

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

David C. Grow
Chairman
Michael Fitzgerald
Vice Chairman

Ferris Betrus Jr.
Kirk Hinman
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

To: Oneida County Industrial Development Agency Board of Directors
From: Shawna M. Papale
Date: December 2, 2022
RE: OCIDA Meeting Agenda

The Oneida County Industrial Development Agency shall meet – **3:00 PM Thursday, December 8, 2022.**

Members of the public may listen to the Agency meeting by calling +1-408-418-9388, Access code: 263 279 10584 or attend in person. The Minutes of the Agency meeting will transcribed and posted on the OCIDA website.

1. Executive Session
2. Approve minutes – November 18, 2022
3. Financial Review
4. Consider a resolution approving the modification of EDGE Project Related Debt (Wolfspeed Facility) and authorizing the form and execution of related documents, subject to counsel review.
5. Consider 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.
6. Consider 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)
7. OCIDA-EDGE 2023 Contract
8. OCIDA-EDGE 2023 Supplemental Contract
9. Old Business
10. New Business

OCLDC MEETING TO FOLLOW IMMEDIATELY AFTER

Next meeting date – **Friday, February 10 at 8 AM at 584 Phoenix Drive, Rome, NY**

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

November 18, 2022

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

Members Present: David Grow, Gene Quadraro; Steve Zogby; Michael Fitzgerald (exited at 9:45 AM)

Members Present Virtually: Kirk Hinman; Mary Faith Messenger; Ferris Betrus

EDGE Staff Present: Steven DiMeo; Shawna Papale, Bill Van Shufflin; Hannah Phillips; Laura Cohen; Tim Fitzgerald; Mark Kaucher (WebEx); Maureen Carney (WebEx)

Other Attendees: Rome Mayor Jackie Izzo; Mark Levitt and Jenna Peppenelli, Levitt & Gordon; Paul Goldman, Esq., Goldman Attorneys, PLLC (WebEx); Linda Romano and Laura Ruberto, Bond, Schoeneck & King (telephone); (WebEx)

Chair Grow called the meeting to order at 8:01 AM.

Executive Session

At 8:01 AM a motion to enter executive session in order to discuss current litigation and potential contracts was made by S. Zogby, seconded by M. Fitzgerald, and carried 7-0.

At 9:35 AM a motion to exit executive session and return to the open meeting was moved by E. Quadraro, seconded by S. Zogby, and carried 7-0.

Minutes

The October 21, 2022 meeting minutes were reviewed. **A motion to approve the October 21, 2022 minutes as presented was moved by S. Zogby and seconded by M. Fitzgerald. The motion carried 7-0.**

Interim Financials

M. Fitzgerald expressed appreciation on behalf of the members for the memo that M. Carney sent concerning existing PILOT Increment Financing agreements in place. M. Carney then presented the October 31st interim financial report. She explained that regarding the New Hartford Lodging Group PILOT, the PILOT payment was received by the County directly, which was in error. The County has vouchered to remit those funds to the OCIDA. Once received, the OCIDA will distribute these funds to the taxing jurisdictions on a pro-rata basis. In the past month, the Agency has received one administrative fee, and also has one 2022 lease payment still outstanding. She also shared that the Q4 2022 Wolfsped PILOT bill will be sent soon, and will be due December 31st. Chair Grow asked if there were any questions on the report. There being no questions or comments, the **Agency received and accepted the interim financials presented, subject to audit.**

Central Utica Building, LLC

M. Fitzgerald stated that the Agency has directed M. Levitt to contact the attorney for Central Utica Building, LLC and request that an additional \$100,000 be added to the escrow account that has been established for the project related to 411 Columbia Street in Utica. There is an understanding among the members that M. Levitt, M. Fitzgerald, and D. Grow will oversee the offer that will be given to the owner of 411 Columbia Street, if the Agency prevails in the current eminent domain litigation.

M. Fitzgerald left the meeting at 9:45. The Agency continued the meeting, but was unable to act on any agenda items due to a lack of quorum being present in-person.

Discussion on NYS Open Meetings Law and Agency Videoconferencing Policy

Chair Grow explained that the Agency needs to adopt a resolution explaining how it will abide by New York State Open Meetings Law as it pertains to virtual participation in meetings by members. J. Peppinelli explained that so far, minimal guidance has been provided by New York State concerning model procedures or policies. F. Betrus pointed out that in the Open Meetings Law, there appears to be contradictions concerning how quorum may be established with board

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members that are participating virtually. P. Peppinelli stated that the biggest consideration for the Agency is how it wishes to define “extraordinary circumstances.” The State has only provided minimal guidance as to what qualifies as “extraordinary circumstances.” She continued that a public hearing must be conducted concerning the proposed policy, and this public hearing must occur prior to it being adopted by the Agency. The conversation continued, with members identifying the days which they would be unavailable during the winter months for Agency meeting. J. Peppinelli then stated that she would begin to put together a working draft of the Agency’s policy, which would be circulated to the members for their input.

EDGE Project Related Debt (Wolfspeed Facility)

Chair Grow stated that since the Agency cannot take action during this meeting, the members will consider a resolution approving the modification of EDGE Project Related Debt for the Wolfspeed Facility, and authorizing the form and execution of related documents, subject to counsel review, with the intent to approve such resolution via unanimous written consent.

With no further business that can be acted upon, at 10:18 AM Chair Grow declared the meeting adjourned.

