

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/ Treasurer/  
Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



584 Phoenix Drive  
Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694

David C. Grow  
Chairman  
Michael Fitzgerald  
Vice Chairman

Ferris Betrus Jr.  
Kirk Hinman  
Mary Faith Messenger  
Eugene Quadraro  
Stephen Zogby

## UPDATED AGENDA

To: Oneida County Industrial Development Agency Board of Directors  
From: Shawna M. Papale  
Date: April 28, 2023  
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet – **8:00 AM Friday, May 5, 2023.**

Members of the public may listen to the Agency meeting by calling +1-408-418-9388, Access code: 2631 846 4468, or join via Webex at this link:

<https://mvedge.webex.com/mvedge/j.php?MTID=m18f6ea77fa223ab654f1b373d8e0d056>. Members of the public may also attend in person at MV EDGE offices at 584 Phoenix Drive, Rome, NY 13441. The Minutes of the Agency meeting will be transcribed and posted on the OCIDA website.

1. Executive Session
2. Open Meetings Policy
3. Minutes – 3/28/23
4. Financials
5. Consider an inducement resolution relating to the **Yoder Properties, Ltd. (Stark Truss) Facility**, granting preliminary approval for financial assistance in the form of exemptions from sales tax (valued at \$78,450.00), exemptions from mortgage recording tax (valued at \$14,350.00) and reduction of real property taxes for a period of 10 years (valued at \$568,959.00), which is consistent with the Agency's Uniform Tax Exemption Policy, making certain findings regarding the abandonment of an existing facility, and authorizing the Agency to conduct a public hearing.
6. Consider a resolution relating to the **GLDC/Griffiss Business and Technology Park Facility**, authorizing the partial release from the GLDC Master Lease of a 8.638± acre parcel of land located at 878 Ellsworth Road for sale to Yoder Properties, Ltd. and approving the form and execution of related documents, subject to counsel review.
7. Reaffirm an inducement resolution presented on March 28, 2023 relating to the **Mohawk Adirondack & Northern Railroad Inc./Genesee & Mohawk Valley Railroad, Inc. 2023 Lease and PILOT Extension**, granting preliminary approval for financial assistance (that is a deviation from the Agency's Uniform Tax Exemption Policy) in the form of extending the full exemption from real property taxes for a period of ten years (valued at approximately \$1,000,000.00) and authorizing the Agency to conduct a public hearing. The members voted unanimously in favor of the resolution on March 28, but the record shows the motion was not moved or seconded and the Agency wishes to correct this oversight.
8. Consider a final authorizing resolution relating to the **Mohawk Adirondack & Northern Railroad Inc./Genesee & Mohawk Valley Railroad, Inc. 2023 Lease and PILOT Extension**, authorizing financial

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assistance (that is a deviation from the Agency's Uniform Tax Exemption Policy) in the form of extending the full exemption from real property taxes for a period of ten years (valued at approximately \$1,000,000.00) and approving the form and execution of related documents, all in the Agency's standard form and subject to counsel review. The Agency conducted public hearings on April 18, 2023 and April 20, 2023 and mailed certified notices to the taxing jurisdictions with the inducement resolution, the notice of hearing and reasons for deviating.

9. Consider a final authorizing resolution relating to the **GLDC 2023 Master Lease and PILOT Extension**, authorizing financial assistance (that is a deviation from the Agency's Uniform Tax Exemption Policy) in the form of extending the full exemption from real property taxes for a period of ten years (valued at approximately \$6,781,298.00) and approving the form and execution of related documents, all in the Agency's standard form and subject to counsel review. The Agency conducted a public hearing on April 25, 2023 and mailed certified notices to the taxing jurisdictions with the inducement resolution, the notice of hearing and reasons for deviating.
10. Consider a final authorizing resolution relating to the **Collins Solar, LLC (Barneveld Community Solar) Facility**, authorizing financial assistance in the form of reduction of real property taxes (valued at approximately \$1,628,296) for a period of 25 years during which time the Company will pay PILOT Payments equal to \$10,000 per MW-AC, which is consistent with the Agency's Uniform Tax Exemption Policy and approving the form and execution of related documents, all in the Agency's standard form and subject to counsel review. The Agency conducted a public hearing on April 26, 2023 and mailed certified notices to the taxing jurisdictions with the inducement resolution and the notice of hearing.
11. Annual Job Review
12. Consider a resolution relating to the **B240, LLC (Air City Lofts Phase 1 and Phase 2 Facilities)**, consenting to the sublease of commercial space, subject to approval by counsel of the form of sublease agreement.
13. Consider a resolution relating to the **126 Business Park Drive, LLC/Rising Phoenix Holdings Corporation (Adjusters International) Facility**, authorizing the Agency to execute a Landlord's Waiver and approving the form and execution of documents, subject to counsel review.
14. New Business
15. Old Business
16. Current Projects

Next meeting date – **FRIDAY, June 16 at 8 AM at 584 Phoenix Drive, Rome, NY**

Procedures for Member Videoconferencing Pursuant to  
Public Officers Law § 103-a

In compliance with Public Officers Law (POL) §103-a(2)(a), the Oneida County Industrial Development Agency (“OCIDA”) following a public hearing, authorized by resolution on March 28, 2023 the use of videoconferencing as described in POL §103-a.

The following procedures are hereby established to satisfy the requirement of POL §103-a(2)(b) that any public body which in its discretion wishes to permit its members to participate in meetings by videoconferencing from private locations - under extraordinary circumstances - must establish procedures governing member and public attendance.

1. OCIDA members shall be physically present at any meeting of the OCIDA unless such member is unable to be physically present at one of the designated public meeting locations due to extraordinary circumstances.
2. For purposes of these procedures, the term “extraordinary circumstances” includes disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member’s physical attendance.
3. Regardless of any extraordinary circumstances, each Board Member of the OCIDA must be physically present at the designated public meeting location in Rome, New York for no less than Sixty Percent (60%) of the meetings of the OCIDA within any given calendar year. The Agency will evaluate attendance on an end-of-calendar-year basis, and report to the appointing authority at that time any members that did not meet the attendance threshold.
4. If a member is unable to be physically present at the designated public meeting location and wishes to participate by videoconferencing from a private location due to extraordinary circumstances, the member must notify Executive Director, Shawna Papale, no later than four business days prior to the scheduled meeting in order for proper notice to the public to be given. If extraordinary circumstances present themselves on emergent basis within four days of meeting, the OCIDA shall update its notice as soon as practicable to include that information. If it is not practicable for the OCIDA to update its notices, the OCIDA’s Board of Directors shall note the unexpected absence, reason for the delay or inability to notify the public of such absence, and the extraordinary circumstances leading to such absence in the minutes of the OCIDA for said meeting to put the public on notice.
5. If there is a quorum of members participating at a physical location(s) open to the public, the OCIDA may properly convene a meeting. A member who is participating from a remote location that is not open to in-person physical attendance by the public *shall* not count toward a quorum of the OCIDA, but may participate and vote if there is a quorum of members at a physical location open to the public in Rome, New York

6. Except in the case of executive session conducted pursuant to POL §105, the OCIDA shall ensure that its members can be heard, seen for all proposals, resolutions, and any other conduct, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. This shall include the use of first and last name place cards physically placed in front of the members, or member's participation by videoconferencing from a private location due to extraordinary circumstances, such members must ensure that their full first and last name appears on the videoconferencing screen.
  
7. The minutes of the meeting involving videoconferencing based on extraordinary circumstances pursuant to POL §103-a shall include which, if any members participated by video conferencing from a private location due to such extraordinary circumstances, and which members had to leave any meeting prior to its conclusion due to any extraordinary circumstances.

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**Minutes of the Meeting of the  
Oneida County Industrial Development Agency  
March 28, 2023  
584 Phoenix Drive, Rome, NY  
AND  
3211 Oriole Drive, Sarasota, FL\*  
And via Webex Video/Teleconference**

\*Both meeting locations were publicly noticed on the OCIDA agenda posted online and in the mailing

**Members Present – Rome, NY:** David Grow, Steve Zogby, Mike Fitzgerald.

**Members Present – Sarasota, FL:** Ferris Betrus, Mary Faith Messenger, Kirk Hinman, Gene Quadraro.

**EDGE Staff Present – Rome, NY:** Steven J. DiMeo, Maureen Carney, Tim Fitzgerald, Laura Cohen, Mark Kaucher, Chris Lawrence, Hannah Phillips.

**EDGE Staff Present – Sarasota, FL:** Shawna Papale

**EDGE Staff Present – WebEx:** Bill Van Shufflin

**Other Attendees:** Mark Levitt, Levitt & Gordon; Rome Mayor Jackie Izzo, Jef Saunders, Saunder-Kahler LLP; Wade Abraham, Alder Creek Beverage.

**Other Attendees – WebEx:** Paul Goldman, Goldman Attorneys PLLC; Linda Romano and Laura Ruberto, Bond, Schoeneck & King; Shelby Pay, WUTR; John Herbrand and Charlie Monte Verde, Mohawk Adirondack & Northern Railroad; Alison Stanulevich, Horsht, LLC; Bob Pagano, Kris-Tech Wire; Patrick Allen and Greg Mountain, Collins Solar LLC; Gregg Evans, The Bonadio Group

Chair Grow called the meeting to order at 8:13 AM.

The members present in Sarasota, Florida stated that the location in which they are meeting is open to the public.

**Open Meetings Law**

A discussion ensued pertaining to the proposed Agency policy of procedures for member videoconferencing pursuant to Public Officers Law. **F. Betrus moved, and E. Quadraro seconded, to modify paragraph 3 of the policy such that Members must be physically present at the designated public meeting location in Rome, New York for no less than Fifty Percent (50%) of the meetings of the OCIDA within any given calendar year.** S. Zogby disagreed, and also stated that a physical location open to the public should imply that the location is within reason for a resident of Oneida County. **M. Fitzgerald moved, and S. Zogby seconded, to modify paragraph 2 of the policy such that pre-planned out of state travel is eliminated from the list of extraordinary circumstances.** F. Betrus brought up concerns with paragraph 6, and whether or not a quorum remains after the departure of a member from the meeting. **M. Fitzgerald moved, and F. Betrus seconded, to remove paragraph 6 in its entirety from the proposed policy.** S. Zogby questioned whether or not the removal of paragraph 6 would mean that a meeting would have to end if a member attending in-person left the meeting. D. Grow stated that if a quorum is no longer present, it may still be worthwhile for the meeting to be able to continue even if no more action may be taken. F. Betrus suggested removing paragraph 6, and having the Agency research whether or not a meeting can continue and action be taken with a quorum not present in a single location. Once the Agency has more clarity on this issue, it can be added into the policy. F. Betrus also clarified that his motion regarding meeting attendance intended to require 50% in-person attendance only for current board members, and any future board members required to attend 70% of meetings in-person. S. Zogby and D. Grow disagreed with that proposal. **In a vote on F. Betrus's motion requiring in-person attendance for no less than Fifty Percent (50%) of the meetings of the OCIDA within any given calendar year, the motion failed 3-4 (F. Betrus, E. Quadraro, and M. Fitzgerald in favor; K. Hinman, M.F. Messenger, S. Zogby, and D. Grow opposed). In a vote on M. Fitzgerald's motion to remove from paragraph 2 pre-planned out-of-state travel from the list of extraordinary circumstances, the motion carried 7-0. In a vote on M. Fitzgerald's motion to remove paragraph 6 in its entirety from the proposed policy, the motion carried**

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**6-1, with S. Zogby opposed.** D. Grow advised that the Agency still needs to agree on a percentage of in-person attendance required as part of this policy. **S. Zogby moved, and K. Hinman seconded, to modify paragraph 3 of the policy such that Members must be physically present at the designated public meeting location in Rome, New York for no less than Two-Thirds [2/3] of the meetings of the OCIDA within any given calendar year.** M.F. Messenger suggested a simple majority of meetings be attended in-person. The members then discussed whether this rule should apply to all meetings or only regularly scheduled meetings. **M.F. Messenger moved to amend the motion, requiring 60% in-person attendance of the regularly scheduled meetings of the OCIDA within any given calendar year. F. Betrus seconded the motion. Both S. Zogby and K. Hinman assented to the modification. The motion carried 7-0.** A discussion ensued regarding whether the 60% attendance requirement is effective immediately, looking at the past 12 meetings, or if it will be evaluated at an end-of-calendar-year basis. M. Levitt opined that as it is written, it would be evaluated at an end-of-calendar-year basis. D. Grow suggested adding specific language to the policy that would define the method of evaluation. **K. Hinman moved, and M.F. Messenger seconded, to include in the proposed policy the following language: "The Agency will evaluate attendance on an end-of-calendar-year basis, and report to the appointing authority at that time any members that did not meet the attendance threshold."** F. Betrus asked if it was legal to evaluate attendance in this proposed way. M. Levitt opined that it was legal. K. Hinman then called the question. **The motion carried 5-1, with F. Betrus opposed and M. Fitzgerald abstaining.** Prior to voting on the entire amended policy, M. Fitzgerald asked that the amended paragraph 3 be read. D. Grow read the paragraph as amended. Discussion ensued regarding whether the attendance evaluation and advisement to the appointing authority would be included in this paragraph or in a separate paragraph. Consensus among the members was that it would be included in paragraph 3. **S. Zogby moved, and D. Grow seconded, to approve the Agency's policy of procedures for member videoconferencing, as amended. The motion carried 7-0.**

## **Financials**

M. Carney presented the 2/28/2023 interim financial statement. Cash has increased by \$69K over the last 12 months. Restricted cash – PILOT holdings is made up of checks that were received but the payments to the jurisdictions have not been processed. The balance in accounts receivable – Wolfsped PILOTs is the Q1 billing; the invoice is due to the Wolfsped on February 15th of each year; Q1 payment is due no later than March 31. Wolfsped PILOT holdings is the offsetting account against the balance in the receivable; balances in these accounts will zero out once the payment is received from Wolfsped and the Agency disburses the funds. The Agency has collected \$5,000 total in commitment fees from five projects that have not yet closed as of February 2023. 2023 annual lease payments have been billed. Additional costs will be incurred due to the NYS website requirements implemented by the State's Authorities Budget Office; the additional costs were presented to the board, reviewed and voted on in the February 10th meeting. **Agency received and accepted the interim financials presented, subject to audit.**

M.F. Messenger shared that the 2022 draft financial audit had been provided to the members in the mailing, and stated that Gregg Evans from Bonadio was present via WebEx to answer any questions. M. Fitzgerald pointed out that in the first note to Basic Financial Statements, it lists the Agency's primary function is to issue industrial revenue bonds. However, due to New York State legislation, the Agency has not done such a bond in about fifteen years. He suggested striking this language from the note. M. Fitzgerald also pointed out that the audit makes no mention of the approximately \$3 million in funding flowing through the Agency in PILOT and PILOT Increment Financing contracts. These are the projects that the Agency is administering. M. Carney stated that she would work with Mr. Evans to write a disclosure note regarding this. He also brought up that the Management's Discussion & Analysis section does not include any discussion on the local economic impact of the Agency's activities, such as jobs created or retained. He requested that a short narrative be included. **A motion to approve the 2022 draft financial audit, contingent upon the edits suggested by the members, was made by M.F. Messenger, seconded by M. Fitzgerald, and carried 7-0.** M.F. Messenger thanked Bonadio group for its work on compiling the 2022 audit.

At 9:19, **F. Betrus moved to suspend the meeting for a recess. The motion was seconded by D. Grow, and carried 7-0.**

Chair Grow called the meeting back to order at 9:24.

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### **Kris-Tech Wire Co., Inc. – SEQR Resolution**

Chair Grow introduced a SEQR resolution relating to the **Kris-Tech Wire Company, Inc. 2023 Expansion Project**. The City of Rome Planning Board acted as lead agency and the Agency wishes to adopt the determinations and findings of the lead agency. **S. Zogby moved, and K. Hinman seconded, to approve the SEQR resolution relating to the Kris-Tech Wire Company, Inc. 2023 Expansion Project. The motion carried 6-0, with M. Fitzgerald abstaining.**

### **Kris-Tech Wire Co., Inc. – Final Authorizing Resolution**

Chair Grow introduced a final authorizing resolution relating to the **Kris-Tech Wire Company, Inc. 2023 Expansion Project**, authorizing financial assistance (consistent with the Agency’s Uniform Tax Exemption Policy) in the form of exemptions from sales tax (not to exceed \$437,500), exemptions from mortgage recording tax (not to exceed \$63,750) and reduction of real property tax on the increased assessment resulting from the Project for a period of 10 years (estimated at \$1,437,672), and authorizing the form and execution of related documents, subject to counsel review. The Agency conducted a public hearing on March 13, 2023. **S. Zogby moved, and F. Betrus seconded, to approve the final authorizing resolution relating to the Kris-Tech Wire Company, Inc. 2023 Expansion Project. The motion carried 6-0, with M. Fitzgerald abstaining.**

### **Alder Creek Beverages, LLC – Consent to Change of Control**

Chair Grow introduced an amended resolution relating to the **Alder Creek Beverages, LLC** facility. The Agency adopted a resolution on February 13, 2023 relating to the consent to change of control and wishes to consider an amendment. S. Papale explained that at the February meeting, a job commitment was included that was based on information from another agenda item. The proposed amended resolution clarifies that no additional job commitment is required. **E. Quadraro moved, and D. Grow seconded, to approve the amended resolution relating to Alder Creek Beverages, LLC.** M. Fitzgerald expressed concern about the precedent this could set with the change in control taking place prior to the Agency’s authorization, and that a benefit is continuing to the business without much impact being provided to the local community. S. Papale apologized for not bringing this matter to the Agency for a vote sooner, though pointed out that this change in ownership was previously discussed in executive sessions. D. Grow agreed that it could set a bad precedent, but acknowledged that continuing financial assistance is important to retaining jobs in a rural part of the County. M. Kaucher stated that the original PILOT agreement required the business to retain 44 jobs and create 10, and that as of the company’s 2022 annual report, it had 49 jobs. Wade Abraham, representing Alder Creek Beverages, stated that the business currently has 52 employees. He further explained the challenges with finding candidates to hire, especially considering the rural character of where their business is located. During COVID, the financial support that was offered by the investment group which purchased the company enabled the business to stay viable, preserving as many jobs as possible at a time when customer demand was drastically decreased, and the offer to purchase made the difference between staying in business and being liquidated. Upon hearing this information, M. Fitzgerald suggested terminating the existing PILOT and offering a new PILOT to the new ownership with no fee or change to existing employment commitment. Mr. Abraham pointed out that this proposal would result in a loss of benefit for the current year. D. Grow also stated that keeping the existing benefit in place will avoid new legal and closing fees. With no further discussion, **the motion carried 4-3, with F. Betrus, K. Hinman, and M. Fitzgerald opposed.**

### **Mohawk Adirondack & Northern Railroad Inc. – Inducement Resolution**

Chair Grow introduced an inducement resolution relating to the **Mohawk Adirondack & Northern Railroad Inc./Genesee & Mohawk Valley Railroad, Inc. 2023 Lease and PILOT Extension**, granting preliminary approval for financial assistance (that is a deviation from the Agency’s Uniform Tax Exemption Policy) in the form of extending the full exemption from real property taxes for a period of ten years (valued at approximately \$1,000,000.00) and authorizing the Agency to conduct a public hearing. Chair Grow clarified that the Agency could continue the same PILOT benefits, but shift the ownership to the railroad company and convey benefits via a lease-leaseback agreement. S. Papale also stated that the Agency is requesting that the railroad provide to the Agency its annual maintenance plan to ensure safety throughout the line, and that prior to closing, a service agreement be completed with Griffiss Local Development Corporation to ensure continued rail service to Griffiss Park tenants. Mayor Izzo encouraged the Agency to support this request in order to continue reliable freight service in the City of Rome and in the Griffiss Park. John Herbrand, representing the railroad, expressed confidence that an agreement with GLDC will be in place prior to the

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existing PILOT expiring on June 30th, 2023. L. Ruberto stated that this agreement is already a stated condition in the proposed inducement resolution. Mr. Herbrand stated that he and his partners David Monte Verde and Michael Thomas each own one-third of Genesee Valley Transportation Co., which owns 90% of Mohawk Adirondack & Northern Railroad Inc. There is a separate individual that owns 10% of MA&N Railroad. **The motion carried 7-0.**

#### **Collins Solar, LLC – Inducement Resolution**

Chair Grow introduced an inducement resolution relating to the **Collins Solar, LLC (Barneveld Community Solar) Facility**, granting preliminary approval for financial assistance in the form of reduction of real property taxes for a period of 25 years during which time the Company will pay PILOT Payments equal to \$10,000 per MW-AC (valued at approximately \$1,628,296.00), which is consistent with the Agency's Uniform Tax Exemption Policy and authorizing the Agency to conduct a public hearing. It was clarified that the per-megawatt payments will equate to ~\$1.6 million, and that the full property taxes without exemption would be approximately \$3.2 million. **S. Zogby moved, and M.F. Messenger seconded, to approve the inducement resolution relating to the Collins Solar, LLC Project.** M. Fitzgerald asked about the status of the project's decommissioning plan. Greg Mountain, representing the project, stated that the decommissioning plan is in place, and that a decommissioning bond is also in place. This project has received all necessary municipal approvals. F. Betrus asked who owns Sunlight PV, LLC. Mr. Mountain stated that it is an entity of Sunlight General, but the exact ownership of that entity was known off-hand. M. Kaucher stated that this is the same ownership group that put together the SG Oneida project, and during that project, a letter was provided that stated the exact ownership as one-third (33.3%) owned by each of the following three private individuals / legal U.S. citizens: Stacey L. Hughes, Edouard Klehe, and William C. Zachary. Mr. Mountain stated that he would affirm the same ownership, and provide a re-signed letter stating such. With no further discussion, **the motion carried 6-1, with F. Betrus opposed.**

#### **Collins Solar, LLC – SEQR Resolution**

Chair Grow introduced a SEQR resolution relating to the **Collins Solar, LLC (Barneveld Community Solar) Facility**. The Town of Trenton Planning Board acted as lead agency and the Agency wishes to adopt the determinations and findings of the lead agency as a "Type 1" action. **M. Fitzgerald moved, and S. Zogby seconded, to approve the SEQR resolution relating to the Collins Solar, LLC Project. The motion carried 7-0.**

#### **Horsht, LLC – Increase of Sales Tax Exemption**

Chair Grow introduced a resolution relating to the **Horsht, LLC Facility**, authorizing an increase in the value of sales tax exemptions (not to exceed \$186,479) and an extension of time of the agency appointment to September 30, 2023 and approving the form and execution of related documents. **M. Fitzgerald moved, and S. Zogby seconded, to approve the Increase of Sales Tax Exemption relating to the Horsht, LLC Project. The motion carried 7-0.**

#### **GLDC/Building 302 Facility – License Agreement Extension**

Chair Grow introduced a resolution relating to the **Griffiss Local Development Corporation/Building 302 Facility**, consenting to a one-month extension of an existing license agreement and authorizing the form and execution of related documents, subject to counsel review. M. Fitzgerald clarified that this is a simple one-month extension. **M. Fitzgerald moved, and F. Betrus seconded, to approve the license agreement extension relating to the GLDC/Building 302 Facility. The motion carried 7-0.**

#### **Research Associates of Syracuse, Inc. – Extension on Tenant Search**

Chair Grow recused himself from discussion and voting on this matter. M. Fitzgerald introduced a resolution relating to the **Research Associates of Syracuse, Inc. Facility**, extending the period of time for the landlord to identify a replacement tenant to June 30, 2023 and authorizing the execution of related documents, subject to counsel review. He referenced recent communication between staff and the company which details recent efforts to obtain a tenant, and the circumstances which have delayed the execution of a lease. Specifically, the Rome City School district is considering leasing the space for administrative offices. Staff made the following recommendation to the members: since the School District's approval process is out of the control of the Company, the Agency shall offer (a) if the School District Sublease is approved, terminate the Agency Documents effective on the July 2023 taxable status date; or (b) if the School District Sublease is not approved, extend the period of time for the Company to identify a suitable tenant to June 30, 2023; or

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(c) if the Company identifies another suitable tenant and such tenant is eligible for financial assistance from the Agency and the Agency grants its consent, amend and restate the Agency Documents to reflect the new project, the new project goals, and the new tenant; or (d) if the Company does not identify another suitable tenant before June 30, 2023, terminate the Agency Documents effective on the July 2023 taxable status date. **S. Zogby moved, and F. Betrus seconded, to approve the proposed extension on a tenant search for Research Associates of Syracuse, Inc. until June 30, 2023. The motion carried 6-0, with D. Grow abstaining.**

#### **GLDC Master Lease and PILOT - Inducement Resolution**

Chair Grow introduced an inducement resolution relating to the **GLDC 2023 Master Lease and PILOT Extension**, granting preliminary approval for financial assistance (that is a deviation from the Agency's Uniform Tax Exemption Policy) in the form of extending the full exemption from real property taxes for a period of ten years (valued at approximately \$6,781,293.00) and authorizing the Agency to conduct a public hearing. Chair Grow explained that this is an extension of the original master lease that started in or around 2001, and which is essential in order to enable development on the vacant land within the Griffiss Business & Technology Park. M. Fitzgerald stated that the types of facility listed in the memo are not accurate to the existing condition of the properties included in this application. All properties included in this master lease and PILOT are currently vacant, but *could be* developed into a variety of industrial, commercial, retail, market rate housing, community solar, or community facilities. He stated that the Agency should not pre-determine the types of development to take place. The applicant stated that this was not the intent as it was written, but instead to explain the variety of developments that are possible and permissible on these properties. M. Fitzgerald questioned how the approximate value of property taxes to be exempted was derived. Jef Saunders explained that many of the acres included in this PILOT consist of public infrastructure such as roads and storm drainage, which are in the process of being transferred to the City of Rome. The assessed value of these properties alone is over \$12 million. This is further complicated by the fact that some of these assessed values are derived from Air Force estimates, which were established when there was a lot more building fabric and other assets present at the Base. M. Fitzgerald stated that the memo to the members should be corrected to state that the current taxes being paid is \$0 and the estimated PILOT value is around \$6.7 million. M. Fitzgerald asked for clarification on question 6b on the application, which requests a 49-year PILOT on open-space properties. J. Saunders stated that this was a mistake and that the request should be 10 years. **S. Zogby moved to approve the GLDC Master Lease and PILOT Extension Inducement Resolution, with the corrections made to the listed types of facilities, the stated amount of current taxes being paid, and the PILOT duration on open-space properties. M. Fitzgerald seconded the motion. The motion passed 7-0.**

#### **Sovena USA – Mortgage Modification Document**

Chair Grow introduced a resolution to ratify the execution and delivery of a mortgage modification document relating to the **Sovena USA facility**. The Agency was asked to join in a mortgage modification to amend certain business terms of a mortgage to which the Agency is a party. Such action was authorized by the resolution adopted by the Agency on December 15, 2015, and this ratification is to note the action on the record. M. Fitzgerald asked what the mortgage modification is, and whether or not a letter was received from Sovena. S. Papale confirmed that a letter was received, and L. Ruberto stated that the modification involved changing the index upon which the interest rate is based, since LIBOR is being discontinued. **S. Zogby moved, and M. Fitzgerald seconded, approving the resolution to ratify the execution and delivery of a mortgage modification document relating to the Sovena USA facility. The motion carried 7-0.**

#### **FAST NY Application**

Chair Grow introduced a request to apply to Empire State Development (ESD) for FAST NY on behalf of Mohawk Valley EDGE for the Marcy Nanocenter site. S. DiMeo explained that this application and any grant monies received will pay for additional site improvements at Marcy Nanocenter, which will better position it for future semiconductor manufacturing. The total budget will be about \$18 million. He stated that a copy of the completed application, including a full project budget, will be provided by EDGE staff for Agency members to review at the next meeting. L. Romano stated that many other IDAs across New York State are submitting FAST NY applications on behalf of development sites and economic development organizations. S. DiMeo said that Oneida County is expected to be submitting an application for the Triangle Site on the Griffiss Business & Technology Park. D. Grow asked if this grant will be reimbursement-

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based. S. DiMeo wasn't sure since this guidance has not been provided by New York State. **F. Betrus moved, and K. Hinman seconded, to authorize the Agency to apply to Empire State Development (ESD) for FAST NY on behalf of Mohawk Valley EDGE for the Marcy Nanocenter site. The motion carried 7-0.**

#### **PAAA Submissions**

Chair Grow introduced a resolution to ratify and confirm the required PAAA documents and to approve their submission to New York State. Chair Grow clarified that none of the documents and policies being submitted included new amendments. **M. Fitzgerald moved, and S. Zogby seconded, a motion to ratify and confirm the required PAAA documents and to approve their submission to New York State. The motion carried 7-0.**

#### **Minutes**

The members reviewed meeting minutes from the Agency meetings from December 8, 2022 and February 10, 2023. M. Fitzgerald pointed out the need to revise the third and fourth motions made during the December 8, 2022 meeting. These motions were only to approve the 2023 EDGE-OCIDA Staff Service Contract and 2023 EDGE-OCIDA Supplemental Staff Service Contract. **M. Fitzgerald moved, and M.F. Messenger seconded, to approve the December 8, 2022 minutes as corrected. The motion carried 7-0.** With no changes, **M. Fitzgerald moved and F. Betrus seconded to approve the February 10, 2023 minutes as presented. The motion carried 7-0.**

At 10:43 AM a motion to enter executive session in order to discuss litigation was made by F. Betrus, seconded by E. Quadraro, and carried 7-0.

At 11:24 AM a motion to exit executive session and return to the open meeting was moved by M. Fitzgerald, seconded by F. Betrus, and carried 7-0.

**There being no further business, at 11:25 AM Chair Grow asked for a motion to adjourn the meeting: M. Fitzgerald moved, and F. Betrus seconded the motion to adjourn. Motion carried 7-0.**

Respectfully Submitted,

Tim Fitzgerald

**Oneida County Industrial Development Agency**  
**Notes to the Financial Statements**  
**March 31, 2023**

**Balance Sheet:**

1. Cash increased by \$86K over the last 12 months; this is due to the increase in net assets
2. The balance in restricted cash is made up of the PILOT holdings related to the Hartford PILOT
3. The balance in accounts receivable is for annual rent billed but not yet received by the agency
4. The \$1,000 commitment fees collected from the following for projects that have not closed as of March 2023:
  1. Source Renewables LLC (received April 2020- Project on Hold- commitment fee will be held and used to pay certain legal bills from BS&K related to the project)
  2. EDF Renewables (former partner in the Quiet Meadows projects) (received November 2021)
  3. Central Utica Building (received November 2021)
  4. Solitude Solar, LLC (received February 2022)
  5. Kris-Tech Wire, Inc. (received January 2023)
  6. Mohawk Adirondack & Northern RR. Corp (received March 2023)
  7. Collins Solar (received March 2023)

**Budget Comparison Report (Income Statement):**

1. 2023 annual lease payments have been billed
2. The following are the closings and application fees received from 1/1/23-3/31/23:
3.

1/30/2023	Solar Power Capital (SSC Kirkland)	Admin & Commitment Fee	41,580.40
2/7/2023	Kris-Tech Wire	Application Fee	500.00
3/15/2023	Fiber Instrument Sales	Admin & Commitment Fee	1,918.00
3/21/2023	Mohawk Adirondack & Northern RR Corp	Application Fee	500.00
3/21/2023	Collins Solar	Application Fee	500.00
<b>Total as of 3/31/23</b>			<b><u>44,998.40</u></b>
4. Additional costs will be incurred due to the NYS website requirements implemented by the State's Authorities Budget Office; the additional costs were presented to the board, reviewed and voted on in the February 10<sup>th</sup> meeting

**Other Significant Items to Note:**

1. The 1<sup>st</sup> quarter invoice to Wolfspeed was billed 2/15 and was received by the agency in March; the Agency distributed the funds according to the PILOT terms in March as well
2. The IDA received all payments related to the Hartford PILOT for 2022 and payments to the jurisdictions were made in accordance with the PILOT agreement; a payment was received by Indium for the last year of the Hartford PILOT; the Agency will distribute the funds once all are billed by the jurisdictions and received by the Agency
3. The payment from Sovena for the County tax bills was received and was paid in accordance with the PILOT agreement
4. The invoice to Sovena for the City tax bill was sent to Sovena and when payment is received; funds will be distributed in accordance with the PILOT agreement

**Oneida County Industrial Development Agency**  
**Balance Sheet**  
**March 31, 2023 and 2022**

	Current Year	Prior Year
<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	909,702	823,106 <sup>1</sup>
Restricted Cash - PILOT Holdings	30,253	133,878 <sup>2</sup>
PILOT Holdings- Payment Received	(30,253)	(133,878) <sup>2</sup>
Accounts Receivable	24,168	16,750 <sup>3</sup>
Accounts Receivable- Wolfsped PILOT	0	0
Wolfsped PILOT Holdings	0	0
Prepaid Expenses	1,564	649
<b>Total Current Assets</b>	935,434	840,505
<b>Fixed Assets</b>		
Furniture/Fixture/Eqpt	6,679	6,679
A/D-Furniture/Fixt/Eqpt	(6,679)	(6,679)
<b>Total Fixed Assets</b>	0	0
<b>Total Assets</b>	935,434	840,505
<b>Liabilities &amp; Net Assets</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable	4,664	893
Accrued Expenses	4,475	1,800
Deferred Revenue	7,000	10,000 <sup>4</sup>
<b>Total Current Liabilities</b>	16,139	12,693
<b>Total Liabilities</b>	16,139	12,693
<b>Net Assets</b>		
Fund Balance	519,295	427,813
Fund Balance-Board Restricted	400,000	400,000
<b>Total Net Assets</b>	919,295	827,813
<b>Total Liabilities &amp; Net Assets</b>	935,434	840,505

Oneida County Industrial Development Agency  
 Budget Comparison Report  
 Current Period: 3/1/2023 - 3/31/2023  
 Budget Period: 1/1/2023 - 3/31/2023  
 With Comparative Periods Ending 3/31/2022 and 3/31/2021

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	3/31/2022	3/31/2021
Revenue						
Reimbursements	0	0	216	0	0	0
Interest Income & Miscellaneous	145	92	569	275	599	112
Lease Payments	0	4,563	58,750 <sup>1</sup>	13,688	49,500	39,250
PILOT Application / Admin Fees	2,918	23,333	44,998 <sup>2</sup>	70,000	42,731	40,748
PILOT Clawback MSP	0	0	0	0	0	32,500
Total Revenue	<u>3,063</u>	<u>27,988</u>	<u>104,533</u>	<u>83,963</u>	<u>92,830</u>	<u>112,610</u>
Expenses						
Business Expense	20	83	236	250	284	445
Contracted Service-Accounting	625	625	1,875	1,875	1,750	1,750
Contracted Services - Legal	850	850	2,550	2,550	2,550	2,400
Legal Services & PILOT Clawback MSP	0	0	0	0	0	10,653
Contracted Services- Other	169	417	508	1,250	0	0
Marketing- Contracted Services	0	83	4,330 <sup>3</sup>	250	45	45
Dues & Subscriptions	0	167	0	500	1,250	1,250
Insurance - General	304	333	912	1,000	912	997
Special ED Projects Contingency	10,417	10,417	31,250	31,250	25,000	25,000
Office Supplies & Expense	40	0	120	0	0	0
Seminars & Conferences	0	250	0	750	0	0
Service Fees	14,700	14,700	44,100	44,100	42,000	40,000
Total Expenses	<u>27,125</u>	<u>27,925</u>	<u>85,881</u>	<u>83,775</u>	<u>73,791</u>	<u>82,540</u>
Excess or (Deficiency) of Revenue Over Expenses	<u>(24,062)</u>	<u>62</u>	<u>18,652</u>	<u>187</u>	<u>19,039</u>	<u>30,070</u>

**Oneida County Industrial Development Agency  
Statement of Cash Flows  
For the Period Ending March 31, 2023**

**Cash Flows From ( Used by) Operating Activities**

Increase (Decrease) in Net Assets	\$ 91,482
<b>Adjustments for Noncash Transactions</b>	
Depreciation and Amortization	0
(Increase) Decrease in Assets	
Accounts Receivable	(7,418)
Accounts Receivable- Wolfsped PILOT	0
Prepaid Expenses	(914)
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	6,447
Deferred Revenue	(3,000)
Wolfsped PILOT Holdings	0
<b>Net Cash Flows From Operating Activities</b>	<u>86,597</u>

**Cash Flows From (Used By) Investing Activities**

Capital Expenditures	<u>0</u>
<b>Net Cash From (Used by) Investing Activities</b>	0

**Cash Flows From (Used By) Financing Activities**

Repayments of Long Term Debt	0
Proceeds from Long Term Debt	<u>0</u>
<b>Net Cash Flows (Used by) Financing Activities</b>	0

<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	86,597
<b>Cash and Cash Equivalents, Beginning of Period</b>	823,106
<b>Cash and Cash Equivalents, End of Period</b>	<u><u>\$ 909,702</u></u>

(0)

**TERMS OF FINANCIAL ASSISTANCE**  
**Board Summary**

**General Project Information**

Company: **Yoder Properties Ltd.** (real estate company for **Stark Truss Co, Inc.**)

Description of Project:

**Yoder/Stark Truss** plans to construct a new 27,200 SF wooden truss/building component manufacturing facility located at 878 Ellsworth Rd., on the GBTP Park in Rome. There will also be a 2000SF 2-story wood office structure off of the front of the main structure. This project utilizes one of the last infill sites designated for manufacturing development on the Griffiss Park, and will create an attractive environment for new talent looking for career opportunities. This expansion will retain 22 existing employees, and will lead to the creation of 8 new full-time positions, many of which will be entry level, and thus made available to people from all socio-economic backgrounds. These jobs will include manufacturing jobs for Roof Truss, Floor Trusses, and Wall Panels. There will also be supporting roles to the manufacturing such as Truck Drivers, Office Employees, Yard/Lift Employees and Design jobs.

