

Applicant: Polce Management, LLC (“Polce”)

401 Phoenix Drive, Rome

Tenant: M.A. Polce Consulting Inc.(IT/Cloud/Cybersecurity management)

Proposed Project:

Polce is planning to (1) renovate its current 4,000 sq. ft. facility; (2) expand it by an additional 6,750 sq. ft., and equip both projects.

<u>Project Costs</u>	
Land Acquisition	\$ -
Existing Building(s) ACQUISITION	
Existing Building(S) RENOVATION	\$ 150,000
NEW Building(s) CONSTRUCTION	\$ 1,020,082
Installation Costs	\$ -
Site Preparation/Parking Lot Construction	\$ 26,500
Machinery & Equipment (other than furniture)	\$ 128,000
Furniture & Fixtures	\$ 150,000
Architectural & Engineering	\$ 6,000
Legal Fees (applicant, IDA, bank, other counsel)	\$ 20,000
Financial (all costs related to project financing)	\$ 34,025
Permits	\$ 1,500
Other	\$ 15,000
Agency Fee	\$ 7,756
TOTAL COST OF PROJECT	\$ 1,558,863

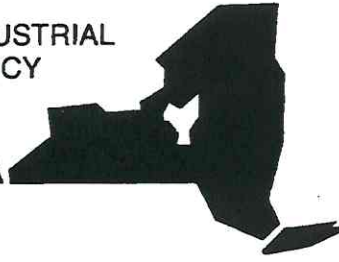
Employment: Existing: **25.5 FTE** Create: **5 FTE**

Incentives Request

(1) PILOT - 10 Year, Incremental, Commercial PILOT	\$ 35,000
(2) Mortgage Recording Tax Exemption	\$ 10,500
(3) Sales Tax Exemption	\$ 80,240
Total	\$ 125,740

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency

584 Phoenix Drive
Rome, New York 13441-1405
(315) 338-0393 telephone
(315) 338-5694 fax

Shawna M. Papale, Executive Director

A non-refundable application fee of \$500.00 must be submitted at the time of application along with a \$1,000 commitment fee; the \$1,000 commitment fee will be applied to closing fees.

*Please submit the original and two (2) copies of the **signed and notarized** application, and **signed** SEQR form with the above fees. Cost benefit will be completed based on information from this application.*

Please also deliver an electronic copy of all.

All applications must be submitted at least 10 days prior to meeting.

M. A. Polce Rome Expansion

Project Name

Project Number (to be provided by the agency)

Date of Submission

3/11/2020

Note to Applicant:

The information requested by this application is necessary to determine the eligibility of your project for Agency benefits. Please answer **all** questions, inserting "none" or "not applicable" where appropriate. If you are providing an estimate, please indicate by inserting "est" after the figure. Attach additional sheets if more space is needed for a response than is provided.

Return the original signed and notarized application and two copies with a check in the amount of \$1500.00 made payable to: **Oneida County Industrial Development Agency (OCIDA)**, 584 Phoenix Drive, Rome, New York 13441-1405, Attn.: Shawna M. Papale, Executive Director. \$1000 will be applied at closing against the IDA legal fees. In addition, an electronic version of the application (signed), and SEQR form (signed), to spapale@mvedge.org.

Upon the submission of this application to OCIDA, this applicant becomes a public document. Be advised that any action brought before the OCIDA is public information. All agendas for OCIDA are issued prior to full agency meetings and posted in public domain. **If there is information that the applicant feels is proprietary, please identify as such and that information will be treated confidentially to the extent permitted by law.**

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, your company 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 questions how to calculate your company's IDA application fee please consult with the Memorandum to Companies Sale – Leaseback Transactions or please contact the IDA Executive Director.

Part I: Applicant Information

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

Applicant

1(a) Applicant's Legal Name: Polce Management Group, LLC

1(b) Principal Address: 401 Phoenix Drive

Rome, NY 13441

1(c) Telephone/Facsimile Numbers: (315) 838-1639

1(d) Email Address: msenus@mapolce.com

1(e) Federal Identification Number: 43-2016820

1(f) Contact Person: Michelle Senus

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, Directors and Officers (or Partners)

2(a) Provide the following information with respect to parties with 15% or more in equity holdings:

<u>Name</u>	<u>Address</u>	<u>Percentage of Ownership</u>
Michael Polce		50%
Maureen Polce		50%

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 so, indicate name of such entity and the relationship.

Michael Polce M.A. Polce Consulting 100%

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:

Michael Polce West Canada Creek Village 33%

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: David Grow Esquire
Firm: Mc Mahon & Grow
Address: 301 North Washington St.
Rome, NY 13440
Telephone/Fax: (315) 336-4700
Email: dgrow@mgglaw.com

3(b) Applicant's Accountant

Name/Title: John Savage
Firm: Hilton & Powers CPA's PC
Address: 5 Old Paris Rd.
New Hartford, NY 13413
Telephone/Fax: (315) 734-1040
Email: jsavage@hiltonpowers.com

Business Description

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

M. A. Polce Consulting Inc. is a Managed IT / Cloud and CyberSecurity Practices operation. Our personnel operates the Network Operations Center (NOC) and equipment staging areas. We are a full-service managed Cybersecurity and Information Technology (IT) company. Creating tailored IT solutions to help clients streamline, manage, modernize, and protect their business. We also work with information security companies to give additional support to projects.

Part II: Project Information

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

M.A. Polce is a Cybersecurity and Information Technology product and professional services company, residing at the entrance to the information assurance corridor within the Griffiss Business & Technology Park. The existing 4,000 sq/ft facility was purchased and renovated in 2003. Due to our increasing workforce we seek to add 6,750 sq/ft of space to this building. As part of this project, we will also improve the existing space to enhance the collaborative nature of employee's interaction and departmental alignment. Currently, there are approximately 16 employees who regularly work out of the existing Rome site. The proposed expansion of this facility would enable us to accommodate an additional 22 employees. Over the past three years, we have grown our Managed IT/Cloud and Cyber Security Practices by over 9%. Due to our maturity and expertise in these areas, the demand for our services has increased and we envision continued opportunities and compounded growth in these markets. M.A. Polce Consulting is committed to both retention and creation of jobs. The new space will reflect an innovative company with dynamic change, and an interior layout that allows personal interaction among employees, partners and contractors while supporting clients with growth and innovation. M. A. Polce Consulting is an Authorized Vendor with the General Services Administration (GSA) for Professional Services, IT Schedule 70.

