

# Onondaga County Industrial Development



## Project Summary

5/10/2021

<b>1. Project</b>	Camillus Mills Phase II, LLC	<b>2. Project Number</b>	3101-21-08A
<b>3. Location</b>	Camillus	<b>4. School District</b>	West Genesee School District
<b>5. Tax Parcel(s)</b>	002.-01-02.1	<b>6. Project Type</b>	New Construction
		<b>Village</b>	Camillus

<b>7. Total Project Cost</b>	\$	<b>13,005,000.00</b>	<b>8. Total Jobs</b>	1.5	This will be one FTE and one PT position
Land	\$	-	8A. Job Retention	0	
Site Work	\$	1,530,000	8B: Job Creation	1.5	(Next 5 Years)
Building	\$	9,482,000			
Furniture & Fixtures	\$	123,000			
Equipment	\$	100,000			
Equipment Subject to NYS Production Exemption	\$	-			
Engineering/Architecture Fees	\$	270,000			
Financial Charges	\$	670,000			
Legal Fees	\$	80,000			
Other	\$	100,000			

## Cost Benefit Analysis

### Camillus Mills Phase II, LLC

Fiscal Impact (\$)

<b>Estimated Abatement Cost</b>	<b>\$434,562</b>
Sales Tax Abatement	\$349,812
Mortgage Recording Tax Abatement	\$84,750
Real Property Tax Relief	\$0
<b>New Investment</b>	<b>\$19,860,015</b>
PILOT Payments	\$0
Project Wages (10 years)	\$1,150,000
Construction Wages	\$7,566,965
Employee Benefits (10 years)	\$0
Project Capital Investment	\$11,012,000
Agency Fees	\$131,050

## Benefit:Cost Ratio

**45.70 :1**

## Project Description

This is a proposed \$13million development of approximated 60,500 sf of building space on three floor that would include a mix of residential, commercial and retail use. This is the re-development of the vacant parcel at the old Camillus Cutlery Company site.



**ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
APPLICATION FOR BENEFITS**

1. Fill in all blanks using “none”, “not applicable” or “not available”. If you have any questions about the way to respond, please call the Onondaga County Industrial Development Agency at 315-435-3770.
2. If providing an estimate put “(est.)” after the figure or answer. If more space is needed to answer any specific question, attach a separate sheet.
3. If the OCIDA Board approves benefits, it is the company’s responsibility to obtain and submit all necessary forms and documents. (ST-60, PILOT Agreement)
4. When completed, return this Application by mail or fax to the Agency at the address indicated below. A signed application may also be submitted electronically in PDF format to Nate Stevens at [nstevens@ongov.net](mailto:nstevens@ongov.net). **An Application will not be considered by the Agency until the Application fee has been received.**
5. The Agency will not give final approval for this Application until the Agency receives a completed NYS Full Environmental Assessment Form concerning the Project, which is the subject of this Application. The form is available at <http://www.dec.ny.gov/permits/6191.html>.
6. Please note the Public Officers Law declares all records in the possession of the OCIDA (with certain limited exceptions) are open to public inspection and copying. If the Applicant is of the opinion that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant’s competitive position, this Applicant must identify such elements in writing and request that such elements be kept confidential. In accordance with Article 6 of the Public Officer’s Law, the OCIDA may also redact personal, private, and/or proprietary information from publicly disseminated documents.
7. The Applicant will be required to pay the Agency Application fee and, if accepted as a project of the agency, all administrative and legal fees as stated in Section VI of the Application.
8. A complete application consists of the following 9 items:
  - This Application
  - Local Access Agreement
  - Employment Plan
  - Conflict of Interest
  - A feasibility statement indicating the need for the requested benefits
  - Description of project, Site Plans/Sketches, and Maps
  - NYS Full Environmental Assessment Form
  - A check payable to the Agency in the amount of \$1,000
  - A check payable to Barclay Damon LLP in the amount of \$2,500
9. This Application was adopted by the OCIDA Board on November 19, 2019.

**It is the policy of the Agency that any project receiving benefits from the Onondaga County Industrial Development Agency will utilize 100% local contractors and local labor for the construction period of the project unless a waiver is granted in writing by the Agency.**

**Return to:**

Onondaga County Industrial Development Agency  
Attn: Nate Stevens  
333 W. Washington Street, Suite 130  
Syracuse, NY 13202  
Phone: 315-435-3770 | Fax: 315-435-3669  
[nstevens@ongov.net](mailto:nstevens@ongov.net)

**Section I: Applicant Information**

Please answer all questions. Use "None", "Not Applicable" and "See Attached" where necessary.

