

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/ Treasurer/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



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

Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II

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

To: Oneida County Industrial Development Agency Board of Directors
From: Shawna M. Papale
Date: November 11, 2024
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet at **8:00 AM Friday, November 15, 2024.**

Members of the public may listen to the Agency meeting by calling +1-408-418-9388, Access code: 2631 240 7445 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 – October 18, 2024
3. Financial Review
4. Consider a SEQR resolution relating to the **Yoder Properties, Ltd (Stark Truss Company, Inc.)** facility. The Agency has reviewed and concurs with the findings and determination by the lead agency, the Town of Whitestown Planning Department, and adopts a negative declaration.
5. Consider an inducement resolution relating to the **Yoder Properties, Ltd (Stark Truss Company, Inc.)** facility, granting preliminary approval for financial assistance in the form of exemptions from sales tax (valued at \$133,000.00), exemptions from mortgage recording tax (valued at \$18, 876.00) and reduction in real property tax (valued at \$361,665.00), which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy; adopting a finding that the Project is reasonably necessary to (a) discourage the Company and/or the Sublessee from moving out of State and (b) preserve the Company's and/or the Sublessee's competitive position in its industry; and authorizing the Agency to conduct a public hearing.
6. Consider an amendment to the inducement resolution relating to the **Assured Information Security, Inc.** facility. The inducement resolution adopted October 18, 2024 was conditioned upon the company submitting revised employment numbers that included job creation. The company submitted amended application materials and the Agency wishes to amend the inducement resolution to revise the Company's Employment Obligation.
7. OCIDA-EDGE Staff Services Agreement
8. NYSEDC Memo and Request for Funding

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9. 2025 Meeting Dates

Next meeting date: **Friday, December 13, 2024 at 8:00 AM at 584 Phoenix Drive, Rome, NY**

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

October 18, 2024

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

Members Present: Steve Zogby, David Grow, Arrica Lewis, and Franca Armstrong.

Members Present WebEx: Tim Reed.

EDGE Staff Present: Shawna Papale, Tim Fitzgerald, Laura Cohen, Maureen Carney, Marc Barraco, and CJ Hanrahan.

EDGE Staff Present: Mark Kaucher.

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

Others Present Virtual: Linda Romano, Bond, Schoeneck & King; Libby Clark and Dominic Barnett, Bonacio Construction.

S. Zogby called the meeting to order at 8:08 AM.

Minutes – September 20, 2024

S. Zogby presented the draft September 20 meeting minutes for review. **F. Armstrong moved to approve the September 20, 2024 meeting minutes as presented. A. Lewis seconded the motion, which carried 5-0.**

Interim Financials

M. Carney presented the September 30, 2024 interim financial statement. No projects closed during September, and the only income received was interest income. Expenses are slightly higher than expected due to the Agency's sponsorship of the Leading EDGE Awards. Legal expenses are up slightly due to the "A.C. Dellovade" lawsuit, which no longer concerns the Agency. M. Levitt recommended that the Agency request Wolfsped reimburse the Agency for legal expenses incurred. M. Carney stated she would do that. The Agency's 2025 budget was uploaded to PARIS. The Agency is working towards closing the Flex Space project and its associated financing. **The Agency received and accepted the interim financials as presented, subject to audit.**

Copper Village Facility – Final Authorizing Resolution

S. Zogby introduced a final authorizing resolution relating to the Copper Village Facility, authorizing financial assistance (i) to Copper Village 4% LLC in the form of abatement of real property tax for a period of thirty-three (33) years, during which time Copper Village 4% LLC will make fixed PILOT payments, and (ii) to Copper Village 9% LLC in the form of abatement of real property tax for a period of thirty-two (32) years during which time Copper Village 9% LLC will make fixed PILOT payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (Housing Policy) and approving the form and execution of related documents, subject to counsel review. The Agency determined it would decide the amount of the incremental increase to be applied in the last 15 years of the PILOT (2% to 5%) after reviewing 30-year projections and receiving comments from the public hearing, which was conducted on October 8, 2024. T. Fitzgerald shared his assessment of the 30-year projections, in which the debt service coverage ratio on the smaller (9%) facility is sufficient throughout the entire duration of the mortgage to cover the DSCR requirement. However, the larger (4%) facility shows in its projections that in Year 16, the DSCR dips below the required level (1.15), and does not rebound. He also pointed out that the difference between a 2% annual escalator and a 5% annual escalator would only amount to a few thousand dollars each year, and that the PILOT payment alone would not make a substantial difference in the annual DSCR. S. Zogby pointed out that the Agency has the ability to approve a higher annual escalator now and to provide additional relief later on if the project requests it and demonstrates the need. L. Ruberto also pointed out that the project is not ready to begin construction immediately, so if the project identifies greater need as it works to secure financing, the Agency would be made aware and can respond. S. Papale also pointed out that there is precedent that housing projects such as these are required to provide additional information with their annual report each year so that the Agency can better understand its operating status. That would be incorporated into this project as well. **D. Grow made a motion to approve the final authorizing resolution relating to the Copper Village Facility, which will grant approval for financial assistance (i) to Copper Village 4% LLC in the form of abatement of real property tax for a period of thirty-three (33) years during which time Copper Village 4% LLC will make fixed PILOT payments, and (ii) to Copper Village 9% LLC in the form of abatement of real property tax for a period of thirty-two (32) years during which time Copper Village 9% LLC will make fixed PILOT payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (Housing Policy), and approving the form and execution of related documents, subject to counsel review. The**

PILOT will include a 2% annual escalator in Years 1-15 of operation, and a 5% annual escalator in years 16-30 of operation. The facility will also be required to provide periodic operating and financial updates to the Agency. A. Lewis seconded the motion, which carried 5-0.

Cardinal Griffiss Realty, LLC (Assured Information Security, Inc.) Facility – Inducement Resolution

S. Zogby introduced a resolution relating to the Cardinal Griffiss Realty, LLC (Assured Information Security, Inc.) Facility, (i) consenting to the sale of the Facility by CGR to AIS and the assignment of the existing Agency Documents from CGR to AIS; (ii) granting preliminary authorization for financial assistance to AIS in the form of exemptions from sales tax (valued at \$129,124), exemptions from mortgage recording tax (valued at \$18,936) and real property tax abatement through modifying the PILOT Payments in years 14 and 15 of the existing PILOT Agreement and extending PILOT Payments for an additional 10 years during which time AIS will pay a fixed payment (value of additional benefit is \$244,257.80), which financial assistance is a deviation from the Agency’s Uniform Tax Exemption Policy; (iii) making a determination relating to SEQR; and (iv) authorizing the Agency to conduct a public hearing. S. Zogby pointed out that there is no job increase included in the applicant’s application. S. Papale stated that the numbers provided in the application are reflective of the company’s job numbers “in-house,” and may not reflect the work-from-home employees. T. Reed asked if there is a way to separately capture work-from-home employment within Oneida County. S. Papale was confident that staff could track this number. S. Zogby suggested approving the inducement subject to conversations with the business pertaining to committing to net job creation in Oneida County. The members concurred with this approach. **D. Grow made a motion to approve the inducement resolution relating to the Cardinal Griffiss Realty, LLC (Assured Information Security, Inc.) Facility, (i) consenting to the sale of the Facility by CGR to AIS and the assignment of the existing Agency Documents from CGR to AIS; (ii) granting preliminary authorization for financial assistance to AIS in the form of exemptions from sales tax (valued at \$129,124), exemptions from mortgage recording tax (valued at \$18,936) and real property tax abatement through modifying the PILOT Payments in years 14 and 15 of the existing PILOT Agreement and extending PILOT Payments for an additional 10 years during which time AIS will pay a fixed payment (value of additional benefit is \$244,257.80), which financial assistance is a deviation from the Agency’s Uniform Tax Exemption Policy; (iii) making a determination relating to SEQR; and (iv) authorizing the Agency to conduct a public hearing. This financial assistance is subject to conversations with the business pertaining to committing to net job creation in Oneida County. F. Armstrong seconded the motion, which carried 5-0.** L. Ruberto then reminded the Agency members that the Agency’s UTEP ought to be reviewed as to how remote workers are factored into job creation, job retention, and job monitoring.

Woodhaven Ventures, LLC Facility

S. Zogby introduced a resolution relating to the Woodhaven Ventures, LLC Facility authorizing a change to the “Project” to allow for the lease of units. S. Zogby explained that the proposed change is due to the fact that the constructed units are not selling as quickly as anticipated, and that this is an alternative to keep the development project moving forward. F. Armstrong asked for confirmation as to whether this meant that homes would continue to be built as a result of this change. L. Clark responded affirmatively. Ms. Clark then explained the project progress to date, and that she expects economic conditions to improve in the near future so that home sales will start to pick up more. L. Ruberto then explained that if the proposed resolution is approved, when a house is leased, the Agency will enter into a PILOT agreement with Woodhaven Ventures, LLC. If the house were to sell after that point, the PILOT would transfer to the new owner. All PILOTs in the Woodhaven development area end in 2042. With no further discussion, **D. Grow made a motion to approve the resolution relating to the Woodhaven Ventures, LLC Facility authorizing a change to the “Project” to allow for the lease of units. A. Lewis seconded the motion, which carried 5-0.**

Adjournment

With no further business, S. Zogby asked for a motion to adjourn. **At 9:03 AM T. Reed moved, and A. Lewis seconded a motion to adjourn. Motion carried, 5-0.**

Respectfully Submitted,
Tim Fitzgerald

Oneida County Industrial Development Agency
Notes to the Financial Statements
October 31, 2024

Balance Sheet:

1. The balance in cash & cash equivalents and investments is approximately \$793K; of this balance \$377K is in short-term CD's and \$419K is in interest bearing money market accounts
2. The \$1,000 commitment fees collected from the following for projects that have not closed as of October 31:
 1. Solitude Solar, LLC (received February 2022) -project is closed- will reverse the commitment fee at a later date
 2. BW Solar-NY CDG Oneida 2 (received September 2023) closing expected in the next 30 - 60 days
 3. Lodging Kit Company (received February 2024) closing expected prior to 12/31/2024
 4. All Seasonings (received March 2024) closing expected prior to 12/31/2024
 5. Park Grove, LLC (received May 2024)- TBD
 6. National Building & Restoration Corporation (Received May 2024) -TBD
 7. Pennrose LLC/ Copper Village (received September 2024)- TBD
 8. Stark Truss Company (received October 2024)- TBD
 9. Assured Information Security, Inc. (received October 2024)- TBD
3. Fund balance decreased by 9% over the last 12 months

Budget Comparison Report (Income Statement):

1. Interest income on deposits and certificates of deposit has exceeded the annual budget; interest on the M&T investment has not been booked for October as the statement has not been yet
2. Project closings and application fees received in as of 10/31/24 are as follows:

1/5/2024	Above Grid LLC	Admin & Commitment Fee	57,068.00
1/16/2024	Collins Solar	Admin & Commitment Fee	38,841.00
2/2/2024	Kris Tech Wire Company	Project Extension Fee	500.00
2/16/2024	Lodging Kit Company	Application Fee	500.00
3/19/2024	All Seasonings	Application Fee	500.00
5/6/2024	Park Grove, LLC	Application Fee	500.00
5/15/2024	National Building & Restoration Corp	Application Fee	500.00
6/27/2024	Central Utica Building LLC	Admin & Commitment Fee	103,575.00
9/12/2024	Pennrose LLC- Copper Village	Application Fee	500.00
10/1/2024	Delta Luxury Townhomes, LLC	Admin Fee	500.00
10/4/2024	Stark Truss Company	Application Fee	500.00
10/17/2024	Assured Information Security, Inc.	Application Fee	500.00
Total as of 10/31/24			<u>203,984.00</u>

3. Business expense is over budget due to the Leading EDGE awards sponsorship
4. The special ED projects contingency has not been drawn against as of October

Other Significant Items to Note:

1. All of the payments have now been received by Indium for the last year of the Hartford PILOT; the Agency has received the debt service bill from the Town of New Hartford and the funds were distributed in June; the Agency will no longer collect PILOT payments related to the Hartford/Indium PILOT
2. Per the PILOT terms, Wolfspeed is billed quarterly each year; the Q3 payment was received in late August and was disbursed to the jurisdictions and EDGE in accordance with the PILOT Allocation agreement in September
3. All PILOTs administered through Agency with payments due on July 1 have been collected and disbursed
4. The Sovena PILOT payments due for the 2nd half of the year were due until October 31; Sovena was billed and as payments were received within 30 days of the billing date; payments will be made in early November

**Oneida County Industrial Development Agency
Balance Sheet
October 31, 2024 and 2023**

	Current Year	Prior Year
Assets		
Current Assets		
Cash and Cash Equivalents	419,295	243,233 ¹
Investments	377,539	618,388 ¹
Restricted Cash - PILOT Holdings	108,672	285,341
PILOT Holdings	(108,672)	(285,341)
Accounts Receivable	3,270	0
Prepaid Expenses	4,081	7,697
Total Current Assets	804,185	869,318
Fixed Assets		
Furniture/Fixture/Eqpt	6,679	6,679
A/D-Furniture/Fixt/Eqpt	(6,679)	(6,679)
Total Fixed Assets	0	0
Total Assets	804,185	869,318
Liabilities & Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	25,595	56,927
Accrued Expenses	6,460	6,370
Deferred Revenue	9,000	6,000 ²
Total Current Liabilities	41,055	69,297
Total Liabilities	41,055	69,297
Net Assets		
Fund Balance	363,130	400,021 ³
Fund Balance-Board Restricted	400,000	400,000
Total Net Assets	763,130	800,021
Total Liabilities & Net Assets	804,185	869,318

Oneida County Industrial Development Agency
 Budget Comparison Report
 Current Period: 10/1/2024 - 10/31/2024
 Budget Period: 1/1/2024 - 12/31/2024
 With Comparative Periods Ending 10/31/2023 and 10/31/2022

