AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY
APPLICATION FOR FINANCIAL ASSISTANCE

Form Adopted: July 20, 2016 | Updated July 2026

IMPORTANT NOTICE: The answers to the questions contained in this Application are necessary to determine the Applicant's eligibility for financing, tax exemptions and other assistance from the Auburn Industrial Development Authority (the "Authority"). These answers will also be used in the financial preparation of legal documents for this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of this Applicant who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Authority.

Instructions

1. The Authority will not approve any application unless, in the judgment of the Authority, this Application contains sufficient information upon which to base a decision whether to approve or tentatively approve the project contemplated herein (the "Project").

2. Fill in all blanks, using "none" or "not applicable" where the question is not appropriate to the Project.

3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.

4. If more space is needed to answer any specific question, attach a separate sheet.

5. When completed, return a signed copy of this application to the Authority at 24 South Street, Auburn, New York 13021.

6. A completed Environmental Assessment Form (EAF) concerning the Project must be submitted with the Application. A Short Form EAF should be provided by staff with this Application. Depending on the nature of the Project, the Authority may require a Long Form EAF.

7. Please note that Article 6 of the New York Public Officers Law provides that all records in the possession of the Authority (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Applicant's competitive position, the Applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.

8. The Applicant will be required to pay to the Authority all actual costs incurred in connection with this application and the Project, including fees and expenses of the Authority's legal counsel.

9. The Authority has established an administrative fee to be paid by the Applicant upon successful conclusion of the sale of the bonds or the leaseback transaction, as applicable, said fee being intended to cover the indirect expenses incurred by the Authority in administering the Project. The administrative fees are outlined in Section I of this application or such other amount as is agreed to by the Authority on a case-by-case basis. Unless the Authority agrees in writing to the contrary, the administrative fee is required to be paid at or prior to the issuance of bonds or the granting of any financial assistance, as applicable.

10. The Authority has established an application fee of one thousand dollars ($1,000) for project with a total project cost over $750,000 and five hundred dollars ($500) for other transactions to cover the anticipated costs of the Authority in processing this application. A check or money order made payable to the Authority must accompany each application. This application will not be accepted by the Authority unless accompanied by the application fee.

I. Authority Administrative Fee Policy

The Auburn Industrial Development Authority (the "**Authority**") shall calculate Project administrative fees as follows:

For Projects with a Total Project Cost in excess of $750,000:

(i) Bond transactions shall incur:
   a. An administrative fee of 0.75% of the aggregate principal amount of the bonds issued with respect to the Project ("**Bond Fees**"), due at closing.
   b. Annual monitoring fees ("**Monitoring Fees**") of $500 for the life of the bond.
   c. Legal fees shall be paid in addition to the Bond and Monitoring Fees and such other fees as is agreed to by the Authority Board on a case-by-case basis.

(ii) Leaseback transactions shall incur:
   a. An administrative fee of 1% of the Total Project Costs ("**Leaseback Fees**"), due at closing.
   b. Annual monitoring fees ("**Monitoring Fees**") of $1,000 for the life of the Leaseback Agreement.
   c. Legal fees shall be paid in addition to the Leaseback and Monitoring Fees and such other fees as is agreed to by the Authority Board on a case-by-case basis.

(iii) Due to the Authority's interest in promoting and contributing to public benefit, in the sole discretion of the Authority's Board, Leaseback Fees shall not exceed ten percent (15%) of the total benefit approved for the Project.

For Projects with a Total Project Cost between $100,000 and $750,000:

(i) Application for Sales & Use Tax Exemption only shall incur a fee of $2,000 and a flat rate legal fee of $4,000.

(ii) Application for exemption of Mortgage Recording Tax only shall incur a fee of $2,000 and a flat rate legal fee of $4,000.

(iii) Application for both (i) and (ii) shall be a fee of $2,000 and a flat rate legal fee of $6,000.

The full Authority Fee Policy is available on its website auburnida.org.

For purposes of this Policy, Total Project Costs shall be based upon the information in Article III, Section 9 of this Application for Financial Assistance.

