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# APPLICATION FOR FINANCIAL ASSISTANCE

**Oneida County Industrial Development Agency**  
584 Phoenix Drive  
Rome, New York 13441-1405  
(315) 338-0393 telephone  
(315) 338-5694 fax  
<https://www.oneidacountyida.org/>

Shawna M. Papale, Executive Director  
[spapale@mvedge.org](mailto:spapale@mvedge.org)

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

Air City Lofts Phase 5

Project Name

9/12/25

Date of Submission

## **Important Notes to Applicant:**

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

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

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

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

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

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

**Part I: Applicant Information**

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

**Applicant**

**1(a)** Applicant's Legal Name: B240 LLC

**1(b)** Principal Address: 18 Division Street., Suite 401

Saratoga Springs, NY 12866

**1(c)** Telephone/Facsimile Numbers: 518-584-9007

**1(d)** Email Address: Amber@Bonaciodev.com

**1(e)** Secondary Email Address \_\_\_\_\_

**1(f)** Contact Person: Amber Mathias

**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: B240 LLC

EIN #: \_\_\_\_\_

- DISC \_\_\_\_\_
- Other(specify) \_\_\_\_\_

**1(h)** State of Organization (if applicable) New York

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

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

<u>Name</u>	<u>Address</u>	<u>Percentage of Ownership</u>
BQOZF New York LLC,	18 Division St., Suite 401 Saratoga Springs, NY 12866	21%
QOZ Saratoga LLC	659 N. Broadway, Saratoga Springs, NY 12866	79%
See attached confidential org chart		

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

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

**Applicant's Counsel and Accountant**

**3(a) Applicant's Attorney**

Name/Title: Kevin McAuliffe  
Firm: Barclay Damon  
Address: Barclay Damon Tower, 125 East Jefferson St.  
Syracuse, NY 1302  
Telephone/Fax: 315-382-8703  
Email: Kmcauliffe@barclaydamon.com

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

Name/Title: Paul Goetz  
Firm: BST & Co., CPAs LLP  
Address: 26 Computer Dr. W  
Albany, NY 12205  
Telephone/Fax: 518-459-6700  
Email: pgoetz@bstco.com

**Business Description**

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

Real Estate Development

## 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.

ACL is a mixed-use community that currently consists of three completed phases. The project relevant to this application is Phase 5. We are in the process of submitting a revised site plan to the Planning Board to increase the density of the development and incorporate Phase 5.

This phase will feature two newly constructed residential rental buildings. Building One will be approximately 12,460 square feet and will include 20 studio units. Building Two will be approximately 17,330 square feet and will contain 28 studio units. Both buildings will be two stories in height. Each unit will have direct access: ground-floor units will feature individual exterior entrances, while second-floor units will be accessed via a shared interior walk-up staircase, with each stairwell serving two units..

### Reasons for Project

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

This project will provide modern, efficient housing options to meet the needs of the growing workforce in Rome, New York. Over the past decade, commercial occupancy in Rome—particularly at Griffiss Park—has expanded significantly. With the recent announcement of Chobani's \$1.2 billion manufacturing facility being constructed just around the corner from our site, there is an even greater need to provide quality, market-rate housing options to attract and retain employees.

Air City Phase 5 is designed to meet this demand by offering new residential opportunities that encourage these workers not only to work in the area, but also to live locally and contribute to the economy by spending their sales tax dollars in Oneida County.

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

Though we strongly believe in the existing commercial tenants and opportunities in Rome, it remains an emerging market. Delivering the same quality product we have successfully produced in Saratoga Springs presents challenges. Projected rental rates in Rome are 15%–20% lower, while estimated operating expenses are approximately 10% higher, resulting in a 30% increase in the revenue-to-expense ratio.

In addition, rising material and labor costs have increased construction expenses by more than 35% since the completion of Phase 3. These factors create a financial gap that makes IDA involvement crucial. With Agency support, we can deliver the high-quality housing product needed in a timely manner to meet demand from the growing number of relocating workers.

**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:

N/A

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

The project will not be taken on without Agency approval as requested.

**6(d)** Will the proposed project result in the Applicant or any project occupant moving from one area of the New York State to another area of the State or abandoning one or more facilities within the State

Yes     No

Is the proposed project reasonably necessary to preserve the competitive position of the Applicant or project occupant in its respective industry?

Yes     No

Is the proposed project reasonably necessary to discourage the applicant or project occupant from removing such other plant or facility to a location outside of New York State?

Yes     No

**6(e)** If you answered YES to any of the questions in 6(d) above, 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 below.

N/A

**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).

Air City Phase 1: \$1,250,000 grant from ESD (through GLDC) to assist with infrastructure and commercial tenant recruitment to be used for Phase 1 only. Additionally, Phase 1 also has Oneida County IDA benefits of sales and mortgage tax abatements and a PILOT.  
 Air City Phase 2: Oneida County IDA benefits of sales and mortgage tax abatements and a PILOT.  
 Air City Phase 3: Oneida County IDA benefits of sales and mortgage tax abatements and a PILOT.

**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):

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

- Id Housing Addendum  Residential housing (specify) Studio  %
- Pollution Control (specify) \_\_\_\_\_  %
- Environmental (e.g., Brownfield) (specify) \_\_\_\_\_  %
- dd Solar Addendum  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) site work & infrastructure

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).

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input checked="" type="checkbox"/> <b>Fill-in</b> Real Property Tax Abatement (value of PILOT savings):	\$ <u>712,100</u>
<input checked="" type="checkbox"/> Mortgage Tax Exemption (.75%)	\$ <u>40,907.45</u>
Amount of mortgage: \$ <u>5,454,326</u> (fill-in)	
<input checked="" type="checkbox"/> Sales and Use Tax Exemption ** (8.75%)	\$ <u>169,785.00</u> (Not available for solar)
Value of goods/services to be exempted from sales tax: \$ <u>1,940,400</u> (fill-in)	
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$	_____

**\*\* TOTAL EXEMPTION ASSISTANCE REQUESTED: \$ 922,792**

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.

The request is consistent with OCIDA's Uniform Tax Exemption Policy and Housing Policy standard financial exemption schedule.

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

**Part III: Facility Information**

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

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

**7(a) Street Address of Facility:**

129 Air City Blvd

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

Rome, New York

**7(c) School District:**

City of Rome

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

Formerly the Air Force Base. Currently this site is at the back of the parking area of ACL

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

GB-RL Rome Lab/R&D/Office Campus Sub-District/Park Center

**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.***

The site for these buildings is currently an underutilized parking area serving Phases 2 and 3 at Air City Lofts. We will be attending the October Planning Board meeting to request approval of a site plan revision that adds the proposed density for these two buildings. As part of this revision, the current drive lane where the new buildings will be located will be rerouted to connect with an existing drive lane in front of the buildings. This residential rental housing project will consist of two newly constructed buildings. Building One will be approximately 12,460 square feet and include 20 studio units. Building Two will be approximately 17,330 square feet and include 28 studio units. Both buildings will be two stories in height. Each unit will have direct access: ground-floor units will feature individual exterior entrances, while second-floor units will be accessed via a shared interior walk-up staircase, with each stairwell serving two units. The new buildings will be serviced by National Grid for electricity. We are working with Richard Alfonseca of National Grid to determine the best path for pulling adequate power. Water and sewer will tie into existing City utilities. We have retained The LA Group, a local landscape architecture and engineering firm, to finalize the site plan and utility connects. Bonacio Construction will serve as general contractor, and all project funding will be privately sourced.

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 2025

Construction completion: November 2026

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.

An ammendment to the Air City Lofts site plan approved on 06/03/2020 will be needed by the City of Rome Planning Board. Goal is be on for the October 7th Planning Board meeting

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

Yes  No  N/A

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

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

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

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

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

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

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

Project is located in census tract 22 and designated Opportunity Zone.

