby) upon any of the properties or assets of Seller pursuant to, or constitute a default under, any agreement, or mortgage, indenture, contract, agreement, instrument, franchise, permit, judgment, decree, order, statute, rule or regulation applicable to Seller or the Property.
 - F. No consent or approval by, or authorization of, license, order, consent, or filing, registration or qualification with, any federal, state or local governmental authority, bureau, department or agency, or any corporation, person or other entity is required either for the execution, delivery or performance of this Agreement by Seller, or in connection with the consummation by Seller of the transactions contemplated by this Agreement, except for such consents, approvals, authorizations, filings, registrations or qualifications as have been

obtained by Seller as of the date hereof or will be obtained by Seller prior to Closing and disclosed and accepted by Buyer.

- G. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to Closing have been (or prior to Closing will be) paid in full, and on the Closing Date, there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Property.
- H. There is no violation of, and Seller has not received any notice of violation of, any applicable Environmental Laws (as defined herein). Seller has not, and to the best of Seller's knowledge, no other person, has used, generated, stored, dumped, released, buried, dispersed or emitted any Hazardous Substance (as defined herein) on the Property in violation of any Environmental Laws nor, to the best of Seller's knowledge, are there any underground tanks on the Property. "Environmental Laws" means all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, and orders with respect thereto. "Hazardous Substance" means, without limitation, any flammable, explosive or radioactive material, polychlorinated biphenyl, petroleum or petroleum product, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Appendix Sections 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), or any other Environmental Law and the regulations promulgated thereunder applicable on the Effective Date.
- I. There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property other than certain existing Mobile Home Park tenants and, as of Closing, there will be no parties in possession of any portion of the Property.

The representations and warranties of Seller contained in this Agreement or other instruments furnished to Buyer at or prior to Closing in connection with the transactions contemplated by Seller pursuant to this Agreement, to Seller's knowledge, (i) do not contain any untrue statements of a material fact and (ii) do not fail to state a material fact, which failure would make this Agreement misleading.

Seller acknowledges that each of the representations made by it in this paragraph and elsewhere in this Agreement is material to Buyer hereunder. Notwithstanding anything to the contrary herein, as to any representation or warranty set forth herein, Seller shall indemnify, defend and hold Buyer safe and harmless from and against any and all loss, damage, claim, counterclaim, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees suffered, paid or incurred by Buyer, directly or indirectly, by reason of Seller's breach of any warranty or obligation under this Agreement or if any representation of such Seller in this Agreement is wholly or partially untrue.

16. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as of the date hereof, throughout the term of this Agreement and as of the Closing:

- A. Buyer is and will be as of the date of Closing duly organized, validly existing and in good standing under the laws of the State of New York and has all the requisite power and authority to enter into and carry out this Agreement according to its terms.
- B. There is no litigation, proceeding or investigation pending, or to the knowledge of Buyer threatened against or affecting Buyer that might affect or relate to the validity of this Agreement or any action taken or to be taken pursuant hereto, or that might have a material adverse effect on the business or operations of Buyer.

The representations and warranties of Buyer contained in this Agreement or other instruments furnished to Seller at or prior to Closing in connection with the transactions contemplated by Buyer pursuant to this Agreement, to Buyer's actual knowledge, (i) do not contain any untrue statements of a material fact and (ii) do not fail to state a material fact, which failure would make this Agreement misleading.

Buyer acknowledges that each of the representations made by it in this paragraph and elsewhere in this Agreement is material to Seller hereunder. Notwithstanding anything to the contrary herein, as to any representation or warranty set forth herein, Buyer shall indemnify, defend and hold Seller safe and harmless from and against any and all loss, damage, claim, counterclaim, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees suffered, paid or incurred by Seller, directly or indirectly, by reason of Buyer's breach of any warranty or obligation under this Agreement or if any representation of Buyer in this Agreement is wholly or partially untrue.

17. SELLER COVENANTS. Prior to the Closing Date and while this Agreement is in effect:

- A. Seller shall not alter the use of the Property as improved land, shall not store any equipment or other personal items on the Property, bring any Hazardous Substances onto the Property or enter into any options, deeds, easements, leases or other contract without the written consent of the Buyer.
- B. Seller owns contiguous parcels to the Property that Buyer intends to purchase. Buyer and Seller agree to work collaboratively in good faith to subdivide and consolidate the Property from the contiguous parcels. Buyer shall file an application for subdivision approval with the appropriate governmental agencies in the jurisdiction where the Property is located.
- C. If applicable, Seller agrees to diligently pursue the approval set forth in Section 11.F. of this Agreement, including submission of an application to the Attorney General and/or Supreme Court at least one hundred twenty (120) days prior to the Closing Date.

18. ASSIGNMENT. This Agreement, and all rights of Buyer hereunder, may be assigned by

Buyer without the consent of Seller to an affiliate or to an entity formed by Buyer for the sole purpose of owning the Property. Upon the assignment from Buyer to the affiliate or single asset entity, the affiliate or single asset entity shall assume all of the obligations and responsibilities of Buyer hereunder and Buyer shall be released by Seller from all obligations and responsibilities imposed by this Agreement. Any other assignment by Buyer shall require Seller's prior written consent.

19. NOTICE. All notices given pursuant to this Agreement shall be in writing and shall be effective only if delivered personally, or sent by registered or certified mail, postage prepaid, sent by a national overnight carrier, or by email, with confirmation, to the addresses set forth below:

Seller: Human Technologies Properties Corporation
2260 Dwyer Avenue
Utica, New York 13501
Attn: Timothy Giarrusso
Telephone Number: (315) 724-9891
Email: tgiarrusso@htcorp.net

Copy to: Saunders Kahler, LLP
185 Genesee Street, Suite 1400
Utica, New York 13501
Attn: Camille Tauroney Kahler, Esq.
Telephone Number: (315) 733-0419
Email: ckahler@saunderskahler.com

Buyer: c/o Pennrose, LLC
45 Main Street, Suite 539
Brooklyn, New York 11201
Attn: Dylan Salmons
Telephone Number: (267) 386-8643
Email: dsalmons@pennrose.com

Copy to: Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Steven J. Weiss, Esq.
Telephone Number: (716) 800-8734
Email: SWeiss@chwattys.com

20. APPLICABLE LAW. This Agreement shall be construed and governed in accordance with the laws of the State of New York without giving effect to conflicts of laws.
21. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties, and any and all prior understandings or agreements, whether written or oral, are hereby merged into this Agreement. This Agreement cannot be modified except by a written instrument signed by the parties hereto. No requirement, obligation, condition, remedy or provision of this Agreement shall be deemed to be waived unless expressly waived in writing.
22. RISK OF LOSS. The risk of loss or damage to all or part of the Property by fire or other casualty or by taking by eminent domain, until Closing, shall be assumed by Seller and

upon the happening of such event, Buyer shall have the election of terminating this Agreement without further liability hereunder, or of completing this purchase and receiving Seller's share of insurance monies, collectible for such loss or damage, or the award for such taking by eminent domain.

23. MISCELLANEOUS.

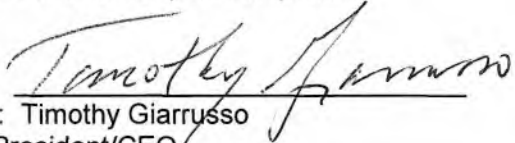
- A. Failure by Buyer or Seller to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof, except as provided for herein. Buyer and/or Seller may, at their sole discretion, waive any breach by the other of any of the other's representations, warranties and/or covenants hereunder, and Buyer may waive any failure of a condition precedent to Closing hereunder. All representations, statements, agreements, warranties, and covenants of Seller and Buyer set forth in or made pursuant to this Agreement shall be operative, true and correct, as set forth above, as of the date of Closing. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Agreement, and therefore, it is expressly agreed that in the case of any vagueness or ambiguity with regard to any provision of this Agreement, there shall be no presumption of construction against the drafter of such provision, but instead this Agreement shall be interpreted in accordance with a fair construction of the law.
- B. It is agreed that all representations, statements, agreements, warranties and covenants of each party hereunder shall continue to bind the parties and survive Closing pursuant to this Agreement; PROVIDED, HOWEVER, such representations, statements, agreements, warranties and covenants shall expire automatically without further action of the parties on the first anniversary of Closing unless a specific claim in writing with respect to these matters shall have been made, or an action at law or in equity shall have been commenced or filed before such date.
- C. This Agreement shall not be binding or effective until properly executed and delivered by Buyer and Seller. Once executed by both parties, this Agreement shall inure to the benefit of and constitute a binding obligation upon each of the parties hereto and their respective successors and assigns.
- D. If any provision hereof is adjudged to be illegal, invalid, or unenforceable, such provision shall be fully severable. This Agreement shall then be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.
- E. This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement, binding on the parties hereto upon delivery. Photocopies of signatures or digitally scanned signatures are acceptable to evidence a complete agreement.
- F. Seller acknowledges that it shall be responsible for reporting proceeds of the sale to taxing authorities, including submission of Form 1099S with the Internal Revenue Service, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the day and date first above written.

SELLER:

HUMAN TECHNOLOGIES PROPERTIES CORPORATION,

A New York not-for-profit corporation

By: 
Name: Timothy Giarrusso
Title: President/CEO

BUYER:

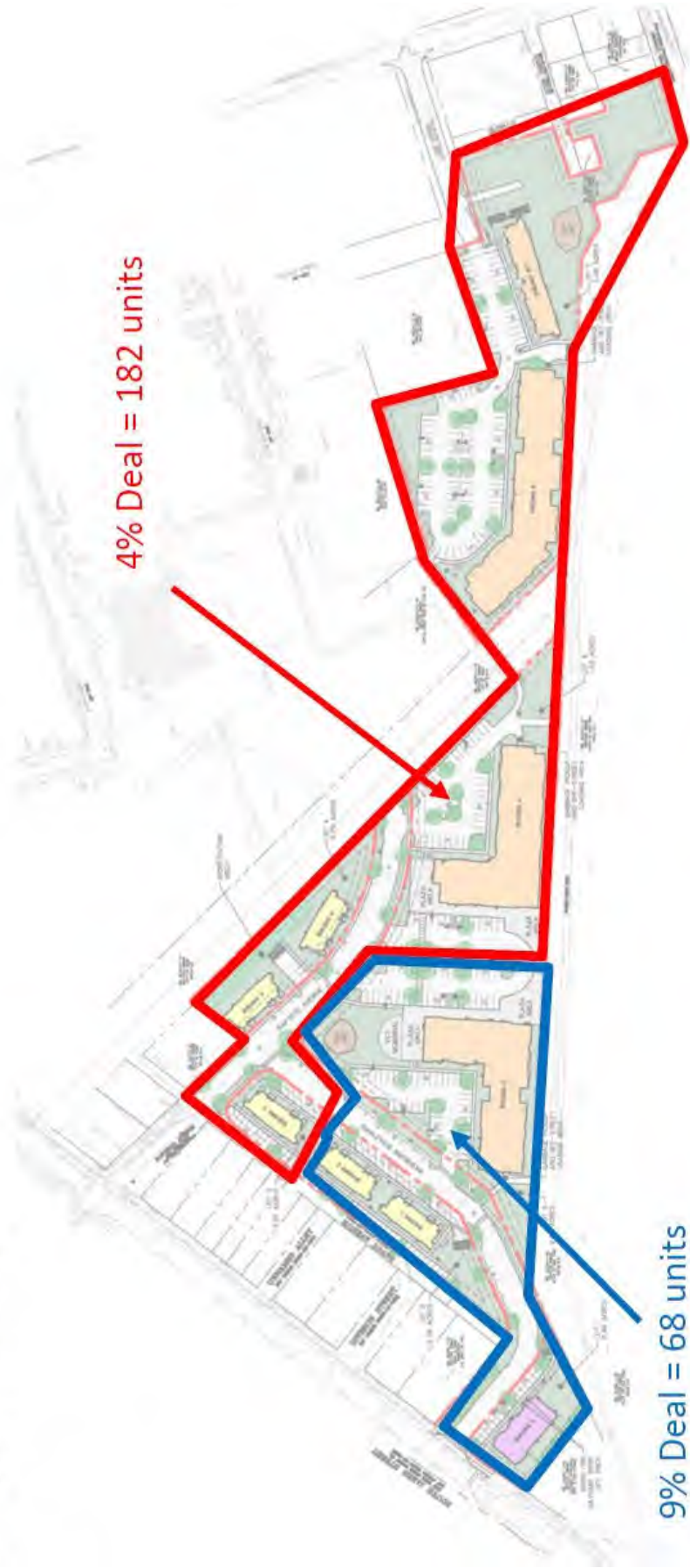
2024 COPPER VILLAGE 4% LLC,

A New York limited liability company

By: 
Name: Timothy I. Henkel
Title: Authorized Signatory

EXHIBIT A

Copper Village



9% Deal = 68 units

4% Deal = 182 units



PURCHASE AGREEMENT

This Purchase Agreement ("Agreement"), made as of July 1, 2024 ("Effective Date"), by and between

HUMAN TECHNOLOGIES PROPERTIES CORPORATION, a New York not-for-profit corporation, having an address of 2260 Dwyer Avenue, Utica, New York 13501 ("Seller"); and

2024 COPPER VILLAGE 9% LLC, a New York limited liability company, having an address of c/o Pennrose, LLC, 45 Main Street, Suite 539, Brooklyn, New York 11201 ("Buyer").

WITNESSETH:

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WHEREAS, Seller and Buyer previously entered into that certain Purchase Agreement dated as of March 21, 2023 (the "Original Agreement"), whereby Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller certain real property located in the City of Rome, New York, including the Property, as defined herein;

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2. PURCHASE AND SALE OF PROPERTY. The real property owned by Seller, located as follows:
 - (i) A portion of 102 Baptiste Avenue (tax map no. 242.073-0001-020)
 - (ii) A portion of Baptiste Avenue (tax map no. 242.073-0001-019)
 - (iii) A portion of Baptiste Avenue (tax map no. 242.073-0001-013)
 - (iv) 733-35 S James Street (tax map no. 242.018-0001-046)

in the City of Rome, Oneida County, State of New York, more particularly depicted and outlined in blue on Exhibit A, attached hereto and showing Buyer's proposed subdivision of the lots and identified as the 9% deal, together and including all buildings and other improvements thereon, and all rights in and to any and all streets, roads, highways, alleys, driveways, easements and rights-of-way appurtenant thereto (the foregoing are hereafter collectively referred to as the "Property"). Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller all of Seller's right, title and interest in and to the Property as fee title owner in accordance with the terms hereof. Buyer agrees to accept title to the Property free and clear of all liens and encumbrances except for water

lines, sanitary sewer, drainage, gas lines and mains, electrical, telephone easements and other easements of record provided that, no building or other improvements, including project signage, are located over any area covered by such easement or are adversely affected by such easement ("Permitted Exceptions").

3. PRICE AND MANNER OF PAYMENT. The purchase price for the Property shall be Two Hundred Fifty-Eight Thousand Four Hundred and 00/100 Dollars (\$258,400.00) ("Purchase Price") and shall be paid at the time of Closing by check or wire transfer or pursuant to a promissory note by the Buyer to the Seller.
4. CLOSING DATE. The closing for the Property shall occur within nine months of satisfying the Conditions to Close (as defined herein), or at such other time as may be agreed to by the parties (the "Closing" or "Closing Date"), by mail, or at such time and place as may be mutually agreed upon.
5. ADJUSTMENTS AT CLOSING. Current fiscal year real estate taxes, utilities, water and sewer charges and other standard adjustments shall be made and prorated between the parties as of the Closing Date. All other public or governmental charges of every nature and every kind levied against the Property which are or may be payable on an annual basis (including, but not limited to, benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements) shall be adjusted and apportioned as of the date of Closing and assumed and paid thereafter by Buyer.
6. COSTS. At Closing, Seller shall be responsible for the cost of: (i) the preparation of the deed; (ii) applicable transfer taxes of any kind, regardless of custom, including, if applicable, agricultural rollback taxes and so-called "mansion" taxes; (iii) any fees payable to Seller's counsel; (iv) releasing any liens to which Seller is a party; and (v) any of Seller's prorations as described herein. Buyer shall be responsible for all other closing costs and expenses not payable by Seller in accordance with this Agreement.
7. TITLE, SURVEY, ENVIRONMENTAL STUDIES AND OTHER REPORTS. Within ten (10) business days after the execution of this Agreement by both parties, Seller shall deliver to Buyer a copy of: (i) the most recent title policy relating to the Property; (ii) the recorded subdivision plat, if any, and all surveys in Seller's possession; and (iii) any environmental reports relating to the Property.
8. INSPECTION.
 - A. Seller agrees that Buyer and its authorized representatives shall have the right and privilege to enter upon the Property for the purpose of gathering such information and conducting such environmental and engineering studies or other tests and reviews as Buyer may deem appropriate and necessary. All such inspections, studies, tests and reviews shall be at Buyer's sole expense. Seller agrees to cooperate with Buyer by making available to Buyer such records, plans, drawings or other data as may be in Seller's possession or control relating to the Property.
 - B. It is agreed by Buyer that all such tests and studies shall be conducted in a reasonable manner so as not to interfere with or disrupt Seller's possession and quiet enjoyment of the Property. Buyer's entry onto the Property shall be conducted in all cases, subject to and in accordance with all laws, statutes, governmental rules and/or regulations. Upon the completion of any tests and

studies performed hereunder, Buyer shall return the Property to substantially the same condition as it was in prior to the performance of such tests and studies. Buyer hereby agrees to indemnify and hold Seller harmless from any and all liabilities, judgments, liens, costs, expenses and/or charges of every nature and every kind (including reasonable attorneys' fees) which may arise directly from the activities of Buyer as described in this paragraph.

9. TITLE OBJECTIONS.

- A. Title to the Property shall be fee simple, good and marketable, free and clear of all liens, leases, and encumbrances, except for (i) the Permitted Exceptions and (ii) defects in title waived by Buyer under the provisions of this paragraph.
- B. Within ten (10) business days after the date of this Agreement, Seller shall deliver to Buyer any title abstract and/or report it may have in its possession. Buyer shall order a title commitment (the "Title Commitment") from a nationally recognized title insurer (the "Title Company").
- C. Within ten (10) business days after Buyer's receipt of the Title Commitment, Buyer shall deliver to Seller a statement (a "Statement of Title Defects") of defects, encumbrances or objections to title or survey matters ("Title Defects"). Upon receipt of Buyer's Statement of Title Defects, Seller shall have five (5) business days to determine whether it wishes to attempt to cure any matters shown on such statement. If Seller is unable or unwilling to cure or attempt to cure any such matters, Seller shall give notice to Buyer within such five (5) business day period. If Seller does not agree to attempt such cure, Buyer may terminate this Agreement as of the later of the end of the Due Diligence Period or ten (10) business days after the expiration of the foregoing five (5) business day period.
- D. In the event additional Title Defects arise after the time periods set forth in the immediately preceding paragraph, Buyer shall provide notice to Seller and Seller and Buyer shall have the same opportunity to cure or terminate as set forth in the preceding paragraph.
- E. In the event Seller elects to cure such Title Defects and fails to do so on or before Closing, such failure to cure shall be deemed a default hereunder. Seller shall be required to convey the Property to Buyer at Closing subject only to those title exceptions acceptable to Buyer or which have been created subsequent to the date of this Agreement with the written consent of Buyer. Seller shall be obligated to satisfy any judgments, liens or mortgages affecting the Property on or before Closing without Buyer having to provide formal notice of such Title Defects.

10. CLOSING DOCUMENTS. At the time of Closing, Seller shall deliver to Buyer:

- A. A bargain and sale deed, with covenants as to grantor's acts conveying fee title in the Property to Buyer in accordance with paragraph 9 above;
- B. An Affidavit of Title in form acceptable to Buyer's title insurer;

- C. An Affidavit stating that Seller is not a “foreign person” within the meaning of Internal Revenue Code Section 1445;
 - D. Such resolutions, authorizations, consents, and incumbency certificates as shall be requested by Buyer’s title insurer in order to evidence Seller’s right, power and authority to consummate the Closing under this Agreement, and the authority of those acting on behalf of, or signing documents on behalf of, Seller in connection with this transaction; and
 - E. Complete and legible copies of all surveys, site plans, topographical and other maps, engineering data and reports, soil reports, environmental audits, and any other reports or information, if any, concerning the Property made or prepared for Seller and in Seller’s possession or control.
11. CONDITIONS TO CLOSING. The following shall be conditions of Buyer’s obligation to close the transactions contemplated by this Agreement (collectively, the “Conditions to Close”). Buyer may waive any of these Conditions to Close at any time, at Buyer’s sole discretion. Time is of the essence.
- A. Buyer shall have one hundred twenty (120) business days following the Effective Date (the “Due Diligence Period”) within which to review and inspect the Property and (including, but not limited to, performing engineering and Phase I environmental studies) and such other matters as Buyer shall deem reasonably necessary or appropriate in connection with the Property. If Buyer determines that it does not wish to purchase the Property for any reason during the Due Diligence Period and notifies Seller of such decision within the Due Diligence Period, this Agreement shall be null and void, and neither party shall have any further rights or obligations under this Agreement, except for those that expressly survive termination.
 - B. Buyer shall have obtained all necessary governmental approvals needed to acquire, develop and operate the completed development of the Property as contemplated by the Buyer with associated amenities, including but not limited to, site plan approval, environmental approvals, confirmation of the availability of utility services, public works and utility agreements, lot subdivision and consolidation and City acquisition of that portion of the Property, known as Baptiste Avenue and Washburn Boulevard (as depicted on Exhibit A) that will be dedicated for use as public right of ways (collectively, the “Governmental Approvals”). Seller agrees that it shall cooperate with Buyer and assist Buyer in obtaining the Governmental Approvals. The parties acknowledge that the failure of the Seller to cooperate may materially adversely affect Buyer’s ability to develop the Property. If at any time during the term of this Agreement, Buyer determines that it cannot feasibly obtain the Governmental Approvals, Buyer shall promptly notify Seller in which event this Agreement shall be null and void, and neither party shall have any further rights or obligations under this Agreement, except for those that expressly survive termination.
 - C. Buyer shall have obtained financing and investor equity commitments, including but not limited to low income housing tax credit allocations, a HHAP award and an ESSHI award, which are sufficient in the reasonable judgment of Buyer to acquire and develop the Property as contemplated by the Buyer (collectively, the “Financing Commitments”). If at any time during the term of this Agreement,

Buyer determines that it cannot feasibly obtain the tax credit allocation or all of the financing and investor equity commitments needed to complete the development and to operate the completed development of the Property, Buyer shall promptly notify Seller in which event this Agreement shall be null and void, and neither party shall have any further rights or obligations under this Agreement, except for those that expressly survive termination.

