

**Final Authorizing Resolution  
Booz Allen Hamilton Inc. Facility**

**Transcript Document No. 7(a)**

Date: August 16, 2019

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 16th day of August 2019, the following members of the Agency were:

Members Present: Ferris Betrus, Michael Fitzgerald, David Grow, Kirk Hinman, Mary Faith Messenger, Eugene Quadraro, Steve Zogby

EDGE Staff Present: S. DiMeo, S. Papale, M. Carney, J. Waters, Sokunthideth Chea, M. Kaucher

Others Present: Rome Mayor Jackie Izzo; Jenna Peppenelli, Levitt & Gordon; Dave Hill, Rome Sentinel; Bill Maxim, Northeast Regional Council of Carpenters; Nick Matt, Matt Brewing Co.; Steve Buck, Heartford Luxury Apartments; Kate Jarosh, B240 LLC/Bonacio Construction.

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Booz Allen Hamilton Inc.

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

Ferris Betrus voting aye;  
David Grow voting aye;  
Michael Fitzgerald voting aye;  
Kirk Hinman voting aye;  
Mary Faith Messenger voting aye;  
Eugene Quadraro voting aye;  
Steve Zogby voting aye.

RESOLUTION OF THE AGENCY AUTHORIZING THE AGENCY TO EXECUTE THE EQUIPMENT LEASE AGREEMENT, THE EQUIPMENT LEASEBACK AGREEMENT, THE ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, AND RELATED DOCUMENTS WITH RESPECT TO THE BOOZ ALLEN HAMILTON INC. FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

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

WHEREAS, Booz Allen Hamilton Inc., on behalf of itself, its principals, or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in buildout of the first floor of a 32,110± square foot building (the "Existing Improvements"), comprised of 14,000± square feet (the "Improvements") situated on a 5.00± acre parcel of land located at 99 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and acquisition and installation of machinery, equipment, furnishings, fixtures, apparatus, building materials and other tangible personal property in the Improvements (the "Equipment"), all for the purpose of supporting the aerospace market (the Improvements and the Equipment are referred to collectively as the "Facility" and the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Improvements is referred to as the "Project"); and

WHEREAS, the Agency owns the Land and Existing Improvements, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") and leases the same to 99 Otis Street, LLC (the "Landlord") pursuant to a Lease Agreement dated as of November 20, 2018 (the "Lease Agreement"), and the Landlord subleases the Improvements to the Company pursuant to a Sublease Agreement dated as of June 4<sup>th</sup>, 2019 (the "Sublease Agreement"); and

WHEREAS, the Company has requested the Agency provide financial assistance, consisting of exemptions from sales taxes, which is consistent with the Agency's Uniform Tax Exemption Policy (the "Financial Assistance"); and

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

WHEREAS, the Agency by resolution duly adopted on June 27, 2019 (the "Inducement Resolution") decided to proceed under the provisions of the Act to lease the Facility and directed that a public hearing be held and enter into the Equipment Lease Agreement and Equipment Leaseback Agreement; and

WHEREAS, the Agency conducted said public hearing on August 14, 2019; and

WHEREAS, the Agency has agreed to acquire a leasehold interest in and grant the Financial Assistance with respect to the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

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

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The acquisition, renovation, equipping and financing of the Facility and the Agency's Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

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

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

(g) The Equipment Lease Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument where the Company conveys to the Agency its leasehold interest in the Facility;

(h) The Equipment Leaseback Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency leases the Facility back to the Company; and

(i) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined

therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(j) The Job Creation and Recapture Agreement (the "Job Creation Agreement") by the Company for the benefit of the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument where the Company agrees to create and maintain certain employment levels at the Facility and agrees that the Financial Assistance is conditioned upon the Company's compliance therewith.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) acquire a leasehold interest in the Facility, (ii) execute, deliver and perform the Equipment Lease Agreement; (iii) lease the Facility back to the Company pursuant to the Equipment Leaseback Agreement, and (iv) execute, deliver and perform the Equipment Leaseback Agreement.

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

Section 4. The form and substance of the Equipment Lease Agreement, the Equipment Leaseback Agreement, the Environmental Compliance and Indemnification Agreement and the Job Creation Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

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 Equipment Lease Agreement, the Equipment Leaseback Agreement and the Environmental Compliance and Indemnification Agreement, all in substantially the forms thereof presented to this meeting or in the forms to be approved by Agency Counsel, with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

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

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

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

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on the 16<sup>th</sup> day of August 2019 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the Equipment Lease Agreement, the Equipment Leaseback Agreement and the Job Creation Agreement contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 14<sup>th</sup> day of May 2020.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
Shawna M. Papale, Secretary