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

**Part IV: Retail Project Questionnaire**

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

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

Required  Yes or  No

**If the answer is YES, please continue below.**

**If the answer is NO, proceed to Section Part V - Facility (Legal Info)**

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

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

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

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

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

Yes  No

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

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

Yes  No

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

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

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

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

Legal Name: B240 LLC  
Address: 18 Division St. Suite 401  
Saratoga Springs NY 12866  
Telephone: 518-992-4406  
Balance of Mortgage: 16,281,828  
Holder of Mortgage: Community Bank

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

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

N/A

**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:

<u>Name of Tenant</u>	<u>Floors Occupied</u>	<u>Sq. Ft. Occupied</u>	<u>Nature of Business</u>
Residential Apartments - Tenants TBD			

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.

Residential Apartment Tenants

### Part VI: Equipment

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

N/A

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? \_\_\_\_\_ years

**Part VII: Employment Information**

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

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

20

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

Yes  No **If Yes**, explain below.

Construction employment and management company employment

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

Yes  No **If Yes**, explain below.

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

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

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

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

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

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

	<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</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	<b>Total</b>
<b>A.</b>	Full-Time	1					1
<b>B.</b>	FTE Part-Timers						0
<b>C.</b>	<b>Total AFTER</b>	1	0	0	0	0	1

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

Provide Any Notes To Job Information Below

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)
Management	\$	%	\$ 50,000	%
Administrative	\$	%	\$	%
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$	%	\$ 50,000	%

\*\*\* 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:

531311  
561210

**Part VIII: Estimated Project Cost and Financing**

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

LAND Acquisition	\$	50,000	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$	0	
Existing Building(s) RENOVATION	\$	0	
NEW Building(s) CONSTRUCTION	\$	6,023,680	
Site preparation/parking lot construction	\$	444,320	
Machinery & Equipment that is TAXABLE	\$		
Machinery & Equipment that is TAX-EXEMPT	\$		
Furniture & Fixtures	\$		
Installation costs	\$		
Architectural & Engineering	\$	213,500	
Legal Fees (applicant, IDA, bank, other counsel)	\$	24,500	
Financial (all costs related to project financing)*	\$	358,000	
Permits (describe below)	\$	6,500	
Other (describe below) ie: solar decommissioning expense)	\$	278,000	

Other:	Cost:	Subtotal \$
1. Soft Costs	\$ 278,000	7,398,500
2.		
3.		
4.		
5.		
		Agency Fee <sup>1</sup> \$ 36,993
		<b>Total Project Cost \$ 7,435,493</b>

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

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

Permit/Other Information

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

Community Bank; equity investor has been identified (Same as Phase 1,2,and 3)

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

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

Bank Financing: -----	\$	5,418,600
Equity (excluding equity that is attributed to grants/tax credits) --	\$	1,806,200
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.-----	\$	210,692

Identify each Public state and federal grant/credit:

Comments:

Source	Sales Tax Abatement	\$	169,785	
Source	Mortgage Tax Abatement	\$	40,907	
Source		\$		
Source		\$		

**Total Sources of Funds for Project Costs:** \$ 7,435,492

**Part IX: Real Estate Taxes**

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

Tax Map Parcel #	Current Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount (\$)	Estimated Post-Project Assessment
224.000-1-14.4 (Phase 2 Parcel)	\$ 465,800	\$ 3,028,200	\$ 3,494,000	\$ 43,888	
224.000-1-14.4 (Phase 5 Buildings going on Phase 2 Parcel)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,579,200

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

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

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

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

Rome City Hall

198 N. Washington St

Rome NY 13440

13(e) Address of Receiver of School Taxes:

Rome City School District

409 Bell Rd

Rome NY 13440

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

Yes  No

If Yes explain below.

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

Use space below for additional information

## NYS SEQRA Environmental Review

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

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

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

## **Agency Fee Schedule**

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

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

**Bond Fee:** ½ of 1% of total bond amount

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

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

### **Transaction Counsel/Bond Counsel/Agency Counsel Fee:**

Set by Bond/Transaction Counsel based upon the nature and complexity of the transaction. This applies to bond and straight lease transactions.

Bond Counsel/Agency Counsel fees for bond transactions will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for straight lease transactions are typically \$13,000 to \$18,000 if no commercial financing is involved and \$18,000 to \$23,000 if commercial financing is involved. As fees can vary significantly depending on many variables, the applicant will receive an engagement letter with a fee quote based upon the scope of the project.

### **Annual Fee (Lease/Rent Fee):**

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

### **Other Fees:**

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

## REPRESENTATIONS AND CERTIFICATION BY APPLICANT

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

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

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

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

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

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

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

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

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

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

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

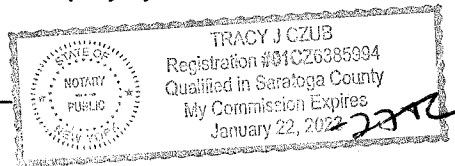
Saratoga  
Alfio Boraciu Jr., being first duly sworn, deposes and says:

1. That I am the member (Corporate Office) of B240 LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

[Signature]  
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 21 day of September, 2025.

[Signature]  
(Notary Public)



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: [Signature]

Print Name: Amber Umathias

Title: Director of Project Dev

Date: 9/26/25

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

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale Executive  
Director/Secretary

Jennifer Waters  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**

584 Phoenix Rome, New York 13441-4105  
Ph: (315) 338-0393, fax (315) 338-5694  
info@mvedge.org www.oneidacountyida.org



David B. Grow  
Chair

L. Michael Fitzgerald  
Vice-Chair

Mary Faith Messenger  
Treasurer

Ferris Betrus

Kirk Hinman

Eugene Quadraro

Steven Zogby

## MEMORANDUM TO COMPANIES SALE-LEASEBACK TRANSACTIONS

1. When a Company decides that a sale-leaseback transaction may suit its particular needs, the first order of business is for the Company to complete an Application for Financial Assistance, together with an Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant (referred to collectively as the "Application"). The Application is submitted to Agency Counsel for a formal decision as to whether or not the project qualifies as a "project," as defined by law.
2. No action can be taken until the Application is completed and submitted to the Agency and approved by Agency Counsel.
3. Upon completion of the Application and approval by Agency Counsel, the Agency will meet for the purpose of adopting an Inducement Resolution and reviewing the Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant. At this time a Resolution may be adopted by the Agency concerning the environmental impact. **Please note that the Agency is subject to the Open Meetings Law, and all meetings will be open to the public, including news media.**
4. The Company is expected and encouraged to have its own counsel. The Company is also required to reimburse the Agency for all legal expenses incurred in furtherance of a proposed transaction, whether or not that transaction is completed. This includes all fees and disbursements of Agency Counsel.
5. The Company will be asked to sign an Inducement Agreement, which sets forth the terms of the proposed transaction and the obligations of the parties in furtherance of the same. The Company will also be asked to provide Agency Counsel with certain

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

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

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

7. Agency Counsel has certain requirements as to those documents which must be included in the transaction and the content thereof, including but not limited to requiring environmental impact surveys, environmental indemnifications and general indemnifications.
8. The fee schedule is attached, covering the Agency fee, the Agency's work with respect to the project and the work of Agency Counsel.

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

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

10. The Agency then conducts a meeting whereby it adopts an Authorizing Resolution, under which the Agency approves of the form of the documents and authorizes the Chairman to execute the same.
11. The closing takes place.
12. Some of the benefits available to a company under a sale-leaseback transaction are as follows:
  - ⇒ Exemption from New York State mortgage recording tax
  - ⇒ Exemption from New York State sales tax for materials used in construction
  - ⇒ Real property tax abatement on the value added to the project (for more information, please see the Uniform Tax Exemption Policy enclosed herewith)

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

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

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

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

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

**1. AGENCY PROVISIONS.**

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

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

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

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

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

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

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

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

Section 9.14 Rights of Bank.