- D. Seller shall, as of the Closing Date, terminate all management agreements and employment contracts, if any, relating to the Property at no cost to Buyer.
 - E. Seller shall, as of the Closing Date, at Seller's expense, deliver the Property vacant and in accordance with all applicable New York State and federal laws.
 - F. If applicable, Seller shall have obtained, in accordance with the Not-for-Profit Corporation Law of the State of New York, an Attorney General waiver and/or Supreme Court approval to sell the Property to Buyer.
 - G. Buyer shall have received approval for property tax exemption and accompanying payment in lieu of tax agreement for the Property from the Oneida County Industrial Development Agency, acceptable to Buyer in its sole discretion.
12. POSSESSION. Buyer shall have possession and occupancy of the Property from and after delivery of the deed and disbursement of the Purchase Price. The Property shall be delivered vacant, free from all leases, tenancies and occupants.
13. BROKER'S COMMISSION. Buyer represents to Seller that it did not employ any broker in connection with this sale. Seller represents to Buyer that it did not employ any broker in connection with this transaction. Seller and Buyer each agree to indemnify the other for any and all claims and expenses, including legal fees, if any other fees or commission is determined to be due by reason of the employment of any other broker by the indemnifying party.
14. DEFAULT; LIQUIDATED DAMAGES. If all conditions and other events precedent to Seller's obligations to consummate the transactions contemplated by this Agreement have been satisfied or waived, and Seller fails, refuses or is unable to consummate the purchase and sale contemplated by this Agreement, then Buyer shall have the right to: (i) bring suit for specific performance, or (ii) terminate this Agreement, receive reimbursement for all of Buyer's out of pocket expenses related to the Property, at which time the parties shall be relieved of any further obligation or liability hereunder.
15. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as of the date hereof, throughout the term of this Agreement and as of Closing, that:
- A. Seller is the sole owner, in fee simple, of the Property.
 - B. Seller is and will be as of the date of Closing duly organized, validly existing and in good standing under the laws of the State of New York and has all the requisite power and authority to enter into and carry out this Agreement according to its terms.

- C. This Agreement has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally. Until the Buyer receives written notice to the contrary, Buyer may rely on the authority of the Seller's signatory to take any action in connection with this Agreement on behalf of the Seller, including direction for the payment of the Purchase Price, and Buyer shall incur no liability as a result of such reliance.
- D. There is no litigation, proceeding, investigation or condemnation action pending, or to the knowledge of Seller threatened, against or affecting Seller or the Property or that might affect or relate to the validity of this Agreement or any action taken or to be taken pursuant hereto, or that might have a material adverse effect on the business or operations of Seller. Seller knows of no reasonable grounds or any basis for any such action relative to Seller or the Property.
- E. Neither the entry into this Agreement, nor the carrying out of the transactions contemplated herein has resulted in or will result in any violation of, or be in conflict with, or result in the creation of, any mortgage, lien, encumbrance or charge (other than those contemplated hereby) upon any of the properties or assets of Seller pursuant to, or constitute a default under, any agreement, or mortgage, indenture, contract, agreement, instrument, franchise, permit, judgment, decree, order, statute, rule or regulation applicable to Seller or the Property.
- F. No consent or approval by, or authorization of, license, order, consent, or filing, registration or qualification with, any federal, state or local governmental authority, bureau, department or agency, or any corporation, person or other entity is required either for the execution, delivery or performance of this Agreement by Seller, or in connection with the consummation by Seller of the transactions contemplated by this Agreement, except for such consents, approvals, authorizations, filings, registrations or qualifications as have been obtained by Seller as of the date hereof or will be obtained by Seller prior to Closing and disclosed and accepted by Buyer.
- G. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to Closing have been (or prior to Closing will be) paid in full, and on the Closing Date, there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Property.
- H. There is no violation of, and Seller has not received any notice of violation of, any applicable Environmental Laws (as defined herein). Seller has not, and to the best of Seller's knowledge, no other person, has used, generated, stored, dumped, released, buried, dispersed or emitted any Hazardous Substance (as defined herein) on the Property in violation of any Environmental Laws nor, to the best of Seller's knowledge, are there any underground tanks on the Property. "Environmental Laws" means all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment generation, transportation, processing, handling, production or disposal of any

Hazardous Substance and the rules, regulations, and orders with respect thereto. "Hazardous Substance" means, without limitation, any flammable, explosive or radioactive material, polychlorinated biphenyl, petroleum or petroleum product, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Appendix Sections 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), or any other Environmental Law and the regulations promulgated thereunder applicable on the Effective Date.

- I. There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property other than certain existing Mobile Home Park tenants and, as of Closing, there will be no parties in possession of any portion of the Property.

The representations and warranties of Seller contained in this Agreement or other instruments furnished to Buyer at or prior to Closing in connection with the transactions contemplated by Seller pursuant to this Agreement, to Seller's knowledge, (i) do not contain any untrue statements of a material fact and (ii) do not fail to state a material fact, which failure would make this Agreement misleading.

Seller acknowledges that each of the representations made by it in this paragraph and elsewhere in this Agreement is material to Buyer hereunder. Notwithstanding anything to the contrary herein, as to any representation or warranty set forth herein, Seller shall indemnify, defend and hold Buyer safe and harmless from and against any and all loss, damage, claim, counterclaim, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees suffered, paid or incurred by Buyer, directly or indirectly, by reason of Seller's breach of any warranty or obligation under this Agreement or if any representation of such Seller in this Agreement is wholly or partially untrue.

16. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as of the date hereof, throughout the term of this Agreement and as of the Closing:

- A. Buyer is and will be as of the date of Closing duly organized, validly existing and in good standing under the laws of the State of New York and has all the requisite power and authority to enter into and carry out this Agreement according to its terms.
- B. There is no litigation, proceeding or investigation pending, or to the knowledge of Buyer threatened against or affecting Buyer that might affect or relate to the validity of this Agreement or any action taken or to be taken pursuant hereto, or that might have a material adverse effect on the business or operations of Buyer.

The representations and warranties of Buyer contained in this Agreement or other instruments furnished to Seller at or prior to Closing in connection with the transactions contemplated by Buyer pursuant to this Agreement, to Buyer's actual knowledge, (i) do not contain any untrue statements of a material fact and

(ii) do not fail to state a material fact, which failure would make this Agreement misleading.

Buyer acknowledges that each of the representations made by it in this paragraph and elsewhere in this Agreement is material to Seller hereunder. Notwithstanding anything to the contrary herein, as to any representation or warranty set forth herein, Buyer shall indemnify, defend and hold Seller safe and harmless from and against any and all loss, damage, claim, counterclaim, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees suffered, paid or incurred by Seller, directly or indirectly, by reason of Buyer's breach of any warranty or obligation under this Agreement or if any representation of Buyer in this Agreement is wholly or partially untrue.

17. SELLER COVENANTS. Prior to the Closing Date and while this Agreement is in effect:
- A. Seller shall not alter the use of the Property as improved land, shall not store any equipment or other personal items on the Property, bring any Hazardous Substances onto the Property or enter into any options, deeds, easements, leases or other contract without the written consent of the Buyer.
 - B. Seller owns contiguous parcels to the Property that Buyer intends to purchase. Buyer and Seller agree to work collaboratively in good faith to subdivide and consolidate the Property from the contiguous parcels. Buyer shall file an application for subdivision approval with the appropriate governmental agencies in the jurisdiction where the Property is located.
 - C. If applicable, Seller agrees to diligently pursue the approval set forth in Section 11.F. of this Agreement, including submission of an application to the Attorney General and/or Supreme Court at least one hundred twenty (120) days prior to the Closing Date.
18. ASSIGNMENT. This Agreement, and all rights of Buyer hereunder, may be assigned by Buyer without the consent of Seller to an affiliate or to an entity formed by Buyer for the sole purpose of owning the Property. Upon the assignment from Buyer to the affiliate or single asset entity, the affiliate or single asset entity shall assume all of the obligations and responsibilities of Buyer hereunder and Buyer shall be released by Seller from all obligations and responsibilities imposed by this Agreement. Any other assignment by Buyer shall require Seller's prior written consent.
19. NOTICE. All notices given pursuant to this Agreement shall be in writing and shall be effective only if delivered personally, or sent by registered or certified mail, postage prepaid, sent by a national overnight carrier, or by email, with confirmation, to the addresses set forth below:

Seller: Human Technologies Properties Corporation
2260 Dwyer Avenue
Utica, New York 13501
Attn: Timothy Giarrusso
Telephone Number: (315) 724-9891
Email: tgiarrusso@htcorp.net

Copy to: Saunders Kahler, LLP

185 Genesee Street, Suite 1400
Utica, New York 13501
Attn: Camille Tauroney Kahler, Esq.
Telephone Number: (315) 733-0419
Email: ckahler@saunderskahler.com

Buyer: c/o Pennrose, LLC
45 Main Street, Suite 539
Brooklyn, New York 11201
Attn: Dylan Salmons
Telephone Number: (267) 386-8643
Email: dsalmons@pennrose.com

Copy to: Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Steven J. Weiss, Esq.
Telephone Number: (716) 800-8734
Email: SWeiss@chwattys.com

20. APPLICABLE LAW. This Agreement shall be construed and governed in accordance with the laws of the State of New York without giving effect to conflicts of laws.
21. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties, and any and all prior understandings or agreements, whether written or oral, are hereby merged into this Agreement. This Agreement cannot be modified except by a written instrument signed by the parties hereto. No requirement, obligation, condition, remedy or provision of this Agreement shall be deemed to be waived unless expressly waived in writing.
22. RISK OF LOSS. The risk of loss or damage to all or part of the Property by fire or other casualty or by taking by eminent domain, until Closing, shall be assumed by Seller and upon the happening of such event, Buyer shall have the election of terminating this Agreement without further liability hereunder, or of completing this purchase and receiving Seller's share of insurance monies, collectible for such loss or damage, or the award for such taking by eminent domain.
23. MISCELLANEOUS.
 - A. Failure by Buyer or Seller to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof, except as provided for herein. Buyer and/or Seller may, at their sole discretion, waive any breach by the other of any of the other's representations, warranties and/or covenants hereunder, and Buyer may waive any failure of a condition precedent to Closing hereunder. All representations, statements, agreements, warranties, and covenants of Seller and Buyer set forth in or made pursuant to this Agreement shall be operative, true and correct, as set forth above, as of the date of Closing. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Agreement, and therefore, it is expressly agreed that in the case of any vagueness or ambiguity with regard to any provision of this Agreement, there shall be no presumption of construction

against the drafter of such provision, but instead this Agreement shall be interpreted in accordance with a fair construction of the law.

- B. It is agreed that all representations, statements, agreements, warranties and covenants of each party hereunder shall continue to bind the parties and survive Closing pursuant to this Agreement; PROVIDED, HOWEVER, such representations, statements, agreements, warranties and covenants shall expire automatically without further action of the parties on the first anniversary of Closing unless a specific claim in writing with respect to these matters shall have been made, or an action at law or in equity shall have been commenced or filed before such date.
- C. This Agreement shall not be binding or effective until properly executed and delivered by Buyer and Seller. Once executed by both parties, this Agreement shall inure to the benefit of and constitute a binding obligation upon each of the parties hereto and their respective successors and assigns.
- D. If any provision hereof is adjudged to be illegal, invalid, or unenforceable, such provision shall be fully severable. This Agreement shall then be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.
- E. This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement, binding on the parties hereto upon delivery. Photocopies of signatures or digitally scanned signatures are acceptable to evidence a complete agreement.
- F. Seller acknowledges that it shall be responsible for reporting proceeds of the sale to taxing authorities, including submission of Form 1099S with the Internal Revenue Service, if applicable.

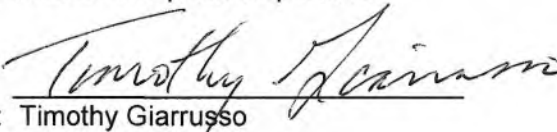
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the day and date first above written.

SELLER:

HUMAN TECHNOLOGIES PROPERTIES CORPORATION,

A New York not-for-profit corporation

By: 
Name: Timothy Giarrusso
Title: President/CEO

BUYER:

2024 COPPER VILLAGE 9% LLC,

A New York limited liability company


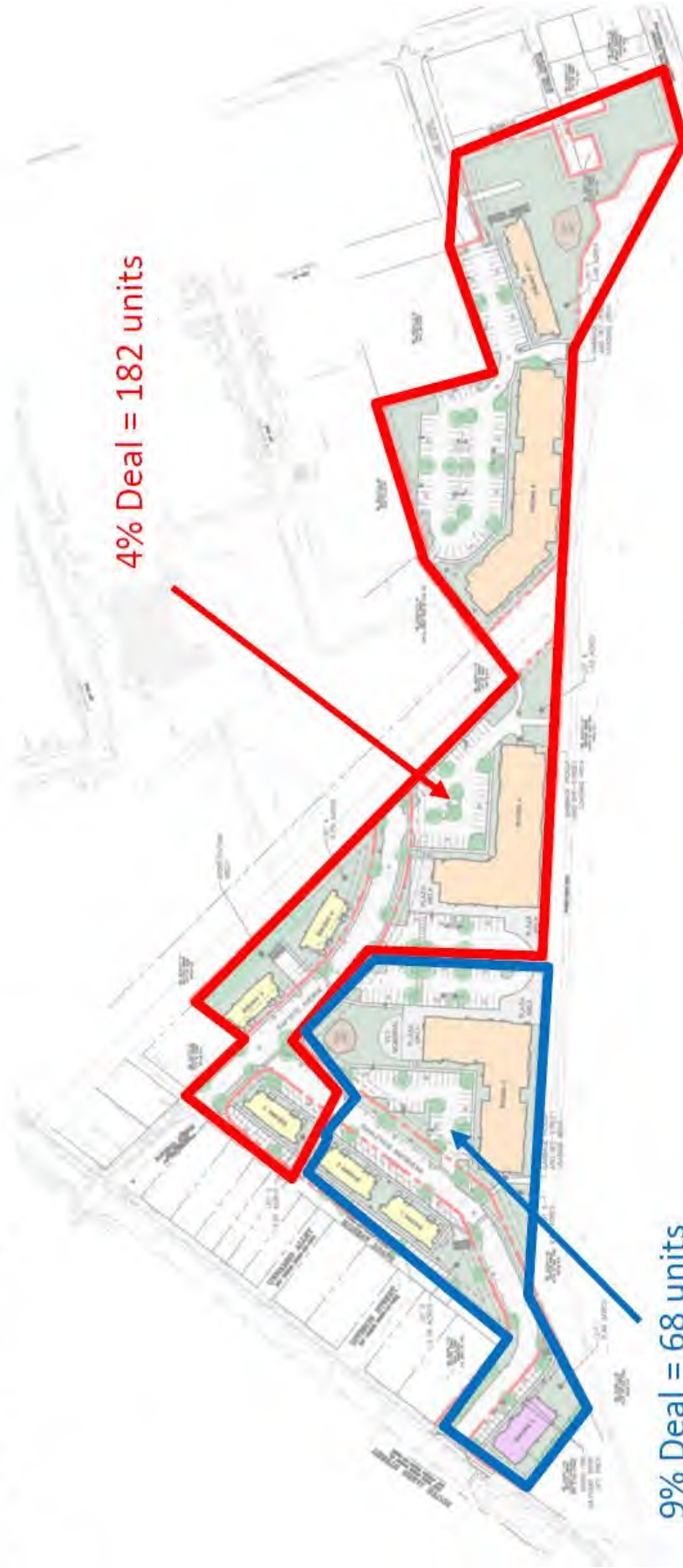
By: 
Name: Timothy I. Henkel
Title: Authorized Signatory

EXHIBIT A

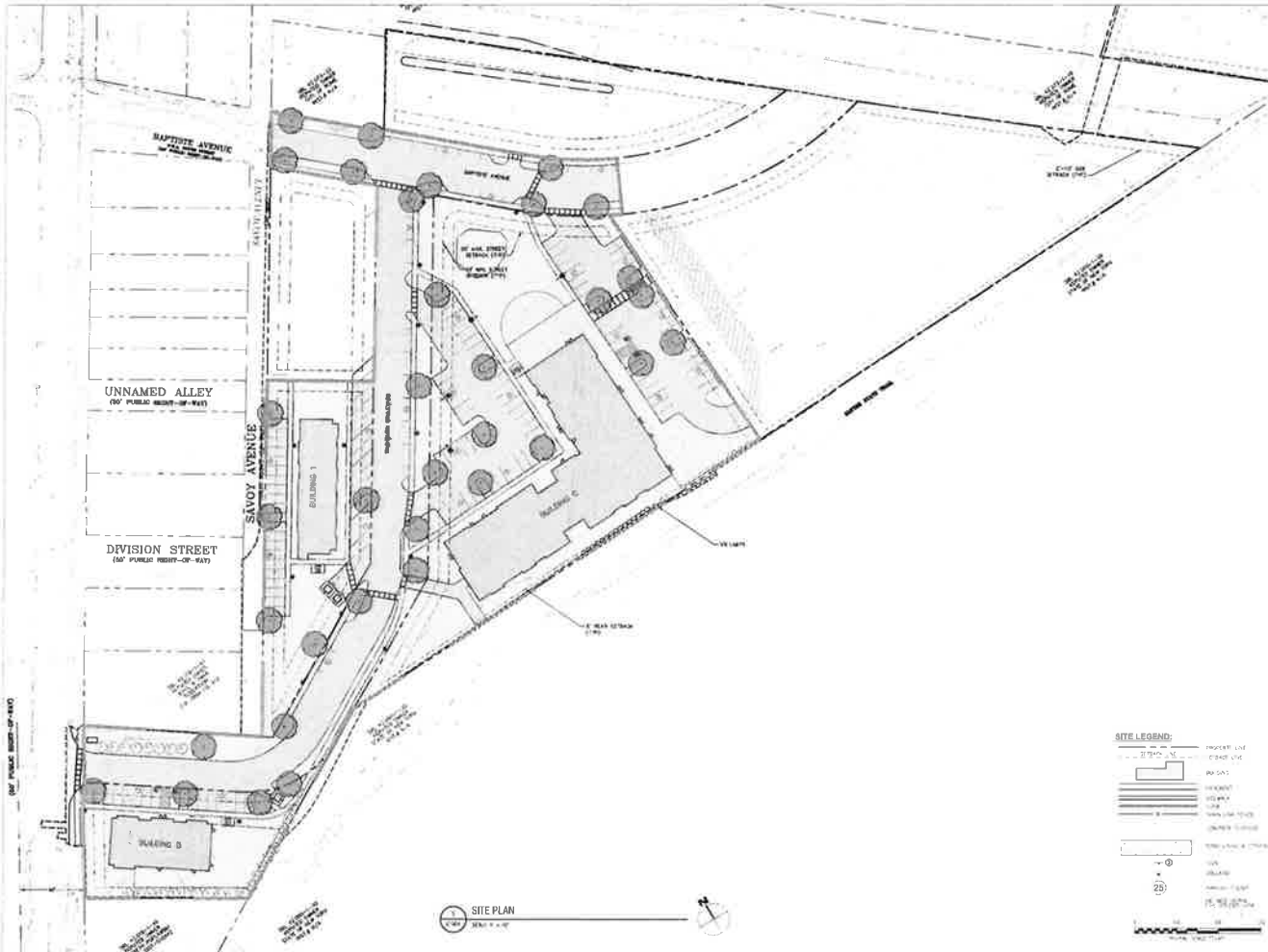
Copper Village



9% Deal = 68 units

4% Deal = 182 units

Site & Building Plans



LaBella
Powered by partnership

8 DESIGN AMERICAN BUILDING
Lansham, NY 12110
518.538.8222
www.labella.com

NOT FOR CONSTRUCTION

THIS PLAN IS THE PROPERTY OF THE DESIGNER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

PENROSE NY, LLC
15 MARK STREET, SUITE #529
BROOKLYN, NY 11201

HUMAN TECHNOLOGIES
SILICON VALLEY

COPPER VILLAGE
CITY OF HAMILTON, SHERBROOKE COUNTY, NY

SITE LEGEND:

[Symbol]	PROJECT LINE
[Symbol]	EXIST. USE
[Symbol]	AS BUILT
[Symbol]	PROPOSED
[Symbol]	EXIST. WALKWAY
[Symbol]	PROPOSED WALKWAY
[Symbol]	EXIST. DRIVE
[Symbol]	PROPOSED DRIVE
[Symbol]	EXIST. DRIVE
[Symbol]	PROPOSED DRIVE
[Symbol]	EXIST. DRIVE
[Symbol]	PROPOSED DRIVE
[Symbol]	EXIST. DRIVE
[Symbol]	PROPOSED DRIVE

SITE PLAN

C130A

BULK TABLE:

CITY OF ROSELAND DISTRICT - WATERFRONT (W/0 CANAL)

ZONING REQUIREMENTS:

MINIMUM LOT AREA	25,000	MINIMUM FRONT SETBACK	100 FT
MINIMUM FRONT YIELD	20%	MINIMUM SIDE SETBACK	10 FT
MINIMUM SIDE YIELD	20%	MINIMUM REAR SETBACK	10 FT
MINIMUM REAR YIELD	20%	MINIMUM HEIGHT	35 FT
MINIMUM FRONT SETBACK	10 FT	MINIMUM SIDE SETBACK	10 FT
MINIMUM SIDE SETBACK	10 FT	MINIMUM REAR SETBACK	10 FT
MINIMUM REAR SETBACK	10 FT	MINIMUM HEIGHT	35 FT

VARIANCE REQUEST:

- SECTION 20-11-002(B)(1)
- SECTION 20-11-002(B)(2)
- SECTION 20-11-002(B)(3)
- SECTION 20-11-002(B)(4)
- SECTION 20-11-002(B)(5)
- SECTION 20-11-002(B)(6)
- SECTION 20-11-002(B)(7)
- SECTION 20-11-002(B)(8)
- SECTION 20-11-002(B)(9)
- SECTION 20-11-002(B)(10)
- SECTION 20-11-002(B)(11)
- SECTION 20-11-002(B)(12)
- SECTION 20-11-002(B)(13)
- SECTION 20-11-002(B)(14)
- SECTION 20-11-002(B)(15)
- SECTION 20-11-002(B)(16)
- SECTION 20-11-002(B)(17)
- SECTION 20-11-002(B)(18)
- SECTION 20-11-002(B)(19)
- SECTION 20-11-002(B)(20)

VARIANCE REQUEST:

- SECTION 20-11-002(B)(1)
- SECTION 20-11-002(B)(2)
- SECTION 20-11-002(B)(3)
- SECTION 20-11-002(B)(4)
- SECTION 20-11-002(B)(5)
- SECTION 20-11-002(B)(6)
- SECTION 20-11-002(B)(7)
- SECTION 20-11-002(B)(8)
- SECTION 20-11-002(B)(9)
- SECTION 20-11-002(B)(10)
- SECTION 20-11-002(B)(11)
- SECTION 20-11-002(B)(12)
- SECTION 20-11-002(B)(13)
- SECTION 20-11-002(B)(14)
- SECTION 20-11-002(B)(15)
- SECTION 20-11-002(B)(16)
- SECTION 20-11-002(B)(17)
- SECTION 20-11-002(B)(18)
- SECTION 20-11-002(B)(19)
- SECTION 20-11-002(B)(20)

CONSTRUCTION SCHEDULE:

TABLE 2.2.5

ACTIVITY	START DATE	END DATE
PERMITTING	05/01/2025	05/01/2025
DEMOLITION	05/01/2025	05/01/2025
FOUNDATION	05/01/2025	05/01/2025
FRAMING	05/01/2025	05/01/2025
MECHANICAL/ELECTRICAL/PLUMBING	05/01/2025	05/01/2025
CONSTRUCTION COMPLETION	05/01/2025	05/01/2025

TABLE 2.2.6

ACTIVITY	START DATE	END DATE
PERMITTING	05/01/2025	05/01/2025
DEMOLITION	05/01/2025	05/01/2025
FOUNDATION	05/01/2025	05/01/2025
FRAMING	05/01/2025	05/01/2025
MECHANICAL/ELECTRICAL/PLUMBING	05/01/2025	05/01/2025
CONSTRUCTION COMPLETION	05/01/2025	05/01/2025

ASPHALT

TYPE	THICKNESS
BASE COURSE	4 INCH
FINISH COURSE	2 INCH

SITE LEGEND:



TREE PALETTE:

COMMON NAME	SCIENTIFIC NAME	SIZE	FORM	SPACING	REMARKS
...
...
...



A Brush American Roadward
Latham, NY 12110
518-438-8225



CERTIFICATE OF ADOPTION BY RESOLUTION
UNIVERSITY OF THE STATE OF NEW YORK
JULY 15, 2024

It is resolved that the University of the State of New York do hereby certify that the above-named Robert J. DeBenedictis is duly qualified to practice as a Professional Engineer in the State of New York, and that he is duly licensed as such under the laws of the State of New York, and that he is duly registered as such under the laws of the State of New York.

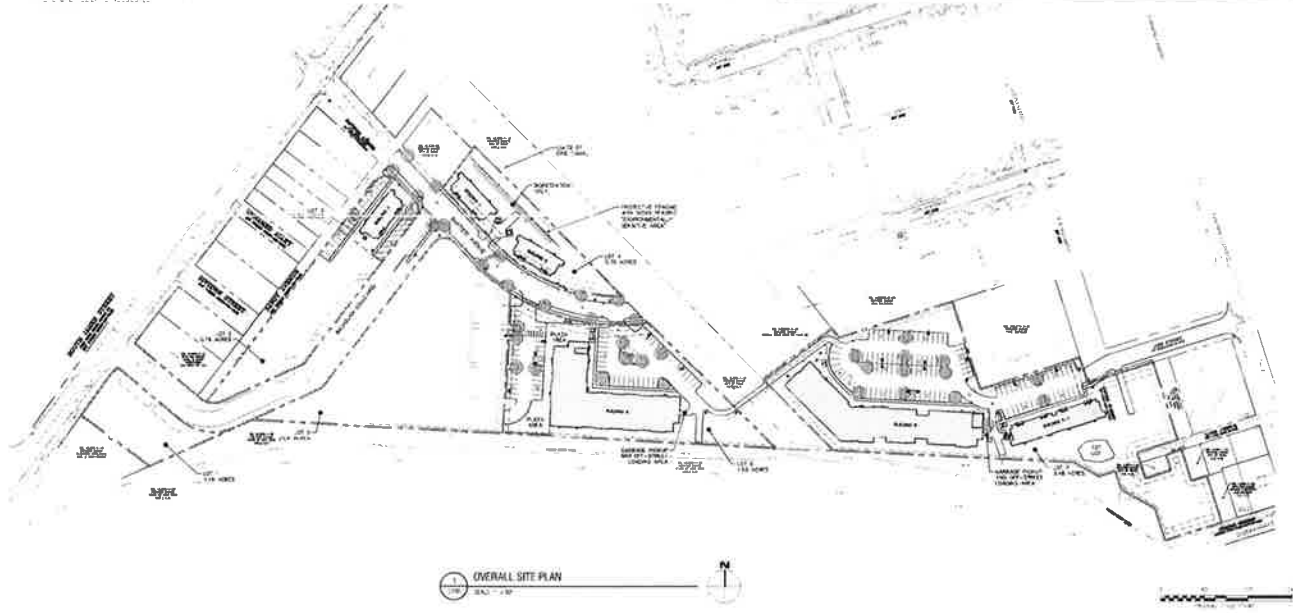
PENNROSE NY, LLC
45 MAIN STREET, SUITE 4150
BROOKLYN, NY 11222



COPPER VILLAGE
CITY OF ROSELAND DISTRICT

PROJECT NUMBER	220303
CLIENT	CAH
DESIGNER	PKA
DATE	06/05/2024

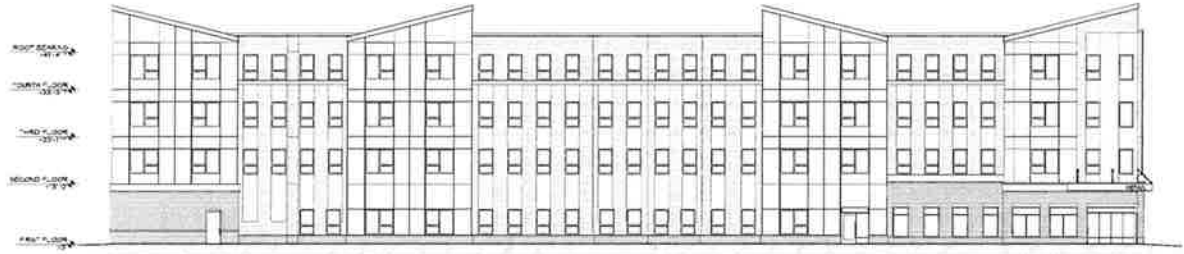
OVERALL SITE PLAN



C130



1 BLDG. C EAST (FRONT) ELEVATION



2 BLDG. C SOUTH ELEVATION



3 VIEW FROM PLAZA



DATE	
REV	DESCRIPTION



COPPER VILLAGE 8%
CITY OF ROME
ONEIDA COUNTY, NY



thrive
design

756 Madison Avenue
Catskill, NY 12018
P: 845.241.1390
thrive@thrive.com

DATE	12/15/2017
BY	WJL
CHECKED BY	WJL
SCALE	AS SHOWN
PROJECT	
NO.	
DATE	
BY	
CHECKED BY	
SCALE	

NO.	DATE	BY	CHECKED BY



COPPER VILLAGE 9%
CITY OF FORT
ONEIDA COUNTY, NY

A.17
BUILDING ELEVATION
SHEET 15 OF 15



1 BLDG. C WEST ELEVATION



2 BLDG. C NORTH ELEVATION



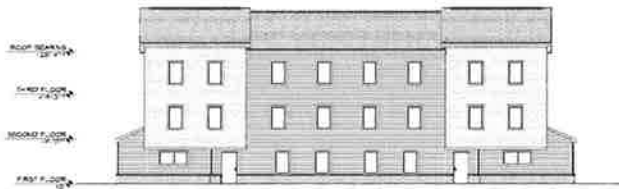
3 VIEW FROM PARKING



1 BLDG. 3-5 FRONT ELEVATION



2 BLDG. 3-5 RIGHT ELEVATION



3 BLDG. 3-5 REAR ELEVATION



4 BLDG. 3-5 LEFT ELEVATION



thriven
design

728 Hudson Avenue
Cathamene, NY 11204
P: 646.841.8800
info@thrivedesign.com



Date:	02/29/2017
By:	JD
Scale:	1/8" = 1'-0"
Sheet:	014
Project:	014
Client:	014
Drawn by:	JD
Checked by:	JD
Project Manager:	JD



PENNY ROSE
BUSINESS DEVELOPER
45 MANHATTAN SQUARE
BROOKLYN, NY 11201

COPPER VILLAGE 45
CITY OF BROOME
ONEIDA COUNTY, NY

A32
PROFESSIONAL ARCHITECT
LICENSED IN THE STATE OF NEW YORK

COPPER VILLAGE, ROME, NY

Construction Timing

Copper Village 9% project for 65 units will have an 18-month construction period followed by a 9-month lease up period. Stabilization and operations will begin in month 28. The PILOT schedule in Year 3 will be the 1st year of operations and when full PILOT per unit is expected to commence.

Copper Village 9% project is expected to close July 2025 and complete construction December 2026.

Copper Village 4% project for 185 units will have a 24-month construction period followed by a 12-month lease up period. Stabilization and operations will begin in month 37. The PILOT schedule in Year 4 will be the 1st year of operations and when full PILOT per unit is expected to commence.

Copper Village 4% project is expected to close Q1 2026 and complete construction Q1 2028.



Copper Village 4% LLC Proposed PILOT

Copper Village 4%
Rome, NY
PILOT Schedule

PENNROSE
Bricks & Mortar | Heart & Soul

Escalation 2%

Note: Proposed PILOT payments expressed as fixed payments.

			Copper Village 4%	
			185 Units	
	PILOT Per unit		Project A PILOT	
Construction	2025	\$ -	\$	5,593.00
Construction	2026	\$ -	\$	5,593.00
Lease up	2027	\$ -	\$	5,593.00
1 Year Operational	2028	\$ 250.00	\$	46,250
2 Year Operational	2029	\$ 255.00	\$	47,175
3 Year Operational	2030	\$ 260.10	\$	48,119
4 Year Operational	2031	\$ 265.30	\$	49,081
5 Year Operational	2032	\$ 270.61	\$	50,062
6 Year Operational	2033	\$ 276.02	\$	51,064
7 Year Operational	2034	\$ 281.54	\$	52,085
8 Year Operational	2035	\$ 287.17	\$	53,127
9 Year Operational	2036	\$ 292.91	\$	54,189
10 Year Operational	2037	\$ 298.77	\$	55,273
11 Year Operational	2038	\$ 304.75	\$	56,378
12 Year Operational	2039	\$ 310.84	\$	57,506
13 Year Operational	2040	\$ 317.06	\$	58,656
14 Year Operational	2041	\$ 323.40	\$	59,829
15 Year Operational	2042	\$ 329.87	\$	61,026
16 Year Operational	2043	\$ 336.47	\$	62,246
17 Year Operational	2044	\$ 343.20	\$	63,491
18 Year Operational	2045	\$ 350.06	\$	64,761
19 Year Operational	2046	\$ 357.06	\$	66,056
20 Year Operational	2047	\$ 364.20	\$	67,378
21 Year Operational	2048	\$ 371.49	\$	68,725
22 Year Operational	2049	\$ 378.92	\$	70,100
23 Year Operational	2050	\$ 386.49	\$	71,502
24 Year Operational	2051	\$ 394.22	\$	72,932
25 Year Operational	2052	\$ 402.11	\$	74,390
26 Year Operational	2053	\$ 410.15	\$	75,878
27 Year Operational	2054	\$ 418.35	\$	77,396
28 Year Operational	2055	\$ 426.72	\$	78,943
29 Year Operational	2056	\$ 435.26	\$	80,522
30 Year Operational	2057	\$ 443.96	\$	82,133

**Copper City 9% LLC
Proposed PILOT**

Copper Village - 9%
Rome, NY
PILOT Schedule



Escalation 2%

Note: Proposed PILOT payments expressed as fixed payments.

			Copper Village 9% 65 Units
	PILOT Per unit		Project B PILOT
Construction	2025 \$	-	\$ 2,796.00
Construction/Lease up	2026 \$	-	\$ 2,796.00
1 Year Operational	2027 \$	250.00	\$ 16,250
2 Year Operational	2028 \$	255.00	\$ 16,575
3 Year Operational	2029 \$	260.10	\$ 16,907
4 Year Operational	2030 \$	265.30	\$ 17,245
5 Year Operational	2031 \$	270.61	\$ 17,590
6 Year Operational	2032 \$	276.02	\$ 17,941
7 Year Operational	2033 \$	281.54	\$ 18,300
8 Year Operational	2034 \$	287.17	\$ 18,666
9 Year Operational	2035 \$	292.91	\$ 19,039
10 Year Operational	2036 \$	298.77	\$ 19,420
11 Year Operational	2037 \$	304.75	\$ 19,809
12 Year Operational	2038 \$	310.84	\$ 20,205
13 Year Operational	2039 \$	317.06	\$ 20,609
14 Year Operational	2040 \$	323.40	\$ 21,021
15 Year Operational	2041 \$	329.87	\$ 21,442
16 Year Operational	2042 \$	336.47	\$ 21,870
17 Year Operational	2043 \$	343.20	\$ 22,308
18 Year Operational	2044 \$	350.06	\$ 22,754
19 Year Operational	2045 \$	357.06	\$ 23,209
20 Year Operational	2046 \$	364.20	\$ 23,673
21 Year Operational	2047 \$	371.49	\$ 24,147
22 Year Operational	2048 \$	378.92	\$ 24,630
23 Year Operational	2049 \$	386.49	\$ 25,122
24 Year Operational	2050 \$	394.22	\$ 25,625
25 Year Operational	2051 \$	402.11	\$ 26,137
26 Year Operational	2052 \$	410.15	\$ 26,660
27 Year Operational	2053 \$	418.35	\$ 27,193
28 Year Operational	2054 \$	426.72	\$ 27,737
29 Year Operational	2055 \$	435.26	\$ 28,292
30 Year Operational	2056 \$	443.96	\$ 28,857

PAYMENT IN LIEU OF TAX BENEFIT VALUE CALCULATOR - ESTIMATES ONLY

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

Information on Real Property Proposed For PILOT		
Estimated Assessment in 1,000s		\$ 7,500 (Provided by Copper City)

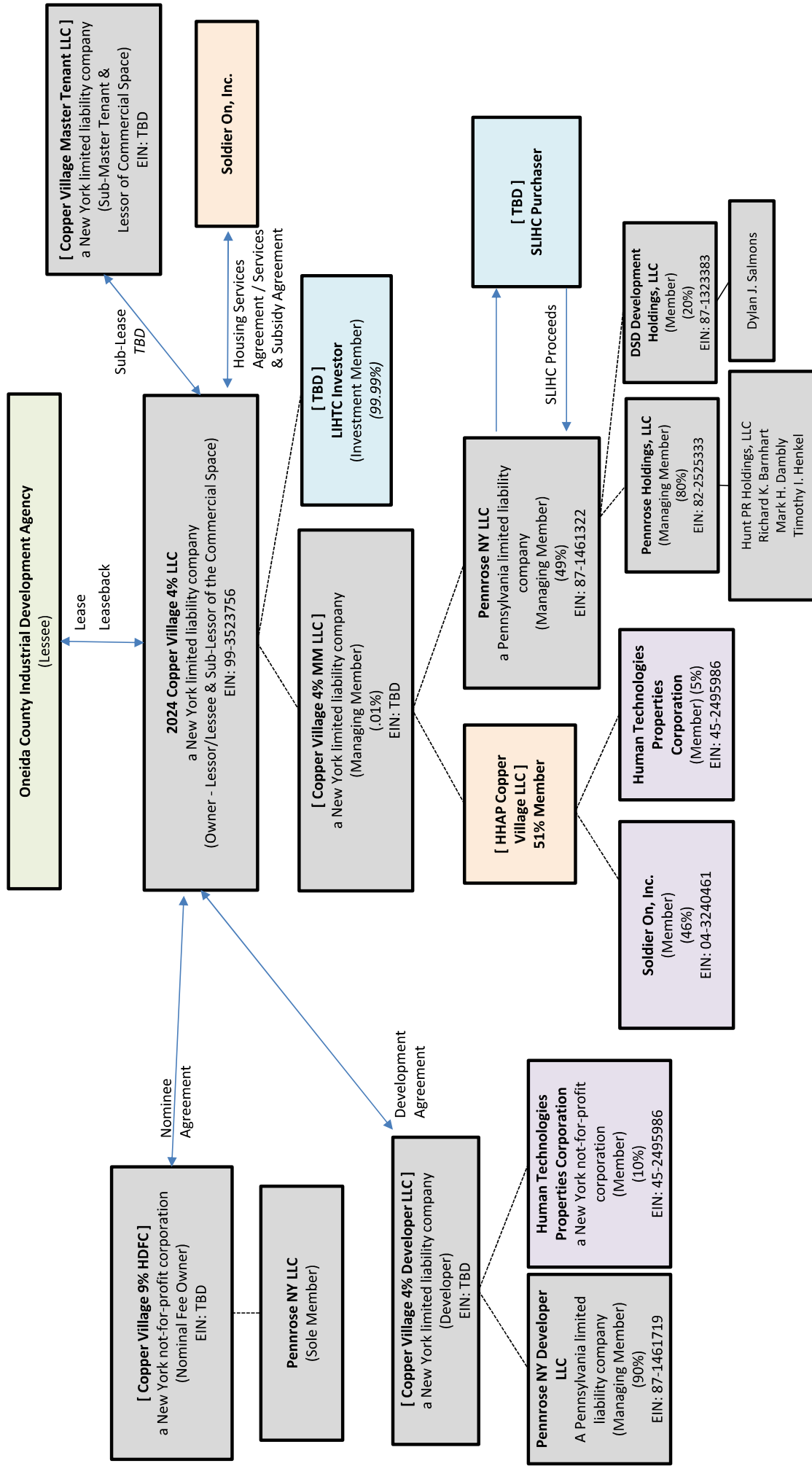
Tax Rates Per 1k of Assessment at time of application*	Full Payment	Rate Year	Muni
Oneida County	\$ 10.633930	\$ 79,754	2024 Oneida
City or Township**	\$ 20.195915	\$ 151,469	2024 Rome Inner
Village**	\$ -	\$ -	
School District	\$ 34.568795	\$ 259,266	2023-2024 RCSD
Total	\$ 65.40	\$ 490,490	

*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

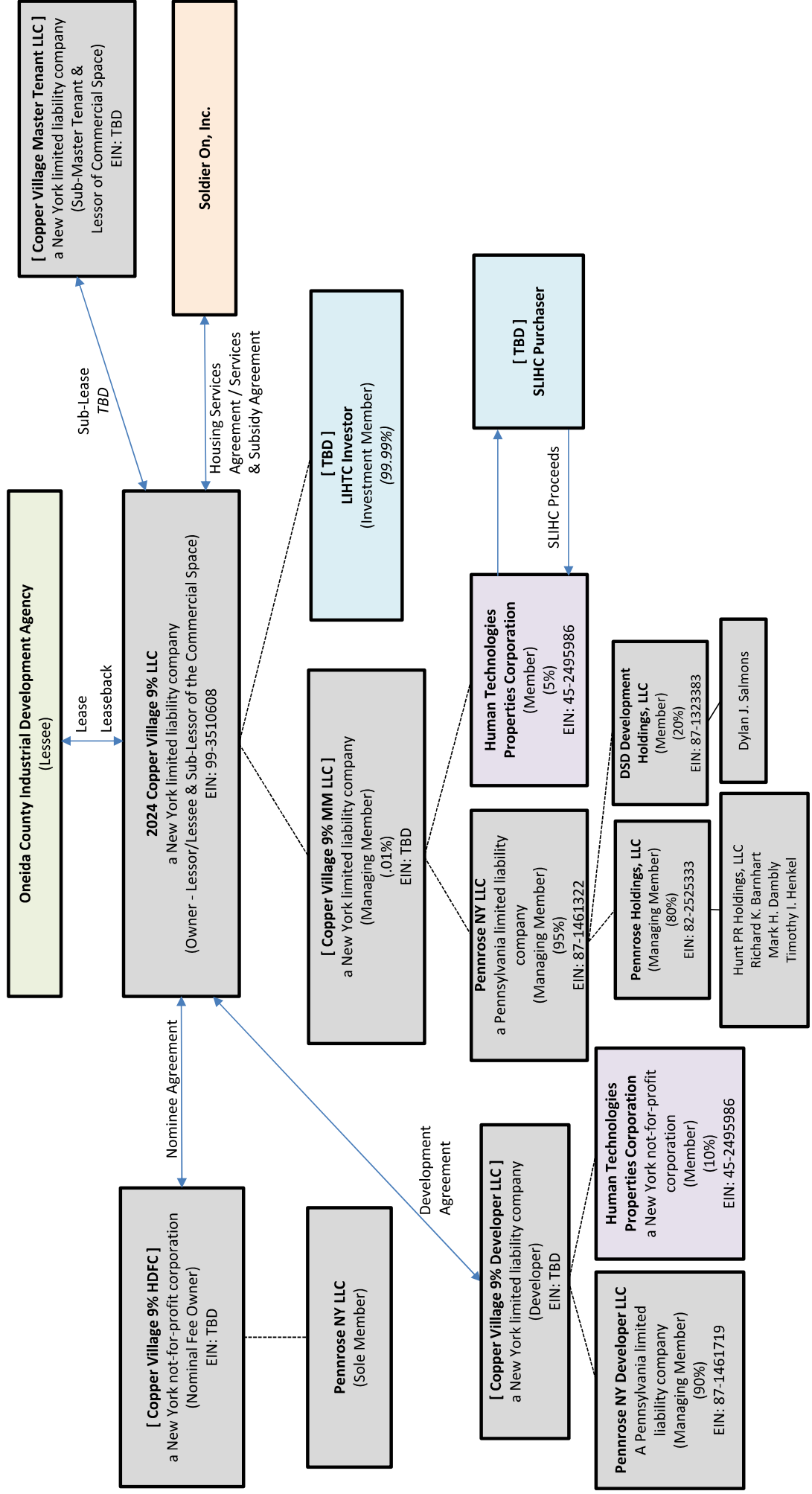
1.02 Both Copper Village PILOTS Combined for Estimated Benefit Value