Reasons for Project

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

M. A. Polce Consulting is working to meet the growing needs at the Park by positioning the company for partnerships and competition with larger organizations coming into the area. We strive to partner with cybersecurity and information technology companies who work with the Lab. This project will enable M. A. Polce to continue building its size and capabilities to better contribute to the technology needs of neighboring businesses.

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

Without assistance from New York State and OCIDA, this project will take longer to complete and may not be completed to the full extent of what we have envisioned for this site. This will ultimately limit our growth and result in fewer jobs over a longer time frame. The M. A. Polce Rome Expansion Project is necessary to accommodate both job growth and some consolidation of positions from our neighboring Utica office. We have determined that while additional locations are needed in other geographies that we serve, we are most effective when we can bring our employees together within the same location. M. A. Polce Consulting hires both seasoned and entry-level employees just entering the job market. Working within the same physical space has proven to enhance creativity and team building as well as mentoring and skills transfer.

6(c) Please confirm by checking the box, below, if there is 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, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

This project will take longer without the financial assistance to complete and may not be completed to the full extent of what we have envisioned for this site. This will ultimately limit our growth and result in fewer jobs over a longer time frame. The Expansion Project is necessary to accommodate both job growth and some consolidation of positions from our neighboring Utica office, which is our temporary office space until this expansion is completed. We have determined that while additional locations are needed in other geographies that we serve we

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

This project will take longer without the financial assistance to complete and may not be completed to the full extent of what we have envisioned for this site. This will ultimately limit our growth and result in fewer jobs over a longer time frame.

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(c)

This project will take longer without the financial assistance to complete and may not be completed to the full extent of what we have envisioned for this site. This will ultimately limit our growth and result in fewer jobs over a longer time frame. The Expansion Project is necessary to accommodate both job growth and some consolidation of positions from our neighboring Utica office, which is our temporary office space until this expansion is completed. We have determined that while additional locations are needed in other geographies that we serve, we are most effective when we can bring our employees together within the same location. M. A. Polce Consulting hires both seasoned and entry-level employees just entering the job market. Working within the same physical space has proven to enhance creativity and team building as well as mentoring and skills transfer.

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 December 2019, we received a grant for up to \$260,000 from the NYS Consolidated Funding Application for our expansion project.

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

If yes, please explain.

We anticipate receiving assistance and funding from the Empire State Development funds.

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

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

<input type="checkbox"/>	Manufacturing	%	<input type="text"/>
<input type="checkbox"/>	Industrial Assembly or Service	%	<input type="text"/>
<input type="checkbox"/>	Back office operations	%	<input type="text"/>
<input type="checkbox"/>	Research and Development	%	<input type="text"/>
<input checked="" type="checkbox"/>	Technology/Cybersecurity	%	100
<input type="checkbox"/>	Warehousing	%	<input type="text"/>
<input type="checkbox"/>	Commercial or Recreational	%	<input type="text"/>
<input type="checkbox"/>	Retail	%	<input type="text"/>
<input type="checkbox"/>	Residential housing (specify) _____	%	<input type="text"/>
<input type="checkbox"/>	Pollution Control (specify) _____	%	<input type="text"/>
<input type="checkbox"/>	Environmental (e.g., Brownfield) (specify) _____	%	<input type="text"/>
<input type="checkbox"/>	Other (specify) _____	%	<input type="text"/>

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.

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input checked="" type="checkbox"/> Real Property Tax Abatement (value of PILOT savings)	\$ <u>35,000</u>
<input checked="" type="checkbox"/> Mortgage Tax Exemption (.75%)	\$ <u>10,500</u>
Amount of mortgage: \$	<u>1,400,000</u>
<input checked="" type="checkbox"/> Sales and Use Tax Exemption ** (8.75%)	\$ <u>80,240</u>
Value of goods/services to be exempted from sales tax: \$	<u>917,018</u>
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$	_____
TOTAL EXEMPTION ASSISTANCE REQUESTED:	\$ <u>125,740</u>

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

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

**** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents will include a covenant by the Applicant that the estimate, above, represents the maximum amount of sales and use tax benefit currently authorized by the Agency with respect to this Application. The Agency may utilize the estimate, above, as well as the 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 (if project that you are applying for is a housing project please also complete questions 7(l) through 7(p))

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:

401 Phoenix Dr.

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

City of Rome

7(c) School District:

Rome

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

office

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

Technology

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.***

We will be renovating the current M.A. Polce office building (4,000 sq ft) and buidng an addition on to the current facility. (6,500 sq. ft). This expansion will include one floor and a basement.

We are working with Griffiss Utility to reroute the existing utilities to be underground.

We will be getting our funding through Adirondack Bank and our Contractor is Dixon Construction.

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.

We currently have a proposed floor plan.

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

Construction commencement: _____

Construction completion: _____

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

Yes No

If yes, please describe.

Has the Project received site plan approval from the planning department?

Yes No N/A

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

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

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

7(j) What is the useful life of the facility? 50 years

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

If yes, which Empire Zone: Rome

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

Provide detail.

Part IV: 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).

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

7 (m) 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.

7 (n) 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.

7 (o) 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.

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

ALL APPLICANTS ANSWER THE FOLLOWING

Part V: 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.

- 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?

Yes or No. If the answer is yes, please continue. **If no, proceed to next section Part VI Facility (Pg 14).**

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.

- B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? _____%. **If the answer is less than 33% do not complete the remainder of the retail determination and proceed to next section Part VI Facility (Pg 14).**

If the answer to A is Yes AND the answer to Question B 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 or No.

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

Yes or 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 or 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 VI: Facility (Legal Information)

8(a) With respect to the **present owner** of the 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: Polce Management Group, LLC
Address: 401 Phoenix Dr.
Rome, NY 13441
Telephone: (315) 838-1639
Balance of Mortgage: \$0
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.