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	10/31/2023	10/31/2022
Revenue						
Reimbursements	0	0	216	0	0	0
Interest Income	587	1,450	20,346 ¹	14,501	20,257	1,187
Lease Payments	0	5,292	59,031	52,917	57,000	51,000
PILOT Application / Admin Fees	1,500	22,500	203,984 ²	225,000	108,373	198,283
Total Revenue	<u>2,087</u>	<u>29,242</u>	<u>283,577</u>	<u>292,417</u>	<u>185,630</u>	<u>250,470</u>
Expenses						
Business Expense	0	103	6,560 ³	1,025	1,419	784
Contracted Service-Accounting	646	646	6,460	6,458	6,250	5,833
Contracted Services - Legal	850	850	8,500	8,500	8,500	8,450
Contracted Services- Other	355	250	3,552	2,500	1,692	3,269
Marketing- Contracted Services	0	792	1,952	7,916	6,330	915
Dues & Subscriptions	0	167	1,250	1,667	1,250	1,250
Insurance - General	414	375	3,820	3,750	3,270	3,327
Special ED Projects Contingency	0	2,083	0	20,833	20,833	20,833
Office Supplies & Expense	0	208	485	2,083	0	0
Seminars & Conferences	0	0	0	0	2,625	3,679
Tuition Agreement	0	0	0	0	3,750	0
Service Fees	23,768	23,768	237,683	237,683	230,333	202,500
Total Expenses	<u>26,033</u>	<u>29,242</u>	<u>270,263</u>	<u>292,416</u>	<u>286,253</u>	<u>250,840</u>
Excess or (Deficiency) of Revenue Over Expenses	<u>(23,946)</u>	<u>0</u>	<u>13,314</u>	<u>1</u>	<u>(100,623)</u>	<u>(370)</u>

**Oneida County Industrial Development Agency
Statement of Cash Flows
For the Period Ending October 31, 2024**

Cash Flows From (Used by) Operating Activities	
Increase (Decrease) in Net Assets	\$ (36,891)
Adjustments for Noncash Transactions	
Depreciation and Amortization	0
(Increase) Decrease in Assets	
Accounts Receivable	(3,270)
Accounts Receivable-PILOTs billed	0
Investments	240,848
Prepaid Expenses	3,617
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	(31,242)
Deferred Revenue	3,000
Net Cash Flows From Operating Activities	<u>176,062</u>
 Cash Flows From (Used By) Investing Activities	
Capital Expenditures	<u>0</u>
Net Cash From (Used by) Investing Activities	0
 Cash Flows From (Used By) Financing Activities	
Repayments of Long Term Debt	0
Proceeds from Long Term Debt	<u>0</u>
Net Cash Flows (Used by) Financing Activities	0
 Net Increase (Decrease) in Cash and Cash Equivalents	176,062
 Cash and Cash Equivalents, Beginning of Period	243,233
 Cash and Cash Equivalents, End of Period	<u><u>\$ 419,295</u></u>



APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency

584 Phoenix Drive

Rome, New York 13441-1405

(315) 338-0393 telephone

(315) 338-5694 fax

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

Shawna M. Papale, Executive Director

spapale@mvedge.org

Please submit the signed and notarized completed application (Pages 1-25 ONLY), which must include any applicable addendum or supplemental information requested in the application, along with payment of a non-refundable \$500 Application Fee (\$5,000 for Solar applications) and a \$1,000 Commitment Fee (will be applied to final closing costs) to the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome NY 13441-1405, within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. An electronic version of the application must accompany the original application via physical media or e-mail.

5974 Judd Rd

Project Name

10/04/2024

Date of Submission

Important Notes to Applicant:

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

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

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

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

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

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

Part I: Applicant Information

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

Applicant

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

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

1(c) Telephone/Facsimile Numbers: 330-478-2100 Ext. 1139 & 1136

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

1(e) Secondary Email Address Jason.Brown@starktruss.com

1(f) Contact Person: Mark Taylor, CFO

1(g) Is the Applicant a

- Corporation: If Yes, Public Private
If public, on which exchange is it listed?
- Subchapter S
- Sole Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Corporation/Partnership
- Single-Member LLC (name and EIN below):
Name: _____
EIN #: _____
- DISC _____
- Other(specify) _____

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

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

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

Name	Address	Percentage of Ownership
<p>Yoder Properties, LTD, is the real property entity, and shares common ownership with Stark Truss Company, Inc., the operating company.</p> <p>Please see the attached exhibit for a breakdown of owners and their respective ownership percentages.</p>		

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

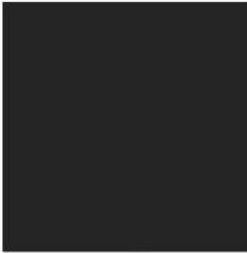
Yoder Properties, LTD, is the real property entity, and shares common ownership with Stark Truss Company, Inc., the operating company.

Please see the attached exhibit for a breakdown of owners and their respective ownership percentages.

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

Yoder Properties

Stark Truss



100.00%

100.00%

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: Jason Brown, Esq. - Risk Manager
Firm: Stark Truss Company, Inc.
Address: 109 Miles Ave SW
Canton, Ohio 44710
Telephone/Fax: 330-478-2100 ext. 1136
Email: jason.brown@starktruss.com

Local counsel to be retained as necessary.

3(b) Applicant's Accountant

Name/Title: Dan Kloha
Firm: 415 Group
Address: 4300 Munson St. NW
Canton, OH 44718
Telephone/Fax: 330-492-0094
Email: Dkloha@415group.com

Business Description

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

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

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

Part II: Project Information

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

Stark Truss Company, Inc. plans to construct a new 27,200 SF wooden truss/building component manufacturing facility located at 5974 Judd Rd, Oriskany, New York 13424 on a 15-acre site. In addition to the manufacturing facility, there will also be a 2,000 SF 2-story wood-built office building attached to the main manufacturing structure. This project is sited immediately across Judd Rd. from the Oneida County Public Works complex and will result in the development of a previously underutilized lot of undeveloped land. The new facility will create an attractive environment for new talent seeking career opportunities at a respected company with a long track record of success. This expansion will retain the existing 24 employees and will lead to the creation of 8 new full-time positions, many of which will be entry level and thus made available to individuals of all socioeconomic backgrounds. These newly-created jobs will include manufacturing jobs for Roof Truss, Floor Truss, and Wall Panel manufacturing. There will also be additional jobs available serving in support roles for the manufacturing process such as Truck Drivers, Yard/Lift Employees, Office Employees, Design Jobs, and others.

Reasons for Project

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

Stark Truss Company, Inc. plans to undertake this project because it will create an attractive environment for new talent seeking long-term career opportunities with the company.

The company's current facility in Whitesboro, NY, makes it challenging to attract and retain employee talent and this new site is vital for strengthening and growing Stark Truss Company's presence in the upstate New York region.

The new intended site will also allow for business growth to continue unhindered by the site-specific limitation of its current location. Moving operations from an old industrial facility located in a floodplain to the proposed Judd Rd site will allow for increased manufacturing capacity as well as assisting in growing the company's local workforce.

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

Stark Truss Company, Inc. is requesting the assistance of OCIDA with the project to enable the company to maintain a presence in Oneida County and retain its existing employees along with adding additional employees. The OCIDA benefits make the proposed project feasible due to increased project costs stemming from material pricing and labor inflation.

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

Yes No

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

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

If funding was not secured, Stark Truss Company, Inc.'s expansion project and growth plans would be severely impeded. Investment and expansion would likely be redirected to a different location resulting in operations being moved outside of Onedia County and potentially to other existing Stark Truss Company plants outside of New York.

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

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

The proposed project will strengthen Stark Truss Company's ties in the region and result in a significant commitment of resources to expand operations and grow the employee base in the county. Being able to build on existing connections and employee networks presents a strong reason for investing in the proposed project.

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

Yes No

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

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

Stark Truss Company currently leases space for its manufacturing operations at a facility located at 44 Old Mohawk St. Whitesboro, NY 13492 which formerly served as a foundry. The nature and age of the building and limited ground/yard space limits growth and operational efficiency. The site's location in a flood plain also results in disruption to business activities. Importantly, the location and nature of this facility make it difficult to attract and retain a talented workforce.

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

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

An application in 2023 for a proposed site at 878 Ellsworth Rd. was submitted to both OCIDA and ESDC but site-specific issues resulted in this project being terminated.

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

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

If Yes, please explain.

Stark Truss Company intends to file an application for CFA incentives for the same proposed project at Judd Rd. within this 180 day window.

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

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

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

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

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

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

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

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input type="checkbox"/> Fill-in Real Property Tax Abatement (value of PILOT savings): \$	361,665
<input type="checkbox"/> Mortgage Tax Exemption (.75%) \$	18,875.45
Amount of mortgage: \$	2,516,726 (fill-in)
<input type="checkbox"/> Sales and Use Tax Exemption ** (8.75%) \$	133,000.00 (Not available for solar)
Value of goods/services to be exempted from sales tax: \$	1,520,000 (fill-in)
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$	_____

**** TOTAL EXEMPTION ASSISTANCE REQUESTED: \$ 513,540**

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

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

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

PAYMENT IN LIEU OF TAX BENEFIT VALUE CALCULATOR

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

Information on Real Property Proposed For PILOT	
Estimated Assessment in 1,000s	\$ 1,300

Stark Truss

Provide

Tax Rates Per 1k of Assessment at time of application*	Full Payment	Rate Year	Muni
Oneida County	\$ 10.290961	24	Oneida
City or Township**	\$ 4.575305	24	Whitestown
Village**	\$ -		
School District	\$ 33.820482	24-25	Oriskany
Total	\$ 48.686748		

\$ 49.66 25 26 27
\$ 50.65 \$ 51.67

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

PILOT VALUE CALCULATOR VALUES	1.02	1.04	1.06	Estimated Pyt.	PILOT Value
		Full		IDA-Industrial	
Payment Based on 3-31-2026 TSD	\$ 51.67	\$ 67,167		\$ 22,389	\$ 44,778
Year 2 Payment	\$ 52.70	\$ 68,510		\$ 22,837	\$ 45,673
Year 3 Payment	\$ 53.75	\$ 69,880		\$ 23,293	\$ 46,587
Year 4 Payment	\$ 54.83	\$ 71,278		\$ 23,759	\$ 47,519
Year 5 Payment	\$ 55.93	\$ 72,704		\$ 24,235	\$ 48,469
Year 6 Payment	\$ 57.04	\$ 74,158		\$ 24,719	\$ 49,388
Year 7 Payment	\$ 58.19	\$ 75,641		\$ 25,214	\$ 50,427
Year 8 Payment	\$ 59.35	\$ 77,154		\$ 25,718	\$ 51,436
Year 9 Payment	\$ 60.54	\$ 78,697		\$ 26,232	\$ 52,464
Year 10 Payment	\$ 61.75	\$ 80,271		\$ 26,757	\$ 53,514
Totals:		\$ 735,458		\$ 373,792	\$ 361,665

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

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

10-Sep-24

Name of Applicant: Yoder Properties, Ltd. (Real Estate Co. for Stark Truss)
Miles Ave SW Canton, OH 44710
 Description of Project: New Constuction & equipping facility Jud Road

Name of All Sublessees or Other Occupants of Facility: Stark Truss Company, Inc.
Currently operates from leased bldg. in Whitesboro
44 Old Mohawk St.

Principals or Parent of Applicant: Stephen Yoder, President
Tom Rufener, Proj. Mgr.

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

Estimated Date of Completion of Project: Aug-25

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

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

Project Costs

Land Acquisition	\$ 240,000
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 1,968,263
Installation Costs	\$ 90,000
Site Preparation/Parking Lot Construction	\$ 875,680
Machinery & Equipment (other than furniture)	\$ 1,023,713
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ 41,525
Legal Fees (applicant, IDA, bank, other counsel)	\$ 15,000
Financial (all costs related to project financing)	\$ 5,000
Permits	\$ 5,440
Other	
Agency Fee	\$ 21,373
TOTAL COST OF PROJECT	\$ 4,285,994

Assistance Provided by the Following:

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

Company Information

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

24
8
24

Average Salary of these Positions

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

Earnings Information for Oneida County

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

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

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

15

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 1,464,000	\$ 62,220
Existing	\$ 4,392,000	\$ 186,660
Indirect Jobs		
Created	\$ 1,500,000	\$ 63,750
Existing	\$ 4,500,000	\$ 191,250
Construction - only one year		
Person Years	\$ 469,431	\$ 19,951
TOTALS Calculation of Benefits (3 Yr Period)	\$ 12,325,431	\$ 523,831

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ 527,040	\$ 51,386
	Existing	0.36	\$ 1,581,120	\$ 154,159
Indirect Jobs	Created	0.36	\$ 540,000	\$ 52,650
	Existing	0.36	\$ 1,620,000	\$ 157,950
Construction - only one year	Person Years	0.36	\$ 168,995	\$ 16,477
<u>TOTAL TAXABLE GOODS & SERVICES</u>			\$ 4,437,155	\$ 432,623

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

		Municipality	
Tax Rate for School District where facility is located:	33.820482	Oriskany	24-25
Tax Rate for Municipality where facility is located:	4.575305	Whitestown	2024
Tax Rate for County:	10.290961	Oneida	2024
	Total Rate:		
	48.686748		
Real Property Taxes Paid:	\$ 105,942		

COSTS: IDA BENEFITS

Real Property Taxes Abatement	\$ 361,665
Mortgage Tax Abated (.75%)	\$ 18,875
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 133,000
Total:	\$ 513,540

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

Part III: Facility Information

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

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

7(a) Street Address of Facility:

5974 Judd Rd

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

Whitestown

7(c) School District:

Oriskany School

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

Vacant - formerly site of a homestead.