PILOT VALUE CALCULATOR VALUES	Full	Proposed PILOT	Benefit
Construction - 2025	\$ 66.71	\$ -	\$ -
Construction - 2026	\$ 68.04	\$ -	\$ -
Lease Up - 2027	\$ 69.40	\$ -	\$ -
Operational Year 1 - 2028	\$ 70.79	\$ 530,922	\$ 62,500 \$ 468,422
Yr 2 - 2029	\$ 72.21	\$ 541,540	\$ 63,750 \$ 477,790
Yr 3 - 2030	\$ 73.65	\$ 552,371	\$ 65,025 \$ 487,346
Yr 4 - 2031	\$ 75.12	\$ 563,419	\$ 66,326 \$ 497,093
Yr 5 - 2032	\$ 76.62	\$ 574,687	\$ 67,652 \$ 507,035
Yr 6 - 2033	\$ 78.16	\$ 586,181	\$ 69,005 \$ 517,176
Yr 7 - 2034	\$ 79.72	\$ 597,904	\$ 70,385 \$ 527,519
Yr 8 - 2035	\$ 81.31	\$ 609,862	\$ 71,793 \$ 538,070
Yr 9 - 2036	\$ 82.94	\$ 622,060	\$ 73,229 \$ 548,831
Yr 10 - 2037	\$ 84.60	\$ 634,501	\$ 74,693 \$ 559,808
Yr 11 - 2038	\$ 86.29	\$ 647,191	\$ 76,187 \$ 571,004
Yr 12 - 2039	\$ 88.02	\$ 660,135	\$ 77,711 \$ 582,424
Yr 13 - 2040	\$ 89.78	\$ 673,337	\$ 79,265 \$ 594,072
Yr 14 - 2041	\$ 91.57	\$ 686,804	\$ 80,850 \$ 605,954
Yr 15 - 2042	\$ 93.41	\$ 700,540	\$ 82,467 \$ 618,073
Yr 16 - 2043	\$ 95.27	\$ 714,551	\$ 84,117 \$ 630,434
Yr 17 - 2044	\$ 97.18	\$ 728,842	\$ 85,799 \$ 643,043
Yr 18 - 2045	\$ 99.12	\$ 743,419	\$ 87,515 \$ 655,904
Yr 19 - 2046	\$ 101.10	\$ 758,287	\$ 89,265 \$ 669,022
Yr 20 - 2047	\$ 103.13	\$ 773,453	\$ 91,051 \$ 682,402
Yr 21 - 2048	\$ 105.19	\$ 788,922	\$ 92,872 \$ 696,050
Yr 22 - 2049	\$ 107.29	\$ 804,701	\$ 94,729 \$ 709,971
Yr 23 - 2050	\$ 109.44	\$ 820,795	\$ 96,624 \$ 724,171
Yr 24 - 2051	\$ 111.63	\$ 837,210	\$ 98,556 \$ 738,654
Yr 25 - 2052	\$ 113.86	\$ 853,955	\$ 100,527 \$ 753,427
Yr 26 - 2053	\$ 116.14	\$ 871,034	\$ 102,538 \$ 768,496
Yr 27 - 2054	\$ 118.46	\$ 888,454	\$ 104,589 \$ 783,866
Yr 28 - 2055	\$ 120.83	\$ 906,223	\$ 106,680 \$ 799,543
Yr 29 - 2056	\$ 123.25	\$ 924,348	\$ 108,814 \$ 815,534
Yr 30 - 2057	\$ 125.71	\$ 942,835	\$ 110,990 \$ 831,845
Total Due:	Rate	\$ 21,538,483	\$ 2,535,504 \$ 19,002,979

Copper Village 4% - Organizational Chart *(Lease/Leaseback structure for PILOT)*



Copper Village 9% - Organizational Chart (Lease/Leaseback structure for PILOT)



IDA Prepared Cost Benefit Analysis

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

29-Aug-24

Name of Applicant: 2024 Copper Village 9% LLC/2024 Copper Village 4%
230 Wyoming Ave, Kingston PA 18704

Description of Project: Copper Village affordable housing/mixed use/daycare

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: _____

Estimated Date of Completion of Project: Sep-28

Type of Financing/ Structure:

_____	Tax-Exempt Financing
_____	Taxable Financing
<u>X</u>	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
<u>X</u>	Real Property Tax Abatement

Project Costs

Land Acquisition	\$ 950,000
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 80,942,818
Installation Costs	\$ -
Site Preparation/Parking Lot Construction	\$ 4,260,147
Machinery & Equipment (other than furniture)	\$ -
Furniture & Fixtures	\$ 279,484
Architectural & Engineering	\$ 4,043,090
Legal Fees (applicant, IDA, bank, other counsel)	\$ 1,170,000
Financial (all costs related to project financing)	\$ 33,401,194
Permits	\$ 574,547
Other	
Agency Fee	\$ 339,053
TOTAL COST OF PROJECT	\$ 125,960,333

Assistance Provided by the Following:

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

Company Information

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

0
35
0

Average Salary of these Positions

\$	-
\$	50,000
\$	-

Earnings Information for Oneida County

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

\$	50,000
\$	25,000
\$	32,000

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

426

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 5,250,000	\$ 223,125
Existing	\$ -	\$ -
Indirect Jobs		
Created	\$ 6,562,500	\$ 278,906
Existing	\$ -	\$ -
Construction - only one year		
Person Years	\$ 13,632,474	\$ 579,380
TOTALS Calculation of Benefits (3 Yr Period)	\$ 25,444,974	\$ 1,081,411

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ 1,890,000	\$ 184,275
	Existing	0.36	\$ -	\$ -
Indirect Jobs	Created	0.36	\$ 2,362,500	\$ 230,344
	Existing	0.36	\$ -	\$ -
Construction - only one year	Person Years	0.36	\$ 4,907,691	\$ 478,500
<u>TOTAL TAXABLE GOODS & SERVICES</u>			\$ 9,160,191	\$ 893,119

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:	36.01324047	Rome	22-23
Tax Rate for Municipality where facility is located:	20.195914	Rome Inner	2023
Tax Rate for County:	10.633993	Oneida	2023
	Total Rate:		
	66.84314747		
Real Property Taxes Paid:	\$ 159,087		

COSTS: IDA BENEFITS

Real Property Taxes Abatement	\$ 19,002,979
Mortgage Tax Abated (.75%)	\$ -
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ -
Total:	\$ 19,002,979

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.

2024 Copper Village 9% LLC & 2024 Copper Village 4% LLC

Oneida County Industrial Development Agency Uniform Tax Exemption and Agency Benefits Policy Market Rate Rental Housing Development Initiatives (Effective March 1, 2015 and revised on April 20, 2018)

1. Criteria:

OCIDA will entertain applications for assistance that fall within the following criteria, using the following 100 point scoring system for each application received:

OCIDA SCORED

Criteria	Description of Criteria	Possible Points	Score
Adaptive Reuse Projects	Projects that propose a change in use to an existing building (e.g., reuse of vacant or underutilized facility) or propose development on a vacant urban infill site ² that is being repurposed or redeveloped for an eligible housing project.	25	25
Eligible Area Locations	Projects located within Eligible Areas (see attached map) that have a minimum of 5 units in a renovation or conversion of a building and 24 units for new construction, except for urban infill development projects where the IDA will entertain applications for projects located on a vacant urban infill site that has less than 24 units of eligible housing.	20	20
Utilizes Existing Infrastructure	Projects that utilize existing infrastructure (i.e. utilizing both existing sewer and water services and do not require system expansion. Modernizations, such as replacing existing pipes where service is already provided, are viewed favorably).	20	20
Community Benefits	Projects that create other benefits that inure to the benefit of the community that may include: rebuilding community infrastructure, pays sewer credits, creates or contributes to a community amenity, dedicates land to a municipality for a public improvement which benefits health and safety, removes slums and blighting influences (e.g., demolition or supports in-fill development within a neighborhood, commercial corridor, downtown, or main street area), provides an environmental enhancement (e.g., flooding wetlands creation/restoration, is part of a Brownfield, utilizes federal/state historic tax credit programs, provides mixed income rental units to support workforce housing, or provides other benefits deemed important and relevant by OCIDA.	5	5

² Urban infill site would include infill rental housing being constructed on vacant or underutilized property.

2024 Copper Village 9% LLC & 2024 Copper Village 4% LLC

Green Projects	(1) Projects to be constructed on a New York State or federal defined Brownfield, such as a site designated as a federal or state Superfund site; a participant in the State Voluntary Cleanup Program; a former, verified Manufacturing Gas Plant, or within a Brownfield Opportunity Area; or (2) Projects whose plans qualify for a LEED Certification from the US Green Building Council (final certification required prior to commencement of the PILOT Agreement); or (3) Projects that incorporate geothermal technologies that are projected to make a significant impact on the stability, reliability and resilience of the grid. The physical geothermal plant providing energy to the Project must be located within Oneida County, turned on and connected to the grid, the energy generated must provide at least fifty percent (50%) of the energy needs for the Project, and more than fifty percent (50%) of the energy generated must be used in Oneida County.	10	0
Mixed Use Dev. Projects	Projects that are mixed use development with housing being at least –50% or more of a building’s total area and the project induces job growth (mixed use development project proposes direct job creation with non-residential uses). To reach 20 points, must create at least 2 FTEs.	20	20
Total Points:		100	90

2. Scoring of Housing Applications:

OCIDA shall use this scoring system to determine the level of Agency benefits:

- Tier 1 Benefits: projects that score at least 60 points may receive abatement of real property taxes, exemptions from sales taxes and exemptions from mortgage recording taxes
- Tier 2 Benefits: projects that score between 50 to 59 points may receive abatement of real property taxes, exemptions from sales taxes and exemptions from mortgage recording taxes
- Tier 3 Benefits: projects that score 40 to 49 points may receive exemptions from sales taxes and exemptions from mortgage recording taxes (not eligible for abatement of real property taxes)

Term of PILOT Exemption Schedule	Tier 1 – PILOT Exemption Schedule	Tier 2 – PILOT Exemption Schedule
1	100%	75%
2	100%	75%
3	100%	75%
4	100%	75%
5	75%	50%
6	50%	25%
7	50%	
8	25%	
9	10%	
10	10%	

Applicants will pay 100% of all taxes due and owed until a Certificate of Occupancy is issued for a project, and then the first exemption year in the schedule will begin effective the first taxable status date after a Certificate of Occupancy is issued.

COPPER VILLAGE, ROME, NY

Housing studies that have been conducted to support the need for this housing:

- The **City of Rome has qualified as a Pro Housing Certified Community**, per NYS standards. Proof can be found here: [Pro-Housing Communities AGOL \(arcgis.com\)](https://arcgis.com)
 - Overview of Program: New Yorkers of all ages and income levels currently face an intense housing shortage, and the urgent need to take action to address the issue is only growing. In New York State, rents have risen 40 to 60 percent since 2015 and home prices have risen 50 to 80 percent. More than half of New York renters are rent-burdened, meaning that they pay more than 30 percent of their income on rent – the second-highest rate in the nation. Here at HCR, we understand the nexus between supply and affordability. In order to achieve true equity of opportunity and to erase the gaps in access to health, education, and wealth-building, we must guarantee that people have a choice as to where they live and raise their families. So much of the housing progress we have made and want to make is dependent on the support of local municipalities who are on the front lines helping families fight for housing that meets their needs.
In July 2023, Governor Hochul signed Executive Order 30 creating the Pro-Housing Community Program – an innovative policy designed to reward local governments that are working hard to address New York’s housing crisis.
- **Rome’s Comprehensive Plan Action Plan highlight Goal Four: Housing of Choice:** [Rome-Comprehensive-Plan-Action-Plan.pdf - Google Drive](#). Starting on Page 63, Rome recognizing the importance to create sites for new high quality residential development. Action 4.2 stats “Enhance tax and other financial incentives for reinvestment in rental and owner-occupied residential units.

How affordable housing can boost economies?

- The need for low-income housing is critical. The Continuum of Care letter of support is attached.
- *Affordable Housing Development IS Economic Development:* [Affordable Housing Development IS Economic Development – Hudson Valley Pattern for Progress \(pattern-for-progress.org\)](#)
- [How Affordable Housing Can Boost the Economy - Bloomberg](#)
- For example, the Stanford published a study that analyzed the impact of affordable housing developments across 15 states (including New York State) and found that “*LIHTC development helps revitalize low-income neighborhoods, driving up house prices 6.5%, lowering crime rates, and attracting a more racially and income diverse population.*” *Source: Diamond, R.; McQuade, T. Who Wants Affordable Housing in Their Backyard? An Equilibrium Analysis of Low-Income Property Development. J. Polit. Econ. 2019, 127, 1063–1117.*
- [What Is the Impact of Low-Income Housing on Property Values? - A-Mark Foundation \(amarkfoundation.org\)](#)

**Mohawk Valley Housing and Homeless Assistance Coalition
Utica/Rome/Oneida and Madison Counties Continuum of Care - NY-518**

Collaborative Applicant: United Way of the Mohawk Valley, Inc. www.mvhomeless.org
Steve Darman, Chair: 315-868-2155 // sdarman@mvhomeless.org

November 27, 2023

New York State Office of Mental Health
Empire State Supportive Housing Initiative

Dear Review Committee:

The Mohawk Valley housing and Homeless Coalition supports Soldier On's, request for ESSHI funds to provide support services and to help meet operations expenses for 75 units of supportive housing integrated into a 250-unit newly-constructed, multi-building housing project in Rome, NY. The supportive units will be dedicated to homeless veterans (40 units), frail and elderly (20 units), and for 15 units for victims and survivors of domestic violence that will be developed on a great parcel in South Rome by Pennrose Development, a national developer of affordable housing.

Our CoC region includes both Oneida and Madison Counties where there is a high proportion of those with prior military service as well as a growing number of veterans with unmet housing and support service needs in the western part of Oneida County and in Madison Counties. This project will go a long way toward meeting this need. Our CoC also has no permanent supportive housing units dedicated to domestic violence survivors and a growing population of frail and elderly seniors who are homeless.

Soldier On is a key national provider of affordable housing, shelter, employment and support services for Veterans. Soldier On is member of the Continuum of Care and provides needed services to veterans that are homeless or at-risk of homelessness in the NY-518 region and beyond. Soldier On, the YWCA of the Mohawk Valley and Pennrose share the goal(s) of the Mohawk Valley Housing and Homeless Coalition and the New York State ESSHI program to reduce and end homelessness

Soldier On agrees to participate in the NY-518 Homeless Management Information System for both the veteran and frail and elderly populations and to pay the annual fee for this service, and in YWCA's comparable database for the 15 DV units in this project. Soldier On also agrees to participate in the Coordinated Entry Systems for these populations (with no cost to Soldier On).

This will be the largest supportive and affordable housing project in our CoC to date and the CoC has full confidence in Human Technologies, Pennrose Development, and in Soldier-On to complete and manage this project which is located on an ideal site in South Rome- just south of DePaul's successful Dewitt-Clinton Project on a large parcel of land close to public transportation and to other amenities. We fully support this application for ESSHI funding to include the supportive units proposed by this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen Darman', with a long horizontal line extending to the right.

Stephen Darman, Chair

Rome - Certified Pro-Housing Community(NYS HCR)

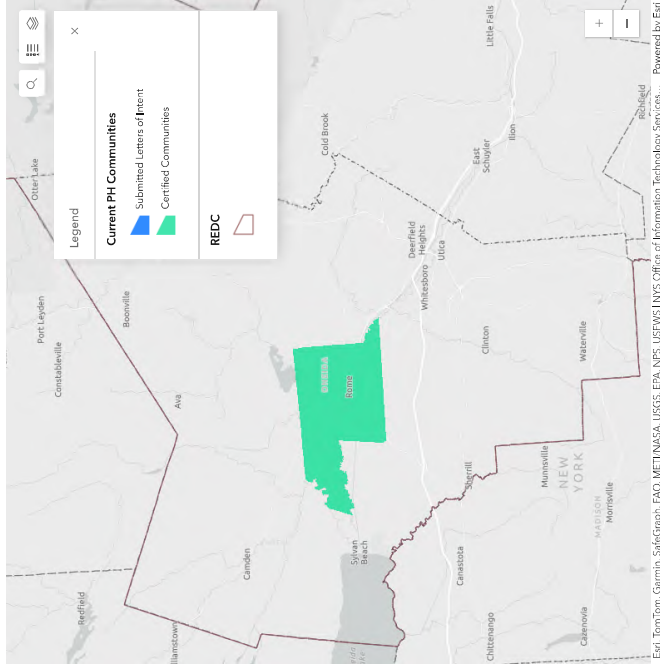
Pro-Housing Communities Update

Submitted Letter of Intent
(As of 8/9/24)

County
All NYS

Select a category
All NYS

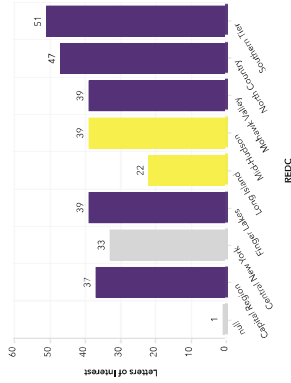
Location of Pro-Housing Communities



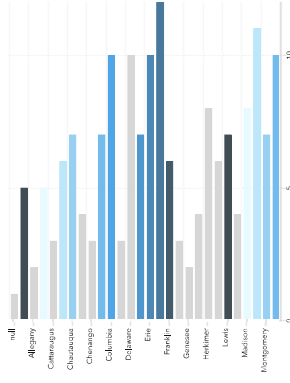
336
submitted letters of intent

162
certified

Letters of Intent by REDC



Letters of Intent by County





 Translate 

Homes and Community Renewal



Pro-Housing Community Program

SECTIONS

Overview
(#overview)

**Current
Pro-
Housing
Communities**
(#current-
pro-housing-
communities)

Overview

New Yorkers of all ages and income levels currently face an intense housing shortage, and the urgent need to take action to address the issue is only growing. In New York State, rents have risen 40 to 60 percent since 2015 and home prices have risen 50 to 80 percent. More than half of New York renters are rent-burdened, meaning that they pay more than 30 percent of their income on rent – the second-highest rate in the nation. Here at HCR, we understand the nexus between supply and affordability. In order to achieve true equity of opportunity and to erase the gaps in access to health, education, and wealth-building, we must guarantee that people have a choice as to where they live and

Webinars (#webinars)	raise their families. So much of the housing progress we have made and want to make is dependent on the support of local municipalities who are on the front lines helping families fight for housing that meets their needs.
Program Requirements (#program-requirements)	In July 2023, Governor Hochul signed Executive Order 30 creating the Pro-Housing Community Program – an innovative policy designed to reward local governments that are working hard to address New York’s housing crisis.
Pro-Housing Submission Requirements (#pro-housing-submission-requirements)	Localities must achieve the “Pro-Housing Communities” certification to apply to key discretionary funding programs, including the <u>Downtown Revitalization Initiative</u> (https://www.ny.gov/programs/downtown-revitalization-initiative), (DRI), the <u>NY Forward</u> program (https://www.ny.gov/programs/ny-forward), the <u>Regional Council Capital Fund</u> (https://esd.ny.gov/regional-council-capital-fund-program), capital projects from the <u>Market New York</u> program, (https://esd.ny.gov/market-new-york-tourism-grant-program), the <u>New York Main Street</u> program (https://hcr.ny.gov/new-york-main-street), the <u>Long Island Investment Fund</u> (https://esd.ny.gov/long-island-investment-fund) (LIIF), the <u>Mid-Hudson Momentum Fund</u> (https://esd.ny.gov/momentum), and the <u>Public Transportation Modernization Enhancement Program</u> (https://www.dot.ny.gov/divisions/policy-and-strategy/public-transportation/funding-sources/modernization-enhancement) (MEP).
Executive Actions on Housing (#executive-actions-on-housing)	
Pro-Housing Community Program Executive Order (#pro-housing-community-program-executive-order)	<p>OFFICE HOURS</p> <p>If you are a local official or staffer working on the application or curious about the program, feel free to pop on to our, weekly office hours.</p> <p><u>Join the Tuesday webex call from 10-11 am</u> (https://meetny.webex.com/meetny/j.php?MTID=mbed99bee5c2d446a6b059282dbf8b350)</p> <p><u>Join the Wednesday webex call from 2-3 pm</u> (https://meetny.webex.com/meetny/j.php?)</p>

housing-
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NEXT SECTION

Continue (#) ↓

Current Pro-Housing
Communities (#)

Current Pro- Housing Communities

For more information on which communities have begun the certification process and for the communities that have been certified, visit our Pro-Housing Communities dashboard, linked below.

