

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: January 8, 2026  
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet at **8:00 AM Friday, January 16, 2026**. Members of the public may listen to the Agency meeting via Microsoft Teams, by following the link: OCIDA Meeting | Meeting-Join | Microsoft Teams, 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 – December 12, 2025
3. Financial Review
4. Consider a SEQR resolution relating to the **Hangar Road 2 LLC** Facility. The City of Rome Planning Board acted as lead agency for the environmental review and the Agency wishes to concur with the findings of the lead agency.
5. Consider an inducement resolution relating to the **Hangar Road 2 LLC** Facility (i) granting preliminary approval for financial assistance in the form of sales tax exemptions (valued at \$645,730) and mortgage recording tax exemptions (valued at \$206,187), which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, (ii) making the finding that the project is reasonably necessary to discourage a project occupant from removing a facility to a plant outside of New York State and to preserve a project occupant's competitive position in its industry, and (iii) authorizing the Agency to conduct a public hearing.
6. Consider a resolution relating to the **Griffiss Local Development Corporation (Building 770-774)** Facility, consenting to a sublease and license to CUBRC, Inc. of all of Building 770 and a portion of Building 774, and authorizing the form and execution of related documents subject to counsel review.

Anthony J. Picente Jr.  
County Executive

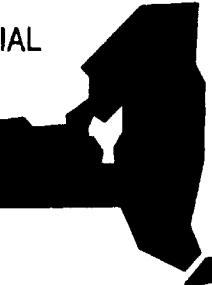
Shawna M. Papale  
Secretary/ Treasurer/  
Executive Director

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

7. Consider a resolution relating to the **Griffiss Local Development Corporation (Parcel F3A)** Facility, consenting to a license to Miron Construction Co, Inc. as general contractor for the Chobani project to grant access for heavy construction vehicles over Parcel 3A, and authorizing the form and execution of related documents subject to counsel review.

Next meeting date: **Friday, February 20, 2026** at 8:00 AM at 584 Phoenix Drive, Rome, NY.

**Minutes of the Meeting of the  
Oneida County Industrial Development Agency  
December 12, 2025  
584 Phoenix Drive, Rome, NY /Teams Meeting**

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

**EDGE Staff Present:** Shawna Papale, Tim Fitzgerald, Marc Barraco, Mark Kaucher, Julie Daskiewich, and Rachel Hadden.

**Others Present:** Tyler Clemens, Atlantic Testing Laboratories.

**Others Present Virtual:** Jenna Peppenelli, Levitt & Gordon; Laura Ruberto and Linda Romano, Bond, Schoeneck & King.

S. Zogby called the meeting to order at 8:20AM.

**Minutes – November 18, 2025**

S. Zogby presented the draft November 18, 2025, meeting minutes for review. **J. Genovese moved to approve November 18, 2025, meeting minutes as presented. A. Lewis seconded the motion, which carried 7-0.**

**Financial Review**

R. Hadden presented the October interim financial statements. No new application fees were received in November. Legal expenses are over budget due to services provided by Bond, Schoeneck & King regarding the Wolfspeed bankruptcy matter. Total expenses are under budget primarily because the special economic development contingency has not yet been expended. The CD project to distribute a portion of the \$1M Chobani admin fee is underway. The four banks that the Chobani admin fee will be distributed to are First Source, Bank of Utica, Adirondack Bank, and M&T Bank. **The Agency received and accepted the interim financials as presented, subject to audit.**

**ProTrade Garages Facility- Authorizing Resolution**

S. Zogby introduced a final authorizing resolution relating to the ProTrade Garages Facility, authorizing 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 and approving the form and execution of related documents. **J. Genovese made a motion to approve the ProTrade Garages Facility Authorizing Resolution, as presented, D. Grow seconded the motion, which carried 7-0.**

**B240 LLC (Air City Lofts Phase 5) Facility- Authorizing Resolution**

S. Zogby introduced a resolution relating to the B240 LLC Air City Lofts Phase 5 Facility, authorizing financial assistance in the form of exemptions from sales tax (valued at \$169,785), exemptions from mortgage recording tax (valued at \$40,907) and reduction of real property tax for a period of 10 years (valued at \$712,100), which financial assistance is consistent with the Agency's Housing Policy and approving the form and execution of related documents, subject to counsel review. The Agency conducted a public hearing on December 2, 2025. S. Zogby pointed out that there were no issues or comments made at the meeting. **J. Genovese made a motion to approve the B240 LLC Air City Lofts Phase 5 Authorizing, as presented. K. Martin seconded the motion. The motion carried 7-0.**

### **Chobani LLC Facility – Supplemental Resolution**

S. Zogby directed the Members' attention to the Chobani LLC Facility. An amendment to the Application for Financial Assistance has been received, which revises the description of the "Facility." This discussion was tabled at last month's meeting, to be discussed at this month's meeting. L. Romano says everything looks good. And the amendments were approved by the City of Rome. **J. Genovese made a motion to approve the Chobani LLC Facility Supplemental Resolution as presented. K. Martin seconded the motion. The motion carried 7-0.**

### **Chobani LLC Facility – Supplemental SEQR Resolution**

The County of Oneida is lead agency and reviewed the impacts of the changes in project scope, and the Agency wishes to adopt the findings of the lead agency. **T. Reed made a motion to approve the Chobani LLC Facility Supplemental SEQR Resolution as presented. A. Lewis seconded the motion. The motion carried 7-0.**

### **Woodhaven Ventures, LLC – Resolution**

S. Zogby introduced a resolution relating to the refinancing of the Woodhaven Ventures, LLC facility, authorizing the Agency to mortgage its leasehold interest to the lender, extending previously authorized and unused financial assistance to the transaction, and authorizing the form and execution of related documents, the company is not requesting any benefits. **J. Genovese made a motion to approve a resolution of the Woodhaven Ventures LLC. A. Lewis seconded the motion, which carried 7-0.**

### **Executive Session**

**Executive session started at 8:27AM. J. Genovese made a motion to enter executive session, K. Martin seconded the motion, which carried 7-0.**

**Executive session ended at 9:03AM. J. Genovese made a motion to exit executive session; F. Armstrong seconded the motion which carried 7-0.**

### **Adjournment**

S. Zogby asked for a motion to adjourn. **Upon a motion by J. Genovese, which was seconded by D. Grow, the meeting adjourned at 9: 03AM.**

Respectfully Submitted,  
Julie Daskiewich

# Oneida County Industrial Development Agency

## Notes to the Financial Statements

December 31, 2025

### Balance Sheet:

1. The balance in cash & cash equivalents and investments is approximately \$1.972M; of this balance \$1.146K is in short-term CD's, the remaining cash is in interest bearing money market accounts.
2. The Sovena Rome City School District for 2025 makes up the majority of accounts payable, checks were cut in 2026
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. Lewis Brother's Construction - (received July 2025) – TBD
  6. Protrade Garages LLC – (received October 2025) – TBD
  7. B240 LLC – (received October 2025) – TBD

\*Please note that the \$1M Chobani Admin Fee was placed into deferred revenue until the project closes

4. Fund balance decreased by 53% over the last 12 months, primarily due to lack of PILOT Admin revenue received

### 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
	10/21/2025	Protrade Garages LLC	Application Fee	500.00
	10/21/2025	B240 LLC	Application Fee	500.00
	12/12/2025	NY Rome Old Oneida Solar	Admin & Commitment Fee	45,047.00
				<b>124,683.00</b>

- **NY Rome Old Oneida Solar closed in December**
- 2. Legal expenses are over budget due to services provided by Bond, Schoeneck & King regarding the Wolfspeed bankruptcy matter, along with the company's policy document review that was preformed for \$10K
- 3. Total expenses are over budget due to legal and the special contingency line which includes the \$75K reimbursable sponsorship involving Fulton County Center for Regional Growth's "MVREDC Catalyst Project for Workforce Development" that was passed in the October board meeting.