II. Applicant Information

Company Name:	Auburn Medical Campus, LLC			
Address 1:	46 Prince Street			
Address 2:	Suite 2003			
City/State/ZIP:	Rochester		NY	14607
Contact Person:	Tim Crilly	Title:		
Contact Telephone:	585-435-4766	Contact Fax:		
Contact Email:	tcrilly@parkgrovellc.com			

Attorney:	James Pronti, Esq.	Firm:	Woods Oviatt Gilman
Phone:	585-987-2800	Email:	jpronti@woodsoviatt.com

Accountant:	Mike Cooke, CPA	Firm:	DKB
Phone:	585-546-1840	Email:	michael.cooke@teamdejoy.com

Business Type:	Other: (describe)
If other, describe:	LLC
If a corporation, date of establishment?	
If a corporation, incorporated in which state?	NY

Principal Officers, Partners or Shareholders with 15% or greater interest in Applicant organization:

Name	Mailing Address	Telephone #	Percentage Ownership
TBD			

Attach additional sheets if necessary.

III. Project Information

1. Provide a narrative description of your project. Include major elements such as new construction, acquisition of existing building, acquisition of equipment, and proposed product lines. Also, indicate square feet by usage (e.g., office, laboratory, manufacturing), type construction, etc. In the case of pollution control project, also indicate the type of pollutants to be treated or removed and the type of process to be employed. *Attach additional sheets if necessary.*

   New construction of a 81,000 square foot medical office building with outpatient services include orthopedics, cardiology, nephrology, laboratory services, imaging services, neurology, endocrinology, nephrology, primary care – internal medicine, primary care – pediatrics.

2. Location of project:
   a. Address, including the City, Town, or Village:

Street Address:	143 North Street		
City/State/ZIP:	Auburn,	NY	13021
Tax Map ID (if available):	115.28-1-82.1; 116.21-1-41; 116.21-1-42.1; 115.28-1-82.2		
Zoning of Project Site:	Commercial	Zoning Change Needed?:	No

   b. Attach map showing the general location of the project.
   c. If this project will result in closing or relocating from an existing facility, is the move necessary in order to remain competitive? No
   d. Describe existing improvements, if any: Medical office, industrial building, and 2 residential buildings, all to be demolished.

3. Project User:
   a. Will the Applicant be the User of the facility that is the subject of the proposed Project? No
   b. If no, please submit the following information about the user:

Company Name:	Auburn Community Hospital		
Address 1:	17 Lansing Street		
Address 2:			
City/State/ZIP:	Auburn	NY	13021
Contact Person:	Jason Lesch	Title:	
Contact Telephone:	315-729-5293	Contact Fax:	
Contact Email:	jlesch@auburnhospital.org		
Business Type:	Other: (describe) Hospital		
If other, describe:	Nonprofit		

If a corporation, date of establishment?

If a corporation, incorporated in which state?

c. Select the type of operations of all end users at the project site (check all that apply):

☐Industrial
☐Warehousing
☐Back Office
☐Commercial
☐Retail
☐Housing
☐Mixed Use
☐Facility for Aging
☐Civic Facility
☒Other Healthcare

d. Does the Project include facilities or property that are used in making retail sales of goods or services to customers who personally visit such facilities? No

- If yes, what percentage of the cost of the Project will be expended on such facilities or property used in making retail sales of goods or services to customers who personally visit such facilities? 100%
- If more than 33.33%, please check all that apply from the following list:

☒ The Project will be operated by a not-for-profit corporation.
☐ The Project is likely to attract a significant number of visitors from outside of the economic development region (defined as the counties of Cayuga, Onondaga, Madison, Cortland, and Oswego).
☐ The Project occupant, if not for the proposed financial assistance from the Authority, would locate the Project and related jobs outside of New York State.
☐ The predominant purpose of the Project is to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Village within which the Project will be located due to a lack of accessible retail trade facilities offering such goods or services.
☒ The Project will be located in an area designated as an Empire Zone pursuant to Article 18-B of the General Municipal Law.
☐ The Project will be located in a census tract, or census tract contiguous thereto, which, according to the most recent census data has (a) a poverty rate of at least 20% or at least 20% of households receiving public assistance for the year in which the data relates, **and** (b) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates.

