

Park Outdoor Advertising of New York, Inc.

11 Ascot Place, Ithaca, NY(Headquarters)

Billboard advertising company

Proposed Project: Facility relocation from 543 Oriskany Street, City of Utica to 2429 Chenango Road, City of Utica due to MVHS project.

Purchasing an existing building to relocate its Utica production and warehousing division, out of which its workforce services the Utica, Mohawk Valley and Syracuse markets.

1. Build out shop offices.
2. Replace two furnaces.
3. Replace two 14' overhead doors.
4. Build a 30'x40' pole barn.
5. Install Information Technology system and phone systems.

Estimated Project Total Cost: - \$856,850

Acquisition of Existing Bldg.	\$ 750,000
Renovations:	\$ 20,000
Building Construction:	\$ 50,000
Machinery & Equipment	\$ 12,800
Fixtures	\$ 2,200
Installation	\$ 10,250
Legal Fees	\$ 7,500
Financing Charges	\$ 3,150
<u>Building Inspection Fee</u>	<u>\$ 950</u>

Employment: Retain: 16 FTE Create: 1 FTE

Estimated Incentives Request Total: \$ 270,084

(1) MVHS PILOT	\$ 263,500
(2) Sales Tax Exemption	\$ 6,584

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.

Park Outdoor Adv-Relocation

Project Name

Number (to be provided by the agency)

Date of Submission

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: Park Outdoor Advertising of New York, Inc.

1(b) Principal Address: 11 Ascot Place, PO Box 4680
Ithaca, N.Y. 14850

1(c) Telephone/Facsimile Numbers: (607) 257-1477
(607) 257-3020 Fax

1(d) Email Address: Matt.stubley@parkoutdoor.com

1(e) Federal Identification Number: 16-1229766

1(f) Contact Person: Matt Stubley

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: 16-1229766
 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>
Roy H. Park, Jr.	1 Hampton Hill Road, Ithaca, N.Y. 14850	84%

All other shareholders have less than 5% ownership.

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.

No.

2(c) Is the Applicant affiliated with any other entity, directly or indirectly, other than as listed in the response to 2(a) above? If yes, please indicate name and relationship of such other entity and the address thereof:

No.

Applicant's Counsel and Accountant

3(a). Applicant's Attorney

Name/Title: Michael Callan

Firm: Saunders, Kahler, LLP.

Address: 185 Genesee St.
Uitca, N.Y. 13501- 2194

Telephone/Fax: (315) 733-0419

Email: _____

3(b) Applicant's Accountant

Name/Title: Jeff Silfer

Firm: Evans and Bennett

Address: 2112 Erie Blvd. East Suite #100
Syracuse, N.Y. 13224-9912

Telephone/Fax: (315) 474-3986

Email: _____

Business Description

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

Out of Home Advertising.

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.

Purchasing a existing building to relocate our Utica division. Our production crews also serve the Syracuse division.

After exhausting all other facilities in the region we have found that 2429 Chenango Road facility to be the only local option for us to pursue. Our needs are unique, we need business to business, production, shop and warehousing to service our clients.

While the existing building is conforming to our needs, it is in need of repair and office build outs.

1. Build out shop offices.
2. Replace two furnaces.
3. Replace two 14' overhead doors.
4. Build a 30'x40' pole barn.
5. Install Information Technology system and phone systems.

Reasons for Project

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

We really would rather not relocate our current offices and plant, but we are currently located in the footprint of the MVHS new hospital project. While we really have no choice in the impending acquisition, we do not want to stand in the way of progress and are planning accordingly.

With a move to stay in Utica and Oneida County, our biggest impediment will be the additional cost of purchasing (over the potential sale price of our existing property) this building and the \$75,000 investment to bring the new location up to spec. This challenge will exceed \$235,000 in addition to a loss of significant annual income from some of our existing signs that will be taken as part of this project.

However, the new building does present us an opportunity to expand our operation and create more FTE's.

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

We are seeking the agencies assistance with a PILOT agreement and sales tax relief on materials needed to make the new location suitable to help us transition to a more expensive facility to suit our particular needs.

The price of the new location would impact the assessed value greatly and cause us to consider moving our Utica operations to our Syracuse offices at 700 Hartwell ave. in East Syracuse. A 10 year PILOT agreement would help us absorb and grow into the new assessment without relocating to Syracuse.

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 or 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:

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

We would relocate our physical office and shop along with 16 FTE's to our Syracuse location. I cannot define the potential impact on our local employees ability to commute to Syracuse as a condition of employment.

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

Yes No If yes, please explain briefly.

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

Yes No

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

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

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

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

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

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

- | | | |
|-------------------------------------|--|--|
| <input type="checkbox"/> | Manufacturing | Percentage of sq. footage of each use (if more than one category): |
| <input type="checkbox"/> | Industrial Assembly or Service | |
| <input checked="" type="checkbox"/> | Back office operations 55% | |
| <input type="checkbox"/> | Research and Development | |
| <input type="checkbox"/> | Technology/Cybersecurity | |
| <input checked="" type="checkbox"/> | Warehousing 35% | |
| <input checked="" type="checkbox"/> | Commercial or Recreational 10% | |
| <input type="checkbox"/> | Retail | |
| <input type="checkbox"/> | Residential housing (specify) _____ | |
| <input type="checkbox"/> | Pollution Control (specify) _____ | |
| <input type="checkbox"/> | Environmental (e.g., Brownfield) (specify) _____ | |
| <input type="checkbox"/> | Other (specify) _____ | |

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 Pole Barn
- Acquisition of machinery and/or equipment New furnaces & 14' overhead doors.
- Installation of machinery and/or equipment IT & Phone
- 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.

Assistance	Estimated Value
<input checked="" type="checkbox"/> Real Property Tax Abatement	\$ 263,500.
<input type="checkbox"/> Mortgage Tax Exemption (.75%) \$ _____	
Amount of mortgage: \$ _____	
<input checked="" type="checkbox"/> Sales and Use Tax Exemption ** (8.75%) \$ _____	6,584
Value of goods/services to be exempted from sales tax: \$ _____	75,250.
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds \$ _____	

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(m) through 7(q))

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

7(a) Street Address of Facility:

2429 Chenango Road

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

City of Utica

7(c) School District:

City of Utica

7(d) Tax Map Number(s):

329.6-2-4.2

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.

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

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

Other St. (tax bill) Light Industrial (Zoning Map)

7(g) 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.**

Commercial Building built in 1997. Pole barn style construction with large shop and loft area and 2 story office space. Wood frame with steel siding. Total square footage 12,200 SF.

Attached building inspection report,relator`s description, plot plan and drawings.

Park Outdoor will build out more offices in the shop area and plan to build a freestanding pole barn next summer.

Park Outdoor will hire an outside contractors to replace the shop furnace and add one to that area.

Park Outdoor will hire an outside contractor to replace the two 14' overhead doors.

Park Outdoor will hire outside contractors to install our IT system and new phone system.

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

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

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

Construction commencement: 1-1-2019

Construction completion: 1-1-2020

7(i) 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.

City of Utica building permit.

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

Yes No N/A

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

7(j) 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(k) What is the useful life of the facility? 75 years

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

If yes, which Empire Zone: _____

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

Provide detail.

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

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

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.

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? _____⁰%. **If the answer is less than 33% do not complete the remainder of the retail determination and proceed to next section.**

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.

All applicants answer the following questions.

4. 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 Currently, we have 16 FTE's and we will increase to 17.

5. Is the project located in a Highly Distressed Area? Yes or No

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: Scharf, Kathleen E. & Lawrence H.

Address: 61 Paris Road

New Hartford, N.Y. 13413

Telephone: _____

Balance of Mortgage: 0

Holder of Mortgage: 0

If the Applicant is not the present owner of the facility, please attach any written agreements and contracts concerning the acquisition of the real property and/or equipment. Attached; purchase offer from Park Outdoor.

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.

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>Square Feet 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.

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. Two furnaces, Two 14" overhead doors, IT instalation, Phone system and 30'x40' pole barn.

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. Quotes only at this time.

9(c) What is the useful life of the equipment? 15, 20 & 50 years

Part VIII: Employment Information

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

Construction Jobs:

10(b) 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 - chart will auto-sum each category

Number of Jobs BEFORE Project	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Address in NYS	543 Oriskany Street Utica	2429 Chenango Utica				
Full-Time Company	16	0				0 16
Full-Time Independent Contractors						0
Full-Time Leased						0
Total Full-Time BEFORE	0 16	0 0	0	0	0	0 16
Part-Time Company						0
Part-Time Independent Contractors						0
Part-Time Leased						0
Total Part-Time BEFORE	0 16	0 0	0	0	0	0

*Continued on next page

- chart will auto-sum each category

Number of Jobs AFTER Project (within 3 years of project completion)	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Full-time Company	0	17				0 17
Full-Time Independent Contractors	0	0				0
Full-Time Leased	0	0				0
Total Full-Time AFTER	0 0	0 17	0	0	0	0 17
Part-Time Independent Company	0	0				0
Part-Time Independent Contractors	0	0				0
Part-Time Leased	0	0				0
Total Part-Time AFTER	0 0	0	0	0	0	0

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	0	1				0 1
Part-Time	0	0				0
Total AFTER	0 0	0 1	0	0	0	0 1

*Continued on next page

- chart will auto-sum each category

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary	Average Fringe Benefits (as a percentage of wages)
Management	\$ 93,185.	% 30	\$	%
Administrative	\$ 29,956.	% 30	\$	%
Production	\$ 40,254.	% 30	\$ 65,177.	% 30
Independent Contractor	\$	% 30	\$	%
Other Sales	\$ 103,019.	% 30	\$	%
Overall Weighted Average	\$ 66,604.	% 30	\$ 65,177.	%

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

*** 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. A Full-Time Job works 35 hours or more per week. Agency staff converts Part-Time Jobs into Full-Time Equivalents (FTE) by dividing the number of Part-Time Jobs by two(2). Agency staff will project such jobs over the THREE (3)-year time period FOLLOWING Project Completion.

