



FTZ #90 Zone Schedule

2018

Onondaga County Office of
Economic Development

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Introduction

This Zone Schedule (Schedule) has been adopted by the Onondaga County Office of Economic Development, acting in its capacity as the Grantee of Foreign Trade Zone Number 90 (FTZ #90) and shall govern all operations taking place within FTZ #90.

1. General

- 1.1 Schedule Content: This Schedule contains the internal rules and regulations governing the use of FTZ #90 by Operators, Users and all other persons or entities. The Schedule also includes the rates and charges applicable to the use of FTZ #90. This schedule is intended to conform with and supplement the Foreign Trade Zones Act (Act) and the rules and regulations of the Federal Foreign Trade Zone Board (Board) and United States Customs and Border Protection (CBP). The effective date of this Schedule is set forth on the cover page.
- 1.2 Amendment and Interpretation: Subject only to the requirements of the Act and the FTZ Regulations, this Schedule may be modified, amended, or replaced by the Grantee at any time, if the Grantee determines it to be necessary or appropriate to do so. Grantee shall, in its sole discretion, interpret the provisions of this Schedule and determine the applicability of any of its provisions. The Grantee shall also have complete authority governing the imposition of the rates and charges provided for herein, including a decision to waive any such rate or charge in whole or in part.

2. Definitions

- 2.1 Act: means the Foreign Trade Zones Act of June 18, 1934 (48 Stat. 998-1003; 19 USC 81 81a-81u), as amended.
- 2.2 Activation: Approval by the Grantee and CBP Port Director permitting operations to begin which allow the admission and handling of merchandise in zone status.
- 2.3 Activated Area: means a Zone site or Subzone or any portion thereof that has been activated pursuant to the Act.
- 2.4 Admission: The physical arrival of goods into a zone, in a specified zone status, with the appropriate approvals of the zone Grantee and CBP. The word “admission” is

- used instead of “entry” to avoid confusion with CBP entry processes under Parts 141-144 of CBP Regulations.
- 2.5 Alternative Site Framework/ASF: means the operating structure which transforms a general purpose zone by creating a defined “Service Area” comprising of one or more Counties within a specified Customs District where a usage driven site can be established in approximately thirty (30) days or a traditional “magnet” site can be established in approximately six (6) to ten (10) months if certain criteria are met.
- 2.6 Board: means the U.S. Foreign Trade Zones Board of the United States Department of Commerce, as established by the Act.
- 2.7 CBP: means the United States Customs and Border Protection Service.
- 2.8 CBPF: means Customs Forms as used in the Regulations, which will typically be paired with a specific number used by CBP to stipulate the use of such form.
- 2.9 CBP Regulations: means 19CFR 146 that governs the activities of Operators within the Zone, the admission, manipulation, manufacture or exhibition of merchandise within the Zone; the exportation of merchandise from the Zone; the transfer of merchandise from one zone to another; and the transfer of merchandise from the Zone into Customs Territory.
- 2.10 Customs Territory: Customs territory is the territory of the U.S. in which the general tariff laws of the U.S. apply. Customs territory of the United States includes only the States, the District of Columbia and Puerto Rico. (General Note 2, Harmonized Tariff Schedule of the United States (19 U.S.C. 1202.)
- 2.11 Direct Delivery: A procedure for delivery of merchandise to a zone without prior application and approval on CBP Form 214; designed for low-risk, repetitive shipments whose ordering and timing are under the control of the Operator/User. Approval to utilize direct delivery must be obtained from the Port Director.
- 2.12 Domestic Merchandise: means merchandise which has been i) produced in the United States and not exported, or ii) previously imported into the Customs Territory of the United States and properly released from CBP's custody. Foreign merchandise on which all necessary and applicable duties and taxes have been paid, and upon which no drawback has been claimed, is considered Domestic Merchandise when admitted to a foreign-trade zone.
- 2.13 FTZ: means Foreign Trade Zone (capitalized or not) as defined by the Act.