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

Light Manufacturing

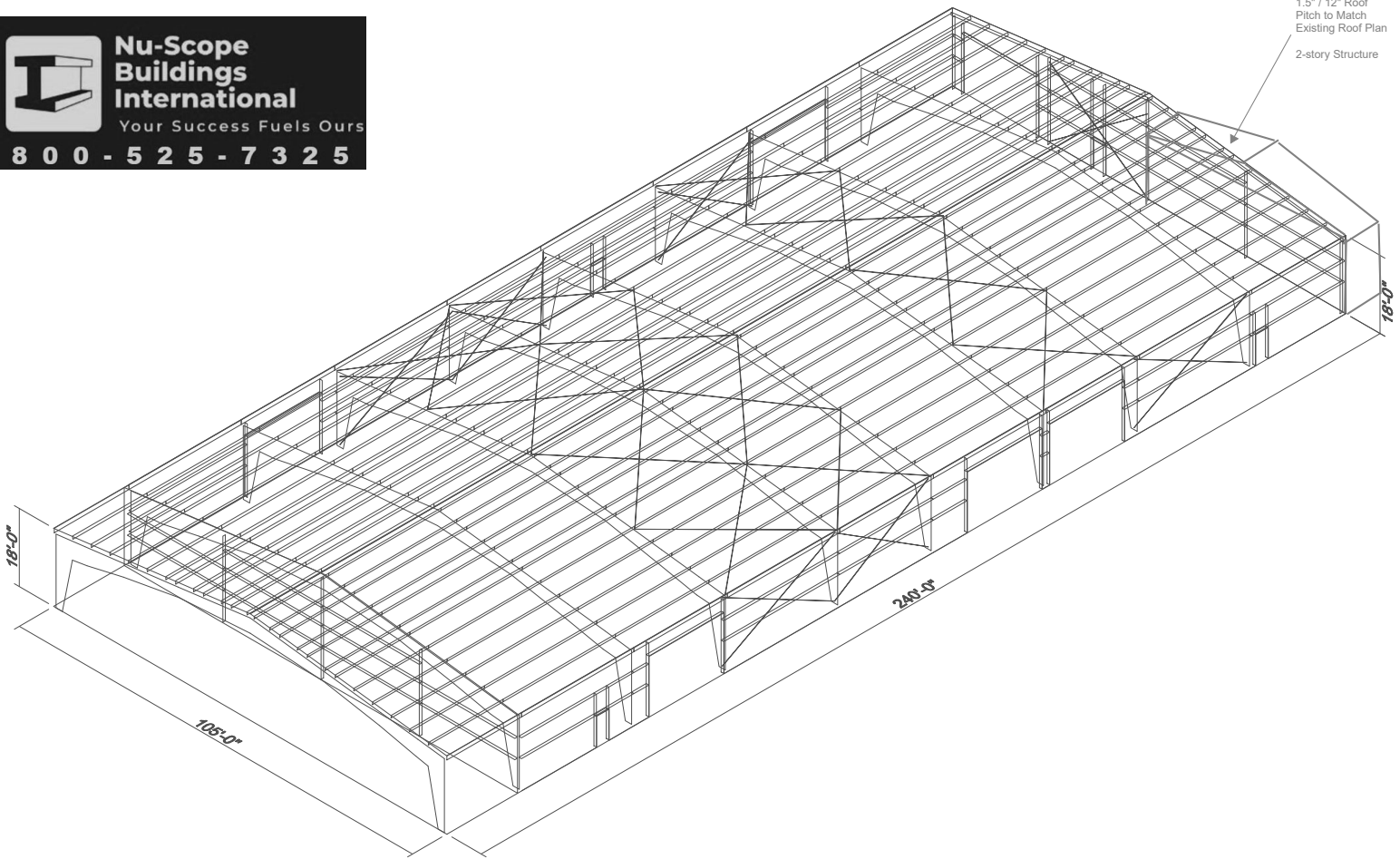
7(f) Please describe in detail the facility to be acquired, constructed or renovated (including number of buildings, square footage, number of floors, type of construction,) and attach plot plans, photos or renderings, if available. If there are infrastructure improvements (water, sewer, gas, electrical,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

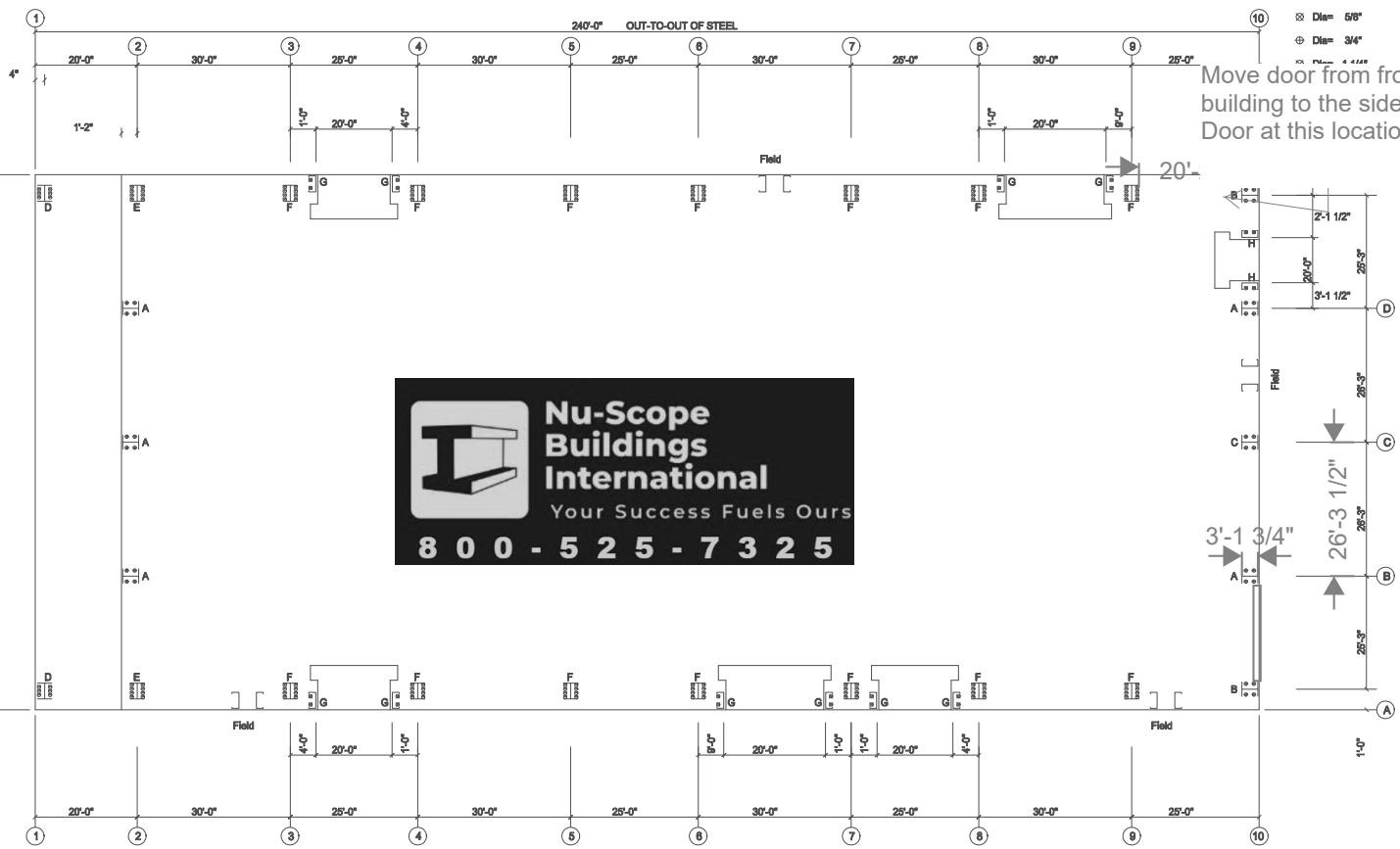
Yoder Properties LTD. plans to, with the acquisition of the 5974 Judd Rd property, build a new 27,200 SF PEMB manufacturing facility. This includes a 2000SF 2-story wood office structure off of the front of the main PEMB structure. The building will be insulated with R30 WMP-VRR insulation in the walls, and R38 Simple Saver's double banded system in the roof. We plan to heat the building with a radiant heating system in the concrete floor of the facility. The building will be powered with 3-phase 600 amp / 480V service. The building will also have a Fire Suppression system.

Attached are the preliminary site plan and building drawings.



**Nu-Scope
Buildings
International**
Your Success Fuels Ours
8 0 0 - 5 2 5 - 7 3 2 5

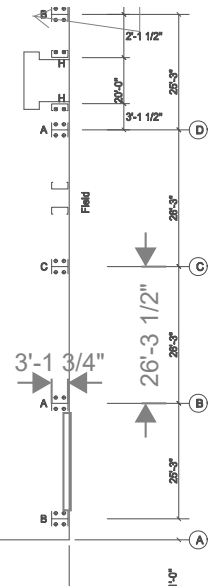


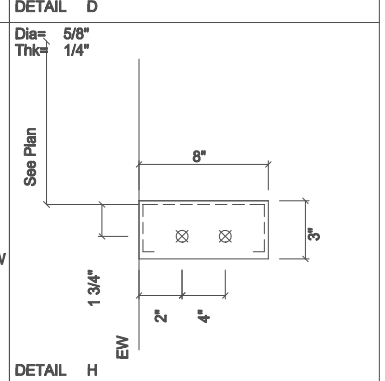
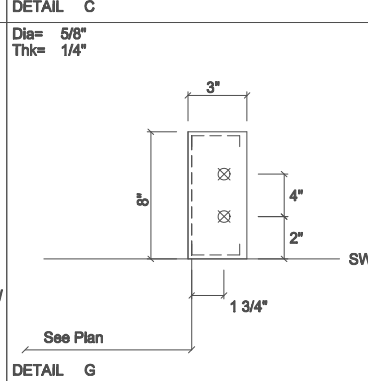
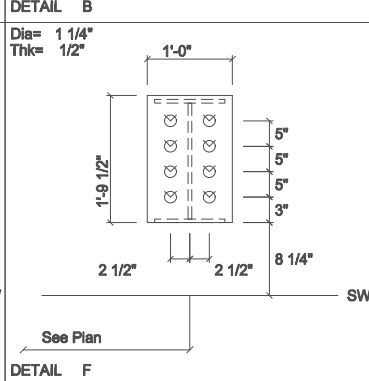
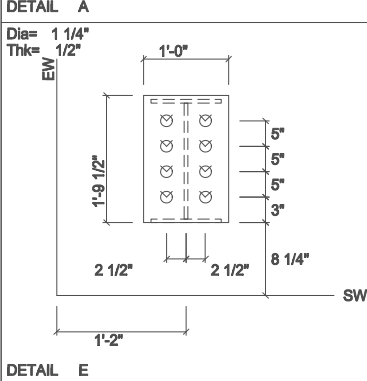
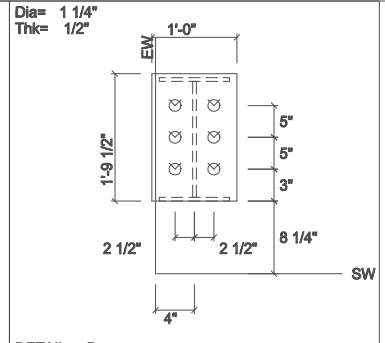
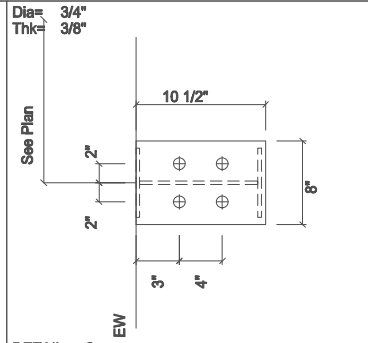
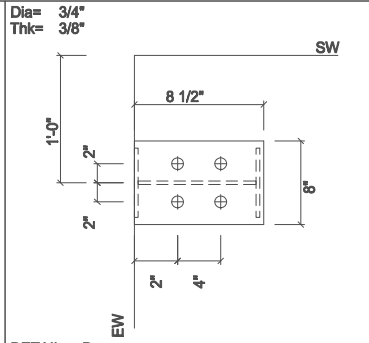
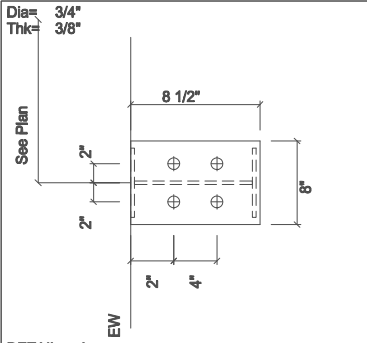


**Nu-Scope
Buildings
International**
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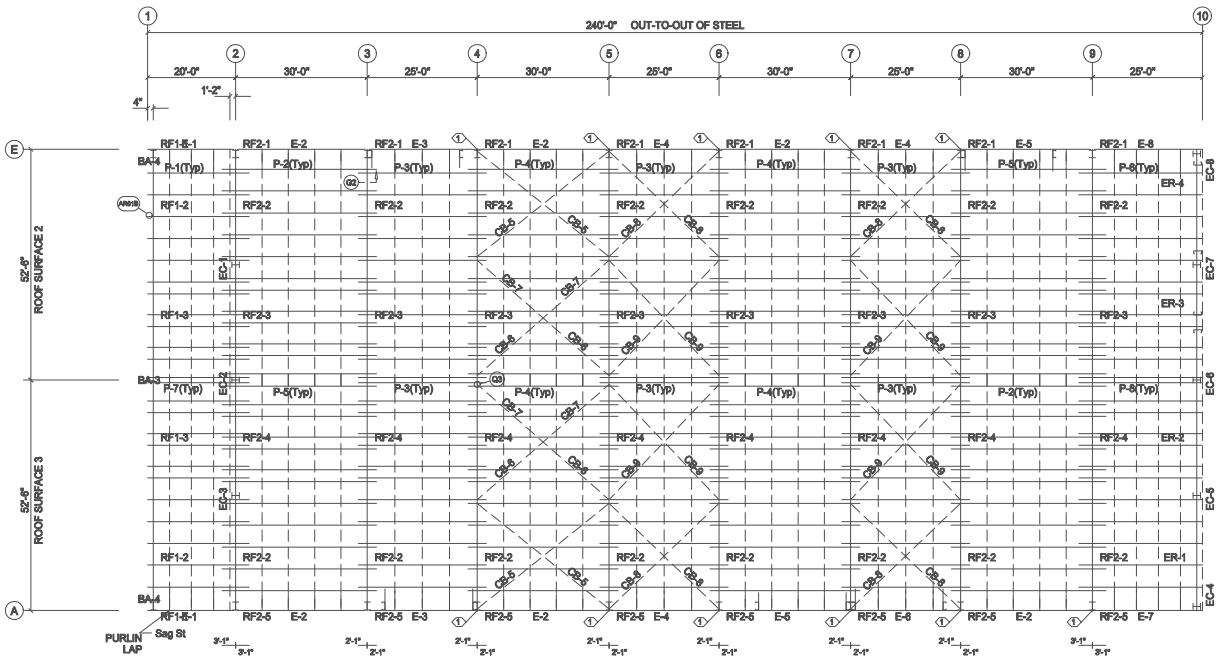
ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)

Move door from front building to the side. 10' Door at this location.