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

Part IX: Estimated Project Cost and Financing - form will auto sum

11(a) List the costs necessary for the construction, acquisition or renovation of the facility.

Acquisition of Land (if vacant)	
Acquisition of Existing Building(s)	\$750,000.
Renovation Costs of Existing Building(s)	\$20,000.
New Construction of Buildings	\$50,000. (pole barn)
Machinery and Equipment (other than furniture costs)	\$12,800. (furnaces & doors)
Fixtures	\$2,200 (phone system)
Installation Costs	\$10,250. (IT)
Fees & Permits (other than your own broker and legal fees)	
Legal Fees (IDA legal fees, Applicant legal fees)	\$7,500.
Architectural/Engineering Interest on Financing Charges	\$3,150.
Other (specify) Building Inspection	\$950.
Subtotal	0 \$856,850.
Agency Fee¹	
Total Project Cost	0 \$856,850.

¹See Attached Fee Schedule (Page 25) for Agency Fee amount to be placed on this line

11(b) **Sources of Funds for Project Costs (will auto sum):**

Bank Financing: \$ 600,000.

Equity (excluding equity that is attributed to grants/tax credits) \$ 150,000.

Tax Exempt Bond Issuance (if applicable) \$ _____

Taxable Bond Issuance (if applicable) \$ _____

Public Sources (Include sum total of all state and federal grants and tax credits) \$ _____

Identify each state and federal grant/credit:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Sources of Funds for Project Costs: \$ 0 \$750,000.

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 #	Current Assessed Value (Land)	Current Assessed Value (Building)	Real Estate Taxes
329.6-2-4.2	\$25,000.	\$152,000.	\$11,667.

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

City of Utica

222 Genesee St.

Utica, N.Y. 13502-4385

12(c) Address of Receiver of School Taxes:

City of Utica

222 Genesee St.

Utica, N.Y. 13502-4385

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 account numbers will be affected.

329.6-2-4.2

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.

Bridge loan.

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.

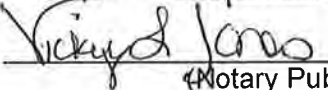
STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

Matt Stublely, being first duly sworn, deposes and says:

1. That I am the Vice President/GM (Corporate Office) of Park Outdoor Advertising of New York, Inc. (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 5th day of November, 2018


(Notary Public)

VICKY L. JONES
Notary Public, State of New York
Oneida County, No. 01JO4931596
My Comm. Expires May 31, 2022

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

By: _____

Name: _____

Title: _____

Date: _____

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.

Agency Fee Schedule

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

Bond Fees: ½ of 1% of total bond amount

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

- Up to a \$1.0 Million project - \$5,000
- Above \$1.0 Million project up to \$10.0 Million project – ½ of 1% of total project cost.
- Above \$10.0 Million project – ½ of 1% of total project cost up to \$10.0 Million plus incremental increase of ¼ of 1% of total project above \$10.0 Million.

Transaction Counsel/Agency Counsel fee:

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

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

Annual Fee:

For the term in which the property remains in the IDA's name, an annual lease payment is due in the amount of \$500. The first payment is due at closing and subsequent payments are due each January 1. For annual fees not paid and delinquent, a late charge of \$50 per month will be levied until such time the fee plus late charges are paid.

Other fees:

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

Please complete **either** a Short Form or a Full Form EAF and consult with your project engineer or architect if you have any questions which form is appropriate for your project. **Submit the applicable form with your application.**

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

Part 1 - Project and Sponsor Information							
Name of Action or Project: Park Outdoor Relocation Project							
Project Location (describe, and attach a location map): 2429 Chenango Road, Utica, N.Y. 13502							
Brief Description of Proposed Action: Purchase existing building in which to relocate our business. Later add a pole barn on the existing lot.							
Name of Applicant or Sponsor: Matt Stubley VP/GM Park Outdoor Adv.		Telephone: 315-725-3109 E-Mail: matt.stubley@parkoutdoor.com					
Address: 543 Oriskany Street.							
City/PO: Utica		State: new York	Zip Code: 13502				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Utica building permit.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ .50 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ .50 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES			
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____			
	<input type="checkbox"/> NO <input type="checkbox"/> YES		

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>Matt Stublely Parkoutdoor Adv. VP/GM</u> Date: <u>11-2-18</u></p> <p>Signature: <u><i>Matt Stublely</i></u></p>		

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

Nov 1 2018

Name of Applicant: Park Outdoor Advertising of New York, Inc.

Name of All Sublessees or Other Occupants of Facility: _____

Principals or Parent of Applicant: _____

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

Estimated Date of Completion of Project: _____

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

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

Project Costs

Land	
Existing Building	\$ 750,000.00
Existing Bldg. Rehab	\$ 20,000.00
Construction of New Building Addition or Expansion	\$ 50,000.00
Engineering/ Architectural Fees installation	\$ 10,250.00
Fixtures	\$ 2,200.00
Equipment	\$ 12,800.00
Legal Fees (Bank, Bond, Transaction, Credit Provider, Trustee)	\$ 7,500.00
Finance Charges (Title Insurance, Environmental Review, Bank Commitment Fee, Appraisal, Etc.)	\$ 3,150.00
Other (provide detail)	\$ 950.00
TOTAL COST OF PROJECT	\$ 856,850.00
Agency Fee	
TOTAL W Fee	\$ 856,850.00

Bldg. Inspection

Waived MVHS

Assistance Provided by the Following:

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

Company Information

Existing Jobs
 Created Jobs (over three years)
 Retained Jobs

\$	16.00
\$	1.00
\$	16.00

Average Salary of these Positions

66,604
65,177
66,604

Earnings Information for Oneida County

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

\$	66,604.00
\$	25,000.00
\$	32,000.00

Note: \$1,000,000 in construction expenditures generates 15 person - years of employment
 Construction Person Years of Employment: 12

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 199,812.00	8492.01
Existing	\$ 3,196,992.00	135872.16
Indirect Jobs		
Created	\$ 187,500.00	7968.75
Existing	\$ 3,000,000.00	127500
Construction - only one year		
Person Years	\$ 384,000.00	16320
TOTALS Calculation of Benefits (3 Year Period)	\$ 6,968,304.00	296153

TAXABLE GOODS & SERVICES

	Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs			
Created \$	0.36	71932.32	7013.4012
Existing \$	0.36	1150917.12	100705.248
Indirect Jobs			
Created \$	0.36	67500	6581.25
Existing \$	0.36	1080000	94500
Construction - only one year			
Person Years \$	0.36	138240	12096
TOTAL TAXABLE GOODS & SERVICES		2508589	220896

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

Tax Rate for School District where facility is located:	27.67
Tax Rate for Municipality where facility is located:	27.09
Tax Rate for County:	11.15
	65.91

Real Property Taxes Paid: **\$ 76,191.96**

COSTS:

Real Property Taxes Abated on Improvements Only (10 yr. Period):	263,500	Amount of Taxes that would be abated by applying PILOT
Mortgage Tax Abated (.075%)	0	
Estimated Sales Tax Abated During Construction Period (8.75%)	6,584	

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.

FIRST INSTALLMENT OF SCHOOL TAXES MUST BE PAID ON OR BEFORE 10-02-18. TAXES PAID AFTER 10-31-2018 WILL BEAR INTEREST AT THE MONTHLY RATE OF 4% FOR THE MONTH OF NOVEMBER AND 1 ADDITIONAL PERCENT FOR EACH SUBSEQUENT MONTH UNTIL PAID.

SECOND INSTALLMENT OF SCHOOL TAXES MUST BE PAID ON OR BEFORE 12-04-18

AFTER December 04, 2018 THE LAW DIRECTS THAT THE UTICA CITY COMPTROLLER WILL CHARGE AN ADDITIONAL 5% COLLECTION FEE ON PRINCIPAL AND INTEREST OF ALL DELINQUENT TAXES.

TOTAL UNPAID TAXES WILL BEAR SCHOOL PENALTY OF 6% FOR JANUARY 2019 AND AN ADDITIONAL 1% FOR EACH SUBSEQUENT MONTH PLUS 5% CITY COLLECTION FEE UNTIL PAID IN FULL.

INSTALLMENT 1	INSTALLMENT 2
\$2,448.97 <i>PO ck 3919</i> <i>2448.97</i> <i>10-1-2018</i>	\$2,448.97 <i>ck. 3920</i> <i>2448.97</i> <i>12-1-18</i>
PENALTY:	PENALTY:
TOTAL: <i>2448.97</i>	TOTAL: <i>2448.97</i>

SCHARF LAWRENCE H
SCHARF KATHLEEN E
61 PARIS RD
NEW HARTFORD, NY 13413

\$ 4,897.94

Due No Later Than **October 02, 2018** **December 04, 2018**

MAKE CHECKS PAYABLE TO SCHOOL TAX COLLECTOR

MAIL TO: CITY OF UTICA
C/O Bank of Utica
222 Genesee St.
Utica, NY 13502-4385

IF STAMPED RECEIPT IS NEEDED
SEND ENTIRE BILL WITH PAYMENT
ALONG WITH A SELF-ADDRESSED STAMPED ENVELOPE
PAY IN PERSON AT UTICA CITY HALL, 1 KENNEDY PLAZA, UTICA NY
OR ONLINE AT WWW.CITYOFUTICA.COM

The total amount of local assistance to be received from
The State of New York by The Utica City School District during
the school year ending June 2019, \$142,504,244.