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

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

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

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

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

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

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

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

**DEFINITIONS:**

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

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

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

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

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

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

(a) Shortfall Payments.

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

(b) Major Shortfall Payment.

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

<b><u>Major Shortfall Occurs:</u></b>	<b><u>Percentage of Initial Benefit</u></b>
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Any Subsequent Year	20%

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

- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.
- (4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

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

(a) Shortfall Payments.

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

(b) Major Shortfall Payment.

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

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

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.
- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

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

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

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

- a. The Project is not entitled to receive those benefits.
- b. The exemptions exceed the amount authorized, or are claimed for unauthorized property or services.
- c. The Company fails to use property or services in the manner required by the Leaseback Agreement.

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

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

## Oneida County Industrial Development Agency

### Insurance Requirements Under Leaseback Agreement

#### Section 3.4 Insurance Required.

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

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

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

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

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

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

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

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

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

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

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

(f) **Environmental/Pollution Liability Insurance** protecting the Agency, the Company and the owner of the Facility (if the Company is not the owner) against loss or losses from damages and liability arising from release of pollutants and environmental contamination with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 per claim/aggregate. This requirement will be waived upon presentation of evidence satisfactory to the Agency that neither the Facility nor the operations and activities of the Company or any occupant of the Facility present the potential for environmental liability exposure.

### Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies

evidencing the insurance required by Section 3.4(c) hereof shall name the Agency and the owner of the Facility (if the Company is not the owner) as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name as additional insured the Agency, Company and the owner of the Facility (if the Company is not the owner) on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies evidencing the insurance required by Section 3.4(f) shall name as additional insured the Agency, Company and the owner of the Facility (if the Company is not the owner) on a primary and non-contributory basis. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b), (c) and (f) shall contain waivers of subrogation in favor of the Agency. The policies under Section 3.4 (d) shall contain waivers of subrogation in favor of the Agency, the Company, and the Owner of the Facility (if the Company is not the owner).

(b) All policies or certificates (or binders) of insurance required by Section 3.4 shall be submitted to the Agency on or before the Closing Date or the date on which the Agency appoints the Company as its agent for making exempt purchases, whichever date is earlier; provided, however, that if the insurance required by Section 3.4(f) is to be provided by the general contractor, the Company will submit certificates to the Agency at the time the Company enters into a written agreement with the general contractor evidencing coverage is in effect on the date of said written agreement. Attached to the certificate(s) of insurance for liability policies shall be a copy of the additional insured endorsement. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

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

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/  
Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



584 Phoenix Drive, Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694  
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David C. Grow  
Chairman

L. Michael Fitzgerald  
Vice Chair

Mary Faith Messenger  
Treasurer

Ferris Betrus Jr.  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

## ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY UNIFORM TAX EXEMPTION POLICY

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**Adopted by the Oneida County Industrial Development Agency on  
January 28, 1994, amended on December 21, 1998 and April 30, 2009**

The Oneida County Industrial Development Agency (the "Agency") has adopted the following uniform tax exemption policies. These policies will be used for all projects for which the Agency may provide financial assistance, including bond (taxable and/or tax exempt) issuances and straight lease transactions. Final determinations regarding the extent to which financial assistance, if any, will be granted are solely within the discretion of the Agency.

### **I. Project Eligibility Criteria**

#### **(a) General Requirements**

The Agency considers the following general factors in determining whether a project is eligible for financial assistance:

- The nature of the proposed project (e.g., manufacturing, commercial, civic).
- The nature of the property before the project begins (e.g., vacant land, vacant buildings).
- The economic condition of the area at the time of the application.
- The extent to which a project will create or retain permanent, private sector jobs.
- The estimated value of tax exemptions to be provided.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions.
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County.
- The amount of private sector investment generated or likely to be generated by the proposed project.
- The likelihood of accomplishing the proposed project in a timely fashion.
- The effect of the proposed project upon the environment.

- The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts in which the project is located.
- The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida.

**(b) Industrial and Manufacturing Projects**

(1) Industrial and manufacturing projects generally qualify for financial assistance, subject to the eligibility criteria set forth in Part I (a) of this Policy.

(2) Due to the nature of the work, companies performing back-office operations that are regional or national in nature and a majority of which operations support activities outside of Oneida County will qualify as industrial and manufacturing. Research and development facilities and distribution centers that locate in Oneida County may also qualify as industrial and manufacturing.

**(c) Retail Projects**

The Agency will provide financial assistance to retail facilities only in accordance with the restrictions contained in New York State General Municipal Law Section 862(2), and subject to the eligibility criteria set forth in Part I (a) of this Policy. The Agency will also consider the competitive impact of the project.

Retail projects are generally not eligible for Agency assistance, with the following exceptions:

(i) Retail businesses that primarily serve customers located in Oneida County are generally not eligible for financial assistance unless located in a "highly distressed area" as defined in General Municipal Law §854(18), which includes projects located in an economic development zone or Empire Zone (as defined in New York State statute or regulation), or the project meets one of the other requirements of this paragraph (c);

(ii) Retail projects operated by not-for-profit corporations may be eligible for financial assistance;

(iii) Retail projects may be eligible for financial assistance provided an appropriate market analysis 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; and

(iv) Retail businesses that primarily provide a product or a service that is otherwise not reasonably available in Oneida County may be eligible for financial assistance.

**(d) Other Non-Industrial/Commercial Projects**

Non-industrial/commercial projects may qualify for financial assistance at the discretion of the Agency, based upon its evaluation of the eligibility requirements set forth in Part I (a) of this Policy. The Agency confirms the following specific policies:

(i) Mixed or Multiple-Use Projects qualify for financial assistance, only with respect to that portion of the project that is used for purposes that qualify for financial assistance under this Policy.

(ii) Housing projects are generally not eligible for benefits, unless they

(a) service the elderly, low-income, assisted living or other groups with special needs; *or*

(b) promote employment opportunities and prevent economic deterioration, as confirmed by an appropriate market analysis, and such a determination is made by the Agency based upon all of the relevant facts.

## II. **Real Property Tax Abatements**

If the Agency determines that a project will receive real property tax abatements, a Payment-In-Lieu-Of-Tax Agreement (the "PILOT") will be negotiated with each project owner (the "Company") and will substantially follow the following guidelines with final determinations to be made by the Agency.

(i) Real Property Acquired by Company as part of Project. If the Company is acquiring real property as part of the Agency project, then the Agency's real property tax exemption will be available with respect to all real property acquired by the Company as part of the project and improvements thereto.

(ii) Substantial Improvements to Existing Real Property Owned by Company. If the Company is making "Substantial Improvements" (as defined below) to existing real property owned by the Company, then the Agency's real property tax exemption will apply to both the existing real property and the improvements.

(iii) Non-Substantial Improvements to Existing Real Property. If the improvements to existing real property owned by the Company are not Substantial Improvements, then the Agency's tax exemption shall apply only to the increase in assessment resulting from improvements constructed or installed as part of the project and the Company shall pay PILOT payments equal to the full amount of taxes on the existing real property.

The term "Substantial Improvements" means the value of the improvements constructed or installed as part of the project equals at least 50% of the value of the real property prior to construction or installation of the improvements, as determined by an independent valuation acceptable to the Agency.

### (a) **Industrial and Manufacturing Projects**

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 33 1/3% of such taxes through the fifth (5th) year of the exemption;

2. 66 2/3% of such taxes from the sixth (6th) through tenth (10th) year of the exemption;
3. 100% of such taxes after the tenth (10th) year of the exemption.