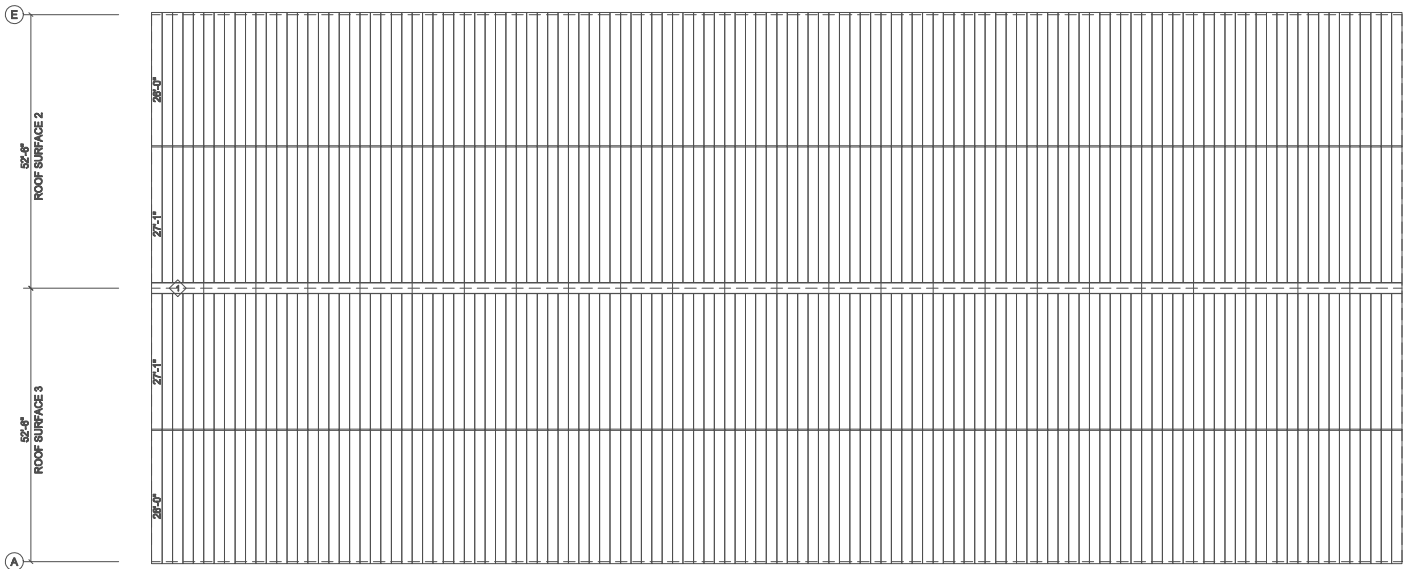
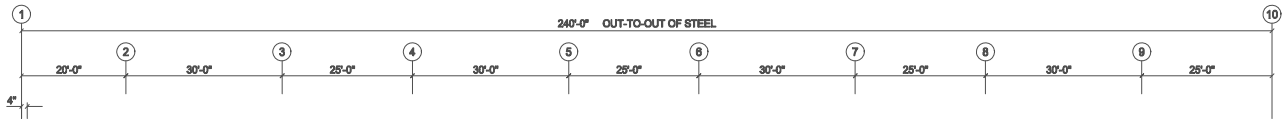


SPECIAL BOLTS					
ROOF PLAN					
Q	ID	QUAN	TYPE	DIA	LENGTH WASH
1		4	A307	1/2"	1 1/4" 0



ROOF FRAMING PLAN

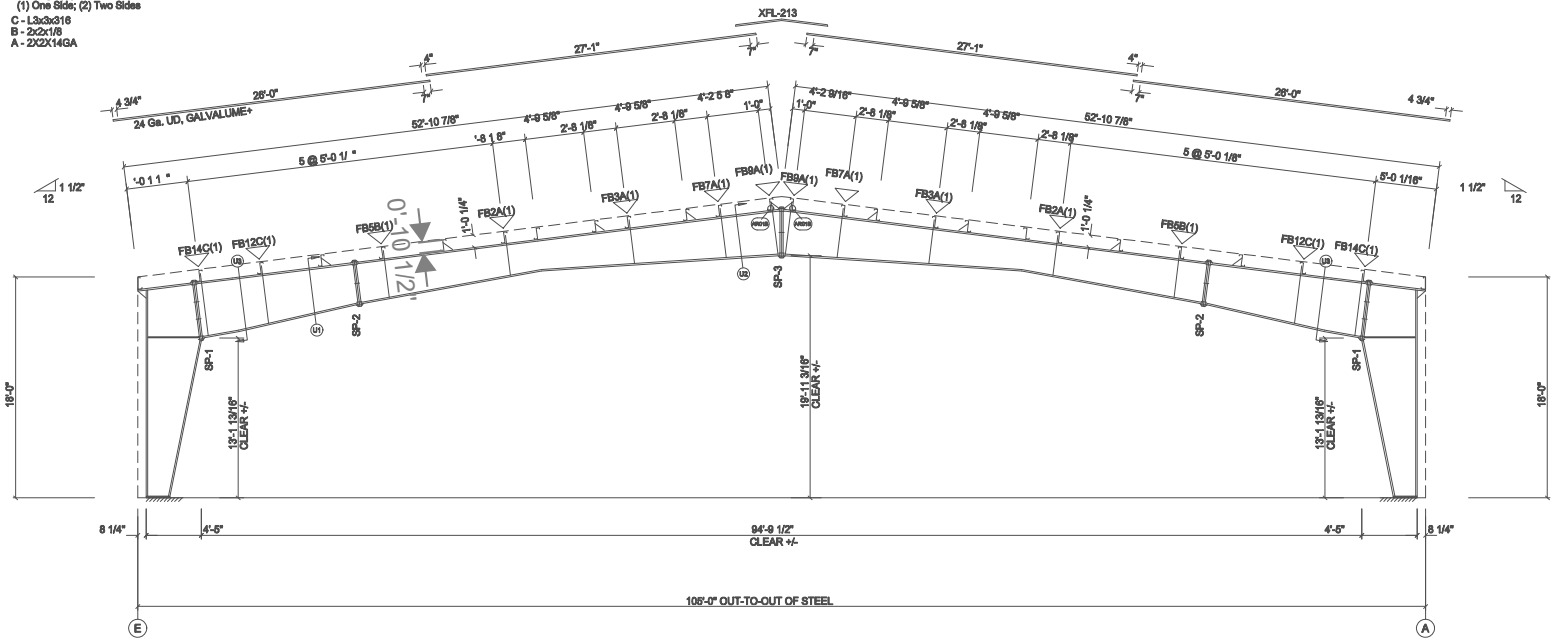
TRIM TABLE				
ROOF PLAN				
ID	QUAN	PART	LENGTH	DETAIL
1	24	XFL-213	10'-2"	TRIM_352



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

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

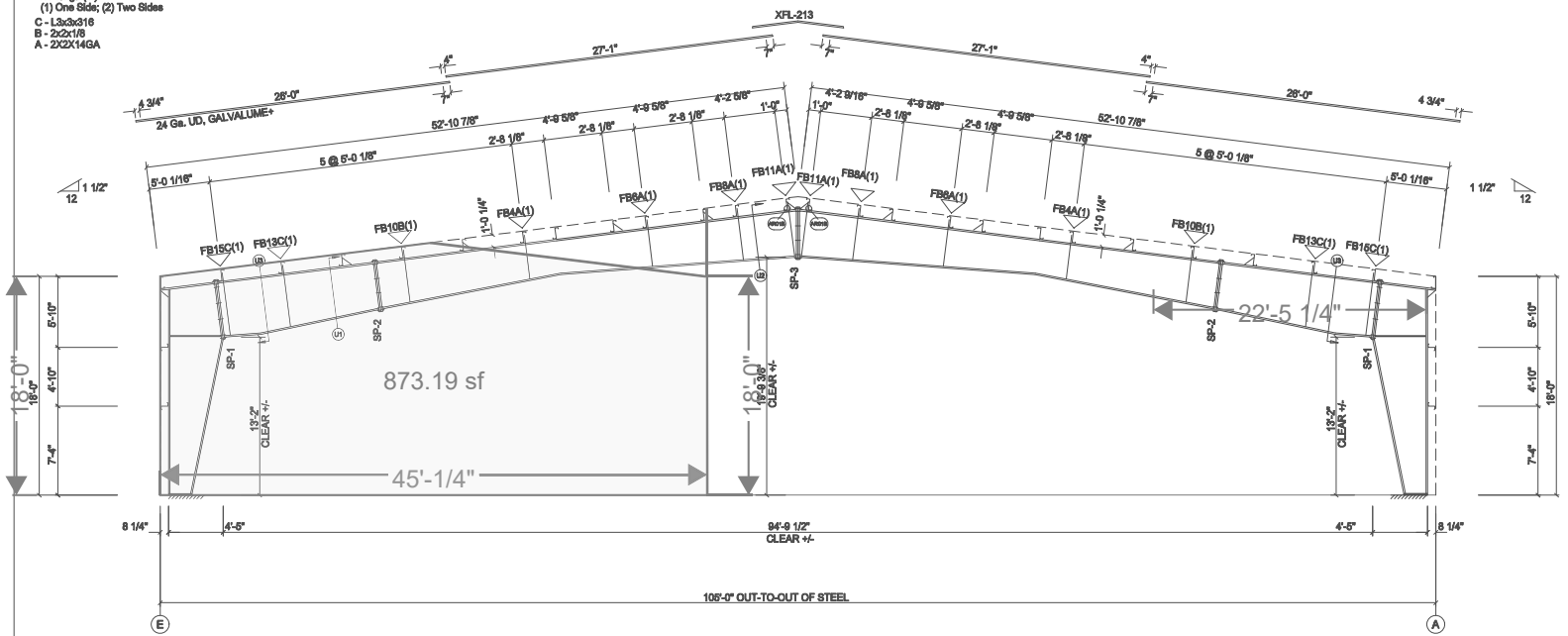
▽ FLANGE BRACES: FBxx (1 or 2)
 xx=length(in)
 (1) One Side; (2) Two Sides
 C - L3x3x216
 S - 2x2x116
 A - 2x2x14GA



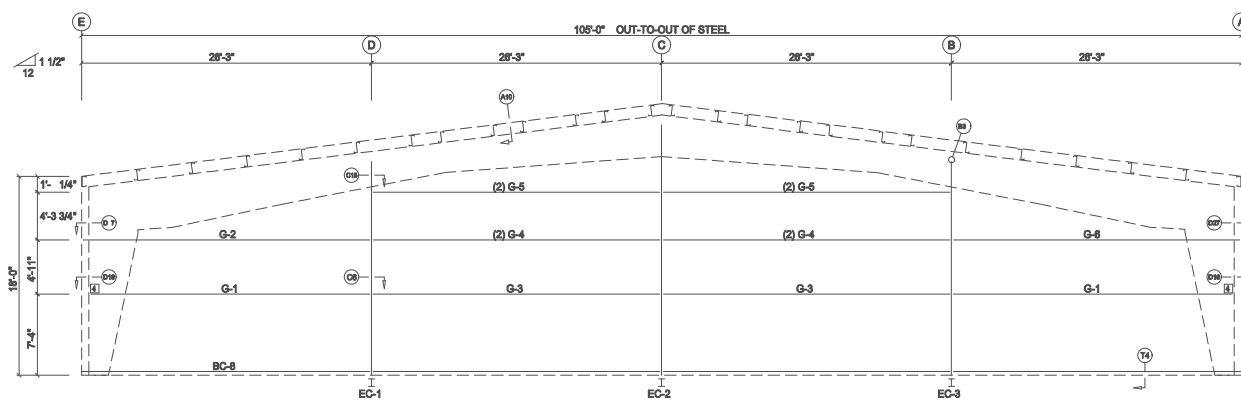
RIGID FRAME ELEVATION: FRAME LINE 1

SPlice PLATE & BOLT TABLE							
Mark	Qty	Top	Bot	Int	Type	Dia	Length
SP-1	6	4	4	A325	1.250	3.50	1'-0"
SP-2	4	4	4	A325	1.000	2.50	1'-0"
SP-3	4	4	4	A325	0.750	2.00	8"

▽ FLANGE BRACES: FBxx (1 or 2)
 xx=length(in)
 (1) One Side; (2) Two Sides
 C - 1.25x2.5
 B - 2x2x1/8
 A - 2X2X1/4



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

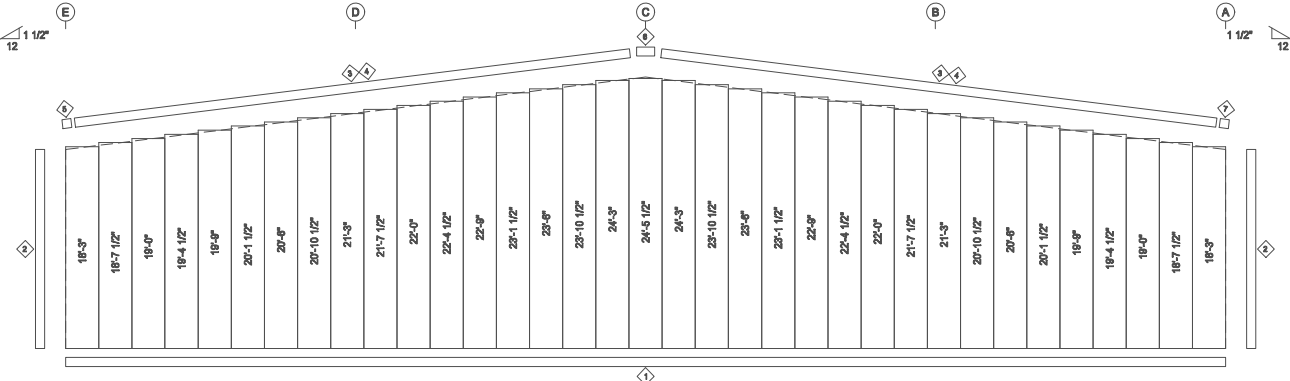


TRIM TABLE				
FRAME LINE 2				
ID	QUAN	PART	LENGTH	DETAIL
1	11	MF-01C	10'-2"	TRIM_182
2	2	CT-01RC	18'-0"	TRIM_19
1/2	152	XFL-218K	17'-9"	
4	1	PT-01C	8'-11"	
5	1	RT-20LK	11'-1"	
6	1	FL-128K	1'-8"	TRIM_12
7	1	RT-20RK	11'-1"	

BOLT TABLE				
FRAME LINE 2				
LOCATION	QUAN	TYPE	DIA	LENGTH
Column/Ref	2	A325	1/2"	1 1/4"