N/A

8(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.

Polce Management Group, LLC leases to M.A. Polce

8(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.

8(d) Will the title owner of the facility/property also be the user of the facility?

Yes No. If no, please explain.

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

8(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>

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

The president of M.A. Polce Consulting is 50% owner of Polce, Management , LLC

8(h) Will there be any other users utilizing the facility?
 Yes No
If yes, please explain. Provide detail of the contractual arrangement including any financial exchange for the use of the site or property.

Part VII: Equipment

9(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.

See attached sheet

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

N/A

9(c) What is the useful life of the equipment? 7-10 years

9(a) Equipment (Approx. Pricing)

Window Coverings	\$5,000.00
Appliances	\$10,000.00
Generator	\$55,000.00
Furniture/fixtures/office equipment	\$145,000.00
Security System/badge access/cameras	\$35,000.00
Equipment to outfit the NOC	\$13,000.00
Audio & Visual/Conferencing	\$15,000.00

Total Expenses:

\$278,000.00

Part VIII: 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.

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

Construction Jobs: 25

10(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 or No.

If yes, explain All of the jobs that are currently in Utica will be moved to the Rome office.

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

Yes or No.

If yes, explain We have increased our staff by 3 FTE's and are

10(c) 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 PART-TIME EMPLOYEES ARE TURNED INTO FULL TIME EQUIVALENTS (FTE) IN THE TOTALS ON THE BOTTOM-See Pg. 18.**

Number of Jobs BEFORE Project	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Address in NYS	Rome Office 401 Phoenix Dr. Rome, NY 13441	Utica Office 122 Business Park Dr Utica NY 13501	Syracuse 301 Plainfield Rd.Syracuse, NY 13212			
Full-Time Company	14	9	10			33
Full-Time Independent Contractors	0	0	0			0
Full-Time Leased	0	0	0			0
A. Total Full-Time BEFORE	14	9	10			33
Part-Time Company	4	1	3			8
Part-Time Independent Contractors	0	0	0			0
Part-Time Leased	0	0	0			0
B. Total Part-Time BEFORE	2	.5	1.5			4
Total FTE BEFORE*	16	9.5	11.5			37

*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	28		12			40
	Full-Time Independent Contractors	0		0			
	Full-Time Leased	0		0			
A.	Total Full-Time AFTER	28		12			40
	Part-Time Company	5		3			8
	Part-Time Independent Contractors	0		0			0
	Part-Time Leased	0		0			0
B.	Total Part-Time AFTER	2.5		1.5			4
	Total FTE AFTER *	30.5		13.5			44

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

Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the jobs created within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Full-Time	5		2			7
Part-Time						
Total AFTER	5		2			7

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

Continued on next page

	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	30		13			43
	Full-Time Independent Contractors	0		0			
	Full-Time Leased	0		0			
A.	Total Full-Time AFTER	30		13			43
	Part-Time Company	4	1	3			8
	Part-Time Independent Contractors	1	0	3			4
	Part-Time Leased	0	0	0			0
B.	Total Part-Time AFTER	2.5	.5	3			6
	Total FTE AFTER *	32.5	1.5	16			50

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

Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the jobs created within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Full-Time	5		2			7
Part-Time						
Total AFTER	5		2			7

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

Continued on next page

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)
Management	\$ 85,000	27 %	\$ 90,000	30 %
Administrative	\$ 45,000	27 %	\$	%
Production	\$ 75,000	27 %	\$ 79,000	30 %
Independent Contractor	\$ 80,000	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$ 71,250	%	\$ 84,500	30 %

*** 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 thirt-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.

10(c) Please list NAICS codes for the jobs affiliated with this project:

541519-Other Computer related Serivces

541690-Other Scientific & Technical Consulting Serivces

Part IX: Estimated Project Cost and Financing

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

LAND Acquisition	\$	0
Existing Building(s) ACQUISITION	\$	0
Existing Building(s) RENOVATION	\$	150,000
NEW Building(s) CONSTRUCTION	\$	1,020,082
Installation costs	\$	0
Site preparation/parking lot construction	\$	26,500
Machinery & Equipment (other than furniture)	\$	128,000
Furniture & Fixtures	\$	150,000
Architectural & Engineering	\$	6,000
Legal Fees (applicant, IDA, bank, other counsel)	\$	20,000
Financial (all costs related to project financing)*	\$	34,025
Permits (describe below)	\$	1,500
Other (describe below)	\$	15,000
Subtotal	\$	1,551,107
Agency Fee ¹	\$	7,756
Total Project Cost	\$	1,558,863

* 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.

Permit Information

Building Permit

Other Information

	<u>Cost</u>	<u>Taxable Portion</u>	<u>Tax</u>
Land Acquisition	\$0		
Existing Building(s) ACQUISITION	\$0		
Existing Building(s) RENOVATION	\$150,000	\$87,000	\$7,613
NEW Building(s) CONSTRUCTION	\$1,020,082	\$591,648	\$51,769
Installation costs	\$0	\$0	\$0
Site preparation/parking lot construction	\$26,500	\$15,370	\$1,345
Machinery & Equipment (other than furniture)	\$128,000	\$73,000	\$6,388
Furniture & Fixtures	\$150,000	\$150,000	\$13,125
Architectural & Engineering	\$6,000		
Legal Fees (applicant, IDA, bank, other counsel)	\$20,000		
Financial (all costs related to project financing)	\$34,025		
Permits (describe below)	\$1,500		
Other (Landscaping)	\$15,000		
Subtotal	\$1,551,107	\$917,018	\$80,239
Agency Fee	\$7,756		
Total Project Cost	\$1,558,863		\$80,240

11(b) Sources of Funds for Project Costs

Bank Financing:	\$ <u>1,400,000</u>
Equity (excluding equity that is attributed to grants/tax credits)	\$ _____
Tax Exempt Bond Issuance (if applicable)	\$ <u>0</u>
Taxable Bond Issuance (if applicable)	\$ <u>0</u>
Public Sources (Include sum total of all state and federal grants and tax credits)	\$ <u>260,000</u>

Identify each state and federal grant/credit:

\$	<u>260,000</u>
\$	_____
\$	_____
\$	_____
\$	_____

Total Sources of Funds for Project Costs: \$ 1,660,000

Real Estate Taxes

12(a) For each tax parcel which comprises the facility, please provide the following information, using figures from the most recent tax year.