4. Utilities on Site:

a) Water Supply	Municipal	**Describe source / supplier: City of Auburn**
b) Sewer	Municipal	**Describe other:**
c) Electricity Utility	NYSEG	**Describe other:**
d) Gas Utility	NYSEG	**Describe other:**

5. Attach copies of preliminary plans or sketches of proposed construction, site plans or floor plans of existing facility.

6. Who presently is legal owner of the project building or site described in # 2 above?
   Auburn Community Hospital

7. Is there an existing or proposed lease for the project? No. If yes, attach a copy of the lease.

8. Existing Facilities within New York State:

   a. Are other facilities owned, leased or used by the Owner or User (or any related entity/person) within the State? Yes
   b. If there are other facilities within the state, is it expected that any of these other facilities will close or be subject to reduced activity as a result of the proposed Project? No
   c. If yes, is the Project reasonably necessary to discourage the Owner or User from removing activities in the State to a location outside of the State? Select Yes or No If yes, please explain.

   Note: The Authority is required to notify the chief executive officer of the municipality from which your facility is being relocated or abandoned. This notification will be sent prior to the Authority's conduct of required public hearing(s).

   CERTIFICATION: Based upon the answers provided within question 8 above, the Company hereby certifies to the Authority that the undertaking of the proposed project and provision of financial assistance to the Company by the Authority will not violate Section 2306 of the New York Public Authorities Law.

9. Project Costs (Estimates):

Category	Amount
Land acquisition	$2,400,000
Building Construction/Renovation	$60,138,000
Site Work	$2,500,000
Machinery & Equipment	-
Furniture & Fixtures	-
Soft Costs (Architect, Legal and Engineering)	$6,098,000
Financial Charges (loan or bond fees and interest)	$5,311,000
Other (Describe: Agency Fee)	$500,000
Other (Describe:)	-
Total Project Cost:	Est. $76,947,000

10. Sources of Funds for Project Costs:

Source	Amount
Bank Financing:	Est. $58,000,000
Equity (excluding equity attributed to grants/tax credits):	Est. $18,947,000
Tax Exempt Bond Issuance:	
Taxable Bond Issuance:	
Public Sources (total pf all state and federal grants and tax credits):	
Identify each state and federal grant/credit:	
Total Sources of Funds for Project Costs:	Est. $76,947,000

11. Have any of the above costs been paid or incurred as of the date of this Application? Yes If yes, describe particulars. Predevelopment and design costs associated with Architect and Engineer

IV. Permitting and Environmental Requirements

1. Does the project require local planning or permitting approvals? Yes If yes, please list necessary approvals. Site plan review (complete) and building permit will be submitted in November.
2. Will a site plan application be filed? Yes site plan approval received in September 2026 If yes, include copy if prepared.
3. Has another entity been designated as lead agent under the State Environmental Quality Review Act ("SEQRA")? Yes

a. If yes, attach copy of Negative Declaration if completed, or a copy of submitted Environmental Assessment Form if Negative Declaration has not yet been issued.
b. If no, attach a completed Environmental Assessment Form.

V. Employment and Payroll Projections

1. Job Creation:
   a. Anticipated construction jobs created by the Project: Estimate 50
   Anticipated Dates of Construction: Start Date: 12/1/26 End Date: Estimate 2/1/2029
   b. Permanent Full Time Equivalent (FTE)* Jobs to be Created and Retained by the Project

Column A: Insert the job titles or types that exist within the company at the time of application, as well as any job titles that will be established as a result of the Project.
Column B: Indicate the average wage for each listed job title/type in terms of annualized wages.
Column C: Indicate the wage range for each listed job title/type in terms of annualized wages.
Column D: Indicate the average amount of fringe benefits for each listed job title/type.
Column E: For each listed job title insert the number of FTEs that exist at the time of application.
Column F: Insert the number of FTE jobs to be created during year one of the Project for each listed job title.
Column G: Insert the number of FTE jobs to be created during year two of the Project for each listed job title.
Column H: Insert the number of FTE jobs to be created during year three of the Project for each listed job title.

