



ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

333 WEST WASHINGTON STREET, SUITE 130, SYRACUSE, NY 13202

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Meeting Agenda November 9, 2021

8:00 AM Call to Order the Meeting of the Agency

- A. Approval of Minutes-October 6 & October 19, 2021
- B. Treasurer's Report
- C. Payment of Bills
- D. Conflict of Interest

Action Items

1. NYCANNA, LLC (3101-21-14A) Second Meeting

NYCANNA, LLC is proposing to expand their facility with an expansion of 56,834 square feet of space. The facility is located in the Town of Dewitt. Agency benefits requested include exemptions from certain sales and use taxes.

Agency Action Requested:

- a. A resolution of the Board to authorize adoption of SEQRA determination.
- b. A resolution of the Board authorizing the financial assistance the agency will provide.
Agency benefits requested include exemptions from certain sales and use taxes

Representative: William Lettier, NYCANNA, LLC

2. RPNY Solar 5, LLC (3101-21-13A) Second Meeting

RPNY Solar 5, LLC is proposing a 1.6 MW Solar energy system farm located on 6.95 acres in the Town of Manlius. The applicant is requesting exemptions from certain sales and use taxes, real property taxes and mortgage recording taxes.

Agency Action Requested:

- a. A resolution of the Board to authorize adoption of SEQRA determination.
- b. A resolution of the Board authorizing the financial assistance the agency will provide.
Agency benefits requested include exemptions from certain sales and use taxes, real property taxes and mortgage recording taxes.

Representative: Brian Madigan, Project Developer, Renewable Properties

3. SSC Cicero LLC (3101-21-02B) Meeting to Modify

SSC Cicero LLC is requesting the Board to consent to the sale of its membership interests.

Agency Action Requested:

- a. A resolution of the Board consenting to the sale of membership interest of a project applicant.

Representative: John Switzer, Managing Member, Summit Solar Capital, LLC

4. COR Inner Harbor Company, LLC (3101-15-14A) Meeting to Modify

COR Van Rensselaer Street Company II, LLC and COR Van Rensselaer Street Company III, Inc. are requesting a one-year extension of the sales and use tax exemption in connection with Parcels B2-4 and C-2, Inner Harbor Project.

Agency Action Requested:

- a. A resolution of the Board authorizing the extension of the sales and use tax exemption for COR Van Rensselaer Street Company II, LLC and COR Van Rensselaer Street Company III, Inc.(COR Inner Harbor Company, LLC Sub Project 1)

Representative: Catherine Johnson, CEO, COR Development Company, LLC

Executive Session

5. Purchase Contract Execution

Authorization to enter into a purchase contract for a parcel of property.

Agency Action Requested:

- a. A resolution of the Board authorizing the adoption of a SEQRA determination.
- b. A resolution of the Board authorizing the Executive Director to enter into a purchase contract and any related documents with respect to a parcel of property.

Representative: Robert Petrovich, Executive Director, OCIDA

Adjourn

SUBJECT TO BOARD APPROVAL

Onondaga County Industrial Development Agency Special Meeting Minutes October 6, 2021

A Special meeting of the Onondaga County Industrial Development Agency was held on Wednesday, October 6, 2021 at 333 West Washington Street, Syracuse, New York in the large conference room on the first floor and Zoom.

Patrick Hogan called the meeting to order at 8:06 am with the following:

PRESENT:

Patrick Hogan
Janice Herzog
Victor Ianno
Susan Stanczyk
Kevin Ryan
Fanny Villarreal

ABSENT:

Steve Morgan

ALSO PRESENT:

Robert Petrovich, Executive Director
Nancy Lowery, Secretary
Nate Stevens, Treasurer
Karen Doster, Recording Secretary, Agency
Carolyn Evans-Dean, Office of Economic Development
Rebecca Shiroff, Office of Economic Development
Jeff Davis, Barclay Damon Law Firm

Patrick Hogan shared information as to how the meeting will be conducted.

CONFLICT OF INTEREST

The Conflict of Interest was circulated and there were no conflicts reported.

EXECUTIVE SESSION

Upon a motion by Victor Ianno, seconded by Fanny Villarreal, the OCIDA Board went into Executive Session at 8:08 am to discuss the potential acquisition of lands and contracts. Motion was carried.

Upon a motion by Janice Herzog, seconded by Fanny Villarreal, the OCIDA Board adjourned Executive Session at 8:27 am. Motion was carried.

PURCHASE CONTRACT EXECUTION

Jeff Davis stated the 7 actions before the Board are the authorization to execute purchase sale agreements or option agreements consistent with the findings statement this Board adopted in the Generic Supplemental Environmental Impact Statement and that this Board adopted July 27 for the expansion of the White Pine Commerce Park project. He stated the project included the acquisition of property and the acquisition was in the SEQR review including the evaluation of relevant impacts, facts and conclusions associated with the expansion of the park. He stated the Draft Supplemental GEIS, the Final Supplemental GEIS and the Findings Statement adopted by the Agency, evaluated the relevant impacts, facts and conclusions associated with the acquisition of additional acreage including the properties subject to these resolutions to accommodate the expansion of the park. He stated the Agency determined that the project including the acquisition of additional acreage, including these properties from among reasonable alternatives, is one which minimizes and avoids adverse environmental effects to the maximum extent practical and the acquisition of these properties will be carried out in accordance with the conditions and thresholds established in the Final Supplemental GEIS and/or the Findings Statement thus avoiding, minimizing or mitigating as reasonably practical the adverse environmental impacts. He stated that is the SEQR resolution before the Board.

Upon a motion by Susan Stanczyk, seconded by Victor Ianno, the OCIDA Board approved a resolution authorizing adoption of SEQRA determination consistent with previously adopted Findings Statement. Motion was carried.

Jeff Davis stated the resolution is authorizing the executive director to enter into and exercise option agreements, purchase contracts and any related documents with respect to the 7 parcels.

Upon a motion by Janice Herzog, seconded by Victor Ianno, the OCIDA Board approved a resolution authorizing the Executive Director to enter into purchase contracts and any related documents with respect to seven parcels of property. Motion was carried.

Upon a motion by Victor Ianno, seconded by Janice Herzog, the OCIDA Board adjourned the meeting at 8:30 am. Motion was carried.

Nancy Lowery, Secretary

SUBJECT TO BOARD APPROVAL

Onondaga County Industrial Development Agency Regular Meeting Minutes October 19, 2021

A regular meeting of the Onondaga County Industrial Development Agency was held on Tuesday, October 19, 2021 at 333 West Washington Street, Syracuse, New York in the large conference room on the first floor.

Patrick Hogan called the meeting to order at 8:20 am with the following:

PRESENT:

Patrick Hogan
Janice Herzog
Victor Ianno
Steve Morgan
Susan Stanczyk
Kevin Ryan
Fanny Villarreal

ABSENT:

ALSO PRESENT:

Robert M. Petrovich, Executive Director
Nate Stevens, Treasurer
Nancy Lowery, Secretary
Karen Doster, Recording Secretary
Jeff Davis, Barclay Damon Law Firm
Samantha Podlas, Barclay Damon Law Firm
Carolyn Evans-Dean, Office of Economic Development
Rebecca Shiroff, Office of Economic Development
Len Rauch, Office of Economic Development
Joseph Markert, DL Manufacturing, Inc.
James Breuer, TreyJay LOSO, LLC
Brandon Jacobson, TreyJay LOSO, LLC
John Switzer, SSC Cicero LLC
David Spotts, SSC Cicero LLC
William Lettier, NYCANNA, LLC
Dennis Duval, NYCANNA, LLC
Natalie Thompson, NYCANNA, LLC
Matt Acomb, NYCANNA, LLC
Brian Madigan, RPNY Solar 5, LLC
Theresa Morgan, Armoured One, LLC
Joe Morgan, Armoured One, LLC
Kevin Schwab, CenterState CEO
Mike Lisson, Grossman St Amour CPAs
Briannah Lane, Grossman St Amour CPAs
Mitch Latimer, Carpenter's Union
Kate Fiorello, Resident of Cicero
Laurn Miller

APPROVAL OF REGULAR MEETING MINUTES – SEPTEMBER 14, 2021

Upon a motion by Janice Herzog, seconded by Victor Ianno, the OCIDA Board approved the regular meeting minutes of September 14, 2021 meetings. Motion was carried.

TREASURER’S REPORT

Nate Stevens gave a brief review of the Treasurer’s Report for the month of September 2021.

Upon a motion by Janice Herzog, seconded by Victor Ianno, the OCIDA Board approved the Treasurer’s Report for the month of September 2021. Motion was carried.

PAYMENT OF BILLS

Nate Stevens gave a brief review of the Payment of Bills Schedule #462.

Upon a motion by Janice Herzog, seconded by Victor Ianno, the OCIDA Board approved the Payment of Bills Schedule #462 for \$540,362.44 and PILOT payments to Hinsdale Road Group, LLC for \$525,000.00, Onondaga County for \$140,434.14, Town of Camillus for \$155,219.17, Village of East Syracuse for \$21,346.86, Baldwinsville Central School District for \$1,529,954.00, East Syracuse Minoa Central School District for \$176,400.36, West Genesee Central School District for \$531,012.95, City of Syracuse for \$8,493.64 and Syracuse Central School District for \$14,547.90. Motion was carried.

CONFLICT OF INTEREST DISCLOSURE

The Conflict of Interest was circulated and there were no conflicts reported.

DL MANUFACTURING, INC. / METZ PROPERTIES LLC (3101-21-04A)

Joseph Markert stated this is DL Manufacturing's 25th year of operations. He stated they manufacture loading dock equipment and sell to US, Canada and Mexico and everything they do is patented. He stated they are a small company but do business with large companies and they are rapidly growing. He stated they are looking to build 14,000 additional square feet for warehousing and manufacturing. He stated it has been a busy year and they are one of the fortunate ones.

Patrick Hogan stated the genesis of DL Manufacturing was lighting for loading docks. Joseph Markert stated yes and it is a great story. He stated the original owner got in touch with a lighting engineer at General Electric who helped design a proprietary halogen bulb for a dock light in an area where they were using incandescent bulbs. He stated fork lifts were going in and out of trailers and just that vibration would knock out the dock lights. He stated the halogen bulb could withstand the vibration and shock and to this day that is their signature product.

Steve Morgan asked what spurred growth. Joseph Markert stated forklifts are going in and out and they developed a patented design so when you hit the door, the door releases from the tracks and it can be reset simply by opening and closing the door. He stated the door also eliminates all light gaps which is important with food and grocery distribution and is their target market.

Susan Stanczyk asked if this is a new building on a new site or an expansion and asked how many jobs will be added. Joseph Markert stated it is an expansion on their current site. He stated there will be 6 new jobs. He stated they currently lease 10,000 square feet off site and they take a truck back and forth.

Victor Ianno stated they are going to put it all under one roof and asked if they will have enough room when they are done. Joseph Markert stated he will probably be sorry he didn't build more but this is his first time doing this. He stated he never thought of owning a business and the original owner approached him about buying this business. He stated he said alright I'll do this and never looked back.

Jeff Davis stated this project is an unlisted action under SEQR so a resolution was prepared that suggests there is no significant adverse environmental impact as a result of the proposed project and suggests a negative declaration under SEQR.

Nancy Lowery stated a public hearing was held and there were no comments.

Upon a motion by Janice Herzog, seconded by Victor Ianno, the OCIDA Board approved a resolution authorizing adoption of SEQRA negative declaration determination for the DL Manufacturing, Inc./Metz Properties LLC project. Motion was carried.

Upon a motion by Janice Herzog, seconded by Victor Ianno, the OCIDA Board approved a resolution authorizing the financial assistance the Agency will provide to include exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes. Motion was carried.

TREYJAY LOSO, LLC (3101-21-06A) SECOND MEETING

Janice Herzog recused herself and left the meeting.

Jim Breuer stated the last time they were before the Board was in June. He stated LOSO was a vision that started in 2016. He stated they received unanimous SEQR approval in 2018 and subsequently received one vote short of unanimous approval from the Town of Cicero Planning Board. He stated since then there has been tremendous effort that has culminated in the receipt of building permits from the Town of Cicero in May of 2021. He stated these efforts included a subdivision approval, preparation of final design documents, site plan approval, utility coordination, contractor pricing and financing commitment all during the Covid slow down. He stated in short, the project is presently poised to break ground immediately inclusive of the jobs program with Syracuse Builds and pending the outcome of this meeting. He stated since the last discussion in June their major effort has been to obtain financing for the project. He stated they retained Gantry Financial Services who are a national mortgage brokerage firm with an office in Buffalo to assist them. He stated they reached out to 30 lenders on behalf of LOSO. He stated these included local regional and national banks. He stated at the end of the solicitation period LOSO ended up with only one legitimate lender interest. He stated when they inquired as to why there was such little interest, they said concerns to lack of long term viability of the Syracuse and New York State business climate. He stated concerns with the actual population losses of Central New York over the last decade and concerns with the high state and local real estate taxes. He stated concerns with the large percentage of population working for government

versus the private sector. He stated presently the bank and LOSO have concluded negotiations and approvals and are ready to close. He stated the bank's commitment expects the benefits that are available through OCIDA. He stated as they face this last hurdle he wants to explain where they stand with rental projections. He stated there are 3 major components of costs that determine the rental rates. He stated cost of construction, cost of finance and cost of real estate taxes. He stated while Heuber Breuer believes they construct buildings efficiently, they are still faced with the same tremendous material price increases and availability that the US is experiencing coming out of Covid. He stated as noted earlier they were unable to obtain any competition in the finance market place and real estate taxes in New York State and locally are some of the highest in the country. He stated real estate taxes are a cost a developer can only pass along as part of the rent. He stated in the LOSO project specifically, the initial PILOT exemption in year one would keep the rents \$184 per month less than if the PILOT was not provided. He stated specifically in year one with the PILOT a LOSO one bedroom apartment could be leased in the range of \$1,200 to \$1,500 a month. He stated those rents are comparable to the rents in the area. He stated if the PILOT is not in place these rents would increase \$180 a month to a range of \$1,380 to \$1,680. He stated these rents reflect about a 10-12% increase over those comparable in the area. He stated it is evident in the case of LOSO the monetary reduction of taxes through PILOT benefits goes to the tenants directly. He stated even with the OCIDA PILOT benefits the LOSO project still brings \$3,600,000 of new taxes to government over the initial 10 years more than if the project was not completed. He stated additionally he believes the Board is aware of the lack of available housing in the northern suburbs. He stated LOSO is a first good step to help reinforce OCIDA to assist our present and future employers that understand housing is a good component of good economic growth. He stated LOSO is strategically located to assist the County in its quest to secure large employers in the northern suburbs. He stated he thanks the Board for their time, thank you for the commitment to economic development and volunteer service to our County.

Victor Ianno stated the Board approved the DL Manufacturing/Metz Properties, a good small company, working hard and starting out. He stated as he looks at the LOSO project and reads all the comments from the public hearing, he thought this is a project that kick starts what is going to happen out on Route 31 and Route 11 in the Town of Cicero. He stated due to White Pine we are going to need housing. He stated this could be a show case for future development. He stated he read the complaints and the Town's memo. He stated the Town approved this and had plenty of time to kill it right at the beginning. He stated all they had to do was say no but they

approved it because it is a good project. He stated he thinks it probably has to do with politics and they decided they don't want to support it any more. He stated the thing that he is really impressed with is \$3,600,000 tax revenue to the school, the Town of Cicero and all the way down plus a fee for OCIDA. James Breuer stated the fee is \$600,000. Victor Ianno stated there is going to be 300 jobs created while it is being built. He stated in regard to traffic, if White Pine gets going, every road out there is going to have to be reworked because it is going to be that big of a project so that is not a detriment to this project. He stated he thinks it is a good project and wishes them well with it.

Patrick Hogan stated he doesn't think anyone here thinks it is not a great project, it is a great project but the question is should OCIDA incentivize it financially. He stated many of the arguments about White Pine and the lack of housing are incentives to build housing.

Victor Ianno asked why not. Patrick Hogan stated we have granted housing projects that are in dilapidated buildings, Brownfield sites and things like that. He stated he drove by the location and it is a beautiful area. He stated there are obviously a lot of amenities that are probably unavailable to a lot of the apartment complexes. He stated he commends that and he thinks it is going to be a great addition for Cicero but whether this Board decides to financially incentivize it or not is another story. He stated his position has been clear on this.

Fanny Villarreal stated it was mentioned 400 jobs and only 4 are in the application. Victor Ianno stated it is 300 construction jobs over 3 years.

Jim Breuer stated the payroll for this project for construction will be the equivalent of an expanded manufacturer hiring 10 people over 10 years. He stated that is very significant. He stated he thinks there might be some confusion relative to the amenities. He stated the news articles have called this a luxury project but this is a market rate project. He stated it is adjacent to a marina but the marina is not part of the project and the marina has been shut down for 2 years. He stated we all are striving as a community to keep our housing as affordable as possible. He stated the impact of the PILOT if it is not adopted will add \$180 to the monthly rent or about \$2,000 a year. He stated that further limits the pool of people who will be able to afford to live here. He stated under the PILOT implications, if they are enacted, the government will receive \$3,600,000 and \$2,100,000 of that goes to the school district.

Kevin Ryan stated he appreciates Mr. Breuer's sentiments and understands what Mr. Ianno is saying. He stated Mr. Breuer talks about it being market rate apartments and if the PILOT is not granted then the price per unit will be increased by \$180. He stated that same argument can be made by every developer who seeks to do residential units in this community. He stated if the project gets a PILOT the rent will be lower per month whereas if we don't it is going to be higher. He stated that puts the IDA in the business of subsidizing residential property and he does not think that is what the IDA should be doing. He stated it is a good project and he can support the mortgage tax abatement and the sales tax but he does not know if a PILOT is really appropriate. Jim Breuer stated if you read national publications, residential development is important to overall economic commercial development. He stated we are seeing that across the country. He stated we are seeing companies that are looking for places appropriate for them to build but they also need to house the 5,000 to 30,000 people. He stated he thinks it is important for the IDA and for the County to at least in the short term take a major leap, make a positive statement, reinforce and encourage residential developers to increase the amount of housing that is available in the County. He stated this project is 5 years old and it has taken that long to get through approvals. He stated it will take 2 years to build so it will be 7 years from start to finish. He stated so if 7 years becomes the norm of a large residential project, he would think we should be encouraging residential developers to come to the table and get their projects going.

Patrick Hogan stated we have approved three different complexes; LeMoyne Manor, the Will and Baumer property and one in Camillus. He stated the Agency has been involved as far as housing especially when it comes to Brownfield and rehabilitation. James Breuer stated those projects are easier to finance because they have federal programs for the Brownfields and through New York State. He stated one thing we are all very conscious of is the historic tax credits for historic restorations like Will and Baumer and asked to please keep that legislation in place.

Susan Stanczyk stated she is in favor of the project and thinks the project is beneficial to the community. She stated she has no issues with that. She stated she thinks housing is something we should consider when it fits the need of the entire public and the community. She stated having said that, this is water front apartments and there is no way around that. She stated it is wonderful and they will be rented. She stated she agrees we can assist with sales tax and mortgage tax but she does not believe a PILOT is appropriate in this area. She stated she believes these apartments will be rented. She stated she understands the financing. She stated

she took a long look. She stated she looked at apartments in her area not on the water and apartments on the water. She stated apartments are renting for \$2,500 right now and they are not in a location like this. She stated there is a definite need for affordable living and she thinks this dollar amount is not something the Board should approve.

Nancy Lowery stated a public hearing was held on June 2 and there were 16 comments. She stated 8 were in support of the project, 7 were opposed to the project and there was 1 general. She stated we received 23 written comments to our economic development email. She stated there were 21 opposed, 1 supported and 1 from the DOT inquiring about traffic which was not in support or opposed. She stated comments in support were regarding generating new revenue, addressing housing shortages, soaring prices of construction materials, the participation with the Syracuse Build Program and job creation. She stated those opposed felt if they couldn't manage it without a PILOT they should not build it and no long term jobs are created. She stated there is a resolution from the Town of Cicero that used the OCIDA Housing UTEP criteria and stated why they believed the project didn't align with the Agency Housing portion of the UTEP.

Jeff Davis stated the project is fully approved by the Town of Cicero and they have all their permits and approvals. He stated that process conducted by the Town of Cicero included a full environmental review that was done and a SEQR negative declaration was issued May 14, 2018. He stated a coordinated SEQR review was conducted by the Town of Cicero and a public hearing was held with regard to the issues. He stated a series of studies were submitted including traffic studies, landscape reports, archeological reports, storm water pollution prevention etc. He stated a full robust SEQR review was done and that culminated in a negative declaration in which now they have all their permits and approvals and can construct. He stated at that time OCIDA was not considered an involved agency and we did not receive a letter to participate in the coordinated review which sometimes happens on projects. He stated typically in that case when a project comes before us we recognize the review that was done. He stated Agency counsel reviews the environmental review that was done by the lead agency at the time. He stated a resolution is drafted in accordance with the review that was done, etc. He stated in this case we have something similar, where the application before the Board, we were not an involved Agency. He stated the Agency did receive a letter from State DOT and there were questions from some of the Agency Board members with regard to the application submitted to OCIDA. He stated in the DOT letter they suggested a traffic study should be conducted. He stated counsel looked at this, the Town of Cicero did their SEQR review, a traffic impact study

was done. He stated it was updated based upon further comments from the Town through the process. He stated a public hearing was held and County DOT was involved with the review. He stated State DOT elected not to participate at that time despite being invited. He stated from a SEQR standpoint, we do not see any change in the project from what was reviewed by the Town of Cicero and the traffic study was submitted. He stated he received a letter from the applicant that recounted all of this and that a traffic study was done and one can be provided again to NYS DOT. He stated at this point there is no change in what was done so we are comfortable moving forward with a proposed resolution for a SEQR negative declaration with regard to the action before this Board which is the granting of financial benefits recognizing the project had a full environmental review conducted by the Town of Cicero, a traffic study was submitted, SEQR negative declaration was issued and there has been no change in the project.

Upon a motion by Susan Stanczyk, seconded by Fanny Villarreal, the OCIDA Board approved a resolution authorizing adoption of SEQRA negative declaration determination for the TreyJay LOSO, LLC project. Janice Herzog recused. Motion was carried.

Upon a motion by Victor Ianno, seconded by Steve Morgan, the OCIDA Board approved a resolution authorizing financial assistance the Agency will provide to include exemptions from certain sales and use taxes. Janice Herzog recused. Motion was carried.

Upon a motion by Susan Stanczyk, seconded by Fanny Villarreal, the OCIDA Board approved a resolution authorizing financial assistance the Agency will provide to include exemptions from mortgage recording taxes. Janice Herzog recused. Motion was carried.

Jeff Davis stated there was a motion on the table by Victor Ianno and there was no second so the motion does not pass regarding the vote for real property tax abatement via a PILOT.

Janice returned to the meeting.

SSC CICERO LLC (3101-21-02B) SECOND MEETING

John Switzer stated this project is in the Town of Cicero at 5827 McKinley Road and is a 5 megawatt facility. He stated they have been granted site plan approval and a negative

declaration by the Planning Board. He stated they secured a decommissioning agreement with the Town and both the Town and the School District have provided letters of no objection for them to proceed with the PILOT Agreement with OCIDA. He stated this is their second project in the County.

Nancy Lowery stated we have a letter of support from the Town and the School District in support of the PILOT.

Jeff Davis stated this is a Type I action under SEQR and we are an involved agency. He stated the Town of Cicero is lead agency and granted a SEQR negative declaration for the project on October 26, 2020. He stated in recognition as our involved agency status we hereby affirm, accept and adopt the negative declaration that was issued by the Town of Cicero.

Susan Stanczyk asked if there were any comments at the public hearing. Nancy Lowery stated no.

Upon a motion by Victor Ianno, seconded by Fanny Villarreal, the OCIDA Board approved a resolution authorizing adoption of SEQRA negative declaration determination for the SSC Cicero LLC project. Motion was carried.

Upon a motion by Susan Stanczyk, seconded by Victor Ianno, the OCIDA Board approved a resolution authorizing financial assistance the Agency will provide to include exemptions from certain real property taxes. Motion was carried.

John Switzer stated they are working with same financier which is GSRP Development Company X LLC and per previous PILOT agreements they have to make the Board aware of any change of control of the project company. He stated that control hasn't occurred just yet but they are curious if rather than having to coming back for such approval if they can put forth the Board's consideration a resolution for GSRP Development Company X LLC to take control of the project company.

Jeff Davis stated if you know the entity that it is going to transport to upfront and if it is GSRP Company X LLC then this Board could approve that at this time. He stated if it is anybody other than that or a future change then they would have to come to the Board. He stated if that is a

request right now for the approval resolution that was just passed he would ask the Board to consider that and revote on the resolution to authorize a change in ownership down the road to GSRP Development Company LLC. He asked John Switzer if that is what he is looking. John Switzer stated yes.

Jeff Davis stated as the Board knows solar applications have come back before us frequently because often times they don't know who is going to be upfront and they are required to come back and do that. He stated we know this entity, we have reviewed this entity and we have approved a prior transaction for the sale of this entity by this same company so this Board could approve that transfer down the road based upon our prior review of this entity and not having to have them come back again in front of the Agency.

Robert Petrovich asked if there is any merit to having a sunset provision that has to occur in certain prescribed period time. Jeff Davis stated yes and he would say within a year of the transfer would make sense for a resolution for consideration. He stated anything outside of a year of the approval would have to come back before the Board for a transfer of ownership. He stated we need notification of when it happens. He stated this is the first we are hearing of this so if the Board is not comfortable with this we can have them come back at a later date. He stated if the Board is comfortable with modifying the resolution he can provide the language to include in it.

Robert Petrovich stated historically if they do come back Barclay Damon will vet the new ownership and it is really ministerial in terms of coming back for approval so if the Board wanted to do this either way that is fine but typically we have asked them to come back. He stated this is a unique circumstance and a courtesy to them.

Susan Stanczyk asked if the company has been vetted and if Counsel is comfortable. Jeff Davis stated the entity they are going to acquire has already been looked at previously because they have already done a transaction with us.

Robert Petrovich asked what happens if an intervening issue comes up in terms of this entity's status. He stated he is concerned about approving it and something goes sideways with this entity that we are not aware of.

Patrick Hogan stated the precedence has been for projects to come back before the Board and he recommends that SSC Cicero project come back. The Board agreed.

NYCANNA, LLC (3101-21-14A) INITIAL MEETING

William Lettier stated they currently operate in about 65,000 square feet and sell medical cannabis. He stated they are expanding 56,000 square feet. He stated they currently employ about 30 employees and have an immediate need for 10 more. He stated with the expansion, they looking at 20 if not 30 additional employees for the second expansion. He stated they have been there for 5 years and the lease brings them to the next 20 or so years. He stated their facility is going to expand at some point to 130,000 square feet. He stated they currently operate 4 dispensaries in the State and looking at an additional 4 more dispensaries. He stated they are asking the Agency for sales tax abatement. He stated as they went through their budget process they also suffered from the increase cost of materials. He stated the deal on materials coming in from the supply chain and the increase cost took their budget further than expected. He stated they are asking the Board for help.

Susan Stanczyk asked where the other facilities are located. William Lettier stated the dispensaries are located in Farmingdale, Queens, Middletown and Buffalo. He stated they are currently working on leases in Astoria and Ithaca and planning on going to Saratoga Springs.

Victor Ianno asked if they are manufacturing. William Lettier stated yes and they grow the cannabis plants.

Victor Ianno asked if they are growing cannabis in the buildings they are looking to build. William Lettier stated they are currently growing in 3 grow rooms and they are going to add 4 additional grow rooms. He stated they are going to a new system where they are using double tier. He stated medical cannabis provides relief for a lot of folks whether you are suffering from chronic pain, can't sleep, anxiety or PTSD. He stated he is a former Marine and he has friends that suffer from PTSD. He stated medical cannabis adds relief, it is not addicting to folks and they find a real benefit from it. He stated there is a need for their product.

Steve Morgan asked if they just supply cannabis for their own dispensaries or do they also supply others. Dennis Duval stated the New York State Department of Health allows them to supply wholesale to other registered organizations in New York State and they do that now.

Victor Ianno asked if they are only a wholesale manufacturer. William Lettier stated they also do retail.

Janice Herzog asked if there is a certain number of dispensaries allowable in New York State at this time. Dennis Duval stated there are currently 10 registered organizations in the State of New York.

Steve Morgan asked if there are 10 dispensaries or 10 manufacturing facilities. Dennis Duval stated there are 10 registered organizations that are licensed in the State of New York to vertically sell cannabis and distribute in the State of New York. He stated there are only 10 organizations. He stated it is totally vertical and they go from seed to sale. He stated they go from manufacturing to processing to retail and that is what the license allows them to do.

Janice Herzog asked if they expect growth to change in the future. Dennis Duval stated they will have additional licenses and that is the reason for the expansion. He stated over the last 5 years they have had a great relationship with the Town of DeWitt, the State of New York and the DOH and they are in compliance with everything. He stated they have a regular ongoing conversations and visitors to their facility by law enforcement. He stated the fire department has been there and he encourages the IDA Board to come visit to see what they actually do there. He stated in the past 5 years they took a building that had been vacant for almost 15 years and put a lot of money into building that facility. He stated they used union workers to do that. He stated they made a commitment to do the right thing for the community and create jobs.

Janice Herzog asked if they produce the THC product. Dennis Duval stated yes.

Fanny Villarreal asked if they are the only local dispensary. Dennis Duval stated they are the only local cultivation facility but there is a dispensary in Liverpool and one on Erie Boulevard. He stated the original owners of NYCANNA decided to locate here in Onondaga County as opposed to other places because they were all residents of this County except for one. He stated they brought something to Onondaga County that was a new industry and it has grown.

Patrick Hogan asked if they will be able to segway into the recreational end and if so would it be a different license. Dennis Duval stated yes and it would be the same license that they already have.

Janice Herzog asked if they wholesale out of state. Dennis Duval stated no and they are not legally allowed to do that.

Susan Stanczyk stated they cultivate the cannabis in Onondaga County and asked if they use local farms to grow it. Dennis Duval stated everything is grown in the facility.

Susan Stanczyk asked if they partner with any farms. William Lettier stated no and they are their own farm.

Victor Ianno asked where they are located. Dennis Duval stated they are located in the New Venture Gear building next to FedEx.

Jeff Davis stated the State requires a level of security for these facilities.

Jeff Davis stated there are no other involved agencies that they need permits from. He stated they don't need permits from the Town of DeWitt. He stated the Agency action requires a SEQR determination so the resolution is OCIDA to be lead agency for SEQR purposes so we will make our own SEQR determination prior to our eventual determination with regard to the benefits. He stated there is nothing going on outside the facility and everything is inside so SEQR is relatively straight forward but we are still required to make a determination under NYS law. He stated the first resolution is for this Board to declare its intent to be lead agency for SEQR purposes.

Upon a motion by Victor Ianno, seconded by Janice Herzog, the OCIDA Board approved a resolution declaring its intent to be the lead agency for purposes of a coordinated review pursuant to SEQRA for the NYCANNA LLC project. Motion was carried.

Upon a motion by Susan Stanczyk, seconded by Steve Morgan, the OCIDA Board approved a resolution authorizing a public hearing for the NYCANNA, LLC project. Motion was carried.