### Other Significant Items to Note:

The CD project to distribute \$750K of the Chobani admin fee is near completion. Below are the four banks that the Chobani admin fee have been distributed to:

1. **First Source** - confirmed terms for a 12-Month 4% CD for \$275K, we are in the process of opening the account for the CD, waiting on bank to confirm company account information.
2. **Bank of Utica** – confirmed terms for a 9-Month 3.94% CD for \$225K, account was opened 12/22/25.
3. **Adirondack Bank** – confirmed terms for a 6-Month 3.10% CD for \$125K, account was opened 12/22/25.
4. **M&T Bank** – confirmed terms for a 3-Month 3.00% CD for \$125K, account will be opened by 1/16/26

**Oneida County Industrial Development Agency**  
**Balance Sheet**  
**December 31, 2025 and 2024**

	<u>Current Year</u>	<u>Prior Year</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	825,532	340,626 1
Investments	1,146,474	381,844 1
Restricted Cash - PILOT Holdings	2,081	2,081
PILOT Holdings	(2,081)	(2,081)
Accounts Receivable	12,320	69,389
Prepaid Expenses	1,458	7,044
<b>Total Current Assets</b>	<u>1,985,784</u>	<u>798,904</u>
<b>Fixed Assets</b>		
Furniture/Fixture/Eqpt	14,117	6,679
A/D-Furniture/Fixt/Eqpt	(7,175)	(6,679)
<b>Total Fixed Assets</b>	<u>6,942</u>	<u>0</u>
<b>Total Assets</b>	<u><u>1,992,726</u></u>	<u><u>798,904</u></u>
<b>Liabilities &amp; Net Assets</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable	398,588	2,759 2
Accrued Expenses	8,140	7,750
Deferred Revenue	1,009,000	8,750 3
<b>Total Current Liabilities</b>	<u>1,415,728</u>	<u>19,259</u>
<b>Total Liabilities</b>	<u><u>1,415,728</u></u>	<u><u>19,259</u></u>
<b>Net Assets</b>		
Fund Balance	176,998	379,645 4
Fund Balance-Board Restricted	400,000	400,000
<b>Total Net Assets</b>	<u><u>576,998</u></u>	<u><u>779,645</u></u>
<b>Total Liabilities &amp; Net Assets</b>	<u><u>1,992,726</u></u>	<u><u>798,904</u></u>

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

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	12/31/2024	12/31/2023
<b>Revenue</b>						
Reimbursements	0	0	20	0	0	0
Interest Income	2,139	1,167	27,015	14,000	26,007	24,861
Lease Payments	0	5,208	63,250	62,500	60,500	57,750
PILOT Application / Admin Fees	45,047	24,167	124,683 <sup>1</sup>	290,000	293,713	108,373
<b>Total Revenue</b>	<b>47,186</b>	<b>30,542</b>	<b>214,968</b>	<b>366,500</b>	<b>380,220</b>	<b>190,984</b>
<b>Expenses</b>						
Business Expense	40	583	2,174	7,000	6,380	4,649
Contracted Service-Accounting	807	667	8,140	8,000	7,750	7,500
Contracted Services - Legal	11,715	850	24,766 <sup>2</sup>	10,200	10,200	10,200
Contracted Services- Other	79	542	3,985	6,500	4,262	2,216
Marketing- Contracted Services	0	792	1,002	9,500	1,952	8,330
Dues & Subscriptions	0	167	1,500	2,000	3,750	1,250
Insurance - General	390	375	4,567	4,500	4,421	4,011
Special ED Projects Contingency	75,000	2,083	75,000 <sup>3</sup>	25,000	25,000	125,000
Office Supplies & Expense	0	208	5,061	2,500	480	480
Seminars & Conferences	0	0	0	0	125	2,625
Service Fees	24,244	24,244	290,925	290,925	285,220	176,400
<b>Total Expenses</b>	<b>112,274</b>	<b>30,510</b>	<b>417,119</b>	<b>366,125</b>	<b>349,540</b>	<b>342,661</b>
<b>Excess or (Deficiency) of</b>						
<b>Revenue Over Expenses (Before Depreciation)</b>	<b>(65,088)</b>	<b>31</b>	<b>(202,151)</b>	<b>375</b>	<b>30,680</b>	<b>(151,677)</b>

**Oneida County Industrial Development Agency**  
**Statement of Cash Flows**  
**For the Period Ending December 31, 2025**

<b>Cash Flows From ( Used by) Operating Activities</b>	
Increase (Decrease) in Net Assets	\$ (202,647)
<b>Adjustments for Noncash Transactions</b>	
Depreciation and Amortization	496
<b>(Increase) Decrease in Assets</b>	
Accounts Receivable	57,069
Accounts Receivable-PILOTs billed	0
Investments	(764,630)
Prepaid Expenses	5,587
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	396,220
Deferred Revenue	1,000,250
<b>Net Cash Flows From Operating Activities</b>	<u>492,343</u>
 <b>Cash Flows From (Used By) Investing Activities</b>	
Capital Expenditures	(7,438)
<b>Net Cash From (Used by) Investing Activities</b>	<u>(7,438)</u>
 <b>Cash Flows From (Used By) Financing Activities</b>	
Repayments of Long Term Debt	0
Proceeds from Long Term Debt	0
<b>Net Cash Flows (Used by) Financing Activities</b>	<u>0</u>
 <b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	484,905
 <b>Cash and Cash Equivalents, Beginning of Period</b>	340,626
 <b>Cash and Cash Equivalents, End of Period</b>	<u><u>\$ 825,532</u></u>

## APPLICATION MEMO

### TERMS OF FINANCIAL ASSISTANCE Board Summary – January 16, 2026

Company: Hangar Road 2 LLC

Description of Project: Construction of a +/-102,000 SF office building on a ~7.425 acre Hangar Rd.

Project Cost: **\$ 36,655,219**

**Hangar Road 2 LLC** proposes to build a 102,000 SF, three-story steel-frame office building for a single tenant on a 7.425-acre site on the Griffiss Business & Technology Park. The land closing is anticipated by February 2026, and the project was approved by the Rome Planning Board on January 6th. The development will include approximately 408 on-site parking spaces to support the projected employee base. As part of the project, an overhead power line will be relocated underground within the right-of-way. All other utility connections will be made to existing infrastructure located along the site frontage.

The tenant for this development is currently operating from a facility in Oriskany. Its existing lease expires in 2028, & due to corporate directives, they will be vacating that facility at the end of the lease term. The tenant has evaluated multiple relocation options both within & outside the county. The proposed facility at Griffiss is one of several locations under consideration. Without a viable, cost-competitive alternative within the county, there is a risk that the tenant could relocate operations elsewhere. The proposed project will retain the tenant's current workforce in Oneida County.