**(b) Retail Projects**

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption;
2. 75% of such taxes from the third (3rd) through the fifth (5th) year of the exemption;
3. 100% of such taxes after the fifth (5th) year of the exemption.

**(c) Other Non-Industrial/Commercial Projects**

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption.
2. 75% of such taxes from the third (3rd) through fifth (5th) year of the exemption.
3. 100% of such taxes after the fifth (5th) year of the exemption.

The Agency reserves the right to deviate from the real property tax abatement policy on a case by case basis at its sole discretion.

**III. Sales Tax Exemptions**

If, based on the eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency's financial assistance will include exemption from sales and use tax for costs of constructing, renovating and equipping the project.

Sales and use tax exemption, when available, will be authorized for the duration of the acquisition, construction and equipping of the project as described in the application for financial assistance. The Agency shall deliver a sales tax exemption letter which will expire one (1) year from the date of the project inducement. If construction, renovation or equipping is not complete at the expiration of the original sales tax exemption letter, upon request by the Company, the sales tax exemption letter may be extended at the discretion of the Agency.

All Companies receiving sales and use tax exemption benefits will be required to supply the Agency with a list of all contractors and sub-contractors that have been authorized to use the sales tax exemption letter. This list will be appended to the sales tax exemption letter by the Agency.

The Company must keep a record of the usage of the sales tax exemption letter, and must supply the Agency with the total amount of sales and use tax exemptions claimed by the project for each calendar year. The Company must submit this report to the Agency by February 1st of each year, until the exempt period comes to a conclusion. The company shall also file all reports as may be required by applicable law, including Form ST-340 which shall be filed with the New York State Department of Taxation and Finance.

The Agency reserves the right to deviate from the sales tax exemption policy on a case by case basis at its sole discretion.

#### **IV. Mortgage Recording Tax Exemption**

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

The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

#### **V. Recapture**

Agency financial assistance is granted based upon the Company's representation that the project will create and/or maintain the employment levels described in its application for financial assistance (the "Employment Obligation"). If a Company fails to achieve and/or maintain its Employment Obligation, it could result in recapture of all or a portion of tax benefits granted by the Agency.

#### **VI. Deviations**

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



## **APPLICATION FOR FINANCIAL ASSISTANCE**

# **Housing Project**

## **ADDENDUM**

Please complete this addendum and submit Pages 1-2, including any required supplemental information requested, along with the Standard OCIDA Application for Financial Assistance

## **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).**

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

This residential rental housing project will feature two newly constructed buildings. Building One will be +/- 12,460 SF and include 20 residential studio units. Building Two will be +/- 17,330 square feet, and contain 28 residential studios. Both buildings will be two stories. Each unit will be direct access; the ground floor units will have their own individual exterior entrances, while second-floor units will be accessed via a shared interior walk-up staircase, with each stairwell serving two units.

**1(b)** 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.

Currently the site that these buildings will be placed on is an under utilized parking area that serves Phase 2&3 at Air City Lofts. We will be attending the October Planning Board meeting to request approval on a site plan revision to add the additional density for these two buildings. We will be revising our site plan to re route the current drive lane that these two buildings will be placed on to an existing drive lane in front of these two new buildings.

**1(c)** 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.

The new buildings will be serviced by National Grid for electric. We are currently working with Richard Alfonseca from National Grid to determine the best path to pull adequate power from. We will tie into existing City utilities for water and sewer.  
We are currently working with the LA Group, a local landscape architecture and engineering firm to solidify the site plan and how we will tie into utilities. Our general contractor is Bonacio Construction.

**1(d)** 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.

This project will be for residential use only. Bonacio Management will be the property manager as they are the current PM for Air City Lofts. Bonacio Management currently has 6 employees for Air City Lofts. They expect to hire an additional 1-2 employees to service this project. During construction, Bonacio Construction will have an estimated 30-40 jobs created to help complete the construction scope.

**1(e)** Does the project provide a community benefit? If yes provide detail substantiating (reference the IDA policy).

This project will help expand housing availability by providing 48 new rental studios in Rome, addressing a growing demand for modern, efficient housing options. By introducing new construction, the development diversifies the local housing stock, supports workforce housing needs, and helps attract and retain residents who want to live, work, and invest in the community. New residents will bring additional spending power to local businesses, supporting the City of Rome's economic development goals and strengthening the community tax base over the long term.

**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 and October 20, 2023)**

**1. Overview :**

In furtherance of the Oneida County Vision 2020 – “Path Toward Prosperity Initiative,” the Oneida County Industrial Development Agency (“OCIDA”) has created the following Uniform Tax Exemption and Agency Benefits Policy (the “Policy”) to encourage development of specific types of market rate rental housing. The expansion of OCIDA’s policy to support eligible market rate rental housing is largely driven by the anticipated employment opportunities that will be created by the nanotechnology and emerging innovation economy where a segment of the new work force that will be attracted to these type of jobs prefer market rate rental housing and unique urban living lifestyles.

The purpose of this Policy is to assist OCIDA in determining whether a housing project promotes employment opportunities and prevents economic deterioration in the area served by OCIDA, consistent with New York State Controller’s Opinion No. 85-51 and the New York State General Municipal Law. This Policy is intended to be annexed to and made a part of OCIDA’s Uniform Tax Exemption Policy adopted on January 28, 1994, amended on December 21, 1998 and April 30, 2009 (the “UTEP”). OCIDA reserves the right to deviate from this Policy at its discretion and in accordance with the General Municipal Law.

**2. Eligible Housing Projects:**

The types of housing eligible for OCIDA consideration include market rate (rental only): ***apartments, townhouses, condominiums, loft-style housing and new urbanism type of housing developments.***<sup>1</sup>***In order to be considered for OCIDA financial assistance pursuant to this Policy, projects must have a minimum of five (5) units in a renovation or conversion of a building and twenty-four (24) units for new construction, and achieve the minimum number of points to qualify for incentives in accordance with this Policy.***

In addition, all applications for consideration must have a minimum project investment of \$400,000 in renovation/construction projects and \$1.2 Million for new construction rental housing projects.

All projects shall be subject to and in compliance with the New York State General Municipal Law and the UTEP. OCIDA’s UTEP requires all applicants to file a Cost/Benefit Analysis that is deemed acceptable to OCIDA.

**3. Eligible Areas:**

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<sup>1</sup> **New Urbanism** is an urban design movement which promotes walkable neighborhoods containing a range of housing and job types.

OCIDA’s Uniform Policy for Tier 1, Tier 2 and Tier 3 benefits are targeted for projects that lie in the defined areas of the cities of Rome, Sherrill and Utica and 2010 Census Urbanized Areas and incorporated villages, as shown on the maps that are annexed hereto and made a part of this Policy. Projects that lie outside the three cities or the historic villages but lie within the urbanized area must have water and sewer service in place in order to qualify for OCIDA consideration.

Eligible projects within the defined Eligible Areas will be considered for benefits provided the application can achieve the required minimum number of points.

**4. Criteria:**

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

<b>Criteria</b>	<b>Description of Criteria</b>	<b>Points</b>
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 <sup>2</sup> that is being repurposed or redeveloped for an eligible housing project.	<b>25</b>
Eligible Area Locations	Projects located within <i>Eligible Areas</i> (see attached map) that have 24 or more units of eligible housing units via new construction or renovation, 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.	<b>20</b>
Utilizes Existing Infrastructure	Projects that <b><i>utilize existing infrastructure</i></b> (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).	<b>20</b>
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.	<b>5</b>
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	<b>10</b>

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<sup>2</sup> Urban infill site would include infill rental housing being constructed on vacant or underutilized property.