Respectfully Submitted,

Tim Fitzgerald

Oneida County Industrial Development Agency
Notes to the Financial Statements
November 30, 2022

Balance Sheet:

1. Cash increased by \$177K over the last 12 months; this is basically due to the increase in net assets
2. The balance in restricted cash is made up of PILOT holdings; per direction from the board, the PILOT holding is being presented on the financial statements under assets instead of under liabilities; this more clearly shows the actual assets of the organization; the dollars currently in the account are related to both the Hartford and Sovena PILOT
3. Wolfspeed has been billed for the 4th quarter PILOT payment; this is currently a receivable. As in the note above; the PILOT holding is also presented under assets as well to show the actual assets of the organization
4. The \$1,000 commitment fees collected from the following for projects that have not closed as of November 30:
 1. Source Renewables LLC (received April 2020- Project on Hold- commitment fee will be held and used to pay certain legal bills from BS&K related to the project)
 2. EDF Renewables (former partner in the Quiet Meadows projects) (received November 2021)
 3. Central Utica Building (received November 2021)
 4. Solar Generation Projects LLC (SG Oneida PV) (received December 2021)
 5. Solar Power Capital LLC (received January 2022)
 6. Solitude Solar, LLC (received February 2022)
 7. Fiber Instrument Sales (received March 2022) (closing anticipated December 7)
 8. McCraith Beverages (received June 2022)
5. Fund balance increased approximately 29% over the last 12 months

Budget Comparison Report (Income Statement):

1. 2022 annual lease payments have been billed and all, but one payment have been collected
2. The following are the closings and application fees received from 1/1/22-11/30/22:

1/21/2022	Solar Power Capital LLC	App Fee	500.00
2/7/2022	Solitude Solar, LLC	App Fee	500.00
2/25/2022	Camden Renewables, LLC	Admin Fee	40,231.25
2/25/2022	Camden Renewables, LLC	Commitment Fee	1,000.00
3/16/2022	Fiber Instrument Sales	App Fee	500.00
4/1/2022	B240 LLC	B240 LLC Admin Fee	81,721.00
6/13/2022	McCraith Beverages / STD Realty	Application Fee	500.00
6/30/2022	Pivot Energy, INC	Admin Fee	20,976.00
6/30/2022	Pivot Energy, INC	Commitment Fee	1,000.00
7/15/2022	Indium Corporation Of America	Application Fee	500.00
7/31/2022	Quiet Meadows Solar Farm 2, LLC	Admin Fee	500.00
7/31/2022	Quiet Meadows Solar Farm 2, LLC	Admin Fee	500.00
8/19/2022	Delta Luxury Apartments	Admin & Commitment Fee	49,355.00
10/3/2022	Square One Coating Systems	Admin Fee	500.00
11/28/2022	Indium Corporation Of America	Admin & Commitment Fee	59,250.00
Total as of 11/30/22			<u>257,533.25</u>

Admin fees are slightly over budget as of 11/30/22; Fiber Instrument Sales is anticipated to close on 12/7; the administrative fee for that project is \$20,353 plus the commitment fee of \$1,000 will be recognized as revenue as well

3. 2020 Admin fees include 2 large projects thus the large difference from the other comparative years

Other Significant Items to Note:

1. The 4th quarter invoice to Wolfspeed has been billed in accordance with the PILOT agreement and is due no later than 12/31/22
2. The IDA has now received all payments related to the Hartford PILOT and payments to the jurisdictions will be made in accordance with the PILOT agreement in the next check run
3. The payment from Sovena for the 2nd half of the City tax bill has been received and will be paid in accordance with the PILOT the next check run
4. The PILOT bill from the Rome City School District to Sovena has not been received yet; emails have been sent to the school requesting the bill; once the bill is received from the school Sovena will have 30 days to remit the funds

**Oneida County Industrial Development Agency
Balance Sheet
November 30, 2022 and 2021**

	Current Year	Prior Year
Assets		
Current Assets		
Cash and Cash Equivalents	857,724	679,913 ¹
Restricted Cash - PILOT Holdings	477,176	88,256 ²
PILOT Holdings	(477,176)	(88,256) ²
Accounts Receivable	500	3,586
Accounts Receivable- PILOT Billings	809,546	0 ³
PILOT Holdings	(809,546)	0 ³
Prepaid Expenses	2,392	1,603
Total Current Assets	860,617	685,102
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	860,617	685,102
Liabilities & Net Assets		
Liabilities		
Current Liabilities		
Accounts Payable	1,829	14,886
Accrued Expenses	6,417	6,417
Deferred Revenue	8,000	10,000 ⁴
Total Current Liabilities	16,246	31,303
Total Liabilities	16,246	31,303
Net Assets		
Fund Balance	444,370	253,800
Fund Balance-Board Restricted	400,000	400,000
Total Net Assets	844,370	653,800 ⁵

Oneida County Industrial Development Agency
 Budget Comparison Report
 Current Period: 11/1/2022 - 11/30/2022
 Budget Period: 1/1/2022 - 12/31/2022
 With Comparative Periods Ending 11/30/2021 and 11/30/2020

	Current Period Actual	Current Period Budget	Year-to-Date Actual	Year-to-Date Budget	11/30/2021	11/30/2020
Revenue						
Reimbursements	0	0	216	0	0	9,838
Interest Income & Miscellaneous	111	38	1,298	413	480	4,743
Lease Payments	750	3,396	51,750 ¹	37,354	49,750	43,250
PILOT Application / Admin Fees	59,250	21,667	257,533 ²	238,333	226,282	726,211 ³
PILOT Clawback MSP	0	0	0	0	65,000	0
Total Revenue	60,111	25,100	310,797	276,100	341,512	784,042
Expenses						
Business Expense	0	0	600	0	562	895
Contracted Service-Accounting	583	583	6,417	6,417	6,417	5,542
Contracted Services - Legal	850	850	9,300	9,300	8,800	8,875
Legal Services & PILOT Clawback MSP	0	0	0	0	60,695	4,305
Contracted Services- Other	0	0	3,269	0	8,089	0
Marketing- Contracted Services	0	17	915	183	45	150
Dues & Subscriptions	0	150	1,250	1,650	1,385	1,250
Insurance - General	376	333	3,704	3,667	3,484	3,445
Special ED Projects Contingency	8,333	8,333	91,667	91,667	91,667	794,504 ³
Office Supplies & Expense	0	267	400	2,933	238	0
Seminars & Conferences	0	250	3,679	2,750	1,300	2,740
Service Fees	14,000	14,000	154,000	154,000	146,667	146,667
Total Expenses	24,143	24,783	275,200	272,567	329,349	968,373
Excess or (Deficiency) of Revenue Over Expenses	35,968	317	35,597	3,533	12,163	(184,331)