**A) Applicant information-company receiving benefits:**

Applicant Name: Camillus Mills Phase II, LLC

Applicant Address: 221 West Division Street

Phone: (315) 475-7499 Fax: (315) 471-8028

Website: N/A E-mail: dbsutherland323@yahoo.com

Federal ID#: 81-3472757 NAICS: 23

State and Year of Incorporation/Organization: New York State, 2019

Will a Real Estate Holding Company be utilized to own the Project property/ facility?  Yes  No

What is the name of the Real Estate Holding Company: Camillus Mills Redevelopment Company, Inc.

Federal ID#: 81-3472757

State and Year of Incorporation/Organization: New York State, 2019

List of stockholders, members, or partners of Real Estate Holding Company:

Ted L Kinder, Robert C Medina, Timothy Stitt, Christopher Kinder, James Kinder, Thomas Blair and Douglas Sutherland

**B) Individual Completing Application:**

Name: Douglas Sutherland

Title: Managing Member, Camillus Mills II, LLC

Address: 221 West Division Street, Syracuse, NY 13204

Phone: (315) 475-7499 Fax: (315) 471-8028

E-mail: dbsutherland323@yahoo.com

**C) Company Contact (if different from individual completing application):**

Name: N/A  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**D) Company Counsel:**

Name of Attorney: C. Daniel Shulman, Esq.  
Firm Name: Hancock Estabrook, LLP  
Address: 1800 AXA Tower | 100 Madison Street | Syracuse, New York 13202  
Phone: 315.565.4578 Cell Phone: \_\_\_\_\_  
E-mail: dshulman@hancocklaw.com | www.hancocklaw.com

**E) Business Organization (check appropriate category):**

- Corporation  Partnership  
 Public Corporation  Joint Venture  
 Sole Proprietorship  Limited Liability Company

Others (please specify): \_\_\_\_\_

Year Established: 2019

State in which Organization is established: NY

**F) List all stockholders, members, or partners with % of ownership greater than 5% :**

Name	% of ownership		
<u>Thomas Blair</u>	<u>20%</u>	<u>Robert Medina</u>	<u>10%</u>
<u>Ted Kinder</u>	<u>10%</u>	<u>Timothy Stitt</u>	<u>15%</u>
<u>Christopher Kinder</u>	<u>15%</u>	<u>Douglas Sutherland</u>	<u>20%</u>
<u>James Kinder</u>	<u>10%</u>		

**G) Applicant Business Description:**

Please attach a description of your company's background, products, customers, goods and services.

Estimated % of sales within Onondaga County:  N/A

Estimated % of sales outside Onondaga County but within New York State:  N/A

Estimated % of sales outside New York State but within the U.S.:  N/A

Estimated % of sales outside the U.S.:  N/A

(\*Percentage to equal 100%)

**H) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in Onondaga County. Include list of vendors, raw material suppliers and percentages for each. Provide supporting documentation including estimated percentages of local purchases. Please attach this information.**

**I) Applicant History: If the answer to any of the following is "Yes", please explain below. If necessary, attach additional information.**

1. Is the company or management of the Company now a plaintiff or defendant in any civil or criminal litigation?  Yes  No

2. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)?  Yes  No

3. Has any person listed in Section I ever been in receivership or declared bankruptcy?  Yes  No

Please attach any explanations:

**J) Has the Project Beneficiary received assistance from OCIDA, SIDA, New York State or the Onondaga Civic Development Corporation in the past? If yes please attach an explanation and please give year, project name, description of benefits and address of project.**

Yes  No

## Section II: Project Information

- A) Project Location: Location where the investment will take place. If company is moving, the new location should be entered here and the current location should be in Section I.

Address: 52 Genesee Street

Legal Address (if different): 221 West Division Street, Syracuse, NY 13204

City: \_\_\_\_\_ Village/Town: Village of Camillus

Zip Code: 13031 School District: West Genesee

Tax Map Parcel ID(s): Tax Map Nos. 002.-01-02.1

Current Assessed Value: \$100,000 Sq. Footage of Existing Building: N/A - Open Site

Census Tract: 11902

- B) Type (Check all that apply):

- New construction  Purchase of machinery and/or equipment  
 Expansion/Addition to current facilities  Brownfield/Remediated Brownfield  
 Renovation of existing facility  LEED Certification  
 Acquisition of existing facility/property  Other:  
 Demolition and Construction

- C) Please attach a summary of how this project will help your business grow. Will it set the company up for revenue growth? Will it mitigate cost? Will it provide more flexibility?