RPNY SOLAR 5, LLC (3101-21-13A) INITIAL MEETING

Brian Madigan stated he has a short slide presentation for the Board to review. He stated the project received approval from the Manlius Town Board on March 8. He stated the Manlius Town Board also declared the project an unlisted action for purposes of SEQR and did an uncoordinated review. He stated they received their negative declaration with respect to the SEQR on March 8 as well. He stated one of the conditions of the approval was to clear some of the debris and equipment on the project site. He stated they did that in April last year. He stated in terms of purpose and need of the PILOT they are seeking a PILOT Agreement to provide surety with respect to setting an expectation for their investors in terms of their annual tax payment. He stated they have requested as well a mortgage recording tax benefit and sales and use tax exemption. He stated he believes the Board has all the information in the packet with respect to the benefits of the project requested. He stated they have letters of support from Onondaga County, East Syracuse Minoa School District and the Town of Manlius. He stated it is a relatively small project being 1.6 megawatts on about 7 acres of land off of Kirkville Road in the Town of Manlius.

Nancy Lowery stated we have a letter from the School District and the Town in support of the PILOT for this project.

Susan Stanczyk stated in the application it says they can't commit to getting products from Onondaga County. She stated this is the first she has seen this on any of the solar applications. Robert Petrovich stated we do have in our Local Access Policy projects have to make a good faith effort and clear demonstration of what they have done and explain why they can't find the labor or materials in the area. He stated we have granted waivers in the past on some portions of projects where there is specialized equipment, installation or acquisition that can't be procured locally or will void warranties things of that nature. He stated this is their first meeting but the Board will have to approve what exactly they are proposing to make sure that it comports with the Local Access Policy.

Nancy Lowery stated she did respond to Brian Madigan that the project would have to come back to the Board if they wanted some kind of waiver.

Upon a motion by Susan Stanczyk, seconded by Victor Ianno, the OCIDA Board approved a resolution authorizing a public hearing on the RPNY Solar 5, LLC project. Motion was carried.

ARMOURED ONE, LLC/NORTH MIDLER PROPERTIES, LLC (3101-18-06A) MEETING TO MODIFY

Samantha Podlas stated the Agency undertook the project in 2019 for North Midler Properties LLC and Armoured One LLC. She stated the project consisted of the acquisition of an interest in land located at 386 North Midler Avenue in the City of Syracuse and the renovation of the building on the land which provides space for the manufacturing of security glass, security film and related products as well as the development of training, security assessments and products that protect schools from active shooter attacks. She stated in order to finance the project North Midler obtained a loan from the Pathfinder Bank and in connection the Agency joined in the execution of a mortgage and security agreement as well as conditional assignment of rents and leases. She stated she has been informed by North Midler that they intend to refinance the loan in an amount not to exceed \$1,718,620. She stated the loan is going to be secured by DAP Mortgage and Security Agreement, a mortgage consolidation and modification agreement and a conditional assignment of leases and rents. She stated the resolution authorizes execution and delivery by the Agency of these agreements and delegates to the Agency's authorized representatives to approve the final form upon consultation with Agency Counsel.

Upon a motion by Susan Stanczyk, seconded by Fanny Villarreal, the OCIDA Board approved a resolution authorizing execution and delivery of documents for the Armoured One, LLC/North Midler Properties, LLC project. Motion was carried.

HINSDALE ROAD GROUP, LLC (3101-13-05B/3101-19-11C) MEETING TO MODIFY

Samantha Podlas stated this request relates to a project the Agency first undertook in 2014 for Hinsdale Road Group. She stated the project involves an undeveloped 67 acre parcel of land located at Bennett and Hinsdale Road in the Town of Camillus and the construction of a 500,000 square feet mixed use lifestyle center. She stated Hinsdale subleases a portion of the land to Canal Crossing Apartments owner KOFP LLC with respect to the development of the apartment complex. She stated the sublease, which is called the ground lease, is subject to the IDA

documents. She stated in 2019 Canal Crossing obtained a short term bridge loan and the Agency entered into a PILOT agreement required by the lender due to the indirect benefits Canal Crossing received from OCIDA. She stated Canal Crossing now intends to permanently finance the apartment complex and the resolution authorizes the Agency to execute and deliver the recognition agreement and any related documents requested by the lender and delegate to the Agency's representatives to approve final form upon consultation with Agency Counsel.

Patrick Hogan asked if the apartment buildings are existing. Samantha Podlas stated her understanding is the apartments are existing and they are turning their short term bridge loan into permanent financing.

Patrick Hogan asked if there is a physical change to the makeup of the project. Samantha Podlas stated no. Jeff Davis stated it is just a refinance.

Upon a motion by Victor Ianno, seconded by Janice Herzog, the OCIDA Board approved a resolution authorizing execution and delivery of documents for the Hinsdale Road Group, LLC project. Motion was carried.

THE LANDINGS AT MEADOWOOD APARTMENTS OWNER KOFP LLC (F/K/A MORGAN B'VILLE APARTMENTS, LLC)

Samantha Podlas stated this project the Agency first undertook in 2015 on behalf of Morgan B-Ville Apartments LLC. She stated the project consisted of the construction of 17 three story apartments completed in 2 phases and consisted of 442 luxury apartments located at 197 Downer Street in the Village of Baldwinsville. She stated this has come before the Agency a few times. She stated in November of 2019 the Agency approved a name change to The Landings at Meadowood Apartments owner KOFP LLC. She stated this company has obtained a loan from the Prudential Insurance Company of America as well as a loan from PGIM Real Estate Finance. She stated at that time the Agency joined in the execution of mortgage and security agreement and a consolidation and modification agreement. She stated the Agency has been informed of the intent to refinance this loan and with a loan in the principal of not to exceed \$44,635,000 and this resolution authorizes the Agency to execute and deliver agreements and related documentation and delegates to the Agency's authorized representatives to approve the final form upon consultation with Agency counsel.

Upon a motion by Victor Ianno, seconded by Susan Stanczyk, the OCIDA Board approved a resolution authorizing execution and delivery of documents for the Landings at Meadowood Apartments Owner KOFB LLC (f/k/a Morgan B-Ville Apartments, LLC) project. Motion was carried.

REVIEW OF DRAFT AGENCY BUDGET 2022

Steve Morgan asked for a quick synopsis from Nate Stevens on any changes. Nate Stevens stated there were no changes from prior years to this year.

Upon a motion by Victor Ianno, seconded by Susan Stanczyk, the OCIDA Board approved a resolution approving the draft Agency 2022 budget. Motion was carried.

EXECUTIVE SESSION

Upon a motion by Susan Stanczyk, seconded by Steve Morgan, the OCIDA Board went into Executive Session at 9:24 am to discuss the potential acquisition of lands and contracts. Motion was carried.

Upon a motion by Susan Stanczyk, seconded by Victor Ianno, the OCIDA Board adjourned Executive Session at 9:49 am. Motion was carried.

PURCHASE CONTRACT EXECUTION

Jeff Davis stated consistent with prior actions with regard to the White Pine Park expansion on July 27, 2021 the Agency adopted its Findings Statement and that Findings Statement contemplated a project and acquisition of lands including the lands subject to the foregoing resolutions. He stated the Draft Supplemental Generic EIS and the Final Supplemental Generic EIS and Findings Statement adopted by the Agency evaluated the relevant impacts, facts and conclusions associated with the acquisition of additional acreage including the properties subject to the foregoing resolutions to accommodate the expansion of the park. He stated the Agency

determined that the project from all reasonable alternatives is one that minimizes or avoids adverse environmental affects to maximum extent possible that includes the acquisition of additional acreage of land including the property and the acquisition of the subject properties will be carried out in accordance with the conditions established in the Final Supplemental GEIS and in the Findings Statement thus avoiding, minimizing or mitigating any reasonably practicable adverse environmental impacts.

Upon a motion by Victor Ianno, seconded by Susan Stanczyk, the OCIDA Board approved a resolution authorizing the adoption of SEQR determination. Motion was carried.

Upon a motion by Victor Ianno, seconded by Susan Stanczyk, the OCIDA Board approved a resolution authorizing the Executive Director to enter into purchase contracts and any related documents with respect to eleven parcels of property. Motion was carried.

Upon a motion by Victor Ianno, seconded by Susan Stanczyk, the OCIDA Board adjourned the meeting at 9:52 am. Motion was carried.

Nancy Lowery, Secretary



ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 333 WASHINGTON STREET, SUITE 130, SYRACUSE, NY 13202
 PHONE: 315.435.3770 • FAX: 315.435.3669

October 31, 2021

Revenue / Expense / Income	Current Period	Current YTD	2021 Budget Amount	Current YTD Change to Budget
Operating Revenue	45,835	1,630,627	1,646,000	(15,373)
Administrative Expense	46,649	433,223	1,008,000	(574,777)
Operating/Program Exp.	50,231	766,239	638,000	128,239
Net Ordinary Income	(51,045)	431,165	-	431,165

Current Assets	Current YTD	Prior YTD
Total Cash	2,650,898	5,035,525
Less Pass Through Received	-	-
Available Cash	2,650,898	5,035,525
Receivables (less pass through rec.)	236,524	949,024
Grant Reimbursements	-	-
Total	2,887,422	5,984,549

Reserve for Contracts	
County Operations 2021	574,777
333 W. Washington St 2021 Rent	21,424
OBG WPCP CO #4 Additional Studies	336,856
JMT 800 Hiawatha Engineering	10,234
Barclay Damon WPCP Options	-
Total	943,291

Receivables	
0-120 days	14,500
> 120 days	222,024
Total	236,524

Onondaga County Industrial Development Agency

Profit and Loss

October 2021

	TOTAL
Income	
500 Operating Revenue	
2116 Fees	
2116.1 Agency Fees	35,500.00
2116.2 Application Fees	4,000.00
Total 2116 Fees	39,500.00
2655 Other Operating Revenue	384.74
Total 500 Operating Revenue	39,884.74
501 Non-Operating Revenue	
2401 Interest Income	41.59
501.1 Subsidies Grants Donations	5,909.10
Total 501 Non-Operating Revenue	5,950.69
Total Income	\$45,835.43
GROSS PROFIT	\$45,835.43
Expenses	
6400 Operating Expense	
6402 Rent	14,157.72
6407 Administrative Expense	46,649.49
6408 Meeting Expenses	407.92
6409 Conference Attendance	310.01
6410 Office Expense	1,705.26
Total 6400 Operating Expense	63,230.40
6440 Legal Fees	
6450 Barclay Damon	
6460 IDA General Legal	4,012.50
6480 Roth Legal	956.25
Total 6450 Barclay Damon	4,968.75
Total 6440 Legal Fees	4,968.75
6500 Agency Program Expenses	
6510 White Pine Commerce Park	
6510.4 Other Expenses	379.29
6510.6 Taxes/SDC	4,228.68
6510.7 WPCP Marketing	17,531.77
6511 WPCP Closing Costs	6,541.50
Total 6510 White Pine Commerce Park	28,681.24
Total 6500 Agency Program Expenses	28,681.24
Total Expenses	\$96,880.39
NET OPERATING INCOME	\$ -51,044.96
NET INCOME	\$ -51,044.96

Onondaga County Industrial Development Agency

Balance Sheet

As of October 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
200 Cash	0.00
200.1 Cash - M & T Checking	1,769,410.76
200.2 Cash - M & T Money Maker Savings	890,395.42
200.4 Destiny USA Restricted Cash	-8,957.82
210 Petty Cash	50.00
Total 200 Cash	2,650,898.36
Total Bank Accounts	\$2,650,898.36
Accounts Receivable	
380 Accounts Rec.	
380.6 A/R Fees, Lease & PILOT	14,499.99
Total 380 Accounts Rec.	14,499.99
Total Accounts Receivable	\$14,499.99
Other Current Assets	
391 Long Tern Receivable	222,024.00
Total Other Current Assets	\$222,024.00
Total Current Assets	\$2,887,422.35

Onondaga County Industrial Development Agency

Balance Sheet As of October 31, 2021

	TOTAL
Fixed Assets	
100 Land	
101 White Pines Commerce Park	4,855,401.50
101.1 WPCP GEIS	
101.101 CHA GEIS 1	267,452.05
101.102 CHA GEIS 2	219,439.36
101.104 GEIS Reg Plan Board Overview	19,797.74
Total 101.1 WPCP GEIS	506,689.15
101.2 WPCP Legal	69,774.25
101.3 Engineering Services	52,675.00
101.301 Temporary Access	4,055.44
101.4 Environmental/Demo Services	10,318.98
Total 101.3 Engineering Services	67,049.42
101.5 Land Acquisition Costs	
101.501 Land Purchases	1,160,063.57
101.502 Closing Costs	3,168.14
Total 101.5 Land Acquisition Costs	1,163,231.71
Total 101 White Pines Commerce Park	6,662,146.03
106 North Salina Properties	0.00
106.1 435 North Salina	17,083.55
106.3 435 North Salina Building	634,421.53
Total 106 North Salina Properties	651,505.08
107 800 Hiawatha	604,840.42
Total 100 Land	7,918,491.53
104 Machinery & Equipment	
104.1 Office Furniture	1,429.00
104.2 Equipment	4,588.00
Total 104 Machinery & Equipment	6,017.00
211 A/D Office Furniture	-2,862.00
213 A/D Buildings	-81,335.00
Total Fixed Assets	\$7,840,311.53
Other Assets	
240 Blue Sky Redevelopment	1,641.76
Total Other Assets	\$1,641.76
TOTAL ASSETS	\$10,729,375.64

Onondaga County Industrial Development Agency

Balance Sheet As of October 31, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
600 Accounts Payable	0.00
600.1 Due to Related Party - OED	433,222.63
600.206 Mileage Reimbursement	92.34
600.208 BlueRock Energy Agreement Deposit	25,000.00
600.209 Syracuse Rail Overpayment	500.00
600.3 Onondaga County Loan	310,770.18
Total 600 Accounts Payable	769,585.15
601 PILOT and Pass Thru Payable	
603 PILOT Pass Thru	0.01
604 Other Pass Thrus	74,063.70
Total 601 PILOT and Pass Thru Payable	74,063.71
Total Other Current Liabilities	\$843,648.86
Total Current Liabilities	\$843,648.86
Total Liabilities	\$843,648.86
Equity	
3900 Equity Unreserved	6,735,894.07
3901 Equity-Investment Fixed Assets	2,345,838.63
463 Reserve For Contracts	943,291.22
465 Equity - Unreserved	-570,462.22
Net Income	431,165.08
Total Equity	\$9,885,726.78
TOTAL LIABILITIES AND EQUITY	\$10,729,375.64

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
PAYMENT OF BILL - SCHEDULE #463
November 9, 2021

GENERAL EXPENSES

1.	<u>MAUREEN A, MATTHEWS*</u>	\$ 100,000.00
	Deposit in Connection with purchase of Lot 70	
2.	<u>BARCLAY DAMON LLP**</u>	\$ 310,770.18
	Land Purchase	
3.	<u>BARCLAY DAMON LLP</u>	\$ 2,250.00
	Inv#5144042, General Legal thru 9-30-21	
4.	<u>RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.</u>	\$ 143,623.30
	Inv#1940007305, 1940007688, 1940008330 & 1940008899, WPCP Engineering	
5.	<u>ADVANCE MEDIA NEW YORK</u>	\$ 87.50
	Public Hearing Notcie SSC Cicero LLC	
6.	<u>MACNY</u>	\$ 1,010.00
	Inv#10855, Annual Membership	
7.	<u>PARK STRATEGIES, LLC</u>	\$ 2,500.00
	Inv#16585381, October 2021 Consulting	
8.	<u>DUSTY'S OUTDOOR SERVICE</u>	\$ 4,900.00
	WPCP Mowing	
9.	<u>FEDEX</u>	\$ <u>23.04</u>
	Inv#7-543-64822, Shipping	

TOTAL \$ 565,164.02

* Ratification of Check dated October 20, 2021

** Ratification of Check dated October 25, 2021

**ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
RESERVE FOR CONTRACTS
10/31/2021**

	CONTRACT	TOTAL	PORTION	BALANCE
DESCRIPTION	TERM	CONTRACT	PAID	OUTSTANDING
ONONDAGA COUNTY OED 2021	1-1-21-12-31-21	\$1,008,000.00	\$433,222.63	\$574,777.37
333 W. WASHINGTON ST 2021 RENT	1-1-21-12-31-21	\$65,000.00	\$43,576.10	\$21,423.90
OBG WPCP CO #4 ADDITIONAL STUDIES	11-30-18-12-31-21	\$800,000.00	\$463,143.95	\$336,856.05
JMT 800 HIAWATHA ENGINEERING	2/13/19-12-31-21	\$25,000.00	\$14,766.10	\$10,233.90
BARCLAY DAMON WPCP OPTIONS	11/30/20-12-31-21	\$200,000.00	\$200,000.00	\$0.00
		\$2,098,000.00	\$1,154,708.78	\$943,291.22

**ACCOUNTS RECEIVABLE
10/31/2021**

AGENCY FEES RECEIVABLE		\$14,500.00
ACCOUNTS RECEIVABLE GENERAL		\$0.00
QUASI-EQUITY LOAN RECEIVABLE		\$0.00
GRANTS RECEIVABLE		\$0.00
LONG TERM RECEIVABLE		\$222,024.00
TOTAL		\$236,524.00

Onondaga County Industrial Development Agency



Project Summary DRAFT

10/22/2021

1. Project	NYCANNA, LLC	2. Project Number	3101-21-14A
3. Location	Town of Dewitt	4. School District	East Syracuse-Minoa School District
5. Tax Parcel(s)	0027.02-11.1	6. Project Type	Renovation
		Village	

7.Total Project Cost	\$	15,500,000	8. Total Jobs	69
Land	\$	-	8A. Job Retention	39
Site Work	\$	300,000	8B: Job Creation	30
Building	\$	7,000,000	(Next 5 Years)	
Furniture & Fixtures	\$	500,000		
Equipment	\$	5,300,000		
Equipment Subject to NYS Production Exemption	\$	2,000,000		
Engineering/Architecture Fees	\$	200,000		
Financial Charges	\$	-		
Legal Fees	\$	-		
Other	\$	100,000		

Cost Benefit Analysis

NYCANNA, LLC

Fiscal Impact (\$)

Estimated Abatement Cost	\$800,000
Sales Tax Abatement	\$800,000
Mortgage Recording Tax Abatement	\$0
Real Property Tax Relief	\$0
New Investment	\$9,632,500
PILOT Payments	\$0
Project Wages (10 years)	\$0
Construction Wages	\$2,176,500
Employee Benefits (10 years)	\$0
Project Capital Investment	\$7,300,000

Agency Fees \$156,000

Benefit:Cost Ratio

12.04 :1

Project Description

The facility expansion consists of an additional 56,834 square feet of space, with 35,000 square feet (est.) designated for cultivation operations, and 21,834 square feet (est.) designated for product storage, staging, shipping, and receiving. The facility is located in the Town of Dewitt



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. **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

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: NYCANNA, LLC

Applicant Address: 6600 New Venture Gear Dr, East Syracuse 13057

Phone: (917) 842-0570

Fax: Not Applicable

Website: <https://www.shopbotanist.com/>

E-mail: William.lettier@acreageholdings.com

Federal ID#: 30-0963283

NAICS: 325411

State and Year of Incorporation/Organization: DE 11/1/2016

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: Not Applicable

Federal ID#: Not Applicable

State and Year of Incorporation/Organization: Not Applicable

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

Not Applicable

B) Individual Completing Application:

Name: William Lettier

Title: General Manager, NYCANNA, LLC

Address: 6600 New Venture Gear Dr, E Syracuse 13057

Phone: 917-842-0570

Fax: Not Applicable

E-mail: William.lettier@acreageholdings.com

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

Name: Not Applicable
Title: Not Applicable
Address: Not Applicable
Phone: Not Applicable Cell Phone: Not Applicable
E-mail: Not Applicable

D) Company Counsel:

Name of Attorney: James A. Doherty, III, Esq.
Firm Name: General Counsel, Acreage Holdings, Inc.
Address: 450 Lexington Avenue, #3308 New York, NY 10163 USA
Phone: 570-947-1138 Cell Phone: 570-947-1138
E-mail: legal@acreageholdings.com

E) Business Organization (check appropriate category):

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

Others (please specify): None
Year Established: 2016
State in which Organization is established: Delaware

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

Name	% of ownership
<u>High Street Capital Partners Management, LLC</u>	<u>100</u>
<u>Kevin Murphy, Manager of High Street Capital Partners Management, LLC</u>	<u>80</u>
<u>Melvin Yellin, Manager of High Street Capital Partners Management, LLC</u>	<u>10</u>
<u>Devin Binford, Manager of High Street Capital Partners Management, LLC</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: 79% (as of Jan to Jul 2021)

Estimated % of sales outside Onondaga County but within New York State: 21% (as of Jan to Jul 2021)

Estimated % of sales outside New York State but within the U.S.: 0%

Estimated % of sales outside the U.S.: 0%

(*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. See Attachment B.

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: See attached.

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: 6600 New Venture Gear Drive

Legal Address (if different): Not Applicable

City: East Syracuse

Village/Town: Dewitt

Zip Code: 13057

School District: East Syracuse -Minoa SD

Tax Map Parcel ID(s): 312689027.-02-11.1

Current Assessed Value: leased

Sq. Footage of Existing Building: 234,000

Census Tract: 36067

- 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? See Appendix A.

- 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.**

See Appendix A.

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

- | | |
|---|--|
| ☒ Industrial | ☐ Bank Office |
| ☐ Acquisition of Existing Facility | ☐ Retail |
| ☐ Housing | ☐ Mixed Use |
| ☒ Equipment Purchase | ☐ Facility for Aging |
| ☐ Multi-Tenant | ☐ Civic Facility (not for profit) |
| ☐ Commercial | ☐ 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	Not Applicable		Not Applicable
Site Work/Demo	300,000		300,000
Building Construction & Renovation	7,000,000		7,000,000
Furniture & Fixtures	500,000		500,000
Equipment	5,300,000		5,300,000
Equipment Subject to NYS Production Sales Tax	2,000,000		2,000,000
Engineering/Architect	200,000		200,000
Financial Charges			
Legal			
Other	100,000		100,000
Management/Developer Fees	100,000		100,000
Total Project Cost	15,500,000		15,500,000

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) TOTAL Capital Costs \$ 15,500,000

Project refinancing: estimated amount
(for refinancing of existing debt only) \$ Not Applicable

Sources of Funds for Project Costs:

- | | |
|---|-------------------|
| 1. Bank Financing | \$ Not Applicable |
| 2. Equity (excluding equity that is attributed to grants/tax credits) | \$ 15,500,000 |
| 3. Tax Exempt Bond Issuance (if applicable) | \$ Not Applicable |
| 4. Taxable Bond Issuance (if applicable) | \$ Not Applicable |

5. Public Sources (Include sum total of all state and federal grants and tax credits) \$ Not Applicable

-Identify each state and federal grant/credit:

Not Applicable \$

Not Applicable \$

Not Applicable \$

6. Total Sources of Funds for Project Costs \$ 15,500,000

C) Employment and Payroll Information

*Full Time Equivalent (FTE) is defined as one employee working no less than 40 hours per week or two or more employees together working a total of 40 hours per week.

1. Are there people currently employed at the project site?
☒ Yes ☐ No If yes, provide number of FTE jobs at the facility: 39

2. Complete the following:

Estimate the number of FTE jobs to be retained as a result of this Project:	39
Estimate the number of construction jobs to be created by this Project:	100
Estimate the average length of construction jobs to be created (months):	6 months
Current annual payroll at facility:	\$2,070,137
Average annual growth rate of wages:	2%
Please list, if any, benefits that will be available to either full and/or part time employees:	Health Benefits, 401K, Life Insurance, Short term/Long Term Disability for FTE
Average annual benefit paid by the company (\$ or % salary) per FTE job:	Health Benefit Premiums are paid 80% by company for any FTE
Average growth rate of benefit cost:	
Amount or percent of wage employees pay for benefits:	FTE pays 20% of premiums.
Provide an estimate of the number of residents in the Economic Development Region (Onondaga, Madison, Cayuga, Oneida, Oswego, and Cortland Counties) to fill new FTE jobs:	30 New Jobs Created

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
Operations Manager		1	2				
Warehouse		12	5	5			
Production		21	10	5			
Sales & Marketing		1	2				
Finance		3	1				
Human Resources		1					
Job Creation Subtotal			20	10			

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): none
- ☐ Mortgage Recording Tax Exemption (.75% of amount mortgaged): Not Applicable
- ☒ Sales and Use Tax Exemption (4% Local, 4% State): \$800,000
- ☐ Tax Exempt Bond Financing (Amount Requested): Not Applicable
- ☐ Taxable Bond Financing (Amount Requested): Not Applicable

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): \$ Not Applicable

Estimated Mortgage Recording Tax Exemption Benefit (product of mortgage amount as indicated above, multiplied by .0075): \$ Not Applicable

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:

\$ 10,000,000

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):

\$ 800,000

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

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						
TOTAL							

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 NYCANNA, 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 09/08/2021 (date).

Company: Please see Appendix A, Section V. for a comment on this matter.

Representative for Contract: Not Applicable

Address: Not Applicable City: Not Applicable State: Not Applicable Zip: Not Applicable

Phone: Not applicable Email: Not applicable

Project Address: Not Applicable City: Not Applicable State: Not applicable Zip: Not Applicable

General Contractor: Not Applicable

Contact Person: Not Applicable

Address: Not Applicable City: Not Applicable State: Not Applicable Zip: Not Applicable

Phone: Not Applicable Email: Not Applicable

Authorized Representative: Not Applicable Title: Not Applicable

Signature: Not Applicable

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

NYCANNA, LLC

Signature of Officer or Authorized Representative:

Robert Daino

Name & Title of Officer or Authorized Representative:

Authorized Signatory

Date: 09/09/2021

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: Local 338, RWDSU/UFCW 1505 Kellum Place, Mineola NY 11501

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), NYCANNA, 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.

NYCANNA, 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.

NYCANNA, 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: NYCANNA, LLC

Signature of Officer or Authorized Representative: Robert Daino 

Name & Title of Officer or Authorized Representative: Authorized Signatory

Date: 09/09/2021

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

www.labor.ny.gov

CNY Works

Chris Kennedy

Business Development Specialist

960 James Street, Syracuse, NY 13203

315-477-6974

ckennedy@cnyworks.com

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

NYCANNA, LLC

Signature of Officer or Authorized Representative:

Robert Daino



Name & Title of Officer or Authorized Representative:

Authorized Signatory

Date: 09/09/2021

Section X: Representations, Certifications, and Indemnification

Robert Daino (Name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Authorized Signatory (title) of NYCANNA, 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.

Name of Applicant Company

NYCANNA, LLC

Signature of Officer or Authorized Representative:

Robert Daino



Name & Title of Officer or Authorized Representative:

Authorized Signatory

Date: 09/09/2021

STATE OF NEW YORK

)

COUNTY OF ONONDAGA

)ss.;

Robert Daino, being first duly sworn, deposes and says:

1. That I am the Authorized Signatory (Corporate Officer) of NYCANNA, 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

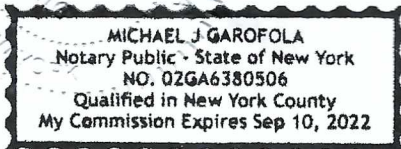


(Signature of Officer)

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



(Notary Public)



End of Application

Rev 1-9-20

Appendix A – Additional Information

Section I: Applicant Information

G) Applicant Business Description (include background, products, customers, goods, and services)

NYCANNA, LLC, d/b/a "Acreage New York"

We are a vertically integrated medical cannabis cultivation, manufacturing, retail, and distribution company located in New York. We have a manufacturing and cultivation location in East Syracuse, along with our four dispensaries located in Buffalo, Middletown, Queens, and Farmingdale. We began our journey in 2015, formed NYCANNA, LLC in 2016, and were awarded a license from the State of New York Department of health in August of 2017. We are one of only ten Registered Organizations in New York permitted to manufacture and sell medical cannabis. Our medical products include items such as tinctures, vaporization cartridges, and capsules. We currently sell our products to registered patients within New York from one of our four retail locations, from which we also provide home delivery services.

H) % of Total Annual Supplies, Raw Materials, and Vendor Services Purchased from Onondaga County Firms. Include list of vendors, raw material suppliers, and % for each, along with supporting documentation including estimated % of local purchases.

2020 – 1.06%, 2021 – 1.56%, See Appendix B (Vendor spend information)

I) Applicant History:

On November 2, 2018, EPMMNY LLC filed a civil complaint in the Supreme Court of the State of New York, County of New York, asserting claims against 16 defendants, including NYCANNA, LLC, Case No. 655480/2018. The matter is still in its preliminary stages and NYCANNA's motion to dismiss the case is pending before the court.

Section II: Project Information

C) Summary of how this project will help your business grow.

The project will help the NYCANNA, LLC ("NYCANNA") business grow by expanding its manufacturing and cultivation facility for increased revenue growth, cost mitigation, and overall business flexibility, improving upon its existing cannabis manufacturing facility in Syracuse, New York. Due to the rapid increase in demand for medical cannabis products, NYCANNA is undertaking this project to expand its existing manufacturing facility. NYCANNA rents 230,000 square feet (est.) of an existing manufacturing facility that sits on 109 square acres (est.) of land (see survey attached). The facility is currently zoned for manufacturing and NYCANNA intends to continue its manufacturing operations going forward, as well as adding cannabis cultivation. The facility expansion consists of an additional 56,834 square feet of space, with 35,000 square feet (est.) designated for cultivation operations, and 21,834 square feet (est.) designated for product storage, staging, shipping, and receiving. NYCANNA is requesting tax-exempt status to increase capital expenditure costs required to make the facility fully operational. Being able to remove the tax cost from our expansion will allow for more funds being allocated to growing equipment, as well as the ability to purchase higher quality equipment. Higher quality equipment will allow NYCANNA to better service the community of patients that benefit from our products. This cost

mitigation will allow NYCANNA more business flexibility and enable it to hire local Onondaga County vendors, supplies, employees, and other resources to enhance its relationship with the county and its residents and businesses. Job creation will occur each year in line with the needs of the facility, including 100 construction jobs and 30 new facility positions that will be open - 20 in the first year and an additional 10 in the second year.

D) Description of Project.

- i. a. Total SF: 56,834 square feet
- b. Cultivation: 35,000 square feet
- c. Warehouse, shipping & receiving: 21,834 square feet
- ii. Approximately 109 square acres
- iii. Manufacturing; Manufacturing
- iv. Cultivation, Extraction, and Distribution of Medical Cannabis
- v. The demand for cannabis and cannabis products has increased and, therefore, the need to increase cultivation space is necessary. There are significant costs, specifically equipment costs, associated with these expansions, and tax-exempt status will allow for a more financially feasible and thus, successful, expansion. The project in question is an expansion of cultivation capabilities at an existing medical cannabis cultivation facility. The existing facility sits on approximately 109 square acres of land. The expansion will result in an additional 56,834 square feet, including 35,000 square feet of cannabis cultivation space and 21,834 square feet of warehouse space. The expansion will allow for increased production of cannabis flower, infused products and concentrates allowed under current New York medical cannabis regulations. We will also have the ability to produce and formulate additional products as they become allowable under state regulations. The facility is currently used for the cultivation of medicinal cannabis and the manufacturing of infused cannabis-based medicines. The project is necessary to increase the production capabilities to meet the demand of the rapidly growing Medical Cannabis patient population in the state. It is also necessary to address the upcoming anticipated demand of the recently legalized adult-use cannabis program. Historically, states which have passed adult-use cannabis laws have seen the medical programs in their state suffer as adult-use demand begins to overwhelm medical cannabis providers and decreases the availability of products for those patients who need them for recognized medical conditions. We are committed to providing access to medical patients, as well as the adult-use needs of the public.



I) Environmental Information

Long form EAF – SEQR; the development of these forms is currently in process and will be submitted when completed, which is expected the week of 9.13.2021.