(A) Job Title/Type	(B) Average Annual Wages	(C) Annual Wage Range	(D) Average Fringe Benefits	(E) Current Number of FTEs	F) Jobs Created: Year One	(G) Jobs Created: Year Two	(H) Jobs Created: Year Three
Administrative Leadership	$71,000			9			
Administrative Office	$48,000			37			
Nursing	$48,000			20		1	1
Provider - Medical	$135,000			26		1	1
Provider -Physician	$394,000			22		1	1
Provider Clinical Support Staff	$46,000			31	5	2	2
	$	$	$				
	$	$	$				
			TOTALS:	145	5	5	5

*Definition of Full Time Equivalent (FTE) Job: For the purposes of this application, any employee working 30 hours or more per week is considered 1 FTE. Any employee working fewer than 30 hours per week is counted as a proportion of an FTE equal to the number of hours worked per week divided by 30. For example, an employee working 20 hours per week equals .67 FTE (20 divided by 30). Please contact Authority Staff if you have questions about calculating FTE. [**NEEDS TO MATCH WITH RECAPTURE POLICY]**

2. What percentage of jobs to be created are estimated to be filled by residents of the Labor Market Area, defined by the Authority as the Counties of Cayuga, Cortland, Onondaga, Ontario, Oswego, Seneca, Tompkins, and Wayne? 95%

Payroll Projections:

a. Current Annual Payroll: $19,471,000
b. First Year After Completion of Project: $19,688,000
c. Second Year After Completion of Project: $20,352,000
d. Third Year After Completion of Project: $21,016,000

VI. Estimate of Potential Benefits

1. Please indicate the type(s) of Financial Assistance sought for the Project:

Yes	Sales and Usage Tax Exemption
Yes	Mortgage Tax Exemption
Yes	Real Property Tax Abatement (PILOT Agreement)
No	Issuance by the Authority of Industrial Development Revenue Bonds

2. Estimated Project Benefits

Note to Applicant: AIDA staff will work with applicants to identify potential IDA benefits upon receipt of a completed draft application, using the information contained in the draft application and discussions with the applicant. Therefore, ***please do not complete this section or sign and certify application*** *until AIDA staff has reviewed a draft application and assisted in the calculation of estimated benefits.*

A. Sales and Use Tax Exemption

a. Amount of Project Cost Subject to Tax:	$39,200,000
Applicable sales and use tax rate:	x .08
b. Financial benefit if fully exempt:	$3,136,000

B. Mortgage Recording Tax Exemption

a. Projected amount of Mortgage:	$58,000,000
Mortgage recording tax rate:	x .0075
b. Financial benefit if fully tax exempt:	$435,000

C. Payment of Lieu of Taxes (PILOT) *

a. Investment in real property	$56,000,000
b. Equalization rate	100%
c. Current, pre-project assessment	$1,700,500
d. Probable post-project assessed value	$17,600,000
e. PILOT Schedule	

Year	f. Abatement on Added Value	g. Abated Taxable Value	h. Total Tax Rate	i. PILOT Payment	j. Full Taxes	k. Net Exemption
Calc.		*c + [(d-c) x f]*		*(g/1000) x h*	*(d/1000) x h*	*j - i*
1	100%	$See attached		$	$	$
2	90%	$		$	$	$
3	80%	$		$	$	$
4	70%	$		$	$	$
5	60%	$		$	$	$
6	50%	$		$	$	$
7	40%	$		$	$	$
8	30%	$		$	$	$
9	20%	$		$	$	$
10	10%	$		$	$	$

l. Total PILOT Net Exemption: $17,323,003.69
(NPV $10,800,785.93)

D. Interest Exemption – Bond transactions only

a. Total Estimated Interest Expense Assuming Taxable Interest: $

b. Total Estimated Interest Expense Assuming Tax-exempt Interest Rate: $

c. Interest Exemption (a - b): $

E. Total Estimated Exemptions

a. Sales & Use Tax Exemption $3,136,000

b. Mortgage Recording Tax Exemption $435,000

c. PILOT Real Property Net Exemption $17,323,003.69
(NPV $10,800,785.93)

d. Interest Exemption from Bond Issuance $

e. TOTAL EXEMPTION $20,894,003.69
(NPV $14,371,785.93)

3. Is it likely that the Project would be undertaken without the provision of the above financial assistance? No
   If yes, describe how the Project would be impacted if these benefits were not provided.