- 2.14 FTZ Regulations: means Title 15, Code of Federal Regulations (CFR), Part 400, as presently constituted and as amended from time to time, which governs the grant of authority, the establishment and maintenance of FTZ's by Grantees.
- 2.15 General Purpose Zone: means those portions of the Zone used for the general import, storage, and distribution of merchandise which do not involve production.
- 2.16 Grant: means the authorization, as amended, issued to the Grantee that established the Zone, pursuant to Board Order Number 230, dated November 16, 1983.
- 2.17 Grantee: means the County of Onondaga - Office of Economic Development as the recipient of the Grant, approved pursuant to Board Order 230 issued November 16, 1983, and subject to the requirement of Title 15 CFR Part 400, this Schedule and all other applicable federal, state, and local statutes and regulations.
- 2.18 Harmonized Tariff Schedule of the United States (HTSUS): Published by the US International Trade Commission, the HTSUS is used in the classification of imported merchandise for rates of duty and statistical purposes.
- 2.19 Inverted Tariff Structure: Where imported parts are dutiable at higher rates than the finished product into which they are incorporated.
- 2.20 Magnet Site: means large industrial/commercial sites intended to attract multiple potential FTZ operators/users meeting criteria established by the Grantee in accordance with the Act.
- 2.21 Modification:
- a) Major Modification: means a proposed change to a zone that requires action by the Board.
 - b) Minor Modification: means a proposed change to a zone that may be authorized by the Executive Secretary of the Board.
- 2.22 Operating Agreement: means a written agreement between the Grantee and any Operator utilizing the Zone that established the rules, procedures and requirements for the Operator's use of the Zone.
- 2.23 Operating Procedures: means the inventory control and record keeping system that will be used in the Zone, specified in writing and certified by the Operator to CBP and the Grantee to meet the requirements of Subpart B of 19 CFR 146.
- 2.24 Operator: means any company or other entity that executes an Operating Agreement with the Grantee and that assumes the responsibilities enumerated by

- Operating Agreement and 19 CFR 146. Operators and Users may be the same person or entity.
- 2.25 Port Director: means the local CBP Port Director with jurisdiction over the Syracuse Hancock Airport Port of Entry and the Zone pursuant to Section 4.02(h) of 15 CFR 15.
- 2.26 Port of Entry: A place designated by the US Government at which CBP personnel is assigned with authority to accept entries of merchandise, collect duties and enforce the various provisions of CBP laws.
- 2.27 Production: means activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use, or activity involving a change in the condition of the article which results in a change in the customs classification of the article or in its eligibility for entry for consumption.
- 2.28 Regulations: collectively means 15 CFR 400 and 19 CFR 146.
- 2.29 Schedule: means this Schedule of rules, regulations and fees issued and promulgated by the Grantee.
- 2.30 Service Area: means the designated Counties (Onondaga, Cayuga, Oswego, and Madison) approved by the FTZ Board in the Alternative Site Framework application where Grantee proposes to designate sites via minor boundary modifications under the ASF.
- 2.31 Subzone: means a site (or group of sites) established for a specific use.
- 2.32 Sunset Provision: Magnet sites have a rolling five year sunset provision where at least a portion of the magnet site must be activated. A usage driven site/subzone must demonstrate actual zone activity within three years.
- 2.33 Usage Driven Site: means a site tied to a single operator or user under the ASF.
- 2.34 User(s): means those person or entities utilizing the services of any Operator of a Zone Site. Users and Operators may be the same person or entity.
- 2.35 Weekly Entry Procedures: A CBP procedure that permits selected qualified zones and subzones to file a weekly entry on CBPF 3461 for the estimated removals of merchandise destined for domestic consumption during the following business week.
- 2.36 Zone: means the aggregate of all Zone Sites within FTZ #90.

