BARCLAY DAMON LLP

**Genevieve M. Trigg**
*Special Counsel*

December 9, 2021

**VIA ELECTRONIC MAIL**

Oneida County Industrial
Development Agency
Attn: Shawna Papale
584 Phoenix Drive
Rome, NY 13441

Re: SG Onedia PV, LLC

Dear Ms. Papale:

On behalf of SG Onedia PV, LLC (the "Company"), please find enclosed an application for financial assistance related to the proposed Oneida East Community Solar project, as revised per your comments sent via email on December 7, 2021. The project entails the development and construction of a 4.75 MW AC solar facility with related improvements located at 6788 Mallory Road in Holland Patent, NY.

In addition to the application form, enclosed herein are the following supporting documents:

1. Legal description;
2. SEQRA documentation;
3. Planning Board approvals;
4. Site plan;
5. Decommissioning Plan;
6. Soils mapper indicating that the parcel does not contain prime soils;
7. Waiver of Host Community Agreement from Town of Trenton; and
8. Tax assessment rolls

80 State Street - Albany, New York 12207 barclaydamon.com
GTrigg@barclaydamon.com Direct: (518) 429-4265 Fax: (518) 427-3484

The Company intends to commence construction in 2022. Please accept this application for consideration at the IDA's next meeting.

If you have any questions or require anything further, please let me know.

Very truly yours,

***s/Genevieve M. Trigg***

Genevieve M. Trigg

GMT:lks
cc: Linda Romano, Esq.
Laura Roberto

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

OCIDA

# APPLICATION FOR FINANCIAL ASSISTANCE

**Oneida County Industrial Development Agency**
584 Phoenix Drive
Rome, New York 13441-1405
(315) 338-0393 telephone
(315) 338-5694 fax
Shawna M. Papale, Executive Director
spapale@mvedge.org

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

SG - Project Oneida East

Project Name

Date of Submission Dec. 3, 2021 (rev'd 12/10)

## 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: SG Onedia PV, LLC

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

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

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

**1(e)** Federal Identification Number: 85-2291605

**1(f)** Contact Person: Joseph Shipley

**1(g)** Is the Applicant a

[ ] Corporation:
**If Yes**, Public [ ] Private [✓]
**If public, on which exchange is it listed?**

[ ] Subchapter S
[ ] Sole Proprietorship
[ ] General Partnership
[ ] Limited Partnership
[ ] Limited Liability Corporation/Partnership
[✓] Single-Member LLC (name and EIN below):
Name: SG Onedia PV, LLC
EIN #: 85-2291605
[ ] 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 parties with 15% or more in equity holdings:

| Name | Address | Percentage of Ownership |
|---|---|---|
| New York Solar DG 1 LLC | 135 E. 57th St. Fl. 16, New York, NY 10022 | 100% |

SG Onedia PV, LLC is managed by Edouard Klehe, Stacey Hughes, and William Zachary.

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

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: Genevieve Trigg / Special Counsel

Firm: Barclay Damon

Address: 125 Jefferson Street, Syracuse NY 13202

Telephone/Fax: T: (518) 429-4265 / F: (518) 427-3484

Email: GTrigg@barclaydamon.com

**3(b)** Applicant's Accountant

Name/Title:

Firm: Mahoney Sabol & Company, LLC

Address: 180 Glastonbury Blvd, Ste. 400
Glastonbury, CT 06033

Telephone/Fax: T: (860) 541-2000 / F: (860) 541-2001

Email:

**Business Description**

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

The sole business of SG Onedia PV, LLC is to manage the planning, operation and maintenance of a 4.75MW (AC) Community Solar project in the Town of Trenton, NY.

## 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.

This project is located at 6788 Mallory Road in Holland Patent, NY 13354. SG Onedia PV, LLC will be working with the Project Development company, Solar Generation Projects, LLC to construct a 7.1 MW DC (4.75 MW AC) Community Solar farm. We will be using (17,567) Jinko EAGLE 72HM G2 405-watt panels, and (38) Sungrow SG 125HV inverters.
The parcel is 54.47 acres (SBL 264.00-3-6.1). There will be a 16'-wide access road about 1668' long with a hammerhead turnaround, and an 8' high wildlife fence enclosing the project area, about 21.75 acres. The underground power line will be trenched from the Equipment Pad to the Riser Pole, at which point the power will connect to a pole owned by National Grid, through a series of intermediate poles.

### Reasons for Project

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

To further the mission of NYS renewable energy goals by providing electrical utility customers with the option of community solar. This site is well situated for a project like this.

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

To utilize the OCIDA Uniform Tax Exemption Policy (Community Solar Projects) for our Community Solar project in Trenton, NY. We hope to gain financial assisstance through this policy by obtaining a Property Tax Exemption in the form of a PILOT Agreement.

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

[✓] Yes [ ] No

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

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

But for the IDA assistance, the project would not proceed because it would not be economically feasible.

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

[ ] Yes [✓] No **If Yes**, please explain briefly.

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

[ ] Yes [✓] No

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

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

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

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

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

**If Yes**, please explain.

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

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

| | | |
|---|---|---|
| [ ] | Manufacturing | % |
| [ ] | Industrial Assembly or Service | % |
| [ ] | Back office operations | % |
| [ ] | Research and Development | % |
| [ ] | Technology/Cybersecurity | % |
| [ ] | Warehousing | % |
| [ ] | Commercial or Recreational | % |
| [ ] | Retail | % |
| Addendum Required [ ] | Residential housing (specify) _____ | % |
| [ ] | Pollution Control (specify) _____ | % |
| [ ] | Environmental (e.g., Brownfield) (specify) _____ | % |
| Addendum Required [✓] | Other (specify ie; renewable energy) solar | 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) civil work, access road, fencing

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

| **Assistance Requested** | **Estimated Values** |
|---|---|
| [✓] Real Property Tax Abatement (value of PILOT savings) | $ 791,096 |
| [ ] Mortgage Tax Exemption (.75%) $ | |
| Amount of mortgage: $ | |
| [ ] Sales and Use Tax Exemption ** (8.75%) $ **(Not available for solar)** | |
| Value of goods/services to be exempted from sales tax: $ | |
| [ ] Issuance by the Agency of Tax Exempt Bonds(bond dollar value)$ | |

**TOTAL EXEMPTION ASSISTANCE REQUESTED:** $ 791,096

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

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

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

## Part III: Facility Information

**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:

6857 Mallory Road

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

Trenton, NY 13354

**7(c)** School District:

Whitesboro

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

Vacant Land

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

R-R Residential Rural

**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***.

This project is located at 6788 Mallory Road in Holland Patent, NY 13354. SG Onedia PV, LLC will be working with the Project Development company, Solar Generation Projects, LLC to construct a 7.1 MW DC (4.75 MW AC) Community Solar farm. We will be using (17,567) Jinko EAGLE 72HM G2 405-watt panels, and (38) Sungrow SG 125HV inverters.

The parcel is 54.47 acres (SBL 264.00-3-6.1). There will be a 16'-wide access road about 1668' long with a hammerhead turnaround, and a wildlife fence enclosing the project area, about 21.75 acres. The underground power line will be trenched from the Equipment Pad to the Riser Pole, at which point the power will connect to a pole owned by National Grid, through a series of intermediate poles.

There are no new or existing buildings involved with this project.

**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: Q2 2022

Construction completion: Q4 2022

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

[ ] Yes [✓] No

**If Yes**, please describe.

Has the Project received site plan approval from the Planning Department?

[✓] Yes [ ] No [ ] N/A

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

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

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

**7(j)** What is the useful life of the facility? 30 years

**7(k)** Is the site in a former Empire Zone? [ ] Yes [✓] No

**If Yes**, which Empire Zone: _____

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

Provide detail.

**ALL APPLICANTS MUST ANSWER PART IV-8(a)**

**Part IV: Retail Project Questionnaire**

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

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

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

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

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

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

**Part V: Facility (Legal Information)**

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

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

Legal Name: SG Onedia PV, LLC

Address: 135 E. 57th St. Fl. 16
New York, NY 10022

Telephone: (212) 286-1801 x4

Balance of Mortgage: n/a

Holder of Mortgage: n/a

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

**9(b)** Is there a legal relationship, directly or indirectly, by virtue of common control or through related persons, between the Applicant and the present owner of the facility?
[ ] Yes [✓] No. **If Yes**, please explain.

**9(c)** Will a related real estate holding company, partnership or other entity, be involved in the ownership structure of the transaction?
[ ] Yes [✓] No. **If Yes**, please explain.

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

Solar Generation Projects, LLC leases the land to SG Onedia PV LLC, who will be the sole user.

**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.

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

## Part VI: Equipment

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

Modules (panels): (17,567) Jinko EAGLE 72HM G2 405-watt panels, Inverters: (38) Sungrow SG 125HV inverters, Transformer and Grounding Transformer: (1) Maddox 3-Phase Padmount Transformer and (1) Grounding Transformer, DCE or TerraSmart Racking, Remaining BOS (Balance of Systems).

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

N/A.

**10(c)** What is the useful life of the equipment? 30 years

## Part VII: Employment Information

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

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

20

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

☐ Yes ☑ No **If Yes**, explain below.

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

☐ Yes ☑ No **If Yes**, explain below.

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

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

| | **Number of Jobs BEFORE Project** 0 | **Location 1** | **Location 2** | **Location 3** | **Location 4** | **Location 5** | |
|---|---|---|---|---|---|---|---|
| | Address in NYS | 6788 Mallory Road in Trenton, NY 13354 | | | | | **Total** |
| | Full-Time Company | N/A | | | | | |
| | Full-Time Independent Contractors | N/A | | | | | |
| | Full-Time Leased | N/A | | | | | |
| **A.** | **Total Full-Time BEFORE** | N/A | | | | | |
| | Part-Time Company | N/A | | | | | |
| | Part-Time Independent Contractors | N/A | | | | | |
| | Part-Time Leased | N/A | | | | | |
| **B.** | **Total FTE Part-Timers BEFORE** | N/A | | | | | |
| **C.** | **Total FTE BEFORE*** | 0 | | | | | |

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



Continued on next page

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

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

| | Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the jobs created within three years of project completion | Location 1 | Location 2 | Location 3 | Location 4 | Location 5 | Total |
|---|---|---|---|---|---|---|---|
| A. | Full-Time | N/A | | | | | |
| B. | FTE Part-Timers | N/A | | | | | |
| C. | **Total AFTER** | 06/04/2021 | | | | | |

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

Provide Any Notes To Job Information Below

The sole function of SG Onedia PV, LLC is to construct and operate a Community Solar Array. There will be no permanant employment at this project. Any and all maintenance work will be performed by 3rd party contract, including landscaping, etc.