Section V: Local Access Policy Agreement/Contractor Status Report

To be submitted prior to final OCIDA approval.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: NYCANNA Building Renovation		
Project Location (describe, and attach a general location map): 6600 New Venture Gear Drive, East Syracuse, NY 13057		
Brief Description of Proposed Action (include purpose or need): The proposed project is an expansion of an existing cannabis grow facility. The expansion will include approximately 56,000 sf of interior renovation within the existing building, which will consist of new grow rooms, drying and operation areas, security systems, utilities, and new bathroom facilities.		
Name of Applicant/Sponsor: NYCANNA, LLC d/b/a "Acreage New York" (c/o William Lettier)	Telephone: 917-842-0570	
	E-Mail: william.lettier@acreageholdings.com	
Address: 6600 New Venture Gear Dr		
City/PO: East Syracuse	State: NY	Zip Code: 13057
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): ONX1, LLC	Telephone:	
	E-Mail:	
Address: PO Box 2279		
City/PO: Jupiter	State: FL	Zip Code: 33468

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	DOB Building Permit	Sept. 14, 2021
b. City, Town or Village ☐ Yes ☒ No Planning Board or Commission		
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	OCIDA	Oct 2021
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	Approval of License Transfer	
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources. <i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☒ No <i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐ Yes ☒ No <i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? ☐ Yes ☒ No		

C. Planning and Zoning**C.1. Planning and zoning actions.**

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning

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

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

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

If Yes,

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

C.4. Existing community services

a. In what school district is the project site located? East Syracuse Minoa

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

Town of Dewitt

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

Town of Dewitt

d. What parks serve the project site?

Town of Dewitt

D. Project Details**D.1. Proposed and Potential Development**

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

b. a. Total acreage of the site of the proposed action? _____ 109 acres

b. Total acreage to be physically disturbed? _____ zero acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 109 acres

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

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

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

If Yes,

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

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

iii. Number of lots proposed? _____

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

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

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

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses?

☐ Yes ☒ No

If Yes, show numbers of units proposed.

One FamilyTwo FamilyThree FamilyMultiple Family (four or more)

Initial Phase

At completion

of all phases

g. Does the proposed action include new non-residential construction (including expansions)?

☐ Yes ☒ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

☐ Yes ☒ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: _____

☐ Ground water☐ Surface water streams☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

☐ Yes ☒ No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

• Volume (specify tons or cubic yards): _____

• Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials?

☐ Yes ☒ No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting?

☐ Yes ☒ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?

☐ Yes ☒ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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

- iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No

If Yes, describe: _____

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

If Yes:

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

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

- c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No

If Yes:

- i. Total anticipated water usage/demand per day: _____ 7,750 gallons/day

- ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No

If Yes:

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

- iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No

If Yes:

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

- iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No

If Yes:

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

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

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

- d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No

If Yes:

- i. Total anticipated liquid waste generation per day: _____ 775 gallons/day

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

sanitary sewer

- iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: OCDWEP
- Name of district: Town of Dewitt
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

- ii. Describe types of new point sources. _____

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

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? ☐ Yes ☐ No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

- ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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

If Yes:

- i. Estimate methane generation in tons/year (metric): _____
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

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

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

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

If Yes:

- i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.
- ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

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

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

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

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

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
 3,907 MWh

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

national grid

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

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

i. During Construction:

- Monday - Friday: _____ 7am-7pm
- Saturday: _____ -
- Sunday: _____ -
- Holidays: _____ -

ii. During Operations:

- Monday - Friday: _____ 24 hours
- Saturday: _____ 24 hours
- Sunday: _____ 24 hours
- Holidays: _____ 24 hours

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☒ No If yes: i. Provide details including sources, time of day and duration: _____ _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: <u>Existing security lighting (building mounted and parking lot lighting)</u> _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____ _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☒ Yes ☐ No If Yes: i. Describe proposed treatment(s): <u>agricultural operations will use state approved pesticides (ZeroTol 2.0, Procidic 2, Lost Coast Plant Therapy).</u> _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☒ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: <u>concrete and soil - 550</u> tons per <u>month</u> for 1 month (unit of time) • Operation : <u>1</u> tons per <u>month</u> (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: <u>N/A</u> _____ • Operation: <u>N/A</u> _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: <u>Private Waste Hauler</u> _____ • Operation: <u>Private Waste Hauler</u> _____	

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☒ Industrial ☒ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	109	109	
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	
• Other Describe: _____	0	0	0

c. Is the project site presently used by members of the community for public recreation? <i>i. If Yes: explain:</i> _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, <i>i. Identify Facilities:</i> Upstate Bone & Joint Center _____ _____	☒ Yes ☐ No
e. Does the project site contain an existing dam? If Yes: <i>i. Dimensions of the dam and impoundment:</i> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <i>ii. Dam's existing hazard classification:</i> _____ <i>iii. Provide date and summarize results of last inspection:</i> _____ _____	☐ Yes ☒ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: <i>i. Has the facility been formally closed?</i> • If yes, cite sources/documentation: _____ <i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i> _____ _____ <i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: <i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i> _____ _____	☐ Yes ☒ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: <i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ <i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____ _____ _____ <i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> If yes, provide DEC ID number(s): _____ <i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i> _____ _____	☐ Yes ☒ No ☐ Yes ☐ No

v. Is the project site subject to an institutional control limiting property uses? • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? • Explain: _____ _____ _____	☐ Yes ☒ No																																							
E.2. Natural Resources On or Near Project Site																																								
a. What is the average depth to bedrock on the project site? _____ >20 ft feet																																								
b. Are there bedrock outcroppings on the project site? If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %		☐ Yes ☒ No																																						
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Ontario Loam</td> <td style="width: 20%; text-align: right;">49 %</td> <td style="width: 20%;"></td> </tr> <tr> <td>cut / fill land</td> <td style="text-align: right;">51 %</td> <td></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> <td></td> </tr> </table>		Ontario Loam	49 %		cut / fill land	51 %		_____	_____ %																															
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d. What is the average depth to the water table on the project site? Average: _____ >10 ft feet																																								
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☒ Well Drained:</td> <td style="width: 20%; text-align: right;">100 % of site</td> <td style="width: 40%;"></td> </tr> <tr> <td>☐ Moderately Well Drained:</td> <td style="text-align: right;">_____ % of site</td> <td></td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> <td></td> </tr> </table>		☒ Well Drained:	100 % of site		☐ Moderately Well Drained:	_____ % of site		☐ Poorly Drained	_____ % of site																															
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f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☒ 0-10%:</td> <td style="width: 20%; text-align: right;">100 % of site</td> <td style="width: 40%;"></td> </tr> <tr> <td>☐ 10-15%:</td> <td style="text-align: right;">_____ % of site</td> <td></td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> <td></td> </tr> </table>		☒ 0-10%:	100 % of site		☐ 10-15%:	_____ % of site		☐ 15% or greater:	_____ % of site																															
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m. Identify the predominant wildlife species that occupy or use the project site: squirrels / birds	_____ _____ _____
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ Indiana Bat _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	☐ Yes ☒ No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐ Yes ☒ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	☐ Yes ☒ No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	☐ Yes ☒ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	☐ Yes ☒ No ☐ Yes ☐ No

F. Additional Information

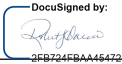
Attach any additional information which may be needed to clarify your project.

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

G. Verification

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

Applicant/Sponsor Name Robert Daino Date 10/4/2021

Signature  Title Authorized Signatory

EAF Mapper Summary Report

Wednesday, September 22, 2021 10:29 AM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2. [Endangered or Threatened Species Name]	
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

5400 Butternut Drive
East Syracuse, NY 13057-8509
Phone: 315.446.3910 x3
Fax: 315.449.0620

Edward M. Michalenko, PhD.
Supervisor



Planning & Zoning
Nicholas Quilty-Koval, Town Planner

September 17, 2021

Hueber-Breuer Construction, Inc.
148 Berwyn Ave
Syracuse, NY 13210
Attn: Derek Heath

Re: **NYCANNA Cultivation Facility Expansion**
Building Permit Conditions

Dear Mr. Heath:

As requested, please be advised your Building Permit application for the NYCANNA Cultivation Facility Expansion at 6600 New Venture Gear Drive is not subject to any specific use permits or special town approvals at this time. The proposed interior modifications are subject to permitting review.

Any exterior modifications to the facility and site are not approved and are subject to Site Plan Review pursuant to Town Code section 192-122.

Feel free to contact me anytime for further clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Quilty-Koval", is written over the word "Sincerely,".

Nicholas Quilty-Koval
Town Planner
DeWitt Planning and Zoning

CC: Tom Poitras, Codes Enforcement Officer

Onondaga County Industrial Development Agency					
Project Summary Draft				10/1/2021	
1. Project		RPNY Solar 5, LLC		2. Project Number	
3. Location		Manlius		4. School District	
5. Tax Parcel(s)		055.-01-10.1		East Syracuse-Minoa School District	
				6. Project Type	
				New Construction/Solar	
7.Total Project Cost		\$ 2,418,575		8. Total Jobs	
Land		\$ 145,475		8A. Job Retention	
Site Work		\$ 85,000		8B: Job Creation	
Building		\$ -		(Next 5 Years)	
Furniture & Fixtures		\$ -			
Equipment		\$ 1,515,543			
Equipment Subject to NYS Production Exemption		\$ 147,130			
Engineering/Architecture Fees		\$ 61,533			
Financial Charges		\$ 50,000			
Legal Fees		\$ 15,000			
Other- Solar Installation Labor		\$ 398,895			
Cost Benefit Analysis		RPNY Solar 5, LLC		Project Description	
		Fiscal Impact (\$)			
Abatement Cost		\$ 224,192			
Sales Tax		\$ 55,340			
Mortgage Tax		\$ 12,200			
Property Tax Relief (PILOT)		\$ 156,652			
New Investment		\$ 2,979,452			
PILOT Payments		\$ 94,345			
Project Wages (10 years)		\$ -			
Construction Wages		\$ 435,300			
Employee Benefits (10 years)		\$ -			
Project Capital Investment		\$ 2,418,575			
New Sales Tax Generated		\$ -			
Agency Fees		\$ 31,232			
Agency Legal Fees		\$ 6,046			
Benefit:Cost Ratio		13 :1		RPNY Solar 5, LLC is proposing a 1.6 MW Solar energy system farm located on 6.95 acres in the Town of Manlius.	

RPNY Solar 5, LLC- Draft

10/1/2021

A) PILOTS Estimate Table Worksheet

Current Revenue Generated by
Parcel \$ 1,909

Expected Revenue from the Parcel
if no project occurred \$ 61,158.33

Projected Year 1 Revenue to be
generated as a result of the project: \$6,400

Total Project Cost \$ 2,418,574.99

OCIDA Estimate of Project Value \$ 378,885.65

Projected MW to be generated 1.6
Scheduled PILOT Payments \$ 155,503

Year	Onondaga County	Manlius	East Syracuse-Minoa School District	Total PILOT	Full Tax Payment without PILOT	Net Exemption
	15%	14%	72%	100.0%		
2019-2020	290.36	211.85	1,407.18	\$ 1,909		
1	\$ 937	\$ 872	\$ 4,592	\$ 6,400	\$ 11,744	\$ 5,344
2	\$ 955	\$ 889	\$ 4,683	\$ 6,528	\$ 11,979	\$ 5,451
3	\$ 974	\$ 907	\$ 4,777	\$ 6,659	\$ 12,218	\$ 5,560
4	\$ 994	\$ 925	\$ 4,873	\$ 6,792	\$ 12,463	\$ 5,671
5	\$ 1,014	\$ 944	\$ 4,970	\$ 6,928	\$ 12,712	\$ 5,784
6	\$ 1,034	\$ 963	\$ 5,069	\$ 7,066	\$ 12,966	\$ 5,900
7	\$ 1,055	\$ 982	\$ 5,171	\$ 7,207	\$ 13,225	\$ 6,018
8	\$ 1,076	\$ 1,001	\$ 5,274	\$ 7,352	\$ 13,490	\$ 6,138
9	\$ 1,097	\$ 1,022	\$ 5,380	\$ 7,499	\$ 13,760	\$ 6,261
10	\$ 1,119	\$ 1,042	\$ 5,487	\$ 7,649	\$ 14,035	\$ 6,386
11	\$ 1,142	\$ 1,063	\$ 5,597	\$ 7,802	\$ 14,316	\$ 6,514
12	\$ 1,164	\$ 1,084	\$ 5,709	\$ 7,958	\$ 14,602	\$ 6,644
13	\$ 1,188	\$ 1,106	\$ 5,823	\$ 8,117	\$ 14,894	\$ 6,777
14	\$ 1,212	\$ 1,128	\$ 5,940	\$ 8,279	\$ 15,192	\$ 6,913
15	\$ 1,236	\$ 1,150	\$ 6,059	\$ 8,445	\$ 15,496	\$ 7,051
16	\$ 1,260	\$ 1,173	\$ 6,180	\$ 8,614	\$ 20,958	\$ 12,344
17	\$ 1,286	\$ 1,197	\$ 6,303	\$ 8,786	\$ 21,377	\$ 12,591
18	\$ 1,311	\$ 1,221	\$ 6,429	\$ 8,962	\$ 21,805	\$ 12,843
19	\$ 1,338	\$ 1,245	\$ 6,558	\$ 9,141	\$ 22,241	\$ 13,100
20	\$ 1,364	\$ 1,270	\$ 6,689	\$ 9,324	\$ 22,685	\$ 13,362
TOTAL	\$ 22,756	\$ 21,184	\$ 111,564	\$ 155,503	\$ 312,155	\$ 156,652

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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. **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

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: RPNY Solar 5, LLC

Applicant Address: 879 Sanchez Street

Phone: (415) 710-3834 Fax:

Website: renewprop.com E-mail: stephanie@renewprop.com

Federal ID#: 85-4254771 NAICS:

State and Year of Incorporation/Organization: New York / 2020

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:

Federal ID#:

State and Year of Incorporation/Organization:

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

B) Individual Completing Application:

Name: Ben Vollmer

Title: Project Developer

Address: 879 Sanchez Street, San Francisco, CA 94114

Phone: (828) 719-0461 Fax:

E-mail: ben@renewprop.com

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

Name: Stephanie Loucas
Title: Vice President, Development
Address: 879 Sanchez Street San Francisco, CA 94114
Phone: 415-710-3834 Cell Phone: 415-710-3834
E-mail: stephanie@renewprop.com

D) Company Counsel:

Name of Attorney: Rob Panasci
Firm Name: Young/Sommer LLC
Address: Executive Woods, Five Palisades Drive, Albany, NY 12205
Phone: (585) 438-9907 ext. 251 Cell Phone: (518) 207-5448
E-mail: rpanasci@youngsommer.com

E) Business Organization (check appropriate category):

- | | |
|--|---|
| ☐ Corporation | ☐ Partnership |
| ☐ Public Corporation | ☐ Joint Venture |
| ☐ Sole Proprietorship | ☒ Limited Liability Company |

Others (please specify): _____
Year Established: 2020
State in which Organization is established: New York

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

Name	% of ownership
<u>Wildcat Renewables, LLC</u>	<u>100%</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: 50

Estimated % of sales outside Onondaga County but within New York State: 50

Estimated % of sales outside New York State but within the U.S.: 0

Estimated % of sales outside the U.S.: 0

(*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. We will endeavor to source as much material as possible from firms in Onondaga County. However, we are unable to commit to exact percentages at this time.

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: 7390 Kirkville Road

Legal Address (if different): _____

City: East Syracuse

Village/Town: Manlius

Zip Code: 13057

School District: East Syracuse - Minoa

Tax Map Parcel ID(s): 313889055.-01-10.1

Current Assessed Value: \$56,600

Sq. Footage of Existing Building: N/A

Census Tract: 154

- 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

- | | |
|---|---|
| ☐ Industrial | ☐ Bank Office |
| ☐ Acquisition of Existing Facility | ☐ Retail |
| ☐ Housing | ☐ Mixed Use |
| ☐ Equipment Purchase | ☐ Facility for Aging |
| ☐ Multi-Tenant | ☐ Civic Facility (not for profit) |
| ☐ Commercial | ☒ Other <u>solar farm</u> |

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	\$145,474.56	100 %	
Site Work/Demo	\$85,000	0% (est.)	
Building Construction & Renovation	0% (est.)	0% (est.)	
Furniture & Fixtures	None	None	
Equipment	\$1,515,542.60	0% (est.)	
Equipment Subject to NYS Production Sales Tax	\$147,130	0% (est.)	
Engineering/Architect	\$61,532.63	0% (est.)	
Financial Charges	\$50,000	0% (est.)	
Legal	\$15,000	25% (est.)	
Other Labor	\$398,895.20	0% (est.)	
Management/Developer Fees			
Total Project Cost	\$2,418,574.99		

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) TOTAL Capital Costs \$ 2,418,574.99

Project refinancing: estimated amount
(for refinancing of existing debt only) \$ _____

Sources of Funds for Project Costs:

- | | | |
|----|--|------------------------|
| 1. | Bank Financing | \$ <u>1,626,656.25</u> |
| 2. | Equity (excluding equity that is attributed to grants/tax credits) | \$ <u>542,218.75</u> |
| 3. | Tax Exempt Bond Issuance (if applicable) | \$ _____ |
| 4. | Taxable Bond Issuance (if applicable) | \$ _____ |

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
Job Creation Subtotal		0	0	0	0	0	0

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): Seeking PILOT of \$4,000/MW for 20 years
- ☒ Mortgage Recording Tax Exemption (.75% of amount mortgaged): \$12,199.92
- ☒ Sales and Use Tax Exemption (4% Local, 4% State): \$55,340.34
- ☐ Tax Exempt Bond Financing (Amount Requested): _____
- ☐ Taxable Bond Financing (Amount Requested): _____

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): \$ 1,626,656.25

Estimated Mortgage Recording Tax Exemption Benefit (product of
mortgage amount as indicated above, multiplied by .0075): \$ 12,199.92

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:

\$ 691,754.20

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):

\$ 55,340.34

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

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						
TOTAL							

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. *RPNY Solar 5 will endeavor to source the highest possible percentage of labor from the local area. However, in the event the requisite amount of qualified labor with the necessary skillset is unavailable locally, outside laborers will need to be contracted.*

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 RPNY Solar 5, 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 8/02/21 (date).

Company: RPNY Solar 5, LLC

Representative for Contract: Ben Vollmer

Address: 879 Sanchez Street City: San Francisco State: CA Zip: 94114

Phone: (828) 719-0461 Email: ben@renewprop.com

Project Address: 7390 Kirkville Road City: East Syracuse State: NY Zip: 13057

General Contractor: _____

Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Authorized Representative: _____ Title: _____

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, whichever 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 RPNY Solar 5, LLC

Signature of Officer or Authorized Representative: _____

Name & Title of Officer or Authorized Representative: Aaron Halimi, President

Date: _____

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), RPNY Solar 5, 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.

RPNY Solar 5, 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.

RPNY Solar 5, 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: RPNY Solar 5, LLC

Signature of Officer or Authorized Representative: _____

Name & Title of Officer or Authorized Representative: Aaron Halimi, President

Date: _____

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

www.labor.ny.gov

CNY Works

Chris Kennedy

Business Development Specialist

960 James Street, Syracuse, NY 13203

315-477-6974

ckennedy@cnyworks.com

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

RPNY Solar 5, LLC

Signature of Officer or Authorized Representative:

Name & Title of Officer or Authorized Representative:

Aaron Halimi, President

Date: _____

Section X: Representations, Certifications, and Indemnification

Aaron Halimi (Name of CEO or other authorized representative of Applicant) confirms and says that he/she is the President (title) of RPNY Solar 5, 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.

Name of Applicant Company

RPNY Solar 5, LLC

Signature of Officer or Authorized Representative:

Name & Title of Officer or Authorized Representative:

Aaron Halimi, President

Date:

STATE OF NEW YORK

)

COUNTY OF ONONDAGA

)ss.;

_____, being first duly sworn, deposes and says:

1. That I am the _____ (Corporate Officer) of _____ (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

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this _____ day of __, 20____.

(Notary Public)

End of Application

Renewable Properties, LLC

879 Sanchez Street
San Francisco, CA 94114
www.renewprop.com



July 30, 2021

Mr. Robert Petrovich
Executive Director
Onondaga County
Industrial Development Agency
333 W. Washington Street, Suite 130
Syracuse, NY 13202

Dear Mr. Petrovich,

RE: Kirkville Road Solar Project Narrative

The Kirkville Road Solar Project (Project) is small-scale commercial solar energy generating facility that will be located on approximately 7 acres of a 27-acre parcel. The subject parcel is located at 7390 Kirkville Road (APN 313889055.-01-10.1) in the Town of Manlius, NY, and is currently vacant. The parcel is zoned "Restricted Agriculture." The Project received Site Plan and Special Use Permit approval at the March 8, 2021 Manlius Town Planning Board meeting.

The Project will provide electric utility cost savings for Onondaga County residents and businesses. In addition, the Project will generate approximately \$155,000 dollars in PILOT payments over 20 years. During the construction period, the Project will create up to 30 full-time construction related jobs, which may be filled by locally based workers depending upon availability and expertise. After construction, the Project will bring long-term maintenance contracts for local electricians and property maintenance companies. The Project will also result in increased revenues to the county and local municipal tax base, payments to the local hospitality industry, purchase of local supplies and goods, and lease revenues to the participating landowner.

It should be noted that tax revenue from community solar systems have a 100% net benefit to the tax base. The Project will not burden municipal resources in any manner and therefore the tax proceeds generated from the existence of the Project have a 100% reduction on municipal expenses. Moreover, the Project will still pay any applicable special district taxes. It is respectfully submitted that almost no other applicant or taxpayer/user can make that representation. For this particular property, tax proceeds will increase by approximately 307% from FY2020 tax receipts. PILOT payments with a 2% contractual escalator will total \$6,400/year for base year up to \$9,323 in year 20 for a total of \$155,503 in payment in lieu of taxes.

The Project company has entered into a long-term lease agreement with the property owner, Abdulah Alemeic. The Project will generate 1.6 megawatts (MW) of alternating current (AC) emission-free, clean, renewable power. The Project will interconnect to National Grid's existing electrical distribution system,



which is located on site. The power generated from this facility will be sold to consumers via the state's Community Distributed Generation program (commonly called community solar). This program allows customers to directly offset their energy use with local solar power while saving money on their electrical bills. According to National Energy Laboratory, only 27% of all homes in the United States can install solar panels. This statistic indicates 73% of the country's population is denied access to renewable energy. Community solar provides utility savings and renewable energy access to businesses and residents that cannot install solar panels on their building because of a lack of financial means, or because of a physical barrier to installation. Community solar lowers the barriers of access to renewable energy, making it attainable for all local residents. The Project will generate an estimated 2,790,000 kWhrs of pollution-free electricity annually, supplying roughly 334 local residences. Additionally, the Project will generate community solar credits for ninety cents on the dollar which will be credited to residents' utility invoices. Both residential and commercial customers can take advantage of the savings.

The Project will utilize 5,616 modules and 13 string inverters which convert the sun's energy into usable AC power. Single-axis tracking technology will be utilized to allow the modules to efficiently track the sun throughout the day and maximize the efficiency of solar collection. The modules will be mounted on a steel racking system, which will be anchored into the ground using driven steel piers. The overall height of the array will be no more than 8 feet tall.

A full environmental assessment form (FEAF) was completed by the project team and submitted to the Town of Manlius in December of 2020. The Town of Manlius declared their intent to serve as SEQRA lead agency, classified the project as an Unlisted Action pursuant to SEQRA and declared to conduct an uncoordinated SEQRA review of the Unlisted Action at their meeting on February 8, 2021. At their March 8, 2021 meeting, the Town of Manlius Planning Board issued a Negative Declaration of Significant Adverse Impact as SEQRA lead agency for the proposed project (a copy is attached). The Onondaga County Industrial Development Agency as an agency involved in the funding of the proposed Project may proceed to make its own separate determination of significance and decision for the Project as an Unlisted Action receiving uncoordinated review, as supported by the Negative Declaration of Significant Adverse Environmental Impact issued by the Town of Manlius Planning Board.

In sum, not only will the Project provide economic benefits to the applicable municipalities pursuant to the annual PILOT payment, it provides savings to the local residents that choose to take advantage of community solar while placing no burden on any municipal resources. RPNY Solar 5 requests this PILOT because our financial modeling indicates the Project would not be feasible otherwise. While past solar projects in Onondaga County may have been able to support a larger PILOT dollar value, near-term sunseting incentives through NYSERDA, along with the disappearance of the Community Adder, have made the economics on solar projects more challenging. Though projects of Kirkville Road's size offer outsized community benefits, their relatively small footprint mean less of an ability to take advantage of the economies of scale available to larger projects. For those reasons, a \$4,000/MW PILOT is essential to bringing this opportunity and benefits to Onondaga County.



We are excited to work with the Onondaga County Industrial Development Agency and advance this Project through to commercial operation.

Sincerely,

RENEWABLE PROPERTIES

A handwritten signature in black ink, appearing to read "SL", is positioned above the printed name.

Stephanie Loucas
Vice President, Development
415-710-3834

**TOWN OF MANLIUS
SPECIAL PERMIT APPLICATION
(Original or Renewal)**

DATE: October 7, 2020

Tax Map # 3138890 55.01.10.1

I Stephanie Loucas as applicant relative to property located at

7390 Kirkville Road, East Syracuse, NY 13057

hereby request/apply for issuance/renewal (CIRCLE ONE) of a **SPECIAL PERMIT** from the Town of Manlius Town Board as required by the Town of Manlius Code, submit the following application and documentary evidence and/or information, including comprising the Exhibits in support of this request and certify that it is correct, true and accurate to the best of my/our knowledge and after reasonable due diligence and investigation. I further knowledge and agree that should any such evidence or information be later determined as false or not credible in any material respect, any special permit issued/renewed based thereon may be determined by the Town Board as void from the start or revocable.



Applicant's Signature

A 1. Owner(s) of property: Abdulah Aleemic

A 2. Status (Owner, Lessee) of each applicant: Lessee

A 3. Present Zoning of Property: Restricted Agriculture

A.4. Present Use of Property (describe in detail as best as reasonably possible- add additional pages as needed): Single family residential

A5 Describe property condition at present: Single family home with outbuildings and large undeveloped open space to south of frontage on Kirkville Road

B 1. Proposed use of property: Single family residence with addition of a small scale community solar project

B 2. Anticipated number of employees, guests, customers on property:

The project will be remotely operated and does not require full time staff for O&M.

Regular maintenance items over the life of the system will include washing the dust off the panels at least twice a year and managing vegetation growth.

B 3. Hours of Proposed Operation: The project will generate electricity during daylight hours

B 4. Anticipated Automobile Parking: N/A

B 5. Parking Area Buffer/Screening: N/A

B 6. Anticipated Vehicle Traffic Volume/Flow: The Project will not generate any traffic, and once constructed requires very little ongoing maintenance.

B 7. Proposed Site Lighting: No lighting proposed.

B 8. Anticipated noise sources, known decibel levels: The noise generated by the power conversion devices and transformers is minimal, consisting mostly of low humming and cooling fans.

~ 37dBA when observed from 50 feet away (inside the project area)

Quieter than a cycling refrigerator and only noticeable if standing within the solar array

B 9. Landscape:

a) Existing landscaping: The project area is currently a mix of maintained lawn with trees interspersed

b) Proposed landscaping: n/a

B 10. Proposed Signage: No signage is proposed.

B 11. Level of municipal and other services required to support the proposed activity (i.e., water supply sanitary sewage facilities): The project will not require public water, sewer, or other resources

B 12. Specific Requirements:

Town Code (District) Requirement; Proposal:

Parking Spaces	<u>n/a</u>	<u>n/a</u>
Lot Coverage	<u></u>	<u></u>
Front Yard Setback	<u>50'</u>	<u>50'</u>
Side Yard Setback	<u>50'</u>	<u>50'</u>
Rear Yard Setback	<u>50'</u>	<u>>1,000'</u>
Maximum Height of Building	<u>-</u>	<u>8' (from ground surface to max height of panel)</u>
	<u>2</u>	

EXHIBITS TO SPECIAL PERMIT APPLICATION:

1. Detailed site plan of any proposed construction anticipated (attach as Exhibit "A"). The Town Board requires that drawings be certified by the appropriate design professional, i.e. a licensed engineer, architect, or surveyor, and include, except as may be permitted at #10 below, at time of application such detail as required per Town Zoning Code §155-28A (1) (13) for site plan submission.
2. Survey Map (Exhibit "B") Certified by a licensed surveyor within two years of date of application. Survey should show all existing state of facts, improvements, structures, easements, rights-of-way, appropriations, landscape features, encroachments and existing pavement on site. Any survey map last re-dated prior to 60 days before the application filing date shall be accompanied by an affidavit from the applicant, owner or occupant, i.e. someone with personal knowledge, that the survey map accurately shows the state of facts of the survey map as of the date of the application filing or if it does not the affidavit should describe any change features.
3. Legal description of proposed site (Exhibit "C"). The legal description must be in a form sufficient to follow the legal description on the survey map submitted.
4. Drainage, SWPPP if applicable, sanitary sewer, water service plans and specifications for proposed site (certified by a licensed professional engineer). Attach as Exhibit "D" and as applicable, numbered sub-exhibits e.g. "D-1", "D-2" etc.
5. Environmental Assessment Form (Exhibit "E"). A short environmental assessment form (see attached form) may be provided with any application for an unlisted action, however acceptance of same shall not be deemed a waiver by the Town of its right to require a long EAF with appropriate documentary substantiation of answers provided (including without limitation #6 following). For Type One Actions a long EAF must be submitted at time of application.
6. Freshwater Wetlands Letter. Pursuant to 6 NYCRR 663.4(a), where the application involves conduct of regulated activity on freshwater wetlands or adjacent areas, the applicant must obtain either a permit or letter of permission from the DEC or the authorized local government having jurisdiction over the wetland. Any delineation such determination is based on shall likewise be provided. Attach as Exhibit "F" and as applicable, with numbered sub-exhibits.
7. Professional Fees Reimbursement Agreement (Exhibit "G").
8. Disclosure Affidavit. The applicant shall submit an affidavit attesting it has reviewed General Municipal Law §809 and is familiar with the provisions contained therein, that no state officer, or any officer or employee of the County of Onondaga or Town of Manlius has any interest in the person, partnership or association owning the premises subject of the application or making such application, and that no other violation of §809 shall result from such application (Exhibit "H").

9. Filing and Professional Review Fees. At the time of application filing, applicant shall submit \$100.00 in the form of a check payable to the Town of Manlius for Special Permit filing or renewal fees. Site Plan filing and Professional Review fees must be paid per Town Code Fee Schedule prior to commencement of Planning Board advisory review.

10. NOTE: THE ABOVE ARE NOT INTENDED AS AN EXHAUSTIVE LISTING OF THE APPLICATION REQUIREMENTS. THE APPLICANT SHALL BE RESPONSIBLE FOR FAMILIARIZING ITSELF WITH ALL TOWN CODE ZONING, SITE PLAN REVIEW, AND SPECIAL PERMIT REQUIREMENTS, AND THE REQUIREMENTS OF OTHER INVOLVED AND PERMITTING AGENCIES INCLUDING RELATIVE TO SEQRA, GENERAL MUNICIPAL LAW SECTION 239 REVIEW, STATE/COUNTY DOT, DOH AND THE LIKE.

