

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/ Treasurer/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA

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



Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II

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

To: Oneida County Industrial Development Agency Board of Directors
From: Shawna M. Papale
Date: June 13, 2025
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet at **8:00 AM Friday, June 20, 2025**. Members of the public may listen to the Agency meeting by calling +1-408-418-9388, Access code: 2631 991 8948 or attend in person. The Minutes of the Agency meeting will be transcribed and posted on the OCIDA website.

1. Executive Session
2. Approve minutes – May 23, 2025
3. Financial Review
4. Consider a SEQR resolution relating to the **NY Rome Old Oneida Solar, LLC Facility**. The City of Rome Planning Board acted as lead agency for the environmental review and the Agency wishes to concur with the findings and determination of the lead agency.
5. Consider an inducement resolution relating to the **NY Rome Old Oneida Solar, LLC Facility**, granting preliminary approval for financial assistance in the form of reduction of real property taxes for a period of 25 years during which time the Company will pay PILOT Payments equal to \$10,000 per MW-AC (value of exemption approximately \$2,481,351), which is consistent with the Agency's Uniform Tax Exemption Policy and authorizing the Agency to conduct a public hearing.
6. Consider a final authorizing resolution relating to the **Chobani, LLC Facility**, approving financial assistance in the form of exemptions from sales tax (valued at \$51,625,000) and reduction in real property tax (valued at \$385,754,962) that provides the Company will make PILOT Payments (a) during the construction period: fixed annual payments of \$90,000.00; and (b) after the issuance of a Certificate of Occupancy: fixed annual payments of \$2,000,000 for forty (40) years, with an annual escalator of 1.5% added during years 11 – 40, with PILOT Payments to be allocated to the tax jurisdictions in accordance with an Agreement Allocating PILOT Payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel approval. The Agency conducted a public hearing on June 18, 2025.
7. Consider a final authorizing resolution relating to the **126 Business Park Holdings LLC Facility**, approving financial assistance in the form of exemptions from sales tax (valued at \$13,125),

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exemptions from mortgage recording tax (valued at \$34,125) and reduction in real property tax (valued at \$635,387) for a period of ten years, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel approval. The Agency conducted a public hearing on June 19, 2025.

8. Consider a final authorizing resolution relating to the **Griffiss Local Development Corporation (Building 240 Facility)** approving financial assistance (valued at \$0) in the form of extending the existing PILOT Agreement for an additional ten years with PILOT Payments to continue at the current full exemption, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel approval. The Agency conducted a public hearing on May 29, 2025.
9. Consider a final authorizing resolution relating to the **Griffiss Local Development Corporation (Building 796/798 Facility)** approving financial assistance (valued at \$257,759) in the form of extending the existing PILOT Agreement for an additional ten years with PILOT Payments to continue at the current level (75% of taxes) relating to for-profit tenants and a full exemption to continue relating to not-for-profit tenants including GLDC, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel approval. The Agency conducted a public hearing on May 29, 2025.
10. Consider a final authorizing resolution relating to the **Rome Community Brownfield Restoration Corporation (International Wire Facility)** approving financial assistance in the form of extending the existing PILOT Agreement for an additional five years with PILOT Payments to (a) be converted to fixed payments equal to the current PILOT Payment plus an annual escalator if the Facility is occupied by a for-profit tenant (value estimated at \$20,201) and (b) to be fully exempt if the Facility is vacant and occupied by the Company (maximum value estimated at \$249,425), which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel approval. The Agency conducted a public hearing on May 29, 2025.
11. Consider a final authorizing resolution relating to the **Rome Community Brownfield Restoration Corporation (Complex 4 Facility)** approving financial assistance (valued at \$72,821) in the form of extending the existing PILOT Agreement for an additional five years during which time the property will remain fully exempt from taxes, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel approval. The Agency conducted a public hearing on May 29, 2025.

Old Business

Next meeting date: **Friday, July 25, 2025 at 8:00 AM at 584 Phoenix Drive, Rome, NY.**

**Minutes of the Meeting of the
Oneida County Industrial Development Agency**

May 23, 2025

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

Members Present: Steve Zogby, David Grow, Kristen Martin, Tim Reed, Aricca Lewis, James Genovese, and Franca Armstrong.

Members Present Virtual: Kristen Martin.

EDGE Staff Present: Shawna Papale, Tim Fitzgerald, Marc Barraco, and Mark Kaucher.

Others Present Virtual: Mark Levitt, Levitt & Gordon; Kevin McAuliffe, Barclay Damon; Linda Romano and Laura Ruberto, Bond, Schoeneck & King; Joseph Gehm, 126 Business Park Holdings LLC; Albert Giannino and Andrew Gearhart, BPAs.

S. Zogby called the meeting to order at 8:04 AM.

Minutes – May 2, 2025

S. Zogby presented the draft May 2, 2025 meeting minutes for review. **A. Lewis moved to approve the May 2, 2025 meeting minutes as presented. T. Reed seconded the motion, which carried 7-0.**

Chobani LLC – SEQR Resolution

S. Zogby introduced a SEQR resolution relating to the Chobani LLC facility. **A. Lewis made a motion to approve the Chobani LLC SEQR resolution. T. Reed seconded to approve the SEQR Resolution, which carried 7-0.**

Chobani LLC – Inducement Resolution

S. Zogby introduced an inducement resolution relating to the Chobani, LLC Facility, granting preliminary approval for financial assistance in the form of exemptions from sales tax (valued at \$51,625,000) and reduction in real property tax (valued at \$385,754,962) that provides the Company will make PILOT Payments (a) during the construction period: fixed annual payments of \$90,000.00; and (b) after the issuance of a Certificate of Occupancy: fixed annual payments of \$2,000,000 for forty (40) years, with an annual escalator of 1.5% added during years 11 – 40, with PILOT Payments to be allocated to the tax jurisdictions in accordance with an Agreement Allocating PILOT Payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and authorizing the Agency to conduct a public hearing. The proposed project was discussed at length at the Agency's May 2 meeting, which included questions answered by the Chobani project's legal counsel. S. Papale confirmed that the identified sales tax exemption is the correct amount. She also pointed out that this resolution identifies the PILOT payments to be made by the Company during the construction period. D. Grow asked where the public hearing will be held. Staff responded that it will take place at the EDGE offices. **F. Armstrong made a motion to approve the inducement resolution, as presented, A. Lewis seconded the motion, which carried 7-0.**

Griffiss Local Development Corporation – Building 212

S. Zogby introduced a resolution relating to the Griffiss Local Development Corporation Master Lease Facility, authorizing the Agency to enter into an Option Agreement with GLDC and Bonacio Constructions, Inc. relating to the Building 212 Property, authorizing the partial release from the Master Lease and conveyance if said option is exercised, and approving the form and execution of related documents, subject to counsel review. T. Fitzgerald gave some additional background on the project. He identified the building as the former "parachute shop" at the corner of the Griffiss Parkway and Hangar Rd. The developer is proposing to construct a new office building on a portion of the site, which will serve one identified potential tenant, after GLDC demolishes and remediates the site. **T. Reed made a motion to approve entering into an option agreement GLDC and Bonacio Constructions, Inc. relating to the Building 212 Property. D. Grow seconded the motion, which carried 7-0.**

126 Business Park Holdings LLC – Inducement Resolution

S. Zogby introduced an inducement resolution relating to the 126 Business Park Holdings LLC facility, granting preliminary approval for financial assistance in the form of exemptions from sales tax (valued at \$13,125), exemptions from mortgage recording tax (valued at \$34,125) and reduction in real property tax (valued at \$635,387) for a period of 10 years, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy; adopting a finding that the project is reasonably necessary to discourage project occupants from relocating outside of New York State and/or preserving the

competitive position in their industry; and authorizing the Agency to conduct a public hearing. S. Zogby reminded the members that at the previous meeting, the members consented to the sale of the business and approved the SEQR resolution, but tabled the inducement resolution, pending further financial information that was to be presented by the developer. J. Genovese stated that the job preservation identified in the application is important to the County and to the Agency's mission, and that this is a respectable developer. He stated that the economic benefit of the job retention will be greater than the full taxes that would otherwise be paid on the building. After some additional discussion, Mr. Gehm spoke about the real possibility of both tenants leaving the community without the requested benefit. Mr. Giannino spoke about BPAs' desire to stay in Utica, but acknowledged other proximal options if this site doesn't make financial sense. He further identified Utica as the desired headquarters for BPAs going forward. S. Zogby proposed a compromise by extending a 1/3 abatement for a 10-year term, after next year's scheduled 2/3 abatement. S. Papale stated that there is precedent for this sort of compromise. Mr. Gehm stated that he wasn't sure the compromise benefit would be enough to get his lease negotiations across the finish line. After additional explanation from the developer and representatives from BPAs regarding the building's economics, as well as their interest in and commitment to this location, S. Zogby stated that he thought a compelling case had been made for the proposed benefit. **J. Genovese made a motion to approve the inducement resolution, as presented, T. Reed seconded the motion, which carried 6-0.** Mr. Giannino expressed his gratitude to the Agency for its support of the project.

K. Martin left the meeting during this discussion and did not vote.

Other Business – Stark Truss/Yoder Properties Mortgage Recording Tax

S. Papale shared that the project cost of the Stark Truss/Yoder Properties has increased, which will lead to a larger mortgage on the property. The company has reached out requesting an increase in its mortgage recording tax exemption, from \$18,876 to \$21,600. **A. Lewis made a motion to approve the requested increase in mortgage recording tax exemption, to \$21,600. F. Armstrong seconded the motion, which carried 6-0.**

Adjournment

With no further business, S. Zogby asked for a motion to adjourn. **At 9:06 AM, the meeting adjourned by consensus.**

Respectfully Submitted,
Tim Fitzgerald

Oneida County Industrial Development Agency
Notes to the Financial Statements
May 31, 2025

Balance Sheet:

- 1. The balance in cash & cash equivalents and investments is approximately \$733K; of this balance \$387K is in short-term CD’s and \$345K is in the operating account, and in interest bearing money market accounts; the primary reason for the overall decrease is due to the increase in receivables of \$10K, and the increase in investments of \$17K and the decrease in net assets of \$45K
- 2. Last year at this time the agency had deposits held for the Indium PILOTs
- 3. The \$1,000 commitment fees collected from the following for projects that have not closed as of May31:
 - 1. National Building & Restoration Corporation (Received May 2024) -TBD
 - 2. Pennrose LLC/ Copper Village (received September 2024)- TBD
 - 3. Stark Truss Company (received October 2024)- TBD
 - 4. Assured Information Security, Inc. (received October 2024)- TBD
 - 5. Chobani (received April 2025)- TBD
- 4. Fund balance decreased by 5% over the last 12 months

Budget Comparison Report (Income Statement):

| | | | |
|---------------------|---------------------|--------------------------------|------------------|
| 2/28/2025 | All Seasonings | Admin & Commitment Fee | 5,000.00 |
| 3/1/2025 | Lodging Kit Company | Admin & Commitment Fee | 19,004.00 |
| 5/31/2025 | Solitude Solar | Commitment Fees (Old Projects) | 1,000.00 |
| 5/31/2025 | Park Grove | Commitment Fees (Old Projects) | 1,000.00 |
| Total as of 5/31/25 | | | <u>26,004.00</u> |

Total expenses are under budget primarily because the special economic development contingency has not yet been expended

Other Significant Items to Note:

- 1. Per the PILOT terms, Wolfspeed is billed quarterly each year; the Q1 payment was billed February 15 and was disbursed to the jurisdictions and EDGE in accordance with the PILOT Allocation agreement in March; the Q2 payment was billed in June and has been received; the disbursement to the jurisdictions will take place prior to June 30
- 2. All PILOTs administered through Agency with payments due on July 1 were billed on June 1; as payments are received each will be disbursed according to the PILOT Allocation agreements

Oneida County Industrial Development Agency
Balance Sheet
May 31, 2025 and 2024

| | <u>Current Year</u> | <u>Prior Year</u> |
|----------------------------------|-----------------------|------------------------|
| Assets | | |
| Current Assets | | |
| Cash and Cash Equivalents | 345,777 | 417,665 ¹ |
| Investments | 387,699 | 370,446 ¹ |
| Restricted Cash - PILOT Holdings | 2,081 | 271,106 ² |
| PILOT Holdings | (2,081) | (271,106) ² |
| Accounts Receivable | 13,982 | 3,270 |
| Prepaid Expenses | 3,542 | 4,480 |
| Total Current Assets | <u>751,000</u> | <u>795,861</u> |
| Fixed Assets | | |
| Furniture/Fixture/Eqpt | 6,679 | 6,679 |
| A/D-Furniture/Fixt/Eqpt | (6,679) | (6,679) |
| Total Fixed Assets | <u>0</u> | <u>0</u> |
| Total Assets | <u><u>751,000</u></u> | <u><u>795,861</u></u> |
| Liabilities & Net Assets | | |
| Liabilities | | |
| Current Liabilities | | |
| Accounts Payable | 3,299 | 4,375 |
| Accrued Expenses | 3,333 | 3,230 |
| Deferred Revenue | 5,000 | 7,000 ³ |
| Total Current Liabilities | <u>11,632</u> | <u>14,605</u> |
| Total Liabilities | <u>11,632</u> | <u>14,605</u> |
| Net Assets | | |
| Fund Balance | 339,368 | 381,256 ⁴ |
| Fund Balance-Board Restricted | 400,000 | 400,000 |
| Total Net Assets | <u>739,368</u> | <u>781,256</u> |
| Total Liabilities & Net Assets | <u><u>751,000</u></u> | <u><u>795,861</u></u> |

Oneida County Industrial Development Agency
Budget Comparison Report
Current Period: 5/1/2025 - 5/31/2025
Budget Period: 1/1/2025 - 12/31/2025
With Comparative Periods Ending 5/31/2024 and 5/31/2023

| | Current Period Actual | Current Period Budget | Year-to-Date Actual | Year-to-Date Budget | 5/31/2024 | 5/31/2023 |
|--|--------------------------|--------------------------|------------------------|------------------------|-----------|-----------|
| Revenue | | | | | | |
| Interest Income | 1,522 | 1,167 | 8,549 | 5,833 | 9,668 | 986 |
| Lease Payments | 0 | 5,208 | 61,250 | 26,042 | 58,500 | 58,250 |
| PILOT Application / Admin Fees | 2,500 | 24,167 | 26,504 ¹ | 120,833 | 98,940 | 45,498 |
| Total Revenue | 4,022 | 30,542 | 96,303 | 152,708 | 167,108 | 104,734 |
| Expenses | | | | | | |
| Business Expense | 0 | 583 | 447 | 2,917 | 1,344 | 318 |
| Contracted Service-Accounting | 667 | 667 | 3,333 | 3,333 | 3,230 | 3,125 |
| Contracted Services - Legal | 0 | 850 | 3,400 | 4,250 | 4,250 | 4,250 |
| Contracted Services- Other | 355 | 542 | 1,776 | 2,708 | 1,776 | 846 |
| Marketing- Contracted Services | 0 | 792 | 1,002 | 3,958 | 1,952 | 4,330 |
| Dues & Subscriptions | 0 | 167 | 1,500 | 833 | 1,250 | 0 |
| Insurance - General | 368 | 375 | 1,842 | 1,875 | 1,849 | 1,520 |
| Special ED Projects Contingency | 0 | 2,083 | 0 | 10,417 | 10,417 | 10,417 |
| Office Supplies & Expense | 0 | 208 | 2,061 | 1,042 | 200 | 200 |
| Seminars & Conferences | 0 | 0 | 0 | 0 | 125 | 0 |
| Service Fees | 24,244 | 24,244 | 121,219 | 121,219 | 108,425 | 115,166 |
| Total Expenses | 25,634 | 30,510 | 136,580 | 152,552 | 134,818 | 140,172 |
| Excess or (Deficiency) of Revenue Over Expenses | (21,612) | 31 | (40,277) | 156 | 32,290 | (35,438) |

Oneida County Industrial Development Agency
Statement of Cash Flows
For the Period Ending May 31, 2025

Cash Flows From (Used by) Operating Activities

Increase (Decrease) in Net Assets \$ (41,887)

Adjustments for Noncash Transactions

Depreciation and Amortization 0

(Increase) Decrease in Assets

Accounts Receivable (10,712)

Accounts Receivable-PILOTs billed 0

Investments (17,253)

Prepaid Expenses 937

Increase (Decrease) in Liabilities

Accounts Payable and Accrued Liabilities (974)

Deferred Revenue (2,000)

Net Cash Flows From Operating Activities (71,888)

Cash Flows From (Used By) Investing Activities

Capital Expenditures 0

Net Cash From (Used by) Investing Activities 0

Cash Flows From (Used By) Financing Activities

Repayments of Long Term Debt 0

Proceeds from Long Term Debt 0

Net Cash Flows (Used by) Financing Activities 0

Net Increase (Decrease) in Cash and Cash Equivalents (71,888)

Cash and Cash Equivalents, Beginning of Period 417,665

Cash and Cash Equivalents, End of Period \$ 345,777

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

| | | |
|--|----------------------------------|--------------------|
| Name of Action or Project: NY Rome Old Oneida Road Solar Farm | | |
| Project Location (describe, and attach a general location map): 5792 Old Oneida Rd, Rome, NY 13440 | | |
| Brief Description of Proposed Action (include purpose or need): The proposed project involves the construction of a ground-mounted solar farm and associated electrical appurtenances. The solar photovoltaic (PV) system is proposed for installation on site and will generate up to 5.96 MWp-DC/4.2 MW-AC. The interconnection wiring will be pole mounted, overhead wiring. | | |
| Name of Applicant/Sponsor: Emeren Group LTD (attn: Bradley Davis) | Telephone: 647-624-4566 | |
| | E-Mail: bradley.davis@emeren.com | |
| Address: 100 First Stamford Plan, Suite 302 | | |
| City/PO: Stamford | State: CT | Zip Code: 06902 |
| Project Contact (if not same as sponsor; give name and title/role): Bryan A. Bayer, PWS, CE | Telephone: 315-455-2000 | |
| | E-Mail: bbayer@cscos.com | |
| Address: 499 Col. Eileen Collins Boulevard | | |
| City/PO: Syracuse | State: NY | Zip Code: 13212 |
| Property Owner (if not same as sponsor): James D. Elliott (Tax Parcel No.: 272.000-0002-036 and 257.004-0001-031) | Telephone: | |
| | E-Mail: | |
| Address: 5792 Old Oneida Road | | |
| City/PO: Rome | State: NY | Zip Code: 13440 |

B. Government Approvals

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

| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|---|---|
| a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees | City Building Permit | TBD |
| b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission | | |
| c. City, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals | Special Use Permit | January 5, 2024 |
| d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Oneida County 239M Review, Oneida County PILOT | TBD |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | NYSERDA Funding, NYSDEC SPDES Construction, NYSDEC JD, SHPO | TBD |
| h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | USACE Jurisdictional Determination | TBD |
| i. Coastal Resources. | | |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

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

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

NYS Heritage Areas: Mohawk Valley Heritage Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☒ Yes ☐ No

If Yes, identify the plan(s):

City of Rome Comprehensive Plan; Urban Agricultural Assessment for Rome, NY; Oneida County Agricultural and Farmland Protection Plan

C.3. Zoning

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

OS Open Space

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

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

If Yes,

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

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?

City of Rome Police Department, Oneida County Sheriff's Office, New York State Police

c. Which fire protection and emergency medical services serve the project site?