For additional Census information on housing statistics for every municipality in New York State, visit the Housing Statistics dashboard, also linked below.



PRO-HOUSING COMMUNITIES DASHBOARD

<https://nyshcr.maps.arcgis.com/apps/dashboards/5cd0>

NEW YORK STATE HOUSING STATISTICS

<https://gcc02.safelinks.protection.outlook.com/?>

[url=https%3A%2F%2Fwww.governor.ny.gov%2Fnew-york-state-housing-statistics&data=05%7C01%7Cwebcontent%40hcr.ny.gov](https://www.governor.ny.gov/new-york-state-housing-statistics&data=05%7C01%7Cwebcontent%40hcr.ny.gov)

The current list of communities who have been certified as Pro-Housing is below:

Capital Region	Long Island	North Country
Albany (city)	Brookhaven (town)	Alexandria (town)
Ancram (town)	East Hampton (town)	Au Sable (town)
Bolton (town)	Farmingdale (village)	Canton (town)
Chatham (town)	Freeport (village)	Canton (village)
Copake (town)	Hempstead (village)	Champlain (village)
Corinth (town)	Long Beach (city)	Chesterfield (town)
Fort Ann (town)	Mincola (village)	Constableville (village)
Ghent (town)	Port Washington North (village)	Harrietstown (town)
Greenwich (town)	Riverhead (town)	Henderson (town)
Greenwich (village)	Sag Harbor (village)	Heuvelton (village)
Guilderland (town)	Westbury (village)	Jay (town)
Hague (town)		Lake Placid (village)
Hillsdale (town)		Lowville (town)
Hudson (city)	Mid-Hudson	Lowville (village)
Johnsburg (town)	Beacon (city)	Lyons Falls (village)
New Lebanon (town)	Croton-On-Hudson (village)	Malone (village)

Philmont (village)	Haverstraw (village)	Massena (village)
Rensselaer (city)	Kingston (city)	Minerva (town)
Schenectady (city)	Kiryas Joel (village)	Newcomb (town)
Scotia (village)	Mamaroneck (town)	North Elba (town)
Stuyvesant (town)	New Rochelle (city)	Ogdensburg (city)
Tannersville (village)	Newburgh (city)	Peru (town)
Troy (city)	Nyack (village)	Plattsburgh (town)
	Peekskill (city)	Port Leyden (village)
	Port Jervis (city)	Saranac Lake (village)
Central New York	Poughkeepsie (city)	Tupper Lake (town)
Auburn (city)	Ramapo (town)	Tupper Lake (village)
Aurora (village)	Red Hook (village)	Waddington (village)
Cazenovia (town)	Red Hook (town)	Watertown (city)
Cazenovia (village)	Shandaken (town)	Willsboro (town)
Chittenango (village)	Sleepy Hollow (village)	
Moravia (village)	White Plains (city)	
Syracuse (city)	Yonkers (city)	Southern Tier
Weedsport (village)		Bath (village)
Oswego (city)		Big Flats (town)
Pulaski (village)	Mohawk Valley	Binghamton (city)

Syracuse (city)	Boonville (village)	Canisteo (village)
Weedsport (village)	Canajoharie (village)	Delhi (village)
	Cobleskill (village)	Dix (town)
	Herkimer (town)	Dryden (town)
Finger Lakes	Herkimer (village)	Dryden (village)
Attica (village)	Ilion (village)	Elmira (city)
Batavia (city)	Marcy (town)	Erwin (town)
Caledonia (village)	Nelliston (village)	Groton (village)
Canandaigua (city)	Newport (village)	Hammondsport (village)
Clyde (village)	Rome (city)	Hector (town)
Dundee (village)	Schoharie (village)	Hornell (city)
Geneva (town)	Sharon Springs (village)	Ithaca (city)
Henrietta (town)		Johnson City (village)
Honcoyc Falls (village)		Margarctville (village)
Irondequoit (town)	Western New York	Montour Falls (village)
Macedon (town)	Angola (village)	Oxford (village)
Newark (village)	Buffalo (city)	Prattsburgh (town)
Ontario (town)	Dunkirk (city)	Roxbury (town)
Phelps (village)	Friendship (town)	Sidney (town)
Rochester (city)	Jamestown (city)	Trumansburg (village)
Seneca Falls (town)	Mina (town)	Urbana (town)
Victor (village)	Olean (city)	Watkins Glen (village)

Williamson
(town)

Orchard Park
(village)

Wayland (village)

Wilson (village)

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Webinars (#)

Webinars

**Pro-Housing Community Program Webinar -
3/6/2024**

Pro Housing Community Program 3/...



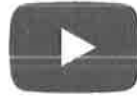
**Pro-Housing Community Program webinar -
1/26/24**

New York State Pro Housing Commu...



Pro-Housing Community Program webinar -
11/29/23

Pro-Housing Community Program W...



NEXT SECTION

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Program Requirements (#)

Program Requirements

Achieving Pro-Housing Community Program certification is now a requirement for municipalities applying to certain discretionary funding programs. Municipalities can apply for certification based on successful support for housing growth in the past and/or stating a commitment to addressing slow housing growth moving forward. .

Municipalities must submit specific information to HCR to be designated as a “Pro-Housing Community”. To begin the process, municipalities should send a letter of intent from an authorized official to the program email at prohousing@hcr.ny.gov (<mailto:prohousing@hcr.ny.gov>). If you do not hear back from the program within five (5) business days after submitting your letter of intent, please reach out to the above email address.

Next, all applicants will fill out templates provided below to document and verify local zoning codes and information detailing local

housing permit approvals over the past five years.

There are two ways to achieve certification. First, if your municipality can show through the permitting documentation that they have approved either:

- Permits increasing their housing stock by 1% (downstate) or 0.33% (upstate) over the past year OR
- Permits increasing their housing stock by 3% (downstate) or 1% (upstate) over the past THREE years,

And the full data submission is complete, HCR will review and notify the municipality of their certification within 90 days.

For localities that have not seen housing growth, they can still be certified as a Pro-Housing Community by submitting their data and having the municipal governing body pass the Pro-Housing Resolution (linked below). The resolution must be passed as written in order to qualify for the program. After the municipality submits the executed resolution and the data has been reviewed, they will be notified of their certification within 90 days.

HCR will review program applications on a rolling basis, providing approval or denial within 90 days of submission. Localities must resubmit their housing permit data and any updates to their zoning on an annual basis by the end of Q1 (March 31) of the next year to remain certified and qualify for prioritization.

The 2024 deadline for the Consolidated Funding Application (CFA), which includes the Regional Council Capital Fund and Main Street New York, is currently open. The deadline for applying to the current round of the CFA is July 31st. Applicants must have submitted all required Pro-Housing documentation to HCR prior to this date.

Pro-Housing Submission Requirements (#)

Pro-Housing Submission Requirements

Step 1: Submit a letter of intent from an authorized official to HCR at prohousing@hcr.ny.gov (<mailto:prohousing@hcr.ny.gov>). Once HCR receives the letter of intent, the team will send the municipality the link to submit the documentation.

Submission Requirements: Option 1

- Zoning map file in a format readable by standard GIS software (shapefile, etc.)
- [Zoning Code Summary \(/pro-housing-community-zoning-code-summary\)](#)
- [Housing Planning and Building Permit information from prior five years \(2018-2022\)](#) (<https://hcr.ny.gov/system/files/documents/2024/07/permit-data-template.xlsx>) [RK(1)](#_msocom_1). *Note that this template includes the documentation of growth by 1% in the last year or 3% in the last three years (Downstate) or 0.33% in the last year or 1% in the last three years (Upstate)*

Submission Requirements: Option 2

- [Executed Pro-Housing Community Resolution by relevant governing body](#) (<https://hcr.ny.gov/model-pro-housing-resolution-august-2023>) (town/village council, board, etc.). Must be adopted as written.

- Zoning Map File in a format readable by standard GIS software (shapefile, etc.)
- [Zoning Code Summary](#) ([/pro-housing-community-zoning-code-summary](#))
- [Housing Planning and Building Permit information from prior five years \(2018-2022\)](#) (<https://hcr.ny.gov/system/files/documents/2024/07/permit-data-template.xlsx>) [RK(2)] (# msocom 2)

As your municipality completes the required documentation, you may upload the files to HCR at the link provided after your letter of intent.

Additional Information

- Read the one-page summary of the program [here](#) (<https://hcr.ny.gov/pro-housing-communities-summary-one-pager-august-2023>).
- Instructions for the zoning code summary are [here](#) (<https://hcr.ny.gov/zoning-template-instructions-august-2023>); instructions for the planning/permit summary are [here](#) (<https://hcr.ny.gov/permit-template-instructions-august-2023>)
- Read the Frequently Asked Questions [here](#) (<https://hcr.ny.gov/pro-housing-communities-faq>).
- HCR will schedule a webinar to review the program and how to complete the documentation in September; the recording will be posted here afterwards.
- If you have specific questions, you can email the team at prohousing@hcr.ny.gov (<mailto:prohousing@hcr.ny.gov>).

NEXT SECTION

Continue (#) ↓

Executive Actions on Housing (#)

Executive Actions on Housing

- Governor Kathy Hochul has laid out a bold vision to address New York’s housing crisis by increasing the housing supply, and she remains committed to working with the Legislature to make the State more affordable and more livable for all New Yorkers.
- The actions laid out in Executive Order 30 included a program to advance residential projects halted by the expiration of 421-A that include affordable housing in the Gowanus neighborhood in Brooklyn; the establishment of the Pro-Housing Community certification; a requirement that all State entities identify the potential for their state-owned lands to support housing; recent and forthcoming regulatory initiatives to identify opportunities for greater efficiencies to promote housing growth; and the launch of a new, interactive portal to collect and share community-level housing and zoning data and information on an ongoing basis.
- Read more: <https://www.governor.ny.gov/programs/t-executive-action-housing>
(<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.governor.ny.gov%2Fprograms/t-executive-action-housing&data=05%7C01%7Cwebcontent%40hcr.ny>)

Pro-Housing Community
Program Executive Order (#)

Pro-Housing Community Program Executive Order

Governor Hochul's 2023 Executive Order directing State Agencies, Authorities, and Entities to prioritize the allocation of certain discretionary funds to those localities that promote the construction of housing.

To read the Governor's Executive Order, visit: <https://www.governor.ny.gov/executive-order/no-30-directing-state-agencies-authorities-and-entities-prioritize-allocation> (<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.governor.ny.gov%2Fexecutive-order%2Fno-30-directing-state-agencies-authorities-and-entities-prioritize-allocation&data=05%7C01%7Cwebcontent%40hcr.ny.go>)

Homes and Community Renewal

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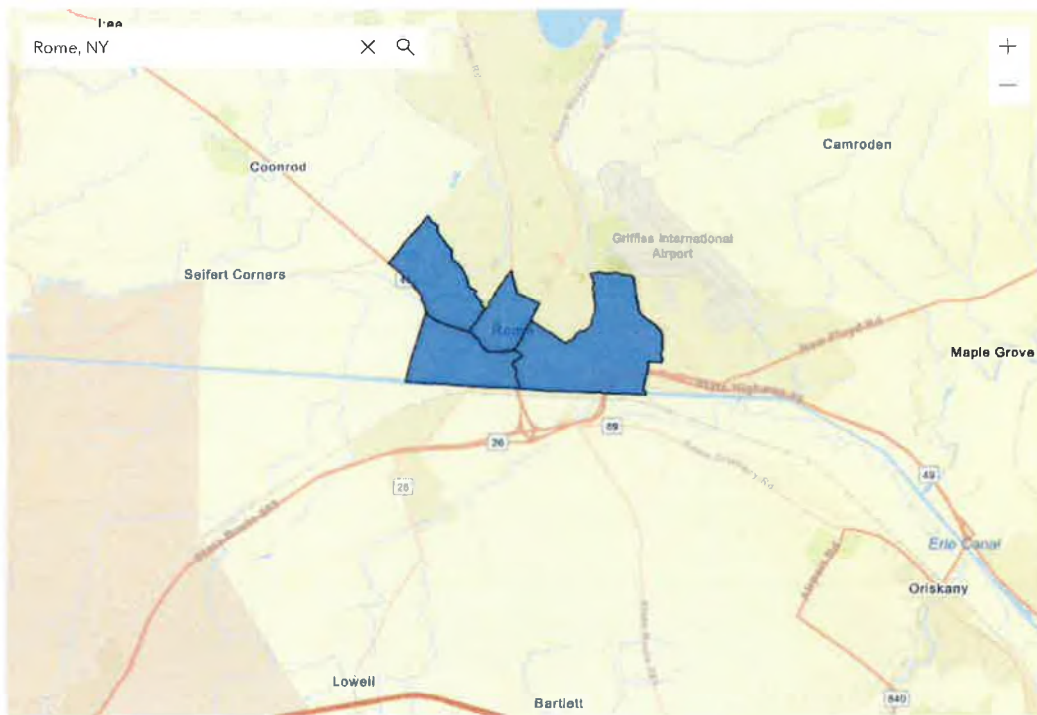
Disadvantaged Communities

New York State is undertaking the most ambitious effort in the U.S. to meet the challenge of climate change. New York's Climate Act recognizes that climate change doesn't affect all communities equally. The Climate Act charged the Climate Justice Working Group (CJWG) with the development of criteria to identify disadvantaged communities to ensure that frontline and otherwise underserved communities benefit from the state's historic transition to cleaner, greener sources of energy, reduced pollution and cleaner air, and economic opportunities.

The CJWG finalized the disadvantaged communities criteria on March 27, 2023. Communities meeting the criteria can be identified with the map below and a list of census tracts that meet the disadvantaged community criteria can be found [here PDF](#). Additional detail on the disadvantaged communities criteria can be found on the [Climate Act Website](#) under the "Disadvantaged Communities Criteria Documents" section.

The interactive map below identifies areas throughout the State that meet the disadvantaged community Criteria as defined by the Climate Justice Working Group. Use the map to determine if an address is located in a disadvantaged community. You can either:

1. Enter an address in the search address box
2. Zoom in/out to identify portions of counties, cities, town and neighborhoods



For more information on the criteria, please visit the [Climate Act website](#).

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View Geographic

Across

Day to Serve Layers (2022-2024)

Rural/High Needs Regions

Rural

High Need Regions

Middle Appalachia

Lower Appalachia Delta

Persistent Poverty Counties

Collins

Resident Economic Diversity

Areas of Concentrated Poverty

Qualified Census Tract

Racially or Ethnically Concentrated Area of Poverty

High Opportunity Areas

Qualified Allocation Plan

Difficult Development Area (DDA)

Other Geographic Layers

Opportunity Zones

Addresses

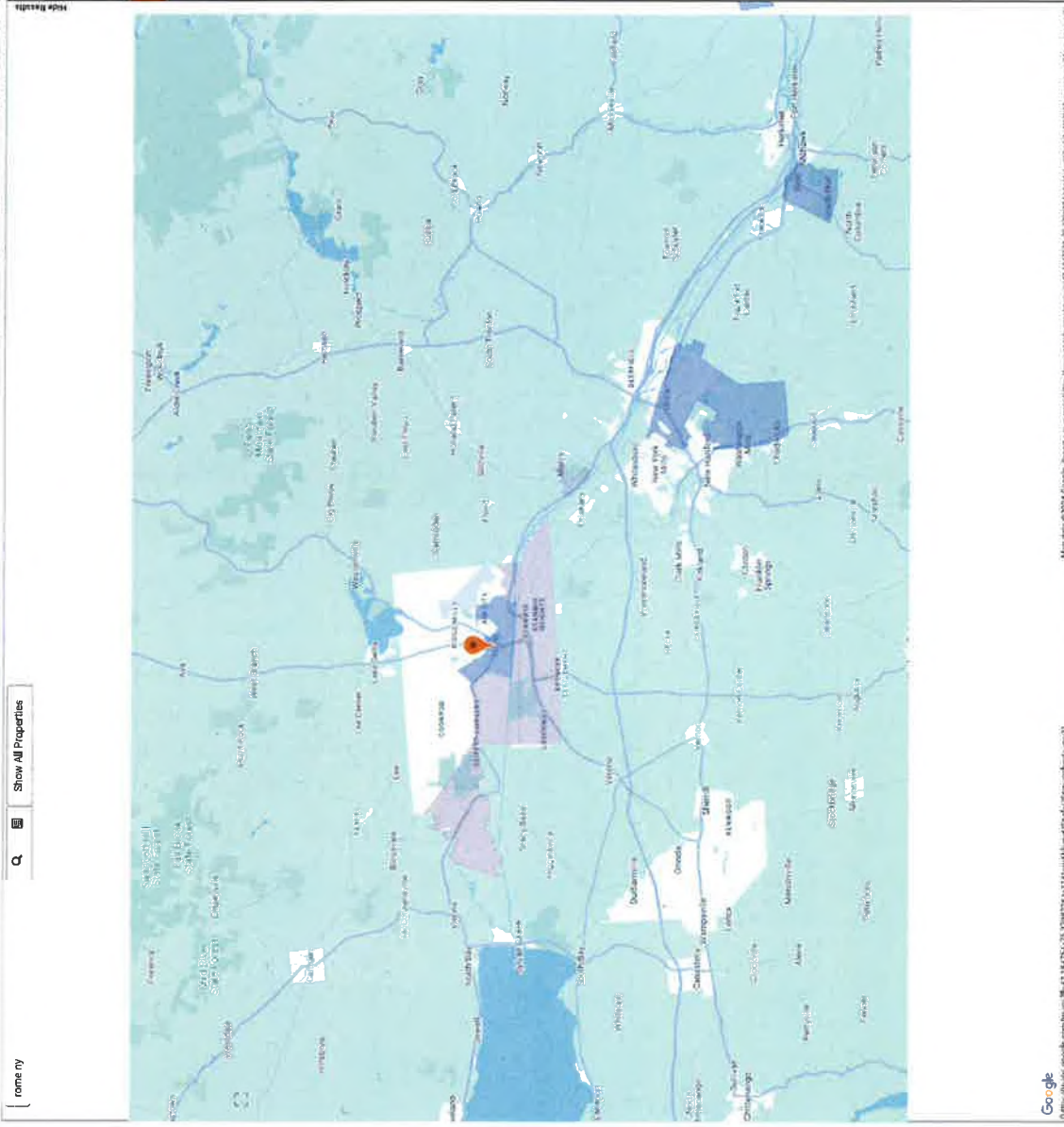
Export all addresses to CSV (limited to 100)

Include vacant lots in search report

Export

Properties Found

Rome, New York



rome, ny

Show All Properties

Search

Subsidy Type

Low Search engines listed on 'New Geographic Area'

Section 8

Section 202

Section 236

LIHTC

FHA

HUD S15

HUD S28

HOME

Public Housing

State

Number of Units

Min Max

Year Built (YYYY)

From To

* Most of the properties do not have parcel IDs, so search results may be significantly reduced

Include only active housing?

Search

Clear

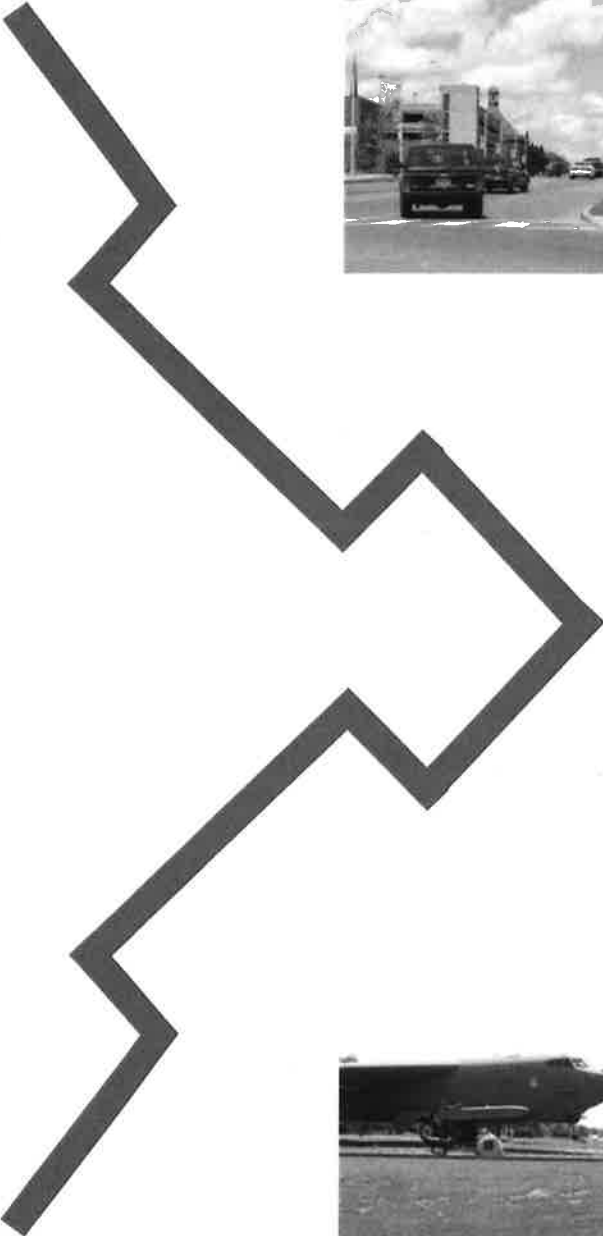
All search and report information listed above is sourced from the National Housing Preservation Database (NHD) (https://www.preservation.org)

The geographic boundaries for the Day to Serve Areas are defined by the Federal Housing Finance Agency (FHFA) (https://www.fhfa.gov). For more information, see the Day to Serve (DTS) report on HUD's web site (https://www.fhfa.gov/data/reports-and-data/spotlights/day-to-serve-report)

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City of Rome

Comprehensive Plan

Action Plan



Goal Four: Housing of Choice

The city of Rome will enjoy and offer unparalleled housing choice and quality to residents of all ages and backgrounds by rewarding reinvestment and assertively enforcing city codes

Rome will promote vibrant neighborhoods city-wide by encouraging reinvestment in existing homes and accommodating a wide range of housing development options for residents of all income groups. The city will stimulate the development of new market rate housing, improve the quality of rental housing and facilitate density reduction in targeted neighborhoods.