Jobs Continued on next page

| | 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 | $ 0 | % | $ | % |
| Administrative | $ 0 | % | $ | % |
| Production | $ 0 | % | $ | % |
| Independent Contractor | $ 0 | % | $ | % |
| Other | $ 0 | % | $ | % |
| Overall Weighted Average | $ 0 | % | $ | % |

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

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

221114 - Solar Electric Power Generation
238990 - All Other Specialty Trade Contractors (Fence Installation)
238910 - Site Preparation Contractors
237310 - Highway, Street, and Bridge Construction
541330 - Engineering Services
541620 - Environmental Consulting Services
238210 - Electrical Contractors and Other Wiring Installation Contractors
237130 - Power and Communication Line and Related Structures Construction

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

## Part VIII: Estimated Project Cost and Financing

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

| | | |
|---|---|---|
| LAND Acquisition | $ | 250,000 |
| Existing Building(s) ACQUISITION | $ | 0 |
| Existing Building(s) RENOVATION | $ | 0 |
| NEW Building(s) CONSTRUCTION | $ | 0 |
| Site preparation/parking lot construction | $ | 600,000 |
| Machinery & Equipment that is TAXABLE | $ | 620,000 |
| Machinery & Equipment that is TAX-EXEMPT | $ | 3,800,000 |
| Furniture & Fixtures | $ | 0 |
| Installation costs | $ | 1,925,000 |
| Architectural & Engineering | $ | 100,000 |
| Legal Fees (applicant, IDA, bank, other counsel) | $ | 36,000 |
| Financial (all costs related to project financing)* | $ | 13,305 |
| Permits (describe below) | $ | 26,695 |
| Other (describe below) ie: solar decommissioning expense) | $ | 865,000 |

| Other: | Cost: |
|---|---|
| 1. solar decommissioning | $ 30,000 |
| 2. utility interconnection | $ 835,000 |
| 3. | |
| 4. | |
| 5. | |

| | |
|---|---|
| Subtotal $ | 8,236,000 |
| Agency Fee[1] $ | 41,386 |
| **Total Project Cost $** | 8,277,386 |

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

[1] ***See Attached Fee Schedule (Page 24) for Agency Fee amount to be placed on this line.***

Permit/Other Information

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

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

**12(d) Sources of Funds for Project Costs**

Bank Financing: ---------- $_____

Equity (excluding equity that is attributed to grants/tax credits) -- $ 5,048,953

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.---------- $ 3,187,047

Identify each Public state and federal grant/credit:

| | | | | Comments: |
|---|---|---|---|---|
| Source | NYSERDA | $ | 824,956 | NY-Sun Program |
| Source | Federal ITC Contribution | $ | 2,362,091 | Gross ITC Contribution |
| Source | | $ | | |
| Source | | $ | | |

**Total Sources of Funds for Project Costs:** $ 8,236,000

## Part IX: Real Estate Taxes

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

| Tax Map Parcel # | Current Land Assessment | Current Building Assessment | Current Total Assessment | Current Total Taxes Amount ($) | Estimated Post-Project Assessment |
|---|---|---|---|---|---|
| 264.000-2-6.1 | $ 35,500 | $ 0 | $ 35,500 | $ 672 | $ 1,053,817 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**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):

Stanley K. Harris, Tax Collector

P.O. Box 323

Barneveld,New York 13304-0323

**13(e)** Address of Receiver of School Taxes:

Whitestown Receiver of Taxes

8539 Clark Mills Road

Whitesboro, New York

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

☐ **Yes** ☑ **No**

If **Yes** explain below.

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

Use space below for additional information

See attached.

# NYS SEQRA Environmental Review

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

https://www.dec.ny.gov/permits/6191.html

- To determine which EAF form is appropriate for the project, the applicant should consult with its engineer or legal counsel.

- It is the IDA's strong preference that the municipality that governs the jurisdiction where the project is located (e.g., a Planning Board, Zoning Board or other supervisory board) serve as lead agency for the 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.

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

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**Instructions for Completing**

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

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

**Part 1 - Project and Sponsor Information**

Name of Action or Project:
Project Oneida

Project Location (describe, and attach a location map):
6788 Mallory Road, Parcel # 264.000-2-6.1

Brief Description of Proposed Action:
Community Solar Array

| Name of Applicant or Sponsor: | Telephone: 845.679.6997 |
|---|---|
| Solar Generation Projects LLC | E-Mail: vicki@solargeneration.net |

Address:
747 Route 28, Suite 4

| City/PO: | State: | Zip Code: |
|---|---|---|
| Kingston | NY | 12401 |

| | NO | YES |
|---|---|---|
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | X | |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Building and Special Use Permits, Town of Trenton | | X |

3.a. Total acreage of the site of the proposed action? 54.45 acres
b. Total acreage to be physically disturbed? ~5-6 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 54.45 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☒ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____
☐ Parkland

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action, | | | |
| a. A permitted use under the zoning regulations? | | X | |
| b. Consistent with the adopted comprehensive plan? | | X | |

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| | NO | YES |
|---|---|---|
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | X | |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ | X | |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | X | |
| b. Are public transportation service(s) available at or near the site of the proposed action? | X | |
| c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? | X | |
| 9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Generation of ~8MW of electricity to be put into the grid. | | X |
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ | X | |
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ | X | |
| 12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? | X | |
| b. Is the proposed action located in an archeological sensitive area? | X | |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | X | |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ | X | |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☑ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☐ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | X | |
| 16. Is the project site located in the 100 year flood plain? | X | |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES | X | |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES | | |

| | NO | YES |
|---|---|---|
| 18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?<br>If Yes, explain purpose and size: | X | |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If Yes, describe: | X | |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?<br>If Yes, describe: | X | |

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**I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/spoh;ame: Vicki Weaver Date: 7.10.20

Signature: VWeaver

Aug 31, 2020

PRINT FORM

## Agency Fee Schedule

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

Bond Fees: ½ of 1% of total bond amount

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

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

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

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

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

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

Revised 8-20-2021

## 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. T**he 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 charged to the Applicant for each 30-day period the report is late beyond the due date, up until the time the report is submitted. Failure to provide such reports as provided in the transaction documents will be an Event of Default under the Lease (or Leaseback) Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Annual Employment, Tax Exemption & Bond Status Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.

3. **Absence of Conflict of Interest**. The Applicant has consulted the Agency website of the list of the Agency members, officers and employees of the Agency. No member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein after described (if none, state "none"):

4. **Hold Harmless**. Applicant hereby releases the Agency and its members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final

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

5. The Applicant acknowledges that the Agency has disclosed that the actions and activities of the Agency are subject to the Public Authorities Accountability Act signed into law January 13, 2006 as Chapter 766 of the 2005 Laws of the State of New York.

6. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions**.

7. The Applicant acknowledges that it has been provided with a copy of the Agency's recapture policy (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.

8. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

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

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

10. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material

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

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

EDUARD KLEHE, being first duly sworn, deposes and says:

1. That I am the Officer (Corporate Office) of SG ONEIDA PV, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.

2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 9th day of December, 2021.

(Notary Public)

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

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

By:

Name: PAUL MCMENEMY

Title: AUTHORIZED PARTY

Date: DEC. 9, 2021

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

Anthony J. Picente Jr.
County Executive

Shawna M. Papale Executive
Director/Secretary

Jennifer Waters
Assistant Secretary

David B. Grow
Chair

L. Michael Fitzgerald
Vice-Chair

Mary Faith Messenger
Treasurer

Ferris Betrus
Kirk Hinman
Eugene Quadraro
Steven Zogby

# MEMORANDUM TO COMPANIES
# SALE-LEASEBACK TRANSACTIONS

1. When a Company decides that a sale-leaseback transaction may suit its particular needs, the first order of business is for the Company to complete an Application for Financial Assistance, together with an Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant (referred to collectively as the "Application"). The Application is submitted to Agency Counsel for a formal decision as to whether or not the project qualifies as a "project," as defined by law.

2. No action can be taken until the Application is completed and submitted to the Agency and approved by Agency Counsel.

3. Upon completion of the Application and approval by Agency Counsel, the Agency will meet for the purpose of adopting an Inducement Resolution and reviewing the Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant. At this time a Resolution may be adopted by the Agency concerning the environmental impact. **Please note that the Agency is subject to the Open Meetings Law, and all meetings will be open to the public, *including news media*.**

4. The Company is expected and encouraged to have its own counsel. The Company is also required to reimburse the Agency for all legal expenses incurred in furtherance of a proposed transaction, whether or not that transaction is completed. This includes all fees and disbursements of Agency Counsel.

5. The Company will be asked to sign an Inducement Agreement, which sets forth the terms of the proposed transaction and the obligations of the parties in furtherance of the same. The Company will also be asked to provide Agency Counsel with certain

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

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

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

7. Agency Counsel has certain requirements as to those documents which must be included in the transaction and the content thereof, including but not limited to requiring environmental impact surveys, environmental indemnifications and general indemnifications.

8. The fee schedule is attached, covering the Agency fee, the Agency's work with respect to the project and the work of Agency Counsel.

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

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

10. The Agency then conducts a meeting whereby it adopts an Authorizing Resolution, under which the Agency approves of the form of the documents and authorizes the Chairman to execute the same.

11. The closing takes place.

12. Some of the benefits available to a company under a sale-leaseback transaction are as follows:

⇒ Exemption from New York State mortgage recording tax
⇒ Exemption from New York State sales tax for materials used in construction
⇒ Real property tax abatement on the value added to the project (for more information, please see the Uniform Tax Exemption Policy enclosed herewith)

c:1997/ocida/irbmemo3.doc/lsr_pc

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

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

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

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

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

1. **AGENCY PROVISIONS.**

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

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

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

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

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

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

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

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

Section 9.14 Rights of Bank.