- D) Description of Project: Please provide a detailed narrative of the proposed Project. This narrative should include, but is not limited to:

- (i) the size of the Project in square feet and a breakdown of square footage per each intended use;  
 (ii) the size of the lot upon which the Project sits or is to be constructed;  
 (iii) the current use of the site and the intended use of the site upon completion of the Project;  
 (iv) the principal products to be produced and/or the principal activities that will occur on the Project site; and  
 (v) an indication as to why the Applicant is undertaking the Project and the need for the requested benefits. **Please separately attach the description and any copies of site plans, sketches or maps.**

E) Select Project Type for all end users at Project site (you may check more than one):  
\*\*Please check any and all end users as identified below

- |   |  |
|---|--|
| <input type="checkbox"/> Industrial                       | <input type="checkbox"/> Bank Office                     |
| <input type="checkbox"/> Acquisition of Existing Facility | <input checked="" type="checkbox"/> Retail               |
| <input checked="" type="checkbox"/> Housing               | <input checked="" type="checkbox"/> Mixed Use            |
| <input type="checkbox"/> Equipment Purchase               | <input type="checkbox"/> Facility for Aging              |
| <input checked="" type="checkbox"/> Multi-Tenant          | <input type="checkbox"/> Civic Facility (not for profit) |
| <input checked="" type="checkbox"/> Commercial            | <input type="checkbox"/> Other _____                     |

F) For the Agency to consider this Project, please provide the following information:

1. Does the project consist of new construction or expansion or substantial renovation of an existing facility?  
 Yes       No
2. Will the project create new employment opportunities or retain existing jobs that may otherwise be lost?  
 Yes       No
3. Does the project beneficiary serve a customer base primarily outside of Onondaga County?  
 Yes       No

G) Will the completion of the Project result in the removal of an industrial or manufacturing plant of the company 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 company located within the state? Please explain if you answer "Yes" by attaching a response.

Yes       No

H) Please attach a description of any compelling circumstances the Agency should be aware of while reviewing this application.

I) Environmental Information

1. Please attach the appropriate Environmental Impact Forms to your application. Here is a link to the SEQR forms:
  - a. <http://www.dec.ny.gov/permits/6191.html>
2. Have any environmental issues been identified on the property?  
 Yes       No  
If yes, please attach an explanation.

## Section III: Construction

### A) Project Costs and Finances

Description of Costs	Total Budget Amount	% of Total Budget to be Procured in Onondaga County	Total Private Expenditure (should be less than or equal to total budget amount)
Land Acquisition	N/A		
Site Work/Demo	1,530,000		
Building Construction & Renovation	<b>9,482,000</b>		
Furniture & Fixtures	123,000		
Equipment	100,000		
Equipment Subject to NYS Production Sales Tax			
Engineering/Architect	270,000		
Financial Charges	670,000		
Legal	80,000		
Other	100,000		
Management/Developer Fees	650,000		
<b>Total Project Cost</b>	<b>13,005,000</b>		

**Note: Do not include OCIDA fees, OCIDA application fees or OCIDA legal fees as part of the Total Project Cost. You may attach a separate chart if needed.**

B) <u>TOTAL Capital Costs</u>	\$ <u>13,005,000</u>
<u>Project refinancing: estimated amount</u> (for refinancing of existing debt only)	\$ <u>0</u>
<u>Sources of Funds for Project Costs:</u>	
1. Bank Financing	\$ <u>11,300,000</u>
2. Equity (excluding equity that is attributed to grants/tax credits)	\$ <u>365,000 (net new)</u>
3. Tax Exempt Bond Issuance (if applicable)	\$ <u>0</u>
4. Taxable Bond Issuance (if applicable)	\$ <u>0</u>



D) New Employment Benefits

- i. Complete the following chart indicating the number of FTE jobs presently employed at the Project and the number of FTE jobs that will be created at the Project site at the end of the first, second, third, fourth and fifth years after the Project is completed. Jobs should be listed by title of category (see below), including FTE independent contractors or employees of independent contractors that work at the Project location. Do not include construction workers.
- ii. Feel free to include additional information or a substitute chart if you think additional material would add clarity.

Current & Planned Full Time Occupations (Job Titles)	Salary (Annual or Hourly)	Current Number of FTEs	Estimated Number of FTE Jobs added each year after project				
			Year 1	Year 2	Year 3	Year 4	Year 5
Property Management Person	\$35,000	N/A	1				
Property Management Person (50%)	\$30,000	N/A	1				
<b>Job Creation Subtotal</b>		1.5 Jobs					

For purposes of completing the chart, please list the job titles that will be increasing in number. If possible, please attach a brief description that outlines what each job entails.

If you prefer, you may attach a job chart of your own that outlines the job growth projections regarding the project.