**Oneida County Industrial Development Agency
Statement of Cash Flows
For the Period Ending November 30, 2022**

Cash Flows From (Used by) Operating Activities

Increase (Decrease) in Net Assets	\$ 190,571
Adjustments for Noncash Transactions	
Depreciation and Amortization	0
(Increase) Decrease in Assets	
Accounts Receivable	3,086
Prepaid Expenses	(790)
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Liabilities	(15,056)
Net Cash Flows From Operating Activities	<u>177,811</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

177,811

Cash and Cash Equivalents, Beginning of Period

679,913

Cash and Cash Equivalents, End of Period

\$ 857,724



MEMO TO: Oneida County Industrial Development Agency
FROM: Steve DiMeo
DATE: November 2, 2022
CC: Shawna Papale
RE: MV EDGE / NBT Loans for Wolfsped PIF

Shawna:

EDGE's interest only period on its NBT#1 and NBT#2 loans for the Wolfsped PIF is ending this month and the loans are set to begin full amortization of the loans. The interest rates have jumped dramatically over the past years with the fed raising interest rates. As such we have gone back to NBT and asked them to provide the following changes in the loan terms:

1. NBT#1 Loan: \$2,900,000 (no change in principal amount):

- Interest Rate: Borrower will have option to lock in at 5-Year Treasury + 225 bps (fixed) or 10-yr Treasury + 225 bps (fixed). This is a change from the original loan of 5-Yr. Treasury + 300 bps
- Loan Term: NBT has agreed to change the loan term from 5 years to 10 years with amortization period to match the loan term
- Add - prepayment penalty of 1% will apply (Yrs. 1-4 with 5 yr. fixed rate and Yrs. 1-6 with 7 yr. fixed rate) in the event of refinance with another lending institution. Reductions from excess cash flow permitted without penalty. There is currently no prepayment penalty.

2. NBT#2: \$4,600,000 (no change in principal amount):

- Interest Rate: Rate modification to 5 yr. T+2.25% (fixed) with reset at 3 yr. T+2.25% OR 10 Yr. T + 2.25% (fixed). This is a drop from the original rate of 5-Yr. Treasury + 300 bps.
- loan term 10 years in keeping with the remaining amortization
- Add - prepayment penalty of 1% will apply (Yrs. 1-4 with 5 yr. fixed rate and Yrs. 1-6 with 7 yr. fixed rate (w/10 yr. index) in the event of refinance with another lending institution. Reductions from excess cash flow permitted without penalty. There is currently no prepayment penalty.

We need to have OCIDA grant its consent at the November 18 meeting. We are looking to finalize this before the expiration of the interest only period that ends before end of November and we are looking to finalize the drawdown on the balance remaining on NBT#2. We have drawn down all of NBT#1.

Let me know if anything else is needed for OCIDA meeting on November 18.

Regards,

Steven J. DiMeo
President
Mohawk Valley EDGE

**Resolution Approving Modification of
EDGE Project Related Debt
(Cree, Inc. Facility)**

Date: November 18, 2022

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 18th day of November 2022, the following members of the Agency were:

Members Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to approving the modification of certain EDGE Project Related Debt in furtherance of the Cree, Inc. Facility.

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

Voting Aye

Voting Nay

RESOLUTION APPROVING THE MODIFICATION OF CERTAIN EDGE PROJECT RELATED DEBT AND EXECUTION OF MODIFICATION DOCUMENTS WITH RESPECT TO THE CREE, INC. FACILITY LOCATED IN THE TOWN OF MARCY, ONEIDA COUNTY.

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

WHEREAS, Economic Development Growth Enterprises Corporation, on behalf of itself and its principals (collectively, "EDGE"), and Cree, Inc., on behalf of itself and its principals (collectively, the "Company"), entered into a transaction in which the Agency is assisting in the (i) acquisition of an interest in a 55.25± acre parcel of land situate at Edic Road in the Town of Marcy, Oneida County, New York (the "Land"), (ii) construction on the Land of four buildings with 450,000± square feet of floor area consisting of (a) a three-story administrative building measuring 75,000± square feet; (b) a three-story, 300,000± square foot ballroom style wafer fabrication building with total cleanroom space measuring 100,000 - 135,000 square feet; (c) a HPM Warehouse, (d) a single-story Central Utilities Building measuring 70,000± square feet, and (e) all utilities and infrastructure to support the same (collectively, the "Improvements"); and (iii) acquisition and installation of furniture, fixtures and equipment in the Improvements (the "Equipment"), all for the purpose of providing a state of the art wafer fabrication plant to support the substantial growth of the Company in its target markets (the Land, the Improvements and the Equipment is referred to collectively as the "Facility" and the construction, renovation and equipping of the Improvements is referred to as the "Project"); and

WHEREAS, The People of the State of New York, acting by and through the State University of New York (the "State") owns in fee a 53.76± acre portion of the Land (the "State Land") and leases the State Land to Fort Schuyler Management Corporation ("FSMC") pursuant to an Amended and Restated Ground Lease dated as of May 1, 2010, as may have been or may be amended from time to time (the "First Ground Lease"); and

WHEREAS, FSMC ground subleases the State Land to EDGE pursuant to a Second Ground Sublease, as may be amended from time to time (the "Second Ground Lease"); and

WHEREAS, EDGE owns in fee a 1.49± acre portion of the Land (the "EDGE Land"); and

WHEREAS, EDGE sub-subleases the Facility to the Company pursuant to a Ground Sublease, as may be amended from time to time (the "Third Ground Lease"); and

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

WHEREAS, the Agency provides financial assistance in support of the Project in the form of exemptions from mortgage recording taxes and exemptions from sales and use taxes on materials and/or the Equipment used or incorporated in the Facility; and

WHEREAS, the Agency made provision for payments-in-lieu-of-taxes (the "PILOT Payments") by the Company to the Agency pursuant to a Payment-In-Lieu-of-Tax Agreement (the "PILOT Agreement"), which PILOT Payments are to be allocated by the Agency in accordance with the terms of an Agreement Approving PILOT Terms and Allocating PILOT Payments dated as of October 1, 2013 by and among the County of Oneida, Whitesboro Central School District, the Town of Marcy, Maynard Fire District, Dunham Public Library (each an "Affected Tax Jurisdiction" and collectively, the "Affected Tax Jurisdictions"), the Agency and EDGE (the "Allocation Agreement"); and