Type of Facility: Commercial/Back Office

#### Request for Financial Assistance

Mortgage recording tax exemption valued at \$ 206,186.47

Sales tax exemption valued at \$ 645,729.26

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

#### Obligations for Financial Assistance

Current FTEs to be retained at Facility: **400**

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

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



---

## 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](mailto:spapale@mvedge.org)

**Please submit the signed and notarized completed application (Pages 1-28 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.**

Hangar Road Office Building 2

Project Name

1/8/26

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 your 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:

Hangar Road 2 LLC

1(b) Principal Address:

18 Division St Suite 401

Saratoga Springs NY 12866

1(c) Telephone/Facsimile Numbers:

518-584-9007

1(d) Email Address:

amber@bonaciodev.com

1(e) Secondary Email Address

aaron@bonaciomgmt.com

1(f) Contact Person:

Amber Mathias

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) New York

**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.

Name	Address	Percentage of Ownership
SBJB Management LLC	18 Division St. Suite 401 Saratoga Springs NY 12866	
Alfio "Sonny" Bonacio Jr.	18 Division St. Suite 401 Saratoga Springs NY 12866	50%
JCMP Holdings HR2, LLC	221 North Main St. Mechanicville NY 12118	50%

See attached confidential org chart

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

Hangar Road Rome LLC - 18 Division Street Saratoga Springs NY 12866

**Applicant's Counsel and Accountant****3(a) Applicant's Attorney**

Name/Title: Vincent J DeLeonardis Esq.

Firm: General Counsel - Bonacio

Address: 18 Division St. Suite 401 Saratoga Springs NY 12866

Telephone/Fax: 518-584-9007

Email: vincentd@bonacioconst.com

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

Name/Title: William Jeffreys

Firm: CMJ, LLP

Address: 276 Dix Avenue

Queensbury NY 12804

Telephone/Fax: 518-798-3330

Email: wjeffreys@cmjllp.com

**Business Description**

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

Real Estate Development

## 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.

Hangar Road 2 LLC proposes to develop a 102,000 SF, three-story office building for a single tenant on Parcel 224-01-03.1, a 7.425-acre site to be conveyed as vacant land. The land closing is anticipated by February 2026. The project is scheduled for Planning Board review on January 6th. Pending site plan approval and approval of IDA assistance for sales and mortgage recording tax abatement, construction is expected to commence as early as March 2026.

The development will include approximately 408 on-site parking spaces to support the projected employee base. The facility will be utilized for office and employee training functions, supporting continued economic investment and job activity within the region.

### Reasons for Project

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

We are undertaking this project to accommodate the tenant's need to relocate their current office in accordance with their corporate initiative. The tenant has committed to a 12-year lease, demonstrating a long-term investment in the site. This relocation will allow the tenant to maintain operations within the county, retain its workforce locally, and support continued economic activity in the region.

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

Over the past decade, commercial occupancy in Rome, in particular within Griffiss Park, has continued to grow with the increased demand from tenants seeking to locate or expand on the base. While this market strength is positive for continued regional investment, significant increases in construction costs, including labor and materials, combined with the impact of elevated interest rates on project financing, have created challenges to initiating new development.

To advance this project, IDA participation is essential. Sales and mortgage recording tax abatements will help offset these rising costs, allowing the project to remain financially viable and within the necessary development parameters. IDA support will enable the timely commencement of construction and ensure that this investment can move forward to deliver jobs, expand the commercial tax base, and sustain growth within Griffiss Park.

**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:

N/A

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

IDA assistance is a necessary component of the project's financial structure. Current market conditions, including substantial increases in construction costs and elevated interest rates have created a funding gap that cannot be absorbed within the project budget or passed through to the tenant. The requested sales and mortgage recording tax abatements are essential to closing this gap and ensuring the viability of the development. Without this support, the project would not be financially feasible and would be unable to move forward.

**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.

The tenant currently operates from a facility in Oriskany, New York, within Oneida County. The existing facility no longer meets the tenant's long-term operational needs, and the tenant's lease expires in 2028, at which time the tenant will be required to vacate pursuant to corporate directives. As a result, the tenant has evaluated alternative locations both within and outside Oneida County.

The proposed facility at Griffiss is one of several locations under consideration. IDA assistance through sales and mortgage tax abatements is necessary to preserve the tenant's competitive position by enabling a cost-effective, modern facility that supports efficient operations. Without such assistance, the tenant's ability to remain competitive within the County would be diminished, increasing the risk that operations could relocate elsewhere.

Securing this project at Griffiss will allow the tenant to retain its existing workforce, preserve jobs, and maintain the associated economic activity and tax base within Oneida County.

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).

The managing member of this entity is also a managing member of B240 LLC and Hangar Road Rome LLC both of which have secured OCIDA benefits for multiple projects in Rome NY.

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.

Yes - B240 LLC secured OCIDA benefits in November 2025

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):

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

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

	%
	%
100	%
	%
	%
	%
	%
	%

Id Housing Addendum  Residential housing (specify) \_\_\_\_\_  %

Pollution Control (specify) \_\_\_\_\_  %

Environmental (e.g., Brownfield) (specify) \_\_\_\_\_  %

dd 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).

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input type="checkbox"/> <b>Fill-in</b> Real Property Tax Abatement (value of PILOT savings): \$ _____	
<input checked="" type="checkbox"/> Mortgage Tax Exemption (.75%) \$ <u>206,186.47</u>	
Amount of mortgage: \$ <u>27,491,529</u> <b>(fill-in)</b>	
<input checked="" type="checkbox"/> Sales and Use Tax Exemption ** (8.75%) \$ <u>645,729.26</u>	(Not available for solar)
Value of goods/services to be exempted from sales tax: \$ <u>7,379,763</u> <b>(fill-in)</b>	
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$ _____	

\*\* **TOTAL EXEMPTION ASSISTANCE REQUESTED:** \$ 851,916

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:

212 Hangar Rd

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

Rome NY

7(c) School District:

City of Rome

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

Military Base Facility - Had been abandoned and was in disrepair. Building on site has been demolished

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

GB- RL

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.***

Hangar Road 2 LLC proposes to develop a 102,000 SF, three-story steel-frame office building for a single tenant on Parcel 224-01-03.1, a 7.425-acre site to be conveyed as vacant land. The land closing is anticipated by February 2026, and the project is scheduled for Planning Board review on January 6th. The development will include approximately 408 on-site parking spaces to support the projected employee base.

The site currently contains an overhead power line easement that traverses the parcel. As part of the project, this line will be relocated underground within the right-of-way. All other utility connections will be made to existing infrastructure located along the site frontage. No additional off-site or public infrastructure improvements are anticipated. Should any unforeseen requirements arise during the approval process, all related costs will be fully borne by the applicant as part of the development budget.

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: May 2026

Construction completion: February 2028

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:

Approval Notice included with this application

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? 40 years

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

If Yes, which Empire Zone: Rome 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:

Griffiss Local Development Corporation

Address:

584 Phoenix Drive

Rome NY 13441

Telephone:

315-338-0393

Balance of Mortgage:

N/A

Holder of Mortgage:

N/A

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.

Option Agreement will be attached - Confidential

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:

Name of Tenant	Floors Occupied	Sq. Ft. Occupied	Nature of Business

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.

N/A

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.

20

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.