Type of Facility: **Industrial**

Will Project involve the abandonment of a facility? **Yes. Company vacating leased space in Town of Whitestown.**

**Request for Financial Assistance**

PILOT Value estimated at **\$ 568,959.00** - 10 Year Industrial PILOT on entire new facility

- Consistent with UTEP
- Zero current taxes on GLDC/OCIDA property

**Mortgage recording tax exemption valued at \$ 14,350.42**

**Sales tax exemption valued at \$ 78,450.09**

Affected Tax Jurisdictions: **City of Rome, Rome City School District, County of Oneida**

**Obligations for Financial Assistance**

Current FTEs to be retained at Facility: **22** in County: **22**

FTEs to be created at Facility: **8** in County: **8**

Date when created FTEs to be filled: **Within 3 years of lease date**

**PAYMENT IN LIEU OF TAX BENEFIT VALUE CALCULATOR**

To be used as guidance to calculate the PILOT Benefit value on Page 9 of application. Rates and assessments are for example only.

<b>Information on Real Property Proposed For PILOT</b>			<b>Stark Truss</b>
Estimated Assessment in 1,000s	\$	1,583	Provide

<b>Tax Rates Per 1k of Assessment at time of application*</b>			Full Payment	Rate Year	Muni
Oneida County	\$	10.538131	\$ 16,682	2023	Oneida
City or Township**	\$	20.1959147	\$ 31,970	2023	Rome Inner
Village**	\$	-	\$ -		
School District	\$	34.70654492	\$ 54,940	2022-2023	Rome
<b>Total</b>	<b>\$</b>	<b>65.44</b>	<b>\$ 103,592</b>		

\*Do not include Special District Tax Rates    \*\*Verify equalization rates with jurisdiction for parity with other jurisdictions  
Annual rate increase factor of 2% is used in calculator

1.02					PILOT Value
<b>PILOT VALUE CALCULATOR VALUES</b>	<b>Full</b>		<b>IDA-Industrial</b>		
Year 1 Payment	\$ 66.75	\$ 105,664	\$ 35,221	\$	70,443
Year 2 Payment	\$ 68.08	\$ 107,778	\$ 35,926	\$	71,852
Year 3 Payment	\$ 69.45	\$ 109,933	\$ 36,644	\$	73,289
Year 4 Payment	\$ 70.83	\$ 112,132	\$ 37,377	\$	74,755
Year 5 Payment	\$ 72.25	\$ 114,374	\$ 38,125	\$	76,250
Year 6 Payment	\$ 73.70	\$ 116,662	\$ 77,775	\$	38,887
Year 7 Payment	\$ 75.17	\$ 118,995	\$ 79,330	\$	39,665
Year 8 Payment	\$ 76.67	\$ 121,375	\$ 80,917	\$	40,458
Year 9 Payment	\$ 78.21	\$ 123,803	\$ 82,535	\$	41,268
Year 10 Payment	\$ 79.77	\$ 126,279	\$ 84,186	\$	42,093
<b>Totals:</b>		<b>\$ 1,156,995</b>	<b>\$ 588,036</b>	<b>\$</b>	<b>568,959</b>

<b>Abatement Percentages</b>	<b>Full</b>	<b>485-b</b>	<b>IDA-Comm</b>	<b>IDA-Industrial</b>
Year 1		50	50	66.66666
Year 2		45	50	66.66666
Year 3		40	25	66.66666
Year 4		35	25	66.66666
Year 5		30	25	66.66666
Year 6		25		33.33333
Year 7		20		33.33333
Year 8		15		33.33333
Year 9		10		33.33333
Year 10		5		33.33333



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# APPLICATION FOR FINANCIAL ASSISTANCE

**Oneida County Industrial Development Agency**  
584 Phoenix Drive  
Rome, New York 13441-1405  
(315) 338-0393 telephone  
(315) 338-5694 fax  
Shawna M. Papale, Executive Director  
spapale@mvedge.org

**Please submit the signed and notarized completed application (Pages 1-25 ONLY), which must include any applicable addendum or supplemental information requested in the application, along with payment of a non-refundable \$500 Application Fee and a \$1,000 Commitment Fee (will be applied to final closing costs) to the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome NY 13441-1405, within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. An electronic version of the application must accompany the original application via physical media or e-mail.**

878 Ellsworth Rd

Project Name

Date of Submission

4/21/2023

## **Important Notes to Applicant:**

Upon the submission of this application to the OCIDA, the application becomes a public document. Be advised that any action brought before the Agency is public information. All agendas for the OCIDA are issued publicly prior to the full agency meeting. Upon the submission of this application to the OCIDA, the application becomes a public document and OCIDA is required by law to post on its website and make available to the public this Application and supporting materials. If when completing this Application, you deem any information to be specifically exempted from disclosure under Article Six of the Public Officers Law, please answer the question "This information is deemed to be exempt from disclosure under Article Six of the Public Officers Law and is submitted on the attached confidential addendum." It is acceptable to submit any confidential addendum electronically as a .pdf file separate from the application, but any confidential addendum must still be submitted with the hard copy of the full application (see Page 1). Please answer any such questions on a separate Addendum titled, "Confidential and Protected by Article Six of the Public Officers Law." If OCIDA is challenged to produce any information the Applicant identifies as protected, the Applicant will be required at its sole cost to defend such assertion on behalf of OCIDA.

The information requested by this application is necessary to determine the eligibility of your project for OCIDA benefits. Please answer all questions and respond "Not Applicable", "NA", or "none" where appropriate. If you're response is an estimate, please indicate so. Attach additional sheets if more space is needed for a response. **All applications must include a completed and signed NYS SEQR form and Cost Benefit Analysis form (please consult with OCIDA) before the application is considered complete.**

By signing and submitting this Application, the Applicant acknowledges that it received a copy of the Uniform Tax Exemption Policy and the Oneida County IDA Penalty for Failure to Meet Employment Levels as adopted by the Agency and Agency Memorandums pertaining to the benefits of projects financed through the Agency.

A project financed through the Agency involves the preparation and execution of significant legal documents. Please consult with an attorney before signing any documents in connection with the proposed project. You will receive an engagement letter from the OCIDA legal counsel. You will be asked to sign the engagement letter acknowledging you will be responsible for all legal fees of OCIDA legal counsel and that you understand the process. Should you not close and legal services have been rendered by the OCIDA legal counsel, Applicant will be responsible for those costs.

If your project requires a public hearing, a representative of the applicant is required to be present. A date will be coordinated by the OCIDA legal counsel.

If you have any questions how to calculate the OCIDA's application fee please refer to the enclosed Memorandum to Companies -Sale Leaseback Transactions or contact the OCIDA.

**Part I: Applicant Information**

**Note:** In responding to the following questions, please keep in mind that the Applicant will be party to all of the documents and is the individual or if entity will be formed which will receive the actual financial assistance from the Agency.

**Applicant**

1(a) Applicant's Legal Name: Yoder Properties, LTD

1(b) Principal Address: 109 Miles Ave, SW  
Canton, OH 44710

1(c) Telephone/Facsimile Numbers: 330-478-2100 - Ext. 1138 & 1139

1(d) Email Address: Mark.Taylor@Starktruss.com

1(e) Federal Identification Number: 34-1787803

1(f) Contact Person: Mark Taylor, CFO

1(g) Is the Applicant a  Corporation:  If Yes, Public  Private   
If public, on which exchange is it listed?   
 Subchapter S  
 Sole Proprietorship  
 General Partnership  
 Limited Partnership  
 Limited Liability Corporation/Partnership  
 Single-Member LLC (name and EIN below):

Name: \_\_\_\_\_  
EIN #: \_\_\_\_\_

DISC  
 Other(specify) \_\_\_\_\_

1(h) State of Organization (if applicable) Ohio

**Applicant's Stockholders, Members, Directors and Officers, Partners.**

2(a) Provide the following information with respect to any person with 15% or more in equity holdings in any entity in ownership chain of the project. Add additional sheets if necessary.

<u>Name</u>	<u>Address</u>	<u>Percentage of Ownership</u>
Yoder Properties is the property company related to Stark Truss. See attached PDF.		

2(b) Is the Applicant, or any of the individuals listed in 2(a) above, related directly or indirectly to any other entity by more than 50% common ownership? **If Yes**, indicate name of such entity and the relationship.  Yes  No

Yoder Properties is the property company related to Stark Truss. See attached PDF.

2(c) Is the Applicant affiliated with any other entity, directly or indirectly, other than as listed in the response to 2(a) above? **If Yes**, please indicate name and relationship of such other entity and the address thereof:  Yes  No

**Yoder Properties**

**Stark Truss**

Steve Yoder	25.00%	25.35%
Tracy Yoder	0.00%	1.14%
Javan Yoder	25.00%	25.16%
Janice Dickey	25.00%	21.65%
Jay Dickey	0.00%	1.26%
Wendy Spillman	25.00%	25.43%
	<hr/>	<hr/>
	100.00%	100.00%

## **Applicant's Counsel and Accountant**

### **3(a) Applicant's Attorney**

Name/Title: Andy Kowalczyk III

Firm: Kowalczyk & Deery LLP

Address: 185 Genesee Street 12th Floor  
Utica, NY 13501

Telephone/Fax: Office - (315) 724-3164 / (315) 624-0034

Email: Ask3@ktdlaw.com

### **3(b) Applicant's Accountant**

Name/Title: Don Kloha

Firm: 415 Group

Address: 4300 Munson St N.W.  
Canton, OH 44718

Telephone/Fax: 330-492-0094

Email: Dkloha@415group.com

## **Business Description**

**4(a)** Describe the nature of your business and principal products and/or services. Attach additional sheets if necessary.

Stark Truss, founded in 1963, is a leading manufacturer and supplier of wood components for the construction industry. With Nearly 60 years of experience supplying large multi-family and commercial developments, single-family track and custom homes, and agricultural buildings – Stark Truss has the resources to provide expertise to almost any construction project. Stark Truss is dedicated to providing high-quality components from plants located in Ohio, Indiana, Missouri, Kentucky, Virginia, and South Carolina, North Carolina, New York, Rhode Island, Georgia that service 20 states throughout the Central to Eastern US.

Our construction product line includes roof and floor trusses, wall panels, laminated veneer lumber (LVL), I-joists, glulam posts, pre-built stairs, StarkLam beams, and connector hardware.

Where the product offering is somewhat customary to the component industry, it is our experience that sets us apart.

## Part II: Project Information

**5(a)** Explain your project in detail. This description should include explanation of all activities which will occur due to this project. Attach additional sheets if necessary.

Stark Truss plans to construct a NEW 27,200 SF wooden truss/building component manufacturing facility located at 878 Ellsworth Rd., on the Griffiss Business & Technology Park in Rome. There will also be a 2000SF 2-story wood office structure off of the front of the main PEMB structure. This project utilizes one of the last infill sites designated for manufacturing development on the Griffiss Park, and will create an attractive environment for new talent looking for career opportunities. This expansion will retain our 22 existing employees, and will lead to the creation of 8 new full-time positions, many of which will be entry level, and thus made available to people from all socioeconomic backgrounds. These types of jobs will include manufacturing jobs for Roof Truss, Floor Trusses, and Wall Panels. There will also be supporting roles to the manufacturing such as Truck Drivers, Office Employees, Yard/Lift Employees and Design jobs.

### Reasons for Project

**6(a)** Please explain in detail why you want to undertake this project.

Stark Truss plans to undertake this project because this will create an attractive environment for new talent looking for long-term career opportunities.

Our current facility, in Whitesboro, NY, makes it difficult to attract and maintain good employees, and with our intentions of strengthening and growing our presence in the upstate NY region this is a vital step for Stark Truss.

Limitations of the property and facility impede Stark Trusses ability to grow our business in the current location. This includes the current facility being located in a flood plain.

**6(b)** Why are you requesting the involvement of the Agency in your project?

Stark truss is requesting the assistance of OCIDA so the project enables Stark Truss to maintain a presence in Oneida County and retain existing employees along with adding additional employees. The OCIDA benefits makes the proposed project feasible due to the increase project cost related to material and labor inflation.

6(c) Please confirm by checking the box below, if there is the likelihood that the Project would not be undertaken **BUT FOR** the Financial Assistance provided by the Agency.

Yes  No

If the Project could be undertaken without Financial Assistance provided by the Agency, ("**No**" is checked above) then provide a statement in the space provided below indicating why the Agency should approve the requested assistance:

How will the Applicant's plans be affected or scaled back if Agency approval is not granted?

If funding was not secured, our project's total size and time-line, could be scaled back or need to expand in a different location. This could result in Stark consolidating operations in other existing Stark plants outside of New York.

6(d) Is the proposed project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

Yes  No **If Yes**, please explain briefly.

The proposed project will strengthen our presence in the upstate NY region, and not require us to pursue land acquisition or a facility else where.

6(e) Will financing by the Agency result in the removal or abandonment of a plant or other facility of the applicant or any related entity presently located in another area of New York State?

[  Yes [  No

**If Yes**, is the proposed project reasonably necessary to preserve the competitive position of the Applicant in its respective industry?  Yes  No

**If Yes**, please provide a statement and evidence supporting the same. Include the name of all taxing jurisdictions in which the abandoned facility or plant lies, and whether Applicant has had any discussions with said taxing jurisdictions regarding the abandonment. Please provide as much detail as possible.

Our current Facility is located at 44 Old Mohawk St., Whitesboro, New York 13492 and was never intended to be a Truss manufacturing facility. We are currently renting the back part of this foundry for our truss operations. It is limiting our required growth of our facility, and this location makes it difficult to attract and maintain good talent. This is primarily due to the older infrastructure, and the yard space is inadequate for our operations.

Limitations of the property and facility impede Stark Trusses ability to grow our business in the current location. This includes the current facility being located in a flood plain.

**6(f)** Has the Applicant or any related entity previously secured financial assistance in Oneida County (whether through the Agency, the Empire State Development Corporation, or any other entity) ?  Yes  No

**If Yes**, please explain (indicate date of benefit, location of facility and outstanding balance).

Several years ago we had some assistance with OJT through local Working Solutions.

**6(g)** Has the Applicant or any related entity secured financial assistance anywhere within the United States within the last 90 days or does the Applicant or any related entity anticipate receiving financial assistance within the next 90 days?  Yes  No

**If Yes**, please explain.

Stark Truss anticipates receiving and incentive package from our CFA application in the next 90 days.

**6(h)** Check all categories best describing the type of project for all end users at project site (you may check more than one; if checking more than one indicate percentage of square footage the use represents):

Please provide percentage of sq. footage for each use (if more than one category):

- |   |                                    |
|---|------------------------------------|
| <input checked="" type="checkbox"/> Manufacturing       | <input type="text" value="100"/> % |
| <input type="checkbox"/> Industrial Assembly or Service | <input type="text"/> %             |
| <input type="checkbox"/> Back office operations         | <input type="text"/> %             |
| <input type="checkbox"/> Research and Development       | <input type="text"/> %             |
| <input type="checkbox"/> Technology/Cybersecurity       | <input type="text"/> %             |
| <input type="checkbox"/> Warehousing                    | <input type="text"/> %             |
| <input type="checkbox"/> Commercial or Recreational     | <input type="text"/> %             |
| <input type="checkbox"/> Retail                         | <input type="text"/> %             |

- |                             |   |                        |
|-----------------------------|---|------------------------|
| <b>Add Housing Addendum</b> | <input type="checkbox"/> Residential housing (specify) _____              | <input type="text"/> % |
|                             | <input type="checkbox"/> Pollution Control (specify) _____                | <input type="text"/> % |
|                             | <input type="checkbox"/> Environmental (e.g., Brownfield) (specify) _____ | <input type="text"/> % |
| <b>Add Solar Addendum</b>   | <input type="checkbox"/> Other (specify ie; renewable energy) _____       | <input type="text"/> % |

6(i) Check all categories best describing the **scope of the project**:

- Acquisition of land
- Acquisition of existing building
- Renovations to existing building
- Construction of addition to existing building
- Demolition of existing building or part of building
- Construction of a new building
- Acquisition of machinery and/or equipment
- Installation of machinery and/or equipment
- Other (specify) \_\_\_\_\_

6(j) Please indicate the financial assistance you are requesting of the Agency, and provide the estimated value of said assistance. Attach a sheet labeled Annual PILOT that shows the annual utilization of the Real Property Tax Abatement by year and by taxing jurisdiction (PLEASE CONSULT WITH IDA STAFF ON PILOT CALCULATIONS).

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input type="checkbox"/> Real Property Tax Abatement (value of PILOT savings)	\$ <u>568,959.00</u>
<input type="checkbox"/> Mortgage Tax Exemption (.75%)	\$ <u>14,350.42</u>
Amount of mortgage: \$ <u>1,913,389.82</u>	
<input type="checkbox"/> Sales and Use Tax Exemption ** (8.75%)	\$ <u>78,450.09</u> <span style="float: right;">(Not available for solar)</span>
Value of goods/services to be exempted from sales tax: \$ <u>896,572.5</u>	
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$	_____

**\*\* TOTAL EXEMPTION ASSISTANCE REQUESTED:** \$661,759

Is the financial assistance requested by the Applicant consistent with the IDA's Uniform Tax Exemption Policy?  Yes  No

**If No**, please provide a written statement describing the financial assistance being requested and detailing the reasons the IDA should consider deviating from its Policy.

**\*\* Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents will include a covenant by the Applicant that the estimate, above, represents the maximum amount of sales and use tax benefit currently authorized by the Agency with respect to this Application. The Agency may utilize the estimate, above, as well as the (9)proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered. It is the responsibility of the applicant to inform the IDA within 10 days if the project amount changes.**

**Part III: Facility Information**

**Attach copies of the most recent real property tax bills. Include copies for all taxing jurisdictions for the site/ facility that IDA assistance is being sought.**

**Facility (Physical Information) If multiple locations please provide information on all.**

**7(a)** Street Address of Facility:

878 Ellsworth RD

**7(b)** City, Town and/or Village (list ALL incorporated municipalities):

Rome, NY

**7(c)** School District:

Rome City School District

**7(d)** For what purpose was the facility site most recently used (i.e., light manufacturing, heavy manufacturing, assembly, etc.)?

Vacant Property - Former Brownfield

**7(e)** Zoning Classification of location of the project:

GB-FI - Griffiss Park Flex Industrial District

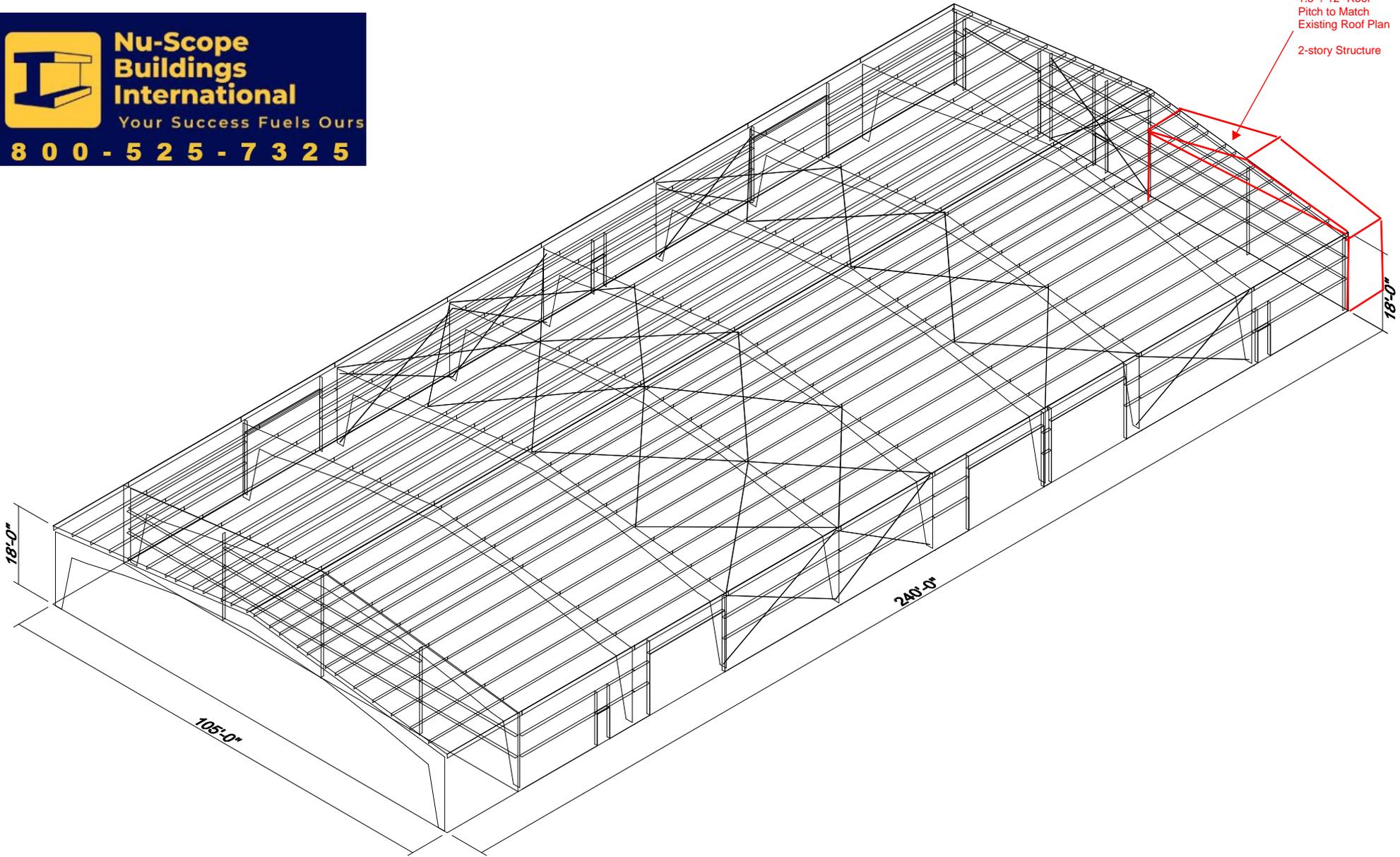
**7(f)** Please describe in detail the facility to be acquired, constructed or renovated (including number of buildings, square footage, number of floors, type of construction,) and attach plot plans, photos or renderings, if available. If there are infrastructure improvements (water, sewer, gas, electrical, etc.) please provide details along with who will carry out those improvements and who will fund them. ***Please be as specific as possible.***

Yoder Properties plans to, with the acquisition of the 878 Ellsworth Rd property, build a new 27,200 SF PEMB manufacturing facility. This includes a 2000SF 2-story wood office structure off of the front of the main PEMB structure. The building will be insulated with R30 WMP-VRR insulation in the walls, and R38 Simple Saver's double banded system in the roof. We plan to heat the building with a radiant heating system in the concrete floor of the facility. The building will be powered with 3-phase 600 amp / 480V service. The building will also have a Fire Suppression system.

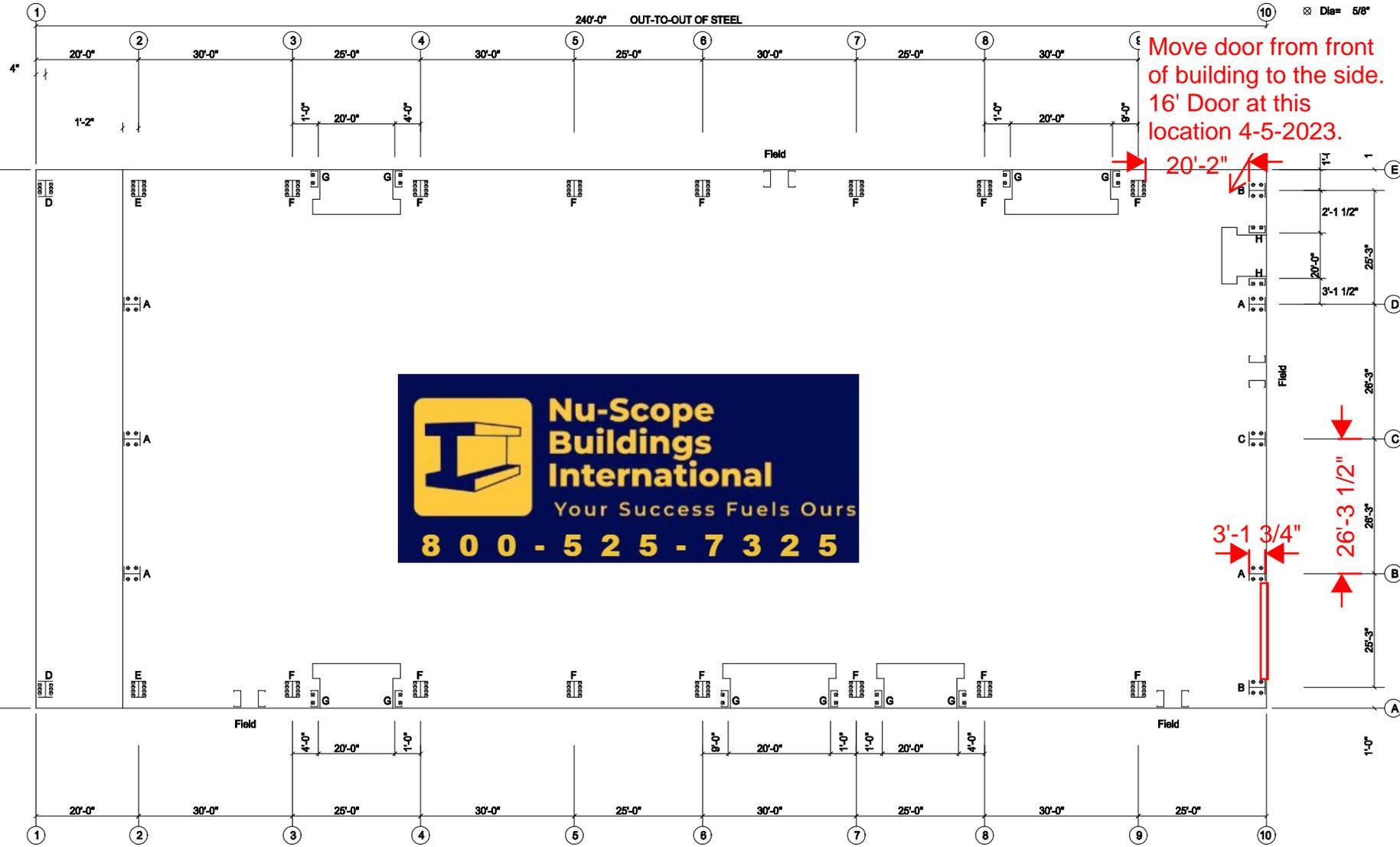
Attach preliminary site plan and Nu-scopes Drawings.



**Nu-Scope  
Buildings  
International**  
Your Success Fuels Ours  
800-525-7325



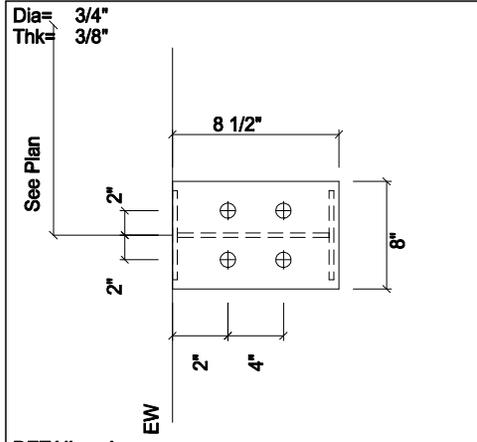




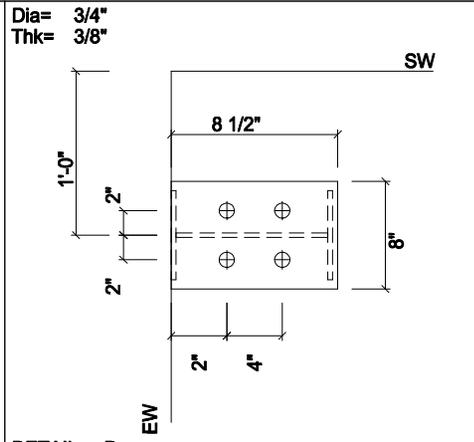
Move door from front of building to the side.  
 16' Door at this location 4-5-2023.  
 20'-2"



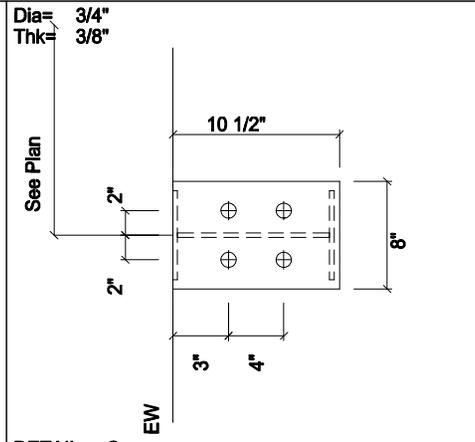
**ANCHOR BOLT PLAN**  
 NOTE: All Base Plates @ 100'-0" (U.N.)