WHEREAS, the payments under the PILOT Agreement are a first-priority lien on the Facility, secured by a PILOT Mortgage from the Agency and the Company to the Agency, for the benefit of the Taxing Authorities (the "PILOT Mortgage"); and

WHEREAS, the Company represented that it will create certain full time equivalent ("FTE") positions at the Facility, as a result of undertaking the Facility (the "Employment Obligation"), and the Financial Assistance is conditioned upon the Company achieving the Employment Obligation for a period of ten (10) years following completion of the Facility, and failure to do so may result in the termination or recapture of Financial Assistance; and

WHEREAS, EDGE has agreed to undertake certain site work in furtherance of the Project (the "EDGE Project Related Improvements") and to finance a portion of the costs of the EDGE Project Related Improvements by undertaking certain site work in furtherance of the Project (the "EDGE Project Related Debt"); and

WHEREAS, NBT Bank, National Association (the "Bank"), together with a consortium of other lenders to be identified at a later date (collectively, the "EDGE Lenders," and together with the Bank, collectively, the "Lenders") have agreed to finance the EDGE Project Related Improvements by extending one or more loans to EDGE in the principal sum of up to \$9,250,000.00, to be secured by one or more mortgages and/or other documents deemed necessary by the Lenders to secure their respective interests (the "Lenders' Financing Documents"); and

WHEREAS, by resolution adopted on October 23, 2020 (the "Resolution") the Agency approved EDGE Project Related Debt in an amount not to exceed \$9,450,000.00 on the condition that the Lender's Financing Documents are not extended without the express written approval of the Agency; and

WHEREAS, EDGE has requested, and the Bank has approved, a modification of certain terms of financing relating to two loans extended by the Bank to EDGE relating to the EDGE Project Related Debt, which modification does not increase the principal amount of the loans but does extend the payment terms from five to ten years, in addition to other modifications to the loan terms; and

WHEREAS, EDGE submitted a request to the Agency to approve the modification of the EDGE Project Related Debt and deliver to the Bank a certificate in substantially the form attached hereto as Exhibit A (the "Written Consent") and any other documents the Bank may require to modify the Lender's Financing Documents (together with the Written Consent, the "Modification Documents"); and

WHEREAS, the Agency recognizes that the Project is vitally important to economic development efforts in Oneida County, and desires to approve the modification of the EDGE Project Related Debt in support of the Project.

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

Section 1. The Agency hereby finds and determines:

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

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

(c) Approving the modification of the EDGE Project Related Debt will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) Modification of the EDGE Project Related Debt is reasonably necessary to induce EDGE to undertake the EDGE Project Related Improvements and to induce the Company to maintain and expand its business operations in the State of New York; and

(e) It is desirable and in the public interest for the Agency to approve the modification of the EDGE Project Related Debt; and

(f) The Modification Documents, in the Agency’s customary forms and subject to review by counsel, will be effective instruments whereby the Agency approves the modification of the EDGE Project Related Debt and modifies the terms of the EDGE Project Related Debt as presented to the Agency.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) approve the modification of the EDGE Project Related Debt; and (ii) execute, deliver and perform the Modification Documents.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such modification of EDGE Project Related Debt are hereby approved, ratified and confirmed.

Section 4. The form and substance of the Modification Documents are hereby approved, subject to (i) the inclusion of the Agency’s standard financing provisions; (ii) the condition that the Lenders’ Financing Documents will not be further extended without the express written approval of the Agency; and (iii) approval of Agency counsel.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Modification Documents, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the

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

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

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

Section 7. This resolution shall take effect immediately.

EXHIBIT A

**CONSENT BY AGENCY TO MODIFICATION OF EDGE PROJECT-RELATED DEBT
SECURED BY THE COLLATERAL ASSIGNMENT OF RENTS AND PAYMENTS.**

The Oneida County Industrial Development Agency (the “Agency”), by and through its duly authorized representative signing below, hereby confirms that it has consented to Economic Development Growth Enterprises Corporation’s (“EDGE”) modification of the terms of certain EDGE Project-Related Debt secured by a Collateral Assignment of Rents and Payments dated November 24, 2020 from EDGE and the Agency to NBT Bank, National Association.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow, Chairman

STATE OF NEW YORK:

Ss.:

COUNTY OF ONEIDA:

On this _____ day of November, 2022, before me, a notary public in and for such State, did personally appear David C. Grow, to me personally known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument; and acknowledged before me that he/she executed the same in his/her capacities; and that by his/her signature on the instrument, the individual, or the person upon whose behalf such individual acted, executed the same.

Notary Public - State of NY

LT Group, LLC
201 Woods Park Dr.
Clinton, NY 13323

November 28, 2022

Shauna Papale
Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105

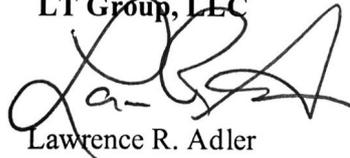
Re: Leaseback Agreement

Dear Shauna:

Please let this letter serve as notice that LT Group, LLC has entered into a contract to sell the Hampton Inn & Suites which is located on land subject to the above-referenced Leaseback Agreement. As such, we are formally requesting that the Leaseback Agreement be terminated ASAP to allow our sale to go through the week of December 12th. LT Group, LLC has fulfilled all of its obligations under the Leaseback Agreement. Submitted herewith is our final annual employment report for calendar year 2022.

Thank you. Please let me know if anything further is needed.

Very truly yours,
LT Group, LLC



Lawrence R. Adler

Please update contact information below if inaccurate. If you need to update your address, please do so on the tab "Supplemental Info Page 2".