E) Financial Assistance sought (estimated values):

- Real Property Tax Abatement (PILOT): N/A
- Mortgage Recording Tax Exemption (.75% of amount mortgaged): \$ 84,750
- Sales and Use Tax Exemption (4% Local, 4% State): \$ 349,812
- Tax Exempt Bond Financing (Amount Requested): N/A
- Taxable Bond Financing (Amount Requested): N/A

F) Mortgage Recording Tax Exemption Benefit Calculator: Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent/  
bridge financing): \$ 11,300,000

Estimated Mortgage Recording Tax Exemption Benefit (product of  
mortgage amount as indicated above, multiplied by .0075): \$ 84,750

G) Sales and Use Tax Benefit Calculator: Gross amount of costs for goods and services that are subject to State and local Sales and US tax – said amount to benefit from the Agency’s Sales and Use Tax exemption benefit:

\$ 4,372,650

Estimated State and local Sales and Use Tax Benefit (product of 8% multiplied by the figure, above) (This should match the amount in section “E” on this page, this calculation only exists to help you with your estimate):

\$ 349,812

## Section IV: Estimate of Real Property Tax Abatement Benefits

Section IV of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application prior to the completed application being provided to the OCIDA Board.

### A) PILOTS Estimate Table Worksheet

OCIDA estimate of current value	N/A
New construction and renovation costs	N/A
OCIDA estimate of increase in value	N/A
OCIDA estimated value of completed project	N/A
OCIDA estimate of taxes that would have been collected if the project did not occur	<b>N/A</b>
Scheduled PILOT payments	N/A

PILOT Year	Exemption %	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	100						
2	90						
3	80						
4	70						
5	60						
6	50						
7	40						
8	30						
9	20						
10	10						
<b>TOTAL</b>							

Estimates provided are based on current property tax rates and assessment value (current as of date of application submission) and have been calculated by IDA staff

## Section V: Local Access Policy Agreement

In absence of a waiver permitting otherwise, every project seeking the assistance of the Onondaga County Industrial Development Agency (Agency) must use local general contractors, sub-contractors, and labor for one-hundred percent (100%) of the construction of new, expanded, or renovated facilities. The project's construction or project manager need not be a local company.


**Noncompliance may result in the revocation and/or recapture of all benefits extended to the project by the Agency. Local Labor is defined as laborers permanently residing in the State of New York counties of Cayuga, Cortland, Herkimer, Jefferson, Madison, Oneida, Onondaga, Oswego, Tompkins, and Wayne. Local (General/Sub) Contractor is defined as a contractor operating a permanent office in the State of New York counties of Cayuga, Cortland, Herkimer, Jefferson, Madison, Oneida, Onondaga, Oswego, Tompkins and Wayne. The Agency may determine on a case-by-case basis to waive the Local Access Policy for a project or for a portion of a project where consideration of warranty issues, necessity of specialized skills, significant cost differentials between local and non-local services or other compelling circumstances exist. The procedure to address a local labor waiver can be found in the OCIDA handbook, which is available upon request.**

Prior to issuance of any NYS Tax & Finance ST-60 forms, the Applicant must submit a **Contractor Status Report to the Agency.**

In consideration of the extension of financial assistance by the Agency Camillus Mills Phase II, LLC (the Company) understands the Local Access Policy and agrees to complete Appendix C of the Agency's application at the time of the application to the Agency and as part of a request to extend the valid date of the Agency's tax-exempt certificate for the Project. The Company understands that an Agency tax-exempt certificate is typically valid for 12 months from the effective date of the project inducement and extended thereafter upon request by the Company. The Company further understands that any request for a waiver to this policy must be submitted in writing and approved by the Agency.

I agree to the conditions of this agreement and certify all information provided regarding the construction and employment activities for the project as of 3-31-21 (date).

Company: Camillus Mills Phase II, LLC  
Representative for Contract: Douglas B Sutherland  
Address: 221 West Division Street City: Syracuse State: NY Zip: 13204  
Phone: (315) 475-7499 Email: dbsutherland323@yahoo.com  
Project Address: 52 Genesee Street City: Camillus State: NY Zip: 13031

General Contractor: MCK Building Associates  
Contact Person: Timothy Stitt  
Address: 221 West Division Street City: Syracuse State: NY Zip: 13204  
Phone: (315) 475-7499 Email: tim@mckbuildingassociates.com  
Authorized Representative: Timothy Stitt Title: President  
Signature: 

## Section VI: Agency Fee Schedule

**Payment Terms:**

Application & Processing Fee (payable at the time of application):	\$1,000
Legal Deposit (payable at the time of application):	\$2,500
Agency Fee for Bond Projects:	Payable at Closing
Agency and Legal Fees for all other projects:	Due and Payable at Inducement

**\* A sales tax certificate (ST-60) will not be issued until the Agency Fee is Paid in Full**

**Agency Fees:** The project cost is the Total Project Cost from section III A

<u>Benefit Sought</u>	<u>Fee Charged</u>
Mortgage Recording Tax and/or Sales Tax exemptions:	0.01 X the project cost
Additional Fee for PILOT Agreement Projects:	0.0025 X the project cost
Fee for bond financing, refinancing & refunding:	0.0025 X the project cost

