

Anthony J. Picente Jr.
County Executive

Timothy Fitzgerald
Executive Director

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: Timothy Fitzgerald
Date: August 11, 2026
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet at **8:00 AM Friday, August 21, 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 – June 19, 2026
3. Consider a resolution approving a final settlement agreement with **Utica Med Building, LLC** with respect to its claim for just compensation under the Eminent Domain Procedure Law and approving the form and execution of related documents, subject to counsel review.
4. Consider a resolution relating to the **NY Rome Old Oneida Solar, LLC Facility**, authorizing the release of certain lands from the lease-leaseback transaction and approving the form and execution of related documents, subject to counsel review.
5. Consider a resolution relating to the **Griffiss Local Development Corporation Master Lease Facility**, authorizing the release of an 11-acre parcel of land (the Delutis Parcel) from the Master Lease Agreement and conveyance to GLDC and approving the form and execution of related documents, subject to counsel review.
6. Consider a resolution relating to the **Griffiss Local Development Corporation Master Lease Facility**, authorizing the release of a 5.998-acre parcel of land (the Geiger Road Parcel) from the Master Lease Agreement and conveyance to GLDC and approving the form and execution of related documents, subject to counsel review.
7. Consider a resolution relating to the **Copper Village LLC Facility**, extending the project inducement for one year, subject to the Company submitting an updated Application for Financial Assistance. The Company notified the Agency the Project has been modified to consolidate the Copper Village 9% LLC project and the Copper Village 4% LLC project into one phase and requested the project proceed with financial assistance consistent with the Copper Village 4% LLC project (abatement of real property tax for a period of 33 years during which time the Company will make fixed PILOT Payments). The Agency will consider a supplemental inducement resolution upon receipt of the updated application materials.

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8. Annual Project Review

9. Bonacio Project Update

10. Consider a resolution appointing Julie Daskiewich as FOIL Officer for the Agency

Next meeting date: **Friday, September 18, 2026 at 8:00 AM at 584 Phoenix Drive, Rome, NY.**

Minutes of the Meeting of the
Oneida County Industrial Development Agency

June 19, 2026

584 Phoenix Drive, Rome, NY /Teams Meeting

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

EDGE Staff Present: Marc Barraco, Tim Fitzgerald, Julie Daskiewich, and Rachel Hadden.

Others Present: Ben Kinne; WKTU News Channel 2

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

S. Zogby started the meeting at 8:02 am.

Minutes – May 15, 2026

S. Zogby presented the draft May 15, 2026, meeting minutes for review. **J. Genovese moved to approve the May 2026 meeting minutes as presented. D. Grow seconded the motion, which carried 5-0.**

Financial Review

R. Hadden presented an overview of the finances. Sovena refinance project closed on May 31, and Wolfsped and the Flex Space PILOT payments are current. **The Agency received and accepted the financials as presented, subject to audit.**

Workforce Discussion

S. Zogby wanted to discuss opportunities for funding economic development. L. Romano says it's more challenging because the law restricts how industrial development agencies can invest their funds, and indicated counsel will research legal options and report back to the board. **No action was required.**

Griffiss Local Development Corporation (Building 770-774 Facility) PILOT Extension Resolution

S. Zogby presented a resolution relating to the Griffiss Local Development Corporation (Building 770-774 Facility) PILOT Extension request, approving financial assistance in the form of continuing the abatement of real property tax for a period of ten years (valued at approximately \$510,536), which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel review. The Agency conducted a public hearing on June 4, 2026. **D. Grow moved to approve the Griffiss Local Development Corporation (Building 770-774 Facility) PILOT Extension Resolution. F. Armstrong seconded the motion. The motion carried 5-0.**

Bartell Machinery Systems LLC Resolution

S. Zogby presents the resolution relating to the Bartell Machinery Systems LLC Facility Expansion, granting preliminary approval for financial assistance in the form of exemptions from sales tax (valued at \$350,000) and abatement of real property tax on the increase in assessment resulting from the project for a period of ten years (valued at approximately \$119,521), which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, and authorizing the form and execution of related documents, subject to counsel review. The Agency conducted a public hearing on June 10, 2026. **D. Grow moved to approve the Bartell Machinery Systems LLC Resolution. F. Armstrong seconded the motion. The motion carried 5-0.**

Old Business

M. Barraco noted that Danfoss is bringing 300 jobs by the end of 2027, with hiring starting immediately. Danfoss is pivoting by entering the AI ecosystem and creating parts for cooling systems. They will also be using part of the Flex space building. SUNY Poly also wants to play a bigger role by partnering with Danfoss to address workforce demands.

Adjournment

With no further business, S. Zogby asked for a motion to adjourn. **At 8:21 AM, D. Grow moved, and J. Genovese seconded a motion to adjourn. Motion carried, 5-0.**

Respectfully Submitted,
Julie Daskiewicz

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING A CERTAIN FINAL SETTLEMENT AGREEMENT WITH UTICA MED BUILDING, LLC WITH RESPECT TO ITS CLAIM FOR JUST COMPENSATION UNDER THE EMINENT DOMAIN PROCEDURE LAW ("EDPL") ARTICLE 5 WITH RESPECT TO THE ACQUISITION OF 411 COLUMBIA STREET, CITY OF UTICA, ONEIDA COUNTY, NEW YORK (THE "PROPERTY") BY EMINENT DOMAIN

WHEREAS, Central Utica Building, LLC (the "CUB") presented an application (the "Application") to the Oneida County Industrial Development Agency (the "Agency") requesting that the Agency consider the provision of financial assistance supporting the construction of a 94,000± square foot state-of-the-art medical office building and appurtenant facilities including parking areas and all infrastructure, utilities and amenities to support the same (collectively, the "Improvements") situated on parcels of land described in the Application to the Agency adjacent to the new Wynn Hospital (the "Wynn Hospital") located at the corner of State and Columbia Streets, City of Utica, Oneida County, New York (the "Land") and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of providing a seamless and integrated health care delivery system together with the Wynn Hospital, and to enhance and expand the delivery of health care services to the community (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the construction and equipping of the Improvements is referred to as the "Project"); and (ii) to provide certain financial assistance in support of the Project, consisting of exemptions from sales and use taxes and exemptions from mortgage recording taxes, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act"); 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 City of Utica Planning Board (the "Planning Board") served as Lead Agency (as defined in the SEQR Act and Regulations) for purposes of conducting a coordinated review of the environmental impacts of a certain project undertaken by the Mohawk Valley Health System ("MVHS") consisting of construction of a 670,000± square foot hospital, central utility plant, parking facilities (one municipal parking garage and multiple surface lots), medical office building (by private developer), campus grounds, utility/pedestrian bridge (over Columbia Street) and helipad (the "MVHS Project"), all in accordance with the SEQR Act and the Regulations; and

WHEREAS, by resolution adopted April 18, 2019 (the "Planning Board SEQRA Resolution"), the Planning Board determined to issue a written findings statement regarding the relevant environmental impacts, facts and conclusions disclosed in the Planning Board's Final Environmental Impact Statement dated February 2019 and accepted by the Planning Board on March 21, 2019 (the "FEIS") in accordance with the requirements of Section 617.11 of the Regulations; and

WHEREAS, the Planning Board issued a Findings Statements under SEQRA (the "Findings Statement") wherein the Planning Board concluded with respect to the MVHS Project that: (1) the requirements of 6 NYCRR Part 617 have been met; and (2) consistent with social, economic and other essential considerations from among the reasonable alternatives available,

the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable; and

WHEREAS, the Agency adopted a Statement of Findings on January 21, 2022 for the Facility pursuant to which the Agency found: (1) the Facility is located in a "highly distressed area" as such term is defined in Section 854(18) of the Act; and (2) the Facility will preserve, private sector jobs in the State of New York and thereby serve the public purposes of the Act and to undertake the Project as requested by CUB; and

WHEREAS, on January 21, 2022, the Agency adopted a certain resolution pursuant to SEQRA finding that there was no material change in the scope of the Project under SEQRA that would affect the Findings Statement adopted by the Planning Board and that no additional review under SEQRA was required for the Project; and

WHEREAS, MVHS owns three of the parcels comprising the Land and has ground leased those parcels to CUB pursuant to a Ground Lease with a term of 99 years (the "Ground Lease"); and

WHEREAS, to accommodate the parking requirements for the Facility, CUB represented that it must acquire the property located at 411 Columbia Street, City of Utica, Oneida County, New York a/k/a SBL No.: 318.41-2-38 (the "O'Brien Property") for the Project; and

WHEREAS, on January 14, 2022, CUB represented that it was unable to obtain ownership or control of the O'Brien Property and requested that the Agency initiate proceedings under the EDPL to acquire the O'Brien Property from J.P. O'Brien Plumbing and Heating Supply, Inc. now known as Rome Plumbing & Heating Supply Co., Inc. ("O'Brien") and its purported contract vendee being Bowers Development, LLC ("Bowers");

WHEREAS, pursuant to Article 2 of the EDPL, the Agency conducted a Public Hearing on February 23, 2022 at 9.00 AM at the Oneida County Legislative Chambers, Oneida County Office Building, 10th Floor, 800 Park Avenue, City of Utica, Oneida County, New York;

WHEREAS, on April 7, 2022 and pursuant to Section 204 of the EDPL, the Agency adopted a resolution approving its Determinations and Findings on the acquisition of the O'Brien Property pursuant to eminent domain (the "EDPL Findings").

