

**Minutes of the Meeting of the
Oneida County Industrial Development Agency
December 8, 2022
584 Phoenix Drive, Rome, NY/Webex Video/Teleconference**

Members Present: David Grow, Michael Fitzgerald, Steve Zogby, Kirk Hinman, Gene Quadraro, Mary Faith Messenger.

Members Present: WebEx: Ferris Betrus.

EDGE Staff Present: Shawna Papale, Bill Van Shufflin, Tim Fitzgerald, Steve DiMeo, Laura Cohen.

EDGE Staff Present: WebEx: Maureen Carney.

Other Attendees: Rome Mayor Jackie Izzo

Other Attendees: WebEx: Paul Goldman, Goldman Attorneys PLLC; Linda Romano & Laura Ruberto, Bond, Schoeneck & King; Karen Hawkins, Fogel & Brown, P.C.; Genevieve Trigg & Paige Beyer, Barclay-Damon; Alexis Manore, Sentinel Media Co.

Chair Grow called the meeting to order at 3:16 PM.

Minutes

The November 18, 2022 meeting minutes were reviewed. **A motion to approve the November 18, 2022 minutes, as corrected, was moved by M. Fitzgerald and seconded by M.F. Messenger. The motion carried 7-0.**

Interim Financials

M. Carney presented the 11/30/2022 interim financial statement. Cash is up around \$177,000 over the past twelve months. Regarding restricted cash, all Hampton Inn PILOT payments have been received, and checks will be distributed to the taxing jurisdictions imminently. The fourth quarter Wolfsped PILOT payment shows up as an account receivable, but so that it does not overstate the Agency's assets, there is a contra-account booked against it. D. Grow asked if the effected taxing jurisdictions for The Hartford PILOT Increment Financing agreement (PIF) have verified this year's debt service payment to the Agency. L. Ruberto explained that the Agency has prepared letters to the Town of New Hartford concerning both the Hampton in PIF agreement and The Hartford PIF agreement. The Hampton Inn PILOT is terminating at the end of December 2022; counsel has determined that the company has fulfilled all of its PILOT agreement obligations, and the Agency is asking the Town to certify that its debt service has been completed. But the answer from the Town does not impact the company's PILOT agreement obligations. It is necessary that the company fulfill all of its obligations so that it can terminate its agreement with the Agency early, in order to facilitate its sale. The Hartford PILOT agreement terminates after 2023. M. Carney further shared that Lithia Motors has not made its 2022 lease payment to the Agency, and that the Agency closed on the Horsht, LLC project, which brings annual admin fees for 2022 to approximately \$280,000. There are still some outstanding projects that may close in 2022. Regarding the Sovena PILOT, the school tax bill was just received, which will be sent to Sovena immediately. Sovena will have 30 days to pay it. She is hopeful the Agency will receive it by the end of 2022. M. Fitzgerald stated that the Agency needs to start looking at putting some of its cash into a certificate of deposit. M. Carney stated that she has already begun looking at rates across area banks. There being no questions or comments, the **Agency received and accepted the interim financials presented, subject to audit.**

EDGE Project Related Debt (Wolfsped Facility)

Chair Grow introduced a resolution approving the modification of EDGE Project Related Debt (Wolfsped Facility) and authorizing the form and execution of related documents, subject to counsel review. This has to do with finalizing the permanency of the debt previously authorized by the Agency for Marcy Nanocenter infrastructure improvements. **S. Zogby motioned, and F. Betrus seconded, to approve the modification of EDGE Project Related Debt (Wolfsped Facility) and authorizing the form and execution of related documents, subject to counsel review.. The motion carried 7-0.**

LT Group, LLC (Hampton Inn) Facility - Early Termination

Chair Grow introduced a resolution authorizing the early termination of the LT Group, LLC (Hampton Inn) facility. The lease term expires December 31, 2022 and the Company submitted a certification that its obligations under the Leaseback Agreement have been satisfied. **M. Fitzgerald motioned, and M.F. Messenger seconded, to authorize the early termination of the LT Group, LLC (Hampton Inn) facility. The motion carried 7-0.**

Central Utica Building, LLC Facility – Amended Application for Financial Assistance