Yes - Construction Employment, Tenant Employment (both new and retained), and Property Management Company employment

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	Tenant					Total
Full-Time Company						0
Full-Time Independent Contractors						0
Full-Time Leased	400					400
<b>A. Total Full-Time BEFORE</b>	400	0	0	0	0	400
Part-Time Company						0
Part-Time Independent Contractors						0
Part-Time Leased						0
<b>B. Total FTE Part-Timers BEFORE</b>						0
<b>C. Total FTE BEFORE*</b>	400	0	0	0	0	400

\*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						0
Full-Time Independent Contractors						0
Full-Time Leased	400					400
<b>A. Total Full-Time AFTER</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400</b>
Part-Time Company						0
Part-Time Independent Contractors						0
Part-Time Leased						0
<b>B. Total FTE Part-Timers AFTER</b>						0
<b>C. Total FTE AFTER *</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400</b>

\*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 JOBS CREATED within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
<b>A. Full-Time</b>	<b>400</b>					<b>400</b>
<b>B. FTE Part-Timers</b>						<b>0</b>
<b>C. Total AFTER</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400</b>

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

Provide Any Notes To Job Information Below

<b>SALARY AND BENEFITS</b>	<b>Retained Jobs</b>		<b>Created Jobs</b>	
	<b>Average Annual Salary per employee</b>	<b>Average Fringe Benefits (as a percentage of wages)</b>	<b>Average Annual Salary per employee</b>	<b>Average Fringe Benefits (as a percentage of wages)</b>
Management	\$ 125,000	30 %	\$ 125,000	30 %
Administrative	\$ 70,000	30 %	\$ 70,000	30 %
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$ 97,500	30 %	\$ 97,500	30 %

\*\*\* 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:

23- Construction  
 54 - Professional Services  
 81- Other

## Part VIII: Estimated Project Cost and Financing

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

LAND Acquisition	\$ 594,000	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$ 0	
Existing Building(s) RENOVATION	\$ 0	
NEW Building(s) CONSTRUCTION	\$ 21,093,600	
Site preparation/parking lot construction	\$ 2,876,400	
Machinery & Equipment that is TAXABLE	\$	
Machinery & Equipment that is TAX-EXEMPT	\$	
Furniture & Fixtures	\$	
Installation costs	\$	
Architectural & Engineering	\$ 912,000	
Legal Fees (applicant, IDA, bank, other counsel)	\$ 48,000	
Financial (all costs related to project financing)*	\$ 2,398,871	
Permits (describe below)	\$ 250	
Other (describe below) ie: solar decommissioning expense)	\$ 8,615,751	
Other:	Cost:	Subtotal \$ 36,538,872
1. Realtor Commissions	\$ 4,474,726	
2. Misc Operating / Management Exp	\$ 338,025	
3. Soft Costs & Contingency	\$ 3,803,000	
4.		Agency Fee <sup>1</sup> \$ 116,347
5.		
		<b>Total Project Cost \$ 36,655,219</b>

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

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

### Permit/Other Information

Site Plan Approval

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.

Pioneer Bank will be funding this project. Term Sheet is finalized. We will not have final commitment until Planning Board approval is completed, OCIDA benefits are awarded, Lease is executed, and Appraisal is completed.

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: ----- \$ 27,491,529

Equity (excluding equity that is attributed to grants/tax credits) -- \$ 9,163,689

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	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	

Total Sources of Funds for Project Costs: \$  36,655,218

**Part IX: Real Estate Taxes**

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

Tax Map Parcel #	Current Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount (\$)	Estimated Post-Project Assessment
224.000-1-3.1	\$ 148,500	\$ 0	\$ 148,500	\$ 0	\$ 5,101,774

**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.

## **Agency Fee Schedule**

**Application Fee:** \$500. Solar projects: \$5,000. Due at time of application submittal. Non-refundable if the applicant fails to close on the project with the Agency.

**Commitment Fee:** \$1,000. Due at time of application submittal; Upon closing with the IDA this amount is applied to the IDA Agency Fee.

**Bond Fee:**  $\frac{1}{2}$  of 1% of total bond amount

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

- Up to a \$1.0 Million project - \$5,000
- Above \$1.0 Million project up to \$10.0 Million project –  $\frac{1}{2}$  of 1% of total project cost.
- Above \$10.0 Million project –  $\frac{1}{2}$  of 1% of total project cost up to \$10.0 Million plus incremental increase of  $\frac{1}{4}$  of 1% of total project above \$10.0 Million.
- Any previously induced solar or renewable energy projects that have not yet proceeded to a final authorizing resolution, and are asking for an increase in benefits, will be subject to an Agency fee of one and one-half times the Agency's normal fee.

### **Transaction Counsel/Bond Counsel/Agency Counsel Fee:**

Set by Bond/Transaction Counsel based upon the nature and complexity of the transaction. This applies to bond and straight lease transactions.

Bond Counsel/Agency Counsel fees for bond transactions will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for straight lease transactions are typically \$13,000 to \$18,000 if no commercial financing is involved and \$18,000 to \$23,000 if commercial financing is involved. As fees can vary significantly depending on many variables, the applicant will receive an engagement letter with a fee quote based upon the scope of the project.

### **Annual Fee (Lease/Rent Fee):**

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

### **Other Fees:**

If Applicant requests the IDA enter into subsequent transactions following closing (i.e., a facility refinance), the IDA will charge a closing fee equal to 1/8 of one percent of the total reissuance, redemption, new or revised mortgage, refinancing, spreading agreement or other transaction with a minimum payment due of \$500. The Applicant will also be responsible to pay any legal fees and any bank or financial institution fees the IDA incurs in connection with said transaction, throughout the term of the Agency's involvement with the facility. The applicant is obligated to reimburse the Agency for all fees and expenses incurred by the Agency, Agency Counsel, and Bond Counsel, regardless of whether the transaction closes or not.

## Oneida County Industrial Development Agency

### Insurance Requirements Under Leaseback Agreement

#### Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Sublessees to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the building, equipment, completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency, the Company and the owner of the Facility (if the Company is not the owner) against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than \$5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:  
Premises and Operations  
Products and Completed Operations  
Contractual Liability  
Personal Injury Liability  
Broad Form Property Damage  
(including completed operations)  
Explosion Hazard  
Collapse Hazard  
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

(f) **Environmental/Pollution Liability Insurance** protecting the Agency, the Company and the owner of the Facility (if the Company is not the owner) against loss or losses from damages and liability arising from release of pollutants and environmental contamination with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 per claim/aggregate. This requirement will be waived upon presentation of evidence satisfactory to the Agency that neither the Facility nor the operations and activities of the Company or any occupant of the Facility present the potential for environmental liability exposure.

### Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies

evidencing the insurance required by Section 3.4(c) hereof shall name the Agency and the owner of the Facility (if the Company is not the owner) as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name as additional insured the Agency, Company and the owner of the Facility (if the Company is not the owner) on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies evidencing the insurance required by Section 3.4(f) shall name as additional insured the Agency, Company and the owner of the Facility (if the Company is not the owner) on a primary and non-contributory basis. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b), (c) and (f) shall contain waivers of subrogation in favor of the Agency. The policies under Section 3.4 (d) shall contain waivers of subrogation in favor of the Agency, the Company, and the Owner of the Facility (if the Company is not the owner).

(b) All policies or certificates (or binders) of insurance required by Section 3.4 shall be submitted to the Agency on or before the Closing Date or the date on which the Agency appoints the Company as its agent for making exempt purchases, whichever date is earlier; provided, however, that if the insurance required by Section 3.4(f) is to be provided by the general contractor, the Company will submit certificates to the Agency at the time the Company enters into a written agreement with the general contractor evidencing coverage is in effect on the date of said written agreement. Attached to the certificate(s) of insurance for liability policies shall be a copy of the additional insured endorsement. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

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

## 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.:  
Saratoga

Alia Bonacis Jr., being first duly sworn, deposes and says:

1. That I am the Managing Member (Corporate Office) of Hanger Road 2 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.

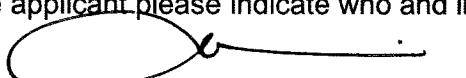
  
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 11 day of January, 2024

  
(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: 

Print Name: Amber Mathias

Title: Director of Project Dev.