The Uniform Percentage of Value is 68%
Total Tax Levy is \$30,005,865
Total Tax Levy Last Year was \$30,005,865
The Percentage Inc. or (Dec) is 0.0
Estimated Full Market Value 260,294

Warrant Date: August 1, 2018

NYS TAX & FINANCE SCHOOL DISTRICT CODE: 653

EXEMPTION	VALUE	FULL VAL ESTIMATE	TAX PURPOSE	EXEMPTION	VALUE	FULL VAL ESTIMATE	TAX PURPOSE
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STAR Savings: \$0.00

LEVY	TAX AMOUNT	TAX RATE
Library Tax	\$124.74	.7048
Utica School Tax	\$4,773.20	26.9672
		TAXABLE VALUE
		177,000
		TOTAL ASSESSED
		177,000
TOTAL TAX AMOUNT DUE		\$4,897.94
SWIS - S/B/L	301600 - 329.6-2-4.2	BANK CODE
PROPERTY CLASS	Other St	
LOCATIO	2429 CHENANGO St	PARCEL NUMBER 329.6-2-4.2

Utica City School District
School Taxes
Fiscal Year
July 1, 2018 - June 30, 2019

IF PAYING BY MAIL RETURN STUB WITH PAYMENT ON OR BEFORE DUE DATE

If you feel your assessment is too high, you have the right to ask for a reduction in the future. For further information, please ask your assessor for the booklet "How to File a Complaint". Please note that the period for filing complaints on this assessment has passed.

PLEASE RETURN THE STUB BELOW WITH YOUR PAYMENT

MAKE CHECKS
PAYABLE TO: CITY OF UTICA

MAIL TO: CITY OF UTICA
C/O Bank of Utica
222 Genesee St.
Utica, NY 13502-4385

SCHARF LAWRENCE H
SCHARF KATHLEEN E
61 PARIS RD
NEW HARTFORD, NY 13413

PAY IN PERSON AT CITY HALL
MONDAY THRU FRIDAY 8:30 - 4:15
OR ONLINE AT WWW.CITYOFUTICA.COM

YOUR CANCELLED CHECK SERVES AS RECEIPT
IF STAMPED RECEIPT IS NEEDED SEND ENTIRE BILL
WITH SELF-ADDRESSED STAMPED ENVELOPE.

Estimated State Aid: CNTY \$74,874,332

Bill Number: 325816

The Uniform Percentage of Value is 68%
Total County Tax Warrant is \$73,650,353
Percent change from prior year is 2.3%
Percent change for Utica taxpayers is 8.2%
Estimated Full Market Value 260,294

EXEMPTION	VALUE	FULL VAL ESTIMATE	TAX PURPOSE	EXEMPTION	VALUE	FULL VAL ESTIMATE	TAX PURPOSE
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LEVY DESCRIPTION	TAXABLE VALUE	TAX RATE	TAX AMOUNT
COUNTY TAX	177,000	11.1523	\$1,973.96
<i>Paid Ch # 1973.96 Jan. 30, 2018</i>			
SWIS CODE/ S-B-L	PARCEL	TOTAL TAX AMOUNT DUE	
301600	329.6-2-4.2	\$1,973.96	
LOCATION	BILL NUMBER	BANK CODE	
2429 CHENANGO St	325816		
DIMENSIONS	ROLL SECTION		
	1		
PROPERTY CLASS	TOTAL ASSESSED VALUE	177,000	
Other St			

DUE DATE
January 31, 2018

PENALTY IF PAID THEREAFTER
(see item 5 on Reverse for details)

PAYMENT RECEIPT
PENALTY:
TOTAL:

RETURN THIS STUB WITH PAYMENT

ONEIDA COUNTY 2018 TAXES
Tear Off Stub And Return
With Payment
SWIS CODE: 301600

Name:
SCHARF LAWRENCE H
SCHARF KATHLEEN E
61 PARIS RD
NEW HARTFORD, NY 13413

Parcel: 329.6-2-4.2 Bill No.: 567716

THE FOLLOWING APPLIES TO YOU ONLY IF THIS BOX IS CHECKED. TAXES FROM ONE OR MORE PRIOR LIEVES REMAINED DUE AND OWING WHEN THIS STATEMENT OF TAXES WAS PREPARED. PAYMENT OF THE ARREARS SHOULD BE MADE TO COMPTROLLERS OFFICE, 1 KENNEDY PLAZA, UTICA, NY, 13502. TO DETERMINE THE AMOUNT IN ARREARS, CONTACT THAT OFFICE AT 315-792-0147. CONTINUED FAILURE TO PAY ALL OF THE TAXES LEVIED AGAINST THE PROPERTY WILL RESULT IN YOUR LOSS OF THE PROPERTY."

SCHARF LAWRENCE H
 SCHARF KATHLEEN E
 61 PARIS RD
 NEW HARTFORD, NY 13413

The Uniform Percentage of Value is 68%
 Total Tax Levy is 29,422,062
 Total Tax Levy Last Year was 27,509,479
 The Tax Rate inc. or (Dec) is 6.78%
 Estimated Full Market Value 260,294
 Warrant Date: April 1, 2018

PAYMENT RECEIPT		
INSTALLMENT 1	INSTALLMENT 2	INSTALLMENT 3
\$2,397.60 <i>pd 3/20/18</i>	\$1,198.81 <i>pd 3/20/18</i>	\$1,198.81 <i>pd 3/20/18</i>
PENALTY: 9.98%	PENALTY:	PENALTY:
TOTAL:	TOTAL:	TOTAL:

Due Date: April 01, 2018
 Last day to pay: May 4, 2018
 before penalty: July 31, 2018

IF STAMPED RECEIPT IS NEEDED
 SEND ENTIRE BILL WITH PAYMENT
 ALONG WITH A SELF ADDRESSED STAMPED ENVELOPE

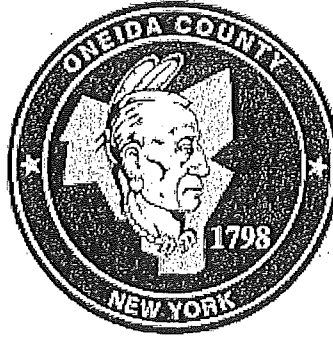


CITY OF UTICA
2018-2019
TAXES

FISCAL YEAR 04/01/2018 - 03/31/2019

EXEMPTION	VALUE	FULL VAL ESTIMATE	TAX PURPOSE	EXEMPTION	VALUE	FULL VAL ESTIMATE	TAX PURPOSE
CITY TAXES					\$4,795.22		
						27,091,643	TAX RATE
						177,000	TAXABLE VALUE
						177,000	TOTAL ASSESSED VALUE
							BANK CODE
TOTAL TAX AMOUNT DUE					\$4,795.22		
SWIS - S/B/L	301600	- 329.6-2-4.2					
PROPERTY CLASS	Other St						
LOCATION	2429 CHENANGO St						
Estimated State Aid: \$16,110,473							

IF PAYING BY MAIL RETURN STUB WITH PAYMENT ON OR BEFORE DUE DATE
 If you feel your assessment is too high, you have the right to ask for a reduction in the future. For further information, please ask your assessor for the booklet "How to File a Complaint". Please note that the period for filing complaints on this assessment has passed.



Real Property

Parcel 329.6-2-4.2

Location: (*Show Map*)
2429 CHENANGO St
Utica, NY 13502

School District: Utica City

Owners:

Lawrence H Scharf (Primary)
Kathleen E Scharf (Additional)
Scharf Living Trust (Additional)

Property Information:

Type (Class): Other Storage (449)
Acres: 0.50
Irregular Lot: No

Last Assessment:

Land Assessed Value:	\$25,000
Total Assessed Value:	\$177,000
Uniform Percent:	68%
Full Market Value:	\$260,294

Most Recent Sale:

Date:	January 23, 2007
Sale Price:	\$1
Sale Type:	Land & Building
Prior Owners:	Scharf, Lawrence Scharf, Kathleen
Book:	2007
Page:	3086

Search Options:

- Compare to Similar Properties - Quickly locate properties with similar attributes. You will be presented with a pre-filled search screen, which you can customize before starting the search.
- Compare to Recent Sales - Locate properties that have sold for similar amounts as this properties most recent sale. You will be presented with a pre-filled search screen, which you can customize before starting the search.
- Start a New Search - Return to the search page to start a new search.

