

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



Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II

Aricca R. Lewis
Kristen H. Martin
Tim R. Reed

To: Oneida County Industrial Development Agency Board of Directors
From: Shawna M. Papale
Date: October 13, 2025
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet at **8:00 AM Friday, October 17, 2025.** Members of the public may listen to the Agency meeting via Microsoft Teams, access code 214 753 864 388 8, or attend in person. The Minutes of the Agency meeting will be transcribed and posted on the OCIDA website.

1. Executive Session
2. Approve minutes – September 5, 2025
3. Financial Review
4. Consider a SEQR resolution relating to the **ProTrade Garages, LLC Facility**.
5. Consider an inducement resolution relating to the **ProTrade Garages Facility**, granting preliminary approval for financial assistance in the form of exemptions from sales tax (valued at \$62,957) and exemptions from mortgage recording tax (valued at \$9,000), which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy. A public hearing is not required as benefits are less than \$100,000.
6. Consider a resolution relating to the **EDGE Flex Space Facility**, consenting to the sublease of a portion of the Facility to The Indium Corporation of America and authorizing the form and execution of related documents, subject to counsel review.
7. Consider a resolution relating to the **ICA Holdings, LLC (Indium Woods Park Drive) Facility**, consenting to the sublease of a portion of the Facility to Manufacturers Associates of Central New York and authorizing the form and execution of related documents, subject to counsel review.
8. Consider a resolution relating to the **Copper Village, LLC Facility**, extending the project inducement for an additional one year term.
9. Consider a resolution authorizing the Agency to enter into an Economic Development Services Agreement with Oneida County Local Development Corporation and approving the form and execution of related documents, subject to counsel approval.

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10.2026 OCIDA-EDGE Staff Services Agreement

Next meeting date: **Friday, November 21, 2025** at 8:00 AM at 584 Phoenix Drive, Rome, NY.

**Minutes of the Meeting of the
Oneida County Industrial Development Agency**

September 5, 2025

584 Phoenix Drive, Rome, NY /Webex Video/Teleconference

Members Present: Steve Zogby, David Grow, Tim Reed, Aricca Lewis, Kristen Martin, James Genovese, and Franca Armstrong.

EDGE Staff Present: Shawna Papale, Tim Fitzgerald, Marc Barraco, Mark Kaucher, CJ Hanrahan, Zach Joyce, and Rachel Hadden.

Others Present: Laura Ruberto, Bond, Schoeneck & King; Ken Adamczyk, Fulton County Center for Regional Growth.

Others Present Virtual: Mark Levitt and Jenna Peppenelli, Levitt & Gordon.

S. Zogby called the meeting to order at 8:00 AM.

At 8:01, a motion to enter Executive Session to discuss personnel and contracts was made by J. Genovese, seconded by T. Reed, and carried 7-0.

At 8:35, a motion to exit Executive Session was made by T. Reed, seconded by F. Armstrong, and carried 7-0.

Minutes – July 25, 2025

S. Zogby presented the draft July 25, 2025 meeting minutes for review. D. Grow requested a spelling correction. **K. Martin moved to approve the July 25, 2025 meeting minutes, as amended. F. Armstrong seconded the motion, which carried 7-0.**

2026 Budget

R. Hadden and S. Papale presented the Agency's draft 2026 budget for consideration. Most line items remained the same compared to the 2025 budget. The Chobani, LLC Facility closing will bring in a substantial amount of new revenue. The IT consulting expense is expected to go down in 2026. Dues and Subscriptions is up so that the Agency can plan to support NYSEDC on a more planned basis. There is an increase in the Special Projects line item due to EDGE's request to support its "next big site" development initiative. Staff will also be working with counsel to review the various policies the Agency has in place. S. Zogby stated that he and Shawna have started to discuss how the Agency can best use the proceeds of the Chobani, LLC Facility closing to benefit the community. S. Papale stated that this may require close collaboration with the OCLDC to coordinate how to deploy funds. With no further questions or comments, **F. Armstrong made a motion to approve the budget as presented. T. Reed seconded the motion, which carried 7-0.**

Financial Review

R. Hadden presented the July interim financial statements. Cash has been fairly stable over the last year. There has been less Agency fee income received than budgeted. The 126 Business Park Drive project closed in August, which will be reflected in the next interim statement. Otherwise, no significant activity. With no questions or comments, **the Agency received and accepted the interim financials as presented, subject to audit.**

NY Rome Old Oneida Solar, LLC Facility– Final Authorizing Resolution

S. Zogby introduced a final authorizing resolution relating to the NY Rome Old Oneida Solar, LLC Facility, approving financial assistance in the form of exemptions from mortgage recording taxes (valued at \$42,945.50) and 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 adding a 2% annual escalator (valued at approximately \$2,481,351.00), which is consistent with the Agency's Uniform Tax Exemption Policy (Community Solar Policy), consenting to a change of control upon completion of construction, and authorizing the form and execution of related documents, subject to counsel review. The Agency conducted a public hearing on August 20, 2025. **T. Reed motioned to approve the NY Rome Old Oneida Solar, LLC final authorizing resolution, as presented. J. Genovese seconded the motion, which carried 7-0.**

A. Lewis left the room for the Lewiston Clinton Townhomes project discussion and vote.

Lewiston Clinton Townhomes LLC Facility – Final Authorizing Resolution

S. Zogby introduced final authorizing resolution relating to the Lewiston Clinton Townhomes LLC Facility, approving financial assistance in the form of exemptions from sales taxes (valued at \$337,750.00), exemptions from mortgage

recording taxes (valued at \$50,062.50) and reduction of real property taxes for a period of 10 years (valued at approximately \$245,303.00), which is consistent with Tier 1 benefits contained in the Agency's Uniform Tax Exemption Policy (Housing Policy) and authorizing the form and execution of related documents, subject to counsel review. The Agency conducted a public hearing on August 19, 2025. T. Fitzgerald explained that, at the public hearing, there was a brief discussion that sought to clarify the benefit being proposed. No other comments were made. **J. Genovese made a motion to approve the Lewiston Clinton Townhomes LLC Facility final authorizing resolution, as presented, K. Martin seconded the motion, which carried 6-0.**

A. Lewis rejoined the meeting.

West Dacks II, LLC Facility – Sales Tax Exemption Increase

S. Zogby introduced a resolution relating to the West Dacks II, LLC Facility, authorizing an increase in sales tax exemption to an amount not to exceed \$133,520.00 (value of additional benefit \$31,066.00) and approving the form and execution of related documents. T. Fitzgerald gave a brief explanation of the nature of the request – that the project experienced higher than expected costs for roof replacement, and that new investments into the facility's HVAC system needed to be made. **D. Grow made a motion to approve the West Dacks II, LLC Facility sales tax exemption Increase resolution, as presented. K. Martin seconded the motion. With no further discussion, the motion carried 7-0.**

Rome Community Brownfield Restoration Corporation (Complex 4 Facility) – License

S. Zogby introduced a resolution relating to the Rome Community Brownfield Restoration Corporation (Complex 4) Facility, consenting to RCBRC granting a license to Worthington Steel Rome, LLC and approving the form and execution of related documents. He referred to the letter from RCBRC's attorney Camille Kahler, which was included in the meeting packet. **T. Reed made a motion to approve the RCBRC Complex 4 Facility resolution, as presented. D. Grow seconded the motion. With no further discussion, the motion carried 7-0.**

Universal Photonics, Inc. Facility – Mortgage Recording Tax

S. Zogby introduced a resolution relating to the Universal Photonics, Inc. Facility, authorizing financial assistance in the form of exemptions from mortgage recording taxes (valued at \$19,500) and approving the form and execution of related documents, subject to counsel review. T. Reed asked if the company over-committed on jobs from the start of financial assistance. S. Papale said that they probably had. S. Zogby stated that a lot of benefits have been extended to the business already, and it doesn't sit well that the company ignored the Agency's letter from 2024 seeking to address their jobs shortfall. S. Zogby asked for a motion to approve the resolution as presented. **No motion was made.** L. Ruberto suggested that the members consider approving entering into the mortgage, even if no financial benefit is extended. **J. Genovese made a motion to approve entering into the mortgage without offering mortgage recording tax exemption. F. Armstrong seconded the motion, which carried 7-0.**

Expertise Project Sponsorship Request

T. Fitzgerald introduced a request from the Fulton County Center for Regional Growth and the Expertise Project. The project was awarded funding through New York State to help deliver immersive job exploration programming to high school and college students across the region. The Expertise Project is seeking the sponsorship of IDAs across the region to help cover the initial costs of expanding this program. In return, supporting agencies will have their logos displayed on a mobile trailer and marketing materials. Each IDA in the Mohawk Valley region is being asked to sponsor the project in the amount of \$75,000. F. Armstrong shared that she has experienced this technology, and she has acknowledged that it has been a very helpful tool for students already. **A motion to approve a sponsorship to the Expertise Project in the amount of \$75,000, subject to review by counsel, was made by J. Genovese and seconded by K. Martin.** A. Lewis asked if a budget amendment for 2025 would be needed. S. Papale affirmed. S. Zogby confirmed that said amendment will be included in the motion. **The motion carried 7-0.**

Old Business

- Housing Policy Update – T. Fitzgerald shared what progress has been made on updating the housing policy so far, and shared that another 3-month extension on the sunset might be needed. He also shared that the revisions are intended to reflect the recommendations made in the County's housing study published earlier this year. J. Genovese shared that some of his staff are reviewing the proposed changes to the policy. D. Grow asked if the OCLDC currently has any housing policy in place. T. Fitzgerald responded no, but that it might be helpful to consider implementing one.