Contact	Larry Adler
Contact Email	larry@cameronllc.com
Form Filler	Larry Adler
Form Filler Email	Larry@cameronllc.com

Applicant Name	LT Group LLC/ New Hartford Office Group
Address Line 1	201 Woods Park Drive
Address Line 2	
City	Clinton
State	NY
Postal Code	13323
Country	USA

2022 Schedule of Supplemental Information (Straight Lease) PAGE 1

Project Code:	3001-01.12C
Type ("Lease" or "Bond/Note Issuance" or "Tax Exemption"):	Lease
Project Name:	LT Group LLC/ New Hartford Office Group
Project Address Street line 1:	201 Woods Park Drive
Project Address Street line 2:	
City:	Clinton
State (Abbreviated):	NY
Postal Zipcode:	13323
Country:	USA
Total Project Amount:	4760000
Approval Date:	7/21/2011
Is the project part of or related to an existing multi-phase project (Y/N)	N
If yes: What is the original project code	
Project Purpose Category	Other Categories
Did the IDA take Leashold Interest to the property (Y/N)	N
Date IDA took leashold interest:	
Benefitted Project Amount:	6570000
Bond Amount	
Annual Lease Payment	500
Federal Tax Status of Bonds	
Year Financial Assist Planned to end:	2021
There is no debt outstanding for this project (Y/N)	
IDA does not hold title to the property (Y/N)	
The project receives no tax exemptions (Y/N)	
Non-Profit (Y/N):	N

Was your project completed in Report Year
(Please mark the appropriate box with an X)

YES NO

If YES, what was the final project cost total?

\$

Report Year Exemptions - Amounts that WOULD HAVE been payable AS FULL TAXES, without IDA Assistance			
(Please enter amounts in the fields highlighted in GREEN)			
Sales Tax (ST)	Real Property Taxes (RPT)	Mortgage Recording Tax (MR)	Total Tax Exemptions (Sum of ST, RPT and MRT)
State: \$	County: \$	\$	\$
Local: \$	Local (Sum of City/Town/Village): \$		
	School: \$		

Please check box with an X if applicable:

Not all of the data is reported. A letter for the explanation will be returned with this report.

2022 Payments in Lieu of Taxes (PILOTS) PAID.				
DO NOT INCLUDE SPECIAL DISTRICT ASSESSMENT PAYMENTS (ie: sewer, water, lighting etc. districts)				
County PILOT	Local PILOT (sum of city/town/village)	School District PILOT	TOTAL PILOTS PAID	
\$ 21,143.60	\$ 8,677.26	\$ 89,859.38	\$	119,680.24

Straight Lease: Identify method of financial assistance utilized by project other than tax exemptions claimed by project. Identify by AMOUNT and TYPE:

FORM CONTINUED ON NEXT TAB "Supplemental Info Page 2" ➔

2022 Schedule of Supplemental Information (Straight Lease) PAGE 2

Full- Time Equivalent (FTE) Jobs Created and Retained - As of December 31, 2021 (see report instructions tab for more information)							
# FTE Employees at Project Location Prior to IDA Status	Original Estimate of Jobs to be Created	Original Estimate of Jobs to be Retained	Estimated average annual salary of jobs to be retained	# Current FTE Employees	# FTE Jobs Created During Fiscal Year	# FTE Jobs Retained During Fiscal Year	# FTE Contrusion Jobs Created during Fiscal Year
0	10	0	35000	11	0	11	0

Project Code:	3001-01.12C
Type:	Lease
Project Name:	LT Group LLC/ New Hartford Office Group

FOR PROJECTS CLOSED WITH THE AGENCY AFTER JULY 2016 ONLY. If the salary and benefit information for categories of jobs retained and jobs created that was provided in the original project application is still accurate, please mark the box with an X. If the information is no longer accurate please complete the chart below.

Category of Jobs to be Retained and Created	# Of Current FTE Per Category	Average Annual Salary or Range of Salary				Average Annual Fringe Benefits or Range of Fringe Benefits
		Average	Range From	-	Range To	
Management				-		
Administrative				-		
Production				-	44895.00	
Independent Contractor				-		
Other				-		

Contact Information (if different from Supplemental Info Page 1)	
NAME:	LT Group, LLC
Address:	201 Woods Park Drive
	Clinton, NY 13323
Telephone:	
Fax:	
Email:	
Person Completing Form:	

I certify that to the best of my knowledge and belief all of the information on page 1 and 2 of the Annual Report is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

For instructions on how to sign your name in excel please see below this box.

Signed:	 (Authorized Company Representative)
Type name:	Larry Adler
Date:	11/30/2022

To draw your name in excel:

- * Click on the "Insert" Tab
- * Click on "Illustrations"
- * Select the "Shapes" Option
- * Select the "Lines" subcategory
- * The last option, if you hover your mouse over it will say "Freeform: Scribble" and looks like a looping line. This is the option you want to select. It will turn your mouse into a pencil after selecting. Then just click and hold to draw your signature in the box above.

February 9, 2022

PILOT #180

LT Group, LLC.
c/o Mohawk Valley EDGE
Attn: Maureen Carney
584 Phoenix Drive
Rome, NY 13441

Dear PILOT # 180 Account Holder,

Your payment in lieu of taxes for the taxable year of 2022 is as follows:

You are in year 10 of this PILOT agreement
Parcel I.D. Number: 4889 328.000-3-7.3
Tax Rate: 7.978718
Assessment: \$2,650,000
Amount Due: \$21,143.60

Please return payment with a copy of this bill. Make check payable to the "Commissioner of Finance" and mail to the Oneida County Commissioner of Finance, 800 Park Avenue, Utica, New York 13501 by March 9, 2022 to avoid interest and penalty charges.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/dmh

cc: File

TOWN OF NEW HARTFORD
PAYMENT IN LIEU OF TAXES

December 31, 2021

LT Group, LLC
201 Woods Park Dr
Clinton, NY 13323

Remit Payments To:
OCIDA
584 Phoenix Ave
Rome NY 13441
Attn: Shawna Papale

Re: Hampton Inn

To Whom It May Concern:

The following is the General Town tax for the year 2022 in accordance with your agreement with the Oneida County Industrial Development Agency. Please remit your payment, without penalty, to OCIDA, Attn: Shawna Papale, prior to January 31, 2022. Remittances after this date will have penalties added on.