WHEREAS, pursuant to Section 207 of the EDPL, Bowers and O'Brien commenced a proceeding on May 9, 2022 against the Agency and CUB in the Appellate Division, Fourth Department (the "Appellate Division"); and

WHEREAS, on September 15, 2022, the Planning Board granted final site plan approval and a special use permit for the Facility; and

WHEREAS, on December 23, 2022, the majority of the Appellate Division issued a Memorandum and Order granting the petition of Bowers and O'Brien and annulling the EDPL Findings determining that the Agency lacked the requisite authority to acquire the O'Brien Property with a single judge dissenting (the "2022 AD Determination"); and

WHEREAS, on March 17, 2023, the Appellate Division granted the application of the Agency and CUB for leave to appeal from the 2022 AD Determination to the New York State Court of Appeals ("COA"); and

WHEREAS, on or about April 7, 2023, Bowers and O'Brien represented that the O'Brien Property had been acquired by Utica Med Building, LLC, a New York limited liability company, having the same address as Bowers being 6308 Fly Road, East Syracuse, New York 13058 (the "Utica Med") (NYSCEF Index No.: EFCA2023-000906, Document No.1, p.2, Footnote 2); however, that deed was not filed until February 22, 2024; and

WHEREAS, on December 14, 2023, the COA issued a Memorandum reversing the determination of the majority in the 2022 AD Determination finding that the Agency had the requisite authority to acquire the O'Brien Property and remanding the proceeding to the Appellate Division to address the arguments made by O'Brien and Bowers that were not addressed by the majority in the 2022 AD Determination; and

WHEREAS, on February 2, 2024, upon the remittitur from the COA, the Appellate Division issued a certain Memorandum and Order dismissing the petition (the "2024 AD Dismissal Order"); and

WHEREAS, on February 9, 2024, OCIDA approved an offer for the purchase of the Property for the sum of \$1,200,000 (the "Advance Payment") and subsequently tendered the Advance Payment to the Attorney for Utica Med and Bison One LLC, a mortgage holder, on or about August 23, 2024 pursuant to an agreed upon distribution;

WHEREAS, on February 22, 2024, the deed from O'Brien to Utica Med dated March 30, 2023 was filed in the Office of the Oneida County Clerk as Instrument No.:2024-002042 which vested title to the O'Brien Property in Utica Med; and

WHEREAS, on March 31, 2023, O'Brien did execute and deliver to Utica Med a certain Quitclaim Assignment of Claims and Litigation which including all right, title and interest of O'Brien in and to the eminent domain proceedings commenced by OCIDA, including any claim of O'Brien for just compensation under the EDPL arising from the acquisition of the O'Brien Property; and

WHEREAS, on March 18, 2024, the Agency commenced a proceeding in Oneida County Supreme Court pursuant to EDPL Article 4 to acquire by eminent domain the O'Brien Property from Utica Med (the "EDPL Article 4 Proceeding"); and

WHEREAS, the EDPL Article 4 Proceeding was resolved on May 20, 2024 when Oneida County Supreme Court issued its Decision and Order pursuant to which the application of the Agency to acquire the O'Brien Property was granted and title to the O'Brien Property would vest in the Agency upon the filing of its acquisition map; and

WHEREAS, on May 28, 2024, Bowers and O'Brien applied for leave to appeal to the COA from the 2024 AD Dismissal Order, which application was denied on September 19, 2024; and

WHEREAS, on June 27, 2024, the Condemnor filed the acquisition map for the Property in the Office of the Oneida County Clerk as Map No.: 2024-00016 vesting title

to the Property in the Agency; and

WHEREAS, on December 18, 2024 Bowers, alone, filed an application for a Writ of Certiorari to the United States Supreme Court ("SCOTUS") to appeal from the 2024 AD Dismissal Order which was opposed by the Agency and CUB and SCOTUS denied the application of Bowers on March 24, 2025; and

WHEREAS, on June 26, 2025, Utica Med filed a claim for additional just compensation in Supreme Court pursuant to EDPL Article 5 within the EDPL Article 4 Proceeding which was opposed by the Agency (the "EDPL Article 5 Claim"); and

WHEREAS, Utica Med and the Agency have reached an agreement which finally resolved the EDPL Article 5 Claim as set forth in the annexed settlement agreement attached hereto as Exhibit "A" which is deemed incorporated herein by this reference (the "Settlement Agreement").

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

Section 1. The Agency approves the Settlement Agreement which provides for the payment of an additional sum of Ten Thousand Dollars (\$10,000) to Counsel for Utica Med as the final and complete payment due Utica Med on account of the acquisition by the Agency of the O'Brien Property by eminent domain (the "Final Payment") that is the full and final resolution of all claims under the EDPL Article 4 Proceeding, including the EDPL Article 5 Claim.

Section 2. The Agency authorizes: (1) Goldman Attorneys PLLC, its Special Counsel, to execute and file the Stipulation of Discontinuance of the EDPL Article 4 Proceeding and to tender the Final Payment, and (2) the Chairman and/or Vice Chairman of the Agency are authorized to execute and deliver the Settlement Agreement and the attached mutual general release.

Section 3. The Agency authorizes Special Counsel, Goldman Attorneys PLLC to undertake any and other work required to effectuate the execution and delivery of the Settlement Agreement.

Section 4. The Agency hereby ratifies, confirms and approves all prior actions taken by the Agency, its directors, officers, employees and agents, with respect to the Project.

Section 5. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

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

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

I have compared the foregoing copy of 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 convened in public session on August 21, 2026 at 8:00 a.m. local time, at 584 Phoenix Drive, Rome, New York 13440 at which the following members were:

Members Present: Stephen R. Zogby
 David C. Grow
 James J. Genovese II
 Aricca R. Lewis
 Tim Reed
 Kristen Martin
 Franca Armstrong

Staff Present: Tim Fitzgerald Secretary/Executive Director

Special Counsel: Paul J. Goldman

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

Voting Aye

Voting Nay None

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) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (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 the 21st day of August, 2026.

Tim Fitzgerald/Secretary

EXHIBIT "A"
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Settlement Agreement") entered into as of August __, 2026 (the "Effective Date") by and between **UTICA MED BUILDING, LLC** ("Claimant") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** ("Condemnor") (collectively, Claimant and Condemnor are hereinafter called the "Parties").

WHEREAS, on or about March 18, 2024, Condemnor commenced an action under Eminent Domain Procedure Law ("EDPL") Article 4 to acquire certain real property by eminent domain that is known as 411 Columbia Street, City of Utica, County of Oneida, New York that is known as Tax Map Parcel No.: 318.41-2-38 (the "Property") by the filing of the Notice of Petition and Verified Petition against Claimant in the Supreme Court, Oneida County, captioned as *Oneida County Industrial Development Agency, as Petitioner/Condemnor. v. Utica Med Building, LLC*, Index No. EFCA2024-000701 (the "Action"); and

WHEREAS, on or about May 8, 2024, Claimant filed its Verified Answer in the Action; and

WHEREAS, on or about May 14, 2024, Condemnor filed its reply in the Action;

WHEREAS, on May 20, 2024, Supreme Court issued its Decision and Order pursuant to which the application of the Condemnor to acquire the Property was granted and title to the Property would be vested in the Condemnor upon the filing of its acquisition map; and

WHEREAS, on June 27, 2024, the Condemnor filed the acquisition map of the Property in the Office of the Oneida County Clerk as Map No.: 2024-00016 vesting title to the Property in the Condemnor; and

WHEREAS, on June 26, 2025 and as a result of the vesting of title to the Property, Claimant filed its verified claim for just compensation under EDPL Article 5 (the "Claim"); and

WHEREAS, the Condemnor filed its answer to the Claim on July 16, 2025; and

WHEREAS, the Parties wish to resolve all litigation, claims, and disputes asserted in the Action.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree and acknowledge as follows:

1. **Settlement Consideration:** Condemnor agrees to pay the total amount of Ten Thousand Dollars (\$10,000.00) (the "Settlement Payment") as the full and final consideration to be paid to Claimant. The Settlement Payment is in addition to the One Million Two Hundred Dollars (\$1,200,000) of advance payment previously received by the Claimant. The Settlement Payment shall be paid by IOLA check or wire transfer to the IOLA account of Fogel & Brown, P.C., 120 Madison Street, Suite 1620, Syracuse, New York 13202 (the "Fogel Law Firm") pursuant to the Wire Transfer Instructions attached as **Exhibit "A"** hereto. Such payment shall be made no later than fifteen (15) days after the signing of this Settlement Agreement.