City of Rome Fire Department, Rome Memorial Hospital Emergency Services, Amcare Ambulance Service

d. What parks serve the project site?

Rome Wildlife Management Area, Bellamy Harbor Park, Riverside Park, Haselton Park, Franklyn Field, Vogel Park, Wiggins Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial

| | | |
|--|---------------------|---|
| b. a. Total acreage of the site of the proposed action? | <u>144.1</u> acres | 179.71 acres equals total acreage of parcel no. 272.000-0002-036, 257.004-0001-031, 272.000-1-34, and 257.004-0001-003.001 owned by James D. Elliot (site and immediately adjacent to site) |
| b. Total acreage to be physically disturbed? | <u>17.6</u> acres | |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? | <u>179.71</u> acres | |

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

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

i. If No, anticipated period of construction: 8 months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

| | | | | |
|---|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed. | | | | |
| | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase | _____ | _____ | _____ | _____ |
| At completion | _____ | _____ | _____ | _____ |
| of all phases | _____ | _____ | _____ | _____ |

| | |
|--|---|
| g. Does the proposed action include new non-residential construction (including expansions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, | |
| i. Total number of structures | _____ 191 Solar racks |
| ii. Dimensions (in feet) of largest proposed structure: | _____ 8.75 height; _____ 15.93 width; and _____ 98.4 length |
| iii. Approximate extent of building space to be heated or cooled: | _____ N/A square feet |

| | |
|--|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, | |
| i. Purpose of the impoundment: | _____ |
| ii. If a water impoundment, the principal source of the water: | <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ |
| iii. If other than water, identify the type of impounded/contained liquids and their source. | _____ |
| iv. Approximate size of the proposed impoundment. | Volume: _____ million gallons; surface area: _____ acres |
| v. Dimensions of the proposed dam or impounding structure: | _____ height; _____ length |
| vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): | _____ |

D.2. Project Operations

| | |
|--|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes: | |
| i. What is the purpose of the excavation or dredging? | _____ |
| ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? | _____ |
| <ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ | |
| iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. | _____ |
| iv. Will there be onsite dewatering or processing of excavated materials? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, describe. _____ | |
| v. What is the total area to be dredged or excavated? | _____ acres |
| vi. What is the maximum area to be worked at any one time? | _____ acres |
| vii. What would be the maximum depth of excavation or dredging? | _____ feet |
| viii. Will the excavation require blasting? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ix. Summarize site reclamation goals and plan: | _____ |
| _____ | |
| _____ | |

| | |
|--|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes: | |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>Three wetlands, one stream, and two ditches were identified by C&S staff within the vicinity of the project. No impacts to wetland or stream habitats are anticipated as a result of the proposed project. Non-jurisdictional portions of the ditches will be impacted by the proposed project.</u> | |

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: _____
 Placement of structures and associated grading activities are proposed within non-jurisdictional ditch features on site. Approximately 0.008 acre of impacts to non-jurisdictional ditches are anticipated. _____

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

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No
 If Yes:
 • acres of aquatic vegetation proposed to be removed: _____
 • expected acreage of aquatic vegetation remaining after project completion: _____
 • purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
 • proposed method of plant removal: _____
 • if chemical/herbicide treatment will be used, specify product(s): _____

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

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
 If Yes:
i. Total anticipated water usage/demand per day: _____ gallons/day
ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
 If Yes:
 • Name of district or service area: _____
 • Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
 • Is the project site in the existing district? ☐ Yes ☐ No
 • Is expansion of the district needed? ☐ Yes ☐ No
 • Do existing lines serve the project site? ☐ Yes ☐ No
iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____
 • Source(s) of supply for the district: _____
iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • Proposed source(s) of supply for new district: _____
v. If a public water supply will not be used, describe plans to provide water supply for the project: _____
vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
 If Yes:
i. Total anticipated liquid waste generation per day: _____ gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
 If Yes:
 • Name of wastewater treatment plant to be used: _____
 • Name of district: _____
 • Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
 • Is the project site in the existing district? ☐ Yes ☐ No
 • Is expansion of the district needed? ☐ Yes ☐ No

| | | |
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| <ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____</p> | | |
| <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p> | | |
| <p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or <u>0.97</u> acres (impervious surface) _____ Square feet or <u>144.1</u> acres (parcel size)</p> <p>ii. Describe types of new point sources. <u>None</u></p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? Stormwater will be directed to on-site surface water and drainage ways. _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| <p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p> | | |
| <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) Construction vehicles during the construction period only (Monday through Friday)</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) Not applicable</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Not applicable</p> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| <p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |

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| <p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p> | | | |
| <p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p> | | | |
| <p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | | |
| <p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | | |
| <p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7 AM - 5 PM • Saturday: _____ Not applicable • Sunday: _____ Not applicable • Holidays: _____ Not applicable </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours unmanned • Saturday: _____ 24 hours unmanned • Sunday: _____ 24 hours unmanned • Holidays: _____ 24 hours unmanned </td> </tr> </table> | | <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7 AM - 5 PM • Saturday: _____ Not applicable • Sunday: _____ Not applicable • Holidays: _____ Not applicable | <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours unmanned • Saturday: _____ 24 hours unmanned • Sunday: _____ 24 hours unmanned • Holidays: _____ 24 hours unmanned |
| <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7 AM - 5 PM • Saturday: _____ Not applicable • Sunday: _____ Not applicable • Holidays: _____ Not applicable | <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours unmanned • Saturday: _____ 24 hours unmanned • Sunday: _____ 24 hours unmanned • Holidays: _____ 24 hours unmanned | | |

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| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>Ambient noise levels will only be exceeded during the construction period. The solar array equipment will generate a minor amount of noise during operation.</p> <p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p> |
| <p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p> |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> |
| <p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ 0.5 tons per _____ month (unit of time) • Operation : _____ 0 tons per _____ month (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: Minor trash during construction from packaging materials _____ • Operation: None _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: Typical rolloff dumpster _____ • Operation: None _____ |

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

☐ Forest ☒ Agriculture ☒ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

The majority of the site contains agricultural land (row crops) with residential development in the northern portion of the site, ditch features in the central portion of the site, a stream along the southern boundary of the site, and wetlands in the northwestern and southeastern portions of the site.

b. Land uses and covertypes on the project site.

| Land use or Covertypes | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces | 0 | 0.97 | +0.97 |
| • Forested | 0 | 0 | 0 |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 0.55 | 9.95 | +9.4 |
| • Agricultural (includes active orchards, field, greenhouse etc.) | 17.05 | 0.00 | -17.05 |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | 0 | 0 | 0 |
| • Wetlands (freshwater or tidal) | 0 | 0 | 0 |
| • Non-vegetated (bare rock, earth or fill) | 0 | 0 | 0 |
| • Other Describe: <u>Solar Array (Racking Footprint)</u> | 0 | 6.68 | +6.68 |

| | |
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| c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div style="width: 50%;"> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____ | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| | | | | | | | | | | | | | | | | | | | |
|---|---|--|---|---|---|---|---|------------|--|----------------------|-------------------|------------|----------------------|-------------|-------------------------|--|-------------------------------------|--------------|--|
| v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> If yes, DEC site ID number: _____ Describe the type of institutional control (e.g., deed restriction or easement): _____ Describe any use limitations: _____ Describe any engineering controls: _____ Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____ _____ | | | | | | | | | | | | | | | | | | | |
| E.2. Natural Resources On or Near Project Site | | | | | | | | | | | | | | | | | | | |
| a. What is the average depth to bedrock on the project site? _____ >6.5 feet | | | | | | | | | | | | | | | | | | | |
| b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ % | | | | | | | | | | | | | | | | | | | |
| c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><u>136A-Kendaia silt loam, 0-3% slope</u></td> <td style="width: 40%; text-align: right;"><u>67.5 %</u></td> </tr> <tr> <td><u>790B-Conesus silt loam, 3-8% slope</u></td> <td style="text-align: right;"><u>32.5 %</u></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> </table> | | <u>136A-Kendaia silt loam, 0-3% slope</u> | <u>67.5 %</u> | <u>790B-Conesus silt loam, 3-8% slope</u> | <u>32.5 %</u> | _____ | _____ % | | | | | | | | | | | | |
| <u>136A-Kendaia silt loam, 0-3% slope</u> | <u>67.5 %</u> | | | | | | | | | | | | | | | | | | |
| <u>790B-Conesus silt loam, 3-8% slope</u> | <u>32.5 %</u> | | | | | | | | | | | | | | | | | | |
| _____ | _____ % | | | | | | | | | | | | | | | | | | |
| d. What is the average depth to the water table on the project site? Average: <u>0.5-2</u> feet | | | | | | | | | | | | | | | | | | | |
| e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><input type="checkbox"/> Well Drained:</td> <td style="width: 70%; text-align: right;">_____ % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;"><u>32.5</u> % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Poorly Drained</td> <td style="text-align: right;"><u>67.5</u> % of site</td> </tr> </table> | | <input type="checkbox"/> Well Drained: | _____ % of site | <input checked="" type="checkbox"/> Moderately Well Drained: | <u>32.5</u> % of site | <input checked="" type="checkbox"/> Poorly Drained | <u>67.5</u> % of site | | | | | | | | | | | | |
| <input type="checkbox"/> Well Drained: | _____ % of site | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Moderately Well Drained: | <u>32.5</u> % of site | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Poorly Drained | <u>67.5</u> % of site | | | | | | | | | | | | | | | | | | |
| f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 60%; text-align: right;"><u>100.0</u> % of site</td> </tr> <tr> <td><input type="checkbox"/> 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table> | | <input checked="" type="checkbox"/> 0-10%: | <u>100.0</u> % of site | <input type="checkbox"/> 10-15%: | _____ % of site | <input type="checkbox"/> 15% or greater: | _____ % of site | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> 0-10%: | <u>100.0</u> % of site | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> 10-15%: | _____ % of site | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> 15% or greater: | _____ % of site | | | | | | | | | | | | | | | | | | |
| g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____ _____ | | | | | | | | | | | | | | | | | | | |
| h. Surface water features. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</td> <td style="width: 20%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>ii. Do any wetlands or other waterbodies adjoin the project site?</td> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?</td> <td style="width: 20%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name <u>Stream C (delineated by C&S)</u></td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name <u>NYS Wetland</u></td> <td>Approximate Size <u>NYS Wetland (in a...</u></td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2"><u>RO-15</u></td> </tr> </table> | | i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | ii. Do any wetlands or other waterbodies adjoin the project site? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | • Streams: | Name <u>Stream C (delineated by C&S)</u> | Classification _____ | • Lakes or Ponds: | Name _____ | Classification _____ | • Wetlands: | Name <u>NYS Wetland</u> | Approximate Size <u>NYS Wetland (in a...</u> | • Wetland No. (if regulated by DEC) | <u>RO-15</u> | |
| i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | |
| ii. Do any wetlands or other waterbodies adjoin the project site? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | |
| iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | |
| • Streams: | Name <u>Stream C (delineated by C&S)</u> | Classification _____ | | | | | | | | | | | | | | | | | |
| • Lakes or Ponds: | Name _____ | Classification _____ | | | | | | | | | | | | | | | | | |
| • Wetlands: | Name <u>NYS Wetland</u> | Approximate Size <u>NYS Wetland (in a...</u> | | | | | | | | | | | | | | | | | |
| • Wetland No. (if regulated by DEC) | <u>RO-15</u> | | | | | | | | | | | | | | | | | | |
| v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____ | | | | | | | | | | | | | | | | | | | |
| i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | | | | | | | | | | | |
| j. Is the project site in the 100-year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | | | | | | | | | | | |
| k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | | | | | | | | | | | |
| l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">i. Name of aquifer:</td> <td><u>Principal Aquifer</u></td> </tr> </table> | | i. Name of aquifer: | <u>Principal Aquifer</u> | | | | | | | | | | | | | | | | |
| i. Name of aquifer: | <u>Principal Aquifer</u> | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | |
|--|--------------------|-----------|---------------------|---------------|-----------|----------|--------------------|--|---------------|-----------------|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Grasshopper sparrow</td> <td style="width: 33%; border-bottom: 1px solid black;">Gray squirrel</td> <td style="width: 33%; border-bottom: 1px solid black;">Groundhog</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Bobolink</td> <td style="border-bottom: 1px solid black;">Eastern cottontail</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Mourning dove</td> <td style="border-bottom: 1px solid black;">White-tail deer</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> | | | Grasshopper sparrow | Gray squirrel | Groundhog | Bobolink | Eastern cottontail | | Mourning dove | White-tail deer | |
| Grasshopper sparrow | Gray squirrel | Groundhog | | | | | | | | | |
| Bobolink | Eastern cottontail | | | | | | | | | | |
| Mourning dove | White-tail deer | | | | | | | | | | |
| <p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> Currently: _____ acres Following completion of project as proposed: _____ acres Gain or loss (indicate + or -): _____ acres | | | | | | | | | | | |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p> | | | | | | | | | | | |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p> | | | | | | | | | | | |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p> | | | | | | | | | | | |
| <p>E.3. Designated Public Resources On or Near Project Site</p> | | | | | | | | | | | |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p> | | | | | | | | | | | |
| <p>b. Are agricultural lands consisting of highly productive soils present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? Prime farmland: 5.7 acres; Prime farmland if drained: 11.9 acres</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): USDA NRCS Web Soil Survey</p> | | | | | | | | | | | |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p> | | | | | | | | | | | |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p> | | | | | | | | | | | |

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| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____ | |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): _____ ii. Basis for identification: _____ | |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Identify resource: <u>Rome Wildlife Management Area, Bellamy Harbor Park, Riverside Park, Haselton Park, Franklyn Field, Vogel Park, Wiggins Park</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Wildlife Management Area, Public Park</u> iii. Distance between project and resource: _____ <5 miles. | |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Bryan A. Bayer, C&S Engineers, Inc. Date January 5, 2024

Signature  Title Department Manager, Planning & Compliance



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



| | |
|--|---|
| B.i.i [Coastal or Waterfront Area] | No |
| B.i.ii [Local Waterfront Revitalization Area] | No |
| C.2.b. [Special Planning District] | Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook. |
| C.2.b. [Special Planning District - Name] | NYS Heritage Areas: Mohawk Valley Heritage Corridor |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Listed] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.iii [Within 2,000' of DEC Remediation Site] | No |
| E.2.g [Unique Geologic Features] | No |
| E.2.h.i [Surface Water Features] | Yes |
| E.2.h.ii [Surface Water Features] | Yes |
| E.2.h.iii [Surface Water Features] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| E.2.h.iv [Surface Water Features - Wetlands Name] | NYS Wetland |
| E.2.h.iv [Surface Water Features - Wetlands Size] | NYS Wetland (in acres): 85.8 |
| E.2.h.iv [Surface Water Features - DEC Wetlands Number] | RO-15 |
| E.2.h.v [Impaired Water Bodies] | No |
| E.2.i. [Floodway] | No |
| E.2.j. [100 Year Floodplain] | No |

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

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

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features

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

☒ NO

☐ YES

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

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

3. Impacts on Surface Water

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

☐ NO

☒ YES

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

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

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

| 4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i> | | | |
|--|-----------------------------|-------------------------------------|---|
| | | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells. | D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____ | D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may allow or result in residential uses in areas without water and sewer services. | D1a, D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may include or require wastewater discharged to groundwater. | D2d, E2l | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated. | D2c, E1f, E1g, E1h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer. | D2p, E2l | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources. | E2h, D2q, E2l, D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| 5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i> | | | |
|--|-----------------------------|--|------------------------------------|
| | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may result in development in a designated floodway. | E2i | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in development within a 100 year floodplain. | E2j | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in development within a 500 year floodplain. | E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in, or require, modification of existing drainage patterns. | D2b, D2e | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may change flood water flows that contribute to flooding. | D2b, E2i, E2j, E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| f. If there is a dam located on the site of the proposed action, <u>is</u> the dam [has failed to meet one or more safety criteria on its most recent inspection] in need of repair or | E1e | <input type="checkbox"/> | <input type="checkbox"/> |

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

| 6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i> | | | |
|--|---|--|--|
| | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) <u>Q</u> iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of [hydrochlorofluorocarbons (HCFCs)] <u>hydrochlorofluorocarbons (HFCs)</u> emissions vi. 43 tons/year or more of methane | D2g D2g D2g D2g D2g D2h | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants. | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour. | [D2f,] D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may reach 50% of any [two or more] of the thresholds in "a" through "c", above. | [D1g, D2k] D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour. | D2s | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| 7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i> | | | |
|--|---|-------------------------------|------------------------------------|
| | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site. | E2o | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government. | E2o | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site. | E2p | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or | E2p | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

| 9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i> | | | |
|--|-----------------------------|--|--|
| | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource. | E3h | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views. | E3h, C2b | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round | E3h | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities | E3h E2q, E1c | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource. | E3h | <input type="checkbox"/> | <input type="checkbox"/> |
| f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/4 -3 mile 3-5 mile 5+ mile | D1a, E1a, D1f, D1g | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| 10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i> | | | |
|--|-----------------------------|-------------------------------------|---|
| | | <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places. | E3e | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory. | E3f | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____ | E3g | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

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

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

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

☒ NO

☐ YES

If "Yes", answer questions a - g. If "No", go to Section 14.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. Projected traffic increase may exceed capacity of existing road network. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the construction of paved parking area for 500 or more vehicles. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action will degrade existing transit access. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action will degrade existing pedestrian or bicycle accommodations. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| [f] e. The proposed action may alter the present pattern of movement of people or goods. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| [g] f. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

☐ NO

☒ YES

If "Yes", answer questions a - e. If "No", go to Section 15.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------------|------------------------------------|
| a. The proposed action will require a new, or an upgrade to an existing, substation. | D2k | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use. | D1f, D1q, D2k | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may utilize more than 2,500 MWhrs per year of electricity. | D2k | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. | D1g | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Other Impacts: _____ | | | |

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

☒ NO

☐ YES

If "Yes", answer questions a - f. If "No", go to Section 16.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may produce sound above noise levels established by local regulation. | D2m | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home. | D2m, E1d | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in routine odors for more than one hour per day. | D2o | <input type="checkbox"/> | <input type="checkbox"/> |

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

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

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

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

| 18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i> | | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES | |
|--|--------------------------------|---|------------------------------------|
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community. | E3c, E3f, E3g | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may create a demand for additional community services (e.g. schools, police and fire) | C4 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing. | C2, C3, D1f D1g, E1a | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources. | C2, E3 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action is inconsistent with the predominant architectural scale and character. | C2, C3 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Proposed action is inconsistent with the character of the existing natural landscape. | C2, C3 E1a, E1b E2g, E2h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. Other impacts: _____ | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status:

☒ Type 1

☐ Unlisted

Identify portions of EAF completed for this Project:

☒ Part 1

☒ Part 2

☒ Part 3

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

Documents submitted by applicant

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

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

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

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

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

Name of Action:

Issuance of special Use Permit

Name of Lead Agency:

Zoning Board of Appeals

Name of Responsible Officer in Lead Agency:

John Sorbello

Title of Responsible Officer:

ZBA Chairman

Signature of Responsible Officer in Lead Agency:



Date:

6/27/24

Signature of Preparer (if different from Responsible Officer)



Date:

7/24/24

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

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

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

Applicant (if any)

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

**SEQR Resolution
NY Rome Old Oneida Solar, LLC Facility**

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

WHEREAS, NY Rome Old Oneida Solar, LLC, on behalf of itself and/or the principals of NY Rome Old Oneida Solar, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 4.2 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating, safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 20± acre portion of a 144± acre parcel of land located at 5792 Old Oneida Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the Agency desires to determine whether the construction and equipping of the Facility may have a "significant effect on the environment" (as said quoted term is defined in the SEQR Act and the Regulations) and therefore require the preparation of an environmental impact statement; and

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

WHEREAS, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Agency has reviewed the Determination of Significance dated June 27, 2024 (the "Planning Board Review") by the City of Rome Planning Board (the "Lead Agency"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. The Executive Director of the Agency is hereby directed to file in the Agency's records a negative declaration with respect to the Facility (said

negative declaration to be substantially in the form and substantially to the effect of the negative declaration attached hereto).