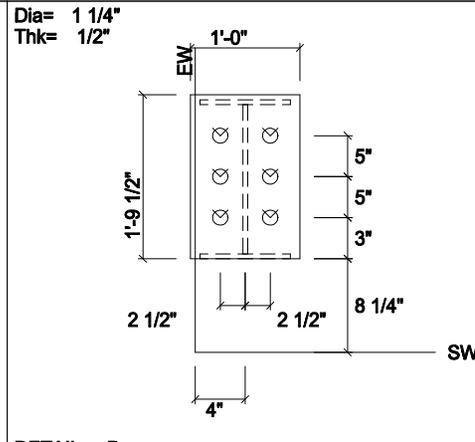
DETAIL A



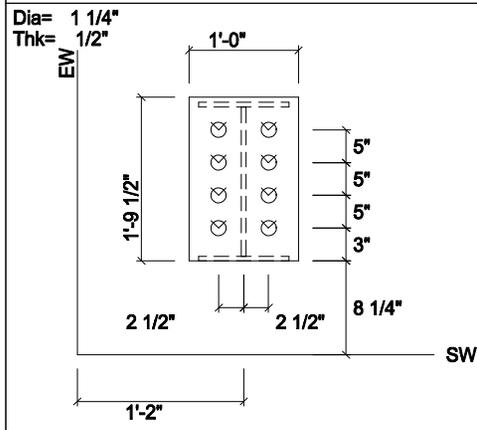
DETAIL B



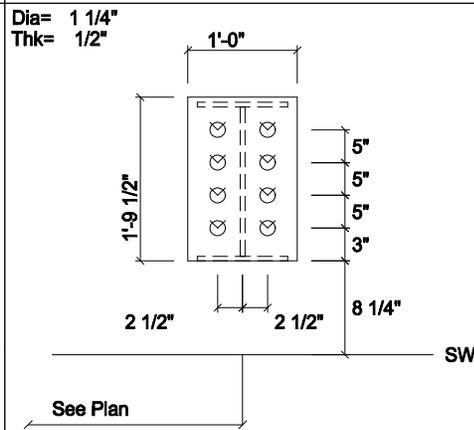
DETAIL C



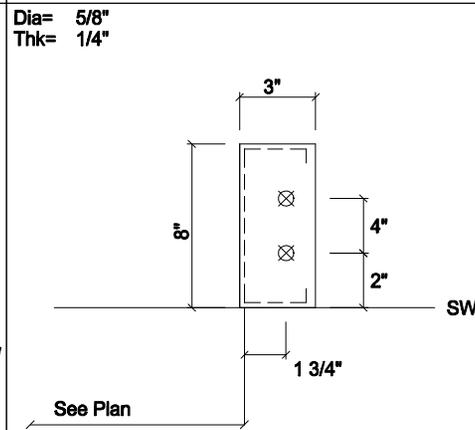
DETAIL D



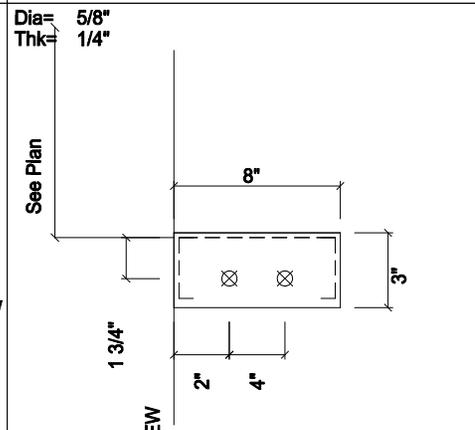
DETAIL E



DETAIL F



DETAIL G

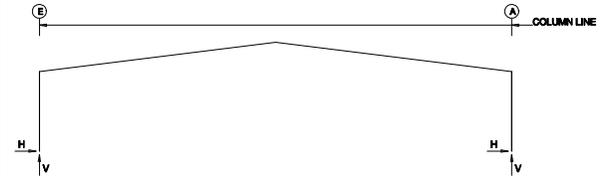


DETAIL H

**ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES**

Fm Line	Col Line	Column Reactions(k)			Hmin H	V Vmin	Bolt Qty	Dia	Base Plate(in)			Grout (in)	
		Load Id	Hmax H	Vmax V					Width	Length	Thick		
2	D	7	2.9	0.1	8	-2.7	0.1	4	0.750	8.000	8.500	0.375	0.0
		9	2.2	0.2									
		9	3.4	0.1	8	-3.1	0.1	4	0.750	8.000	8.500	0.375	0.0
2	C	7	2.9	0.1	8	-2.7	0.1	4	0.750	8.000	8.500	0.375	0.0
		9	2.2	0.2									
		9	3.4	0.1	8	-3.1	0.1	4	0.750	8.000	8.500	0.375	0.0
10	A	7	2.9	0.1	8	-2.7	0.1	4	0.750	8.000	8.500	0.375	0.0
		9	2.2	0.2									
		9	3.4	0.1	8	-3.1	0.1	4	0.750	8.000	8.500	0.375	0.0
10	B	7	2.9	0.1	8	-2.7	0.1	4	0.750	8.000	8.500	0.375	0.0
		9	2.2	0.2									
		9	3.4	0.1	8	-3.1	0.1	4	0.750	8.000	8.500	0.375	0.0
10	C	7	2.9	0.1	8	-2.7	0.1	4	0.750	8.000	8.500	0.375	0.0
		9	2.2	0.2									
		9	3.4	0.1	8	-3.1	0.1	4	0.750	8.000	8.500	0.375	0.0
10	D	7	2.9	0.1	8	-2.7	0.1	4	0.750	8.000	8.500	0.375	0.0
		9	2.2	0.2									
		9	3.4	0.1	8	-3.1	0.1	4	0.750	8.000	8.500	0.375	0.0
10	E	7	2.9	0.1	8	-2.7	0.1	4	0.750	8.000	8.500	0.375	0.0
		9	2.2	0.2									
		9	3.4	0.1	8	-3.1	0.1	4	0.750	8.000	8.500	0.375	0.0

**FRAME LINES: 1 2 3 4 5 6 7 8 9**



**NOTES FOR REACTIONS**

- Building reactions are based on the following building data:
- Width (ft) = 105.0
  - Length (ft) = 240.0
  - Eave Height (ft) = 18.0/18.0
  - Road Slope (ft/12) = 1.5/ 1.5
  - Dead Load (psf) = 2.0
  - Collateral Load (psf) = 5.0
  - Live Load (psf) = 45.0
  - Snow Load (psf) = 49.0
  - Wind Speed (mph) = 110.0
  - Wind Code = NYC 20 (IBC 16)
  - Exposure = C
  - Closed/Open = C
  - Importance Wind = 1.00
  - Importance Seismic = 1.00
  - Seismic Zone = B
  - Seismic Coeff (Fa/Sa) = 0.28

**ID Description**

- 1 Dead+Collateral+Snow+Slide\_Snow
- 2 0.8Dead+0.6Wind\_Left
- 3 0.8Dead+0.6Wind\_Right
- 4 0.8Dead+0.6Wind\_Long1L
- 5 0.8Dead+0.6Wind\_Long1R
- 6 0.8Dead+0.6Wind\_Long2L
- 7 0.8Dead+0.6Wind\_Right2+0.6Wind\_Suction
- 8 0.8Dead+0.6Wind\_Pressure+0.6Wind\_Long2L
- 9 Dead+Collateral+0.6Wind\_Right2+0.6Wind\_Suction+0.7SE1
- 10 0.8Dead+0.6Wind\_Suction+0.6Wind\_Long1L
- 11 0.8Dead+0.6Wind\_Pressure+0.6Wind\_Long1L
- 12 Dead+Collateral+EQUB\_SL\_L
- 13 0.8Dead+0.6Wind\_Left+0.6Wind\_Suction
- 14 0.8Dead+0.6Wind\_Right1+0.6Wind\_Suction
- 15 Dead+Collateral+EQUB\_SL\_R
- 16 0.8Dead+0.6Wind\_Suction+0.6Wind\_Long2L

**BUILDING BRACING REACTIONS**

Wall	Col Line	J Reactions(k)				Panel Shear (lb/ft)	Wind	Sails	Note
		Horz	Vert	Seismic Horz	Seismic Vert				
L_EW F_SW	A	4.5	3.1	2.0	5.1	3.2			(h)
		6.8	3.1	2.0	5.1	3.2			
		8.9	3.1	1.7	5.1	2.7			
R_EW B_SW	E	2.8	2.2	1.7	1.5				
		6.7	3.1	2.0	5.1	3.2			
		6.5	3.1	2.0	5.1	3.2			
		6.4	3.1	2.0	5.1	3.2			

(h) Right frame at endwall

**RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES**

Fm Line	Col Line	Column Reactions(k)			Hmin H	V Vmin	Bolt Qty	Dia	Base Plate(in)			Grout (in)	
		Load Id	Hmax H	Vmax V					Width	Length	Thick		
1	E	1	80.0	83.8	5	-15.8	-15.8	8	1.250	12.00	21.50	0.500	0.0
		1	-80.0	83.8	5	15.8	-15.8	8	1.250	12.00	21.50	0.500	0.0

**RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES**

Fm Line	C I Line	Column Reactions(k)			Hmin H	V Vmin	Bolt Qty	Dia	Base Plate(in)			Grout (in)	
		Load Id	Hmax H	Vmax V					Width	Length	Thick		
2*	E	1	84.2	85.2	2	-12.1	-11.4	8	1.250	12.00	21.50	0.500	0.0
		1	-84.2	85.2	2	12.1	-11.4	8	1.250	12.00	21.50	0.500	0.0

2\* Frame lines: 2 3 4 5 6 7 8 9

**RIGID FRAME: BASIC COLUMN REACTIONS (k)**

Frame Line	Column Line	Dead		Collateral		Live		Snow		Wind Left		Wind Right	
		Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
1	E	5.8	7.0	6.9	7.1	62.0	63.8	67.6	69.5	-28.7	-20.5	-28.7	-20.5
		-5.8	7.0	-6.9	7.1	-62.0	63.8	-67.6	69.5	23.7	-29.3	26.7	-20.5
1	A	-29.2	-25.8	-21.7	-18.2	-31.8	-32.8	-13.3	13.9	-1.7	0.5	1.7	0.5
		21.7	-19.2	20.2	-25.6	31.6	-32.9	-13.3	13.9	-1.7	0.5	1.7	-0.5

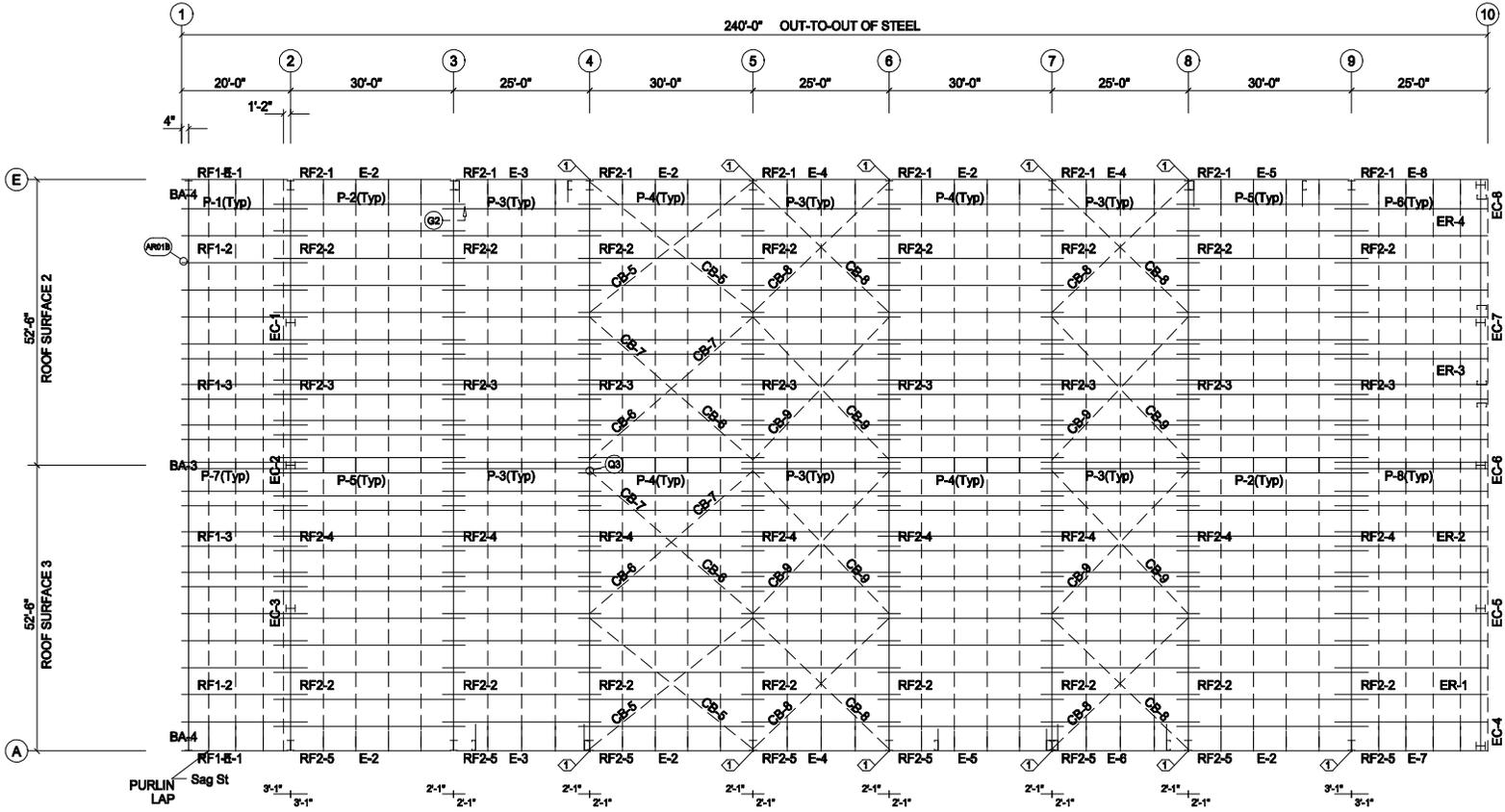
Frame Line	Column Line	MIN_SNOW		F1UNB_SL_L		F1UNB_SL_R		Wind Left		Wind Right	
		Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
1	E	27.8	28.4	58.5	68.8	58.5	38.8				
		-27.8	28.4	-58.5	38.8	-58.5	68.8				
2*	E	6.0	7.2	7.3	7.3	65.2	65.0	71.0	70.7	-28.1	-18.7
		-6.0	7.2	-7.3	7.3	-65.2	65.0	-71.0	70.7	16.6	-19.7
2*	A	-17.1	-14.3	-7.6	-7.9	-18.7	-27.8	-20.0	-22.9	-1.7	0.5
		7.8	-7.9	17.1	-14.3	20.0	-22.9	18.7	-22.9	-1.7	0.5

2\* Frame lines: 2 3 4 5 6 7 8 9

**ANCHOR BOLT SUMMARY**

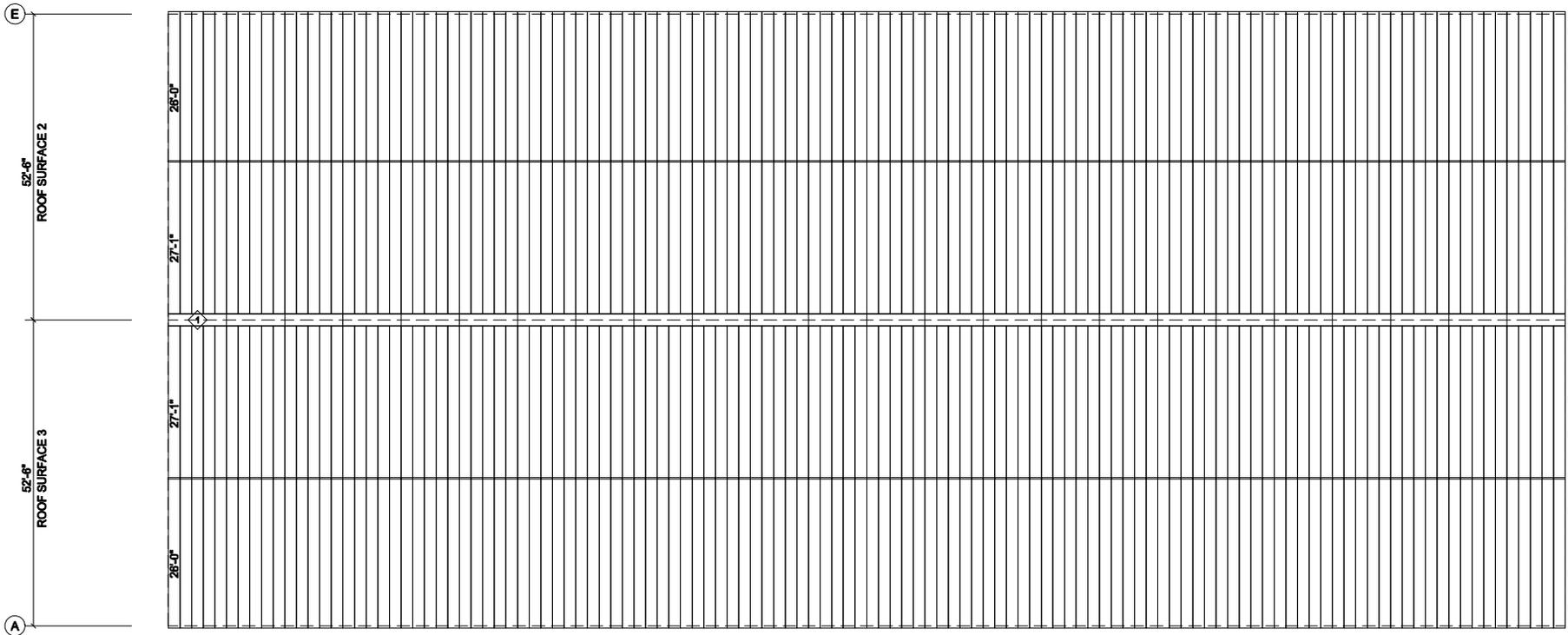
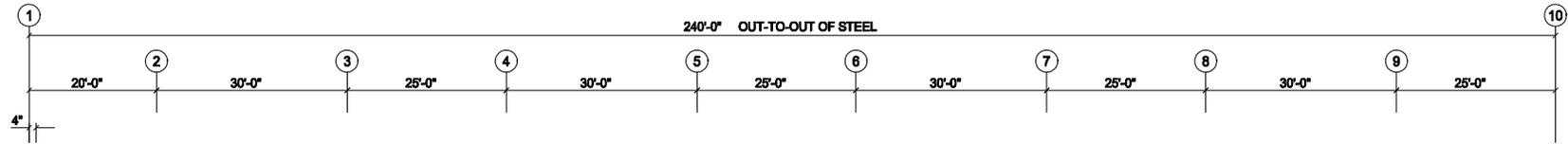
Qty	Locate	Dia (in)	Type	Proj (in)
24	Jamb	5/8"	A307	2.00
32	Endwall	3/4"	A307	2.80
140	Frame	1 1/4"	A307	3.50

SPECIAL BOLTS					
ROOF PLAN					
○ ID	QUAN	TYPE	DIA	LENGTH	WASH
1	4	A307	1/2"	1 1/4"	0



ROOF FRAMING PLAN

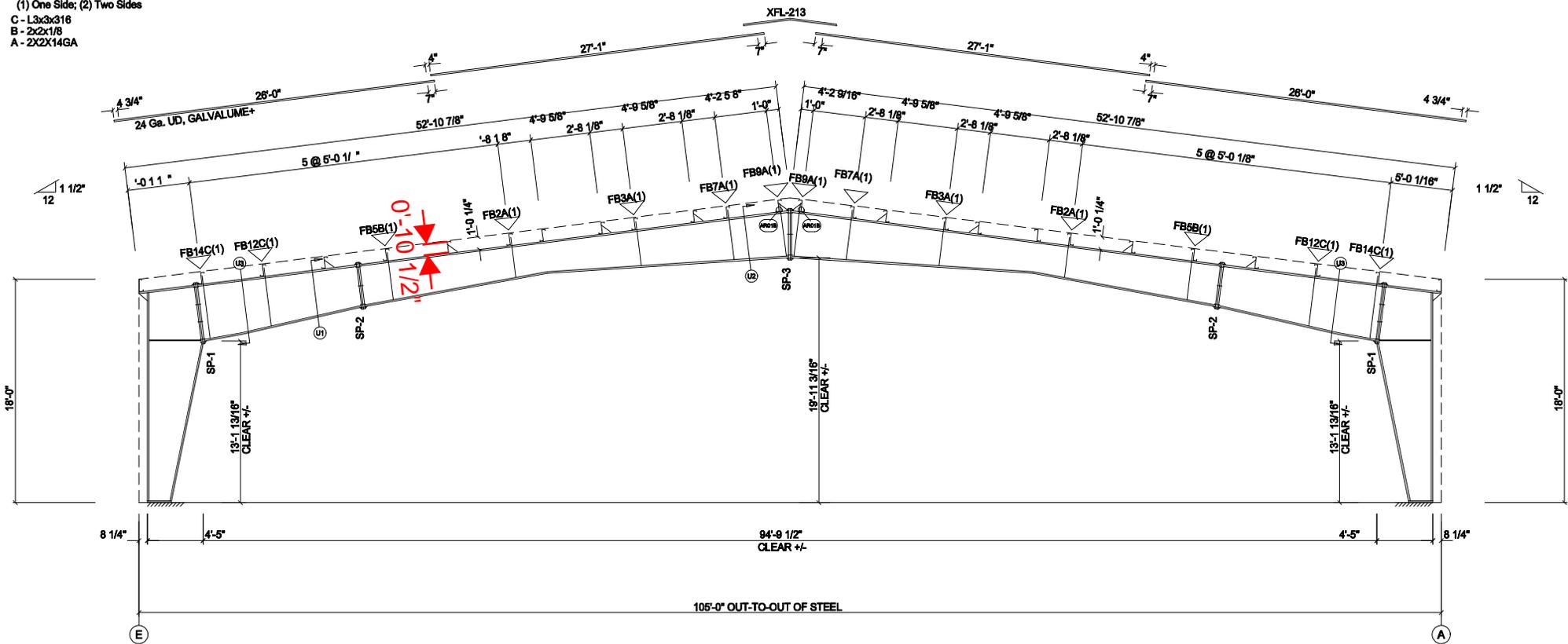
TRIM TABLE				
ROOF PLAN				
◇ ID	QUAN	PART	LENGTH	DETAIL
1	24	XFL-213	10'-2"	TRIM 352



**ROOF SHEETING PLAN**  
 PANELS: 24 Ga. UD - GALVALUME+

SPLICE PLATE & BOLT TABLE									
Mark	Qty		Int	Type	Dia	Length	Width	Thick	Length
	Top	Bot							
SP-1	4	4	4	A325	1.250	3.00	1'-0"	3/4"	5'-1 1/8"
SP-2	4	4	2	A325	1.000	2.50	10"	5/8"	3'-9 9/16"
SP-3	4	4	2	A325	0.750	2.00	10"	1/2"	4'-1 5/16"

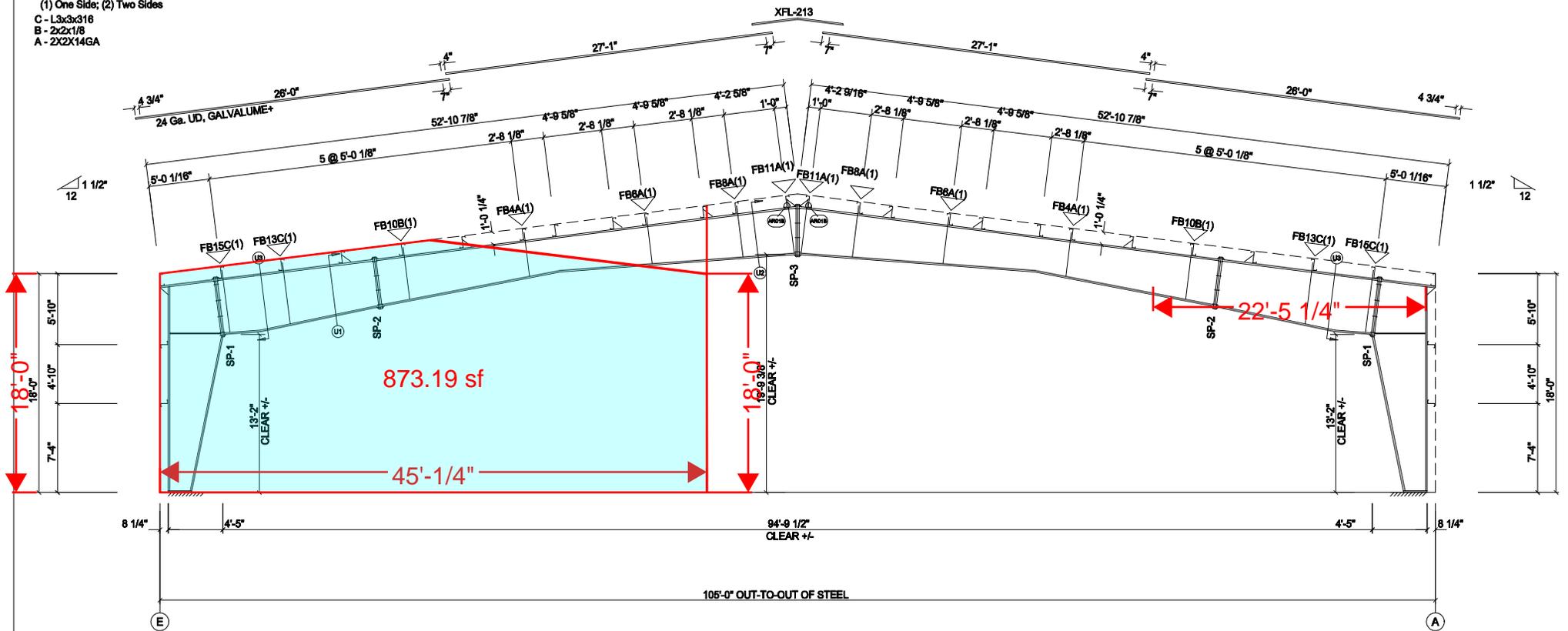
▽ FLANGE BRACES: FBxx (1 or 2)  
 xx=length(in)  
 (1) One Side; (2) Two Sides  
 C - L3x3x3/16  
 B - 2x2x1/8  
 A - 2X2X14GA



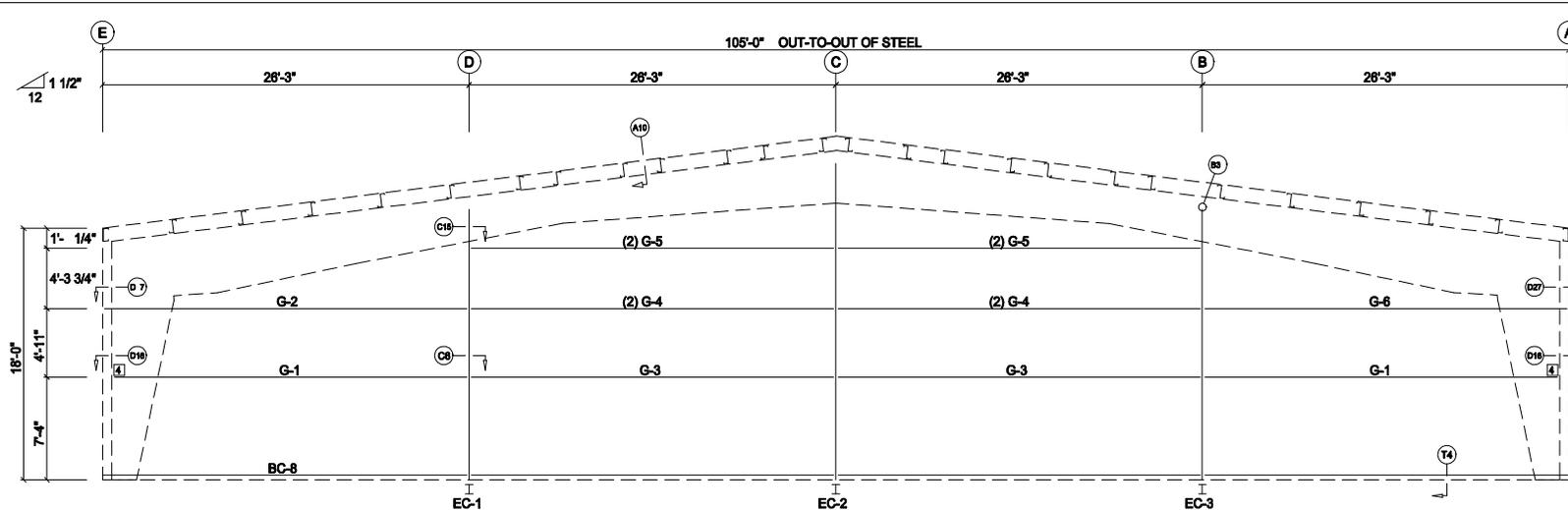
RIGID FRAME ELEVATION: FRAME LINE 1

SPLICE PLATE & BOLT TABLE									
Mark	Qty		Int	Type	Dia	Length	Width	Thick	Length
	Top	Bot							
SP-1	6	4	4	A325	1.250	3.50	1'-0"	1"	5'-0 11/16"
SP-2	4	4	4	A325	1.000	2.50	1'-0"	5/8"	4'-3 1/2"
SP-3	4	4	4	A325	0.750	2.00	8"	1/2"	4'-3 1/4"

▽ FLANGE BRACES: FBxx (1 or 2)  
 xx=length(in)  
 (1) One Side; (2) Two Sides  
 C - L3x3x3/16  
 B - 2x2x1/8  
 A - 2X2X1/4GA



RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5 6 7 8 9



**TRIM TABLE**  
FRAME LINE 2

ID	QUAN	PART	LENGTH	DETAIL
1	11	MF-01C	10'-2"	TRIM_182
2	2	CT-01RC	18'-0"	TRIM_19
1/2	8	XFL-215K	17'-9"	
4	182	PT-01C	8'-11"	
5	1	RT-20LK	11'-1"	TRIM_12
6	1	FL-128K	1'-8"	
7	1	RT-20RK	11'-1"	

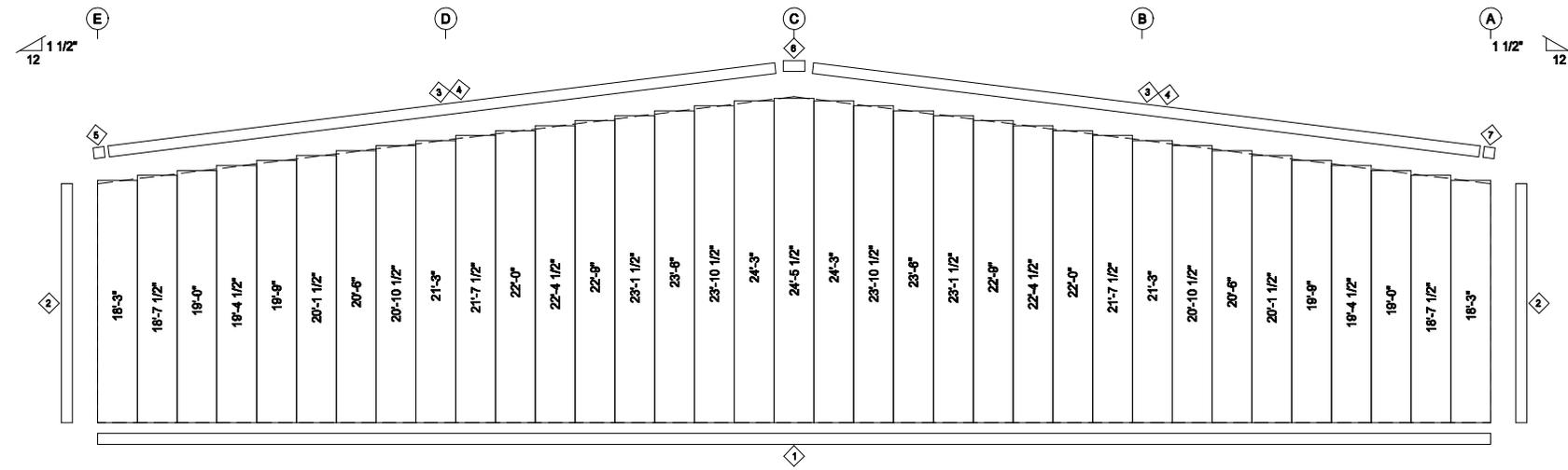
**BOLT TABLE**  
FRAME LINE 2

LOCATION	QUAN	TYPE	DIA	LENGTH
Columns/Raf	2	A325	1/2"	1 1/4"

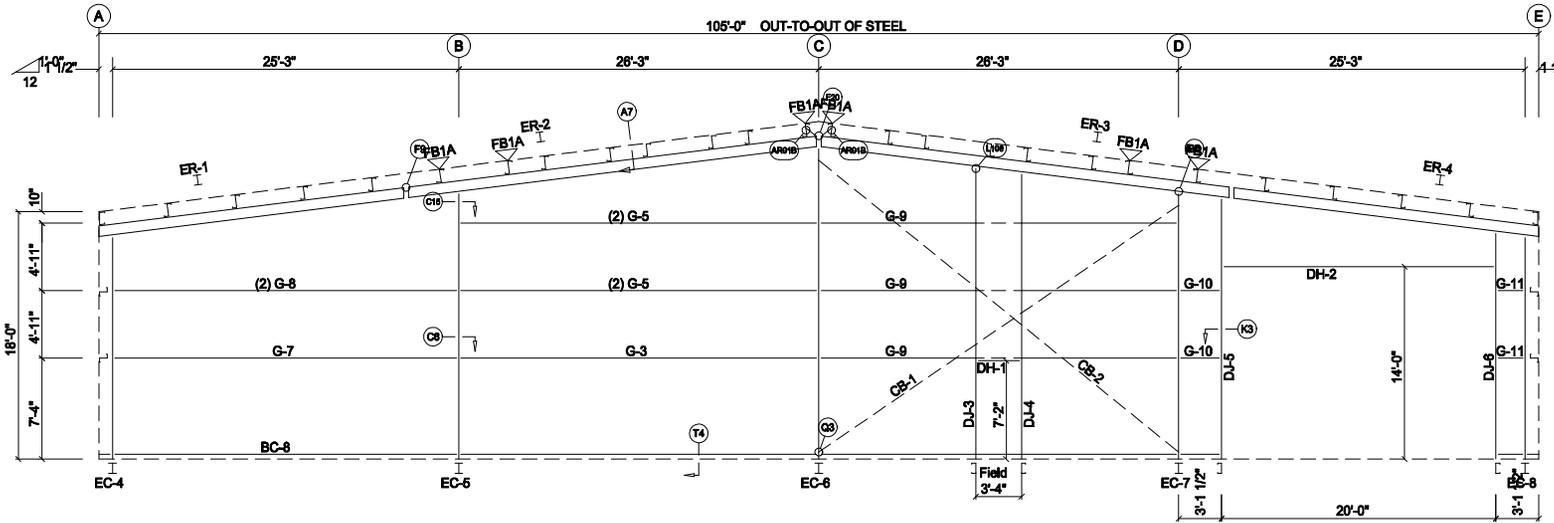
**CONNECTION PLATES**  
FRAME LINE 2

ID	QUAN	MARK/PART
4	2	CC21

**ENDWALL FRAMING: FRAME LINE 2**



**ENDWALL SHEETING & TRIM: FRAME LINE 2**  
PANELS: 28 Ga. PBR - SIG 200 WALL



**TRIM TABLE**  
FRAME LINE 10

ID	QUAN	PART	LENGTH	DETAIL
1	9	MF-01C	10'-2"	TRIM_182
2	2	CT-01RC	18'-0"	TRIM_19
3	8	RT-20K	14'-5"	TRIM_22
4	12	XFL-215K	17'-8"	
5	1	RT-20LK	11'-1"	TRIM_12
6	1	FL-128K	1'-8"	
7	1	RT-20RK	11'-1"	
8	2	JT-01RC	7'-4"	TRIM_80
9	1	HT-01RC	3'-8"	TRIM_72
10	2	XFL-37C	14'-2"	TRIM_80
11	2	JT-01RC	14'-2"	TRIM_80
12	2	XFL-37C	10'-3"	TRIM_80
13	2	HT-01RC	10'-3"	TRIM_72