2. **Mutual Release:** The Parties and Bowers Development, LLC ("Bowers") shall execute, deliver and exchange the mutual general release using the form attached hereto as **Exhibit "B"** simultaneously with the execution and delivery of this Settlement Agreement (the "Mutual Release"). The Mutual Release will be held in escrow with Goldman Attorneys PLLC, 255 Washington Avenue Ext., Suite 108, Albany, New York 12205. Notwithstanding the foregoing, the Mutual Release shall be deemed to be effective and have been released from escrow upon the satisfaction of both of the following conditions: (a) the receipt of the Settlement Payment by the Fogel Law Firm; and (b) the filing of the fully executed Stipulation of Discontinuance with Prejudice on the form attached hereto as **Exhibit "C"** on the NYSCEF system (the "Stipulation of Discontinuance").

3. **Discontinuance of Litigation:** The Action pending between or among the Parties and any other litigation shall be discontinued with prejudice, but without costs against any Party, simultaneously with the receipt by the Fogel Law Firm of the Settlement Payment and the fully executed Mutual Release. Thereafter, Goldman Attorneys PLLC shall be authorized to file the Stipulation of Discontinuance for the Action on the NYSCEF system. For the avoidance of doubt the Parties agree that, through their counsel, they shall execute and file any and/or all other documents necessary to effectuate the discontinuance of the Action and any other litigation.

4. **Representation by Counsel:** The Parties acknowledge that they have been adequately represented by counsel and have had a full and fair opportunity to consult with their respective attorneys regarding the meaning and binding effect of this Settlement Agreement. Each of the Parties counsel participated in the drafting and negotiation of this Settlement Agreement and the same shall not be construed against any party as the drafter.

5. **Voluntary and Knowing Participation:** Each of the Parties have entered into this Settlement Agreement freely and voluntarily, with no duress or coercion (as those terms are defined by law), and having had an adequate opportunity to make whatever investigation or inquiry such Party deemed necessary or desirable in connection herewith. Further, each such Party appreciates and understands the terms of this Settlement Agreement, acknowledges that it is made in good faith and is fair and reasonable, and is fully satisfied with the settlement set forth herein.

6. **Authority to Execute:** The Parties represent and warrant that they each have the full, power, authority and/or capacity to execute and deliver this Settlement Agreement and any exhibits annexed hereto.

7. **Further Assurances:** The Parties agree to cooperate to accomplish the purpose of this Settlement Agreement and to execute, furnish, and provide any and all supplemental documents and to take all additional actions not inconsistent with the terms set forth in this Settlement Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

8. **Counterparts:** This Settlement Agreement may be executed in counterparts, each of which shall be considered an original and all of which shall together constitute one and the same instrument. Signatures transmitted by email shall also be sufficient and fully binding without the need for the exchange of originals, although the parties agree to provide originals to one another upon request.

9. **No Admissions:** In entering into this Settlement Agreement, none of the Parties hereto is admitting to any facts or to any liability whatsoever.

10. **Confidentiality:** This Settlement Agreement and the terms hereof and the details of the Closing shall remain confidential and shall not be disclosed by the Parties to any third parties, except to the Parties' respective attorneys and accountants, and to State and Federal taxing authorities, or unless required by Court Order or applicable law. In the event the Parties receive a subpoena or other lawful demand (e.g., Freedom of Information Law Request) for the disclosure of the terms of the Settlement Agreement or a copy of the Settlement Agreement, that Party will, within ten (10) calendar days of its receipt of the request or subpoena, provide written notice to counsel for the Parties, and provide the Parties with an additional ten (10) calendar days to file a motion for a protective order to prevent such disclosure. If no such motion is filed, the Party receiving the lawful demand or subpoena may make such disclosure as is necessary to satisfy the lawful demand or subpoena.

11. **Non-Disparagement:** Each Party agrees not to disparage the other Party, either directly or indirectly, by themselves or through intermediaries or agents, in any manner likely to be harmful to them or their business, business reputation, or personal reputation. However, in the event that any party is subject to a subpoena, court order or request for information or statement from a governmental agency relative to the other party that their responses in such setting, so long as made in good faith, shall not be deemed a violation of this paragraph.

12. **Applicable Law:** This Settlement Agreement shall be controlled and interpreted according to the laws of the State of New York and any dispute involving the Settlement Agreement shall be brought in the courts of the State of New York.

13. **Notices:** Any statements, communications or notices to be provided to the Parties shall be sent by first class mail and email to the attention of the person indicated below, until such time as notice of any change of person to be notified or change of address is forwarded to both parties.

Condemnor: Paul J. Goldman, Esq.
Goldman Attorneys PLLC
255 Washington Avenue Extension, Suite 108
Albany, New York 12205
pgoldman@goldmanpllc.com

Claimant: Michael A. Fogel, Esq.
Fogel & Brown, P.C.
120 Madison Street, Suite 1620
Syracuse, New York 13202
mfogel@fogelbrown.com

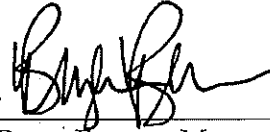
14. **Entire Agreement:** This Settlement Agreement represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements between the Parties. This Settlement Agreement may only be amended in writing executed by the Parties.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the Effective Date.

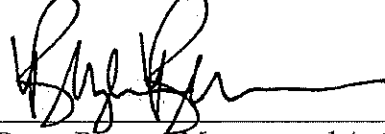
Dated: June 30, 2026

UTICA MED BUILDING, LLC

By: 
Bryan Bowers, Manager and Authorized Representative

Dated: June 30, 2026

BOWERS DEVELOPMENT, LLC

By: 
Bryan Bowers, Manager and Authorized Representative

Dated: June __, 2026

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Stephen R. Zogby, Chairman

EXHIBIT "A"

WIRE INSTRUCTIONS FOR THE IOLA ACCOUNT OF FOGEL & BROWN, P.C.

Bank:

Bank Address:

ABA No.:

Account Name:

Address:

Account No.:

EXHIBIT "B"

MUTUAL GENERAL RELEASE

THIS MUTUAL GENERAL RELEASE is made and effective as of ____ day of August, 2026 (the "Release"), by and between **UTICA MED BUILDING, LLC** ("Claimant") and **BOWERS DEVELOPMENT, LLC** ("Bowers") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** ("Condemnor"), **CENTRAL UTICA BUILDING, LLC** ("Cub") and **MOHAWK VALLEY HEALTH SYSTEM** ("MVHS") (collectively, Claimant, Bowers, Condemnor, Cub and MVHS are hereinafter called the "Parties").

RECITALS

WHEREAS, on or about March 18, 2024, Condemnor commenced an action under Eminent Domain Procedure Law ("EDPL") Article 4 to acquire real property by eminent domain by the filing of the Notice of Petition and Verified Petition against Claimant in the Supreme Court, Oneida County, captioned as *Oneida County Industrial Development Agency, as Petitioner/Condemnor. v. Utica Med Building, LLC*, Index No. EFCA2024-000701 (the "Action"); and

WHEREAS, on or about May 8, 2024, Claimant filed its Verified Answer in the Action; and

WHEREAS, on or about May 14, 2024, Condemnor filed its reply in the Action;

WHEREAS, the property to be acquired by the Condemnor in the Action is the certain parcel of real property known as 411 Columbia Street, City of Utica, County of Oneida, New York that is known as Tax Map Parcel No.: 318.41-2-38 (the "Property"); and

WHEREAS, on May 20, 2024, Supreme Court issued its Decision and Order pursuant to which the application of the Condemnor was granted and title to the Property would be vested in the Condemnor upon the filing of its acquisition map; and

WHEREAS, on June 27, 2024, the Condemnor filed the acquisition map of the Property in the Office of the Oneida County Clerk as Map No.: 2024-00016 vesting title to the Property in the Condemnor; and

WHEREAS, as a result of the vesting of title to the Property, Claimant filed its verified claim for just compensation under EDPL Article 5 on June 26, 2025 (the "Claim"); and

WHEREAS, the Condemnor filed its answer to the Claim on July 16, 2025; and

WHEREAS, the Parties wish to resolve all litigation, claims, and disputes asserted in the Action.

