OCIDA PROJECT MEMO - NOVEMBER 10, 2021

Project Name: **Delta Luxury Townhomes**

Location: Merrick Road, City of Rome

Applicant: **Delta Luxury Townhomes, LLC**

Christopher Buck - 100%

Proposed Project:

Development of two, eighteen-unit townhome buildings (36 units total).

Estimated Project Costs

Land Acquisition	$	100,000
NEW Building(s) CONSTRUCTION	$	7,000,000
Site Preparation/Parking Lot Construction	$	2,000,000
Machinery & Equipment (other than furniture)	$	500,000
Furniture & Fixtures	$	25,000
Architectural & Engineering	$	100,000
Legal Fees (applicant, IDA, bank, other counsel)	$	10,000
Financial (all costs related to project financing)	$	100,000
Permits	$	36,000
Agency Fee	$	49,355
TOTAL COST OF PROJECT	$	9,920,355

HOUSING PROJECT SCORE**: 40 - See last page of application.**

Estimated Exemption Benefit Values

Sales and Use Tax	$ 490,000
Mortgage Recording Tax	$ 64,500
Total Benefits Value	**$ 554,500**

Anticipated Construction Jobs: **40**

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 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.

Delta Luxury Townhomes	

Project Name

Date of Submission

Important Notes to Applicant:

Upon the submission of this application to the OCIDA, the application becomes a public document. Be advised that any action brought before the Agency is public information. All agendas for the OCIDA are issued publicly prior to the full agency meeting. **IF THERE IS INFORMATION SUBMITTED THAT THE APPLICANT BELIEVES IS PROPRIETARY, PLEASE IDENTIFY IT AS SUCH AND THAT INFORMATION WILL BE TREATED CONFIDENTIALLY TO THE EXTENT PERMITTED BY LAW.**

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.

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. An electronic version of the application must accompany the original application via physical media or e-mail.

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: DELTA LUXURY TOWNHOMES LLC

1(b) Principal Address: 105 MAIN STREET
WHITESBORO, NY 13492

1(c) Telephone/Facsimile Numbers: 315-736-0865

1(d) Email Address: STEVE@BUCKCONSTRUCTION.NET

1(e) Federal Identification Number: TBD

1(f) Contact Person: STEVE BUCK

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: CHRISTOPHER S. BUCK
EIN #: TBD

[ ] 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
CHRISTOPHER S. BUCK	11561 PROSPECT TRENTON FALLS RD. REMSEN, NY 13403	100%

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

BUCK CONSTRUCTION MANAGEMENT LLC. SOLE-MEMBER - 100%
BUCKONOMICS - SOLE-MEMBER - 100%

DELTA LUXURY APARTMENTS LLC - MEMBER & Operating Manager - 50%

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

HEARTFORD LUXURY APARTMENTS LLC - CHRISTOPHER BUCK - 33% MEMBER

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: Bruce Daniels, P.C.

Firm:

Address: 23 Oxford Rd
New Hartford, NY 13413

Telephone/Fax: 315-735-7993/315-735-7924

Email: bdaniels@23oxfordroad.com

3(b) Applicant's Accountant

Name/Title: ELIZABETH SCULLY

Firm: Gustafson & Wargo CPAs LLP

Address: 3264 Seneca Turnpike
Canastota, NY 13032

Telephone/Fax: 315-697-2345

Email: liz@gandwcpas.com

Business Description

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

WE ARE A DEVELOPER ENGAGED IN MULTI-FAMILY AND RESIDENTIAL CONSTRUCTION WITH THE INTENT TO LEASE OR SELL TOWNHOME HOMES.

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.

OUR GOAL IS TO CONTINUE THE DEVELOPMENT OF A HIGH-STANDARD LIVING COMMUNITY TO MEET THE DEMAND OF TODAY'S MARKET, INCLUDING COMPLETE CONSTRUCTION OF 18 HIGH-END FOR-RENT TWIN HOMES (36 UNITS TOTAL), INCLUDING ALL NECESSARY INFRASTRUCTURE, UTILITIES, ROADS, SIDEWALKS, WATER, AND SEWER SYSTEMS.

Reasons for Project

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

THERE IS AN IMMEDIATE MARKET FOR HIGH-STANDARD RENTAL HOUSING IN THE AREA DUE TO THE LARGE NUMBER OF HIGH-LEVEL EMPLOYEES EXISTING AND COMING TO THE REGION. MOST OF THE CURRENT HOUSING IS CONSIDERED OBSOLETE AND NOT APPEALING TO THESE POTENTIAL RESIDENTS CAUSING THEM TO LOOK TO OTHER LOCATIONS OUTSIDE OF THE AREA TO LIVE. PLEASE SEE ATTACHED ANALYSIS FROM WILLIAMS GROUP REAL ESTATE ADVISORS THAT FURTHER OUTLINES THESE DETAILS. WE INTEND TO MEET THE RISING DEMAND FOR HIGH-QUALITY HOUSING AND KEEP THIS ENGAGING DEMOGRAPHIC IN THE AREA.

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

YOUR ASSISTANCE WILL ENABLE US TO MAKE THE RENTALS MORE COMPETITIVE WITH ADJACENT AREAS LOCATED OUTSIDE THE MOHAWK VALLEY BY ALLOWING US TO LOWER OUR RENT AND SALES PRICES BY APPROXIMATELY 7% (EITHER PER MONTH FOR RENTALS OR IN OVERALL SALES COSTS). IN ADDITION, AS ALSO REFERENCED IN THE ATTACHED MARKET ANALYSIS, THIS COMPETITIVE PRICING COULD POTENTIALLY ALLOW US TO ATTRACT HIGH-LEVEL EMPLOYEES WHO ARE WORKING OUTSIDE OF THE REGION BUT ARE IN SEARCH OF A MORE SUBURBAN FEEL FOR A HOUSING AREA.
PREVIOUS ASSISTANCE FROM THE AGENCY HAS ALLOWED US TO ACHIEVE GREAT SUCCESS IN CONTRIBUTING TO THE HOUSING MARKETPLACE IN THE AREAS AND MEET THE ONGOING INCREASING NEW-HOUSING DEMANDS OF THE AREA.

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:

WE WOULD STILL UNDERTAKE THE PROJECT AT SOME POINT EVENTUALLY ONCE THE OUTLANDISH PRICES OF MATERIALS SUBSIDE BUT, BASED ON THE TIMEFRAME, THE EFFICACY OF THE PROJECT MORE THAN LIKELY WILL NOT BE THE SAME.

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

WE WOULD NOT BE ABLE TO OFFER COMPETITIVE INCENTIVES THAT WOULD ALLOW US TO ATTRACT OUR POTENTIAL CUSTOMER BASE TO THE TARGET MARKET. ADDITIONALLY, WE BELIEVE THAT THE INCREASED COST COMBINED WITH THE DELAYS WILL CAUSE US TO MISS OUT ON THE CURRENT HIGH DEMAND AND THAT CUSTOMER BASE TO SETTLE IN OTHER REGIONS.

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).

DELTA LUXURY APARTMENTS - 2014 - ROME, NY - 400,000 SALES TAX EXEMPTION BENEFIT

HEARTFORD LUXURY APARTMENTS - 2016 - NEW HARTFORD, NY - 772,200 ESTIMATED SALES-TAX EXEMPTION BENEFIT (ONGOING)

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 ____ %
- [✓] Residential housing (specify) Twin townhouse Rentals 100 %
- [ ] Pollution Control (specify) ____ %
- [ ] Environmental (e.g., Brownfield) (specify) ____ %
- [ ] Other (specify ie; renewable energy) ____ %

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) Infrastrucutre roads, sewer, water, sidewalks

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)	$
[✓] Mortgage Tax Exemption (.75%)	$ 64,500
Amount of mortgage: $ 8,600,000	
[✓] Sales and Use Tax Exemption ** (8.75%)	$ 490,000
Value of goods/services to be exempted from sales tax: $ 5,600,000	
[ ] Issuance by the Agency of Tax Exempt Bonds(bond dollar value)	$

TOTAL EXEMPTION ASSISTANCE REQUESTED: $ 554,500

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:

Merrick Road (Rear)

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

Rome, NY 13440

7(c) School District:

Rome School Dist

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

Field Crops

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

R-1, Single Family Residential

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***.

See included Site Plans. The project will be utilizing and expanding on Charles Anken Blvd for access to the project site. The plan is that we will be dedicating Charles Anken Blvd to the City of Rome.

Complete construction of 18 1-story for-rent twin townhomes (36 units total). Each unit will be approximately 1600sf, 3 bedroom, 2 bathrooms, with attached garages. (See attached plans.)

Construction will include all infrastructure, roadways, sidewalks, utilities, water and sewer.

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: November 2021

Construction completion: November 2023

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:

We expect to receive full approval from the Planning Board at the City of Rome at their next meeting. The SEQR determination is attached.

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

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

7(j) What is the useful life of the facility? 39 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.

This Page for Housing Projects Only

Part IV: Housing Project Questionnaire

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

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

See included Site Plans.
Complete construction of 18 1-story for-rent twin townhomes (36 units total). Each unit will be approximately 1600sf, 3 bedroom, 2 bathrooms, with attached garages. (See attached plans.) Rental costs are estimated to be between $1900-$2500 per month.
Construction will include all infrastructure, roadways, sidewalks, utilities, water and sewer.

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

The property is currently being utilized for farm land that will be converted to residential housing.

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

Yes. All new water, sewer, electrical and gas infrastructure will be installed to accomodate the project plans.

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

N/A

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

Yes. We will be providing both public sidewalks and walking paths including a connectivity sidewalk to and down Merrick Road. We will also be providing mixed income rental units to support workforce housing in the market area. This is the first phase of multiple phases where we intend to provide multiple one, two and three bedroom townhouses.

This Page for Community Solar Projects Only

Part V: 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.

8(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.)

8(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):

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

8(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.**

8(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.**

8(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.**

8(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 21.

ALL APPLICANTS MUST ANSWER PART VI-A.

Part VI: Retail Project Questionnaire

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

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

☐ Yes or ☑ No **If the answer is YES, please continue below.**
If the answer is NO, proceed to Section Part VII - 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.

B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project?_____%. **If the answer is less than 33% do not complete the remainder of the retail determination and proceed to next section Part VII Facility (Pg 15)**

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 VII: 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: Cynthia E. Ducharme

Address: 90 Foster Rd.
Adamsville, TN 38310

Telephone:

Balance of Mortgage: 0.00

Holder of Mortgage: 0.00

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.

Contract to purchase is attached.

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.

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.

New renters will be utilizing the facility in accordance with lease agreements.

Part VIII: 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.

Plow Truck including Plow and Salting Equipment. Lawn Maintenance Equipment.

Equipment will be for exclusive use of this site.

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? 7 years

Part IX: 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.

40

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 PART-TIME EMPLOYEES ARE TURNED INTO FULL TIME EQUIVALENTS (FTE) IN THE TOTALS ON THE BOTTOM-See Pg. 19.**

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

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

Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the jobs created within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Full-Time						
Part-Time						
Total AFTER	0					0

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

Provide Any Notes To Job Information Below

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

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

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

Part X: Estimated Project Cost and Financing

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

LAND Acquisition	$	100,000
Existing Building(s) ACQUISITION	$	
Existing Building(s) RENOVATION	$	
NEW Building(s) CONSTRUCTION	$	7,000,000
Site preparation/parking lot construction	$	2,000,000
Machinery & Equipment that is TAXABLE	$	500,000
Machinery & Equipment that is TAX-EXEMPT	$	
Furniture & Fixtures	$	25,000
Installation costs	$	
Architectural & Engineering	$	100,000
Legal Fees (applicant, IDA, bank, other counsel)	$	10,000
Financial (all costs related to project financing)*	$	100,000
Permits (describe below)	$	36,000
Other (describe below) ie: solar decommissioning expense)	$	

Other:	Cost:
1.	
2.	
3.	
4.	
5.	

Subtotal	$	9,871,000
Agency Fee[1]	$	49,355
Total Project Cost	**$**	9,920,355

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

[1] ***See Attached Fee Schedule (Page 26) for Agency Fee amount to be placed on this line.***

Permit/Other Information

Buildng permits.

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.

Community Bank, N.A. has committed to financing the project.

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: ---------- $ 8,600,000

Equity (excluding equity that is attributed to grants/tax credits) -- $ 1,320,355

Tax Exempt Bond Issuance (if applicable) ---------- $ 0

Taxable Bond Issuance (if applicable) ---------- $ 0

Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.---------- $ 0

Identify each Public state and federal grant/credit:

Source		$
Source		$
Source		$
Source		$

Comments:

Total Sources of Funds for Project Costs: $ 9,920,355

Part XI: 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
223.011-0001-028	$ 27,000	$ 0	$ 27,000	$ 1,500	$ 5,400,000

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

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

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

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

198 N. Washington St.

Rome, NY 13440

13(d) Address of Receiver of School Taxes:

409 Bell Road

Rome, NY 13440

Comments

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

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)
COUNTY OF ONEIDA) ss.:

Steven G. Buck, being first duly sworn, deposes and says:

1. That I am the MANAGER (Corporate Office) of DELTA LUXURY TOWNHOMES LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.