- AIS Inducement Resolution – T. Fitzgerald reminded the members that the project was approved last year, but that the sale of the building has not yet been completed. The process has slowed down due to an EDA project that includes the AIS building. An inducement extension may be needed since inducements are only good for one year. **D. Grow made a motion to extend the AIS Inducement Resolution for one year. K. Martin seconded the motion, which carried 7-0.**

Adjournment

With no further business, S. Zogby asked for a motion to adjourn. **Upon a motion by D. Grow, which was seconded by K. Martin, the meeting adjourned at 9:11 AM.**

Respectfully Submitted,
Tim Fitzgerald

Oneida County Industrial Development Agency
Notes to the Financial Statements
September 30, 2025

Balance Sheet:

1. The balance in cash & cash equivalents and investments is approximately \$1.273M; of this balance \$394K is in short-term CD's, \$7K is in the operating account, and the remaining cash is in interest bearing money market accounts, including the \$1M admin fee received from Chobani. The primary reason for the drastic change in current assets is due to the receipt of the \$1M Chobani admin fee.
2. We held \$591 from the Wolfsped PILOT due to an error in the tax rate used during the first and second quarters. The credit has been applied to Wolfsped's Q3 invoice, payment was received, and distribution of the PILOT funds occurred before September 30th, clearing the liability.
3. The \$1,000 commitment fees collected from the following for projects that have not closed as of the end of this month:
 1. National Building & Restoration Corporation (Received May 2024) -TBD
 2. Pennrose LLC/ Copper Village (received September 2024)- TBD
 3. Assured Information Security, Inc. (received October 2024)- TBD
 4. Chobani (received April 2025)- TBD
 5. NY Rome Old Oneida Solar, LLC (received June 2025) – TBD
 6. Lewis Brother's Construction - (received July 2025) - TBD
4. Fund balance decreased by 25% over the last 12 months

Budget Comparison Report (Income Statement):

1.	2/28/2025	All Seasonings	Admin & Commitment Fee	5,000.00
	3/1/2025	Lodging Kit Company	Admin & Commitment Fee	19,004.00
	5/2/2025	Chobani	Application Fee	500.00
	5/31/2025	Solitude Solar	Commitment Fees (Old Projects)	1,000.00
	5/31/2025	Park Grove	Commitment Fees (Old Projects)	1,000.00
	6/17/2025	NY Rome Old Oneida Solar	Application Fee	5,000.00
	6/17/2025	Stark Truss	Admin & Commitment Fee	21,373.00
	7/1/2025	126 Business Park LLC	Application Fee	500.00
	7/9/2025	Lewis Brothers Construction	Application Fee	500.00
	8/1/2025	126 Business Park LLC	Admin & Commitment Fee	24,759.00
				<u>78,636.00</u>

- 126 Business Park closed, and no new project applications were received in September.

2. The Placer AI software was a subscription expenditure in September, this was not a 2025 budgeted item.
3. Total expenses are under budget primarily because the special economic development contingency has not yet been expended

Other Significant Items to Note:

1. Per the PILOT terms, Wolfsped is billed quarterly each year; Q3 was received and distributed to the taxing jurisdictions before the end of September.

Oneida County Industrial Development Agency
Balance Sheet
September 30, 2025 and 2024

	Current Year	Prior Year
Assets		
Current Assets		
Cash and Cash Equivalents	1,273,264	415,208 ¹
Investments	393,541	377,539 ¹
Restricted Cash - PILOT Holdings	2,081	2,081 ²
PILOT Holdings	(2,081)	(2,081) ²
Accounts Receivable	2,500	3,813
Prepaid Expenses	27,155	3,589
Total Current Assets	1,696,459	800,150
Fixed Assets		
Furniture/Fixture/Eqpt	14,117	6,679
A/D-Furniture/Fixt/Eqpt	(6,803)	(6,679)
Total Fixed Assets	7,314	0
Total Assets	1,703,773	800,150
Liabilities & Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	2,759	1,019
Accrued Expenses	6,000	5,814
Deferred Revenue	1,006,000	7,000 ³
Total Current Liabilities	1,014,759	13,833
Total Liabilities	1,014,759	13,833
Net Assets		
Fund Balance	289,015	386,317 ⁴
Fund Balance-Board Restricted	400,000	400,000
Total Net Assets	689,015	786,317
Total Liabilities & Net Assets	1,703,773	800,150

Oneida County Industrial Development Agency
Budget Comparison Report
Current Period: 9/1/2025 - 9/30/2025
Budget Period: 1/1/2025 - 12/31/2025
With Comparative Periods Ending 9/30/2024 and 9/30/2023

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	9/30/2024	9/30/2023
Revenue						
Reimbursements	20	0	20	0	0	0
Interest Income	2,975	1,167	17,665	10,500	19,760	15,535
Lease Payments	0	5,208	63,250	46,875	58,500	56,250
PILOT Application / Admin Fees	0	24,167	78,636 ¹	217,500	202,995	108,373
Total Revenue	2,995	30,542	159,571	274,875	281,255	180,158
Expenses						
Business Expense	60	583	687	5,250	6,324	879
Contracted Service-Accounting	667	667	6,000	6,000	5,814	5,625
Contracted Services - Legal	850	850	7,650	7,650	7,650	7,650
Contracted Services- Other	355	542	3,196	4,875	3,196	1,523
Marketing- Contracted Services	0	792	1,002	7,125	1,952	6,330
Dues & Subscriptions	6,800	167	8,300	1,500 ²	1,250	1,250
Insurance - General	253	375	2,988	3,375	3,316	2,899
Special ED Projects Contingency	0	2,083	0	18,750 ³	0	93,750
Office Supplies & Expense	0	208	2,061	1,875	360	4,110
Seminars & Conferences	0	0	0	0	125	0
Service Fees	24,244	24,244	218,194	218,194	213,915	132,300
Total Expenses	33,228	30,510	250,078	274,594	243,902	256,316
Excess or (Deficiency) of Revenue Over Expenses (Before Depreciation)	(30,233)	31	(90,507)	281	37,353	(76,158)

Oneida County Industrial Development Agency
Statement of Cash Flows
For the Period Ending September 30, 2025

Cash Flows From (Used by) Operating Activities

Increase (Decrease) in Net Assets	\$ (97,303)
Adjustments for Noncash Transactions	
Depreciation and Amortization	7,314
(Increase) Decrease in Assets	
Accounts Receivable	1,313
Accounts Receivable-PILOTs billed	0
Investments	(16,001)
Prepaid Expenses	(23,565)
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	1,926
Deferred Revenue	999,000
Net Cash Flows From Operating Activities	<u>872,683</u>

Cash Flows From (Used By) Investing Activities

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

Cash Flows From (Used By) Financing Activities

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

Net Increase (Decrease) in Cash and Cash Equivalents 872,683

Cash and Cash Equivalents, Beginning of Period 415,208

Cash and Cash Equivalents, End of Period \$ 1,273,264

APPLICATION MEMO

TERMS OF FINANCIAL ASSISTANCE Board Summary – October 17, 2025

Company: **ProTrade Garages, LLC**

Description of Project: Purchase of property on NYS Route 233 in Westmoreland, and the construction of 15 storage garage units for commercial and industrial tenants.

Project Cost: \$ 1,754,228

ProTrade Garages, LLC proposes to build, on a 2.2-acre site in Westmoreland, a 15,000-square-foot garage facility geared towards commercial and industrial contractors. The plan entails fifteen 1,000 sq ft. heated bays, each with utility access, oversized overhead doors, and space for storing tools, equipment, and vehicles. The site will also feature a large parking lot designed specifically for trucks and trailers, which is often needed by the facility's proposed clientele. Among the intended clientele are construction contractors, electricians, plumbers, landscapers, and other tradespeople. While the proposed project will not create new direct jobs, it will enable the stability, growth, and success of other small businesses within Oneida County, and will help retain skilled labor in the region

Type of Facility: **Commercial/Industrial Storage**

Request for Financial Assistance

Mortgage recording tax exemption valued at \$ 9,000

Sales tax exemption valued at \$ 62,957

Affected Tax Jurisdictions: **Town of Westmoreland, Westmoreland Central School District, County of Oneida**

Obligations for Financial Assistance

Current FTEs to be retained at Facility: **0**

FTEs to be created at Facility: **0**

Occupancy rate: **80% within 1 year; 87% within 2 years**



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

<https://www.oneidacountyida.org/>

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 (\$5,000 for Solar applications) 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.

Project Name

Date of Submission

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: _____

1(b) Principal Address: _____

1(c) Telephone/Facsimile Numbers: _____

1(d) Email Address: _____

1(e) Secondary Email Address _____

1(f) Contact Person: _____

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) _____

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>	Percentage of <u>Ownership</u>
-------------	----------------	-----------------------------------

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

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

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: _____

Firm: _____

Address: _____

Telephone/Fax: _____

Email: _____

3(b) Applicant's Accountant

Name/Title: _____

Firm: _____

Address: _____

Telephone/Fax: _____

Email: _____

Business Description

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

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.

Reasons for Project

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

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

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?

6(d) Will the proposed project result in the Applicant or any project occupant moving from one area of the New York State to another area of the State or abandoning one or more facilities within the State

Yes No

Is the proposed project reasonably necessary to preserve the competitive position of the Applicant or project occupant in its respective industry?