TERMS

NOW THEREFORE, for valuable consideration, including the covenants and agreements stated below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **STEPHEN R. ZOGBY**, as the Chairman of the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, CENTRAL UTICA BUILDING, LLC** and **MOHAWK VALLEY HEALTH SYSTEM** and on behalf of its respective affiliates, subsidiaries, agents, attorneys, heirs, officers, directors, members, managers, employees, and successors and/or assigns (collectively, the "OCIDA Releasors"), hereby fully release and forever discharge **UTICA MED BUILDING, LLC** and **BOWERS DEVELOPMENT, LLC** and on behalf of its respective affiliates, subsidiaries, agents, attorneys, heirs, officers, directors, members, managers, employees, successors and assigns (collectively, the "Utica Med Releasees") from any and all claims arising out of or in any way related to OCIDA's acquisition of the Property by eminent domain of and from all causes of action, suits, liability, debts, dues, sums of money, covenants, contracts, controversies, agreements, damages, judgments and demands whatsoever, in law, admiralty or equity, which the OCIDA Releasors ever had, now have, or may have, for, upon, or by reason of any matter, cause or thing, known or unknown, from the beginning of the world to the effective date of this Agreement against the Utica Med Releasees;

2. **UTICA MED BUILDING, LLC** and **BOWERS DEVELOPMENT, LLC** on behalf of their respective affiliates, subsidiaries, agents, attorneys, heirs, officers, directors, members, managers, employees and successors and/or assigns (collectively, the "Utica Med Releasors"), hereby fully releases and forever discharges the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, CENTRAL UTICA BUILDING, LLC** and **MOHAWK VALLEY HEALTH SYSTEM**, as well as their respective affiliates, subsidiaries, agents, attorneys, heirs, officers, directors, members, managers, employees and successors and/or assigns (collectively, the "OCIDA Releasees") of and from (a) all claims for just compensation and any other damages or amounts recoverable under EDPL Article 5 and/or Article 7 in the certain proceeding captioned *Oneida County Industrial Development Agency v. Utica Med Building, LLC* (Oneida County Index No.: EFCA2024-000701; (b) any and all other claims arising out of or in any way related to OCIDA's acquisition of the Property by eminent domain and (c) all causes of action, suits, liability, debts, dues, sums of money, covenants, contracts, controversies, agreements, damages, judgments and demands whatsoever, in law, admiralty or equity, which the Utica Med Releasors ever had, now have, or may have, for, upon, or by reason of any matter, cause or thing, known or unknown, from the beginning of the world to the effective date of this Agreement against the OCIDA Releasees.

3. **Other Terms.**

- a. This Release shall be binding on the Parties' respective successors, heirs and/or assigns.
- b. The Parties acknowledge that they have been and are represented by attorneys regarding the terms of this Release, and have fully and adequately discussed the terms of this Release with their respective legal counsel.

- c. The Parties acknowledge that each of them fully understands this Release and its final and binding effect, that each has given due consideration to the provisions contained herein and finds such provisions to be in their respective best interests and that each of them has freely and voluntarily entered into this Release, without coercion, duress or undue influence.
- d. This Release shall not be construed against any of the Parties as the drafter. Should any provision of this Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of this Release.
- e. This Release shall be controlled and interpreted according to the laws of the State of New York.
- f. This writing, and the other writings simultaneously signed by the Parties in connection with this Release, are intended by the Parties as a final, complete and exclusive statement of the terms of this Release and/or are given in consideration therefore, and shall supersede all prior negotiations and all communications or understandings of any nature whatsoever.
- g. The Parties each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, that are not embodied in this Release, and that they have not executed this Release in reliance upon any such representation, inducement, promise, agreement or warranty not contained in this Release.
- h. No evidence in any form whatsoever shall be relevant or admissible to supplement, vary or alter the terms of this Release. No modification, waiver or termination of this Release shall be valid and binding unless executed in writing by all the Parties to this Release.
- i. This Release may be executed in several counterparts, each of which when taken together shall constitute the entire Release. A counterpart of this Release signed and transmitted by facsimile or by e-mail as a .pdf file is to be treated as an original document, and the exchange of counterparts signed by all of the parties shall constitute a binding and enforceable agreement. The signature of any party thereon, for purposes hereof, is to be considered the same as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.
- j. The Parties and their counsel agree to cooperate and exercise reasonable efforts to accomplish and implement all acts necessary to reasonably conclude this Release in good faith and will take no action that is inconsistent with full performance of this Release or any term thereof.
- k. The undersigned affirmatively state that they are specifically authorized to enter into this Release on behalf of the party for whom he or she is signing.

- l. Each party shall bear its own attorneys' fees, costs and expenses associated with the disputes covered under this Release.
- m. The Parties agree not to disparage each other. For purposes of this section, "Disparage" shall include the making of a negative statement, whether written or oral, about any of the Parties or any business interest of any of the Parties. The Parties agree and acknowledge that this is a material section of this Release and the Parties reserve their right to seek damages in the event of a violation of this section.
- n. The Parties acknowledge and agree that the all terms of the settlement and this Release will be kept confidential.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Mutual General Release as of the Effective Date.

Dated: June 30, 2026

UTICA MED BUILDING, LLC

By: 
Bryan Bowers, Manager and Authorized Representative

Dated: June 30, 2026

BOWERS DEVELOPMENT, LLC

By: 
Bryan Bowers, Manager and Authorized Representative

Dated: June __, 2026

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Stephen R. Zogby, Chairman

Dated: June 30, 2026

CENTRAL UTICA BUILDING, LLC

By: Michael Kelberman
Authorized Representative

Dated: June __, 2026

MOHAWK VALLEY HEALTH SYSTEM

By: _____
Authorized Representative

IN WITNESS WHEREOF, the undersigned have executed this Mutual General Release as of the Effective Date.

Dated: June 30, 2026

UTICA MED BUILDING, LLC

By: 
Bryan Bowers, Manager and Authorized Representative

Dated: June 30, 2026

BOWERS DEVELOPMENT, LLC

By: 
Bryan Bowers, Manager and Authorized Representative

Dated: June __, 2026

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Stephen R. Zogby, Chairman

Dated: June __, 2026

CENTRAL UTICA BUILDING, LLC

By: _____
Authorized Representative

Dated: ^{July} June 16, 2026

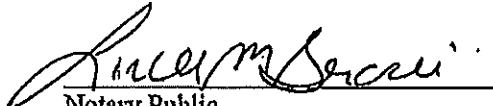
MOHAWK VALLEY HEALTH SYSTEM

By: 
Authorized Representative

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

On the 30th day of June, 2026, before me, the undersigned, personally appeared **BRYAN BOWERS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

LINDAM. BERARDI
Notary Public, State of New York
Qual. in Onondaga Co. No. 01BE4877457
Commission Expires Nov. 24, 2026


Notary Public

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

On the ___ day of June, 2026, before me, the undersigned, personally appeared **STEPHEN R. ZOGBY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public

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

On the 30 day of June, 2026, before me, the undersigned, personally appeared Michael Kallenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

MAUREEN E. FRANKLIN
Notary Public, State Of New York
Appointed In Oneida County
No. 01FR6051213
My Commission Expires Nov. 20, 2026

Maureen E. Franklin
Notary Public

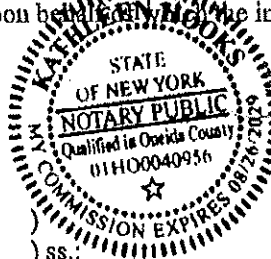
STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On the ____ day of June, 2026, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public

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

On the 16th day of July, 2026, before me, the undersigned, personally appeared Louis Aiello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.



Kathleen Hooks
Notary Public

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

On the ____ day of June, 2026, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public

EXHIBIT "C"

STIPULATION OF DISCONTINUANCE WITH PREJUDICE

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONEIDA**

in the Matter of the Application to Acquire a certain
approximately 1.09± acre Parcel and all Improvements
Located Thereon at 411 Columbia Street in the City of Utica,
County of Oneida, New York, Commonly Referred to as
Oneida County Tax Map Parcel 318.41-2-38 by

**STIPULATION OF
DISCONTINUANCE**

**ONEIDA COUNTY INDUSTRIAL DEVELOPMENT
AGENCY,**

Index No. EFCA2024-000701

Petitioner/Condemnor,

Assigned Judge:
Hon. Bernadetta T. Clark, JSC

-against-

UTICA MED BUILDING, LLC,

Respondent/Condemnee.