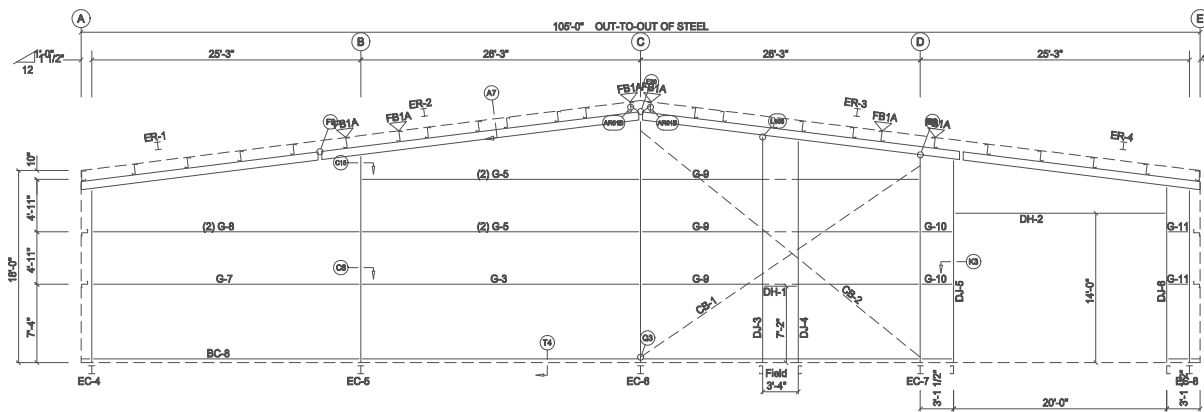
CONNECTION PLATES				
FRAME LINE 2				
ID	QUAN	MARK	PART	
4	2	CC21		

ENDWALL FRAMING: FRAME LINE 2



ENDWALL SHEETING & TRIM: FRAME LINE 2

PANELS: 28 Ga. PBR - SIG 200 WALL



TRIM TABLE
FRAME LINE 10

ID	QUAN	PART	LENGTH	DETAIL
1	8	MF-01C	10'-2"	TRIM_182
2	2	CT-01RC	18'-0"	TRIM_19
3	6	RT-20K	14'-8"	TRIM_22
4	12	XFL-21BK	17'-9"	
5	1	RT-20LK	11'-1"	
6	1	FL-120K	1'-8"	TRIM_12
7	1	RT-20RK	11'-1"	
8	2	JT-01RC	7'-4"	TRIM_80
9	1	HT-01RC	3'-8"	TRIM_72
10	2	XFL-37C	14'-2"	TRIM_80
12	2	JT-01RC	14'-2"	TRIM_80
13	2	HT-01RC	10'-3"	TRIM_72

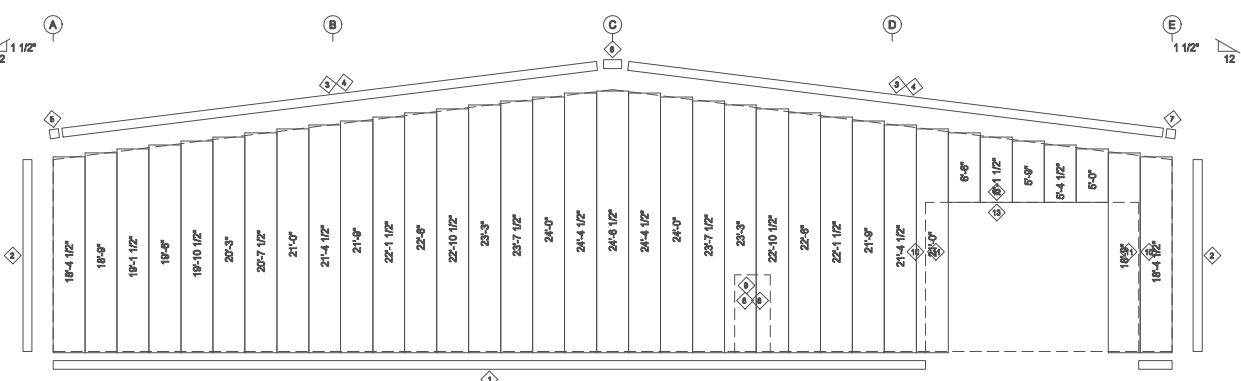
BOLT TABLE
FRAME LINE 10

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

FLANGE BRACE TABLE
FRAME LINE 10

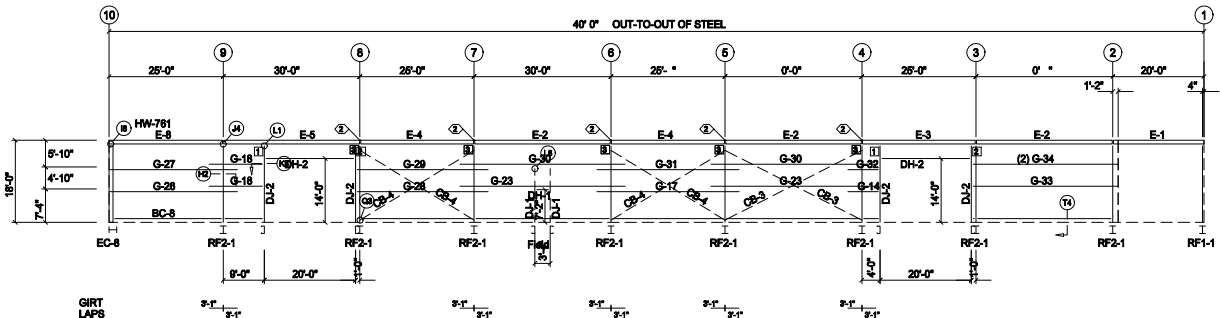
ID	MARK	LENGTH
1	FB1A	1'-8 11/16"

ENDWALL FRAMING: FRAME LINE 10



ENDWALL SHEETING & TRIM: FRAME LINE 10

PANELS: 28 Ga. PBR - SIG 200 WALL

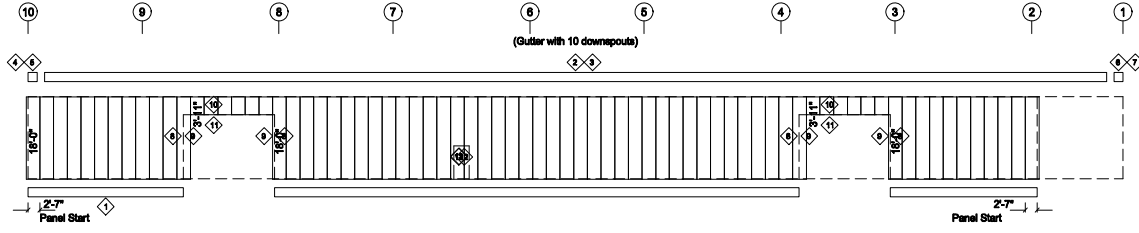


SIDEWALL FRAMING: FRAME LINE E

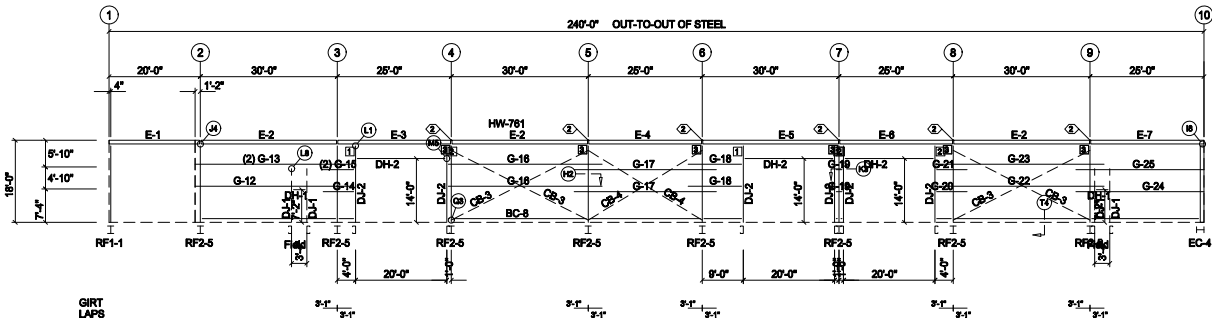
TRIM TABLE				
ID	QUAN	PART	LENGTH	DETAIL
1	18	MF-01C	10'-2"	
2	12	UG-01BK	18'-8"	TRIM_182
3	12	PCT-01	20'-2"	TRIM_382
4	1	UG-01BLK	11'-1"	TRIM_35
5	1	EC-20BLK	10'	TRIM_17
6	1	UG-01BRK	11'-1"	
7	1	EC-20BRK	10'	
8	4	XFL-37C	14'-2"	TRIM_80
9	4	JT-01RC	14'-2"	TRIM_80
10	4	XFL-37C	10'-3"	TRIM_80
11	4	JT-01RC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

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

CONNECTION PLATES			
ID	QUAN	MARK/PART	
1	2	#1	
2	2	#2	
3	5	CC12A	



SIDEWALL SHEETING & TRIM: FRAME LINE E
PANELS: 26 Ga. FBR - SIG 200 WALL

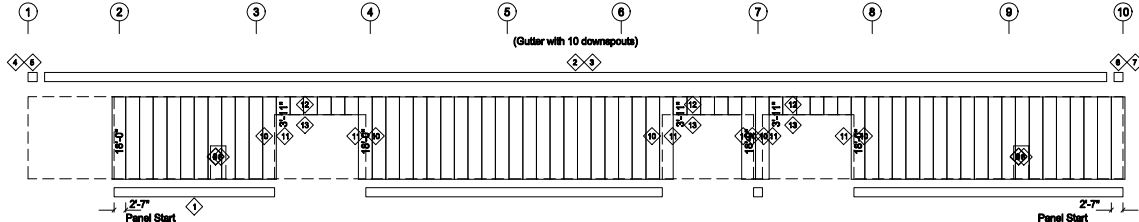


SIDEWALL FRAMING: FRAME LINE A

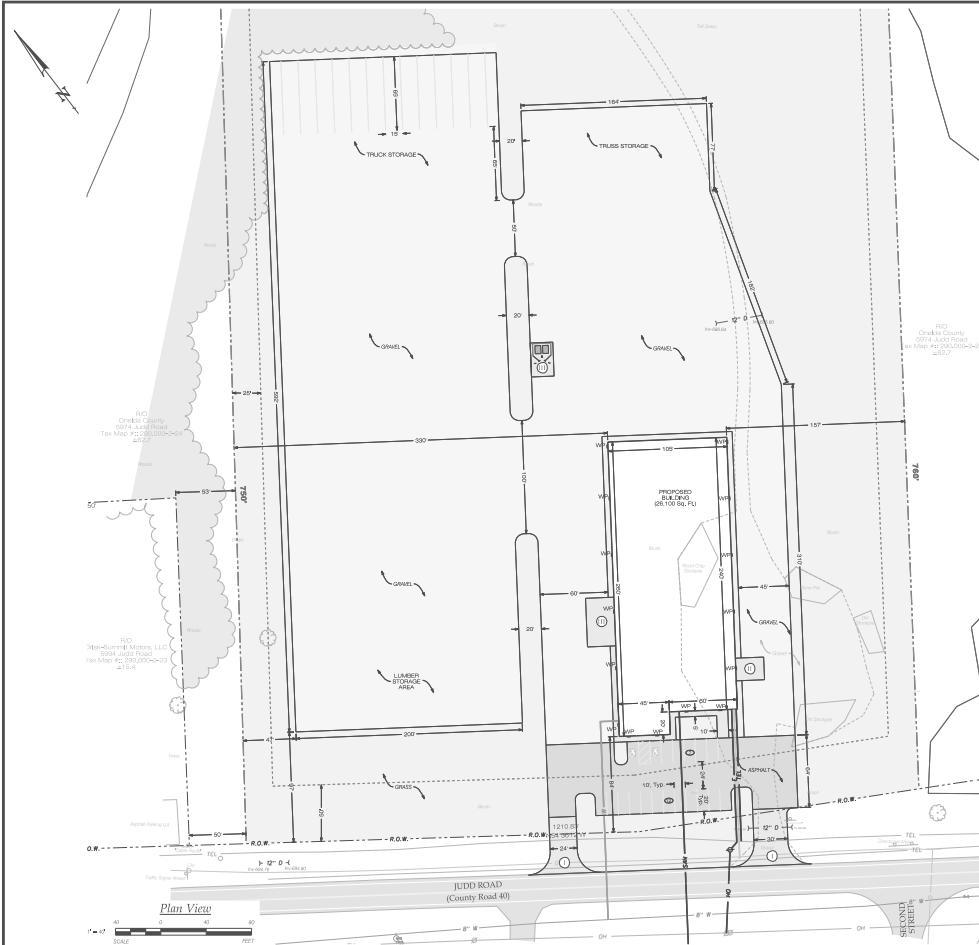
TRIM TABLE				
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2	12	UG-01BK	18'-8"	TRIM_182
3	12	FCT-01	20'-2"	TRIM_382
4	1	UG-01BLK	11'-1"	TRIM_35
5	1	EC-20BLK	10"	
6	1	UG-01BRK	11'-1"	TRIM_17
7	1	EC-20BRK	10"	
8	4	JT-01RC	7'-4"	TRIM_80
9	2	HT-01RC	3'-8"	TRIM_72
10	8	XFL-37C	14'-2"	TRIM_90
11	6	JT-01RC	14'-2"	TRIM_80
12	6	XFL-37C	10'-3"	TRIM_80
13	6	HT-01RC	10'-3"	TRIM_72

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

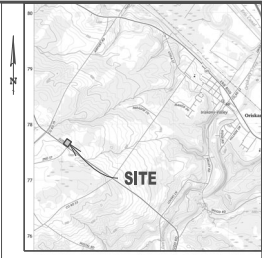
CONNECTION PLATES		
ID	QUAN	MARK/PART
1	3	#1
2	3	#2
3	6	CC12A



SIDEWALL SHEETING & TRIM: FRAME LINE A
PANELS: 26 Ga. FBR - SIG 200 WALL



Existing		Proposed	
---	Property Line	---	Proposed Property Line
- - - R.O.W. - - -	Right of Way	○	Number of Parking Spaces
R/O	Reported Owner	⊞	Handicapped Parking w/ Applicable Storage
⊞	Tree	⊞ TEL	Underground Electric / Telephone
OH	Overhead Utility	⊞ SAN	Sanitary Sewer Lateral
⊞	Utility Pole	⊞	Gas Service
⊞ 8" SAN	Sanitary Sewer w/ Size	⊞ 12" D	Drainage Pipe w/ Size
○	Sanitary Manhole	---	Drainage Swale
⊞	Gas Man / Valve	⊞	Catch Basin
⊞ 12" D	Drainage Pipe w/ Size	⊞	Water Service
⊞	Catch Basin		
⊞	Hydrant / Water Man w/ Size		
---	Ground Surface Contour		



Location Map
 REF: U.S.G.S. Census Quadrangle 2018 23465 4210M

- Notes:
1. Base Map Reference:
 - Topographic Survey: City of Rome, Oneida County, New York, Prepared by Moore Land Surveying, P.C.; Date: 03-26-2018; File No: 18-03
 2. According to the New York State DEC Environmental Mapper (web page), there are no DEC wetlands on or within 100' of the site.
 3. According to the US Fish and Wildlife Service Wetland Online Mapper (web page), there are no federal wetlands on the site.
 4. According to The National Flood Insurance Program Flood Insurance Rate Map for the Village of Rome, Map No. 90050C0107, dated September 27, 2013, the property is located in an area of minimal flood hazard.

