

**Final Authorizing Resolution  
Lewiston Clinton Townhomes, LLC**

**Transcript Document No. 10**

Date: September 5, 2025

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on September 5, 2025, the following members of the Agency were:

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

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

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

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

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Lewiston Clinton Townhomes, LLC.

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

Voting Aye

Voting Nay

Steve Zogby  
David Grow  
Tim Reed  
Kristen Martin  
James Genovese  
Franca Armstrong

*Aricca Lewis abstained from the vote and exited the meeting prior to any discussion*

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE LEASE AGREEMENT, THE LEASEBACK AGREEMENT, THE PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE RECAPTURE AGREEMENT, THE LOAN DOCUMENTS AND RELATED DOCUMENTS WITH RESPECT TO THE LEWISTON CLINTON TOWNHOMES, LLC FACILITY LOCATED IN THE VILLAGE OF CLINTON, TOWN OF KIRKLAND, 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, Lewiston Clinton Townhomes, LLC, on behalf of itself and/or the principals of Lewiston Clinton Townhomes, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in construction of 34 market-rate townhouses in six buildings, together with parking lots, sidewalks, landscaping and all infrastructure and amenities to service the same (collectively, the Improvements") situated on four parcels of land measuring 3± acres in the aggregate located at 137 McBride Avenue, Village of Clinton, Town of Kirkland, Oneida County, New York (the "Land"); and acquisition and installation of equipment in the Improvements (the "Equipment"), all for the purpose of providing housing within the community for surrounding employers, and to enhance talent recruitment and economic development in the region (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

WHEREAS, the Agency will acquire a leasehold interest in the Facility pursuant to a Lease Agreement from the Company to the Agency (the "Lease Agreement") and lease the Facility back to the Company pursuant to a Leaseback Agreement from the Agency to the Company (the "Leaseback Agreement"); and

WHEREAS, the Company will further sublease individual residential units to residential tenants, to be identified from time to time (each a "Sublessee" and collectively, the "Sublessees"); and

WHEREAS, the Agency by resolution duly adopted on July 25, 2025 (the "Inducement Resolution") decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Lease Agreement and Leaseback Agreement; and

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

hearing on August 19, 2025 and has received all comments submitted with respect to the Financial Assistance and the nature and location of the Facility; and

WHEREAS, the County of Oneida has released a study dated March 21, 2025 entitled, *Oneida County, NY Housing Market Inventory, Assessment and Strategy* (the “County Housing Study”), in which it identifies certain types of housing that need to be filled to meet the demands of changing population and workplace demographics within Oneida County; and

WHEREAS, representations made by the Company in its Application for Financial Assistance dated July 8, 2025 (the “Application”) support the finding that the Project will promote employment opportunities and prevent economic deterioration in the area served by the Agency by filling the demand for market rate housing units described in the County Housing Study and providing quality housing for employers to attract a quality workforce to the region; and

WHEREAS, after reviewing the criteria described in the Agency’s Uniform Tax Exemption Policy (Housing Policy) (the “Housing Policy”), the Agency has determined that the Project achieves a score of 70 points and qualifies for financial assistance in the form of reduction of real property taxes for a period of ten (10) years, exemptions from mortgage recording taxes, and exemptions from sales tax on materials and equipment acquired and installed in connection with the Project, which financial assistance is consistent with the Tier 1 benefits described in the Housing Policy; and

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

- Sales and use tax exemption not to exceed \$337,750.00
- Mortgage recording tax exemption not to exceed \$50,062.50
- Real property tax abatement estimated at \$248,722.00

WHEREAS, Pathfinder Bank (the “Bank”) will finance a portion of the costs of the Facility by extending a loan to the Company in the maximum principal sum of \$6,675,000.00 to be secured by a Mortgage (the “Mortgage”) from the Agency and the Company to the Bank and any other documents the Bank may require to secure its lien (collectively, the “Loan Documents”); and

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

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The acquisition, construction and equipping of the Facility, the leasing of the Facility to the Company and the Agency’s Financial Assistance with respect thereto, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The Project will promote employment opportunities and prevent economic deterioration in Oneida County by filling the demand for market rate housing units described in the County Housing Study and providing quality housing for employers to attract a quality workforce to the region; and

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

(f) The SEQRA findings adopted by the Agency at its meeting on July 25, 2025 encompassed the actions to be undertaken by this resolution and no changes have been made to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to undertake the Project; and

(h) The Lease Agreement will be an effective instrument whereby the Company grants the Agency a leasehold interest in the Facility; and

(i) The Leaseback Agreement will be an effective instrument whereby the Agency leases the Facility back to the Company; and

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

(k) The Environmental Compliance and Indemnification Agreement (the “Environmental Compliance and Indemnification Agreement”) between the Company and the Agency will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will

indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(l) The Project Completion and Recapture Agreement (the "Recapture Agreement") between the Company and the Agency will be an effective instrument whereby the Company agrees that the Financial Assistance is conditioned upon maintaining (or causing the Sublessees to maintain) certain employment levels as a result of the Project and the Company completing the Project substantially as presented to the Agency; and

(m) The Loan Documents will be effective instruments whereby the Agency mortgages and/or assigns to the Bank its interest in the Facility.

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

Section 3. The Agency is hereby authorized to accept a leasehold interest in the real property described in Exhibit A to the Lease Agreement and the personal property described in Exhibit B to the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture Agreement and the PILOT Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved. The form and substance of the Loan Documents are hereby approved, subject to the inclusion of the Agency's standard financing provisions and subject to counsel review.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement, the Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture Agreement, the PILOT Agreement and the Loan Documents, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related

documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

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

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

Section 7. This resolution shall take effect immediately.