Yes No

Is the proposed project reasonably necessary to discourage the applicant or project occupant from removing such other plant or facility to a location outside of New York State?

Yes No

6(e) If you answered YES to any of the questions in 6(d) above, 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 below.

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).

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.

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):

- | | | |
|--------------------------|--------------------------------|---|
| ☐ | Manufacturing | % |
| ☐ | Industrial Assembly or Service | % |
| ☐ | Back office operations | % |
| ☐ | Research and Development | % |
| ☐ | Technology/Cybersecurity | % |
| ☐ | Warehousing | % |
| ☐ | Commercial or Recreational | % |
| ☐ | Retail | % |

Add Housing Addendum	Residential housing (specify) _____	%
☐	Pollution Control (specify) _____	%
☐	Environmental (e.g., Brownfield) (specify) _____	%
Add Solar Addendum	Other (specify ie; renewable energy) _____	%

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).

Assistance Requested

Estimated Values

☐ **Fill-in** Real Property Tax Abatement (value of PILOT savings): \$ _____

☐ Mortgage Tax Exemption (.75%) \$ _____

Amount of mortgage: \$ _____ (**fill-in**)

☐ Sales and Use Tax Exemption ** (8.75%) \$ _____ (**Not available for solar**)

Value of goods/services to be exempted from sales tax: \$ _____ (**fill-in**)

☐ Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$ _____

**** TOTAL EXEMPTION ASSISTANCE REQUESTED:**

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:

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

7(c) School District:

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

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

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.***

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: _____

Construction completion: _____

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? _____ years

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

If Yes, which Empire Zone: _____

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.

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

Legal Name: _____

Address: _____

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.

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.

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

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

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.

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.

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

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.

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.

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

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

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.**

	Number of Jobs BEFORE Project	Location 1	Location 2	Location 3	Location 4	Location 5	
	Address in NYS						Total
	Full-Time Company						
	Full-Time Independent Contractors						
	Full-Time Leased						
A.	Total Full-Time BEFORE						
	Part-Time Company						
	Part-Time Independent Contractors						
	Part-Time Leased						
B.	Total FTE Part-Timers BEFORE						
C.	Total FTE BEFORE*						

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

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

*For **Total FTE AFTER** add full-time employees (line A) plus part-time employees that have been converted to FTE (line 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	Location 1	Location 2	Location 3	Location 4	Location 5	Total
A.	Full-Time						
B.	FTE Part-Timers						
C.	Total AFTER						

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

Provide Any Notes To Job Information Below

	Retained Jobs		Created Jobs	
SALARY AND BENEFITS	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	\$	%	\$	%
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$	%	\$	%

*** 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:

Part VIII: Estimated Project Cost and Financing

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

LAND Acquisition	\$	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$	
Existing Building(s) RENOVATION	\$	
NEW Building(s) CONSTRUCTION	\$	
Site preparation/parking lot construction	\$	
Machinery & Equipment that is TAXABLE	\$	
Machinery & Equipment that is TAX-EXEMPT	\$	
Furniture & Fixtures	\$	
Installation costs	\$	
Architectural & Engineering	\$	
Legal Fees (applicant, IDA, bank, other counsel)	\$	
Financial (all costs related to project financing)*	\$	
Permits (describe below)	\$	
Other (describe below) ie: solar decommissioning expense)	\$	
Other:	Cost:	Subtotal \$
1.		
2.		Agency Fee ¹ \$
3.		
4.		
5.		Total Project Cost \$

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

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

Permit/Other Information

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.

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: ----- \$ _____

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

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.----- \$ _____

Identify each Public state and federal grant/credit:

Comments:

Source \$

Source \$

Source \$

Source \$

Total Sources of Funds for Project Costs: \$

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 <u>Land</u> Assessment	Current <u>Building</u> Assessment	Current <u>Total</u> Assessment	Current <u>Total Taxes</u> Amount (\$)	Estimated <u>Post-Project</u> Assessment

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):

13(e) Address of Receiver of School Taxes:

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

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://dec.ny.gov/regulatory/permits-licenses/seqr>

- 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 SEQR 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 SEQR 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 SEQR review process is complete.

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.

13. The Applicant acknowledges receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. Applicant further acknowledges and understands that it has certain obligations as related thereto pursuant to Section 224-a(8)a) of the New York Labor Law.

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

Brett Hughes, being first duly sworn, deposes and says:

1. That I am the Member (Corporate Office) of ProTrade Garages, LLC (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.

Brett Hughes BMA

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury

this 12th day of October, 2025.

[Signature]
(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: Brett Hughes

Print Name: Nathan L Sedberry

Title: Notary Public

Date: 10-30-2025



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.

ProTrade Garages – Project Summary & Eligibility Review

I. Executive Summary

ProTrade Garages is building a 15,000-square-foot contractor garage facility on a 2.2-acre site in Westmoreland, NY. The plan includes 15 spacious (1000 sq ft), heated bays, each with utility access, oversized overhead doors, and ample space for storing tools, equipment, and vehicles. The site will also feature a large parking lot designed specifically for trucks and trailers, something many tradespeople need but rarely find.

These service-oriented businesses require functional, purpose-built space that traditional commercial or mini-storage options fail to provide. ProTrade Garages fills this gap with secure, modern workspace tailored to contractors, landscapers, electricians, and other trades. By addressing a critical shortage in the Mohawk Valley, the project will foster small business growth, support entrepreneurship, and help retain skilled labor in the region.

II. Intended Use (Non-Retail)

This facility is not intended for retail or consumer-facing businesses. Anticipated tenants include, but are not limited to:

- HVAC contractors
- Plumbing and electrical companies
- Landscaping and snow removal businesses
- General contractors and skilled trades
- Equipment storage and logistics providers

There will be no walk-in traffic or storefront retail operations. The space is designed exclusively to support the daily operations, storage, and equipment needs of service-based businesses.

III. Policy Alignment: Oneida County IDA Criteria

We've reviewed the Oneida County IDA's Uniform Tax Exemption Policy and believe our project fits well within the eligibility criteria guidelines. ProTrade Garages is a non-retail, service-oriented facility that provides essential workspace for local tradespeople. The site is currently underutilized, and this development represents a meaningful private investment of approximately \$1.5 million. Our goal is to support small business growth, retain skilled labor, and convert vacant land into a productive, tax-generating asset. There's currently nothing like this in the area, and we're ready to move forward with construction as soon as approvals are in place.

IV. Requested Support

We are seeking guidance on our eligibility and the associated costs to apply for the following benefits:

- Sales Tax Exemption on materials and construction costs
- Mortgage Recording Tax Exemption associated with project financing

We are not seeking PILOT (Payment in Lieu of Taxes) incentives at this time.

Thank you for your consideration,

Brett Hughes & Matthew Labella

ProTrade Garages, LLC

TOWN OF WESTMORELAND
JOINT ZONING BOARD OF APPEALS/PLANNING BOARD
100 Station Road
P.O. Box 310
Westmoreland, NY 13490

Date: 10/7/25

The Town of Westmoreland Joint Zoning Board of Appeals/Planning Board RESOLVED the

Site Plan Site Plan Modification Area Variance Use Variance Special Permit
application of:

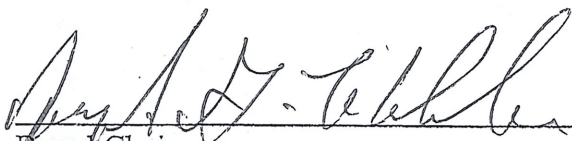
ProTrade Garages

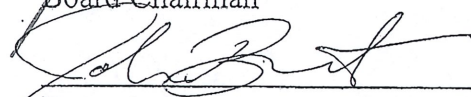
for a 300' L X 50' W X 16' H 15,000 Sq. Ft one story Facility that will contain 15-1,000 Sq. Ft
units to be used for Professional Trades Storage
be approved as submitted

If the above mentioned:

Site Plan Site Plan Modification Area Variance Use Variance Special Permit

is not in compliance, the application will be terminated. Furthermore, any modifications
or upgrades to the site plan of the above mentioned property must be reviewed and
approved by the Joint Zoning Board of Appeals/Planning Board before being instituted.



Board Chairman


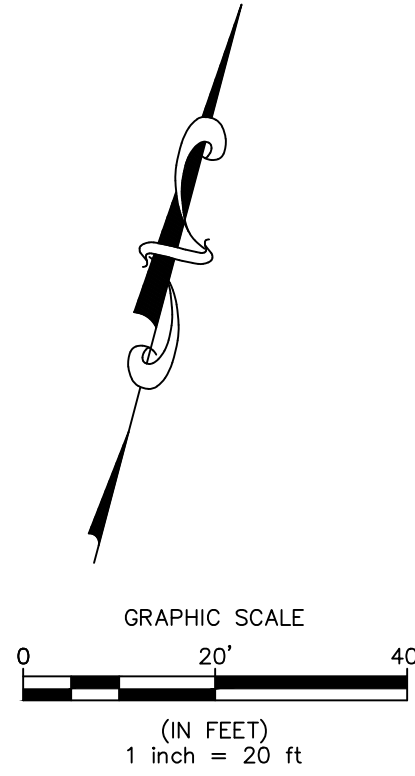
Property Owner

Renter/Leaser (if applicable)

NYS ROUTE 233



AREA OF DISTURBANCE = 1.33 AC AS SHOWN



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ANY LICENSEE WHO ALTERS THIS
DOCUMENT IS REQUIRED BY LAW TO
NOTATION "ALTERED BY" FOLLOWED
BY THE NAME OF THE LICENSEE
AND THE DATE OF THE ALTERATION.