- 2.37 Zone Site: means each separate area comprising the Zone and its Subzones including the buildings and facilities located within that particular area that are utilized by an Operator while exercising the rights and privileges granted it pursuant to its Operating Agreement with the Grantee.
- 2.38 Zone Status: means status of merchandise that is brought into the Zone or any of its Subzones. Merchandise shall be identified according to its type of status:
- a) Privileged Foreign Status: is the status that will be given to foreign merchandise or non-tax paid domestic merchandise upon which the duty and applicable taxes have been determined at the time the status is approved according to a CBPF 214. Once they have been determined, the duty rate and taxes are not subject to future fluctuation. Once established, the Privileged Foreign Status given to merchandise cannot be changed. If merchandise has already been admitted into the Zone and given Non-Privileged Foreign Status, Privileged Foreign Status for that merchandise may be requested by filing CBPF 214, CBPF 7502 and related documents. Application for Privileged Foreign Status must be filed prior to manipulation or manufacture of any merchandise.
 - b) Non-Privileged Foreign Status: is the status that will be given to foreign merchandise or non-tax paid domestic merchandise upon which the duty and applicable taxes will be determined at the time the merchandise enters Customs Territory from the Zone for consumption.
 - c) Domestic Status: is the status that will be given to merchandise that is comprised of i) U.S. products on which all internal revenue taxes have been paid; or ii) imported merchandise on which all duty and/or taxes have been paid; or iii) imported merchandise which is free of duty and tax.
 - d) Zone Restricted Status: is the status that will be given to merchandise entering the Zone for the purpose of exportation or destruction (other than alcoholic spirits or beverages). Merchandise with Zone Restricted Status may not be returned to any geographic area under CBP jurisdiction for domestic consumption except as approved by the Board.

3. Authority

- 3.1 The Zone has been established pursuant to the Grant subject to oversight by the Grantee and all activities within the Zone. All persons doing business within the Zone and all operations moving merchandise into or out of the Zone must strictly conform to the Act, the Regulations, this Schedule and all other applicable federal, state, and local laws, rules and regulations.

4. Zone to be Operated in the Public Interest

- 4.1 **Uniform Treatment:** The Grantee shall have the responsibility of ensuring that the needs of the business community utilizing the port of entry for the Zone are reasonably served and that the Zone is being operated in the public interest affording uniform treatment to all Operators and Users operating under like circumstances. The Grantee will ensure that rates and charges imposed according to this Schedule will be fair and reasonable taking into account the costs and expenses of the Grantee.
- 4.2 **Potential Detriment to Public Interest:** In accordance with the FTZ Regulations, the Board may restrict or prohibit any operation in the Zone that the Board deems detrimental to public interest, health and/or safety. Any party that is concerned that it is or may be adversely affected by any Zone operation may submit written comments to the Board relative to these concerns, if the Grantee is unable to resolve the party's concerns. Comments must stipulate how the activity in question is or would be detrimental to the public interest, health and/or safety.

5. Zone Regulation: Rules and Policies

- 5.1 **General Policy:** It is the policy of the Grantee to promote the use of the U.S. Foreign Trade Zone program and FTZ #90. The Grantee shall encourage companies that can benefit from the activities allowed under the Act to invest resources and create jobs for the purpose of increasing international commerce.
- 5.2 **Qualifications:** Persons and business entities may qualify as Operators or Users of the Zone provided they have:
 - a) Satisfied any requirements imposed by CBP,

- b) Executed the necessary Operating Agreement with the Grantee,
 - c) Conformed with all federal, state and municipal statutes and regulations, including but not limited to, the CBP Regulations, and
 - d) Have filed a schedule of rates and charges with the Grantee, if applicable. Any Operator that does not file a schedule with the Grantee is restricted to handling only its own merchandise.
- 5.3 Non-Reliance: Users contemplating the utilization of an Operator's services should not rely solely upon the schedule for that Operator that is on file with the Grantee. The User should always contact the Operator Directly for current quotes of rates and rules relating to the User's cargo to be handled by that Operator.
- 5.4 Local Requirements: Operators and Users, whether operating on or off of property owned by the Grantee, shall comply with all requirements of applicable local laws, including the provisions of local zoning ordinances.
- 5.5 Other Requirements: Operators and Users shall comply with all rules or regulations promulgated by Federal, State, and Local agencies, including the Grantee, having jurisdiction of imports and/or exports, including but not limited to: the Food and Drug Administration; Fish and Wildlife Commission; Environmental Protection Agency; Department of Defense; Import Administration; Export Administration; U.S. Census Bureau; Bureau of Alcohol, Tobacco & Firearms; and any other agencies related to the import and export of merchandise. Operators and Users shall cooperate fully with all such agencies.
- 5.6 Use of Grantee Owned Facilities: In the event an Operator or User is utilizing a facility owned by the Grantee as a Zone Site, the Operator or User shall maintain that facility in accordance with its Operating Agreement(s) with the Grantee.
- 5.7 Application to the Board: The Grantee shall have the primary responsibility for filing applications with the Board requesting modifications to the Grant. Requests for modification to the Grant may include expansion of the Zone, Zone boundary modifications, subzone applications, and/or changes in the scope of authority. However, a potential Operator or User may file an application directly with the Board subject to the approval of the Grantee and the Port Director evidenced by a letter of concurrence from each when required.