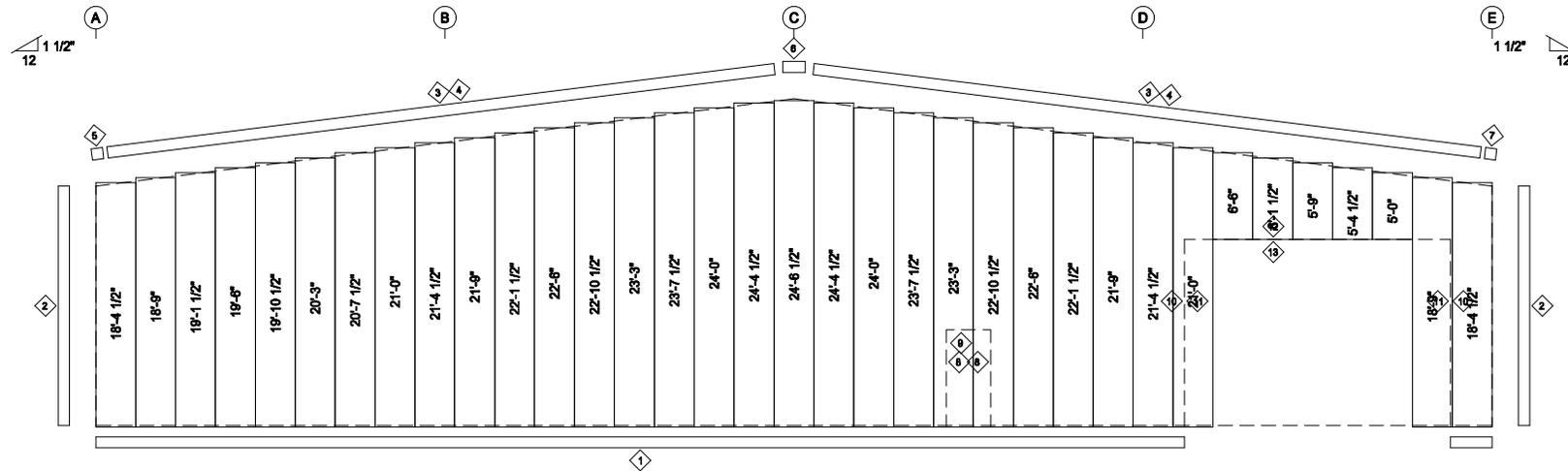
**BOLT TABLE**  
FRAME LINE 10

LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	8	A325	5/8"	1 3/4"
ER-2/ER-3	8	A325	5/8"	2"
ER-3/ER-4	8	A325	5/8"	1 3/4"
Columns/Raf Jamb	4	A325	1/2"	1 1/4"
	2	A325	1/2"	1 1/4"

**FLANGE BRACE TABLE**  
FRAME LINE 10

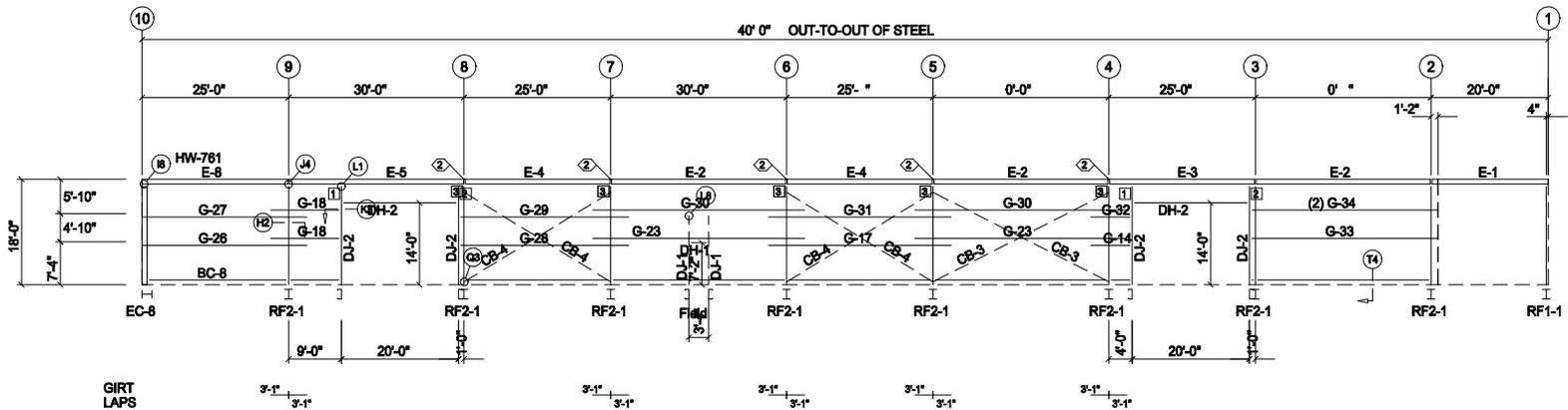
ID	MARK	LENGTH
1	FB1A	1'-8 11/16"

ENDWALL FRAMING: FRAME LINE 10



ENDWALL SHEETING & TRIM: FRAME LINE 10

PANELS: 28 Ga. PBR - SIG 200 WALL



SIDEWALL FRAMING: FRAME LINE E

**TRIM TABLE**

ID	QUAN	PART	LENGTH	DETAIL
1	18	MF-01C	10'-2"	TRIM_182
2	12	UG-01BK	18'-8"	TRIM_382
3	12	PCT-01	20'-2"	
4	1	UG-01BLK	11'-1"	TRIM_35
5	1	EC-20BLK	10"	
6	1	UG-01BRK	11'-1"	TRIM_17
7	1	EC-20BRK	10"	
8	4	XFL-37C	14'-2"	TRIM_80
9	4	JT-01RC	14'-2"	TRIM_80
10	4	XFL-37C	10'-3"	TRIM_80
11	4	HT-01RC	10'-3"	TRIM_72
12	2	JT-01RC	7'-4"	TRIM_80
13	1	HT-01RC	3'-8"	TRIM_72

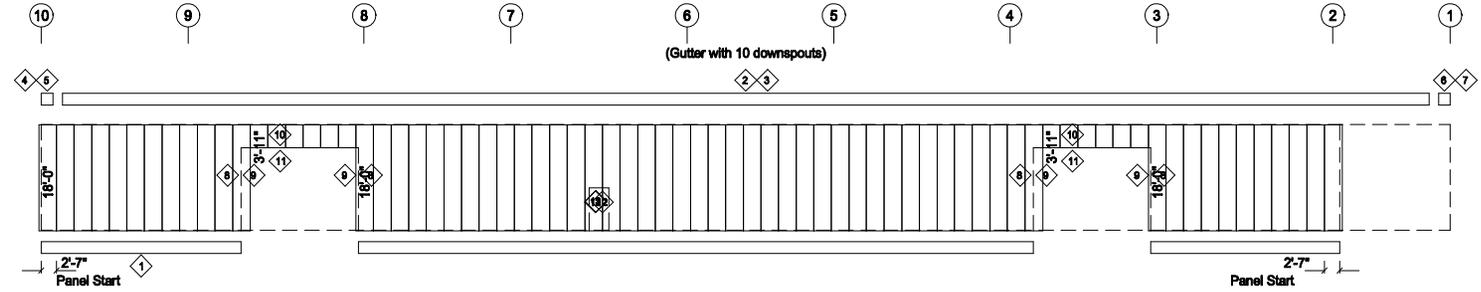
**SPECIAL BOLTS**

ID	QUAN	TYPE	DIA	LENGTH	WASH
2	4	A307	1/2"	1 1/4"	0

**CONNECTION PLATES**

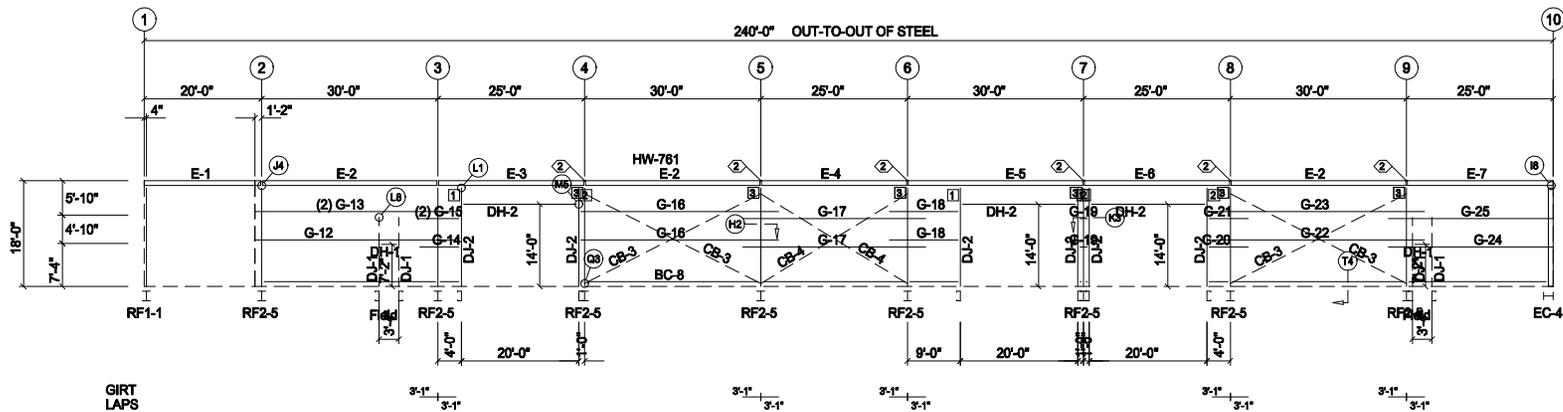
FRAME LINE E

ID	QUAN	MARK/PART
1	2	e1
2	2	e2
3	5	CC12A



SIDEWALL SHEETING & TRIM: FRAME LINE E

PANELS: 26 Ga. PBR - SIG 200 WALL



SIDEWALL FRAMING: FRAME LINE A

**TRIM TABLE**  
FRAME LINE A

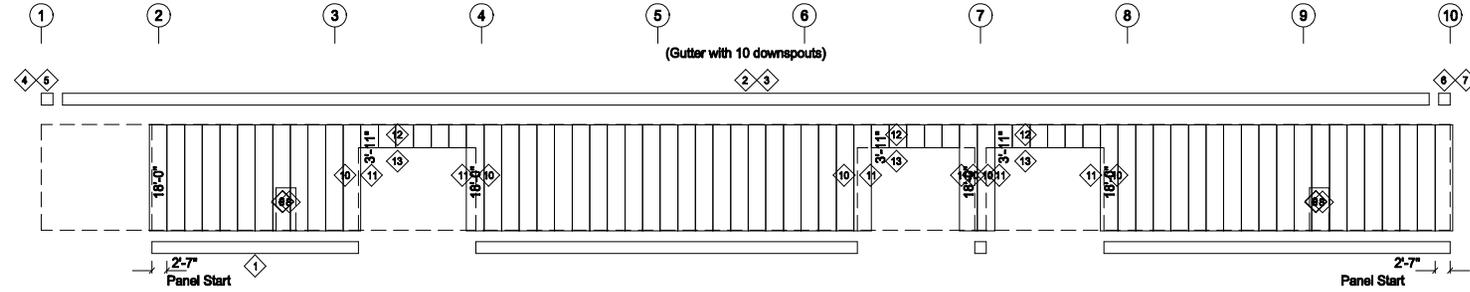
ID	QUAN	PART	LENGTH	DETAIL
1	16	MF-01C	10'-2"	TRIM_182
2	12	UG-01BK	18'-8"	TRIM_382
3	12	PCT-01	20'-2"	
4	1	UG-01BLK	11'-1"	TRIM_35
5	1	EC-20BLK	10"	
6	1	UG-01BRK	11'-1"	TRIM_17
7	1	EC-20BRK	10"	
8	4	JT-01RC	7'-4"	TRIM_80
9	2	HT-01RC	3'-8"	TRIM_72
10	6	XFL-37C	14'-2"	TRIM_80
11	6	JT-01RC	14'-2"	TRIM_80
12	6	XFL-37C	10'-3"	TRIM_80
13	6	HT-01RC	10'-3"	TRIM_72

**SPECIAL BOLTS**

ID	QUAN	TYPE	DIA	LENGTH	WASH
2	4	A307	1/2"	1 1/4"	0

**CONNECTION PLATES**  
FRAME LINE A

ID	QUAN	MARK/PART
1	3	e1
2	3	e2
3	6	CC12A



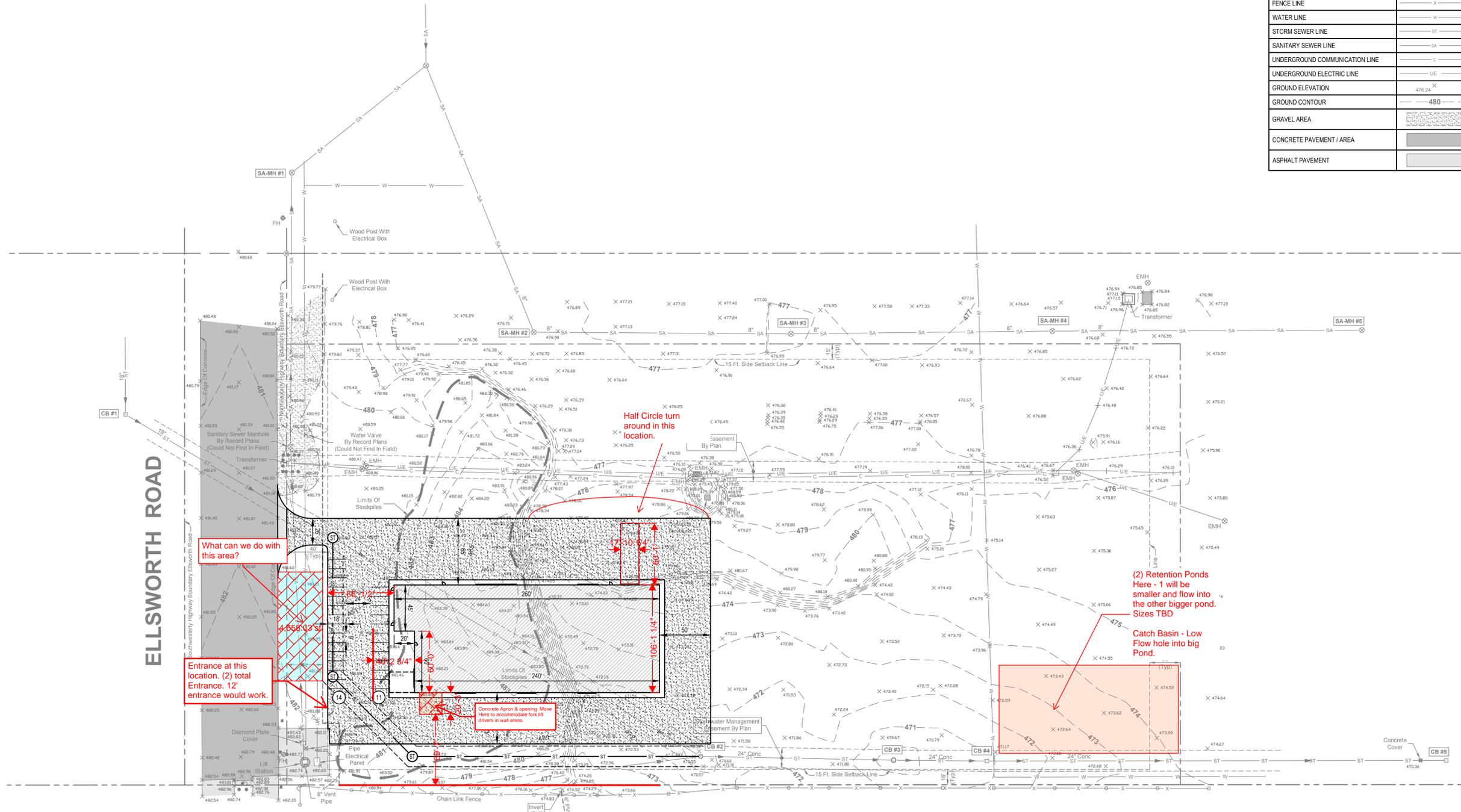
SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Ga. PBR - SIG 200 WALL

#	KEY NOTES
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

SITE PLAN LEGEND:	
BUILDING	
ASPHALT PAVEMENT	
GRAVEL	
STORM LINE	
PROPOSED UTILITY EASEMENT	
STORM MANHOLE	
PARKING SPACE COUNT	

EXISTING CONDITIONS LEGEND:	
IRON ROD	
WATER VALVE	
FIRE HYDRANT	
MANHOLE	
SQUARE CATCH BASIN	
ROUND CATCH BASIN	
BOLLARD	
TRAFFIC SIGN	
SET BENCH MARK	
PROPERTY LINE	
FENCE LINE	
WATER LINE	
STORM SEWER LINE	
SANITARY SEWER LINE	
UNDERGROUND COMMUNICATION LINE	
UNDERGROUND ELECTRIC LINE	
GROUND ELEVATION	
GROUND CONTOUR	
GRAVEL AREA	
CONCRETE PAVEMENT / AREA	
ASPHALT PAVEMENT	



NOT FOR CONSTRUCTION

No.	Revision	Date

Project Name  
**STARK TRUSS**  
**SITE DESIGN**  
 ROME, NEW YORK

**DELTA**  
 ENGINEERS, ARCHITECTS, & SURVEYORS  
 4873 NYS Route 5  
 Vernon, NY 13476  
 Tel: 315.953.4200  
 Fax: 315.953.4202  
 Email: mail@delta-eas.com  
 www.delta-eas.com  
 CERTIFICATE OF AUTHORIZATION# 019598

Seal	Phase
	PRELIMINARY
	Project No. 2022.843.002
	Date 2023.02.17

Drawing Title  
**SITE PLAN**

Drawing No.  
**C-201**

7(g) Has construction or renovation commenced?  Yes  No

**If Yes**, please describe the work in detail that has been undertaken to date, including the date of commencement.

**If No**, indicate the estimated dates of commencement and completion:

Construction Commencement: Tentative Start - July, 2023

Construction completion: Tentative Completion - April, 2024

7(h) Will the construction or operation of the facility or any activity which will occur at the site require any local ordinance or variance to be obtained or require a permit or prior approval of any state or federal agency or body (other than normal occupancy and/or construction permits)?

Yes  No

**If Yes**, please describe.

Has the Project received site plan approval from the Planning Department?

Yes  No  N/A

**If Yes**, please provide the Agency with a copy of the planning department approval along with the related State Environmental Quality Review (SEQR) determination. If no, please provide the status of approval:

7(i) Will the project have a significant effect on the environment?  Yes  No

**Important: please attach and sign Part 1 of either the the long or short Environmental Assessment Form to this Application.**

7(j) What is the useful life of the facility? 50+ years

7(k) Is the site in a former Empire Zone?  Yes  No

**If Yes**, which Empire Zone: Rome, NY

Is project located in a Federal HUB Zone or distressed area:  Yes  No  
Provide detail.

**ALL APPLICANTS MUST ANSWER PART IV-8(a)**

**Part IV: Retail Project Questionnaire**

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

**8(a).** Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

Required  Yes or  No **If the answer is YES, please continue below.**  
**If the answer is NO, proceed to Section Part V - Facility (Legal Info)**

For purposes of Question A, the term “retail sales” means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the “Tax Law”) primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

**8(b).** What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? \_\_\_\_\_%. **If the answer is less than 33% do not complete the remainder of this retail determination page and proceed to next section, Part V Facility (Pg 13)**

**\* If the answer to A above is Yes AND the answer to B above is greater than 33.33%, indicate which of the following questions below apply to the project:**

1. Will the project be operated by a not-for-profit corporation  Yes  No

2. Is the Project location or facility likely to attract a significant number of visitors from outside Oneida County?

Yes  No

**If yes,** please provide a third party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes  No

**If yes,** please provide a third party market analysis that demonstrates that a majority of the project’s customers are expected to come from outside of Oneida County and the project will not directly compete with existing businesses located in Oneida County.

**Part V: Facility (Legal Information)**

**9(a)** With respect to the **present owner** of the land or facility, please give the following information and provide a brief statement regarding the status of the acquisition.

**Property to acquired from GLDC to Yoder Properties**

*(Note: the present owner is not necessarily the user of the facility, but that party which holds legal title to the facility.)*

Legal Name: GLDC

Address: 584 Phoenix Drive, Rome, NY

Telephone: \_\_\_\_\_

Balance of Mortgage: \_\_\_\_\_

Holder of Mortgage: \_\_\_\_\_

If the Applicant is not the present owner of the facility, please attach any written agreements and contracts concerning the acquisition of the real property and/or equipment.

**Attach the Land Acquisition Contract between Yoder Properties and GLDC.**

**9(b)** Is there a legal relationship, directly or indirectly, by virtue of common control or through related persons, between the Applicant and the present owner of the facility?

Yes  No. **If Yes**, please explain.

\_\_\_\_\_

**9(c)** Will a related real estate holding company, partnership or other entity, be involved in the ownership structure of the transaction?

Yes  No. **If Yes**, please explain.

Yoder Properties, LTD will own the Land & Building, and will lease the facility back to Stark Truss Company, Inc.

**9(d)** Will the title owner of the facility/property also be the user of the facility?

Yes  No **If Yes**, please explain.

\_\_\_\_\_

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “Agreement”), dated as of the 21st day of February, 2023 (the “Effective Date”) is by and between

**GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York local development corporation, having an office at 584 Phoenix Drive, Rome, New York 13441 (the “SELLER”);

and

**YODER PROPERTIES, LTD.**, an Ohio limited liability company, having an address of 109 Miles Avenue, SW, Canton, Ohio 44710 (the “PURCHASER”);

**WITNESSETH:**

**WHEREAS**, the United States of America, acting by and through the Secretary of the Air Force (the “Air Force”), conveyed a 152.972± acre parcel of land situate in the Griffiss Business & Technology Park (the “Griffiss Business Park”) in the City of Rome, County of Oneida, State of New York to the Oneida County Industrial Development Agency (“OCIDA”), which parcel of land is commonly known as Parcel F4A/F12A (“Parcel F4A/F12A”), by means of a Quit Claim Deed dated July 30, 2001 and recorded on January 22, 2003 in the Oneida County Clerk’s Office as Instrument No. 2003-001613 (“Air Force Deed No. 1”); and

**WHEREAS**, in Air Force Deed No. 1, the Air Force reserved unto itself “all oil, gas and other mineral resources of any kind or nature in the mineral estate” of Parcel F4A/F12A “together with the right to prospect for, mine, and remove the same” (said reservations being hereinafter collectively referred to as the “Reserved Mineral Rights”); and

**WHEREAS**, the Air Force conveyed the Reserved Mineral Rights to OCIDA by means of a Quit Claim Deed dated May 18, 2005 and recorded on May 20, 2005 in the Oneida County Clerk’s Office as Instrument No. 2005-010161 (“Air Force Deed No. 2”); and

**WHEREAS**, OCIDA, as lessor, leases Parcel F4A/F12A (together with other premises) to SELLER, as lessee, for a term ending on June 30, 2023, pursuant to a lease agreement dated as of July 1, 2012 (the “Lease Agreement”); and

**WHEREAS**, a memorandum of the Lease Agreement was recorded on July 30, 2012 in the Oneida County Clerk’s Office as Instrument No. R2012-000894; and

**WHEREAS**, pursuant to the Lease Agreement, and at any time during the term and at the end thereof, SELLER has the right and/or the obligation to acquire from OCIDA the fee title to those lands within the bounds of Parcel F4A/F12A which have not previously been conveyed to a third party (the “Remaining Parcel F4A/F12A Lands”); and

**WHEREAS**, SELLER has advised OCIDA that it intends to acquire from OCIDA that certain 8.638 ± acre portion of the Remaining Parcel F4A/F12A Lands (the “Sale Parcel”); and

**WHEREAS**, PURCHASER has advised SELLER that upon SELLER’s acquisition of the Sale Parcel from OCIDA, PURCHASER desires to purchase the Sale Parcel from SELLER upon and subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, PURCHASER has also advised SELLER that if PURCHASER acquires the Sale Parcel from SELLER, it will thereafter proceed to undertake and substantially complete thereon a project consisting of the construction of a 28,000± square foot truss manufacturing and distribution facility (the “Truss Manufacturing Facility”) and related improvements such as entranceways, driveways, parking areas, utilities, fencing etc. (collectively, the “Related Improvements”) (the construction of the Truss Manufacturing Facility and the Related Improvements is hereinafter referred to as the “Project”); and

**WHEREAS**, PURCHASER has further advised SELLER that PURCHASER intends to (a) invest at least \$2.5 million in the Project, (b) commence construction of the Project on a date which is within six (6) months after of the Closing Date (as such term is hereinafter defined), (c) substantially

complete the Project and obtain a conditional (or better) Certificate of Occupancy therefor on a date (the "Operation Commencement Date") which is prior to the second (2<sup>nd</sup>) anniversary of the Closing Date and (d) commence business operations at the Truss Manufacturing Facility on the Operation Commencement Date; and

**WHEREAS**, PURCHASER has further advised SELLER that (a) the construction of the Project is expected to result in the creation of approximately thirty-six (36) construction jobs and (b) business operations at the Truss Manufacturing Facility are expected to result in the creation and/or retention of approximately nineteen (19) direct, permanent, full-time equivalent jobs prior to the third (3<sup>rd</sup>) anniversary of the Operation Commencement Date; and

**WHEREAS**, SELLER is willing to sell and convey the Sale Parcel to PURCHASER and PURCHASER is willing to purchase the Sale Parcel from SELLER, all upon and subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**ARTICLE I – SALE AND PURCHASE OF SALE PARCEL**

1.1 SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and accept from SELLER, the Sale Parcel, which Sale Parcel is (i) to be such 8.638± acre portion of the Remaining Parcel F4A/F12A Lands as SELLER shall designate, (ii) to be located in approximately the area which is designated as Lot 4 on the map annexed hereto as **Exhibit A** (the "Preliminary Map") and (iii) to have its legal description determined by Michael P. Waters, a NYS-licensed land surveyor (L.S. Lic.# 50027) to be retained by SELLER (the "Surveyor"), at SELLER'S cost and expense, who shall be required by SELLER to undertake a survey of the Sale

Parcel, and prepare a survey map (the "Survey Map"), in accordance with the current Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "ALTA Standards") showing, among other things, the perimeter boundaries thereof (by bearings and distances) and certified to OCIDA, SELLER, PURCHASER, PURCHASER's lender for the Project (if any), PURCHASER's title insurance company, and other such persons and entities as SELLER or PURCHASER shall request. The aforesaid legal description of the Sale Parcel (as shown on the Survey Map), when approved in writing by SELLER and PURCHASER, shall be the legal description used in the deed hereinafter required to be delivered by SELLER to convey the Sale Parcel to PURCHASER (the "Deed"). The Survey Map shall be referenced in the Deed and filed in the Oneida County Clerk's office simultaneously with or prior to recording the Deed. The sale and purchase of the Sale Parcel shall also include, and be deemed to include within its definition, and the Deed shall also contain, any and all other existing rights, covenants, hereditaments, appurtenances, easements and rights-of-way of record benefiting the Sale Parcel.

## **ARTICLE II - PURCHASE PRICE**

2.1 The purchase price (the "Purchase Price") for the Sale Parcel (before any applicable adjustments are made thereto pursuant to this Agreement) shall be computed as follows:

The Purchase Price for the Sale Parcel shall be the sum of Twenty Seven Thousand 00/100ths U.S. Dollars (\$27,000.00) per acre times the total number of acres of land comprising the Sale Parcel (as determined by the Surveyor and shown on the Survey Map). By way of illustration, if the Surveyor determines and the Survey Map shows that the Sale Parcel consists of 8.638 acres of land, the Purchase Price would be the sum of Two Hundred Thirty-Three Thousand Two Hundred Twenty Six and 00/100ths U.S. Dollars (\$233,226.00). Absent manifest error, the Surveyor's determination as to the total acreage of the Sale Parcel shall govern.

2.2 As soon as is reasonably practicable after the Surveyor determines the acreage of

the Sale Parcel, the parties shall execute an addendum to this Agreement which states the final Purchase Price for the Sale Parcel, calculated in accordance with the formula set forth in Section 2.1, and makes such other amendments to this Agreement as may be appropriate once the final Purchase Price has been determined.

### **ARTICLE III - PAYMENT OF PURCHASE PRICE**

3.1 The PURCHASER shall pay the Purchase Price to SELLER as follows:

3.1.1 Ten Thousand and 00/100ths U.S. Dollars (\$10,000.00) thereof (the "Deposit"), by check subject to collection, simultaneously with the execution of this Agreement by PURCHASER, to be made payable to and held in escrow by SELLER'S law firm, Saunders Kahler, L.L.P., in its attorneys' trust account, and, unless returnable to PURCHASER in accordance with the provisions of this Agreement, paid over to SELLER upon the transfer by SELLER to PURCHASER of title to the Sale Parcel (the "Closing").

3.1.2 The balance thereof (plus or minus any adjustments made thereto pursuant to this Agreement), by good certified check or official bank check payable to SELLER or by wire transfer to SELLER'S designated account, whichever SELLER shall elect, at the Closing simultaneously with delivery by SELLER to PURCHASER of the Deed.

### **ARTICLE IV - PRE-CLOSING DOCUMENTS**

4.1 In addition to showing the perimeter boundaries of the Sale Parcel, SELLER shall arrange for the Survey Map to show the location of any existing utility lines (active and/or abandoned), any easements and/or or rights-of-way known to SELLER or shown in title as presented by either a currently redated forty (40) year abstract of title or a current fee title binder issued by a title insurance company authorized to do business in the State of New York which affect the Sale Parcel as well as the location of any new easements or rights-of-way which SELLER proposes to create or impose thereon.

4.2 As soon as is reasonably practicable, but within forty-five (45) days after the Effective Date, SELLER shall cause to be delivered to PURCHASER, the Survey Map, a current fee title binder from a title insurance company authorized to do business in the State of New York or a current 40-year abstract of title to the Sale Parcel, current County and City tax searches covering the premises within which the Sale Parcel is situate; current bankruptcy searches with respect to SELLER and any of SELLER's predecessors in title to the Sale Parcel during the immediately preceding twenty (20) years (other than the United States of America); and a copy of the proposed Deed, as well as copies of all other necessary and/or customary instruments for conveying title to the Sale Parcel, all in accordance with this Agreement or as required by law, and for recording the Deed (collectively, the "Proposed Title Documents"). As soon as is reasonably practicable, but within thirty (30) days after PURCHASER receives the Survey Map and the other Proposed Title Documents, PURCHASER shall give SELLER notice (an "Objection Notice") of any item therein (a "Preventing Item") which, if it continues to exist after the Closing, will prevent SELLER from conveying title to the Sale Parcel to PURCHASER in accordance with Section "5.1.2.1" hereof, which Objection Notice shall expressly specify the Preventing Item(s). SELLER shall be required to use its commercially reasonable efforts (excluding litigation) to cure or remove any Preventing Item(s) specified in the Objection Notice within ten (10) days after its receipt of the Objection Notice. In the event SELLER fails to provide PURCHASER, within such ten (10) day period, with evidence that SELLER has cured or removed the Preventing Item(s) specified in the Objection Notice or evidence that SELLER has made satisfactory arrangements for removal of such Preventing Item(s) at or before the Closing, PURCHASER's sole remedy shall be either to (i) accept such title as SELLER is able to convey, without reduction in, or offset against, the Purchase Price and to formally acknowledge that PURCHASER is so accepting such title as SELLER shall request, and if requested, PURCHASER shall provide to SELLER a written acknowledgment that

it has waived the Preventing Item(s) SELLER is unable to cure or remove; or (ii) terminate this Agreement by giving SELLER notice of termination (a "Termination Notice") within ten (10) days after such ten (10) day period expires. In the event a Termination Notice is given, the Deposit shall be promptly returned to PURCHASER . Whichever remedy the PURCHASER shall elect, SELLER shall have no liability to PURCHASER for damages. Notwithstanding any provision of this Section "4.2" hereinbefore to the contrary, any mortgage granted by SELLER, a judgment docketed against SELLER or other monetary lien granted by or imposed on SELLER which the Proposed Title Documents or PURCHASER's title commitment reflect to currently exist and can be released, satisfied and/or discharged by SELLER's payment of moneys at the Closing (except for liens attributable to PURCHASER), which moneys, in the aggregate, at the Closing, will not exceed the Purchase Price, shall not be deemed a Preventing Item and shall be paid out of the proceeds due to SELLER at Closing in an amount not to exceed the Purchase Price.

4.3 PURCHASER acknowledges that SELLER intends to reserve and/or grant easements across, upon, over and under the Sale Parcel, or otherwise convey the Sale Parcel subject to easements, encompassing the existing utility lines, systems and/or facilities situate at the Sale Parcel including, without limitation, those utility lines, systems and facilities depicted on the Preliminary Map (collectively, the "Easements for Existing Utilities"). Notwithstanding anything to the contrary contained in this Agreement, PURCHASER agrees that none of the Easements for Existing Utilities as shown to date on the Preliminary Map as to location shall be deemed a Preventing Item.

4.4 PURCHASER acknowledges that the construction of any building and/or other enclosed structure comprising the Truss Manufacturing Facility and Related Improvements on top of any utility line and/or easement currently situate on the Sale Parcel and/or to be declared by SELLER for purposes of documenting existing utility lines on, in or under the Sale Parcel, would

unreasonably interfere with the utility line owner's and/or easement holder's ability to gain access to, operate, maintain, repair and/or replace such utility line and/or easement. In view of the foregoing, PURCHASER agrees that if, in SELLER's reasonable judgment, it becomes necessary to relocate any such utility line and/or easement in order to facilitate the Project (or the Site Plan therefor), PURCHASER shall bear the cost and expense of such relocation, or in the alternative, modify the Site Plan to cause any enclosed structure comprising the Truss Manufacturing Facility, and/or Related Improvements, to be located on the Sale Parcel, in locations not on top of such existing or declared easements.

#### **ARTICLE IV-A – GRADING OF CONCRETE FILL STOCKPILE**

4A.1 PURCHASER acknowledges that, as of the Effective Date, (a) rubblized concrete fill material taken from the runway, taxiway, ramp and/or apron areas situate at the Griffiss International Airport (collectively, the " Airport-Originated Concrete Fill Material") and (b) topsoil fill material taken from the Sale Parcel itself (the "Topsoil Fill Material") are separately stockpiled on the Sale Parcel in the Airport-Originated Concrete Fill Stockpile(s) and the Topsoil Fill Stockpile(s), respectively. Unless the parties otherwise expressly agree in the Grading Agreement (as such term is hereinafter defined), between the Effective Date and the Closing or the termination of this Agreement, as the case may be, SELLER shall not add any fill materials to the Sale Parcel or spread any fill materials currently stockpiled on the Sale Parcel.

4A.2 PURCHASER acknowledges it has received copies of summaries of Soil Analytical Results with respect to the Airport-Originated Concrete Fill Material comprising the Airport-Originated Concrete Fill Stockpile dated August 25, 2020 and July 29, 2022.