PLEASE TAKE NOTICE that the Plaintiffs and Defendants in the above captioned
action hereby agree to discontinue the above captioned action with prejudice pursuant to CPLR
3217(a).

Dated: June __, 2026

GOLDMAN ATTORNEYS PLLC By: _____ Paul J. Goldman, Esq. <i>Attorneys for Petitioner/Condemnor Oneida County Industrial Development Agency</i> 255 Washington Avenue Extension, Suite 108 Albany, New York 12205 (518) 431-0941	FOGEL & BROWN, P.C. By: _____ Michael A. Fogel, Esq. <i>Attorneys for Claimant/Condemnee Utica Med Building, LLC</i> 120 Madison Street, Suite 1620 Syracuse, New York 13202 (315) 399-4343
---	--

August 20, 2026

VIA ELECTRONIC MAIL

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn: Stephen R. Zogby, Chairman

Re: Request for Partial Release – Old Oneida Community Solar Facility, 5792 Old Oneida Road, City of Rome, New York; Release of ±2.12-Acre Parcel (Tax Map Nos. 272.000-2-17 & part of 272.000-2-36)

Dear Chairman Zogby:

NY Rome Old Oneida Road Solar, LLC (the “Company”) (named of record in certain of the below-referenced instruments as “NY Rome Old Oneida Solar, LLC”) is the company beneficiary of the sale-leaseback transaction with the Oneida County Industrial Development Agency (the “Agency”) relating to the solar generating facility known as the Old Oneida Community Solar Facility, located at 5792 Old Oneida Road, City of Rome, Oneida County, New York (the “Facility”). The transaction is evidenced by, among other documents, (i) a Lease Agreement dated December 23, 2025 (memorandum recorded in the Oneida County Clerk’s Office as Instrument No. R2026-000184), (ii) a Leaseback Agreement dated December 23, 2025 (memorandum recorded as Instrument No. R2026-000185), and (iii) a UCC financing statement (filed as UCC No. U2026-000057) (collectively, the “Project Documents”), all relating to real property identified as Tax Map No. 272.000-2-36.

The owner of the underlying fee, the Estate of James D. Elliott, is conveying to Dianne Putaski and Donald J. Putaski, II a ±2.12-acre parcel (the “Released Parcel”), consisting of the existing residential lot and an adjoining portion of Tax Map No. 272.000-2-36, as more particularly described in the enclosed partial releases and shown as “Total Area Combined = 2.12± Acres” on the survey map prepared by Renodin-Plumley Land Surveying, dated June 22, 2026 (File No. 26-010).

Request. The Company hereby requests that the Agency execute and deliver the enclosed partial releases and UCC Financing Statement Amendment releasing the Released Parcel from the Project Documents, and consent to the conveyance of the Released Parcel free and clear of the Project Documents.

Certification. In support of, and to induce the Agency to grant, the requested release, the Company hereby certifies and confirms that the Released Parcel is not necessary, desirable, or useful for the operation of the Facility or the project; that no portion of the Facility or the project improvements is located on the Released Parcel, the Facility being located on the retained lands; and that the release of the Released Parcel will not adversely affect the Facility, the project, or the Company’s obligations under the Project Documents or the related payment-in-lieu-of-taxes agreement.

Remaining Project Property. The Company acknowledges and agrees that the balance of the project real property (Tax Map No. 272.000-2-36, less the Released Parcel) shall remain subject to the Project Documents, and that this request and the requested release pertain only to the Released Parcel.

The Company respectfully requests that the Agency take such action as may be necessary to approve and authorize the requested release, including any authorizing resolution of the Agency's members. Please contact the undersigned if the Agency requires any further information.

Very truly yours,

NY ROME OLD ONEIDA ROAD SOLAR, LLC

By: Emeren US, LLC, its Manager



By: _____

Name: Dane Peacock

Title: General Counsel

**Resolution – Partial Release of Released
Parcel (NY Rome Old Oneida Solar LLC
Facility)**

Date: August 21, 2026

At a meeting of the Oneida County Industrial Development Agency (the “Agency”) held at 584 Phoenix Drive, Rome, New York 13441 on August 21, 2026, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the release of certain lands (NY Rome Old Oneida Solar, LLC Facility).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE A PARTIAL
RELEASE OF LEASE, PARTIAL RELEASE OF LEASEBACK, AND RELATED
DOCUMENTS WITH RESPECT TO THE NY ROME OLD ONEIDA SOLAR LLC
FACILITY LOCATED AT 5792 OLD ONEIDA ROAD, CITY OF ROME, COUNTY
OF ONEIDA.

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"), Oneida County Industrial Development Agency (the "Agency") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the United States of America acting by the through the Secretary of the Air Force conveyed various parcels of land to the Agency all in furtherance of the redevelopment of the former Griffiss Air Force Base; and

WHEREAS, NY Rome Old Oneida Solar, LLC (the "Company") requested the Agency assist in the construction of an approximately 4.2 megawatt AC ground mounted photovoltaic solar facility consisting of racking and foundations, inverters and transformers, necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, access road, security fencing and gating, safety signage and solar photo voltaic ("PV") panels (collectively, the "Improvements"), situated on a 20± acre portion of a 144± acre parcel of land located at 5792 Old Oneida Road, City of Rome, County of Oneida (the "Land"), all for the purpose of furthering the mission of New York State renewable energy goals by providing renewable energy for consumers in the region under the New York State Community Solar Program (the Land and the Improvements are referred to collectively as the "Facility" and the construction of the Improvements is referred to as the "Project"); and

WHEREAS, the Land is now vested of record in the Estate of James D. Elliott (the "Owner") and is leased to the Company pursuant to an Option and Lease Agreement dated June 2, 2022 (the "Ground Lease"); and

WHEREAS, the Company leases the Facility to the Agency pursuant to a Lease Agreement dated December 23, 2025 (the "Lease Agreement") and the Agency leases the Facility back to the Company for its operation pursuant to a Leaseback Agreement dated December 23, 2025 (the "Leaseback Agreement");

WHEREAS, the Agency and the Company are also party to various other documents relating to the Facility, collectively referred to in the Leaseback Agreement as the "Transaction Documents;" and

WHEREAS, the Owner, acting through its duly appointed representative(s), has conveyed or is conveying to Dianne Putaski and Donald J. Putaski, II (together with

their successors, assigns and mortgagees, the "Grantees") a 2.12± acre portion of the Facility (the "Released Parcel"); and

WHEREAS, the Company has represented to the Agency that the Released Parcel is not necessary, desirable or useful for the operation of the Facility; and

WHEREAS, the Company is now requesting the Agency authorize the release of the Released Parcel from the Transaction Documents to allow for the conveyance from the Owner to the Grantees; and

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

Section 1.

(a) Based on representations made by the Company, the Agency hereby determines that the Released Parcel is not necessary, desirable or useful for the Facility.

(b) The Agency hereby authorizes the release of the Released Parcel from the Transaction Documents.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) release the Released Parcel from the Transaction Documents and (ii) execute, deliver and perform a Partial Release of Lease Agreement and a Partial Release of Leaseback Agreement.

Section 3. The Agency is hereby authorized to release the Released Parcel and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Partial Release of Lease Agreement and the Partial Release of Leaseback Agreement (each in substantially the forms customary to the Agency and subject to counsel review) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Partial Release of Lease Agreement and the Partial Release of Leaseback Agreement, in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the

transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on the 21st day of August 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) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand to be effective this 21st day of August 2026.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Tim Fitzgerald, Secretary

MEMORANDUM

TO: Oneida County Industrial Development Agency Board of Directors

FROM: Marc Barraco, GLDC Authorized Representative

DATE: August 14, 2026

RE: Proposed Transfer of 11.0± Acres of Vacant Real Property to Oneida County

By letter dated October 4, 2024, from the Oneida County Attorney to GLDC, the County of Oneida requested that GLDC consider conveying an 11.0± acre portion of GLDC-owned lands to the County of Oneida (the “11.0± Acre Parcel”).

The purpose of the County’s request is twofold:

Approximately one-half of Field 4 of the Delutis Baseball Field complex – which was intended to be located entirely on County-owned land – is situated on the 11.0± Acre Parcel owned by GLDC, creating potential property damage and premises liability concerns that came to light following the July 16, 2024 tornado. Conveyance of the affected portion of the 11.0± Acre Parcel to the County would place responsibility for any property damage and liability associated with Field 4 solely with the County. In addition, the County has requested conveyance of the 11.0± Acre Parcel to facilitate utility installation and support development of the Triangle Site, a significant economic development project expected to create more than 1,000 new jobs.