- 5.8 Interpretation of this Schedule: Whenever interpretation of the provisions of this Schedule become necessary, such interpretation shall be made in accordance with the Regulations and the Laws of the State of New York.

6. Grantee Services for the benefit of Operators/Users:

- 6.1 Annual Report: The Grantee shall prepare and submit an Annual Report to the Board in the format prescribed by the Board to maintain Zone status for FTZ #90.
- 6.2 Monitoring of Foreign Trade Zone Regulations: The Grantee shall monitor in a timely fashion the federal rules and regulations for FTZ operations by reviewing relevant publications such as the *Federal Register*, and by maintaining its membership in the National Association of Foreign Trade Zones (NAFTZ), including attendance at a minimum of one of the Association's conventions, seminars, and workshops. The Grantee shall notify Operators and Users of any actual or proposed changes or revisions to the rules and regulations or their interpretation which might affect Zone operations.
- 6.3 Government and Agency Liaison: The Grantee shall act as liaison between the Operator/User and State and local government agencies, as necessary, to assist the Operator in complying with all applicable State and local regulations affecting Zone operations.
- 6.4 Application for Boundary and Production Authority Modifications: The Grantee shall prepare applications to the Board and CBP for any Zone modifications at the request of and with the assistance of Operators and Users.
- 6.5 Maintenance of the Grant of Authority and Promotion of Zone Activities: The Grantee shall perform all tasks and activities necessary to ensure the continuation of its Grant of Authority for FTZ #90. The Grantee shall promote community understanding and acceptance of the Foreign Trade Zone program in regard to its public benefits.

7. Operations Within the Zone

- 7.1 CBP Approval: No Operator or User shall commence operations within the Zone or a Subzone without having first received approval for activation from the Port Director.

- 7.2 FTZ Operations Manual: Operator/User shall establish standards of operation and management in a *Foreign Trade General Purpose Zone/Subzone Operations Manual* so as to conform to requirements of the Board and Customs, and to require conformance thereto by all persons, firms, and corporations admitted by it to the Zone.
- 7.3 Right of Entry: Direct employees of the Grantee, the Board, CBP, and other authorized U.S. Government officers shall have the right to enter the Zone at any time for the authorized and lawful purpose of examining same; conferring with Operator/User, its agents, invitees, and employees on the premises; inspecting and checking operations, supplies, equipment, and merchandise; and determining whether business is being conducted in accordance with the required Zone procedures. All such entries shall be made in accordance with the Operator/User's established security procedures and with reasonable notice.
- 7.4 Treatment of Merchandise in the Zone:
- a) Admission: Admission of merchandise into the Zone must be approved by the Port Director. Admission may also be conditioned upon the approval of any other state or federal agency having jurisdiction over such merchandise.
 - b) Status of Merchandise: Status of merchandise in the Zone shall be determined according to the provisions of Section 2.31 of this Schedule and shall be approved by the Port Director.
 - c) General Purpose: Merchandise may be imported, exported, stored, labeled, exhibited, separated, sorted, graded, cleaned, and/or mixed with foreign or domestic merchandise within the Zone. Distribution of merchandise into Customs Territory or export of merchandise from the Zone shall be processed in accordance with the Act, the Regulations and CBP directives.
 - d) Production in the Zone: No production activity, as defined by the Regulations, shall take place in the Zone unless the Operator or User has submitted a Production Notification to the Board and/or the Zone Site has been approved by the Board for production activity.
- 7.5 Sunset Provision: All Zone operators in general purpose zone/magnet sites are subject to sunset provisions. A usage-driven/subzone site Operator must demonstrate bone-fide zone activity within three (3) years from the date the site was

first approved by the Board or lose zone status. If an operator is located in a magnet site, the operator or another operator in the magnet site must activate a portion of the magnet site within five (5) years from the date the site was first approved by the Board. Failure to meet the sunset provision will result in an automatic deletion of zone status. Grantee will not be held liable for any difficulties this may create for an operator.