PROJECT NO.

25-2381

DATE

22 JUL 2025

SCALE

1" = 20'

PREPARED BY:

NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SOUTH • DESIGN • ENGINEERING
110 FAYETTE STREET
MANHATTAN, NEW YORK 10013
email: MNAP@NAPCON.COM
PH: (315) 682-5580 FAX: (315) 682-5544

SHEET TITLE:

CONCEPTUAL LAYOUT PLAN

PROJECT TITLE:

**WESTMORELAND PROFESSIONAL
WAREHOUSE SPACE**

TOWN OF WESTMORELAND ONEIDA COUNTY, NY

PREPARED FOR:

BRETT HUGHES

SHEET

SK-2

Market Demand Summary & Tenant Interest Report

ProTrade Garages – Westmoreland, New York

Prepared for: Mohawk Valley EDGE / IDA Review

Date: 9/29/25

1. Executive Overview

ProTrade Garages is developing a purpose-built contractor workspace facility on Route 233 in the Town of Westmoreland, Oneida County, New York. This report summarizes the documented demand for the project based on market conditions and direct expressions of interest collected to date. While no formal feasibility study has been commissioned, available evidence strongly supports the need for this facility in the Mohawk Valley region.

Since August of this year, ProTrade Garages has received **14 qualified pre-leasing inquiries** from local businesses and independent contractors. These leads were generated prior to large scale paid marketing or public advertising, signaling existing unmet demand in the service area.

This document provides a formal overview of the service offering, target market, regional need, and verification of demand through aggregated data.

2. Project Description

The proposed facility will consist of leasable contractor bays designed specifically for tradespeople, small business operators, and equipment-based enterprises. Each unit will offer features not currently available within the mini-storage or oversized industrial leasing markets, including:

- Approximately 1,000 sq. ft. per unit
- 12' x 14' drive-in overhead doors
- 24/7 gated access with surveillance
- Sufficient electrical capacity for tools and machinery
- Secure and professionally managed environment

The Westmoreland site was selected for its proximity to I-90 and accessibility to contractors throughout Oneida County and surrounding areas.

3. Target Users & Service Profile

The facility is intended to serve:

- Contractors and tradespeople (e.g., electricians, plumbers, HVAC techs, carpenters, painters, roofers)
- Small business owners operating in service, maintenance, logistics, or specialty trades
- Equipment-based sole proprietors and multi-vehicle operators
- Serious hobbyists requiring workspace beyond residential or storage-unit capacity

These users often face limited workspace options that are either too small to accommodate vehicles and equipment or disproportionately expensive relative to their space needs.

4. Regional Market Need

Within Oneida County and the broader Mohawk Valley region, there is a demonstrated lack of appropriately sized and priced contractor workspace. Current alternatives generally fall into two categories:

1. **Mini-storage units** – insufficient size, no power capacity, and restricted access
2. **Industrial warehouse space** – oversized footprints, high rental costs, and inflexible lease terms

The increase in independent contractors, small-scale trades, mobile service operators, and equipment-based businesses has created an unmet need for intermediate-size workspace. Local economic development efforts have supported workforce growth in the building trades, creating further demand for space of this type.

Based on regional employment and small business registration data, there is a substantial and growing base of end-users who would utilize contractor bay facilities if made available in the region.

5. Evidence of Demand (Aggregated Lead Summary)

Since initiating pre-leasing outreach in August, ProTrade Garages has collected **14 qualified expressions of interest** from contractors, small businesses, and independent operators in the Mohawk Valley region.

Key characteristics of the aggregated leads include:

- **Number of leads:** 14
- **Geographic relevance:** All inquiries originated from businesses or individuals located within Oneida County or surrounding Mohawk Valley communities

- **Intended uses:**
 - Contractor business operations
 - Vehicle and equipment storage
 - Tool and inventory management
 - Light workshop or fabrication space
- **Lead generation:**

Interest has been generated through a combination of targeted outreach and limited paid advertising (including Facebook placements), rather than broad marketing or public campaigns

A confidential copy of the lead list is included separately as an attachment to this submission.

6. Market Gap & Competitive Landscape

Preliminary research and market observation show no existing facility in the region offering purpose-built contractor bays with both industrial-level features and small-space affordability. Industrial parks and warehousing options remain cost-prohibitive or oversized for most trades and independent operators. Meanwhile, storage facilities lack the infrastructure required for commercial use.

ProTrade Garages fills this niche by delivering professionally managed, secure, scalable workspace that aligns with the operational footprint of local service and construction businesses.

7. Pre-Leasing Projections

Based on the 14 collected leads and the early-stage nature of outreach, ProTrade Garages anticipates strong initial absorption of available bays. The project expects to convert a portion of these early inquiries into formal leases once construction milestones and leasing terms are finalized.

The level of interest achieved to date is considered above average for a project at this stage and serves as practical validation of demand.

8. Conclusion

The aggregated lead data, regional contractor demographics, and absence of comparable facilities demonstrate a clear market need for the ProTrade Garages development. While no third-party feasibility study has been commissioned, the organic interest from local businesses, combined with well-documented market conditions, validates the viability of this project.

A copy of the lead list has been provided as a separate confidential attachment to support this submission.

ProTrade Garages respectfully submits this report as evidence of demand for the proposed development and as support for financial assistance consideration.

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

7-Oct-25

Name of Applicant: ProTrade Garages LLC

Description of Project: Buildout of 15,000 SF of commercial/industrial
storage space to be leased contractors

Name of All Sublessees or Other Occupants of
Facility: _____

Principals or Parent of Applicant: Brett Hughes and Matthew Labella

Products or Services of Applicant to be produced
or carried out at facility: Storage garages for industrial/commercial
contractors

Estimated Date of Completion of Project: Apr-26

Type of Financing/ Structure: _____ Tax-Exempt Financing
_____ X _____ Taxable Financing
_____ _____ 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
_____ _____ Real Property Tax Abatement

C

Project Costs

Land Acquisition	\$ 180,000
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 1,555,500
Installation Costs	\$ -
Site Preparation/Parking Lot Construction	\$ -
Machinery & Equipment (other than furniture)	\$ -
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ -
Legal Fees (applicant, IDA, bank, other counsel)	\$ 10,000
Financial (all costs related to project financing)	\$ -
Permits	\$ -
Other	\$ -
Agency Fee	\$ 8,728
TOTAL COST OF PROJECT	\$ 1,754,228

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

0
0
0

Average Salary of these Positions

\$ -
\$ -
\$ -

Earnings Information for Oneida County

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

\$ -
\$ -
\$ 32,000

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

Construction Person Years of Employment:

20

Calculation of Benefits (3 Year Period)

		Total Earnings	Revenues
Direct Jobs	Created	\$ -	\$ -
	Existing	\$ -	\$ -
Indirect Jobs	Created	\$ -	\$ -
	Existing	\$ -	\$ -
Construction - only one year			
Person Years		\$ 640,000	\$ 27,200
TOTALS Calculation of Benefits (3 Yr Period)		\$ 640,000	\$ 27,200

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ -	\$ -
	Existing	0.36	\$ -	\$ -
Indirect Jobs	Created	0.36	\$ -	\$ -
	Existing	0.36	\$ -	\$ -
Construction - only one year	Person Years	0.36	\$ 230,400	\$ 22,464
TOTAL TAXABLE GOODS & SERVICES			\$ 230,400	\$ 22,464

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.

Tax Rate for School District where facility is located:	41.029066	Municipality Westmoreland 24-25 Westmoreland 2025 Oneida 2025
Tax Rate for Municipality where facility is located: Vill & Twn Combined	0	
Tax Rate for County:	12.149213	
Total Rate:	53.178279	
Real Property Taxes Paid:	\$ -	

COSTS: IDA BENEFITS

Real Property Taxes Abatement	\$ -
Mortgage Tax Abated (.75%)	\$ 9,000
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 62,956
Total:	\$ 71,956

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.

**Inducement Resolution
ProTrade Garages, LLC Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION APPOINTING PROTRADE GARAGES, LLC, THE PRINCIPALS OF PROTRADE GARAGES, LLC 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, ProTrade Garages, LLC, on behalf of itself and/or the principals of ProTrade Garages, LLC 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 2.2 acre parcel of vacant land located at [no number assigned] Route 233, Town of Westmoreland, Oneida County, New York (the “Land”); (b) construction on the Land of a 15,000± square foot garage containing 15 individual purpose-built contractor workspaces, each measuring 1,000 square feet, together with all infrastructure, parking lots, 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 supporting contractors, tradespeople, small business operators, and equipment-based enterprises (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 individual units within the Facility to service-based businesses to be identified from time to time (each a “Sublessee” and collectively, the “Sublessees”); 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 support of the Project in the form of exemptions from sales and use taxes and exemptions from mortgage recording taxes (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 \$62,957
- Mortgage recording tax exemption not to exceed \$9,000

WHEREAS, the nature of the Facility is such that it is not intended for any one Sublessee to create permanent employment at the Facility, but rather to allow a Sublessee to operate more efficiently in other locations in Oneida County and therefore the creation and/or retention of FTEs should not be the only metric that the Agency should consider as it reviews on an annual basis whether the Project is meeting its stated goals; and

WHEREAS, based upon representations made by the Company in the Application, the primary purpose of the Project is to fill a demonstrated demand for modern, functional space by providing an ancillary facility with flexible utility, which will allow service-based companies in Oneida County to operate more efficiently, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the "Project Obligation"), or else be subject to recapture or termination of Financial Assistance relating to the Project; and

WHEREAS, because the value of the proposed Financial Assistance is less than \$100,000, the Act does not require the Agency to conduct a public hearing prior to the granting of Financial Assistance; 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 Sublessees to maintain and expand their respective facilities in the County or is necessary to maintain the competitive position of the Company and/or the Sublessees in their respective industries; 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 has completed its environmental review and made 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 preserve the Company's and/or the Sublessee's competitive positions in their respective industries.