Section 4. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

DRAFT

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

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

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

Such resolution was passed at a meeting of the Agency duly convened on June 20, 2025 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:

EDGE Staff Present:

Other Attendees:

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

and, therefore, the resolution was declared duly adopted.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2025.

Shawna Papale, Secretary

June 20, 2025

NY Rome Old Oneida Solar, LLC

Project Memo

Applicant Legal Name

**NY Rome Old Oneida Solar, LLC
149 Water St., Norwalk CT**

Description of Project:

4.2 MW AC, ground-mounted solar energy array at 5792 Old Oneida Road, on up to 30 ± acres of leased property.

Type of Facility: **Community solar**

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

Proposed PILOT: **\$10,000 per MW-AC, with annual 2% incremental increase (standard OCIDA UTEP) for 25 years.**

Estimated PILOT Value: **\$2,481,351**

Affected Tax Jurisdictions: **Oneida County, City of Rome, Sherrill City School District (VVS)**

Current real estate taxes or current PILOT on property: **\$11,370± on 144 acre parcel.**

Company Obligations for Financial Assistance: **1. Home Community Agreement** in Negotiation with City of Rome. **2. A decommissioning plan** to the City of Rome as part of the permitting package, a decommissioning plan was accepted as part of the Special Use Permit approval.

No Job Commitments.



APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency
584 Phoenix Drive

Rome, New York 13441-1405

(315) 338-0393 telephone

(315) 338-5694 fax

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

Shawna M. Papale, Executive Director

spapale@mvedge.org

Please submit the signed and notarized completed application (Pages 1-25 ONLY), which must include any applicable addendum or supplemental information requested in the application, along with payment of a non-refundable \$500 Application Fee (\$5,000 for Solar applications) and a \$1,000 Commitment Fee (will be applied to final closing costs) to the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome NY 13441-1405, within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. An electronic version of the application must accompany the original application via physical media or e-mail.

NY Rome Old Oneida Solar, LLC

Project Name

June 13, 2025

Date of Submission

Important Notes to Applicant:

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

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

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

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

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

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

Part I: Applicant Information

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

Applicant

1(a) Applicant's Legal Name: NY Rome Old Oneida Solar, LLC

1(b) Principal Address: 149 Water St.

Suite 302

Norwalk, CT

1(c) Telephone/Facsimile Numbers: (917) 686 7073

1(d) Email Address: adam.krop@emerer.com

1(e) Secondary Email Address: _____

1(f) Contact Person: Adam Krop

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: Emeren US, LLC

EIN #: _____

☐

DISC

☐

Other(specify) _____

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

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

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

| <u>Name</u> | <u>Address</u> | <u>Percentage of Ownership</u> |
|--|----------------|--------------------------------|
| NY Rome Old Oneida Solar, LLC (the Project Co) is a subsidiary of Emeren US, LLC, who's parent company, Emeren Group Ltd., is publicly traded on the NYSE. The Project Co will be developed by Emeren US, LLC, until all statutory rights for construction are obtained, and then likely sold to our partner and long-term owner, Goodfinch. If final negotiations with Goodfinch break down, the Project Co will be sold in a similar transaction to another OCIDA approved third party. Goodfinch, or other OCIDA approved third party will complete construction and operate the facility. The transaction will be a transfer of ownership of the Project Co LLC assets from Emeren US, LLC to Goodfinch, or other OCIDA approved third party. See attached document for more information on Goodfinch. | | |

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

NY Rome Old Oneida Solar, LLC is 100% owned by Emeren, US, LLC.

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

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

| | |
|----------------|---------------------------------|
| Name/Title: | Jason Maur, Chief Legal Counsel |
| Firm: | Emeren US, LLC |
| Address: | 149 Water St. Suite 302 |
| | Norwalk, CT 06854 |
| Telephone/Fax: | 203-521-4389 |
| Email: | Jason.Maur@emeren.com |

3(b) Applicant's Accountant

| | |
|----------------|---------------------------|
| Name/Title: | Jerry Yang, Sr Accountant |
| Firm: | Emeren US, LLC |
| Address: | 149 Water St. Suite 302 |
| | Norwalk, CT 06854 |
| Telephone/Fax: | (510) 396-6458 |
| Email: | |

Business Description

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

Emeren is a leading global solar and storage project developer and operator. The Company focuses on solar power and storage project development, construction management and project financing services. With local professional teams in more than 10 countries around the world, the business is spread across a number of regions where solar power project markets are growing rapidly. In the US, the Company is active in key regulated and unregulated electricity markets across the country.

Part II: Project Information

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

4.2 MW AC (originally planned to be 5.96MW) of Solar Photovoltaic Solar panels will be installed in parallel rows on approximately 20 acres of leased land of a 144 acre parcel in Rome, NY.

Each panel will be approximately 2 meters high and 1 meter wide and operate on a single axis tracker racking system. Each row is composed of trackers with a minimum of 1x26 panels long or multiples of this. The rows will span the width of the project area, face East/West supported by a single-axis tracking system that is secured to the ground using embedded piles. The solar panels will be wired together and connected to electrical boxes. Underground cabling will be installed to connect the boxes to inverter stations and switchgear. Connection to grid will be done over-head to the utility feeder. All the proposed work and equipment will comply with US standards and certifications, and it will take place within the identified property. The proposed Commercial Operation Date is mid to late 2026, and will operate for up to 40 years.

It will be a Community Solar installation that allows local subscribers to purchase renewable, clean energy at a discount to their current utility rate.

Reasons for Project

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

As a leading Developer of Solar and Storage who has knowledge and experience with the NY Community Solar Market, Emeren is interested in continuing our participation in the New York Solar and Storage Industry.

This Project and location were chosen due to the proximity to 3-phase electrical distribution lines, association with a utility substation that has capacity to handle the electrical generation of a solar farm, the fact that the land is mostly cleared and flat so as to require minimal-to-no grading for constructing the facility, and the interest of the landowner in having a solar farm on his property

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

The Agency's financial assistance is necessary for the project to be economically viable. Federal and State incentive programs for renewable energy have steadily declined. This combined with the high and increasing capital intensity of a solar project and prolonged capital recovery term, the Agency's support is crucial to the financial viability of this project.

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

☒ Yes ☐ No

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

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

The project will fail to be constructed, and sunk early-stage development costs forfeited. The Landowner will not receive annual rent payments, ensuring land ownership security during the course the project's operating term. The County and Town will not receive tax income from the project, nor the community benefits of removing 5,083 metric tonnes of carbon dioxide from the atmosphere.

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.

Planning to apply for financial assistance for an additional project, with a different entity, also under Emeren US, LLC.

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

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

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

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

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

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

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

Assistance Requested

Estimated Values

☒ **Fill-in** Real Property Tax Abatement (value of PILOT savings): \$ 2,481,351

☐ Mortgage Tax Exemption (.75%) \$ 0.00

Amount of mortgage: \$ _____ (**fill-in**)

☐ Sales and Use Tax Exemption ** (8.75%) \$ 0.00 (Not available for solar)

Value of goods/services to be exempted from sales tax: \$ _____ (**fill-in**)

☐ Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$ _____

**** TOTAL EXEMPTION ASSISTANCE REQUESTED: \$ 2,481,351**

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

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

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

Part III: Facility Information

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

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

7(a) Street Address of Facility:

5792 Old Oneida Road

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

Rome, Oneida County, NY 13440

7(c) School District:

Sherrill City School District

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

Agricultural

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

Agricultural

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

Solar PV Array to be constructed and to operate on the site. Each panel will be approximately 2 meters high and 1 meter wide and operate on a single axis tracker racking system. Each row is composed of trackers with a minimum of 1x26 panels long or multiples of this. The rows will span the width of the project area, face East/West supported by a single-axis tracking system that is secured to the ground using embedded piles. The solar panels will be wired together and connected to electrical boxes. Underground cabling will be installed to connect the boxes to inverter stations and switchgear. Connection to grid will be done over-head to the utility feeder. All the proposed work and equipment will comply with US standards and certifications, and it will take place within the identified property.

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

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

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

Construction Commencement: 08/01/2025

Construction completion: 12/31/2025

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

☒ Yes ☐ No

If Yes, please describe.

City Of Rome - Special Use Permit. Emeren submitted a decommissioning plan to the City of Rome as part of the permitting package, which was accepted as part of the Special Use Permit approval.

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:

We received approval from the City Of Rome Zoning Board and they have issued SEQR negative declaration. We are now in front of the Planning Board for approval. SEQR determination attached

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

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

7(j) What is the useful life of the facility? 40 years

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

If Yes, which Empire Zone: _____

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

ALL APPLICANTS MUST ANSWER PART IV-8(a)

Part IV: Retail Project Questionnaire

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

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

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

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

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

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

Part V: Facility (Legal Information)

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

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

Legal Name: James Elliott

Address: 6536 Henderberg Road
Rome, NY 13440

Telephone: _____

Balance of Mortgage: _____

Holder of Mortgage: _____

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

9(b) Is there a legal relationship, directly or indirectly, by virtue of common control or through related persons, between the Applicant and the present owner of the facility?

☒ Yes ☐ No. **If Yes**, please explain.

Executed Lease Option

9(c) Will a related real estate holding company, partnership or other entity, be involved in the ownership structure of the transaction?

☐ Yes ☒ No. **If Yes**, please explain.

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

☐ Yes ☒ No **If Yes**, please explain.

Goodfinch will own and operate the solar facility.

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

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

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

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

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

Not Applicable

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

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

Part VI: Equipment

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

Solar Panels, Inverters, Solar Panel Racking, Power Electronics

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

None

10(c) What is the useful life of the equipment? 35 years

Part VII: Employment Information

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

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

20

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

☐ Yes ☒ No If Yes, explain below.

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

☐ Yes ☐ No If Yes, explain below.

NA

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

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

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

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

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

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

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

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

Provide Any Notes To Job Information Below

The project will create 20 temporary jobs during the construction phase of the project. No jobs will be retained after the project is commissioned.

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

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

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

Part VIII: Estimated Project Cost and Financing

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

| | | |
|---|----|----------------------------------|
| LAND Acquisition | \$ | (If lease value use OTHER below) |
| Existing Building(s) ACQUISITION | \$ | |
| Existing Building(s) RENOVATION | \$ | |
| NEW Building(s) CONSTRUCTION | \$ | |
| Site preparation/parking lot construction | \$ | |
| Machinery & Equipment that is TAXABLE | \$ | 3,118,500 |
| Machinery & Equipment that is TAX-EXEMPT | \$ | |
| Furniture & Fixtures | \$ | |
| Installation costs | \$ | 5,715,900 |
| Architectural & Engineering | \$ | 120,000 |
| Legal Fees (applicant, IDA, bank, other counsel) | \$ | 50,000 |
| Financial (all costs related to project financing)* | \$ | |
| Permits (describe below) | \$ | 5,000 |
| Other (describe below) ie: solar decommissioning expense) | \$ | |

| | | | |
|----------------------------|--------------|----------------------------|-----------|
| Other: | Cost: | Subtotal \$ | 9,009,400 |
| 1. Decommissioning expense | \$ 307,840 | | |
| 2. Land Lease | \$ 1,250,000 | | |
| 3. | | Agency Fee ¹ \$ | 45,047 |
| 4. | | | |
| 5. | | Total Project Cost \$ | 9,054,447 |

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

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

Permit/Other Information

City Of Rome – ZBA Special Use Permit; City Of Rome – Planning Board approval; City of Rome Building Permit; NYSDEC SPDES for Stormwater; SHPO Approval ; Oneida County Highway Work Permit

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

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

12(d) Sources of Funds for Project Costs

Bank Financing: ----- \$ 5,699,400

Equity (excluding equity that is attributed to grants/tax credits) -- \$ 1,045,047

Tax Exempt Bond Issuance (if applicable) ----- \$

Taxable Bond Issuance (if applicable) ----- \$

Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below. ----- \$ 2,310,000

Identify each Public state and federal grant/credit:

Comments:

| | | | | |
|--------|---------------|----|-----------|--|
| Source | NYSERDA Grant | \$ | 0 | Our partner, Goodfinch, will purchase the project, and finance the project after all statutory rights for construction are obtained. |
| Source | Federal ITC | \$ | 2,310,000 | |
| Source | | \$ | | |
| Source | | \$ | | |

Total Sources of Funds for Project Costs: \$ 9,054,447

Part IX: Real Estate Taxes

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

| Tax Map Parcel # | Current <u>Land</u> Assessment | Current <u>Building</u> Assessment | Current <u>Total</u> Assessment | Current <u>Total Taxes</u> Amount (\$) | Estimated <u>Post-Project</u> Assessment |
|------------------|--------------------------------------|--|---------------------------------------|--|--|
| 272.000-2-36 | \$ 64,000 | \$ 127,600 | \$ 191,600 | \$ 11,370 | |
| Solar Facility | | | | | \$ 1,939,133 |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

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

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

City of Rome Treasurer

190 N Washington St.

Rome, NY 13440

13(e) Address of Receiver of School Taxes:

Sherrill City School District

c/o VVS Admin Building

PO Box 128 Verona, NY 13478

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

☐

Yes

☒

No

If Yes explain below.

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

Use space below for additional information

NYS SEQRA Environmental Review

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

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

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

Agency Fee Schedule

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

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

Bond Fee: ½ of 1% of total bond amount

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

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

Transaction Counsel/Agency Counsel Fee:

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

Transaction Counsel/Agency Counsel fees for bond transactions typically will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for a sale-leaseback/lease-leaseback transaction are typically \$8,500 to \$15,000 if no commercial financing is involved or \$10,000 to \$18,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

Annual Fee (Lease/Rent Fee):

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

Other Fees:

If Applicant requests the IDA enter into subsequent transactions following closing (i.e., a facility refinance), the IDA will charge a closing fee equal to 1/8 of one percent of the total reissuance, redemption, new or revised mortgage, refinancing, spreading agreement or other transaction with a minimum payment due of \$500. The Applicant will also be responsible to pay any legal fees and any bank or financial institution fees the IDA incurs in connection with said transaction, throughout the term of the Agency's involvement with the facility. The applicant is obligated to reimburse the Agency for all fees and expenses incurred by the Agency, Agency Counsel, and Bond Counsel, regardless of whether the transaction closes or not.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

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

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

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

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

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

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

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

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

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

13. The Applicant acknowledges receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. Applicant further acknowledges and understands that it has certain obligations as related thereto pursuant to Section 224-a(8)a) of the New York Labor Law.

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

Jason Maur, being first duly sworn, deposes and says:

1. That I am the Secretary of Management ^{Member Emeren US, LLC} (Corporate Office) of NY Rome Old Oneida Solar, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

[Signature]
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 11 day of June, 2025

Linda R. Digiulio
(Notary Public)



LINDA R DIGIULIO
NOTARY PUBLIC
State of Connecticut
My Commission Expires
April 30, 2028

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: Adam Krop
Print Name: Adam Krop
Title: Director, M+A
Date: 6/10/25

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



APPLICATION FOR FINANCIAL ASSISTANCE

SOLAR Project

ADDENDUM

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

Community Solar Project Questionnaire

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

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

4.2 MW AC of Solar Photovoltaic Solar panels will be installed in parallel rows on approximately 20 acres of leased land in Rome, NY.

Each panel will be approximately 2 meters high and 1 meter wide and operate on a single axis tracker racking system. Each row is composed of trackers with a minimum of 1x26 panels long or multiples of this. The rows will span the width of the project area, face East/West supported by a single axis.

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

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

☐ Yes ☒ No

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

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

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

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

A decommissioning plan was submitted as part of the permitting package. Decommissioning bond to be posted by our investor partner, Goodfinch.

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

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

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

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

Checklist for Solar Project Applications

- ☒ Application for Financial Assistance and all supplemental information required by IDA (signed and notarized)
- ☒ Check, or proof of paid application and commitment fee in the amount of \$6,000.00
- ☒ *Facility map delineating where on property the solar facility will be located. Map must include tax parcel number(s), Oneida County GIS-verified soils and be accompanied with a metes and bounds legal description.
- ☒ Zoning or Planning Board approval (or if no such approvals are required, a letter of support from the Host Community)
- ☒ Copy of Host Community Agreement or confirmation that one is not being executed. (OCIDA requires Project Operators to enter into a Host Community Agreement directly with the Host Community.)
- ☒ Decommissioning plan prepared by a licensed engineer detailing decommissioning of the Facility, which includes an estimated cost reflecting inflation to the time of decommissioning. If a decommissioning plan has been reviewed by a Zoning or Planning Board of the Host Community, such approval should be submitted. The Agency reserves the right to retain an independent engineer at the Project Operator's expense to validate the decommissioning plan and cost.
- ☒ Evidence that provision has been made (or will be made before closing) to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account.
- ☒ Copy of Lease Agreement with landowner (if applicable)
- ☒ Part 1 EAF completed and signed by the Applicant
- ☒ Parts 2 and 3 EAF completed and signed by the lead agency with determination of type of action (with copies of resolutions if available)

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

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

Oneida County Industrial Development Agency

Uniform Tax Exemption Policy (Community Solar Projects)

Adopted September 18, 2020

Modified April 30, 2021 and

Modified March 3, 2022

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

I. Project Eligibility Criteria

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

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

II. Financial Assistance

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

2. **Mortgage Recording Tax Exemption.**

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

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

3. **Sales Tax Exemption.**

- No Sales tax benefit is offered.

III. Other Requirements

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

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

V. Recapture

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

VI. Deviations

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

Oneida County Industrial Development Agency Decommissioning Plan Guidance

1.0 DEFINITIONS

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

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

Owner: One who has legal title to the Property.

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

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

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

2.0 DECOMMISSIONING

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

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

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

2.1 DECOMMISSIONING PLAN

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

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

2.1.1 DECOMMISSIONING COSTS

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

2.1.2 DECOMMISSIONING WORK AND SCHEDULE

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

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

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

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

2.1.3 RESTORATION

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

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

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

3.0 SECURITY

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

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

4.0 OWNERSHIP CHANGES

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

5.0 SEVERABILITY

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

6.0 ENFORCEMENT

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

GoodFinch Summary

GoodFinch Management, LLC (headquartered in San Francisco, CA), was founded in 2020 to be a leading asset management company focused on the intersection of the American solar industry and capital markets. The co-founders of the firm, Hayes Barnard, Tanguy Serra, and Andrew Mills, are pioneers of the residential solar industry, having installed or financed an estimated 2 million of the approximately 5 million total installations in the United States to date while founding and/or leading many of the most consequential businesses in the industry, including Vivint Solar, Paramount Solar, SolarCity, GoodLeap, and now, GoodFinch.