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

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

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

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

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

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

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

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

## DEFINITIONS:

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

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

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

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

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

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

(a) Shortfall Payments.

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

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

(b) Major Shortfall Payment.

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

| **Major Shortfall Occurs:** | **Percentage of Initial Benefit** |
|---|---|
| Year 1 | 100% |
| Year 2 | 80% |
| Year 3 | 60% |
| Year 4 | 40% |
| Any Subsequent Year | 20% |

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

(3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

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

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

(a) Shortfall Payments.

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

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

(b) Major Shortfall Payment.

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

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

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

(3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

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

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

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

a. The Project is not entitled to receive those benefits.

b. The exemptions exceed the amount authorized, or are claimed for unauthorized property or services.

c. The Company fails to use property or services in the manner required by the Leaseback Agreement.

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

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

**Oneida County Industrial Development Agency**

**Insurance Requirements Under Leaseback Agreement**

Section 3.4 Insurance Required.

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

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than $1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than $5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of $5,000,000 per occurrence and $5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name the Agency and Company as additional insured on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency and Company.

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

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

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

OCIDA

# 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 Standard OCIDA Application for Financial Assistance.

November 23, 2021

## 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.)

The proposed project is located at 6788 Mallory Road in Holland Patent, NY 13354. SG Onedia PV, LLC will be working with the Project Development company, Solar Generation Projects, LLC to construct a 7.1 MW DC (4.75 MW AC) Community Solar farm. We will be using (17,567) Jinko EAGLE 72HM G2 405-watt panels, and (38) Sungrow SG 125HV inverters. The parcel is 54.47 acres (SBL 264.00-3-6.1). There will be a 16'-wide access road about 1668' long with a hammerhead turnaround, and an 8' high wildlife fence enclosing the project area, about 21.75 acres. The underground power line will be trenched from the Equipment Pad to the Riser Pole, at which point the power will connect to a pole owned by National Grid, through a series of intermediate poles.

**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?**1** ☐ Yes ☑ No

**1(d)** Will there be a Host Community Agreement? ☐ Yes ☑ No

*** If there is no Host Community Agreement please attach letters of support from each affected taxing jurisdiction.**

**1(e)** Has a facility decommissioning plan been accepted by the host community? ☑ Yes ☐ No

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

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

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

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

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

# Checklist for Solar Project Applications

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- [x] Application for Financial Assistance and all supplemental information required by IDA (signed and notarized)

- [x] Check, or proof of paid application and commitment fee in the amount of $1,500.00

- [x] *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.

- [x] Zoning or Planning Board approval (or if no such approvals are required, a letter of support from the Host Community)

- [x] Copy of Host Community Agreement or confirmation that one is not being executed. (OCIDA encourages Project Operators to enter into a Host Community Agreement directly with the Host Community.)

- [x] 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.

- [x] 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.

- [x] Copy of Lease Agreement with landowner (if applicable)

- [x] Part 1 EAF completed and signed by the Applicant

- [x] 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

The Oneida County Industrial Development Agency (the "Agency") has adopted the following uniform tax exemption policy with respect to Community Solar projects. Final determinations regarding the extent to which financial assistance, if any, will be granted are 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 encouraged to enter into a Host Community Agreement.

(D) 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

(A) **Property Tax Exemptions**. Project Operators will pay to the Agency for a period of twenty five years a fixed payment in lieu of exempt taxes (the "PILOT Payments"), which the Agency will allocate to the affected 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:

The Project Operator will pay a fixed PILOT Payment equal to:

1. $7,000 fee per MW (AC) **for property which is desirable for commercial or residential development per the zoning, or is** designated on the Oneida County GIS-verified soil map as prime soils land; and
2. $5,500 fee per MW (AC) **for property which is undesirable for development per the zoning, or is** designated on the Oneida County GIS-verified soil map as state-wide importance and non-prime soils land; and
3. An annual increase of two percent (2%) will be applied during year 2 through year 25.

- The Project Operator will pay 100% of taxes after year 25.
- The Agency will use the megawatt projections contained in the Application as the base line for the initial PILOT calculation (the "Base Line MW"). The Project Operator will be required to provide to the Agency annually within 60 days of the end of the calendar year the Annual Megawatt Generation Report that is submitted to NYSERDA and the Agency will adjust the Base Line MW annually; Upward not downward based on actual MW.
- If the parcel is located on more than one soil type, the PILOT Payment will be calculated using the rate for the more valuable soil type.
- PILOT Payments are in lieu of taxes that would have been paid on the increase in assessment resulting from the Project. In addition to the PILOT Payments, the taxes will be payable attributed to the Land.

(B) **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 1% of the mortgage recording tax
- The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

(C) **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. If the Project Operator has not negotiated a Host Community Agreement with the municipality in which the Project is located, the Project Operator will be required to pay directly to the host jurisdiction a Host Community Payment equal to five percent (5%) of the annual PILOT Payment.
- Decommission 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 decommssioning. 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 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.

Real Property Description:

All that piece or parcel of property situate in the Town of Trenton, County of Oneida, State of New York and more particularly described as follows:

Beginning at a point in the centerline of Mallory Road, said point also being on the Town line between the Town of Trenton on the north and the Town of Marcy on the south, thence South 72° 28' 13" East 166.66 feet, thence South 70° 14' 22" East 155.91 feet, thence South 68° 23' 33" East 202.64 feet, thence South 19° 01' 38" West 165.59 feet, thence South 53d° 55' 08" East 1057.32 feet, thence South 63° 34' 03" East 487.53 feet, thence North 22° 15' 08" East 1356.44 feet, thence North 67° 42' 22" West 1760.29 feet, thence North 67° 18' 57" West 300.00 feet to the centerline of Mallory Road, thence South 21° 24' 49" West along said centerline 929.26 feet to the point of beginning.

## *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.

Oneida East

## 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

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Town of TRENTON PLANNING BOARD as lead agency that:

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

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

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

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

Name of Action: Oneida East

Name of Lead Agency: Town of Trenton Planning Board

Name of Responsible Officer in Lead Agency: John Panzone - Chairman

Title of Responsible Officer: Chairman

Signature of Responsible Officer in Lead Agency: John Panzone /ti Date: 3/9/2021

Signature of Preparer (if different from Responsible Officer) [signature] Date: 3/9/2021

**For Further Information:**

Contact Person: John Panzone - Town of Trenton

Address: 8520 Old Poland Rd. P.O Box 206, Barneveld, NY 13304

Telephone Number: 3158962664

E-mail: pbsecretary@town.trenton.ny.us

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

# TOWN OF TRENTON

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

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

**STEPHEN A. GODFREY,** Councilman
**BETSY BEIL MACK,** Councilwoman
**DAVID HOKE,** Councilman
**MICHAEL BENNISON,** Councilman

Paul McMenemy
Solar Generation Projects, LLC
747 Route 28, Suite 4
Kingston, NY 12401

Application No. 19052/19053
Parcel I.D. No. 264.000-2-6.1
Zoning: R-R

November 14, 2020

Dear Mr. McMenemy,

I am pleased to inform you that the Town of Trenton Planning Board has reviewed your application for Site Plan Review. You have been approved to construct and operate a large-scale solar system on your property at 6788 Mallory Road, in Holland Patent. The Planning Board approval letter is attached. You are required to comply with any and all conditions of the Planning Board approval. This letter serves as your approved Zoning Permit. Please retain this letter for your records.

Before commencing any construction, you must first obtain a Building Permit from Ken Cutler, the Building Codes Inspector. Mr. Cutler enforces the New York State Building Code for the Town of Trenton. Please contact him at 315-534-2581.

**Please be advised you are required to obtain and deliver to the Town of Trenton a performance bond as per the signed Decommissioning Agreement, prior to obtaining a building permit.**

If your project requires any digging or excavation, you are also required to contact Dig Safely New York to locate any underground utilities at least 10 working days prior to starting your project. Dig Safely New York may be contacted at 1-800-962-7962 or at www.digsafelynewyork.com.

Be advised you are required to notify me once your project is complete. I will then inspect your project for zoning compliance according to this approved Zoning Permit. Once I have verified your project has been completed as approved, I will then issue to you a Certificate of Zoning Compliance

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

Sincerely,

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

Building Permit_____ Certificate of Occupancy_____ Zoning Certificate of Compliance_____

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

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

# TOWN OF TRENTON
# PLANNING BOARD

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

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

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

Solar Generation Projects, LLC
Attn: Paul McMenemy
747 Route 28, Suite 4
Kingston, NY 12401

Application No. 19052/19053
Parcel I.D. No. 264.000-2-6.1
Zoning: R-R

December 9, 2020

Dear Mr. McMememy,

At its regular meeting on December 7, 2020, the Planning Board for the Town of Trenton, NY voted to approve your application to install a large-scale solar system on the property located at 6788 Mallory Road, Holland Patent, NY 13354.

The Planning Board's approval was based upon the representations, specifications and details contained in the plans, maps, drawings and documentation submitted to the Planning Board in support of the application, which are as follows:

- Application for Site Plan Approval signed by the applicants and dated Aug 31, 2020
- Zoning and Building Permit Application signed by the applicants and dated Aug 31, 2020
- Short Environmental Assessment Form Part 1 signed by the applicants and dated Aug 31, 2020
- Plans titled "Oneida East", dated 11/5/2020

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

Input was also received during appearances from the applicant and their representative made during regular meetings and Planning Board Work Sessions. In addition, input was received from review by outside agencies including the Town of Trenton engineer, Trenton Joint Fire District, Oneida County Health Department, Oneida County Department of Public Works and Oneida County Department of Planning.

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

# TOWN OF TRENTON
# PLANNING BOARD

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

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**JOE SAMSON**, Member
**KATHY KELLOGG**, Member
**THERESA INSERRA**, Secretary

from the town zoning enforcement officer and a certificate of occupancy, if applicable, from the town codes enforcement officer.

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

Sincerely,

John Panzone

John Panzone
Chairman, Town of Trenton Planning Board

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

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# DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of October 16, 2020 (the "Effective Date") is made by and among the Town of Trenton (the "Town") and SG Oneida PV, LLC ("Project Company", together with the Town, the "Parties").