PLUMLEY ENGINEERING
 Civil and Environmental Engineering

PLUMLEY ENGINEERING, P.C.
 12210 OLD SECOND STREET
 BALDWINVILLE, NY 13027
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 WWW.PLUMLEYENG.COM

REVISIONS	DATE	BY

PROJECT: JUDD ROAD FACILITY
CLIENT: STARK TRUSS COMPANY
LOCATION: TOWN OF WHITESTOWN, ONEIDA COUNTY, NEW YORK

DESIGN TITLE: PRELIMINARY SITE PLAN

PROJECT NO: 20230011
 FILE NAME: 2023
 SCALE: 1" = 40'
 DATE: AUGUST 2024
 DRAWN BY: JFC
 CHECKED BY: JFC

C201

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

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

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

Construction Commencement: Fall 2024

Construction completion: Spring 2025

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

Yes No

If Yes, please describe.

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

Yes No N/A

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

Approval is pending contemporaneously with this application.

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

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

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

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

If Yes, which Empire Zone: _____

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

Provide detail.

ALL APPLICANTS MUST ANSWER PART IV-8(a)

Part IV: Retail Project Questionnaire

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

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

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

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

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

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

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

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

Yes No

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

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

Yes No

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

Part V: Facility (Legal Information)

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

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

Legal Name: Mohawk Valley EDGE
Address: 584 Phoenix Drive
Rome, NY
Telephone: 315-338-0393
Balance of Mortgage: _____
Holder of Mortgage: _____

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

License Agreement and related documentation for the real property is currently under review with Mohawk Valley EDGE and counsel. Documentation will be provided upon execution.

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

Yes No. If Yes, please explain.

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

Yes No. If Yes, please explain.

Yoder Properties, LTD will own the real estate and building and will lease the facility to Stark Truss Company, Inc.

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

Yes No If Yes, please explain.

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

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

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

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

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

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

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

Part VI: Equipment

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

Stark Truss Company, Inc. anticipates that only minimal furniture and fixtures will be required for the project in the immediate term. Additional equipment for a new production line will be added after the new facility is running, but this production equipment is already tax-exempt.

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

N/A

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

Part VII: Employment Information

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

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

36

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.

The proposed project will maintain twenty-four (24) private sector jobs and lead to the creation of eight (8) new jobs over a five (5) year period.

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

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

The employee base has been stable with a slight increase in total employee count over the three year period.

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 24	Location 1	Location 2	Location 3	Location 4	Location 5	
	Address in NYS	44 Old Mohawk St., Whitesboro, NY 13492					Total
	Full-Time Company	18					18
	Full-Time Independent Contractors	N/A					0
	Full-Time Leased	6					6
A.	Total Full-Time BEFORE	24	0	0	0	0	24
	Part-Time Company	N/A					0
	Part-Time Independent Contractors	N/A					0
	Part-Time Leased	N/A					0
B.	Total FTE Part-Timers BEFORE						0
C.	Total FTE BEFORE*	24	0	0	0	0	24

*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 5974 Judd Rd. Oriskany, NY 13424	Location 2	Location 3	Location 4	Location 5	Total
	Full-time Company	26					26
	Full-Time Independent Contractors	N/A					0
	Full-Time Leased	6					6
A.	Total Full-Time AFTER	32	0	0	0	0	32
	Part-Time Company	N/A					0
	Part-Time Independent Contractors	N/A					0
	Part-Time Leased	N/A					0
B.	Total FTE Part-Timers AFTER	N/A					0
C.	Total FTE AFTER *	32	0	0	0	0	32

*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 5974 Judd Rd. Oriskany, NY 13424	Location 2	Location 3	Location 4	Location 5	Total
A.	Full-Time	8					8
B.	FTE Part-Timers						0
C.	Total AFTER	8	0	0	0	0	8

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

Provide Any Notes To Job Information Below

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)
Management	\$	%	\$	%
Administrative	\$ 42,000	4 %	\$ 42,000	4 %
Production	\$ 47,000	23 %	\$ 47,000	23 %
Independent Contractor	\$	%	\$	%
Other	\$ 86,000	36 %	\$ 86,000	36 %
Overall Weighted Average	\$ 61,000	21 %	\$ 61,000	21 %

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

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

NAICS - 321214

Part VIII: Estimated Project Cost and Financing

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

LAND Acquisition	\$	240,000	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$	0	
Existing Building(s) RENOVATION	\$	0	
NEW Building(s) CONSTRUCTION	\$	1,968,263	
Site preparation/parking lot construction	\$	875,680	
Machinery & Equipment that is TAXABLE	\$	0	
Machinery & Equipment that is TAX-EXEMPT	\$	1,023,713	
Furniture & Fixtures	\$	10,000	
Installation costs	\$	90,000	
Architectural & Engineering	\$	41,525	
Legal Fees (applicant, IDA, bank, other counsel)	\$	15,000	
Financial (all costs related to project financing)*	\$	5,000	
Permits (describe below)	\$	5,440	
Other (describe below) ie: solar decommissioning expense)	\$		

Other:	Cost:	Subtotal \$	4,274,621
1. <input type="text"/>	<input type="text"/>		
2. <input type="text"/>	<input type="text"/>		
3. <input type="text"/>	<input type="text"/>	Agency Fee ¹ \$	21,373
4. <input type="text"/>	<input type="text"/>	Total Project Cost \$	4,295,994
5. <input type="text"/>	<input type="text"/>		

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

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

Permit/Other Information

New Construction Permit: \$5,440

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

Yoder Properties has been in discussions with its bank: The Commercial & Savings Bank, Millersburg, Ohio, regarding a Construction Loan to Finance this Project. A commitment letter from the bank is expected in the upcoming weeks.

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

12(d) Sources of Funds for Project Costs

Bank Financing: -----	\$	2,587,154
Equity (excluding equity that is attributed to grants/tax credits) --	\$	513,540
Tax Exempt Bond Issuance (if applicable) -----	\$	0
Taxable Bond Issuance (if applicable) -----	\$	0
Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.-----	\$	300,000

Identify each Public state and federal grant/credit:

Comments:

Source	CFA - pending final approval	\$	100,000	
Source	Excelsior - pending final approval	\$	200,000	
Source		\$		
Source		\$		

Total Sources of Funds for Project Costs: \$ 3,400,694

Part IX: Real Estate Taxes

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

Tax Map Parcel #	Current Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount (\$)	Estimated Post-Project Assessment
290.000-2-24	\$ 87,000	\$ 0	\$ 87,000	\$ 0	\$ 1,300,000

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

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

* Project site to be split out of the above listed parcel, but entirety of the split parcel will be subject to the PILOT. *

***If a subdivision is required, it is the responsibility of the Applicant to complete subdivision approval prior to commencement of the PILOT Agreement, and to provide the Agency with the tax parcel number(s) assigned. Drawings and submittals for subdivision are in the works and relevant information will be provided to Agency as it is obtained.**

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

Town of Whitestown Receiver of Taxes

8539 Clark Mills Rd.

Whitesboro, NY 13492

13(e) Address of Receiver of School Taxes:

Town of Whitestown Receiver of Taxes

8539 Clark Mills Rd.

Whitesboro, NY 13492

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

Yes No

If Yes explain below.

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

Use space below for additional information

NYS SEQRA Environmental Review

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

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

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Stark Truss - Judd Road Facility; Town of Whitestown Planning Board - Subdivision and Site Plan Approval			
Project Location (describe, and attach a location map): North side of Judd Road (County Rd. 40) opposite 2nd Street. See attached plans.			
Brief Description of Proposed Action: 1. Subdivide ±16 acres from larger ±66 acre parcel on north side of Judd Road (Tax Parcel #290.0-02-24) 2. Construct ±26,100 square foot building and gravel outdoor storage area with parking lot, driveways and associated stormwater management facilities.			
Name of Applicant or Sponsor: Tom Rufener w/Stark Truss Company, Inc.		Telephone: (330) 478-2100 ext 2333 E-Mail: Tom.Rufener@starktruss.com	
Address: 4933 Southway Street, SW			
City/PO: Canton		State: Ohio	Zip Code: 44076
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Oneida County DPW - Driveway Permit NYS DEC - Stormwater Discharge Permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ ±16 acres b. Total acreage to be physically disturbed? _____ ±14 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ ±16 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

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

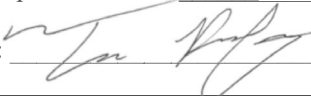
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		

Stormwater to drain off-site in similar manner as existing (predeveloped) conditions.		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____		
Stormwater Management Basin; Size: TBD	<input type="checkbox"/>	<input checked="" type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____		
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____		
Remediation on property at 5994 Judd Road (property at southwest corner of the property)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: Tom Rufener w/Stark Truss Company, Inc. _____ Date: Sept. 12, 2024		
Signature:  _____ Title: CMF Project Manager		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

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

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Agency Fee Schedule

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

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

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

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

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

Transaction Counsel/Agency Counsel Fee:

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

Transaction Counsel/Agency Counsel fees for bond transactions typically will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for a sale-leaseback/lease-leaseback transaction are typically \$8,500 to \$15,000 if no commercial financing is involved or \$10,000 to \$18,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

Annual Fee (Lease/Rent Fee):

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

Other Fees:

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

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

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

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

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

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

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

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

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


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

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

~~OHIO~~
STATE OF ~~NEW YORK~~)
COUNTY OF ~~ONEIDA~~) ss.:
~~STARK~~

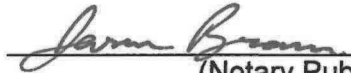
Stephen Yoder _____, being first duly sworn, deposes and says:

1. That I am the President (Corporate Office) of Yoder Properties, LTD (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 4th day of October, 2024.



(Notary Public)



Jason Alexander Brown
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 O.R.C.

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: Jason Brown _____

Title: Risk Manager _____

Date: 10/4/2024 _____

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

**Inducement Resolution
Yoder Properties, Ltd./
Stark Truss Company, Inc. Facility**

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

WHEREAS, Yoder Properties, LTD, on behalf of itself and/or the principals of Yoder Properties, LTD and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of (a) acquisition of a 15± acre parcel of land located at 5974 Judd Road, Town of Whitestown, Oneida County, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"); and

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

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

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

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

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

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

- Sales and use tax exemption not to exceed \$133,000.00
- Mortgage recording tax exemption not to exceed \$18,876.00
- Exemptions from real property taxes valued at approximately \$361,665.00

WHEREAS, the Company and/or the Sublessee have committed to retain the existing 24 FTEs for the term of the Leaseback Agreement and create an additional 8 FTEs at the Facility within three years of completion of the Project as a result of undertaking the Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the “Employment Obligation”), or else be subject to recapture or termination of Financial Assistance relating to the Project; and

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

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

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

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

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

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

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

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

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

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

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

thereby serve the public purposes of the Act and the same is, therefore, approved.

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

Section 2.

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

Section 3.

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

set forth to enter into the lease-leaseback transaction and (viii) payment by the Company or the Sublessee of the Agency's transaction fee and the fees and disbursements of transaction counsel, more particularly described in the Inducement Agreement.

Section 4.

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

Section 5.

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

Section 6.

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

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

Section 8. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and Sublessee, (ii) to distribute copies of this resolution by certified mail, return receipt requested, to the Oneida County Executive, the Town of Whitestown Supervisor, the Oriskany Central School District Superintendent and the Oriskany Central School District Clerk of the Board of Education; (iv) to send notice of the Agency's proposed financial assistance to the Oneida County Executive, the Town of Whitestown Supervisor, the Whitesboro Central School District Superintendent and the Whitesboro Central School District Clerk of the Board of Education; and (iv) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 9. This resolution shall take effect immediately.

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2024.

Shawna Papale, Secretary

DRAFT

EXHIBIT A

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the _____ day of December 2024 at _____ a.m., local time, at Town of Whitestown Community Center, 8539 Clark Mills Road, Whitesboro, New York 13492 in connection with the following matters:

Yoder Properties, LTD, on behalf of itself and/or the principals of Yoder Properties, LTD and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of (a) acquisition of a 15± acre parcel of land located at 5974 Judd Road, Town of Whitestown, Oneida County, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

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

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

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: November __, 2024

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

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
2025 Real Estate Lease
Stark Truss Company, Inc. Facility

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

Yoder Properties, LTD, on behalf of itself and/or the principals of Yoder Properties, LTD and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of (a) acquisition of a 15± acre parcel of land located at 5974 Judd Road, Town of Whitestown, Oneida County, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

The Company will lease the Facility to the Agency pursuant to a lease agreement, and the Agency will lease the Facility back to the Company pursuant to a leaseback agreement. The Company will further sublease the Facility to Stark Truss Company, Inc. for its operation. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency is contemplating providing financial assistance in the form of reduction of real property taxes for a period of ten years, exemptions from mortgage recording taxes and exemptions from sales tax on materials and equipment acquired and installed in

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

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

Tim Fitzgerald, Assistant Secretary

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

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

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on December __, 2024 at _____ a.m. local time, at Town of Whitestown Community Center, 8539 Clark Mills Road, Whitesboro, New York 13492, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2024.