Tax Map Parcel #	Current Assessed Value (Land)	Current Assessed Value (Building)	Current Total Assessment	Current Real Estate Taxes
243000-0001-001-015				
City			\$140,000	\$2,827.43
County			\$140,000	\$1,419.44
School			\$140,000	\$4,576.27
Total				\$8,823.14

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.

12(b) Address of Receiver of Town and/or Village Taxes (include all jurisdictions):

Rome City Treasurer

198 North Washington Street

Rome, NY 13440

12(c) Address of Receiver of School Taxes:

Rome City Treasurer

198 North Washington Street

Rome, NY 13440

12(d) Will the completion of the proposed project result in the increase of the assessment of any of the parcels named above? Yes No

If yes, please indicate which tax map parcel # will be affected and estimate of increase.

243000-0001-001-015

Financial Information

13(a) Has the Applicant contacted any bank, financial/lending institution or private investor with respect to the financing of the proposed project?

Yes No

If yes, please provide details.

Adirondack Bank

13(b) Has the Applicant received a commitment letter for said financing?

Yes No

If yes, please submit a copy of said commitment letter along with this Application.

13(c) Please complete the Cost/Benefit Analysis form and attach to this Application. As you begin completing the form and have questions, please call the IDA office.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

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

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

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

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

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

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

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
9. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
10. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material

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

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

Michael A. Polce, being first duly sworn, deposes and says:

1. That I am the Manager (Corporate Office) of Polce Management Group, 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.

Michael A. Polce
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 11th day of March, 2020.

Michelle D. Senus
(Notary Public)

MICHELLE D. SENUS
Notary Public - State of New York
No. 01SE6238685
Qualified in Oneida County ²³
My Commission Expires April 11, 2015 MDS

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: *Michael A. Polce*

Name: Michael A. Polce

Title: Manager

Date: 03/11/2020

Return the original signed and notarized application and two copies with a check in the amount of \$1500.00 made payable to: **Oneida County Industrial Development Agency (OCIDA)**, 584 Phoenix Drive, Rome, New York 13441-1405, Attn.: Shawna M. Papale, Executive Director. \$1000 will be applied at closing against the IDA closing fee. In addition, please send an electronic version of the application (signed), and SEQR form (signed), to spapale@mvedge.org.



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: Police Management Group, LLC		
Project Location (describe, and attach a general location map): 401 Phoenix Drive Rome, NY 13441		
Brief Description of Proposed Action.(include purpose or need): Addition of approximately 6,700-SF of new office building with associated parking and access		
Name of Applicant/Sponsor: Police Management Group, LLC		Telephone: 315.624.9869
		E-Mail: msenus@mapolce.com
Address: 401 Phoenix Drive		
City/PO: Rome	State: NY	Zip Code: 13441
Project Contact (if not same as sponsor; give name and title/role): MBL Engineering, PLLC		Telephone: 315.486.0501
		E-Mail: mike.lasell@mblengineering.com
Address: 16510 Balch Place		
City/PO: Mannsville	State: NY	Zip Code: 13661
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, 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	Site Plan Approval	3/7/2020
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Oneida County IDA	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ESDC	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): Remediation Sites:633006, NYS Heritage Areas:Mohawk Valley Heritage Corridor	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Zoned <u>Technology Heights</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located? <u>Rome City School District</u>	
b. What police or other public protection forces serve the project site? <u>Rome City Police</u>	
c. Which fire protection and emergency medical services serve the project site? <u>City of Rome Fire Department</u>	
d. What parks serve the project site? <u>N/A</u>	

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)? <u>Commercial</u>	
b. a. Total acreage of the site of the proposed action? _____	<u>1.606</u> acres
b. Total acreage to be physically disturbed? _____	<u>0.7</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____	<u>1.606</u> acres
c. Is the proposed action an expansion of an existing project or use? 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: _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____ ii. Is a cluster/conservation layout proposed? _____ iii. Number of lots proposed? _____ iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. Will the proposed action be constructed in multiple phases? i. If No, anticipated period of construction: _____ ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

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

i. Total number of structures _____ 1

ii. Dimensions (in feet) of largest proposed structure: _____ 20' height; _____ 40' width; and _____ 138' length

iii. Approximate extent of building space to be heated or cooled: _____ 6,552 square feet

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

i. Purpose of the impoundment: _____

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

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

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

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

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

D.2. Project Operations

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

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

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

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

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

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

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

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

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

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

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

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

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

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

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

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

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

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

i. Total anticipated water usage/demand per day: _____ 525 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: Griffiss Utilities/City of Rome
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

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

If Yes:

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

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

If, Yes:

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

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

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

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

If Yes:

i. Total anticipated liquid waste generation per day: _____ 525 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): _____

Domestic Sanitary

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

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

 If Yes:

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

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

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

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

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

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

- i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- ii. Describe types of new point sources. _____
- 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)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? Yes No

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

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

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

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

If Yes:

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

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

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

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

i. During Construction:		ii. During Operations:	
• Monday - Friday:	_____ 7-3:30 _____	• Monday - Friday:	_____ 8-5:00 _____
• Saturday:	_____ N/A _____	• Saturday:	_____ N/A _____
• Sunday:	_____ N/A _____	• Sunday:	_____ N/A _____
• Holidays:	_____ N/A _____	• Holidays:	_____ N/A _____

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: _____

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:
 Site lighting poles will be dark sky compliant with mounting height of 14'

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

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s): _____

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.38	0.75	0.37
• Forested	0.0	0.0	0.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.23	0.86	0.37
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: _____	0.0	0.0	0.0

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

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

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

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

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

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): 633006
 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): 633006
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? Not Foun (> then 80") 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:

<u>Windsor Loamy Fine Sand</u>	<u>40</u> %
<u>Urban Land</u>	<u>60</u> %
_____	_____ %

d. What is the average depth to the water table on the project site? Average: >80-inches feet

e. Drainage status of project site soils: Well Drained: 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained: _____ % of site

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

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ 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: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 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? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

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

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

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

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

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

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

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

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

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

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? 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.

