

**Final Authorizing Resolution
Griffiss Local Development Corporation
Griffiss Business & Technology Park Facility
Master Lease and PILOT 2023 Extension**

Transcript Document No. []

Date: May 5, 2023

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 5th day of May 2023, the following members of the Agency were:

Members Present: David Grow, Steve Zogby, Mike Fitzgerald, Mary Faith Messenger, Kirk Hinman, Gene Quadraro.

Members Present – WebEx: Ferris Betrus.

EDGE Staff Present: Shawna Papale, Maureen Carney, Tim Fitzgerald, Laura Cohen, Mark Kaucher, Chris Lawrence, Hannah Phillips.

EDGE Staff Present – WebEx: Bill Van Shufflin

Other Attendees: Mark Levitt, Levitt & Gordon; Rome Mayor Jackie Izzo, Shaun Kaleta, Oneida County.

Other Attendees – WebEx: Paul Goldman, Goldman Attorneys PLLC; Linda Romano and Laura Ruberto, Bond, Schoeneck & King; Greg Mountain, Collins Solar LLC; and Bailey Irwin, Sunlight General Capital, LLC

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Griffiss Local Development Corporation (Griffiss Business & Technology Park Facility).

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

David Grow
Mike Fitzgerald
Ferris Betrus
Kirk Hinman
Mary Faith Messenger
Gene Quadraro
Steve Zogby

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE CONSOLIDATED, AMENDED AND RESTATED GLDC MASTER LEASE AGREEMENT, THE CONSOLIDATED, AMENDED AND RESTATED GLDC MASTER PILOT AGREEMENT, THE CONSOLIDATED, AMENDED AND RESTATED ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, AND RELATED DOCUMENTS WITH RESPECT TO THE GRIFFISS LOCAL DEVELOPMENT CORPORATION (GRIFFISS BUSINESS & TECHNOLOGY PARK) FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the “Act”), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Griffiss Local Development Corporation, a New York local development corporation (“GLDC”), was formed in 1994 to lead our region’s response to the Federal Government’s decision to close and/or realign the former Griffiss Air Force Base in the City of Rome and Oneida County and has operated exclusively for the charitable and public/quasi-public purposes of participating in the development and implementation of a comprehensive strategy to maintain, strengthen and expand the uses and viability of the former Griffiss Air Force Base, including, without limitation, the Rome Laboratory; and

WHEREAS, in 1999 GLDC requested that the Oneida County Industrial Development Agency (the “Agency”) assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the “Air Force”) of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the “GLDC Facilities”); and

WHEREAS, through a number of transactions that transpired between 2000 and 2018, the Air Force conveyed to the Agency the fee interest in the GLDC Facilities and the Agency leased each of the GLDC Facilities to GLDC under a number of sale-leaseback transactions; and

WHEREAS, over the years the Agency has divested itself of a number of the GLDC Facilities and currently retains fee ownership in lands at Griffiss that can be divided into two broad categories:

(A) 113 ± acres of vacant lands which are developable (collectively, the “Developable Properties”); and

(B) 927 ± acres of lands which are devoted primarily to common area or public uses or lands which have been set aside for other open space purposes including the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the “Open Space Properties”); and

WHEREAS, the Agency currently leases the Developable Properties and the Open Space Properties (collectively, the “GLDC Properties”) to GLDC pursuant to: (1) a Lease Agreement dated as of July 1, 2012 (the “GLDC Master Lease”), (2) a Lease Agreement dated as of November 1, 2012 (the “GLDC Facility XVI Lease”) and (3) a Lease Agreement dated as of August 1, 2013 (the “GLDC Facility XVII Lease” and together with the GLDC Master Lease and the GLDC Facility XVI Lease the “GLDC Leases”); and

WHEREAS, the GLDC Properties are fully exempt from real property taxes pursuant to the terms of the following documents: (1) a PILOT Agreement dated as of July 1, 2012 (the “GLDC Master PILOT”); (2) a PILOT Agreement dated as of November 1, 2012 (the “GLDC Facility XVI PILOT”); and (3) a PILOT Agreement dated as of August 1, 2013 (the “GLDC Facility XVII PILOT” and together with the GLDC Master PILOT and the GLDC Facility XVI PILOT, the “GLDC Zero PILOT Agreements”); and

WHEREAS, under the GLDC Leases, GLDC is obligated to notify the Agency when it enters into a contract to sell or lease any portion of the GLDC Properties to a third party (an “End User”) so GLDC and the Agency can release said property from the GLDC Leases and the GLDC Zero PILOT Agreements; and

WHEREAS, in order to position GLDC so that it can continue its development and/or redevelopment efforts at Griffiss Park, GLDC has applied to the Agency requesting the following (collectively, the “GLDC 2023 Master Lease Extension Project”):

- (a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease;
- (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased described in the GLDC Master Lease (as so amended and restated); and
- (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows:

(i) for an additional ten (10) exemption years as to the Developable Properties;
and