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

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 11th day of June, 2021.

(Notary Public)

TINA M. CONTE
Notary Public in the State of New York
Qualified in Oneida County 01CO6370793
My Commission Expires Feb. 12. 20 22

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: Elizabeth Kiley

Name: Elizabeth Kiley

Title: Clerical

Date: 6/9/21

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.

Colonial Square Twin Townhouse

Lot #4 & Lot #5 Independence Square

Utica, NY

GENERAL NOTES

Building occupancy SINGLE FAMILY RESIDENTIAL
Ground snow load: 70#
Wind speed: 90 mph
Weathering: severe
Frost line depth: 48"
Termite: slight to moderate
Decay: none to slight
Winter design temperature: -5
Roof truss design load for minimum 85 PSF ground snow load

DESIGN CRITERIA
Floor live load
Habitable attic & sleeping areas: 30 PSF
All other areas: 40 PSF

All concrete to be minimum compression strength 3,000 psi @ 28 days
All reinforcing steel to be ASTM A615 grade 60

Ceiling insulation to be minimum R-49 with 4 mil poly vapor barrier or vapor barrier paint on ceiling
Wall insulation to be minimum R-21 with 4 mil poly vapor barrier
Foundation wall insulation to be minimum R-11 and extend 4' below outside grade

All windows will have Low "E" glass with argon gas Energy Start Compliant (U factor of .35 or less)
All exterior doors to be steel and/or fiberglass insulated with weatherstripping (U factor of .35 or less)
All window and door headers to have 2" rigid insulation sandwiched between
header components

All floor joists to be # 2 or better SPF or douglas fir with 1x3, 2x2 or metal midspan bridging
All exterior load bearing walls to be #2 or better SPF
Door and window headers 0' - 3' will be 2 - 2x8 #2 or better douglas fir
Door and window headers 4' - 5' will be 2 - 2x10 #2 or better douglas fir
Door and window headers over 5' will be 2 - 2x12 #2 or better douglas fir
Roof trusses to be engineered to support the code required live and dead loads
Pre-engineered roof trusses @ 2'-0" o.c. aligned over wall studs

All hot and cold domestic water supplies to be PEX piping with O2 barrier
All waste and vent piping to be schedule 40 PVC

Alternate precast concrete foundation system (SUPERIOR WALL) may be used
as designed and engineered by manufacturer

Wall separating garage from house to be 45 minute fire rated (5/8" TYPE "X" drywall)
construction with 45 minute rated steel framed fire doors and self closing hinges
Garage ceiling to be 5/8" TYPE "X" drywall
All garage ceilings and walls to have a minimum of 1 application of joint treatment and tape

DRAWING INDEX

N-1 General Notes
F-1 Foundation Plan
A-1 First Floor Plan
A-2 Front Elevation & Rear Elevation
A-3 Left & Right Side Elevation
D-1 Cross Section

NEW YORK STATE ENERGY CONSERVATION REQUIREMENTS
(CHAPTER 5/NON-ELECTRIC HEAT)
RESIDENTIAL WITH WINDOW AREA 15% OF GROSS EXTERIOR WALL
(FOR OTHER APPLICATIONS, SEE NYS ENERGY CODE)

EXTERIOR ENVELOPE (MIN.):
CEILINGS - R-49 INSULATION WITH VAPOR BARRIER
STUD WALLS - R-21 INSULATION WITH VAPOR BARRIER
FLOOR OVERHANGS - R-21 INSULATION WITH VAPOR BARRIER
BLOCK WALLS - R-11 INSULATION TO 48" BELOW GRADE
GLAZING - R 3.3
ENTRANCE DOORS - R 3.3

INFILTRATION LOSSES (MAX.)
WINDOWS - .3 CFM/SQ. FT. OF TOTAL WINDOW AREA
SWINGING DOORS - .5 CFM/SQ. FT. OF DOOR AREA
SLIDING DOORS - .3 CFM/SQ. FT. OF DOOR AREA
ALL DOORS & WINDOWS TO BE WEATHERSTRIPPED
CAULK/SEALER TO BE APPLIED TO ALL JOINTS & OPENINGS IN BUILDING ENVELOPE

HVAC EQUIPMENT PERFORMANCE PER NYS ENERGY CONSERVATION CONSTRUCTION CODE CHAPTER 5, SECTION 503.

WATER HEATING EQUIPMENT PERFORMANCE PER NYS ENERGY CONSERVATION CONSTRUCTION CODE CHAPTER 5, SECTION 504.

ALL FIREPLACE UNITS SHALL HAVE INFILTRATION LOSSES WITH THE DAMPER IN THE CLOSED POSITION NOT TO EXCEED 20 CFM AT .3 INCHES WATER GUAGE. IF THE DAMPENER ALONE DOES NOT MEET THIS REQUIREMENT, TIGHT FITTING NON-COMBUSTIBLE FIREPLACE DOORS SHALL BE USED.

ALL FIREPLACE UNITS SHALL BE PROVIDED WITH A SOURCE OF COMBUSTION AIR, DUCTED FROM THE OUTDOORS, OF SUFFICIENT QUANTITY TO SUPPORT COMBUSTION. THIS SOURCE SHALL BE EQUIPED WITH A DAMPENER CAPABLE OF BEING FULLY CLOSED.

NO DEVICE INSTALLED IN A FIREPLACE THAT USES A GASEOUS FUEL FOR ITS OPERATION SHALL BE EQUIPPED WITH A CONTINUOUSLY OPERATED STANDING PILOT LIGHT.

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, BELIEF, AND PROFESSIONAL JUDGEMENT, THESE PLANS ARE IN COMPLIANCE WITH NEW YORK STATE ENERGY CONSERVATION CODE WITH AMENDMENTS EFFECTIVE AUGUST 1, 2007.

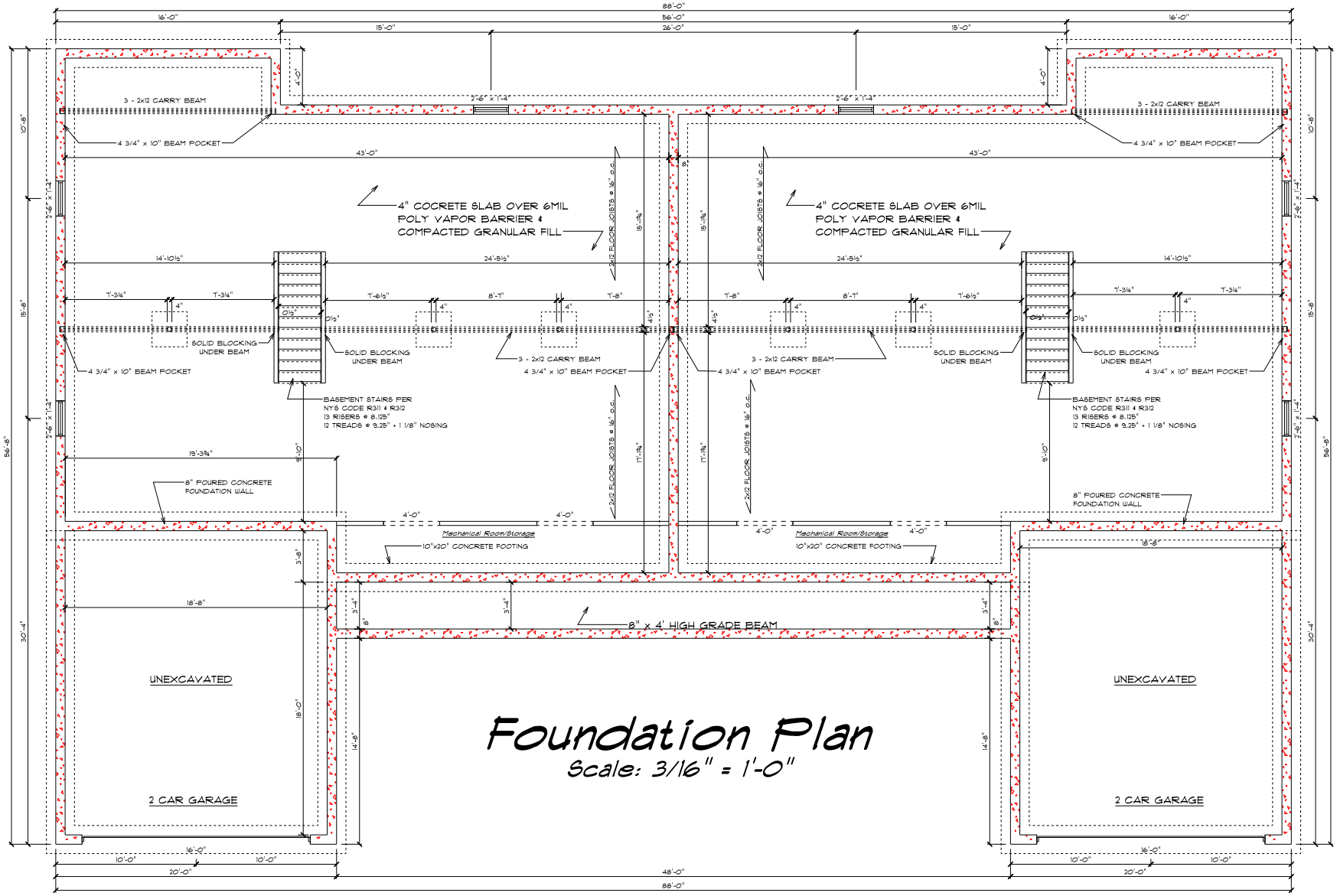
FIRE DETECTION SYSTEM REQUIRED PER NEW YORK STATE CODE.

DRAWING
N-1

REVISED 3/16/2010

Colonial Square Twin Townhouse

Lot #4 & Lot #5 Independence Square
Utica, NY



Foundation Plan

Scale: 3/16" = 1'-0"

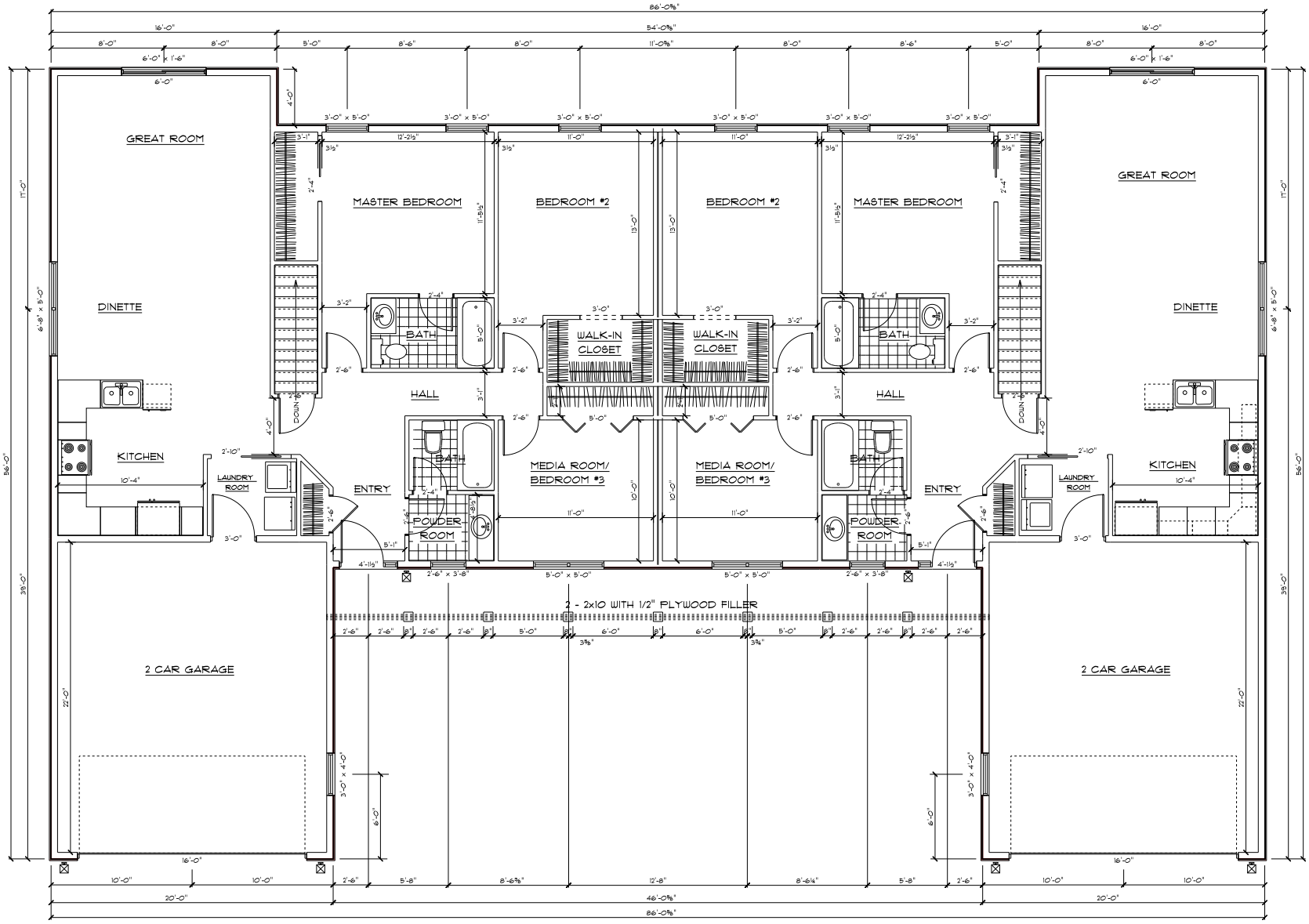
DRAWING
F-1

Revised 3/11/2010

Colonial Square Twin Townhouse

Lot #4 & Lot #5 Independence Square

Utica, NY



Floor Plan

Scale: 3/16" = 1'-0"