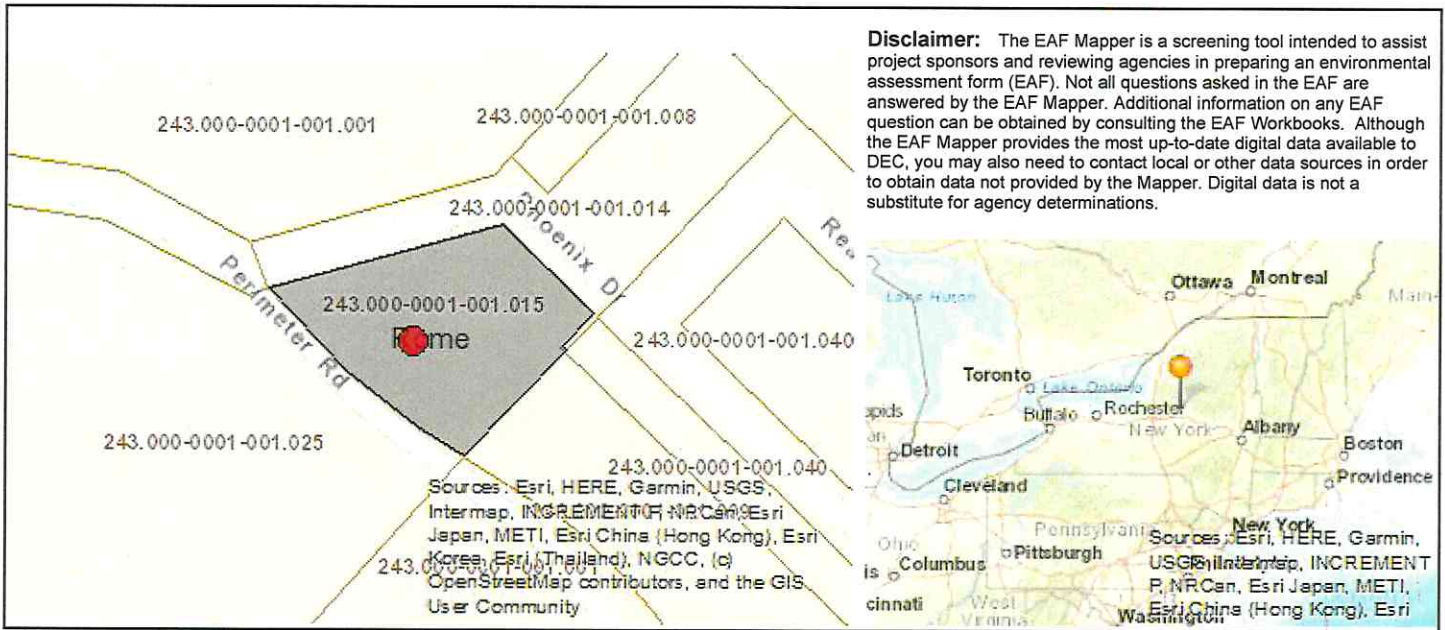
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Michelle D. Senus Date 3/5/20
Michelle D. Senus

Signature Michelle D. Senus Title VP of Human Resources



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]	Remediation Sites:633006, NYS Heritage Areas:Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	633006
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]	633006
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
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.i. [Aquifers]	Yes
E.2.i. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

2020 CITY OF ROME TAX BILL

4/24

MAIL CHECKS PAYABLE TO:

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

BILL NO. 253175	MAP # 243.000-0001-001.015	SEQ. NO. 902	BANK CODE 10/28
FISCAL YEAR 1/1/2020-12/31/2020		WARRANT DATE 12/31/2019	ACCOUNT NO. 08514 01
ESTIMATED STATE AID \$10,609,682		SEE REVERSE SIDE FOR MORE INFORMATION	

Owner(s) Name and Address:

301301 243.000-0001-001.015
POLCE MANAGEMENT GROUP LLC
401 PHOENIX DR
ROME, NY 13441-4912

16-9574

PAYMENT IN PERSON:

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

Office Hours: M-F 8:30 - 4:30 PM



PROPERTY DESCRIPTION & LOCATION

SWIS CODE: 301301
TAX MAP #: 243.000-0001-001.015
LOCATION: 401 Phoenix Dr
PROP CLASS: Office bldg.

FAILURE TO RECEIVE A BILL DOES NOT WAIVE PENALTY.

TAX DESCRIPTION	TOTAL TAX LEVY	% CHG FROM PRIOR YEAR	TAXABLE ASSESSED VALUE	RATE PER \$1000	TAX AMOUNT
GENERAL CITY TAX	11,141,147	0.3	140,000	13.3120	\$ 1,863.69
INSIDE DISTRICT TAX	4,185,167	0.6	140,000	6.8838	\$963.74
Total Due:					\$2,827.43

PROPERTY TAX PAYER BILL OF RIGHTS

The assessor estimates the FULL MARKET VALUE of this property as of 7/30/2019: 210,558.00
Assessed value of this property as of 7/30/2019 was: 140,000.00
The UNIFORM PERCENTAGE OF VALUE used to establish assessments was: 66.49%

EXEMPTION	TAX PURPOSE	VALUE	EXEMPTION	TAX PURPOSE	VALUE

FIRST PAYMENT SECOND PAYMENT

TOTAL TAX	\$1,413.71	\$1,413.72
DISCOUNT		
PENALTY		
TOTAL		

CITY OF ROME TAX BILL

TAX YEAR: 2020

BILL NO: 253175
SWIS: 301301
TAX MAP #: 243.000-0001-001.015
LOCATION: 401 Phoenix Dr
LOCKBOX #: 117114
PAYMENT TYPE: 1
INSTALLMENT PERIOD: 2