Date: 1/8/24

**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.

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

Jan 7 2026

Name of Applicant: Hangar Road 2 LLC

Description of Project: Bldg 212-Hangar Rd. Office Building 2

Name of All Sublessees or Other Occupants of Facility: TBA  
Financial Services Back Office  
   
 

Principals or Parent of Applicant: Alfio Bonacio Jr.

Products or Services of Applicant to be produced or carried out at facility:    
 

Estimated Date of Completion of Project: Feb-28

Type of Financing/ Structure:   Tax-Exempt Financing  
  Taxable Financing  
 Sale/ Leaseback  
  Other

Type of Benefits being Sought by Applicant:   Taxable Financing  
  Tax-Exempt Bonds  
 Sales Tax Exemption on Eligible Expenses Until Completion  
 Mortgage Recording Tax Abatement  
  Real Property Tax Abatement

**Project Costs**

Land Acquisition	\$ 594,000
Existing Building(s) ACQUISITION	
Existing Building(S) RENOVATOIN	
NEW Building(s) CONSTRUCTION	\$ 21,093,600
Installation Costs	
Site Preparation/Parking Lot Construction	\$ 2,876,400
Machinery & Equipment (other than furniture)	
Furniture & Fixtures	
Architectural & Engineering	\$ 912,000
Legal Fees (applicant, IDA, bank, other counsel)	\$ 48,000
Financial (all costs related to project financing)	\$ 2,398,871
Permits	\$ 250
Other	\$ 8,615,751
Agency Fee	\$ 116,347
<b>TOTAL COST OF PROJECT</b>	<b>\$ 36,655,219</b>

Realtor commissions; Misc. Operating/mgt exp; soft costs&amp;con

**Assistance Provided by the Following:**

EDGE Loan:


MVEDD Loan:

Grants - Please indicate source &amp; Amount:

Other Loans - Please indicate source &amp; Amount:

**Company Information**

Existing Jobs 400  
Created Jobs FTE (over three years) 0  
Retained Jobs 400

**Average Salary of these Positions**

\$	97,500
\$	-
\$	97,500

**Earnings Information for Oneida County**

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

\$	97,500
\$	25,000
\$	32,000

Note: \$1,000,000 in construction expenditures generates 15 person - years of employment  
Construction Person Years of Employment: 120

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

	Total Earnings	Revenues
Direct Jobs		
Created	\$ -	\$ -
Existing	\$ 117,000,000.00	\$ 4,972,500.00
Indirect Jobs		
Created	\$ -	\$ -
Existing	\$ 75000000	\$ 3187500
Construction - only one year		
Person Years	\$ 3,835,200	\$ 162,996
<b>TOTALS Calculation of Benefits (3 Yr Period)</b>	<b>\$ 195,835,200</b>	<b>\$ 8,322,996</b>

**TAXABLE GOODS & SERVICES**

	Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs			
	Created Existing	36% 0.36	\$ - \$ 42,120,000.00
			\$ - \$ 4,106,700
Indirect Jobs			
	Created Existing	0.36 0.36	\$ - \$ 27,000,000.00
			\$ - \$ 2,632,500
Construction - only one year			
	Person Years	0.36	\$ 1,380,672
			\$ 134,616
<b>TOTAL TAXABLE GOODS &amp; SERVICES</b>			<b>\$ 70,500,672</b> <b>\$ 6,873,816</b>

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

		<b>Municipality</b>
Tax Rate for School District where facility is located:	36.785811447	Rome 25-26
Tax Rate for Municipality where facility is located:	21.2896232	Rome 2026
Tax Rate for County:	10.190723	Oneida 2026
Total Rate:	68.26615765	
Real Property Taxes Paid:	<b>\$ 1,856,839</b>	

**COSTS: IDA BENEFITS**

Real Property Taxes Abatement	\$ -
Mortgage Tax Abated (.75%)	\$ 206,186.47
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 645,729.26
Total:	\$ 851,915.73

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.

**Jeffrey M. Lanigan**

Mayor



**Rome Planning Board**

(C) Mark Esposito  
(VC) Joe Calandra  
Eric Gonzalez  
Brittany Fumarola  
David Smith

## **City of Rome Planning Board**

ROME CITY HALL, 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440-5815  
Telephone: (315) 339-7643 Fax: (315) 838-1167

---

January 7, 2026

Amber Mathias  
18 Division Street, Suite 401  
Saratoga Springs, NY 12866

Dear Ms. Mathias

At the regular meeting of the Rome Planning Board held on January 6, 2026, your request for site plan approval for the construction of approximately 102,000 sf three story office building with associated parking and utility connections was conditionally approved (5-0). A copy of the official Record of Decision is enclosed. The Board also issued a SEQR Negative Declaration for the project.

The Planning Board attached the following condition(s) to the approvals:

- Coordinate with NYSDOT regarding any comments on the submitted Traffic Impact Study (TIS)

Your next steps are as follows:

- Submit a digital copy of the approved site plan, including all required revisions, for stamping. This should include all final project drawings, including building elevations, and a cover sheet titled "final site plan". The cover sheet should list all included drawings, their sheet number, and date of final revision.

On behalf of the Board, we thank you for your cooperation and we look forward to the successful completion of the project.

Sincerely,

Garret S. Wyckoff  
Planner

Cc: James Rizzo, Office of the Corporation Counsel  
Joe Giuliano, Commissioner of Public Works

Mark Domenico, Chief Code Enforcement Officer  
Eric Seelig, City Clerk  
File



**CITY OF ROME PLANNING BOARD**  
ROME CITY HALL, 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440-5815  
Telephone: (315) 339-7643 Fax: (315) 838-1167  
www.RomeNewYork.com

**RECORD OF DECISION**

RECEIVED

2026 JAN -7 AM 8:52

CITY CLERK'S OFFICE  
ROME, NY

At a meeting held January 6th, 2026, The City of Rome Planning Board rendered a decision on an application before it for:

Site Plan Review  Preliminary Plat Review  Final Plat Review  Recommendation

At:

Property Address: 212 Hangar Road County Tax ID# : 224.000-1-3.1

On a Motion by:  Esposito  Calandra  Fumarola  Smith  Gonzalez

Seconded by:  Esposito  Calandra  Fumarola  Smith  Gonzalez

After a Vote of:

AYES:  Esposito  Calandra  Fumarola  Smith  Gonzalez

NAYS:  Esposito  Calandra  Fumarola  Smith  Gonzalez

ABSENTIONS:  Esposito  Calandra  Fumarola  Smith  Gonzalez

NOT PRESENT:  Esposito  Calandra  Fumarola  Smith  Gonzalez

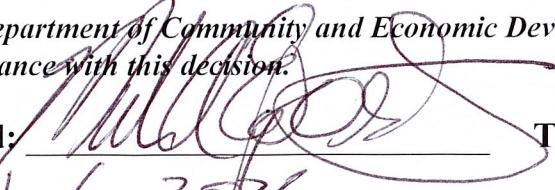
Approval is hereby:

Granted  Denied  Granted with Conditions

Applicable Conditions (attach additional sheets if necessary):

*(Coordinating with NYSDOT regarding any comments on the submitted traffic study)*

The Department of Community and Economic Development is hereby authorized to execute all documents in accordance with this decision.