GLDC is requesting OCIDA to enter into the Partial Release of Lease Agreement with GLDC, whereby the 11.0± Acre Parcel is released from the premises described in the Lease Agreement and the Related Documents, and to sell, transfer, and convey fee simple title to the 11.0± Acre Parcel to GLDC by quitclaim deed for the sum of One Dollar (\$1.00) upon such terms and conditions as are consistent with the MOU and Lease Agreement. In addition, OCIDA is requested to authorize the Chairman, Vice Chairman, or any other officer of OCIDA, acting singly, to execute any release, deed, agreement, instrument, or other document, and to take any action necessary or desirable to carry out and effectuate the foregoing transactions.

OCIDA RESOLUTION

(Conveyance by GLDC of 11.0± Acre Parcel to the County of Oneida)

WHEREAS, on or about January 12, 1999 the County of Oneida (the "County"), Griffiss Local Development Corporation ("GLDC"), the City of Rome, the Town of Floyd and the Oneida County Industrial Development Agency ("OCIDA") entered into a memorandum of understanding (the "MOU") with respect to certain aspects of the re-use and re-development of the former Griffiss Air force Base (the "Base"); and

WHEREAS, on or about May 25, 2000 the Secretary of the Air Force (the "Air Force"), OCIDA and GLDC entered into an economic development conveyance agreement (the "Original EDC Agreement") pertaining to various portions of the Base, which Original EDC Agreement has been amended from time to time (the Original EDC Agreement, as amended, being the "EDC Agreement"); and

WHEREAS, pursuant to the terms and provisions of the EDC Agreement, the Air Force conveyed a parcel of real property containing 87.896± acres ("Parcel F3A") to OCIDA by means of a Quitclaim Deed (the "Deed") dated January 8, 2004 and recorded on May 3, 2004 in the Oneida County Clerk's Office as Instrument No. 2004-009737; and

WHEREAS, OCIDA, as lessor, leases those lands situate within the bounds of Parcel F3A not previously conveyed to third parties (the "Remaining Parcel F3A Lands"), together with other premises to GLDC, as lessee, pursuant to that certain lease agreement dated as of June 1, 2023 (the "Lease Agreement"), a memorandum of which Lease Agreement was recorded on June 29, 2023 in the Oneida County Clerk's Office as Instrument No. R2023-000874; and

WHEREAS, the Remaining Parcel F3A Lands, which are part of the Griffiss Business & Technology Park, Rome, New York, include that certain 11.0± acre parcel of vacant land (the "11.0± Acre Parcel"), which 11.0± Acre parcel is bounded on the south by NYS Route 825, Griffiss Veterans Memorial Parkway, on the north and west by the County-Owned Delutis Baseball Field Complex and Griffiss International Airport, and on the east by lands of 222 Real Estate of Rome Corp. (successor-in-title to Roberts Office Interiors, Inc.); and

WHEREAS, the approximate location of the 11.0± Acre Parcel is depicted on the map which is attached hereto and made a part hereof; and

WHEREAS, pursuant to the terms and provisions of the MOU and the Lease Agreement, GLDC has notified OCIDA that it desires to acquire the fee simple title to the 11.0± Acre Parcel from OCIDA for the sum of One Dollar (\$1.00); and

WHEREAS, upon its acquisition of the fee simple title to the 11.0± Acre Parcel from OCIDA, GLDC intends to transfer and convey the same to the County to facilitate the latter's efforts to develop that portion of the Griffiss International Airport commonly known as the "Triangle Site"; and

WHEREAS, OCIDA desires to facilitate the transfer and conveyance of the 11.0± Acre Parcel by GLDC to the County by first entering into a release agreement (the “Partial Release of Lease Agreement”) with GLDC whereby the 11.0± Acre Parcel is released from the premises described in the Lease Agreement and any documents related thereto such as the PILOT Agreement and the Environmental Compliance and Indemnification Agreement (the “Related Documents”) and then transferring and conveying said 11.0± Acre Parcel to GLDC.

NOW, THEREFORE, be it

RESOLVED, that OCIDA enter into the Partial Release of Lease Agreement with GLDC whereby the 11.0± Acre Parcel is released from the premises described in the Lease Agreement and the Related Documents; and be it further

RESOLVED, that OCIDA sell, transfer and convey the fee simple title to the 11.0± Acre Parcel to GLDC by quitclaim deed for the sum of One Dollar (\$1.00) upon such terms and conditions as are consistent with the MOU and Lease Agreement and as may be agreed to by counsel for OCIDA and GLDC; and be it further

RESOLVED, that any one of the Chairman, the Vice Chairman, and the other officers of OCIDA, acting singly, is hereby authorized and empowered to execute any release, deed, agreement, instrument and/or document, and take any action, as may be necessary or desirable in order to carry out and effect the transactions hereinabove authorized.



Saunders Kahler LLP
ATTORNEYS AT LAW

Joseph E. Saunders
Camille Tauroney Kahler *
Merritt S. Locke
Michael D. Callan
William D. Wallace II ¹
Elizabeth I. Gaffney
* also admitted in Florida
↓ also admitted in Pennsylvania,
Texas and West Virginia

Samuel D. Hester, *of counsel*

June 25, 2026

Via Email RubertL@bsk.com

Oneida County Industrial Development Agency
c/o Laura Ruberto
584 Phoenix Drive
Rome, New York 13441
Attn: Steven Zogby, Chairman

Re: Sale by GLDC of a 5.998± Acre Parcel Located in the Service Campus on Geiger Road,
Rome, New York, a portion of Tax Map No. 243.000-1-1.2 (the "Geiger Road Parcel")

Dear Chairman Zogby:

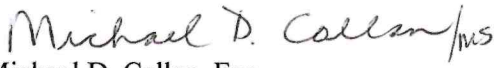
We are counsel to Griffiss Local Development Corporation ("GLDC"). As you know, GLDC was formed to redevelop the Griffiss Air Force Base, with the goal of title being transferred to third party end users.

Oneida County Industrial Development Agency ("OCIDA") acquired title to the Geiger Road Parcel by means of a Quit Claim Deed from The United States of America, acting by and through The Secretary of the Air Force, dated March 21, 2000, and recorded August 4, 2000, in the Oneida County Clerk's Office in Book 2929 of Deeds at Page 226 (the "2000 Deed"). OCIDA leases to GLDC the premises described in the 2000 Deed, including the Geiger Road Parcel, pursuant to a Lease Agreement (the "Lease Agreement"), the term of which Lease Agreement is scheduled to expire on June 30, 2033.

GLDC is under contract to sell a portion of the Geiger Road Parcel, as shown on the enclosed map, to a third party end user. In connection with any such sale, the property would need to be released from the Lease Agreement to facilitate the transfer to the third party. The released land is vacant and zoned for commercial use. There is not any further or better use that GLDC can identify with respect to its economic development objectives. Accordingly, GLDC is requesting that OCIDA authorize the release of that portion of the Geiger Road Parcel, as shown on the enclosed map, from the Lease Agreement in anticipation of future conveyance by GLDC, or a party that GLDC directs, for purposes of completing the sale as described herein. Upon approval of the transfer by OCIDA to GLDC, I will forward the final survey map, legal description and proposed transfer documents.

Best regards,

SAUNDERS KAHLER, L.L.P.


Michael D. Callan, Esq.

MDC/mb
Enclosure

**Resolution – Partial Release of Lease and
Conveyance to Griffiss Local Development
Corporation (Geiger Road Parcel)**

Date: August 21, 2026

At a meeting of the Oneida County Industrial Development Agency (the “Agency”) held at 584 Phoenix Drive, Rome, New York 13441 on August 21, 2026, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the release and conveyance of certain lands from Griffiss Local Development Corporation Facilities at Griffiss Business and Technology Park (Geiger Road Parcel).

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE A PARTIAL
RELEASE OF LEASE, DEED, AND RELATED DOCUMENTS WITH RESPECT
TO CONVEYING TO GRIFFISS LOCAL DEVELOPMENT CORPORATION A
PORTION OF THE GEIGER ROAD PARCEL 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"), Oneida County Industrial Development Agency (the "Agency") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the United States of America acting by the through the Secretary of the Air Force conveyed various parcels of land to the Agency all in furtherance of the redevelopment of the former Griffiss Air Force Base; and

WHEREAS, the Agency is the fee owner and lessor, and Griffiss Local Development Corporation ("GLDC") is the lessee and beneficial owner, of that certain 5.998± acre parcel of land located in the Service Campus on Geiger Road in the Griffiss Business & Technology Park, Rome, Oneida County, New York (the "Land") together with all building and improvements situate thereon, if any (the "Improvements" and together with the Land, collectively, the "Geiger Road Property"); and

WHEREAS, the Agency leases the Geiger Road Property to GLDC pursuant to a Lease Agreement dated as of June 1, 2023 (the "Master GLDC Lease") under which the Agency assists GLDC with the development of the Griffiss Business and Technology Park, City of Rome, Oneida County, New York ("Griffiss Park"); and

WHEREAS, GLDC and Indus Hospitality Group Inc. entered into a Real Estate Purchase and Sale Agreement dated June 19, 2025 (the "Contract"), as amended, pursuant to which GLDC will sell, and Indus Hospitality Group Inc. will purchase, the Geiger Road Property; and

WHEREAS, GLDC is now requesting the Agency authorize the release of the Geiger Road Property from the Master GLDC Lease for conveyance to GLDC, for further conveyance to Indus Hospitality Group, Inc.; and

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

Section 1.