Today, GoodFinch manages approximately \$2bn of capital via long-dated private investment funds that collectively have over \$600mm of undrawn capital. GoodFinch owns over \$3bn of solar asset, ABS debt and equity residuals of operating solar assets, including interest in over 1GW of operating solar projects. GoodFinch is generally viewed as a solution provider in the space and is regularly engaged bilaterally with both private and public residential and commercial solar companies to provide bespoke capital and asset solutions. As part of this activity GoodFinch is regularly utilizing warehouse and term debt facilities, and GoodFinch has significant experience underwriting and managing various project finance debt facilities, including those in place at DSD. This experience leaves GoodFinch well-disposed to effectively manage the leverage supporting the assets owned by DSD. We believe GoodFinch is the only investment firm with dedicated capital and dedicated mindshare in the solar industry, and as a result DSD would fit perfectly with GoodFinch's operations.

Mr. Serra, GoodFinch Chief Investment Officer and Partner, co-founded Vivint Solar in 2011 and built the company into the second largest solar installation company in the United States before successfully selling the company to Blackstone in 2013. Vivint Solar pioneered a number of Tax Equity structures for PPAs with various financial institutions including US Bank, as well as innovations on billing residential systems for energy with Enphase systems. Mr. Barnard, GoodFinch Chairman and Partner, founded solar technology company Paramount Solar in 2011, which he sold to SolarCity Corporation ("SolarCity") in 2013.

In 2013, Messrs. Barnard and Serra joined SolarCity's executive team; Mr. Barnard served as SolarCity's Chief Revenue Officer while Mr. Serra served as the company's President and Chief Operating Officer. Andrew Mills, GoodFinch Partner and Co-Founder, joined Messrs. Barnard and Serra at SolarCity in 2015. Under their leadership, SolarCity achieved almost 30% market share of the financing, installation, and servicing of commercial and residential solar in the United States, before Tesla acquired SolarCity in 2016. The team led the annual installation and financing of 1GW of distributed solar systems with 17,000 W-2 employees. Mr. Barnard and Mr. Serra oversaw customer care, billing and collections, operations and maintenance, fund accounting and cash waterfalls for approximately 1 million solar systems across the United States.

In 2016, Mr. Barnard founded the sustainable home improvement financing company GoodLeap. Mr. Serra soon thereafter joined the company as Chief Financial Officer. Mr. Mills also joined as the first employee of GoodLeap's consumer finance business and built out the company's residential solar underwriting and financing platform and initiated and scaled the servicing of those GoodLeap-originated assets. Today, GoodLeap is the largest climate-dedicated lender in the United States, having originated over \$27 billion of residential solar and sustainable home improvement loans across all 50 states, D.C., and Puerto Rico that have facilitated the transition of over one million homes in the United States to renewable energy. Mr. Serra led GoodLeap's first securitizations and obtained rating agency support. The GoodLeap ABS shelf

(including its predecessor names) has issued 20 securitizations working with numerous financial institutions including Goldman Sachs, Bank of America, Atlas, Citibank, Blackstone, KKR, and New York Life, as well as Moody's, Fitch, Kroll and Standard and Poor's, and today GoodLeap is the largest renewables ABS issuer in the United States. GoodFinch is often the largest contributor of assets to GoodLeap's multi-contributor ABS shelf.

In addition, GoodFinch's two other partners, Nick Franchot and Jamie Hutson, bring significant and complementary experience. Mr. Franchot began his career at CapitalSource in Maryland, which was one of the more significant ABS issuers in the country, before serving in the US Treasury Department as a Senior Advisor focused on the design and implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act that led to several laws and regulations that govern consumer lending in the United States today. Based on his further experience as head of credit investing at Hall Capital Partners (amongst the largest multi-family offices in the world with approximately \$50 billion of capital under management), he would bring deep expertise and relationships in the debt capital markets to support the

Mr. Hutson was previously the Chief Investment Officer of DSD Renewables, joining the firm in 2019 from GE Capital Energy Financial Services. As a member of the DSD leadership team since its spin out from General Electric, Mr. Hutson oversaw the underwriting and financing of hundreds of similar assets across a diverse portfolio of assets. His perspective is unique in creating an ability to move quickly to deliver execution certainty when considering the various components which will need to be managed through the transaction.

PAYMENT IN LIEU OF TAX BENEFIT VALUE CALCULATOR

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

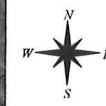
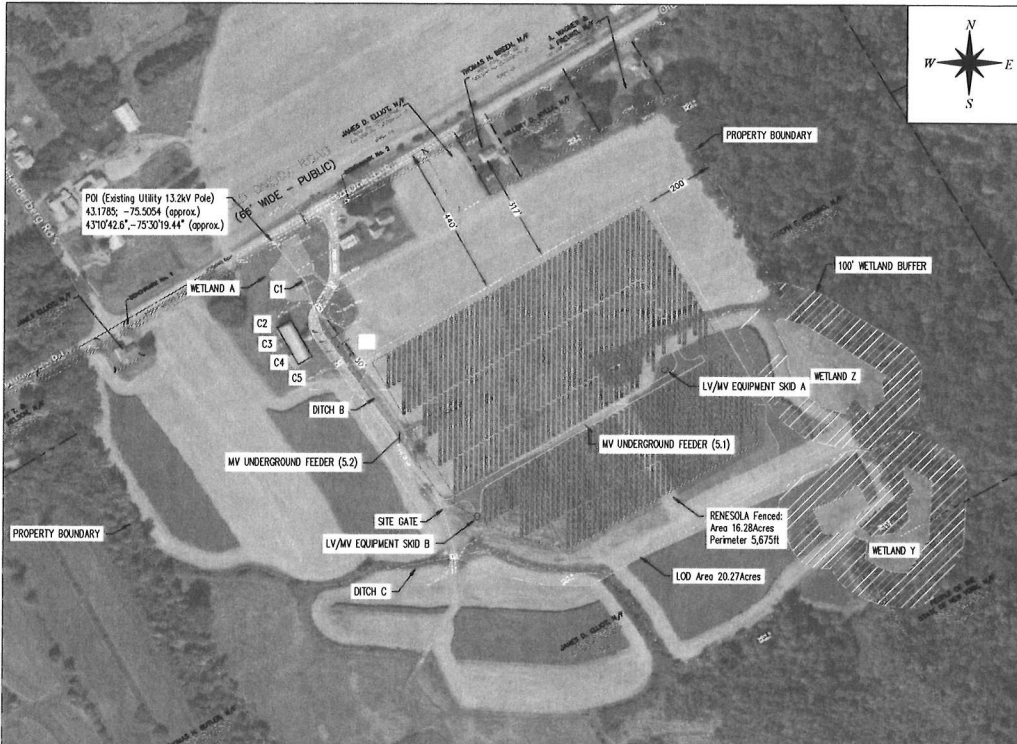
| Information on Real Property Proposed For PILOT | | |
|---|----------|------------------------------------|
| Estimated Full Market Value (in thousands) | \$ 4,309 | Based upon Emeren's NYS Calculator |
| Muni Equalization Rate % at time of applicatio | 45.00% | (Provide) |
| Estimated Assessment in 1,000s | \$ 1,939 | Auto calculates |

| Tax Rates Per 1k of Assessment at time of application* | | Full Payment | | 2026 Estimated | | Rate Year | Muni |
|--|--------------|--------------|--------------|----------------|--|-----------|-----------------|
| Oneida County | \$ 10.069977 | \$ 19,527 | \$ 10.271377 | | | 2025 | Oneida |
| City or Township** | \$ 13.524041 | \$ 26,225 | \$ 13.794522 | | | 2025 | Rome-Outer Dist |
| Village** | \$ - | \$ - | | | | | |
| School District | \$ 35.623048 | \$ 69,078 | \$ 36.335509 | | | 24-25 | VVS |
| Total | \$ 59.22 | \$ 114,830 | \$ 60.401407 | | | | |

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

| 1.02 | | | | Fixed Payment | | | | |
|-------------------------------|----------|--------------|--|---------------|---------------|--|--|-------|
| PILOT VALUE CALCULATOR VALUES | | Full | | Fixed Pvt | Benefit Value | | | OTHER |
| 2027 Year 1 | \$ 61.61 | \$ 119,469 | | \$ 42,000 | \$ 77,469 | | | |
| 2 | \$ 62.84 | \$ 121,858 | | \$ 42,840 | \$ 79,018 | | | |
| 3 | \$ 64.10 | \$ 124,295 | | \$ 43,697 | \$ 80,599 | | | |
| 4 | \$ 65.38 | \$ 126,781 | | \$ 44,571 | \$ 82,211 | | | |
| 5 | \$ 66.69 | \$ 129,317 | | \$ 45,462 | \$ 83,855 | | | |
| 6 | \$ 68.02 | \$ 131,903 | | \$ 46,371 | \$ 85,532 | | | |
| 7 | \$ 69.38 | \$ 134,541 | | \$ 47,299 | \$ 87,243 | | | |
| 8 | \$ 70.77 | \$ 137,232 | | \$ 48,245 | \$ 88,987 | | | |
| 9 | \$ 72.19 | \$ 139,977 | | \$ 49,210 | \$ 90,767 | | | |
| 10 | \$ 73.63 | \$ 142,776 | | \$ 50,194 | \$ 92,582 | | | |
| 11 | \$ 75.10 | \$ 145,632 | | \$ 51,198 | \$ 94,434 | | | |
| 12 | \$ 76.60 | \$ 148,545 | | \$ 52,222 | \$ 96,323 | | | |
| 13 | \$ 78.14 | \$ 151,515 | | \$ 53,266 | \$ 98,249 | | | |
| 14 | \$ 79.70 | \$ 154,546 | | \$ 54,331 | \$ 100,214 | | | |
| 15 | \$ 81.29 | \$ 157,637 | | \$ 55,418 | \$ 102,219 | | | |
| 16 | \$ 82.92 | \$ 160,789 | | \$ 56,526 | \$ 104,263 | | | |
| 17 | \$ 84.58 | \$ 164,005 | | \$ 57,657 | \$ 106,348 | | | |
| 18 | \$ 86.27 | \$ 167,285 | | \$ 58,810 | \$ 108,475 | | | |
| 19 | \$ 87.99 | \$ 170,631 | | \$ 59,986 | \$ 110,645 | | | |
| 20 | \$ 89.75 | \$ 174,044 | | \$ 61,186 | \$ 112,858 | | | |
| 21 | \$ 91.55 | \$ 177,524 | | \$ 62,410 | \$ 115,115 | | | |
| 22 | \$ 93.38 | \$ 181,075 | | \$ 63,658 | \$ 117,417 | | | |
| 23 | \$ 95.25 | \$ 184,696 | | \$ 64,931 | \$ 119,765 | | | |
| 24 | \$ 97.15 | \$ 188,390 | | \$ 66,230 | \$ 122,161 | | | |
| 25 | \$ 99.09 | \$ 192,158 | | \$ 67,554 | \$ 124,604 | | | |
| Total: | | \$ 3,826,624 | | \$ 1,345,273 | \$ 2,481,351 | | | |

[illegible]



| PV SYSTEM | |
|----------------------|-------------|
| DC CAPACITY (MWp) | 5.45 |
| AC Capacity (MW) | 4.2 |
| DC/AC ratio | 1.30 |
| PITCH (°) | ~14.95 |
| GCR | 50% |
| PCR RATING (MVA) | 4.2 |
| INTERCONNECTION (kV) | 13.2 |
| PV MODULE | |
| PV MODEL | JINKO SOLAR |
| # IN PV STRING | 36 |
| STRING TOTAL # | 368 |
| RACKING | 1STR 10-SAT |
| INVERTER PCS | FWER |
| PCS MODEL | PV5-175/L |
| PCS TOTAL # | 24 |

LEGEND:

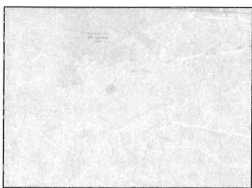
| | |
|---|----------------------------|
| PROPERTY LINE | SOLAR MODULE (9,594) |
| 175kW STRING INVERTER (24) | LIMIT OF DISTURBANCE (LoD) |
| LV/MV EQUIPMENT SKID (C2, C3, C4, C5) STEP-UP TRANSFORMER, GROUNDING BANK, LV DISCONNECT, LOCAL METERING AND WEATHER STATION WITH SITE CAMERA | PROPOSED SITE ROAD (20') |
| UTILITY MV FEEDER | EXISTING OVERHEAD LINES |
| EXISTING UTILITY POLE | PROPOSED RENESOLA POLE |
| RENESOLA PERIMETER FENCE | |

NOTES:

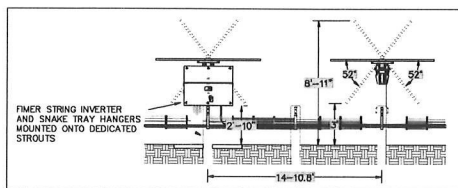
INTERCONNECTION POLES (C1, C2, C3, C4 AND C5) LOCATED 5FT TO 10FT OFF FROM THE ACCESS ROAD.

APPROX. GPS POLE LOCATIONS:

| |
|--|
| POLE (C1) - UTILITY RECLOSER: 43°10'42.6\"/> |
|--|



PROPERTY AND SITE LOCATIONS



E-W RACKING ELEVATION VIEW



EMEREN GROUP LTD.

100 First Stamford Place, Suite 302, Stamford CT, 06902 USA

Applicant: Old Oneida Solar LLC

NY ROME OLD ONEIDA ROAD SOLAR FARM

5792 Old Oneida Road
Rome, NY 13440

43°10'44.6\"/>

Owner: Elliot, James D
Tax Parcel ID:
301389-272-000-0002-036

OVERALL SYSTEM SIZE
5.45MWdc / 4.2MWac

| | | | |
|-----|-----------------------|----|----------|
| 7 | LAYOUT UPDATES | PS | 11/16/19 |
| 8 | LAYOUT UPDATES | PS | 11/16/19 |
| 9 | STAGING AREAS UPDATES | PS | 11/16/19 |
| 4 | TURNAROUNDS UPDATES | PS | 11/16/19 |
| 3 | LAYOUT UPDATES | PS | 11/16/19 |
| REV | DESCRIPTION | BY | DATE |

SHEET TITLE

I/P LAYOUT
TRACKER ELEVATION

| | |
|------------|-------------------------------|
| PAPER SIZE | PLAT 34" x 24" FOR FULL SCALE |
| SCALE | 1" = 100' |
| DATE | 11/16/2019 |

DRAWING NO.
E-001

Jeffrey M. Lanigan
Mayor



Rome Planning Board

(C) Mark Esposito
(VC) Joe Calandra
Eric Gonzalez
Brittany Fumarola
David Smith

City of Rome Planning Board
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7643 Fax: (315) 838-1167

March 2nd, 2025

Arif Alam
Business Operations Director
100 First Stamford Place
Suite 302
Stamford, CT 06902

Dear Mr. Alam:

At the regular meeting of the Rome Planning Board held on April 1st, 2025, Emeren US, LLC's request for site plan approval for the construction of a 4.2 MW solar array covering approximately 20 acres at 5792 Old Oneida Road was conditionally approved (3-0).

The Board placed the following condition(s) on the approval:

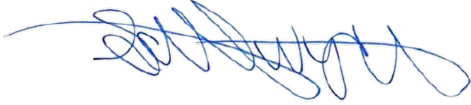
1. Prior to receiving the stamped final site plan, the applicant shall make revisions to their submitted materials in accordance with the review letter from Barton & Loguidice dated 03/27/2025.
2. Prior to receipt of a building permit, the applicant shall finalize and submit all permits, agreements, and securities outlined in "Additional Information and Anticipated Permits/Coordination" items 1-6 in the review letter from Barton & Loguidice dated 03/27/2025.
3. Prior to the receipt of a building permit, the applicant shall execute a host-community agreement with the City of Rome.

Once you have satisfied the first condition listed above, you will need to submit an electronic copy for digital stamping. This should include all final project drawings and a cover sheet titled "final site plan". The cover sheet should list all included drawings, their sheet number, and date of final revision. You may submit paper copies for stamping as desired for your records.

The subsequent conditions listed above will need to be satisfied before you receive a building permit for this project.

On behalf of the Board, we wish you good luck with your project.

Sincerely,



Garret S. Wyckoff
Planner

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

DRAFT PROPOSED

HOST COMMUNITY BENEFIT AGREEMENT

THIS HOST COMMUNITY BENEFIT AGREEMENT (the "Community Benefit Agreement"), dated as of the ____ day of [month, 2025] by and between the City of Rome, in the state of New York (the "Town"), with offices at 198 N Washington St, Rome, New York 13440 and NY Rome Old Oneida Solar, LLC (the "Owner"), a Delaware Limited Liability Company, with a principal place of business located at 149 Water St, Suite 302, Norwalk, CT, 06854 (the "Company").

W I T N E S S E T H:

WHEREAS, the Company is developing or shall develop a large-scale solar energy project with an expected nameplate capacity ("Capacity") of approximately 4.2 Megawatt AC on a parcel of land located within the Town at 5792 Old Oneida Rd, Rome, NY 13440 and identified as SBL # 272.000-2-36 (the "Project");

WHEREAS, the Company intends to enter into an agreement respecting the Project making provisions for payments in lieu of taxes (the "PILOT Agreement") by the Company with the Oneida County Industrial Development Agency (the "IDA") for the benefit of the Town, Oneida County (the "County") and the Sherrill City School District;

WHEREAS, the Company recognizes that the Project will impact the surrounding community, particularly the Town, more specifically that, during the development, construction, and long-term operation of said Project, the Town will incur significant expenses in connection with its "police powers";

WHEREAS, in consideration for the impacts on the community with respect to the Project, the Company has agreed to pay a Host Community Benefit Fee (as such term is defined in Section 2.1 below) to the Town, as set forth within this Community Benefit Agreement in addition to payments made pursuant to the PILOT Agreement;

WHEREAS, the Town and the Company wish to memorialize the terms and conditions associated with the payment of the Host Community Benefit Fee; and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Article I – Representations and Covenants

Section 1.1. Representations and Covenants of the Town.

The Town makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Town has the power to enter into the transaction contemplated by this Community Benefit Agreement and to carry out its obligations hereunder.

(b) The Town has been duly authorized to execute and deliver this Community Benefit Agreement.

(c) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Town is a party or by which it is bound, or will constitute default under any of the foregoing.

Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is duly organized and validly existing under the laws of the State of New York, has the authority to enter into this Community Benefit Agreement and has duly authorized the execution and delivery of this Community Benefit Agreement.

(b) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Community Benefit Agreement.

Article II - Payee/Payment of Host Community Benefit Fee.

Section 2.1. (a) *Host Community Benefit Fee.* In consideration for the impacts on the community with respect to the Project, the Company agrees to pay an annual fee to the Town at its address noted above in the amount of fifteen hundred dollars [(\$1,500)] per megawatt AC (the "Host Community Benefit Fee") commencing within five (5) business days of the date the Project achieves commercial operation and by each subsequent anniversary date thereafter (each a "Payment Date"). The Company agrees to make annual payments of the Host Community Benefit Fee for a period of fifteen (15) years. The term "commercial operation" shall mean the later of when the Project has (i) been issued a certificate of completion by the Town, or (ii) commenced generating electricity (excluding any electricity generated during start-up and commissioning of the Project) for sale.

(b) *Notice: Cure.* In the event the Company fails to pay the Community Benefit Fee by the date due under this Community Benefit Agreement (a “Monetary Breach”), the Town Board shall provide written notice of the alleged Monetary Breach specifying the details of the alleged Monetary Breach and the amount due. The Company shall cure any Monetary Breaches within ten (10) business days after receipt of such notice.