Signed:  Title: Chair

Date: 1/6/2026

# ***Short Environmental Assessment Form***

## ***Part 1 - Project Information***

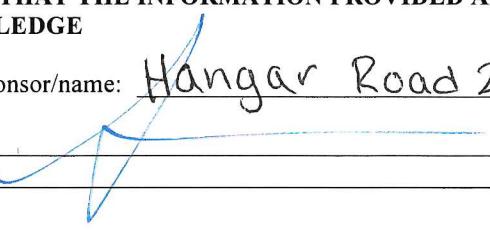
### **Instructions for Completing**

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

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

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			
2. Does the proposed action require a permit, approval or funding from any other government Agency?			
If Yes, list agency(s) name and permit or approval:			
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5.      Urban      Rural (non-agriculture)      Industrial      Commercial      Residential (suburban)			
<input type="checkbox"/> Forest		Agriculture	
		Aquatic	
<input type="checkbox"/> Parkland		Other(Specify):	

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:			
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?			
<input checked="" type="checkbox"/> <input type="checkbox"/> YES			
16. Is the project site located in the 100-year flood plan?			
<input checked="" type="checkbox"/> <input type="checkbox"/> YES			
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,			
<input type="checkbox"/> a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:  Storm water overflow maybe directed to existing systems at the same rate that it travels to there now.			
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:			
<input checked="" type="checkbox"/> <input type="checkbox"/> YES			
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:			
<input checked="" type="checkbox"/> <input type="checkbox"/> YES			
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:			
<input checked="" type="checkbox"/> <input type="checkbox"/> YES			
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>			
Applicant/sponsor/name: <u>Hangar Road 2 LLC</u> Date: <u>10/16/2025</u> Signature:  Title: <u>Member</u>			

***Short Environmental Assessment Form***  
***Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]	
Project:	212 Hangar Road Site Plan
Date:	1/6/2026

### ***Short Environmental Assessment Form***

#### ***Part 3 Determination of Significance***

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Project is development on previously developed land in accordance with established zoning and adopted land use plans.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Rome Planning Board	
Name of Lead Agency	
Mark Esposito	
Print or Type Name of Responsible Officer in Lead Agency	
	
Signature of Responsible Officer in Lead Agency	
1/9/2026	
Date	
Chair	
	
Title of Responsible Officer	
	
Signature of Preparer (if different from Responsible Officer)	

**Jeffrey M. Lanigan**

Mayor



**Rome Planning Board**

(C) Mark Esposito  
(VC) Joe Calandra  
Eric Gonzalez  
Brittany Fumarola  
David Smith

**City of Rome Planning Board**

ROME CITY HALL, 198 N. WASHINGTON STREET  
ROME, NEW YORK 13440-5815  
Telephone: (315) 339-7643 Fax: (315) 838-1167

---

January 12, 2026

Tim Fitzgerald  
Mohawk Valley EDGE  
584 Phoenix Dr, Rome, NY 13441

Dear Mr. Fitzgerald

As per your request, please consider this formal confirmation of the following:

- On December 2<sup>nd</sup>, 2025, the Planning Board issued a negative environmental impact declaration for a two-lot minor subdivision at 212 Hangar Road (Oneida County Tax Parcel # 224.000-1-3.1). This action was determined during staff review to be an unlisted action as it does not meet the criteria for Type I actions set forth in 6 CRR-NY 617.4 or Type II actions set forth in 6 CRR-NY 617.5.
- On January 6<sup>th</sup>, 2026, the Planning Board issued a negative environmental impact declaration for construction of an approximately 100,000 square foot office building at the same location. This action was determined during staff review to be an unlisted action as it does not meet the criteria for Type I actions set forth in 6 CRR-NY 617.4 or Type II actions set forth in 6 CRR-NY 617.5.

Sincerely,

Garret S. Wyckoff  
Planner

Cc: Matthew Andrews, Deputy Director, Community and Economic Development

**SEQR Resolution  
Hangar Road 2 LLC Facility**

**RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY DETERMINING THAT ACTION  
TO PROVIDE FINANCIAL ASSISTANCE RELATING TO A  
PROJECT FOR THE BENEFIT OF HANGAR ROAD 2 LLC  
WILL NOT HAVE A SIGNIFICANT EFFECT ON THE  
ENVIRONMENT**

WHEREAS, Hangar Road 2 LLC, on behalf of itself and/or the principals of Hangar Road 2 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 7.425± acre parcel of vacant land located at 212 Hangar Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"); (b) construction on the Land of a 102,000± square foot, three-story office building, 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 retaining employment in Oneida County by providing desirable space to a single tenant that provides back office operations (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, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the Agency desires to determine whether the construction and equipping of the Facility may have a "significant effect on the environment" (as said quoted term is defined in the SEQR Act and the Regulations) and therefore require the preparation of an environmental impact statement; and

WHEREAS, to aid the Agency in determining whether the construction, and equipping of the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency a short environmental assessment form (the "EAF"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Agency has also reviewed the minutes of the January 6, 2026 meeting of the City of Rome Planning Board (the "Lead Agency"),

its findings and negative declaration in connection with its site plan review, (the "Planning Board Review"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, pursuant to the Regulations, the Agency has examined the EAF and the Planning Board Review in order to make a determination as to the potential environmental significance of the Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based on an examination of the Application, the EAF, the Planning Board Review, and based further upon the Agency's knowledge of the area surrounding the Facility and such further investigation of the Facility and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Facility:

- (A) The Facility is as described in the Application and the EAF;
- (B) The Facility constitutes an "Unlisted Action" (as defined in the Regulations);
- (C) No potentially significant impacts on the environment are noted in the EAF for the Facility, and none are known to the Agency;
- (D) The Facility will not result in (i) substantial adverse change in existing air quality; ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems; (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of a resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on threatened or endangered species of animal or plant, or the habitat of such species; or (iii) other significant adverse impacts to natural resources;
- (E) The Facility will not affect a critical environmental area as designated pursuant to 6 NYCRR 617.14(g);
- (F) The Facility will not conflict with the community's current plans or goals as officially approved or adopted;

(G) The Facility will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(H) The Facility will not result in a major change in the use of either the quantity or type of energy;

(I) The Facility will not result in the creation of a hazard to human health;

(J) The Facility will not result in a substantial change in the use, or intensity of use, of land including architectural, open space or recreational resources, or in its capacity to support existing uses;

(K) The Facility will not result in encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(L) The Facility will not result in the creation of a material demand for other actions that would result in one or more of the above consequences;

(M) The Facility will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; and

(N) The Facility will not result in two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in 6 NYCRR Section 617.7(c).

Section 2. The Agency hereby concurs with the determinations and findings of the Lead Agency and determines that the Facility will not have a significant impact on the environment and the Agency will not require the preparation of an environmental impact statement with respect to the Facility. As a result, the Agency has prepared a negative declaration with respect to the Facility.

Section 3. The Executive Director of the Agency is hereby directed to file in the Agency's records a negative declaration with respect to the Facility (said negative declaration to be substantially in the form and substantially to the effect of the negative declaration attached hereto).

Section 4. 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 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 Board of Directors of the Agency duly conducted on January 16, 2026 at 8 a.m. local time, hosted at 584 Phoenix Drive, Rome, New York at 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:

and, therefore, the resolution was declared duly adopted.

I FURTHER CERTIFY that (i) all directors of the Agency had due notice of said meeting, (ii) the meeting was open for the public to attend in person and public notice of the time, place of, and instructions to access, said meeting was duly given, (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 \_\_\_\_\_, 2026.