(a) The Agency hereby determines that releasing the Geiger Road Property from the Master Lease and conveyance to GLDC is in furtherance of GLDC's economic development objectives for Griffiss Park.

(b) The Agency hereby authorizes the release of the Geiger Road Property from the Master GLDC Lease and conveyance to GLDC, on the condition that any easements the Agency previously granted through the Geiger Road Property will carry forward with the release and conveyance.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) release the Geiger Road Property from the Master GLDC Lease, (ii) execute, deliver and perform a Partial Release of Lease Agreement, (iii) convey the Geiger Road Property to GLDC (together with all related easements) pursuant to a Bargain and Sale Deed for its further conveyance to Indus Hospitality Group, Inc., and (iv) execute, deliver and perform the Bargain and Sale Deed and ancillary documents.

Section 3. The Agency is hereby authorized to release and convey the Geiger Road Property and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Partial Release of Lease Agreement and the Bargain and Sale Deed (each in substantially the forms customary to the Agency and subject to counsel review) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Partial Release of Lease Agreement and the Bargain and Sale Deed, in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the

Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

DRAFT

[illegible]

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

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on the 21st day of August 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) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand to be effective this 21st day of August 2026.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: Tim Fitzgerald, Secretary

**Resolution Modifying Project Description
and Extending Project Inducement
Copper Village Facility**

Date: August 21, 2026

At a meeting of the Oneida County Industrial Development Agency (the "Agency"), held at 584 Phoenix Drive, Rome, New York 13441 on August 21, 2026, the following members of the Agency were:

Members Present:

Staff Present:

Others Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to extending the inducement and consolidating a multi-phase project into a single-phase project relating to a certain industrial development facility more particularly described below (Copper Village Facility).

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

RESOLUTION MODIFYING THE PROJECT DESCRIPTION AND
EXTENDING THE PROJECT INDUCEMENT WITH RESPECT TO
THE COPPER VILLAGE FACILITY LOCATED IN THE CITY OF
ROME, ONEIDA COUNTY.

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

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

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

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

acquired and installed in the Improvements (the “Copper Village 4% Equipment, and together with the Copper Village 4% Land and Copper Village 4% Improvements, the “Copper Village 4% Facility”); and

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

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

WHEREAS, by resolution duly adopted on October 17, 2025 the Agency extended the inducement of the Project; and

WHEREAS, the Company submitted a letter to the Agency dated August 6, 2026 (a) explaining the reasons for the further delay in closing and requesting a further extension of the Inducement Agreement for a period of twelve (12) months to allow ample time to close the transactions; and (b) requesting the “Project” be modified such that the Copper Village 9% Facility and the Copper Village 4% Facility will be consolidated into a single phase 4% LIHTC project (collectively, the “Project Modification and Inducement Extension”); and

WHEREAS, the financial assistance previously authorized with respect to the Copper Village 4% Facility will apply to the entire Project, in the form of abatement of real property tax for a period of thirty-three (33) years during which time fixed PILOT payments will be calculated as follows:

- (i) during years 1 – 3: a fixed amount equal to the taxes that would have been paid based on the current assessment plus a 2.00% annual escalator;
- (ii) during years 4 – 33: a fixed amount equal to \$250.00 per unit plus a 2.00% annual escalator during years 4 – 18, and a minimum 2.00% and maximum 5.00% escalator during years 19 – 33, such amount to be determined by the Agency based on the financial projections of the Project, and

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a “project”, as such term is defined in the Act; and

(c) The Project Modification and Inducement Extension will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) It is desirable and in the public interest for the Agency to grant the Project Modification and Inducement Extension; and

(e) The SEQRA findings adopted by the Agency on September 5, 2024 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) grant the Project Modification and Inducement Extension such that the Inducement Agreement is valid through September 5, 2027; and (ii) execute, deliver and perform an Agreement to Extend Inducement Agreement (the “Extension Agreement”).

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

Section 4.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Extension Agreement, in the form satisfactory to the Chairman and Agency Counsel, with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “Closing Documents”). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

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

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 6. This resolution shall take effect immediately.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on August 21, 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) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of August 21, 2026.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Tim Fitzgerald, Secretary

PENNROSE

Bricks & Mortar | Heart & Soul

August 6, 2026

Via Electronic Mail

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

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

Dear Mr. Zogby,

On behalf of Copper Village 4% LLC and Copper Village 9% LLC (collectively, the “Company”), we respectfully submit this request for an extension of the Inducement Agreement and Project Agreement dated September 5, 2024 (the “Agreement”), entered into among the Oneida County Industrial Development Agency (the “Agency”) and the Company.

As outlined in Section 4.04, the Agreement permits a twelve (12) month extension upon the Company’s written request, provided the request includes justification for the delay. Since execution of the Agreement, the Company has continued to make substantial progress advancing the Copper Village Project. While the project remains highly competitive and continues to receive positive feedback from stakeholders, the application was not awarded in the 9% Low-Income Housing Tax Credit (LIHTC) 2025 funding round. In response, the Company has worked closely with HCR, the City of Rome, Oneida County, and other project partners to refine the development strategy and financing plan. To improve efficiency and strengthen the overall application, the Company has consolidated the project’s previously separate phases into a single comprehensive 4% LIHTC development.

The Company remains fully committed to the redevelopment of the site and has continued to invest significant time and resources into predevelopment activities, including design advancement, environmental review, stakeholder coordination, and financing efforts. The requested extension will allow the Company to maintain the existing PILOT framework while pursuing the remaining financing necessary to commence construction.

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

We appreciate the Agency’s continued support of this transformative, multi-phase affordable housing development and look forward to working together to bring the Copper Village vision to fruition.

Please let us know if any additional information is required to process this request.

PENNROSE

Bricks & Mortar | Heart & Soul

Sincerely,
Pennrose NY LLC

Marc-Eric Ernestus

Marc-Eric Ernestus
Associate Developer



REQUEST TO AMEND PREVIOUSLY SUBMITTED APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency

584 Phoenix Drive

Rome, New York 13441-1405

(315) 338-0393 telephone

(315) 338-5694 fax

<https://www.oneidacountyida.org>

Shawna M. Papale, Executive Director

spapale@mvedge.org

Please also deliver an electronic copy of all.

All applications must be submitted at least 14 days prior to meeting.

Project Number _____

Project Name Copper Village

Applicant Name Copper Village - Two ownership entities ar

Date of Original Submission 8/15/2024

Date of AMENDED Submission _____

Reasons for Project AMENDMENT Request - Please explain in detail how and why you want to AMEND the original project application. Please explain any differences in scope of original application (plans, costs, jobs, time-frame, etc.) Please use additional sheets if more space needed.

Copper Village respectfully requests an extension of the existing PILOT Agreement associated with the Copper Village redevelopment project in Rome, New York.

The requested amendment is intended to align the PILOT term with the project's revised development schedule and financing timeline. The overall vision, purpose, and community benefits of the project remain unchanged. Since approval of the original application, the development team has continued to advance predevelopment activities, including design refinement, environmental review, coordination with local and state agencies, and the assembly of a complex financing structure necessary to support the redevelopment of the vacant site. As is common with large-scale adaptive reuse and affordable housing developments, the project has experienced delays associated with securing public funding commitments, coordinating multiple financing sources, and completing required due diligence activities. The project was previously envisioned as two separate 9% and 4% tax credit projects, however, after discussion with HCR the decision was made to consolidate the project into one 4% tax credit bond deal.

The requested amendment does not materially change the project's scope, intended use, or public benefits. The project continues to consist of the adaptive reuse and redevelopment of the existing site into approximately 250 units of affordable and workforce housing, along with associated site improvements and community-serving amenities. The target populations and affordability commitments remain substantially consistent with those presented in the original application.