WHEREAS, Project Company intends to build a solar energy generation project (hereafter "Project") at 6788 Mallory Road, Holland Patent, NY in the Town of Trenton; and

WHEREAS, Developer intends to permit, construct, operate and maintain solar energy facilities with an aggregate size of five (5) megawatts of alternating-current nameplate capacity that will generate electric power on a portion of property owned by the Developer, more particularly identified hereto, and commonly known as SG Oneida PV, LLC (Tax Parcel ID Numbers 264.000-2-6.1, "the property"), the parcel being located within the Town of Trenton, Oneida County, New York;

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

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

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

1. Prior to the commencement of project construction, Developer shall obtain and deliver to the Town a performance bond in form and substance reasonably satisfactory to the Town in the amount of ninety-nine thousand dollars ($99,000) securing performance of Project Company's obligation to remove the Project (the "Decommissioning Bond"). It is agreed by the parties that final issuance

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of a building permit shall be conditioned upon receipt and approval by the Town of such bond. Any bond provided by Project Company as security to remove the Project shall be from a financial institution or surety or affiliate with an AM Best's rating of not less than A and that is authorized to do business in New York

2. The Project anniversary date shall be one year after the Month and Day that energy generation operations begin at the Project Site (the "Anniversary Date"), and every year thereafter. Project Company agrees to increase the bond amount by an additional 2.5% every year on the Anniversary Date in accordance with the Attached Exhibit A, incorporated and made a part hereof.

3. The Parties agree that the performance bond shall be used solely to guarantee any decommissioning costs of the Project, as defined herein. Provided Project Company complies with its obligations to maintain said performance bond in accordance with this Agreement and Exhibit A, Project Company shall have no further payment obligations in connection with funding the decommissioning of the project site during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount of the performance bond provided, Project Company shall be responsible for any such excess costs.

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

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

6. The Town shall provide Project Company thirty (30) days written notice (the "Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town subsequent to any event under paragraph 4 (b) or (c). In the event the Project Company fails to decommission the Project within one-hundred eighty (180) days after providing Project Company Decommissioning Notice or fails to respond with a reasonable explanation for the delay in the construction or cessation of operation of the Project within 30 days of the Town Decommissioning Notice made pursuant to paragraphs 4 (b) or (c) herein, the Town may commence the decommissioning of the Project. For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Project Company.

7. In the event Project Company fails to increase the value of the Decommissioning Bond by the appropriate amount on any Anniversary Date following project completion, it will be deemed a material breach of this agreement, and Project Company will have thirty (30) days to cure the breach and deliver the revised Decommissioning Bond pursuant to paragraphs 2 and 3 herein and the attached Exhibit A. If Project Company fails to cure the breach, it is agreed the Town is entitled to actual damages, sum certain, in the amount of the difference between the Decommissioning Bond in force at the time of the breach and the Year 25 Anniversary Date bond value given in Exhibit A ($183,540.00), except that if such a breach occurs after the 25th year of project operation, the Town may calculate damages based on the difference between the Decommissioning Bond in force at the time of the breach and market estimates for decommissioning costs until the end of the useful life of the Project as provided by a qualified public engineer, licensed in the State of New York.

8. Upon removal of the infrastructure and disposal of all components of the Project from the site on which the Project is built, and upon restoration of the site to its previous appearance, this agreement and Project Company's obligation to provide a Decommissioning Bond pursuant to preceding paragraphs 1, 2, and 3

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shall terminate.

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

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

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

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

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

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

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

TOWN OF TRENTON

By: _____

Name: Joseph E. Smith

Title: Supervisor

SG ONEIDA PV, LLC

By: _____

Name: Paul McMenemy

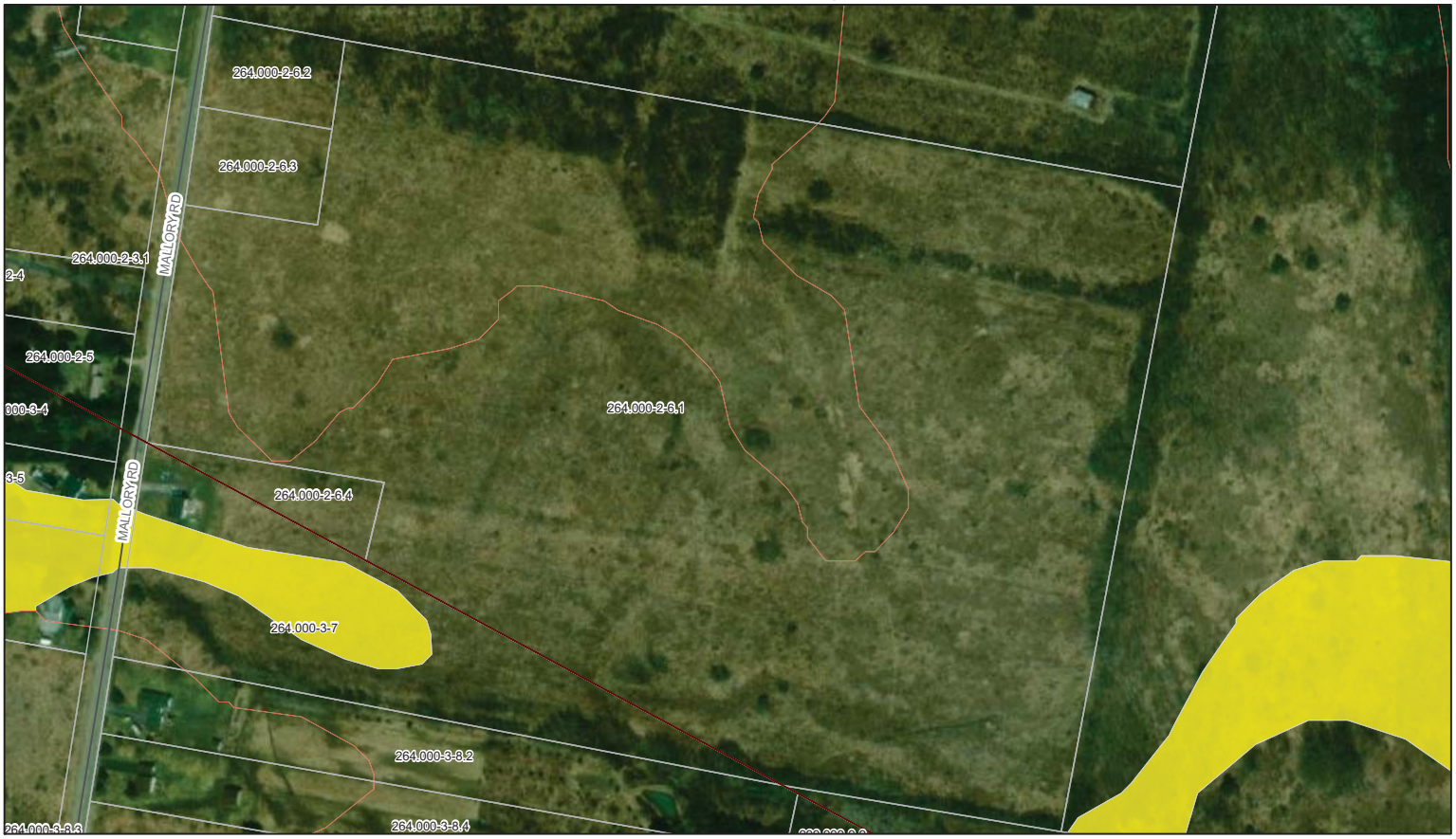
Title: President

# EXHIBIT A

| Cost of Decommissioning System (800 Posts) | Man Hours | Prevailing Wage | Supplemental | Labor Cost | Materials/Equipment | T&M Cost |
|---|---|---|---|---|---|---|
| Tasks | | | | | | |
| Remove Back Wiring | 40 | $ 35.95 | $ 29.00 | $ 2,598.00 | | $ 2,598.00 |
| Remove Panels | 40 | $ 35.95 | $ 29.00 | $ 2,598.00 | | $ 2,598.00 |
| Dismantle Racks | 200 | $ 35.95 | $ 29.00 | $ 12,990.00 | | $ 12,990.00 |
| Remove Electrical Equipment | 24 | $ 41.00 | $ 31.02 | $ 1,728.48 | | $ 1,728.48 |
| Breakup and Remove Concrete Pads/Ballasts | 24 | $ 35.95 | $ 29.00 | $ 1,558.80 | | $ 1,558.80 |
| Remove Racks | 120 | $ 35.95 | $ 29.00 | $ 7,794.00 | | $ 7,794.00 |
| Remove Cable | 90 | $ 35.95 | $ 29.00 | $ 5,845.50 | | $ 5,845.50 |
| Equipment Rental for Post Removal (1 week) | | | | | $ 2,396.52 | $ 4,793.04 |
| Class A3 Operating Engineer | 40 | $ 53.77 | $ 31.70 | $ 3,418.80 | | $ 3,418.80 |
| 2 Additional General Laborers | 80 | $ 35.95 | $ 29.00 | $ 5,196.00 | | $ 5,196.00 |
| Remove Utility Poles (1 Day, 4 poles) | | | | | $ 685.00 | $ 1,370.00 |
| Class A3 Operating Engineer | 8 | $ 53.77 | $ 31.70 | $ 683.76 | | $ 683.76 |
| 2 Additional General Laborers | 16 | $ 35.95 | $ 29.00 | $ 1,039.20 | | $ 1,039.20 |
| Remove Fence | 72 | $ 35.95 | $ 29.00 | $ 4,676.40 | | $ 4,676.40 |
| Grading | 60 | $ 35.95 | $ 29.00 | $ 3,897.00 | | $ 3,897.00 |
| Seed Disturbed Area | 4 | $ 35.95 | $ 29.00 | $ 259.80 | $ 100 | $ 459.80 |
| Truck to Recycle Center | 16 | $ 35.95 | $ 29.00 | $ 1,039.20 | $ 2,000 | $ 5,039.20 |
| Fuel Costs | | | | | $ 400 | $ 400.00 |
| | | | | | | $ 66,085.98 |
| | | | | Overhead | 20% | $ 13,217.20 |
| | | | | Profit | 15% | $ 9,896.82 |
| | | | | Contingency | 15% | $ 9,800.00 |
| | | | | Total Costs | | $ 99,000.00 |