VII. Supplemental Materials

1. Map showing project location
2. Preliminary plans or sketches of proposed construction
3. Verification of project costs, such as quotes or estimates
4. Verification of current jobs at the project site, such as the cover page of the 4 most recent NY-45s

5. Copies of two most recent annual financial statements and unaudited year to date financial statements (for existing businesses)
6. Copy of Business Plan (for new businesses)
7. Sales and income projections for next three years
8. Environmental Assessment Form of Negative Declaration
9. Application fee
10. Other attachments (please specify):
    a.
    b.
    c.
    d.
    e.
    f.
    g.

VIII. Application Submission

Once the application has been reviewed by Authority staff and Section VI has been completed, please sign, certify and submit the completed application along with Supplemental Materials to:

AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY

24 South Street

Auburn, NY 13021

Email Applications (scanned PDFs) may be sent to: auburnida@gmail.com

Telephone: (315) 994-5259

Administrative fees in the amount outlined in Section I will be collected at the time of closing.

Representations by the Applicant

The Applicant understands and agrees with the Authority as follows:

A. **Job Listings:** In accordance with Section 2329 of the New York Public Authorities Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Authority, 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 Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.

B. **First Consideration for Employment:** In accordance with Section 2329 of the New York Public Authorities Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Authority, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. **Annual Sales Tax Filings:** In accordance with Section 2326(3) 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 Authority, 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. **Annual Employment Reports:** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Authority, the applicant agrees to file, or cause to be filed, with the Authority, on an annual basis, reports regarding the number of people employed at the project site.

E. **Absence of Conflicts of Interest:** The applicant has received from the Authority a list of the members, officers, employees and Counsel of the Authority. No member, officer, employee, or Counsel of the Authority has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

HOLD HARMLESS AGREEMENT AND APPLICATION DISCLAIMER CERTIFICATION PURSUANT TO NEW YORK STATE FREEDOM OF INFORMATION LAW ("FOIL")

Applicant hereby releases the AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY and the members, officers, servants, agents and employees thereof (the "Authority") from, agrees that the Authority shall not be liable for and agrees to indemnify, defend and hold the Authority harmless from and against any and all liability arising from or expense incurred by (A) the Authority'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 Authority, (B) the Authority's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Authority with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Authority or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Authority, its agents or assigns, all costs incurred by the Authority in the processing of the Application, including attorneys' fees, if any.

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Authority, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Title 15 of Article 8 of the Public Authorities Law ("PAL"), Article 18-A of the General Municipal Law ("GML") (to the extent applicable) and the Public Authorities Accountability Act of 2005, as codified within the PAL. Specifically, this Application may be disclosed by the Authority to any member of the public pursuant to a properly submitted request under FOIL and the Authority is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

Notwithstanding the foregoing, the Company, pursuant to this Certification, may formally request that the Authority consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d). To the extent that any such information should qualify as trade secrets, the Company hereby requests that the Authority redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction*:

(* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Authority shall make an independent determination of the extent to which any information contained herein may be considered as such)

In the event that the Authority is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Authority agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Authority to protect the trade secrets from disclosure shall be reimbursed by the Company to the Authority.

The undersigned officer of the applicant deponent acknowledges and agrees that the applicant shall be and is responsible for all costs incurred by the Authority and legal counsel for the Authority, whether or not the Application, the proposed project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Authority shall not be liable for and agrees to indemnify, defend and hold the Authority harmless from and against any and all liability arising from or expense incurred by (A) the Authority's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Authority, (B) the Authority's acquisition, construction and/or installation of the proposed project described herein and (C) any further action taken by the Authority with respect to the proposed project; including without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.

By executing and submitting this Application, the applicant covenants and agrees to pay the following fees to the Authority, the same to be paid at the times indicated:

(a) The sum of $1,000 or $500 (as described by the fee policy) as a non-refundable application fee, to be paid upon submission of the Application;
(b) An Administrative Fee amounts to be determined using the schedule in Section I on page 2 hereof for all other projects for which the Authority provides financial assistance, to be paid at transaction closing;
(c) An amount to be determined by Authority Staff payable to the Authority's bond/transaction counsel for the preparation and review of the inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;