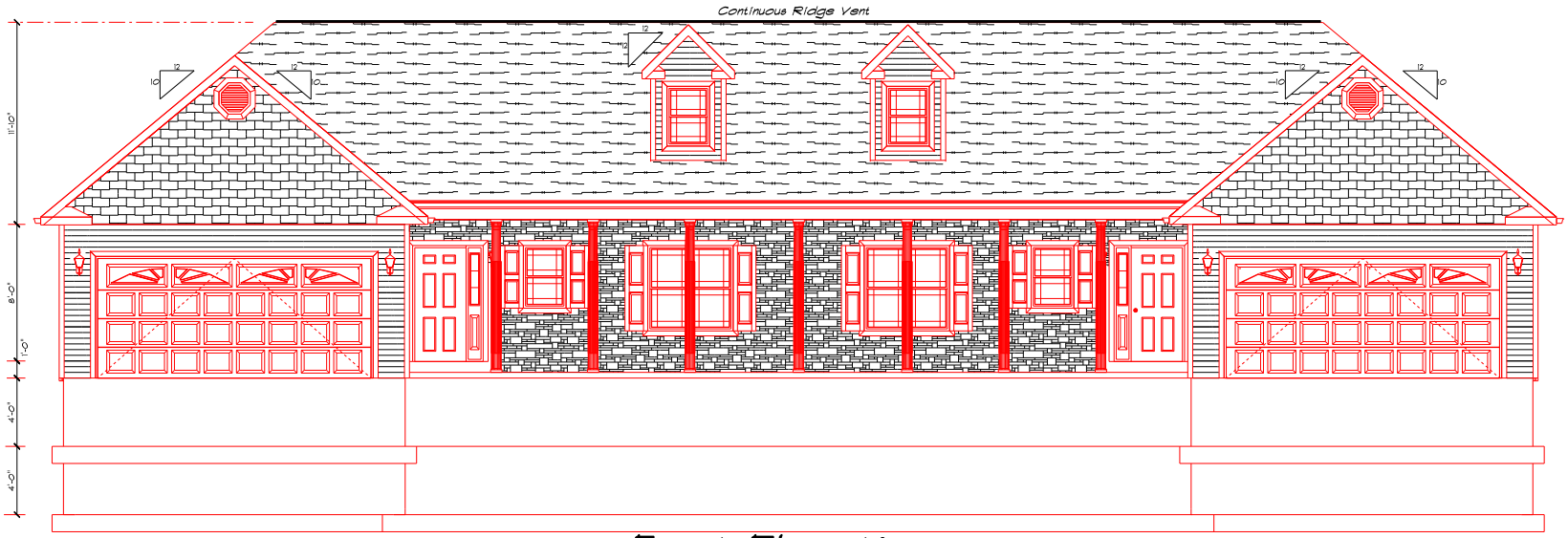
DRAWING

A-1

REVISED 3/11/2010

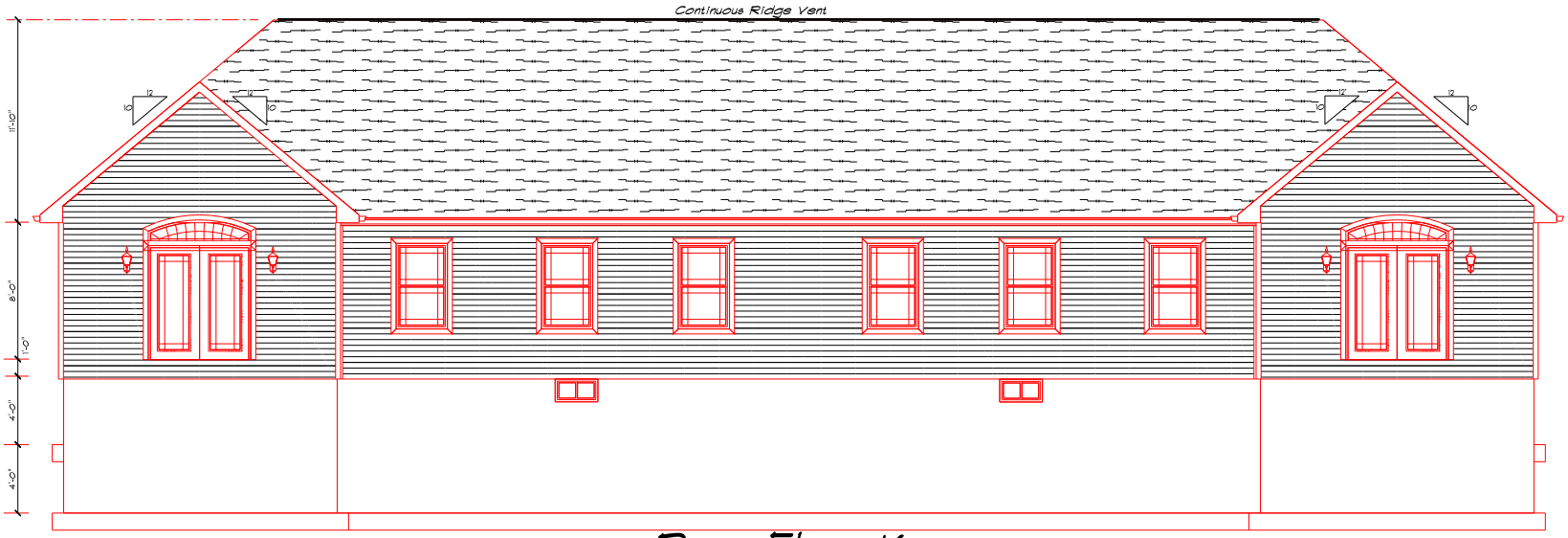
Colonial Square Twin Townhouse

Lot #4 & Lot #5 Independence Square
Utica, NY



Front Elevation

Scale: 3/16" = 1'-0"



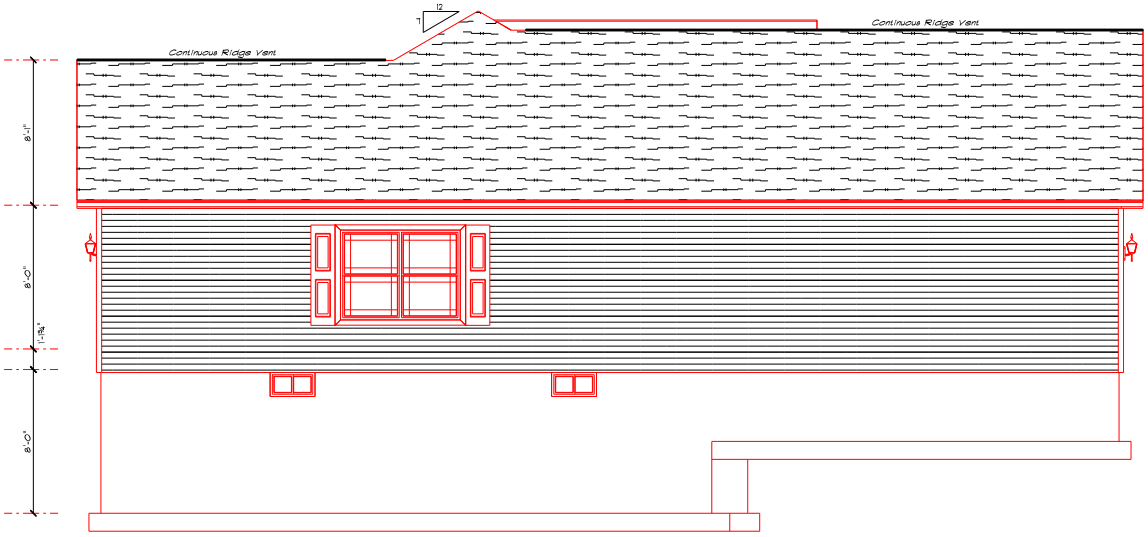
Rear Elevation

Scale: 3/16" = 1'-0"

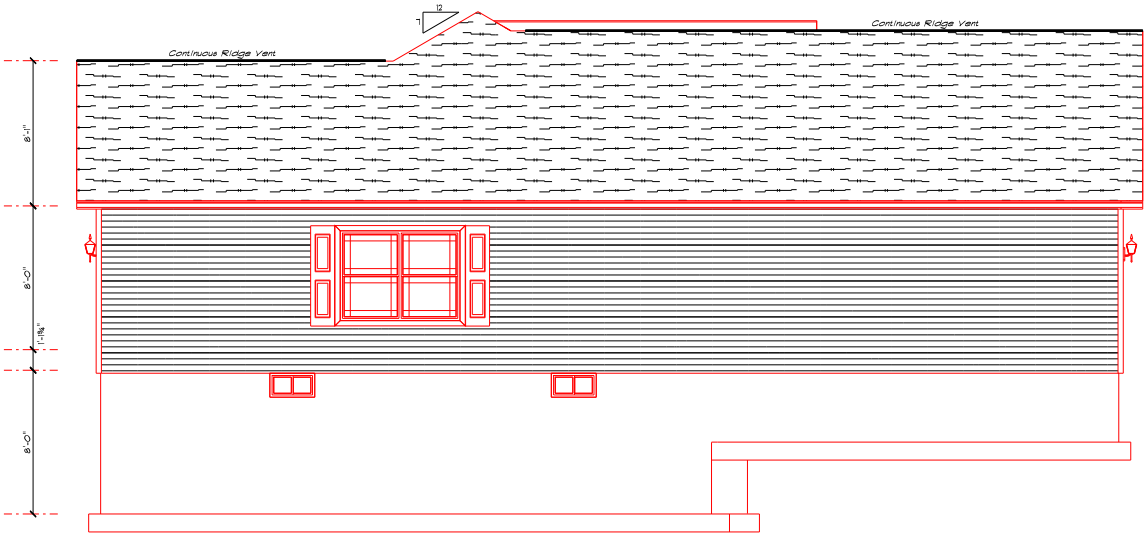
DRAWING
A-2
REVISED 3/11/2010

Colonial Square Twin Townhouse

Lot #4 & Lot #5 Independence Square
Utica, NY



Right Side Elevation
Scale: 3/16" = 1'-0"

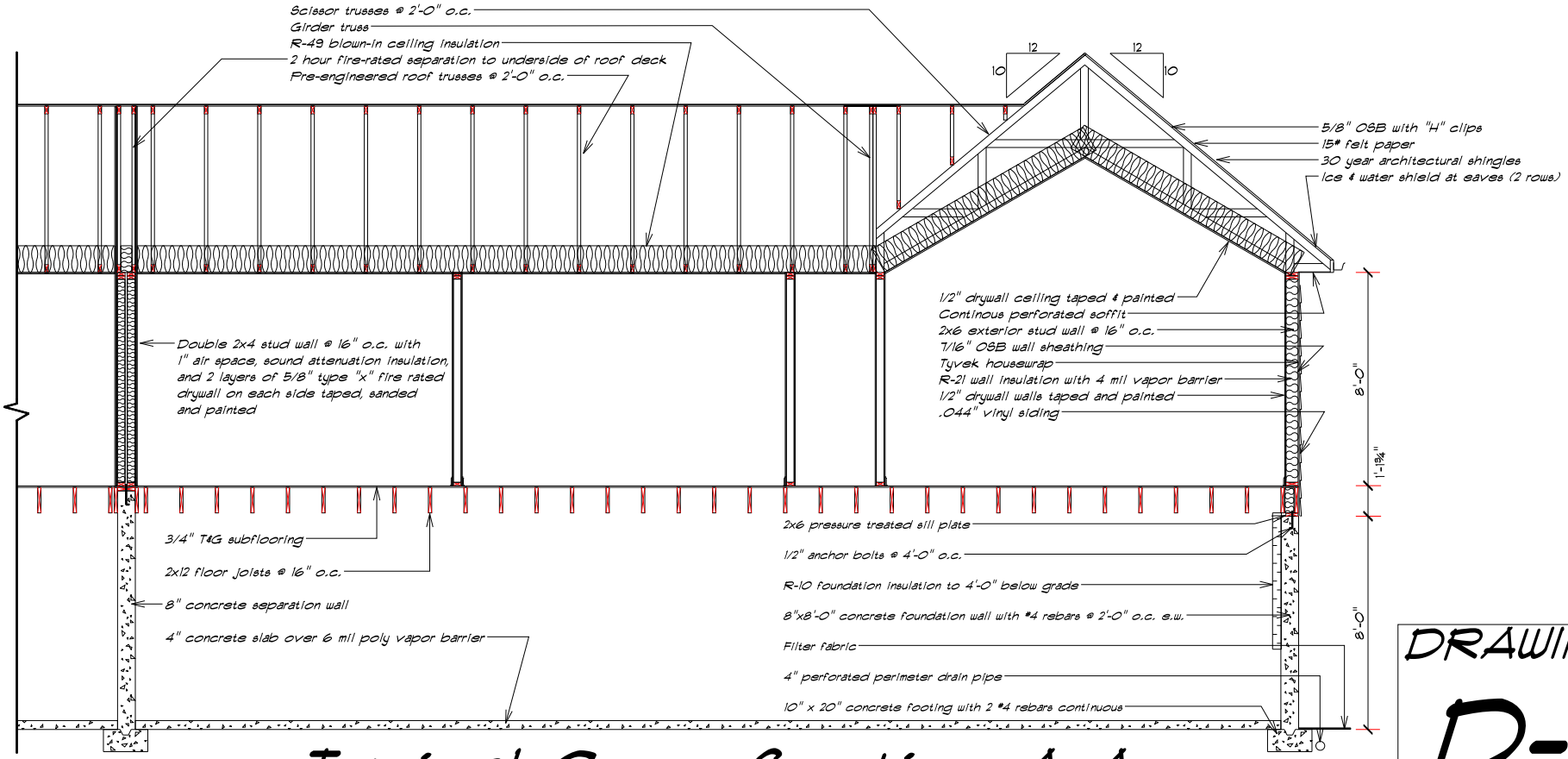


Right Side Elevation
Scale: 3/16" = 1'-0"