| Decommissioing Fund (Deposits) | | |
|---|---|---|
| Inflation | 2.5% | |
| Year | Amount ($) | Cumulative ($) |
| Start of Construction | $ 99,000 | $ 99,000 |
| 1 | $ 2,475 | $ 101,475 |
| 2 | $ 2,537 | $ 104,012 |
| 3 | $ 2,600 | $ 106,612 |
| 4 | $ 2,665 | $ 109,277 |
| 5 | $ 2,732 | $ 112,009 |
| 6 | $ 2,800 | $ 114,810 |
| 7 | $ 2,870 | $ 117,680 |
| 8 | $ 2,942 | $ 120,622 |
| 9 | $ 3,016 | $ 123,637 |
| 10 | $ 3,091 | $ 126,728 |
| 11 | $ 3,168 | $ 129,897 |
| 12 | $ 3,247 | $ 133,144 |
| 13 | $ 3,329 | $ 136,473 |
| 14 | $ 3,412 | $ 139,884 |
| 15 | $ 3,497 | $ 143,382 |
| 16 | $ 3,585 | $ 146,966 |
| 17 | $ 3,674 | $ 150,640 |
| 18 | $ 3,766 | $ 154,406 |
| 19 | $ 3,860 | $ 158,266 |
| 20 | $ 3,957 | $ 162,223 |
| 21 | $ 4,056 | $ 166,279 |
| 22 | $ 4,157 | $ 170,436 |
| 23 | $ 4,261 | $ 174,696 |
| 24 | $ 4,367 | $ 179,064 |
| 25 | $ 4,477 | $ 183,540 |

# ArcGIS Web Map




7/22/2021, 9:50:05 AM

Municipal Boundaries

911 Roads

Parcels

Soils with Mineral Class

Farmland of Statewide Importance

Not Prime Soil

1:4,514

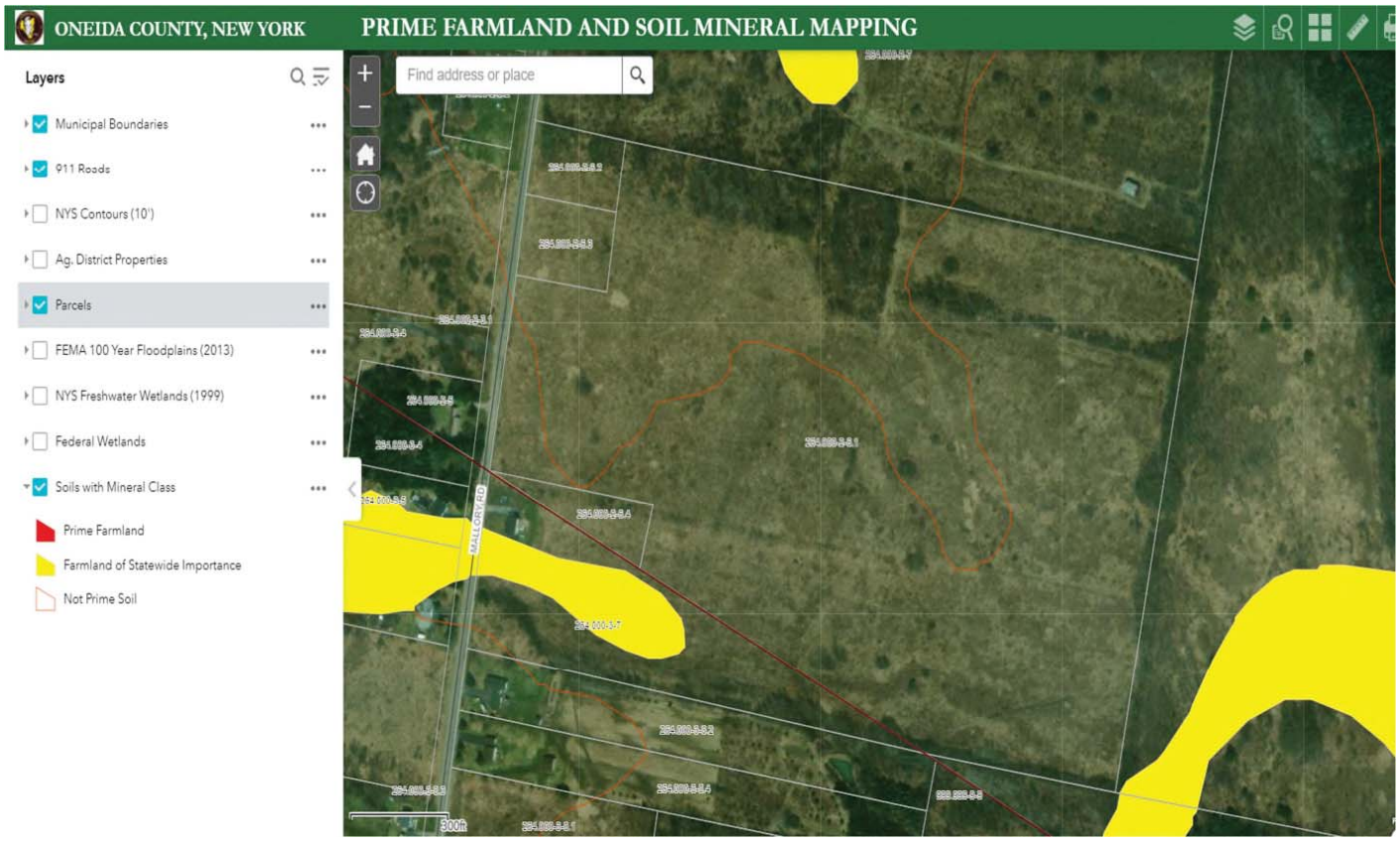
0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

New York State, Maxar

Web AppBuilder for ArcGIS

New York State, Maxar |


ONEIDA COUNTY, NEW YORK
PRIME FARMLAND AND SOIL MINERAL MAPPING
Layers
Municipal Boundaries
911 Roads
NYS Contours (10')
Ag. District Properties
Parcels
FEMA 100 Year Floodplains (2013)
NYS Freshwater Wetlands (1999)
Federal Wetlands
Soils with Mineral Class
Prime Farmland
Farmland of Statewide Importance
Not Prime Soil
Find address or place
MALLORY RD
300ft

# TOWN OF TRENTON

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

**8520 Old Poland Road**
**PO Box 206**
**Barneveld, NY 13304-0206**
**Phone (315) 896-2664**
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**trenton@town.trenton.ny.us**

**STEPHEN GODFRY**, Councilma
**BETSY BEIL MACK**, Councilwoma
**JAMES FARR,** Councilma
**MICHAEL BENNISON**, Councilma

September 20, 2021

Solar Generation
747, Route 28 #4
Kingston, NY 12401

Attn: Brendan Boland
Project Analyst

Per your request I have confirmed that the Town of Trenton's current Solar Project installation regulations/guidelines do not include a "Host Community Agreement" as detailed in the Oneida County IDA Uniform Tax Exemption Policy.

Please feel free to contact me if you need anything further.
Thank you

Joseph E. Smith
Supervisor

| TAX MAP PARCEL NUMBER / CURRENT OWNERS NAME / CURRENT OWNERS ADDRESS | PROPERTY LOCATION & CLASS / SCHOOL DISTRICT / PARCEL SIZE/GRID COORD | ASSESSMENT LAND / TOTAL | EXEMPTION CODE----------COUNTY--------TOWN---------- TAX DESCRIPTION / SPECIAL DISTRICTS | TAXABLE VALUE | TAX AMOUNT |
|---|---|---|---|---|---|
| ********** 210.013-1-1.1 ********** | | | | | |
| | 7955 Steuben St | | | ACCT 04150.1 | BILL 1 |
| 210.013-1-1.1 | 210 1 Family Res | | COUNTY | 71,800 | 737.68 |
| Stevens Trevor S | Holland Patent 305801 | 22,700 | TOWN GENERAL | 71,800 | 68.13 |
| Stevens Jennifer A | House & Acreage | 71,800 | HIGHWAY TOWNWIDE | 71,800 | 68.59 |
| 7955 Steuben St | ACRES 2.89 | | FD069 Joint Fire | 71,800 TO | 115.13 |
| PO Box 263 | DEED BOOK 2016 PG-19608 | | | | |
| Holland Patent, NY 13354-0111 | FULL MARKET VALUE | 110,462 | | | |
| | | | TOTAL TAX --- | | 989.53** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 989.53 |
| ********** 210.013-1-1.2 ********** | | | | | |
| | Steuben St | | | | BILL 2 |
| 210.013-1-1.2 | 311 Res vac land | | COUNTY | 16,900 | 173.63 |
| Charzuk Gail | Holland Patent 305801 | 16,900 | TOWN GENERAL | 16,900 | 16.04 |
| 7916 Saddleview Ct | Vacant Lot | 16,900 | HIGHWAY TOWNWIDE | 16,900 | 16.14 |
| Charlotte, NC 28215-9316 | ACRES 2.02 | | FD069 Joint Fire | 16,900 TO | 27.10 |
| | EAST-0085330 NRTH-0118633 | | | | |
| | DEED BOOK 2636 PG-377 | | | | |
| | FULL MARKET VALUE | 26,000 | | | |
| | | | TOTAL TAX --- | | 232.91** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 232.91 |
| ********** 210.013-1-2 ********** | | | | | |
| | Steuben St | | | ACCT 004160 | BILL 3 |
| 210.013-1-2 | 210 1 Family Res | | COUNTY | 47,800 | 491.10 |
| Harter Todd | Holland Patent 305801 | 6,700 | TOWN GENERAL | 47,800 | 45.35 |
| Harter Stacy | House & Lot | 47,800 | HIGHWAY TOWNWIDE | 47,800 | 45.66 |
| PO Box 132 | FRNT 157.00 DPTH 131.75 | | SCHOOL RELEVY | | 1,015.57 |
| Holland Patent, NY 13354-0132 | EAST-0085346 NRTH-0118638 | | VILLAGE RELEVY | | 717.10 |
| | DEED BOOK 2674 PG-660 | | FD069 Joint Fire | 47,800 TO | 76.65 |
| | FULL MARKET VALUE | 73,538 | | | |
| | | | TOTAL TAX --- | | 2,391.43** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 2,391.43 |
| ********** 210.013-1-3 ********** | | | | | |
| | 7976 Steuben St | | | ACCT 004170 | BILL 4 |
| 210.013-1-3 | 210 1 Family Res | | COUNTY | 49,000 | 503.43 |
| Bennison Victoria | Holland Patent 305801 | 5,000 | TOWN GENERAL | 49,000 | 46.49 |
| PO Box 74 | House & Lot | 49,000 | HIGHWAY TOWNWIDE | 49,000 | 46.81 |
| Holland Patent, NY 13354-0074 | FRNT 82.00 DPTH 157.00 | | FD069 Joint Fire | 49,000 TO | 78.57 |
| | ACRES 0.25 | | | | |
| | DEED BOOK 2014 PG-4882 | | | | |
| | FULL MARKET VALUE | 75,385 | | | |
| | | | TOTAL TAX --- | | 675.30** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 675.30 |
| ********** | | | | | |