Parcel Details:

Site 1:

Property Details:

Class:	Other Storage (449)
Overall Year Built:	1997
Desirability:	Fair

Building 1:

Style:	2-4 sty warehse steel 20%
Year Built:	1997
Construction Grade:	Economy

General Property Description

Prop. Address: 2429 CHENANGO ST Municipality: CITY OF UTICA Town Swis Code: 301600 / ONEIDA COUNTY
 Owner: SCHARF LAWRENCE H Tax / Map Acct#: 329.006-0002-004.0020000 School Dist: UTIC CIT
 Owner 2: SCHARF LIVING TRUST Print Key: 329.6-2-4.2 School Code: 301600
 Owner Mailing: 61 PARIS RD Deed Book / Page: /
 NEW HARTFORD, NY13413 Sub Div: Phone Number:
 Misc:

Structural Characteristics

Bldg Sq Feet: 9792 Built: 1997 Uses As 1:
 1st Floor: 0 Story Height: 10 Uses As 2:
 2nd Floor: 0 Heat: No. Of Bldgs:
 House Type: Fireplaces: 0 Residential Units: 0
 Bedrooms: 0.0 Fuel: Exterior:
 Bath: 0.0 Water: PUBLIC Garage: 0
 Basement: Sewer: PUBLIC Number Stories: 2.0
 Basement SF: 0 Utilities: GAS & ELEC Central Air: NO
 Improve 1 / YR: Size 1: 0 X 0 Total SqFT 1: 0
 Improve 2 / YR: Size 2: 0 X 0 Total SqFT 2: 0
 Improve 3 / YR: Size 3: 0 X 0 Total SqFT 3: 0
 Improve 4 / YR: Size 4: 0 X 0 Total SqFT 4: 0

Land Characteristics

Acreage : 0.50 Land SqFt: 21780
 Class Code: 449 Class Name: STORAGE, WAREHOUSE Lot Size: 0 X 0
 East / Longitude: 0 / North / Latitude 0 /

Tax / Assessment Data

Tax / Map Acct #: 329.006-0002-004.0020000 School Tax: \$4,740.94
 Total Assessment: \$177,000.00 County Tax: \$5,432.23
 Land: \$25,000.00
 Old Assessment: \$177,000.00 Account #: 5
 Assessor Full Market Value: \$260,294.00

10,173.17
1,828.

Sales Information

Sales Price:	Sales Date:	Grantor:	Deed Book / Page:	Deed Type:	Deed Valid:	ARMS Length:
\$0.00	//		/			
\$1.00	01/23/2007	SCHARF LAWRENCE	2007 / 3086			
\$177,000.00	10/01/1997	EVANS & LENNON	2794 / 186	Q	1	
\$2,000.00	03/02/1995	LABELLA, NICHOLAS	2703 / 411	Q	1	

NOA

1,394.04
3,386.46
3,498.99

8,279.49

T/C
city
school

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract for the Purchase and Sale of Real Estate (this "Contract") made the 21st day of September, 2018, between **LAWRENCE H. SCHARF and KATHLEEN E. SCHARF, trustees, or their successors in trust, under the SCHARF LIVING TRUST, dated January 23, 2007, and any amendments thereto**, individuals residing at 4895 Rustic Oak Circle, Naples, Florida 34105 ("Seller") and **PARK OUTDOOR ADVERTISING OF NY, INC.**, a New York corporation with offices located at 11 Ascot Place, Ithaca, New York 14850 ("Buyer").

1. AGREEMENT:

Seller agrees to sell and Buyer agrees to purchase the Premises (as hereinafter defined) and Personal Property (as hereinafter defined) (with the Premises and Personal Property being collectively referred to as the "Property") under all terms and conditions stated herein.

2. DESCRIPTION OF THE PREMISES:

The Premises being sold and purchased is a commercial building located at 2429 Chenango Road, City of Utica, County of Oneida, State of New York, assigned Tax Map No. 329.006-2-4.2 and further described on **Schedule "A"** attached hereto (the "Premises").

3. WARRANTY DEED:

Seller shall convey the Premises to Buyer by TRUSTEES' DEED in proper form for recording, which deed shall include the covenant required by Subdivision 5 of Section 13 of the Lien Law. The deed shall be prepared, duly signed by Seller, signature acknowledged and have any transfer tax stamps in the proper amount affixed thereto, all at Seller's expense, so as to convey to Buyer the fee simple of the Premises free and clear of all liens and encumbrances, except as herein stated.

4. EXISTING CONDITIONS:

Seller shall convey the Premises subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the Premises are not in violation thereof and any of the foregoing does not prevent the intended use of the Premises for the purpose of residential/owner occupied use; also subject to any unpaid installments of street or other improvement assessments payable after the date of transfer of title to the Premises, and any state of facts which an inspection and/or accurate survey may show, provided that this does not render the title to the Premises unmarketable.

5. DISCHARGE OF LIENS:

Seller may pay and discharge any liens and encumbrances not provided for herein out of the monies paid by Buyer on the transfer of title.

6. CONDITION OF PREMISES:

The Premises is sold in "as is", "where is" condition, without any representation or warranty as to condition of the Premises and Buyer accepts the Premises in said condition.

7. PROPERTY INCLUDED IN SALE OF PREMISES:

Seller shall convey to Purchaser those items listed in **Schedule "B"** attached hereto along with any other fixture, equipment or other items affixed to and made a part of the Premises shall also be conveyed if now in or on the Premises (the "Personal Property"), are hereby represented to be owned by Seller, free from all liens and encumbrances in working condition, and are to be transferred at the Closing (as hereinafter defined) by Seller to Buyer by way of Bill of Sale, all of which shall be in working order on the date of the Closing (as hereinafter defined). **THE TEMPORARY HEATING UNIT LOCATED IN THE WAREHOUSE IS NOT INCLUDED.** *as well as 3 ladders*

8. REAL ESTATE BROKER:

This sale was brought about by Patricia Virkler, an agent with Signature Realty, Inc, who shall be entitled to a commission of seven percent (7%) of the Purchase Price (as hereinafter defined).

DAF
KS
LHS

DAF
KS
LHS

9. DEPOSITS:

It is further agreed that Seller's attorney, Calli, Calli & Cully, LLP, shall hold any and all deposits made by Buyer in an escrow account until the transfer of title, as of proper cancellation of this contract, or by written mutual consent of the parties, whichever shall first occur.

10. ADJUSTMENTS:

All interest, real estate and school taxes, sewer and water rents and street and other improvement assessments and fuel in storage shall be apportioned between Seller and Buyer as of the date of transfer of title. If the transfer of title shall occur before the time when a tax is billed, the apportionment shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Seller shall assign to Buyer all written leases and security deposits affecting the premises, if in existence at the time of the transfer of title, pursuant to the terms set forth herein and as set forth in paragraph 12(c). If Buyer assumes an existing mortgage on the premises, then Buyer shall pay Seller upon transfer of title, the amount of any real estate tax escrow account, and Seller shall assign such escrow account in writing to Buyer.

11. PURCHASE PRICE:

The purchase price is Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Purchase Price") and shall be payable as follows:

\$ 5,000.00	deposit with Buyer's counsel upon signing this contract
\$ 745,000.00	cash or certified check upon transfer of title
\$ 750,000.00	TOTAL PRICE

12. CONTINGENCIES:

a. This Contract is contingent upon Buyer obtaining mortgage financing of \$600,000.00 at the prevailing interest rate. Buyers shall notify Seller in writing no later than October 31, 2018 of Buyer's inability to obtain said approval. If Buyer so notifies, then this Contract shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Buyer.

b. This Contract is contingent upon a written determination, at Buyer's expense, by a New York State licensed inspector or contractor that the Premises is free from any material structural, electrical, mechanical, plumbing, water and sewer defects. This contingency shall be deemed waived unless Buyer notify Seller or Seller's designated agent, in writing, by first class mail or email, post marked or delivered no later than October 31, 2018, of such defect, and furthermore supplies a written copy of the report as described above. If Buyer so notifies, Seller shall have the option to cure such defects within ten (10) days or credit Buyer in amount agreeable for Buyer to remedy said defect(s). If Seller fails to correct or negotiate a credit with Buyer within ten (10) days of said notice, Buyer may cancel this Contract and all deposits made hereunder shall be returned to the Buyer.

c. This Contract is contingent upon Seller delivering the Premises in broom clean condition without any existing tenancies. If Buyer elects to waive this contingency and accept the Premises with an existing tenancy, Seller shall assign to Buyer all of Seller's rights and interests in the lease/tenancy, including, but not limited to, the security deposit(s) and Seller's rights to receive rents and additional rents from the tenant(s).

13. SELLER'S WARRANTIES AND REPRESENTATIONS: The Seller warrants and represents to Buyer that:

a. **LITIGATION.** There are no actions, suits or proceedings pending or threatened relative or related to the Property and/or Seller.

b. **ENVIRONMENTAL.** Seller warrants that during its occupancy of the Premises, which shall include its predecessors in interest, it has not caused to be placed on the Premises any chemicals, asbestos, or other materials which are hazardous in nature or which are subject to a requirement of removal by federal, state or local agencies. Seller further warrants that they are not aware of any violations of any applicable federal, state or local laws requiring removal or clean-up of any substances which are hazardous in nature, nor has Seller received any notification of any potential violation. Seller further warrants that it has not placed, nor is it aware of, any underground fuel storage tanks on the Premises. This warranty shall survive the transfer of title of the Premises.

14. TITLE AND SURVEY:

Seller will, at their own cost and expense, at least twenty (20) days prior to the closing date, submit to Buyer or their attorney, a forty (40) year abstract of title, showing said property to have marketable title, free of liens and encumbrances, excepting those herein provided and excepting restrictions and easements of record which are not violated by existing buildings on or the present

use of said property, together with appropriate tax searches and receipts and bankruptcy searches. The continuation of the abstract of title and any title insurance policy shall be obtained at Buyer's expense. Buyer may obtain, at its own cost and expense, a current survey of the Premises, if desired.