- 7.6 Prohibited Use: The Zone shall not be used to circumvent trade laws and directives of the United States, nor shall the Zone be used for any activities that do not comply with any other federal, state, and municipal law or regulation.
- 7.7 Property Ownership: The Grantee may renew zone status for a property if it is not activated within five (5) years. Zone status is a “privilege” not a “right” which is provided to Grantees only under the Act. Property owners are not specifically included and the Board does not have the legal right to grant them the privilege of zone status.
- 7.8 Retail Trade: No retail trade shall be conducted within the activated areas of the Zone.
- 7.9 Residence within the Zone: No person or persons shall reside within the activated area of the Zone.
- 7.10 Controlled Access to the Zone: All persons and vehicles entering and leaving each Zone Site shall do so only through designated entrances to and exits from activated areas. All such persons and vehicles shall comply at all times with the requirements of CBP, the Grantee, and/or Operator relating to ingress to and egress from the Zone.
- 7.11 Reporting
 - a) Annual Report: All Operators and/or Users are required to compile an annual report in the format prescribed by the Board using the Online FTZ Information System (OFIS) within 30 days after the close of the annual reporting period. The report shall address the activated areas of the Zone detailing the total value of cargo that was handled in the Zone for the reporting period specified. Each Operator and/or User shall be provided with a unique ID number and password to access the system.

- b) Other Reports: The Grantee or the Operators may be required from time to time to furnish information to other governmental entities. The Operators and Users of the Zone shall cooperate and provide any information necessary to comply with mandates of other governmental entities possessing jurisdiction over cargo handled through the Zone.
 - c) Confidentiality: To the extent permitted by the laws of the State of New York, the Grantee will avoid disclosing proprietary information regarding an Operator's or User's activities and handling of merchandise within the Zone.
- 7.12 Prior Disclosure: In the event an Operator or User discovers any error or violation related to the handling or reporting of merchandise in the Zone, the Operator or User shall report such error or violation to CBP as soon as reasonably practical.
- 7.13 Indemnification: All Operators and Users operating within the Zone shall be required to indemnify, defend, and hold harmless Grantee, its officers, employees, and any of its agents or representatives from all claims and demands including, but not limited to, claims and demands for personal injuries, including death, and for property damage and for any other loss, arising out of or connected or related in any way to the activities of the Operator or User, its agents, officers, representatives, employees, or contractors within the Zone or in connection with any of its activities or responsibilities related to its use of the Zone. Without limiting the generality of the foregoing, it is understood that Operators and Users recognize that this indemnification includes any liability resulting from all claims and demands prosecuted by any governmental agency, department, or other entity or person, including without limitation, any claim or demand made by the CBP for lost duty, penalties, fines, and liquidated damages. In the event any claim or demand is asserted against the Grantee in connection with the operation by any Operator or User of the Zone, Grantee shall promptly notify such Operator or User in writing of such claim or demand. Such Operator or User shall be responsible for the cost of the Grantee's defense.
- a) Without limiting the Grantee's rights as provided herein, the Grantee is not obligated to, and does not intend to monitor day-to-day activity of the Zone, and the appearance of its name on documentation shall not be construed as a representation that the Grantee has any knowledge, actual or constructive, of

the quantity, character, status, designation, identification, or time of admission, transfer or release of goods into or from the Zone, and that any information contained on such documentation are the representations solely of the Operator/User and not of the Grantee.

7.14 Insurance

- a) On Facilities not Owned by Grantee: Whether using facilities owned by the Grantee or not, all Operators and/or Users shall at all times during the term of their respective Operating Agreements carry and keep in for comprehensive general liability insurance policies, issued by an insurance carrier or carriers acceptable to Grantee, providing standard coverage for the Commercial General Liability in amounts of not less than a limit of \$2,000,000 General Aggregate in combined single limit of liability for personal and bodily injury, property damage, and fire legal liability, naming and endorsing the Grantee as an additional insured thereunder. Operator will furnish Grantee with certificate evidencing such insurance, which certificate shall provide that there shall be no reduction or cancellation of, or failure to renew such insurance without thirty (30) days written notice to Grantee.
- b) On Grantee Owned Facilities: In addition to the above referenced insurance coverage, an Operator or User shall carry and provide the Grantee proof of insurance coverage specified within the Operator's or User's separate Lease Contract with Grantee for the facilities specified.