| TAX MAP PARCEL NUMBER<br>CURRENT OWNERS NAME<br>CURRENT OWNERS ADDRESS | PROPERTY LOCATION & CLASS<br>SCHOOL DISTRICT<br>PARCEL SIZE/GRID COORD | ASSESSMENT<br>LAND<br>TOTAL | EXEMPTION CODE----------COUNTY--------TOWN----------<br>TAX DESCRIPTION<br>SPECIAL DISTRICTS | TAXABLE VALUE | TAX AMOUNT |
|---|---|---|---|---|---|
| ********** 264.000-2-6.1 ********** | | | | | |
| | 6857 Mallory Rd | | | | BILL 2123 |
| 264.000-2-6.1 | 323 Vacant rural | | AGRIC DIST 41720 | 12,603 12,603 | |
| Mauro Ronald A | Whitesboro Cent 307002 | 35,500 | COUNTY | 22,897 | 235.24 |
| 104 Zoar Ave | ACRES 54.74 | 35,500 | TOWN GENERAL | 22,897 | 21.73 |
| Frankfort, NY 13340 | EAST-0086772 NRTH-0116352 | | HIGHWAY TOWNWIDE | 22,897 | 21.87 |
| | DEED BOOK 2016 PG-5503 | | FD069 Joint Fire | 22,897 TO | 36.71 |
| MAY BE SUBJECT TO PAYMENT | FULL MARKET VALUE | 54,615 | 12,603 EX | | |
| UNDER AGDIST LAW TIL 2022 | | | WD115 Coombs Rd Wtr Dist | .50 UN | 176.08 |
| | | | TOTAL TAX --- | | 491.63** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 491.63 |
| ********** 264.000-2-7.1 ********** | | | | | |
| | 6848 Mallory Rd | | | | BILL 2124 |
| 264.000-2-7.1 | 210 1 Family Res | | COUNTY | 176,500 | 1,813.37 |
| Barbato Mark J | Whitesboro Cent 307002 | 15,000 | TOWN GENERAL | 176,500 | 167.47 |
| Barbato Andrea J | ACRES 5.00 | 176,500 | HIGHWAY TOWNWIDE | 176,500 | 168.61 |
| 6848 Mallory Rd | DEED BOOK 2842 PG-623 | | FD069 Joint Fire | 176,500 TO | 283.01 |
| Holland Patent, NY 13354 | FULL MARKET VALUE | 271,538 | WD115 Coombs Rd Wtr Dist | 1.00 UN | 352.16 |
| | | | TOTAL TAX --- | | 2,784.62** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 2,784.62 |
| ********** 264.000-2-7.2 ********** | | | | | |
| | Mallory Rd | | | | BILL 2125 |
| 264.000-2-7.2 | 312 Vac w/imprv | | COUNTY | 35,000 | 359.59 |
| Barbato Mark J | Whitesboro Cent 307002 | 17,000 | TOWN GENERAL | 35,000 | 33.21 |
| Barbato Andrea J | ACRES 27.30 | 35,000 | HIGHWAY TOWNWIDE | 35,000 | 33.44 |
| 6848 Mallory Rd | DEED BOOK 2798 PG-015 | | FD069 Joint Fire | 35,000 TO | 56.12 |
| Holland Patent, NY 13354 | FULL MARKET VALUE | 53,846 | WD115 Coombs Rd Wtr Dist | .50 UN | 176.08 |
| | | | TOTAL TAX --- | | 658.44** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 658.44 |
| ********** 264.000-2-8 ********** | | | | | |
| | 10601 Hulser Rd | | | ACCT 016510 | BILL 2126 |
| 264.000-2-8 | 416 Mfg hsing pk | | COUNTY | 649,500 | 6,672.98 |
| Whaling Properties LLC | Whitesboro Cent 307002 | 100,000 | TOWN GENERAL | 649,500 | 616.27 |
| 28 North Street 3rd Floor Rd | ACRES 212.58 | 649,500 | HIGHWAY TOWNWIDE | 649,500 | 620.48 |
| Pittsfield, MA 01201 | DEED BOOK 2018 PG-6386 | | FD069 Joint Fire | 649,500 TO | 1,041.44 |
| | FULL MARKET VALUE | 999,231 | | | |
| | | | TOTAL TAX --- | | 8,951.17** |
| | | | | DATE #1 | 01/31/19 |
| | | | | AMT DUE | 8,951.17 |
| ********** | | | | | |

| TAX MAP PARCEL NUMBER / CURRENT OWNERS NAME / CURRENT OWNERS ADDRESS | PROPERTY LOCATION & CLASS / SCHOOL DISTRICT / PARCEL SIZE/GRID COORD | ASSESSMENT LAND / TOTAL | EXEMPTION CODE----------COUNTY--------TOWN---------- TAX DESCRIPTION / SPECIAL DISTRICTS | TAXABLE VALUE | TAX AMOUNT |
|---|---|---|---|---|---|
| ********** 210.013-1-1.1 ********** | | | | | |
| | 7955 Steuben St | | | ACCT 04150.1 | BILL 1 |
| 210.013-1-1.1 | 210 1 Family Res | | COUNTY | 71,800 | 741.41 |
| Stevens Trevor S | Holland Patent 305801 | 22,700 | TOWN GENERAL | 71,800 | 71.82 |
| Stevens Jennifer A | House & Acreage | 71,800 | HIGHWAY TOWNWIDE | 71,800 | 67.42 |
| 7955 Steuben St | ACRES 2.89 | | FD069 Joint Fire | 71,800 TO | 115.60 |
| PO Box 263 | DEED BOOK 2016 PG-19608 | | | | |
| Holland Patent, NY 13354-0111 | FULL MARKET VALUE | 115,806 | | | |
| | | | TOTAL TAX --- | | 996.25** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 996.25 |
| ********** 210.013-1-1.2 ********** | | | | | |
| | Steuben St | | | | BILL 2 |
| 210.013-1-1.2 | 311 Res vac land | | COUNTY | 16,900 | 174.51 |
| Charzuk Gail | Holland Patent 305801 | 16,900 | TOWN GENERAL | 16,900 | 16.91 |
| 7916 Saddleview Ct | Vacant Lot | 16,900 | HIGHWAY TOWNWIDE | 16,900 | 15.87 |
| Charlotte, NC 28215-9316 | ACRES 2.02 | | FD069 Joint Fire | 16,900 TO | 27.21 |
| | EAST-0085330 NRTH-0118633 | | | | |
| | DEED BOOK 2636 PG-377 | | | | |
| | FULL MARKET VALUE | 27,258 | | | |
| | | | TOTAL TAX --- | | 234.50** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 234.50 |
| ********** 210.013-1-2 ********** | | | | | |
| | Steuben St | | | ACCT 004160 | BILL 3 |
| 210.013-1-2 | 210 1 Family Res | | COUNTY | 47,800 | 493.59 |
| Harter Todd | Holland Patent 305801 | 6,700 | TOWN GENERAL | 47,800 | 47.81 |
| Harter Stacy | House & Lot | 47,800 | HIGHWAY TOWNWIDE | 47,800 | 44.88 |
| PO Box 132 | FRNT 157.00 DPTH 131.75 | | SCHOOL RELEVY | | 1,029.08 |
| Holland Patent, NY 13354-0132 | EAST-0085346 NRTH-0118638 | | VILLAGE RELEVY | | 421.83 |
| | DEED BOOK 2674 PG-660 | | FD069 Joint Fire | 47,800 TO | 76.96 |
| | FULL MARKET VALUE | 77,097 | UC001 Dlq Co-Sw | 201.77 MT | 201.77 |
| | | | TOTAL TAX --- | | 2,315.92** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 2,315.92 |
| ********** 210.013-1-3 ********** | | | | | |
| | 7976 Steuben St | | | ACCT 004170 | BILL 4 |
| 210.013-1-3 | 210 1 Family Res | | COUNTY | 49,000 | 505.98 |
| Bennison Victoria | Holland Patent 305801 | 5,000 | TOWN GENERAL | 49,000 | 49.02 |
| PO Box 74 | House & Lot | 49,000 | HIGHWAY TOWNWIDE | 49,000 | 46.01 |
| Holland Patent, NY 13354-0074 | FRNT 82.00 DPTH 157.00 | | FD069 Joint Fire | 49,000 TO | 78.89 |
| | ACRES 0.25 | | | | |
| | DEED BOOK 2014 PG-4882 | | | | |
| | FULL MARKET VALUE | 79,032 | | | |
| | | | TOTAL TAX --- | | 679.90** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 679.90 |