---

(Assistant) Secretary

**Inducement Resolution  
Hangar Road 2 LLC Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION APPOINTING HANGAR ROAD 2 LLC, THE PRINCIPALS OF HANGAR ROAD 2 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, Hangar Road 2 LLC, on behalf of itself and/or the principals of Hangar Road 2 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 7.425± acre parcel of vacant land located at 212 Hangar Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"); (b) construction on the Land of a 102,000± square foot, three-story office building, 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 retaining employment in Oneida County by providing desirable space to a single tenant that provides back office operations (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"); and

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

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

WHEREAS, the Company will further sublease the Facility to a company that is currently based in Oneida County that wishes to relocate its operations (the "Sublessee") for its operation pursuant to a Sublease Agreement (the "Sublease Agreement"); and

WHEREAS, the Company has disclosed to the Agency on a confidential basis the identity of the Sublessee insofar as the information has not yet been made public; 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 \$645,730
- Mortgage recording tax exemption not to exceed \$206,187

WHEREAS, the Company has committed to retain (or cause the Sublessee to retain) the Sublessee's existing 400 FTEs at the Facility for the three-year term of the Leaseback Agreement as a result of undertaking the Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the "Employment Obligation"), or else be subject to recapture or termination of Financial Assistance relating to the Project; and

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

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

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

WHEREAS, the Project will result in the removal or abandonment of the Sublessee's current facility that it leases and is located in the Town of Whitestown, Oneida County, New York; and

WHEREAS, the Company has represented that (a) the Sublessee's current facility no longer meets the Sublessee's long-term operational needs, and the Sublessee will be required to vacate the current facility upon the expiration of the lease in 2028 pursuant to corporate directives and (b) the Agency's financial assistance is necessary to preserve the Sublessee's competitive position by enabling the Company to construct a cost-effective, modern facility that supports efficient operations; 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 Sublessee to maintain and expand its facility and existing workforce in the County and/or is necessary to maintain the competitive position of the Sublessee in its industry; and

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

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

WHEREAS, prior to the granting of any Financial Assistance and following the determination of the lead agency, the Agency 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 constitutes a "project" within the meaning of the Act.

(b) 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.

- (c) 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.
- (d) The Project is reasonably necessary to (a) discourage the Sublessee from moving out of Oneida County and (b) preserve the Sublessee's competitive position in its industry.

Section 2.

The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and among the Agency 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) the Agency providing written notice to the chief elected officials of the tax jurisdictions at the Sublessee's existing facility that the Project will entail the abandonment of the Sublessee's existing facility; (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.

DRAFT

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 January 16, 2026 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:

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  
\_\_\_\_\_ 2026.

---

(Assistant) Secretary

DRAFT

## **EXHIBIT A**

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the \_\_\_\_ day of February 2026 at \_\_\_\_ a.m., local time, at 584 Phoenix Drive, Rome, New York in connection with the following matters:

Hangar Road 2 LLC, on behalf of itself and/or the principals of Hangar Road 2 LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Agency assist with a project consisting of (a) acquisition of a 7.425± acre parcel of vacant land located at 212 Hangar Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"); (b) construction on the Land of a 102,000± square foot, three-story office building, 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 retaining employment in Oneida County by providing desirable space to a single tenant that provides back office operations (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

The Company will lease the Facility to the Agency pursuant to a lease agreement, and the Agency will lease the Facility back to the Company pursuant to a leaseback agreement. The Company will further sublease the Facility to a company that is currently based in Oneida County that wishes to relocate its operations (the "Sublessee") for its operation pursuant to a Sublease Agreement (the "Sublease Agreement"). At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency is contemplating providing financial assistance in the form of exemptions from mortgage recording taxes and exemptions from sales tax on materials and equipment acquired and installed in connection with the Project, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

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

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:/s/ Timothy Fitzgerald, Executive Director

Dated: January \_\_, 2026

## EXHIBIT B

### MINUTES OF PUBLIC HEARING

#### Oneida County Industrial Development Agency 2026 Real Estate Lease Hangar Road 2 LLC Facility

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

Hangar Road 2 LLC, on behalf of itself and/or the principals of Hangar Road 2 LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Agency assist with a project consisting of (a) acquisition of a 7.425± acre parcel of vacant land located at 212 Hangar Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"); (b) construction on the Land of a 102,000± square foot, three-story office building, 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 retaining employment in Oneida County by providing desirable space to a single tenant that provides back office operations (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

The Company will lease the Facility to the Agency pursuant to a lease agreement, and the Agency will lease the Facility back to the Company pursuant to a leaseback agreement. The Company will further sublease the Facility to a company that is currently based in Oneida County that wishes to relocate its operations (the "Sublessee") for its operation pursuant to a Sublease Agreement (the "Sublease Agreement"). At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency is contemplating providing financial assistance in the form of exemptions from mortgage recording taxes and exemptions from sales tax on materials and

equipment acquired and installed in connection with the Project, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

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

---

Timothy Fitzgerald, Secretary

DRAFT

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 the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on February \_\_, 2026 at \_\_\_\_\_ a.m. local time, 584 Phoenix Drive, Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_\_, 2026.

(Assistant) Secretary

## EXHIBIT A

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

\_\_\_\_\_, 2026

Hangar Road 2 LLC  
Attn.: Amber Mathias  
18 Division Street, Suite 401  
Saratoga Springs, NY 12866

RE: *Oneida County Industrial Development Agency Lease-Leaseback Transaction  
(Hangar Road 2 LLC Facility)*

Dear Ms. Mathias:

Pursuant to a resolution duly adopted on January 16, 2026, the Agency appointed Hangar Road 2 LLC (the "Company") its agent in connection with a transaction in which the Agency will assist in (a) acquisition of a 7.425± acre parcel of vacant land located at 212 Hangar Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land"); (b) construction on the Land of a 102,000± square foot, three-story office building, 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 retaining employment in Oneida County by providing desirable space to a single tenant that provides back office operations (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 "**Hangar Road 2 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) January 16, 2027, 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 \$645,730, 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:

HANGAR ROAD 2 LLC

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



# MEMO

**To:** Oneida County Industrial Development Agency

**From:** CJ Hanrahan, GLDC Recording Secretary

**CC:** Tim Fitzgerald, Shawna Papale, and Laura Roberto

**Date:** January 9, 2026

**Re:** Consent to Sublease Building 770-774 Property

---

Oneida County IDA (OCIDA) is the fee owner and lessor of the Building 770-774 Property at the Griffiss Business & Technology Park, with Griffiss Local Development Corporation (GLDC) serving as the lessee and beneficial owner. The property consists of 3.39± acres located on the northerly side of Phoenix Drive with a 14,130± sq. ft. structure on the site (Building 770-774).

This memorandum requests that OCIDA consent to GLDC entering into a sublease and license agreement with CUBRC, Inc. for the utilization of 3,940 sf of the Building 770 property. This will allow CUBRC, Inc. to vacate its current office space in Building 796, and occupy more suitable office space based on its current needs.

The sublease would result in CUBRC's tenancy for an initial term of five years and two months, with additional renewal terms available beyond that. The company hopes to move into the space in the month of February. CUBRC has not yet signed this sublease agreement, and there is a possibility that the terms of the sublease may change, but the substantive contract language is largely agreed upon.

**Authorizing Resolution  
GLDC Sublease to CUBRC  
(Building 770)**

Date: January 16, 2026

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York on January 16, 2026, 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 consent to a sublease and license from Griffiss Local Development Corporation to CUBRC, Inc.