The city must understand that maintaining a high quality of life in residential neighborhoods is critical to attracting the niche companies the city and its economic development partners are seeking. Demolishing blighted properties, making improvements to historic structures, making land available to abutting property owners and creating pocket parks or off street parking areas should be considered. Rome's built environment accommodated a peak population considerably higher than that of today. Population loss has occurred at a much faster pace than building and structure loss.

No community that loses twenty percent of its population can be expected to avoid a housing crisis. In Rome's case that crisis is reflected in a high vacancy rate, limited new housing development, deferred maintenance, neighborhood blight, and loss of historic character. As the city's population has become increasingly income stratified, with a greater percentage of low and moderate income families, some neighborhoods have seen rapidly shrinking rates of home ownership and significant conversion activity to create more multi-family rental units.

Action 4.1 Create sites for new high quality residential development through land use policies, land banking, demolition of former base housing and other appropriate tools

The closure of Griffiss Air Base resulted in significant vacant housing stock, including city-wide vacancy rates of 15% for rental units; 3% for owner-occupied units and a 30% decrease in home values. While vacancy rates are high, particularly for rental units, Rome has few high-quality "mid-market" options suitable for the employees of high tech firms its economic development partners are working to attract.

Local economic development professionals have identified the absence of high-quality rental property in the middle and upper income categories as a core challenge in attracting new businesses. The quality of rental property is identified as an obstacle by many corporate leaders and workers considering Rome as a business location. As the city expands its array of technology companies, the lack of product mix will also be a problem for newly recruited knowledge workers who use rental property, especially townhomes and condominiums, on a transitional basis until they purchase their first home in the community.

To maximize the potential benefits of economic growth, Rome needs to attract not only firms, but their employees and families as residents. The city's zoning and land use policies will support the development of new high-quality single- and multi-family

housing sites. The new zoning ordinance will create opportunities for new housing development and provides for the development of attached single family (townhome) development as of right or under a Planned Development District in any of the city's residential neighborhoods.

The former Woodhaven base housing provides an ideal opportunity to meet mid-market housing needs. Since the base closure in 1995, these vacant structures have not been maintained or stabilized, and many have deteriorated beyond repair. Demolition of the entire development would provide a significant 73+ acre housing development area that would meet the needs of a market that Rome currently does not serve. Assuming a development density of 2-3 units per acre, and loss of approximately 30% of land area for infrastructure, this area could accommodate approximately 100 to 150 new residential structures.

Time Frame:	Medium to long term
Stakeholders/partners:	City of Rome, private housing developers
Estimated costs:	Demolition: \$3.5 million (\$13,000/unit) Development: \$10,000,000 - \$15,000,000 (\$100,000 per unit)
Potential funding sources:	Federal Home Loan Banks' Affordable Housing Program, the Affordable Housing Partnerships' Affordable Home Ownership Development Program and the Community Investment Program, the NYS Division of Housing and Community Renewals' HOME Program, and the US HUD Community Development Block Grant

Action 4.2 Enhance tax and other financial incentives for reinvestment in rental and owner-occupied residential units

Increased investment in existing residential properties is critical to the health of the city's neighborhoods and tax base. Many neighborhoods, particularly those with a high proportion of rental properties, are suffering from blight and decay. One tool to address this issue is the city's Neighborhood Improvement Program. This program provides funding to rehabilitate substandard housing and bring units into compliance with New York State Building Codes.

The program primarily targets neighborhoods in which more than half of residents are low income. Only owner-occupied structures are eligible for assistance. The HomeOwnership Center, a non-profit organization serving Oneida and Herkimer Counties, also provides rehabilitation assistance to low-income homeowners in Rome by providing low-interest home improvement loans. These efforts have contributed to the rehabilitation of over 1,500 units since their inception.

To address substandard housing conditions, the city's existing Neighborhood Improvement Program will be augmented. Specific neighborhoods will be targeted for assistance each year to maximize the impact of the city's investment. Where appropriate, the city will target the same neighborhood for both the Real Property and Neighborhood Improvement Programs in the same year to encourage significant improvement in a single area. To supplement these efforts, Rome will investigate funding sources to develop a rehabilitation program for rental units.



Goal Four: Housing of Choice

The city will work to reduce vacancy rates and oversupply of units through recruitment of new residents, conversion of multi-unit structures and selective demolition of dilapidated units. Rome will work to reduce the percentage of absentee owners of investment property through conversion to homeownership, concentrated code enforcement, neighborhood organization pressure, and incentives for local residents to own investment property.

In addition to assistance programs, Rome offers tax incentives to property owners to encourage investment in residential properties. The city has implemented the New York State 421(f) tax relief program. This tax incentive program provides an exemption for the increase in value resulting from a capital improvement that costs \$3,000 or more and increases a property's value by at least \$5,000. The incentive can be used for buildings that are at least five years old and is limited to the first \$80,000 increase in value. Upon application to the assessor, the property owner may receive a 100% exemption on the increased assessed value of the property resulting from the improvement for the first year. The exemption decreases by 12.5% every year for seven years.

Rome has also adopted the NYS Real Property Tax Law 485(b) tax credit program and the historic building rehabilitation tax incentive.² This program allows the city to give a property owner a 50% tax exemption on the increase in assessed valuation in the first year after an improvement has been made, decreasing at 5% per year for a period of ten years.

The city offers these tax incentive programs, but they are not widely advertised. The city will prepare a simple brochure targeted to property owners considering home improvements. The brochure will describe the program benefits and other benefits of property improvements and resulting neighborhood enhancement. The brochure will be mailed to property owners throughout the city, be made available locally at hardware and home improvement stores, home improvement contractors and other appropriate locations. The city codes office will give the brochure to individuals applying for permits for residential improvement projects.

Time Frame:	Short term and ongoing
Stakeholders/partners:	City of Rome, Rome Clean and Green, Mohawk Valley Community Action Agency, Property Owners, Residents
Estimated costs:	\$400,000
Potential funding sources:	US HUD Community Development Block Grant, NYS Division of Housing and Community Renewal's HOME Program, Housing Development Fund program, and Residential Emergency Services to Offer (Home) Repairs to the Elderly (RESTORE), the UD Department of Agriculture's (New York Rural Development Rural Housing Services) Homeownership Loans, Rural Rental Housing Loans, Home Improvement and Repair Loans and Grants, and Housing Preservation Grant Program

² This tax incentive is technically an amendment to the New York State Real Property Tax Law.

Action 4.3 *Encourage the formation of a non-profit housing organization as a tool to expand housing development capacity*

The Neighborhood Improvement and HOME Programs have created significant results, but more is needed to reverse the decline of Rome's neighborhoods, and the city does not have the resources or capacity to complete this effort alone. The city recognizes the complexity of widespread neighborhood revitalization efforts and the need to partner with grassroots organizations and neighborhoods to correctly identify needs, investigate resources, and take specific actions to recapture pride and preserve the city's unique identity.

The city has identified the need for a non-profit organization to address its specific housing and neighborhood preservation issues. Rome is working to support local efforts to create a Neighborhood Preservation Company. Rome Clean and Green, a local volunteer organization that has shown considerable capacity and a growing record of successful community renewal efforts, submitted an application to New York State Division of Housing and Community Renewal to become a Neighborhood Preservation Company. The city assisted with application preparation and provided letters of support.

If funded, the Neighborhood Preservation Company will focus on Rome's downtown and central city neighborhoods, working to eliminate blight and decay and stimulate reinvestment and community pride. It will work with the city and other existing organizations such as Utica Neighborhood Housing Service and Mohawk Valley Community Action.

The approach will target specific blocks of neighborhood and commercial areas to rehabilitate, one house or structure at a time, building on the efforts of the city's Neighborhood Improvement and Real Property Programs. The organization seeks to leverage funding and manage partnerships between elected officials and business and civic leaders to return some of the 140+ properties that the city now owns to productive use and to encourage property donations from private owners for rehabilitation and sale. Special funding programs and lending rates will enable the organization to remodel and sell the buildings at competitive prices to residents and businesses to get them back on the tax rolls.

Once formed, the Neighborhood Preservation Company should work to develop a local collaboration of banking and other lending entities to offer discounted fees and downpayment requirements. It should also be considered as the operating agency for the "Houses to Homes" initiative described in action 4.4.

The city will work closely with the newly formed housing organization to complete a formal market assessment to determine optimum product for affordable and market rate housing including use of manufactured home products. Part of this effort should focus on identifying strategies that enable people to age in place in the community, and the development of market rate or mixed income senior housing. It is possible that such housing for seniors could be developed in surplus elementary schools or the former Rome Free Academy building and site.

Time Frame: Short term
Stakeholders/partners: City of Rome, Rome Clean and Green, Local Banks, Local Realtors



Goal Four: Housing of Choice

Estimated costs: \$65,000 annually for administration
Potential funding sources: NYS Division of Housing and Community Renewal, Federal Home Loan Bank's Affordable Housing Program, the Affordable Housing Partnerships' Affordable Home Ownership Development Program and the Community Investment Program, NYS Division of Housing and Community Renewal's HOME Program, and US HUD Community Development Block Grant

Action 4.4 Support the efforts of a non-profit housing organization to develop and implement a "Houses to Homes" initiative to maximize the rate of homeownership

This initiative will promote homeownership and a high level of accountable local ownership of investment property as critical variables in the stabilization of neighborhoods. The city will work to maximize the rate of homeownership by providing ongoing financial support to capitalize and operate the owner-occupied housing rehabilitation loan fund and provide direct assistance to qualified homebuyers.

The housing organization will explore development of employer-sponsored homeownership incentives with the school district, hospital and other major employers. City staff will participate in a series of community conversations with these institutions about their interest and ability to offer financial and other support for employees to purchase and rehabilitate a home near their workplace. An appropriate action plan to implement these programs will be developed or refined.

The program will encourage homeownership by supporting existing homebuyer incentive programs and homeownership education programs. Mohawk Valley Community Action operates Rome's HOME Program, a low-income homebuyer program, with funding from the city. This program provides assistance to help offset the cost of purchasing a home in the city. Homebuyer incentive programs provide financial assistance to residents for down payment and closing costs, making home prices more affordable. Homeowner education programs provide prospective buyers with information about a wide range of housing issues including home buying, home maintenance financing and budgeting. The city will actively promote the efforts of the HOME Program.

Time Frame: Short term
Stakeholders/partners: City of Rome, Mohawk Valley Community Action Agency, local banks, local realtors
Estimated costs: \$400,000 Homeownership Assistance
\$300,000 for incentive grants
Potential funding sources: Federal Home Loan Banks Affordable Housing Program, the Affordable Housing Partnerships' Affordable Home Ownership Development Program and the Community Investment Program, NYS Division of Housing and Community Renewal's HOME Program, US HUD Community Development Block Grant

Action 4.5 Facilitate location of professional offices, live/work space and artist studio space in the predominantly residential neighborhood immediately north of downtown

The residential neighborhood immediately north of Rome's central business district consists mostly of large older homes, many of which have been converted into apartments, retail space and offices. During the planning process, this area was identified by many residents as "the Heart of Rome," an area that until recently was a healthy, strong neighborhood that exemplified what was good about living in Rome. Since the base closure, the neighborhood has experienced high vacancy rates resulting in spot blight and a perception of safety problems due to an increase in nuisance issues such as noise and garbage.

This neighborhood includes the Bellamy-Gansevoort Historic District, which has numerous historically significant buildings. Preservation of this neighborhood is critical to preserving the historic character of Rome, and the current housing market cannot support all of the units in this area. The city will create a new zoning district to allow a mix of residential and professional/arts uses in this neighborhood. The goals of this strategy will be to increase investment in the area, reduce the inventory of housing units and provide space for small businesses, professionals and artists in close proximity to downtown.

In the future, additional properties in the district that are acquired by the city through tax foreclosure may be converted into suitable space and sold to artisans or owner occupants with an artist/loft rental.

Time Frame: Short term
Stakeholders/partners: City of Rome
Estimated costs: Included in the zoning update
Potential funding sources: City of Rome

Action 4.6 Encourage Residential Reuse of Historic Structures

The city and its historic preservation partners will provide historic preservation-related technical assistance to both existing and prospective property owners in Rome. Services for existing and prospective property owners would include information about:

- The range of existing incentive programs for property rehabilitation (paint programs, facade programs, etc.)
- Information about negotiating the city's planning and zoning permit and review processes
- Status reports on new or pending incentive programs (such as the state and federal historic homeowner tax credits)
- Where property owners can get design assistance and replacement parts for missing historic building elements
- Hiring an architect or contractor
- What it means to be in a historic district (National or State Register listed and local)



- Marketing older and historic homes for sale
- Researching your historic house
- Building conservation techniques

Additional services for prospective property owners (and realtors working in Rome's historic neighborhoods) could include distribution of materials about the history of Rome, its neighborhoods and buildings; amenities and services in various neighborhoods of Rome (churches, community groups and services, restaurants, schools; stores, public transportation etc.).

Time frame:	Short term
Potential stakeholders/partners:	City of Rome, historic preservation organizations, NYS Preservation League, National Trust for Historic Preservation
Estimated costs:	\$5,000 for outreach materials and staff time to coordinate the effort
Potential funding sources:	NYS Preservation League, National Trust for Historic Preservation

Action 4.7 Implement zoning changes to prohibit conversions of residential property from single family to multi-tenant and regulate the development or expansion of accessory uses

The city of Rome has a significant over-supply of housing, particularly rental housing. With nearly a 15% rental vacancy rate, the market would not support the creation of additional rental units. Past practices have allowed for converting single- and two-family residential properties into apartments, thereby increasing the number of units in the city without increasing the population or demand for such units.

The community has identified these converted homes as contributing to the deterioration of Rome's housing stock and values. While the city would prefer homes to be owner-occupied, it also recognizes the need for affordable housing options and does not intend to limit those options. However, the city also recognizes the need to stabilize housing values and reduce oversupply of housing units in Rome today.

The city will establish zoning policies that discourage the conversion of single- and two-family homes into multi-family residences. New zoning policies, coupled with housing programs that promote owner-occupancy and maintenance of single family homes (see housing-related actions) will provide Rome with several tools for stabilizing the housing market.

Time frame:	Short term
Potential stakeholders/partners:	City of Rome
Estimated costs:	Included in the zoning update
Potential funding sources:	City of Rome

MEMORANDUM

TO: Oneida County Industrial
Development Agency
Board of Directors

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

FROM: Linda E. Romano, Esq.

DATE: August 12, 2014

RE: Financial Assistance for Housing Projects

Dave Grow requested we prepare a memorandum outlining the outside parameters of what financial assistance industrial development agencies are authorized to grant to housing projects under Article 18-A of the New York State General Municipal Law (the "GML").

First, we would like to clarify that we are addressing commercial housing projects only, and not continuing care retirement communities. The GML has a separate provision for continuing care retirement communities that involve meeting conditions of the Public Health Law, and we are not addressing any such projects here.

For a housing project to qualify as an eligible project under the GML, it must constitute a commercial project. While there is no definition of a "commercial project" in the GML, it is relatively easy for a board to determine whether a project is serving the commercial market. If the project is a for-profit project, it is likely a commercial project.

Once it has been determined that a project is a commercial project, the IDA must determine whether it is eligible for financial assistance. There is a dearth of case law on the subject. The controlling guidance is contained in New York State Comptroller Opinion No. 85-51 (copy attached), which addresses whether construction of an apartment complex is a proper project for industrial development agencies. The Opinion states in pertinent part:

"To qualify for financial assistance a project should be one which promotes employment opportunities and prevents economic deterioration in the area served by the industrial development agency."

Again, the GML does not provide much guidance as to how to satisfy these conditions. The parameters are quite broad, leaving it up to each industrial development agency to create its own policy. It is important to note that a court cannot second guess what a reasonable board determines is eligible for financial assistance, so long as the board has set forth clearly the reasons for supporting the project and is able to link that determination some form of factual evidence, such as an independent market study.

Supporting the contention that a project “prevents economic deterioration” seems to be a standard that is readily apparent – if an independent marketing study identifies a type of housing needed for a region to meet its stated economic objectives, it would be appropriate for an industrial development agency to assisting in filling that need. Certainly the recommendations that will be contained in the 20/20 Vision Study will serve as a tangible evidence of the housing demand needed in this region, and it would be appropriate for this IDA to support a housing project that fills that need.

Supporting the contention that a project “promotes employment opportunities” is also very broad, and can be interpreted literally (e.g., the project is creating employment at the project site through a manager or other on-site staff) or extended to other indirect means of supporting employment. An example of indirect employment opportunities would be a project that provides housing that would serve as an incentive to attract a major employer to the area.

In the past, this board has granted financial assistance to housing projects that offer a public component, such as extending a sewer line that will benefit not only the project but also the community. This is an excellent example of both promoting employment opportunities and preventing economic deterioration.

In our opinion, the GML offers broad parameters for IDAs to grant financial assistance to housing projects. In fact, the New York State Economic Development Council recently performed a survey of industrial development agencies, which revealed that several IDAs are supporting housing projects, based on a wide variety of criteria. If this IDA creates a policy that identifies one or more tangible conditions that a housing project must meet, and those conditions can be tied to factual evidence, and if the IDA is consistent in applying that policy, it is allowed to provide financial assistance to any commercial housing project.

LER/lsr

TO: OCIDA Board Members

FROM: Linda E. Romano, Esq.

DATE: August 29, 2024

RE: Copper Village Project

We reviewed the Application for Financial Assistance relating to the above referenced project and would like to confirm eligibility under General Municipal Law and treatment under the IDA's Uniform Tax Exemption Policy (UTEF).

Qualification of Project

General Municipal Law does not specifically define housing as a classification in the statute, but there is a NYS Comptroller opinion that confirms an apartment complex qualifies as a "commercial project" if the IDA can make the finding that the project is one that "promotes employment opportunities and prevents economic deterioration in the area served by the IDA." I am attaching a 2014 memorandum we prepared for the board that addresses this subject in detail.

This applicant has represented that the Project will advance the *Rome Rises* initiative, it will provide workforce housing, and will also include a daycare to support working families. You may find other evidence upon your review. We encourage the board to engage in a detailed discussion on the public record to support the finding. We have included the finding in the inducement resolution, but if you feel you need additional information or evidence you should feel free to request it.

PILOT Payments

OCIDA adopted a Housing Policy that provides for PILOT Payments based upon a set of scoring criteria; the most generous PILOT is for 10 years and is based on a formula. This project is requesting two PILOT Agreements for separate phases of the Project. One is a 33 year PILOT and one is a 32 year PILOT, during which time it would make fixed payments.

It is our experience that affordable housing projects that seek financing through NYS HFA are required to secure a PILOT Agreement for the length of the loan. This applicant has confirmed the same.

General Municipal Law requires an IDA to cite specific reasons it is deviating from its policy, and provide those reasons to the affected tax jurisdictions so they have an opportunity to provide comments prior to the final authorizing resolution. The

inducement resolution contains reasons that are proposed by staff, but the members should feel free to discuss other reasons why you feel the project supports the financial assistance. We encourage the board to engage in a detailed discussion on the public record to support the reasons for deviating.

Sales Tax Exemption

This applicant is not requesting sales tax exemptions.

Mortgage Recording Tax Exemption

This applicant is not requesting mortgage recording tax exemptions. It is our experience that projects that seek NYS HFA financing are better off utilizing the State's mortgage recording tax exemption because it is exempt from 100% of taxes while the IDA is not exempt from the special transportation tax paid to CENTRO.

The above analysis is intended to offer an overview of what is consistent under the UTEP. The UTEP provides the IDA sole discretion to deviate from policy on a case by case basis, and further provides that deviations from UTEP shall be infrequent.

Jeffrey W. Davis
Partner

August 19, 2024

VIA ELECTRONIC MAIL
VIA OVERNIGHT MAIL

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

Re: Above Grid Rome Solar LLC – Revised Construction Timeline

Dear Ms. Papale:

As you know, Above Grid Rome Solar LLC (the “Company”) closed on a straight-lease transaction (the “Transaction”) with the Oneida County Industrial Development Agency (the “Agency”) in connection with development of a five (5) megawatt solar-powered electric generating facility (the “Project”) in the City of Rome as of January 5, 2024.

As detailed in its application for financial assistance to the Agency, the Company originally planned to complete Project construction by December 2024. Since closing with the Agency, the Company has been working to secure construction debt financing, which they recently obtained, and can now sign the EPC contract and move forward to pull the necessary building permit. As a result of this financing process, the Company was unable to pull the building permit by July 31, 2024 and as such, are requesting an amendment to the Transaction documents to reflect a revised commercial operation date of September 2025.

Should you have any questions or wish to discuss further, please reach out to me directly. Thank you for your time and attention to this request.

Very truly yours,

/s/ Jeffrey W. Davis

Jeffrey W. Davis

**Resolution to Amend PILOT Agreement
Above Grid Rome Solar LLC
(Rome Taberg Road Solar) Facility**

Date: September 5, 2024

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on September 5, 2024, 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 Above Grid Rome Solar LLC (Rome Taberg Road Solar Project) and authorizing an amendment to the PILOT Agreement.