Section 2. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and among the Agency and the Company setting forth the undertakings of the Agency 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, (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 the Company upon mutually acceptable terms and conditions for 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 lease-leaseback transaction and (vii) payment by the Company 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 A** 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 law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback transaction.

Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback transaction.

Section 7. The Chairman of the Agency is hereby authorized and directed to distribute copies of this resolution to the Company and to the affected tax jurisdictions and 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.

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

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

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency"), with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on October 17, 2025 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:

EDGE Staff Present:

Others Present:

The question of the adoption of the foregoing resolution was duly put to vote, which resulted as follows:

Voting Aye

Voting Nay

and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and approved at such meeting.

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 _____ 2025.

Timothy Fitzgerald, Assistant Secretary

EXHIBIT A

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

_____, 2025

ProTrade Garages, LLC
4513 Brooks Boulevard
Marcy, New York 13413

RE: *Oneida County Industrial Development Agency Lease-Leaseback Transaction
(ProTrade Garages, LLC Facility)*

Ladies and Gentlemen:

Pursuant to a resolution duly adopted on October 17, 2025, the Agency appointed ProTrade Garages, LLC (the "Company") its agent in connection with a transaction in which the Agency will assist in (a) acquisition of a 2.2 acre parcel of vacant land located at [no number assigned] Route 233, Town of Westmoreland, Oneida County, New York (the "Land"); (b) construction on the Land of a 15,000± square foot garage containing 15 individual purpose-built contractor workspaces, each measuring 1,000 square feet, together with all infrastructure, parking lots, 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 supporting contractors, tradespeople, small business operators, and equipment-based enterprises (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 **"ProTrade Garages, LLC 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 Company 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) October 17, 2026, 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 \$62,957.00, provided, however, such value may be increased at the discretion of the Agency, upon the written request of the Company accompanied by a revised Project budget.

In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company may be subject to recapture of any and all sales and use tax exemptions if it is determined by the Agency that: (a) the Company or its subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales

and use tax exemption benefits; or (b) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or (c) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (d) the Company has knowingly made a material false or misleading statement, or knowingly omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance.

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:

PROTRADE GARAGES, LLC

By: _____
Name:
Title:



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
584 Phoenix Drive • Rome, New York 13441 315-
338-0393 • 800-765-4990 • FAX 315-338-5694
Email: info@mvedge.org • www.mvedge.org

October 7, 2025

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Re: Request for Agency Consent to Proposed EDGE Sublease to Indium
Premises at: Flex Space at Marcy Nanocenter Facility

Dear Agency Members:

Economic Development Growth Enterprises Corporation ("EDGE") is the fee owner of that certain 17.33± acre parcel of land located at 2049 Wafer Loop Way, Marcy, New York (the "Land") together with the 60,276± sq. ft. flex-space warehouse building (the "Flex Space Building") and other improvements (e.g. parking lot, driveways, etc.) situate thereon (the "Other Improvements"). The Land, the Flex Space Building and the Other Improvements are hereinafter collectively referred to as the "Flex Space Facility".

EDGE leased to Flex Space Facility to the Agency pursuant to a Lease Agreement dated as of December 1, 2024 (the "Lease Agreement"). The Agency leased the Flex Space Facility back to EDGE pursuant to a Leaseback Agreement dated as of December 1, 2024 (the "Leaseback Agreement"). The Lease Agreement, the Leaseback Agreement and the other transaction documents related thereto are hereinafter collectively referred to as to "Flex Space Facility Transaction Documents".

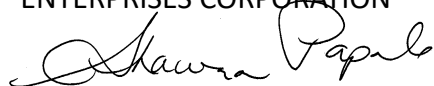
At present, EDGE subleases 40,656± gross sq. ft. of leasable space in the Flex Space Building to Semikron Danfoss LLC f/k/a Danfoss Silicon Power LLC to be used for warehousing purposes, which sublease was approved by the Agency, leaving 19,616± gross sq. ft. of vacant leasable space in the Flex Space Building (the "Vacant Space"). EDGE now desires to sublease the Vacant Space to The Indium Corporation of America, also for warehousing purposes (the "Indium Sublease").

The Flex Space Facility Transaction Documents provide that the Flex Space Facility "may not be subleased, in whole or in part, without the prior written consent of the Agency". In view of the foregoing, EDGE hereby requests that the Agency give its written consent to the proposed Indium Sublease, subject to the approval of Agency counsel.

If the Agency needs anything additional from EDGE in order to process this request, please advise the undersigned.

Sincerely,

ECONOMIC DEVELOPMENT GROWTH
ENTERPRISES CORPORATION

By: 
Shawna Papale
President

**Resolution Consenting to Sublease
(Flex Space Facility)**

Date: October 17, 2025

At a meeting of the Oneida County Industrial Development Agency (the “Agency”) held at 584 Phoenix Drive, Rome, New York 13441 on October 17, 2025, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Others Present:

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 license and sublease of a portion of the EDGE Flex Space Facility.

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

Voting Aye

Voting Nay

RESOLUTION CONSENTING TO THE LICENSE AND SUBLEASE OF A
PORTION OF THE EDGE FLEX SPACE FACILITY LOCATED IN THE TOWN
OF MARCY, ONEIDA COUNTY AND AUTHORIZING THE FORM AND
EXECUTION OF RELATED DOCUMENTS.

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, Economic Development Growth Enterprises Corporation, on behalf of itself and its principals (collectively, the "Company" and sometimes referred to as "EDGE"), or an entity to be formed on behalf of any of the foregoing previously applied to the Agency to enter into a transaction in which the Agency assists in construction of a 60,281± square foot single story Flex Space building including loading docks and all utilities and infrastructure to support the same (collectively, the "Improvements") on a 17± acre portion of a parcel of land situate at 2049 Wafer Loop Road in the Town of Marcy, Oneida County, New York (the "Land"); and acquisition and installation of furniture, fixtures and equipment in the Improvements (the "Equipment"), to provide adaptable logistics/warehousing space for supply chain companies for the purpose of supporting the semiconductor and advanced electronics industry and in furtherance of the master plan for the Marcy Nanocenter site (the Land, the Improvements and the Equipment is referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, the Company leases the Facility to the Agency pursuant to a Lease Agreement from the Company to the Agency (the "Lease Agreement") and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement from the Agency to the Company (the "Leaseback Agreement"); and

WHEREAS, the Company further subleases 40,705± square feet of the Facility to Danfoss Silicon Power LLC (the "Danfoss Sublessee") for its operation, to support the continued growth of the Danfoss Sublessee at the Quad C facility at SUNY Poly (the "Quad C Facility") pursuant to a Sublease Agreement between the Company and the Danfoss Sublessee (the "Danfoss Sublease Agreement"); and

WHEREAS, in furtherance of and in accordance with the nature of the Project, the Company intends to further sublease the remaining leasable square feet of the Facility to another user or users identified by EDGE from time to time relating to growing a regional ecosystem for the semiconductor and advanced electronic industry; and

WHEREAS, under the terms of the Leaseback Agreement the Agency must consent to the sublease of any portion of the Facility by the Company; and

WHEREAS, the Company has submitted to the Agency a request to consent to grant a license and sublease the remaining leasable square feet of the Facility (collectively, the "Sublease Consent") to The Indium Corporation of America ("Indium").

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, subject to the satisfaction of the conditions to sublease contained in the Leaseback Agreement and review by counsel of the form of the sublease agreement and the license agreement to confirm 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 such 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 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 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 6. 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 October 17, 2025 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.

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 October 17, 2025.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

ICA Holdings III, LLC
301 Woods Park Drive
Clinton, New York

October 8, 2025

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105
Attention: Shawna Papale, Executive Director

RE: CONFIDENTIAL – Subtenant Proposal to Oneida County IDA

Dear Ms. Papale:

As you know, ICA Holdings III, LLC (“**ICA Holdings III**”) and the Oneida County Industrial Development Agency (the “**Agency**”) are parties to that certain First Amended and Restated Leaseback Agreement dated as of November 15, 2022 (the “**Leaseback Agreement**”) relating to ICA Holdings III’s property at 301 Wood Park Drive, Clinton, New York 13323 (the “**Property**”). Pursuant to Section 6.3(a) of the Leaseback Agreement, ICA Holdings III hereby requests consent from the Agency to lease to the Manufacturers Association of Central New York (“**MACNY**”) approximately 1,825 square feet of office space in the first floor of the Property. The initial Term of the Lease is two (2) years, commencing on or about December 1, 2025, and MACNY has one (1) option to extend the Term for one (1) additional year. MACNY will use its leased space within the Property for general office purposes. The proposed insurance requirements of MACNY, as tenant under the lease, are provided in Exhibit A attached to this letter. The Indium Corporation of America (parent company of ICA Holdings III) is responsible for retaining 733 Full Time Equivalent employees at its multiple locations within Oneida County for the term of the Leaseback Agreement. ICA Holdings III is the party responsible for PILOT payments.