	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.	
Mixed Use Development 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.	<b>20</b>
<b>Total Points:</b>		<b>100</b>

**5. 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)

<b>Term of PILOT Exemption Schedule</b>	<b>Tier 1 – PILOT Exemption Schedule</b>	<b>Tier 2 – PILOT Exemption Schedule</b>
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.

**6. Ineligible Housing Projects:**

OCIDA will not consider housing applications that propose new suburban subdivisions that serve single family detached housing or projects that are not located within the eligible areas as referenced in Section 3 and included on the map, which is attached hereto and made a part of this policy.

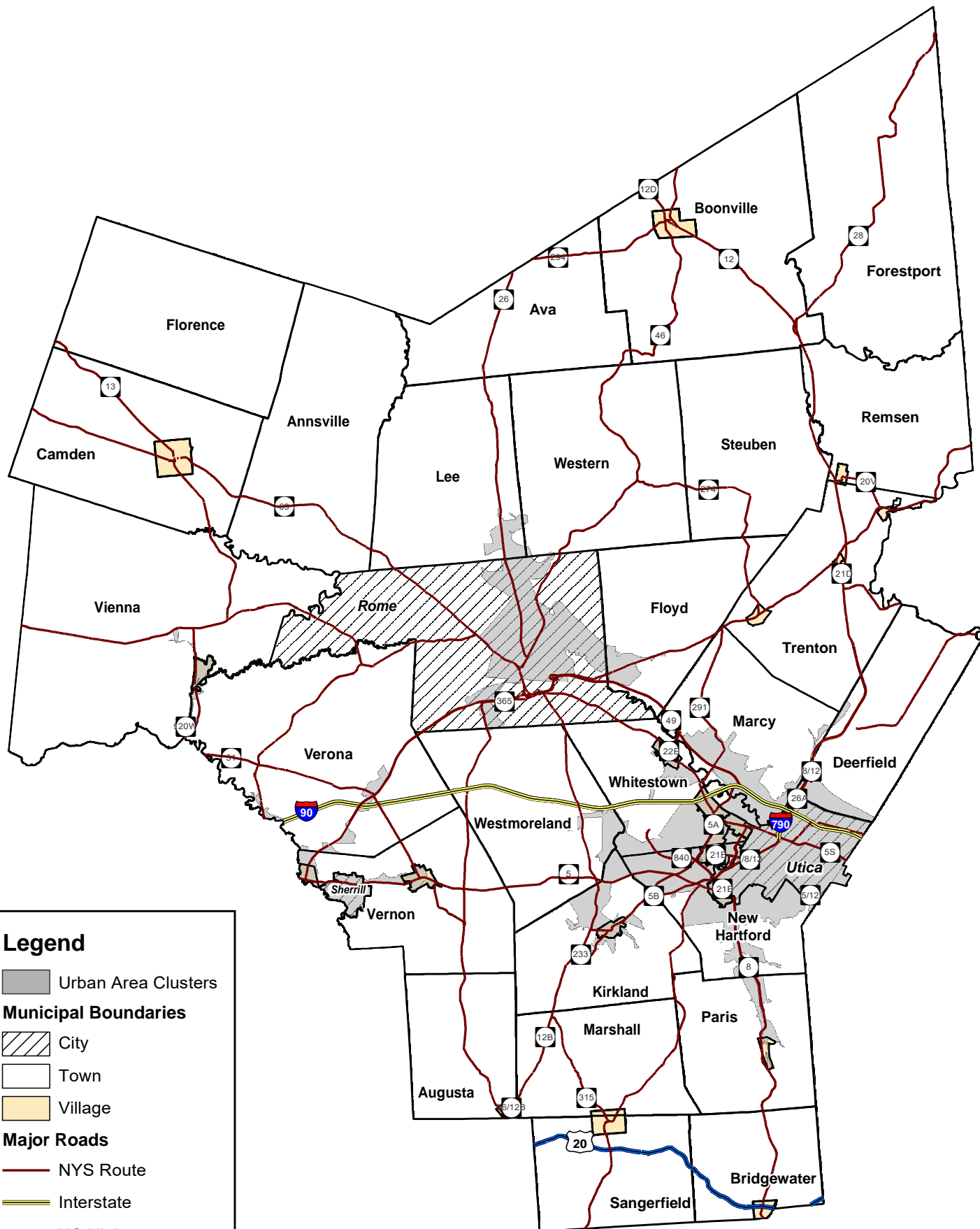
**7. Sunset Provision:**

The effective date of this policy will commence on the first day of the month following the date in which this Policy is formally approved in accordance with requirements set forth under Article 18A of the General Municipal Law and shall remain in effect until December 31, 2025, unless OCIDA elects to further extend or modify the Policy.

All applicants who are granted approval during this time period will have twenty-four (24) months to complete their project, which shall be evidenced by issuance of a Certificate of Occupancy by the applicable local codes officer for the political subdivision where the project is situated. Receipt of a Certificate of Occupancy is required in order to receive all tax benefits that were granted in the final authorizing resolution approved by OCIDA.

**8. Agency Fees:**

The applicant will be required to remit to OCIDA all applicable fees (see fee schedule), including payment of all OCIDA legal costs associated with the project and an annual rent payment of \$750, which is due as part of the lease agreement with OCIDA. A copy of the applicable fee schedule is included with the application package. When the application is submitted, the applicant shall submit a check for \$1,500 which includes a non-refundable application fee of \$500 and a commitment fee of \$1,000 that will be applied at closing; if the project does not close the \$1,000 is applied to legal fees incurred in connection with the application. Other than the application fee and the annual rent payment, all other fees shall be due and paid at closing.

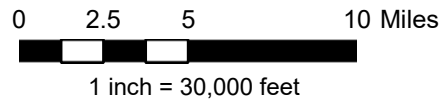


**Legend**

- Urban Area Clusters
- Municipal Boundaries**
- City
- Town
- Village
- Major Roads**
- NYS Route
- Interstate
- US Highway



**Oneida County, NY**  
Urban Area Clusters



This information has been compiled for planning purposes and may not be reproduced or transmitted for commercial purposes or for any other purpose without the prior approval of the Herkimer Oneida Counties Comprehensive Planning Program (HOCCPP). The HOCCPP shall not be liable for any misuse or misrepresentation of this information. The HOCCPP makes no warranty as to the accuracy of the data contained hereon.  
Updated August 2017

**Oneida County Industrial Development Agency**  
**Housing Recapture Policy**  
**Adopted November 13, 2015**

1. **Project Obligation.** The financial assistance granted by the Agency is conditioned upon the Applicant constructing its Project as represented in its Application, within two years from the date the Project is induced (the "Project Obligation"). Each Project receives financial assistance based upon how the Project scored using the criteria described in the Housing Policy (the "Initial Score"). If, after two years or upon completion of the Project, the Final Project is not completed in accordance with the Project Obligation, it may subject the Applicant to recapture of financial assistance.
2. **Reporting to the IDA.** An Applicant will be required to submit one Final Project Report within ten days of receiving a Certificate of Occupancy for all units, or at least ten days before the end of the lease term, whichever is soonest but in no case longer than two years from the date induced. The Final Project Report will certify completion of the facility in compliance with the Project Obligation, and will provide copies of all Certificates of Occupancy.
3. **Final Project Review.** Upon receipt of the Final Project Report, the Agency will score the Project again using the same criteria contained in the Housing Policy as when the Project was induced (the "Final Score"). In the event the Applicant fails to meet the criteria upon which the project received its Initial Score and the Final Score would have resulted in less financial assistance, the Applicant may be subject to recapture and/or a reduction of financial assistance. If the scoring results in a higher score, the Applicant will not be entitled to additional financial assistance.
4. **PILOT Amendments.**
  - a. If a Project's Initial Score is for Tier 1 Benefits and the Final Score is for Tier 2 Benefits, the PILOT Agreement will be revised to reflect the PILOT Exemption Schedule for Tier 2 Benefits.
  - b. If a Project's Initial Score is for Tier 1 Benefits or Tier 2 Benefits and the Final Score is for Tier 3 Benefits or lower, the PILOT Agreement will be terminated.
5. **Major Shortfall.** If a Project's Final Score is lower than Tier 3 Benefits, the Agency will notify the Company in writing of its intention to recapture benefits and the Company will have thirty (30) days to respond to the letter citing the reason or reasons the Company failed to achieve its Project Obligation, including any request to appear before the Agency. Then the Agency, in its sole discretion, may:
  - a. Take no action if it is determined that the reason or reasons for failing to achieve the Project Obligation are temporary or, in the sole opinion of the Agency, it is in the best interest of economic development of Oneida County;
  - b. Reduce the benefits granted to the Company in an amount proportionate to the percentage of the Project Obligation that was achieved (i.e., if the Company meets 75% of its projections, 25% of benefits are recaptured); or
  - c. Terminate the Leaseback Agreement and the PILOT Agreement and require the Company to repay 100% of the benefits received to date.