Secretary

EXHIBIT C

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

_____, 2024

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

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

Ladies and Gentlemen:

Pursuant to a resolution duly adopted on November 15, 2024, the Agency appointed Yoder Properties, Ltd. (the "Company") its agent in connection with a transaction in which the Agency will assist in (a) acquisition of a 15± acre parcel of land located at 5974 Judd Road, Town of Whitestown, Oneida County, New York (the "Land"); (b) construction on the Land of a 27,200± square foot manufacturing building, a 2,000± square foot two story wood office structure and all infrastructure, parking, sidewalks and landscaping to service the same (collectively, the "Improvements"); and (c) acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of manufacturing and supplying wood components for the construction industry (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition, construction and equipping of the Facility is referred to collectively as the "Project").

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

(including installation costs), installed or placed in, upon or under such building, including all repairs and replacements of such property.

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

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

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

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

The aforesaid appointment of the Sublessee as agent of the Agency to construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) November 15, 2025, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The value of the sales tax to be abated relating to the construction and equipping of the Facility currently authorized by the Agency is not to exceed \$133,000.00. The Agency is required by law to recapture any New York State sales tax exemptions claimed by the Company that exceed (a) \$100,000.00 for purchases made between the date of inducement

and the date of the public hearing and (b) \$133,000.00 for purchases made relating to the Project in the aggregate.

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

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

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

Very truly yours,

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:

ACCEPTED & AGREED:

YODER PROPERTIES, LTD.

By: _____
Name:
Title:

AMENDED APPLICATION MEMO

TERMS OF FINANCIAL ASSISTANCE Board Summary – November 15, 2024

Company: **Assured Information Security, Inc.**

Description of Project: Purchase of **153 Brooks Road., Griffiss BT&P from Cardinal Griffiss Realty. Interior improvements and equipment purchases.**

Project Cost: \$ **7,321,830**

Assured Information Security (AIS) is a 20+ year old technology company that focuses on servicing both the government and commercial markets in the following areas: Research and Development, Secure Communications, Cyber Operations and C5ISR (Command, Control, Communications, Computers, Cyber, Intelligence, Surveillance, and Reconnaissance). AIS or Affiliate would like to purchase 153 Brooks Road Rome NY. AIS would lease or own the facility to maintain its HQ in Rome NY and retain 100 jobs in the area. AIS or affiliate sees value in owning the building that has served as their Headquarters for the past 13 years and believes this will be a strong foundation for future growth. AIS is committed to the Rome NY area and believes investing in this real estate will benefit AIS customers, employees and the community.

Type of Facility: **Information Security Technology**

Request for Financial Assistance

PILOT Value estimated at \$ **244,258**

Modifying the PILOT Payments in years 14 and 15 of the existing PILOT Agreement and extending PILOT Payments for an additional 10 years during which time AIS will pay a fixed payments, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy.

Mortgage recording tax exemption valued at \$ **18,936**

Sales tax exemption valued at \$ **129,124.**

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

Obligations for Financial Assistance

Current FTEs to be retained at Facility: **100**

FTEs to be created at Facility: **5 (REVISED FROM '0')**

	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Number of Jobs AFTER Project (within 3 years of project completion)						
Full-time Company	105					105
Full-Time Independent Contractors						0
Full-Time Leased						0
A. Total Full-Time AFTER	105	0	0	0	0	105
Part-Time Company						0
Part-Time Independent Contractors						0
Part-Time Leased						0
B. Total FTE Part-Timers AFTER						0
C. Total FTE AFTER *	105	0	0	0	0	105

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

	Location 1	Location 2	Location 3	Location 4	Location 5	Total
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						
A. Full-Time	5					5
B. FTE Part-Timers						0
C. Total AFTER	5	0	0	0	0	5

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

Provide Any Notes To Job Information Below

AIS will plan to add five new full-time employees that report to the Rome Location. With the purchase of this building by AIS or the affiliate this location will employ 105 employees that report to the Rome Location.

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary <i>per employee</i>	Average Fringe Benefits (as a percentage of wages)
Management	\$ 203,000	50 %	\$	%
Administrative	\$ 72,000	50 %	\$ 72,000	50 %
Production	\$ 128,000	50 %	\$ 128,000	50 %
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$ 122,500	%	\$ 116,800	%

*** 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:

541715 (Primary), 541511, 541512, 541519, 541330, 513210, 517121, 518210

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

30-Oct-24

Name of Applicant: Assured Information Security, Inc.
153 Brooks Rd Rome NY 13441
 Description of Project: Purchase/renovation of existing bldg. & equip facility

Name of All Sublessees or Other Occupants of Facility: AIS currently leases from Cardinal Griffiss LLC

Principals or Parent of Applicant: Charles Green

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

Estimated Date of Completion of Project: Apr-25

Type of Financing/ Structure:

<input type="checkbox"/>	Tax-Exempt Financing
<input type="checkbox"/>	Taxable Financing
<input checked="" type="checkbox"/>	Sale/ Leaseback
<input type="checkbox"/>	Other

Type of Benefits being Sought by Applicant:

<input type="checkbox"/>	Taxable Financing
<input type="checkbox"/>	Tax-Exempt Bonds
<input checked="" type="checkbox"/>	Sales Tax Exemption on Eligible Expenses Until Completion
<input checked="" type="checkbox"/>	Mortgage Recording Tax Abatement
<input checked="" type="checkbox"/>	Real Property Tax Abatement

Project Costs

Land Acquisition	\$ 623,400
Existing Building(s) ACQUISITION	\$ 3,581,600
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	
Installation Costs	
Site Preparation/Parking Lot Construction	
Machinery & Equipment (other than furniture)	\$ 2,927,403
Furniture & Fixtures	\$ -
Architectural & Engineering	
Legal Fees (applicant, IDA, bank, other counsel)	\$ 150,000
Financial (all costs related to project financing)	
Permits	
Other	
Agency Fee	\$ 36,427
TOTAL COST OF PROJECT	\$ 7,318,830

Assistance Provided by the Following:

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

Company Information

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

100
5
100

Average Salary of these Positions

\$	122,500
\$	118,600
\$	122,500

Earnings Information for Oneida County

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

\$	122,500
\$	25,000
\$	32,000

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

0

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 1,779,000	\$ 75,608
Existing	\$ 36,750,000	\$ 1,561,875
Indirect Jobs		
Created	\$ 937,500	\$ 39,844
Existing	\$ 18,750,000	\$ 796,875
Construction - only one year		
Person Years	\$ -	\$ -
TOTALS Calculation of Benefits (3 Yr Period)	\$ 58,216,500	\$ 2,474,201

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ 640,440	\$ 62,443
	Existing	0.36	\$ 13,230,000	\$ 1,289,925
Indirect Jobs	Created	0.36	\$ 337,500	\$ 32,906
	Existing	0.36	\$ 6,750,000	\$ 658,125
Construction - only one year	Person Years	0.36	\$ -	\$ -
<u>TOTAL TAXABLE GOODS & SERVICES</u>			\$ 20,957,940	\$ 2,043,399

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

		Municipality	
Tax Rate for School District where facility is located:	36.0123177	Rome	24-25
Tax Rate for Municipality where facility is located:	20.1959147	Rome	2024
Tax Rate for County:	10.633993	Oneida	2024
	Total Rate:		
	66.8422254		
Real Property Taxes Paid:	\$ 477,253		

COSTS: IDA BENEFITS

Real Property Taxes Abatement	\$ 244,258
Mortgage Tax Abated (.75%)	\$ 18,936
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 129,124
Total:	\$ 392,318

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

**Inducement Resolution
Assured Information Security, Inc. Facility**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING ASSURED INFORMATION SECURITY, INC., THE PRINCIPALS OF ASSURED INFORMATION SECURITY, INC., AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY IN CONNECTION WITH A LEASE-LEASEBACK TRANSACTION, CONSENTING TO THE SALE OF THE LAND AND IMPROVEMENTS AND ASSIGNMENT OF EXISTING AGENCY DOCUMENTS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Cardinal Griffiss Realty, LLC (“CGR”) owns a certain industrial development facility consisting of a 46,500± square foot building (the “Improvements”) situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the “Land”) and leases the same to Oneida County Industrial Development Agency (the “Agency”), 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 pursuant to a Lease Agreement dated as of August 1, 2010 as amended (the “Existing Lease Agreement”); and

WHEREAS, the Agency leases the Land and Improvements back to CGR pursuant to a Leaseback Agreement dated as of August 1, 2010 as amended (the “Existing Leaseback Agreement”); and

WHEREAS, CGR and the Agency entered into a Second Amended and Restated Payment In Lieu of Tax Agreement dated June 15, 2017 (the “Existing PILOT Agreement”) pursuant to which CGR makes payments in lieu of taxes on the Land and Improvements; and

WHEREAS, CGR subleases the Land and Improvements to Assured Information Security, Inc. ("AIS") for its operation pursuant to a sublease agreement dated as of July 1, 2010 as amended (the "Sublease Agreement"); and

WHEREAS, CGR has requested the Agency consent to the sale of the Land and Improvements to AIS and the assignment from CGR to AIS of CGR's interest in the Existing Lease Agreement, the Existing Leaseback Agreement and the Existing PILOT Agreement (collectively, the "Existing Agency Documents"), all as required under the terms of the Existing Leaseback Agreement; and

WHEREAS, AIS, on behalf of itself and/or the principals of AIS and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Agency assist with a project consisting of acquisition of the Land and Improvements and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of maintaining its headquarters and retaining employment in the City of Rome and providing Research and Development, Secure Communications, Cyber Operations and C5ISR services to government and commercial markets (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition and equipping of the Facility is referred to collectively as the "Project"); and

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

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

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

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in connection with the Project in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and a reduction in real property taxes by modifying the fixed PILOT Payments in years 14 and 15 in the Existing PILOT Agreement and extending the fixed payments for a period of ten years (the "Financial Assistance"), which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, and which will be more particularly set forth in a final authorizing resolution; and

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

- Sales and use tax exemption not to exceed \$129,124.00
- Mortgage recording tax exemption not to exceed \$18,936.00
- Exemptions from real property taxes valued at approximately \$244,257.80

WHEREAS, the Financial Assistance deviates from the Policy insofar as the Company will make fixed PILOT Payments, to be allocated among the tax jurisdictions, in the following amounts:

<i>Existing PILOT</i>	Year 14	\$150,346.00
	Year 15	\$153,352.92
<i>Extended PILOT</i>	Year 16	\$156,419.98
	Year 17	\$159,548.38
	Year 18	\$162,739.35
	Year 19	\$165,994.13
	Year 20	\$169,314.02
	Year 21	\$172,700.30
	Year 22	\$176,154.30
	Year 23	\$179,677.39
	Year 24	\$183,270.94
	Year 25	\$186,936.35

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

- **The nature of the proposed project:** The Project involves the Company acquiring from CGR the Land and Improvements that it has been leasing for thirteen years and making a significant investment to upgrade the Improvements. The Agency wishes to encourage the Company to maintain its headquarters in Rome and to support the growth of technology industry in the region.
- **The extent to which financial assistance for the properties will create or retain permanent, private sector jobs:** The Company will retain 100 jobs. Were it not for the Agency financial assistance, the Company would evaluate moving its headquarters and all jobs to a location outside of New York State.
- **The estimated value of tax exemptions to be provided:** The fixed PILOT Payment under the Existing PILOT Agreement in Year 15 is projected to be higher than what full taxes will be on the Facility. The proposed fixed payment schedule provides a benefit necessary to induce the Company to maintain its headquarters and retain employment in Rome. By setting an annual fixed PILOT

Payment, the taxing jurisdictions and the Company are better able to address financial planning; and

WHEREAS, the Company has committed to retain the existing 100 FTEs for the term of the Leaseback Agreement as a result of the Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the same (the "Employment Obligation"), or else the Company will be subject to recapture or termination of Financial Assistance relating to the Project; and

WHEREAS, the Agency desires to condition Financial Assistance on the Company creating additional FTEs during the first three years following completion of the Project; and

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

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

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

WHEREAS, the Company has represented in its application that the Project is reasonably necessary to discourage the Company from moving out of the State; and

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

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

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the

“Questionnaire”) with respect to the Facility, a copy of which is on file at the office of the Agency.

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

Section 1. Based upon the Environmental Assessment Form completed by the Company and delivered to the Agency pursuant to 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”) and other representations and information furnished by the Company regarding the Project, the Agency determines that the action relating to the Project constitutes the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, and is therefore a “Type II” action, as that term is defined in the SEQR Act and the Regulations, for which no further environmental review is required under the SEQR Act and the Regulations.

- Section 2.
- (a) The Project and the Agency’s Financial Assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved.
 - (b) It is desirable and in the public interest for the Agency to consent to the sale of the Land and Improvements from CGR to the Company, and to the assignment of the Existing Agency Documents from CGR to the Company.
 - (c) It is desirable and in the public interest for the Agency to enter into a lease-leaseback transaction for the purpose of providing financial assistance for the Project, as reflected in the Company’s application to the Agency as may be amended from time to time prior to the closing of the lease-leaseback transaction.
 - (d) The Project is reasonably necessary to (a) discourage the Company from moving out of State and (b) preserve the Company’s competitive position in its industry.

Section 3. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between

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

Section 4.

The Agency shall assist the Company in the Project and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) agreement by the Agency, CGR and the Company upon mutually acceptable terms and conditions for the assignment of the Existing Agency Documents from CGR to the Company and other documentation usual and customary to transactions of this nature, (vii) the Company submitting an amendment to its Application that states the number of FTEs to be retained and created as a result of undertaking the Project; (viii) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to consent to the sale and assignment from CGR to the Company and enter into the lease-leaseback transaction and (ix) payment by the Company of the Agency's transaction fee and the fees and disbursements of transaction counsel, more particularly described in the Inducement Agreement.

Section 5.

The Company is herewith and hereby appointed the agent of the Agency to acquire, equip and complete the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to the agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, equip and complete the Facility. The terms and conditions for the appointment of the Company as agent of the Agency for the purposes described in this resolution are set forth in the form of the attached letter addressed to the Company,

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

Section 6. The Agency is hereby directed to schedule the Hearing, so that the Agency may receive comments from all interested parties on the financial assistance contemplated by the Agency and the Financial Assistance requested by the Company.

Section 7. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback transaction.

Section 8. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback transaction.

Section 9. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company, (ii) to distribute copies of this resolution to the Oneida County Executive, the City of Rome Mayor, the Rome City School District Superintendent and the Rome City School District Clerk of Board of Education; and (iv) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 10. This resolution shall take effect immediately.