8. *Payment of Fees and Charges*

8.1 Rates: Operators and Users shall pay Grantee for services rendered at the rate published on Schedule A attached to this document.

8.2 Administrative Expenses:

- a) Administration Charges: The Operator/User agrees to pay, or cause to be paid, all costs and expenses which the Operator incurs for the preparation of an Application to the Board, contractual agreements, and any other activity necessary to secure the Grant of Authority by the Board. Once approval is obtained from the Board, Operator agrees to pay, or cause to be paid, all

- expenses, and taxes (if any) which it incurs for the operation of the Zone Site, including but not limited to, the reasonable costs of construction, installation, improvements, security, maintenance, inventory control systems, and personnel, and as otherwise provided herein.
- b) CBP Administration and Bond Expense: The Operator shall pay the full cost of any administrative fee or bond required by CBP for operation of the Zone Site. The Grantee shall request CBP to bill the Operator/User directly or to accept the bond directly from the Operator/User.
- 8.3 Application Fee: Upon acceptance for filing of the completed Zone Application by the Board or upon execution of an Operating Agreement with the grantee, whichever occurs later, the Operator/User shall pay the Grantee a one-time application fee to compensate the Grantee for all costs incurred by the Grantee in reviewing the Zone Application and Operating Agreement.
- 8.4 Annual Service Fee: The Operator/User shall pay the Grantee an Annual Service Fee to cover the actual and reasonable costs attributable to the activities described in Section 6. The Annual Service Fee shall include the full costs to the Grantee of any work performed for the specific and exclusive benefit of the Operator, as well as the Operator's share of the costs to the Grantee to maintain its grant of authority to administer FTZ #90, to promote Zone operations and use, and to do all other work performed by the Grantee in carrying out its authority.
- 8.5 Late Fee Assessment: A late fee assessment of 1.5% per month or fraction thereof, will be imposed on all past due amounts not made within ten (10) days of the due date and shall be assessed for as long as said amount remains delinquent. This provision shall not preclude Grantee from terminating any Agreement(s) as provided herein or from exercising any other remedy contained herein or as provided by law.
- 8.6 Non-Payment of Fees: Grantee reserves the right to terminate any Operating Agreement or otherwise deny any Operator or User the use of the Zone as a result of the Operator or User's failure to pay timely fees due the Grantee, as provided in this Schedule.
- 8.7 Fees Assessed by Operators: All Operators, unless listed under Section 5.4 shall publish its own schedule of services offered to and fees to be charged to Users. Such

schedule must be available at the Operator's Zone Site and at the office of Grantee. Such fees shall be uniform and reasonable, but shall not preclude any Operator from entering into agreements with Users based on time, volumes, and other considerations.

Schedule A: of Fees and Charges

The Grantee reserves the right to change or waive any fee or charge contained herein if, in the Grantee's determination, it is in the best interest or welfare of the community to do so. Any fees enumerated herein shall be due and payable in addition to any other fees required by the Federal FTZ Board, CBP Directives, any other Government Agency and/or other fees associated with any other agreement in effect with Grantee. These fees cover Grantee expenses for obtaining the necessary approvals/resolutions and Customs Concurrence letters, preparation and processing of the Operations Agreements and any necessary support required in the approval and activation process, oversight, and submission of the Annual Report to the Foreign Trade Zones Board. The fees do not include actual preparation of the Application.

Subzones	
New Minor Boundary Modification (MBM)	\$3,500
New MBM & Application for Production Authority	\$4,500
New Application for Production Authority	\$3,500
Active Site Annual Fee	\$3,500
One-Time Administrative Fees	
Late Annual Report information Starting 42 calendar days before FTZB Due Date	\$100/day

** Annual fees are due and payable on January 1, in accordance with Grantee/Operator Agreement.*

*** Any other fees, charges, or expenses incurred by Grantee for the purpose of obtaining Foreign Trade Zone Board approval and/or CBP approval on behalf of Operator/User, and not specifically listed herein, at the discretion of the Grantee, will be assessed to Operator/User at cost.*