6. **Mandatory Recapture**. The Agency is mandated to recapture New York State sales tax benefits where:
  - a. The Project is not entitled to receive those benefits.
  - b. The exemptions exceed the amount authorized, or are claimed for unauthorized property or services.
  - c. The Company fails to use property or services in the manner required by the Leaseback Agreement.
  
7. **Miscellaneous**.
  - a. The Agency in granting benefits retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions.
  - b. No violation of these provisions will, in and of itself, constitute a default of any financing debt instrument.

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

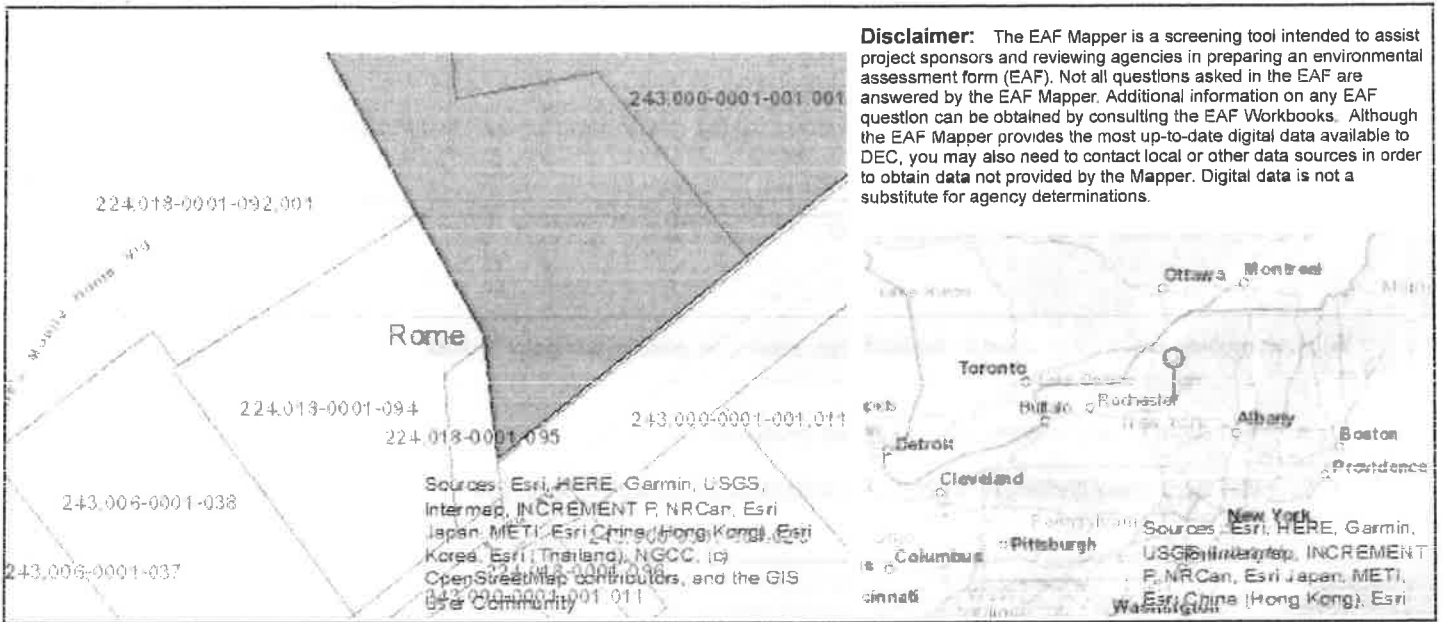
<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Air City Lofts (Phases 2-4)			
Project Location (describe, and attach a location map): Previous Building 240 Site at Griffiss Business and Technology Park, Rome, NY			
Brief Description of Proposed Action: Development of three (3) phases of multi-story multi-use buildings including commercial, office and residential uses, associated parking, pedestrian amenities and infrastructure. There are 6 proposed buildings in the three phases.  Site Plan application is being filed simultaneously with GLDC's application for Subdivision. In order to avoid segmentation, the SEQR coordinated review will be performed for the entire project, including subdivision, during the Site Plan Review process.			
Name of Applicant or Sponsor:  B240, LLC	Telephone: 518-584-9007		
Address:  18 Division Street, Suite 401		E-Mail: kate@bonacio.com	
City/PO: Saratoga Springs	State: NY	Zip Code: 12866	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Oneida County Industrial Development Agency, City of Rome Planning Board, Oneida County Planning Board	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. a. Total acreage of the site of the proposed action? _____ ~15.25 acres b. Total acreage to be physically disturbed? _____ ~15 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ ~15.25 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): NYS Route 825 <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, <ul style="list-style-type: none"> <li>a. A permitted use under the zoning regulations?</li> <li>b. Consistent with the adopted comprehensive plan?</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
8. <ul style="list-style-type: none"> <li>a. Will the proposed action result in a substantial increase in traffic above present levels?</li> <li>b. Are public transportation services available at or near the site of the proposed action?</li> <li>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
12. <ul style="list-style-type: none"> <li>a. 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?</li> <li>b. 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?</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
13. <ul style="list-style-type: none"> <li>a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</li> <li>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?</li> </ul> If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES

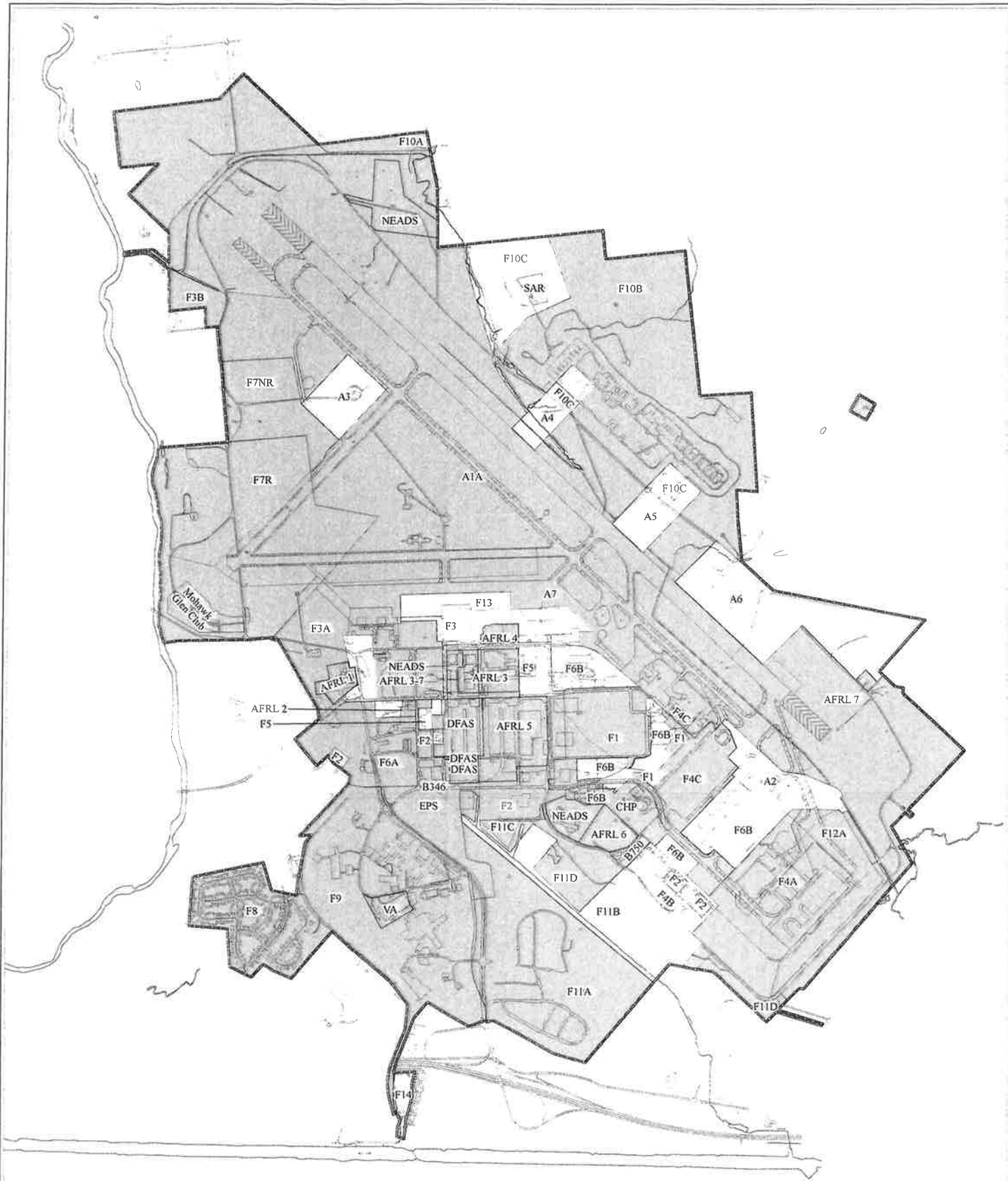
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NYSDEC has provided an environmental clearance for the property and the deed restrictions were lifted. Please see attached supplemental information.		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Alfio Benacio, Jr.</u>	Date: <u>4/2/2020</u>	
Signature: <u>[Signature]</u>	Title: <u>member</u>	

**PRINT FORM**

PAGE



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes



## NATIONAL PRIORITIES LIST STATUS

20 March 2009

FPM group

UNITED STATES AIR FORCE  
GRIFFISS AIR FORCE BASE  
ROME, NEW YORK

- Key to Features**
- Base Boundary
  - Culvert/Storm Drain
  - Surface Water
  - Deleted from NPL
  - Remaining on NPL
  - Government Retained Parcels (Deisting Not Requested)

<b>Project:</b>	B240 Site Plan Phase II-IV
<b>Date:</b>	6/3/2020

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: B240 Site Plan II-IV

Date: 6/3/2020

### **Short Environmental Assessment Form Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The B240 Site Plan Review for Phase II-IV includes development of three phases of multi-story multi-use buildings including commercial, office and residential uses, associated parking, pedestrian amenities and infrastructure. There are a total of six buildings in the three phases. This project is located in the Griffiss Business and Technology Park and is proposed on an approximate 15.25 acre vacant parcel.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Rome Planning Board

June 3, 2020

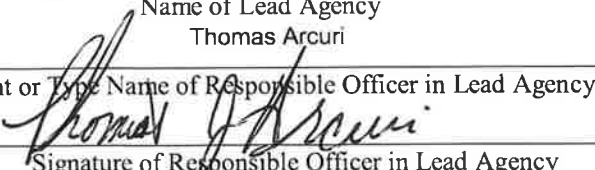
Name of Lead Agency

Thomas Arcuri

Date

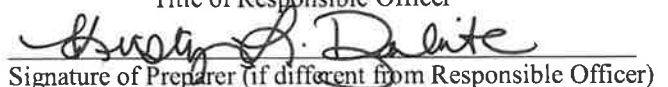
Planning Board Vice Chairman

Print or Type Name of Responsible Officer in Lead Agency



Signature of Responsible Officer in Lead Agency

Title of Responsible Officer



Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**



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Prepared for:

Client Name

Address (line 1)  
Address (line 2)

Project Title:

Project Title (line 1)

Project Title (line 2)

Project Title (line 3)

Address (line 1)  
Address (line 2)

Project No.: 2017XXX  
Design: MCB  
Drawn: JTM Ch'k'd: MTB  
Date: 09/XX/2025 Scale: 1"=20'

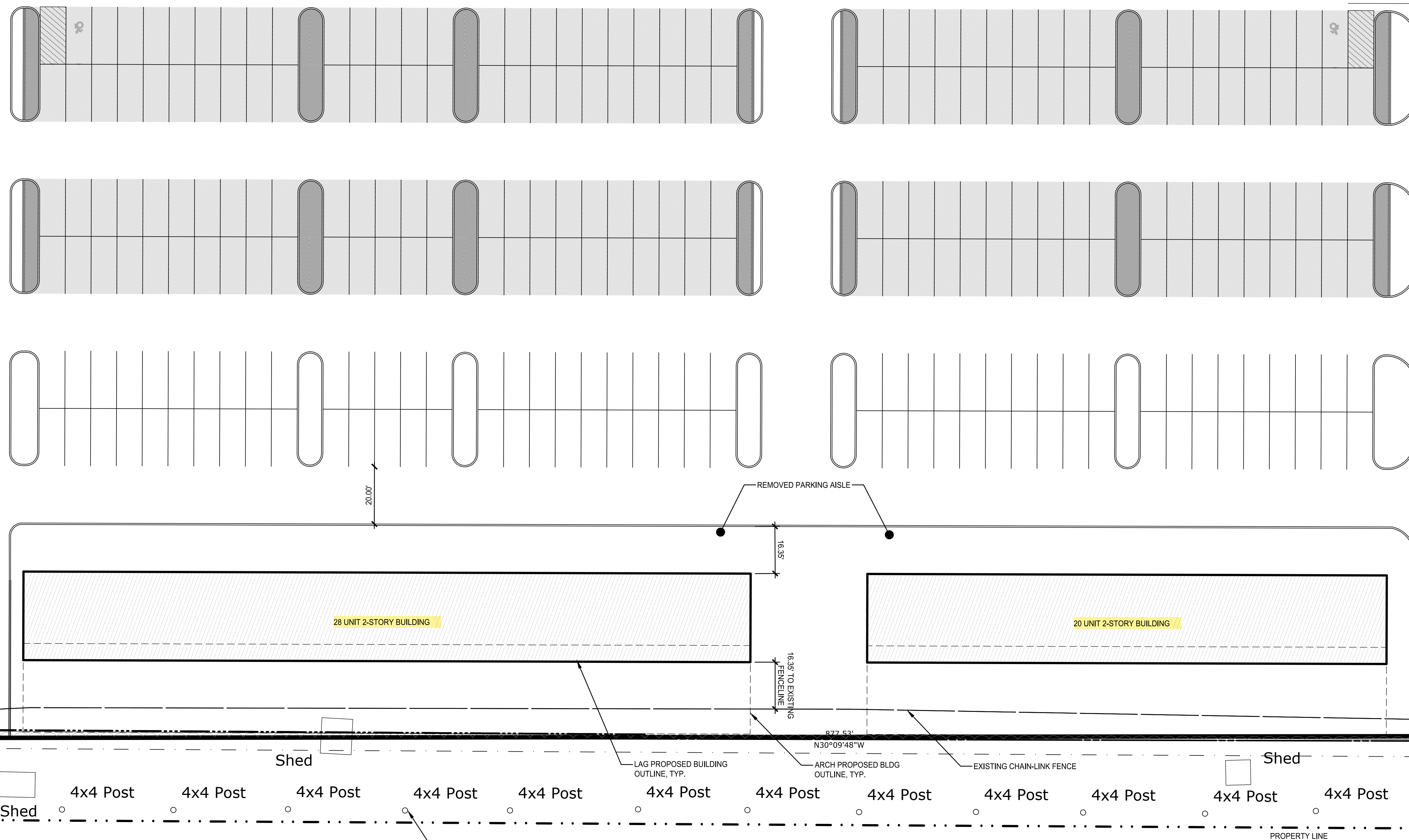
Rev:	Description:	Date:

Drawing Title

CONCEPT B

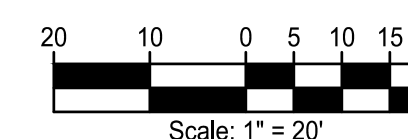
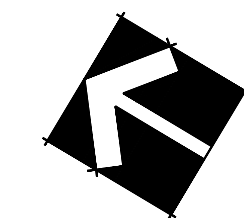
Drawing No.

L-2.0



### LEGEND

- PROPERTY LINE
- CHAIN LINK FENCE
- LAG BUILDING
- ARCH BUILDING



# B240 LLC- Phase 5

## 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 <sup>2</sup> that is being repurposed or redeveloped for an eligible housing project.	25	25
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.	20	20
Utilizes Existing Infrastructure	Projects that <i>utilize existing infrastructure</i> (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	20
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.	5	5

<sup>2</sup> Urban infill site would include infill rental housing being constructed on vacant or underutilized property.

## B240 LLC- Phase 5

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.	<b>10</b>	<b>10</b>
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.	<b>20</b>	<b>0</b>
<b>Total Points:</b>		<b>100</b>	<b>80</b>

### 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.

PILOT Value Calculations - Applicant Prepared

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY - ACL Phase 5 (Efficiency Studios)  
 48 Residential Rental Units - TIER 1 PILOT

PILOT Year	CALENDAR YEAR:	PILOT Schedule Assessed Valuation	Abatement Schedule for Added Value	Estimated Full Taxes with No PILOT	Estimated Total PILOT Payments	Tax Rate (3% above current rate 2025 & 1.5% annual increase)
Year 1	2027	\$1,579,200.06	100%	\$ 109,947.30	\$0.00	\$ 69.62
Year 2	2028	\$1,579,200.06	100%	\$ 111,596.51	\$0.00	\$ 70.67
Year 3	2029	\$1,579,200.06	100%	\$ 113,270.46	\$0.00	\$ 71.73
Year 4	2030	\$1,579,200.06	100%	\$ 114,969.51	\$0.00	\$ 72.80
Year 5	2031	\$1,579,200.06	75%	\$ 116,694.05	\$ 29,173.51	\$ 73.89
Year 6	2032	\$1,579,200.06	50%	\$ 118,444.47	\$ 59,222.23	\$ 75.00
Year 7	2033	\$1,579,200.06	50%	\$ 120,221.13	\$ 60,110.57	\$ 76.13
Year 8	2034	\$1,579,200.06	25%	\$ 122,024.45	\$ 91,518.34	\$ 77.27
Year 9	2035	\$1,579,200.06	10%	\$ 123,854.82	\$ 111,469.33	\$ 78.43
Year 10	2036	\$1,579,200.06	10%	\$ 125,712.64	\$ 113,141.37	\$ 79.61
Year 11	2037	\$1,634,400.06	100%	\$ 132,058.45	\$ 132,058.45	\$ 80.80
<b>Totals Year 1-10</b>				\$ 1,176,735.33	\$464,635.36	
	Total PILOT Payments	\$ 464,635.36				
	Full Taxes no PILOT	\$ 1,176,735.33				
	<b>Estimated Real Estate Tax Savings</b>	<b>\$ 712,099.97</b>				
	Estimated Mortgages Tax Savings	\$ 40,907.45				
	Estimated Sales Tax Savings	\$ 169,785.00				
	Estimated Financial Assistance	\$ 922,792.42				
	IDA Administrative Fee					

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

25-Sep-25

Name of Applicant: B240 LLC

Description of Project: 18 Division St. Saratoga Springs, NY 12866  
Two, two-story apartment buildings  
Phase 5 (on Phase 2 excess parking spaces)

Name of All Sublessees or Other Occupants of Facility: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Principals or Parent of Applicant: Alfio Bonacio Jr.

Products or Services of Applicant to be produced or carried out at facility: Market rate apartments-48 total

Estimated Date of Completion of Project: Nov-25

Type of Financing/ Structure:

_____	Tax-Exempt Financing
_____	Taxable Financing
<u>  X  </u>	Sale/ Leaseback
_____	Other

Type of Benefits being Sought by Applicant:

_____	Taxable Financing
_____	Tax-Exempt Bonds
<u>  X  </u>	Sales Tax Exemption on Eligible Expenses Until Completion
<u>  X  </u>	Mortgage Recording Tax Abatement
<u>  X  </u>	Real Property Tax Abatement

**Project Costs**

Land Acquisition	\$ 50,000
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 6,023,680
Installation Costs	\$ -
Site Preparation/Parking Lot Construction	\$ 444,320
Machinery & Equipment (other than furniture)	\$ -
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ 213,500
Legal Fees (applicant, IDA, bank, other counsel)	\$ 24,500
Financial (all costs related to project financing)	\$ 358,000
Permits	\$ 6,500
Other	\$ 278,000
Agency Fee	\$ 36,993
<b>TOTAL COST OF PROJECT</b>	<b>\$ 7,435,493</b>

see application

**Assistance Provided by the Following:**

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

**Company Information**

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

0
1
0

**Average Salary of these Positions**

\$	-
\$	50,000
\$	-

**Earnings Information for Oneida County**

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

\$	50,000
\$	25,000
\$	32,000

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

32
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**Calculation of Benefits (3 Year Period)**

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 150,000	\$ 6,375
Existing	\$ -	\$ -
Indirect Jobs		
Created	\$ 187,500	\$ 7,969
Existing	0	0
Construction - only one year		
Person Years	\$ 1,034,880	\$ 43,982
<b>TOTALS Calculation of Benefits (3 Yr Period)</b>	<b>\$ 1,372,380</b>	<b>\$ 58,326</b>

**TAXABLE GOODS & SERVICES**

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ 54,000	\$ 5,265
	Existing	0.36	\$ -	\$ -
Indirect Jobs	Created	0.36	\$ 67,500	\$ 6,581
	Existing	0.36	\$ -	\$ -
Construction - only one year	Person Years	0.36	\$ 372,557	\$ 36,324
<b><u>TOTAL TAXABLE GOODS &amp; SERVICES</u></b>			<b>\$ 494,057</b>	<b>\$ 48,171</b>

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:	36.0123	Rome	25-26
Tax Rate for Municipality where facility is located:	20.75	Rome	2025
Tax Rate for County:	10.0699	Oneida	2025
	Total Rate:		
			66.8322
Real Property Taxes Paid:	\$ 4,545		

**COSTS: IDA BENEFITS**

Real Property Taxes Abatement	\$ 712,100	Tier 1 Housing
Mortgage Tax Abated (.75%)	\$ 40,907	
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 169,785	
Total:	\$ 922,792	

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.