| TAX MAP PARCEL NUMBER<br>CURRENT OWNERS NAME<br>CURRENT OWNERS ADDRESS | PROPERTY LOCATION & CLASS<br>SCHOOL DISTRICT<br>PARCEL SIZE/GRID COORD | ASSESSMENT<br>LAND<br>TOTAL | EXEMPTION CODE----------COUNTY--------TOWN----------<br>TAX DESCRIPTION<br>SPECIAL DISTRICTS | TAXABLE VALUE | TAX AMOUNT |
|---|---|---|---|---|---|
| ********** 264.000-2-5 ********** | | | | | |
| | 6779 Mallory Rd | | | ACCT 016410 | BILL 2130 |
| 264.000-2-5 | 210 1 Family Res | | COUNTY | 55,000 | 567.93 |
| Crane Nancy A | Whitesboro Cent 307002 | 15,000 | TOWN GENERAL | 55,000 | 55.02 |
| Crane David J | House & Lot | 55,000 | HIGHWAY TOWNWIDE | 55,000 | 51.64 |
| 6779 Mallory Rd | ACRES 1.00 | | FD069 Joint Fire | 55,000 TO | 88.55 |
| Holland Patent, NY 13354 | EAST-0086654 NRTH-0116550 | | WD115 Coombs Rd Wtr Dist | 1.00 UN | 355.33 |
| | DEED BOOK 2006 PG-19843 | | | | |
| | FULL MARKET VALUE | 88,710 | | | |
| | | | TOTAL TAX --- | | 1,118.47** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 1,118.47 |
| ********** 264.000-2-6.1 ********** | | | | | |
| | 6857 Mallory Rd | | | | BILL 2131 |
| 264.000-2-6.1 | 323 Vacant rural | | COUNTY | 35,500 | 366.58 |
| Solar Generation Projects | Whitesboro Cent 307002 | 35,500 | TOWN GENERAL | 35,500 | 35.51 |
| 747 Route 28 | ACRES 54.74 | 35,500 | HIGHWAY TOWNWIDE | 35,500 | 33.33 |
| Kingston, NY 12401 | EAST-0086772 NRTH-0116352 | | FD069 Joint Fire | 35,500 TO | 57.15 |
| | DEED BOOK 2019 PG-4358 | | WD115 Coombs Rd Wtr Dist | .50 UN | 177.66 |
| MAY BE SUBJECT TO PAYMENT | FULL MARKET VALUE | 57,258 | | | |
| UNDER AGDIST LAW TIL 2023 | | | | | |
| | | | TOTAL TAX --- | | 670.23** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 670.23 |
| ********** 264.000-2-7.1 ********** | | | | | |
| | 6848 Mallory Rd | | | | BILL 2132 |
| 264.000-2-7.1 | 210 1 Family Res | | COUNTY | 176,500 | 1,822.55 |
| Barbato Mark J | Whitesboro Cent 307002 | 15,000 | TOWN GENERAL | 176,500 | 176.56 |
| Barbato Andrea J | ACRES 5.00 | 176,500 | HIGHWAY TOWNWIDE | 176,500 | 165.73 |
| 6848 Mallory Rd | DEED BOOK 2842 PG-623 | | FD069 Joint Fire | 176,500 TO | 284.16 |
| Holland Patent, NY 13354 | FULL MARKET VALUE | 284,677 | WD115 Coombs Rd Wtr Dist | 1.00 UN | 355.33 |
| | | | TOTAL TAX --- | | 2,804.33** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 2,804.33 |
| ********** 264.000-2-7.2 ********** | | | | | |
| | Mallory Rd | | | | BILL 2133 |
| 264.000-2-7.2 | 312 Vac w/imprv | | COUNTY | 35,000 | 361.41 |
| Barbato Mark J | Whitesboro Cent 307002 | 17,000 | TOWN GENERAL | 35,000 | 35.01 |
| Barbato Andrea J | ACRES 27.30 | 35,000 | HIGHWAY TOWNWIDE | 35,000 | 32.86 |
| 6848 Mallory Rd | DEED BOOK 2798 PG-015 | | FD069 Joint Fire | 35,000 TO | 56.35 |
| Holland Patent, NY 13354 | FULL MARKET VALUE | 56,452 | WD115 Coombs Rd Wtr Dist | .50 UN | 177.66 |
| | | | TOTAL TAX --- | | 663.29** |
| | | | | DATE #1 | 01/31/20 |
| | | | | AMT DUE | 663.29 |
| ********** | | | | | |

| TAX MAP PARCEL NUMBER / CURRENT OWNERS NAME / CURRENT OWNERS ADDRESS | PROPERTY LOCATION & CLASS / SCHOOL DISTRICT / PARCEL SIZE/GRID COORD | ASSESSMENT LAND / TOTAL | EXEMPTION CODE / TAX DESCRIPTION / SPECIAL DISTRICTS | COUNTY / TAXABLE VALUE | TOWN | TAX AMOUNT |
|---|---|---|---|---|---|---|
| | 7955 Steuben St | | | ACCT 04150.1 | BILL | 1 |
| 210.013-1-1.1 | 210 1 Family Res | | COUNTY | 71,800 | | 750.15 |
| Stevens Trevor S | Holland Patent 305801 | 22,700 | TOWN GENERAL | 71,800 | | 55.53 |
| Stevens Jennifer A | House & Acreage | 71,800 | HIGHWAY TOWNWIDE | 71,800 | | 85.96 |
| 7955 Steuben St | ACRES 2.89 | | FD069 Joint Fire | 71,800 TO | | 114.60 |
| PO Box 263 | DEED BOOK 2016 PG-19608 | | | | | |
| Holland Patent, NY 13354-0111 | FULL MARKET VALUE | 119,667 | | | | |
| | | | TOTAL TAX --- | | | 1,006.24** |
| | | | | DATE #1 | | 01/31/21 |
| | | | | AMT DUE | | 1,006.24 |
| | Steuben St | | | | BILL | 2 |
| 210.013-1-1.2 | 311 Res vac land | | COUNTY | 16,900 | | 176.57 |
| Charzuk Gail | Holland Patent 305801 | 16,900 | TOWN GENERAL | 16,900 | | 13.07 |
| 7916 Saddleview Ct | Vacant Lot | 16,900 | HIGHWAY TOWNWIDE | 16,900 | | 20.23 |
| Charlotte, NC 28215-9316 | ACRES 2.02 | | FD069 Joint Fire | 16,900 TO | | 26.97 |
| | EAST-0085330 NRTH-0118633 | | | | | |
| | DEED BOOK 2636 PG-377 | | | | | |
| | FULL MARKET VALUE | 28,167 | | | | |
| | | | TOTAL TAX --- | | | 236.84** |
| | | | | DATE #1 | | 01/31/21 |
| | | | | AMT DUE | | 236.84 |
| | Steuben St | | | ACCT 004160 | BILL | 3 |
| 210.013-1-2 | 210 1 Family Res | | COUNTY | 47,800 | | 499.40 |
| Harter Todd | Holland Patent 305801 | 6,700 | TOWN GENERAL | 47,800 | | 36.97 |
| Harter Stacy | House & Lot | 47,800 | HIGHWAY TOWNWIDE | 47,800 | | 57.23 |
| PO Box 132 | FRNT 157.00 DPTH 131.75 | | SCHOOL RELEVY | | | 1,095.32 |
| Holland Patent, NY 13354-0132 | EAST-0085346 NRTH-0118638 | | VILLAGE RELEVY | | | 798.78 |
| | DEED BOOK 2674 PG-660 | | FD069 Joint Fire | 47,800 TO | | 76.29 |
| | FULL MARKET VALUE | 79,667 | UC001 Dlq Co-Sw | 265.99 MT | | 265.99 |
| | | | TOTAL TAX --- | | | 2,829.98** |
| | | | | DATE #1 | | 01/31/21 |
| | | | | AMT DUE | | 2,829.98 |
| | 7976 Steuben St | | | ACCT 004170 | BILL | 4 |
| 210.013-1-3 | 210 1 Family Res | | COUNTY | 49,000 | | 511.94 |
| Bennison Victoria | Holland Patent 305801 | 5,000 | TOWN GENERAL | 49,000 | | 37.90 |
| PO Box 74 | House & Lot | 49,000 | HIGHWAY TOWNWIDE | 49,000 | | 58.66 |
| Holland Patent, NY 13354-0074 | FRNT 82.00 DPTH 157.00 | | FD069 Joint Fire | 49,000 TO | | 78.21 |
| | ACRES 0.25 | | | | | |
| | DEED BOOK 2014 PG-4882 | | | | | |
| | FULL MARKET VALUE | 81,667 | | | | |
| | | | TOTAL TAX --- | | | 686.71** |
| | | | | DATE #1 | | 01/31/21 |
| | | | | AMT DUE | | 686.71 |