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

Voting Aye

Voting Nay

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

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

WHEREAS, the Company leases the Facility to the Agency pursuant to a Lease Agreement (the "Lease Agreement") and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

WHEREAS, the Company and the Agency entered into a Payment-In-Lieu-of-Tax Agreement (the "PILOT Agreement") that provides for payments in lieu of real estate taxes to be made by the Company for a period of 25 years; and

WHEREAS, the Exemption Years in the PILOT Agreement were based on the representation by the Company that it expected a building permit to be issued on or prior to the taxable status date of July 30, 2024; and

WHEREAS, the New York State assessment model for solar projects requires that a building permit be issued before an assessor can assign an assessment to a solar array; and

WHEREAS, the Company has submitted a letter to the Agency detailing the reasons why a building permit has not yet been issued and has requested the Agency amend the Exemption Years to delay PILOT Payments for one (1) year (the “PILOT Amendment”) such that the full twenty-five year PILOT schedule can be realized.

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 PILOT Amendment 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 PILOT Amendment 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 September 15, 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 authorize the PILOT Amendment; and

(h) The PILOT Amendment, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the parties agree to amend the Exemption Years for PILOT Payments to commence with the 2025 taxable status date.

Section 2. In consequence of the foregoing, the Agency hereby determines to amend the Exemption Years, conditioned upon payment by the Company of the Agency's transaction fee and the fees and disbursements of transaction counsel.

Section 3. The Agency is hereby authorized 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 PILOT Amendment, subject to approval by Agency Counsel, is hereby approved.

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 PILOT Amendment, 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.

[end of resolution]

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

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

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on September 5, 2024 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.

IN WITNESS WHEREOF, I have hereunto set my hand on September 5, 2024.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Secretary (Assistant Secretary)

**Authorizing Resolution
GLDC Licenses to Displaced Rome
Businesses**

Date: September 5, 2024

At a meeting of the Oneida County Industrial Development Agency (the “Agency”) held at 584 Phoenix Drive, Rome, New York on September 5, 2024, 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 licenses from Griffiss Local Development Corporation to businesses that were impacted by the July 2024 tornado.

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 A SHORT-TERM LICENSE OR LICENSES FROM GRIFFISS LOCAL DEVELOPMENT CORPORATION TO BUSINESSES IMPACTED BY THE JULY 2024 TORNADO AND AUTHORIZING THE AGENCY TO EXECUTE RELATED DOCUMENTS WITH RESPECT TO FACILITIES 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”) several buildings located within the Griffiss Business and Technology Park, City of Rome, New York (the “GLDC Facilities”); and

WHEREAS, in July 2024 the City of Rome business district sustained significant tornado damage and numerous local businesses were displaced and adversely affected (the “Displaced Businesses”); and

WHEREAS, in an effort to provide some assistance to the Displaced Businesses, GLDC is planning to make available certain vacant space within the GLDC Facilities (the “Vacant Space”) on an emergency, short-term basis by entering into three (3) month license agreements (the “License Agreements”); and

WHEREAS, under the terms of the various leases between OCIDA and GLDC, GLDC is required to obtain the consent of the Agency prior to licensing or subleasing any portion of the GLDC Facilities (including the Vacant Space) to a third party; and

WHEREAS, GLDC is requesting the Agency consent to such License Agreements to the Displaced Businesses in the GLDC Facilities, subject to certain conditions.

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 GLDC Facilities constitute a “project”, as such term is defined in the Act; and

(c) Consenting to the License Agreements 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 License Agreements is reasonably necessary to induce the Displaced Businesses 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 License Agreements to the Displaced Businesses.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the License Agreements to the Displaced Businesses; and (ii) execute the License Agreements to the extent necessary to acknowledge its consent.

Section 3. The form and substance of the License Agreements are hereby approved, conditioned upon (a) GLDC notifying the Agency of the name and business purpose of each Displaced Business to allow Agency counsel to confirm that the Facilities will continue to constitute a “project” as defined by the Act; (b) receipt by the Agency of evidence that the Displaced Businesses carry general liability insurance coverage at such levels and in such forms that are deemed acceptable to the Agency’s insurance agent; and (c) if GLDC determines to extend any License Agreement or sublease the GLDC Facilities, it shall require additional prior consent by the Agency.

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 Agreements, in substantially the forms that were 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 various leases).

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.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on September 5, 2024 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.

IN WITNESS WHEREOF, I have hereunto set my hand as of September 5, 2024.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

B240 LLC
18 Division Street Suite 401
Saratoga Springs, New York 12866

August 9th, 2024

Ms. Shawna Papale
Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Dear Shawna:

Please accept this letter as a project update and formal request for IDA approval for the conversion of a portion of Phase 2, Building 2B, at Air City Lofts into 9 residential units.

Currently, the two buildings that comprise Phase 2 are completed, and residential lease up has been strong. However, commercial lease up has been an ongoing challenge. 100% of the 26,110 SF of leasable commercial square footage in Phase 2 has remained vacant since the property came on market in April 2022. The commercial vacancy plaguing us at Air City Lofts, and especially across Phase 2 has caused ownership to consider alternative options to achieve the revenues necessary to make this development a success. After much consideration we are proposing converting the remaining 8,352 SF of commercial space in Building 2B to residential rental units. This would still leave us with 17,758 of commercial space in Phase 2 of which 11,276 is currently under LOI.


Prior to moving forward with the conversion, we want to ensure that we are not at risk of violating any covenants regarding the PILOT awarded to this project. Phase 2 at Air City Lofts would not have been possible without the PILOT; therefore, it is crucial that we remain in compliance with our agreement. The PILOT was awarded based on the development purpose being to "provide housing and amenities within the community for the existing employees of the Griffis Business and Technology Park, and to enhance talent recruitment and economic development in the region". We had projected that we would create 34.5 full-time equivalent positions. It is our belief that event with the change we are requesting the purpose of this development has been achieved and that we will still be able to meet the projected full-time equivalent employee positions.

We are requesting that the IDA review and provide confirmation that the proposed conversion of 2B into residential units is not in violation of our exiting PILOT agreement.

Additionally, we are requesting OCIDA to extend the previously authorized sales tax exemption for this conversion project through May 2025. OCIDA authorized \$752,000 in sales tax exemption for the Phase 2 Project of which we have only used \$309,438. As per the attached budget we are anticipating that approximately \$57,142 in sales tax abatement would be used on this conversion.

We look forward to hearing back from you on this request.

Sincerely,


Alfio Bonacio Jr.
Member

Phase 2B Conversion Project

USES:

Land Acquisition	\$0
Existing Building Renovation	\$1,865,880
Legal Fees	\$5,000
A&E	\$77,800
Municipal Fees	\$250
Financial Fees	\$84,700
Other	\$30,000
Total Uses:	\$2,063,630

SOURCES:

Sales Tax Abatement*	\$57,143
Bank Financing	\$1,168,050
Cash Equity	\$389,350
Other **	\$449,087
Total Sources	\$2,063,630

* Calculation is 35% of Existing Renovation Building cost multiplied by 8.75% (Sales Tax Rate)

**Funds available from existing project funding for Phase 2



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

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: B240 LLC IDA Project # 3001- 20- B24 0P2

Nature of Request: Extension of time until (date) 05/31/2025 (mm/dd/yyyy)
 Increase in value to (amount) \$ 0

Current FTEs at Facility: 1.50

Please describe the work that has been performed to date:

Construction of mixed use buildings with apartments on the upper floors and commercial space on the first level

Please describe the work that remains to be performed:

The conversion of a portion of the 1st floor of the Phase 2B building into additional residential space

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.

A portion of the first floor space has not been successfully leased to a commercial tenant despite being aggressively marketed since the buildings completion. The landlord is undertaking a conversion of this space into additional residential units.

Value of purchases and exemptions claimed to date:

Purchases	Exemptions
\$ <u>3,536,434</u>	\$ <u>309,438</u>

Value of purchases and exemptions projected to complete the project:

Purchases	Exemptions
\$ <u>653,058</u>	\$ <u>57,142</u>

Part IX: Estimated Project Cost and Financing

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

	Original	Revised	Difference (Use minus symbol where applicable)
LAND Acquisition	\$ 0	0	0
Existing Building(s) ACQUISITION	\$ 0		0
Existing Building(s) RENOVATION	\$ 1,865,880	1,865,880	1,865,880
NEW Building(s) CONSTRUCTION	\$ 0		0
Site preparation/parking lot construction	\$ 0		0
Machinery & Equipment that is TAXABLE	\$ 0		0
Machinery & Equipment that is TAX-EXEMPT	\$ 0		0
Furniture & Fixtures	\$ 0		0
Installation costs	\$ 0		0
Architectural & Engineering	\$ 77,800	77,800	77,800
Legal Fees (applicant, IDA, bank, other counsel)	\$ 5,000	5,000	5,000
Financial (all costs related to project financing)*	\$ 84,700	84,700	84,700
Permits (describe below)	\$ 250	250	250
Other (describe below)	\$ 30,000	30,000	30,000
Subtotal	\$ 0	2,063,630	2,063,630
Agency Fee ¹	\$ 0	0	0
Total Project Cost	\$ 0	2,063,630	2,063,630

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

¹ **See Attached Fee Schedule (Page 25) for Agency Fee amount to be placed on this line.**

Space for Additional Information

Other - Consultant Fees, Lease Up related Op Expenses, and Soft Cost Contingency.

Space for Additional Information

TO BE COMPLETED BY OCIDA

Date original exemption was granted: 05/15/2020 (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: 34.5

(If housing project, attach original Project Obligation)

*** There have been two prior, one-year extensions. The second extension expired 5/15/2023.**

**** The 12/31/2023 Annual Report reported 6 FTE.**

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:

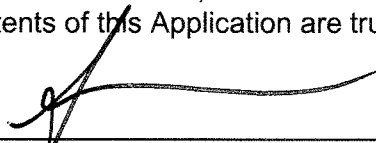
§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment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

Alfo Bonado Jr, being first duly sworn, deposes and says:

1. That I am the member (Corporate Office) of BDO 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.



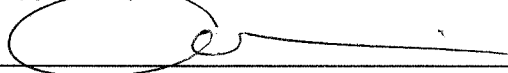
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 4th day of September, 2024

Brandee Armer
(Notary Public)

BRANDEE ARMER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AR6335030
Qualified in SARATOGA County
Commission Expires 12/28/2027

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: Amber Mathias

Title: Director of Project Management

Date: 9/3/24

- Any applicant submitting this form should submit it with a non-refundable application fee of **\$500**.
- If the applicant is requesting an increase in the value of the sales tax exemption, the applicant will also pay an additional fee equal to the increased OCIDA fee (see page 25 of original application) relating to the additional financial assistance. This fee will be payable as a condition of the sales tax exemption being issued.
- If the request is the first request for an extension of time, the \$500 application fee will be the only fee payable.
- If the request is for an extension of time that is not the first request, the OCIDA has the discretion of charging an additional fee.

Please submit 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.

2023 Report Year

Project Code: 3001-20-B240P2 Type: Lease Project Name: B240 LLC, Phase 2 Page 2b

Questions for Housing Projects ONLY - (Please provide additional information if needed to provide adequate detail)

(1) Describe the housing project constructed or renovated in detail (type of housing, number of units, etc.):

This project is comprised of 2 mixed use buildings with the floor one (1) being dedicated to commercial/retail space and the other three (3) floors dedicated to residential. This is the same break up for both buildings. There is +/- 26,000 SF of commercial/retail and 72 apartments spread across floors two (2) through four (4). The apartment mix is a combination of 1- and 2-bedroom layouts.

If construction or renovation is incomplete, when is the issuance of a Certificate of Occupancy anticipated? _____
If complete, please attach copy of Certificate of Occupancy.

(2) Describe how you changed the pre-Project use of the facility or property being utilized, for the Project.

The project consisted of a complete revitalization of an underutilized parcel of land in order to provide class A commercial/retail space and residential units that will fill some of the void that the City of Rome has in both of these areas.

(3) Did the project have any impact on the existing infrastructure or upgrades to the current infrastructure (water, sewer, electrical, gas, etc.)? If yes please provide detail and who you are working with at the applicable organization(s).

During this project, we needed to bring electric service and gas service to the parcel of land to support the size and use of the buildings. We utilized GUSC for the electrical service and National Grid for the gas service, both services were extended to the project. The water and sewer infrastructure was already on site for the project to be completed.

(4) If your project is a multi-use facility please provide details of the project, project square footage breakdown of non-housing to housing usage: detail the job creation and retention associated with the non-housing component.

Looking at the project as a whole, the first floor of phase 2 is dedicated to commercial/retail space. 75% of each building in the phase is dedicated to residential units and the remaining 25% is dedicated to commercial/retail space. Out of the commercial space (100%), +/-12% is made up of storage, a utility room, and the lobby.

(5) Does the project provide a community benefit? If yes, provide detail substantiating the community benefit (reference the IDA policy).

This project is to provide housing in close proximity to Griffis Technology Park, reducing the commute time and traffic congestion of travel to the park. This also assists companies in acquiring multi-dimensional talent. The project provides housing for the influx of employees that Central New York is expecting with new businesses coming to the area. The project also has amenities that create sales tax revenue for the city and the surrounding county. The project will also make water and sewer connections and connect multi-use trails which will encourage non-motorized transportation.

2023 Schedule of Supplemental Information (Straight Lease) PAGE 2

Full- Time Equivalent (FTE) Jobs Created and Retained - As of December 31 (see report instructions tab for more information)							
# FTE Employees at Project Location Prior to IDA Status	Original Estimate of Jobs to be Created	Original Estimate of Jobs to be Retained	Estimated average annual salary of jobs to be retained	# Current FTE Employees	# FTE Jobs Created During Fiscal Year	# FTE Jobs Retained During Fiscal Year	# FTE Contruction Jobs Created during Fiscal Year
0	34.5	0	0	6		6	

Project Code:	3001-20-B240P2
Type:	Lease
Project Name:	B240 LLC Phase 2


FOR PROJECTS CLOSED WITH THE AGENCY AFTER JULY 2016 ONLY. if the salary and benefit information for categories of jobs retained and jobs created that was provided in the original project application is still accurate, please mark the box with an X. If the information is no longer accurate please complete the chart below.

Category of Jobs to be Retained and Created	# Of Current FTE Per Category	Average Annual Salary or Range of Salary				Average Annual Fringe Benefits or Range of Fringe Benefits
		Average	Range From	-	Range To	
Management				-		
Administrative				-		
Production				-		
Independent Contractor				-		
Other				-		


Contact Information (if different from Supplemental Info Page 1)	
NAME:	
Address:	
Telephone:	
Fax:	
Email:	
Person Completing Form:	Dominic Barnett

I certify that to the best of my knowledge and belief all of the information on page 1 and 2 of the Annual Report is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

For instructions on how to sign your name in excel please see below this box.

Signed:	 (Authorized Company Representative)
Type name:	Alfio Bonacio, Jr.
Date:	2/2/2023

To draw your name in excel:

- Click on the "Insert" Tab
- Click on "Illustrations"
- Select the "Shapes" Option
- Select the "Lines" subcategory
- The last option, if you hover your mouse over it will say "Freeform: Scribble" and looks like a looping line. This is the option you want to select. It will turn your mouse into a pencil  after selecting. Then just click and hold to draw your signature in the box above.

**Resolution to Authorize Conversion
Project and Extend Period of Agency
Appointment
B240 LLC (Air City Lofts Phase 2)
Facility**

Date: September 5, 2024

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on September 5, 2024, 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 a proposed conversion of commercial space into residential units and extending the period of the agency appointment relating to previously approved financial assistance to B240 LLC.

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE CONVERSION OF COMMERCIAL SPACE INTO RESIDENTIAL UNITS AND TO EXTEND THE PERIOD OF THE AGENCY APPOINTMENT AND EXECUTE RELATED DOCUMENTS WITH RESPECT TO THE B240 LLC (AIR CITY LOFTS PHASE 2) 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, the Company previously requested the Agency's assistance in connection with Phase 2 of a multi-phased mixed-use community which consists of the acquisition of a 6.655± acre parcel of land located at 129 & 143 Air City Boulevard, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"); construction on the Land of two, four-story mixed-use buildings comprised of 26,000± square feet of retail/commercial space on the first floor and 72 market rate residential one- and two-bedroom apartments on the second through fourth floors, together with sidewalks and infrastructure to service the same (collectively, the "Improvements"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of providing housing and amenities within the community for existing employees of the Griffiss Business and Technology Park, and to enhance talent recruitment and economic development in the region (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, on June 19, 2020 the Agency adopted a resolution authorizing financial assistance in support of the Facility, which included exemptions from sales and uses taxes in an amount not to exceed \$752,000; and

WHEREAS, on August 17, 2021 the Agency adopted a resolution extending the period of the agency appointment through May 31, 2022; and

WHEREAS, on May 20, 2022 the Agency adopted a resolution extending the period of the agency appointment through May 31, 2023; and

WHEREAS, the Company has submitted to the Agency a request to convert a portion of the commercial space into nine (9) residential units (the "Conversion Project"), and further extend the period of the agency appointment under which the Company may utilize the exemption to May 31, 2025 (the "Extended Financial Assistance") to complete the Conversion Project.

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 Conversion Project and the Extended 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 Conversion Project and the Extended 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 May 15, 2020 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 Conversion Project and the Extended Financial Assistance.

Section 2. In consequence of the foregoing, the Agency hereby determines to (i) authorize the Conversion Project; (ii) extend the agency appointment to May 31, 2025 and (iii) execute and deliver an agency appointment letter, Form ST-60 and related documents (the "Extended Sales Tax Documents") in support of the Project.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the Conversion Project and the Extended Financial Assistance, and all acts heretofore taken by the Agency with respect to such Extended Financial Assistance are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Extended 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 Extended 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 Extended 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 Extended Sales Tax Documents binding upon the Agency.

Section 7. 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 September 5, 2024 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.

IN WITNESS WHEREOF, I have hereunto set my hand as of September 5, 2024.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

DELTA LUXURY TOWNHOMES LLC

105 MAIN STREET WHITESBORO, NY 13492

PHN 315-736-0865 FAX 315-768-4835

August 22, 2024

Oneida County Industrial Development Agency (OCIDA)

Attn: Shawna Papale, Executive Director

584 Phoenix Drive

Rome, NY 13441-4105

RE: Request for Extension - IDA# 3001-21-Delta

Dear Ms. Papale,

Delta Luxury Townhomes LLC (DLT) requests that the Lease and Leaseback agreements between the OCIDA and DLT, as well as the ST-123 IDA Agent/Project Operator Exempt Purchase Certificate, which all expired on August 2, 2024, be extended for an additional 12 months. We initially projected on our application that this project would be completed by this time; however, due to unforeseen limitations in hiring skilled laborers to perform the work and National Grid's undue 12-month delay from the onset, our time for construction has increased.

As of now, we have made significant strides, successfully completing 24 townhome units, including all necessary infrastructure, gas, electric, and roadways. We are currently in the process of constructing the remaining 12 units and anticipate their completion within the next 12 months. Our construction costs to date stand at approximately \$8,776,175, and we have already received a tax savings of \$408,075.

We request this extension due to unforeseen delays in securing the necessary labor to complete the work and National Grid's failure to complete their design in a reasonable amount of time. Extending the IDA exemption will be crucial in meeting our budget requirements and ensuring the successful completion of the project. We are deeply grateful for your ongoing support and thank you for considering our request.

Sincerely,



Steven G. Buck, Manager



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: IDA Project #

Nature of Request: Extension of time until (date) (mm/dd/yyyy)
 Increase in value to (amount) \$

Current FTEs at Facility:

Please describe the work that has been performed to date:

Please describe the work that remains to be performed:

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.

Value of purchases and exemptions claimed to date:

Purchases	Exemptions
\$ <input type="text" value="8,776,175"/>	\$ <input type="text" value="408,075"/>

Value of purchases and exemptions projected to complete the project:

Purchases	Exemptions
\$ <input type="text" value="848,825"/>	\$ <input type="text" value="70,000"/>

TO BE COMPLETED BY OCIDA

Date original exemption was granted: 11/19/2021 (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: 0

(If housing project, attach original Project Obligation)

Part IX: Estimated Project Cost and Financing

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

	Original	Revised	Difference (Use minus symbol where applicable)
LAND Acquisition	\$		0
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
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Financial (all costs related to project financing)*	\$		0
Permits (describe below)	\$		0
Other (describe below)	\$		0
Subtotal	\$	0	0
Agency Fee ¹	\$	0	0
Total Project Cost	\$	0	0

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

¹ **See Attached Fee Schedule (Page 25) for Agency Fee amount to be placed on this line.**

Space for Additional Information

Space for Additional Information

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

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

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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.

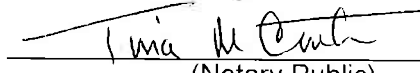
STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

CHRISTOPHER S. BUCK, being first duly sworn, deposes and says:

1. That I am the MEMBER (Corporate Office) of DELTA Luxury Townhomes 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.

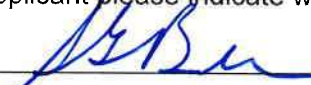

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 26 day of August, 2024


(Notary Public)

TINA M. CONTE
Notary Public in the State of New York
Qualified in Oneida County 01CO6370793
My Commission Expires Feb. 12, 2026

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: STEVEN G. BUCK

Title: MANAGER

Date: 8/26/24

- Any applicant submitting this form should submit it with a non-refundable application fee of **\$500**.
- If the applicant is requesting an increase in the value of the sales tax exemption, the applicant will also pay an additional fee equal to the increased OCIDA fee (see page 25 of original application) relating to the additional financial assistance. This fee will be payable as a condition of the sales tax exemption being issued.
- If the request is the first request for an extension of time, the \$500 application fee will be the only fee payable.
- If the request is for an extension of time that is not the first request, the OCIDA has the discretion of charging an additional fee.

Please submit 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.

2023 Report Year

Project Code: 3001-22-Delta Type: Lease Project Name: Delta Luxury Townhomes Page 2b

Questions for Housing Projects ONLY - (Please provide additional information if needed to provide adequate detail)

(1) Describe the housing project constructed or renovated in detail (type of housing, number of units, etc.):
18 2-UNIT SINGLE STORY TOWNHOME BUILDINGS (36 UNITS TOTAL), INCLUDING ALL
NECESSARY INFRASTRUCTURE, UTILITIES, ROADS, SIDEWALKS, WATER & SEWER SYSTEMS.