DRAWING
A-3
REVISED 3/16/2010

Colonial Square Twin Townhouse

Lot #4 & Lot #5 Independence Square
Utica, NY



Typical Cross Section A-A

Scale: 3/8" = 1'-0"

DRAWING

D-1

REVISED 3/16/2010

SHEET#	OVERLAY#
	JOB#

OVERLAY KEY	SCREEN	EACH OVERLAY#
1		
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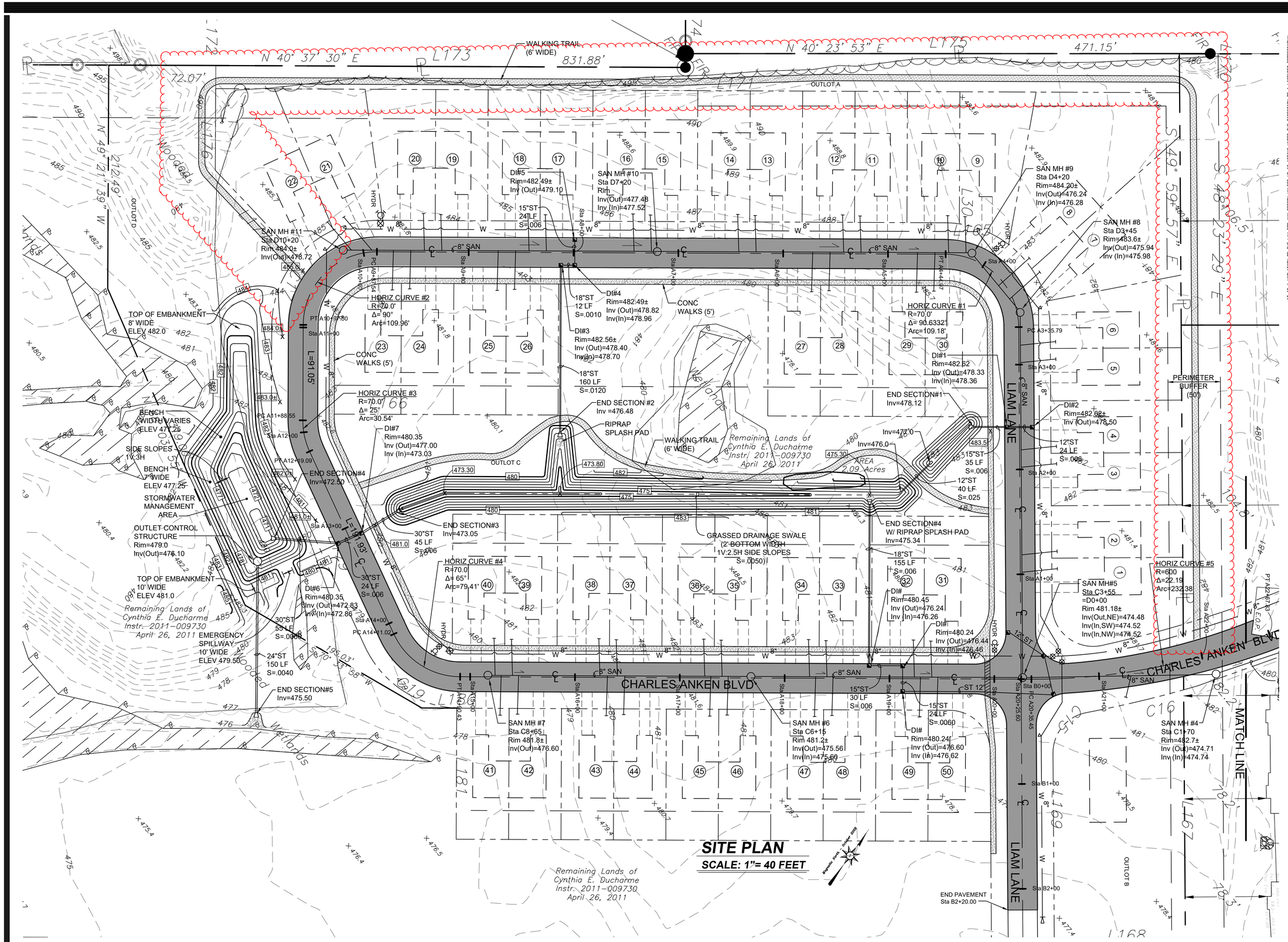
ISSUE DATE: REVISION# REVISION DATE:



ALAN M. SWIERCZEK, P.E.
P.O. BOX 204
WHITESBORO, N.Y. 13492
AMSPE@aol.com

IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ARCHITECT/ENGINEER TO ALTER THIS DRAWING IN ANY WAY. ALTERATIONS MUST HAVE THE SEAL, AFFIXED ALONG WITH A DESCRIPTION OF THE ALTERATION, THE SIGNATURE AND DATE.

DELTA COMMUNITY
SECTION 2
CHARLES ANKEN BOULEVARD
CITY OF ROME — ONEIDA COUNTY N.Y.

PROJECT NO.

REVISION	DATE	BY

DATE	09-27-21
DRAWN BY	PCS
CHECKED BY	
APPROVED	AMS
SCALE	AS NOTED

SHEET TITLE
SITE PLAN

SHEET NO.
C101

Rome Multi-Family Rental Housing Update
Prepared for: Buck Construction

Goal of the market update: To analyze the multi-family housing market for Rome, NY to supplement previously prepared market studies prepared by The Williams Group Real Estate Advisors LLC for CT Male in April, 2017. The objective is to perform a cursory market analysis to support 36 additional 3-bedrrom rental housing units in Rome, NY at a rental rate of $2200 per month.

Demographic Summary and Update: Rome is a city in Oneida County in upstate New York with a population of 32,09 . The population is on a slow decline at 0.09% annually. The median household income is $48,659 and average income is $61,700. The Rome metro area population is 287,000 and also declining at 0.42% annually. While, the population is on the decline, certain age cohorts of the population are being attracted to Rome and the region. Most notably 25 to 35 year-olds with college and STEM educations that can meet the demand of the growing technology concentrations.

Housing: Home ownership is 79% of married people and the overall home ownership rate is 55%, which is slightly lower than US averages. Therefore, 45% of homes are rental units. Most of the housing stock was built before 1939, suggesting an older housing stock that needs updating for today's market demands.

DRAFT June 14, 2021

Education: Almost 13% of adults have a bachelor's degree which is higher than US averages and over 8% have graduate degrees. This supports the regional attraction of workers that can meet the employment demands for technology.

Economic Trends: Over a decade ago, Marcy, less than 15 miles to the west, embarked on the development of the Nanocenter to attract technology business to the region. In 2019, CREE announced plans to build a $1 billion, 200 mm silicon carbide wafer fabrication facility at the Marcy Nanocenter, the largest facility of its kind in the world.

In 2009, in Malta NY, Global Foundries, a tech giant for development of chips and related products, opened and now employs 15,000 employees and the economic impact in the region is enormous, especially in terms of attracting the suppliers to feed the raw parts for the chips. Malta is 100 miles from Rome, NY.

Albany, just to the south of Malta is home to over 100,000 college students including many of those in the technology fields. As such, Rome is poised in terms of its geographic location to take advantage of this emerging market of technology.

In Rome, the Griffiss Tech Park is now home to 72 businesses and almost 6000 employees, most employees are highly trained, well-educated and younger than the average age in the demographics of 39 years old. Most have college degrees at the bachelor level or graduate degrees in the STEM fields.

In summary, the region is a growing technology business concentration and with this the region is attracting a younger and highly educated workforce that needs housing.

Rome, NY and How it Fits into the Regional Opportunities:

Most of the housing in Rome is old and obsolete. There are very few new housing developments that would be attractive to the workers that would be employed at any of the number of economic generators discussed above.

Affordability of housing based on median household income is approximately $1350 per month. This is the figure that HUD uses for affordability. However, using average HHI, the monthly rental income that is affordable is $1577 based on 33% of monthly household income. The average rental rate for Rome is under $800 per month for units due to the age and quality of the units.[1] Existing housing stock is highly affordable yet unappealing to new residents.

DRAFT June 14, 2021

Average base pay of a software engineer in Rome, NY (according to Glassdoor, June 2021) is over $100,000. This would make rental affordability for just one person to be $2750 per month.

For housing developers, the potential to attract well paid tech- workers to live in Rome as well as to meet the limited new multifamily housing inventory equates to pent up demand making Rome a unique place for Multifamily development opportunities.

Without analyzing more than economic trends, housing and affordability, it is clear that Rome has a future in quality and up-to date housing due to its superior interstate access on I-90, proximity in between the major tech and educational centers, and low inventory of new housing.

Multi-family Real Estate Market Summary:

US and Regional Multi-family Markets:

[1] Datausa.io, June 2021

According to CBRE, Multi- family vacancies in the US are still strong at 5%. While rentals have long been popular with the Millennials, that group will continue to move into home ownership but at a modest pace. The emphasis is shifting toward the suburbs and small cities even for mid-rise development but must have an "urbanesque" feel are on the rise, but still below 5.1% which is strong. Suburbs are outperforming cities nationally as Millennials and Empty Nesters escape downtown amid the pandemic, and as more work from home the trend is expected to continue for the long haul.

New trends are showing that renters and buyers are now demanding at least one home office or even two so it is changing design dramatically. It is increasing the size of the floor plates in demand, and demand shifting more to low rise and garden style apartments, and townhouses. Renters also want more outdoor space and less density

According to CBRE in 4Q 2020, Multifamily weathered the 2020 recession better than most property sectors—only industrial held up better—and market deterioration was far less than in previous recessions. CBRE forecasts a return to pre-COVID national vacancy levels and a 6% increase in net effective rents in 2021, with a full market recovery occurring in early 2022. The economic rebound will lead to rising multifamily demand, largely from "unbundling"—certain renters moving out of their parents' homes or those of friends as job opportunities provide more financial flexibility to live independently. Demand levels in 2021 likely will fall short of pre-COVID peaks in 2018 and 2019 but should rise significantly from 2020.

DRAFT June 14, 2021

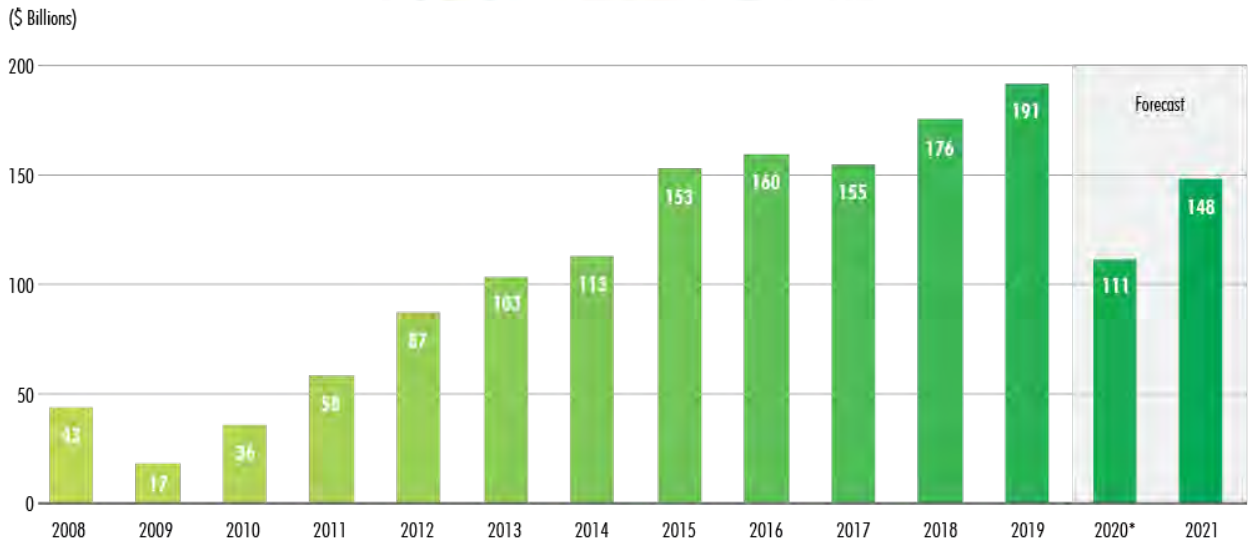
Vacancy rates for affordable multifamily housing will remain relatively low in 2021.