#### **ARTICLE V - CLOSING ITEMS**

5.1 At the Closing:

5.1.1 PURCHASER shall pay to SELLER all monies in accordance with section

"3.1.2" hereof.

5.1.2 SELLER shall deliver to the PURCHASER:

5.1.2.1 (a) The Deed, duly executed and acknowledged by SELLER, which Deed shall be a standard form Bargain and Sale Deed (with Covenant against Grantor's Acts) so as to convey to PURCHASER insurable title to the Sale Parcel, in fee simple, free and clear of all liens and encumbrances except for (i) zoning ordinances and all other applicable laws, rules and regulations (collectively, the "Laws"), (ii) the Declaration of Covenants, Restrictions, Easements and Rights-of-Way applicable to that portion of the Griffiss Business Park which includes the Sale Parcel (the "Declaration"), as amended by the Omnibus Amendment of Declarations of Covenants, Restrictions, Easements and Rights-of-Way for the Development Areas situate in the Griffiss Business & Technology Park dated October 2, 2019 (the "Omnibus Amendment"), copies of which Declaration and Omnibus Amendment are collectively attached hereto and made a part hereof as **Exhibit B** (collectively, the "Amended Declaration"), as the same may be amended from time to time in accordance with the then current terms and provisions of the Amended Declaration, (iii) easements, rights-of-way, conditions, covenants, and restrictions of record affecting the Sale Parcel including, without limitation, those set forth in any of the Government Deeds (as such term is hereinafter defined), and Encumbrances (including any new easements and/or rights-of-way to be created or imposed by SELLER on the Sale Parcel) which were reflected in the Survey Map and/or the other Proposed Title Documents when provided by SELLER to PURCHASER pursuant to Sections "4.1" and "4.2" hereof and to which PURCHASER has made no reference in an Objection Notice or has given SELLER written acknowledgement that PURCHASER has waived objection thereto, (iv) any state of facts with respect to the Sale Parcel shown by the Survey Map or a physical inspection of the Sale Parcel including, without limitation, any and all above ground (and underground only if shown on the Survey Map or having physical features above ground)

utility lines, culverts, pipes, apparatus, equipment, encroachments, etc. (but excluding improvements made to the Sale Parcel by or for PURCHASER, if any), (v) any liens or encumbrances (e.g., mechanic's liens) resulting from the action or inaction of PURCHASER or which are otherwise attributable to PURCHASER, and (vi) the By-Laws (the "By-Laws") of Griffiss Park Landowners Association, Inc. (the "Landowner's Association"), which By-Laws are attached hereto and made a part hereof as **Exhibit C**. PURCHASER agrees to accept title to the Sale Parcel subject to the Laws, the Amended Declaration, the By-Laws, improvements made by PURCHASER, if any, and all of the other items specified in sections 5.1.2.1(a)(i) through (vi) above, inclusive.

(b) The Deed shall also convey to PURCHASER (i) any rights, covenants, easements and rights-of-way of record of an appurtenant nature which benefit the Sale Parcel.

5.1.2.2 Such additional documents and affidavits relating to the title of the Sale Parcel as PURCHASER and PURCHASER's attorney and/or title insurance company may reasonably request.

## **ARTICLE VI - ADJUSTMENTS**

6.1 Real property taxes, if any, and assessments, if any, shall be apportioned as of the date of Closing on the basis of the fiscal year for which assessed. The obligation to apportion real property taxes and assessments shall survive the Closing and delivery of the Deed for a period of sixty (60) days.

6.2 Assessments which are or may be paid in installments shall be apportioned as of the date of Closing in accordance with section "21.1" hereof.

## **ARTICLE VII – POSSESSION**

7.1 Possession of the Sale Parcel shall be given to PURCHASER at the Closing,

simultaneously with delivery by SELLER to PURCHASER of the Deed.

7.2 On the Closing Date (as hereinafter defined), SELLER shall convey the Sale Parcel to PURCHASER, and PURCHASER shall accept the Sale Parcel from SELLER, in its "AS IS" condition, "WITH ALL FAULTS", if any.

#### **ARTICLE VIII – CLOSING FEES AND EXPENSES**

8.1 (a) At Closing, SELLER shall be responsible for paying the cost of filing the Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption for Payment of Estimated Personal Tax form (Form TP-584) and the New York State transfer tax shown thereon, if any, and such other closing costs as are customarily borne by the sellers of real property situate in the City of Rome, Oneida County, New York.

(b) At Closing, PURCHASER shall be responsible for paying the cost of filing the Survey Map, obtaining the City Assessor's stamp on and recording the Deed, filing the New York State Equalization and Assessment form (Form RP-5217), and such other closing costs as are customarily borne by the purchasers of real property situate in the City of Rome, Oneida County, New York. Notwithstanding the provisions of Section 8.1(a) above and for the avoidance of doubt, if SELLER opts to deliver a current fee title commitment to PURCHASER instead of a 40-year abstract of title, PURCHASER shall be responsible to pay the title insurance premium therefor at Closing or the cancellation fee therefor upon the termination of this Agreement, as the case may be.

(c) Each of SELLER and PURCHASER shall pay its own attorneys' fees in connection with the Closing.

#### **ARTICLE IX – BROKER**

9.1 SELLER and PURCHASER warrant and represent to each other that no broker or other person entitled to broker's fees, real estate commissions or other compensation has been

instrumental in bringing about this Agreement for the sale of the Sale Parcel, except for Pavia Real Estate Services ("Pavia"), which was engaged by PURCHASER. PURCHASER shall be solely responsible for an pay all broker's fees, real estate commissions and other compensation that may be due to Pavia. In the event any person or entity (other than Pavia) makes claim for broker's fees, real estate commissions or other compensation by virtue of this Agreement for the sale of the Sale Parcel, the party whose acts are determined to have been responsible therefor shall hold the other party harmless therefrom and shall indemnify such other party in the event such other party is required to pay the same. The warranty, representation and indemnity obligations of SELLER and PURCHASER under this section "9.1" shall survive the Closing and delivery of the Deed and/or the termination of this Agreement.

9.2 At Closing, SELLER, shall credit PURCHASER in an amount equal to (a) the amount of the real estate commission due to Pavia or (b) an amount equal to four percent (4%) of the Purchase Price, whichever amount is less.

#### **ARTICLE X – INSPECTIONS, SURVEYS, STUDIES, PLANS AND TESTS**

10.1 Subject to applicable covenants, conditions and restrictions including, without limitation, the covenants, conditions and restrictions which are set forth in the Government Deeds (as such term is hereinafter defined), PURCHASER and its agents and representatives shall have the right at any time following the Effective Date, at PURCHASER's own cost and expense, to undertake and/or make any inspections, assessments, surveys, studies, plans and tests of or with respect to the Sale Parcel which PURCHASER deems necessary, including, but not limited to, environmental assessments (including environmental assessments of the materials comprising the Airport-Originated Concrete Fill Stockpile(s) and/or the Topsoil Fill Stockpile(s)), wetlands delineation reports, geotechnical tests, traffic studies and stormwater management plans (hereinafter sometimes collectively referred to as the "Inspections & Tests"). Nothing contained

in the foregoing provisions of this Section "10.1" shall be deemed to impose an obligation upon PURCHASER to make any inspection, survey, study, plan or test. If the Closing does not occur, PURCHASER shall at its own cost and expense, deliver to SELLER all inspections, surveys, studies, plans and other test results from any of the foregoing activities, the results of which inspections, assessments, surveys, studies, plans and tests shall remain confidential and not be disclosed by PURCHASER other than such disclosure as may be required by law or to prove a defense to any action by SELLER against PURCHASER. If PURCHASER (or any contractor or representative of PURCHASER) is required by law to disclose the results of any inspections, assessments, surveys, studies, plans and/or tests to a third party, it shall notify SELLER at least two (2) business days in advance of making such disclosure unless immediate disclosure is legally required in which case PURCHASER (or PURCHASER's contractor or representative) shall notify SELLER at the same time that it makes such disclosure to the third party. PURCHASER shall indemnify SELLER against, and hold SELLER harmless with respect to, all liens, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of or resulting from the exercise by PURCHASER of its aforesaid right to inspect, assess, survey, study, plan and test. PURCHASER's obligations to SELLER pursuant to this Section "10.1" shall survive the Closing and/or the termination of this Agreement.

10.2 PURCHASER acknowledges receipt of copies of Air Force Deed No. 1 and Air Force Deed No. 2 (Air Force Deed No. 1 and Air Force Deed No. 2 are herein sometimes collectively referred to as the "Government Deeds") and PURCHASER shall during performance of its due diligence familiarize itself with the rights-of-way, easements, covenants, conditions and restrictions contained therein. PURCHASER also acknowledges that it shall have the opportunity to review the documents contained in the Administrative Record for Griffiss AFB (the "Administrative Record") which relate to the environment at, on, over or under the Sale Parcel or

in the vicinity of the Sale Parcel. The Administrative Record can be found at the Air Force Administrative Record public website at <https://ar.afcec-cloud.af.mil> (click BRAC, then click Griffiss).

#### **ARTICLE XI - BASIC CONDITIONS TO OBLIGATIONS**

11.1 The obligation of PURCHASER to complete the transactions provided for in this Agreement on the Closing Date shall be subject, at the election of PURCHASER, to the performance by SELLER of all of the covenants and agreements by SELLER to be performed under this Agreement on or before the Closing Date, and to the following further conditions:

11.1.1 All representations and warranties of SELLER contained in this Agreement shall be substantially true and correct on and as of the Closing Date in all respects as if made on and as of the Closing Date.

11.2 The obligation of SELLER to complete the transactions provided for in this Agreement on the Closing Date shall be subject, at SELLER's election, to the performance by PURCHASER of all of the covenants and agreements by PURCHASER to be performed under this Agreement on or before the Closing Date, and to the following further conditions:

11.2.1 All representations and warranties of PURCHASER contained in this Agreement shall be substantially true and correct on and as of the Closing Date in all respects as if made on and as of the Closing Date.

11.3 Except as may be expressly set forth in this Agreement, the representations and warranties made by each of SELLER and PURCHASER in this Agreement shall not survive the Closing and the delivery of the Deed.

#### **ARTICLE XII – CONTINGENCIES**

12.1 PURCHASER's obligation to close upon the transactions described in this Agreement shall be contingent upon the following (collectively, the "PURCHASER Contingency

Items”) occurring on or prior to the PURCHASER's Contingency Satisfaction/Waiver Date (as such term is hereinafter defined):

12.1.1 PURCHASER, at its own cost and expense, having been able to obtain the Inspections & Tests of the Sale Parcel contemplated by ARTICLE X hereof, including, without limitation, a Phase I environmental site assessment and, if necessary or desirable, a Phase II environmental site assessment, all in form and content satisfactory to PURCHASER, in its sole discretion.

12.1.2 PURCHASER's having received from SELLER a copy of the City of Rome Planning Board's subdivision approval (the "Subdivision Approval") enabling the creation of the Sale Parcel and the conveyance thereof by SELLER, which Subdivision Approval shall be in form and content satisfactory to PURCHASER, in its reasonable discretion.

12.1.3 PURCHASER, at its own cost and expense, having obtained, as applicable and if required to construct and operate PURCHASER'S Truss Manufacturing Facility on the Sale Parcel, all final, non-appealable variances, site plans, SEQR, building and other licenses, permits, consents and approvals from federal, state and/or local authorities and other agencies which are necessary or which PURCHASER reasonably determines it requires (other than the Subdivision Approval), to permit the construction of the Project on the Sale Parcel, and PURCHASER'S intended use of the Sale Parcel as and for the Truss Manufacturing Facility and Related Improvements; all of which licenses, permits, consents and approvals shall be acceptable in form and substance to PURCHASER.

12.1.4 PURCHASER, at its own cost and expense, having obtained such financing as is necessary or desirable, in PURCHASER's sole discretion, to accomplish the transactions described in this Agreement, upon terms and conditions which are satisfactory to PURCHASER, in its sole discretion.

12.1.5 PURCHASER, at its own cost and expense, having obtained a commitment for financial assistance and/or incentives with respect to the Project from or through the New York State Urban Development Corporation d/b/a Empire State Development (“ESD”), which ESD commitment shall be in form and content satisfactory to PURCHASER, in its sole discretion.

12.1.6 PURCHASER, at its own cost and expense, having obtained financial assistance from OCIDA with respect to the Project including, without limitation, a sales tax exemption with respect to construction in the maximum amount permitted, a mortgage recording tax exemption in the maximum amount permitted and a payment-in-lieu-of-tax agreement (“PILOT Agreement”), upon terms and conditions which are satisfactory to PURCHASER, in PURCHASER’s sole discretion.

12.1.7 PURCHASER, at its own cost and expense, having reviewed and approved a written commitment for the issuance of an owner’s policy of title insurance with respect to the Sale Parcel (and the Truss Manufacturing Facility Center and Related Improvements to be constructed thereon) in form and content, and by a title insurance company chosen by SELLER and satisfactory to PURCHASER, in its sole discretion.

12.1.8 PURCHASER, SELLER and Griffiss Utility Services Corporation (“GUSC”) having entered into an electric services/infrastructure agreement (the “Electric Services/Infrastructure Agreement”) in form and content satisfactory to PURCHASER, in its sole discretion, (a) which addresses PURCHASER’s specifications for a transformer, requirements for power, demand figures, and related matters, (b) provides for an easement to be granted by SELLER to GUSC covering the existing electric utility lines, systems and/or facilities (including manholes) situate upon and under the Sale Parcel, and (c) provides for SELLER, at SELLER’s own cost and expense, to raise the manhole structures to meet PURCHASER’s proposed grade.

12.1.9 PURCHASER and the City of Rome having entered into an agreement

regarding stormwater and sanitary sewer connections (the "Stormwater/Sanitary Sewer Connection Agreement") in form and content satisfactory to PURCHASER enabling PURCHASER to tie into (a) the existing sanitary sewer lift station situate in the southeast corner of the Sale Parcel and (b) the stormwater interceptor located on the Sale Parcel.

12.1.10 PURCHASER and SELLER having entered into an agreement in form and content satisfactory to PURCHASER whereby SELLER agrees to spread the Airport-Originated Concrete Fill Material comprising the Airport-Originated Concrete Fill Stockpile upon and throughout the Sale Parcel after the Closing Date, at SELLER's cost and expense (the "Grading Agreement").

12.1.11 PURCHASER's having determined the availability of all utilities either at the Sale Parcel or capable of being brought to the Sale Parcel by the applicable utility provider, at a cost during a period of time deemed acceptable to PURCHASER; and provided SELLER has provided, if required, any easements on, over, under or through SELLER's lands or private streets as are necessary to bring an applicable utility required by PURCHASER not currently located at the Sale Parcel (unless the rights-of-way of public streets are available for such purpose). All cost of extending such utility or utilities, other than easements to be provided by SELLER, if any, shall be at the cost and expense of PURCHASER.

12.1.12 PURCHASER's managers and, if required, PURCHASER's members, having duly approved this Agreement and the transactions contemplated herein.

12.1.13 PURCHASER having satisfied itself that SELLER has not created any condition on the Sale Parcel between the Effective Date and the Closing which is adverse to PURCHASER's interests with respect to the Sale Parcel.

12.2 In the event PURCHASER is unable to obtain, receive or waive the PURCHASER Contingency Items mentioned in sections "12.1.1", "12.1.2", "12.1.3", "12.1.4", "12.1.5",

“12.1.6”, “12.1.7”, “12.1.8”, “12.1.9”, “12.1.10”, “12.1.11”, “12.1.12” and “12.1.13” by Closing (the "PURCHASER's Contingency Satisfaction/Waiver Date"), PURCHASER shall thereafter have the right to terminate this Agreement upon notice to SELLER (which notice shall be given within ten (10) days after the proposed Closing date). In the event this Agreement is terminated pursuant to this section “12.2”, the Deposit shall be returned to PURCHASER as soon as is reasonably practicable and neither SELLER nor PURCHASER shall have any further rights or obligations under this Agreement, except as otherwise expressly and specifically set forth herein. PURCHASER shall make a good faith and diligent effort to obtain the items necessary to satisfy the PURCHASER Contingency Items set forth in sections “12.1.1”, “12.1.2”, “12.1.3”, “12.1.4”, “12.1.5”, “12.1.6”, “12.1.7”, “12.1.8”, “12.1.9”, “12.1.10”, “12.1.11”, “12.1.12” and “12.1.13” hereof.

12.3 SELLER’s obligation to close upon the transactions described in this Agreement shall be contingent upon the following (collectively, the “SELLER Contingency Items”) occurring on or before the SELLER's Contingency Satisfaction/Waiver Date (as such term is hereinafter defined):

12.3.1 SELLER, at its own cost and expense, having arranged to obtain title to the Sale Parcel from OCIDA upon terms and conditions satisfactory to SELLER, in its sole discretion.

12.3.2 SELLER's, at SELLER's own cost and expense, having obtained subdivision approval from the City of Rome Planning Board to create the Sale Parcel upon terms and conditions satisfactory to SELLER, in its sole discretion, but subject to PURCHASER’S final approval of the Sale Parcel as subdivided and any terms or conditions, if any, imposed by the City of Rome on such Sale Parcel as part of the subdivision process.

12.3.3 SELLER, PURCHASER and Griffiss Utility Services Corporation ("GUSC") having entered into the Electric Services/Infrastructure Agreement" in form and content

satisfactory to SELLER, in its sole discretion.

12.3.4 SELLER being able to provide such easements on, over or under its land and/or private roads, as may be necessary for PURCHASER, in SELLER's reasonable judgment, to bring any utility not currently at the Sale Parcel to the Sale Parcel (if any such utility cannot be brought to the Sale Parcel within the right-of-way of one or more public streets).

12.3.5 SELLER's Board of Directors and, if required, SELLER's members, having duly approved this Agreement and the transactions contemplated herein.

12.3.6 SELLER having approved (a) PURCHASER's site plan for the Project (the "Site Plan") prior to PURCHASER's submission of the Site Plan to the City of Rome Planning Board (the "Planning Board") for review and (b) any modifications to said Site Plan (the "Site Plan Modifications") requested by the Planning Board prior to PURCHASER's submission of such Site Plan Modifications to the Planning Board.

12.3.7 SELLER and PURCHASER having entered into the Grading Agreement in form and content satisfactory to SELLER.

12.4 In the event SELLER is unable to obtain the SELLER Contingency Items mentioned in sections "12.3.1", "12.3.2", "12.3.3", "12.3.4", "12.3.5", "12.3.6" and "12.3.7" by Closing (the "SELLER's Contingency Satisfaction/Waiver Date"), SELLER shall thereafter have the right to terminate this Agreement upon notice to PURCHASER (which notice shall be given within ten (10) days after the proposed Closing date). In the event this Agreement is terminated pursuant to this section "12.4", the Deposit shall be returned to PURCHASER as soon as is reasonably practicable and neither SELLER nor PURCHASER shall have any further rights or obligations under this Agreement, except as otherwise expressly and specifically set forth herein. SELLER shall make a good faith and diligent effort to obtain the items necessary to satisfy the SELLER Contingency Items set forth in sections "12.3.1", "12.3.2", "12.3.3", "12.3.4", "12.3.5", "12.3.6"

and “12.3.7” hereof.

### **ARTICLE XIII - CLOSING**

13.1 The Closing as mentioned in this Agreement shall be on or about the earlier of (i) the later of (a) the fifth (5th) day following the date that all PURCHASER Contingency Items are obtained by PURCHASER or waived in a writing sent by PURCHASER to SELLER, (b) the fifth (5th) day following the date that all SELLER Contingency Items are obtained by SELLER or waived in a writing sent by SELLER to PURCHASER or (ii) seven (7) months following the Effective Date. The Closing shall take place at SELLER’s offices or at such other place as the parties may agree, or may be conducted via mail and escrow. For the purpose of this Agreement, the date the Closing actually occurs shall be deemed the “Closing Date”.

### **ARTICLE XIV – REPRESENTATIONS**

14.1 SELLER and PURCHASER each acknowledge that the other party (including its officers, directors, members, agents and representatives) has made no warranties or representations of any kind to induce it to enter this Agreement except for those warranties or representations, if any, which are expressly set forth in this Agreement, including those in sections “14.2” and “14.3”.

14.2 SELLER represents and warrants to PURCHASER as follows:

14.2.1 SELLER is duly organized, validly existing and in good standing in the State of New York and has the authority to enter into this Agreement.

14.2.2 Neither the execution of this Agreement nor the consummation by it of the transactions contemplated hereby will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any termination of, any agreement or instrument to which SELLER is a party.

14.3 PURCHASER represents and warrants to SELLER as follows:

14.3.1 PURCHASER is duly organized, validly existing and in good standing in

the State of New York and has the authority to enter into this Agreement.

14.3.2 Neither the execution of this Agreement nor the consummation by it of the transactions contemplated hereby will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any termination of, any agreement or instrument to which PURCHASER is a party.

14.4 The representations of SELLER and PURCHASER in this Article XIV shall survive closing.

14.5 Except as expressly set forth in this Agreement (if at all), the representations and warranties made by SELLER and PURCHASER in this Agreement shall not survive the Closing and the delivery of the Deed.

#### **ARTICLE XV - COVENANT OF FURTHER ASSURANCES**

15.1 At and after the Closing, upon request of either party, the other party shall take such action and deliver to such requesting party such further instruments, documents, agreements, assignments or conveyances as are reasonably required in order to complete and otherwise effect and carry out the terms and intentions of this Agreement; provided, however, that such action and/or documents, agreements, assignment or conveyances may be provided without material cost to the non-requesting party.

15.2 The provisions of this ARTICLE XV shall survive the Closing and the delivery of the Deed.

#### **ARTICLE XVI - RISK OF LOSS BY CASUALTY**

16.1 Section 5-1311 of the General Obligations Law establishes the risk of loss and obligation of the parties in the event of the destruction or taking by eminent domain of all or a portion of the Sale Parcel being conveyed prior to Closing.

#### **ARTICLE XVII – CAM CHARGES**

17.1 SELLER shall convey the Sale Parcel to PURCHASER, and PURCHASER shall accept such conveyance of the Sale Parcel from SELLER, subject to the By-Laws. Generally, the By-Laws provide that the record Owner (as such term is defined in the By-Laws) of each Property (as such term is defined in the By-Laws) situated in the Development (as such term is defined in the By-Laws) shall be a Member (as such term is defined in the By-Laws) of the Landowner's Association. The rights of membership in the Landowner's Association are subject to the payment of periodic assessments levied by the Landowner's Association to cover the cost of common area maintenance (the "CAM Charges") provided by or at the behest of the Landowner's Association within the Development. Thus, upon Closing PURCHASER, as record Owner of a Property in the Development (i.e., the Sale Parcel) shall become a Member of the Landowner's Association and become obligated to pay periodic CAM Charges applicable to the Project.

17.2 The obligation to pay CAM Charges shall be deemed an obligation which runs with the land comprising the Sale Parcel and shall bind all future tenants and/or owners thereof including, without limitation, PURCHASER and PURCHASER's successors and/or assigns.

17.3 Existing CAM charges and the method of allocation are subject to the approval of PURCHASER prior to closing.

**ARTICLE XVIII – INTENTIONALLY OMITTED.**

**ARTICLE XIX – NOTICE**

19.1 Any notice or demand which under the terms of this Agreement must or may be given or made by either SELLER or PURCHASER shall be in writing and shall be given or made by (i) mailing the same by certified or registered mail, return receipt requested, or (ii) delivering the same by nationally recognized overnight courier, to the addressee at the addressee's address first above written or to such other address which either SELLER or PURCHASER from time to time may designate by notice to the other in accordance with this section "19.1", or (e) by electronic

mail to the email addresses set forth below provided first class mail through the United States Post Office is simultaneously given.. Any such notice shall be deemed given on the fifth date following the day the notice is deposited with the United States Postal Service or next day following deposit with a permitted overnight courier, or on the day of transmission if sent by electronic mail, except, that if such following day is a Saturday, Sunday or other national holiday, it shall be deemed given on the first business day thereafter and except that notice of change of address shall be deemed given when delivered to the addressee or to the addressee's last designated address. Any notice given by an attorney or firm of attorneys representing SELLER or PURCHASER, as the case may be, shall be deemed given by the SELLER or PURCHASER, as the case may be.

#### **ARTICLE XX – CONSTRUCTION**

20.1 Any reference in this Agreement to "section" or "sections" or "ARTICLE" refers, unless expressly provided otherwise, to a section or sections or an ARTICLE of this Agreement. Any reference to gender is not necessarily limited to the gender referred to in this Agreement if not appropriate, nor is reference to the singular or plural intended to eliminate reference to the other if appropriate.

#### **ARTICLE XXI – PURCHASER’S DEVELOPMENT COVENANT**

20.1 PURCHASER shall use its commercially reasonable efforts to commence construction of the Project on the Sale Parcel within six (6) months after the Closing Date and shall substantially complete the Project and open up the Truss Manufacturing Facility for occupancy and/or operation prior to the second (2<sup>nd</sup>) anniversary of the Closing Date (the “PURCHASER’S Development Covenant”).

20.2 If PURCHASER breaches PURCHASER’S Development Covenant by either (a) failing to commence construction of the Project within six (6) months after the Closing Date or (b) failing to substantially complete the Project and open up the Truss Manufacturing Facility for

occupancy and/or operation prior to the second (2<sup>nd</sup>) anniversary of the Closing Date, then, and in either of such events, SELLER shall have the option to repurchase the Sale Parcel (together with the improvements thereon, if any) (“SELLER’s Repurchase Option”) from PURCHASER for a purchase price equal to the Purchase Price, plus the value of any improvements situate thereon at the time of the exercise of the SELLER’s Repurchase Option (except for improvements paid for by SELLER, if any). If SELLER exercises SELLER’s Repurchase Option, then within ninety (90) days of such exercise PURCHASER shall convey the Sale Parcel (together with the improvements situate thereon, if any) by means of a Bargain and Sale Deed (with Covenant against Grantor’s Acts), free and clear of all liens and encumbrances, except for the Laws, the Declaration, the Bylaws, the easements, rights of way, conditions, covenants and restrictions of record affecting the Sale Parcel when the Deed was delivered by SELLER to PURCHASER, and any state of facts with respect to the Sale Parcel that would be disclosed by an accurate survey and physical inspection of the Sale Parcel. SELLER’s Repurchase Option shall run with the land comprising the Sale Parcel and may, at SELLER’s election, either be included in the Deed or in a separate recordable instrument to be executed and delivered by SELLER and PURCHASER at Closing (together with such other documents as may be necessary in order to record such separate instrument). PURCHASER shall not be deemed to be in breach of the PURCHASER’s Development Covenant if (i) the delay in substantially completing the Project and opening the Truss Manufacturing Facility for occupancy and/or operation as set forth in Subsections 20.2(a) and (b) herein is caused by a Force Majeure event. A Force Majeure event mean shall include but is not limited to any event or circumstance beyond the reasonable control of the PURCHASER including acts of God, fire, explosion, flood, epidemic, pandemic, power failure, governmental actions or directions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes and strikes; or (ii) the delay is caused in whole or in part by

the SELLER. PURCHASER shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. Notwithstanding the forgoing concerning a Force Majeure event, should the SELLER elect to exercise its Repurchase Option, the SELLER shall provide written notice to the PURCHASER pursuant to the notice provision contained herein and the PURCHASER shall have thirty (30) days to cure any alleged breach of the Development Covenant prior to the Repurchase Option becoming effective, unless PURCHASER has commenced cure and such cure, diligently pursued, is not capable of cure within thirty (30) days in which case the time to cure shall be extended.

20.3 Notwithstanding anything to the contrary contained in this Agreement, SELLER makes no warranty or representation, either express or implied, that PURCHASER's use of the Sale Parcel to construct and operate the Truss Manufacturing Facility and Related Improvements is permissible under applicable laws, ordinances, rules, regulations, covenants, easements, conditions and restrictions, it being PURCHASER's responsibility to determine if the construction and operation of the Project on the Sale Parcel complies with such laws, ordinances, rules, regulations, covenants, easements, conditions and restrictions including, without limitation, those set forth in Government Deeds and the Declaration.

20.4 SELLER shall terminate or release the PURCHASER Development Covenant of record upon PURCHASER obtaining its conditional Certificate of Occupancy and shall either release or subordinate the Development Covenant to the lien of any lender providing financing to PURCHASER to assist in either or both completing closing on and acquisition of the Sale Parcel and/or completing the development and construction of the Truss Manufacturing Facility, to the lien of any mortgage or other security interest granted by PURCHASER to such lender in the Sale Parcel or the assets of PURCHASER.

20.5 The provisions of this Article XXV shall survive the Closing and delivery of the

Deed.

**ARTICLE XXII - SPECIAL ASSESSMENTS**

22.1 If, at the time of Closing, the Sale Parcel, or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments (or which SELLER has elected to pay in annual installments), SELLER shall be responsible only for SELLER's prorated share of the annual installment due in the year in which the Closing takes place, and for the annual installments due in the years preceding the year in which the Closing takes place, and PURCHASER shall be responsible for PURCHASER's prorated share of the annual installment due in the year in which the Closing takes place, and for the annual installments due in the years subsequent to the year in which the Closing takes place. As of date of this Agreement SELLER knows of no assessments other than real property taxes. If SELLER acquires knowledge prior to Closing Date of any assessment having been or to be imposed that will encumber the Sale Parcel SELLER will provide PURCHASER with written notice thereof and PURCHASER shall have ten (10) days to object in writing. If no objection is made by PURCHASER then right to object shall be deemed waived.

**ARTICLE XXIII - GOVERNING LAW, FORUM**

23.1 The interpretation and enforcement of this Agreement and any term hereof shall be governed by, and construed under, the laws of the State of New York without reference to its choice of law rules or principles.

23.2 Any action or proceeding for the construction or enforcement of this Agreement or any of the documents given pursuant to this Agreement, in any litigation of any kind arising by reason of this Agreement or any of the documents or instruments given pursuant to this Agreement, or any of the warranties, representations or covenants made hereunder, shall be brought in a court of the State of New York having competent jurisdiction and located in the County of Oneida, and

SELLER and PURCHASER each hereby consents to any such court having jurisdiction over it for the purposes of any such action or proceeding and, among other things, hereby in addition authorizes personal service upon it wherever it or any of its officers or directors can be found.

**ARTICLE XXIV – RECITALS**

The above Recitals are incorporated into and made a part of this Agreement as if set forth in full herein.

**ARTICLE XXV – ASSIGNMENT; BENEFIT**

25.1 (a) PURCHASER, without SELLER’s consent, may assign this Agreement to a corporation, general partnership, limited partnership, limited liability company or other lawful entity entitled to do business in the State of New York provided such entity is controlled by, controlling of, or under common control with PURCHASER (the “Permitted Assignee”). As used herein, the terms "controlled by", "controlling of" and "under common control with" shall mean the ability to vote or direct the vote of more than fifty percent (50%) of the voting interests of the entity in question. In the event of such an assignment of this Agreement to a Permitted Assignee (i) PURCHASER promptly shall give notice thereof to SELLER which states the Permitted Assignee's name and address for notice purposes and includes with such documentation as may be necessary to enable SELLER to verify that the Permitted Assignee is controlled by, controlling or under common control with PURCHASER, (ii) PURCHASER and the Permitted Assignee shall be jointly and severally liable under this Agreement from and after the date of such assignment, (iii) the Permitted Assignee shall be deemed to have assumed all obligations of PURCHASER under this Agreement, and (iv) from and after any such assignment the term “PURCHASER” herein shall be deemed to mean the Permitted Assignee under any such assignment (unless the context clearly indicates otherwise).

(b) Except as set forth in section 25.1 (a) above, PURCHASER may not assign this

Agreement without SELLER's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and any such assignment of this Agreement by PURCHASER without SELLER's prior written consent shall be deemed null and void, provided, however, that an assignment by PURCHASER to a third party that complies with section 12.3.8 of this Agreement shall be permissible and shall not require the prior written consent of SELLER.

(c) Subject to the foregoing provisions of this Article, this Agreement shall be binding upon and inure to the benefit of SELLER and PURCHASER and their respective successors and assigns.

#### **ARTICLE XXVI – REMEDIES**

26.1 If (a) PURCHASER has not terminated this Agreement pursuant to Section 4.2 hereof or Section 12.2 hereof, and (b) SELLER has not terminated this Agreement pursuant to Section 12.4 hereof, but PURCHASER nonetheless fails to close upon the transaction described herein, SELLER shall be entitled, as its sole remedy, to either (i) retain the PURCHASER's \$10,000.00 Deposit as liquidated damages or (ii) sue PURCHASER for damages under and/or specific performance of this Agreement; provided, however, that SELLER commences such action against PURCHASER for damages under and/or specific performance of this Agreement within thirty (30) days after its cause(s) of action therefor accrue.

26.2 If (a) SELLER has not terminated this Agreement pursuant to Section 12.4 hereof and (b) PURCHASER has not terminated this Agreement pursuant to Section 4.2 hereof or Section 12.2 hereof, but SELLER nonetheless fails to close upon the transaction described herein, PURCHASER shall be entitled, as its sole remedy, to either (i) a refund of PURCHASER's \$10,000.00 Deposit plus the sum of \$10,000.00 from SELLER as liquidated damages or (ii) sue SELLER for damages under and/or specific performance of this Agreement; provided, however, that PURCHASER commences such action against SELLER for damages under and/or specific

performance of this Agreement within thirty (30) days after its cause(s) of action therefor accrue.

**ARTICLE XXVII – ENTIRE AGREEMENT**

27.1 This Agreement (including the exhibits thereto) constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties. No waiver of any provisions of this Agreement shall be deemed or constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**ARTICLE XXVIII - ACTION ON NEXT BUSINESS DAY**

28.1 In the event that the day on which or before which or after which an act is required or authorized to be performed hereunder falls on a Saturday, Sunday or public holiday, the act may be done on the next business day with the same force and effect as if done on such Saturday, Sunday or public holiday.

**ARTICLE XXIX---COUNTERPARTS**

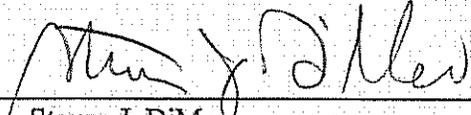
29. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument. Facsimile, email and PDF versions of a signed document, including this Agreement, shall constitute an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has executed this Real Estate Purchase and Sale Agreement as of the Effective Date.