(c) *Use of Fund; Public Purposes.* The parties agree and acknowledge that the payment made hereunder is to provide revenue to the Town to partially mitigate the additional burdens being placed on the Town as a result of the Project to be used for public purposes to be undertaken by the Town. The revenues paid by the Company to the Town, which shall be utilized at the sole and absolute discretion of the Town, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and additional infrastructural improvements to be provided as a result of the Project’s presence within the Town.

Article III - Termination.

Section 3.1. This Community Benefit Agreement shall terminate upon the earlier of (a) full payment of all Community Benefit Fees to the Town, (b) failure to enter into or termination of the PILOT Agreement, or (c) full cessation of operation and decommissioning of Project, unless otherwise terminated by the written agreement of the Parties hereto.

Section 3.2 The Town agrees that for the life of the Project (approximately twenty-five to thirty years from commercial operation), the Town shall not modify the terms and conditions of any permits issued to or its regulations governing operation of the Project in a manner that, at the sole discretion of the Company, materially and adversely impacts the Project or requires the Company to change in any material manner its operations. The Town agrees that for the term of the PILOT, the Town shall not assess additional fees or taxes of the Project. Following expiration or Termination of the Pilot, should the town assess any additional taxes or fees of the Project, which assessment shall be done in accordance with the rules and regulations of the Town taking into account any and all depreciation of value of the Project, in no case shall any such assessment be greater than the amount the Company had been paying under the PILOT. The Company reserves its rights to initiate a judicial challenge to the Town's assessment of additional fees or taxes, or modifications of the terms and conditions of permits or regulations in question.

Article IV - Miscellaneous.

Section 4.1. This Community Benefit Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 4.2. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Town:

[City of Rome]
[198 N Washington St]
[Rome, NY 13440]
[Attention: Town Supervisor]

To the Company:

NY Rome Old Oneida Solar, LLC
149 Water St, Suite 302
Norwalk, CT 06854

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 4.3. This Community Benefit Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in or for Steuben County, New York.

Section 4.4. (a) The obligations and agreements of the Town contained herein shall be deemed the obligations and agreements of the Town, and not of any trustee, officer, agent or employee of the Town in his individual capacity, and the trustees, officers, agents and employees of the Town shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Company contained herein shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent or employee of the Company in his individual capacity, and the members, officers, agents and employees of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

Section 4.5. The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under any applicable law, rule or regulation ("Applicable Law") by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Community Benefit Agreement or Applicable Law.

Section 4.6 ASSIGNMENT BY TOWN.

The Town may transfer or assign any of its rights or obligations under this Community Benefit Agreement, provided that such transfer or assignment is due to a Town related financing transaction, without the prior written consent of the Company. The Company shall cooperate with the Town from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Town and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

Section 4.7 ASSIGNMENT BY COMPANY

The Company may, without the consent of the Town: (a) assign this Community Benefit Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“Lender”, and such purchaser, affiliate, and Lender are collectively defined as a “Successor”), provided such Successor assumes and agrees to be bound by this Community Benefit Agreement by executing and submitting to the Town a notice of assignment and assumption of this Community Benefit Agreement ten days prior to any such assignment, and may (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Community Benefit Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “Lender's Lien”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Project or any portion thereof solely in accordance with the Company’s rights under this Community Benefit Agreement (and subject to the Company’s obligations under this Community Benefit Agreement) and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Community Benefit Agreement. In the event this Community Benefit Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Community Benefit Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

[signature page to follow]

[Signature Page to Community Benefit Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Community Benefit Agreement as of the day and year first above written.

CITY OF ROME

By: _____
Name:
Title: Supervisor

NY ROME OLD ONEIDA SOLAR, LLC

By: _____
Name:
Title:

May 13, 2024

Mr. Arif Alam
Emeren
100 First Stamford Place, Suite 302
Stamford, Connecticut 06902

**Re: Decommissioning Estimate
NY Old Oneida Solar Farm, LLC
Rome, Oneida County, New York**

Mr Alam:

NY Old Oneida Solar Farm, LLC proposes to construct and operate a ground mounted single axis tracker photovoltaic (PV) solar system, approximately 4.2 megawatts-AC in capacity. The NY Old Oneida Solar Farm, LLC Project (Project) is located on privately owned land at 5792 Old Oneida Road, in the City of Rome, New York (hereafter "subject property"). The approximate 144 acre subject property is located on the south side of Old Oneida Road.

Ground-mounted solar facilities are designed, engineered and constructed to operate for at least 20 years, and in some cases for as long as 30 years. During construction, portions of the site may be compacted, excavated and graded for optimal installation and operation. The decommissioning plan, provided under separate cover, outlines the steps that will be taken to remove the solar system and its associated appurtenances from the project site and return the parcel to conditions similar to pre-installation.

It is estimated that the physical removal work will take approximately 6-8 weeks to complete. Inverters, transformers and switchgear will be removed from their concrete pads. The electrical equipment will be sold back to the manufacturers or to a recycling facility. Racking materials and fencing will be pulled from the ground and folded for transport. All other facility fencing, concrete pads, access roads and other components will be removed as described previously, and the site will be restored as required. The facility owner will be responsible for all decommissioning costs and will obtain all permits and approvals required by the Town prior to commencement of the decommissioning work. The current day estimated cost of decommissioning the facility is \$307,840 (2024 dollars, see the attached table for a breakdown of the estimate) and this would be the amount of the initial bond provided.

Should you have any questions or require additional information, please feel free to contact us.

Sincerely,

C&S ENGINEERS, INC.



Eric N. Kenna, P.E.
Service Group Manager
(315) 703-4109
ekenna@cscos.com



NY Old Oneida Solar Farm, LLC

| Decommissioning Estimate | | | | | |
|--------------------------|--|-------|-------|--------------|---------------|
| | | | Unit | Rate | |
| 1 | Remove approximately 5,968 linear feet of chain link fencing - 8' tall. (4 men, 7 days) | 224 | mh | \$ 75.00 | \$ 16,800.00 |
| 2 | Rental of bobcat for fence removal - 1 week including delivery and pickup. | 1 | week | \$ 2,500.00 | \$ 2,500.00 |
| 3 | Remove two (2) concrete pads (size not defined) Assume one hour each for excavator and operator. | 2 | each | \$ 1,500.00 | \$ 3,000.00 |
| 4 | Remove 191 single axis tracker frames (assume two hours per frame for a two-man crew) | 764 | mh | \$ 95.00 | \$ 72,580.00 |
| 5 | Disposal of Racking Materials - 20 yard dumpsters | 15 | each | \$ 1,000.00 | \$ 15,000.00 |
| 6 | Remove 20 ft wide gravel access road. 4,639SY=1,531CY=152 truckloads (haul away and spoil) | 152 | loads | \$ 150.00 | \$ 22,800.00 |
| 7 | Remove 9,568 PV panels (assumes 45 panels removed per hour with a 6 man crew - general laborers) | 1,276 | mh | \$ 60.00 | \$ 76,560.00 |
| 8 | Remove overhead wires and six poles (utility crew) (4 men, 2 days) | 1 | lsum | \$ 10,000.00 | \$ 10,000.00 |
| 9 | Remove Underground conduit and conductors and backfill (operator, helper and excavator) | 60 | mh | \$ 450.00 | \$ 27,000.00 |
| 10 | Spot regrading of site as needed.(operator and excavator) | 60 | mh | \$ 300.00 | \$ 18,000.00 |
| 11 | Reseeding of disturbed areas of the site | 1 | lsum | \$ 2,500.00 | \$ 2,500.00 |
| 12 | Move topsoil from stockpile area to infill road removal and basin (operator, helper and excavator) | 40 | mh | \$ 450.00 | \$ 18,000.00 |
| 13 | SWPPP Preparation and NOI Submittal | 1 | lsum | \$ 10,500.00 | \$ 10,500.00 |
| 14 | Erosion and Sediment Control Measures (4 men, 2 days) | 64.00 | mh | \$ 75.00 | \$ 4,800.00 |
| 15 | Weekly SWPPP Inspections | 12.00 | lsum | \$ 650.00 | \$ 7,800.00 |
| 16 | | | | | |
| | | | | | |
| Current Day Total | | | | | \$ 307,840.00 |

AMENDED AND REINSTATED OPTION AND LEASE AGREEMENT

This Amended and Reinstated Option and Lease Agreement (the "New Agreement") effective as of the 15th day of November, 2024 by and between Emeren US, LLC [f/k/a ReneSola Power Holdings, LLC], a Delaware limited liability company ("Lessee") and The Estate of James Elliott ("Lessor").

RECITALS

1. Lessee and Lessor were parties to an Option and Lease Agreement dated June 2, 2022, pursuant to which Lessee has an exclusive Option to Lease certain property of Lessor ("Original Agreement") attached hereto as Exhibit A.
2. The Original Agreement has since expired.
3. Lessee and Lessor wish to enter into a New Agreement, being bound under the same terms and conditions, but with a new Option Period Effective Date.
4. Lessee has since changed its name from ReneSola Power Holdings, LLC to Emeren US, LLC.

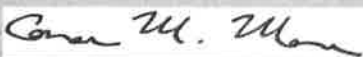
NOW, THEREFORE, in consideration of the above premises, and the mutual promises in the Agreement and this Amendment, Lessor and Lessee agree as follows.

AGREEMENT


1. Definitions. Capitalized terms used in this New Agreement shall have the meanings given to them in the Original Agreement unless otherwise expressly defined in this New Agreement.
2. New Agreement. The Amended and Reinstated Agreement shall consist of all the terms of the Original Agreement amended as follows:
 - a. On the Cover Sheet, the Effective Date shall be November 15, 2024.
 - b. In the first Paragraph, the Effective Date shall be November 15, 2024.
3. Effective Date. The effective date of this New Agreement shall be November 15 , 2024.
4. Payment of Option Extension Payments. Lessee shall make payments for the Option Payment under the New Agreement, totaling [REDACTED], to Lessor contemporaneously with the execution of this New Agreement.

5. Valid and Effective Except as otherwise expressly amended by this New Agreement, the terms of the Original Agreement are in full force and effect. Lessee and Lessor each confirm that their respective representations and warranties in the Original Agreement are true and correct as of the date of this New Agreement.

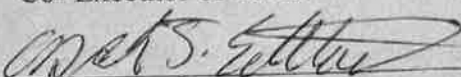
Emeren US, LLC
[f/k/a ReneSola Power Holdings, LLC,]
a Delaware limited liability company

By: 
Its: Executive Vice President

Estate of James Elliott

By: 
Wendell Elliott

Its: Co- Executor of Estate

By: 
Austin Elliott

Its: Co- Executor of Estate

EXHIBIT A

[Attach Original Agreement]

COVER SHEET

OPTION AND LEASE AGREEMENT

| | | |
|---|---|---|
| Effective Date | | |
| Lease Commencement Date ¹ | | |
| Lessor | James H. Elliot 6536 HENDERBERG RD, ROME, NY 13440-1608 | |
| Lessee | ReneSola Power Holdings, LLC | |
| Property address | 5792 Old Oneida Rd, Rome NY 13440 | |
| Premises | Up to 30 acres in a location to be mutually approved by the parties, with agreed boundaries to be surveyed and marked by Lessee at its cost | |
| Initial Option Payment | [REDACTED] 2.2 - J.E. | |
| 1-Year Option Extension | [REDACTED] dollars at Lessee's sole discretion to be paid in two semi-annual installments of [REDACTED] 2.2 - J.E. | |
| Option Expiration | 1 years | |
| Rent | [REDACTED] per acre of the Site and the Setback Areas. On increased in an amount equal to one (1) percent annually for the first ten (10) years, one-and-a-half (1.5) percent annually Rent thereafter. | |
| Lease Term ² | 20 years with 3 extensions at 5 years per extension Twenty (20) years following the Commercial Operations Date (the "Initial Term"). Tenant shall have the option to extend the Initial Term for three (3) additional five (5) year periods. | |
| Expiration Date ³ | | |
| Extension Exercise Notice Deadline ⁴ | | |
| Addresses for Notices | <p>Lessee: ReneSola Power Holdings, LLC 850 Canal Street, Third Floor Stamford, CT 06902</p> <p>With a copy to</p> | <p>Lessor: James H. Elliot 6536 Henderberg Road Rome, NY 13440</p> <p>With a copy to:</p> |

¹ Parties agree to write in once Exercise Notice is delivered.

² Note: It is essential that the lease term is at least as long as the associated PPA.

³ Parties agree to write in once Exercise Notice is delivered.

⁴ Parties agree to write in once Extension Exercise Notice is delivered.

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("**Lease**") is dated as of June 2, 2022 (the "**Effective Date**"), and is entered into by and between JAMES H. ELLIOT ("**Lessor**") and RENESOLA POWER HOLDINGS, LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**" and together, the "**Parties**").

A. The real property owned by Lessor that is the subject of this Lease including access rights and Easements ("**Premises**") and the property on which the Premises is located, if larger, ("**Property**"), is more particularly described in the attached Exhibit A.

B. Lessee desires to obtain the exclusive right to occupy the Premises and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. Definitions. Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.

2. Option to Lease the Premises.

(a) Grant of Option. In consideration of receipt of the Initial Option Payment and subsequent annual Option Payments, Lessor hereby grants to Lessee the exclusive option to Lease the Premises on the terms and conditions set forth in this Lease (the "**Option**").

(b) Option Payment. The Initial Option Payment of Two Thousand five hundred dollars (\$2,500) shall be paid by Lessee to Lessor within thirty (30) Business Days of Lessee receiving a positive determination on a "Capacity Screening" that Lessee will submit to the Local Electric Utility for processing within fifteen (15) days of the Effective Date of this Lease. If Lessee receives a negative determination on the "Capacity Screening" from the Local Electric Utility, Lessee will notify Lessor that the System cannot be connected to the grid and the Option shall be terminated. The subsequent Option Payments of [REDACTED] shall be made on a semi-annual basis throughout the term of the Option, paid within fifteen (15) Business Days of each six (6) month anniversary of the Effective Date. If the Option is exercised by Lessee prior to the expiration of the Option Term, the Option Payment will be pro-rated on a daily basis and any portion thereof applicable to the remaining Option Term shall be credited to the first Rent payment.

(c) Time and Manner of Exercise of the Option. The Option shall be for an initial term of two (2) years from the Effective Date (as it may be extended, the "**Option Term**"). The Option Term may be extended by Lessee in its sole discretion for up to one (1) additional and successive period of one (1) year. Any such extension shall be exercised by Lessee upon written notice to Lessor at any time prior to the end of the initial Option Term. The Option Extension Payment of [REDACTED] dollars shall be paid by Lessee to Lessor in two semi-annual [REDACTED] dollar installments. The first installment of the Option Extension Payment shall be paid within fifteen (15) Business Days before the Expiration Date of the initial term.

(d) Lessor Cooperation. Lessor shall cooperate with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (collectively, "**Governmental**"),

Approvals”) and (iii) the securing by Lessee at Lessee’s expense of all other leases, rights of way, agreements, licenses and Permits or authorizations that relate to other Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises, at Lessee’s expense. In the event that a utility company requires an easement in connection with Lessee’s use of the Premises, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form. For the avoidance of doubt, Lessor shall not be responsible for any expenses associated with the activities mentioned in this Section 2(d). If there are any such expenses, they will be borne by Lessee.

(e) Termination of the Option. Notwithstanding anything to the contrary herein, Lessee may terminate the Option immediately upon notice to Lessor without penalty or further liability at any time after the Effective Date: (i) if Lessee determines that the System cannot be installed and operated according to the investment criteria of Lessee’s debt or equity financing sources and the provisions of the applicable power purchase agreement and interconnection agreement, (ii) if Lessee receives unacceptable Test results, or (iii) if Lessee does not obtain, maintain or otherwise forfeits or cancels any necessary license, permit or Governmental Approval. All Option payments paid to Lessor as set forth in Section 2(b) above are non-refundable.

3. Exercise of Option; Leased Premises and Related Rights.

(a) In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the “*Exercise Notice*”), accompanied by the first quarterly Rent payment, prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the “*Lease Commencement Date*”). Subject to receipt of the Exercise Notice and first quarterly Rent payment, Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Lease for a period co-terminus with the Lease, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities and related rights to the Premises and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the “*Easements*”). The Easements are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessor shall execute and have notarized a commercially reasonable recordable document to memorialize the Easement, which Lessee may record in the office where real estate records are customarily filed in the jurisdiction of the Premises.

In the event Lessee must use a portion of the Property that is not part of the Premises for storage or implementation of utilities on a temporary basis during construction of the System, Lessee shall only do so if mutually agreed by both Parties and Lessee shall compensate Lessor for the acreage used in excess of the Premises at the per acre rate on a pro rata basis for as long as the excess acreage is being used by Lessee.

(b) Lessee shall have the right to install utilities, at Lessee’s expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators).

4. Rents. Lessee shall pay the first year Rent in the amount of [REDACTED] per acre, escalating at [REDACTED] per annum for the first 10 years, [REDACTED] per annum for the subsequent ten years, and [REDACTED] per annum thereafter, to Lessor for rental of the Premises (“*Rent*”) in equal quarterly installments, in advance, commencing on the Lease Commencement Date and on the first (1st) day of each calendar quarter thereafter during the Lease Term. If the Lease Commencement Date occurs on a date other than the first (1st) day of a calendar quarter, or if the last day of the Lease Term occurs on a day other than the last day of a calendar quarter, then the quarterly installment of Rent for such calendar quarters(s) shall be prorated on a per diem basis based on the number of days in such calendar quarters(s). Lessor, its successors, assigns and/or designee, if any, shall submit to Lessee any documents required by Lessee in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

5. **Term and Termination; Removal.**

(a) The Lease Term shall be Twenty (20) years, and commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended pursuant to the terms of Section 6.

(b) Notwithstanding anything to the contrary herein, Lessee may terminate this Lease immediately upon notice to Lessor without penalty or further liability: (i) within one hundred twenty (120) days following the Lease Commencement Date if Lessee determines, in its sole and absolute judgment, that the System cannot be installed and operated according to the investment criteria of Lessee's debt or equity financing sources and the provisions of the applicable power purchase agreement and interconnection agreement, (ii) if Lessee receives, in its sole and absolute judgment, unacceptable Test results, or (iii) if Lessee does not obtain, maintain or otherwise forfeits or cancels any necessary license, permit or Governmental Approval. In addition to the foregoing and any other right or option of Lessee to terminate this Lease set forth in this Lease or available at law, Lessee may terminate this Lease for any reason by giving Lessor not less than 180 days' prior notice of such termination. If Lessee gives such notice to Lessor, then the Lease Term shall end on the date set forth in such notice.

(c) If this Lease expires or is terminated by Lessee in accordance with Section 5(b), Lessee shall complete the removal of the System and repair of any damage caused to the Premises by the installation or removal of the System on or before the Removal and Restoration Date. The removal and restoration shall be at Lessee's sole expense. In connection with such removal and restoration, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with access to the Premises until the Removal and Restoration Date.