Development will remain robust next year. Most of 2021's scheduled deliveries were started long before COVID-19 and likely will reach 280,000 units on top of the estimated 300,000-unit total this year. This level of new supply will temper improvement in Class A vacancies and rents in many markets.[2]

CBRE forecasts a continuation of low interest rates next year. Favorable mortgage rates will provide further incentive for increased investment. The two key multifamily lenders—Fannie Mae and Freddie Mac—should have sizeable capital availability to support increased buying activity.

FIGURE 15: MULTIFAMILY INVESTMENT TO REBOUND WITH 33% GROWTH IN 2021

[2] CBRE.US, Americas Outlook 2021, Multifamily



*2020 forecast is based on actual numbers through September.
Source: CBRE Research, Real Capital Analytics (historical), Q4 2020.

The national multi-family trends and forecasts are important to lenders and investors as well as builders in smaller markets. Rome is a small city nested between economic generators with a low quality rental housing inventory.

DRAFT June 14, 2021

Rome Multifamily Real Estate Market update:

Overall, the market has a large supply an older apartments of sub-divided homes that are rental units. There are also some small garden style developments but all are older and obsolete in today's market. In terms of new units that meet the demand of the target market, there is limited inventory. There are approximately 500 units of mid to upscale multifamily housing in the Rome regional market. Of the units analyzed, 124 units were built in the 1970's and while well maintained, they are 50 years old and do not have the amenities that current renters in the upscale market are looking for. Therefore, there are less than 400 competitive units in the Rome/Utica market. Of these units, there are either wait lists of vacancies less than 5% which indicates a strong pend up demand for units. Rental rates ranged from $1.25 to $1.0 PSF per month. The target rents of the subject property are $1.47 which is well within rage for new project with amenities.

In the sub-market for unit that are in demand, residents are expecting laundry in units, upscale finishes and amenities includes stainless steel appliance, stone countertops, internet access, on site recreational spaces, community or common space and at least one covered or garage parking space. The subject property has all these amenities and offers potential for a couple or small family with an in-home office.

THE WILLIAMS GROUP
REAL ESTATE ADVISORY SERVICES

Comparable and Competition

Description	address	proximity to site (miles)	# of units	unit breakdown	baths	rent	$/sf rent	occupancy	description	amenities	comparable to project site	image
Subject Property	5807 Merrick Rd, Rome NY	0	36	3 bedrooms	2	$2,200	$ 1.47	not yet built	1500 sf units--single story with attached garage	SS appliance, plank floors, wood and stone siding		
Air City Loft Apartments	85 Hanger Rd, Rome, NY	10 miles south east	84	1 to 3 bedrooms	2	$1250 to $2115/month	$ 1.50	80%	four (4) story new development, bright, spacious, loft style, stainless steel appliances, nice sleek modern finishes, terraces, in unit washer dryers	covered parking, internet included, resident lounge, rooftop deck, fitness center, FOB access, bike storage	targeting young high tech workers--near air strip	
Deerfield Place	1 Patriot Circle, Utica	15 miles west	156	1 to 3 bedroom town. Houses	2.5	$2295 for 3 bed, 2.5 bath	$ 1.22	95%. And wait lis	1800 sf 3 bedrooms town houses as part of mixed new townhouse development includes gym	in unit washer dryers, SS appliances, granite counter tops plus pool and clubhouse	rents less $ than subject site and more amenities	
Rome Towers	1625 Black river blvd, Rome	5 miels north	124	1 adb 2 bedroom sunits	1 to 1.5	$1200 for 2 bedrooms	$ 1.04	90% occupied	1 and 2 bedrrosm units, 90% occupied, updated and clean, but low ceilings--most have balconies	common laurdry area	very dated, 1970's largest unit 1150 sf	
Lofts at Globe Mill	811 Court Street, Utica	15 miels west	149	brand new 1 and 2,3 bedroom loftds	up to 2 baths		$ 1.25	over 95% occupied, no 3 bedroom untis available	internet, Ss appliances, tiel floors, high ceilings, new	common laundry, clubhouse, lounge, historic district	in old lfot building, surface parking, more urban	

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Multi-family Findings:

While recent history and the decline in manufacturing may have signaled young and educated populations to leave the area, the Marcy and GBTP workforce hubs need the educated individuals. Once again, the opportunity appears to be in the development of housing and amenities that would be attractive to this educated workforce that may be living outside of Rome where there may be interesting housing stock with urban and hip amenities.

Real Estate Findings: In terms of real estate, the market data shows potential for additional product that includes the multi-family housing market. This real estate category has the most real estate market data support of all real estate uses and is uniquely positioned to support economic development by adding inventory to support regional job creation.

Multi-family: There are two major sectors to residential, multi-family rental apartment and single family/townhomes. Overall, the multi-family apartment rental is the most in demand nationwide and appeals to a demographic that Rome needs to attract, young college graduates and Millennials. Empty nesters are also a demand generator of the same products. The existing supply is very low on new, amenity rich, multi- family units. Demographics support new build. Meeting the needs of jobs created at Marcy and GBTP also supports new build. In terms of existing supply, most of the existing supply is single family residential or sub-divided homes.

Therefore, the findings support at least 36 units of upscale amenity rich rental housing, primarily based on demographic (population) and workforce capture and affordability.

Overall, the summary analysis of economic, demographics and multi-family real estate market concludes that:

- Vacancy rates are less than 5% which is strong and market supportable
- Market rental rates are $1.25 to $1.45 PSF which is in line $2200 for a 3 bedroom 2 bath unit proposed in the subject property are supportable
- Additional units would have market support as well

DRAFT June 14, 2021

THE BUCK GROUP LLC

105 MAIN STREET WHITESBORO, NY 13492
PHN 315-736-0865 FAX 315-768-4835

CONTRACT TO PURCHASE

PROPERTY:

Purchaser agrees to purchase and seller agrees to sell all property being 52.22 acres +/- of vacant land, being all of Tax Map Parcel No. 223.011-0001-028, located in the city of Rome, Oneida County, New York. USA.

PURCHASE PRICE:

Purchase price amount of $720.000.00, SEVEN HUNDRED TWENTY THOUSAND and 00/100 DOLLARS, payable as follows:
Upon closing the buyer shall pay to the seller $60,000.00 for the 1st year and upon each coming year for the next 4 consecutive years, buyer shall convey 25% of the unpaid balance to the seller on or by June 1st of each year. The Balance may be paid to the seller earlier, but will not to effect the price of the unpaid balance. If the unpaid balance is not paid by the end of the term described herein, a 5.5% APR finance charge will be assessed from that point on, for the unpaid balance until the buyer has fulfilled payment of the amounts herein.

The seller within the provisions above shall finance the balance of $660,000.00 to be paid incrementally over the next 4 years from the date of closing as stated herein. Note and Mortgage shall contain all standard terms customary to Oneida County, New York. The Note and Mortgage shall be prepared by the seller's attorney, at buyer's expense, for review and approval by the buyer's attorney.

Upon completion of the project on the aforementioned property the seller shall be reimbursed for the 1.22 acres for the ROW.

PURCHASER HAS AGREED TO LEASE UN-USED BALANCE OF LAND FOR FARMING UPON TERMS MUTUALLY ACCEPTABLE TO PURCHASER AND CHARLES DAVID ANKEN.
Not withstanding above, this Sale is subject to any and all Leases for the current crop year.

ABSTRACTS, TAX RECEIPTS, AND SURVEY:

The Seller shall provide the Purchaser: (1) a current Abstract of Title going back at least 40 years and starting with a Warranty Deed for each parcel herein contained; (2) official property Tax Search, together with current Tax Receipts showing that all property taxes for the parcel have been paid; (3) copies of any Surveys that the Seller may have pertaining to said property.

TITLE:

At the time of closing, the Purchaser shall pay for the cost of the transfer of goods and marketable title to the property, subject to building and use restrictions and governmental laws (provided there are no existing violations), utility easements benefiting this property and taxes for local improvements not then due. Such title shall be free and clear from the rights of others (liens and encumbrances), unless set forth herein. Buyer shall assume payment of all taxes and

charges henceforth after closing and provide the seller with proof of payment until financial obligation has been fulfilled to the seller.

DEED:

At the time of closing, the Purchaser shall have executed and paid for the delivery of the title by Warranty Deed with lien covenant, Gains Tax Affidavit (Form TP-584) or Tentative Assessment issued by the Department of Finance and Taxation pursuant to Article 31-B of the Tax law; Form EA-5217 (Equalization and Assessment Form); and all other documents reasonably required by the Purchaser in connection with either the sale or mortgage transactions contemplated by this Contract.

ADJUSTMENTS:

Prepaid or unpaid charges (interest, rents, taxes, water and fuel oil) shall be prorated and adjusted as of the closing date.

INSPECTION:

Purchaser has a right of reasonable inspection of the property prior to closing, as well as the right to enter onto said property for the purpose of conducting any necessary test holes, engineering, surveying, and any other testing necessary to fulfill the intent of this Agreement in furtherance of the approvals being sought. Purchaser shall hold Seller harmless and indemnify Seller for any damages resulting as a result of the exercise of such right, and shall be responsible to return the premises to its pre-inspection pre-entry condition or better.

POSSESSION:

Possession of the premises herein shall be delivered upon closing.

RECORDING EXPENSES:

Purchaser shall pay for the applicable mortgage recording tax and any related recording fees. Seller shall pay for the transfer tax.

RISK OF LOSS:

The risk of loss or damage of the property by fire or other causes until closing remains with the Seller until closing.

BROKER:

There is no broker or real estate agent involved in this transaction.

PERSONS BOUND:

THIS DOCUMENT, AND ADDENDA, WHEN SIGNED BY BOTH PARTIES, SHALL BE A BINDING CONTRACT. IT SHALL BIND BOTH PARTIES HERETO AND THEIR ESTATES. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES AND MAY NOT

BE CHANGED ORALLY AND MAY BE MODIFIED ONLY IN WRITING WITH THE APPROVAL OF BOTH PARTIES.

CONTINGENCIES:

THIS SALE SHALL BE CONTINGENT UPON:

1. Approval of City of Rome for development and construction of a multi-family/mixed use and single family project. Said contingency must be within 120 days of Contract execution.
2. Subdivision approval by the City of Rome within 120 days of Contract execution.

All expenses attributable to the above referenced contingencies shall be paid for by Purchaser, and Seller shall be harmless therefrom.

If the above contingencies are not met by Purchaser within time-frames noted, this Offer shall become null and void, at option of Seller.

3. All land improvements are to be the responsibility of the buyer and free of burden to the seller.

4. The buyer agrees to name the main road of the complex for Charlie Anken. Eg. Charlie Anken Way, Charlie Anken Road, Charlie Anken Blvd ect.

CLOSING:

Transfer is to be completed at the office of Buyer's attorney or location agreed upon, on before JULY 15, 2014 or as soon thereafter as the abstracts can be brought to date; ***TIME BEING OF THE ESSENCE.***

ASSIGNMENT:

This Offer may be assigned to an individual or corporation for the purpose of holding title thereto. However, Purchaser shall remain responsible for the faithful performance of the Contract.

THIS AGREEMENT, when signed, shall constitute a binding Agreement between parties hereto and shall bind and inure to their benefit.

Agreed To This 1st Day of APRIL, 2014

Member

The Buck Group

Cynthia E. Ducharme

Cynthia E. Ducharme

Community Bank N.A.

May 4, 2021

Entity to be formed (The Delta)
Attn: Christopher S. Buck
105 Main Street
Whitesboro, New York 13492

Dear Mr. Buck:

Community Bank, National Association (the "Lender") is pleased to advise the Entity to be formed, The Delta, (the "Borrower") that we have approved your request for a commercial construction line of credit to convert to a permanent mortgage (the "Loan"). The basic terms and conditions of the Loan are set forth below in this commitment letter (the "Commitment").

This Commitment is based on Lender's present understanding of the information provided by the Borrower to the Lender in connection with Borrower's request for funding, including but not limited to, the proposed collateral, Borrower's financial condition, and business operations. If additional information or changed facts or circumstances become known to the Lender, the Lender may impose additional terms and conditions with respect to the funding or withdraw this Commitment.