Due Date	2nd Installment Amount
10/31/2020	\$1,413.72

POLCE MANAGEMENT GROUP LLC
401 PHOENIX DR
ROME, NY 13441-4912

DISCOUNT	
PENALTY	
TOTAL	

2020121171140000000000253175301301000014137200000000009

CITY OF ROME TAX BILL

TAX YEAR: 2020

BILL NO: 253175
SWIS: 301301
TAX MAP #: 243.000-0001-001.015
LOCATION: 401 Phoenix Dr
LOCKBOX #: 117114
PAYMENT TYPE: 1
INSTALLMENT PERIOD: 1

Due Date	1st Installment Amount
04/30/2020	\$1,413.71
Total Due:	\$2,827.43

POLCE MANAGEMENT GROUP LLC
401 PHOENIX DR
ROME, NY 13441-4912

DISCOUNT	
PENALTY	
TOTAL	

2020111171140000000000253175301301000014137100002827433

2020 ONEIDA COUNTY TAX - CITY OF ROME

86.3% of County Budget Due to State & Federal Mandates

MAIL CHECKS PAYABLE TO:

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

BILL NO.	MAP #	SEQ. NO.	BANK CODE
226175	243.000-0001-001.015	902	
FISCAL YEAR		WARRANT DATE	ACCOUNT NO.
1/1/2020-12/31/2020		12/31/2019	08514 01
ESTIMATED STATE AID			SEE REVERSE SIDE FOR MORE INFORMATION
\$81,689,055			

Owner(s) Name and Address:

301301 243.000-0001-001.015
POLCE MANAGEMENT GROUP LLC
401 PHOENIX DR
ROME, NY 13441-4912

16-9574



PAYMENT IN PERSON:

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

Office Hours: M-F 8:30 - 4:30 PM

PROPERTY DESCRIPTION & LOCATION

SWIS CODE: 301301
TAX MAP #: 243.000-0001-001.015
LOCATION: 401 Phoenix Dr
PROP CLASS: Office bldg.

FAILURE TO RECEIVE A BILL DOES NOT WAIVE PENALTY.

TAX DESCRIPTION	TOTAL TAX WARRANT	% CHG FROM PRIOR YEAR	TAXABLE ASSESSED VALUE	RATE PER \$1000	TAX AMOUNT
ONEIDA COUNTY TAX	77,343,380	0.4	140,000	10.1388	\$ 1,419.44

PROPERTY TAX PAYER BILL OF RIGHTS

The assessor estimates the FULL MARKET VALUE of this property as of 7/30/2019: 210,558.00
Assessed value of this property as of 7/30/2019 was: 140,000.00
The UNIFORM PERCENTAGE OF VALUE used to establish assessments was: 66.49%

EXEMPTION	TAX PURPOSE	VALUE	EXEMPTION	TAX PURPOSE	VALUE

Due by:	02/29/2020
Total Due:	\$1,419.44

IF PAID BY	PENALTY %	PENALTY AMOUNT	TOTAL TAX DUE
February 29, 2020	0.0%	\$0.00	\$1,419.44
March 1, 2020	5.0%	\$70.97	\$1,490.41

Penalty _____

TOTAL PAID: _____

SEE REVERSE SIDE FOR EXEMPTION AND THIRD PARTY NOTIFICATION.

April 1 2020 all unpaid County taxes will be returned to the County Treasurer.

DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

2019-2020 ROME CITY SCHOOL TAX

4/29

MAIL CHECKS PAYABLE TO:

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

BILL NO.	MAP #	SEQ. NO.	BANK CODE
273186	243.000-0001-001.015	900	
FISCAL YEAR		WARRANT DATE	ACCOUNT NO.
07/01/2019 - 06/30/2020		8/22/19	08514 01
ESTIMATED STATE AID			SEE REVERSE SIDE FOR MORE INFORMATION
\$77,196,947			

PAYMENT IN PERSON:

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

Office Hours: M-F 8:30-4:30 PM

Owner(s) Name and Address:

301301 243.000-0001-001.015
POLCE MANAGEMENT GROUP LLC
401 PHOENIX DR
ROME NY 13441-4912

15-10157



PROPERTY DESCRIPTION & LOCATION

SWIS CODE: 301301
TAX MAP #: 243.000-0001-001.015
LOCATION: 401 Phoenix Dr.
PROP CLASS: Office bldg.

FAILURE TO RECEIVE A BILL DOES NOT WAIVE PENALTY.

TAX DESCRIPTION	TOTAL TAX LEVY	% CHG FROM PRIOR YEAR	TAXABLE ASSESSED VALUE	RATE PER \$1000	TAX AMOUNT
CITY OF ROME NY					
SCHOOL TAX	35,159,690	4.1	140,000.00	31.9453	\$4,472.35
LIBRARY TAX	817,000	0.0	140,000.00	.7423	\$103.92
STAR TAX SAVINGS					- 0.00
Total Due:					\$4,576.27

PROPERTY TAX PAYER BILL OF RIGHTS						
The assessor estimates the FULL MARKET VALUE of this property as of 07/31/2018:			195,422.00			
Assessed value of this property as of 07/31/2018 was:			140,000.00			
The UNIFORM PERCENTAGE OF VALUE used to establish assessments was:			71.64%			
EXEMPTION	VALUE	FULL VALUE	EXEMPTION	VALUE	FULL VALUE	

	FIRST PAYMENT	SECOND PAYMENT
TOTAL TAX	\$2,288.13	\$2,288.14
PENALTY		
TOTAL		

2019-2020 ROME CITY SCHOOL TAX

Due Date	2nd Installment Amount
04/30/2020	\$2,288.14

POLCE MANAGEMENT GROUP LLC
401 PHOENIX DR
ROME NY 13441-4912

BILL NO: 273186
SWIS: 301301
TAX MAP #: 243.000-0001-001.015
LOCATION: 401 Phoenix Dr
LOCKBOX #: 117114
PAYMENT TYPE: 3
INSTALLMENT PERIOD: 2