(ii) for an additional ten (10) exemption years as to the Open Space Properties;

provided however that upon notice that GLDC has entered into a contract to sell or lease any portion of the GLDC Properties to an End User, the Agency will convey that portion of the GLDC Properties to GLDC, at which time it will be released from the GLDC Master Lease and the GLDC Master PILOT Agreement; and

WHEREAS, GLDC has requested financial assistance in furtherance of the GLDC 2023 Master Lease Extension Project (within the meaning of Section 854(14) of the General Municipal Law) by extending the period of time during which the GLDC Properties will be fully exempt from real property taxes for a period of ten additional exemption years (the "Financial Assistance"), which Financial Assistance is a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy"); and

WHEREAS, GLDC estimates the value of the requested Financial Assistance ranges between \$0 and \$6,781,293.00; and

WHEREAS, in order to induce the Company to continue its efforts to develop, redevelop and market the GLDC Properties, thereby advancing the job opportunities, general prosperity and economic welfare of the people, the Agency is willing to grant the Financial Assistance requested; and

WHEREAS, attached hereto as **Exhibit A** is a presentation submitted by GLDC that describes the reasons the Agency intends to deviate from its Policy; and

WHEREAS, by resolution duly adopted on March 28, 2023, (the "Inducement Resolution") the Agency decided to proceed under the provisions of the Act to lease the Facility and enter into the GLDC Master Lease Agreement (as so consolidated, amended and restated) and the GLDC Master PILOT Agreement (as so consolidated, amended and restated); and

WHEREAS, after sending written notice to all affected tax jurisdictions via certified mail, which notice included a copy of the inducement resolution and the reasons the Agency intends to deviate from Policy, the Agency conducted a public hearing on April 25, 2023 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

WHEREAS, GLDC has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Project and the Agency's leasehold interest in the Facility; and

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(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 GLDC Properties constitute a “project”, as such term is defined in the Act; and

(c) The GLDC 2023 Master Lease Extension Project and the Agency’s Financial Assistance with respect thereto, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The GLDC 2023 Master Lease Extension Project is reasonably necessary to induce GLDC to continue its development and/or redevelopment efforts at Griffiss Park to maintain and expand business operations for End Users in the State of New York; and

(e) Based upon representations of GLDC and GLDC’s Counsel, the GLDC Properties conform with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) The SEQRA findings previously adopted by the Agency as reaffirmed on March 28, 2023 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to undertake the GLDC 2023 Master Lease Extension Project; and

(h) The GLDC Master Lease Agreement (as so consolidated, amended and restated), in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby GLDC grants the Agency a leasehold interest in the Facility; and

(j) The GLDC Master PILOT Agreement (as so consolidated, amended and restated), in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and GLDC set forth the terms and conditions of their Agreement regarding GLDC’s payments in lieu of real property taxes; and

(l) The Environmental Compliance and Indemnification Agreement (as so consolidated, amended and restated) (the “First Amended Environmental”) between GLDC and the Agency will be an effective instrument whereby GLDC agrees to comply with all Environmental Laws (as defined therein) applicable to the GLDC Properties and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease pursuant to the GLDC Master Lease Agreement (as so consolidated, amended and restated) and (ii) extend for an additional ten exemption years the term of the GLDC Master Lease (as so consolidated, amended and restated), (iii) execute, deliver and perform the GLDC Master Lease Agreement (as so consolidated, amended and restated), (iv) amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased described in the GLDC Master Lease (as so consolidated, amended and restated); (v) extend for an additional ten exemption years the term of the GLDC Master PILOT Agreement (as so consolidated, amended and restated), (vi) execute, deliver and perform the GLDC Master PILOT Agreement (as so consolidated, amended and restated); (vii) execute, deliver and perform the First Amended Environmental, (viii) deviate from Policy and provide the Financial Assistance to GLDC in support of the Project, and (ix) waive the Agency’s closing fee in connection with the GLDC 2023 Master Lease Extension Project, consistent with past practice for similar transactions in Griffiss Park, all subject to satisfaction of the conditions to closing described in the Inducement Agreement and Project Agreement between the Agency and GLDC.

Section 3. The Agency is hereby authorized to extend its fee ownership interest in the real property described in Exhibit A to the GLDC Master Lease Agreement (as so consolidated, amended and restated) and the personal property described in Exhibit B to the GLDC Master Lease Agreement (as so consolidated, amended and restated) 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 are hereby approved, ratified and confirmed.

Section 4. The form and substance of the the GLDC Master Lease Agreement (as so consolidated, amended and restated), the GLDC Master PILOT Agreement (as so consolidated, amended and restated), and the First Amended Environmental (as so consolidated, amended and restated) (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the the GLDC

Master Lease Agreement (as so consolidated, amended and restated), the GLDC Master PILOT Agreement (as so consolidated, amended and restated), and the First Amended Environmental (as so consolidated, amended and restated), all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Leaseback Agreement).

Section 6. 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 Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, 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 Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

EXHIBIT A

See attachment