Please include our request for consent to this lease to MACNY on the agenda for the Agency’s October 17, 2025 meeting. Please let us know if you need anything further. Thank you.

Sincerely,



Michael R. McKenna
Vice President

cc: Robert P. Barrowman

Exhibit A

Tenant's Insurance Coverage

Tenant shall at its expense maintain the following insurance (the "**Tenant's Insurance**") at all times during the term of this Lease: (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on a per location basis, minimum limits of [\$1,000,000.00] per occurrence with [\$2,000,000] aggregate (or such higher amounts as Landlord shall from time to time determine); (b) Property Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering (i) all of the following (collectively, the "**Tenant's Property**"): Tenant's business and trade fixtures, Tenant logos and signage, equipment, movable partitions, furniture, merchandise and other personal property of Tenant within or on the Premises or any other part of the Building or Property, and (ii) any Leasehold Improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance as required by Law and in amounts as may be required by applicable statute and Employers Liability Coverage of at least \$1,000,000.00 per occurrence; and (d) Builders Risk/Completed Operations Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII and shall be properly licensed to do business in the state where the Property is located. All Commercial General Liability Insurance policies shall name Landlord (or its successors and assignees) and any other managing agent for the Building (or any successor), as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with reliable evidence of binding coverage for Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with access to the Premises, and thereafter as necessary to assure that Landlord always has current evidence of Tenant's Insurance. If Tenant breaches any of its obligations under this Section 12, Landlord may procure and maintain the Tenant's Insurance on Tenant's behalf and charge Tenant for all related costs and expenses (including without limitation, premium costs) as Additional Rent. Landlord shall have the right to reasonably modify the types of coverage and limits for the Tenant's Insurance from time to time during the Term based on prudent property management practices and/or Mortgagee requirements. All deductibles and self-insured retention amounts shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, delayed or conditioned.

**Resolution Consenting to Sublease
ICA Holdings III, LLC
(Indium Woods Park Drive) Facility**

Date: October 17, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on October 17, 2025, 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 ICA Holdings III, LLC (Indium Woods Park Drive) Facility.

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 ICA HOLDINGS III, LLC (INDIUM WOODS PARK DRIVE)
FACILITY LOCATED IN THE TOWN OF NEW HARTFORD, 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 acquisition and renovation of a three-story, 124,000± square foot office building and other site development work (the "Improvements") situated on a 13.5± acre parcel of land located at 301 Woods Park Drive, Town of New Hartford, Oneida County, New York (the "Land") and acquisition and installation of furniture, fixtures and equipment in the Improvements (the "Equipment"), all for the purpose of providing a corporate headquarters to support, expand and better utilize the current manufacturing facilities operated by the Indium Sublessee in Oneida County (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, the Agency leases the Facility to the Company pursuant to a First Amended and Restated Leaseback Agreement dated as of November 15, 2022 (the "Leaseback"); and

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

WHEREAS, the Company has submitted to the Agency a request to consent to sublease approximately 1,825 square feet of the Facility to the Manufacturer's Association of Central New York (the "Sublease Consent").

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, subject to the satisfaction of the conditions to sublease contained in the Leaseback Agreement and review by counsel of the form of the sublease agreement to confirm 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 such 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 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 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 6. 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 October 17, 2025 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.

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 October 17, 2025.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

October 6, 2025

Stephen R. Zogby
Chairman
Oneida County Industrial Development Agency
584 Phoenix Drive, Rome, NY 13441

Re: Request for Extension – Inducement Agreement for Copper Village Facility (the “Project”)

Dear Mr. Zogby,

On behalf of Copper Village 4% LLC and Copper Village 9% LLC (collectively, the “Company”), we respectfully request for an extension of the Inducement Agreement and Project Agreement dated September 5, 2024 (the “Agreement”), entered among the Oneida County Industrial Development Agency (the “Agency”) and the Company. As outlined in Section 4.04, the Agreement permits a twelve (12) month extension upon the Company’s written request, provided the request includes justification for the delay.

Since execution of the Agreement, the Company has diligently advanced the Copper Village Project, including submission of a 9% Low-Income Housing Tax Credit (LIHTC) application to New York State Homes and Community Renewal (HCR) in 2024. The 9% application was unsuccessful and was not awarded credits. The Company resubmitted a 9% application in HCR’s 2025 round for award in Spring 2026. We are also preparing a complimentary 4% application for submission this year also with an anticipated award in Spring 2026.

Given the continued progress toward securing financing and the ongoing collaboration with the City of Rome and project stakeholders, we respectfully request that the Agency extend the term of the Inducement Agreement for an additional twelve (12) months under the same terms and conditions set forth therein.

We appreciate the Agency’s continued support of this transformative, multi-phase affordable housing development and look forward to working together to bring the Copper Village vision to fruition. Please let us know if any additional information is required to process this request.

Sincerely,
Pennrose NY, LLC

Noah Freiberg,
Senior Developer

**Resolution Extending Project Inducement
Copper Village Facility**

Date: October 17, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency"), held at 584 Phoenix Drive, Rome, New York 13441 on October 17, 2025, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

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 extending the inducement of a certain industrial development facility more particularly described below (Copper Village Facility) and the leasing of the facilities to 2024 Copper Village 4% LLC and 2024 Copper Village 9% LLC.

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

RESOLUTION EXTENDING THE PROJECT INDUCEMENT WITH
RESPECT TO THE COPPER VILLAGE 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, 2024 Copper Village 4%, LLC and 2024 Copper Village 9%, LLC, on their behalf and/or their principals and/or an entity or entities formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a lease-leaseback transaction in which the Agency will assist in a multi-phase mixed-use community which consists of the acquisition of a 10.50± acre parcel of land located at 102 Baptiste Avenue, City of Rome, Oneida County, New York (the "Land"); construction on the Land of 250 one- to three-bedroom residential apartments and 10,000± square feet of commercial space in nine (9) buildings together with amenities, offices, parking, landscaping, sidewalks and related infrastructure to service the same (collectively, the "Improvements"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of providing affordable housing and amenities within the community and to enhance economic development and retain employment in the City of Rome and surrounding areas; and

WHEREAS, the first phase will be undertaken by Copper Village 9% and will consist of construction 68 units and commercial space (the "Copper Village 9% Improvements") situated on twenty parcels of land located on a portion of 102 Baptiste Avenue, a portion of [no number assigned] Baptiste Avenue, 309 – 311 Jane Street, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 338 and [no number assigned] Jane Street, 108, 110 and 112 – 114 Luquer Street (collectively, the "Copper Village 9% Land") and all equipment acquired and installed in the Improvements (the "Copper Village 9% Equipment," and together with the Copper Village 9% Land and Copper Village 9% Improvements, the "Copper Village 9% Facility"); and

WHEREAS, the second phase will be undertaken by Copper Village 4% and will consist of construction of 182 units and commercial space (the "Copper Village 4% Improvements") situated on four parcels of land located on a portion of 102 Baptiste Avenue, a portion of [no number assigned] Baptiste Avenue and 733 – 735 S. James Street (collectively, the "Copper Village 4% Land) and all equipment acquired and installed in the Improvements (the "Copper Village 4% Equipment, and

together with the Copper Village 4% Land and Copper Village 4% Improvements, the “Copper Village 4% Facility”); and

WHEREAS, the Agency adopted an inducement resolution on September 5, 2024 (the “Inducement Resolution”) and the parties entered into an Inducement Agreement and Project Agreement dated of even date (the “Inducement Agreement”); and

WHEREAS, on September 26, 2024 the Agency emailed notices to all affected taxing jurisdictions providing the date on which a public hearing would be conducted and enclosing a copy of the Agency’s Resolution that described the proposed Financial Assistance the Agency’s reasons for deviating from its Policy, and also providing the date and time of this meeting so that each may have the opportunity to comment on the proposed Financial Assistance; and

WHEREAS, the Inducement Agreement contains a provision that, if for any reason the lease-leaseback transaction does not close on or before twelve (12) months from the execution thereof, the Inducement Agreement shall terminate and be of no further force or effect unless extended by the parties; and

WHEREAS, the Company submitted a letter to the Agency explaining the reasons for the delay in closing and requesting an extension of the Inducement Agreement for a period of twelve (12) months to allow ample time to close the transactions (the “Project Inducement Extension”); 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 Project Inducement Extension 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) It is desirable and in the public interest for the Agency to grant the Project Inducement Extension; and

(e) The SEQRA findings adopted by the Agency on September 5, 2024 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.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) grant the Project Inducement Extension such that the Inducement Agreement is valid through September 5, 2026; and (ii) execute, deliver and perform an Agreement to Extend Inducement Agreement (the "Extension Agreement").

Section 3. The form and substance of the Extension Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 4.

(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 Extension Agreement, in the form satisfactory to the Chairman and Agency Counsel, 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 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

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 October 17, 2025 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.

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 October 17, 2025.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

**Authorizing Resolution
Economic Development Services Agreement**

Date: October 17, 2025

At a meeting of the Oneida County Industrial Development Agency, Oneida County, New York (the "Agency"), held at 584 Phoenix Drive, Rome, New York on October 17, 2025, the following members of the Agency were:

MEMBERS PRESENT:

EDGE STAFF PRESENT:

ALSO PRESENT:

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 an Economic Development Services Agreement with Oneida County Local Development Corporation.