Note: For Manufacturing Projects under \$10 million the fee is reduced by: 0.0025 X the project cost

**Agency Legal Fees:** The project cost is the Total Project Cost from section III A

Fee for first \$20 million:	0.0025 of the project cost
Fee for expenses above \$20 million:	0.00125 of the project cost

In addition to the foregoing, Applicants are responsible for payment of all costs and expenses incurred by OCIDA in connection with application or Project including without limitation publication, copying costs, SEQRA compliance and fees and costs to OCIDA's attorneys, engineers, and consultants. OCIDA reserves the right to require a deposit to cover anticipated costs. Application fees are payable at time application/request is submitted. All fees are non-refundable. Applicants for bond transactions are responsible for payment of a Bond Issuance Charge payable to the State of New York. Applicants are also responsible for payment of post-closing fees and costs associated with the appointment of additional agents.

OCIDA reserves the right to modify this schedule at any time and assess fees and charges in connection with other transactions such as grants of easement or lease or sale of OCIDA-owned property.

## Section VII: Recapture of Tax Abatement/Exemptions

**Information to be Provided by Companies:** Each Company agrees that to receive benefits from the Agency it must, whenever requested by the Agency or required under applicable statutes or project documents, provide and certify or cause to be provided and certified such information concerning the Company, its finances, its employees and other topics which shall, from time to time, be necessary or appropriate, including but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

**Recapture of Benefits:** It is the policy of the Agency to recapture the value of a PILOT, any sales and use tax exemption, and mortgage recording tax exemption in accordance with the Laws of the State and the provisions contained herein. Before receiving benefits, the Company must attest in writing to its understanding of, and agreement to, the recapture provisions contained in State Law and herein. To the extent permitted by State law, the recapture provisions contained herein may be modified from time to time by the Agency at its sole discretion.

**Recapture of a PILOT, Sales Tax and the Mortgage Recording Tax Exemptions:** If the number of full time equivalent jobs to be maintained or created in connection with a project falls below 75% of the number projected in the Company's application to the Agency, or if there are material violations of the project agreements, then the value of the property tax, sales and use tax and mortgage recording tax benefits extended to the project by the Agency may be subject to recapture. When deciding whether or not to recapture benefits and the amount of such recapture, the Agency may consider the potential future benefit of the business to the community.

**Recapture Payment:** The recapture payment paid by the Company to the Agency shall be determined (1) by the difference between any PILOT payments made by the Company and the property taxes that would have been paid by the Company if the property were not under the supervision, jurisdiction or control of the Agency, (2) the value of any mortgage recording tax exemption, if awarded to the Company and (3) the amount of sales and use tax that would have been paid if an exemption was not granted.

**Recapture of the PILOT, Sales Tax or Mortgage Recording Tax:** The Recapture Schedule for a Payment in Lieu of Tax Agreement, Sales Tax or the Mortgage Recording Tax is as follows:

Time from Project Completion	Tax Savings Recaptured
1 Year	80%
2 Years	60%
3 Years	40%
4 Years	20%
5 Years	10%

**Distribution of the Recapture Payment:** Any funds recaptured as a result of the recapture payment shall be distributed to the affected taxing jurisdictions in the same proportion as if the payments were paid or owed by the Company on the date of recapture.

**Additional Conditions for the Recapture of Sales and Use Tax:** As of April 1, 2013, New York State law requires Industrial Development Agencies to recapture sales tax benefits where:

- A project is not entitled to receive the benefits;
  - Exemptions received exceed the amount authorized by the Agency;
  - Exemptions are claimed by the Project for unauthorized property or services; or
  - A project fails to use property in the manner required by its IDA agreements.
1. **Distribution of Sales and Use Tax.** Project operators must cooperate with the Agency in its effort to recapture all sales and use tax benefits received by the Company by promptly paying the recapture amount as determined by the Agency. The amount to be recaptured will be dictated by State Law or this UTEP Policy, which ever may be applicable. The Agency shall remit the recaptured sales and use tax benefits to the State within 30 days of receipt.
  2. **Compliance Report.** Annually, the Agency will file an annual compliance report with the State of New York detailing its recapture terms and its activities to recapture benefits, including any attempt to recapture benefits from an Agency project.

**A "Full Time Permanent Employee" shall mean**

1. A full time, permanent, private sector employee on the Company's payroll, who has worked at the project location for a minimum of thirty hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Company to other employees with comparable rank, duties and hours; or
2. Up to three part time, permanent, private-sector employees on Company's payroll, who have worked at the project location for a combined minimum of thirty hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Company to other employees with comparable rank, duties and hours.