I. General Terms and Conditions

A. Loan Amount
Up to $7,411,000.00 Construction Line of Credit to Permanent Mortgage.

B. Use of Proceeds
To fund the construction of 36 townhouses known as the "Delta" project off of Merrick Road in Rome, New York.

C. Loan Term

Draw Period: Up to 36 months. Advances will require:
- A Building Loan Agreement.
- Pre-determined number of inspections acceptable to the Lender to be made by a third-party supported by adequate AIA forms and invoices.
- Acceptable title verification on the Premises according to Lender's Counsel, to include lien waivers.
- A Notice of Lending at Lender's Counsel's discretion.
- No more than one (1) advance per month.
- See additional conditions below.

Permanent Loan: Provided there is no default in the Construction Line of Credit, the Construction Line of Credit will automatically convert to a permanent commercial mortgage. At conversion, the Loan will have an 84 month term, amortized over 240 months. Conversion will require:
- Acceptable title verification on the Premises according to Lender's Counsel.
- Final lien waivers by contractors.
- Final inspection certifying as complete.
- All required municipal approvals customary for similar transactions.

- Final Certificate of Occupancy.

D. Interest Rate

Draw Period & Permanent Loan: The interest rate will be calculated at a fixed rate of 2.00% in excess of the most recent yield expressed as a percentage on United States Treasury obligations with a constant ten (10) year maturity, as such yield was published by the Board of Governors of the Federal Reserve System in the Federal Reserve Statistical Release H.15 (519). This rate will be locked at closing and will not be re-calculated. The rate will never be less than 3.50%.

E. Payment Schedule

Draw Period: Interest only monthly.
Based on the extended draw period of 36 months the Borrower and Bank will negotiate a potential additional principal payment (after 18 months) to be made based on the number of units rented prior to the conversion to permanent loan.

Permanent Loan: 84 monthly payments of principal and interest in an amount sufficient to amortize the loan amount over the 240 month amortization period. Assuming a loan amount of $7,411,000.00 and an interest rate of 3.65% per annum, the monthly payment amount is estimated at $43,761.76. If the interest rate changes, the monthly payment amount may change.

F. Guaranty

Payment of the Borrower's indebtedness to Lender shall be guaranteed, without limitation, by Christopher S. Buck and Steven G. Buck (the "Guarantor").

G. Prepayment Penalty

Draw Period: There shall be a prepayment penalty in the amount of 1% throughout the draw period.

Permanent Loan: There shall be a prepayment penalty of 5% in year 1, 4% in year 2, 3% in year 3, 2% in year 4 and 1% in year 5, of the then outstanding principal balance during the Permanent Loan. The prepayment penalty will be applied only if the Loan is refinanced with another financial institution.

H. Late Payment Fee

If any scheduled payment is not made within 10 days of its due date, Lender may impose a late payment fee equal to the greater of $25.00 or 5% of the overdue payment.

I. Tax Monitoring Fee

A tax monitoring fee will be collected at closing.

J. Commitment Fee

A commitment fee in the amount of $7,500.00 will be collected at closing.

K. Collateral

1. First mortgage on the property located at the new road behind Merrick Road, Rome, New York (the "Premises").
2. Assignment of rents and leases on the Premises.
3. First security interest in all fixtures, furniture and equipment located at or associated with the Premises.
4. Assignment of existing Life Insurance policies on the life of Christopher S. Buck, in a combined amount not less than $2,750,000.00.

L. Building Loan Agreement

Advances under the Construction Loan will be made pursuant to a building loan agreement ("Building Loan Agreement"). The Building Loan Agreement will provide, by way of illustration, but not by way of limitation, that advances will be made based on written requisitions submitted no more frequently than monthly for actual construction costs incurred based on the certification of the Lender's architect or other inspector as a result of their inspections. All architect and engineering fees incurred by the Lender as a result of retaining such persons with respect to the Construction Loan will be paid by the Borrower. The Lender's construction monitoring consultant will review and approve the plans and specs, at the Borrower's expense. All advances are to be based on standard general contractor AIA requisition forms. All advance requests will be delivered by Borrower to the Lender on or before the 10th day of each month and will provide the Lender ten (10) business days to review such request prior to the scheduled advance dates. All advances will be subject to a ten percent (10%) retainage from the AIA requisition forms. Each certification will set forth the value of the work completed and include statements that the work completed to date has been performed substantially in accordance with the final working plans submitted to and approved by the Lender prior to the Closing Date of the Construction Loan, that as of the date of such certificate, the construction work is within budget and that such work is on schedule. The Borrower's architect or engineer, as applicable, will further attest to such certification addressed to the Lender. Material changes in the plans, and in any event, any change in the plans which causes a single change order under the general construction contract in excess of twenty five thousand dollars ($25,000) or in the aggregate with all other change orders exceeds five percent (5%) of the total contract price must be approved by the Lender in writing as a condition to the effectiveness of such change order. A lien waiver from Borrower's general contractor and such documents and instruments necessary for the Lender to insure that there are no liens or encumbrances upon the Real Property will be provided by the Borrower to the Lender in a form reasonably requested by the Lender as a condition to the Lender's obligation to make any Construction Loan advance. The Lender reserves the right to complete a site inspection with each draw and at any time during the construction.

II. Loan Covenants

A. Borrower and Guarantor agree to adhere to normal Affirmative and Negative Covenants that will further be defined in the Loan Documents with the Lender. Those Covenants will include but not be limited to:

1. To provide Lender with the following financial information:

a) As soon as available, but in no event later than one-hundred twenty (120) days after fiscal year-end, or within thirty (30) days of filing, annual submission of federal tax returns (including schedules and attachments) for the Borrower.

b) As soon as available, but in no event later than one-hundred twenty (120) days after fiscal year-end, annual submission of rent rolls for the Borrower.

c) As soon as available, but in no event later than one-hundred twenty (120) days after calendar year-end, annual submission of personal financial statement for the Guarantor.

d) As soon as available, but in no event later than one-hundred twenty (120) days after calendar year-end or within thirty (30) days of filing, annual submission of federal tax return (including schedules and attachments) for the Guarantor.

e) From time to time, any such other financial information with respect to the Borrower and/or Guarantor, as the Lender may request.

2. Borrower is required to maintain a depository relationship with the Lender for the life of the Loan.

3. Borrower is required to maintain a minimum Debt Service Coverage Ratio of 1.15x, before distributions and a minimum Debt Service Coverage Ratio of 1.10x, after distributions, to be tested annually beginning fiscal year-end 2025 and every year thereafter. Debt Service Coverage Ratio, before distributions, will be defined as: (Current Year's Net Profit + / - Extraordinary Items + Depreciation Expense + Amortization Expense + Interest Expense) divided by (All contractual debt service payments required to be made during the borrower's fiscal year per the term of every loan, capital lease or other debt obligation that was outstanding at any time during said fiscal year). Debt Service Coverage Ratio, after distributions, will be defined as: Current Year's Net Profit + / - Extraordinary Items + Depreciation Expense + Amortization Expense + Interest Expense – Distributions) divided by (All contractual debt service payments required to be made during the Borrower's fiscal year per the term of every loan, capital lease or other debt obligation that was outstanding at any time during said fiscal year).

III. Prerequisites for Closing

The following specific conditions must be satisfied prior to the closing of the Loan:

A. Appraisal

Lender shall be in receipt of a Bank-commissioned comprehensive appraisal of the Premises that is for the benefit of the Lender as intended user at the Borrower's expense, prepared by an individual or company qualified and approved by Lender, and reconciled by and acceptable to Lender's Real Estate Department.

If the value of the Premises, as determined by the completed comprehensive appraisal, is insufficient to support loan to value of 80% of the "as-complete" appraised value, then the actual loan amount may be lower.

Please submit the following items to Lender upon acceptance of this commitment to expedite the appraisal process:

- A copy of the recorded deed
- Current paid property tax receipts or unpaid bills
- A copy of an existing survey, if available
- Copy of final construction, estimate, schedule and cost

B. Construction Budget, Plans & Specifications and Permits

Lender and Lender's independent construction monitoring firm must be in receipt and satisfactory review of construction budget, any permits and construction plans and specifications, in a form acceptable to the Lender.

- Final approval for subdivision and road dedication to the City of Rome to be provided to Bank.
- Pre-Approval that Bank will release road to be built to the City of Rome.

C. Construction Contract

Lender must be in receipt and satisfactory review of any construction contract pertaining to the project.

D. Deed

The real property must be solely owned by the Borrower and cannot be subject to any life estate,

right of occupancy, lease, reversion or similar restriction which would require the consent or participation of any other person or entity.

E. Equity
The Borrower's will be required to make a cash or construction equity injection in the project in an amount not less than $800,000.00, which can be funded throughout the project and/or as part of the retainage which will not be repaid upon completion.

F. Taxes
Lender shall be in receipt of satisfactory evidence that all property taxes on the Premises are paid and current.

G. Leases
Borrower will provide executed copies of all leases relating to the Premises. Said leases shall be in form and substance satisfactory to Lender. All provisions in the leases, including but not limited to, term, rent, utility and operating expense provisions shall be subject to Lender's review and approval.

H. Environmental Reports
Closing of the Loan is subject to the satisfactory completion of the Lender's environmental due diligence process and the Borrower's execution of a Lender-approved environmental indemnification agreement. Due diligence may include, among other things, collateral screen reports, full transaction screen reports, Phase I and/or Phase II environmental assessments, or any combination thereof as determined by the Lender in its sole discretion. All third party reports will be prepared in accordance with all applicable standards as determined by the Lender, and will be prepared by environmental professionals acceptable to the Lender. All such reports must indicate (i) the absence of asbestos, petroleum, other hazardous materials, hazardous wastes and/or toxic substances on, under or from the real property of the Borrower and surrounding areas, and (ii) satisfactory disposition of all matters disclosed by such reports. Any Phase I or Phase II environmental reports commissioned in connection with the Loan must be addressed to the Lender and the Borrower, and the environmental professional must stipulate that the Lender may rely on the conclusions presented in the report. The Borrower agrees to bear the full cost of any third party environmental reports, which will be commissioned by the Lender, and will also bear the cost of any third party review thereof.

I. Zoning and Land Use
Lender shall be in receipt of proper evidence that the Premises complies, in all material respects, with all applicable building, zoning and land use, environmental protection, sanitary and safety laws, and rules and regulations.

J. Evidence of Title and Priority of Lien
Lender shall be in receipt of a duly executed ALTA mortgagee title insurance policy (or a duly executed title insurance binder to be supplemented promptly after the Closing Date by a final policy) issued by a title company reasonably satisfactory to the Lender up to the full amount of the Loan secured by mortgages, demonstrating that the Lender is the holder of valid and respective first mortgage on the Real Property free and clear of all liens, encumbrances and exceptions other than those specifically approved by the Lender. The policy will also contain such other affirmative endorsements as the Lender may reasonably require including commercial environmental, variable rate, waiver of arbitration, same as survey and ALTA-9. The Lender must also receive personal property searches, certificates of good standing, franchise tax searches, UCC searches and all other searches reasonably required by the Lender to demonstrate the good standing of the Borrower and that its property is free and clear of any liens and encumbrances and that the Borrower, any Entity Guarantor and all of their respective members and directors as applicable have authorized the Borrower and any Entity Guarantor to enter into and consummate the transactions contemplated by the Loan described herein.

K. Organizational Documents

If the Borrower or the Guarantor is a corporation, limited liability company, or partnership, Lender shall be in receipt of copies of the Certificate of incorporation, Bylaws, Articles or Organization, Operating Agreement, Partnership Certificate and Partnership Agreement, whichever shall apply. In the case of a corporation or limited liability company, Lender shall be in receipt of a current Certificate of Good Standing. In addition, Lender shall be in receipt of incumbency certificates, corporate, limited liability company, and/or partnership resolutions, and any other such documents and/or instruments evidencing the Borrower's and each Guarantor's good standing and authority to enter into the transaction described herein as the Lender shall deem necessary.

L. Survey

Borrower will provide the Lender with a survey of the Real Property dated within thirty (30) days prior to the Closing Date, certified by a licensed surveyor to the Lender, the Lender's attorneys and to the title company insuring the Loan and showing the title lines, apparent lines of possession, boundaries, improvements, setback lines, easements and encroachments on to or off of the Real Property, any restricted or limited use areas, as well as the location and dimension of the Real Property and any improvements then existing thereon, above and below ground utility lines crossing the Real Property, driveways, rights of way, street locations, and access to public streets, identifying the zone as established by governmental authorities and identifying the source of electrical, gas, water, telephone and sewer service which will service the Real Property. All easements, rights of way and other matters of record will be shown by book and page of recording. If Lender's legal counsel requests survey as indicated above, the Borrower will furnish the Lender with an updated survey during the term of the Construction Loan showing the location of the foundation of the building which is being constructed. In addition to the above, the survey to be furnished in connection with conversion of the Construction Loan to the Permanent Loan will be an "as-built" survey with respect to the completed buildings, which will show the location of the buildings on the Real Property, and identify the setbacks of the buildings from the Real Property boundaries.