(d) All fees, costs and expenses incurred by the Authority for (1) legal services, including but not limited to those provided by the Authority's general counsel or bond/transaction counsel, and (2) other consultants retained by the Authority in connection with the proposed project; with all such charges to be paid by the applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Authority's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Authority's bond/transaction counsel;
(e) The cost incurred by the Authority and paid by the applicant, including bond/transaction counsel and the Authority's general counsel's fees and the processing fees, may be considered as a costs of the project and included in the financing of costs of the proposed project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

The applicant further covenants and agrees that the applicant is liable for payment to the Authority of all charges referred to above, as well as all other actual costs and expenses incurred by the Authority in handling the application and pursuing the proposed project notwithstanding the occurrence of any of the following:

(a) The applicant's withdrawal, abandonment, cancellation or failure to pursue the Application;
(b) The inability of the Authority or the applicant to procure the services of one or more financial institutions to provide financing for the proposed project;
(c) The applicant's failure, for whatever reason, to undertake and/or successfully complete the proposed project; or
(d) The Authority's failure, for whatever reason, to issue tax-exempt revenue bonds in lieu of conventional financing.

The applicant and the individual executing this Application on behalf of applicant acknowledge that the Authority and its counsel will rely on the representations 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 statements contained herein not misleading.

Company Acknowledgment and Certification:

The undersigned, being a duly authorized representative of the Company, hereby and on behalf of the Company, certifies to the best of his or her knowledge and under the penalty of perjury that all of the information provided by the Company within this Application for Financial Assistance is true, accurate and complete.

The Company, on behalf of itself and all owners, occupants and/or operators receiving or that will receive financial assistance from the Authority (collectively, the "Recipients") hereby certifies that the Recipients are in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

The Company, on behalf of itself and all Recipients, hereby further acknowledges that the submission of any knowingly false or knowingly misleading information herein or within any agreement with the Authority may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the Authority's involvement in the project, including all costs of the agency relating to same.

The Company has reviewed and accepts the terms of the Authority's Project Recapture and Termination Policy.

By: _____

Name: _____

Title: _____

State of New York)
County of _____) ss.:

On the __ day of _____in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Appendix 1: **PROJECT MONITORING POLICY**

Auburn Industrial Development Authority

Adopted:10/22/2014 | Amended: 1/21/2026

The Auburn Industrial Development Authority (AIDA) will adopt the following steps and procedures for the purpose of monitoring the results of PILOT and other tax abatement program(s) that are established with companies. The required steps are as follows:

1) Adoption of a PILOT agreement; of which in it there are goals set forth and agreed upon by both AIDA and the company ("Project Goals"). Project Goals may include, but are not limited to, level of investment, job creation/retention (including salary ranges for new and retained positions), and sales tax generation goals. Goals will be determined on a case by case basis.
2) AIDA will ask the company to document the number of employees and company payroll, as well as baseline data for any additional Project Goals, at the time the project is induced. Project costs will be verified during the time of the project start-up and then as soon after project completion as feasible. Verification will consist of a certification by the companies' accountant or engineer of the cost(s) of the project. The company will also be asked to provide a copy of their annual financial report/audit to AIDA at the close of the fiscal year(s) during which the project took place.
3) Annually, AIDA will ask the company to document the number of retained and/or created jobs and their salaries, as well as sales tax generation when relevant. The attached form will be used for this purpose. A member of AIDA's staff will be responsible for distributing the form to companies with PILOTs or other tax abatement programs no later than December 31st. All new PILOT agreements created after the effective date of this policy will include a reporting clause that will require the companies to return this form by January 31st or risk default.
4) An AIDA board member, staff member, or other designee (AIDA representative) will conduct a site visit to each company with a PILOT agreement at least once every two years to see how the company is doing and the status of any improvements and progress toward achieving the Project Goals. AIDA may opt to do monitoring visits more frequently, not to exceed twice annually. During these site visits, the AIDA representative will observe any new construction, discuss financial operation and performance shortfalls (if any), and obtain a visual representation of employment levels.
5) The AIDA representative conducting the site visit, with support from AIDA staff as needed, will prepare a report describing each company, its Project Goals, and the progress in achieving the Project Goals.
6) The Board of Directors will review the site visit reports and data relevant to Project Goals and compare them to the original agreed upon Project Goals. This will be done at the Annual Meeting of the board unless related action is needed prior to that time.
7) If a company has failed to achieve the Project Goals, the AIDA representative that conducted the visit, in conjunction with the AIDA Executive if necessary, will be responsible for identifying the reasons for the shortfall and presenting them to the board. The board will then determine whether to:
    - Work with the company in an effort to achieve the Project Goals
    - Give the company more time to achieve the Project Goals
    - Pursue recapture penalties

AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY
Project Report

As part of the incentive package provided to your company by the Auburn Industrial Development Authority (AIDA), it is required that your company report to AIDA on an annual basis information regarding assistance provided and benefits derived from entities that received such assistance. Please fill out the form below to satisfy this requirement. All employment and payroll information should be reported as of December 31.

Please complete and return to AIDA, 24 South Street, Auburn, NY 13201 by February 15.

**indicates required information*

Contact Information

The table reflects the contact information we currently have on file for reporting purposes. Please provide updated information if the Current information is not correct or complete.

	Current	New (if changed)
Company Name		
Company Address		
Company Phone		
Contact Person		
Contact Person Phone		
Contact Person Email		

Employment Level

Number of Full time Equivalent (FTE) Employees as of December 31*: _____
Number of employees in each of the following categories as of December 31:

- Full-time _____
- Part-time _____
- Leased _____

A copy of the quarterly NYS 45 form cover pages for the project location must be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the jobs created, an internal payroll report verifying the total jobs by employment category as outlined above at the location is required.

Company Payroll

Please do not include data regarding leased employees in the payroll section.
Total payroll as of December 31*: $_____
Average salary/wage*: $_____
Salary range*: $_____ to $_____

Sales Tax Abatement:

Did your Company or any appointed subagents receive Sales Tax Abatement for your Project During the prior year? ☐ Yes ☐ No

If so, please provide the amount of sales tax savings received by the Company and all appointed subagents: $_____

SAMPLE

Attach copies of all ST-340 sales tax reports that were submitted to New York State by the Company and all subagents for the reporting period. Please also attach all ST-60's filed for subagents for the reporting period.

Optional: Sales Tax Generation

Please state the amount of sales tax generated by your business as reported to the NYS Dept. of Taxation and Finance (Form ST-100) for the last four quarters:

December 1 – February 28: $_____

March 1 – May 31: $_____

June 1 – August 31: $_____

September 1 – November 30: $_____

This information helps us to better understand the actual community impact/benefit of your project.

Optional: Employment Plans

What are your employment plans for the current calendar year?

- □ Increase employment | estimated increase _____
- □ Keep current employment levels
- □ Decrease employment | estimated decrease _____

I certify that to the best of my knowledge and belief all of the information on this form is correct. I further certify that the salary and fringe benefit averages or ranges for the categories of jobs retained and the jobs created that was provided in the Application for Financial Assistance is still accurate and if not, I hereby attach a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

_____

Signature

_____

Print Name

_____

Title

_____

Date

Appendix 2: **LOCAL LABOR POLICY AGREEMENT**

Auburn Industrial Development Authority
Adopted: September 16, 2020

Project Applicants, as a condition to receiving Financial Assistance (including sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Auburn Industrial Development Authority (the "Authority") will be required to use local labor for 100% of the construction of new, expanded, or renovated facilities. Local labor is defined as an individual that resides within the Cayuga County, an adjacent county, or New York State as stated in the percentages below:

- 65% of all project employees of the general contractor, subcontractor, or subcontractor to the subcontractor (collectively, the "Workers") must reside within Cayuga County, including the City of Auburn.
- An additional 20% of Workers must reside in Cayuga County or an adjacent county (Oswego, Onondaga, Ontario, Cortland, Tompkins, Seneca, or Wayne).
- An additional 15% of Workers must reside within Cayuga County, an adjacent county, or New York State.

The Authority may determine on a case-by-case basis to waive all or a portion of the local labor policy for a project or a portion of a project where consideration of warranty issues, necessity of specialized skills, cost differentials of at least 10% between local and non-local services, documented lack of Workers meeting the local labor requirement, or other compelling circumstances exist.