The above resolutions are AMENDED as follows:

WHEREAS, the Company submitted an amendment to its Application for Financial Assistance (the "Application Amendment") and has committed to retain the existing 100 FTEs for the term of the Leaseback Agreement and to create an additional 5 FTEs within three years of completion of the Project as a result of undertaking the Project; and

WHEREAS; the Agency has reviewed the Application Amendment and the revised cost-benefit analysis resulting from the same; and

WHEREAS, the Agency wishes to amend the "Employment Obligation" contained in the inducement resolution adopted October 18, 2024.

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

Section 1. The Agency hereby accepts the Application Amendment and revised cost-benefit analysis.

Section 2. The "Employment Obligation" is amended to mean the Company's obligation to retain the existing 100 FTEs for the term of the Leaseback Agreement and to create an additional 5 FTEs within three years of completion of the Project as a result of undertaking the Project, and the Agency will condition the proposed Financial Assistance on the Company achieving the Employment Obligation, or else the Company will be subject to recapture or termination of Financial Assistance relating to the Project.

Section 3. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution as amended to the Company, (ii) to distribute copies of this resolution as amended to the Oneida County Executive, the City of Rome Mayor, the Rome City School District Superintendent and the Rome City School District Clerk of Board of Education; and (iv) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 4. This amendment to the resolution shall take effect immediately.

I have compared the foregoing copy of an amendment to the resolution of the Agency with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such amendment to the resolution and of the proceedings of the Agency in connection with such matter.

Such amendment was passed at a meeting of the Agency duly convened in public session on November 15, 2024 at eight a.m., local time, at Rome, New York which the following members were:

Members Present:

EDGE Staff Present:

Others Present:

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

Voting Aye

Voting Nay

and, therefore, the resolution was declared duly adopted.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2024.

Shawna Papale, Secretary

EXHIBIT A

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the ____ day of November 2024 at _____ a.m., local time, at 584 Phoenix Drive, Rome, New York in connection with the following matters:

Assured Information Security, Inc., on behalf of itself and/or the principals of Assured Information Security, Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of the acquisition of a 46,500± square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of maintaining its headquarters and retaining employment in the City of Rome and providing Research and Development, Secure Communications, Cyber Operations and C5ISR services to government and commercial markets (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

Cardinal Griffiss Realty, LLC ("CGR") owns the Land and Improvements and leases them to the Agency. The Agency leases the Land and Improvements back to the Company, and the Company further subleases the Land and Improvements to the Company. The Agency and CGR entered into a Second Amended and Restated PILOT Agreement dated June 15, 2017 (the "Existing PILOT Agreement") pursuant to which CGR makes payments in lieu of taxes on the Land and Improvements. The Company will acquire the Land and Improvements from CGR and assume CGR's interest in the Agency leases and the Existing PILOT Agreement. The Company will lease the Facility to the Agency pursuant to a lease agreement, and the Agency will lease the Facility back to the Company pursuant to a leaseback agreement. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency is contemplating providing financial assistance in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and a reduction in real property taxes by modifying the fixed PILOT Payments in years 14 and 15 in the Existing PILOT Agreement and extending the fixed payments for a period of ten years, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to

either the proposed financial assistance to the Company or the location or nature of the Facility. Comments may also be submitted to the Agency in writing or electronically prior to the hearing. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: October __, 2024

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

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
2025 Real Estate Lease
Assured Information Security, Inc. Facility

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

Assured Information Security, Inc., on behalf of itself and/or the principals of Assured Information Security, Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has requested the Oneida County Industrial Development Agency (the "Agency") assist with a project consisting of the acquisition of a 46,500± square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of maintaining its headquarters and retaining employment in the City of Rome and providing Research and Development, Secure Communications, Cyber Operations and C5ISR services to government and commercial markets (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition and equipping of the Facility is referred to collectively as the "Project"). The Project will be initially owned and/or operated by the Company.

Cardinal Griffiss Realty, LLC ("CGR") owns the Land and Improvements and leases them to the Agency. The Agency leases the Land and Improvements back to the Company, and the Company further subleases the Land and Improvements to the Company. The Agency and CGR entered into a Second Amended and Restated PILOT Agreement dated June 15, 2017 (the "Existing PILOT Agreement") pursuant to which CGR makes payments in lieu of taxes on the Land and Improvements. The Company will acquire the Land

and Improvements from CGR and assume CGR's interest in the Agency leases and the Existing PILOT Agreement. The Company will lease the Facility to the Agency pursuant to a lease agreement, and the Agency will lease the Facility back to the Company pursuant to a leaseback agreement. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency is contemplating providing financial assistance in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes, and a reduction in real property taxes by modifying the fixed PILOT Payments in years 14 and 15 in the Existing PILOT Agreement and extending the fixed payments for a period of ten years, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

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

Tim Fitzgerald, Assistant Secretary

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

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

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on November __, 2024 at _____ a.m. local time, at 584 Phoenix Drive, Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2025.

Secretary

EXHIBIT C

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

_____, 2024

Assured Information Security, Inc.
153 Brooks Road
Rome, New York 13441

RE: *Oneida County Industrial Development Agency Lease-Leaseback Transaction
(Assured Information Security, Inc. Facility)*

Ladies and Gentlemen:

Pursuant to a resolution duly adopted on October 18, 2024, Oneida County Industrial Development Agency (the "Agency") appointed Assured Information Security, Inc. (the "Company") its agent in connection with a transaction in which the Agency will assist in a project consisting of the acquisition of a 46,500± square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of maintaining its headquarters and retaining employment in the City of Rome and providing Research and Development, Secure Communications, Cyber Operations and C5ISR services to government and commercial markets (the Land, the Improvements and the Equipment referred to collectively as the "Facility" and the acquisition and equipping of the Facility is referred to collectively as the "Project").

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

(ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition and equipping and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs), installed or placed in, upon or under such building, including all repairs and replacements of such property.

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

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

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

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

The aforesaid appointment of the Company as agent of the Agency to acquire and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) October 18, 2025, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided

that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The value of the sales tax to be abated relating to the construction and equipping of the Facility currently authorized by the Agency is not to exceed \$129,124.00. The Agency is required by law to recapture any New York State sales tax exemptions claimed by the Company that exceed (a) \$100,000 for purchases made between October 18, 2024 and the date of the public hearing; and (b) \$129,124.00 for purchases made relating to the Project in the aggregate.

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

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

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

Very truly yours,

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Name:

Title:

ACCEPTED & AGREED:

ASSURED INFORMATION SECURITY, INC.

By: _____

Name:

Title:

STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT- CY 2025 (this "Agreement"), dated as of **December** , **2024** is by and between **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION**, a New York not-for-profit corporation with its principal office at 584 Phoenix Drive, Rome, New York 13441 ("EDGE") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with its principal office at 584 Phoenix Drive, Rome, New York 13441 ("OCIDA"). EDGE and OCIDA are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

7. **SERVICE FEE** In consideration of the Staff Services to be furnished to OCIDA by EDGE hereunder during the Term, OCIDA shall pay a service fee (the "Service Fee") to EDGE in the amount of **TWO HUNDRED NINETY THOUSAND NINE HUNDRED TWENTY FIVE AND 00/100ths DOLLARS (\$290,925.00)**. The Service Fee shall be paid to EDGE within thirty (30) days after the date that EDGE presents an invoice therefor to OCIDA. EDGE shall invoice OCIDA on a monthly basis for the calendar year in twelve monthly installments of **TWENTY FOUR THOUSAND TWO HUNDRED FORTY THREE AND 75/100ths DOLLARS (\$24,243.75)**.

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

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

8. **TERM.** The term of this Agreement shall be for one (1) year commencing on **January 1, 2025** and ending on **December 31, 2025**, inclusive (the "Term"). This agreement shall automatically renew for additional and successive one (1) year terms (each one year renewal period, a "Renewal Term"), unless either party gives the other written notice of their intent not to renew at least ninety (90) days prior to the expiration of the current term. Both Parties reserve the right and agree to negotiate and enter into addendums in good faith to effectuate any changes to the service dates and/or fee amounts during or prior to any Renewal Term. Any such amendments are subject to approval by each party's governing body. Notwithstanding anything to the contrary herein contained, EDGE reserves the right to terminate this Agreement immediately if OCIDA fails to pay the Service Fee within thirty (30) days of its due date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to EDGE: Economic Development Growth
Enterprises Corporation
584 Phoenix Drive
Rome, New York 13441
Attn: Shawna Papale
It's Acting President

If to OCIDA: Oneida County Industrial Development
Agency
584 Phoenix Drive
Rome, New York 13441
Attn: ~~David C. Grows~~ Stephen Zogby
It's Chairman

16. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the law of the State of New York, without reference to its choice of law rules or principles.

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Staff Services Agreement-**CY 2025** to be signed by their respective duly authorized officers as of the day and year first written above.

EDGE: **ECONOMIC DEVELOPMENT GROWTH
ENTERPRISES CORPORATION**

By: _____
Justin Hummel
It's Chairman

OCIDA: **ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
~~David C. Grow~~ Stephen Zogby
It's Chairman

EXHIBIT A

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

From: [Mark Levitt](#)
To: [Shawna Papale](#); [Jenna Peppenelli](#)
Cc: [Laura Cohen](#)
Subject: RE: 2025 contracts
Date: Wednesday, November 6, 2024 11:41:29 AM

This will confirm that I have reviewed and approved both the LDC and IDA proposed Contracts with EDGE for 2025 and they are ready for approval by the applicable Boards. Best, Mark D Levitt as Counsel to OCIDA and OCLDC

From: Shawna Papale <spapale@mvedge.org>
Sent: Wednesday, November 6, 2024 11:22 AM
To: Mark Levitt <mlevitt@levittgordon.com>; Jenna Peppenelli <jpeppenelli@levittgordon.com>
Cc: Laura Cohen <lcohen@mvedge.org>
Subject: 2025 contracts

Mark and Jenna – can you please send over a brief memo to the IDA and one to the LDC that you reviewed and approved the contracts with EDGE for 2025 and they are ready for approval by the applicable boards. I will have Laura Cohen include your correspondence in the materials with the draft contracts. Thank you.

Shawna Papale
Acting President
Mohawk Valley EDGE
584 Phoenix Drive
Rome, NY 13441
315-338-0393

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Memo to: Oneida County Industrial Development Agency
From: Shawna Papale, Executive Director
Date: 11/15/24
RE: NYSEDC Economic Blueprint Initiative

The NYSEDC is partnering with the BCNYS to develop a series of recommendations to increase economic competitiveness, reverse outflowing migration, create new jobs, and reduce the regulatory burden for business across NYS. NYSEDC is currently calling the document that will be prepared the New Economic Blueprint; attached is a white paper detailing. NYSEDC will use this document as it carries out conversation with NYS leaders on future program development, funding, and policy changes.

NYSEDC is asking for financial support from OCIDA and OCLDC to pledge support to this effort.

This effort will assist in addressing areas of concern including job creation, innovation, research and development, education, entrepreneurial activity, business climate, infrastructure, regulatory environment, energy.

Staff recommends supporting this initiative.



Competitiveness Project

The objective is to provide policy recommendations to the legislature and Governor that address New York's competitiveness, with the goal of making New York more affordable, reversing outmigration, and supporting economic growth and opportunity.

We have hired an economist (Ted Abernathy of Economic Leadership) to put together the data and assemble recommendations, with significant input from stakeholders, partner organizations (chambers, IDAs, trade associations) and selected investors.

The content will focus on current and future competitiveness and will cover job creation, innovation, research and development, education, entrepreneurial activity, business climate, infrastructure, exports, regulatory environment, energy, and other areas we identify.

Economic Leadership will produce a competitive analysis of New York which will include a deep dive assessment of the workforce issues facing the state, a national scan of best practices that could be appropriate for use in the state, and a strategic action agenda to improve the state's competitiveness and diversify the economy.

The project will include a review of existing state plans, reports, and existing and newly developed statistical data. It will also include an electronic survey of members and the members of partner organizations, to determine priorities for actions and areas of concern, and in-person and/or virtual interviews with CEO level stakeholders, partner organizations, and selected investors and focus groups to discuss the State's competitiveness.

Output will include:

- An extensive slide deck of recent economic performance and state-to-state comparisons. The content will focus on current and future competitiveness and will cover job creation, innovation, research and development, education, entrepreneurial activity, business climate, infrastructure, exports, FDI and other areas of interest.
- A "trends" section of the final report to frame New York's competitiveness in the coming years, including an assessment of the impacts of industry trends in those industries most important to the state's economy.
- A detailed workforce and industry assessment.
- A best practice report to choices.
- Policy and Program recommendations to improve economic activity and the business climate in New York State.

Economic Leadership will compile all the information and work with staff and convert everything into a document that summarizes the current situation, and the actions needed for improved competitiveness. Economic Leadership will deliver a final presentation at an event of the Client's choosing, anticipated to be in late-January 2025.

The initial cost of the project is approximately \$100,000; additional costs for production and marketing of the final recommendations may be incurred as well. The Public Policy Institute (PPI), a 501(c)(3) entity affiliated with the Business Council of NYS, Inc. will manage the contract and payments. PPI is a research and educational organization whose purpose is to formulate and promote public policies that will restore New York's economic competitiveness. PPI is a non-partisan organization.

All donations to PPI are tax deductible to the extent permissible by law. If you are interested in supporting the Competitiveness Report, checks can be made payable to The Public Policy Institute of NYS, Inc. and mailed, c/o The Business Council, 12 Corporate Woods Blvd., Ste 17, Albany, NY 12211.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director/Treasurer

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



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Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James J. Genovese, II
Aricca R. Lewis
Kristen H. Martin
Tim R. Reed

Oneida County Industrial Development Agency (OCIDA) Oneida County Local Development Corporation (OCLDC)

2025 Meeting Schedule

Month	Meeting Date	Time
January	17	8:00 AM
February	21	8:00 AM
March	28	8:00 AM
April	No Mtg Sch'd	8:00 AM
May	2	8:00 AM
June	20	8:00 AM
July	25	8:00 AM
August	No Mtg Sch'd	8:00 AM
September	5	8:00 AM
October	17	8:00 AM
November	21	8:00 AM
December	19	8:00 AM

- OCIDA meetings are held at EDGE Offices, 584 Phoenix Drive, Rome, New York 13441 unless otherwise specified.
- OCLDC meetings are immediately following OCIDA meetings on an as-needed basis.