15. OBJECTIONS TO TITLE:

If Buyer raises a valid written objection to Seller's title which indicates that the title to the Premises is unmarketable, Seller may cure the title objection or cancel this Contract by giving prompt written notice of cancellation to Buyer and the deposit shall be returned to Buyer. If Seller is able to cure the title objection on or before the transfer of title, or if the title objection is insurable and Buyer is willing to accept insurable title, then this Contract shall continue in force until the transfer of title, subject to Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the transfer of title, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract by giving prompt written notice of cancellation to Seller and the Deposit shall be returned to Buyer.

16. RIGHT OF INSPECTION AND ACCESS:

Buyer and/or its representative shall be given reasonable access to the Premises for any tests or inspections required by the terms of this agreement. Buyer shall be given right of inspection of the Premises within twenty-four (24) hours prior to transfer of title at a reasonable hour. The purpose of this final inspection is to establish that the Premises are still in the same condition as they were on the date of this Contract, reasonable wear and tear excepted and that the contingency set forth in paragraph 12(c) has been satisfied.

17. EXPENSES:

Each party shall be responsible for any attorneys' fees in connection with this Contract and the transaction contemplated hereby. In connection with the Closing (as hereinafter defined), Seller shall be responsible for the payment of any taxes arising from the sale of the property, including revenue stamps and New York State gains tax. Buyer shall be responsible for the payment of the expenses for filing charges, title insurance, and inspections arranged by Buyer.

18. CLOSING:

Transfer of title and conveyance of the Property shall be completed on or about ^{December}~~December~~ 31, ²⁰¹⁸~~2018~~ (hereinafter, the "Closing"), at the offices of Saunders Kahler, L.L.P., 185 Genesee Street, Suite 1400, Utica, New York 13501, or at another mutually convenient location and possession of the Premises shall be delivered at that time.

December
~~March~~ K.S.
JTS
DAK

19. POSSESSION: Seller shall deliver possession of the property to Buyer at the Closing.

20. EXPIRATION OF OFFER:

Execution of this document by Buyer shall constitute an offer and will become a contract upon acceptance by Seller. Buyer's offer set forth herein shall remain open up to and including

12:00 midnight following the fifth day after the date of this Contract. If Seller does not accept Buyer's offer set forth herein on or before said date, Buyer's offer set forth herein shall expire and be null and void whereupon Seller's attorney shall promptly return Buyer's deposit.

21. BREACH:

In the event of a breach of this Contract by one party, the other party shall be entitled to pursue all legal and equitable remedies including specific performance and/or the recovery of all damages and expenses resulting from the breach, including reasonable attorney's fees.

22. NOTICE:

All notices under this Contract shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses listed below. Notice shall be deemed to have been received, in the case of personal delivery, when it is received by the addressee, and in the case of registered or certified mail, when the letter is deposited in the United States mail. All notices shall be given to the parties at their following addresses:

If to Seller:

Lawrence H. Scharf and Kathleen E. Scharf
4895 Rustic Oak Circle
Naples, Florida 34105

With a Copy:

Calli Calli & Cully, LLP
510 Bleecker Street
Utica, New York 13501
Attn: Herbert J. Cully, Esq.

If to Buyer:

Park Outdoor Advertising of NY, Inc.
11 Ascot Place
Ithaca, New York 14850
Attn: David A. Feldman
Executive Vice President/COO

With a Copy:

Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501
Attn: Michael D. Callan, Esq.

Either party may designate a different address for receiving notices by giving the other party at least ten (10) day's prior written notice.

23. **ENTIRE AGREEMENT:**

This Contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Contract shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

Buyer:

**PARK OUTDOOR ADVERTISING
OF NEW YORK, INC**

By: David A. Feldman
David A. Feldman
Executive Vice President/COO

Seller:

SCHARF LIVING TRUST

By: Lawrence H. Scharf
Lawrence H. Scharf, Trustee
By: Kathleen E. Scharf
Kathleen E. Scharf, Trustee

SCHEDULE "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, Oneida County, State of New York, shown as Parcel "E" on a map entitled, MAP OF PROPERTY TO BE CONVEYED TO LAWRENCE & KATHLEEN SCHARF BY GREGORY EVANS AND MICHAEL LENNON", dated February 24, 1997, revised April 24, 1997, by Anthony R. DeNigro, L.S. #49261, bounded and described as follows: beginning at a point on the southerly wall of the Building, at its intersection with the northerly boundary of land now or formerly owned by the New York Susquehanna & Western Railway Corporation (L-2125 P-733), said point being located on a bearing of N 67° 53' 18" E along said Railway boundary, a distance of 140.89 feet from the southeasterly corner of land now or formerly owned by Frank & Melody Annese (L-2079 P-44); thence the following two courses along the northerly boundary of said Railway property,

1. N 67° 53' 18" E, a distance of 12.82 feet to a point,
2. N 69° 30' 43" E, a distance of 92.85 feet to a point on the easterly wall of the building; thence on a bearing of S 19° 48' 40" E along the easterly wall of the building, a distance of 1.61 feet to the southeast corner of the building; thence on a bearing of S 70° 11' 20" W along the southerly wall of the building, a distance of 105.67 feet to the point of beginning, containing 101.8 square feet of land.

Together with a Permanent Easement for the purpose of repairing and maintaining the building and being bounded and described as follows; beginning at a point on the northerly boundary of land now or formerly owned by the New York Susquehanna & Western Railway Corporation (L-2125 P-733), said point being located on a bearing of N 67° 53' 18" E along said Railway boundary, a distance of 91.37 feet from the southeasterly corner of land now or formerly owned by Frank & Melody Almese (-2079 P-44); thence on a bearing of N 67° 53' 18" E along said Railway boundary, a distance of 49.52 feet to a point on the southerly wall of the building; thence on a bearing of N 70° 11' 20" E along the southerly wall of the building, a distance of 105.67 feet to the southeast corner of the building; thence on a bearing of N 19° 48' 40" W along the east wall of the building, a distance of 1.61 feet to a point on the northerly boundary of the Railway property; thence on a bearing of N 69° 30' 43" E along said Railway boundary, a distance of 5.02 feet to a point; thence the following three courses through the railway property,

1. S 19° 48' 40" E, a distance of 6.67 feet to a point,
2. S 70° 11' 20" W, a distance of 160.15 feet to a point,
3. N 19° 48' 40" W, a distance of 3.01 feet to the point of beginning.

Subject to easements, covenants and restrictions of record.

BEING AND INTENDING to describe and convey the same premises conveyed by Gregory Evans and Michael Lennon to grantors herein by Quit Claim deed dated January 29, 1998 and recorded in the Oneida County Clerk's Office on February 5, 1998 in Liber 2809 of Deeds at Page 373.

SCHEDULE "B"

List of Items

1. 7 desks
2. 1 conference table
3. 26 chairs
4. 4 stands
5. 1 table by entrance
6. 15 pictures
7. 2 mirrors
8. 1 small filing cabinet

RECEIVED AUG 0 8 11B
nr

BOND SCHOENECK
& KING

One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com

KATHLEEN M. BENNETT
kbennett@bsk.com
P: 315-218-8631
F: 315-218-8741

August 7, 2018

Christopher S. Nickson, Esq.
Wilder & Linneball, LLP
730 Brisbane Building
403 Main at Court Street
Buffalo, NY 14203

Re: *Mohawk Valley Health System – Medical Center Project
Option to Acquire Tax Parcels 318.33-3-17 (514 Lafayette Street) and
318.33-3-17.1 and 318.33-3-17.2 (524 Lafayette Street)*

Dear Mr. Nickson:

Enclosed please find a Memorandum of Option to Purchase and TP-584 form in connection with the Option to Purchase for the above-referenced properties. Please have both forms executed and return them to me using the enclosed pre-paid envelope.

If you have any questions, please feel free to contact me.

Sincerely,

BOND, SCHOENECK & KING, PLLC



Kathleen M. Bennett
Enclosures

3194083.1

MEMORANDUM OF OPTION TO PURCHASE

Name and Address of Optionor: PARK OUTDOOR ADVERTISING OF NEW YORK, INC.
P.O. Box 4680
Ithaca, New York 14852-4680

Name and Address of Optionee: MOHAWK VALLEY HEALTH SYSTEM
1656 Champlin Avenue
Utica, New York 13502

Date of Option: July 31, 2018.

Description of Premises: The parcels of land and improvements thereon known as 514 Lafayette Street and 524 Lafayette Street in the City of Utica, Oneida County, New York, being further identified as Tax Parcels 318.33-3-17, 318.33-3-17.1 and 318.33-3-17.2, and being more particularly described on Schedule A annexed to this Memorandum of Option to Purchase.

Last day fixed for the exercise of the Option: December 31, 2018.

Rights of Extension or Renewal: The Option may be extended by Optionee until December 31, 2019, pursuant to the terms and conditions of the Option to Purchase Agreement.

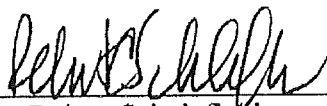
(Signature page follows)

IN WITNESS WHEREOF, Optionor and Optionee have executed this Memorandum of Option to Purchase as follows.

PARK OUTDOOR ADVERTISING OF
NEW YORK, INC.