THE FOREGOING NOTWITHSTANDING IT IS ACKNOWLEDGED THAT UPON INITIAL APPLICATION CERTAIN OF THE ABOVE MAY NOT, WITHOUT INITIAL INPUT FROM THE TOWN BOARD OR PLANNING BOARD, BE REASONABLY CAPABLE OF FINAL COMPLETION, AND ACCORDINGLY MAY BE WAIVED OR SUCH REQUIREMENTS RELAXED TEMPORARILY AND UNTIL SUFFICIENT SPECIFIC DIRECTION FROM THE RESPECTIVE BOARDS HAS BEEN GIVEN. AT TIME OF SUBMISSION THE APPLICANT SHALL SPECIFICALLY REFERENCE ANY SUCH REQUEST(S) AND ITS REASON(S) FOR SAME IN A DETAILED ENCLOSURE LETTER DESCRIBING THE SUBMISSION AND EXHIBITS.

RENEWAL APPLICATIONS SHALL REQUIRE ONLY SUCH OF THE FOREGOING INFORMATION AND EXHIBITS AS ARE DEEMED NECESSARY FOR CONSIDERATION OF A RENEWAL PERMIT INVOLVING NO MATERIAL CHANGES FROM OR VIOLATIONS UNDER THE PRIOR ISSUED SPECIAL PERMIT.

APPLICATIONS SHALL BE SUBMITTED IN BOUND TABBED BOOKLET FORM WITH A COVER LETTER, TABLE OF CONTENTS REFERENCING EXHIBITS, AND LEGIBLE 11"by 17" MINIMUM DRAWINGS FOLDED TO LETTER SIZE THEREIN. TWENTY COPIES SHALL BE DELIVERED TOGETHER WITH SEVEN (7) FULL SIZE PRINTS OF ALL DRAWINGS. SUBSEQUENT SUBMISSIONS OF MINOR MODIFICATIONS MAY BE SUBMITTED IN THE SAME MANNER WITH A LETTER REFERENCING THE SPECIFICS OF THE SUBSTITUTION, HOWEVER IF NUMEROUS OR MATERIAL IN NATURE ENTIRE REPLACEMENT SUBMISSIONS MAY BE REQUESTED.

TOWN OF MANLIUS

SPECIAL PERMIT APPLICATION – EXHIBIT “G”

PROFESSIONAL FEES REIMBURSEMENT AGREEMENT

As a condition of the application(s) to the Town of Manlius, its Zoning Board of Appeals, Planning Board, codes administration/planning office, and/or Town Board (the “Town”) for various zoning, land use, construction and related reviews, approvals, certificates, permits and related consideration(s) (including for any local governmental assisted funding) related to the request of Kirkville Road Solar : (the “Application”), Wildcat Renewables, LLC [name], a California based Limited Liability Company located at 879 Sanchez Street, San Francisco, CA 94114 [legal address] (“Applicant”) relative to proposed development at 7390 Kirkville Road, East Syracuse, NY 13057 [project address], Tax Parcel # 313889 055.01.10.1, Manlius, New York, and related matters (the “Project”) agrees as follows:

The Application and Project may or will likely entail that the Town incur legal, engineering, architectural, administrative and related expense(s) including, without limitation, for both on staff and third party consultants involved in the consideration of the Application and Project, and including, without limitation, attendance at Zoning Board of Appeals, Planning Board, and Town Board meetings, consultation with the Applicant, its or the Town’s engineer, architect, attorney, and/or other Town officers and employees, or consultants or professional service providers, incidental to the Application from the earlier of the filing of the Application for and/or first presentation of the Project to Town, and through final completion and issuance of all Town and other governmental permits, certifications and approvals.

In connection with and consideration of the foregoing, Applicant agrees to bear all cost and expense for such administrative, legal, engineering, architect and other professional and consulting assistance to the Town incidental to the Application and Project, and including that expense incurred by the Town for Town employees and officers performing reasonable and necessary work on behalf of the Town incident to the Application or Project.

In connection with the foregoing, Applicant shall reimburse the Town for time spent by outside consultants and professionals at the usual rate charged by them to private clientele, or if none, then the usual rate charged to municipalities. Reimbursement for the cost of Town employees and officers shall be based upon the cost to Town for the services of such persons, including salary and fringe benefits, reduced to an hourly rate and including overtime where directly attributable to the Application or Project.

Should the Town determine, in its sole discretion, that additional services are required to represent, supervise, inspect, evaluate and/or consult, including in order to protect the rights and/or interests of the Town such as relative to an enforcement or violation proceeding, the Applicant shall likewise bear all costs associated with such services.

This Agreement shall be effective as of October 8, 2020. The Applicant shall deposit an initial sum of \$2,450.00 and such other amounts as from time to time the Town may determine, payable to and deposited with the Town and which sum or sums shall be applied against those sums reimbursable to the Town pursuant to the terms of this Agreement (the “Deposit”). Upon completion or discontinuance of the Application and Project and payment of all fees incurred, any unused Deposit shall be returned to the Applicant.

The Applicant shall receive periodically, one or more statements detailing charges for which reimbursement has been made against the Deposit, detailing unpaid amounts, if any, and setting forth any additional Deposit required by the Town. Failure to pay any amounts due the Town of Manlius within twenty (20) days of the date of statement may result in the termination of work/services by Town relative to the Application, the non-issuance suspension or revocation of any certificates, permits or approvals, and/or denial of applications, the Town’s commencement of collection efforts, and/or the exercise of any other rights or remedies available to Town hereunder or pursuant to applicable law, including under the Town Code. No certificates, approvals or permits, including, without limitation, Certificates of Occupancy/Compliance, may be issued until all fees due hereunder are paid or sufficient Deposit for same made.

Notwithstanding any provision hereof to the contrary or otherwise, the intent of this Agreement is to subject all of those subject matter areas under applicable provisions of Federal, State, and County laws, rules and regulations whatsoever, the Town Code including as any of same may be amended from time to time, and without limitation, those provisions under Chapters 59, 63, 72, 83, 95, 96, 104, 119, 123, 125, 126, 127, 131, 147, and 155 of the Town Code to the provisions hereof; in addition any financing or funding applications incidental to the Application or Project and requiring sponsorship or support of Town, and review under the State Environmental Quality Review Act or other State or Federal environmental, historical or related laws, rules or regulations shall likewise be subject to the provisions hereof.

In addition, and notwithstanding any provisions hereof to the contrary or otherwise, any provisions of the Town Code or other laws, rules or regulations providing rights more favorable to and protective of Town shall be deemed incorporated herein by reference, and shall not be deemed superseded by less protective provisions herein.

In the event of a breach or default by Applicant, Town shall be entitled to pursue any and all legal rights and remedies pursuant to applicable law including, without limitation, the Town Code and shall be entitled to recover, in addition to any sums due, reasonable attorney's fees, costs and disbursements incurred in any such efforts.

If any part of this Agreement or the application thereof to any person or entity or circumstance is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, entities or circumstances. Further, in adjudging such invalid, illegal or unconstitutional provision or part thereof, the court shall attempt to modify same to a provision or part which is not illegal, invalid or unconstitutional and which best achieves the intent of such illegal, invalid or unconstitutional provision or part thereof.

The Town Supervisor has executed this agreement pursuant to a blanket Resolution adopted by the Town Board at a meeting thereof held on _____, 20__, and is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town of Manlius.

In the event Applicant is a closely held corporation, partnership or limited liability company, its three (3) largest principals shall be signatories to this Agreement, as joint and severable parties with Applicant and Town.

This instrument shall be executed in triplicate. At least one original shall be permanently filed, after execution thereof, in the office of the Town Clerk and one in the Code Enforcement Office.

Dated: 10/8/20__

Wildcat Renewables, LLC

Print Applicant Name

Applicant's Authorized Signature/Title

Applicant Address: 879 Sanchez Street San Francisco, CA 94114

Stephanie Loucas

Print Applicant (Principal) Name



Applicant's Principal Signature

Print Applicant (Principal) Name

Applicant's Principal Signature

Print Applicant (Principal) Name

Applicant's Principal Signature

TOWN OF MANLIUS

By: _____

Name: _____

Title: _____

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: RPNY 5, LLC Kirkville Road Solar Project		
Project Location (describe, and attach a general location map): 7390 Kirkville Road in the Town of Manlius, Onondaga County, New York (43.083927, -76011575) (Please refer to attached USGS Map)		
Brief Description of Proposed Action (include purpose or need): The proposed project consists of a 1.6 MW solar energy system solar farm located on an approximately 6.95-acre portion of a 27.65-acre parcel (Parcel ID: 055.-01-10.1). The Project will involve the installation of ground mounted photovoltaic panels as well as associated access road, electric utility upgrades, power inverters and perimeter fencing for the solar energy system.		
Name of Applicant/Sponsor: RPNY Solar 5, LLC c/o Stephanie Loucas (Renewable Properties, LLC)	Telephone: 415-710-3834	
	E-Mail: stephanie@renewprop.com	
Address: 879 Sanchez Street		
City/PO: San Francisco	State: CA	Zip Code: 94114
Project Contact (if not same as sponsor; give name and title/role): Bergmann, c/o Kelly Sullivan	Telephone: 585-333-3116	
	E-Mail: khsullivan@bergmannpc.com	
Address: 280 East Broad Street, Suite 200		
City/PO: Rochester	State: NY	Zip Code: 14604
Property Owner (if not same as sponsor): Alemic Abdulah	Telephone: 315-560-4113	
	E-Mail: N/A	
Address: 6533 N. Manlius Road		
City/PO: Kirkville	State: NY	Zip Code: 13082

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Town of Manilus Planning Board Application - Site Plan Referral	12/22/2020
b. City, Town or Village Planning Board or Commission ☒ Yes ☐ No	Town of Manilus Planning Board - Site Plan Approval and Special Use Permit Approval	12/22/2020- Negative Declaration and Site plan approval on 3/8/2021
c. City, Town or Village Zoning Board of Appeals ☐ Yes ☒ No		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	Onondaga County Planning Board and Onondaga County IDA	Site Plan and Special Permit approval 1/27/21
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	SHPO - No Effect; NYSEERDA - Incentives; NYSEDEC - SPDES GP-020-001	12/27/2020 - SHPO No Effect: 10/23/2020 DEC Approval-1/27/2021
h. Federal agencies ☐ Yes ☒ No	USACE - NWP 51 (Non-Reporting) - if nec, USDA Rural Energy for America Funding	USACE - NWP 51 N/A, USDA TBD
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☒ Yes ☐ No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No	
- If Yes, complete sections C, F and G. - If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No	
If Yes, identify the plan(s):	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☒ Yes ☐ No	
If Yes, identify the plan(s):	
<u>Onondaga County Agricultural and Farmland Protection Plan</u>	

C.3. Zoning

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

Restricted Agricultural (RA)

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

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

If Yes,

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

C.4. Existing community services.

a. In what school district is the project site located? East Syracuse - Minoa Central School District

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

Manlius Police Department

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

Minoa Fire Department and Critical Response Committee emergency services

d. What parks serve the project site?

Ellis Field Park and Green Lakes State Park

D. Project Details

D.1. Proposed and Potential Development

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

Community Solar Farm

b. a. Total acreage of the site of the proposed action? 6.95± acres

b. Total acreage to be physically disturbed? 6.95± acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 27.65± acres

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

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

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

If Yes,

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

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

iii. Number of lots proposed? _____

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

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

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

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

g. Does the proposed action include new non-residential construction (including expansions)? ☒ Yes ☐ No If Yes,	
i. Total number of structures _____ N/A ii. Dimensions (in feet) of largest proposed structure: _____ N/A height; _____ N/A width; and _____ N/A length iii. Approximate extent of building space to be heated or cooled: _____ N/A square feet	

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____	

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

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

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

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

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

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

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

i. Total anticipated water usage/demand per day: _____ gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: _____ gallons/day

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

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

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

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____	
If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____	
☒ Yes ☐ No	
If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ 0 Square feet or _____ 0 acres (impervious surface) _____ 1,204 Square feet or _____ 27.65 acres (parcel size) ii. Describe types of new point sources. <u>Limited Use Pervious Gravel Roadway</u> iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? <u>On-site surface water</u> • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____	
☐ Yes ☒ No ☒ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____	
☐ Yes ☒ No	
If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____	
☐ Yes ☒ No	
If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	
☐ Yes ☐ No	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ 8:00 am - 6:00 pm • Saturday: _____ 8:00 am - 6:00 pm • Sunday: _____ N/A • Holidays: _____ N/A </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ 8:00 am - 6:00 pm • Saturday: _____ 8:00 am - 6:00 pm • Sunday: _____ N/A • Holidays: _____ N/A	ii. During Operations: • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: <u>Noise levels will increase during construction due to construction equipment during the hours of 8:00 AM - 6:00 PM Monday through Saturday.</u> ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____
n. Will the proposed action have outdoor lighting? ☐ Yes ☒ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____ ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____ _____ ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ 0.1 tons per _____ Month (unit of time) • Operation : _____ N/A tons per _____ N/A (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: <u>Waste will consist of office waste and cardboard items from deliveries. Most of the waste will be recyclable</u> • Operation: <u>N/A</u> iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: <u>A refuse container will remain on site during construction and be emptied by a licensed hauler as needed</u> • Operation: <u>N/A</u>

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site																																							
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. ☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm) ☒ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____ ii. If mix of uses, generally describe: _____																																							
b. Land uses and covertypes on the project site. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Land use or Covertypes</th> <th style="width: 15%;">Current Acreage</th> <th style="width: 20%;">Acreage After Project Completion</th> <th style="width: 25%;">Change (Acres +/-)</th> </tr> </thead> <tbody> <tr> <td>• Roads, buildings, and other paved or impervious surfaces</td> <td style="text-align: center;">0.15</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">-0.15</td> </tr> <tr> <td>• Forested</td> <td style="text-align: center;">23.66</td> <td style="text-align: center;">19.42</td> <td style="text-align: center;">-4.24</td> </tr> <tr> <td>• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td> <td style="text-align: center;">3.35</td> <td style="text-align: center;">7.57</td> <td style="text-align: center;">+4.22</td> </tr> <tr> <td>• Agricultural (includes active orchards, field, greenhouse etc.)</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>• Surface water features (lakes, ponds, streams, rivers, etc.)</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>• Wetlands (freshwater or tidal)</td> <td style="text-align: center;">0.49</td> <td style="text-align: center;">0.49</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>• Non-vegetated (bare rock, earth or fill)</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> <tr> <td>• Other Describe: <u>Limited Use Pervious Gravel</u></td> <td style="text-align: center;">0</td> <td style="text-align: center;">0.17</td> <td style="text-align: center;">+0.17</td> </tr> </tbody> </table>				Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)	• Roads, buildings, and other paved or impervious surfaces	0.15	0.00	-0.15	• Forested	23.66	19.42	-4.24	• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	3.35	7.57	+4.22	• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00	• Surface water features (lakes, ponds, streams, rivers, etc.)	0.00	0.00	0.00	• Wetlands (freshwater or tidal)	0.49	0.49	0.00	• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00	• Other Describe: <u>Limited Use Pervious Gravel</u>	0	0.17	+0.17
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v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No													
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☒ No • Explain: _____ _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ 5.77± feet													
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">WwA - Williamson silt loam</td> <td style="width: 30%; text-align: right;">56.9 %</td> </tr> <tr> <td>MtA - Minoa fine sandy loam</td> <td style="text-align: right;">26.3 %</td> </tr> <tr> <td>ArB - Arkport very fine sandy loam</td> <td style="text-align: right;">9.5 %</td> </tr> </table>		WwA - Williamson silt loam	56.9 %	MtA - Minoa fine sandy loam	26.3 %	ArB - Arkport very fine sandy loam	9.5 %						
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d. What is the average depth to the water table on the project site? Average: _____ 2.26 feet													
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> ☒ Well Drained: </td> <td style="width: 40%; text-align: right;">9.5 % of site</td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: right;">61.9 % of site</td> </tr> <tr> <td>☒ Poorly Drained</td> <td style="text-align: right;">28.6 % of site</td> </tr> </table>		☒ Well Drained:	9.5 % of site	☒ Moderately Well Drained:	61.9 % of site	☒ Poorly Drained	28.6 % of site						
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f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"> ☒ 0-10%: </td> <td style="width: 60%; text-align: right;">100 % of site</td> </tr> <tr> <td>☐ 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ 0-10%:	100 % of site	☐ 10-15%:	_____ % of site	☐ 15% or greater:	_____ % of site						
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☐ 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____ _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No													
ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No													
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name NYS Wetland _____</td> <td>Approximate Size NYS Wetland (in a... _____)</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">SYE-11 _____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name NYS Wetland _____	Approximate Size NYS Wetland (in a... _____)	• Wetland No. (if regulated by DEC)	SYE-11 _____	
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v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____													
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No													
k. Is the project site in the 500-year Floodplain? ☒ Yes ☐ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No If Yes:													
i. Name of aquifer: Principal Aquifer _____													

m. Identify the predominant wildlife species that occupy or use the project site: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Grey Squirrel</td> <td style="width: 33%; border-bottom: 1px solid black;">Rabbits</td> <td style="width: 33%; border-bottom: 1px solid black;">Eastern Chipmunks</td> </tr> <tr> <td style="border-bottom: 1px solid black;">White-tailed Deer</td> <td style="border-bottom: 1px solid black;">Raccoon</td> <td style="border-bottom: 1px solid black;">Migratory Birds</td> </tr> </table>			Grey Squirrel	Rabbits	Eastern Chipmunks	White-tailed Deer	Raccoon	Migratory Birds
Grey Squirrel	Rabbits	Eastern Chipmunks						
White-tailed Deer	Raccoon	Migratory Birds						
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: - Currently: _____ acres - Following completion of project as proposed: _____ acres - Gain or loss (indicate + or -): _____ acres								
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ Indiana Bat and Northern Long Eared Bat, tree clearing will be conducted during the winter months to avoid impacts to these species.								
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____								
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____								
E.3. Designated Public Resources On or Near Project Site								
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____								
b. Are agricultural lands consisting of highly productive soils present? ☒ Yes ☐ No i. If Yes: acreage(s) on project site? <u>19.6 acres (All Areas are Prime Farmland)</u> ii. Source(s) of soil rating(s): <u>NRCS Web Soil Survey</u>								
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____								
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____								

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	☐ Yes ☒ No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐ Yes ☒ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	☐ Yes ☒ No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	☐ Yes ☒ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	☐ Yes ☒ No ☐ Yes ☐ No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Kelly Sullivan - Bergmann Date December 21, 2020

Signature Kelly Sullivan Title Senior Project Manager

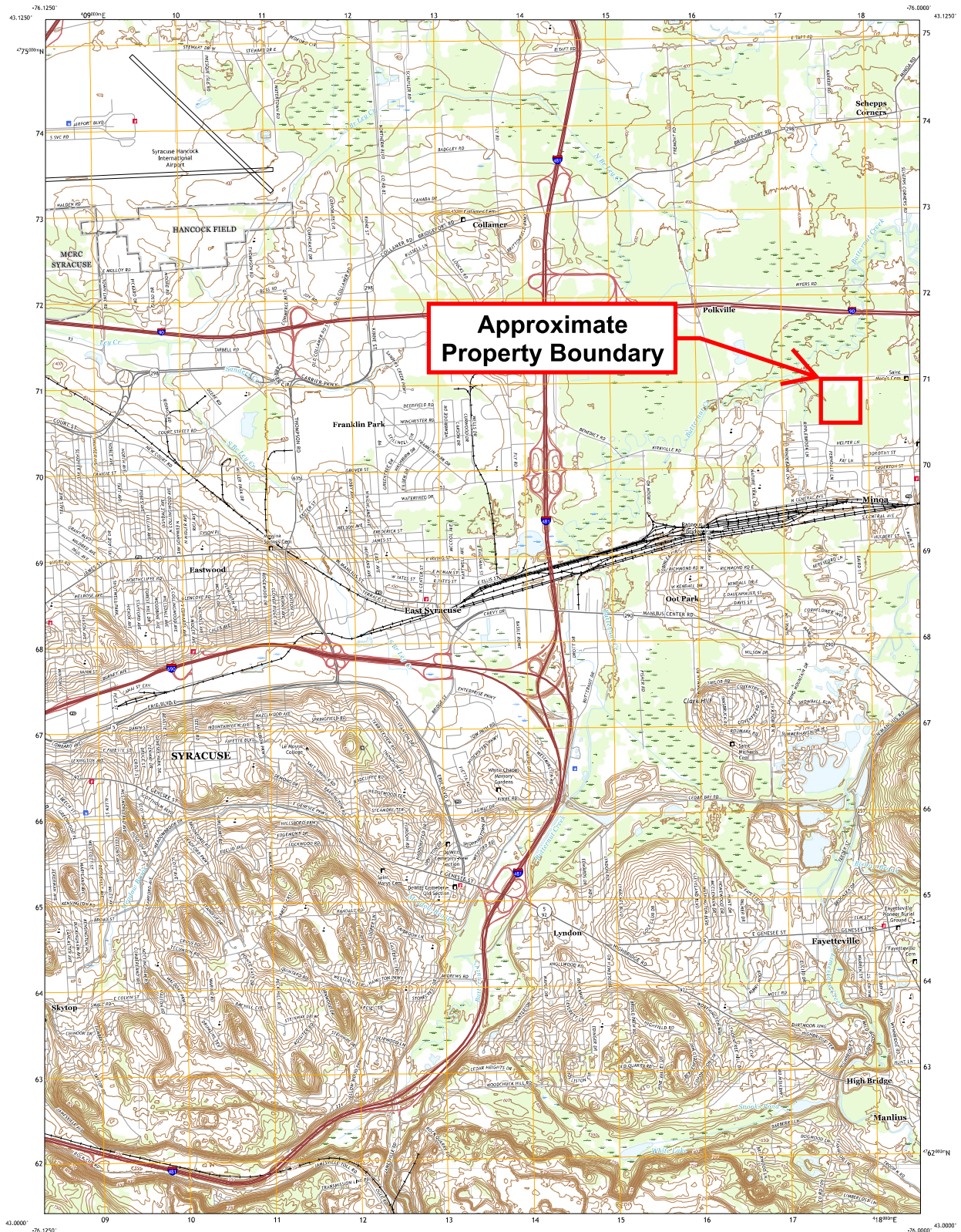


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the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



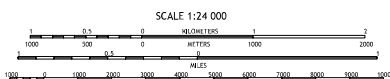
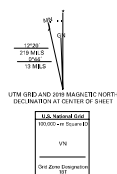
B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	E734105
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):1451.0
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	SYE-11
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No

E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1 100-meter grid/Universal Transverse Mercator, Zone 18T
This map is not a legal document. Boundaries may be
generated for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.

Imagery: ANAP, August 2017 - December 2017
Roads: U.S. Census Bureau, 2016
Names: U.S. Census Bureau, 2016
Hydrography: National Hydrography Dataset, 1999 - 2019
Contours: National Elevation Dataset, 1986 - 2018
Boundaries: Multiple sources; see metadata file 2017 - 2018
Wetlands: FWS National Wetlands Inventory 1976 - 2009



1	2	3
4	5	6
7	8	9

ABOVE QUADRANGLE

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Interstate Route	US Route
	State Route

**TOWN OF MANLIUS
PLANNING BOARD MINUTES
March 8, 2021**

APPROVED

The Town of Manlius Planning Board convened with the members live streaming from their homes and in accordance with the Executive Order of the Governor to assure compliance with the Open meetings Law. Chairperson Joseph Lupia presided, and the following Members were present: Fred Gilbert, Ann Kelly, Mike LeRoy, Arnie Poltenson, Richard Rossetti and Valerie Beecher. Also, present were Attorney Jamie Sutphen and Town Engineer Douglas Miller.

Also, Present: Carson Weinand, Jared Lusk, Dan Bargabus, Steve Calocerinos, Brain Madigan, Robert Switala

The Pledge of Allegiance was recited.

Minutes

The minutes of February 22, 2021 were tabled for further review.

Wildcat Renewables, LLC – 879 Sanchez Street, San Francisco, CA 94114

Decision – Site Plan and Special Use Permit –

Solar Array – 7390 Kirkville Road, East Syracuse, NY 13057

Tax Map # 055.-01-10.1

Member Rossetti made a motion, seconded by Member Kelly and carried unanimously to declare the Town of Manlius Planning Board Lead Agency for SEQR.

Attorney Sutphen reviewed the 11 questions in Part 2 of the EAF with the Board and the Board agreed unanimously that the action would have no, or a small impact on the environment. The EAF was filled out accordingly.

Member Rossetti made a motion, seconded by Member Kelly and carried unanimously to issue a Negative Declaration under SEQR and authorized the Chairman to sign the short form EAF.

Chairman Lupia reviewed the Special Permit Criteria with the Board. Will the project have an adverse effect on adjacent lands, the immediate neighborhood or on the character of the community is the ultimate question and these are the questions the Board must answer:

1. Is the community protected from traffic congestion conflicts, flooding and excessive soil erosion? The Board said yes.
2. Is the community protected from unnecessary noise, lighting and odors? The Board said yes.
3. Does this plan protect the community from inappropriate design and other matters of significance? The Board said yes.

4. Does the plan ensure the proposed use will be in harmony with the appropriate and orderly development of the district in which it is proposed? The Board said yes.
5. Can any adverse impact be mitigated with compliance with reasonable conditions? The Board said yes.
6. Does the project conform with the Towns Planning objections, for example, do we need any kind of conditions with respect to operations and are there modifications to the development proposal or design guidelines that can attach reasonable conditions to minimize impacts? Member Rossetti asked if putting a timeframe on the project would be applicable. Attorney Sutphen said yes.

Members Rossetti and Poltenson would like to understand why the Board has approved so many Solar projects in the last few years and none of them are being built or have applied for a Building Permit.

Member Kelly made a motion, seconded by Member Poltenson and carried unanimously to approve the Special Use Permit for a period of seven (7) years to expire March 8, 2028 with the following conditions:

1. The Applicant must Apply for a Building Permit within 1 year.
2. The Applicant must complete the project in 3 years.

Chairman Lupia stated that the Board did hear back from the Onondaga County Planning Board and they have no objection to the Special Permit or Site Plan, but they did however have the following recommendation: The applicant is required to coordinate Kirkville Road access plans with the Onondaga County Department of Transportation. To further meet Department requirements, the applicant must submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) for Department review. The municipality must ensure any mitigation as may be determined by the Department is reflected on the project plans prior to, or as a condition of, municipal approval.

Member Rossetti made a motion, seconded by Member LeRoy and carried unanimously to approve the Site Plan.

Kenwood Homes – 7519 Morgan Road, Liverpool, NY 13090
Initial Presentation – Mallards Landing, Phase 2, Section 9 – Muscovy Lane
between Widgeon and Aylesbury Path – Amended Site Plan –
Tax Map # 117.-02-01.1

Dan Bargabos and Steve Calocerinos spoke on behalf of the Applicant. Mr. Bargabos stated that he purchased the property from David Stringer last year, all the approvals were in place and the map was ready to be filed. However, Engineer Miller pointed out that one of the lots is an Army Corp Wetland. The project stopped and a permit is being applied for with the Army Corp of Engineers. One lot on the project is a wetland so they are going to lose it. They would like to make up the lost lot by creating another lot, as a result, the size of some of the other lots will be non-conforming. They would like to combine lots 245 and 246 to make one big lot and have the 4 approved lots split into 5

with smaller square footage (32,000 to 36,000) instead of the required 40,000 by Town Code.

Member Rossetti said that this board does not have the authority to grant variances for the small lot coverage issue so they would have to see the Zoning Board of Appeals for variances.

Chairman Lupia's concern is that the "new" lots will be significantly smaller than mandated by Town Code and he is wondering if its fair to the other neighbors with larger lots.

Mr. Bargabos decided to keep the project as previously approved and not go to the Zoning Board of Appeals.

CVE North America, Inc. 109 W. 27th Street, New York, NY 10001
Initial Presentation - Subdivision/Site Plan/Special Use Permit
Solar Array - Duquid Road, Manlius, NY 13104
Tax Map # 099.-01-03

Carson Weinand, Jared Lusk, Lara and Christina Tapia spoke on behalf of the Applicant.

Mr. Weinand told the Board that the company owns the project long term, they do not sell it off like other companies. He stated that there is 1 parcel (240 acres total with a disturbance of less than 79 acres) that will be subdivided into 4 smaller parcels. Total size of the project will be 16 megawatts, 11 megawatts AC.

Members LeRoy and Rossetti and Attorney Sutphen asked why the parcel needs to be subdivided? Mr. Weinand said that due to a maximum system size per parcel, only allowed 5 megawatts AC on a single parcel, pursuant to a New York State energy level, NYSERDA.

Member Kelly asked about the 1-mile radius between solar arrays per Town Code. Mr. Lusk said that it is the same project, its just on 3 parcels. Attorney Sutphen will look into this. The Board is concerned about there being separate lots and the project being so close together.

Member Beecher asked about a timeline for the project, phases? Mr. Weinand said maybe about 4-6 months.

Chairman Lupia asked Engineer Miller if SWPPP materials had been provided and if he had a chance to review them. Town Engineer Miller said that a SWPPP has not been received. Mr. Lusk said the SWPPP was not submitted yet because they wanted feedback on the project first and they are working on it.

Attorney Sutphen stated that there is a threshold matter and that the Board needs to see the SWPPP. The Board tabled the matter until more information is received.

Other Business

With there being no further business, Member Gilbert made a motion, seconded by Member Rossetti and carried unanimously to adjourn the Regular Meeting at 7:58 pm.

Respectfully submitted,
Lisa Beeman, Clerk

COVER SHEET

LEASE AGREEMENT

Effective Date	December <u>19</u> , 2019	
Lease Commencement Date	The Effective Date	
Lessor	Abdulah Alemic	
Lessee	Wildcat Renewables, LLC	
Property address	7390 Kirkville Road, East Syracuse, NY 13057	
Premises	Approximately 27.65 acres, as may be adjusted pursuant to Section 3(c)	
Rent		
Development Period	Twenty Four (24) months after the Effective Date, as may be extended pursuant to Section 5(b)	
Extended Term	Twenty (20) years commencing upon the earlier of (i) the date the System begins commercial operation; or (ii) the expiration of the Development Period, as may be extended by Section 6	
Extension Exercise Notice Deadline ¹		
Addresses for Notices	Lessee: Wildcat Renewables, LLC c/o Renewable Properties, LLC 879 Sanchez Street San Francisco, CA 94114 Attn: Aaron Halimi	Lessor: Abdulah Alemic 6533 N Manlius Road Kirkville, NY 13082

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

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a "**Party**" and together, the "**Parties**").

A. The real property owned by Lessor that is the subject of this Lease including access rights and Easements ("**Premises**") and the property on which the Premises is located, if larger, ("**Property**"), is more particularly described in the attached Exhibit A, as may be adjusted pursuant to Section 3(c) below.

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

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

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

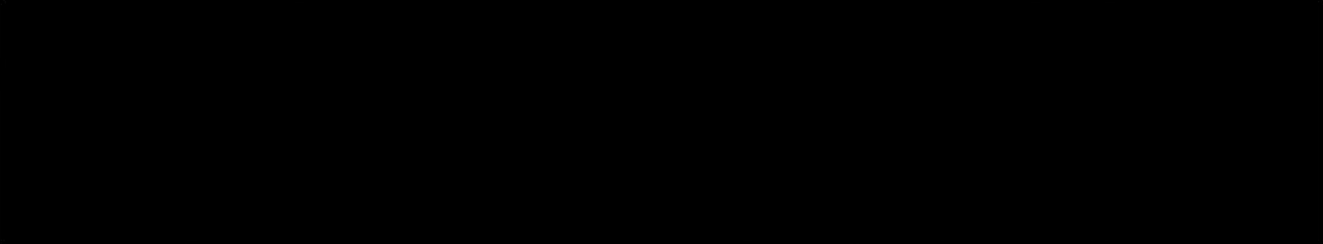
2. **Development Period.** During the Development Period, and if applicable, the Extended Term, Lessor shall cooperate with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (collectively, "**Governmental Approvals**") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreement, licenses and Permits or authorizations that relate to other Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form. In connection with the foregoing, Lessee shall reimburse Lessor for all governmental fees and expenses for the Governmental Approvals within thirty (30) days after written demand therefor.