**SELLER:**

**GRIFFISS LOCAL DEVELOPMENT  
CORPORATION**

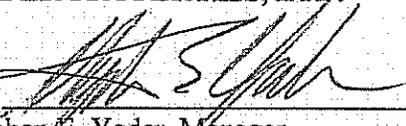
By: 

Steven J. DiMeo

Its Authorized Representative

**PURCHASER:**

**YODER PROPERTIES, LTD.**

By: 

Stephen E. Yoder, Manager

**EXHIBIT A**

Preliminary Map



9(e) Is the Applicant currently a tenant in the facility?  Yes  No

9(f) Are you planning to use the entire proposed facility?  
 Yes  No

**If No**, please give the following information with respect to tenant(s) which will remain in the facility after the completion of the project, including the square footage the Applicant will occupy:

<u>Name of Tenant</u>	<u>Floors Occupied</u>	<u>Sq. Ft. Occupied</u>	<u>Nature of Business</u>

9(g) Are any of the tenants related to the owner of the facility?  
 Yes  No **If Yes**, please explain.

9(h) Will there be any other users utilizing the facility?  
 Yes  No

**If Yes**, please explain. Provide detail of the contractual arrangement including any financial exchange for the use of the site or property.

### Part VI: Equipment

10(a) List the principal items or categories of equipment to be acquired as part of the project. If you are requesting sales tax exemption it is important to be as detailed as possible. (If a complete list is not available at time of application, as soon as one is available but prior to final authorizing resolution, please submit a detailed inventory of said equipment to be covered.) Attach a sheet if needed.

Stark Truss anticipates within 5 years will purchase an additional automated roof truss line and associated equipment, See Attached List.

10(b) Please provide a brief description of any equipment which has already been purchased or ordered, attach all invoices and purchase orders, list amounts paid and dates of expected delivery. Attach a sheet if needed.

N/A

10(c) What is the useful life of the equipment? 15 years

<b>Equipment Breakdown</b>		
<b>#</b>	<b>Equipment</b>	<b>Cost</b>
<b>1</b>	<b>In-line Table</b>	\$ 700,000.00
<b>2</b>	<b>Web Saw</b>	\$ 100,000.00
<b>3</b>	<b>Semi</b>	\$ 150,000.00
<b>4</b>		
	<b>Total Cost</b>	\$ 950,000.00

<b>Installation of new equipment</b>	
<b>Cost</b>	\$ 20,000.00

<b>Relocation of existing equipment</b>	
<b>Cost</b>	\$ 70,000.00

<b>Building Extension</b>	
<b>SQFT</b>	25,200.00
<b>Cost</b>	\$ 707,650.65
<b>Cost per SQFT</b>	\$ 28.08
<b>Additonal SQFT</b>	2,625.00
<b>Addition Cost</b>	\$ 73,713.61

<b>Total Expansion</b>	
<b>Cost</b>	\$ 1,113,713.61

**Part VII: Employment Information**

"FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

**11(a)** Estimate how many construction jobs will be created or retained as a result of this project.

~36 Jobs

**11(b)** Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

Yes  No **If Yes**, explain below.

Our proposed project will maintain 22 private sector jobs, along with the creation of 8 new jobs over a 5 year period.

**11(c)** Have you experienced any employment changes (+ or -) in the last three (3) years?

Yes  No **If Yes**, explain below.

Our Employee base is stable with a slight increase in total employee count.

**11(d)** Job Information related to project \*\*\*

Estimate below how many jobs will be created and retained as a result of this project, if OCIDA assistance is granted. **PLEASE MAKE SURE TOTAL PART-TIME EMPLOYEES ARE TURNED INTO FULL-TIME EQUIVALENTS (FTE) for Line B. - See Pg. 17.**

<b>Number of Jobs BEFORE Project</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	
Address in NYS						<b>Total</b>
Full-Time Company	16					
Full-Time Independent Contractors	N/A					
Full-Time Leased	6					
<b>A. Total Full-Time BEFORE</b>						
Part-Time Company	N/A					
Part-Time Independent Contractors	N/A					
Part-Time Leased	N/A					
<b>B. Total FTE Part-Timers BEFORE</b>						
<b>C. Total FTE BEFORE*</b>	22					

\*For **Total FTE BEFORE** add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).

	<b>Number of Jobs AFTER Project (within 3 years of project completion)</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	<b>Total</b>
	Full-time Company	24					
	Full-Time Independent Contractors	0					
	Full-Time Leased	6					
<b>A.</b>	<b>Total Full-Time AFTER</b>						
	Part-Time Company						
	Part-Time Independent Contractors						
	Part-Time Leased						
<b>B.</b>	<b>Total FTE Part-Timers AFTER</b>						
<b>C.</b>	<b>Total FTE AFTER *</b>	30					

*\*For Total FTE AFTER add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).*

	<b>Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the <u>JOBS CREATED</u> within three years of project completion</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	<b>Total</b>
<b>A.</b>	Full-Time	8					
<b>B.</b>	FTE Part-Timers						
<b>C.</b>	<b>Total AFTER</b>	8					

\*\* Labor Market Area includes Oneida, Lewis, Herkimer, and Madison Counties

Provide Any Notes To Job Information Below

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)
Management	\$	%	\$	%
Administrative	\$ \$42K	3-5% %	\$ \$42K	3-5% %
Production	\$ \$47K	23% %	\$ \$47K	23% %
Independent Contractor	\$	%	\$	%
Other	\$ \$86K	36% %	\$ \$86K	36% %
Overall Weighted Average	\$ \$61K	27% %	\$ \$61K	27% %

\*\*\* By statute, Agency staff must project the number of Full-Time Jobs that would be retained and created if the request for Financial Assistance is granted. "FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

**11(e)** Please list NAICS codes for the jobs affiliated with this project:

NAICS - 321214

**Part VIII: Estimated Project Cost and Financing**

**12(a)** List the costs necessary for preparing the facility.

LAND Acquisition	\$ 233,226	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$ N/A	
Existing Building(s) RENOVATION	\$	
NEW Building(s) CONSTRUCTION	\$ 1,793,145.00	
Site preparation/parking lot construction	\$ 365,366.28	
Machinery & Equipment that is TAXABLE	\$ 0	
Machinery & Equipment that is TAX-EXEMPT	\$ 950,000	
Furniture & Fixtures	\$	
Installation costs	\$ 90,000	
Architectural & Engineering	\$ 79,300	
Legal Fees (applicant, IDA, bank, other counsel)	\$ 15,000	
Financial (all costs related to project financing)*	\$ 5,000	
Permits (describe below)	\$ 5,440	
Other (describe below) ie: solar decommissioning expense)	\$	

Other:	Cost:	Subtotal \$	3,536,477
1. New Construction Permit	\$5,440		
2.			
3.			
4.			
5.			
		Agency Fee <sup>1</sup> \$	17,682
		<b>Total Project Cost \$</b>	<b>3,554,159</b>

\* **Bank fees, title insurance, appraisals, environmental reviews, etc.**

<sup>1</sup> **See Attached Fee Schedule (Page 22) for Agency Fee amount to be placed on this line.**

**Permit/Other Information**

Yes, We have been in discussions with our Bank: The Commercial & Savings Bank, Millersburg, Ohio, regarding a Construction Loan to Finance this Project.

Yoder Properties has a \$2.5M Credit Line Available to Finance this project until the Construction Line is in Place. We expect a Commitment Letter from the Bank in the next 2-3 Weeks.

**12(b)** Has the Applicant contacted any bank, financial institution or private investor with respect to financing the proposed project?  Yes  No **If Yes**, please provide details below.

No, See 12(b) Response

**12(c)** Has the Applicant received a commitment letter for said financing? **If Yes**, please provide a copy along with this application.  Yes  No

**12(d) Sources of Funds for Project Costs**

Bank Financing: ----- \$ \$1,913,389.82

Equity (excluding equity that is attributed to grants/tax credits) -- \$ \$239,173.73

Tax Exempt Bond Issuance (if applicable) ----- \$ \_\_\_\_\_

Taxable Bond Issuance (if applicable) ----- \$ \_\_\_\_\_

Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.----- \$ 478,347.46

Identify each Public state and federal grant/credit:

Comments:

Source	CFA - Pending Approval	\$ 478,347.46
Source		\$
Source		\$
Source		\$

**Total Sources of Funds for Project Costs:** \$ 0

**Part IX: Real Estate Taxes**

**13(a)** For each tax parcel which comprises the facility, and for which assistance is being sought, please provide the following information using figures from the most recent tax year. If an increase in the assessment is anticipated due to the proposed project, please indicate the new estimated assessment amount in the **POST- PROJECT** column. Attach copies of the most recent tax bills for all jurisdictions.

Tax Map Parcel #	Current Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount (\$)	Estimated Post-Project Assessment
244.000-3-3.1	\$1,302,794	\$1,198,520	2,501,314	\$0	TBD
New Project Parcel	\$0	\$0	\$0	\$0	\$1,583,000

**13(b)** Will the entirety of each tax parcel be subject to the PILOT?  YES  NO

**13(c)** If the entirety of each parcel will not be subject to the PILOT, will the municipality require a subdivision?  YES  NO

**\*If a subdivision is required, it is the responsibility of the Applicant to complete subdivision approval prior to commencement of the PILOT Agreement, and to provide the Agency with the tax parcel number(s) assigned.**

**13(d)** Address of Receiver of Town and/or Village Taxes (include all jurisdictions):

City Hall of Rome

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**13(e)** Address of Receiver of School Taxes:

Rome City School District - Bell Road, Rome, NY

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**13(f)** Has the current property owner or user been granted an Ag-District exemption on the tax map parcel anytime during the past 4 years?

Yes  No

If Yes explain below.

**13(g)** Please consult with Agency staff to complete a Cost/Benefit Analysis form to attach to this Application.

Use space below for additional information

**ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**COST/BENEFIT ANALYSIS**  
**Required by §859-a(3) of the**  
**New York General Municipal Law**

21-Apr-23

Name of Applicant: Yoder Properties, Ltd. (Real Estate Co. for Stark Truss)

Miles Ave SW      Canton, OH 44710

Description of Project: New Constuction & equipping facility @ GBTP

Name of All Sublessees or Other Occupants of Facility: Stark Truss Company, Inc.

Currently operates from leased bldg. in Whitesboro  
44 Old Mohawk St.

Principals or Parent of Applicant: Stephen Yoder, President

Tom Rufener, Proj. Mgr.

Products or Services of Applicant to be produced or carried out at facility: Wooden truss/building component manufacturing

Estimated Date of Completion of Project: Apr-24

Type of Financing/ Structure:                     Tax-Exempt Financing

                    Taxable Financing

          X          Sale/ Leaseback

                    Other

Type of Benefits being Sought by Applicant:                     Taxable Financing

                    Tax-Exempt Bonds

          X          Sales Tax Exemption on Eligible Expenses Until Completion

          X          Mortgage Recording Tax Abatement

          X          Real Property Tax Abatement

Sales Tax Exemption on Eligible Expenses Until Completion

Mortgage Recording Tax Abatement

Real Property Tax Abatement

**Project Costs**

Land Acquisition	\$ 233,226
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 1,793,145
Installation Costs	\$ 90,000
Site Preparation/Parking Lot Construction	\$ 365,366
Machinery & Equipment (other than furniture)	\$ 950,000
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ 79,300
Legal Fees (applicant, IDA, bank, other counsel)	\$ 15,000
Financial (all costs related to project financing)	\$ 5,000
Permits	\$ 5,400
Other	
Agency Fee	\$ 17,682
<b>TOTAL COST OF PROJECT</b>	<b>\$ 3,554,119</b>

**Assistance Provided by the Following:**

EDGE Loan:	
MVEDD Loan:	
Grants - Please indicate source & Amount:	\$ -
Other Loans - Please indicate source & Amount:	

**Company Information**

Existing Jobs  
Created Jobs FTE (over three years)  
Retained Jobs

22
8
22

**Average Salary of these Positions**

\$ 61,000
\$ 61,000
\$ 61,000

**Earnings Information for Oneida County**

Average Salary of Direct Jobs for Applicant  
Average of County Indirect Jobs  
Average of Construction Jobs

\$ 61,000
\$ 25,000
\$ 32,000

Note: \$1,000,000 in construction expenditures generates 15 person - years of employment  
Construction Person Years of Employment:

11
----

**Calculation of Benefits (3 Year Period)**

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 1,464,000	\$ 62,220
Existing	\$ 4,026,000	\$ 171,105
Indirect Jobs		
Created	\$ 1,500,000	\$ 63,750
Existing	\$ 4,125,000	\$ 175,313
Construction - only one year		
Person Years	\$ 359,762	\$ 15,290
<b>TOTALS Calculation of Benefits (3 Yr Period)</b>	<b>\$ 11,474,762</b>	<b>\$ 487,677</b>

**TAXABLE GOODS & SERVICES**

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ 527,040	\$ 51,386
	Existing	0.36	\$ 1,449,360	\$ 141,313
Indirect Jobs	Created	0.36	\$ 540,000	\$ 52,650
	Existing	0.36	\$ 1,485,000	\$ 144,788
Construction - only one year	Person Years	0.36	\$ 129,514	\$ 12,628
<b>TOTAL TAXABLE GOODS &amp; SERVICES</b>			<b>\$ 4,130,914</b>	<b>\$ 402,764</b>

Local (3 year) real property tax benefit (assuming 60% of jobs existing and created own a residence) with an average assessment of \$80,000 and the remainder of jobs existing created pay real property taxes through rent based on an average assessment per apartment of \$50,000.

		Municipality	
Tax Rate for School District where facility is located:	33.953164	Rome	22-23
Tax Rate for Municipality where facility is located:	20.195914	Rome Inner	2023
Tax Rate for County:	10.538131	Oneida	2023
	Total Rate:		64.687209
Real Property Taxes Paid:	\$ 131,962		

**COSTS: IDA BENEFITS**

Real Property Taxes Abatement	\$ 568,959
Mortgage Tax Abated (.75%)	\$ 14,350
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 78,450
Total:	\$ 661,759

NOTE: If there is a tax-exempt financing of all or a portion of the project cost, there is a neutral cost/benefit because of lower interest rates by reason of exclusion of interest from gross income of bondholders for purposes of Federal and State income taxes. Taxable financing carries the same cost/benefit for State Income Tax purposes. Such cost/benefits cannot be quantified.

## NYS SEQRA Environmental Review

- The applicant must complete, sign and return to the IDA **either** the Short Form Environmental Assessment Form (SEAF) **or** the Full Environmental Assessment Form (FEAF). See the NYS DEC website for the most current versions of these documents.

<https://www.dec.ny.gov/permits/6191.html>

- To determine which EAF form is appropriate for the project, the applicant should consult with its engineer or legal counsel.
- It is the IDA's strong preference that the municipality that governs the jurisdiction where the project is located (e.g., a Planning Board, Zoning Board or other supervisory board) serve as lead agency for the SEQRA review.
- In limited cases, the IDA will act as lead agency, but it may lead to additional cost to the applicant if a review is required to make a determination of environmental impact.
- If another public body is serving as lead agency for the SEQRA review the applicant should provide the IDA with a signed Part 2 (and Part 3 if using the Long Form) and any minutes of meetings that detail the lead agency's determination.
- The IDA cannot grant any financial assistance until the SEQRA review process is complete.

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: <b>878 Ellsworth Rd - Rome Property Development</b>			
Project Location (describe, and attach a location map): <b>878 Ellsworth Rd, Rome, NY</b>			
Brief Description of Proposed Action: <b>A new proposed 25,200 SF manufacturing facility for structural components.</b>			
Name of Applicant or Sponsor: <b>878 Ellsworth Rd - Rome Property Development</b>		Telephone: <b>330-605-2165</b>	
		E-Mail: <b>Tom.Rufener@Starktruss.com</b>	
Address: <b>1601 Perry Dr. SW</b>			
City/PO: <b>Canton</b>		State: <b>OH</b>	Zip Code: <b>44706</b>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		<u>8.638</u> acres	
b. Total acreage to be physically disturbed?		<u>1/2 -1</u> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<u>8.638</u> acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Our proposed building will meet the energy code requirements due to the following reasons : 1). - R38 double banded insulation system for the roof. / 2). R30 WMP-VRR insulation for the walls. / 3). Radiant heating system in the floor of the building.	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
_____		
<i>We are anticipating connecting into the existing storm water line that is currently located on the property.</i>		
_____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>We are anticipating a retention pond being required due to the 25,200 SF proposed building.</i>		
_____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Tom Rufener</u> Date: <u>3/31/2023</u>		
Signature: <u></u> Title: <u>CMF - Project Manager</u>		

## **Agency Fee Schedule**

Commitment Fee: \$1,000 – due following the initial inducement but prior to scheduling of the public hearing; this amount is non-refundable if the applicant fails to close on the project before the IDA. Upon closing with the IDA this amount is applied to the closing fees.

Bond Fees:            ½ of 1% of total bond amount

### IDA Agency Fee: PILOT, Mortgage Recording Exemption, Sales Tax Exemption:

- Up to a \$1.0 Million project - \$5,000
- Above \$1.0 Million project up to \$10.0 Million project – ½ of 1% of total project cost.
- Above \$10.0 Million project – ½ of 1% of total project cost up to \$10.0 Million plus incremental increase of ¼ of 1% of total project above \$10.0 Million.
- Any previously induced solar or renewable energy projects that have not yet proceeded to a final authorizing resolution, and are asking for an increase in benefits, will be subject to an Agency fee of one and one-half times the Agency's normal fee.

### Transaction Counsel/Agency Counsel fee:

Set by Bond/Transaction Counsel based upon the nature and complexity of the transaction. This applies to bond and non-bond transactions (leasebacks, sale-leasebacks, etc).

Transaction Counsel/Agency Counsel fees for bond transactions typically will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for a sale-leaseback/lease-leaseback transaction are typically \$8,500 to \$10,000 if no commercial financing is involved or \$10,000 to \$12,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

### Annual Fee:

For the term in which the property remains in the IDA's name, an annual lease payment is due in the amount of \$750 (Solar Projects: \$2,000). The first payment is due at closing and subsequent payments are due each January 1. For annual fees not paid and delinquent, a late charge of \$50 per month will be levied until such time the fee plus late charges are paid.

### Other fees:

If Applicant requests the IDA enter into subsequent transactions following closing (i.e., a facility refinance), the IDA will charge a closing fee equal to 1/8 of one percent of the total reissuance, redemption, new or revised mortgage, refinancing, spreading agreement or other transaction with a minimum payment due of \$500. Applicant will also be responsible to pay any legal fees and any bank or financial institution fees the IDA incurs in connection with said transaction, throughout the term of the Agency's involvement with the facility.

## REPRESENTATIONS AND CERTIFICATION BY APPLICANT

The undersigned requests that this Application be submitted for review to the Oneida County Industrial Development Agency (the "Agency") and its Board of Directors.

Approval of the Application can be granted solely by this Agency's Board of Directors. The undersigned acknowledges that Applicant shall be responsible for all costs incurred by the Agency and its counsel in connection with the attendant negotiations whether or not the transaction is carried to a successful conclusion.

The Applicant further understands and agrees with the Agency as follows:

1. **Annual Sales Tax Filings.** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, 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.
2. **Annual Employment, Tax Exemption & Bond Status Reports.** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site as well as tax exemption benefits received with the action of the Agency. For Applicants not responding to the Agency's request for reports by the stated due date, a \$500 late fee will be charged to the Applicant for each 30-day period the report is late beyond the due date, up until the time the report is submitted. Failure to provide such reports as provided in the transaction documents will be an Event of Default under the Lease (or Leaseback) Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Annual Employment, Tax Exemption & Bond Status Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
3. **Absence of Conflict of Interest.** The Applicant has consulted the Agency website of the list of the Agency members, officers and employees of the Agency. No member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein after described (if none, state "none"):
4. **Hold Harmless.** Applicant hereby releases the Agency and its members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all 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 Agency or the Applicant are unable to reach final

agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

5. The Applicant acknowledges that the Agency has disclosed that the actions and activities of the Agency are subject to the Public Authorities Accountability Act signed into law January 13, 2006 as Chapter 766 of the 2005 Laws of the State of New York.
6. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
7. The Applicant acknowledges that it has been provided with a copy of the Agency's recapture policy (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
8. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

9. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
10. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent 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.

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

Tom Rutenek, being first duly sworn, deposes and says:

1. That I am the CMF Project Manager (Corporate Office) of Stark Truss (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

Valerie Parnacott

(Signature of Officer)

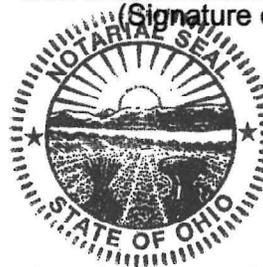
Valerie Parnacott

Notary Public State of Ohio

Stark County

My Commission Expires

Jan. 30, 2027



Subscribed and affirmed to me under penalties of perjury this 21 day of April, 2023

Valerie Parnacott  
(Notary Public)

If the application has been completed by or in part by other than the person signing this application for the applicant please indicate who and in what capacity:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit the signed and notarized completed application along with payment of a non-refundable **\$500 Application Fee** and a **\$1,000 Commitment Fee** (will be applied to final closing costs) to the **Oneida County Industrial Development Agency**, 584 Phoenix Drive, Rome NY 13441-1405, **within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda**. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. It is advised that an electronic version of the application accompany the original application via hard copy or e-mail. An electronic version of the application must accompany the original application via physical media or e-mail.

**Inducement Resolution  
Stark Truss Company, Inc. Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING YODER PROPERTIES, LTD THE PRINCIPALS OF YODER PROPERTIES, LTD, AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY IN CONNECTION WITH A LEASE-LEASEBACK TRANSACTION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Yoder Properties, LTD, on behalf of itself and/or the principals of Yoder Properties, LTD and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of (a) acquisition of a 8.638± acre parcel of land located at 878 Ellsworth Road, Griffiss Business & Technology Park, City of Rome, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"); and

WHEREAS, the Company will lease the Facility to the Agency pursuant to a Lease Agreement (the "Lease Agreement"); and

WHEREAS, the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

WHEREAS, the Company will further sublease the Facility to Stark Truss Company, Inc. (the “Sublessee”) for its operation pursuant to a Sublease Agreement (the “Sublease Agreement”); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the Project in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and a reduction in real property taxes for a period of ten years (the “Financial Assistance”), which financial assistance is consistent with the Agency’s Uniform Tax Exemption Policy, and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, based upon representations made by the Company in the Application, the value of the Financial Assistance is described as follows:

- Sales and use tax exemption not to exceed \$78,450.00
- Mortgage recording tax exemption not to exceed \$14,350.00
- Exemptions from real property taxes, valued at approximately \$568,959.00

WHEREAS, the Company and/or the Sublessee have committed to retain the existing 22 FTEs for the term of the Leaseback Agreement and create an additional 8 FTEs at the Facility by the end of the third year of the Leaseback Agreement as a result of the Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the “Employment Obligation”), or else be subject to recapture or termination of Financial Assistance relating to the Project; and

WHEREAS, prior to the closing of a lease-leaseback transaction, and the granting of any Financial Assistance, a public hearing (the “Hearing”) will be held so that all persons with views in favor of or opposed to either the Financial Assistance contemplated by the Agency, or the location or nature of the Facility, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of a lease-leaseback transaction, and the granting of any Financial Assistance, and such notice (together with proof of publication) will be substantially in the form annexed hereto as **Exhibit A**; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as **Exhibit B**; and

WHEREAS, the Project will result in the removal or abandonment of the Company's facility located in the Town of Whitestown, Oneida County, New York; and

WHEREAS, the Company has represented in its application that the Project is reasonably necessary to (a) discourage the Company from moving out of State and (b) preserve the Company's competitive position in its industry because the limitations of the existing property and facility impede the Company's and/or the Sublessee's ability to (i) attract and retain quality employees, (ii) expand its business operations and (iii) strengthen and grow its presence in Central New York; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed lease-leaseback transaction is either an inducement to the Company and/or the Sublessee to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "SEQR Act" or "SEQRA"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "Questionnaire") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, prior to the granting of any Financial Assistance and following the determination of the lead agency, the Agency will complete its environmental review and make determinations for purposes of SEQRA.

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

Section 1. (a) The Project and the Agency's Financial Assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved.

- (b) It is desirable and in the public interest for the Agency to enter into a lease-leaseback transaction for the purpose of providing financial assistance for the Project, as reflected in the Company's application to the Agency as may be amended from time to time prior to the closing of the lease-leaseback transaction.
- (c) The Project is reasonably necessary to (a) discourage the Company and/or the Sublessee from moving out of State and (b) preserve the Company's and/or the Sublessee's competitive position in its industry.

Section 2.

The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and among the Agency, the Sublessee and the Company setting forth the undertakings of the Agency, the Sublessee and the Company with respect to the closing of the lease-leaseback transaction, and the completion of the Facility (the "Agreement") is hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

Section 3.

The Agency shall assist the Company in the Project and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the members of the Company and the directors of the Sublessee, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) the Agency providing written notice to the chief elected officials of the tax jurisdictions at the Company's existing facility that the Project will entail the abandonment of the Company's existing facility; (vi) agreement by the Agency, the Sublessee and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vii) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the lease-leaseback transaction and (viii) payment by the Company or the Sublessee of the Agency's

transaction fee and the fees and disbursements of transaction counsel, more particularly described in the Inducement Agreement.

Section 4.

The Company is herewith and hereby appointed the agent of the Agency to construct, equip and complete the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to the agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to construct, equip and complete the Facility. The terms and conditions for the appointment of the Company as agent of the Agency for the purposes described in this resolution are set forth in the form of the attached letter addressed to the Company, marked as **Exhibit C** to this resolution. The form of such letter is incorporated herein by reference and is approved and adopted by the Agency, and the Chairman or Executive Director of the Agency or any other duly authorized official of the Agency are authorized to execute and deliver such letter to the Company upon satisfaction of the conditions described in Section 3 hereof. The Agency hereby appoints the Company, the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Agency solely for purposes of making sales or leases of goods, services, and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agent of the Agency shall be deemed to be on behalf of the Agency and for the benefit of the Facility. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the Company, the Company, the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency.

Section 5.

The Agency is hereby directed to schedule the Hearing, so that the Agency may receive comments from all interested parties on the financial assistance contemplated by the Agency and the Financial Assistance requested by the Company.

Section 6.

The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback transaction.

Section 7. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and Sublessee and others to prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback transaction.

Section 8. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and Sublessee, (ii) to distribute copies of this resolution by certified mail, return receipt requested, to the Oneida County Executive, the City of Rome Mayor, the Rome City School District Superintendent and the Rome City School District President of Board of Education and (iii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 9. This resolution shall take effect immediately.



I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend and public notice of the date, time and location for the meeting was duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Shawna Papale, Secretary

## **EXHIBIT A**

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the \_\_\_\_\_ day of May 2023 at \_\_\_\_\_ a.m., local time, at 584 Phoenix Drive, Rome, New York in connection with the following matters:

Yoder Properties, LTD, on behalf of itself and/or the principals of Yoder Properties, LTD and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of (a) acquisition of a 8.638± acre parcel of land located at 878 Ellsworth Road, Griffiss Business & Technology Park, City of Rome, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

The Company will lease the Facility to the Agency pursuant to a lease agreement, and the Agency will lease the Facility back to the Company pursuant to a leaseback agreement. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency is contemplating providing financial assistance in the form of reduction of real property taxes for a period of ten years, exemptions from mortgage recording taxes and exemptions from sales tax on materials and equipment acquired and installed in connection with the Project, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. Comments may also be submitted to the Agency in writing or electronically prior to the hearing. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

Dated: May \_\_, 2023

By: /s/ Shawna M. Papale, Executive Director

## EXHIBIT B

### MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency  
2023 Real Estate Lease  
Stark Truss Company, Inc. Facility

1. Tim Fitzgerald, representing the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order at \_\_\_\_ a.m.
2. Mr. Fitzgerald being the Assistant Secretary of the Agency recorded the minutes of the hearing.
3. Mr. Fitzgerald then described the proposed project and related financial assistance as follows:

Yoder Properties, LTD, on behalf of itself and/or the principals of Yoder Properties, LTD and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting (a) acquisition of a 8.638± acre parcel of land located at 878 Ellsworth Road, Griffiss Business & Technology Park, City of Rome, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

The Company will lease the Facility to the Agency pursuant to a lease agreement, and the Agency will lease the Facility back to the Company pursuant to a leaseback agreement. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency is contemplating providing financial assistance in the form of reduction of real property taxes for a period of ten years, exemptions from mortgage recording taxes and exemptions from sales tax on materials and equipment acquired and installed in connection with the Project, which financial assistance is consistent with the Agency's Uniform Tax

Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

4. Mr. Fitzgerald then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. Mr. Fitzgerald then asked if there were any further comments, and, there being none, the hearing was closed at \_\_\_\_\_ a.m.

---

Tim Fitzgerald, Assistant Secretary

STATE OF NEW YORK        )  
  : SS.:  
COUNTY OF ONEIDA        )

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on May \_\_, 2023 at \_\_\_\_\_ a.m. local time, at 584 Phoenix Drive, Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) the hearing was open for the public to attend and public notice of the date, time and location for said hearing was duly given, (ii) the hearing in all respects was duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary

EXHIBIT C

[To be printed on IDA letterhead and delivered to the Company when appropriate]

\_\_\_\_\_, 2023

Yoder Properties, Ltd.  
109 Miles Avenue, SW  
Canton, Ohio 44710

RE: *Oneida County Industrial Development Agency Lease-Leaseback Transaction  
(Stark Truss Company, Inc. Facility)*

Ladies and Gentlemen:

Pursuant to a resolution duly adopted on May 5, 2023, the Agency appointed Yoder Properties, Ltd. (the "Company") its agent in connection with a transaction in which the Agency will assist in (a) acquisition of a 8.638± acre parcel of land located at 878 Ellsworth Road, Griffiss Business & Technology Park, City of Rome, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project").

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility, and the following activities as they relate to any construction, equipping and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction and equipping (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with construction and equipping and (iii) all purchases,

leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs), installed or placed in, upon or under such building, including all repairs and replacements of such property.

The Agency will appoint the Company as its only direct agent for the Project. The agency appointment includes the power of the Company to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and vendors of the Company and to such other parties as the Company chooses so long as they are engaged, directly or indirectly, in the activities hereinbefore described. Please advise the Executive Director of the Agency if you wish to appoint a contractor or other subagent, and the Agency will issue an ST-60 to that party.

In exercising this agency appointment, you and each of your properly appointed agents and subagents must claim the sales tax exemption for all purchases by giving your vendors New York State Form ST-123. The supplier or vendor should identify the Facility on each bill or invoice as the “**Stark Truss Company, Inc. Facility**” and indicate thereon that the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase.

You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractors of the Sublessee which delivers completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of constructing and equipping the Facility, and shall only then be authorized to use Form ST-123 as described above. Failure to comply with these requirements may result in loss of sales tax exemptions for the Facility.

It is important to note that contractors and subcontractors who have not been appointed subagent cannot use the sales tax exemption for equipment rental, tools, supplies and other items that do not become part of the finished project. Contractors and subcontractors must be appointed as agent or sub-agent of the Agency to use the Agency sales tax exemption for these purchases. Contractors and subcontractors who have not been appointed a subagent and are making purchases that would otherwise be exempt outside of the Agency’s interest in the Facility must claim the sales tax exemption for construction materials by giving their vendors a completed “Contractor Exempt Purchase Certificate” (Form ST-120.1) checking box (a).

The aforesaid appointment of the Sublessee as agent of the Agency to construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) May 5, 2024, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The value of the sales tax to be abated relating to the construction and equipping of the Facility currently authorized by the Agency is not to exceed \$78,450.00. The Agency is required by law to recapture any New York State sales tax exemptions claimed by the

Company that exceed \$78,450.00 for purchases made relating to the Project in the aggregate.

You should be aware that the New York State General Municipal Law requires you to file an Annual Statement (Form ST-340) with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to the Project. We are providing a form of a worksheet for you to track all exempt purchases made in completing the Project, using Forms ST-123 or Form ST-120.1. Please provide the Agency with a copy of Form ST-340 along with your annual report to the Agency and this worksheet. The penalty for failure to file such statement, or to provide a copy to the Agency, is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt, on all materials purchased.

Please sign and return a copy of this letter for our files. The Agency will issue and deliver Form ST-60 to you upon receipt of this signed agency appointment letter. The Agency reserves the right to issue a revised agency appointment letter with respect to the process for utilizing and reporting exemptions hereunder.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED & AGREED:

YODER PROPERTIES, LTD.

By: \_\_\_\_\_  
Name:  
Title:



**Griffiss Local Development Corporation**  
584 Phoenix Drive • Rome, New York 13441 315-  
338-0393 • 800-765-4990 • FAX 315-338-5694 E  
MAIL: [info@mvedge.org](mailto:info@mvedge.org) • [www.mvedge.org](http://www.mvedge.org)

April 28, 2023

Oneida County Industrial Development Agency  
584 Phoenix Drive  
Rome NY 13441

Re: *Request for Partial Release of Lands (Yoder Properties, LTD)*

Ladies and Gentlemen:

Oneida County IDA (the "IDA") leases to Griffiss Local Development Corporation ("GLDC") a parcel of land measuring 152.972± acres in the aggregate, in the Griffiss Business & Technology Park pursuant to a Leaseback Agreement dated as of July 1, 2012 (the "Leaseback Agreement"). Under the Leaseback Agreement, GLDC agrees to develop said parcels for the purpose of marketing the same to businesses to encourage the further development of the Griffiss Business and Technology Park.

GLDC intends to sell to Yoder Properties, LTD a parcel of land measuring 8.638± acres in the aggregate at 878 Ellsworth Road for the purpose of constructing a truss manufacturing facility. We understand the board has before it for consideration at this meeting an Application for Financial Assistance from Yoder Properties, LTD that explains in detail the intended use for the property. GLDC's Board of Directors approved the sale contract with Yoder Properties, LTD at its February 9<sup>th</sup>, 2023 meeting.

GLDC hereby requests the IDA consent to the release of the parcel from the Leaseback Agreement, to allow for the sale to Yoder Properties, LTD.

Very truly yours,

A handwritten signature in black ink that reads "Laura Cohen". The signature is written in a cursive, flowing style.

Laura Cohen, Secretary of  
Griffiss Local Development Corporation

**Resolution – Partial Release of Lease  
Griffiss Local Development  
Corporation to Yoder Properties, Ltd.**

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:**

**Members Present WebEx:**

**EDGE Staff Present:**

**Other Attendees:**

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 the release of certain lands from Griffiss Local Development Corporation Facilities at Griffiss Business and Technology Park.