If construction or renovation is incomplete, when is the issuance of a Certificate of Occupancy anticipated? 2024
If complete, please attach copy of Certificate of Occupancy.

(2) Describe how you changed the pre-Project use of the facility or property being utilized, for the Project.
THE PROPERTY WAS PREVIOUSLY UTILIZED AS FARM LAND AND IS BEING CONVERTED TO
RESIDENTIAL HOUSING.

(3) Did the project have any impact on the existing infrastructure or upgrades to the current infrastructure (water, sewer, electrical, gas, etc.)? If yes please provide detail and who you are working with at the applicable organization(s).
YES. ALL NEW WATER, SEWER, ELECTRICAL AND GAS INFRASTRUCTURE ARE BEING
INSTALLED TO ACCOMODATE THE NEW CONSTRUCTION.
GINA CLIFFORD-NATIONAL GRID. JOHN GLOGOWSKI-CHARTER

(4) If your project is a multi-use facility please provide details of the project, project square footage breakdown of non-housing to housing usage: detail the job creation and retention associated with the non-housing component.
N/A

(5) Does the project provide a community benefit? If yes, provide detail substantiating the community benefit (reference the IDA policy). YES. WE ARE PROVIDING BOTH PUBLIC SIDEWALKS AND WALKING PATHS.
WE WILL ALSO BE PROVIDING MIXED-INCOME RENTAL UNITS TO SUPPORT WORKFORCE
HOUSING.

PROJECT COMPLETION AND RECAPTURE AGREEMENT

THIS PROJECT COMPLETION AND RECAPTURE AGREEMENT (this "Agreement"), dated as of August 3, 2022 is made by and between **DELTA LUXURY TOWNHOMES LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 105 Main Street, Whitesboro, New York 13402 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

WHEREAS, Title 1 of Article 18 A of the General Municipal Law of the State of New York (the "Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, housing, renewable energy, commercial or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Act further authorizes each such industrial development agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to mortgage any or all of its facilities and to pledge the revenues and receipts from the leasing of its facilities; and

WHEREAS, the Company has requested that the Agency (the "Agency") undertake a project (the "Project") consisting of the following: (A) acquisition of a 16.44± acre portion of a 52.22± acre parcel of land located at 202-221, 251-259, 261, 263, 265, 267, 269-277, 279, 281, 281, 285, 287, 289, 291, and 293 Liam Lane (f/k/a Merrick Road), City of Rome, Oneida County, New York (the "Land"); construction on the Land of eighteen, two-unit single-story townhome buildings (36 units total), together with all necessary infrastructure, utilities, roads, sidewalks, water and sewer systems to service

the same (collectively, the “Improvements”); and acquisition and installation of equipment in the Improvements (the “Equipment”), all for the purpose of filling a demonstrated demand for rental housing to support employment in the region (the Land, the Improvements and the Equipment are referred to collectively as the “Facility” and the construction and equipping of the Improvements is referred to as the “Project”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including exemptions from sales taxes and exemptions from mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in order to provide such Financial Assistance to the Company under the Act, the Agency requires, among other things, that the Company and the Agency enter into certain lease/leaseback transactions and other associated agreements dated of even date herewith (collectively, the “Transaction Documents”); and

WHEREAS, the County of Oneida has released a study entitled, *Oneida County Vision 2022 – Path Toward Prosperity Initiative* (the “Vision 2022 Study”), in which it identifies certain types of housing that need to be filled to meet the demands of changing population and workplace demographics within Oneida County; and

WHEREAS, the Company submitted to the Agency a market study prepared by The Williams Group Real Estate Advisors LLC dated June 14, 2021 (the “Market Study”) that provides an analysis of the multi-family housing market in the City of Rome; and

WHEREAS, based upon representations made by the Company in its Application for Financial Assistance, based upon the Market Study, and based upon the Vision 2022 Study, the Agency determined that the Project will promote employment opportunities and prevent economic deterioration in Oneida County by filling the demand for market rate housing units described in the Vision 2022 Study and providing quality housing for employers to attract a quality workforce to the region; and

WHEREAS, the Agency has appointed the Company and its agents and designees as its agent for the purposes of acquiring the Land and constructing and equipping the Facility; and

WHEREAS, Community Bank, National Association (“Bank”) has agreed to finance a portion of costs of the Facility by making a loan to the Company in the principal sum of \$9,400,000.00 to be secured by a Mortgage (the “Community Mortgage”) from the Agency and the Company to the Bank; and

WHEREAS, pursuant to a Lease Agreement dated of even date herewith between the Company as Lessor and the Agency as Lessee (the “Lease Agreement”), the Company has agreed to lease the Facility to the Agency for a period running concurrently with the Leaseback Agreement (defined below); and

WHEREAS, pursuant to the leaseback agreement dated of even date herewith (the "Leaseback Agreement"), the Agency is leasing the Facility back to the Company for a period commencing August 3, 2022 and ending August 2, 2024 (the "Lease Term"); and

WHEREAS, the Company will further sublease individual residential units to residential tenants, to be identified from time to time (each a "Residential Sublessee" and collectively, the "Residential Sublessees"); and

WHEREAS, attached hereto as Exhibit A is the criteria the Agency used to determine the Financial Assistance the Project is entitled to receive (the "Project Scoring Criteria"), which Financial Assistance is consistent with the Agency's Uniform Tax Exemption Policy (the "Housing Policy"); and

WHEREAS, the Agency wishes to condition the Financial Assistance upon the Company completing the Facility as described and achieving at least the same score as the Project Scoring Criteria at the completion of the Project.

NOW THEREFORE, for good and valuable consideration and in consideration of the Company entering into the Lease Agreement and the Leaseback Agreement and the Agency's provision of Financial Assistance, the Company hereby covenants and agrees as follows:

1. Representations and Covenants. The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) It has power to enter into and to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of a plant facility or another commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more plants or facilities of the Company located within the State.

(d) The operation of the Facility will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold

the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d).

(e) There is no litigation pending or, to the knowledge of the Company, threatened, in any court, either state or federal, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the ability of the Company to fulfill its obligations under this Agreement.

2. Employment and Project Obligations. The Company projected that it will create zero (0) full time equivalent positions at the Facility as a result of undertaking the Facility (the "Employment Obligation"). The Company also made representations in its Application that it would construct and equip the Project as described in the Application, which is the basis for the Project Scoring Criteria and calculation of Financial Assistance. The Financial Assistance granted by the Agency is conditioned upon the Applicant constructing its Project as represented in the Project Scoring Criteria within two years after the date of this Agreement (the "Project Obligation"). If, after two years or upon completion of the Project, the Project is not completed in accordance with the Project Obligation, it may subject the Applicant to recapture of Financial Assistance as described below.

3. Project Review. The Company acknowledges that the Financial Assistance was granted based upon how the Project scored using the Project Scoring Criteria. Within ten (10) days after receipt of Certificates of Occupancy for the Project or ten (10) days prior to the expiration of the Lease Term, whichever is sooner, the Company will provide written notice to the Agency of the status of the Project. The Agency will provide the Company with a document in substantially the form attached hereto as Exhibit B such that the Company can certify that the Facility was constructed substantially in accordance with the Project Scoring Criteria (or, in the alternative, will certify any changes that were made to the Project) so the Agency can score the Project at completion and determine whether the Project achieved its stated goals (the "Project Review"). The Company is required to submit the certificate attached as Exhibit B at completion of the Project. The Company's obligation to submit the certificate is in addition to any other annual review.

4. Remedies. If the Project Review returns a score lower than 40 points, the Agency will notify the Company in writing of the Agency's intention to amend, terminate or 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. If the Agency then determines that the Company's reasons for failing to achieve the Project Obligation are not acceptable to the Agency, the Agency, at its sole discretion, may take any one or more of the following actions:

- a. Take no action if it is determined that the reason or reasons for failing to achieve the Project Obligation are temporary or, in the sole opinion of the Agency, it is in the best interest of economic development of Oneida County;
or

- b. Reduce the benefits granted to the Company in an amount proportionate to the percentage of the Project Obligation that was achieved (i.e., if the Company meets 75% of its projections, 25% of benefits are recaptured).

5. The Agency retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions. Notwithstanding this right, the Agency is obligated to recapture New York State sales tax benefits where:

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

The Company acknowledges that the amount of sales tax exemptions currently authorized by the Agency is limited to \$490,000.00.

6. Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency or the Company, as the case may be, addressed as follows:

- To the Agency: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
584 Phoenix Drive
Rome, New York 13441
Attn: Chairman

- With a Copy to: BOND, SCHOENECK & KING, PLLC
501 Main Street
Utica, New York 13501
Attn: Linda E. Romano, Esq.

- To the Company: DELTA LUXURY TOWNHOMES LLC
105 Main Street
Whitesboro, New York 13492
Attn.: Christopher S. Buck, Member

- With a Copy to: COMPSON & PIMPINELLA PLLC
2310 Genesee Street
Utica, New York 13502
Attn.: Paul J. Pimpinella, Esq.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Agency and the Company and their respective successors and permitted assigns.

8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

10. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11. Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State of New York.

12. Survival of Obligations. This Agreement shall survive the performance of the obligations of the Company to make payments required by Section 2.6 of the Leaseback Agreement and all indemnities shall survive any termination or expiration of the Leaseback Agreement as to matters occurring during the period of the Company's occupancy of the Facility.

13. Section Headings Not Controlling. The headings of the several sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.

14. Merger of the Agency.

(a) Nothing contained in this Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other body corporate and politic and public instrumentality of the State of New York or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all the agreements and conditions of this Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company reasonably may request.

15. No Assignment. This Agreement may not be assigned by the Company except with the written consent of the Agency, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent from the Agency shall be required if an assignment of this Agreement is made by the Company to the Company's parent, any direct or indirect subsidiary or affiliate of the Company, or a successor to the Company by way of merger, consolidation, corporate reorganization, or the purchase of all or substantially all of the Company's assets.

16. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred.


17. No Additional Waiver Implied By One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

18. Inducement Agreement. The Transaction Documents represent the entire agreements of the Agency and the Company and supersede the terms of the Inducement/Project Agreement dated November 19, 2021 between the same parties.

[signature page follows]

IN WITNESS WHEREOF, the Company and the Agency have executed and delivered this **Project Completion and Recapture Agreement** as of the day and year first above written.

DELTA LUXURY TOWNHOMES LLC

By: 
Christopher S. Buck
Member

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

EXHIBIT A

PROJECT OBLIGATION – AGENCY SCORING CRITERIA

Delta Luxury Townhomes

Oneida County Industrial Development Agency Uniform Tax Exemption and Agency Benefits Policy Market Rate Rental Housing Development Initiatives (Effective March 1, 2015 and revised on April 20, 2018)

1. Criteria:

OCIDA will entertain applications for assistance that fall within the following criteria, using the following 100 point scoring system for each application received:

Criteria	Description of Criteria	Possible	Score
Adaptive Reuse Projects	Projects that propose a change in use to an existing building (e.g., reuse of vacant or underutilized facility) or propose development on a vacant urban infill site ² that is being repurposed or redeveloped for an eligible housing project. Project is in an Urban Area Cluster and is on vacant property.	25	15
Eligible Area Locations	Projects located within Eligible Areas (see attached map) that have a Minimum of 5 units in a renovation or conversion of a building and 24 units for new construction, except for urban infill development projects where the IDA will entertain applications for projects located on a vacant urban infill site that has less than 24 units of eligible housing . 36 units in Urban Area Cluster area.	20	20
Utilizes Existing Infrastructure	Projects that utilize existing infrastructure (i.e. utilizing both existing sewer and water services and do not require system expansion. Modernizations, such as replacing existing pipes where service is already provided, are viewed favorably).	20	0
Community Benefits	Projects that create other benefits that inure to the benefit of the community that may include: rebuilding community infrastructure, pays sewer credits, creates or contributes to a community amenity, dedicates land to a municipality for a public improvement which benefits health and safety, removes slums and blighting influences (e.g., demolition or supports in-fill development within a neighborhood, commercial corridor, downtown, or main street area), provides an environmental enhancement (e.g., flooding wetlands creation/restoration, is part of a Brownfield, utilizes federal/state historic tax credit programs, provides mixed income rental units to support workforce housing, or provides other benefits deemed important and relevant by OCIDA. Project includes walking trails paths.	5	5

² Urban infill site would include infill rental housing being constructed on vacant or underutilized property.

Green Projects	(1) Projects to be constructed on a New York State or federal defined Brownfield, such as a site designated as a federal or state Superfund site; a participant in the State Voluntary Cleanup Program; a former, verified Manufacturing Gas Plant, or within a Brownfield Opportunity Area; or (2) Projects whose plans qualify for a LEED Certification from the US Green Building Council (final certification required prior to commencement of the PILOT Agreement); or (3) Projects that incorporate geothermal technologies that are projected to make a significant impact on the stability, reliability and resilience of the grid. The physical geothermal plant providing energy to the Project must be located within Oneida County, turned on and connected to the grid, the energy generated must provide at least fifty percent (50%) of the energy needs for the Project, and more than fifty percent (50%) of the energy generated must be used in Oneida County.	10	0
Mixed Use Dev. Projects	Projects that are mixed use development with housing being at least ~50% or more of a building's total area and the project induces job growth (mixed use development project proposes direct job creation with non-residential uses). To reach 20 points, must create at least 2 FTEs.	20	0
Total Points:		100	40

2. Scoring of Housing Applications:

OCIDA shall use this scoring system to determine the level of Agency benefits:

- Tier 1 Benefits: projects that score at least 60 points may receive abatement of real property taxes, exemptions from sales taxes and exemptions from mortgage recording taxes
- Tier 2 Benefits: projects that score between 50 to 59 points may receive abatement of real property taxes, exemptions from sales taxes and exemptions from mortgage recording taxes
- Tier 3 Benefits: projects that score 40 to 49 points may receive exemptions from sales taxes and exemptions from mortgage recording taxes (not eligible for abatement of real property taxes)

Term of PILOT Exemption Schedule	Tier 1 – PILOT Exemption Schedule	Tier 2 – PILOT Exemption Schedule
1	100%	75%
2	100%	75%
3	100%	75%
4	100%	75%
5	75%	50%
6	50%	25%
7	50%	
8	25%	
9	10%	
10	10%	

Applicants will pay 100% of all taxes due and owed until a Certificate of Occupancy is issued for a project, and then the first exemption year in the schedule will begin effective the first taxable status date after a Certificate of Occupancy is issued.

EXHIBIT B

FORM OF CERTIFICATE FOR PROJECT REVIEW

Delta Luxury Townhomes LLC Facility

I, the undersigned member of DELTA LUXURY TOWNHOMES LLC (the “Company”) attest as follows:

1. I am a member of the Company, I have actual knowledge of the facts contained herein and I am authorized to make this statement on behalf of the Company.
2. I understand Oneida County Industrial Development Agency (the “Agency”) will rely upon this statement to complete its Project Review under the Project Completion and Recapture Agreement dated August 3, 2022 (the “Recapture Agreement”) by and between the Company and the Agency, and if any statements made herein are found to be false it could subject the Company to recapture of all or a portion of financial assistance under the Recapture Agreement.
3. The Company has completed the acquisition of a 16.44± acre portion of a 52.22± acre parcel of land located at 202-221, 251-259, 261, 263, 265, 267, 269-277, 279, 281, 281, 285, 287, 289, 291, and 293 Liam Lane (f/k/a Merrick Road), City of Rome, Oneida County, New York (the “Land”); construction on the Land of eighteen, two-unit single-story townhome buildings (36 units total), together with all necessary infrastructure, utilities, roads, sidewalks, water and sewer systems to service the same (collectively, the “Improvements”); and acquisition and installation of equipment in the Improvements (the “Equipment”), all for the purpose of filling a demonstrated demand for rental housing to support employment in the region (the Land, the Improvements and the Equipment are referred to collectively as the “Facility” and the construction and equipping of the Improvements is referred to as the “Project”).
4. The Facility was constructed substantially in accordance with the Project Scoring Criteria, except as follows: (list all changes or state “None”)

5. I am submitting with this statement copies of all Certificates of Occupancy that were issued by the governing municipality having authority over the Facility.

DELTA LUXURY TOWNHOMES LLC

By:


Christopher S. Buck, Member

Sworn to before me this 27th day
of AUGUST 2024

TINA M. CONTE
Notary Public in the State of New York
Qualified in Oneida County 01CO6370793
My Commission Expires Feb. 12, 2026


Notary Public

**Resolution – Extend Leasehold Interest
and Sales Tax Exemption
Delta Luxury Townhomes LLC Facility**

Date: September 5, 2024

At a meeting of the Oneida County Industrial Development Agency (the “Agency”) held at 584 Phoenix Drive, Rome, New York 13441 on September 5, 2024, 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 the extension of leasehold interest and sales tax exemption for the Delta Luxury Townhomes, LLC Facility.

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXTEND THE LEASEHOLD INTEREST AND SALES TAX EXEMPTION, AND EXECUTE RELATED DOCUMENTS WITH RESPECT TO THE DELTA LUXURY TOWNHOMES, LLC FACILITY, 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, Delta Luxury Townhomes LLC (the "Company") previously requested that the Agency provide certain financial assistance, consisting of exemptions from mortgage recording taxes and exemptions from sales taxes (the "Financial Assistance"), for a project consisting of acquisition of a 16.44± acre portion of a 52.22± acre parcel of land located at 202-221, 251-259, 261, 263, 265, 267, 269-277, 279, 281, 281, 285, 287, 289, 291, and 293 Liam Lane (f/k/a Merrick Road), City of Rome, Oneida County, New York (the "Land"); construction on the Land of eighteen, two-unit single-story townhome buildings (36 units total), together with all necessary infrastructure, utilities, roads, sidewalks, water and sewer systems to service the same (collectively, the "Improvements"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of filling a demonstrated demand for rental housing to support employment in the region (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, the Company leases the Facility to the Agency pursuant to a Lease Agreement dated as of August 3, 2022 (the "Lease Agreement") and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of August 3, 2022 (the "Leaseback Agreement" and together with the Lease Agreement, the "Leases") for terms that expired on August 2, 2024; and

WHEREAS, by resolution adopted March 5, 2022 the Agency authorized sales tax exemptions for the Project in an amount not to exceed \$490,000 for a period not to be extended beyond August 3, 2024; and

WHEREAS, the Company has submitted to the Agency a letter detailing the reasons that the Project was not completed prior to August 2, 2024 and has requested the Agency extend the terms of the Leases through August 2, 2025 and extend the period of the agency appointment under which the Company may utilize the exemption to August 2, 2025 (collectively, the "Extended Financial Assistance") to complete the Project.

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

(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 Extended 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 Extended 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 November 19, 2021 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 Extended Financial Assistance.

Section 2. In consequence of the foregoing, the Agency hereby determines to (i) extend the terms of the Leases through August 2, 2025; (ii) extend the agency appointment to August 2, 2025 and (iii) execute and deliver amendments to the Leases and an agency appointment letter, Form ST-60 and related documents (the "Extended Sales Tax Documents") in support of the Project.

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

Section 4. The form and substance of the Extended Sales Tax Documents (each in the Agency's standard forms and subject to counsel approval) 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 Extended 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 Extended 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 Extended Sales Tax Documents binding upon the Agency.

Section 7. 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 September 5, 2024 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.

IN WITNESS WHEREOF, I have hereunto set my hand as of September 5, 2024.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

DRAFT

Brandon R. Cottrell
Partner
Hodgson Russ LLP
Tel: 585.613.3938



August 6, 2024

VIA EMAIL

Oneida County Industrial Development Agency
c/o Linda Romano, Esq.
584 Phoenix Drive
Rome, New York 13441
romanol@bsk.com

RE: NY CDG Oneida 2 LLC – Application for Financial Assistance

Dear Ms. Romano:

We represent NY CDG Oneida 2 LLC (the “**Company**”) in connection with its Oneida County Industrial Development Agency (the “**Agency**”) Application for Financial Assistance dated September 5, 2023 (the “**Application**”). You have asked the Company to prepare a letter to the Agency addressing any changes to the information set forth in the Application. Please allow for this correspondence to serve as such letter.

As you know, the Company was sold by BW Solar Holding Inc. to Catalyze. As a result, the following information in Part I of the Application has changed:

- 1(a): NY CDG Oneida 2 LLC
- 1(b): 800 Gessner Road, Suite 700, Houston, TX 77024
- 1(c): 914-275-2831
- 1(d): matt.effler@catalyze.com
- 1(f): Matt Effler
- 2(a): Catalyze GBH Developer, LLC - 800 Gessner Road, Suite 700, Houston, TX 77024
- 3(a): Brandon Cottrell/Partner; Hodgson Russ LLP; 90 Linden Oaks, Suite 110, Rochester, NY 14625; 585-613-3938; bcottrel@hodgsonruss.com
- 4(a): Catalyze is a fully integrated developer and Independent Power Producer of distributed renewable energy assets. By combining proprietary technology, financial strength, and expertise in rooftop solar, community solar, and batteries, Catalyze delivers

standardized, yet configurable systems that enable commercial and industrial property owners, operating companies, and their customers to extract greater value from their assets, take increased responsibility and ownership of their energy profile, and ultimately become part of the clean energy transition.

In addition, due to administrative related delays in planning the project (including without limitation finalizing the PILOT transaction with the Agency and negotiating a host community agreement with the City of Rome), the Company did not commence construction in the first quarter of 2024 (as contemplated by Section 7(g) of the Application. After giving effect to such delays, the Company expects to commence construction in later this year and anticipates completing construction by December 31, 2025.

Other than as set forth in this letter, there are no other changes to the Application. Should you have any further questions regarding the Application or the information set forth therein or herein, or require additional information, please do not hesitate to contact me.

Very Truly Yours,



Brandon Cottrell

Enc.

cc: Laura Roberto (rubertl@bsk.com)
Matt Effler (matt.effler@catalyze.com)