Chair Grow introduced a supplemental resolution relating to the Central Utica Building, LLC Facility, accepting an amendment to the Application for Financial Assistance and authorizing an increase in the value of mortgage recording tax exemption (from \$128,138 to \$191,250, a difference of \$63,112). A public hearing is not required since the proposed increase in assistance is less than \$100,000. **M. Fitzgerald motioned, and D. Grow seconded, to authorize an increase in the value of mortgage recording tax exemption (from \$128,138 to \$191,250, a difference of \$63,112) to the Central Utica Building, LLC Facility. The motion carried 7-0.**

2023 EDGE-OCIDA Staff Service Contract

S. Papale presented for consideration the proposed 2023 EDGE-OCIDA Staff Service Contract. The contract amount is \$176,400 and the scope of service remains the same. D. Grow suggested modifying future EDGE- OCIDA Staff Service Contracts with a clause to make them automatically renewable annually, with amendments that adjust dates of service and fee amounts, and giving either party the ability to opt out of the contract renewal within 90 days of the renewal. The members of the Corporation were in consensus to implement this modification. **A motion to approve the proposed 2023 EDGE-OCIDA Staff Service Contract was moved by F. Betrus and seconded by M.F. Messenger. The motion carried 7-0.**

2023 EDGE-OCIDA Supplemental Staff Service Contract

S. Papale presented for consideration the proposed 2023 EDGE-OCIDA Supplemental Staff Service Contract. The contract amount is \$176,400 and the scope of service remains the same. Chair Grow reminded the members that this contract is specific to retaining human resources for large development initiatives occurring in Oneida County. D. Grow suggested modifying future EDGE- OCIDA Staff Service Contracts with a clause to make them automatically renewable annually, with amendments that adjust dates of service and fee amounts, and giving either party the ability to opt out of the contract renewal within 90 days of the renewal. The members of the Corporation were in consensus to implement this modification. **A motion to approve the proposed 2023 EDGE-OCIDA Supplemental Staff Service Contract was moved by S. Zogby and seconded by K. Hinman. The motion carried 7-0.**

Old Business

SG Oneida PV, LLC

S. Papale presented to the Agency a request from SG Oneida PV, LLC to extend the deadline of its Inducement Agreement for a period of twelve months under the same terms and conditions as originally approved. She reminded Agency members that this project was induced last December, and that projects have 12 months to proceed with their project, from time of inducement. M. Fitzgerald stated that if this project is looking to start over, that it should be under the Agency's new solar policy. G. Trigg explained the circumstances that have led to the delay in this project moving forward, including supply chain issues on solar panels, and difficulty in obtaining the required insurance. Chair Grow opined that while an official request has been made by the applicant, as is allowed under the inducement agreement, the Agency is under no obligation to grant that request. L. Romano confirmed that the Agency is not obligated to grant the extension. **M. Fitzgerald made a motion to extend the inducement agreement for SG Oneida PV, LLC until March 31st but if the closing occurs after January 1st, 2023, the new benefit per megawatt would be \$7,500 instead of the originally induced \$5,500. This splits the difference between the rate under the old policy and the rate under the current policy. K. Hinman seconded the motion. The motion carried 7-0.**

Chair Grow stated that the SSC Kirkland project would be subject to a similar arrangement if it cannot meet the original inducement agreement deadline.

There being no further business, at 3:55 PM Chair Grow asked for a motion to adjourn the meeting: M. Fitzgerald moved, and F. Betrus seconded the motion to adjourn. Motion carried 7-0.

Chair Grow reopened the meeting at 4:10.

At 4:10 PM a motion to enter executive session in order to discuss potential contracts was made by M. Fitzgerald, seconded by M.F. Messenger, and carried 7-0.

At 5:15 PM a motion to exit executive session and return to the open meeting was moved by F. Betrus, seconded by E. Quadraro, and carried 7-0.

There being no further business, at 5:15 PM Chair Grow asked for a motion to adjourn the meeting: M. Fitzgerald moved, and F. Betrus seconded the motion to adjourn. Motion carried 7-0.

Respectfully Submitted,

Tim Fitzgerald