M. Property Insurance

1. Fire Hazard

a. Real Estate

Borrower will maintain adequate fire and extended risk insurance coverage, business interruption, workers' compensation, commercial general liability, and other insurance required by law or as may be required by Lender. All insurance policies will be in amounts, upon terms, and in a form acceptable to Lender. All policies must be carried with insurers acceptable to Lender. Borrower will provide evidence satisfactory to Lender of all insurance and that the policies are in full force and effect and all insurance on the Collateral will name Lender as a **Mortgagee**, will include a **Lender's Loss Payable** endorsement, and will require 10 days advance written notice to Lender of any cancellation of coverage, non-renewal or amendment. If the Borrower fails to maintain required insurance, the absence of the required insurance will be an Event of Default. If this happens, Lender may buy the insurance, but will have no obligation to buy it. These amounts paid by Lender will be added to the Indebtedness or will be payable on demand, at Lender's option.

2. Flood Hazard

If it is determined that any portion of the Collateral is located in a special flood hazard

zone, Lender must require Borrower to obtain Federal flood insurance, or other appropriate special hazard insurance on the structure(s) and the contents, in an amount equal to the lesser of the outstanding principal balance of all loans/line of credit commitment amounts secured by the property, as well as the amount of all superior liens not held by Lender and the amount of any liens that are being subordinated to Lender by another lien holder in conjunction with the making, increasing, renewing, or extending of a loan/line of credit, the maximum limit available under NFIP guidelines for the type of structure, or the insurable value of the structure (as determined by the borrower's insurance agent). The policy must contain a Standard Mortgagee Clause in favor of Lender providing that any act or neglect of Borrower, mortgagor or owner of the insured property will not invalidate the interest of Lender. The policy must provide for at least 45 days prior written to Lender of policy cancellation, non-renewal or amendment. The maximum policy deductible allowed by Lender for residential structures is the lesser of 5% of the face amount of the flood policy or $5,000. The maximum policy deductible allowed by Lender for commercial structures is the lesser of 10% of the face amount of the flood policy or $50,000. All deductibles must be compliant with The National Flood Insurance Program (NFIP) minimum requirements. Proof of annual coverage renewals must be forwarded to Lender.

3. Builder's Risk Insurance
Borrower will have procured and provided, and will agree to maintain during the period of the Construction Loan, builder's all-risk insurance, written on a one hundred percent (100%) builder's risk completed value non-reporting form, including coverage for completion and/or premises occupancy. Insurance will be issued under policy requiring at least ten (10) days prior written notice to the Bank as a condition to any termination or lapse of coverage and must be issued by insurance companies reasonably acceptable to the Bank.

IV. Opinion Letter.
On the Closing Date of the Loan, the Bank will be provided with such opinions of counsel as may be reasonably required by the Bank, including opinions regarding the following:
(i) the legality, validity and binding effect of all of the loan documentation;
(ii) the authority of the Borrower to execute and deliver and perform the loan documentation;
(iii) that the execution, delivery and performance of the loan documents will not violate any provision of any applicable statute, regulation, rule, order, contract or other legal requirement applicable to the Borrower and that there are no threatened or pending actions or proceedings against or affecting the Borrower before any court or agency which may have a materially adverse effect on the Borrower or any of its property; and
(iv) such other matters as may be reasonably required by the Bank or its attorneys.

V. Expenses
All expenses in connection with Lender's negotiation, preparation, administration and enforcement of the loan documents, and the perfection of Lender's security interests and liens, including without limitation, Lender's counsel fees, Lender's administrative processing fee, appraisal fees, environmental audit fees, fees and expenses for title and lien searches, organizational search fees, title commitment and insurance fees, and all filing and/or recording fees, shall be payable by the Borrower, either prior to or at closing. **If Borrower signs and accepts this Commitment and Borrower does not close this Loan in accordance with the described terms, Borrower may lose some, or all, the expenses Borrower has paid and/or incurred as listed above.**

VI. Brokerage Commissions/Indemnification

As a condition of this commitment and funding of the Loan, the Borrower agrees that the Lender shall have no responsibility for the payment of fees or commissions to any broker retained by or claiming through the Borrower in connection with this transaction and that the Borrower shall be solely responsible for the payment of any such fees and/or commissions.

VII. Closing and Loan Documents

Upon the acceptance of this Commitment, all legal documents relating to the loan shall be prepared by Lender's counsel, James Betro of Vindigni, Betro & Getman PLLC. Lender's obligation hereunder shall be subject to the approval of the form and content of all legal documents relating to, arising out of or in connection with the Loan. The Borrower and Guarantor(s), if applicable, agree(s) to execute and deliver all necessary documents in connection with the Loan. It is understood and agreed that no funds shall be disbursed until all conditions of this Commitment have been complied with.

Our records do not indicate the name of your attorney for this transaction. Please provide the name of your attorney below:

_____

_____

_____

_____

This Commitment assumes the accuracy of all information, representations and other matters contained in or submitted with Borrower's application to Lender prior to the issuance of this commitment. Lender reserves the right to cancel this Commitment and terminate its obligation hereunder upon the occurrence of, but not limited to, (1) Borrower's failure to comply with the terms or conditions of this Commitment, (2) the filing by, or against, Borrower or Guarantor(s) in a case in bankruptcy or insolvency, or for reorganization or the appointment of a receiver or trustee, or the making by Borrower of an assignment for the benefit of creditors, or the filing of a petition for arrangement by Borrower, (3) the disclosure of any information, which in Lender's opinion reasonably exercised, would materially impair the ability of Borrower to perform under the terms of this Commitment or the Loan, (4) the failure of Borrower to disclose to Lender all information material to the Loan or the misrepresentation by Borrower of any material fact relating to the Loan, and (5) any material, adverse change in the financial condition of Borrower.

Borrower may not assign this commitment, and any purported assignment shall render this Commitment null and void at Lender's option.

This Commitment represents the entire understanding of the parties and cannot be modified except by an agreement in writing executed by the party against whom enforcement of such modification is sought.

This offer to commit will expire at the Lender's election if:

(A). The Lender has not received the acceptance of this offer to commit from the Borrower by May 18, 2021;

(B). The closing and the execution and delivery of all documentation specified by the Lender with respect to the Loan does not occur within 90 days; or

(C). Events occur or fail to occur as provided for in this letter.

Thank you for this opportunity to be of service. If you have any questions concerning the terms of this Commitment, please do not hesitate to contact me at (315) 356-7125.

Sincerely,

Dean Shlotzhauer
Commercial Banking Officer

DS/df

ACCEPTED AND AGREED TO BY:

Borrower: Entity to be Formed_The Delta Luxury

By: Christopher S. Buck
Title: _____
Date: _____

Guarantor:

_____
Christopher S. Buck, Individually Date

_____
Steven G. Buck, Individually Date

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
NYS Historic Preservation Office Letter of No-Impact, Conservation Features Inventory submitted by applicant, NYS Department of Environmental Conservation submitted comments, NYS Department of Transportation submitted comments, Oneida County Department of Health submitted comments, and Oneida County Department of Planning GML 239 response,

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

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

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

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

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

Name of Action: Major Subdivision

Name of Lead Agency: City of Rome Planning Board

Name of Responsible Officer in Lead Agency: Mark Esposito

Title of Responsible Officer: Chair

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Date: 07/08/2021

For Further Information:

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

Address: 198 N. Washington Street, Rome NY

Telephone Number: (315) 339-7644

E-mail: Gwyckoff@RomeCityGov.com

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

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

Instructions for Completing Part 1

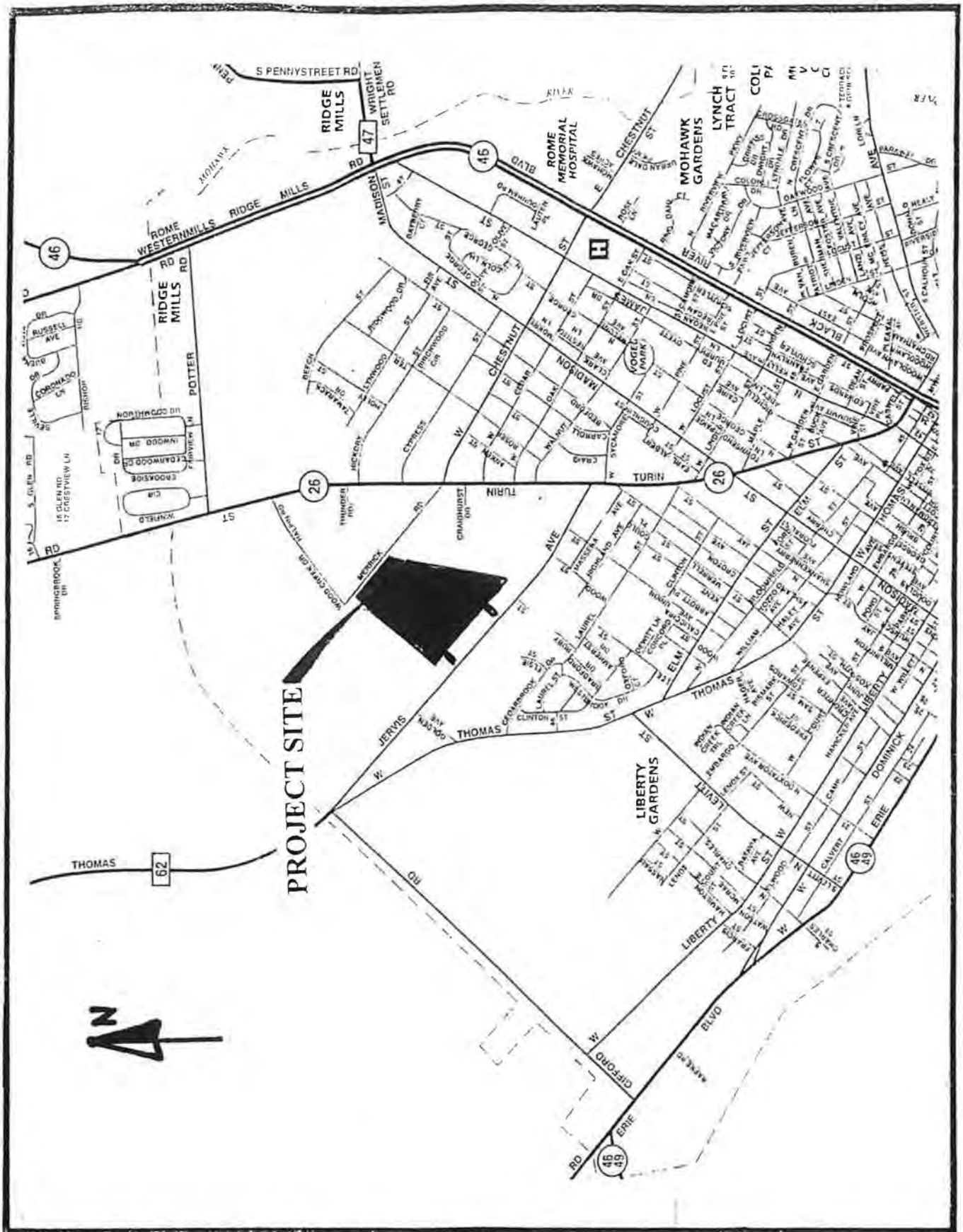
Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: DELTA COMMUNITY		
Project Location (describe, and attach a general location map): EXTENSION CHARLES ANKEN BLVD, BETWEEN MEERICK RD & JERVIS AVE, ROME (C), ONEIDA CO., TMP # 223.011-1-28		
Brief Description of Proposed Action (include purpose or need): 106 LOT RESIDENTIAL SUBDIVISION TOGETHER WITH 1 RECREATIONAL LOT AND 1 OUTLOT FOR STORMWATER MANAGEMENT; WITH MUNICIPAL SANITARY SEWER AND WATER EXTENSIONS, STORMWATER MANAGEMENT FACILITIES; AND APPURTENANT WORK.		
Name of Applicant/Sponsor: THE BUCK GROUP	Telephone: 315-736-0865 E-Mail: STEVE@BUCKCONSTRUCTION.NET	
Address: 105 MAIN STREET		
City/PO: WHITESBORO	State: NY	Zip Code: 13492
Project Contact (if not same as sponsor; give name and title/role): STEVE BUCK	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:



ALAN M. SWIERCZEK, P.E. P.O. BOX 204 WHITESBORO, N.Y. 13492	DATE June, 2014 DRAWN SCALE	**DELTA APARTMENT COMMUNITY** **MERRICK ROAD, ROME (C), NY** **LOCATION MAP**	SHEET **1**

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	PLANNING BOARD- SUBDIVISION APPROVAL	PENDING
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	ONEIDA CO HEALTH DEPT; SUBDIVISION APPROVAL, WATER SYSTEM EXTENSION	PENDING
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	NYS DEC; CONSTRUCTION PHASE SPDES SANITARY SYSTEM RXTENSION	ACQUIRED PENDING
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:Mohawk Valley Heritage Corridor