3. **Leased Premises, Use and Related Rights.**

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

(b) Lessor hereby grants Lessee an easement measured at angles of three hundred sixty (360) degrees horizontally and three hundred sixty (360) degrees vertically from the boundaries of the Leased Premises as necessary to enjoy the rights granted pursuant to Section 3(c).

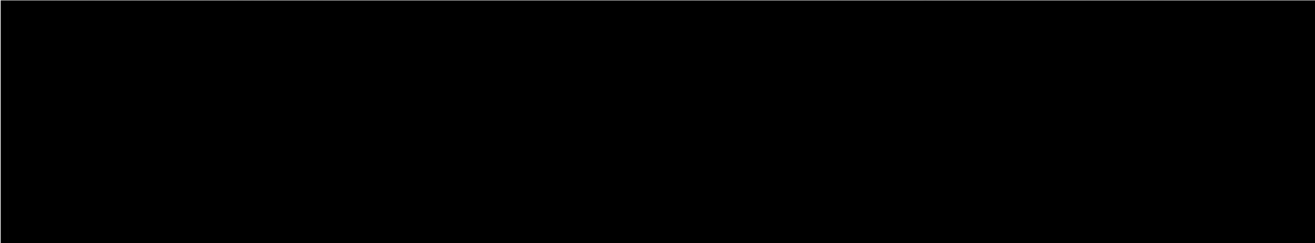
(c) Lessor hereby grants Lessee an irrevocable easement for the exclusive right and easement to use, convert, maintain and capture the solar energy resources on, over and across the Premises, and for the free and unobstructed insolation and flow of the solar energy resources on, about, over and across the Premises, together with the exclusive right to (i) develop, use, convert, maintain and capture such solar energy resources, (ii) convert the solar energy resources into electrical energy and (iii) derive and keep all credits and income from these activities (subject to the payment of fees to Lessor, as set forth in this Lease).



(e) Lessor hereby grants Lessee the right to use and occupy the Premises for any lawful use, including without limitation, installing and operating one or more solar photovoltaic electric generating systems, designed to produce electricity and deliver such electricity to the electric interconnection point, and all related appurtenances.



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



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

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be sooner terminated or extended. Notwithstanding anything to the contrary herein, the Expiration Date shall not occur prior to the expiration of any power purchase, energy sales, utility credit purchase or similar agreement entered into by Lessee to sell the products generated by the System.

(b) The Development Period shall commence on the Effective Date and terminate on the date that is twenty-four (24) months thereafter, provided such period may be extended by Lessee for an additional twelve (12) months upon written extension notice by Lessee to Lessor given within the Development Period (the "**Development Period**").

(c) Notwithstanding anything to the contrary herein, Lessee may terminate this Lease immediately upon thirty (30) days written notice to Lessor without penalty or further liability within the Development Period if: (i) Lessee determines that the System cannot be installed and operated according to the investment criteria of Lessee's debt or equity financing sources and the provisions of the applicable power purchase agreement and interconnection agreement, (ii) if Lessee receives unacceptable Test results, (iii) if Lessee does not obtain, maintain or otherwise forfeits or cancels any necessary license, permit or Governmental

Approval, or (iv) in Lessee's sole and absolute discretion. If Lessee determines that the condition of the title to the Premises could delay, interfere with, impair or prevent Lessee's development, operation or financing of the System, Lessee shall notify Lessor of such condition and Lessor shall remove such condition prior to the expiration of the Development Period. If Lessor is unable to remove such condition within such period, Lessee shall have the option upon written notice to Lessor prior to the end of such period, to extend the Development Period for thirty (30) days to allow for Lessor to remove such condition.

7. **System Construction; Lessor Acknowledgment.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. Throughout the Lease Term, Lessee shall have the right to construct, operate, maintain, clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be necessary. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvement reasonably necessary for the construction, operation, monitoring and maintenance of the system. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System.

8. **Access to Premises.**

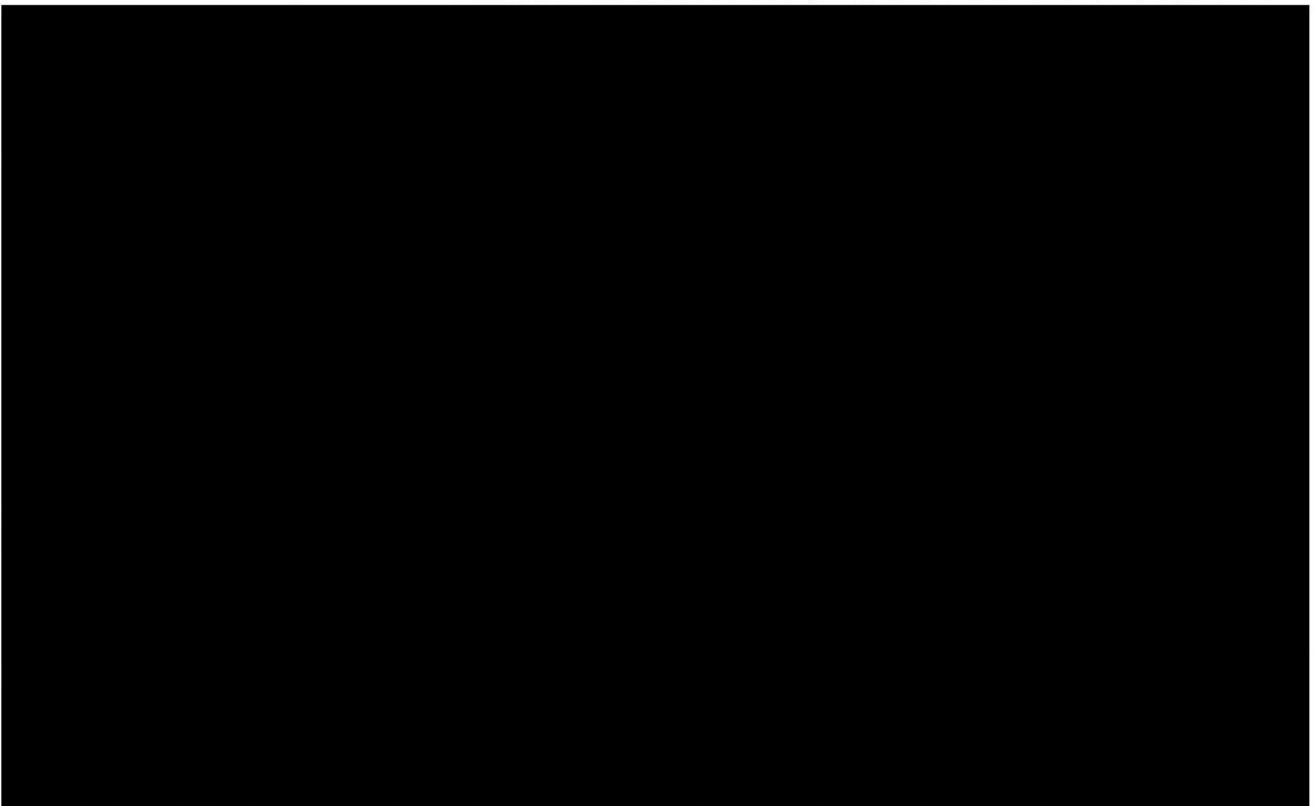
(a) Commencing on the Effective Date and throughout the Lease Term, Lessee shall have the exclusive right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations ("***Tests***"), and design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises. Lessor shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction

laydown, as further described on Exhibit B or as reasonably designated by Lessor from time to time. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

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

(c) Upon termination of the Lease, Lessee shall, at Lessee's sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of Tests, and shall have no other rights in and to the Premises or Property.

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

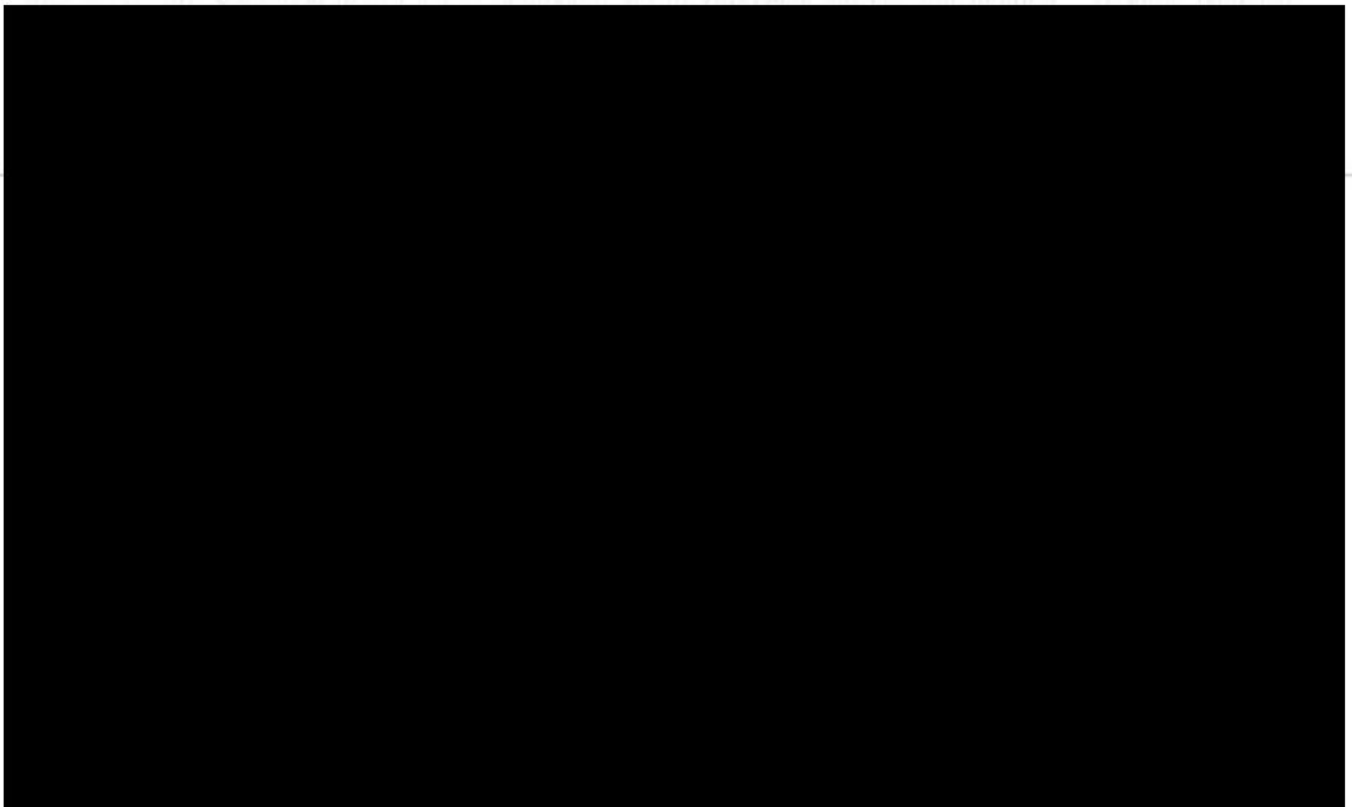
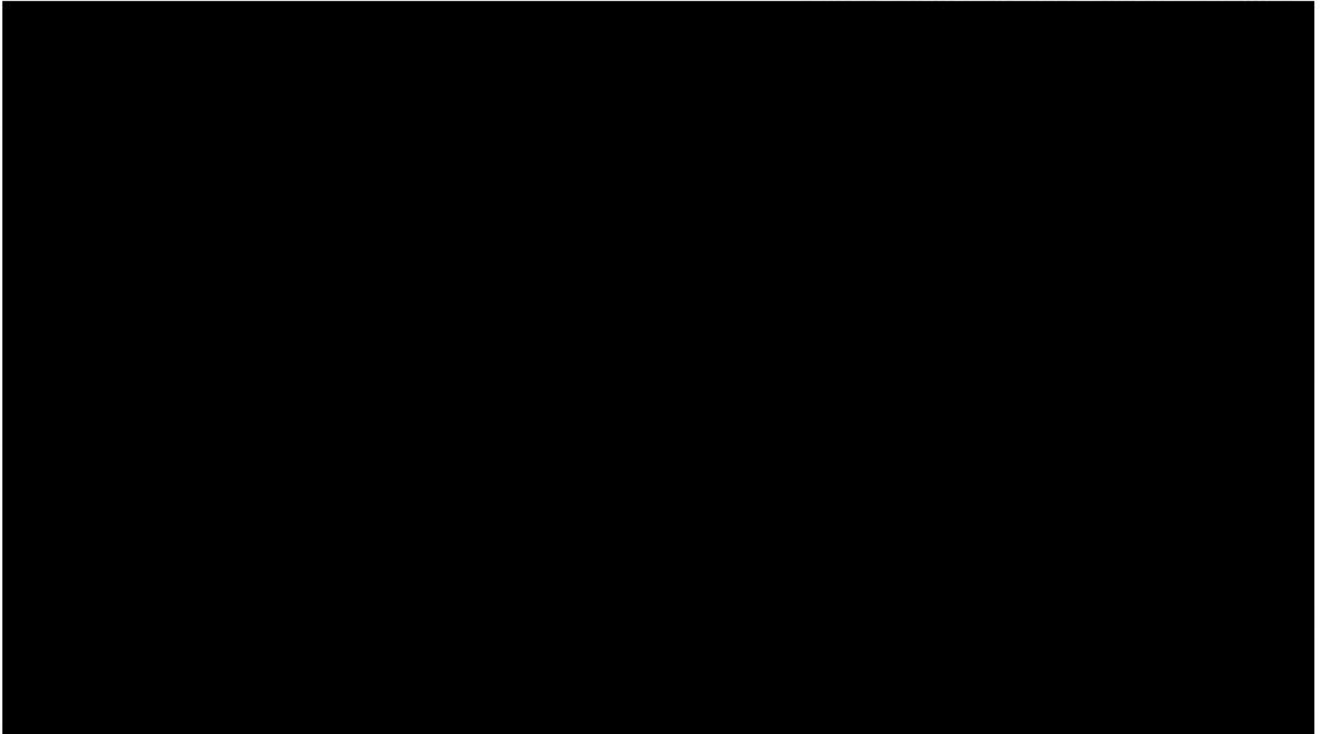


11. **Representation and Warranties of the Parties as to Authorization and Enforceability**
Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be

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limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

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



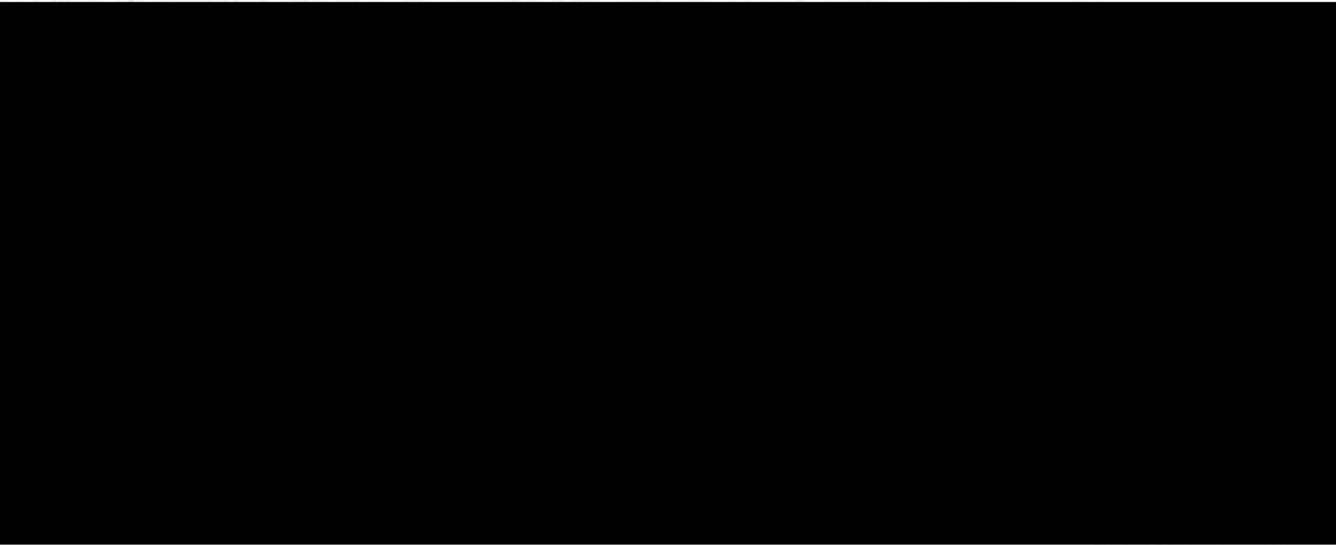
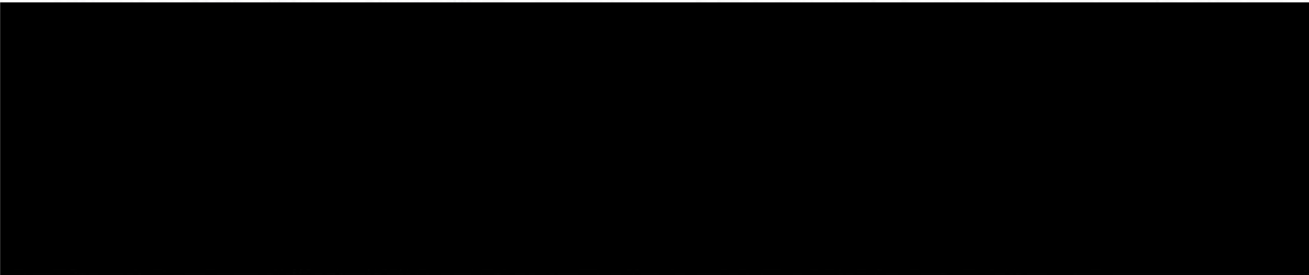
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(e) Hazardous Substances. Lessor represents and warrants that there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that there are no site conditions at the Property or Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.

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



14. **Hazardous Substances.** Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee. This Section 14 shall survive the termination or expiration of this Lease.

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

16. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in Exhibit D in full force and effect throughout the Lease Term either through insurance policies, or self-insured programs reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

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

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

17. **Taxes.**

[REDACTED]

[REDACTED]

18. Liability and Indemnity.

[REDACTED]

HA

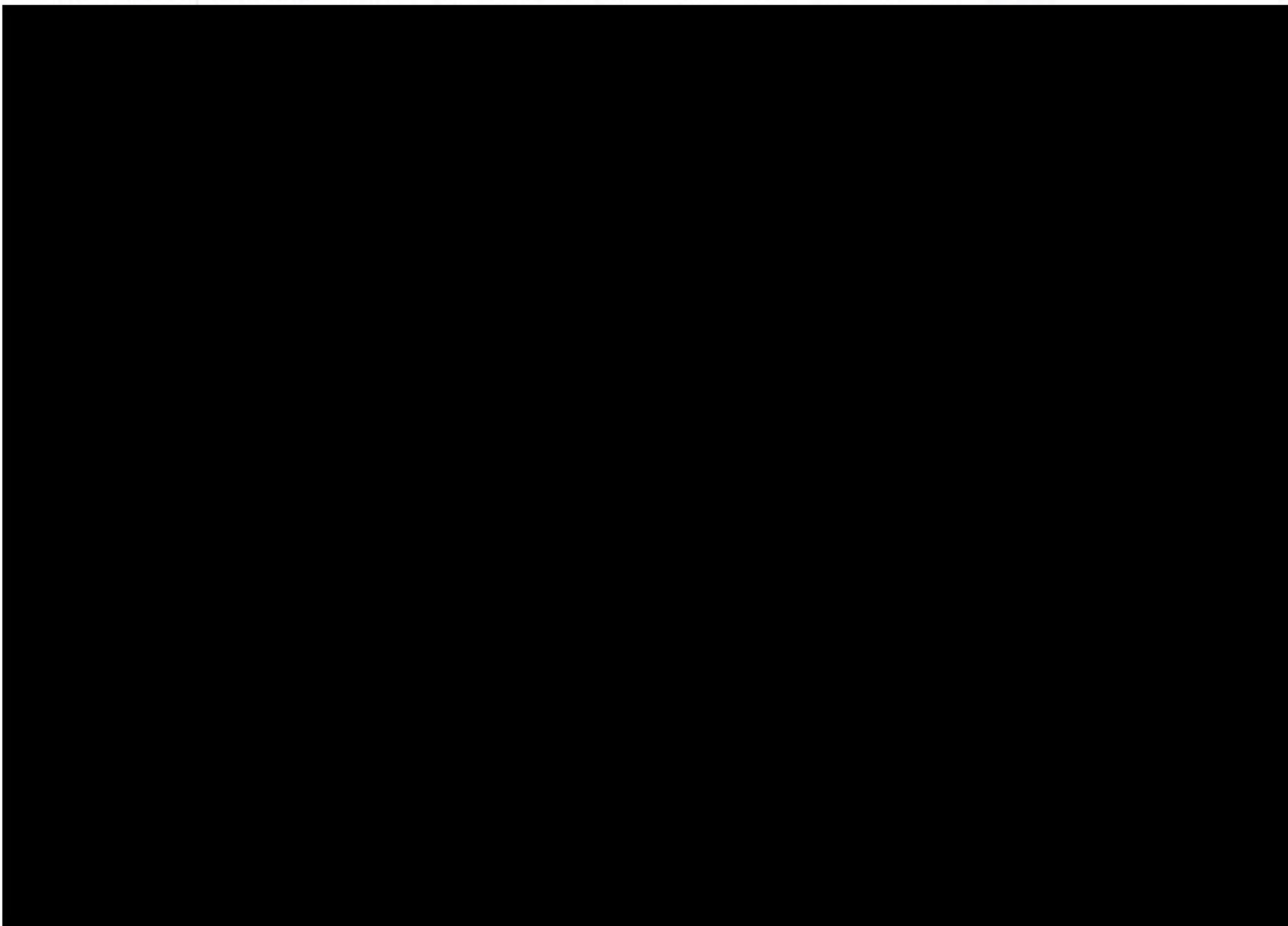
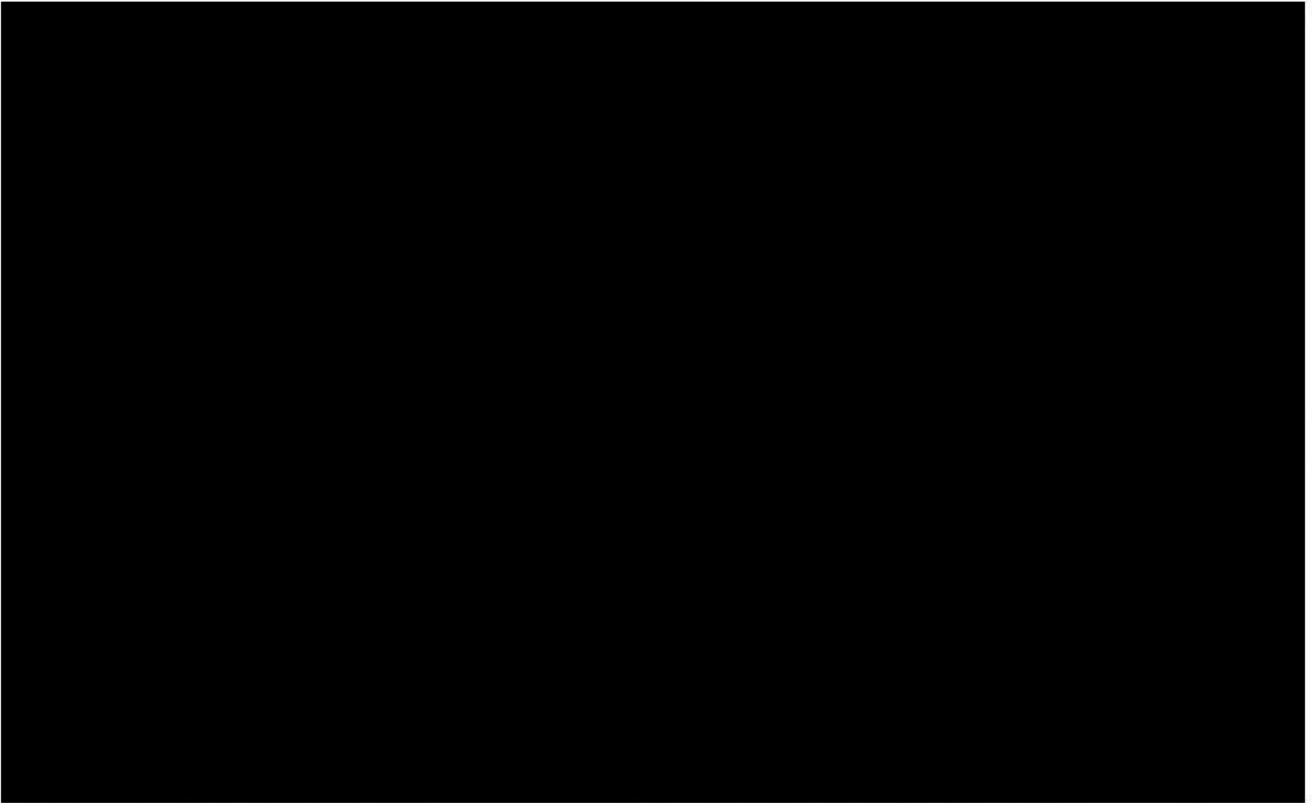
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(c) This Section 18 shall survive the termination of this Lease.

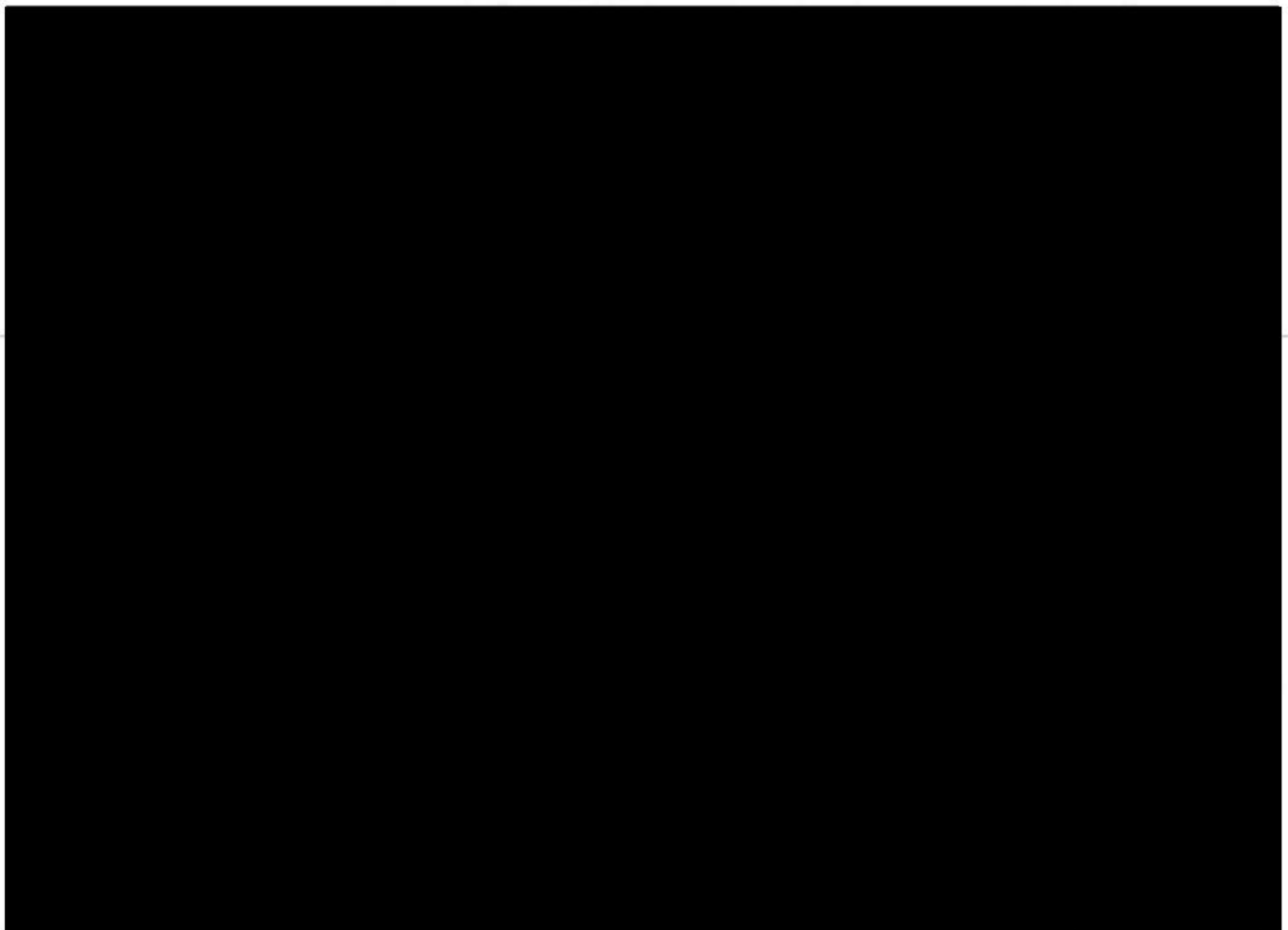
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22. Defaults and Remedies.