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE PARTIAL RELEASE OF LEASE, THE DEED, AND RELATED DOCUMENTS WITH RESPECT TO CONVEYING TO YODER PROPERTIES, LTD. A PARCEL OF LAND LOCATED AT 878 ELLSWORTH ROAD, GRIFFISS BUSINESS AND TECHNOLOGY PARK, 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, the United States of America acting by the through the Secretary of the Air Force conveyed various parcels of land to Oneida County Industrial Development Agency (the "Agency") all in furtherance of the redevelopment of the former Griffiss Air Force Base; and

WHEREAS, the Agency leases such properties to Griffiss Local Development Corporation ("GLDC") pursuant to a Lease Agreement dated as of July 1, 2012 (the "Master GLDC Lease") under which the Agency assists GLDC with the development of the Griffiss Business and Technology Park, City of Rome, Oneida County, New York ("Griffiss Park"); and

WHEREAS, GLDC entered into a Purchase and Sale Agreement with Yoder Properties, LTD. (the "Company") under which GLDC intends to sell to the Company a parcel of land measuring 8.638± acres in the aggregate located at 878 Ellsworth Road (the "Released Land") all for the purpose of the Company constructing a truss manufacturing facility; and

WHEREAS, GLDC is now requesting the Agency authorize the release of the Released Land from the Master GLDC Lease for conveyance to GLDC and its further conveyance to the Company; 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 consents to the release of the Released Land from the leases, on the condition that any easements the Agency previously granted through the property will carry forward with the release.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) release the Released Land from the Master GLDC Lease, (ii) execute, deliver and perform a Partial Release of Lease Agreement, (iii) convey the Released Land to GLDC (together with all related easements) pursuant to a Bargain and Sale Deed for its further conveyance to the Company, and (iv) execute, deliver and perform the Bargain and Sale Deed.

Section 3. The Agency is hereby authorized to release the Released Land 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 Partial Release of Lease Agreement and the Bargain and Sale Deed (each in substantially the forms customary to the Agency and subject to counsel review) 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 Partial Release of Lease Agreement and the Bargain and Sale Deed, 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.

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.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on the 5th day of May 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Partial Release of Lease Agreement and the Bargain and Sale Deed contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 5th day of May 2023.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Shawna M. Papale, Secretary

**Inducement Resolution  
Mohawk, Adirondack & Northern Railroad Corp./  
Genesee & Mohawk Valley Railroad Co., Inc.  
2023 Lease and PILOT Extension**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPROVING FINANCIAL ASSISTANCE AND EXTENDING AN EXISTING LEASE, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT, AUTHORIZING THE AGENCY TO CONDUCT A PUBLIC HEARING AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Oneida County Industrial Development Agency (the “Agency”) acquired fee title to a certain industrial development facility consisting of a railroad yard in the City of Utica, trackage in the City of Rome and a line of rail running from City of Utica to the Oneida County – Lewis County line north of Boonville (collectively, the “Improvements”), all situated on several parcels of land measuring 450± acres in the aggregate running through the City of Rome, the City of Utica, the Village of Boonville, the Village of Remsen, the Village of Holland Patent, the Town of Boonville, the Town of Remsen, the Town of Steuben, the Town of Trenton and the Town of Marcy (collectively, the “Land”); and all equipment used in connection with the operation of the Improvements (the “Equipment”), all to be used for the purpose of providing essential rail service to customers in Oneida County (the Land, the Improvements and the Equipment referred to collectively as the “Facility”); and

WHEREAS, the Agency determined that the Facility will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and, as such, approved the same; and

WHEREAS, the Agency owns fee title to the Facility and leases the Facility to Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc. (collectively, the “Company”) for its operation pursuant to a First Amended and Restated Lease Agreement dated as of April 15, 2012 (the “First Amended Lease Agreement”); and

WHEREAS, the Facility is fully exempt from real property taxes pursuant to the terms of a First Amended and Restated PILOT Agreement dated April 15, 2012 (the “First Amended PILOT Agreement”); and

WHEREAS, the Company has requested the Agency extend the term of the First Amended Lease Agreement and the First Amended PILOT Agreement for ten years, all to support the Company to continue to provide uninterrupted railroad transportation operations for its customers in Oneida County and to ensure the long term viability of local rail service in Oneida County (collectively, the “2023 Facility Extension”); and

WHEREAS, in its application, the Company has committed to retain 12 existing full time equivalent positions and create 2 additional full time equivalent positions prior to the third extended lease year as a result of the 2023 Facility Extension and as a condition of Financial Assistance (the “Employment Obligation”); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency is contemplating approving financial assistance in furtherance of the Facility by extending the period of time during which the Facility will be fully exempt from real property taxes for a period of ten additional years (the “Financial Assistance”), which Financial Assistance is a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”), and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, the Company estimates the value of the requested Financial Assistance is approximately \$1,000,000.00; and

WHEREAS, the Agency is contemplating deviating from its Policy for the following reasons:

- The nature of the proposed project: The Company provides necessary rail transportation services between businesses in Oneida County and CSX Corporation.
- The nature of the property before the project begins: The project has been under a PILOT and an extension under the current terms is essential for the long-term viability of local rail service in Oneida County and uninterrupted railroad transportation operations.

- The economic condition of the area at the time of the application: The Facility is located in an area that was designated an economic development zone pursuant to Article 18-B of the General Municipal Law, and is therefore located in a "highly distressed area" (as defined in Section 854(18) of the New York General Municipal Law) and remains a targeted area for development.
- The extent to which a project will create or retain permanent, private sector jobs: The company will be retaining 12 jobs and creating 2 jobs.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions: It will have no impact on affected tax jurisdictions insofar as the project has been under a 100% PILOT for 20+ years
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County: Increasing of taxes on the project would result in increased fees to the users of the railroad service. The Company provides the sole rail service to the Griffiss Business & Technology Park and several tenants within the Park rely on its service. The company is dedicated to meeting the rail obligations to businesses under the rail lines.
- The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida: The sole business of the Company is to provide essential rail transportation services in Oneida County.

WHEREAS, prior to the closing of an amended sale-leaseback transaction, and the granting of any Financial Assistance, a public hearing (the "Hearing") will be held so that all persons with views in favor of or opposed to either the Financial Assistance contemplated by the Agency, or the location or nature of the Facility, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of an amended sale-leaseback transaction, and the granting of any Financial Assistance, and such notice (together with proof of publication) will be substantially in the form annexed hereto as **Exhibit A**; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as **Exhibit B**; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed amended sale-leaseback transaction is either an inducement to the Company to maintain and expand

the Facility in the County or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the “SEQR Act” or “SEQRA”), the Agency constitutes a “State Agency”; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the “Questionnaire”) with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, by resolution adopted on March 16, 2012, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the Facility, the Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act; and

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

- Section 1.
- (a) The 2023 Facility Extension and the Agency’s Financial Assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved.
  - (b) It is desirable and in the public interest for the Agency to grant the Financial Assistance in support of the 2023 Facility Extension and enter into an amended sale-leaseback transaction for the purpose of providing continued Financial Assistance for the Facility, as reflected in the Company’s application to the Agency and as amended from time to time prior to the closing of the amended sale-leaseback transaction.
  - (c) The SEQRA findings adopted by the Agency on March 16, 2012 satisfied the requirements of SEQRA and are hereby reaffirmed, and no new SEQRA review is required in connection with the 2023 Facility Extension.

Section 2.

The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the closing of the amended sale-leaseback transaction, and the 2023 Facility Extension (the "Agreement") is hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

Section 3.

- (a) The Agency shall assist the Company in the 2023 Facility Extension and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and Company upon mutually acceptable terms and conditions for the amendment to the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the amended sale-leaseback transaction and (vii) payment by Company of the transaction fee and disbursements of the Agency and the fees and disbursements of transaction counsel, more particularly described in the Inducement Agreement.
- (b) The Agency's provision of Financial Assistance with respect to the 2023 Facility Extension is also subject to the following conditions:
- i. The existing sale-leaseback transaction shall be converted to a lease-leaseback transaction, and at closing the Agency will reconvey fee title to all property back to the Company subject to the new leasehold estates to be created;
  - ii. The Leaseback Agreement shall include insurance provisions containing such limits and terms to be recommended and approved by the Agency's insurance agent;

- iii. Due to the unique nature of the Facility being an infrastructure project and to ensure public safety, the Company agrees to regularly maintain the Facility and shall submit with its annual report a summary of annual maintenance activity and expenditures;
- iv. Evidence that the Company has entered into an agreement with GLDC to continue to provide rail service to Griffiss Business and Technology Park for a minimum of ten years;
- v. The following conditions in the existing Lease Agreement shall remain intact:
  - (a) The Company agrees not to unreasonably withhold or unreasonably condition access or crossing or utility rights (the "Rights") to any municipality located in the County of Oneida, and to charge no more for existing and future Rights than actual and reasonable out-of-pocket costs incurred by the Company attendant with the portion of tracks to which the Rights pertain.
  - (b) The Company agrees not to unreasonably withhold or unreasonably condition easement or license agreements for utilities or access to adjacent private property owners provided however that the Company may charge such private property owners the actual costs incurred by the Company for creating and maintaining, and increased operating costs resulting from, such easements and licenses and further provided that the Company may charge private developers a market price for easements and licenses where other access is available to such private developers but access through and over the Facility is financially and/or practically advantageous to such private developers, and further provided that nothing contained herein shall be deemed or construed to prevent the Company from charging at all times and under all circumstances market prices for easements and licenses for utility (gas, oil, water, electricity, cable, telephone, Internet, etc.) transmission facilities to the extent they do not serve adjoining private property.
  - (c) The Company agrees to be responsible for regular maintenance and cleanup of the Facility, provided however, that nothing shall preclude the Company from requiring third parties to maintain and keep clean the specific areas covered by their easements or licenses.

- Section 4. The Agency is hereby authorized and directed to schedule the Hearing, so that the Agency may receive comments from all interested parties on the financial assistance contemplated by the Agency and the Financial Assistance requested by Company.
- Section 5. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the amended sale-leaseback transaction.
- Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to Company and others to prepare, for submission to the Agency, all documents necessary to effect the amended sale-leaseback transaction.
- Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to Company; (ii) distribute copies of this resolution (including the reasons for deviating from Policy) and notice of the Hearing by certified mail, return receipt requested, to all affected taxing jurisdictions and (iii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.
- Section 8. This resolution shall take effect immediately.



I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend and public notice of the date, time and location for the meeting was duly given, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Shawna Papale, Secretary

## **EXHIBIT A**

### **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that public hearings pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 18th day of April 2023 at 9:00 a.m., local time, at 584 Phoenix Drive, Rome, New York and on the 20th day of April 2023 at 9:00 a.m., local time, at Oneida County Legislative Chambers, 10<sup>th</sup> Floor, Oneida County Office Building, 800 Park Avenue, Utica, New York in connection with the following matters:

The Agency acquired fee title to a certain industrial development facility consisting of a railroad yard in the City of Utica, trackage in the City of Rome and a line of rail running from City of Utica to the Oneida County – Lewis County line north of Boonville (collectively, the "Improvements"), all situated on a 450± acre parcel of land running through the City of Rome, the City of Utica, the Village of Boonville, the Village of Remsen, the Village of Holland Patent, the Town of Boonville, the Town of Steuben, the Town of Trenton and the Town of Marcy (collectively, the "Land"); and all equipment used in connection with the operation of the Improvements (the "Equipment"), all to be used for the purpose of providing essential rail service to customers in Oneida County (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

The Agency leases the Facility to Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc. (collectively, the "Company") for its operation pursuant to a First Amended and Restated Lease Agreement dated as of April 15, 2012 (the "First Amended Lease Agreement"). The Facility is fully exempt from real property taxes pursuant to the terms of a First Amended and Restated PILOT Agreement dated April 15, 2012 (the "First Amended PILOT Agreement"). The Company has requested the Agency extend the term of the First Amended Lease Agreement and the First Amended PILOT Agreement for an additional ten years, all to support the Company as it continues to provide uninterrupted railroad transportation operations to its customers and to ensure the long-term viability of local rail service in Oneida County (collectively, the "2023 Facility Extension"). The Agency will convey the Facility to the Company, subject to the First Amended Lease Agreement; the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Facility will be initially owned and/or operated by the Company.

The Agency is contemplating providing the above-described financial assistance in connection with the 2023 Facility Extension, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, which is more particularly described in the Inducement Resolution adopted by the Agency on

March 28, 2023 and to be confirmed in the final authorizing resolution to be adopted prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated times and places hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to Company or the location or nature of the Facility. Comments may also be submitted to the Agency in writing or electronically. Following the hearings, minutes of the Public Hearings will be transcribed and posted on the Agency's website with video recordings. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Facility, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

Dated: April 4, 2023

By: /s/ Shawna M. Papale, Executive Director

## EXHIBIT B

### MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency  
Mohawk, Adirondack & Northern Railroad Corp./  
Genesee & Mohawk Valley Railroad Co., Inc.  
2023 Facility Expansion Project

1. Timothy Fitzgerald, representing the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order at \_\_\_\_\_ a.m.
2. Mr. Fitzgerald being the Assistant Secretary of the Agency recorded the minutes of the hearing.
3. Mr. Fitzgerald then described the proposed project and related financial assistance as follows:

The Agency acquired fee title to a certain industrial development facility consisting of a railroad yard in the City of Utica, trackage in the City of Rome and a line of rail running from City of Utica to the Oneida County – Lewis County line north of Boonville (collectively, the "Improvements"), all situated on a 450± acre parcel of land running through the City of Rome, the City of Utica, the Village of Boonville, the Village of Remsen, the Village of Holland Patent, the Town of Boonville, the Town of Steuben, the Town of Trenton and the Town of Marcy (collectively, the "Land"); and all equipment used in connection with the operation of the Improvements (the "Equipment"), all to be used for the purpose of providing essential rail service to customers in Oneida County (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

The Agency leases the Facility to Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc. (collectively, the "Company") for its operation pursuant to a First Amended and Restated Lease Agreement dated as of April 15, 2012 (the "First Amended Lease Agreement"). The Facility is fully exempt from real property taxes pursuant to the terms of a First Amended and Restated PILOT Agreement dated April 15, 2012 (the "First Amended PILOT Agreement"). The Company has requested the Agency extend the term of the First Amended Lease Agreement and the First Amended PILOT Agreement for an additional ten years, all to support the Company as it continues to provide uninterrupted railroad transportation operations to its customers and to ensure the long-term viability of local rail service in Oneida County (collectively, the "2023

Facility Extension”). The Agency will convey the Facility to the Company, subject to the First Amended Lease Agreement; the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Facility will be initially owned and/or operated by the Company.

The Agency is contemplating providing the above-described financial assistance in connection with the 2023 Facility Extension, which financial assistance is a deviation from the Agency’s Uniform Tax Exemption Policy, which is more particularly described in the Inducement Resolution adopted by the Agency on March 28, 2023 and to be confirmed in the final authorizing resolution to be adopted prior to the closing of the transactions described herein.

4. Mr. Fitzgerald then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. Mr. Fitzgerald then asked if there were any further comments, and, there being none, the hearing was closed at \_\_\_\_\_ a.m.

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Tim Fitzgerald, Assistant Secretary

STATE OF NEW YORK        )  
  : SS.:  
COUNTY OF ONEIDA        )

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on \_\_\_\_\_, 2023 at \_\_\_\_\_ local time, 584 Phoenix Drive, City of Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) the hearing was open for the public to attend and public notice of the date, time and location for said hearing was duly given, (ii) the hearing in all respects was duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



584 Phoenix Drive,  
Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694  
[info@mvedge.org](mailto:info@mvedge.org) [www.mvedge.org](http://www.mvedge.org)

David C. Grow  
Chairman

Michael Fitzgerald  
Vice Chairperson

Ferris Betrus, Jr.  
Mary Faith Messenger  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

**TO:** OCIDA Board of Directors  
**FROM:** Mark Kaucher  
**DATE:** April 18, 2023  
**RE:** Mohawk, Adirondack & Northern Railroad Corp. Apr. 18, 2023 Public Hearing Minutes

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OCIDA Offices, 584 Phoenix Drive, Rome, NY 13441 and via WebEx teleconference

Attendance: John Herbrand, Mohawk, Adirondack & Northern Railroad Corp.  
Representing the Agency: Mark Kaucher, Tim Fitzgerald

Tim Fitzgerald opened the public hearing at 9:02 AM.

Consensus of the attendees was to waive public recitation the public hearing notice.

No comments we received.

Tim Fitzgerald closed the public hearing at 9:17 AM.

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
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584 Phoenix Drive,  
Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694  
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Mary Faith Messenger  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

**TO:** OCIDA Board of Directors  
**FROM:** Tim Fitzgerald  
**DATE:** April 20, 2023  
**RE:** Mohawk, Adirondack & Northern Railroad Corp. Apr. 20, 2023 Public Hearing Minutes

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OCIDA Offices, 584 Phoenix Drive, Rome, NY 13441 and via WebEx teleconference

Attendance: John Herbrand, Mohawk, Adirondack & Northern Railroad Corp.; James Joslyn, resident of Remsen, NY  
Representing the Agency: Mark Kaucher, Tim Fitzgerald

Tim Fitzgerald opened the public hearing at 9:00 AM.

Consensus of the attendees was to waive public recitation the public hearing notice.

M. Kaucher notified those present that a letter had been received from Remsen Development Corporation (RDC) concerning the potential acquisition of Mohawk, Adirondack & Northern Railroad Corp. property. This letter will be entered into the record.

Mr. Joslyn brought up concerns, in light of recent rail accidents across the nation, about liability issues for Oneida County, and specifically County taxpayers, in the event of a rail accident or medical emergency on the property being considered. Mr. Herbrand explained necessary insurance coverages and provisions which indemnify Oneida County. He also clarified that all maintenance and upkeep on these railroad tracks is the responsibility of Mohawk, Adirondack & Northern Railroad Corp., and that Oneida County has no legal or financial responsibility for upkeep.

With no further comment or discussion, Tim Fitzgerald closed the public hearing at 9:25 AM.

**Final Authorizing Resolution  
Mohawk, Adirondack & Northern  
Railroad Corp./Genesee &  
Mohawk Valley Railroad Co., Inc.  
2023 Lease and PILOT 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:**

**Members Present: WebEx:**

**EDGE Staff Present:**

**EDGE Staff Present: WebEx:**

**Other Attendees:**

**Other Attendees: WebEx:**

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 Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc.

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE DEED, THE LEASE AGREEMENT, THE SECOND AMENDED AND RESTATED LEASEBACK AGREEMENT, THE SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE FIRST AMENDED AND RESTATED ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE RECAPTURE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE MOHAWK, ADIRONDACK & NORTHERN RAILROAD CORP. AND GENESEE & MOHAWK VALLEY RAILROAD CO., INC. (2023 LEASE AND PILOT EXTENSION) FACILITY RUNNING FROM CITY OF UTICA TO THE ONEIDA COUNTY – LEWIS COUNTY LINE NORTH OF BOONVILLE, 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, Oneida County Industrial Development Agency (the “Agency”) acquired fee title to a certain industrial development facility consisting of a railroad yard in the City of Utica, trackage in the City of Rome and a line of rail running from City of Utica to the Oneida County – Lewis County line north of Boonville (collectively, the “Improvements”), all situated on several parcels of land measuring 450± acres in the aggregate running through the City of Rome, the City of Utica, the Village of Boonville, the Village of Remsen, the Village of Holland Patent, the Town of Boonville, the Town of Remsen, the Town of Steuben, the Town of Trenton and the Town of Marcy (collectively, the “Land”); and all equipment used in connection with the operation of the Improvements (the “Equipment”), all to be used for the purpose of providing essential rail service to customers in Oneida County (the Land, the Improvements and the Equipment referred to collectively as the “Facility”); and

WHEREAS, the Agency owns fee title to the Facility and leases the Facility to Mohawk, Adirondack & Northern Railroad Corp. and Genesee & Mohawk Valley Railroad Co., Inc. (collectively, the “Company”) for its operation pursuant to a First Amended and Restated Lease Agreement dated as of April 15, 2012 (the “First Amended Lease Agreement”); and

WHEREAS, the Facility is fully exempt from real property taxes pursuant to the terms of a First Amended and Restated PILOT Agreement dated April 15, 2012 (the “First Amended PILOT Agreement”); and

WHEREAS, the Company has requested the Agency extend the term of the First Amended Lease Agreement and the First Amended PILOT Agreement for ten years, all to support the Company to continue to provide uninterrupted railroad transportation

operations for its customers in Oneida County and to ensure the long term viability of local rail service in Oneida County (collectively, the “2023 Facility Extension”); and

WHEREAS, in its application, the Company has committed to retain 12 existing full time equivalent positions and create 2 additional full time equivalent positions prior to the third extended lease year as a result of the 2023 Facility Extension and as a condition of Financial Assistance (the “Employment Obligation”); and

WHEREAS, the Agency is contemplating approving financial assistance in furtherance of the Facility by extending the period of time during which the Facility will be fully exempt from real property taxes for a period of ten additional years (the “Financial Assistance”), which Financial Assistance is a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”); and

WHEREAS, the Company estimates the value of the requested Financial Assistance is approximately \$1,000,000.00; and

WHEREAS, the Agency is contemplating deviating from its Policy for the following reasons:

- The nature of the proposed project: The Company provides necessary rail transportation services between businesses in Oneida County and CSX Corporation.
- The nature of the property before the project begins: The project has been under a PILOT and an extension under the current terms is essential for the long-term viability of local rail service in Oneida County and uninterrupted railroad transportation operations.
- The economic condition of the area at the time of the application: The Facility is located in an area that was designated an economic development zone pursuant to Article 18-B of the General Municipal Law, and is therefore located in a "highly distressed area" (as defined in Section 854(18) of the New York General Municipal Law) and remains a targeted area for development.
- The extent to which a project will create or retain permanent, private sector jobs: The company will be retaining 12 jobs and creating 2 jobs.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions: It will have no impact on affected tax jurisdictions insofar as the project has been under a 100% PILOT for 20+ years
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County: Increasing of taxes on the project would result in increased fees to the users of the railroad service. The Company provides the sole rail service to the Griffiss Business & Technology Park and

several tenants within the Park rely on its service. The company is dedicated to meeting the rail obligations to businesses under the rail lines.

- The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida: The sole business of the Company is to provide essential rail transportation services in Oneida County.

WHEREAS, by resolution duly adopted on May 5, 2023, (the “Inducement Resolution”) the Agency decided to proceed under the provisions of the Act to lease the Facility and enter into the Lease Agreement and Second Amended Leaseback; 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 public hearings on April 18, 2023 and April 20, 2023 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

WHEREAS, the Company 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 Facility constitutes a “project”, as such term is defined in the Act; and

(c) The 2023 Facility Extension and the Agency’s extended 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 2023 Facility Extension is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Company's Counsel, the Facility conforms 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 adopted by the Agency on March 16, 2012 as reaffirmed on May 5, 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 2023 Facility Extension; and

(h) The Deed, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency conveys to the Company a fee interest in the Facility, subject in all respects to the First Amended Lease Agreement and such that no merger of the fee interest and leasehold interest shall occur; and

(i) The Lease Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and

(j) The Second Amended Leaseback, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency leases the Facility back to the Company; and

(k) The Second Amended and Restated Payment-in-Lieu-of-Tax Agreement (the "Second Amended PILOT") between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company's payments in lieu of real property taxes; and

(l) The First Amended and Restated Environmental Compliance and Indemnification Agreement (the "First Amended Environmental") between the Company and the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(m) The Job Obligation and Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon the Company meeting the Employment Obligation and other stated objectives of the Project.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) convey to the Company a fee interest in the Facility pursuant to the Deed; (ii) execute, deliver and perform the Deed, (iii) acquire a leasehold interest in the Facility

pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) lease the Facility back to the Company pursuant to the Second Amended Leaseback, (vi) execute, deliver and perform the Second Amended Leaseback, (vii) execute, deliver and perform the Second Amended PILOT, (viii) execute, deliver and perform the First Amended Environmental, (ix) execute, deliver and perform the Recapture Agreement and (x) deviate from Policy and provide the Financial Assistance to the Company in support of the Project, all subject to satisfaction of the conditions to closing described in the Inducement Agreement and Project Agreement between the Agency and the Company.

Section 3. The Agency is hereby authorized to convey to the Company a fee interest and accept a leasehold interest in the real property described in Exhibit A to the Lease Agreement and the personal property described in Exhibit B to the Lease Agreement 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 Deed, the Lease Agreement, the Second Amended Leaseback, the First Amended Environmental, the Recapture Agreement and the Second Amended PILOT (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 Deed, the Lease Agreement, the Second Amended Leaseback, the First Amended Environmental, the Recapture Agreement and the Second Amended PILOT, 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.

DRAFT

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on May 5, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_\_, 2023.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_

— Shawna M. Papale, Secretary

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY



584 Phoenix Drive,  
Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694  
[info@mvedge.org](mailto:info@mvedge.org) [www.mvedge.org](http://www.mvedge.org)

David C. Grow  
Chairman

Michael Fitzgerald  
Vice Chairperson

Mary Faith Messenger  
Treasurer

Ferris Betrus, Jr.  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

TO: OCIDA Board of Directors

FROM: Mark Kaucher

DATE: April 25<sup>th</sup>, 2023

RE: GLDC Master Lease  
April 25, 2023 Public Hearing Minutes  
584 Phoenix Drive, Rome NY

Representing the Agency: Mark Kaucher

Other Attendees: Joseph E. Saunders representing Griffiss Local Development Corp.

Public hearing opened at 10:00 AM.

Reading of the public hearing notice was waived, upon consensus of the attendees.

No comments were made.

Public Hearing was closed at 10:15 AM.

**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:**  
**Members Present: WebEx:**

**EDGE Staff Present:**  
**EDGE Staff Present: WebEx:**

**Other Attendees:**  
**Other Attendees: WebEx:**

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

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, and (viii) deviate from Policy and provide the Financial Assistance to GLDC in support of the Project, 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

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# **Griffiss Business and Technology Park**

## **Rationale for Extending GLDC Master PILOT**

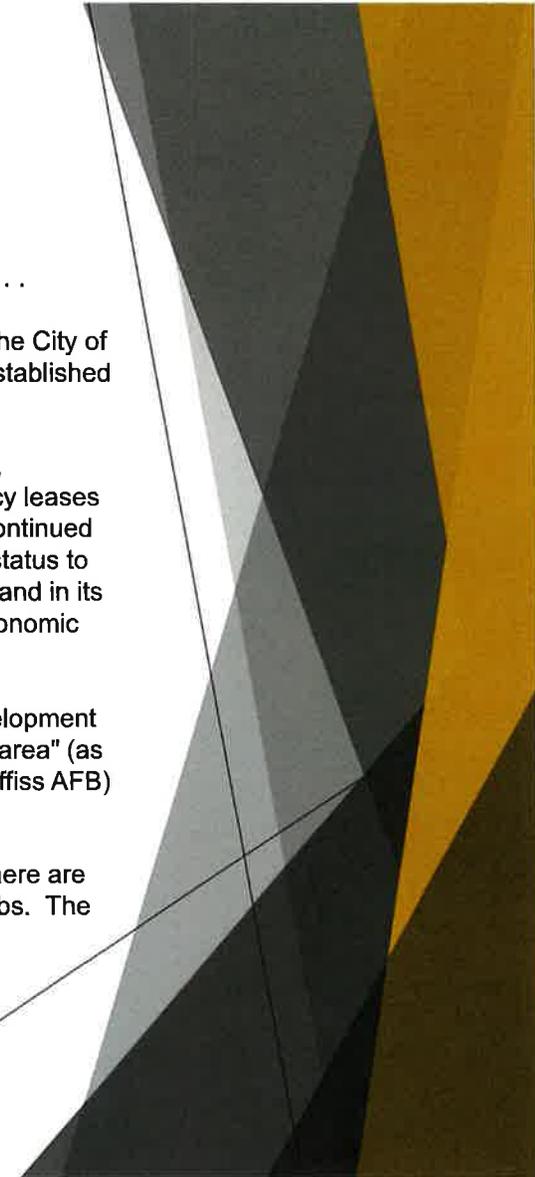
# OCIDA Master PILOT for Undeveloped GLDC Lands enable the growth and impact of Griffiss Park

**The nature of the Company and the Properties:** Pursuant to its Certificate of Incorporation, the Company is 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 in the City of Rome and Oneida County . . .” The Agency and the Company have been working together since the Company was first established in 1994 to jointly promote redevelopment of the former Griffiss AFB.

The Agency agreed to accept fee title to the Properties from the Air Force under the Memorandum of Understanding, recognizing the importance of a public body accepting responsibility for the stewardship of the Properties. The Agency leases the Properties to the Company as the Company is best suited to operate and oversee development. The Agency’s continued ownership of the Properties and lease of the Properties to the Company, and the extension of the Agency’s exempt status to the Properties, will promote, encourage and assist the Company in its redevelopment of the Developable Properties and in its stewardship of the Open Space Properties and will thereby advance the job opportunities, general prosperity and economic welfare of Oneida County residents.

**The economic condition of the area:** The Properties are located in an area that has been designated an economic development zone (Empire Zone) pursuant to Article 18-B of the General Municipal Law, and is therefore located in a “highly distressed area” (as defined in Section 854(18) of the New York General Municipal Law). Redevelopment of this particular area (the former Griffiss AFB) has long been a priority for state and local government officials.

**The extent to which financial assistance for the Properties will create or retain permanent, private sector jobs:** There are more than 6,000 jobs across 76+ companies at Griffiss Business Park – the bulk of which are permanent, private sector jobs. The Company has been successful in facilitating redevelopment of the former Griffiss AFB, and the proposed Agency financial assistance will support the Company in achieving further success **on behalf of the Utica-Rome MSA.**



# OCIDA Master PILOT for Undeveloped GLDC Lands enable the growth and impact of Griffiss Park

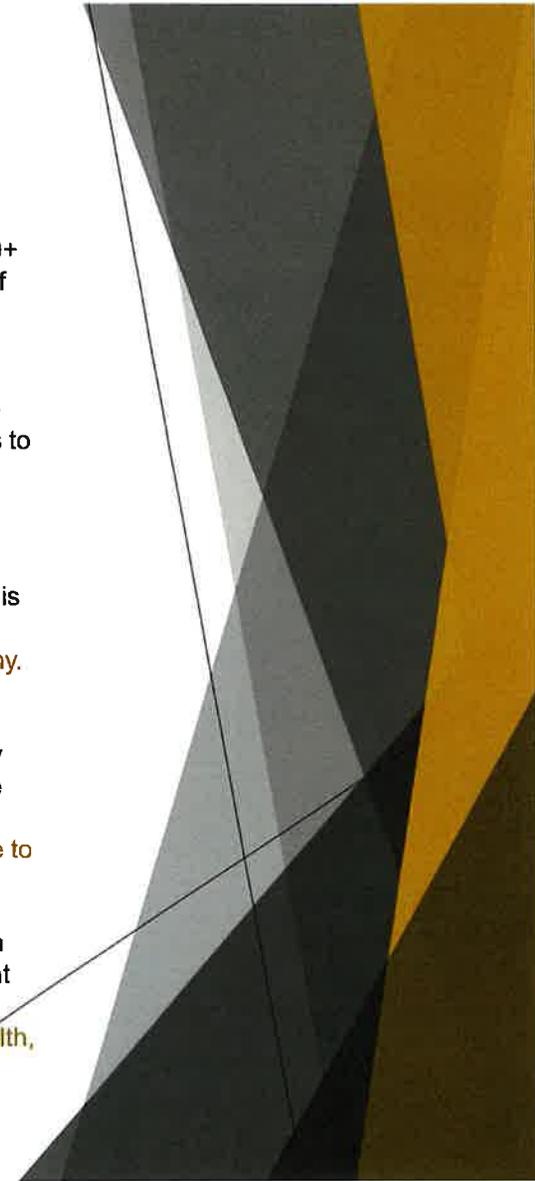
**Impact of the proposed tax exemptions on affected tax jurisdictions:** The Properties were tax exempt during the 50+ years they were owned by the Government and the 20+ years they have been owned by the Agency. The continuation of the tax-exempt status would not reduce the amount of tax revenue presently realized by the affected tax jurisdictions. In fact, it has empowered GLDC to induce development and tax roll growth every year for the past two decades.

**Impact on existing and proposed businesses and economic development projects in the vicinity:** Developing the Properties will attract new businesses and investment to the Griffiss Business Park and will also help existing businesses to grow and prosper. Most notably, development of the Park has strengthened the position of the Air Force Research Laboratory, whose impact on the local economy exceeds \$4 Billion annually.

**The amount of private sector investment generated or likely to be generated:** Since 1995 GLDC has overseen the investment of more than \$950 million in public and private funds in developing the Griffiss Business Park, much of which is private-sector investment. Continuing to develop the remaining Developable Properties will result in new private sector investments to Griffiss Business Park – including increased taxable value, new good-paying jobs, and a stronger economy.

**The extent to which additional sources of revenue for municipalities and school districts will be created:** The Company's development of the Griffiss Business Park has created more than 76 businesses and generates real property tax/or PILOT revenue in excess of \$4.3 million annually for the benefit of the County of Oneida, the City of Rome and the Rome City School District. Continued development of the Developable Properties will generate additional tax revenues and/or PILOT payments. In the past 5 years, alone, GLDC projects have generated more than \$1 million in new revenue to these taxing jurisdictions.

**The extent to which redevelopment will provide a benefit (economic or otherwise) not otherwise available within the municipality:** Continued stewardship of the Open Space Properties will enable the continued aesthetic development of the Griffiss Business Park (e.g., the Sculpture Park, pedestrian trails, disc golf course, and other amenities). These amenities continue to help our employers to attract top-flight talent and enhance the community's fitness, adventure, health, and wellness opportunities.



# Public and Private Investment on Griffiss Park between 1995-2022

	2019	2020	2021	2022	1995-2022 Total
Road Infrastructure/ Airfield Improvements	\$17.33M	\$6M	\$8.6M	\$12.4M	\$131M
Demolition	\$17.3M	-	-	-	\$28.9M
Renovations	\$24.56M	\$14.7M	\$11.2M	\$4.7M	\$233.6M
New Construction	\$11.05M	\$110.9M	\$46.7M	\$23.6M	\$499M
A/E and Fees	\$4.57M	\$8.5M	4.3M	\$1.5M	\$58M
<b>Total Capital Expenditures</b>	<b>\$74,805,600</b>	<b>\$140,149,269</b>	<b>\$70,828,836</b>	<b>\$25,200,000</b>	<b>\$951,020,424</b>

# Griffiss Tax Revenue to Municipalities

	2017	2018	2019	2020	2021	2022
<b>Total Griffiss Tax Revenue:</b>	<b>\$3,166,450</b>	<b>\$3,299,110</b>	<b>\$3,679,827</b>	<b>\$3,625,802</b>	<b>\$4,006,802</b>	<b>\$4,347,149</b>
Oneida County	\$475,250	\$497,500	\$637,179	\$582,668	\$639,686	\$662,870
Schools	\$1,592,000	\$1,682,350	\$1,844,747	\$1,882,291	\$2,006,234	\$2,370,306
City of Rome	\$1,099,200	\$1,119,260	\$1,197,900	\$1,160,843	\$1,277,605	\$1,313,973



Ecosystem Diversity is key to continued growth and sustainability of Griffiss Park. A wide spectrum of industry and land use insulate the community from economic downturns and unforeseen crises.