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

Voting Aye

Voting Nay

RESOLUTION OF THE AGENCY CONSENTING TO A  
LICENSE AGREEMENT AND SUBLEASE AGREEMENT  
FROM GRIFFISS LOCAL DEVELOPMENT CORPORATION  
TO CUBRC, INC. AND AUTHORIZING THE AGENCY TO  
EXECUTE RELATED DOCUMENTS WITH RESPECT TO  
THE BUILDING 770 FACILITY LOCATED IN THE GRIFFISS  
BUSINESS AND TECHNOLOGY PARK, CITY OF ROME,  
ONEIDA COUNTY.

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

WHEREAS, Oneida County Industrial Development Agency (the "Agency") leases to Griffiss Local Development Corporation ("GLDC") that certain (a)  $2.441\pm$  acre portion of Parcel F4B and (b)  $0.945\pm$  acre portion of Parcel F4B situated at 428 Phoenix Drive together with the building located thereon known as Building 770 and Building 774 and the other improvements situate thereon (the "Facility") pursuant to a lease agreement dated as of July 1, 2011 (the "Agency Lease Agreement"); and

WHEREAS, GLDC desires to sublease to CUBRC, Inc. ("CUBRC")  $3,940\pm$  sq. ft. of space located in Building 770 (the "Space") pursuant to a sublease agreement (the "Sublease Agreement") and to permit CUBRC to have access to the Space prior to the commencement of the term of the Sublease Agreement pursuant to a license agreement (the "License Agreement"); and

WHEREAS, under the terms of the Agency Lease Agreement, GLDC is required to obtain the consent of the Agency prior to subleasing any portion of the Facility (including the Space) to a third party; and

WHEREAS, GLDC is requesting the Agency consent to such Sublease Agreement and License Agreement to CUBRC; and

WHEREAS, no public hearing is required to confirm such action as no additional financial assistance is requested.

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) Consenting to the Sublease Agreement and License Agreement between GLDC and CUBRC 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) Consenting to the Sublease Agreement and License Agreement between GLDC and CUBRC is reasonably necessary to induce GLDC and/or CUBRC to maintain and expand their respective business operations in the State of New York; and
- (e) It is desirable and in the public interest for the Agency to consent to the Sublease Agreement and License Agreement between GLDC and CUBRC.

Section 2. In consequence of the foregoing, the Agency hereby determines to:

- (i) consent to the Sublease Agreement and License Agreement from GLDC to CUBRC;
- (ii) execute the Sublease Agreement and License Agreement to the extent necessary to acknowledge its consent.

Section 3. The form and substance of the Sublease Agreement and License Agreement are hereby approved, conditioned upon inclusion of the Agency's customary language, execution by CUBRC of an Environmental Compliance and Indemnification Agreement (the “Environmental Compliance Agreement”), delivery by CUBRC of insurance certificates in form and substance satisfactory to the Agency, and subject to review and approval by Agency counsel.

#### 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 Sublease Agreement, the License Agreement and the Environmental Compliance Agreement, all in substantially the forms thereof presented to this meeting or in the forms to be approved by 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 Lease 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 (Assistant) 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 January 16, 2026 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) the meeting was open for the public to attend in person, and minutes of the Agency meeting are (or will be) transcribed and posted on the Agency's website, (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 January 16, 2026.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
(Assistant) Secretary



# MEMO

**To:** Oneida County Industrial Development Agency

**From:** CJ Hanrahan, GLDC Recording Secretary

**CC:** Tim Fitzgerald, Shawna Papale, and Laura Roberto

**Date:** January 9, 2026

**Re:** Consent to a license to Miron Construction Co, Inc.

---

Oneida County IDA (OCIDA) is the fee owner and lessor of the Griffiss Local Development Corporation (Parcel F3A) Property at the Griffiss Business & Technology Park, with Griffiss Local Development Corporation (GLDC) serving as the lessee and beneficial owner.

This memorandum requests that OCIDA consent to GLDC entering into a license to Miron Construction Co, Inc. as general contractor for the Chobani project to grant access for heavy construction vehicles to travel over Parcel 3A. This will allow Miron Construction access over a portion of the Facility between Hangar Road to the Griffiss International Airport by vehicular traffic, including heavy trucks.

This license is critical to enable Miron Construction's continued work relating to the construction of Chobani's planned 1,800,000± sq. ft. special foods processing facility on a 146± acre portion of the Griffiss International Airport known as the Triangle Site.

**Authorizing Resolution  
GLDC License to Miron Construction Co., Inc.  
(Parcel 3A/Chobani Project)**

Date: January 16, 2026

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York on January 16, 2026, 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 consent to a license from Griffiss Local Development Corporation to Miron Construction Co., Inc.

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

Voting Aye

Voting Nay

RESOLUTION OF THE AGENCY CONSENTING TO A LICENSE AGREEMENT FROM GRIFFISS LOCAL DEVELOPMENT CORPORATION TO MIRON CONSTRUCTION CO., INC. AND AUTHORIZING THE AGENCY TO EXECUTE RELATED DOCUMENTS WITH RESPECT TO PARCEL 3A LOCATED IN THE GRIFFISS BUSINESS AND TECHNOLOGY PARK, CITY OF ROME, ONEIDA COUNTY.

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

WHEREAS, Oneida County Industrial Development Agency (the "Agency") leases to Griffiss Local Development Corporation ("GLDC") a parcel of land known as Parcel 3A and the other improvements situate thereon (the "Facility") pursuant to a lease agreement dated as of June 1, 2023 (the "Agency Lease Agreement"); and

WHEREAS, pursuant to one or more agreements between Chobani, LLC ("Chobani") and Oneida County (the "County"), Chobani is undertaking a project to construct a 1,800,000± sq. ft. special foods processing facility and related improvements (collectively, the "Chobani Facility") on a 146± acre portion of the Griffiss International Airport known as the Triangle Site (such construction of the Chobani Facility being hereinafter referred to as the "Chobani Facility Construction Project"); and

WHEREAS, Chobani has engaged Miron Construction Co., Inc. ("Miron") as its general contractor to undertake and perform the Chobani Facility Construction Project; and

WHEREAS, Miron has asked GLDC to grant it access over a portion of the Facility (a) from Hangar Road to the Griffiss International Airport and (b) from Griffiss International Airport to Hangar Road by vehicular traffic including heavy trucks; and

WHEREAS, under the terms of the Agency Lease Agreement, GLDC is required to obtain the consent of the Agency prior to granting access to any portion of the Facility to a third party; and

WHEREAS, GLDC is requesting the Agency consent to a License Agreement (the "License Agreement") to Miron in support of the Chobani Project; and

WHEREAS, no public hearing is required to confirm such action as no additional financial assistance is requested.

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) Consenting to the License Agreement between GLDC and Miron 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) Consenting to the License Agreement between GLDC and Miron is reasonably necessary to induce GLDC and/or Chobani to maintain and expand their respective business operations in the State of New York; and
- (e) It is desirable and in the public interest for the Agency to consent to the License Agreement between GLDC and Miron .

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the License Agreement between GLDC and Miron; (ii) execute the License Agreement between GLDC and Miron to the extent necessary to acknowledge its consent.

Section 3. The form and substance of the License Agreement is hereby approved, conditioned upon inclusion of the Agency's customary language, delivery by Miron of insurance certificates in form and substance satisfactory to the Agency, and subject to review and approval by Agency counsel.

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 the License Agreement, in substantially the form thereof presented to this meeting or in the forms to be approved by 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 Lease 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 (Assistant) 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 January 16, 2026 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) the meeting was open for the public to attend in person, and minutes of the Agency meeting are (or will be) transcribed and posted on the Agency's website, (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 January 16, 2026.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
(Assistant) Secretary