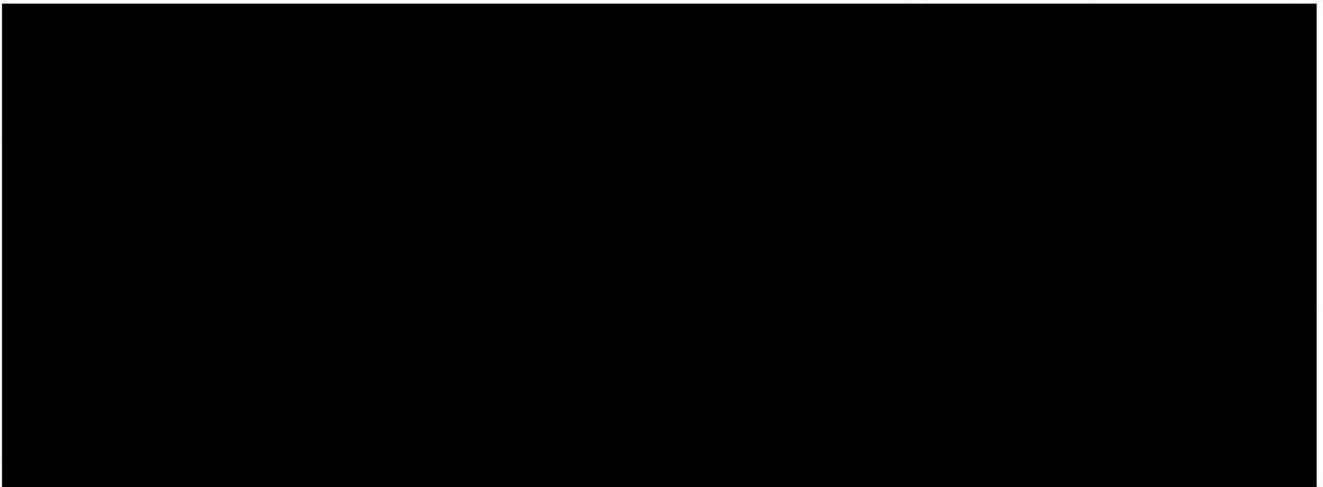
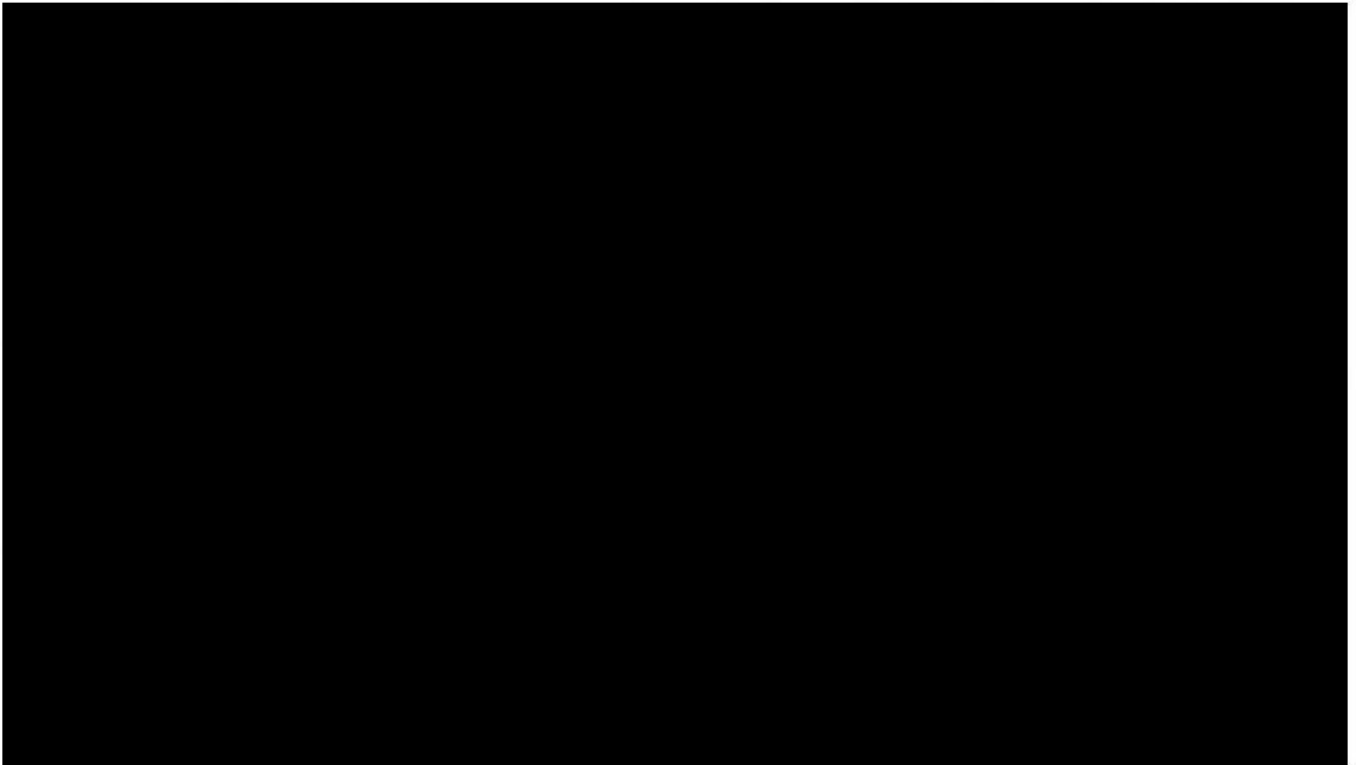
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IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date set forth on the Cover Sheet.

LESSOR:

ABDULAH ALEMIC

By: 

Name: _____

Abdulah Alemic

Title: _____

Lessor

LESSEE:

WILDCAT RENEWABLES, LLC

By: Renewable Properties Holdings, LLC, its sole member

By: Renewable Properties, LLC, its sole member

By: 

Name: Aaron Halimi

Title: President

EXHIBIT A
DESCRIPTION OF PROPERTY AND PREMISES

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

That real property in Onondaga County, New York, City of East Syracuse, located at 7390 Kirkville Road, totaling approximately +/- 27.65 acres, known as Assessor's Parcel Number 313889 055.-01-10.1, described as follows:

[The Parties agree to insert a legal description at a later date as and when provided by a Nationally Recognized Title Company and approved by the Lessee during the Development Period.]



EXHIBIT B
SYSTEM SPECIFICATIONS AND SITE PLAN

[Insert drawing showing the proposed general arrangement of the System on the Premises]

EXHIBIT C
DEFINITIONS

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

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

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

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

"CRP Contract" means a Conservation Reserve Program contract affecting the Leased Premises and to which Landowner is a party with the United States Department of Agriculture pursuant to 7 C.F.R. Part 1410, including any amendments or modifications thereto.

"CRP Program" means the Conservation Reserve Program or any substantially similar program adopted pursuant to state or federal Law.

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

"Environmental Claims" means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any

Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party's activities on the Property.

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

"Expiration Date" the date on which the Lease Term as such date may be extended in accordance with the Lease, expires or the date on which this Lease is terminated, whichever is earlier.

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

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

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

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

"Hazardous Substances" means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined

by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

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

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

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

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

"Mortgage" means security interests, including deeds of trusts, in all or in part of the System.

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

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

"Removal and Restoration Date" means the date that is one hundred-eighty (180) days after the Expiration Date.

"System" means the solar photovoltaic system to be installed and operated at the Premises, as more particularly described and depicted in Exhibit B attached hereto and incorporated herein, together with all energy storage systems, utility lines, electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

**EXHIBIT D
INSURANCE**



September 29, 2021

Robert M. Petrovich
Onondaga County Office of Economic Development
333 W. Washington Street, Suite 130
Syracuse, New York 13202

Dear Executive Director Petrovich:

I am writing on behalf of the East Syracuse Minoa Central School District. It is our understanding that Renewable Properties, LLC have proposed to construct a small-scale commercial solar energy generating facility that will be located on approximately 7 acres of a 27-acre parcel at 7390 Kirkville Road (APN 313889055.-01-10.1) in the Town of Manlius, NY. The property is currently vacant.

As we understand it, the project will provide electric utility cost savings for Onondaga County residents and businesses. During the construction period, the project will create up to 30 full-time construction related jobs.

It is also the District's understanding that the Company has proposed to enter into a payment in lieu of tax agreement with the Onondaga County IDA under which the Company will pay \$4,000/megawatt each year for 20 years. The School District will receive a pro rata share of such payment based on the real property tax burden.

I am writing to advise that the East Syracuse Minoa School District supports the proposed project based on the terms and information provided to the District.

Please contact me if you require any additional information. Thank you for your ongoing efforts to bring economic growth and development to our community.

Sincerely,



Dr. Donna DeSiato
Superintendent of Schools

Onondaga County Industrial Development Agency



Project Summary DRAFT

9/10/2021

1. Project	SSC Cicero, LLC	2. Project Number	3101-21-02B
3. Location	Cicero	4. School District	North Syracuse School District
5. Tax Parcel(s)	099.-01-31.2	6. Project Type	New Construction

0

7. Total Project Cost	\$	4,500,000	8. Total Jobs	0
Land	\$	3,500	8A. Job Retention	0
Site Work	\$	-	8B: Job Creation	0
Building	\$	300,000	(Next 5 Years)	
Furniture & Fixtures	\$	-		
Equipment	\$	4,153,500		
Equipment Subject to NYS Production Exemption	\$	-		
Engineering/Architecture Fees	\$	17,000		
Financial Charges	\$	16,000		
Legal Fees	\$	10,000		
Other- Solar Installation Labor	\$	-		

Cost Benefit Analysis

SSC Cicero, LLC

Fiscal Impact (\$)

Abatement Cost	\$	33,049
Sales Tax	\$	-
Mortgage Tax	\$	-
Property Tax Relief (PILOT)	\$	33,049
New Investment	\$	5,873,383
PILOT Payments	\$	880,833
Project Wages (10 years)	\$	-
Construction Wages	\$	435,300
Employee Benefits (10 years)	\$	-
Project Capital Investment	\$	4,500,000

Agency Fees	\$	57,250
Agency Legal Fees	\$	11,250

Benefit:Cost Ratio **178 :1**

Project Description

SSC Cicero, LLC is proposing to build a 5 mega-watt solar facility at 5827 McKinley Rd., Cicero, NY. The lot is 56.89 acres and the project acreage under the array is 55.5 acres.

SSC Cicero, LLC

2/26/2021

A) PILOTS Estimate Table Worksheet DRAFT

Current Revenue Generated by
Parcel \$ 11,828

Expected Revenue from the Parcel
if no project occurred \$ 386,429.84

Projected Year 1 Revenue to be
generated as a result of the project: \$27,500

Total Project Cost \$ 4,500,000.00

OCIDA Estimate of Project Value \$ 1,038,375.00

Projected MW to be generated 5

Year	Onondaga County	Cicero	North Syracuse School District	Total PILOT	Full Tax Payment without PILOT	Net Exemption
	15.3%	15.4%	69.4%	100.0%		
2019-2020	\$ 1,807	\$ 1,818	\$ 8,203	\$ 11,828		
1	\$ 4,202	\$ 4,227	\$ 19,072	\$ 27,500	\$ 12,064	\$ (15,436)
2	\$ 4,286	\$ 4,311	\$ 19,453	\$ 28,050	\$ 12,306	\$ (15,744)
3	\$ 4,371	\$ 4,397	\$ 19,842	\$ 28,611	\$ 12,552	\$ (16,059)
4	\$ 4,459	\$ 4,485	\$ 20,239	\$ 29,183	\$ 12,803	\$ (16,381)
5	\$ 4,548	\$ 4,575	\$ 20,644	\$ 29,767	\$ 13,059	\$ (16,708)
6	\$ 4,639	\$ 4,667	\$ 21,057	\$ 30,362	\$ 13,320	\$ (17,042)
7	\$ 4,732	\$ 4,760	\$ 21,478	\$ 30,969	\$ 13,586	\$ (17,383)
8	\$ 4,826	\$ 4,855	\$ 21,907	\$ 31,589	\$ 13,858	\$ (17,731)
9	\$ 4,923	\$ 4,952	\$ 22,345	\$ 32,221	\$ 14,135	\$ (18,085)
10	\$ 5,021	\$ 5,051	\$ 22,792	\$ 32,865	\$ 14,418	\$ (18,447)
11	\$ 5,122	\$ 5,152	\$ 23,248	\$ 33,522	\$ 14,706	\$ (18,816)
12	\$ 5,224	\$ 5,255	\$ 23,713	\$ 34,193	\$ 15,000	\$ (19,192)
13	\$ 5,329	\$ 5,361	\$ 24,187	\$ 34,877	\$ 15,300	\$ (19,576)
14	\$ 5,435	\$ 5,468	\$ 24,671	\$ 35,574	\$ 15,606	\$ (19,968)
15	\$ 5,544	\$ 5,577	\$ 25,165	\$ 36,286	\$ 15,918	\$ (20,367)
16	\$ 5,655	\$ 5,689	\$ 25,668	\$ 37,011	\$ 16,408	\$ 27,397
17	\$ 5,768	\$ 5,802	\$ 26,181	\$ 37,752	\$ 16,696	\$ 27,945
18	\$ 5,883	\$ 5,918	\$ 26,705	\$ 38,507	\$ 17,010	\$ 28,504
19	\$ 6,001	\$ 6,037	\$ 27,239	\$ 39,277	\$ 17,350	\$ 29,074
20	\$ 6,121	\$ 6,158	\$ 27,784	\$ 40,062	\$ 17,717	\$ 29,655
21	\$ 6,243	\$ 6,281	\$ 28,339	\$ 40,864	\$ 18,112	\$ 30,248
22	\$ 6,368	\$ 6,406	\$ 28,906	\$ 41,681	\$ 18,534	\$ 30,853
23	\$ 6,496	\$ 6,534	\$ 29,484	\$ 42,514	\$ 18,985	\$ 31,470
24	\$ 6,626	\$ 6,665	\$ 30,074	\$ 43,365	\$ 19,464	\$ 32,100
25	\$ 6,758	\$ 6,798	\$ 30,676	\$ 44,232	\$ 19,974	\$ 32,742
	\$ 134,580	\$ 135,383	\$ 610,870	\$ 880,833	\$ 913,883	\$ 33,049

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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. **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

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: SSC Cicero LLC

Applicant Address: 334 Arapahoe Ave., Boulder, CO 80302

Phone: 561.866.8234 Fax: None

Website: www.summitsolarcapital.com E-mail: john@summitsolarcapital.com

Federal ID#: 85-4266422 NAICS: Not Applicable

State and Year of Incorporation/Organization: Florida / 2020

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: Not Applicable

Federal ID#: Not Applicable

State and Year of Incorporation/Organization: Not Applicable

List of stockholders, members, or partners of Real Estate Holding Company:
Not Applicable

B) Individual Completing Application:

Name: John H. Switzer

Title: Managing Member

Address: 334 Arapahoe Ave., Boulder, CO 80302

Phone: 561.866.8234 Fax: None

E-mail: john@summitsolarcapital.com

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

Name: Same as above
Title: Same as above
Address: Same as above
Phone: Same as above Cell Phone: Same as above
E-mail: Same as above

D) Company Counsel:

Name of Attorney: John H. Switzer, Esq
Firm Name: None
Address: 334 Arapahoe Ave., Boulder, CO 80302
Phone: 561.866.8234 Cell Phone: 561.866.8234
E-mail: john@summitsolarcapital.com

E) Business Organization (check appropriate category):

- | | |
|--|---|
| ☐ Corporation | ☐ Partnership |
| ☐ Public Corporation | ☐ Joint Venture |
| ☐ Sole Proprietorship | ☒ Limited Liability Company |

Others (please specify): None
Year Established: 2020
State in which Organization is established: Florida

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

Name	% of ownership
<u>Summit Solar Capital LLC</u>	<u>100</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></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: 3%

Estimated % of sales outside Onondaga County but within New York State: 97%

Estimated % of sales outside New York State but within the U.S.: 0%

Estimated % of sales outside the U.S.: 0%

(*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: 5827 McKinley Rd.,

Legal Address (if different): _____

City: _____

Village/Town: Cicero

Zip Code: 13029

School District: North Syracuse

Tax Map Parcel ID(s): 099.-01-31.2

Current Assessed Value: \$350,000

Sq. Footage of Existing Building: None

Census Tract: Cicero Town 15704

- 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

- | | |
|---|--|
| ☐ Industrial | ☐ Bank Office |
| ☐ Acquisition of Existing Facility | ☐ Retail |
| ☐ Housing | ☐ Mixed Use |
| ☐ Equipment Purchase | ☐ Facility for Aging |
| ☐ Multi-Tenant | ☐ Civic Facility (not for profit) |
| ☐ Commercial | ☒ Other <u>Ground Mounted Solar Facility</u> |

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	\$3,500 (est)	0% (est)	\$3,500 (est)
Site Work/Demo	None (est)	0% (est)	0% (est)
Building Construction & Renovation	\$300,000 (est.)	10% (est.)	\$30,000 (est.)
Furniture & Fixtures	None (est)		0% (est)
Equipment	\$4,153,500	0% (est)	0% (est)
Equipment Subject to NYS Production Sales Tax	\$0 (Est.)	0% (est.)	0% (est.)
Engineering/Architect	\$17,000 (est)	0% (est)	\$17,000 (est)
Financial Charges	\$16,000 (est)	0% (est)	\$16,000 (est)
Legal	\$10,000 (est)	0% (est)	\$10,000 (est)
Other	0% (est)	0% (est)	0% (est)
Management/Developer Fees	0% (est)	0% (est)	0% (est)
Total Project Cost	4,500,000 (est)	0% (est)	4,500,000 (est.)

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) TOTAL Capital Costs \$ 4,500,000 (est.)

Project refinancing: estimated amount
(for refinancing of existing debt only) \$ _____

Sources of Funds for Project Costs:

- | | |
|---|----------------|
| 1. Bank Financing | \$ 80% (est.) |
| 2. Equity (excluding equity that is attributed to grants/tax credits) | \$ 20% (est.) |
| 3. Tax Exempt Bond Issuance (if applicable) | \$ None (est.) |
| 4. Taxable Bond Issuance (if applicable) | \$ None (est.) |

5. Public Sources (Include sum total of all state and federal grants and tax credits)

\$ None (est.)

-Identify each state and federal grant/credit:

Not Applicable

\$ 0 (est.)

Not Applicable

\$ 0 (est.)

Not Applicable

\$ 0 (est.)

6. Total Sources of Funds for Project Costs

\$ 4,500,000

C) Employment and Payroll Information

*Full Time Equivalent (FTE) is defined as one employee working no less than 40 hours per week or two or more employees together working a total of 40 hours per week.

1. Are there people currently employed at the project site?

☐ Yes

☒ No

If yes, provide number of FTE jobs at the facility: _____

2. Complete the following:

Estimate the number of FTE jobs to be retained as a result of this Project:	0 (est.)
Estimate the number of construction jobs to be created by this Project:	15-20 (est.)
Estimate the average length of construction jobs to be created (months):	6 (est.)
Current annual payroll at facility:	0
Average annual growth rate of wages:	0 (est.)
Please list, if any, benefits that will be available to either full and/or part time employees:	To be determined
Average annual benefit paid by the company (\$ or % salary) per FTE job:	0 (est.)
Average growth rate of benefit cost:	0 (est.)
Amount or percent of wage employees pay for benefits:	To be determined
Provide an estimate of the number of residents in the Economic Development Region (Onondaga, Madison, Cayuga, Oneida, Oswego, and Cortland Counties) to fill new FTE jobs:	15-20

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
None	0	0	0	0	0	0	0
Job Creation Subtotal		0	0	0	0	0	0

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): \$5,500 per MWAC

☐ Mortgage Recording Tax Exemption (.75% of amount mortgaged): _____

Sales and Use Tax Exemption (4% Local, 4% State): _____

☐ Tax Exempt Bond Financing (Amount Requested): _____

☐ Taxable Bond Financing (Amount Requested): _____

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): \$ 0 _____

Estimated Mortgage Recording Tax Exemption Benefit (product of
mortgage amount as indicated above, multiplied by .0075): \$ 0 _____

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:

\$ _____

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):

\$ _____

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

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						
TOTAL							

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 SSC Cicero 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 11.11.2020 (date).

Company: SSC Cicero LLC

Representative for Contract: John H Switzer, Esq.

Address: 334 Arapahoe Dr City: Boulder State: CO Zip: 80302

Phone: 516.866.8234 Email: john@summitsolarcapital.com

Project Address: 5827 McKinley Rd City: Cicero State: NY Zip: 13029

General Contractor: Not Available

Contact Person: Not Available

Address: Not Available City: Not Available State: Not Available Zip: Not Available

Phone: Not Available Email: Not Available

Authorized Representative: Not Available Title: Not Available

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, whichever 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

SSC Cicero LLC

Signature of Officer or Authorized Representative:



Name & Title of Officer or Authorized Representative:

John H. Switzer, Esq - Managing Member

Date: 11.11.2020

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), SSC Cicero 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.

SSC Cicero 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.

SSC Cicero 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: SSC Cicero LLC

Signature of Officer or Authorized Representative: John H. Switzer

Name & Title of Officer or Authorized Representative: John H. Switzer, Esq. - Managing Member

Date: 11.11.2020

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

www.labor.ny.gov

CNY Works

Chris Kennedy

Business Development Specialist

960 James Street, Syracuse, NY 13203

315-477-6974

ckennedy@cnyworks.com

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

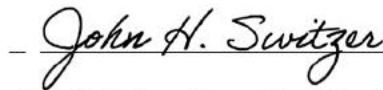
1. Jeffrey Davis, Esq., Barclay Damon LLP
2. Amanda Mirabito, Esq., Barclay Damon LLP
3. Michael G. Lisson, CPA, Grossman St. Amour Certified Public Accountants PLLC

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

SSC Cicero LLC

Signature of Officer or Authorized Representative:



Name & Title of Officer or Authorized Representative:

John H. Switzer, Esq. - Managing Member

Date: 11.11.2020

Section X: Representations, Certifications, and Indemnification

John H. Switzer, Esq. (Name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Managing Member (title) of SSC Cicero 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.

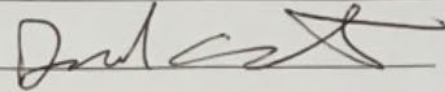
L. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue 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.

Name of Applicant Company

SSC Cicero LLC

Signature of Officer or Authorized Representative:



Name & Title of Officer or Authorized Representative:

David Spotts -

Member

Date:

11/18/20

STATE OF Florida

)

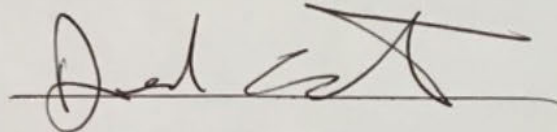
COUNTY OF Palm Beach

)ss.;

David Spotts

, being first duly sworn, deposes and says:

1. That I am the Managing Member (Corporate Officer) of SSC Cicero 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



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 18th day of November, 2020.

Anne M. Goldman

(Notary Public)



Anne M. Goldman
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG297058
Expires 3/5/2023



End of Application

Rev 1-9-20

Pursuant to Section I – Part H

Applicant plans to abide by the Agency's policy 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.

Annual materials and raw supplies will likely be supplied outside of firms in Onondaga County. Applicant intends to secure reasonable vendor services for ongoing maintenance activities within Onondaga County.

Thank you,

John H. Switzer, Esq.

334 Arapahoe Ave

Boulder, CO 80302

Phone: 561.866.8234

Email: John@summitsolarcapital.com

Pursuant to Section I – Part J

Applicant has received assistance from OCIDA in regard to a 3.5 MW PV project located at 8071 River Road, Lysander, NY known as SSC Lysander LLC. Such assistance is taking the form of a PILOT Agreement for \$5,500 / MW with a 2% escalator over twenty years. The PILOT Agreement between OCIDA and SSC Lysander LLC is due to close on or about March 10, 2021.

Thank you,

John H. Switzer, Esq.

334 Arapahoe Ave

Boulder, CO 80302

Phone: 561.866.8234

Email: John@summitsolarcapital.com

Pursuant to Section II – Part C

Benefit to Business

Benefits considered by the Onondaga County Industrial Development Agency as part of our application are critical to the development of community solar distributed generation projects. Notably, without PILOT Agreements, community solar projects, including the subject project, are not financially feasible.

A direct result of the benefits provided will be the creation of construction jobs and clean, cost efficient power to residential ratepayers.

Thank you,

John H. Switzer, Esq.

334 Arapahoe Ave

Boulder, CO 80302

Phone: 561.866.8234

Email: John@summitsolarcapital.com

Pursuant to Section II – Part D

Project Narrative

This 5.0-MWac solar facility is located at 5827 McKinley Rd., Cicero, NY 13029. Existing lot size is 56.89 acres in total size and the project acreage under the array is 55.5 acres.

This site is currently undeveloped vacant land and is being managed by the landowner. Upon completion of the project the site will become the location of a ground mounted solar array.

- Solar panel height will not exceed 15’.
- Two rows of 5’ tall white spruce and/or norway spruce on a 10’ spacing are included in the project to provide a visual screening from abutting residences.
- Perimeter fencing will enclose the solar panels and electrical equipment.

As a community solar project, local residents, businesses, and municipalities within Onondaga County will have the option of subscribing to purchase discounted energy from this project.

Applicant has extensive experience in the responsible development of utility-scale solar projects and the ability to deliver a turn-key solar power operating facility of the highest quality. Without the benefits requested in this application the project is not feasible.

Thank you,

John H. Switzer, Esq.

334 Arapahoe Ave

Boulder, CO 80302

Phone: 561.866.8234

Email: John@summitsolarcapital.com



COR

DEVELOPMENT COMPANY, LLC

540 Towne Drive, Fayetteville, NY 13066
315•663•2100 Fax: 315•663•2109
www.corcompanies.com

VIA email to robertpetrovich@ongov.net
and
FIRST CLASS MAIL

September 24, 2021

Robert M. Petrovich – Executive Director
OCIDA
Suite 130
333 West Washington Street
Syracuse, NY 13202

Re: COR Inner Harbor Company, LLC Sub Project 1 – Request for Extension of
Sales Tax Exemption

Dear Mr. Petrovich:

COR Van Rensselaer Street Company II, LLC and COR Van Rensselaer Street Company III, Inc., respectfully request a one-year extension of the sales tax exemption granted by OCIDA for the COR Inner Harbor Company, LLC Sub Project 1 (Mixed-Use Retail/Residential Building and Associated Surface Parking Lot.)

The Mixed-Use Building was completed in 2019 and the three floors of residential apartments are currently 95% occupied. However, the build out of the first-floor commercial space has not yet been completed. Due to the impacts of Covid-19 the commercial leasing has been delayed. Only recently, there has been increased interest in the commercial space. Meier's Creek will be opening this Fall and there are two new commercial leases under negotiation for occupancy in the Spring of 2022. In addition, we are still well below the limit of the sales tax exemption that was granted. The sales tax exemption will expire on December 31, 2021, and we are seeking a one-year extension to complete the build out of the commercial space on the first floor of the Mixed-Use Building.

Please let me know if you have any questions. Thank you for your consideration of this request.

Best personal regards,
COR DEVELOPMENT COMPANY, LLC

Catherine Keib Johnson, CEO

cc: nstevens@ongov.net

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NYCANNA, LLC

**APPROVING RESOLUTION
(3101-21-14A)**

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time, at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**RESOLUTION APPROVING A PROJECT AND AUTHORIZING
EXECUTION OF DOCUMENTS IN CONNECTION WITH A
LEASE/LEASEBACK TRANSACTION FOR NYCANNA, LLC**

WHEREAS, Onondaga County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York (the “State”), to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, NYCANNA, LLC, a Delaware limited liability company d/b/a Acreage New York (the “Company”), has submitted an application (the “Application”), on behalf of itself and/or entities formed or to be formed on its behalf, to the Agency, a copy of which Application is on file at the office of the Agency, which Application requests that the Agency consider undertaking a project (the “Project”) for the benefit of the Company and/or entities formed or to be formed on its behalf, said Project consisting of the following: (A)(1) the acquisition of a leasehold interest in or a license to all or a portion of an approximately 109.02 acre parcel of land located at 6600 New Venture Gear Drive (tax map no. 027.-02-11.1) in the Town of DeWitt, Onondaga County, New York (the “Land”) and the existing 230,000 square foot building (the “Existing Building”) thereon; (2) the renovation of the Existing Building and the construction of an approximately 56,834 square foot addition to the Existing Building, together with related site improvements (the Existing Building as so renovated and with such addition, the “Facility”); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”), which Project Facility will be used by the Company as a manufacturing and cultivation facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the members of the Agency adopted a resolution on October 19, 2021 (the “Public Hearing Resolution”) authorizing a public hearing with respect to the Project in compliance with the provisions of Section 859-a of the Act; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project, to be mailed on October 22, 2021 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is located, (B) caused notice of the Public Hearing to be published on October 24, 2021 in The Post-Standard, a newspaper of general circulation available to the residents of the Town of DeWitt, Onondaga County, New York, (C) conducted the Public Hearing on November 5, 2021 at 10:00 a.m., local time at Dewitt Town Hall, 5400 Butternut Drive, East Syracuse, New York, and (D) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “SEQRA”), by resolution adopted by the members of the Agency on October 19, 2021, the Agency determined (A) that the Project under review, which is limited to the Agency’s provision of Financial Assistance to the Project, as defined in the third Whereas clause above, was a Type I action as defined by SEQRA, and (B) that a coordinated SEQRA review of the Project was appropriate; and

WHEREAS, after having conducted all appropriate reviews of the Project, including a review of the materials submitted to the Agency with respect to the Project, including an Environmental Assessment Form and attachments, the Agency by resolution adopted on November 9, 2021 issued a negative declaration for the Project, thereby concluding the SEQRA review; and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in Onondaga County, New York and (B) the completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State to another area in the State and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of Onondaga County, New York by undertaking the Project in Onondaga County, New York; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents (hereinafter collectively referred to as the “Agency Documents”): (A) either a certain underlying lease agreement (and a memorandum thereof) (the “Underlying Lease”) by and between the Company and the Agency pursuant to which the Company will lease to the Agency the Land and all improvements now or hereafter located on the Land or a certain license agreement (the “License Agreement”) by and between the Company and the Agency, pursuant to which, among other things, the Agency will acquire from the Company the right to enter upon the Land for the purpose of undertaking and completing the Project; (B) a certain lease agreement (and a memorandum thereof) (the “Lease Agreement”) by and between the Company and the Agency pursuant to which the Company agrees to undertake the Project as agent of the Agency and the Company further agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency’s administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project or one or more installment sale agreements (the “Installment Sale Agreement”) by and between the Agency and the Company, pursuant to which, among other things, the Company agrees to undertake and complete the Project as agent of the Agency and, as part thereof, to pay the Agency’s administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project; (C) a project agreement (the “Project Agreement”) by and between the Agency and the Company that complies with the requirements of Section 859-a(6) of the Act; (D) a New York State Department of Taxation and Finance form entitled “IDA Appointment of Project Operator or Agency for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) and any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales and use tax exemption benefits for the Project (the “Additional Thirty-Day Project Report”); (E) if the Company intends to finance the Project with borrowed money, one or more mortgages, assignments of leases and rents and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance (collectively, the “Mortgage”), as may be reasonably required by a lender or lenders yet to be determined (collectively, the “Lender”), which Mortgage will grant a lien on and security interest in the Project Facility to secure a loan or loans from the Lender to the Company with respect to the financing,

refinancing or permanent financing of the costs of acquiring, constructing, reconstructing, installing and equipping of the Project Facility; and (F) various certificates relating to the Project; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, the Company will execute and deliver to the Agency one or more bills of sale to the Agency from the Company to the Agency pursuant to which the Company will sell to the Agency the Equipment; and

WHEREAS, simultaneously with the execution and delivery of the Agency Documents, the Agency will file with the State Department of Taxation and Finance the Thirty-Day Sales Tax Report and provide a copy of the Thirty-Day Sales Tax Report to the Company; and

WHEREAS, for purposes of exemption from the State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

WHEREAS, pursuant to the Act, the Agency desires to adopt a resolution approving the Project and the grant by the Agency of the Financial Assistance to the Company with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency, based upon the representations made by the Company to the Agency in the Application, hereby finds and determines that:

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

(B) The Project constitutes a “project,” as such term is defined in the Act;

(C) The Project site is located entirely within the boundaries of Onondaga County, New York;

(D) It is estimated at the present time that the costs of the planning, development, construction and installation of the Project Facility (collectively, the “Project Costs”) will be approximately \$15,500,000.00;

(E) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State to another area in the State and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State;

(F) (1) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers

who personally visit such facilities constitute more than one-third of the total cost of the Project, and accordingly the Project is not prohibited by the provisions of Section 862(2)(a) of the Act, and (2) accordingly the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act;

(G) The acquisition, construction, reconstruction and equipping of the Project Facility and the leasing of the Project Facility to the Company is reasonably necessary to induce the Company to construct the Project in the State;

(H) Based upon representations of the Company and counsel to the Company, the Project Facility conforms with or prior to the Agency entering into the Agency Documents, will conform with the local zoning laws and planning regulations of Onondaga County and all regional and local land use plans for the area in which the Project Facility is located;

(I) The granting of the Financial Assistance by the Agency with respect to the Project will promote the job opportunities, general prosperity and economic welfare of the citizens of Onondaga County, New York and the State and improve their standard of living, and thereby serve the public purposes of the Act;

(J) The Agency has reviewed the Public Hearing Report and has fully considered all comments contained therein;

(K) The Project should receive the Financial Assistance in the form of exemptions from certain sales and use taxes and real estate transfer taxes based on the description of expected public benefits to occur as a result of this Project, as described in the Application, and failure by the Company to meet the expected public benefits will result in a recapture event, as described in the Project Agreement;

(L) It is desirable and in the public interest for the Agency to enter into the Agency Documents;

(M) The Agency has assessed all material information included in connection with the Application necessary to afford a reasonable basis for the decision by the Agency to provide the Financial Assistance for the Project as described herein;

(N) The Agency has prepared a written cost-benefit analysis identifying the extent to which the Project will create or retain permanent, private sector jobs, the estimated value of any tax exemption to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the Project in a timely fashion, and the extent to which the Project will provide additional sources of revenue for municipalities and school districts, and any other public benefits that might occur as a result of the Project; and

(O) The Company has provided a written statement confirming that the Project as of the date of the Application is in substantial compliance with all provisions the Act.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (A) proceed with the Project; (B) (i) acquire either a leasehold interest in the Land and all improvements now or hereafter located on the Land from the Company pursuant to the Underlying Lease or acquire from the Company the right to enter upon the Land for the purpose of undertaking and completing the Project, as appropriate, and (ii) acquire the Equipment pursuant to a bill of sale; (C) lease or sell the Project Facility to the Company pursuant to either the Lease Agreement or the Installment Sale Agreement, as appropriate; (D) acquire, construct, reconstruct and equip the Project Facility, or cause the Project Facility to be acquired, constructed, reconstructed and equipped, as provided in the Lease Agreement; (E) secure any loan the proceeds of which will be used to finance or refinance the costs of the acquisition, construction, reconstruction and equipping of the Project Facility by granting a mortgage lien on the Agency's interest in the Project Facility and entering into one or more mortgages and/or assignments of leases and rents in favor of the Lender; and (F) grant to the Company the Financial Assistance with respect to the Project.