Sincerely,



Paul Miscione
New Hartford Town Supervisor

<u>Property Tax Map #</u>	<u>Value</u>	<u>Tax Rate</u>	<u>Tax Amount</u>	<u>%</u>
328.000-3-7.3	\$2,650,000	3.274438	\$8,677.26	100%

TOTAL \$8,677.26

NEW HARTFORD CENTRAL SCHOOL DISTRICT

BUSINESS OFFICE

29 Oxford Road

New Hartford, NY 13413

315-624-1202/fax-315-624-1265

INVOICE

Date: August 29, 2022

Invoice # **2023-10**

Hampton Inn
201 Woods Park Drive
Clinton, New York 13323

The 2022-23 tax rate for the New Hartford Central School District has been established at \$33.9092 per \$1,000 of assessed value. Under the PILOT agreement between Oneida County Industrial Development Agency and the New Hartford Central School District, your 2022-23 tax liability is calculated as follows:

<u>Assessment</u>	<u>Tax Rate</u>	<u>Total Taxes</u>	<u>Liability</u>	<u>PILOT Payment Due</u>
\$2,650,000	\$33.9092	\$89,859.38	100%	<u>\$89,859.38</u>

Please forward a check **payable to New Hartford Central School District** in the amount of \$89,859.38 to my attention in the Business Office of the New Hartford Central School District, 29 Oxford Road, New Hartford, NY 13413.

Sincerely,

Mary B. Mandel
Assistant Superintendent
For Business Affairs

cc: Treasurer
OCIDA



REQUEST TO AMEND PREVIOUSLY SUBMITTED APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency

584 Phoenix Drive
Rome, New York 13441-1405

(315) 338-0393 telephone
(315) 338-5694 fax

Shawna M. Papale, Executive Director

Please also deliver an electronic copy of all.

All applications must be submitted at least 10 days prior to meeting.

Project Number _____

Project Name Central Utica Building

Applicant Name Central Utica Building, LLC

Date of Original Submission 11/12/2021

Date of AMENDED Submission 11/29/2022

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

Increases in construction costs and resulting increase in principal amount of bank financing secured by mortgage for which a mortgage recording tax exemption is being requested.

Check all categories best describing the **scope of the project**:

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

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

<u>Agency Assistance Requested</u>		Original Value	Revised Value
<input type="checkbox"/>	Payment In Lieu of Real Property Taxes (PILOT) _____ (Savings due to PILOT)	\$	\$
<input checked="" type="checkbox"/>	Mortgage Tax Exemption (.75%) Amount of mortgage:	\$ 128,138 \$ 17,085,000	\$ 191,250 \$ 25,500,000
<input checked="" type="checkbox"/>	Sales and Use Tax Exemption ** (8.75%)	\$	\$
	Value of goods/services to be exempted from sales tax:	\$	\$
	Total:	\$ 128,138	\$ 191,250

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 proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered. It is the responsibility of the applicant to inform the IDA within 10 days if the project amount changes.**

REVISED BUDGET REQUEST

Part IX: Estimated Project Cost and Financing

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

	Original	Revised	Difference (Use minus symbol where applicable)
LAND Acquisition	\$ 750,000	750,000	
Existing Building(s) ACQUISITION	\$		
Existing Building(s) RENOVATION	\$		
NEW Building(s) CONSTRUCTION	\$ 30,868,891 ⁺	38,887,091	8,018,200
Site preparation/parking lot construction	\$ 1,611,800 ⁺	1,611,800	
Machinery & Equipment that is TAXABLE	\$ 6,300,000	6,300,000	
Machinery & Equipment that is TAX-EXEMPT	\$		
Furniture & Fixtures	\$		
Installation costs	\$		
Architectural & Engineering	\$ 735,184	735,184	
Legal Fees (applicant, IDA, bank, other counsel)	\$ 100,000	100,000	
Financial (all costs related to project financing)*	\$ 642,954	979,754	336,800
Permits (describe below)	\$ 140,000	140,000	
Other (describe below)	\$ 1,080,000	1,140,000	60,000
Subtotal	\$ 42,228,829	50,643,829	8,415,000
Agency Fee ¹	\$ 130,572	151,609	21,037
Total Project Cost	\$ 42,359,401	50,795,438	8,436,037

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

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

Permit Information

Building Permit fees \$7/per 1,000 based on 20MM for the core & shell

Other Information

REVISED FINANCING

11(b) **Sources of Funds for Project Costs**

Bank Financing:	\$ <u>36,366,579</u>
Equity (excluding equity that is attributed to grants/tax credits)	\$ <u>14,277,250</u>
Tax Exempt Bond Issuance (if applicable)	\$ _____
Taxable Bond Issuance (if applicable)	\$ _____
Public Sources (Include sum total of all state and federal grants and tax credits)	\$ _____

Comments:

Identify each state and federal grant/credit:

- \$ _____
- \$ _____
- \$ _____
- \$ _____

Of the bank financing, \$25,500,000 will be borrowed by CUB and secured by a mortgage.

Total Sources of Funds for Project Costs: \$ 50,643,829

Real Estate Taxes

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

Tax Map Parcel #	Current Assessed Value (Land)	Current Assessed Value (Building)	Current Total Assessment	Current Real Estate Taxes

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.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

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

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

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

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

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

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

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

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

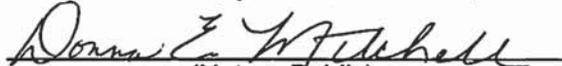
STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

Ashok Patel, MD _____, being first duly sworn, deposes and says:

1. That I am the Member (Corporate Office) of Central Utica Building (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 30th day of November, 2022.