**I have read the foregoing and agree to comply with all the terms and conditions contained therein as well as policies of the Onondaga County Industrial Agency.**

Name of Applicant Company

Camillus Mills Phase-II, LLC

Signature of Officer or Authorized Representative:



Name & Title of Officer or Authorized Representative:

Douglas B Sutherland, Member

Date: 3-31-21

Section VIII: Employment Plan

**Jobs Listings:** In accordance with §858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Business Services and with the administrative entity of the service delivery area created by the Workforce Innovation and Opportunity Act of 2014 in which the Project is located. In Onondaga County, please contact CNY Works. Additionally, the applicant is encouraged to review the services provided by JOBSPlus! for candidate matching services.

Are the employees of your company currently covered by a collective bargaining agreement?

Yes  No

If yes, name and location: \_\_\_\_\_

Is the labor pool in Onondaga County and/or the CNY Economic Development Region adequate to fill new positions?

Yes  No


Enter Company Name in three (3) places below and sign by an authorized company officer:

In consideration of the benefits provided by the Onondaga County Industrial Development Agency (OCIDA), Camillus Mills Phase II, LLC, project beneficiary, also agrees to report to OCIDA on the number of new employment opportunities created in connection with industrial or commercial projects financed by the proceeds of such benefits to be listed with the New York State Department of Labor Business Services and CNY Works.

Camillus Mills Phase II, LLC, project beneficiary, also agrees to report to OCIDA on or before March 1 of each year the status of employment opportunities filed with the New York State Department of Labor Business Services, including the number of new employment opportunities created, the number listed, and the number filled for the year ending the prior December 31.

Camillus Mills Phase II, LLC, project beneficiary, further agrees that, to the extent practicable and feasible, and subject to the requirements of any existing collective bargaining agreement, the project beneficiary shall fill at least 10% of new employment opportunities with persons eligible for service under the Workforce Innovation and Opportunity Act of 2014.

Name of Applicant Company: Camillus Mills Phase II, LLC

Signature of Officer or Authorized Representative: 

Name & Title of Officer or Authorized Representative: Douglas B Sutherland

Date: 3-31-21

NYS Department of Labor:

Roy Jewell

Associate Business Service Representative

450 South Salina Street, Syracuse, NY 13202 315-479-3362

[roy.jewell@labor.ny.gov](mailto:roy.jewell@labor.ny.gov)

[www.labor.ny.gov](http://www.labor.ny.gov)

CNY Works

Chris Kennedy

Business Development Specialist

960 James Street, Syracuse, NY 13203

315-477-6974

[ckennedy@cnyworks.com](mailto:ckennedy@cnyworks.com)

[www.cnyworks.com](http://www.cnyworks.com)

Section IX: Conflict of Interest

Agency Board Members

- 1. Patrick Hogan
- 2. Steve Morgan
- 3. Victor Ianno
- 4. Sue Stanczyk
- 5. Kevin Ryan
- 6. Janice Herzog
- 7. Fanny Villarreal

Agency Officers/Staff

- 1. Robert M. Petrovich
- 2. Nathaniel Stevens
- 3. Nancy Lowery
- 4. Karen Doster
- 5. Chris Cox

Agency Legal Counsel & Auditor

- 1. Jeffrey Davis, Esq., Barclay Damon LLP
- 2. Amanda Mirabito, Esq., Barclay Damon LLP
- 3. Michael G. Lisson, CPA, Grossman St. Amour Certified Public Accountants PLLC

The Applicant has received from the Agency a list of members, officers and staff of the Agency. To the best of my knowledge, no member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Name of Applicant Company

Camillus Mills Phase II, LLC

Signature of Officer or Authorized Representative:



Name & Title of Officer or Authorized Representative:

Douglas B Sutherland, Member

Date: 3-31-21

## Section X: Representations, Certifications, and Indemnification

Douglas B Sutherland (Name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Member (title) of Camillus Mills Phase II, LLC (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. First Consideration for Employment:** In accordance with §858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in WIA programs who shall be referred by the CNY Works for new employment opportunities created as a result of the Project.
- B. Other NYS Facilities:** In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will 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 within the state is ineligible for Agency Financial Assistance, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or is reasonably necessary.
- C. Annual Sales Tax Filings:** In accordance with §874(8) 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, 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.
- D. Outstanding Bonds:** The Applicant understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the project that is requested by the Comptroller of the State of New York.
- E. Employment Reports:** The Applicant understands and agrees that, if the Project receives any financial assistance from the Agency, the Applicant agrees to file with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, with said report being an agenda item subject to the open

meetings law.

- F. Absence of Conflicts of Interest:** The Applicant has received from the Agency a list of the 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 hereinafter described in Section X.
- G. Compliance:** The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.
- H.** 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.

- I.** 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.
- J.** 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 in the Project.
- K.** 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.
- L.** The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents 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 statement contained herein not misleading.