In consideration of the extension of Financial Assistance by the Authority, _____ (Applicant) understands the Local Labor Policy and agrees to submit a Local Labor Utilization Report Form (attached) to the Authority every 90 days after authorization of the Financial Assistance, and/or at the completion of the construction portion of _____ (the Project). The Applicant further understands any request for a waiver to this policy must be submitted in writing using the Local Labor Policy Waiver Request form (attached) and approved by the Authority prior to hiring any Workers that do not satisfy the local labor requirements laid out above. If Financial Assistance has already been approved, the Applicant must submit documentation of a good faith effort to procure local labor with the Waiver Request Form. A "good faith effort" means that the Applicant has submitted bids, requests for proposals, or other procurement documents to local contractors and suppliers on the same terms and at the same time as submitted non-local contractors and suppliers. Evidence of the Applicants "good faith effort" shall include, without limitation documentation of the companies receiving bid documents, information regarding their proposal or decision not to bid, and/or a list of companies and unions contacted in an effort to identify local firms and workers for the Project. The Applicant further understands that if the required forms are not submitted to the Authority, then the Authority shall have the right to immediately terminate any and all Financial Assistance being provided to the Project.

An extensive list of local resources, labor unions, contractors is available on the Authority's website, https://takerootinauburn.org/potential-applicants/.

Auburn Industrial Development Authority Local Labor Policy Certification

I agree to the conditions of this agreement and certify all information provided regarding the construction and employment activities for the Project as of _____ (date).

Applicant: _____Auburn Medical Campus, LLC_____

Representative for Contract Bids/Awards: _____

Vendor Address: ___46 Prince Street_____

City: _____Rochester_____ State: __NY_ __ Zip Code: ____14607_____

Email: _____tcrilly@parkgrovellc.com_____

Project Address: 143 North Street, Auburn NY 13021

Authorized Representative: _____

Title: _____

Signature: _____

Sworn to before me this
_____ day of _____, 20___.

_____
(Notary Public)

Local Labor Utilization Report

Applicant: _____

Project Address: _____

COMPLETE FOR ALL CONSTRUCTION CONTRACTORS, SUBCONTRACTORS, AND SUBCONTRACTORS OF SUBCONTRACTORS WHO ARE WORKING OR WHO HAVE WORKED ON THIS SITE IN THE LAST 90 DAYS.

Vendor Name: _____

Vendor Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

List the number of employees residing in each of the following:

Location	# of employees
City of Auburn	Click here to enter text.
Cayuga County outside of Auburn City limits	Click here to enter text.
Oswego County	Click here to enter text.
Onondaga County	Click here to enter text.
Ontario County	Click here to enter text.
Cortland County	Click here to enter text.
Tompkins County	Click here to enter text.
Seneca County	Click here to enter text.
Wayne County	Click here to enter text.
New York State outside of the above listed Counties	Click here to enter text.
Outside of NYS	Click here to enter text.

Is construction complete? Choose an item.

Is this your final report? Choose an item.

I certify that the above is an accurate accounting of the employees that are employed by my company who are working at the above listed project address and their residency.

Authorized Company Representative: _____

Signature:

Date: _____

SAMPLE

Local Labor Policy Waiver Request

Applicant: _____

Project Address: _____

Describe the portion(s) of the project for which you would like the Local Labor requirements waived:

Click here to enter text.

Reason for waiver request:

- ☐ Warranty requirements- Attach supporting documentation
- ☐ Necessity of specialized skills- Attach description of need and documentation of unavailability of Workers with needed skills
- ☐ Cost differential of at least 10%- Attach supporting quotes, including at least two using local labor
- ☐ Unavailability of Workers meeting local labor requirement- Attach supporting documentation
- ☐ Other compelling circumstances- Attach description of circumstances

If for a reason other than warranty requirements, attach a list and/or other documentation of efforts made to identify Workers meeting the Local Labor Policy Requirements.

I _____ (Authorized Representative) hereby request a waiver from the Authority's Local Labor Policy for the above mentioned portions of _____ (the project). I understand that the submission of this form does not guarantee a waiver from the Authority and that hiring Workers that do not meet the Local Labor requirements prior to receiving written approval of this Waiver from the Authority could disqualify the project from receiving financial assistance from the Authority and/or could cause the Authority to terminate existing financial assistance.

Authorized Company Representative: _____

Signature: _____

Date: _____