PENALTY _____
TOTAL _____

2020321171140000000000273186301301000022881400000000008

NO.	DATE	DESCRIPTION

OVERALL SITE PLAN

MBL ENGINEERING, PLLC

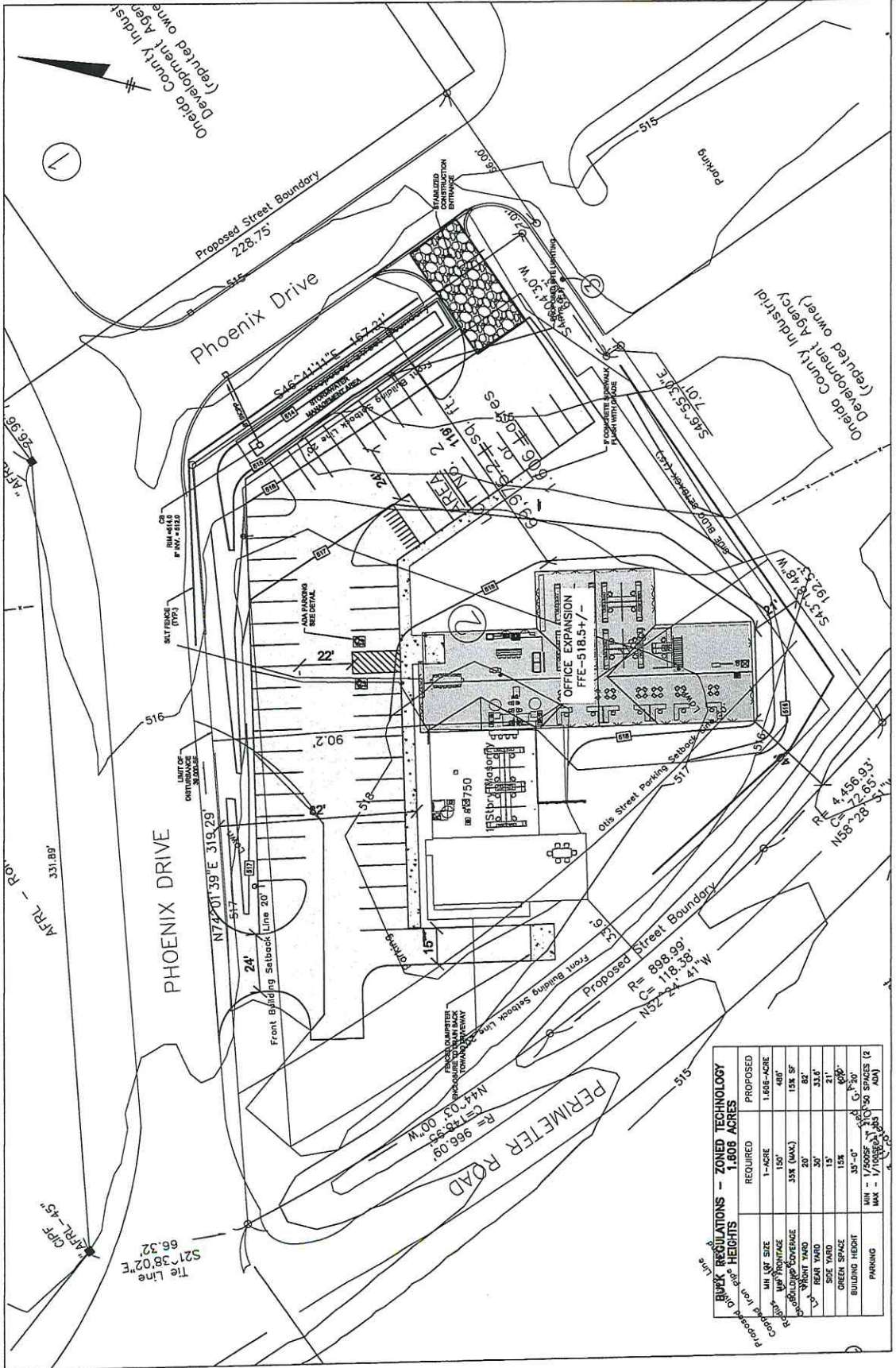
POLICE MANAGEMENT, LLC
 401 PHOENIX DRIVE
 CITY OF ROME
 ONEIDA COUNTY

PROJECT # 20-039

DATE: MARCH 2020

SHEET # C-001

PRELIMINARY NOT FOR CONSTRUCTION
 DATE: 03/03/2020



THE DRAWING WAS PREPARED BY THE SCALE INDICATED IN THE TITLE BLOCK. THE USER MUST BE AWARE THAT ANY REPRODUCTION OF THIS DRAWING FOR ANY OTHER PROJECT OR SCALE IS THE USER'S RESPONSIBILITY TO OBTAIN THE ACTUAL SCALE OF THE DRAWING.

SITE PLAN
 SCALE: 1"=20'

BYE-LAW REGULATIONS - ZONED TECHNOLOGY 1.808 ACRES

REQUIRED	PROPOSED
MIN. LOT SIZE	1.808-ACRE
MIN. FRONT YARD SETBACK	40'
MIN. SIDE YARD SETBACK	15'
MIN. REAR YARD SETBACK	15'
MIN. GREEN SPACE	15%
MIN. BUILDING HEIGHT	35'-0"
MIN. PARKING	1/1000SF (100) 50 SPACES (3 ADA)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ONEGROUP NY Inc. 169 Main Street Oneida NY 13421	CONTACT NAME: Christina Smith, CISR PHONE (A/C, No, Ext): 315-280-6310 FAX (A/C, No): 315-457-7902 E-MAIL ADDRESS: CSmith@OneGroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Dixon Building Company, LLC and Thomas J. Dixon, Marie T. Dixon 7240 Vienna Road Blossvale NY 13308	INSURER A: Cincinnati Insurance Company NAIC # 10677	
	INSURER B: Excellus Health Plan	
	INSURER C:	
	INSURER D:	
	INSURER E:	

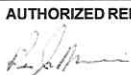
COVERAGES **CERTIFICATE NUMBER:** 1494285463 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0175484	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive ot car		Y	EBA0522553	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	EPP0175484	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EW0466759	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	New York State Disability Benefits			003104970001	1/1/2020	1/1/2021	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Polce Management Group LLC PO Box 411 Rome NY 13442	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: DIXBU

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY OneGroup NY, Inc.		NAMED INSURED Dixon Building Company, LLC, Dixon Real Estate Development LLC, Thomas J Dixon, Marie T Dixon 7240 Vienna Road Blossvale, NY 13308
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Insurance

Coverage applies per form(s):

Commercial Automobile:

461-0157 (05/07) - Business Auto Coverage Broadening Endorsement - New York

General Liability

GA 233 NY (02/07) - New York Contractors' Commercial General Liability Broadened Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT-NEW YORK**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. **CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

SECTION II- LIABILITY COVERAGE 3.

BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph

1. Who Is An Insured provision:

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph A1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph A2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE**:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto."

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph 3. **Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of
**SECTION III - PHYSICAL DAMAGE
COVERAGE, A. COVERAGE** is replaced
with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use we pay for its "loss."

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto," including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto," and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual

cash value at the time of the "loss."

3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is excess.

However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto," to remove and transfer your materials and equipment from the covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's

expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto." If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3,000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No

deductible applies to this Airbag Coverage.

SECTION IV - CONDITIONS

14. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident," claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident," claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership, or
 - (3) An executive officer or insurance manager if you are a corporation.

15. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us**, **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract," written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover

damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

16. UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS. B.**

General Conditions, paragraph 2.

Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

17. HIRED AUTO - WORLDWIDE COVERAGE

Paragraph e. under **SECTION IV -**

Business Auto Conditions, B. General

Conditions, paragraph 7. Policy Period,

Coverage Territory is replaced with the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION V - DEFINITIONS

18. MENTAL ANGUISH

Paragraph C. "**Bodily injury,**" **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
x Managers or Lessors of Premises;	
x Lessor of Leased Equipment;	
x Vendors;	
x State or Political Subdivisions - Permits Relating to Premises;	
x State or Political Subdivisions - Permits; and	
x Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property.....	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	14
x Nurses;	
x Emergency Medical Technicians; and	
x Paramedics	
13. Broadened Notice of Occurrence.....	15

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail bonds: \$ 1,000
- Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; and or

- 2) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
 - 2) Errors in providing information on past performance of investment vehicles; or
 - 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
 - (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "ex-

ecutive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS**

OF INSURANCE is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions, negligently committed in the "administration" of your "employee benefit program".
- However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".
- (4) **Deductible Amount**

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** as applicable to Each Employee applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) **Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) **Item 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";

- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or

- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pen-

sion plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance. 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance. 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance. 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property. Subparagraphs (3), (4) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance. 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance. 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. **Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance. 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit.** applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and

- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as ven-

dor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of

business, in connection with the distribution or sale of the products:

- f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
 - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
 - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf of the additional insured; or
 - 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition 5. **Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- 2) For any other valid and collectible insurance

available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work":

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form num-

ber **CG 20 10** but does not specify which edition, or specifies an edition that does not exist. Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract"** (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of dam-

ages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit.** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED.** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and

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

23-Mar-20

Name of Applicant: Polce Management Group, LLC

Description of Project: Building Renovation/Expansion & Equipping
401 Phoenix Drive, Rome

Name of All Sublessees or Other Occupants of Facility: M.A. Polce Consulting Inc.

Principals or Parent of Applicant: Michael & Maureen Polce (50/50)

Products or Services of Applicant to be produced or carried out at facility: Managed IT/Cloud/CyberSecurity Services

Estimated Date of Completion of Project: Oct-20

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
<u>X</u>	Sales Tax Exemption on Eligible Expenses Until Completion
<u>X</u>	Mortgage Recording Tax Abatement
<u>X</u>	Real Property Tax Abatement

Project Costs

Land Acquisition	\$ -
Existing Building(s) ACQUISITION	
Existing Building(S) RENOVATOIN	\$ 150,000
NEW Building(s) CONSTRUCTION	\$ 1,020,082
Installation Costs	\$ -
Site Preparation/Parking Lot Construction	\$ 26,500
Machinery & Equipment (other than furniture)	\$ 128,000
Furniture & Fixtures	\$ 150,000
Architectural & Engineering	\$ 6,000
Legal Fees (applicant, IDA, bank, other counsel)	\$ 20,000
Financial (all costs related to project financing)	\$ 34,025
Permits	\$ 1,500
Other	\$ 15,000
Agency Fee	\$ 7,756
TOTAL COST OF PROJECT	\$ 1,558,863

Assistance Provided by the Following:

EDGE Loan:	
MVEDD Loan:	
Grants - Please indicate source & Amount:	\$ 260,000
Other Loans - Please indicate source & Amount:	

Empire State Development

Company Information

Existing Jobs	25.5
Created Jobs FTE (over three years)	5
Retained Jobs	25.5

Average Salary of these Positions

\$	71,250
\$	84,500
\$	71,250

Earnings Information for Oneida County

Average Salary of Direct Jobs for Applicant	\$ 71,250
Average of County Indirect Jobs	\$ 25,000
Average of Construction Jobs	\$ 32,000

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

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 1,068,750	\$ 45,422
Existing	\$ 5,450,625.00	\$ 231,651.56
Indirect Jobs		
Created	\$ 937,500	\$ 39,844
Existing	4781250	203203.125
Construction - only one year		
Person Years	\$ 191,453	\$ 8,137
TOTALS Calculation of Benefits (3 Yr Period)	\$ 12,429,578	\$ 528,257

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ 384,750	\$ 37,513
	Existing	0.36	\$ 1,962,225.00	\$ 191,317
Indirect Jobs	Created	0.36	\$ 337,500	\$ 32,906
	Existing	0.36	\$ 1,721,250.00	\$ 167,822
Construction - only one year	Person Years	0.36	\$ 68,923	\$ 6,720
TOTAL TAXABLE GOODS & SERVICES			\$ 4,474,648	\$ 436,278

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:	Rome
Tax Rate for Municipality where facility is located:	Rome
Tax Rate for County:	Oneida
Total Rate:	63.0146
Real Property Taxes Paid: \$	130,692

COSTS: IDA BENEFITS

Real Property Taxes Abatement	\$ 35,000
Mortgage Tax Abated (.75%)	\$ 10,500
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 80,240
Total:	\$ 125,740

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.