By: _____
Name:
Title:

MOHAWK VALLEY HEALTH SYSTEM

By:  _____
Name: Robert Scholefield
Title: Executive Vice President, Chief
Operating Officer

STATE OF _____)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 23rd day of July in the year 2018 before me, the undersigned, personally appeared ROBERT SCHOLEFIELD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Karen A Burton

Notary Public

KAREN A. BURTON
NOTARY PUBLIC - STATE OF NEW YORK
NO. # 01BU8251652
Qualified in Oneida County
My Commission Expires November 21, 2019

Record and Return to:

Kevin M. Pole, Esq.
Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, NY 13202



1001 Broad St. 3rd Floor PO Box 4249 Utica, NY 13504 Phone: 315 724-6284 Fax: 315 724-7313

April 17, 2018

Park Outdoor Advertising

Attn: Mr. Matthew Stublely

Re: Estimate for relocation of computers, server, networking equipment, printers and copiers

Please consider this a "rough estimate" for relocation of the above office equipment as we do not have knowledge at this time of the exact building and office space where the equipment will be installed. This estimate should be suitable for your planning purposes.

As discussed there are three areas of expense for this relocation: 1) the packing-up and transporting of the equipment and unpacking at the new location. 2) The placement of the equipment in the new offices, including connection and set-up of the network for the server, computers, storage and back-up devices, printers and copiers. 3) We are providing a quote for the cabling of the new offices for the computer network. This entails running cables and terminations with Cat. 6 jacks with wall plates and wall boxes; and at a network patch panel. (We understand you may have this done by your own contractor).

Estimates:

- 1) Transportation of equipment: \$500
- 2) Installation of equipment and network set-up: \$750
- 3) Cabling of new offices: \$9,000 based on 24 cable runs.

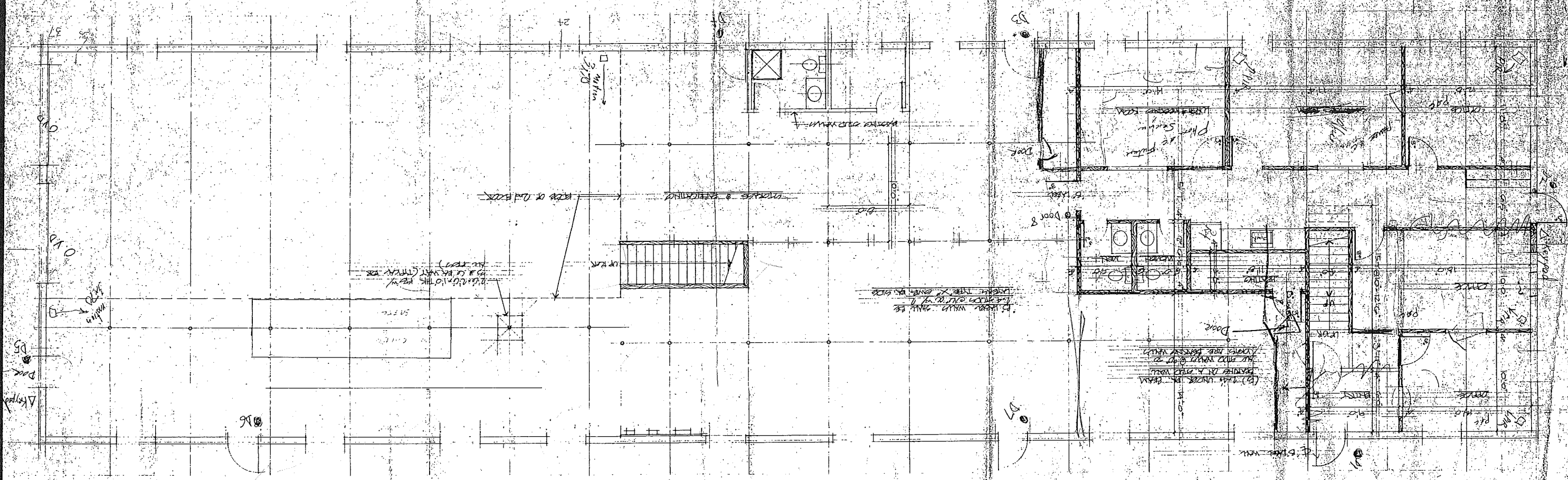
Please call with any questions you may have at 315-724-6284.
Thank you.

Sincerely,
iTech Associates Inc.

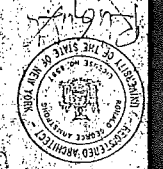
John M. Fauss
Business Manager

150' X 40' = 6000 sq. ft.
8000 sq. ft.
+ 3/4 ofc

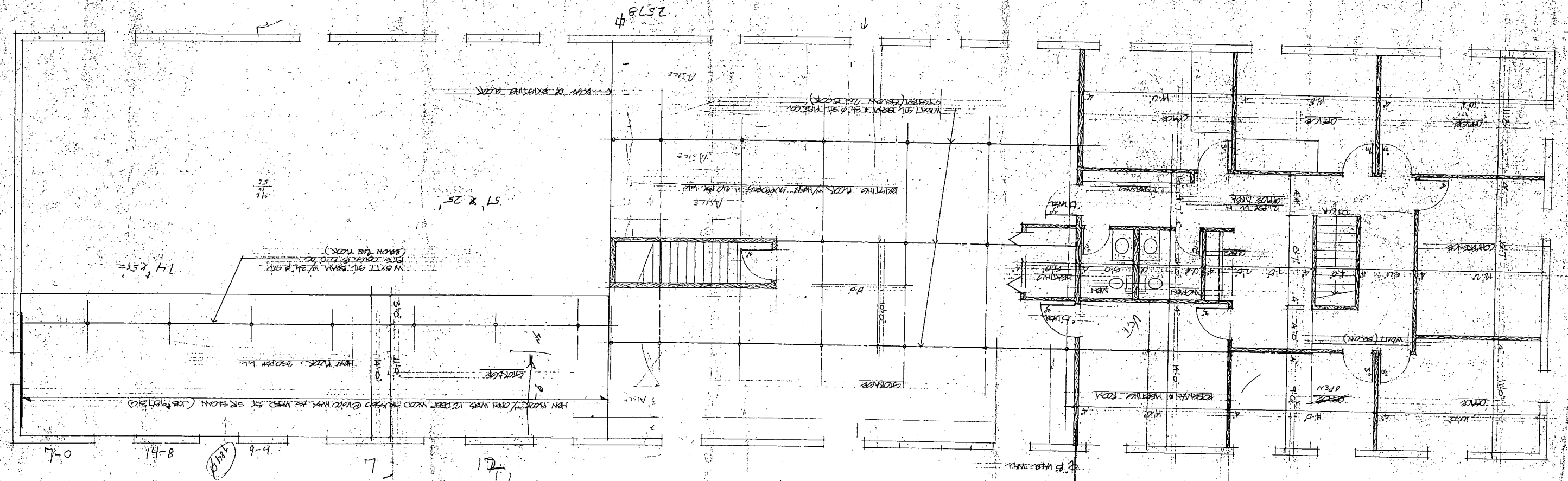
1ST FLOOR PLAN



2
FIRST FLOOR
1/23/06
GEORGE FLEMING AND ASSOCIATES
CHANNING ROAD
MICK, NEW YORK
RONALD GEORGE ARMSTRONG
A.I.A.
ARCHITECT



SECOND FLOOR PLAN



2578 #

25' x 25'

7-4' x 5' 1/2"

7-0

14-8

9-4

12

12

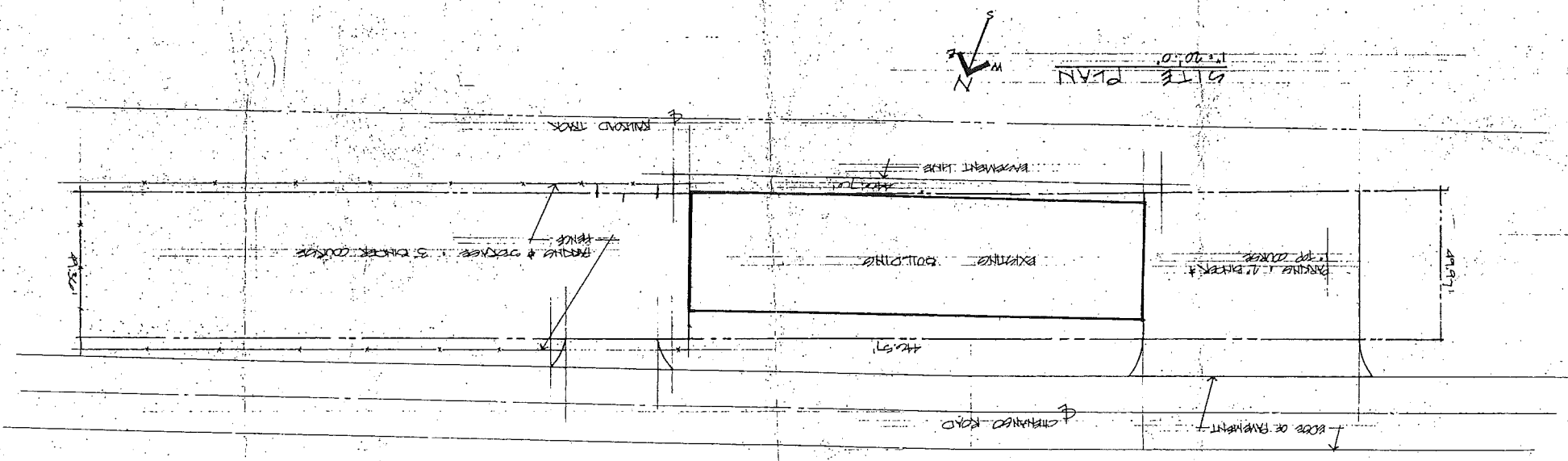
39' x 46' # 1794

0 - MINUS CEILING

2578 #

3
SECOND FLOOR
1/23/92
SCHANK FLOORING & HEATING
RENNING ROAD
PLAZA NEW YORK
ARCHITECT
A.I.A.
SECOND FLOOR





SITE PLAN
1" = 20'-0"