Section 3. Notwithstanding anything herein to the contrary, the amount of State and the local sales and use tax exemption benefit comprising the Financial Assistance approved herein shall not exceed **\$800,000.00 and shall last no longer than two years from the execution and delivery of the Agency Documents.** The Agency may consider any requests by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 4. The Agency is hereby authorized to acquire, construct, reconstruct and equip the Project Facility as described in the Agency Documents, to appoint the Company as agent of the Agency to undertake such acquisition, construction, reconstruction and equipping of the Project Facility as described in the Agency Documents, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition, construction, reconstruction and equipping are hereby ratified, confirmed and approved.

Section 5. The Chairman (or Vice Chairman) and the Executive Director of the Agency, with the assistance of Agency Counsel, are each authorized to negotiate and approve the form and substance of the Agency Documents.

Section 6. (A) The Chairman (or Vice Chairman) and the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in the forms thereof as the Chairman (or Vice Chairman) or the Executive Director shall approve, the execution thereof by the Chairman (or Vice Chairman) or the Executive Director to constitute conclusive evidence of such approval.

(B) The Chairman (or Vice Chairman) and the Executive Director of the Agency are each hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement or the Installment Sale Agreement).

Section 7. The Agency shall maintain records of the amount of State and local sales and use tax exemption benefits provided to the Project and each agent or Project operator and shall make such records available to the State Commissioner of Taxation and Finance (the “Commissioner”) upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its agents and/or operators to make, all records and information regarding State and local sales and use tax exemption benefits available to the Agency upon request. The provisions of Section 875 of the Act are hereby incorporated herein as if set forth herein and the Agency agrees that it shall comply with the requirements of such Section 875 of the Act.

Section 8. The Agency hereby delegates to the Company, as agent of the Agency, the authority to designate (following the execution and delivery of the Agency Documents), agents and sub-agents of the Agency (each, a “Sub-Agent”) for purposes of utilizing the Agency sales and use tax exemption with respect to the acquisition, construction, reconstruction and equipping of the Project Facility; provided that any such sub-agency designation shall become effective only upon submission to the Agency within fifteen (15) days of such agency and sub-agency designation: (1) an executed sub-agent appointment agreement (in a form approved by the Agency) and (2) a completed Form ST-60 of the State Department of Taxation and Finance (IDA Appointment of Project Operator or Agent for Sales Tax Purposes). Such agents and sub-agents may include contractors and subcontractors involved in the acquisition, construction, reconstruction and installation of the Project Facility.

Section 9. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company and/or any Sub-Agent shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 10. As a condition precedent to the granting of the Financial Assistance, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement, a form of which was available to the members of the Agency (the “Agreement”) are hereby approved. The Chairman (or Vice Chairman) and the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting with changes in terms and form as shall be consistent with this Resolution and as the Executive Director or (Vice) Chairman shall approve. The execution thereof by the Executive Director or (Vice) Chairman shall constitute conclusive evidence of such approval.

Section 11. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by

the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 12. This Resolution shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Patrick Hogan			
Janice Herzog			
Victor Ianno			
Steve Morgan			
Susan Stanczyk			
Kevin Ryan			
Fanny Villarreal			

The Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of November, 2021.

(SEAL)

Secretary

PRELIMINARY AGREEMENT

THIS PRELIMINARY AGREEMENT dated as of November 9, 2021 between the ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the “Agency”), a public benefit corporation organized and existing under the laws of the State of New York and NYCANNA, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York (the “Company”).

WITNESSETH:

WHEREAS, Onondaga County Industrial Development Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 435 of the 1970 Laws of New York and Chapter 676 of the 1975 Laws of New York, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the purposes of the Act are to promote industry and develop trade and thereby advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of Onondaga County, New York and the State of New York, to improve their prosperity and standard of living and to prevent unemployment and economic deterioration; and

WHEREAS, by resolution adopted by the members of the Agency on November 9, 2021 (the “Approving Resolution”), the Agency determined to undertake a project (the “Project”) on behalf of the Company and/or entities formed or to be formed on behalf of the foregoing, consisting of the following: (A)(1) the acquisition of a leasehold interest in or a license to all or a portion of an approximately 109.02 acre parcel of land located at 6600 New Venture Gear Drive (tax map no. 027.-02-11.1) in the Town of DeWitt, Onondaga County, New York (the “Land”) and the existing 230,000 square foot building (the “Existing Building”) thereon; (2) the renovation of the Existing Building and the construction of an approximately 56,834 square foot addition to the Existing Building, together with related site improvements (the Existing Building as so renovated and with such addition, the “Facility”); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”), which Project Facility will be used by the Company as a manufacturing and cultivation facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company will be the owner and/or operator of the Project Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency and the Company agree as follows:

Article 1. Representations.

Among the representations that have resulted in the execution of this Preliminary Agreement are the following:

Section 1.01. The Company hereby represents to the Agency that:

(A) The completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of the Company or of any proposed occupant of the Project located in the State of New York.

(B) The Project Facility does not and will not constitute a project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project.

(C) The Project Facility is located entirely within the boundaries of Onondaga County, New York.

(D) The granting of the Financial Assistance by the Agency with respect to the Project will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Onondaga County, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and will encourage and assist the Company in providing the Project.

Article 2. Undertaking on the Part of the Agency.

Based upon the statements, representations and undertakings of the Company and subject to the conditions set forth herein, the undertakings on the part of the Agency are as follows:

Section 2.01. If the Company complies with all conditions set forth in this Preliminary Agreement, then the Agency will (A) undertake the Project, and (B) grant certain Financial Assistance with respect to the Project; PROVIDED HOWEVER, that the foregoing obligation of the Agency to undertake the Project and to grant the Financial Assistance relating to the Project is subject to the conditions hereinafter contained in this Preliminary Agreement, including but not limited to the following conditions:

(A) An interest in the Project Facility shall be acquired by the Agency from the Company pursuant to one or more deeds, lease agreements, license agreements or other documentation to be negotiated between the Agency and the Company (hereinafter, collectively, the "Acquisition Agreement") which contains terms mutually acceptable to the Agency and the Company for the conveyance of an interest in the Project Facility to the Agency. The Acquisition

Agreement and any other documents to be executed by the Agency and the Company in connection with the Project (collectively, the "Project Documents") shall in all respects comply with the requirements of, and limitations contained in, the Act;

(B) The Company shall have executed the Project Documents between the Agency and the Company the terms of which shall be acceptable in form and content to the Agency and the Company and pursuant to which, among other things, the Company shall be obligated to pay all costs incurred by the Agency with respect to the Project and/or the Project Facility, including all costs of operation and maintenance of the Project, all taxes and other governmental charges, any required payments in lieu of taxes, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project and/or the Project Facility (including reasonable counsel fees and out-of-pocket expenses), it being understood that the Company will, prior to or contemporaneously with the granting of the Financial Assistance, enter into such Project Documents;

(C) No event shall have occurred which constitutes (or which after notice or lapse of time or both would constitute) an event of default under the Project Documents;

(D) The Agency shall receive, in form and substance satisfactory to the Agency, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings as shall be specified by the Agency in connection with the Financial Assistance, the Project and the Project Documents, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings to be obtained from transaction counsel, counsel to the Agency and such other governmental and nongovernmental agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertaining thereto, and the same shall be in full force and effect at the time of the granting of the Financial Assistance; and

(E) Agreements shall be made as to (1) payments by the Company to or on behalf of the Agency of any required amounts in lieu of real property taxes, (2) indemnity by the Company of the Agency and the members and officers of the Agency, and (3) payment by the Company of the expenses incurred by the Agency in connection with the Project (including reasonable counsel fees and out-of-pocket expenses) and the administrative fee of the Agency, and such agreements shall be satisfactory in form and substance to the Agency.

Section 2.02. The obligations of the Agency pursuant to this Preliminary Agreement are subject to the conditions elsewhere contained in this Preliminary Agreement.

Article 3. Undertakings on the Part of the Company.

Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein, the undertakings on the part of the Company are as follows:

Section 3.01. The Company will enter into the Project Documents with the Agency containing the terms and conditions described in Section 2.01 hereof.

Section 3.02. The Company agrees that the Agency, its directors, members, officers, agents (except the Company) and employees shall not be liable for and agrees to defend, indemnify, release and hold the Agency, its director, members, officers, agents (except the Company) 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 Project Facility or arising by reason of or in connection with the use thereof or under this Preliminary Agreement, or (ii) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installation, owning and leasing of the Project Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein and all causes of action and reasonable attorneys' fees (whether by reason of third party claims or by reason of the enforcement of any provision of this Preliminary Agreement (including, without limitation, this Section)) and any other expenses incurred in defending any claims, suits or actions which may arise as a result 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, officers, agents (except the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence on the 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. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law, and upon the application of such prohibition by the final judgment or decision of a competent court of law, the remaining provisions of these indemnities shall remain in full force and effect.

Section 3.03. The Company will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 4. General Provisions.

Section 4.01. All commitments of the Agency under Article 2 hereof are subject to the condition that the following events shall have occurred not later than six (6) months from the date hereof (or such other date as shall be mutually satisfactory to the Agency and the Company):

- (A) The Agency and the Company shall have agreed on mutually acceptable terms and conditions of the Project Documents and any other agreements referred to in Articles 2 or 3 hereof;
- (B) All necessary governmental approvals shall be obtained; and
- (C) All other conditions expressed in this Preliminary Agreement shall have been satisfied.

Section 4.02. Subject to the terms and conditions of Section 4.03 hereof, the Company shall have the right to unilaterally cancel this Preliminary Agreement at any time on or before May 31, 2022 by written notice of cancellation delivered to the Agency at the address set forth in Section 4.04 hereof.

Section 4.03. If the events set forth in Section 4.01 hereof do not take place within the time set forth in said Section 4.01, or any extension thereof, or if the Company exercises its right of cancellation as set forth in Section 4.02 hereof, the Company agrees that (A) it will promptly reimburse the Agency (and its officers, members, agents or employees) for all reasonable and necessary actual out-of-pocket expenses (including reasonable legal fees and expenses) which the Agency (and its officers, members, agents or employees) may incur with respect to the execution of this Preliminary Agreement and the performance of its obligations hereunder; and (B) the obligations of the Company set forth in Section 3.02 hereof shall survive the termination of this Preliminary Agreement and shall remain in full force and effect until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described therein may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency (and its officers, members, agents or employees) relating to the enforcement of the provisions therein stated.

Section 4.04. (A) All notices and other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(i) TO THE AGENCY:

Onondaga County Industrial Development Agency
333 W. Washington Street, Suite 130
Syracuse, New York 13202

WITH A COPY TO:

Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attn: Jeffrey W. Davis, Esq.

(ii) IF TO THE COMPANY:

NYCANNA, LLC
6600 New Venture Gear Drive
East Syracuse, New York 13057
Attn: William Lettier, General Manager

WITH A COPY TO:

Acreage Holdings, Inc.
450 Lexington Avenue #3308
New York, New York 10163
Attention: James A. Doherty, III, Esq., General Counsel

(B) The Agency and the Company may, by notice given hereunder, designate any other or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 4.05. All covenants and agreements herein contained by or on behalf of the Agency and the Company shall bind and inure to the benefit of the respective successors and assigns of the Agency and the Company whether so expressed or not provided, however, upon execution and delivery of the Project Documents, this Preliminary Agreement shall terminate.

Section 4.06. The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his or her individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any action contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or of Onondaga County, New York and neither the State of New York nor Onondaga County, New York shall be liable thereon, and further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project.

Section 4.07. Notwithstanding any provision of this Preliminary Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (A) the Agency shall have been requested to do so in writing by the Company; and (B) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any member, officer, agent or employee of the Agency) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability and for the reimbursement of all such fees, expenses and other costs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the day and date first written above.

ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Robert M. Petrovich
Executive Director

NYCANNA, LLC

By: _____
Name:
Title:

Signature Page to Preliminary Agreement
Page 1 of 1

NYCANNA, LLC

**SEQRA RESOLUTION
(3101-21-14A)**

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time, at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**RESOLUTION OF THE ONONDAGA COUNTY
INDUSTRIAL DEVELOPMENT AGENCY DETERMINING
THAT A CERTAIN PROJECT FOR NYCANNA, LLC WILL
NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON THE
ENVIRONMENT PURSUANT TO THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT**

WHEREAS, Onondaga County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975 of the State of New York, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, NYCANNA, LLC, a Delaware limited liability company d/b/a Acreage New York (the “Company”), has submitted an application (the “Application”), on behalf of itself and/or entities formed or to be formed on its behalf, to the Agency, a copy of which Application is on file at the office of the Agency, which Application requests that the Agency consider undertaking a project (the “Project”) for the benefit of the Company and/or entities formed or to be formed on its behalf, said Project consisting of the following: (A)(1) the acquisition of a leasehold interest in or the license to all or a portion of an approximately 109.02 acre parcel of land located at 6600 New Venture Gear Drive (tax map no. 027.-02-11.1) in the Town of DeWitt, Onondaga County, New York (the “Land”) and the existing 230,000 square foot building (the “Existing Building”) thereon; (2) the renovation of the Existing Building and the construction of an approximately 56,834 square foot addition to the Existing Building, together with related site improvements (the Existing Building as so renovated and with such addition, the “Facility”); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”), which Project Facility will be used by the Company as a manufacturing and cultivation facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “SEQRA”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “EAF”) with respect to the Project, a copy of which is on file in the office of the Agency and is readily accessible to the public; and

WHEREAS, the Agency has examined and reviewed the EAF in order to classify the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) the Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) the Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA); and

(C) the Agency declared its intent to be “Lead Agency” on October 19, 2021 and there are no other identified “Involved” agencies (as said quoted terms are defined in SEQRA); and

(D) the action will not have a significant adverse effect on the environment, and the Agency hereby issues a negative declaration pursuant to SEQRA, attached hereto as Exhibit A, which shall be filed in the office of the Agency in a file that is readily accessible to the public;

Section 2. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

Section 3. The Agency hereby authorizes Agency staff or counsel to take all further actions deemed necessary and appropriate to fulfill the Agency’s responsibilities under SEQRA.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Patrick Hogan			
Janice Herzog			
Victor Ianno			
Steve Morgan			
Susan Stanczyk			
Kevin Ryan			
Fanny Villarreal			

The Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of November, 2021.

(SEAL)

Secretary

RPNY SOLAR 5, LLC

**APPROVING RESOLUTION
(3101-21-13A)**

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**RESOLUTION APPROVING A PROJECT AND AUTHORIZING
EXECUTION OF DOCUMENTS IN CONNECTION WITH A
LEASE/LEASEBACK TRANSACTION FOR RPNY SOLAR 5, LLC**

WHEREAS, Onondaga County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York (the “State”), to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, RPNY Solar 5, LLC, a New York limited liability company (the “Company”), has submitted an application (the “Application”), on behalf of itself and/or entities formed or to be formed on its behalf, to the Agency, a copy of which Application is on file at the office of the Agency, which Application requests that the Agency consider undertaking a project (the “Project”) for the benefit of the Company and/or entities formed or to be formed on its behalf, said Project consisting of the following: (A)(1) the acquisition of a leasehold interest in all or a portion of an approximately 27.65 acre parcel of land located at 7390 Kirkville Road (tax map no. 055.-01-10.1) in the Town of Manlius, Onondaga County, New York (the “Land”); (2) the construction on the Land of an approximately 6.95 acre solar power electric generating photo-voltaic plant (the “Facility”); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (subject to certain statutory limitations) (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency previously has adopted a Uniform Tax Exemption Policy (the “UTEP”); and

WHEREAS, the Company requested that the Agency enter into a payment in lieu of tax agreement (the “Proposed PILOT Agreement”) with respect to the Project Facility; and

WHEREAS, the Proposed PILOT Agreement does not contain terms that deviate from the UTEP; and

WHEREAS, the members of the Agency adopted a resolution on October 19, 2021 (the “Public Hearing Resolution”) authorizing a public hearing with respect to the Project in compliance with the provisions of Section 859-a of the Act; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project, to be mailed on October 20, 2021 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is or is to be located, (B) caused notice of the Public Hearing to be published on October 21, 2021 in The Post-Standard, a newspaper of general circulation available to the residents of the Town of Manlius, Onondaga County, New York, (C) conducted the Public Hearing on November 3, 2021 at 10:00 a.m., local time at Manlius Town Hall, 301 Brooklea Drive, Fayetteville, New York, and (D) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of

the State of New York promulgated thereunder (collectively referred to hereinafter as “SEQRA”), the Town of Manlius Planning Board (the “Planning Board”), as lead agency, determined that the Project is an Unlisted action as defined by SEQRA and issued a negative declaration for the Project on March 8, 2020, and, based on the materials submitted to the Planning Board with respect to the Project, including an Environmental Assessment Form and attachments, the Agency by resolution adopted on November 9, 2021 reaffirmed, accepted, and adopted the negative declaration that was issued by the Planning Board; and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in Onondaga County, New York and (B) the completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of a plant or facility of the Company or of any proposed occupant of the Project Facility located in the State; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the health, general prosperity and economic welfare of the people of Onondaga County, New York by undertaking the Project in Onondaga County, New York; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents (hereinafter collectively referred to as the “Agency Documents”): (A) a certain underlying lease agreement (and a memorandum thereof) (the “Underlying Lease”) by and between the Company and the Agency pursuant to which the Company will lease to the Agency the Land and all improvements now or hereafter located on the Land; (B) a certain lease agreement (and a memorandum thereof) (the “Lease Agreement”) by and between the Company and the Agency pursuant to which the Company agrees to undertake the Project as agent of the Agency and the Company further agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency’s administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project; (C) a payment in lieu of tax agreement (the “PILOT Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (D) a project agreement (the “Project Agreement”) by and between the Agency and the Company that complies with the requirements of Section 859-a(6) of the Act; (E) a New York State Department of Taxation and Finance form entitled “IDA Appointment of Project Operator or Agency for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) and any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales and use tax exemption benefits for the Project (the “Additional Thirty-Day Project Report”); (F) if the Company intends to finance the Project with borrowed money, one or more mortgages, assignments of leases and rents and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance (collectively, the “Mortgage”), as may be reasonably required by a lender or lenders yet to be determined (collectively, the “Lender”), which Mortgage will grant a lien on and security interest in the Project Facility to secure a loan or loans from the Lender to the Company with respect to the financing, refinancing or permanent financing of the costs of acquiring, constructing, installing and

equipping of the Project Facility; and (G) various certificates relating to the Project (the “Closing Documents”); and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement, the Company will execute and deliver to the Agency one or more bills of sale to the Agency pursuant to which the Company will sell to the Agency the Equipment; and

WHEREAS, the Agency will file with the assessor and mail to the chief executive officers of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form RP-412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (a “Real Property Tax Exemption Form”) relating to the Project; and

WHEREAS, simultaneously with the execution and delivery of the Agency Documents, the Agency will file with the State Department of Taxation and Finance the Thirty-Day Sales Tax Report and provide a copy of the Thirty-Day Sales Tax Report to the Company; and

WHEREAS, for purposes of exemption from the State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

WHEREAS, pursuant to the Act, the Agency desires to adopt a resolution approving the Project and the grant by the Agency of the Financial Assistance to the Company with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency, based upon the representations made by the Company to the Agency in the Application, hereby finds and determines that:

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

(B) The Project constitutes a “project,” as such term is defined in the Act;

(C) The Project site is located entirely within the boundaries of Onondaga County, New York;

(D) It is estimated at the present time that the costs of the planning, development, construction and installation of the Project Facility will be approximately \$2,418,575

(E) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State to another area in the State and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State;

(F) (1) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project, and accordingly the Project is not prohibited by the provisions of Section 862(2)(a) of the Act, and (2) accordingly the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act.

(G) The acquisition, construction, installation and equipping of the Project Facility and the leasing of the Project Facility to the Company is reasonably necessary to induce the Company to construct the Project in the State;

(H) Based upon representations of the Company and its counsel, the Project Facility conforms with the local zoning laws and planning regulations of Onondaga County and all regional and local land use plans for the area in which the Project Facility is located;

(I) The granting of the Financial Assistance by the Agency with respect to the Project will promote the general prosperity and economic welfare of the citizens of Onondaga County, New York and the State and improve their standard of living, and thereby serve the public purposes of the Act;

(J) The Agency has reviewed the Public Hearing Report and has fully considered all comments contained therein;

(K) The Project should receive the Financial Assistance in the form of exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (subject to statutory limitations) based on the description of expected public benefits to occur as a result of this Project, as described in the Application, and failure by the Company to meet the expected public benefits will result in a recapture event, as described in the Project Agreement;

(L) It is desirable and in the public interest for the Agency to enter into the Agency Documents;

(M) The Agency has assessed all material information included in connection with the Application necessary to afford a reasonable basis for the decision by the Agency to provide the Financial Assistance for the Project as described herein.

(N) The Agency has prepared a written cost-benefit analysis identifying the extent to which the Project will create or retain permanent, private sector jobs, the estimated value of any tax exemption to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the Project in a timely fashion, and the extent to which the Project will

provide additional sources of revenue for municipalities and school districts, and any other public benefits that might occur as a result of the Project; and

(O) The Company has provided a written statement confirming that the Project as of the date of the Application is in substantial compliance with all provisions of the Act.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (A) proceed with the Project; (B) acquire a leasehold interest in the Land and all improvements now or hereafter located on the Land from the Company pursuant to the Underlying Lease and acquire the Equipment pursuant to a bill of sale; (C) lease the Project Facility to the Company pursuant to the Lease Agreement; (D) acquire, construct and equip the Project Facility, or cause the Project Facility to be acquired, constructed and equipped, as provided in the Lease Agreement; (E) secure any loan the proceeds of which will be used to finance or refinance the costs of the acquisition, construction, and equipping of the Project Facility by granting a mortgage lien on the Agency's interest in the Project Facility and entering into one or more mortgages and/or assignments of leases and rents in favor of the Lender; and (F) grant to the Company the Financial Assistance with respect to the Project.

Section 3. Notwithstanding anything herein to the contrary, the amount of State and local sales and use tax exemption benefit comprising the Financial Assistance approved herein shall not exceed **\$55,340.00 and shall last no longer than two years from the execution and delivery of the Agency Documents.** The Agency may consider any requests by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

Section 4. Notwithstanding anything herein to the contrary, the amount of mortgage recording tax exemption benefit comprising the Financial Assistance approved herein shall not exceed **\$12,200.00.**

Section 5. Notwithstanding anything herein to the contrary, the amount of real property tax abatement benefit comprising the Financial Assistance approved herein shall be approximately **\$156,652.00**, which such amount reflects the total estimated real property tax exemptions for the Project Facility (which constitute those taxes that would have been paid if the Project Facility were on the tax rolls and not subject to the PILOT Agreement) of approximately \$312,155.00, less the total payments in lieu of taxes of \$155,503.00 to be made by the Company to the affected tax jurisdictions with respect to the Project Facility during the term of the PILOT Agreement. The amount of estimated real property tax exemptions is estimated based on an assumed assessed value of the Project Facility and assumed future tax rates of the affected tax jurisdictions; therefore the real property tax abatement benefit is estimated because it is calculated using the estimated real property tax exemptions. The actual amount of real property tax abatement benefit is subject to change over the term of the PILOT Agreement depending on any changes to assessed value and/or tax rates of the affected tax jurisdictions. Exhibit A attached hereto reflects an annual breakdown of the payments in lieu of taxes to be made to the affected tax jurisdictions in each year during the term of the PILOT Agreement ("Total PILOT"), an estimated value of the real property tax exemptions ("Full Tax Payment without PILOT"), and an estimated value of the real property tax abatement benefits ("Net Exemptions").

Section 6. The Agency is hereby authorized to acquire, construct and equip the Project Facility as described in the Agency Documents, to appoint the Company as agent of the Agency to undertake such acquisition, construction and equipping of the Project Facility as described in the Agency Documents, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition, construction and equipping are hereby ratified, confirmed and approved.

Section 7. The Chairman (or Vice Chairman) and the Executive Director of the Agency, with the assistance of Agency Counsel, are each authorized to negotiate and approve the form and substance of the Agency Documents.

Section 8. (A) The Chairman (or Vice Chairman) and the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in the forms thereof as the Chairman (or Vice Chairman) or the Executive Director shall approve, the execution thereof by the Chairman (or Vice Chairman) or the Executive Director to constitute conclusive evidence of such approval.

(B) The Chairman (or Vice Chairman) and the Executive Director of the Agency are hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 9. The Agency shall maintain records of the amount of State and local sales and use tax exemption benefits provided to the Project and each agent or Project operator and shall make such records available to the State Commissioner of Taxation and Finance (the "Commissioner") upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its agents and/or operators to make, all records and information regarding State and local sales and use tax exemption benefits available to the Agency upon request. The provisions of Section 875 of the Act are hereby incorporated herein as if set forth herein and the Agency agrees that it shall comply with the requirements of such Section 875 of the Act.

Section 10. The Agency hereby delegates to the Company, as agent of the Agency, the authority to designate (following the execution and delivery of the Agency Documents), agents and sub-agents of the Agency (each, a "Sub-Agent") for purposes of utilizing the Agency sales and use tax exemption with respect to the acquisition, construction, installation and equipping of the Project Facility; provided that any such sub-agency designation shall become effective only upon submission to the Agency within fifteen (15) days of such agency and sub-agency designation: (1) an executed sub-agent appointment agreement (in a form approved by the Agency) and (2) a completed Form ST-60 of the State Department of Taxation and Finance (IDA Appointment of Project Operator or Agent for Sales Tax Purposes). Such agents and sub-agents may include contractors and subcontractors involved in the acquisition, construction, installation and equipping of the Project Facility.

Section 11. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company and/or any Sub-Agent shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State and local sales and use tax exemptions benefits.

Section 12. As a condition precedent to the granting of the Financial Assistance, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement, a form of which was available to the members of the Agency (the "Agreement") are hereby approved. The Chairman (or Vice Chairman) and the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting with changes in terms and form as shall be consistent with this Resolution and as the Executive Director or (Vice) Chairman shall approve. The execution thereof by the Executive Director or (Vice) Chairman shall constitute conclusive evidence of such approval.

Section 13. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 14. This Resolution shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Patrick Hogan			
Janice Herzog			
Victor Ianno			
Steve Morgan			
Susan Stanczyk			
Kevin Ryan			
Fanny Villarreal			

The Resolution was thereupon declared duly adopted.

EXHIBIT A **PILOT Schedule**

Year	Onondaga County	Manlius	East Syracuse-Minoa School District	Total PILOT	Full Tax Payment without PILOT	Net Exemption
	15%	14%	72%	100.0%		
2019-2020	290.36	211.85	1,407.18	1,909		
1	\$ 937	\$ 872	\$ 4,592	\$ 6,400	\$ 11,744	\$ 5,344
2	\$ 955	\$ 889	\$ 4,683	\$ 6,528	\$ 11,979	\$ 5,451
3	\$ 974	\$ 907	\$ 4,777	\$ 6,659	\$ 12,218	\$ 5,560
4	\$ 994	\$ 925	\$ 4,873	\$ 6,792	\$ 12,463	\$ 5,671
5	\$ 1,014	\$ 944	\$ 4,970	\$ 6,928	\$ 12,712	\$ 5,784
6	\$ 1,034	\$ 963	\$ 5,069	\$ 7,066	\$ 12,966	\$ 5,900
7	\$ 1,055	\$ 982	\$ 5,171	\$ 7,207	\$ 13,225	\$ 6,018
8	\$ 1,076	\$ 1,001	\$ 5,274	\$ 7,352	\$ 13,490	\$ 6,138
9	\$ 1,097	\$ 1,022	\$ 5,380	\$ 7,499	\$ 13,760	\$ 6,261
10	\$ 1,119	\$ 1,042	\$ 5,487	\$ 7,649	\$ 14,035	\$ 6,386
11	\$ 1,142	\$ 1,063	\$ 5,597	\$ 7,802	\$ 14,316	\$ 6,514
12	\$ 1,164	\$ 1,084	\$ 5,709	\$ 7,958	\$ 14,602	\$ 6,644
13	\$ 1,188	\$ 1,106	\$ 5,823	\$ 8,117	\$ 14,894	\$ 6,777
14	\$ 1,212	\$ 1,128	\$ 5,940	\$ 8,279	\$ 15,192	\$ 6,913
15	\$ 1,236	\$ 1,150	\$ 6,059	\$ 8,445	\$ 15,496	\$ 7,051
16	\$ 1,260	\$ 1,173	\$ 6,180	\$ 8,614	\$ 20,958	\$ 12,344
17	\$ 1,286	\$ 1,197	\$ 6,303	\$ 8,786	\$ 21,377	\$ 12,591
18	\$ 1,311	\$ 1,221	\$ 6,429	\$ 8,962	\$ 21,805	\$ 12,843
19	\$ 1,338	\$ 1,245	\$ 6,558	\$ 9,141	\$ 22,241	\$ 13,100
20	\$ 1,364	\$ 1,270	\$ 6,689	\$ 9,324	\$ 22,685	\$ 13,362
TOTAL	\$ 22,756	\$ 21,184	\$ 111,564	\$ 155,503	\$ 312,155	\$ 156,652

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of November, 2021.

(SEAL)

Secretary

PRELIMINARY AGREEMENT

THIS PRELIMINARY AGREEMENT dated as of November 9, 2021 between the ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the “Agency”), a public benefit corporation organized and existing under the laws of the State of New York, and RPNY SOLAR 5, LLC, a limited liability company organized and existing under the laws of the State of New York (the “Company”).

WITNESSETH:

WHEREAS, Onondaga County Industrial Development Agency is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 435 of the 1970 Laws of New York and Chapter 676 of the 1975 Laws of New York, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the purposes of the Act are to promote industry and develop trade and thereby advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of Onondaga County, New York and the State of New York, to improve their prosperity and standard of living and to prevent unemployment and economic deterioration; and

WHEREAS, by resolution adopted by the members of the Agency on November 9, 2021 (the “Approving Resolution”), the Agency determined to undertake a project (the “Project”) on behalf of the Company and/or entities formed or to be formed on behalf of the foregoing, consisting of the following: (A)(1) the acquisition of a leasehold interest in all or a portion of an approximately 27.65 acre parcel of land located at 7390 Kirkville Road (tax map no. 055.-01-10.1) in the Town of Manlius, Onondaga County, New York (the “Land”); (2) the construction on the Land of an approximately 6.95 acre solar power electric generating photo-voltaic plant (the “Facility”); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (subject to certain statutory limitations) (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company will be the owner and/or operator of the Project Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency and the Company agree as follows:

Article 1. Representations.