(Notary Public)

DONNA E. MITCHELL
Notary Public, State Of New York
Qualified In Oneida County
Registration # 4626311
My Commission Expires 6/30/2026

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: David Quirello

Name: David Quirello

Title: CFO

Date: 11.30.2022

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

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

1-Dec-22

Name of Applicant:	Central Utica Building, LLC
	601 State Street, Utica
Description of Project:	70k-80k sf medical office building
	Construction & equipping
Name of All Sublessees or Other Occupants of Facility:	Central NY Cardiology, PC (20k-22k sf)
	Mohawk Valley ASC, LLC (18k sf)
	MVHS (14k-17k sf)
Principals or Parent of Applicant:	CNYC Realty, LLC - 30% owner
	5DOCS, LLC - 70%
Products or Services of Applicant to be produced or carried out at facility:	
Estimated Date of Completion of Project:	Jul-23
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 type="checkbox"/> Real Property Tax Abatement

Project Costs

Land Acquisition	\$ 750,000
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 38,887,091
Installation Costs	\$ -
Site Preparation/Parking Lot Construction	\$ 1,611,800
Machinery & Equipment (other than furniture)	\$ 6,300,000
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ 735,184
Legal Fees (applicant, IDA, bank, other counsel)	\$ 100,000
Financial (all costs related to project financing)	\$ 979,754
Permits	\$ 140,000
Other	\$ 1,140,000
Agency Fee	\$ 151,609
TOTAL COST OF PROJECT	\$ 50,795,438

Assistance Provided by the Following:

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

Company Information

Existing Jobs	146.5
Created Jobs FTE (over three years)	14.4
Retained Jobs	146.5

Average Salary of these Positions

\$	130,795
\$	96,975
\$	130,795

Earnings Information for Oneida County

Average Salary of Direct Jobs for Applicant	\$ 130,795
Average of County Indirect Jobs	\$ 25,000
Average of Construction Jobs	\$ 32,000

Note: \$1,000,000 in construction expenditures generates 15 person - years of employment
Construction Person Years of Employment: **202**

Calculation of Benefits (3 Year Period)

	Total Earnings	Revenues
Direct Jobs		
Created	\$ 4,189,320	\$ 178,046
Existing	\$ 57,484,403	\$ 2,443,087
Indirect Jobs		
Created	\$ 2,700,000	\$ 114,750
Existing	\$ 27,468,750	\$ 1,167,422
Construction - only one year		
Person Years	\$ 6,479,823	\$ 275,392
TOTALS Calculation of Benefits (3 Yr Period)	\$ 98,322,295	\$ 4,178,698

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	\$ 1,508,155	\$ 147,045
	Existing	0.36	\$ 20,694,385	\$ 2,017,703
Indirect Jobs	Created	0.36	\$ 972,000	\$ 94,770
	Existing	0.36	\$ 9,888,750	\$ 964,153
Construction - only one year	Person Years	0.36	\$ 2,332,736	\$ 227,442
<u>TOTAL TAXABLE GOODS & SERVICES</u>			\$ 35,396,026	\$ 3,451,113

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:	26.372977	Utica 22-23
Tax Rate for Municipality where facility is located:	27.03189	Utica 2022
Tax Rate for County:	13.136523	Oneida 2022
	Total Rate:	
Real Property Taxes Paid:	\$ 728,043	

COSTS: IDA BENEFITS

Real Property Taxes Abatement	\$ -
Mortgage Tax Abated (.75%)	\$ 191,250
Estimated Sales Tax Abated During Construction Period (8.75%)	\$ 1,820,000
Total:	\$ 2,011,250

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.

**Supplemental Resolution
Mortgage Recording Tax Exemption
Increase
Central Utica Building, LLC Facility**

Date: December 8, 2022

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on December 8, 2022, the following members of the Agency were:

Members Present:

EDGE Staff Present:

Other Attendees:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on an Application Amendment and request for Amended Financial Assistance relating to the Central Utica Building, LLC Facility.

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

Voting Aye

Voting Nay

RESOLUTION AUTHORIZING THE AGENCY TO ACCEPT AN APPLICATION AMENDMENT AND AUTHORIZE AN INCREASE IN THE VALUE OF FINANCIAL ASSISTANCE WITH RESPECT TO THE CENTRAL UTICA BUILDING, LLC FACILITY LOCATED IN THE CITY OF UTICA, ONEIDA COUNTY.

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

WHEREAS, Central Utica Building, LLC (the “Company”) has requested that the Agency provide certain financial assistance, consisting of exemptions from mortgage recording taxes and exemptions from sales and use taxes (collectively, the “Financial Assistance”), for a project (the “Project”) consisting of construction of a 94,000± square foot state-of-the-art medical office building and appurtenant facilities including parking areas and all infrastructure, utilities and amenities to support the same (collectively, the “Improvements”) situated on parcels of land measuring 2.90± acres in the aggregate adjacent to the new Wynn Hospital (the “Wynn Hospital”) located at the Corner of State and Columbia Streets, City of Utica, Oneida County, New York (the “Land”) and the acquisition and installation of equipment in the Improvements (the “Equipment”), all for the purpose of providing a seamless and integrated health care delivery system together with the Wynn Hospital, and to enhance and expand the delivery of health care services to the community (the Land, the Improvements and the Equipment are referred to collectively as the “Facility”); and

WHEREAS, on March 3, 2022 the Agency adopted a resolution (the “Final Authorizing Resolution”) authorizing financial assistance in the form of exemptions from sales and use taxes on purchases and exemptions from mortgage recording taxes (the “Financial Assistance”) in support of the Facility, subject to the satisfaction of certain conditions described in the resolution; and

WHEREAS, the value of the Financial Assistance currently authorized by the Agency is described below:

- Sales and use tax exemption estimated at \$1,820,000
- Mortgage tax exemption estimated at \$128,138

WHEREAS, the Company submitted to the Agency a supplement to its Application for Financial Assistance (the “Application Amendment”) and requested the Agency authorize an increase in the value of the mortgage recording tax exemptions to \$191,250 (the “Amended Financial Assistance”) to account for certain changes in project costs and sources of funding for the Project; and

WHEREAS, the requested Amended Financial Assistance is less than \$100,000 higher than the Financial Assistance and therefore it is not necessary to conduct a public hearing to authorize the Amended Financial Assistance.

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The Amended Financial Assistance is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) The SEQRA findings adopted by the Agency on January 21, 2022 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(f) It is desirable and in the public interest for the Agency to accept the Application Amendment and approve the Amended Financial Assistance.