- Manufacturing
- Defense
- Financial Services
- Professional
- R&D
- Hospitality
- Child Care
- Education
- Tech Incubator
- Distribution
- Aviation & Aerospace
- Energy Systems
- Residential
- Retail
- Non-Profit
- Conservation
- UAS
- Recreation





map of  
**GLDC MASTER PILOT LANDS**  
 --- developable property ---



key	Acres	F Parcel
1	8.52	F 3A
2	13.28	F 6A
3	2.46	F 6A
4	2.15	F 6A
5	12.40	F 9
6	8.85	F 4A
7	21.79	F 11A
8	6.65	F 3A
9	17.88	F 11Db,12A
10	4.87	F 2A
11	8.79	F 3A
12	7.95	F 9
13	8.01	F 9
14	3.75	F 9

**MASTER PILOT**

- Developable Properties
- Open Space Properties

Source: Esri, Microsoft, Earthstar, GeoEye, IGN, GeoEye, and the GIS User Community



0 0.125 0.25 0.375 0.5 Miles

map of  
 GLDC MASTER PILOT PARCELS  
 by e. mercutio, March 2023



### EXHIBIT C

#### A. Lands covered by July 1, 2012 GLDC Master Lease accompanying PILOT Agreement

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment<sup>1</sup></u>
206.000-2-76	\$11,000	N/A	\$11,000	\$0	unknown
244.000-3-3.1	\$1,302,794	1,198,520	\$2,501,314	\$0	unknown
224.000-1-6.1	\$4,138,100	2,513,300	\$6,651,400	\$0	unknown
224.000-1-8	\$25,000	N/A	\$25,000	\$0	unknown
243.000-1-1.2	\$1,661,700	1,120,450	\$2,782,150	\$0	unknown
243.000-1-1.3	\$206,580	175,000	\$381,580	\$0	unknown
243.000-1-1.6	\$1,184,400	110,000	\$1,294,400	\$0	unknown
243.000-1-1.9	\$253,000	7,380	\$260,380	\$0	unknown
243.000-1-1.11	\$439,000	N/A	\$439,000	\$0	unknown
243.000-1-1.12	\$1,978,900	20,000	\$1,998,900	\$0	unknown
243.000-1-1.14	\$34,000	N/A	\$34,000	\$0	unknown
243.000-1-1.22	\$231,700	N/A	\$231,700	\$0	unknown
243.000-1-1.25	\$746,300	N/A	\$746,300	\$0	unknown

<sup>1</sup> As substantial portion of the leased premises consists of streets and other infrastructure (e.g., the water distribution system, the sanitary sewer and the storm water drainage system) which has been maintained by the City of Rome for years pursuant to the October 1, 2003 Service Fee Payment Agreement and which is slated to be conveyed over to the City of Rome this year. Various of the tax parcels appear to be over assessed.

243.000-1-1.33	\$194,900	41,200	\$236,100	\$0	unknown
243.000-1-1.55	\$58,000	531,650	\$589,650	\$0	unknown
243.000-1-1.57	\$25,000	N/A	\$25,000	\$0	unknown
243.000-1-1.62	N/A	8,700,000	\$8,700,000	\$0	unknown
224.000-1-3.1	\$1,120,000	242,500	\$1,362,500	\$0	unknown

**B. Lands covered by November 1, 2012 GLDC Facility XVI Lease and accompanying PILOT Agreement**

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment</u>
243.000-1-1.47	\$111,500	N/A	\$111,500	\$0	unknown
243.000-1-1.46	\$1,170,700	N/A	\$1,170,700	\$0	unknown
224.000-1-11	\$203,200	182,900	\$386,100	\$0	unknown
224.000-1-10	\$67,200	N/A	\$67,200	\$0	unknown

**C. Lands covered by August 1, 2013 GLDC Facility XVII Lease and accompanying PILOT Agreement**

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment</u>
243.000-1-1.51	\$45,824	\$250,000	\$295,825	\$0	unknown
243.000-1-1.52	\$17,500	N/A	\$17,500	\$0	unknown
TOTAL	\$63,325	\$250,000	\$313,325	\$0	unknown
<b>GRAND TOTAL of A, B &amp; C</b>	\$15,226,299	\$15,092,900	\$30,319,199	\$0	unknown

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY



584 Phoenix Drive,  
Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694  
[info@mvedge.org](mailto:info@mvedge.org) [www.mvedge.org](http://www.mvedge.org)

David C. Grow  
Chairman

Michael Fitzgerald  
Vice Chairperson

Mary Faith Messenger  
Treasurer

Ferris Betrus, Jr.  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

TO: OCIDA Board of Directors

FROM: Mark Kaucher

DATE: April 26<sup>th</sup>, 2023

RE: Collins Solar, LLC

April 26, 2023 Public Hearing Minutes

Town of Trenton Municipal Center, 8520 Old Poland Rd., Barneveld

Representing the Agency: Mark Kaucher, Hannah Phillips

Other Attendees via WebEx: Gregory Mountain, The West Firm, LLP & Bailey Irwin, Sunlight General, both representing Collins Solar, LLC.

Public hearing opened at 2:31 PM

Reading of the public hearing notice was waived, upon consensus of the attendees.

No comments were made.

Public Hearing was closed at 2:47 PM

**Final Authorizing Resolution  
Collins Solar, LLC  
(Trenton Solar) Facility**

**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:**

**Members Present: WebEx:**

**EDGE Staff Present:**

**EDGE Staff Present: WebEx:**

**Other Attendees:**

**Other Attendees: WebEx:**

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 Collins Solar, LLC (Trenton Solar Project).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE RECAPTURE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE COLLINS SOLAR, LLC (TRENTON SOLAR PROJECT) FACILITY LOCATED IN THE TOWN OF TRENTON, 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, Collins Solar, LLC, on behalf of itself and/or the principals of Collins Solar, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “Company”) has applied to the Oneida County Industrial Development Agency (the “Agency”) to enter into a transaction in which the Agency will assist in construction of an approximately 5 megawatt AC solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation onsite, access road and turnaround, security fencing and gating; safety signage and solar photo voltaic (“PV”) panels (collectively, the “Improvements”), situated on a 21.78± acre portion of two parcels of land measuring 216.5± acre in the aggregate located at 155 Mappa Avenue, Town of Trenton, County of Oneida (the “Land”), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the “Facility” and the construction of the Improvements is referred to as the “Project”); and

WHEREAS, the Land is leased by Scott R. Collins (the “Owner”) to the Company pursuant to a lease (the “Ground Lease”); and

WHEREAS, the Company will lease the Facility to the Agency pursuant to a Lease Agreement in the Agency’s standard form (the “Lease Agreement”) and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the “Leaseback Agreement”) in the Agency’s standard form; 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 directed that a public hearing be held and enter into the Lease Agreement and Leaseback Agreement; and

WHEREAS, after sending written notice to all affected tax jurisdictions via certified mail, which notice included a copy of the inducement resolution, the Agency

conducted a public hearing on April 26, 2023 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

WHEREAS, the value of the Financial Assistance is described below:

- Real property tax abatement \$1,628,296.00 (approximately)
- Mortgage recording tax exemption Not requested

WHEREAS, the Financial Assistance is consistent with the Agency's Uniform Tax Exemption Policy (Community Solar Policy) adopted on on September 18, 2020 as amended on April 30, 2021 and March 25, 2022 (the "Policy"); and

WHEREAS, the Inducement Resolution was conditioned upon the Company providing the Agency with information on all owners with 15% or more of ownership in the Company, which information is required under the Policy as a condition of Financial Assistance and which has been submitted; and

WHEREAS, the Company 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 Facility constitutes a "project", as such term is defined in the Act; and

(c) The construction and equipping of the Facility, the leasing of the Facility to the Company 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 construction and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Company's Counsel, the Facility conforms 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 adopted by the Agency 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 Project; and

(h) The Lease Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and

(i) The Leaseback Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency leases the Facility back to the Company; and

(j) The Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement") between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company's payments in lieu of real property taxes; and

(k) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(l) The Project Obligation and Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon the Company meeting the stated objectives of the Project.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility pursuant to the Lease Agreement, (ii) execute, deliver and perform the Lease Agreement, (iii) lease the Facility back to the Company pursuant to the Leaseback Agreement, (iv) execute, deliver and perform the Leaseback Agreement, (v) execute, deliver and perform the PILOT Agreement, (vi) execute, deliver and perform the Environmental Compliance and Indemnification Agreement, (vii) execute, deliver and perform the Recapture Agreement and (viii) provide the Financial Assistance to the Company in support of the Project.

Section 3. The Agency is hereby authorized to accept a leasehold interest in the real property described in Exhibit A to the Lease Agreement and the personal property described in Exhibit B to the Lease Agreement 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 Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture Agreement and the PILOT Agreement (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 Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the PILOT Agreement and the Recapture Agreement, 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.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on May 5, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_\_, 2023.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_

— Shawna M. Papale, Secretary

## COLLINS SOLAR, LLC



Collins Solar, LLC  
575 Lexington Ave, Fl. 12  
New York, NY 10022

March 30, 2023

Oneida County Industrial Development Agency  
584 Phoenix Dr  
Rome, NY 13441

### **RE: Collins Solar, LLC corporate structure and relevant solar project development history**

To whom it may concern,

I am a company officer of Collins Solar, LLC, a New York limited liability company (“Collins Solar”).

Collins Solar intends to construct a 5MWac solar photovoltaic electric generation facility (the “Facility”) upon 21.78 acres of land located at 155 Mappa Avenue, Barneveld, NY 13304, in which Collins Solar has a leasehold interest.

The purpose of this letter is to support the inducement of the financial assistance request made by Collins Solar to the OCIDA by 1) confirming the corporate structure of Collins Solar’s upstream ownership and 2) describing elements of the Facility’s development history that are relevant to this structure.

1. On April 18, 2022, Collins Solar was formed in New York by Sunlight JEFE, LLC, a New York limited liability company (“SL-JEFE”), a joint venture between two upstream owners with equal membership rights: Lexington DG LLC, a Delaware limited liability company (“Lex DG”), and Jordan Energy and Food Enterprises, LLC, a New York limited liability company (“JEFE”).
2. As of the date of Collins Solar’s formation, SL-JEFE had previously spent approximately two years working on plans for the Facility, having developed certain assets necessary to complete its development and construction. Such assets were wholly assigned, transferred, and conveyed to Collins Solar through that certain Assignment & Transfer Agreement between JEFE, SL-JEFE, and Collins Solar dated September 19, 2022.
3. Immediately following such assignment and transfer, SL-JEFE sold 100% of the membership interests in Collins Solar to Sunlight PV LLC, a Delaware limited liability company (“Sunlight PV”), through that certain Assignment and Assumption Agreement between SL-JEFE and Sunlight PV dated September 19, 2022.
4. Following the reorganization described in #3 above, the bottom-to-top organizational structure for the Facility’s upstream ownership has not changed as of the date of this letter and is as follows:
  - The Facility, which is wholly owned by
  - Collins Solar, which is wholly owned by sole member
  - Sunlight PV, which is itself has two members,
    - EIG ETF Holdings (Spruce), L.P., a Delaware limited partnership, which is an affiliate of EIG Global Energy Partners, a forty-year-old, Washington, D.C.-

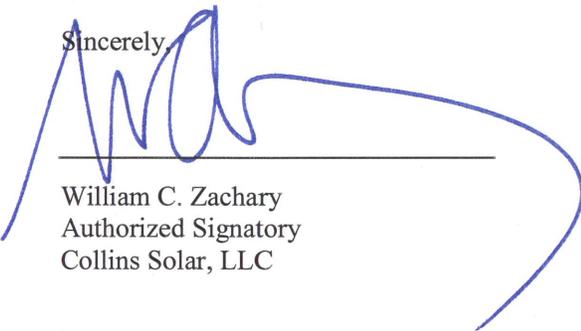


based ~\$22B USD private equity fund with a mandate for energy infrastructure investment, which owns

- 100% of Class B Units and 70% of Class A Units of Sunlight PV, and
- Sunlight General Capital LLC, a New York limited liability company formed in 2009 to develop, finance, own, and operate solar photovoltaic electric generation facilities such as the Facility, which owns
  - 30% of Class A Units of Sunlight PV.
- *Note on classes of ownership units of Sunlight PV:* Class B currently receives all distributions and tax allocations; Class A only gives distributions after a hurdle rate is met.

I remain available to provide information and can answer any further questions that you may have with regard to the Facility or its ownership. Thank you for your time and attention in the matter of our inducement request.

Sincerely,




---

William C. Zachary  
Authorized Signatory  
Collins Solar, LLC

**NEW YORK STATE NOTARY ACKNOWLEDGMENT**

THE STATE OF NEW YORK

COUNTY OF New York

On the 30<sup>th</sup> day of March in the year 2023 before me, the undersigned, personally appeared William C. Zachary 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 signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




---

Notary Public Signature

Print JOSEPH CASPER SHIPLEY

Title or Office: NOTARY PUBLIC

My commission expires: July 6, 2023

JOSEPH CASPER SHIPLEY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SH6326981  
Qualified in New York County  
My Commission Expires 07-06-2023

## **B240 LLC**

18 Division Street, Suite 401  
Saratoga Springs, New York 12866  
(518) 992-4406

### **SUBTENANT PROPOSAL TO ONEIDA COUNTY IDA**

- 1. NAME OF TENANT:** [REDACTED]
- 2. SQUARE FOOTAGE OCCUPIED:** 23,449 sq. ft. (16,881SF Phase 1; 6,568SF Phase 2)
- 3. TERM OF LEASE AND ANY OPTIONS:** 15 year initial term (NYS leases do now renew. They go into holdover until a new lease is established).
- 4. SUMMARY OF BUSINESS OPERATIONS:** Office/administrative & classroom/training operations.
- 5. INSURANCE LIMITS (and certificate of insurance naming IDA as additional insured, when available):** To be provided by New York State at time of lease signing.
- 6. JOB CREATION:** ESTIMATED 96 FTE.
- 7. BASE RENT SCHEDULE:** [REDACTED]

**Resolution Consenting to Sublease  
B240 LLC (Air City Lofts Phase 1 and  
Phase 2) Facilities**

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 May 5, 2023, the following members of the Agency were:

**Members Present:**

**EDGE Staff Present:**

**Other Attendees:**

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 consenting to the sublease of commercial space at the B240 LLC (Air City Lofts Phase 1 and Phase 2) Facilities.

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

Voting Aye

Voting Nay

RESOLUTION CONSENTING TO THE SUBLEASE OF COMMERCIAL SPACE WITH RESPECT TO THE B240 LLC (AIR CITY LOFTS PHASE 1 AND PHASE 2) FACILITIES 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, the Company previously requested the Agency's assistance in connection with a multi-phased mixed-use community, located at 1371 Floyd Avenue, Griffiss Business and Technology Park, City of Rome, Oneida County, New York and the market-rate apartments and commercial/retail spaces located thereon; and

WHEREAS, the Agency leases the Phase 1 Facility to the Company pursuant to a Leaseback Agreement dated as of December 3, 2019 (the "Phase 1 Leaseback") and the Agency leases the Phase 2 Facility to the Company pursuant to a Leaseback Agreement dated as of December 28, 2020 (the "Phase 2 Leaseback"); and

WHEREAS, under the terms of the Phase 1 Leaseback and the Phase 2 Leaseback the Agency must consent to the sublease of any portion of the Phase 1 Facility and the Phase 2 Facility; and

WHEREAS, the Company has submitted to the Agency a request to consent to sublease a portion of the Phase 1 Facility and a portion of the Phase 2 Facility to a commercial subtenant (the "Sublease Consent"), which request identifies the commercial subtenant to the Agency on a confidential basis.

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 Facility constitutes a "project", as such term is defined in the Act; and

(c) The Sublease Consent 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 Sublease Consent is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) It is desirable and in the public interest for the Agency to approve the Sublease Consent.

Section 2. In consequence of the foregoing, the Agency hereby determines to grant the Sublease Consent in support of the Phase 1 and Phase 2 Projects, subject to the review by

counsel of the form of the sublease agreement and inclusion of the Agency's standard sublease provisions.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the Sublease Consent, and all acts heretofore taken by the Agency with respect to such Sublease Consent are hereby approved, ratified and confirmed.

Section 4.

(a) The Chairman, Vice Chairman, Executive Director, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Extended Sales Tax Documents, all in substantially the forms thereof presented to or approved by this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Executive Director, 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. The execution thereof by the Chairman, Vice Chairman, Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, 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 Sublease Consent, 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 Sublease Consent binding upon the Agency.

Section 7. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on May 5, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand as of May 5, 2023.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Shawna M. Papale, Secretary

# KOWALCZYK & DEERY, LLP

A Registered Limited Liability Partnership

ATTORNEYS AND COUNSELORS AT LAW

ANDREW S. KOWALCZYK, III  
JOSEPH S. DEERY, JR.

185 GENESEE STREET, SUITE 1201  
UTICA, NEW YORK 13501  
(315)724-3164

ANDREW S. KOWALCZYK (1902-1952)  
JOSEPH S. DEERY (1910-1961)  
THEODORE L. TOLLES (1935-2004)  
ANDREW S. KOWALCZYK, JR. (1935-2020)

FACSIMILE (315) 724-3212  
E-MAIL: [ask3@ktdlaw.com](mailto:ask3@ktdlaw.com)  
WEBSITE: [www.ktdlaw.com](http://www.ktdlaw.com)  
SERVICE NOT ACCEPTED BY  
E-MAIL OR FACSIMILE

BRADLEY M. KOWALCZYK  
MARY BETH HANSS   
OF COUNSEL

ALSO ADMITTED IN FL AND MD

MICHELLE E. BROADBENT (RETIRED)

May 2, 2023

Oneida County Industrial Development Agency  
584 Phoenix Drive  
Rome, NY 13440

RE: Agency Lease/Leaseback Agreement with 126 Business Park LLC for construction/financing project at 126 Business Park Drive, Utica, New York (“**Project**”), with Oneida County Industrial Development Agency (“IDA”).

Dear ladies and gentlemen:

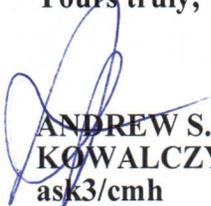
Thank you for your courtesies in agreeing to review our request, as attorney for NBT Bank, National Association (“**Lender**”) in regard to Lender’s agreement to extend a \$2,000,000.00 loan (the “**Loan**”) to Rising Phoenix Holdings Corporation (“**Borrower**”) and its affiliates and subsidiaries, for purposes of financing the equipping of a call center office, at property owned or leased by 126 Business Park LLC (“**126 BP**”). The majority of the equipment is to be installed at certain real property located at 126 Business Park Drive, City of Utica, County of Oneida, State of New York (the “**Real Property**”). The Real Property is owned in fee by 126 BP, and has been leased by 126 BP to the IDA by Lease Agreement dated December 18, 2020, and leased back by IDA to 126 BP by Leaseback Agreement of even date therewith; memoranda of both of which have been recorded in the Oneida County Clerk’s Office.

The Loan is to be secured by all business assets of the Borrower, excluding any real property (the “**Collateral**”), a majority of which Collateral is and/or will be located at the Real Property. The Lender has required, as a condition of extending the Loan and accepting the Collateral, that Borrower induce 126 BP to execute and deliver a landlord’s waiver in favor of Lender, permitting Lender to enter the Real Property, upon the occurrence of an event of default under the Loan, and to remove the Collateral and/or conduct sales of the Collateral therefrom. In addition, under the terms of such landlord’s waiver, the Landlord (126 BP) would waive any lien rights to the Collateral that is has or may have, in favor of the rights of Lender to audit, remove, liquidate, and/or conduct sales of the Collateral in the event of a default under the Loan.

Since the IDA has the primary leasehold estate in the Real Property, the Lender is seeking IDA’s agreement to execute and deliver to the Lender a landlord’s waiver similar or the same in content and terms as that which Lender is requiring 126 BP and Borrower to execute, as briefly described above, with only factual information differing. It is understood that IDA/s execution of the landlord’s waiver will be contingent upon the approval of IDA, Lender, and Borrower, and their respective counsel, as to the form, content, and factual recitations thereof.

We are appreciative of IDA’s consent to review the requests set forth in this letter and approve its delivery of a landlord waiver upon the approval of the form, by IDA’s counsel. If you have any questions or comments, please do not hesitate to call. Best regards.

Yours truly,

A handwritten signature in blue ink, appearing to read 'ASK3', is written over the typed name.

ANDREW S. KOWALCZYK III ESQ.

KOWALCZYK & DEERY LLP

ask3/cmh

cc:

**Authorizing Resolution  
Equipment Financing (NBT Bank)  
126 Business Park, LLC Facility**

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:**

**Members Present: WebEx:**

**EDGE Staff Present:**

**EDGE Staff Present: WebEx:**

**Other Attendees:**

**Other Attendees: WebEx:**

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 authorizing a certain Landlord's Waiver relating to proposed equipment financing by NBT Bank, NA to 126 Business Park, LLC (Rising Phoenix Holdings Corporation. Facility).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE A LANDLORD'S WAIVER AND RELATED DOCUMENTS WITH RESPECT TO THE 126 BUSINESS PARK, LLC (RISING PHOENIX HOLDINGS CORPORATION) FACILITY LOCATED IN THE CITY OF UTICA, 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, Oneida County Industrial Development Agency (the "Agency") provides financial assistance to 126 Business Park, LLC (the "Company") in connection with a certain industrial development facility consisting of (a) renovation of an existing 23,557± square foot building (the "Existing Improvements") situated on a 2.21± acre parcel of land located at 126 Business Park Drive, City of Utica, Oneida County, New York (the "Existing Land" and, together with the Existing Improvements the "Existing Facility"); (b) construction on the Existing Land and the recently acquired 0.57 ± acre parcel of land located at 2 Notre Dame Lane, City of Utica, Oneida County, New York (the "2020 Land" and together with the Existing Land, the "Land") a parking lot and a 16,000± square foot addition to the Existing Improvements (collectively, the "2020 Improvements" and together with the Existing Improvements, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all used for the purpose of providing public adjusting and disaster preparedness and recovery services (the 2020 Land, the 2020 Improvements and the Equipment referred to collectively as the "2020 Facility", the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, the Agency leases the Facility to the Company pursuant to a Leaseback Agreement dated as of December 18, 2020 (the "Leaseback Agreement"); and

WHEREAS, NBT Bank, National Association (the "Bank") financed a portion of the costs of the Facility through a loan to the Company secured by a Fee and Leasehold Mortgage and Security Agreement (the "Mortgage") from the Agency and the Company to the Bank, and other documents the Bank deemed necessary to secure the loan (collectively, the "Loan Documents"); and

WHEREAS, the Bank now wishes to extend a line of credit to Rising Phoenix Holdings Corporation (the "Sublessee") to allow the Sublessee to purchase and install upgrades/equipment/software at the Facility and other premises owned or occupied by the Company, the Sublessee and/or other affiliates (the "Equipment Financing"); and

WHEREAS, the Company is requesting the Agency enter into a Landlord's Waiver (the "Waiver") in the Agency's capacity as lessor under the Leaseback Agreement, in furtherance of the Equipment Financing and only as it pertains to the Facility; and

WHEREAS, no financial assistance is being requested in connection with the Waiver or the Equipment Financing; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Equipment financing 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 Facility constitutes a “project”, as such term is defined in the Act; and

(c) It is desirable and in the public interest for the Agency to enter into the Waiver relating to the Facility in support of the Equipment Financing in furtherance of the Project; and

(d) The Waiver will be an effective instrument whereby the Agency waives its rights as landlord under the Leaseback Agreement (except for the Agency’s Unassigned Rights) in the event of a default under the Equipment Financing to allow the bank to enter the Facility to execute on its collateral.

Section 2. In consequence of the foregoing, the Agency hereby determines to execute, deliver and perform the Waiver in support of the Project.

Section 3. The form and substance of the Waiver is hereby approved, subject to the inclusion of the Agency’s standard financing provisions and subject to counsel review.

Section 4.

(a) The Chairman, Vice Chairman, Treasurer, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Waiver as approved by counsel with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Treasurer, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Treasurer, Secretary 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, Treasurer, Secretary or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Treasurer, 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 5. 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 6. This resolution shall take effect immediately.

DRAFT



Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY



584 Phoenix Drive,  
Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694  
[info@mvedge.org](mailto:info@mvedge.org) [www.mvedge.org](http://www.mvedge.org)

David C. Grow  
Chairman

Michael Fitzgerald  
Vice Chairperson

Mary Faith Messenger  
Treasurer

Ferris Betrus, Jr.  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

Memo To: Oneida County Industrial Development Agency (OCIDA) Members  
From: Mark Kaucher  
Date: April 13, 2023  
RE: NYS Economic Development Council 2023 Spring IDA Academy  
Re-Cap

**UPDATED MAY 5, 2023**

**1 – Legislative and IDA Policy Update. –Harris-Beach/Bousquet Holstein**

- A&S bill delivered to Governor 3/3/23 will amend 2022 laws requiring certain Agency notifications to local taxing jurisdictions and school districts, and confirmation of such notices to (1) include electronic correspondence, and confirmation of such electronic correspondence to be satisfied with a read receipt, (2) replace school board with school district clerk as recipient (3) establish a procedure for compliance with the notification requirements, including identification of the notification method. There was discussion on instances of failure to obtain read-receipts ensued. Suggested cure was use delivery receipt or follow up with certified mail.

EDC claims it was instrumental in the school district clerk being the notified party versus the original plan to have each school district board member deemed a notified party.

- Discussion on the two-year advance notice requirement for expiring PILOTs and immediate notice upon early termination. (Law as of December 16, 2022). Good practices: Update PILOT data base by expiration dates(DONE); create template notification document(DONE).
- Housing Policies: There is much interest at the state level to encourage affordable/accessible/quality housing projects. There has been varying degrees of activity around the state and the type of projects vary depending on local needs. Downstate is more mixed-use orientated. It is understood that these projects do not meet the traditional IDA job creation requirements. Governor Hochul is very keen on backfilling housing in upstate areas. It is apparently one of the issues holding up the budget, along with bail reform/reform. There has been discussion from developers about need for 40-year PILOTs.

- Renewable Energy: Still considerable legislative interest in the development of the renewable energy and IDA support. They will be monitoring activity closely to determine if they need to act. Discussion on the need for IDA's to address renewables in their UTAPs and to keep them updated with market changes. It is understood that these projects do not meet the traditional IDA job creation requirements. Some discussion on ROI being used in benefit valuation.

**2 – Authorities Budget Office – Scott Fein, Fellow, Sr. Advisor for Ctr. Of Law & Policy Solutions, Rockefeller Institute for Government.**

- Topics covered included general historical background of economic development incentive practices throughout history (Christopher Columbus, East India Co., Erie Canal). Discussed fiduciary responsibilities of serving on the board. Talked about the expansion of bonding used for all sorts of "infrastructure" in NYS and the explosion of conduit debt. This resulted in the need to monitor activity.
- Board Abuses: Executive Session(ES) abuse for not sticking to the intended matter and not keeping minutes of the session. Minutes can be deemed CONFIDENTIAL but should be kept. ES should only be used sparingly. Mission statements that are too wordy and complicated(six words are ideal). It should be memorable if asked and stated at the beginning of each board meeting.
- Board Process: Agenda should start with most important items first. Minutes and financial updates should be last. If documents circulated are deemed confidential, CONFIDENTIAL should be stated on each one. Board members have an obligation to listen to concerns of the community but not let anyone or any group dictate their decisions, even the appointing authority. They should not rely solely on staff, consultants, or fellow board members. They should make decisions on their own after listening to all sources of information.
- Board Conflict of Interest: It's a small town. Go with your "gut instinct". Connections in a small community can be all over the place. What could you have to gain someplace? How? The strength of any public organization can be measured by its recusals. If there's not at least one per meeting, it may not be being adequately considered.

**3. - Lunch with Thomas P. DiNapoli, NYS Co – Comptroller**

- General discussion on how the Comptroller's office is there to provide the public with the information it is legislatively entitled to and to assist us with our reporting responsibilities.

**3. - Post Lunch Sessions**

- Public Relations: Stressed need to be proactive. Craft your image rather than let the media or social media craft it the way they want to. If you don't shape the narrative it will be shaped "FOR" you. Need instill public confidence. What are the benefits to the project? Need to be tallied and communicated to the appropriate outlets. Cultivate relationships with surrogates to spread the message. IDA's don't always act on projects that are "popular" with everybody. Need to stress the positive benefits of the project.

#### 4. - Post Lunch Sessions – Group Panels

- Public Relations + Public Affairs: Stressed need to be proactive. Craft your image rather than let the media or social media craft it the way they want to. If you don't shape the narrative it will be shaped "FOR" you. Need instill public confidence. What are the benefits to the project? Need to be tallied and communicated to the appropriate outlets. Cultivate relationships with surrogates to spread the message. IDA's don't always act on projects that are "popular" with everybody. Need to stress the positive benefits of the project.
- Clean Energy Economic Development
  - Presentation by NYSERDA on Green Bank (financing for projects that displace fossil-fuel energy).
  - Renewable Energy PILOTs- Kevin McAuliffe, Barclay-Damon spoke about skyrocketing costs in solar installations. Stressed IDA role in advancing NYS energy goals. Cautioned high-fee PILOTs could result in State intervention on PILOTs. Be careful. With passage of state budget, the much-maligned NYSERDA PILOT assessment calculator will be mandatory for assessing jurisdictions (but there could always be another jurisdictional lawsuit in the wind). Many IDAs are requiring local labor usage on projects which has been deemed unfeasible. necessitating waivers to proceed.
- Project Case Studies + Best Practices
  - *Broome County IDA/LDC*
    - Former Endicott Johnson shoe building redeveloped into apartments. <https://theagency-ny.com/broome-county-binghamton-economic-business-news/adaptive-re-use-of-two-historic-endicott-johnson-buildings>
    - <https://reganddevelopment.com/new-york-new-jersey-real-estate-developers/century-sunrise/>
  - *Westchester County Economic Development*
    - Regeneron Pharmaceuticals.  
The IDA received a request for financial assistance from Regeneron which is currently experiencing an increased demand to expand its research efforts against novelty virus COVID-19 and other infectious diseases. To meet this demand, site options in the Northeast are currently being evaluated to determine where investment should be made to increase its capacity and house future growth. The Company has narrowed its search to two states: its campus in Tarrytown, New York, and New Jersey. The proposed capital investment would serve to locate and staff multiple new R&D laboratories, administrative buildings, and amenities. In total, it would encompass the design, construction and fit-out of up to eight buildings, three parking garages, and a central utility plant totaling approximately 724,000 SF. The anticipated capital investment would be approximately \$1.39 billion depending on the location selected. In addition to the investment, Regeneron expects the addition of the facilities to result in the creation of at least 700 net-new full-time jobs.

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Stephen Zogby

## UPDATED MEMO

Memo To: Oneida County Industrial Development Agency (OCIDA) Members  
From: Mark Kaucher  
Date: May 5, 2023  
RE: December 31, 2022 OCIDA Project Job Shortfall Companies

Contained herein is a list of the OCIDA project companies that are either in Shortfall or Major Shortfall status as of December 31, 2022. Notices will be sent to each company providing the opportunity to explain the circumstances resulting in the deficiency. Depending on the individual agreement (some projects are older than others and the clawback terms are slightly different), there are varying remedies to either cure or pay specifically-defined penalties related to the Shortfall/ Major Shortfall status. The Agency retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions.

As of December 31, 2022							
SHORTFALL - Not meeting minimum 80%							
MAJOR SHORTFALL - Not meeting minimum 50%							
Company	FTE Before IDA	FTE To Be Created	FTE to be Retained	FTE Reported 12/31/2022	Job Obligation per agreement	Shortfall	Major Shortfall
ECR International, Inc.	152	3	152	113	Retain 152 and Create 3 before end of lease year 3 -- June 1, 2020 lease date.	X	
JGV-Alfred-Vicks	123	0	114	76	Retain 79 at 5166 CommDr and 35 at facility -- Feb 27, 2018 lease date.	X	
Renmatix, Inc	0	13	0	8	Employ 13 by the end of the initial 3 years of the lease term. Previously, board authorized any violation in excess of 8 current jobs waived to 6/30/22. June 1, 2015 lease date.	X	
Research Associates of Syracuse	15	10	15	0	Retain 15 and create 10 by the commencement of year 3 of the lease term. Waiver ended Jan 1 2023-- July 1, 2015 lease date	X	X
Universal Photonics (JH Rhodes)	55	20	55	54	Retain 55 and create 20. Employment obligation term is the longer of 1) the period during which the Company is receiving a benefit in the form of lower payment in lieu of taxes than the real estate taxes would be: or 20.15 yrs. --July 1, 2012 lease date.	X	

2023 PILOT Value Analysis for IDA Projects with Job Retention/Creation Shortfall as of Dec 31, 2022 - (figures shown are estimates)

* Project Name	County at Full Tax	Local at Full Tax	School at Full Tax	Total Full Taxes	County PILOT Pyt	Local PILOT Pyt	School District PILOT Pyt	Total PILOT Pyts	ENDS
<b>ECR International, Inc.</b>	28,231.33	56,766.97	57,036.19	142,034.49	19,276.68	39,666.88	39,796.44	98,740.00	4/30/2031
<b>JGV-Alfred-Vicks</b>	20,297.23	9,095.84	66,441.35	95,834.42	3,870.41	1,613.68	12,254.86	17,738.95	12/31/2028
<b>Renmatix, Inc</b>	36,729.60	70,390.84	121,477.60	228,598.04	5,596.56	11,059.42	19,005.54	35,661.52	12/31/2025
<b>Research Associates of Syracuse</b>	6,502.03	12,460.88	21,504.47	40,467.38	4,283.92	8,465.49	14,547.89	27,297.30	6/30/2026
<b>Universal Photonics (JH Rhodes)</b>	12,512.64	1,345.30	38,589.00	52,446.94	8,341.68	896.86	25,726.35	34,964.89	12/31/2028