While the project's overall scope remains unchanged, development costs have increased since the original application due to inflationary pressures affecting construction materials, labor, insurance, and financing costs. These increases are consistent with trends experienced throughout the housing development industry and have necessitated revisions to the project's sources and uses budget. The development team has worked closely with funding partners to address these cost increases and maintain the project's overall feasibility.

The anticipated construction commencement and completion dates have shifted from those presented in the original application due to the extended time-frame required to secure financing, finalize project approvals, and coordinate the project's phased redevelopment strategy. The requested PILOT extension will ensure that the project's local incentives remain available and synchronized with the updated financing and development schedule. Importantly, the project is expected to generate similar economic and community benefits as originally proposed, including significant construction activity, creation and retention of jobs during the development period, increased housing opportunities for local residents, substantial private investment in the City of Rome, and the productive reuse of a long-vacant property.

Accordingly, the requested amendment is limited primarily to extending the time-frame associated with the project and reflecting updated development costs and schedules. The fundamental project objectives, redevelopment plans, housing program, and anticipated community benefits remain substantially consistent with the original application.

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
- ☒ Construction of a new building
- ☐ Acquisition of machinery and/or equipment
- ☐ Installation of machinery and/or equipment
- ☐ Other (specify) _____

Please indicate the financial assistance requested of the Agency, and provide the estimated value of said assistance. Attach a sheet labeled "Proposed PILOT" that shows the annual utilization of the Real Property Tax Abatement by year. If there is no change in original PILOT request approved by the Agency, the PILOT section can be skipped.

<u>Agency Assistance Requested</u>		Original Value	Revised Value
☐ Payment In Lieu of Real Property Taxes (PILOT)			
	(Insert savings due to PILOT): \$	19,002,979	\$ 19,002,979
☐ Mortgage Tax Exemption (.75%)		\$ 0	\$ 0
	Insert mortgage amount: \$		\$
☐ Sales and Use Tax Exemption ** (8.75%)		\$ 0	\$ 0
	Insert value of goods/services to be exempted from sales tax: \$		\$
Total: \$		19,002,979	\$ 19,002,979

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.

A 33 year PILOT is being requested for Copper Village. The additional three years are to cover the construction period and expects to pay for the land value assessment taxes. Due to the 100% affordable housing project leveraging prescribed and limited state funds, certainty on cost during those years are required.

**** 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 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.**

REVISED BUDGET REQUEST

Part IX: Estimated Project Cost and Financing

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

Difference
(Auto Calculates)

	Original	Revised	
LAND Acquisition	\$ 950,000	950,000	0
Existing Building(s) ACQUISITION	\$		0
Existing Building(s) RENOVATION	\$		0
NEW Building(s) CONSTRUCTION	\$ 80,942,818 +	97,533,247	16,590,429
Site preparation/parking lot construction	\$ 4,260,147 +	5,770,877	1,510,730
Machinery & Equipment that is TAXABLE	\$		0
Machinery & Equipment that is TAX-EXEMPT	\$		0
Furniture & Fixtures	\$ 279,484	330,000	50,516
Installation costs	\$		0
Architectural & Engineering	\$ 4,043,090	4,191,750	148,660
Legal Fees (applicant, IDA, bank, other counsel)	\$ 1,170,000	1,170,000	0
Financial (all costs related to project financing)*	\$ 33,401,194	45,296,999	11,895,805
Permits (describe below)	\$ 574,547	574,547	0
Other (describe below)	\$		0
Subtotal	\$ 125,621,280	155,817,420	30,196,140
Agency Fee ¹	\$ 339,053	414,544	75,491
Total Project Cost	\$ 125,960,333	156,231,964	30,271,631

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

¹ **See Attached Fee Schedule (Page 25) for Agency Fee amount to be placed on this line.**

Permit Information

Estimate for water, sewer, electric, and gas tap fees based on experience with prior developments.

Other Information

REVISED FINANCING

11(b) Sources of Funds for Project Costs

Bank Financing:	\$ <u>10,094,000</u>
Equity (excluding equity that is attributed to grants/tax credits)	\$ <u>1,868,650</u>
Tax Exempt Bond Issuance (if applicable)	\$ <u>8,551,488</u>
Taxable Bond Issuance (if applicable)	\$ _____
Public Sources (Include sum total of all state and federal grants and tax credits)	\$ <u>135,427,089</u>

Identify each state and federal grant/credit:

\$ State Subsidy: 44,875,000

\$ Grants: 5,500,000

\$ Tax Credit Equity: 85,342,826

\$ _____

Comments:

State Subsidy = HCF SHOP, HCR CIF, NYS HHAP

Grants = ESD CFA Grant, ESD Pro Housing Grant

Tax Credit Equity = SLIHC, LIHTC, Brownfield Cleanup Program

Total Sources of Funds for Project Costs: \$ 156,231,964

Real Estate Taxes

12(a) For each tax parcel which comprises the facility, please provide the following information, using figures from the most recent tax year.

Tax Map Parcel #	Current Assessed Value (Land)	Current Assessed Value (Building)	Current Total Assessment	Current Real Estate Taxes
All Tax Parcels	\$347,544	\$147,475	\$495,030	\$18,384

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.

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.

600

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, there will be an increase in permanent private jobs: property managers, assistance property managers, administrator, maintenance supervisor, maintenance assistant supervisor, a porter, onsite supportive service case managers and a transportation driver for supportive units. Furthermore, there will be daycare staff and retail jobs.

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

☐ Yes ☒ No **If Yes**, explain below.

The current property has not experience any employment changes.
The three owner entities (Pennrose, Human Technologies and Soldier On) have continued growing their businesses and have associated employment growth.

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

*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	10					10
	Full-Time Independent Contractors						
	Full-Time Leased	22					22
A.	Total Full-Time AFTER	32					32
	Part-Time Company						
	Part-Time Independent Contractors	5					5
	Part-Time Leased	1					1
B.	Total FTE Part-Timers AFTER	3					3
C.	Total FTE AFTER *	35					35

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

	Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the <u>JOBS CREATED</u> within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
A.	Full-Time	32					32
B.	FTE Part-Timers	6					6
C.	Total AFTER	38					38

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

Provide Any Notes To Job Information Below

Full-time Company: There will be 7 full-time Pennrose employees in form of property management and maintenance. There will be 3 full-time Soldier On case managers on-site with an additional part time driver. Independent contractors will be hired for landscaping, snow removal, janitorial, repairs, etc.
Leased: Commerical tenants that will be leasing space include up to 3 separate tenants. The 4,000 sf daycare facility is expected to have 10 staff. The remain 6,000 sf of commerical has to-be-determined tenants. The industry standard of 1 full-time position per 500 sf was used to estimate job creation.
The intention is to hire all company and contractors locally.

	Retained Jobs		Created Jobs	
SALARY AND BENEFITS	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)
Management	\$	%	\$ 50,000	%
Administrative	\$	%	\$	%
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$	%	\$ 50,000	%

*** 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:

531311 - Property Manager
561210 - Facilities Support
5617 - Services to buildings and dwellings (exterminating, janitorial, landscaping, cleaning)
44-45 - Commerical
624410 - Childcare services

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

The undersigned requests that the attached materials be submitted as an amendment to the Applicant's original Application for Financial Assistance for review to the Oneida County Industrial Development Agency (the "Agency") and its Board of Directors.

Approval of the modifications to the Application can be granted solely by this Agency's Board of Directors. The Agency reserves the right to request Applicant complete a full Application for Financial Assistance if, after reviewing the attached materials, the Agency determines one is required to properly evaluate the Applicant's request. The undersigned acknowledges that Applicant shall be responsible for all costs incurred by the Agency and its counsel in connection with the attendant negotiations whether or not the transaction is carried to a successful conclusion.

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

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

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

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

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
9. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
10. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material

fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

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

Timothy I. Henkel, being first duly sworn, deposes and says:

1. That I am the Chief Executive Officer (Corporate Office) of Pennrose (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.

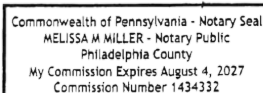


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 6th day of August, 2026.



(Notary Public)



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

By: 

Name: Timothy I. Henkel

Title: Chief Executive Officer

Date: 8/6/26

- Any applicant submitting this form should submit it with a non-refundable application fee of **\$500**.
- If the applicant is requesting an increase in the value of the sales tax exemption, the applicant will also pay an additional fee equal to the increased OCIDA fee (see page 25 of original application) relating to the additional financial assistance. This fee will be payable as a condition of the sales tax exemption being issued.
- If the request is the first request for an extension of time, the \$500 application fee will be the only fee payable.
- If the request is for an extension of time that is not the first request, the OCIDA has the discretion of charging an additional fee.

Please submit 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.