Among the representations that have resulted in the execution of this Preliminary Agreement are the following:

Section 1.01. The Company hereby represents to the Agency that:

(A) The completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of the Company or of any proposed occupant of the Project located in the State of New York.

(B) The Project Facility does not and will not constitute a project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project.

(C) The Project Facility is located entirely within the boundaries of Onondaga County, New York.

(D) The granting of the Financial Assistance by the Agency with respect to the Project will promote the health, general prosperity and economic welfare of the inhabitants of Onondaga County, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and will encourage and assist the Company in providing the Project.

Article 2. Undertaking on the Part of the Agency.

Based upon the statements, representations and undertakings of the Company and subject to the conditions set forth herein, the undertakings on the part of the Agency are as follows:

Section 2.01. If the Company complies with all conditions set forth in this Preliminary Agreement, then the Agency will (A) undertake the Project, and (B) grant certain Financial Assistance with respect to the Project; PROVIDED HOWEVER, that the foregoing obligation of the Agency to undertake the Project and to grant the Financial Assistance relating to the Project is subject to the conditions hereinafter contained in this Preliminary Agreement, including but not limited to the following conditions:

(A) An interest in the Project Facility shall be acquired by the Agency from the Company pursuant to one or more deeds, lease agreements, license agreements or other documentation to be negotiated between the Agency and the Company (hereinafter, collectively, the "Acquisition Agreement") which contains terms mutually acceptable to the Agency and the Company for the conveyance of an interest in the Project Facility to the Agency. The Acquisition Agreement and any other documents to be executed by the Agency and the Company in connection

with the Project (collectively, the “Project Documents”) shall in all respects comply with the requirements of, and limitations contained in, the Act;

(B) The Company shall have executed the Project Documents between the Agency and the Company the terms of which shall be acceptable in form and content to the Agency and the Company and pursuant to which, among other things, the Company shall be obligated to pay all costs incurred by the Agency with respect to the Project and/or the Project Facility, including all costs of operation and maintenance of the Project, all taxes and other governmental charges, any required payments in lieu of taxes, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project and/or the Project Facility (including reasonable counsel fees and out-of-pocket expenses), it being understood that the Company will, prior to or contemporaneously with the granting of the Financial Assistance, enter into such Project Documents;

(C) No event shall have occurred that constitutes (or that after notice or lapse of time or both would constitute) an event of default under the Project Documents;

(D) The Agency shall receive, in form and substance satisfactory to the Agency, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings as shall be specified by the Agency in connection with the Financial Assistance, the Project and the Project Documents, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings to be obtained from transaction counsel, counsel to the Agency and such other governmental and nongovernmental agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertaining thereto, and the same shall be in full force and effect at the time of the granting of the Financial Assistance; and

(E) Agreements shall be made as to (1) payments by the Company to or on behalf of the Agency of any required amounts in lieu of real property taxes, (2) indemnity by the Company of the Agency and the members and officers of the Agency, and (3) payment by the Company of the expenses incurred by the Agency in connection with the Project (including reasonable counsel fees and out-of-pocket expenses) and the administrative fee of the Agency, and such agreements shall be satisfactory in form and substance to the Agency.

Section 2.02. The obligations of the Agency pursuant to this Preliminary Agreement are subject to the conditions elsewhere contained in this Preliminary Agreement.

Article 3. Undertakings on the Part of the Company.

Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein, the undertakings on the part of the Company are as follows:

Section 3.01. The Company will enter into the Project Documents with the Agency containing the terms and conditions described in Section 2.01 hereof.

Section 3.02. The Company agrees that the Agency, its directors, members, officers, agents (except the Company) and employees shall not be liable for and agrees to defend, indemnify, release and hold the Agency, its director, members, officers, agents (except the Company) 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 Project Facility or arising by reason of or in connection with the use thereof or under this Preliminary Agreement, or (ii) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installation, owning and leasing of the Project Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein and all causes of action and reasonable attorneys' fees (whether by reason of third party claims or by reason of the enforcement of any provision of this Preliminary Agreement (including, without limitation, this Section)) and any other expenses incurred in defending any claims, suits or actions which may arise as a result 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, officers, agents (except the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence on the 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. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law, and upon the application of such prohibition by the final judgment or decision of a competent court of law, the remaining provisions of these indemnities shall remain in full force and effect.

Section 3.03. The Company will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 4. General Provisions.

Section 4.01. All commitments of the Agency under Article 2 hereof are subject to the condition that the following events shall have occurred not later than six (6) months from the date hereof (or such other date as shall be mutually satisfactory to the Agency and the Company):

- (A) The Agency and the Company shall have agreed on mutually acceptable terms and conditions of the Project Documents and any other agreements referred to in Articles 2 or 3 hereof;
- (B) All necessary governmental approvals shall be obtained; and
- (C) All other conditions expressed in this Preliminary Agreement shall have been satisfied.

Section 4.02. Subject to the terms and conditions of Section 4.03 hereof, the Company shall have the right to unilaterally cancel this Preliminary Agreement at any time on or before December 31, 2021 by written notice of cancellation delivered to the Agency at the address set forth in Section 4.04 hereof.

Section 4.03. If the events set forth in Section 4.01 hereof do not take place within the time set forth in said Section 4.01, or any extension thereof, or if the Company exercises its right of cancellation as set forth in Section 4.02 hereof, the Company agrees that (A) it will promptly reimburse the Agency (and its officers, members, agents or employees) for all reasonable and necessary actual out-of-pocket expenses (including reasonable legal fees and expenses) which the Agency (and its officers, members, agents or employees) may incur with respect to the execution of this Preliminary Agreement and the performance of its obligations hereunder; and (B) the obligations of the Company set forth in Section 3.02 hereof shall survive the termination of this Preliminary Agreement and shall remain in full force and effect until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described therein may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency (and its officers, members, agents or employees) relating to the enforcement of the provisions therein stated.

Section 4.04. (A) All notices and other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(i) TO THE AGENCY:

Onondaga County Industrial Development Agency
333 W. Washington Street, Suite 130
Syracuse, New York 13202

WITH A COPY TO:

Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attention: Jeffrey W. Davis, Esq.

(ii) IF TO THE COMPANY:

RPNY Solar 5, LLC
879 Sanchez Street
San Francisco, California 94114
Attention: Stephanie Loucas, Vice President, Development
WITH A COPY TO:

Young/Sommer LLC
Executive Woods
Five Palisades Drive
Albany, New York 12205
Attention: Rob Panasci, Esq.

(B) The Agency and the Company may, by notice given hereunder, designate any other or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 4.05. All covenants and agreements herein contained by or on behalf of the Agency and the Company shall bind and inure to the benefit of the respective successors and assigns of the Agency and the Company whether so expressed or not provided, however, upon execution and delivery of the Project Documents, this Preliminary Agreement shall terminate.

Section 4.06. The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his or her individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any action contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or of Onondaga County, New York and neither the State of New York nor Onondaga County, New York shall be liable thereon, and further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project.

Section 4.07. Notwithstanding any provision of this Preliminary Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (A) the Agency shall have been requested to do so in writing by the Company; and (B) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any member, officer, agent or employee of the Agency) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability and for the reimbursement of all such fees, expenses and other costs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the day and date first written above.

ONONDAGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Robert M. Petrovich
Executive Director

RPNY SOLAR 5, LLC

By: _____
Name:
Title:

Signature Page to Preliminary Agreement

RPNY SOLAR 5, LLC

**SEQRA RESOLUTION
(3101-21-13A)**

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**RESOLUTION OF THE ONONDAGA COUNTY
INDUSTRIAL DEVELOPMENT AGENCY DETERMINING
THAT A CERTAIN PROJECT FOR RPNY SOLAR 5, LLC
WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON
THE ENVIRONMENT PURSUANT TO THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT**

WHEREAS, Onondaga County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975 of the State of New York, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, RPNY Solar 5, LLC, a New York limited liability company (the “Company”), has submitted an application (the “Application”), on behalf of itself and/or entities formed or to be formed on its behalf, to the Agency, a copy of which Application is on file at the office of the Agency, which Application requests that the Agency consider undertaking a project (the “Project”) for the benefit of the Company and/or entities formed or to be formed on its behalf, said Project consisting of the following: (A)(1) the acquisition of a leasehold interest in all or a portion of an approximately 27.65 acre parcel of land located at 7390 Kirkville Road (tax map no. 055.-01-10.1) in the Town of Manlius, Onondaga County, New York (the “Land”); (2) the construction on the Land of an approximately 6.95 acre solar power electric generating photo-voltaic plant (the “Facility”); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (subject to certain statutory limitations) (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company requested that the Agency enter into a payment in lieu of tax agreement (the “Proposed PILOT Agreement”) with respect to the Project Facility; and

WHEREAS, pursuant to SEQRA, the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency, and the Agency’s approval of the Project and grant of Financial Assistance as limited by the definition in the third WHEREAS clause above constitutes such an action; and

WHEREAS, a prior SEQRA review covering the physical construction of the Applicant’s development was already concluded by the Town of Manlius Planning Board’s (“Planning Board”) issuance of a Negative Declaration dated March 8, 2021; and

WHEREAS, upon information and belief: (i) the Project’s scope has not changed in any material way since the Planning Board’s March 8, 2021 Negative Declaration that would affect the Agency’s current SEQRA review; and (ii) the action currently contemplated by the Agency does not involve or require Agency approval of any physical construction and is limited to the Agency’s approval of the Project and grant of Financial Assistance as defined in the third WHEREAS clause above; and

WHEREAS, to aid the Agency in determining whether the Project before it may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (“EAF”) dated December 21, 2020, a copy of which is on file in the office of the Agency and is readily accessible to the public; and

WHEREAS, the Agency has examined and reviewed the EAF in order to classify the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based upon an examination of the contents of the Application (including the EAF dated December 21, 2020), the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the area surrounding the Project, all the representations made by the Applicant in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) the Project consists of the components described above in the third WHEREAS clause of this resolution; and

(b) the Project constitutes an "Unlisted" action (as said quoted term is defined in SEQRA); and

(c) the Agency hereby reaffirms, accepts, and adopts the Planning Board's March 8, 2021 Negative Declaration issued for the Project, attached hereto as Exhibit "A", which concludes the Project's physical construction will not have a significant adverse effect on the environment; and

(d) the Agency's own approval of the Project will not have a significant adverse effect on the environment, and the Agency hereby issues a negative declaration pursuant to SEQRA in this regard.

Section 2. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

Section 3. The Agency hereby authorizes Agency staff or counsel to take all further actions deemed necessary and appropriate to fulfill the Agency's responsibilities under SEQRA.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Patrick Hogan			
Janice Herzog			
Victor Ianno			
Steve Morgan			
Susan Stanczyk			
Kevin Ryan			
Fanny Villarreal			

The Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of November, 2021.

(SEAL)

Secretary

SSC CICERO LLC

**RESOLUTION CONSENTING TO THE CHANGE IN OWNERSHIP OF THE
MEMBERSHIP INTERESTS IN THE COMPANY IN CONNECTION WITH FINANCIAL
ASSISTANCE PROVIDED FOR A PROJECT AND RATIFYING AND REAFFIRMING THE
APPROVING RESOLUTION
(3101-21-02B)**

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, second by _____,
to wit:

**RESOLUTION CONSENTING TO THE CHANGE IN OWNERSHIP OF THE
MEMBERSHIP INTERESTS IN THE COMPANY IN CONNECTION WITH
FINANCIAL ASSISTANCE PROVIDED FOR A PROJECT AND RATIFYING
AND REAFFIRMING THE APPROVING RESOLUTION**

WHEREAS, Onondaga County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York (the "State"), to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act), or

to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, SSC Cicero LLC, a Florida limited liability company (the “Company”), submitted an application (the “Application”), on behalf of itself and/or entities formed or to be formed on its behalf, to the Agency, a copy of which Application is on file at the office of the Agency, which Application requests that the Agency consider undertaking a project (the “Project”) for the benefit of the Company and/or entities formed or to be formed on its behalf, said Project consisting of the following: (A)(1) the acquisition of a leasehold interest in all or a portion of an approximately 56.89 acre parcel of land located at 5827 McKinley Road (tax map no. 099.-01-31.2) in the Town of Cicero, Onondaga County, New York (the “Land”); (2) the construction on the Land of an approximately 55.5 acre solar power electric generating photo-voltaic plant (the “Facility”); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from real property taxes and real estate transfer taxes (the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in the Application the Company listed its sole member as Summit Solar Capital LLC (the “Original Membership Owner”); and

WHEREAS, in connection with the Project, the Agency adopted a Public Hearing Resolution on September 14, 2021 and conducted a public hearing on October 4, 2021; and

WHEREAS, the Agency adopted an Approving Resolution at its October 19, 2021 meeting (the “Approving Resolution”); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), the Project had been subject to an environmental review pursuant to the requirements of the SEQR Act and the regulations thereunder, resulting in the issuance of a Negative Declaration by the Agency by resolution dated October 19, 2021 (the “SEQRA Resolution” and, collectively, with the Approving Resolution, the “Resolutions”); and

WHEREAS, at the time the Agency adopted the Resolutions, the Company’s sole member was the Original Membership Owner; and

WHEREAS, on October 19, 2021, the Agency received notice from the Company requesting the Agency’s consent to a change to the ownership of the membership interests in the Company pursuant to an Assignment Agreement, between the Original Membership Owner and GSRP Development Company X LLC (the “New Membership Owner”), whereby the Original Membership Owner would sell, assign, convey, deliver and transfer, and the New Membership Owner would accept, 100% of the membership interests in the Company; and

WHEREAS, the Agency and the Company have not closed on the straight-lease transaction associated with the Project and approved by the Agency in the Approving Resolution; and

WHEREAS, the Company has submitted and the Agency has reviewed the organizational documents of the New Membership Owner and the Company has answered the Agency's questions regarding the New Membership Owner and the impact of the change in ownership on the Project and the Financial Assistance previously granted by the Agency to the Company; and

WHEREAS, the Agency desires to consent to the change in ownership of the membership interest in the Company and ratify the Resolutions, including its approval of the Project and the grant of the Financial Assistance to the Company; and

WHEREAS, the change in the ownership of the membership interest in the Company is not material, will not result in any additional environmental impacts that were not addressed as part of the SEQRA determination, and does not require that the Agency alter or amend its prior negative declaration for the Project, which is hereby ratified and reaffirmed.

NOW, THEREFORE, be it resolved by the members of the Onondaga County Industrial Development Agency as follows:

Section 1. Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project constitutes a "project" within the meaning of the Act; and

(B) The change in ownership of the membership interests of the Company does not constitute a significant change from the original Project that was reviewed under the SEQRA Resolution and therefore no further or additional review under SEQRA is required; and

(C) The change in ownership of the membership interests of the Company is a not material change and does not require a change in the Financial Assistance previously approved by the Agency.

Section 2. The Agency hereby consents to the change in ownership of the membership interests of the Company, ratifies the Resolutions and reaffirms the approval of the grant of the Financial Assistance to the Company.

Section 3. The Chairman, Vice Chairman and/or the Executive Director of the Agency are hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Patrick Hogan			
Janice Herzog			
Victor Ianno			
Steve Morgan			
Susan Stanczyk			
Kevin Ryan			
Fanny Villarreal			

The Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”) said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of November, 2021.

(SEAL)

Secretary

**COR VAN RENSSELAER STREET COMPANY II, LLC AND
COR VAN RENSSELAER STREET COMPANY III, INC.**

**SALES AND USE TAX EXEMPTION EXTENSION RESOLUTION
(3101-15-14A)**

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

**RESOLUTION AUTHORIZING THE EXTENSION OF THE
SALES AND USE TAX EXEMPTION FOR COR VAN
RENSSELAER STREET COMPANY II, LLC AND COR VAN
RENSSELAER STREET COMPANY III, INC. AND
DETERMINING OTHER MATTERS IN CONNECTION
THEREWITH.**

WHEREAS, Onondaga County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York (the "State"), to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in

the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on December 15, 2015, the Agency adopted a resolution (the “Resolution”) whereby the Agency agreed to undertake a project (the “Project”) located in the City of Syracuse, County of Onondaga for the benefit of COR Inner Harbor Company, LLC, COR Van Rensselaer Street Company, LLC and COR Solar Street Company IV, LLC (collectively, the “Companies”) consisting of the following: (A) the construction and development of multiple structures which included an approximately 1,496,806 square foot mixed-use community consisting of (1) an approximately 219,608 square foot commercial retail space, (2) an approximately 108,000 square foot commercial office space, (3) an approximately 460,064 square foot residential apartment building, (4) an approximately 78,000 square foot extended stay hotel, (5) an approximately 225,000 square foot parking garage and (6) an approximately 199,000 square foot space to be used for educational, community and other not-for-profit purposes (collectively, the “Project Facilities”); and (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, mortgage recording taxes and real property taxes (the “Financial Assistance”); and

WHEREAS, pursuant to the Resolution, the Agency and the Companies entered into a Master Lease and Leaseback Agreement dated December 17, 2015 (the “Master Lease”); and

WHEREAS in accordance with the Master Lease requirements, COR Van Rensselaer Street Company II, LLC and COR Van Rensselaer Street Company III, Inc. (collectively, the “Sub-Project Companies”) submitted a sub-project notice for Parcels B2-4 and C-2, Inner Harbor Project dated February 4, 2016; and

WHEREAS, on February 9, 2016, the Agency adopted a resolution authorizing the sub-project (the “Sub-Project”) and appointing the Sub-Project Companies as agents of the Agency for sales and use tax purposes; and

WHEREAS, on November 10, 2020, the Agency adopted a resolution authorizing the extension of the Sub-Project Companies as agents of the Agency for sales and use tax purposes; and

WHEREAS, the authority of the Sub-Project Companies to act as agents of the Agency expires on December 31, 2021; and

WHEREAS, due to the COVID-19 pandemic, there have been unanticipated delays in the construction, installation and equipping of the Project Facility of the Sub-Project; and

WHEREAS, pursuant to correspondence dated September 24, 2021, the Sub-Project Companies have requested that the Agency extend its appointment of the Sub-Project Companies as agents of the Agency for State and local sales and use tax purposes until December 31, 2022; and

WHEREAS, in connection with the extension of the appointment of the Sub-Project Companies as agents of the Agency for sales and use tax purposes, the Agency and the Sub-Project Companies will enter into any necessary amendments to the documents executed in connection with the Project pursuant to which the Agency will extend the sales and use tax exemption with respect to the Project until December 31, 2022 (collectively, the “Sales Tax Documents”) and the Agency will file one or more Forms ST-60 with the State Department of Tax and Finance (collectively, the “Form ST-60”); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), the Agency must determine the potential environmental significance of the extension of the appointment of the Sub-Project Companies as agents of the Agency for sales and use tax purposes through December 31, 2022, the execution and delivery of Sales Tax Documents and the filing of the Form ST-60 (collectively, the “Transaction”);

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY OF ONONDAGA INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Pursuant to SEQRA, the Agency hereby finds and determines that:

(A) Pursuant to Section 617.5(c)(26) of the Regulations, the Transaction is a “Type II action” (as said quoted term is defined in the Regulations); and

(B) Therefore, the Agency hereby determines that no environmental impact statement or any other determination or procedure is required under the Regulations with respect to the Transaction.

Section 2. The Agency, based upon the representations made by the Sub-Project Companies to the Agency, hereby finds and determines that:

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

(B) The extension of the appointment of the Sub-Project Companies as agents of the Agency for sales and use tax purposes will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of the County of Onondaga and the State and improve their standard of living and will serve the public purposes of Article 18-A of the General Municipal Law by increasing the overall number of private sector jobs in the State.

Section 3. In consequence of the foregoing, the Agency hereby determines to extend the appointment of the Sub-Project Companies as temporary agents of the Agency for sales and use tax purposes until December 31, 2022. The Agency is hereby authorized to do all things

necessary or appropriate for the accomplishment of the foregoing, and all acts heretofore taken by the Agency with respect thereto are hereby approved, ratified and confirmed.

Section 4. The Agency is hereby authorized to execute and deliver the Sales Tax Documents and execute and file the Form ST-60.

Section 5. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Sub-Project Companies shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State sales and use tax exemption benefits.

Section 6. (A) The Chairman, Vice Chairman and the Executive Director of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Sales Tax Documents and execute and file the Form ST-60 and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, such documents to be in form and substance satisfactory to the Chairman, Vice Chairman or the Executive Director and the Agency Counsel, the execution thereof by the Chairman, Vice Chairman or the Executive Director to constitute conclusive evidence of such approval.

(B) The Chairman, Vice Chairman and the Executive Director of the Agency are each hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency.

Section 7. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Sales Tax Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Sales Tax Documents binding upon the Agency.

Section 8. Neither the members nor officers of the Agency, nor any person executing the Sales Tax Documents on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution, issuance or delivery thereof or the transaction contemplated thereby.

Section 9. The Chairman, Vice Chairman and/or the Executive Director of the Agency are hereby authorized and directed to distribute copies of this Resolution to the Sub-Project Companies and to do such further things or perform such acts as may be necessary or convenient to implement that provisions of this Resolution.

Section 10. This Resolution shall take effect immediately.

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

AYE

NAY

ABSENT

Patrick Hogan
Janice Herzog
Victor Ianno
Steve Morgan
Susan Stanczyk
Kevin Ryan
Fanny Villarreal

The Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of November 2021.

(SEAL)

Secretary

RESOLUTION

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time, at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY.

WHEREAS, Onondaga County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”), Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975 of the State of New York, as amended (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York (the “State”), to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Agency believes acquiring property that becomes currently available can spur economic growth by eliminating property acquisition time and costs for developers with the ability to bring various industries to Onondaga County; and

WHEREAS, Agency staff has identified parcels of land (each a “Development Parcel”) the acquisition of which would allow the Agency to market prime property to interested economic developers; and

WHEREAS, pursuant to a resolution dated September 22, 2020, the Board authorized the Executive Director to enter into option agreements (each an “Option Agreement”) providing the Board, it its sole and absolute discretion, with the option to purchase each Development Parcel in exchange for a fee; and

WHEREAS, the Agency entered into an Option Agreement with certain persons (collectively, the “Seller”) for a certain parcel of real property owned by the Seller located at 8718 Burnet Road in the Town of Clay, County of Onondaga, State of New York with a current Tax ID#: 049.-01-05.0 (the “Property”); and

WHEREAS, the Agency wishes to exercise its option to purchase the Property pursuant to the Option Agreement between the Agency and the Seller; and

WHEREAS, the Seller has submitted to the Agency a purchase and sale contract (the “Purchase Agreement”) specifying the terms and conditions pursuant to which the Seller would agree to sell the Property to the Agency; and

WHEREAS the Executive Director has negotiated the Purchase Agreement with the guidance of Agency counsel and finds the terms to be fair and satisfactory for the Agency; and

WHEREAS, the Agency desires to purchase the Property from the Seller pursuant to the terms of the Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. It is the policy of the State to promote the economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

Section 2. The form and substance of the Purchase Agreement (in substantially the form presented to this meeting and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 3. (A) The Executive Director is hereby authorized, on behalf of the Agency, to exercise the option pursuant to the Option Agreement between the Agency and the Seller; (B) the Executive Director is hereby further authorized, on behalf of the Agency, to execute and deliver the Purchase Agreement in substantially the form thereof presented to this meeting; and (C) the Executive Director is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency.

Section 4. The Chairman, Vice Chairman and/or Executive Director of the Agency are hereby authorized and directed to distribute copies of this Resolution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Patrick Hogan			
Janice Herzog			
Victor Ianno			
Steve Morgan			
Susan Stanczyk			
Kevin Ryan			
Fanny Villarreal			

The Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of November, 2021.

(SEAL)

Secretary

PURCHASE OF REAL PROPERTY

SEQRA RESOLUTION

A regular meeting of the Onondaga County Industrial Development Agency convened in public session on November 9, 2021, at 8:00 a.m., local time, at 333 West Washington Street, Syracuse, New York.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

ALSO PRESENT: Robert M. Petrovich, Executive Director
Jeffrey W. Davis, Esq., Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

RESOLUTION OF THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY DETERMINING THAT THE ACQUISITION OF PROPERTY ADJACENT TO THE WHITE PINE COMMERCE PARK WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON THE ENVIRONMENT PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

WHEREAS, Onondaga County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975 of the State of New York, as amended, constituting Section 895 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in

the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Agency believes acquiring property that becomes currently available can spur economic development by eliminating property acquisition time and costs for developers with the ability to bring various industries to Onondaga County; and

WHEREAS, the Agency currently owns White Pine Commerce Park (the “Park”) located northeast of the intersection of NYS Route 31 and Caughdenoy Road in the Town of Clay, Onondaga County, New York; and

WHEREAS, to improve the Agency’s ability to market the Park to a larger, more diverse mix of large- and small-scale manufacturing and industrial developers, the Agency proposes to expand the existing Park to approximately 1,250+/- acres by acquiring additional acreage to the north and east of the existing Park footprint, with such additional acreage comprised of certain parcels contiguous to the current Park, and which are generally located along NYS Route 31 and the east and west sides of Burnet Road (the “Project” or “Action”); and

WHEREAS, the Project includes the acquisition of additional acreage for the purpose of expanding the footprint of the Park; and

WHEREAS, certain persons (collectively, the “Seller”) own a certain parcel of real property located at 8718 Burnet Road (Tax ID No. 049.-01-05.0) in the Town of Clay, County of Onondaga, State of New York, which is located within the expanded footprint of the Park (the “Property”); and

WHEREAS, the Seller has submitted to the Agency a purchase and sale contract (the “Purchase Agreement”) specifying the terms and conditions pursuant to which the Seller would agree to sell the Property to the Agency; and

WHEREAS, the Executive Director has negotiated the Purchase Agreement with the guidance of Agency counsel and finds the terms to be fair and satisfactory for the Agency; and

WHEREAS, the Agency desires to purchase the Property from the Seller pursuant to the terms of the Purchase Agreement;

WHEREAS, pursuant to SEQRA, the Agency is required to make a determination with respect to the environmental impact of any Type I or Unlisted “action” (as defined by SEQRA) to be taken by the Agency, and the acquisition of the Property constitutes such an action; and

WHEREAS, the Park was already the subject of a prior Generic Environmental Impact Statement (“GEIS”) that duly investigated and assessed the potential environmental impacts arising from the Park’s overall establishment and operation, concluding that all identified

potentially significant impacts of same had either been avoided or mitigated to the maximum extent practicable; and

WHEREAS, the Agency prepared and completed a Full Environmental Assessment Form (the “FEAF”) to aid in determining whether undertaking the Project, including acquisition of the Property, requires a Supplemental GEIS (“SGEIS”); and

WHEREAS, based upon an examination of the FEAF prepared for the Project, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project, and such further investigation of the Project and its potential significant environmental impacts as the Agency has deemed appropriate, at a regularly scheduled meeting on December 8, 2020, the Agency: (i) determined that the Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA), (ii) determined that the Project required a coordinated review under SEQRA, (iii) issued a positive declaration under SEQRA for the Project determining that the Project may result in one or more significant adverse impacts to the environment, and (iv) determined that the preparation of a SGEIS was necessary to adequately identify and evaluate potential significant adverse impacts associated with the Project that are not addressed or were inadequately addressed in the existing GEIS; and

WHEREAS, the Agency prepared a Draft SGEIS for the Project; and

WHEREAS, the Agency determined by resolution dated May 6, 2021 that the Draft SGEIS was complete and adequate for public review; and

WHEREAS, upon notice in a newspaper of general circulation in Onondaga County, public comments on the Project and the Draft SGEIS were received by the Agency at a public hearing, held virtually in accordance with the modifications to Article 7 of the Public Officers Law (the “Open Meetings Law”) as modified by the New York Governor’s Executive Order 202.79, on May 24, 2021; and

WHEREAS, written comments on the Project and the Draft SGEIS were received by the Agency during the public comment period from May 6, 2021 to June 11, 2021; and

WHEREAS, in consideration of and in response to the comments received, the Agency caused to be prepared a Final SGEIS; and

WHEREAS, the Agency subsequently reviewed, revised, and finalized the Final SGEIS, and, by resolution dated July 16, 2021, determined the Final SGEIS was complete; and

WHEREAS, the Final SGEIS and Notice of Completion of Final SGEIS were filed in accordance with SEQRA on July 16, 2021; and

WHEREAS, the Agency caused the Notice of Completion of Final SGEIS to be published in the Environmental Notice Bulletin on July 21, 2021 in accordance with SEQRA (6 N.Y.C.R.R. § 617.12(c)(1)); and

WHEREAS, more than ten days passed since the acceptance and filing of the Final SGEIS; and

WHEREAS, the Agency received and considered input from involved and interested agencies, legal and engineering consultants, and other relevant information; and

WHEREAS, by resolution dated July 27, 2021, as a result of its independent examination and review, the Agency found that, on balance, and after due consideration of all relevant documentation and related information, it had more than adequate information to evaluate the relevant benefits and potential impacts of the Project and to issue a Findings Statement concerning the Project, which is attached hereto as Exhibit A; and

WHEREAS, the facts and conclusions set forth in the Findings Statement are derived from the Draft SGEIS and Final SGEIS, other documents, reports, submittals and other relevant information, including the personal knowledge and familiarity of the Agency's members with the Project and surrounding area, comprising the record of the Agency's deliberations concerning the Project, and the Findings Statement serves as the basis of the Agency's decision; and

WHEREAS, the Project, from among reasonable alternatives, is one which minimizes or avoids adverse environmental effects to the maximum extent practicable; and

WHEREAS, consistent with social, economic and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the Final SGEIS process will be minimized or avoided by incorporating as conditions those mitigative measures which are identified as practicable throughout the annexed SEQRA Findings Statement and Final SGEIS and to document the factors and standards considered by the Agency in making this decision;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

(1) Based upon an examination of the EAF prepared for the Project, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the Property, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the acquisition of the Property pursuant to SEQRA:

(a) The Project included the acquisition of the Property, and such acquisition was included in the Agency's SEQRA review of the Project, including the evaluation of relevant impacts, facts, and conclusions associated with the expansion of the Park;

(b) The Draft SGEIS, Final SGEIS, and Findings Statement adopted by the Agency evaluated the relevant impacts, facts, and conclusions associated with the acquisition of additional acreage, including the Property, to accommodate the expansion of the Park;

(c) The Agency determined that the Project (including the acquisition of additional acreage, including the Property), from among reasonable alternatives, is one which minimizes or avoids adverse environmental effects to the maximum extent practicable;

(d) The acquisition of the Property will be carried out in accordance with the conditions and thresholds established in the Final SGEIS and/or Findings Statement, thus avoiding, minimizing or mitigating, as reasonably practicable, adverse environmental impacts.

(2) A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

(3) The Agency's counsel is hereby authorized and directed to distribute and file this Resolution in accordance with the requirements of SEQRA.

(4) This Resolution shall take effect immediately.

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

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
Patrick Hogan			
Janice Herzog			
Victor Ianno			
Steve Morgan			
Susan Stanczyk			
Kevin Ryan			
Fanny Villarreal			

The foregoing resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of the Onondaga County Industrial Development Agency, DO HEREBY CERTIFY that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law, and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of November, 2021.

(SEAL)

Secretary

Exhibit A