(d) **Removal of System at Expiration/Termination.** In the event Lessee fails to complete the removal of the System and restoration of the Premises by the Removal and Restoration Date, Lessor may provide notice to Lessee stating that Lessee has failed to remove the System (the "***Abandonment Notice***"). If Lessee fails to remove the System within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to cause the removal of the System by a qualified licensed contractor and complete restoration of the Premises, at Lessee's cost and expense. In the event Lessee is not required to post a Decommissioning Bond for the System by the County as a part of its approval process, fifteen (15) days prior to the start of construction, Lessee shall obtain a Decommissioning Bond in the amount of [REDACTED] with respect to its obligations as set forth in Section 5 of this Lease. Such decommissioning bond shall remain in full force and effect for the life of the System and for a period of six (6) months after the termination of the Lease.

(e) Lessee's obligation to pay Rent shall not terminate until the removal of the System has been completed and such Rent obligations shall be calculated on a pro rata basis determined by how many days were required to complete the removal.

6. **Extension Option.** Lessee shall have the option to extend the Lease Term for one (1) additional year (an "***Extension Option***") beginning on the day following the expiration of the then-current Term (each, an "***Extension Term***"), by giving notice (the "***Extension Exercise Notice***") to Lessor not less than ninety (90) days prior to the Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee. The Rent during the Extension Term shall be the continuation of the Rent during the Lease Term, unless the Parties have agreed to separate Extension Term Rent provisions as outlined in the Cover Sheet and this Section.

7. **System Construction; Lessor Acknowledgment.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. Throughout the Lease Term, Lessee shall have the right to clean, repair, replace and dispose of part or all of the System as Lessee in its sole discretion determines to be necessary. Lessor acknowledges and understands that the System shall consist of a solar

photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvement reasonably necessary for the construction, operation, monitoring and maintenance of the system. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System.

8. **Access to, and Improvements on, Premises.**

(a) Commencing on the Effective Date and throughout the Option Term and Lease Term, Lessee shall have the exclusive right during the Option Term to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys, investigations, and design ("**Tests**"), and after Exercising the Option pursuant to Section 3 shall have the exclusive right to, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises. If the performance of any Tests results in crop damage, Lessee shall reimburse Lessor at the rate of [REDACTED] per acre of damaged crops. Lessee shall use space within the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction laydown, as further described on Exhibit B. If Lessee desires to have access to additional space for these construction related requirements, beyond the boundaries of the Premises, Lessee may request such space from Lessor. Lessee shall make additional temporary space available, so long as (i) there is available space and the use of the temporary space would not unduly burden Lessor or Lessor's Property, and (ii) Lessee leases the space at the initial Rent rate per excess acre used prorated for the amount of time the excess space is in use by Lessee. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

(b) Lessee and Lessee Parties shall at all times conduct themselves in a professional manner at the Premises and shall observe the reasonable requests of Lessor. Lessee shall use reasonable care in entering and exiting the Premises, and in its storage of equipment and materials at the Premises or Property.

(c) If Lessee does not exercise the Option within the Option Term, Lessee shall, at Lessee's sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of Tests, and shall have no other rights in and to the Premises or Property.

(d) In connection with System installation, Lessee shall be permitted to excavate, remove and export material, grade, level, and fill the land, remove trees and shrubs, lay gravel, concrete and/or asphalt, install foundations, roadways and walkways and install utilities.

(e) In connection with System installation, Lessee shall seek to minimize disturbance to topsoil when practical. Lessee shall not remove topsoil from the Property. Lessee will communicate with Lessor regarding any redistribution of topsoil if Lessee deems redistribution of topsoil to be necessary to complete the System.

9. **Statutory and Regulatory Compliance.** Lessee, Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

10. **Lessee's Ownership of System and Output.** The System is personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the System at all times and Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the System as a fixture of the Property or Premises, Lessor shall provide a disclaimer or release from such lien holder. Lessor, as the fee owner of the Property, consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the System as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the System and owner of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the System will be connected to the distribution grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attribute or Incentive relating to the System or the electricity generated by the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

11. **Representation and Warranties of the Parties as to Authorization and Enforceability**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

12. **Representations, Warranties and Covenants of the Lessor**

(a) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has a lawful fee simple interest in title to the Property, including the Premises, and that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property unless Lessor shall have given Lessee at least thirty (30) days' prior notice thereof, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Lease and the Easements granted in this Lease shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without

limitation, an acknowledgement by the transferee that it has no interest in the System, or any work related to such System, and shall not gain any interest in the System by virtue of the Lessor's transfer.

(b) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. Lessor shall provide reasonable assistance to Lessee to limit access to the Premises, which may include signing documents required by Lessee to limit access to the Premises, providing notice of any potential developments in the adjacent area known to the Lessor, or the installation of a fence on the Property in the event Lessee's fence around the Premises is insufficient to protect the System. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's (or Lessor's Affiliate's) negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(c) Non-Disturbance Agreements. Lessor shall obtain a non-disturbance agreement ("NDA") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises, the System and any Easement Areas under this Lease and any Easement; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Lease or any Easement; (iii) acknowledge that the third party's interest in the Premises and/or any Easement Areas (if any) is subject and subordinate to Lessee's interest under this Lease in and to the Premises and the Easement Areas; (iv) waives any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee's possession, use or occupancy of the Premises or any Easement Area or the conduct of its business thereon.

(d) Insolation. Lessor acknowledges and agrees that access to sunlight ("insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with insolation on and at the Premises within their control. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that could adversely affect insolation levels, permit the growth of foliage that could adversely affect insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of insolation at the Premises as they existed as of the Lease Commencement Date. Such measures may include, but not be limited to, obtaining a solar access easement. In case such measures are required, Lessee shall assume any related financial costs incurred as a result of this Section. In the event any such obstruction occurs and is not promptly removed, Lessee shall have the right to terminate this Lease without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 12(d), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 12(d). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the insolation to the Premises.

(e) Hazardous Substances. Lessor represents and warrants that to its knowledge there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that Lessor is not aware of any site conditions that Lessor believes would materially hinder, impede, or prevent development of the Premises (whether due to cost or otherwise).

(g) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(h) Liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the System or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the System and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's attorneys' fees and court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(i) Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in the System to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises; (ii) there is no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Lease. Further, Lessor agrees to execute, acknowledge and deliver, and agrees to cause any and all of Lessor's lenders to execute, acknowledge and deliver, such commercially reasonable subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Lessee or the Financing Parties may reasonably request. Lessor further agrees to modify the terms of this Lease as may be reasonably requested by such Financing Parties. Lessor agrees that if requested by Lessee, Lessor will furnish the Financing Parties with a counterpart of each notice or other document delivered by Lessor to Lessee in connection with this Lease.

(j) Utilities. At Lessee's request, Lessor shall grant Lessee the right to have electric current and water provided to the perimeter of the Premises at Lessee's sole expense, including any separate meters that shall be installed for any such utilities. Lessee shall be responsible for all utility expenses.

13. Representations, Warranties and Covenants of Lessee.

(a) Regulatory Status. Lessee represents and warrants that it is not an electric public utility, investor-owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under the laws of the State of New York.

(b) Liens. Except for the Financing Party's Security Interest in or ownership of Lessee's interest in this Lease, Lessee's personal property or the System, Lessee shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Premises and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Premises within one hundred and eighty (180) days, to the extent that such encumbrance or interest arises from or is related to Lessee's performance or non-performance of its obligations hereunder.

(c) Crops. Lessee shall notify Lessor prior to March 1st of each calendar year during the Option Period with respect to whether it intends to construct the System during that particular calendar year. If the proposed construction schedule during such calendar year would prevent Lessor from benefiting from the

entire agricultural season, Lessee agrees to pay Lessor crop rent equal to [REDACTED] dollars per farmed acre per year for any land within the Premises that would have been farmed if not for the commencement of construction. Such crop rent will change to the Lease Term Rent upon the Lease Commencement Date as identified in Section 3(a), prorated based on the number of months remaining in the calendar year. In the event, Lessee does not provide a proposed construction schedule that would impact the agricultural season, Lessor retains the right to use the Premises and Property for conventional uses customary to the Premises, such as farming. However, if due to unforeseen circumstances, Lessee's proposed construction schedule changes Lessee retains the right to remove any crops currently planted on the Premises in the event it executes the Option pursuant to Section 3. Under these circumstances, Lessee will pay for the removal of the crops and compensate Lessor at a rate of [REDACTED] dollars per farmed acre, if the crops are unable to be harvested for sale at the time the Option is exercised. For the avoidance of doubt, this Section shall be construed as a reservation of the Lessor's right to continue to farm the Premises, directly or through an Affiliate, during the Option Term subject to this Section 13(c).

14. **Hazardous Substances; Environmental Representations.**

(a) Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this Section 14(i) specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Each Party shall be responsible for, and shall promptly, jointly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance, that have occurred or which may occur on the Property or Premises, and each Party shall be financially responsible for its comparative fault in causing said spill or other release of any Hazardous Substance. In furtherance of the foregoing, each Party shall indemnify, defend and hold harmless the other Party (and in the case of Lessee, all of the Lessee Parties and the Financing Parties) from and against any and all damages, costs, expenses, assessments, penalties, fines, losses, judgments, additional costs incurred by the other Party (and in the case of Lessee to install or operate the System (or to otherwise use, occupy and/or operate the Premises for any of the Permitted Uses)) and reasonable attorney fees, arising out of or relating to Pre-Existing Environmental Conditions to the extent of each Party's comparative fault. Each Party agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Either Party. This Section 14 shall survive the termination or expiration of this Lease.

(b) Lessor represents, warrants and covenants to its knowledge that (i) Lessor and the Property (including the Premises) are, and during the past ten (10) years have been, in material compliance with Environmental Laws applicable to the Property; (ii) except with respect to matters that have been settled or resolved with no ongoing liabilities or obligations, Lessor has not received notice of (and has no knowledge of) any notice of any proceeding regarding any actual or alleged violation of, or liability under, Environmental Laws, or any investigatory, remedial or corrective obligations under Environmental Laws, in each case with respect to the Property, nor is any such proceeding threatened to Lessor's best knowledge; (iii) Lessor has not caused the release of Hazardous Substances at, on, about, under or from any of the Property which would reasonably be expected to give rise to any liability under Environmental Laws; and (iv) there are no events, and there have been no events: (x) that would prevent continued compliance by Lessor with Environmental Laws and the requirements of any Permits applicable to it or to Lessee, or (y) that would result in the liability of Lessor or Lessee under any applicable Environmental Laws.

(c) Lessor represents, warrants and covenants to its knowledge that within the Premises there are no buried pipelines, electric lines, communication lines, or drainage tile lines owned or controlled by any private or public entity except Lessor.

15. **Maintenance.** Throughout the Lease Term, any Extension Term and through the Removal and Restoration Date, Lessee shall have the right: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole discretion determines to be necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence.

16. **Insurance.**

(a) **Generally.** At all times during the Lease Term, the following insurance shall be obtained and maintained in force by Lessee or Lessee's Affiliates (if applicable): (i) Commercial General Liability insurance including, but not limited to, coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, property damage and bodily injury, providing for minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (ii) Workers' Compensation insurance as required by state and federal laws, in all cases either through insurance policies or self-insured programs reasonably acceptable to Lessee. Each Party, upon request, but not more than once in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards to the extent covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

(c) **System Loss.** In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, the Lease will terminate automatically effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee any prepaid but unearned rent. In the event of such termination, Lessee shall remove and restore in accordance with Section 5(c).

17. **Taxes.** Lessee shall pay any increase in real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority which are directly attributable to Lessee's occupancy and use of the Premises (or any portion or component thereof, including, but not limited to the System) and ownership of the System. Lessor shall pay, when due, all (i) real and personal property taxes relating to the Property which are not the responsibility of Lessee hereunder, (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Premises by Lessor or the owner of any interest therein, and (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, other than those expressly assumed by Lessee hereunder. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Lease, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment,

whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 17.

18. **Liability and Indemnity.**

(a) **Indemnification.** Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a breach of any obligation of the indemnitor under this Lease, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

(b) **Pre-Existing Violations.** Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any pre-existing violations of Applicable Laws by any party other than Lessee.

(c) **Survival.** This Section 18 shall survive the termination of this Lease.

19. **Casualty.** In the event the System, the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Lease without penalty or further liability upon notice to Lessor effective as of the date of such damage or destruction. In the event of such termination, Lessee shall remove and restore in accordance with Section 5(c). If Lessee does not elect to terminate this Lease, Lessee shall have the sole responsibility for restoration of the Premises and System.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Lease immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment**

Lessee shall have the right to assign any of its rights, duties or obligations under this Lease without the prior consent of Lessor. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment. Lessee shall cooperate in signing an estoppel if requested by Lessor in connection with an assignment of this Lease.

22. **Defaults and Remedies.**

(a) **Default.** A Party shall be in default (the "***Defaulting Party***") if it fails to perform any covenant or obligations hereunder or commits a material breach of this Lease (each an "***Event of Default***") and fails to cure such Event of Default within twenty (20) Business Days after receiving notice from the other Party (the "***Non-Defaulting Party***") regarding the failure to perform such covenant or obligation set forth in this Lease or the material breach, stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "***Notice of Default***"); provided, however, that if the nature or extent of the obligation or

obligations is such that more than twenty (20) Business Days are required to complete the cure, despite the exercise of commercially reasonable diligence, then the Defaulting Party shall not be in default if it commences such performance within such twenty (20) Business Day period and thereafter pursues the same to completion with commercially reasonable diligence.

(b) **Bankruptcy.** It shall also be an Event of Default by either Party if such Party becomes subject to a Bankruptcy Event.

(c) **Remedies.** If the Event of Default is not cured within the cure period provided for in this Lease, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate the Lease upon notice to the Defaulting Party without penalty or further liability, all of which remedies shall be cumulative.

23. **Notices.** All Notices under this Lease shall be made in writing to the Addresses and Persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this Section 23 shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **No Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

27. **Choice of Law.** This Lease shall be construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

28. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

29. **Counterparts.** This Lease may be executed in any number of counterparts, which shall together constitute one and the same agreement. Lessor and Lessee (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

30. **Entire Lease.** This Lease, including the Cover Sheet and all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in

executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document. The Cover Sheet and all of the Exhibits attached to this Lease are incorporated in and made a part of this Lease, but in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Cover Sheet and Exhibits hereto, the terms and provisions of this Lease shall control.

31. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 31.

32. **Dispute Resolution.** Any dispute arising from or relating to this Lease shall be arbitrated in New York. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Lease shall be entitled to reasonable attorneys' fees and costs.

33. **Force Majeure.**

Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided, that: (i) the Party affected by such Force Majeure Event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure Event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the Force Majeure Event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure Event; and (iii) the Party affected by such Force Majeure Event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Lease Term shall be extended day for day for each day performance is suspended due to a Force Majeure Event. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Lease upon sixty (60) days' prior notice to the other Party without penalty or further liability. If at the end of such sixty (60) day period, such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Lease shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Lease pursuant to the terms hereof). If, at the end of such sixty (60) day period such Force Majeure Event is no longer continuing, the Lease shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

34. **Confidentiality.** Lessor and Lessee each agree to use commercially reasonable efforts to keep confidential, and not publicly disclose, the terms of this Lease and any information provided by Lessor to Lessee or by Lessee to Lessor in relation to the transaction contemplated hereby; provided, however, that either Party may disclose the existence and terms of this Lease to: (a) its consultants, agents, architects, independent contractors, or attorneys in connection with the execution of this Lease and the transactions contemplated herein, (b) any bona fide potential purchaser, assignee, subtenant or lender of the Property, the Premises, this Lease or the System who agrees to keep such information confidential, (c) to any Person that has a *bona fide* business necessity for such disclosure (e.g. in connection with the preparation of tax returns, in response to an acquirer's due diligence inquiries, in response to request for an estoppel certificate or similar instrument, etc.)

who agrees to keep such information confidential, (d) any third party to whom both Parties hereto have given their prior written consent for such a disclosure, or (e) Governmental Authorities (including administrative, regulatory or judicial authorities) in the investigation of the compliance of the Premises and/or the System with applicable legal requirements; and provided, further, that the non-disclosure obligations contained in this Section shall not apply to any such information that (i) is or becomes generally available to the public other than as a result of a disclosure by Lessee or Lessor, or their employees, agents or representatives, or (ii) Lessor or Lessee is compelled to disclose pursuant to any judicial, statutory or regulatory authority. The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Lease.

35. **Notice of Lease.** To the extent Lessee requests, Lessor and Lessee shall promptly execute, acknowledge and deliver to the other (a) a memorandum of the Option component of this Lease and (b) upon the exercise of the Option, a memorandum of the lease component of this Lease, both in form suitable for recording and otherwise in form and content reasonably satisfactory to Lessee, together with such instruments as are then required for the recording of such memorandum(a), either in form and content as set forth in **Exhibits E-1 and E-2**, respectively, or, at Lessee's option in such other form and content as is reasonably satisfactory to Lessee. Lessee may record either or both of such memorandum (or memoranda), and have same returned to Lessee or Lessee's attorney. In the event this Lease is hereafter from time to time amended, modified or supplemented, then, at Lessee's request, Lessor and Lessee simultaneously shall execute, acknowledge and deliver to the other a memorandum of such amendment to the Option or the lease component of this Lease, as the case may be, together with such instruments as are then required for the recording of such memorandum, and Lessee may thereupon record such memorandum, and have same returned to Lessee or Lessee's attorney. Lessor agrees to execute and deliver any other documents as may be reasonably necessary to record any of the foregoing. Lessee shall pay any and all recording fees and costs associated with the recording of a memorandum of the Option or of the lease component of this Lease or of any amendment to this Lease. Lessee shall also pay up to one thousand dollars (\$1,000) for reasonable legal fees incurred by Lessor for the review of each Amendment, if any, sought by Lessee.

1. **No Brokers.** Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

2. **No Partnership.** This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

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IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year set forth above as the Effective Date, set forth on the Cover Sheet.

LESSOR(s): James Elliot

Signature: _____

Date: _____

Signature: _____

Date: _____

LESSEE: RENESOLA POWER HOLDINGS, LLC

By: _____

Name: John Ewen

Title: 05/17/2023

i)

EXHIBIT A
DESCRIPTION OF PROPERTY AND PREMISES

Legal description of the Property and Premises
including a parcel map and/or an abstract of survey, if available.

The Property on which the Premises will be located is described as follows:

County: Onieda, State of New York , Tax ID: 272-000-0002-036-000-0000

EXHIBIT B
SYSTEM SPECIFICATIONS AND SITE PLAN

[Insert drawing showing the proposed general arrangement of the System on the Premises to be provided prior to the exercise of the option by Lessee]

EXHIBIT C

DEFINITIONS

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Bankruptcy Event” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (G) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“Capacity Screening” means a study ordered by Lessee with Xcel Energy to determine the available capacity for the relevant substation of Xcel Energy to accept the power that will be generated by the proposed System. Xcel’s Capacity Screening guidelines state they shall respond to a Capacity Screening request within fifteen (15) to thirty (30) days.

“Effective Date” means the date both Parties have agreed the Agreement has taken effect, usually it will be the date both parties have signed the contract, but the Parties may agree to a separate date if desired.

“Environmental Attributes and Incentives” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“Environmental Claims” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses,

assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party's activities on the Property.

"Environmental Law" means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

"Expiration Date" has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Lease.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Lease Commencement Date and shall confirm any change in such contact information upon request of Lessor.

"Force Majeure Event" means, when used in connection with the performance of a Party's obligations under this Lease, any events or circumstances beyond the affected Party's reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party's performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party's failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

"Hazardous Substances" means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and

explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

"Lease Term" means the term of years that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.