| TAX MAP PARCEL NUMBER<br>CURRENT OWNERS NAME<br>CURRENT OWNERS ADDRESS | PROPERTY LOCATION & CLASS<br>SCHOOL DISTRICT<br>PARCEL SIZE/GRID COORD | ASSESSMENT<br>LAND<br>TOTAL | EXEMPTION CODE----------COUNTY--------TOWN----------<br>TAX DESCRIPTION<br>SPECIAL DISTRICTS | TAXABLE VALUE | TAX AMOUNT |
|---|---|---|---|---|---|
| ********** 264.000-2-3.2 ********** | | | | | |
| | 6823 Mallory Rd | | | ACCT 016430.2 | BILL 2130 |
| 264.000-2-3.2 | 210 1 Family Res | | COUNTY | 125,000 | 1,305.96 |
| Winters Steven W | Whitesboro Cent 307002 | 15,500 | TOWN GENERAL | 125,000 | 96.68 |
| Winters Mary A | Modular Attached Garagew/ | 125,000 | HIGHWAY TOWNWIDE | 125,000 | 149.65 |
| 6823 Mallory Rd | FRNT 250.00 DPTH 225.00 | | FD069 Joint Fire | 125,000 TO | 199.51 |
| Holland Patent, NY 13354 | ACRES 1.50 | | WD115 Coombs Rd Wtr Dist | 1.00 UN | 349.95 |
| | DEED BOOK 2884 PG-336 | | | | |
| | FULL MARKET VALUE | 208,333 | | | |
| | | | TOTAL TAX --- | | 2,101.75** |
| | | | | DATE #1 | 01/31/21 |
| | | | | AMT DUE | 2,101.75 |
| ********** 264.000-2-4 ********** | | | | | |
| | Mallory Rd | | | ACCT 016420 | BILL 2131 |
| 264.000-2-4 | 314 Rural vac<10 | | COUNTY | 2,900 | 30.30 |
| Vail Terry | Whitesboro Cent 307002 | 2,900 | TOWN GENERAL | 2,900 | 2.24 |
| Vail Patricia | Rural Lot | 2,900 | HIGHWAY TOWNWIDE | 2,900 | 3.47 |
| 514 South Litchfield St | ACRES 2.20 | | FD069 Joint Fire | 2,900 TO | 4.63 |
| Frankfort, NY 13340 | EAST-0086631 NRTH-0116567 | | WD115 Coombs Rd Wtr Dist | .50 UN | 174.98 |
| | DEED BOOK 2015 PG-1114 | | | | |
| | FULL MARKET VALUE | 4,833 | | | |
| | | | TOTAL TAX --- | | 215.62** |
| | | | | DATE #1 | 01/31/21 |
| | | | | AMT DUE | 215.62 |
| ********** 264.000-2-5 ********** | | | | | |
| | 6779 Mallory Rd | | | ACCT 016410 | BILL 2132 |
| 264.000-2-5 | 210 1 Family Res | | COUNTY | 55,000 | 574.62 |
| Crane Nancy A | Whitesboro Cent 307002 | 15,000 | TOWN GENERAL | 55,000 | 42.54 |
| Crane David J | House & Lot | 55,000 | HIGHWAY TOWNWIDE | 55,000 | 65.85 |
| 6779 Mallory Rd | ACRES 1.00 | | FD069 Joint Fire | 55,000 TO | 87.79 |
| Holland Patent, NY 13354 | EAST-0086654 NRTH-0116550 | | WD115 Coombs Rd Wtr Dist | 1.00 UN | 349.95 |
| | DEED BOOK 2006 PG-19843 | | | | |
| | FULL MARKET VALUE | 91,667 | | | |
| | | | TOTAL TAX --- | | 1,120.75** |
| | | | | DATE #1 | 01/31/21 |
| | | | | AMT DUE | 1,120.75 |
| ********** 264.000-2-6.1 ********** | | | | | |
| | 6857 Mallory Rd | | | | BILL 2133 |
| 264.000-2-6.1 | 323 Vacant rural | | COUNTY | 35,500 | 370.89 |
| Solar Generation Projects | Whitesboro Cent 307002 | 35,500 | TOWN GENERAL | 35,500 | 27.46 |
| 747 Route 28 | ACRES 54.74 | 35,500 | HIGHWAY TOWNWIDE | 35,500 | 42.50 |
| Kingston, NY 12401 | EAST-0086772 NRTH-0116352 | | FD069 Joint Fire | 35,500 TO | 56.66 |
| | DEED BOOK 2019 PG-4358 | | WD115 Coombs Rd Wtr Dist | .50 UN | 174.98 |
| MAY BE SUBJECT TO PAYMENT | FULL MARKET VALUE | 59,167 | | | |
| UNDER AGDIST LAW TIL 2023 | | | | | |
| | | | TOTAL TAX --- | | 672.49** |
| | | | | DATE #1 | 01/31/21 |
| | | | | AMT DUE | 672.49 |
| ********** | | | | | |

**ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** **10-Dec-21**
**COST/BENEFIT ANALYSIS**
**Required by §859-a(3) of the**
**New York General Municipal Law**

Name of Applicant: **SG Oneida PV, LLC**
New York, NY

Description of Project: **4.75 MW AC Solar Facility**
6788 Mallory Rd, Holland Patent (Town of Trenton)

Name of All Sublessees or Other Occupants of Facility:

Principals or Parent of Applicant:

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

Estimated Date of Completion of Project: Nov-22

Type of Financing/ Structure:

| | |
|---|---|
| | Tax-Exempt Financing |
| | Taxable Financing |
| X | Sale/ Leaseback |
| | Other |

Type of Benefits being Sought by Applicant:

| | |
|---|---|
| | Taxable Financing |
| | Tax-Exempt Bonds |
| | Sales Tax Exemption on Eligible Expenses Until Completion |
| | Mortgage Recording Tax Abatement |
| X | Real Property Tax Abatement |

C

**Project Costs**

| | | | |
|---|---|---|---|
| Land Acquisition | $ | 250,000 | |
| Existing Building(s) ACQUISITION | $ | - | |
| Existing Building(S) RENOVATOIN | $ | - | |
| NEW Building(s) CONSTRUCTION | $ | - | |
| Installation Costs | $ | 1,925,000 | |
| Site Preparation/Parking Lot Construction | $ | 600,000 | |
| Machinery & Equipment (other than furniture) | $ | 4,420,000 | |
| Furniture & Fixtures | $ | - | |
| Architectural & Engineering | $ | 100,000 | |
| Legal Fees (applicant, IDA, bank, other counsel) | $ | 36,000 | |
| Financial (all costs related to project financing) | $ | 13,305 | |
| Permits | $ | 26,695 | |
| Other | $ | 865,000 | See appl.(decomm & Interconnect) |
| Agency Fee | $ | 41,386 | |
| **TOTAL COST OF PROJECT** | $ | 8,277,386 | |

**Assistance Provided by the Following:**

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

**Company Information**

| | | Average Salary of these Positions |
|---|---|---|
| Existing Jobs | 0 | $ - |
| Created Jobs FTE (over three years) | 0 | $ - |
| Retained Jobs | 0 | $ - |

**Earnings Information for Oneida County**

| | |
|---|---|
| Average Salary of Direct Jobs for Applicant | $ - |
| Average of County Indirect Jobs | $ 25,000 |
| Average of Construction Jobs | $ 32,000 |

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

Construction Person Years of Employment: 13

**Calculation of Benefits (3 Year Period)**

| | | Total Earnings | Revenues |
|---|---|---|---|
| Direct Jobs | | | |
| | Created | $ - | $ - |
| | Existing | $ - | $ - |
| Indirect Jobs | | | |
| | Created | $ - | $ - |
| | Existing | 0 | 0 |
| Construction - only one year | | | |
| | Person Years | $ 404,000 | $ 17,170 |
| **TOTALS Calculation of Benefits (3 Yr Period)** | | $ 404,000 | $ 17,170 |

**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 | $ 145,440 | $ 14,180 |
| **TOTAL TAXABLE GOODS & SERVICES** | | | $ 145,440 | $ 14,180 |

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

| | | Municipality | |
|---|---|---|---|
| Tax Rate for School District where facility is located: | $ 34.863686 | Whitesboro CSD | 21-22 |
| Tax Rate for Municipality where facility is located: | $ 1.970605 | Trenton | 21 |
| Tax Rate for County: | $ 10.447150 | Oneida | 21 |
| Total Rate: | **47.281441** | | |
| Real Property Taxes Paid: | $ - | | |

**COSTS: IDA BENEFITS** 0

| | |
|---|---|
| Real Property Taxes Abatement | $ 791,069 |
| Mortgage Tax Abated (.75%) | $ - |
| Estimated Sales Tax Abated During Construction Period (8.75%) | $ - |
| Total: | $ 791,069 |

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.

# PILOT UNDER 25 Year $5500k/2.65 MW/2%

## 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 Assessment in 1,000s | $ 1,053.817 |

**SG Oneida PV**
**10-Dec-21**

| Tax Rates Per 1k of Assessment at time of application* | | | Rate Year | Muni | | |
|---|---|---|---|---|---|---|
| Oneida County | 0.22095668 | $ 10.447150 | 21 | Oneida | (Provide) | |
| City or Township** | 0.04167819 | $ 1.970605 | 21 | Trenton | (Provide) | |
| School District | 0.73736513 | $ 34.863686 | 21-22 | Whitesboro | (Provide) | |
| Total | 1 | $ 47.281441 | | | | |

*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

| | | | | Per MW | MW |
|---|---|---|---|---|---|
| | | | **25 year at $5500 per MW** | $ 5,500 | 4.75 |
| | **1.02** | | | | |
| **PILOT VALUE CALCULATOR VALUES** | | **Full** | **PILOT** | **difference** | |
| Year 1 Payment | $ 48.23 | $ 50,823 | $ 26,125 | $ 24,698 | |
| Year 2 Payment | $ 49.19 | $ 51,839 | $ 26,648 | $ 25,191 | |
| Year 3 Payment | $ 50.18 | $ 52,876 | $ 27,180 | $ 25,695 | |
| Year 4 Payment | $ 51.18 | $ 53,933 | $ 27,724 | $ 26,209 | |
| Year 5 Payment | $ 52.20 | $ 55,012 | $ 28,279 | $ 26,733 | |
| Year 6 Payment | $ 53.25 | $ 56,112 | $ 28,844 | $ 27,268 | |
| Year 7 Payment | $ 54.31 | $ 57,234 | $ 29,421 | $ 27,813 | |
| Year 8 Payment | $ 55.40 | $ 58,379 | $ 30,009 | $ 28,370 | |
| Year 9 Payment | $ 56.51 | $ 59,547 | $ 30,610 | $ 28,937 | |
| Year 10 Payment | $ 57.64 | $ 60,738 | $ 31,222 | $ 29,516 | |
| Year 11 Payment | $ 58.79 | $ 61,952 | $ 31,846 | $ 30,106 | |
| Year 12 Payment | $ 59.96 | $ 63,191 | $ 32,483 | $ 30,708 | |
| Year 13 Payment | $ 61.16 | $ 64,455 | $ 33,133 | $ 31,322 | |
| Year 14 Payment | $ 62.39 | $ 65,744 | $ 33,795 | $ 31,949 | |
| Year 15 Payment | $ 63.63 | $ 67,059 | $ 34,471 | $ 32,588 | |
| 16 | $ 64.91 | $ 68,400 | $ 35,161 | $ 33,240 | |
| 17 | $ 66.21 | $ 69,768 | $ 35,864 | $ 33,904 | |
| 18 | $ 67.53 | $ 71,164 | $ 36,581 | $ 34,582 | |
| 19 | $ 68.88 | $ 72,587 | $ 37,313 | $ 35,274 | |
| 20 | $ 70.26 | $ 74,039 | $ 38,059 | $ 35,980 | |
| 21 | $ 71.66 | $ 75,520 | $ 38,820 | $ 36,699 | |
| 22 | $ 73.10 | $ 77,030 | $ 39,597 | $ 37,433 | |
| 23 | $ 74.56 | $ 78,571 | $ 40,389 | $ 38,182 | |
| 24 | $ 76.05 | $ 80,142 | $ 41,196 | $ 38,945 | |
| 25 | $ 77.57 | $ 81,745 | $ 42,020 | $ 39,724 | |
| Total Due: | | $ 1,627,860 | $ 836,792 | **$ 791,069** | Benefit |