SITE PLAN
NO. 9888
1/23/19
SCHART FLOUDBING & HEATINE
CHANNING ROAD
UTICA, NEW YORK

RONALD GEORGE ARMSTRONG
A. I. A.
ARCHITECT
REGISTERED ARCHITECT
STATE OF NEW YORK
NO. 1000

SCHARF HEATING

2429 Chenango Rd, Utica, NY 13502

Property Details

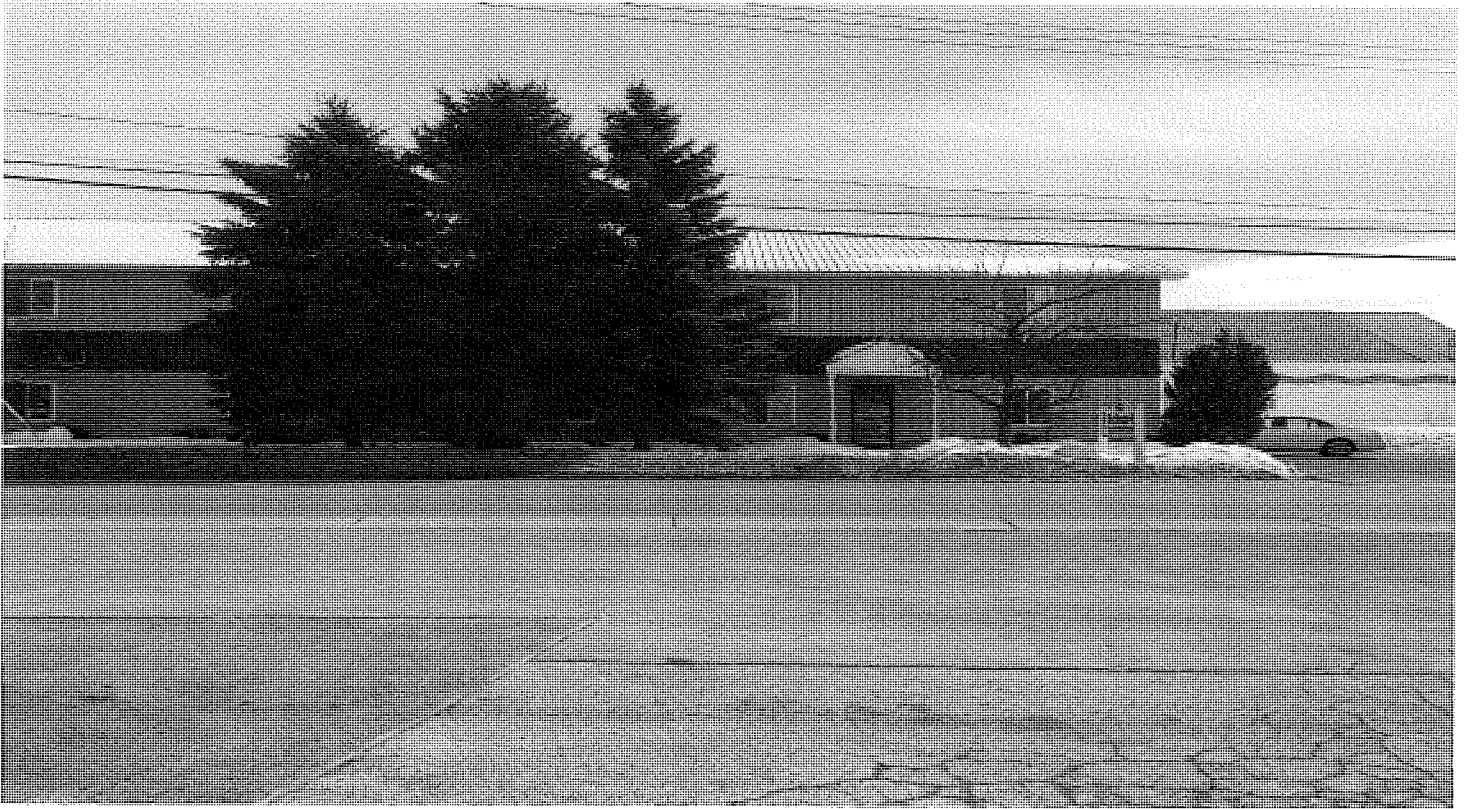
Price: \$875,000

View the full listing here: <http://www.loopnet.com/Listing/2429-Chenango-Rd-Utica-NY/3737184/>

Price:	\$875,000
Property Type:	Flex
Building Class:	B
Sale Type:	Investment
Lot Size:	21,780 SF
Rentable Building Area	12,200 SF
:	
No. Stories:	2
Year Built:	1997
Tenancy:	Multiple
Parking Ratio:	1.34/1,000 SF
Clear Ceiling Height:	25 FT
No. Drive In / Grade-Level Doors	2
:	
APN / Parcel ID:	301600-329-006-0002-004-002-0000

SCHARF HEATING

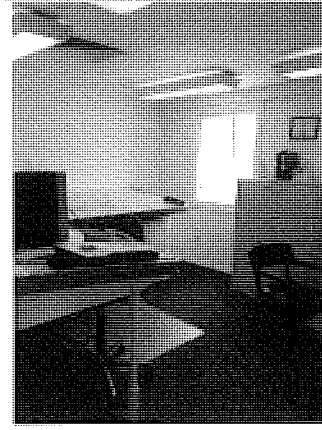
2429 Chenango Rd, Utica, NY 13502



Building Images



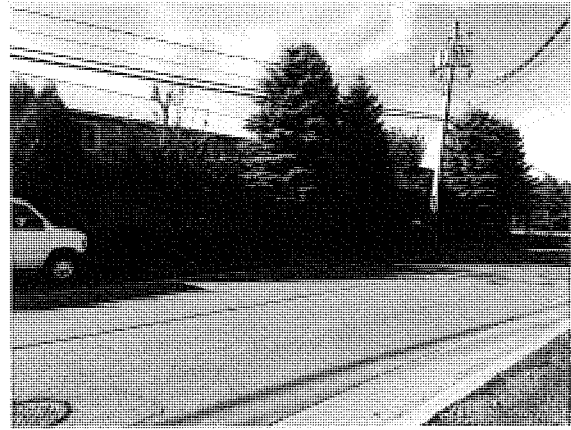
Primary Photo



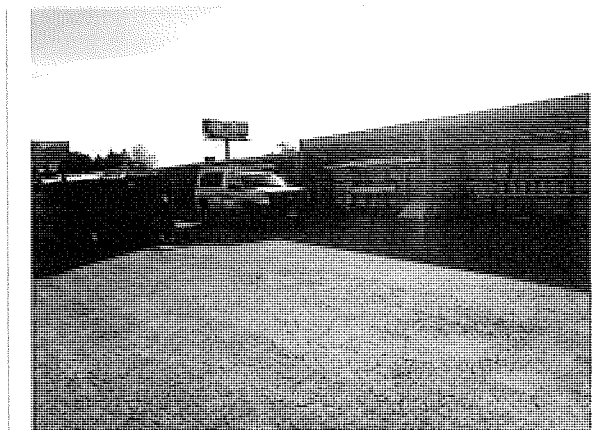
Building Photo



Building Photo



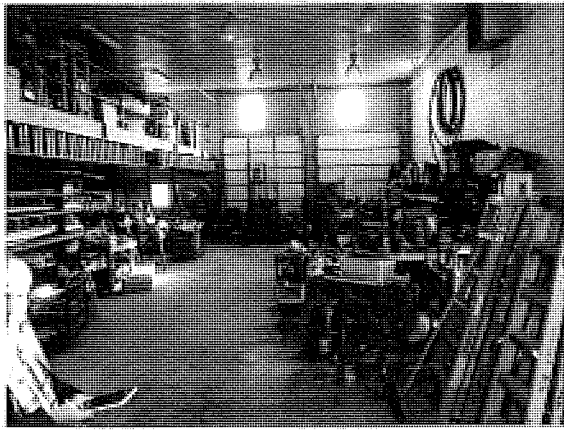
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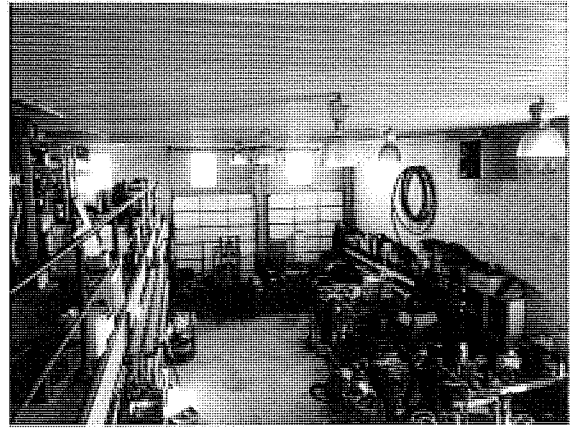
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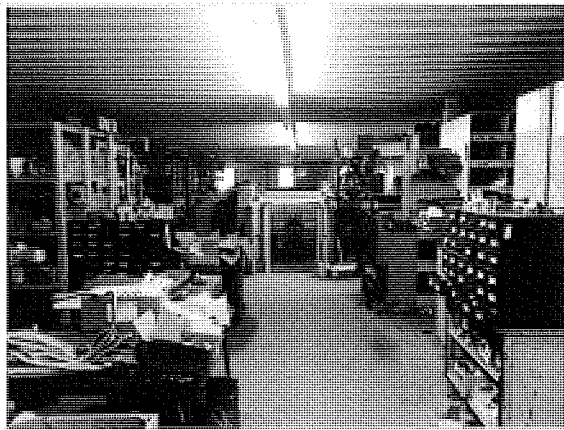
Building Photo