"Lessee Party" or **"Lessee Parties"** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

"Lessor Parties" means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

"Local Electric Utility" means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee's System.

"Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Pre-Existing Environmental Conditions" means the any and all Hazardous Substances which are on the Premises as of the Effective Date.

"Removal and Restoration Date" means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Lease, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises and restore the Premises to its original condition, normal wear and tear excepted and provided that Lessee shall not be required to restore the Premises to its original grade.

"System" means the solar photovoltaic System installed and operating at the Premises, as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein, together with all electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters,

control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

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

6-Jun-25

| | |
|--|--|
| Name of Applicant: | <u>NY Rome Old Oneida Solar, LLC</u> |
| Description of Project: | <u>149 Water St, Suite 302, Norwalk CT</u> |
| | <u>4.20 MW AC Solar Facility</u> |
| Name of All Sublessees or Other Occupants of Facility: | <u>5792 Old Oneida Rd. Rome Outer District</u> |
| | _____ |
| | _____ |
| | _____ |
| Principals or Parent of Applicant: | <u>Applicant is a subsidiary of Emeren US, LLC, whose</u> |
| Products or Services of Applicant to be produced or carried out at facility: | <u>parent company, Emeren Group Ltd., is publicly traded on the NYSE</u> |
| | <u>Goodfinch will purchase and operate the facility</u> |
| Estimated Date of Completion of Project: | <u>Dec-25</u> |
| Type of Financing/ Structure: | _____ Tax-Exempt Financing |
| | _____ Taxable Financing |
| | <u>X</u> Sale/ Leaseback |
| | _____ Other |
| Type of Benefits being Sought by Applicant: | _____ Taxable Financing |
| | _____ Tax-Exempt Bonds |
| | _____ Sales Tax Exemption on Eligible Expenses Until Completion |
| | _____ Mortgage Recording Tax Abatement |
| | <u>X</u> Real Property Tax Abatement |

C

Project Costs

| | |
|--|---------------------|
| Land Acquisition | \$ - |
| Existing Building(s) ACQUISITION | \$ - |
| Existing Building(S) RENOVATION | \$ - |
| NEW Building(s) CONSTRUCTION | \$ - |
| Installation Costs | \$ 5,715,900 |
| Site Preparation/Parking Lot Construction | |
| Machinery & Equipment (other than furniture) | \$ 3,118,500 |
| Furniture & Fixtures | \$ - |
| Architectural & Engineering | \$ 120,000 |
| Legal Fees (applicant, IDA, bank, other counsel) | \$ 50,000 |
| Financial (all costs related to project financing) | |
| Permits | \$ 5,000 |
| Other | |
| Agency Fee | \$ 45,047 |
| TOTAL COST OF PROJECT | \$ 9,054,447 |

See appl.(decomm & Interconnect)

Assistance Provided by the Following:

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

Company Information

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

| |
|---|
| 0 |
| 0 |
| 0 |

Average Salary of these Positions

| | |
|----|---|
| \$ | - |
| \$ | - |
| \$ | - |

Earnings Information for Oneida County

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

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

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

Construction Person Years of Employment:

| |
|----|
| 29 |
|----|

Calculation of Benefits (3 Year Period)

| | | Total Earnings | Revenues |
|---|----------|-------------------|------------------|
| Direct Jobs | Created | \$ - | \$ - |
| | Existing | \$ - | \$ - |
| Indirect Jobs | Created | \$ - | \$ - |
| | Existing | 0 | 0 |
| Construction - only one year | | | |
| Person Years | | \$ 914,544 | \$ 38,868 |
| TOTALS Calculation of Benefits (3 Yr Period) | | \$ 914,544 | \$ 38,868 |

TAXABLE GOODS & SERVICES

| | | Spending Rate | Expenditures | State & Local Sales Tax Revenues |
|---|--------------|---------------|-------------------|-------------------------------------|
| Direct Jobs | Created | 36% | \$ - | \$ - |
| | Existing | 0.36 | \$ - | \$ - |
| | | | | |
| Indirect Jobs | Created | 0.36 | \$ - | \$ - |
| | Existing | 0.36 | \$ - | \$ - |
| | | | | |
| Construction - only one year | Person Years | 0.36 | \$ 329,236 | \$ 32,100 |
| | | | | |
| TOTAL TAXABLE GOODS & SERVICES | | | \$ 329,236 | \$ 32,100 |

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: | \$ 35.623048 |
| Tax Rate for Municipality where facility is located: INCL JOINT FIRE | \$ 13.524041 |
| Tax Rate for County: | \$ 10.069998 |
| Total Rate: | 59.2170867 |

| Municipality | |
|-------------------|-------|
| VernonVeronaSherr | 24-25 |
| Rome Outer Dist. | 25 |
| Oneida | 25 |

Real Property Taxes Paid: \$ -

COSTS: IDA BENEFITS

0

| | |
|---|--------------|
| Real Property Taxes Abatement | \$ 2,481,351 |
| Mortgage Tax Abated (.75%) | \$ - |
| Estimated Sales Tax Abated During Construction Period (8.75%) | \$ - |
| Total: | \$ 2,481,351 |

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

**Inducement Resolution
NY Rome Old Oneida Solar, LLC Facility**

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

WHEREAS, NY Rome Old Oneida Solar, LLC, on behalf of itself and/or the principals of NY Rome Old Oneida Solar, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 4.2 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating, safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 20± acre portion of a 144± acre parcel of land located at 5792 Old Oneida Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, the Land is leased by James H. Elliot (the "Owner") to the Company pursuant to an Option and Lease Agreement dated June 2, 2022 (the "Ground Lease"); and

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

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility, to promote the development of renewable energy projects to support New York State's renewable energy goals as may be established or amended from time to time, and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

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

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

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the Project in the form of provision for a fixed payment in lieu of taxes (the "PILOT Payments") to be made by the Company to the Agency for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$10,000 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which will be allocated among the affected tax jurisdictions in the same proportion that taxes would have been paid but for the Agency's involvement (the "Financial Assistance"), which Financial Assistance is consistent with the Solar UTEP, and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, based upon representations made by the Company in its Application for Financial Assistance dated June __, 2025 (the "Application") the value of the Financial Assistance is described as follows:

- Real property tax abatement \$2,481,351.00 (approximately)
- Mortgage recording tax exemption Not requested

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

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

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

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

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

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

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

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

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

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

Facility, as reflected in the Application and as amended from time to time prior to the closing of the lease-leaseback transaction.

- (c) Based upon representations made by the Company in the Application, the Agency determines that the Project is eligible for Financial Assistance under the criteria described in the Solar UTEP.

Section 2.

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

Section 3.

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

Section 4.

The Agency is hereby authorized and directed to schedule the Hearing, so that the Agency may receive comments from all

interested parties on the financial assistance contemplated by the Agency and the Financial Assistance requested by the Company.

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

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

Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. This resolution shall take effect immediately.

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

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

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

Such resolution was passed at a meeting of the Agency duly convened on June 20, 2025 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:

EDGE Staff Present:

Other Attendees:

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

and, therefore, the resolution was declared duly adopted.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2025.

Shawna Papale, Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on July __, 2025, at _____ a.m., local time, at 584 Phoenix Drive, City of Rome, Oneida County, New York in connection with the following matters:

NY Rome Old Oneida Solar, LLC, on behalf of itself and/or the principals of NY Rome Old Oneida Solar, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 4.2 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating, safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 20± acre portion of a 144± acre parcel of land located at 5792 Old Oneida Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company. James H. Elliot (the "Owner") owns the Land and leases it to the Company, and the Company will lease the Facility to the Agency.

The Agency contemplates providing financial assistance to the Company in the form of reduction of real property taxes for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$10,000.00 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through year 25, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy (Community Solar Policy), to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

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

Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: June __, 2025

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

DRAFT

EXHIBIT B

MINUTES OF PUBLIC HEARING CONDUCTED ON JULY __, 2025

Oneida County Industrial Development Agency
Lease-Leaseback Transaction
NY Rome Old Oneida Solar, LLC Facility

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

NY Rome Old Oneida Solar, LLC, on behalf of itself and/or the principals of NY Rome Old Oneida Solar, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of an approximately 4.2 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating, safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 20± acre portion of a 144± acre parcel of land located at 5792 Old Oneida Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company. James H. Elliot (the "Owner") owns the Land and leases it to the Company, and the Company will lease the Facility to the Agency.

The Agency contemplates providing financial assistance to the Company in the form of reduction of real property taxes for a period of twenty-five years, during which time the Company shall make PILOT Payments equal to \$10,000.00 per MW-AC of nameplate capacity with an annual increase of two percent (2%) applied during year 2 through

year 25, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy (Community Solar Policy), to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

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

Mark Kaucher

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

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

That I have compared the foregoing copy of the minutes of public hearing held by the Oneida County Industrial Development Agency (the "Agency") on July __, 2025 at _____ a.m. local time, at 584 Phoenix Drive, City of Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2025.

Secretary

**Final Authorizing Resolution
Chobani, LLC Facility**

Transcript Document No. []

Date: June 20, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of June, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

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

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE PILOT ALLOCATION AGREEMENT, THE PILOT MORTGAGE, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE RECAPTURE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE CHOBANI, LLC FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

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

WHEREAS, Chobani, LLC (the "Company") has requested that the Agency provide certain financial assistance, consisting of exemptions from real property taxes and sales taxes (the "Financial Assistance") for a two-phase project, the first phase of which consists of the construction of a 1,418,000± square foot food processing building, which includes a 15,600± square foot wastewater treatment plant, a 68,000± square foot blow molding building, a 117,000± square foot wet receiving and physical plant, together with parking, landscaping and buffering to support the same (collectively, the "Improvements"); situated on a portion of two parcels of land situate at Perimeter Road and Perimeter Road West totaling 146± acres in the aggregate, located at the Griffiss International Airport, City of Rome, Oneida County, New York (the "Land"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for manufacturing dairy products and expanding the Company's presence in New York State (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the construction and equipping of the Facility by the Company is referred to collectively as the "Project"); and

WHEREAS, the County of Oneida (the "County") owns the Land and will lease the Land to the Company pursuant to a Lease Agreement (the "Ground Lease"); and

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

WHEREAS, the Agency by resolution duly adopted on May 23, 2025 (the "Inducement Resolution") decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Lease Agreement and Leaseback Agreement; and

WHEREAS, the Agency conducted a public hearing on June 18, 2025 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

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

- Sales and use tax exemption not to exceed \$51,625,000
- Exemptions from real property taxes valued at approximately \$385,754,962

WHEREAS, the County has agreed to undertake certain significant site work and investments in support of the Project (the “County Investment”); and

WHEREAS, to offset the costs of the County Investment, PILOT Payments will be allocated among the County, the City of Rome and the Rome City School District (collectively, the “Affected Tax Jurisdictions”) pursuant to the terms of an Agreement Allocating PILOT Payments among the Agency, the Company and the Affected Tax Jurisdictions (the “PILOT Allocation Agreement”); and

WHEREAS, the Financial Assistance represents a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”) and the reasons that the Agency is deviating from its Policy are contained in the Inducement Resolution, which was provided to all affected taxing jurisdictions; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The acquisition, construction and equipping of the Facility and the Agency’s Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

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

(f) The SEQRA findings adopted by the Agency on May 23, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

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

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

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

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

(k) The PILOT Allocation Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency, the Company and the Affected Tax Jurisdictions set forth the allocation of the PILOT Payments among the Affected Tax Jurisdictions; and

(l) The PILOT Mortgage and Security Agreement (the "PILOT Mortgage") from the the County, the Company and the Agency to the Agency for the benefit of the Affected Tax Jurisdictions, will be an effective instrument whereby the County, the Agency and the Company grant the Agency a mortgage in its respective interests in the Facility to secure PILOT Payments for the benefit of the Affected Tax Jurisdictions; and

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

(n) The Job Creation and Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the

Company agrees that the Financial Assistance is conditioned upon the Company creating and maintaining certain employment levels as a result of the Project.

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

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

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

Section 5.

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

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

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

Section 7. This resolution shall take effect immediately.

DRAFT

**Final Authorizing Resolution
126 Business Park Holdings LLC
Facility**

Transcript Document No. []

Date: June 20, 2025

At a meeting of the Oneida County Industrial Development Agency (the “Agency”) held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of June, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to 126 Business Park Holdings LLC.

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE RECAPTURE AGREEMENT, THE LOAN DOCUMENTS AND RELATED DOCUMENTS WITH RESPECT TO THE 126 BUSINESS PARK HOLDINGS LLC FACILITY LOCATED IN THE CITY OF UTICA, ONEIDA COUNTY.

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

WHEREAS, 126 Business Park Holdings LLC, on behalf of itself and/or the principals of 126 Business Park Holdings LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of acquisition and renovation of three (3) interconnected buildings totaling approximately 40,000 square feet (the "Improvements") situated on a 4± acre parcel of land located at 126 Business Park Drive, City of Utica, Oneida County, New York (the "Land"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of retaining employment in Oneida County by providing desirable space to two tenants that provide back office operations (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to collectively as the "Project"); and

WHEREAS, the Company will lease the Facility to the Agency pursuant to a Lease Agreement (the "Lease Agreement"); and

WHEREAS, the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

WHEREAS, the Company will further sublease a portion of the Facility to Tidal Basin (the "TB Sublessee") for its operation pursuant to a Sublease Agreement (the "TB Sublease Agreement"); and

WHEREAS, the Company will further sublease a portion of the Facility to Benefit Plans Administrators (the "BPA Sublessee") for its operation pursuant to a Sublease Agreement (the "BPA Sublease Agreement"); and

WHEREAS, the Company intends to finance a portion of the costs of the Facility by securing from one or more lenders to be identified one or more loans in the estimated principal aggregate sum of \$4,550,000.00, to be secured by one or more

mortgages and other instruments said lender or lenders may require (collectively, the “Loan Documents”); and

WHEREAS, the Agency by resolution duly adopted on May 23, 2025 (the “Inducement Resolution”) decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Lease Agreement and Leaseback Agreement; and

WHEREAS, in the Inducement Resolution the Agency found that the Project is reasonably necessary to (a) discourage the Company and/or the BPA Sublessee from moving out of State and (b) preserve the Company’s and/or the BPA Sublessee’s competitive position in its industry and notified the affected tax jurisdictions that the Project involves the abandonment of the BPA Sublessee’s existing facility in the City of Utica; and

WHEREAS, the Agency conducted a public hearing on June 19, 2025 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

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

- Sales and use tax exemption not to exceed \$13,125
- Mortgage recording tax exemption not to exceed \$34,125
- Exemptions from real property taxes valued at approximately \$635,387

WHEREAS, the Financial Assistance represents is consistent with the Agency’s Uniform Tax Exemption Policy; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The acquisition, renovation and equipping of the Facility, the leasing of the Facility to the Company and the Agency’s Financial Assistance with respect thereto, will

promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The acquisition, renovation and equipping of the Facility and the Agency's Financial Assistance with respect thereto is reasonably necessary to induce the Company and/or the Sublessees to maintain and expand their respective business operations in the State of New York; and

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

(f) The SEQRA findings adopted by the Agency on May 23, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

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

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

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

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

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

(l) The Job Creation and Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon the Company creating and maintaining (or causing the Sublessees to create and maintain) certain employment levels as a result of the Project; and

(m) The Loan Documents will be effective instruments whereby the Agency and the Company grant a security interest in their respective interests in the Facility to one or more lenders.

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

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

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

Section 5.

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

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional

Authorized Representatives of the Agency (as defined in and pursuant to the Leaseback Agreement).

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

Section 7. This resolution shall take effect immediately.

**Final Authorizing Resolution
GLDC Building 240 Facility
PILOT Extension**

Transcript Document No. []

Date: June 20, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of June, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Griffiss Local Development Corporation (Building 240 Facility).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASEBACK AMENDMENT, THE FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, AND RELATED DOCUMENTS WITH RESPECT TO THE GRIFFISS LOCAL DEVELOPMENT CORPORATION (BUILDING 240) FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

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

WHEREAS, Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") previously requested the Oneida County Industrial Development Agency (the "Agency") provide financial assistance in connection with (1) the acquisition of parcels of land situated at the northwest corner of the Hill Road/Floyd Avenue intersection in the Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York measuring 25.452± acres in the aggregate (the "Land"); (2) acquisition of the existing buildings and/or improvements situated on the Land, including a ±117,323 square foot main building known as Building 240, a ±13,199 square foot support building known as Building 247 and a ±4,000 square foot support building known as Building 248 (collectively, the "Existing Improvements"); (3) the remediation, demolition and renovation of the Existing Improvements; (4) the construction of additions to the Existing Improvements and/or new buildings on the Land (the "New Improvements") (the Existing Improvements and the New Improvements, collectively, the "Improvements"); and (5) the acquisition and installation of equipment in the Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base, (collectively, the "Original Facility" and the acquisition, remediation, demolition, renovation and equipping of the Original Facility is the "Project"); and

WHEREAS, the Company was able to ready the Original Facility for future development by (a) demolishing former Air Force Building 240 and related former Air Force facilities located thereon and (b) otherwise making the Original Facility a developable site; and

WHEREAS, in August of 2017, the Company sold a 2.200± acre portion of the Original Facility to Stewart's Shops Corp. which then built, opened and is currently operating a Stewart's convenience store thereon, which property has been returned to the taxable roll; and

WHEREAS, the Company sold several parcels comprising the Original Facility totaling 12.627± acres in the aggregate to B240 LLC, which then built, opened and is currently operating four (4) multi-story, mixed-use buildings known as the Air City Lofts project, which properties are generating PILOT Payments; and

WHEREAS, as a result of the above transfers, the remaining interest in the Original Facility now consists of (a) a 2.641± acre parcel situate on Floyd Avenue known as New Lot 3A, (b) a 3.726± acre parcel situate on NYS Route 825 known as New Lot 4A and (c) a 4.168± acre strip of land known as Air City Boulevard and Hangar Road West (such remaining property referred to as the “Facility”); and

WHEREAS, the Company owns the Facility and leases it to the Agency pursuant to a Lease Agreement dated as of July 1, 2014, as amended (the “Lease Agreement”); and

WHEREAS, the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of July 1, 2014, as amended (the “Leaseback Agreement”); and

WHEREAS, the Facility is the subject of a Payment-In-Lieu-of-Tax Agreement between the Company and the Agency dated as of July 1, 2014 (the “PILOT Agreement”) that provides a full exemption from real property taxes during the time it is being remarketed and developed by the Company; and

WHEREAS, the terms of the Lease Agreement, the Leaseback Agreement and the PILOT Agreement (collectively, the “Agency Documents”) are scheduled to expire on June 30, 2025; and

WHEREAS, the Company submitted a letter to the Agency outlining its success in remarketing and developing the Original Facility and requesting an extension of the Agency Documents to allow the Company to continue to market and develop the Facility; and

WHEREAS, the Agency by resolution duly adopted on May 2, 2025 (the “Inducement Resolution”) decided to proceed under the provisions of the Act to extend the Agency Documents and directed that a public hearing be held and amend the Lease Agreement and Leaseback Agreement; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of extending the full exemption from real property taxes for a period of ten years (the “Financial Assistance”), the value of which proposed Financial Assistance is estimated to be \$0 (the Land has been tax exempt); and

WHEREAS, the Financial Assistance represents a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”) and the reasons that the Agency is deviating from its Policy are contained in the Inducement Resolution, a copy of which was provided to all affected tax jurisdictions; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The extension of the Agency Documents and the Agency's Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

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

(f) The SEQRA findings adopted by the Agency on May 2, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to extend the Agency Documents ; and

(h) The Amendment to Leaseback Agreement (the "Leaseback Amendment") will be an effective instrument whereby the Company and the Agency set forth the terms and conditions of the extension of the Agency's leasehold interest in the Facility; and

(i) The First Amended and Restated Payment-in-Lieu-of-Tax Agreement (the "First Amended PILOT Agreement") between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their

agreement regarding the extension of the Company's payments in lieu of real property taxes

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) maintain and extend its leasehold interest in the Facility pursuant to the Lease Agreement, (ii) lease the Facility back to the Company pursuant to the Leaseback Amendment, (iii) execute, deliver and perform the Leaseback Amendment, (v) execute, deliver and perform the First Amended PILOT Agreement, and (vi) deviate from its Policy and provide the Financial Assistance to the Company in continued support of the Project.