Section 2. In consequence of the foregoing, the Agency hereby determines to (i) accept the Application Amendment; and (ii) amend the value of the mortgage recording tax exemption to an amount not to exceed \$191,250.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the Amended Financial Assistance, and all acts heretofore taken by the Agency with respect to such Amended Financial Assistance are hereby approved, ratified and confirmed.

Section 4. This resolution serves to supplement (i) the inducement resolution adopted by the Agency on November 19, 2021 as amended on December 17, 2021 and (ii) the Final Authorizing Resolution.

Section 5. This resolution shall take effect immediately.

STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT- CY 2022 (this "Agreement"), dated as of December ~~1916~~, ~~2021~~2022, 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 **ONE HUNDRED SIXTY-EIGHTSEVENTY-SIX THOUSAND FOUR HUNDRED AND NO/100ths DOLLARS (\$168,000176,400.00)**. 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.

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, 2022-2023** and ending on **December 31, 2022-2023**, inclusive (the "Term"), unless both Parties, prior to the completion of the Term of this Agreement, mutually agree, in writing, to extend, renew, or continue this Agreement beyond **December 31, 2022-2023**. Both Parties reserve the right to negotiate terms for an extension, renewal or continuation of this Agreement, subject to the approval of each Party's governing body. Negotiations for an extension, renewal or continuation of this Agreement shall commence at least sixty (60) days prior to the end of the Term. 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: Steven J. DiMeo
It's President

If to OCIDA: Oneida County Industrial Development
Agency
584 Phoenix Drive
Rome, New York 13441
Attn: David C. Grow
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 ~~2022~~2023 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: _____

**Rocco F. Arcuri Sr.
It's Chairman**

OCIDA:

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

**David C. Grow
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 the OCIDA where an allocation agreement has been put in place, such as The Hartford, New Hartford Business Park, B240 LLC, 99 Otis Street LLC, Sovena, and Wolfsped.
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.

SUPPLEMENTAL STAFF SERVICES AGREEMENT- CY 2021-20232

THIS SUPPLEMENTAL STAFF SERVICES AGREEMENT- CY 2021-20232 (this "Agreement"), dated as of January 1, 2021-20232, 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 who are available to provide staff services (collectively, the "Staff Services") to OCIDA; and

WHEREAS, concurrently herewith, EDGE and OCIDA have entered into a Staff Services Agreement- CY 2017-20232 (the "Basic Staff Services Agreement"); and

WHEREAS, the Basic Staff Services Agreement provides, among other things, that during CY 2021-20232 EDGE is to furnish to OCIDA the Staff Services (as such term is defined therein) in consideration of a ~~\$160,000.00~~168,000~~176,400.00~~ service fee (the "Basic Service Fee"); and

WHEREAS, the Basic Staff Services Agreement anticipates that EDGE will provide a certain volume of Basic Staff Services to OCIDA during CY 2021-20232 (the "Basic Volume of Staff Services"); and

WHEREAS, during CY 2021-20232, OCIDA desires EDGE to provide a supplemental volume of Staff Services over and above the Basic Volume of Staff Services (collectively, the "Supplemental Staff Services") and EDGE is willing to do so in consideration of a ~~\$100,000~~125,000.00 supplemental service fee (the

“Supplemental Service Fee”) and upon the other 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/SUPPLEMENTAL STAFF SERVICES.

EDGE will assign various members of the Staff to perform Supplemental 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 Supplemental 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 Supplemental 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 Supplemental Staff Services more particularly described on **Exhibit A** annexed hereto and made a part hereof. The Staff shall perform the Supplemental 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 Supplemental 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 Supplemental 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 Supplemental Staff Services. If a particular member of the Staff does not perform such Supplemental 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 Supplemental Staff Services to be furnished to OCIDA by EDGE hereunder during the Term, OCIDA shall pay a supplemental service fee (the "Supplemental Service Fee") to EDGE in the amount of **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100ths DOLLARS (~~\$100~~125,000.00)**. The Supplemental Service Fee shall be paid to EDGE on a monthly basis in twelve equal monthly installments.

The Supplemental Service Fee covers the Supplemental 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 Supplemental Staff Services provided to OCIDA.

The Supplemental Service Fee does not include any out-of-pocket expenses incurred by EDGE in providing the Supplemental Staff Services including, without limitation, the following: the costs of third-party service providers retained by EDGE to perform Supplemental 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 Supplemental Staff Services for or on behalf of OCIDA or incur any out-of-pocket expense for Supplemental 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 Supplemental Staff Services.

8. **TERM.** The term of this Agreement shall be for one (1) year commencing on **January 1, 2021-20223** and ending on **December 31, 2021-20223**, inclusive (the "Term"), unless both Parties, prior to the completion of the Term of this Agreement, mutually agree, in writing, to extend, renew, or continue this Agreement beyond December 31, **2021-20223**. Both Parties reserve the right to negotiate terms for an extension, renewal or continuation of this Agreement, subject to the approval of each Party's governing body. Negotiations for an extension, renewal or continuation of this Agreement shall commence at least sixty (60) days prior to the end of the Term. 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 Supplemental 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) Workers' Compensation and Employer's Liability and State-mandated Disability Benefits Liability insurance covering all persons employed by such Party, with the limits of insurance required by law.
- (c) Business automobile liability insurance with limits of insurance not less than \$1,000,000 for each accident.
- (d) 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 fidelity bond insurance or other insurance covering employee dishonesty with limits of coverage of not less than \$5,000,000.

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.

EDGE 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 Supplemental 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: Steven J. DiMeo
Its President

If to OCIDA: Oneida County Industrial Development
Agency
584 Phoenix Drive
Rome, New York 13441
Attn: David C. Grow
Its 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 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 Supplemental 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 Supplemental Staff Services Agreement-CY ~~2021~~2022 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: _____

Steven J. DiMeo

Its President

OCIDA:

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

David C. Grow

Its 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 the OCIDA where an allocation agreement has been put in place, such as The Hartford, New Hartford Business Park, 394 Hangar Road, and Sovena.
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, and including following new legislative changes and trends proposed.
10. Maintain and update as necessary the application documents of the OCIDA that would be distributed to potential applicants to the OCIDA.