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

RESOLUTION AUTHORIZING THE AGENCY TO ENTER INTO AN ECONOMIC DEVELOPMENT SERVICES AGREEMENT WITH ONEIDA COUNTY LOCAL DEVELOPMENT CORPORATION.

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 Oneida County Industrial Development Agency (the "Agency") was created for the following purposes: to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, renewable energy and recreation facilities including industrial pollution control facilities, educational or cultural facilities, railroad facilities, horse racing facilities, automobile racing facilities, renewable energy projects, and thereby advance the job opportunities, health, general prosperity and economic welfare of the People of the State of New York and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, pursuant to the purposes and powers contained within Section 1411 of the Not-for-Profit Corporation Law ("N-PCL") of the State of New York (the "State"), as amended (hereinafter collectively called the "Act"), and pursuant to the certificate of incorporation filed on July 7, 2010, the Oneida County Local Development Corporation ("OCLDC") was established as a not-for-profit local development corporation of the State for the purposes of, among other things, undertaking projects and activities within the Oneida County, New York (the "County") for the purpose of relieving and reducing unemployment in the County, bettering and maintaining job opportunities, carrying on scientific research for the purpose of aiding the County by attracting new industry to the County or by encouraging the development of, or retention of, an industry in the County, and lessening the burdens of government and acting in the public interest; and

WHEREAS, OCLDC is a public instrumentality of, but separate and apart from, the County; and

WHEREAS, the Agency wishes to request OCLDC provide certain services to the Agency to assist the Agency in achieving its public purposes, including but not limited to identifying opportunities in the County where the Agency can promote and develop business, commerce and industry and relieve the burden of County taxpayers by adding new and previously abandoned properties to the tax rolls (collectively, the "Economic Development Services"); and

WHEREAS, the Agency and OCLDC desire to enter into an agreement (the "Services Agreement") whereby OCLDC will provide the Economic Development Services to the Agency; and

WHEREAS, as compensation for the Economic Development Services, the Agency agrees to pay to OCLDC an initial fee of \$75,000.00 upon execution of the Services Agreement; and

WHEREAS, the Agency and OCLDC agree to review on a quarterly, semi-annual or annual basis (as the parties deem to be appropriate) the appropriate compensation for Economic Development Services provided by OCLDC.

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

Section 1.

(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) Entering into the Services Agreement will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) It is desirable and in the public interest for the Agency to enter into the Services Agreement with OCLDC.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) execute, deliver and perform the Services Agreement; and (ii) pay to OCLDC the initial fee of \$75,000.00.

Section 3. The Agency is hereby authorized to enter into the Services 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 action are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Services Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is 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 Services Agreement, in substantially the form 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, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Oneida County Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on October 17, 2025 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.

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 October 17, 2025.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Secretary

STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT- CY 2026 (this "Agreement"), dated as of **December** , **2025** is by and between **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION**, a New York not-for-profit corporation with its principal office at 584 Phoenix Drive, Rome, New York 13441 ("EDGE") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with its principal office at 584 Phoenix Drive, Rome, New York 13441 ("OCIDA"). EDGE and OCIDA are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, EDGE was formed and exists for the general purpose of promoting economic development primarily within the corporate limits of Oneida County, New York; and

WHEREAS, OCIDA was formed under Article 18 of the General Municipal Law as a public benefit corporation and exists for the general purpose of promoting economic development in Oneida County; and

WHEREAS, EDGE employs administrative personnel and support staff (collectively, the "Staff") who maintain an expertise in various matters relating to economic development; and

WHEREAS, OCIDA desires to avail itself of the Staff's expertise and services which the Staff can provide (collectively, the "Staff Services") upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **DESCRIPTION OF STAFF/STAFF SERVICES.** EDGE will assign various members of the Staff to perform Staff Services for and on behalf of OCIDA. Subject to OCIDA's approval, EDGE shall designate one of the Staff members to be the "primary" Staff member assigned to perform and/or coordinate the Staff Services. If OCIDA becomes dissatisfied with such designated staff member, EDGE shall designate a replacement staff member acceptable to OCIDA in its sole discretion. If EDGE fails to designate a staff member acceptable to OCIDA, OCIDA may terminate this Agreement upon 30 days written notice. The Staff Services to be performed by the Staff for and on behalf of OCIDA shall consist of general administrative and staff support services relating to economic development

within Oneida County and shall include, but not necessarily be limited to, those Staff Services more particularly described on **Exhibit A** annexed hereto and made a part hereof. The Staff shall perform the Staff Services at EDGE's principal office or at such other locations as EDGE deems necessary or desirable in order to discharge its obligations hereunder.

2. **EDGE'S RESPONSIBILITIES.** EDGE will recruit, interview, select, hire and assign those members of the Staff who, in EDGE's judgment, are best qualified to perform all EDGE work including, without limitation, the Staff Services. As the Staff's employer, EDGE will (a) maintain all necessary personnel and payroll records for the Staff, (b) calculate the Staff's wages and withhold taxes and other government-mandated charges, if any, (c) remit such taxes and charges to the appropriate government entity, (d) pay net wages and furnish benefits, if any, directly to the Staff, and (e) provide for such insurance coverage as may be required of it herein.

3. **STAFF ASSIGNED TO OCIDA.** Those members of the Staff assigned by EDGE to provide Staff Services for and on behalf of OCIDA pursuant to this Agreement shall at all times be deemed employees of EDGE. The Staff shall not be deemed employees of OCIDA for any purpose and shall not be entitled to participate in any OCIDA employee benefit plans including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not. EDGE will require all Staff members who are assigned to work on OCIDA projects and/or matters (collectively, the "OCIDA Projects/Matters") to acknowledge, in writing, the application of the terms of this Section. EDGE will endeavor to notify OCIDA prior to recruiting and/or hiring any person as a member of the Staff whom it anticipates will be assigned to work on OCIDA Projects/Matters.

4. **EDGE REPRESENTATION.** EDGE represents that the members of the Staff whom it assigns to OCIDA Projects/Matters will satisfactorily perform the Staff Services. If a particular member of the Staff does not perform such Staff Services to OCIDA's satisfaction, EDGE will arrange for said Staff member to be replaced by another Staff member within twenty (20) days after it receives notice from OCIDA that it is not satisfied with such Staff member's performance on OCIDA Projects/Matters. In those instances where OCIDA is dissatisfied with a particular Staff member's performance on OCIDA Projects/Matters, EDGE's replacement of such Staff member by another Staff member shall be OCIDA's sole and exclusive remedy.

5. **COMPLIANCE WITH LAWS.** In connection with its performance under this Agreement, EDGE will comply with all laws, regulations, and orders, to the extent applicable to EDGE including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act, and the Immigration Reform and Control Act.

6. **OCIDA's RESPONSIBILITIES.** OCIDA shall specify, in detail, to EDGE the OCIDA Projects/Matters, which OCIDA desires to have the Staff perform for and on its behalf, and shall set specific objectives and goals in connection therewith as set forth in Exhibit A. OCIDA shall furnish EDGE with such information, guidelines, reports and the like as may be reasonably necessary in order for EDGE to direct the Staff to effect and carry out their functions and responsibilities in connection with such OCIDA Projects/Matters. Should the OCIDA require any further project assistance or additional services they reserve the right to request those from EDGE at such time and modify this Agreement.

7. **SERVICE FEE** In consideration of the Staff Services to be furnished to OCIDA by EDGE hereunder during the Term, OCIDA shall pay a service fee (the "Service Fee") to EDGE in the amount of **THREE HUNDRED NINETEEN THOUSAND ONE HUNDRED NINETY NINE AND 00/100ths DOLLARS (\$319,199.00)**. The Service Fee shall be paid to EDGE within thirty (30) days after the date that EDGE presents an invoice therefor to OCIDA. EDGE shall invoice OCIDA on a monthly basis for the calendar year in twelve monthly installments of **TWENTY SIX THOUSAND FIVE HUNDRED NINETY NINE AND 92/100ths DOLLARS (\$26,599.92)**.

The Service Fee covers the Staff Services provided to OCIDA during the Term, including those set forth on **Exhibit A** annexed hereto, as well as that portion of EDGE's general office overhead allocable to the Staff Services provided to OCIDA.

The Service Fee does not include any out-of-pocket expenses incurred by EDGE in providing the Staff Services including, without limitation, the following: the costs of third-party service providers retained by EDGE to perform Staff Services for or on behalf of OCIDA including consultants, accountants and attorneys, the premiums for OCIDA's insurance coverage (i.e., liability, D&O, and property insurance), OCIDA's annual audit fees, reimbursements of interest costs and other fees, OCIDA's meeting expenses, collection costs on OCIDA loans, the costs of any annual or other contributions made by OCIDA to other organizations, the costs of special events attended or sponsored by OCIDA, NYS filing fees, safety deposit box fees, the cost of occupancy of space at 584 Phoenix Drive, Rome, New York 13441 by OCIDA, bank charges on OCIDA bank accounts, and any costs or expenses of an extraordinary nature. Notwithstanding anything to the contrary contained in this Agreement, EDGE shall not engage any third-party service provider to perform Staff Services for or on behalf of OCIDA or incur any out-of-pocket expense for Staff Services in excess of \$1000 (or aggregate out-of-pocket expenses in excess of \$2,500) without OCIDA's prior consent. EDGE shall bill OCIDA on a monthly basis for all out-of-pocket expenses incurred by EDGE in performing the Staff Services.