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

Section 4. The form and substance of the the Leaseback Amendment and the First Amended PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

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

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

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

proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

DRAFT

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/ Treasurer/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



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(315) 338-0393, fax (315) 338-5694

Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II

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

TO: OCIDA Board of Directors
FROM: Tim Fitzgerald
DATE: May 30, 2025
RE: GLDC Building 240 Facility Public Hearing Minutes

584 Phoenix Drive, Rome

Representing the Agency: Tim Fitzgerald

Attendance: None

Public hearing opened at 9:00 AM.

Reading of the public hearing notice was waived. There were no comments.

Public Hearing was closed at 9:15 AM

**Final Authorizing Resolution
GLDC Building 796/798 Facility
PILOT Extension**

Transcript Document No. []

Date: June 20, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of June, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Griffiss Local Development Corporation (Building 796/798 Facility).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AMENDMENT, THE FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, AND RELATED DOCUMENTS WITH RESPECT TO THE GRIFFISS LOCAL DEVELOPMENT CORPORATION (BUILDING 796/798) FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

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

WHEREAS, Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") previously requested the Oneida County Industrial Development Agency (the "Agency") provide financial assistance in connection with renovations to a 46,792± gross square foot building known as Building 796/798 (which includes the construction of a 24,563± gross square foot addition thereto) (collectively, the "Improvements") situated on a 4.526± acre parcel of land located at 725 Daedalian Drive, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the renovation and equipping of the Facility is the "Project"); and

WHEREAS, the Agency owns the Facility and leases it to the Company pursuant to a Lease Agreement dated as of April 1, 2010 (the "Lease Agreement"); and

WHEREAS, the Company further subleases (a) to BAE Systems Technology Solutions and Services, Inc. ("BAE Technology") the first floor of Building 798 comprised of 12,114± square feet (the "BAE Technology Facility") pursuant to a Sublease Agreement dated June 15, 2010, as amended (collectively, the "BAE Technology Sublease"); and (b) to BAE Systems Information & Electronics Systems Integration, Inc. ("BAE Information") the second floor of Building 798 comprised of 12,518± square feet (the "BAE Information Facility" and together with the BAE Technology Facility, "Building 798") pursuant to a Sublease Agreement dated February 11, 2009, as amended (collectively, the "BAE Information Sublease"); and

WHEREAS, the Company further subleases a 4,623± square foot portion of the Facility to CUBRC, Inc. for its operation; and

WHEREAS, the remaining 17,537± square feet in the Facility is either vacant or occupied by the Company; and

WHEREAS, each of the BAE Technology Sublease and the BAE Information Sublease includes three three-year options for renewal, and the Company continues to actively market the vacant portions of the Facility to end users; and

WHEREAS, the Company and the Agency entered into a Payment-In-Lieu-of-Tax Agreement dated as of April 1, 2010 providing for payments in lieu of taxes relating to the Facility (the “PILOT Agreement” and together with the Lease Agreement, the “Agency Documents”) ; and

WHEREAS, the PILOT Agreement provides that any portion of the Facility that is occupied by a for-profit tenant currently pays 75% of Exempt Taxes and any portion of the Facility that is occupied by a not-for-profit tenant or occupied by the Company is fully exempt; and

WHEREAS, the Company submitted a letter to the Agency describing certain challenges with leasing the Facility and is requesting the Agency extend the term of the PILOT Agreement for an additional ten years in continued support of the Project and as an inducement for BAE Information and BAE Technology to exercise its options to renew their respective subleases, to continue to maintain their presences and to retain employment in the Griffiss Business and Technology Park; and

WHEREAS, the Agency by resolution duly adopted on May 2, 2025 (the “Inducement Resolution”) decided to proceed under the provisions of the Act to extend the Agency Documents and directed that a public hearing be held; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of extending the abatement of real property taxes from fifteen years to twenty-five years, during which time the Company will make PILOT Payments on any portion of the Facility that is occupied by a for-profit tenant equal to 75% of Exempt Taxes and any portion of the Facility that is occupied by a not-for-profit tenant or occupied by the Company continues to be fully exempt, which is a deviation from the Agency’s Uniform Tax Exemption Policy (the “Financial Assistance”) ; and

WHEREAS, the value of the proposed Financial Assistance is estimated at \$257,759 (approximately); and

WHEREAS, the Financial Assistance represents a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”) and the reasons that the Agency is deviating from its Policy are contained in the Inducement Resolution, a copy of which was provided to all affected tax jurisdictions; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The extension of the Agency Documents and the Agency’s Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

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

(f) The SEQRA findings adopted by the Agency on May 2, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to extend the Agency Documents ; and

(h) The First Amendment to Lease Agreement (the “Lease Amendment”) will be an effective instrument whereby the Company and the Agency set forth the terms and conditions of the extension of the Agency’s leasehold interest in the Facility; and

(i) The First Amended and Restated Payment-in-Lieu-of-Tax Agreement (the “First Amended PILOT Agreement”) between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their agreement regarding the extension of the Company’s payments in lieu of real property taxes

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) extend the Agency Documents, (ii) execute, deliver and perform the Lease Amendment, (iii) execute, deliver and perform the First Amended PILOT Agreement, and (iv) deviate from its Policy and provide the Financial Assistance to the Company in continued support of the Project.

Section 3. The Agency is hereby authorized to extend the Agency Documents and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Amendment and the First Amended PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

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

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

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

Section 7. This resolution shall take effect immediately.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/ Treasurer/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



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

Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II

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

TO: OCIDA Board of Directors
FROM: Tim Fitzgerald
DATE: May 30, 2025
RE: GLDC Building 796/798 Facility Public Hearing Minutes

584 Phoenix Drive, Rome

Representing the Agency: Tim Fitzgerald

Attendance: None

Public hearing opened at 9:15 AM.

Reading of the public hearing notice was waived. There were no comments.

Public Hearing was closed at 9:30 AM

**Final Authorizing Resolution
Rome Community Brownfield
Restoration Corporation
220 South Madison Street/IWG
Facility
PILOT Extension**

Transcript Document No. []

Date: June 20, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of June, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Rome Community Brownfield Restoration Corporation (220 South Madison Street/IWG Facility).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AMENDMENT, THE SECOND AMENDED PILOT AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE ROME COMMUNITY BROWNFIELD RESTORATION CORPORATION (220 SOUTH MADISON STREET/IWG) FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

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

WHEREAS, from the 1920s until 2003, Rome Cable Corporation ("Rome Cable") and its predecessors owned and operated a wire manufacturing and spinning business on 61.338± acres of land located on the west side of South Madison Street, City of Rome, County of Oneida, State of New York (the "Rome Cable Site"); and

WHEREAS, following Rome Cable's bankruptcy and closure, it was determined that the Rome Cable Site constituted a "brownfield" site in need of environmental investigation, remediation, restoration and/or clean-up (collectively, the "Environmental Remediation") so to enable its eventual re-use and/or redevelopment; and

WHEREAS, on February 2, 2004, Rome Community Brownfield Restoration Corporation ("RCBRC," and sometimes referred to as the "Company") was formed for the corporate purpose "to promote the development or re-use of property, including Brownfield sites within the City of Rome and its environs, to and including acting as an entity for title holding and managing said properties for economic development purposes;" and

WHEREAS, the Agency leases to RCBRC the premises described in the 2004 Deed, being an approximately 5 acre parcel of land located at 220 South Madison Street in the City of Rome, County of Oneida and State of New York (the "Land"), pursuant to a First Amended and Restated Lease Agreement dated as of December 1, 2015 (the "Lease Agreement"), the term of which Lease Agreement is scheduled to expire on June 30, 2026; and

WHEREAS, the Company subleases the Facility to International Wire (the "Sublessee") for its operation, the term of which sublease expired on April 30, 2025; and

WHEREAS, the Facility is the subject of a First Amended and Restated PILOT Agreement dated as of December 1, 2015 (the "PILOT Agreement") among the Agency, the Company and the Sublessee; and

WHEREAS, the Company submitted a letter to the Agency describing the damage the Facility suffered during the tornados as well as the status of the ongoing Environmental Remediation, and requesting an extension of the Lease Agreement and

PILOT Agreement to allow the Company to continue to undertake the Environmental Remediation and the rehabilitation work needed to return the Facility to a leaseable condition, all as an inducement to the Sublessee to continue to lease the Facility and retain employment in the City of Rome all in furtherance of the Project; and

WHEREAS, the Agency by resolution duly adopted on May 2, 2025 (the "Inducement Resolution") decided to proceed under the provisions of the Act to extend the Lease Agreement and directed that a public hearing be held; and

WHEREAS, the Agency conducted a public hearing on May 31, 2025 and the members have received the minutes of the hearing; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of extending the existing PILOT Agreement for an additional five years with PILOT Payments to (a) be converted to fixed payments equal to the current PILOT Payment plus an annual escalator if the Facility is occupied by a for-profit tenant (value estimated at \$20,201) and (b) to be fully exempt if the Facility is vacant and occupied by the Company (maximum value estimated at \$249,425; and

WHEREAS, the Financial Assistance represents a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy") and the reasons that the Agency is deviating from its Policy are contained in the Inducement Resolution, a copy of which was provided to all affected tax jurisdictions; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The extension of the Lease Agreement and the Agency's Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

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

(f) The SEQRA findings adopted by the Agency on May 2, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to extend the Lease Agreement; and

(h) The First Amendment to Lease Agreement (the "Lease Amendment") will be an effective instrument whereby the Company and the Agency set forth the terms and conditions of the extension of the Agency's leasehold interest in the Facility; and

(i) The Second Amended PILOT Agreement will be an effective instrument whereby the Company and the Agency set forth the terms and conditions of the payments in lieu of taxes to be paid by the Company during the extended term of the Lease Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) extend the Lease Agreement, (ii) execute, deliver and perform the Lease Amendment, (iii) execute, deliver and perform the Second Amended PILOT Agreement; and (iv) deviate from its Policy and provide the Financial Assistance to the Company in continued support of the Project.

Section 3. The Agency is hereby authorized to extend the Lease Agreement and the PILOT Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Amendment and the Second Amended PILOT Agreement (in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Amendment and the Second Amended PILOT Agreement, in substantially the forms

thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

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

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

Section 7. This resolution shall take effect immediately.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/ Treasurer/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
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Aricca R. Lewis
Kristen H. Martin
Tim R. Reed

TO: OCIDA Board of Directors
FROM: Tim Fitzgerald
DATE: May 30, 2025
RE: RCBRC IWG Facility Public Hearing Minutes

584 Phoenix Drive, Rome
Thursday, May 29, 2025

Representing the Agency: Tim Fitzgerald

Attendance: None

Public hearing opened at 9:30 AM.

Reading of the public hearing notice was waived. There were no comments.

Public Hearing was closed at 9:45 AM

**Final Authorizing Resolution
Rome Community Brownfield
Restoration Corporation
Complex 4/Henry Street Facility**

Transcript Document No. []

Date: June 20, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 20th day of June, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Rome Community Brownfield Restoration Corporation (Complex 4/Henry Street Facility).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AMENDMENT AND RELATED DOCUMENTS WITH RESPECT TO THE ROME COMMUNITY BROWNFIELD RESTORATION CORPORATION (COMPLEX 4/HENRY STREET) FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

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

WHEREAS, from the 1920s until 2003, Rome Cable Corporation ("Rome Cable") and its predecessors owned and operated a wire manufacturing and spinning business on 61.338± acres of land located on the west side of South Madison Street, City of Rome, County of Oneida, State of New York (the "Rome Cable Site"); and

WHEREAS, following Rome Cable's bankruptcy and closure, it was determined that the Rome Cable Site constituted a "brownfield" site in need of environmental investigation, remediation, restoration and/or clean-up (collectively, the "Environmental Remediation") so to enable its eventual re-use and/or redevelopment; and

WHEREAS, on February 2, 2004, Rome Community Brownfield Restoration Corporation ("RCBRC," and sometimes referred to as the "Company") was formed for the corporate purpose "to promote the development or re-use of property, including Brownfield sites within the City of Rome and its environs, to and including acting as an entity for title holding and managing said properties for economic development purposes;" and

WHEREAS, in order to facilitate the Environmental Remediation of the Rome Cable Site, and its eventual re-use and re-development, the Agency acquired the fee title to portions of the Rome Cable Site by means of (a) a Trustee's Deed from Mary Fangio, as Trustee for Rome Cable Corporation, et. al., dated December 23, 2004 and recorded on January 11, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-000683 (the "2004 Deed") and (b) a Trustee's Deed from Mary Fangio, Trustee in Bankruptcy appointed as such in the matter of "Rome Cable Corporation, et. al.", Debtors, dated June 20, 2008 and recorded on July 24, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-012510 (the "2008 Deed"); and

WHEREAS, the Agency leases to RCBRC the premises described in the 200 Deed, being an approximately 49.639 acre parcel of land located at Henry Street in the City of Rome, County of Oneida and State of New York, known and designated on the tax maps of the County of Oneida as tax map parcel numbers: Section 242.000 Block 1 Lot 7.1 and Section 242.000 Block 1 Lot 54.1 and more particularly described in Exhibit A attached hereto (the "Land"), pursuant to a First Amended and Restated Lease

Agreement dated as of September 1, 2022 (the "Lease Agreement"), the term of which Lease Agreement is scheduled to expire on June 30, 2026; and

WHEREAS, in order to facilitate clean-up of the Land, the Agency and the New York State Department of Environmental Conservation (the "DEC") entered into a State Assistance Contract dated February 25, 2009 (the "SAC") to develop and implement an Environmental Restoration Program ("ERP") project for the Land; and

WHEREAS, upon approval of a Remedial Investigation/Alternatives Analysis Report, the DEC determined that additional remediation of the Land was required and subsequently selected remedies for the Land, which were presented in two (2) Records of Decision ("RODs") issued by the DEC on March 30, 2013; and

WHEREAS, the Agency elected to request that the DEC develop and implement the RODs, and the Agency and the DEC executed a New York Works II Environmental Restoration Project Agreement dated March 19, 2015 (the "NYWII ERP Agreement") for the design and implementation of the remedies; and

WHEREAS, thereafter, based on an updated assessment of the condition of the buildings on the Land, the DEC identified the need to demolish the building complex on the Land to implement the selected remedies; and

WHEREAS, the inclusion of the required demolition work added significant costs to the original remedies; and

WHEREAS, the DEC issued a ROD Amendment on July 31, 2019 summarizing the amended remedy, which covered an approximately 21.45 acre portion of the Land (the "Site"); and

WHEREAS, due to the significant cost increase, which was more than three times the original ROD remedy, the Agency elected to terminate the NYWII ERP Agreement pursuant to Paragraph XIV, Sub-Paragraph C thereof, and requested that the Site be transferred into the NYS Superfund program as a Class 2 Site whereupon the DEC assumed all responsibility for the remediation, demolition, and site restoration costs relating to the Site; and

WHEREAS, the Agency signed DEC Consent Order # CO 6-20220801-37 on August 3, 2022 (the "Consent Order") containing certain liability protections for the Agency, its successors and assigns through acquisition of title, and persons who develop or otherwise occupy the Site; and

WHEREAS, under the terms of the Consent Order, certain provisions of the NYWII ERP Agreement will survive its termination and such provisions continue to be an enforceable part of the Consent Order; and

WHEREAS, on the basis of the DEC issuing the Consent Order, RCBRC and Rome Industrial Development Corporation ("RIDC") entered into a project development agreement (the "PDA"), which PDA provides, among other things, that RIDC is to act as

the “lead developer” of a project (the “Redevelopment Project” or the “Project”) to develop the Land for use by manufacturing and/or other industrial or commercial end-users (each, individually, as “End-User” and, collectively, the “End Users”); and

WHEREAS, in anticipation of the Redevelopment Project and as an inducement to End Users, the Agency, City of Rome, Oneida County, Rome City School District, and Rome Industrial Development Corporation entered into an Agreement Approving PILOT Terms and Allocating PILOT Payments dated as of August 27, 2018 (the “Allocation Agreement”), under which the parties agreed to certain essential PILOT terms that would be incorporated into future PILOT Agreements for End Users and how PILOT Payments collected thereunder would be allocated among the parties; and

WHEREAS, on April 22, 2024 the Agency and RCBRC granted an environmental easement (the “Environmental Easement”) to the DEC covering the Land, which Environmental Easement was recorded in the Office of the Oneida County Clerk and was granted pursuant to Article 71, Title 36 of the New York State Environmental Conservation Law; and

WHEREAS, the Company has submitted a letter to the Agency outlining its success in completing the Environmental Remediation and requesting an extension of the Lease Agreement to allow the Company to continue to undertake the Redevelopment Project; and

WHEREAS, the Agency by resolution duly adopted on May 2, 2025 (the “Inducement Resolution”) decided to proceed under the provisions of the Act to extend the Lease Agreement and directed that a public hearing be held; and

WHEREAS, the Agency conducted a public hearing on May 31, 2025 and the members have received the minutes of the hearing; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of extending the full exemption from real property taxes for a period of five years; and

WHEREAS, the value of the proposed financial assistance is estimated to be \$72,821 (approximately); and

WHEREAS, the Financial Assistance represents a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”) and the reasons that the Agency is deviating from its Policy are contained in the Inducement Resolution, a copy of which was provided to all affected tax jurisdictions; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The extension of the Lease Agreement and the Agency’s Financial Assistance with respect thereto, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The extension of the Lease Agreement and the Agency’s Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

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

(f) The SEQRA findings adopted by the Agency on May 2, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to extend the Lease Agreement ; and

(h) The First Amendment to Lease Agreement (the “Lease Amendment”) will be an effective instrument whereby the Company and the Agency set forth the terms and conditions of the extension of the Agency’s leasehold interest in the Facility.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) extend the Lease Agreement, (ii) execute, deliver and perform the Lease Amendment, and (iii) deviate from its Policy and provide the Financial Assistance to the Company in continued support of the Project.

Section 3. The Agency is hereby authorized to extend the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts

heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Amendment (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 5.

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

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

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

Section 7. This resolution shall take effect immediately.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/ Treasurer/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



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

Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II

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

TO: OCIDA Board of Directors
FROM: Tim Fitzgerald
DATE: May 30, 2025
RE: RCBRC Complex 4 Public Hearing Minutes

584 Phoenix Drive, Rome
Thursday, May 29, 2025

Representing the Agency: Tim Fitzgerald

Attendance: None

Public hearing opened at 9:45 AM.

Reading of the public hearing notice was waived. There were no comments.

Public Hearing was closed at 10:00 AM