- M. The OCIDA has the right to request and inspect supporting documentation regarding attestations made on this application.
- N. **Hold Harmless Agreement:** Applicant hereby releases Onondaga County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "Agency") 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 cause of action and attorney's fees and any other expenses incurred in defending any suits or action 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 process of the Application, including attorney's fees, if any.

# **CAMILLUS MILL PHASE II**

## **DESCRIPTION OF PROJECT**

### **INTRODUCTION**

This project application concerns the proposed redevelopment of the vacant parcel at 52 Genesee Street where the Camillus Cutlery Company factory once stood.

The former Camillus Cutlery property at 52-54 Genesee Street is owned by Camillus Mills Redevelopment Co., Inc. and is comprised of Tax Map Nos. 002.-01-02.1 (52 Genesee Street) and 002.-01-04.1 (54 Genesee Street) (together the “Property”). The entire 4.4 ± acre Property is enrolled in the NYSDEC voluntary brownfield cleanup program. The Property is zoned Planned Development District (“PDD”) and has self-contained bulk and use standards assigned to it. Some 90% of the vacant 52 Genesee Street parcel is a regulated flood zone.

### **BACKGROUND**

The Camillus Cutlery Company, once among the largest knife manufacturers in the US, was the economic anchor of the Village of Camillus for more than 100 years. The company fell on hard times, declared bankruptcy and closed its doors in 2007. In 2013 one of the largest fires in Onondaga County history destroyed the sprawling 140,000 sf wood frame former factory complex. An adjacent 41,000 sf building that formerly housed the Camillus Cutlery headquarters, knife polishing, packaging and shipping operation survived the fire with only minor damage.

### **COMPLETED PHASE 1**

A single-purpose entity called Camillus Mills, LLC completed an \$11 million certified historic rehabilitation of the National Register-listed former Camillus Cutlery headquarters building at 54 Genesee Street in 2017. Camillus Mills, LLC owns the building, and its affiliate, Camillus Mills Redevelopment Company, Inc., retains ownership of the land. Today, through adaptive reuse, the 41,000 sf former headquarters contains 29 residential apartments and 8,800 sf of commercial space. Fully remediated, renovated, and occupied since 2017, the old headquarters is, once again, a vibrant and welcomed presence in the heart of the Village’s downtown. Under the approved PDD, that project was envisioned as Phase I of an anticipated three-phase redevelopment of the 52-54 Genesee Street Property.

## **PROPOSED PHASE II - THE PROJECT**

A second single-purpose entity called Camillus Mills Phase II, LLC - also an affiliate of Camillus Mills Redevelopment Company, Inc. - in furtherance of the approved PDD master plan, now wishes to begin Phase II of the PDD redevelopment. A future Phase III project is planned for another time.

The proposed \$13 million Phase II development (“the Project”) includes approximately 60,500 square feet of occupied building space on three floors. The proposed new building is to be sited on the concrete slab of the former factory along the west bank of Nine Mile Creek on the eastern portion of the Property. The Phase II building will be a mix of commercial office and retail uses on the first floor near Genesee Street, and residential apartments through the remainder of the building. The plan includes some 6,500 sf of commercial/retail uses. The remaining 54,000 sf has been planned for 58 one- and two-bedroom market-rate apartments and associated common areas. Camillus Mills Phase II, LLC will own the building and its affiliate, Camillus Mills Redevelopment Company, Inc., will retain ownership of the land.

## **PHASE II BUILDING FEATURES**

The Phase II Project includes three occupied stories plus basement, and has an average height of approximately 43 feet above grade. The Project has been designed with clapboard siding, ample windows, numerous residential balconies and, after discussions with SHPO officials, a flat roof throughout. The proposed Phase II recalls the old Camillus Cutlery factory without replicating its specific features. Unlike the old factory, which sat adjacent the sidewalk on Genesee Street, the new Project has been set back some forty feet in deference to the National Register Landmark former headquarters next door. The development program includes some 44 covered, lower-level parking stalls. Another 53 open lot spaces will be constructed immediately north of the new building.

The building’s exterior will be lighted by building-mounted fixtures, and all parking lot lighting will be consistent with lighting choices made in Phase I with downcast post-mounted fixtures that minimize sky-glow conditions or light spillage onto adjacent properties or roadways.

The principal outdoor site amenity for building residents is a linear green space with seating areas, barbeque facilities and an overlook along Nine Mile Creek. Space running the length of the property along Nine Mile Creek has been reserved for a future, publicly-sponsored Creekwalk that proponents hope can be connected with the Town of Camillus’ nearby Erie Canal Park one-mile north of the Property, and via the Erie Canal Trailway, eventually be linked to the Lakeshore Trail around Onondaga Lake.