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

If Yes, identify the plan(s):

C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? ROME CITY SCHOOL DISTRICT

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

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

d. What parks serve the project site?
NA

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? RESIDENTIAL (106 LOTS), RECREATIONAL (1 LOT) , STORMWATER MANAGEMENT (1 OUTLOT)

b. a. Total acreage of the site of the proposed action? 43.3± acres
b. Total acreage to be physically disturbed? 40.0± acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 52.22 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☑ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
RESIDENTIAL
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? 106
iv. Minimum and maximum proposed lot sizes? Minimum 0.14±AC Maximum 0.30±AC

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 3
- Anticipated commencement date of phase 1 (including demolition) JUNE month 2021 year
- Anticipated completion date of final phase NA month NA year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:
CONNECTIONS TO MUNICIPAL UTILITIES IN INITIAL PHASE

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

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	64 (SEC. 2)			
At completion of all phases	106			

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 1 ("COMMUNITY CENTER")
ii. Dimensions (in feet) of largest proposed structure: 20± height; 40± width; and 100± length
iii. Approximate extent of building space to be heated or cooled: 4000± square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑Yes ☐No
If Yes,
i. Purpose of the impoundment: STORMWATER MANAGEMENT
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: STORMWATER RUNOFF FROM PROJECT SITE
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: TBD acres
v. Dimensions of the proposed dam or impounding structure: TBD height; TBD length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): EXCAVATION / EARTH FILL

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☑Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging? STORMWATER MANAGEMENT FACILITY
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): 0
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
EXCAVATE STORMWATER MANAGEMENT BASIN AND RETAIN SOILS ON SITE AS FILL
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No
If yes, describe.
v. What is the total area to be dredged or excavated? 2± acres
vi. What is the maximum area to be worked at any one time? 2± acres
vii. What would be the maximum depth of excavation or dredging? NA feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan:
NA

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 16,280 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: CITY OF ROME
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

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

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

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

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

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

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

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 16,280 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
SANITARY WASTEWATER

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

- Name of wastewater treatment plant to be used: CITY OF ROME WPCP
- Name of district: CITY OF ROME
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

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

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

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

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

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

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

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel? (1/4 acre lots, 38% imperv.)
_____ Square feet or 6.3± acres (impervious surface)
_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. Storm sewer system outlet(s)

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
ON-SITE STORMWATER MANAGEMENT FACILITY

- If to surface waters, identify receiving water bodies or wetlands:
  UNNAMED TRIBUTARY TO WOOD CREEK
- Will stormwater runoff flow to adjacent properties? ☑Yes ☐No

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

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

If Yes, identify:

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

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

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

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

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
CREATION/CONSTRUCTION OF NEW ROADS

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 7 AM - 5 PM
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

temporary, during hours of construction

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

Describe: _____

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

NA.

If Yes:

i. Describe proposed treatment(s):

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

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

NA.

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

☑ Forest ☑ Agriculture ☐ Aquatic ☑ Other (specify): cemetery

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces		6.4±	+ 6.4±
• Forested	0.3±		− 0.3±
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)		2.4± (storm. mgmt basin)	+2.4±
• Agricultural (includes active orchards, field, greenhouse etc.)	19.0±		−19.0±
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Residential lawns		10.5±	+ 10.5±

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No

If Yes:

i. Has the facility been formally closed? ☐Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? > 6 feet

b. Are there bedrock outcroppings on the project site? ☐Yes☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: Alton gravelly loam 100 %
_____ %
_____ %

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

e. Drainage status of project site soils: ☒ Well Drained: 100 % of site
☐ Moderately Well Drained: ____% of site
☐ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

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

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? (Project limits avoid potential wetland areas.) ☑Yes☐No

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

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

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

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

- Streams: Name 899-99 Classification D
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes☑No

j. Is the project site in the 100-year Floodplain? ☐Yes☑No

k. Is the project site in the 500-year Floodplain? ☐Yes☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes☐No

If Yes:

i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

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

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☑Yes ☐No

If Yes, provide county plus district name/number: ONEI002

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No

i. If Yes: acreage(s) on project site? 19.3 ±

ii. Source(s) of soil rating(s): Land capability: IIs (Afton gravelly loam) per USDA NRCS

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

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

If Yes:

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

ii. Name: _____

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

_____

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

Wood Creek designated "sensitive", but located 2000± ft to east.

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name THE BULK GROUP Date 4/12/2021

Signature _____ Title OWNER

PRINT FORM

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

Name of Applicant:	Delta Luxury Townhomes
Description of Project:	18, two-unit, one-story residential rental townhouse Buildings totalling 36 units.
Name of All Sublessees or Other Occupants of Facility:	
Principals or Parent of Applicant:	Christpher Buck - 100% owner
Products or Services of Applicant to be produced or carried out at facility:	Residential townhouses
Estimated Date of Completion of Project:	Nov-24

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
X	Sales Tax Exemption on Eligible Expenses Until Completion
X	Mortgage Recording Tax Abatement
	Real Property Tax Abatement

C

Project Costs

Land Acquisition	$	100,000
Existing Building(s) ACQUISITION	$	-
Existing Building(S) RENOVATION	$	-
NEW Building(s) CONSTRUCTION	$	7,000,000
Installation Costs	$	-
Site Preparation/Parking Lot Construction	$	2,000,000
Machinery & Equipment (other than furniture)	$	500,000
Furniture & Fixtures	$	25,000
Architectural & Engineering	$	100,000
Legal Fees (applicant, IDA, bank, other counsel)	$	10,000
Financial (all costs related to project financing)	$	100,000
Permits	$	36,000
Other	$	-
Agency Fee	$	49,355
TOTAL COST OF PROJECT	$	9,920,355

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: 45

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	$ 1,440,000	$ 61,200
TOTALS Calculation of Benefits (3 Yr Period)		$ 1,440,000	$ 61,200

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	$ 518,400	$ 50,544
TOTAL TAXABLE GOODS & SERVICES			$ 518,400	$ 50,544

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:	33.6291102	Rome	est.21-22
Tax Rate for Municipality where facility is located:	20.1959	Rome	2021
Tax Rate for County:	10.035983	Oneida	2021
Total Rate:	63.8609932		
Real Property Taxes Paid:	$ -		

COSTS: IDA BENEFITS

Real Property Taxes Abatement Mortgage Tax Abated (.75%)	$ -
Estimated Sales Tax Abated During Construction Period (8.75%)	$ 64,500
	$ 490,000
Total:	$ 554,500

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.

Delta Luxury Townhomes

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

1. **Criteria:**

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

Criteria	Description of Criteria	Possible Points	Score
Adaptive Reuse Projects	Projects that propose a change in use to an existing building (e.g., reuse of vacant or underutilized facility) or propose development on a vacant urban infill site[2] that is being repurposed or redeveloped for an eligible housing project. **Project is in an Urban Area Cluster and is on vacant property**.	**25**	**15**
Eligible Area Locations	Projects located within Eligible Areas (see attached map) that have a Minimum of 5 units in a renovation or conversion of a building and 24 units for new construction, except for urban infill development projects where the IDA will entertain applications for projects located on a vacant urban infill site that has less than 24 units of eligible housing . **36 units in Urban Area Cluster area.**	**20**	**20**
Utilizes Existing Infrastructure	Projects that ***utilize existing infrastructure*** (i.e. utilizing both existing sewer and water services and do not require system expansion. Modernizations, such as replacing existing pipes where service is already provided, are viewed favorably).	**20**	**0**
Community Benefits	Projects that create other benefits that inure to the benefit of the community that may include: rebuilding community infrastructure, pays sewer credits, creates or contributes to a community amenity, dedicates land to a municipality for a public improvement which benefits health and safety, removes slums and blighting influences (e.g., demolition or supports in-fill development within a neighborhood, commercial corridor, downtown, or main street area), provides an environmental enhancement (e.g., flooding wetlands creation/restoration, is part of a Brownfield, utilizes federal/state historic tax credit programs, provides mixed income rental units to support workforce housing, or provides other benefits deemed important and relevant by OCIDA. **Project includes walking trails paths.**	**5**	**5**

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

Green Projects	(1) Projects to be constructed on a New York State or federal defined Brownfield, such as a site designated as a federal or state Superfund site; a participant in the State Voluntary Cleanup Program; a former, verified Manufacturing Gas Plant, or within a Brownfield Opportunity Area; or (2) Projects whose plans qualify for a LEED Certification from the US Green Building Council (final certification required prior to commencement of the PILOT Agreement); or (3) Projects that incorporate geothermal technologies that are projected to make a significant impact on the stability, reliability and resilience of the grid. The physical geothermal plant providing energy to the Project must be located within Oneida County, turned on and connected to the grid, the energy generated must provide at least fifty percent (50%) of the energy needs for the Project, and more than fifty percent (50%) of the energy generated must be used in Oneida County.	**10**	**0**
Mixed Use Dev. Projects	Projects that are mixed use development with housing being at least –50% or more of a building's total area and the project induces job growth (mixed use development project proposes direct job creation with non-residential uses). To reach 20 points, must create at least 2 FTEs.	**20**	**0**
Total Points:		**100**	**40**

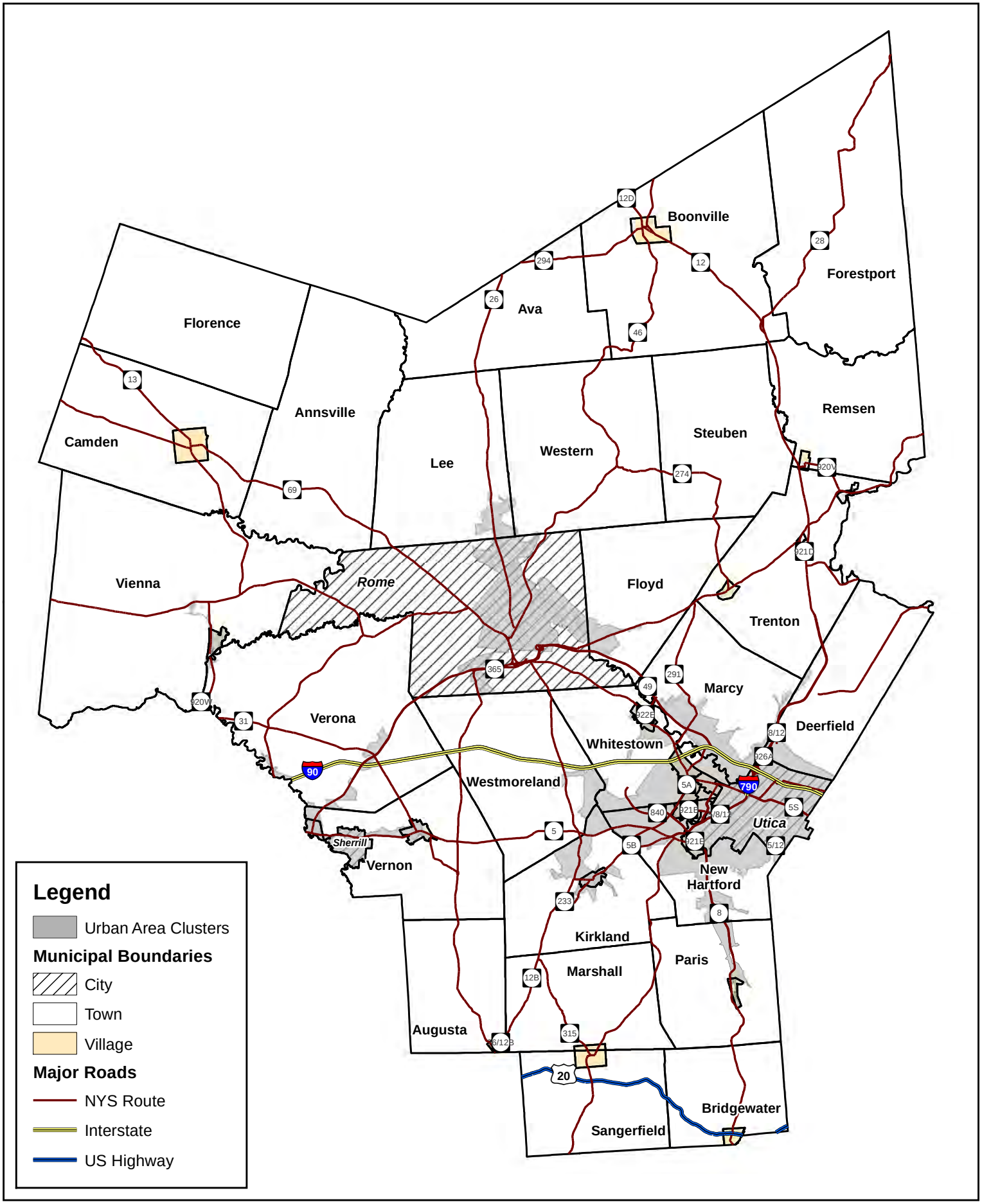
2. **Scoring of Housing Applications:**

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

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

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

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



N

Oneida County, NY
Urban Area Clusters

0 2.5 5 10 Miles

1 inch = 30,000 feet

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