8. **TERM.** The term of this Agreement shall be for one (1) year commencing on **January 1, 2026** and ending on **December 31, 2026**, inclusive (the "Term"). This agreement shall automatically renew for additional and successive one (1) year terms (each one year renewal period, a "Renewal Term"), unless either party gives the other written notice of their intent not to renew at least ninety (90) days prior to the expiration of the current term. Both Parties reserve the right and agree to negotiate and enter into addendums in good faith to effectuate any changes to the service dates and/or fee amounts during or prior to any Renewal Term. Any such amendments are subject to approval by each party's governing body. Notwithstanding anything to the contrary herein contained, EDGE reserves the right to terminate this Agreement immediately if OCIDA fails to pay the Service Fee within thirty (30) days of its due date.

9. **DOCUMENTATION OF TIME WORKED.** EDGE shall arrange for the Staff to devote such time to OCIDA Projects/Matters as may be necessary or required, in EDGE's judgment, to properly, promptly and completely perform such OCIDA Projects/Matters in a good and workmanlike manner. EDGE shall maintain bi-weekly timesheets, and such other documentation as may be necessary to demonstrate the amount of time spent by the Staff on OCIDA Projects/Matters.

10. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, each Party hereto (each, individually, an "Indemnifying Party") shall indemnify the other Party hereto, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, or (iii) the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Agreement, or the Staff Services, except to the extent such Damages are directly caused by the breach of this Agreement, the negligence, unlawful act or omission, or intentional misconduct of the Indemnified Party or any person or entity for whom the Indemnified Party is legally responsible.

11. **INSURANCE.** Each Party shall obtain and maintain during the Term, at its own cost and expense, insurance against such risks and for such amounts as are customarily insured against by businesses of like type and size, including, but not limited to, the following coverages with the following limits of coverage:

- (a) Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease, death and property damage of not less than \$1,000,000, and an aggregate limitation of not less than \$2,000,000, which insurance shall include contractual liability insurance.
- (b) Business automobile liability insurance with limits of insurance not less than \$1,000,000 for each accident.
- (c) Such other policies of insurance as such Party shall be required by applicable law to obtain and provide.

In addition, EDGE shall obtain and maintain (i) fidelity bond insurance or other insurance covering employee dishonesty with limits of coverage of not less than \$1,000,000 and (ii) Workers' Compensation and Employer's Liability and State-mandated Disability Benefits Liability insurance covering all persons employed by EDGE, with the limits of insurance required by law.

Each Party's insurance shall be written by a company or companies licensed to do business in the State of New York and reasonably satisfactory to the other Party with a Best's rating of A or better and financial size category of at least Class VII, or such higher standard as the other Party shall reasonably require. Deductibles and terms and conditions of each Party's insurance shall be subject to the other Party's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction in coverage without giving the other Party at least thirty (30) days' prior written notice. To the extent commercially available, each party's liability insurance shall include contract liability coverage for the "indemnification" requirements set forth in Section 10 hereof.

Each Party's Commercial General Liability insurance policy and Business automobile liability insurance policy shall name the other Party as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). On the date hereof, each Party shall deliver to the other Party certificate(s) of insurance evidencing the required insurance coverages hereunder.

Each Party shall attempt to cause its property insurance carrier to agree to a waiver of subrogation. If any insurance policy cannot be obtained with a waiver of subrogation, or if one is obtainable only at additional cost, then the Party undertaking to obtain the insurance shall notify the other Party of such fact. The other Party shall have ten (10) business days after receipt of notice to (i)

direct the Party undertaking to provide insurance to place it with a company reasonably satisfactory to the other Party that will issue it with a waiver of subrogation at no greater cost, or (ii) agree to pay the additional premium. To the extent that the Parties obtain insurance with a waiver of subrogation, the Parties release each other from any claims for damages that are caused by or result from risks that such policies cover.

Each Party may provide any required insurance under a blanket policy.

12. **PERMITS AND LICENSES.** Each Party will maintain in effect during the Term of this Agreement any and all Federal, State, and/or local licenses and permits which may be required with respect to the respective business in which such Party is engaged.

13. **THIRD PARTY BENEFICIARIES.** Except as may be otherwise provided herein, this Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

14. **FORCE MAJEURE.** EDGE will not be responsible for any failure or delay in providing the Staff Services to OCIDA if such failure or delay is due to labor disputes and strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of EDGE.

15. **NOTICES.** All notices, consents, or other communications required or permitted from either Party to the other under this Agreement shall be in writing and shall be deemed received (i) upon actual receipt when personally delivered, (ii) upon acknowledgment of receipt if sent by facsimile, (iii) upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered mail, or (iv) upon the expiration of the first business day after being deposited with a nationally-recognized overnight courier service, pre-paid for next day delivery, addressed as follows:

If to EDGE:	Economic Development Growth Enterprises Corporation 584 Phoenix Drive Rome, New York 13441 Attn: Shawna Papale It's President
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If to OCIDA:	Oneida County Industrial Development Agency 584 Phoenix Drive Rome, New York 13441 Attn: s Stephen Zogby It's Chairman
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16. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the law of the State of New York, without reference to its choice of law rules or principles.

17. **SECTION HEADINGS.** The Section headings of this Agreement are for the convenience of the Parties only and shall in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties hereunder.

18. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

19. **ASSIGNMENT.** Neither EDGE nor OCIDA may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

20. **INDEPENDENT CONTRACTOR.** In its performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein may be construed to make EDGE an agent or partner of, or joint venturer with, OCIDA or make EDGE and OCIDA joint employers of the Staff.

21. **WAIVER OF JURY TRIAL.** Each Party hereby expressly waives any right to trial by jury for any action or proceeding brought under this Agreement and agrees that any action or proceeding hereunder shall be tried by a judge without a jury.

22. **FURTHER ASSURANCES.** Each Party hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

23. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in this Agreement, under no circumstance shall either Party have any liability whatsoever for consequential, incidental, special or punitive damages, howsoever claimed or arising and whether or not foreseeable.

24. **MISCELLANEOUS.** The Parties acknowledge and agree that OCIDA is managed by OCIDA's Members (the "OCIDA Members") and, to the

extent that the OCIDA Members delegated management duties to OCIDA's officers, OCIDA's officers. The Parties further acknowledge that nothing contained in this Agreement shall confer on EDGE any power or authority to manage OCIDA, which power and authority shall remain with the OCIDA Members and/or OCIDA's officers at all times. Without limiting the generality of the foregoing, the Parties acknowledge and agree that (a) the Staff Services shall be strictly administrative (rather than managerial) in nature, and (b) EDGE shall have no authority to execute contracts or agreements on OCIDA's behalf or otherwise bind OCIDA.

Nothing contained in this Agreement shall be deemed to make either Party an affiliate or sponsor of the other.

21. **ENTIRE AGREEMENT.** This Agreement (including **Exhibit A** annexed hereto) contains the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understanding, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized officers both parties.

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IN WITNESS WHEREOF, the parties have caused this Staff Services Agreement-**CY 2026** to be signed by their respective duly authorized officers as of the day and year first written above.

EDGE:

**ECONOMIC DEVELOPMENT GROWTH
ENTERPRISES CORPORATION**

By: _____
John Buffa
It's Chairman

OCIDA:

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Stephen Zogby
It's Chairman

EXHIBIT A

1. Actively promote, attract, encourage and develop job and business opportunities through utilization of the IDA program benefits solely or in conjunction with other economic development and packaging of proposals to prospective clients and/or business, and negotiations of deals that are to be acted upon by Oneida County Industrial Development Agency (OCIDA).
2. Comply with New York State requirements set forth for the governance and operation of the Oneida County Industrial Development Agency including all required reporting, monitoring, auditing.
3. Market the programs and benefits of OCIDA through written materials, presentation, website, press releases, and meetings with potential clients.
4. Assist OCIDA in obtaining title to any remaining real property that is to be conveyed to OCIDA pursuant to the Economic Development Conveyance Agreement, as amended, between the Air Force and OCIDA assist the County of Oneida in obtaining title to any remaining property that is to be conveyed by the Air Force to the County pursuant to the Public Benefit Conveyance Agreement between the Air Force and the County.
5. Provide all accounting and finance support for OCIDA, including administrative support for completion of necessary financial reports, coordinating the completion of financial audits, completes all other reports required by government funding agencies, and provides other financial information and analyses as requested by OCIDA. This includes the billing and remitting of PILOT payments which are due directly to OCIDA where an allocation agreement has been put in place, such as Family Dollar, Orgill, Cold Point Corporation, Sovena, and Wolfsped.
6. Assist OCIDA in the hiring of consultants, securing professional services, and in the development of requests for proposals and qualifications for feasibility studies, and securing A/E services for various projects.
7. Provide necessary staff and administrative support to OCIDA, its Audit and Governance Committees, and other committees established by OCIDA.
8. Provide such other services or staff support functions as may be requested by OCIDA from time to time.
9. Participate in IDA training and information events such as annual Economic Development Council, including following and monitoring any legislative trends and reports impacting IDAs.
10. Maintain and update as necessary the application documents of the OCIDA that would be distributed to potential applicants to the OCIDA.
11. The Primary Staff person is Tim Fitzgerald.