## **PROJECT DEVELOPMENT/MANAGEMENT**

The principals of Camillus Mills Redevelopment Company, Inc., Camillus Mills, LLC and Camillus Mills Phase II, LLC have considerable development experience with similar mixed-use facilities. Three, including Ted Kinder, Bob Medina and Doug Sutherland, are partners in Franklin Properties of Syracuse. Through various Franklin Properties-affiliated entities, they and other partners have developed, own and manage some \$50 million in commercial and residential facilities. Several are certified historic rehabilitations of National Register Landmark properties adapted for residential and commercial purposes. Two are Brownfield sites remediated and returned to productive use under the NYSDEC's Voluntary Clean-up Program ("VCP").

The Project will be managed by Sutton Companies, a highly respected, full-service RE leasing and management company that was established in 1933. The Sutton Companies manages some 2,000 apartments and more than one million square feet of commercial space throughout CNY including Phase 1 of the Camillus Mills complex.

## **ANTICIPATED JOB CREATION AND EMPLOYMENT**

We anticipate Camillus Mills Phase II will hire one full-time property management person. A second part-time property management person will also be employed by the facility.

Separately, it is anticipated the development's 6,500 sf of commercial space will be leased to commercial enterprises that employ between 12 and 18 persons. There are no lease commitments yet, so it is not possible to be more precise.

## **PROJECT BENEFICIARY ASSISTANCE**

Camillus Mills Phase II, LLC is a single-purpose entity formed to develop and own the Project. It won a \$675,000 grant commitment from the State of New York's Empire Development Corporation CFA program to be apportioned between Camillus Mills Phase II (\$340,000) and the future Camillus Mills Phase III (\$335,000).

In 2017/8, a separate entity, Camillus Mills, LLC, which includes the same members but at different ownership interests, received a Restore NY State Grant of \$2,340,000, a NYS REDC grant of \$500,000 and an Onondaga County Main Street Grant of \$36,500 for the rehabilitation of the former Camillus Cutlery headquarters building (Camillus Mills Phase I).

## **PROJECT CHALLENGES**

This old industrial site presents an unusual set of challenges that add considerable cost and complexity to the Project:

***FEMA-designated floodplain.*** 90% of the 52 Genesee Street Property is in a regulated flood zone. FEMA's flood plain regulations require a) the first occupied floor of a new building built in a flood plain to be no less than two feet above the flood plain, and b) the new building not impede the flow of any future flood waters. In this case, the Phase II building will need to be constructed on a 20,000-sf platform elevated on concrete and steel columns some 12-feet above the concrete slab of the old factory floor. It will be a very costly burden for the project.

***Designated NYS Brownfield Site*** – The entire 4.4-acre Property is governed by rules established in the NYSDEC's Voluntary Clean-up Program. Phase I, the former Cutlery headquarters building – supposedly the “clean portion” of the site, required well more than \$1 million in remediation and mitigation measures. Phase II, to be constructed on the former factory site, will likely present further environmental challenges, particularly at points where the concrete slab of the old factory will be disturbed for structural piles and other purposes.

## **REQUEST FOR OCIDA FINANCIAL ASSISTANCE – FEASIBILITY STATEMENT**

The multi-phase Camillus Mills redevelopment is of critical importance to the Village of Camillus, a modest community of approximately 1,200 residents. Phase I, an \$11 million certified historic rehabilitation of the old headquarters building, confirmed Camillus Mill's market appeal. Phase II, the largest of the three components outlined in the approved Camillus Mills PDD, is now an empty concrete slab across from Village Hall.

Substantial mixed-use infill projects in old villages like Camillus are generally difficult to develop. Returning this central site to attractive and productive use is made more difficult by both the FEMA Flood Zone and NYS DEC Brownfield site conditions. We request OCIDA assistance in the form of a Mortgage and Recording Tax Exemption and a State and local Sales and Use Tax Exemption to partially offset the extraordinary site development costs associated with this highly-visible village property.

Name of Applicant Company

Camillus Mills Phase II, LLC

Signature of Officer or Authorized Representative:

*Douglas B Sutherland*

Name & Title of Officer or Authorized Representative:

Douglas B Sutherland, Member

Date: 3-31-21

STATE OF NEW YORK )

COUNTY OF ONONDAGA )ss.;

Douglas B Sutherland, being first duly sworn, deposes and says:

1. That I am the Member (Corporate Officer) of Camillus Mills Phase II, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read and 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

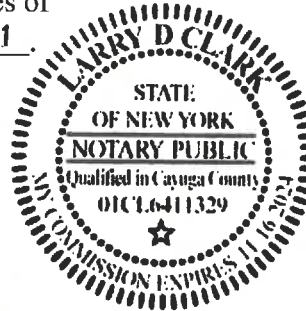
*Douglas B Sutherland, MEMBER*

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 31<sup>st</sup> day of March, 2021.

*Larry D. Clark*

(Notary Public)



End of Application