Building Photo



Building Photo



Building Photo



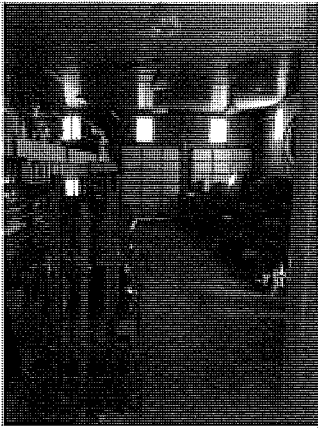
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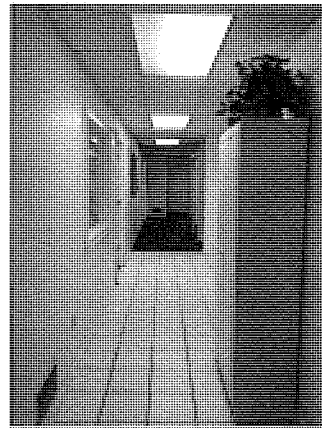
Building Photo



Building Photo



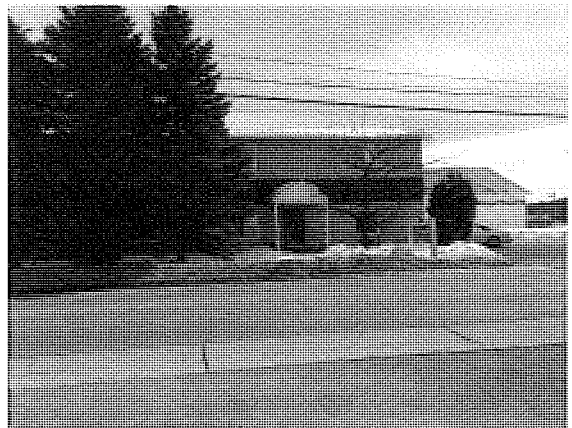
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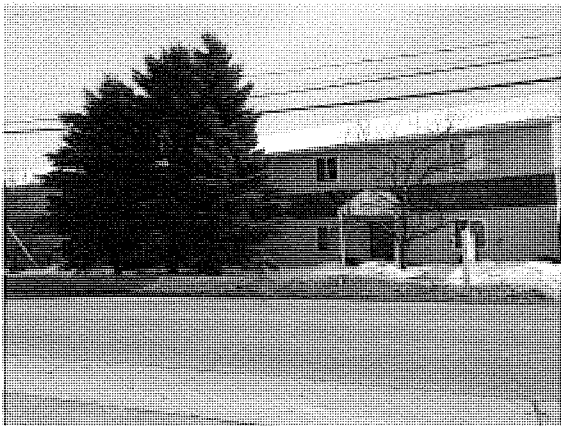
Building Photo



Building Photo



Building Photo



Building Photo



Building Photo



P.O. Box 447 • Route 233, Westmoreland, NY 13490
Phone: 315-853-3899 • Fax: 315-853-4013 • www.citysuburban.com

To: Park Outdoor Advertising

Date: October 24, 2018

Location: Chenango Ave. Utica, NY 13502

Attn: Ed Ditala

Phone: 315-725-3710

Email: ed.ditala@parkoutdoor.org

For: **Installation of new gas furnace and ductwork**

Equipment: A. Trane single stage gas furnace

Input: 120,000 BTU's

EFFICIENCY: 96% AFUE

Lifetime heat exchanger, One years parts and labor warranty

B. Little Giant condensate pump

Investment \$5,800.00 complete

Option: Use existing furnace and install new ductwork only-**\$2,800.00**

For: **Installation of new Reznor gas unit heater**

Equipment: A. Reznor gas unit heater

Input: 200,000 BTU's

EFFICIENCY: 83% AFUE

5 year heat exchanger, One years parts and labor warranty

Investment \$4,000.00 complete

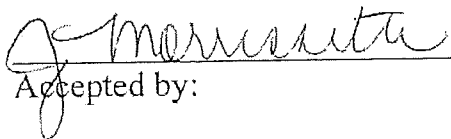
Option: Install customers' existing 120,000 BTU unit heater -**\$2,500.00**

(Unit is under sized for area, City Suburban recommends 200,000BTU'S unit)

Sum payable as follows: 20% deposit, balance due upon completion

Total _____

Authorized by City Suburban:


Accepted by:

Date: 10/24/18

Date: _____

Date: _____

Quote valid for 30 days from above date.

Deposit _____
Bal. due on
completion _____



ACCREDITED
CONTRACTOR

Matt Stublely

From: Ed Ditata <ed.ditata@parkoutdoor.com>
Sent: Thursday, November 1, 2018 1:10 PM
To: matt.stublely@parkoutdoor.com
Subject: FW:

From: Richard Sacco <rps@jmdoor.net>
Sent: Monday, October 29, 2018 10:19 AM
To: ed.ditata@parkoutdoor.com
Subject:

SUPPLY AND INSTALL 2 EA INSULATED OVERHEAD DOORS, \$2150.00EA

1EA OPERATOR SUPPLIED AND INSTALLED,\$950.00EA

NO ELEC HOOKUP

THANKYOU
RICK SACCO X226



Real Property

Parcel 318.33-3-17.1

Location: *(Show Map)*

524 LA FAYETTE St
Utica, NY

School District: Utica City

Owners:

Park Outdoor Advertising Of NY (Primary)

Property Information:

Type (Class): Other Storage (449)
Acres: 1.00
Irregular Lot: No

Last Assessment:

Land Assessed Value: \$24,000
Total Assessed Value: \$125,000
Uniform Percent: 68%
Full Market Value: \$183,824

Search Options:

- Compare to Similar Properties - Quickly locate properties with similar attributes. You will be presented with a pre-filled search screen, which you can customize before starting the search.
- Start a New Search - Return to the search page to start a new search.

Parcel Details:

Site 1:

Property Details:

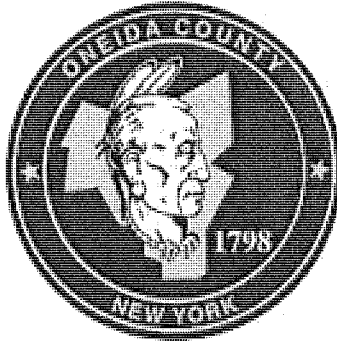
Class: Other Storage (449)
Overall Year Built: 1970
Desirability: Normal
Overall Condition: Normal
Construction Grade: Economy
Sewer: Comm/public
Water: Comm/public
Utilities: Gas & elec

Building 1:

Style: 1 sty warehouse load sup
Year Built: 1970
Construction Grade: Economy
Overall Condition: Normal
No. of Stories: 1
Gross Floor Area: 7320 sq. ft.
Perimeter: 519 ft.

Building 2:

Style: Commercial pole bldg
Year Built: 2004
Construction Grade: Average
Overall Condition: Normal
No. of Stories: 1
Gross Floor Area: 1664 sq. ft.
Perimeter: 168 ft.



Real Property

Parcel 318.33-3-17

Location: *(Show Map)*

514 LA FAYETTE St
Utica, NY

School District: Utica City

Owners:

Park Outdoor Advertising Of NY (Primary)

Property Information:

Type (Class): Vacant comm (330)
Acres: 0.01
Irregular Lot: No

Last Assessment:

Land Assessed Value:	\$100
Total Assessed Value:	\$100
Uniform Percent:	68%
Full Market Value:	\$147

Search Options:

- Compare to Similar Properties - Quickly locate properties with similar attributes. You will be presented with a pre-filled search screen, which you can customize before starting the search.
- Start a New Search - Return to the search page to start a new search.

Parcel Details:

Site 1:
Property Details:

Class:	Vacant comm (330)
Desirability:	Normal
Sewer:	Comm/public
Water:	Comm/public
Utilities:	Gas & elec

Property Information:

The information on this page is from roll year 2018 and was last updated on September 17, 2018.



Real Property

Parcel 318.33-3-17.2

Location: *(Show Map)*

ORISKANY ST W
Utica, NY

School District: Utica City

Owners:

Park Outdoor Advertising Of NY (Primary)

Property Information:

Type (Class): Vacant comm (330)
Acres: 0.01
Irregular Lot: No

Last Assessment:

Land Assessed Value:	\$100
Total Assessed Value:	\$100
Uniform Percent:	68%
Full Market Value:	\$147

Search Options:

- Compare to Similar Properties - Quickly locate properties with similar attributes. You will be presented with a pre-filled search screen, which you can customize before starting the search.
- Start a New Search - Return to the search page to start a new search.

Parcel Details:

Site 1:
Property Details:

Class:	Vacant comm (330)
Desirability:	Normal
Sewer:	Comm/public
Water:	Comm/public
Utilities:	Gas & elec

Property Information:

The information on this page is from roll year 2018 and was last updated on September 17, 2018.