

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 spapale@mvedge.org

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

878	Ellsworth Rd		

Project Name

Date of Submission

4/21/2023

Important Notes to Applicant:

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

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

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

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

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

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

Part I: Applicant Information

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

Applicant

1(a) Applicant's Legal Name:	Yoder Properties, LTD
1(b) Principal Address:	109 Miles Ave, SW
	Canton, OH 44710
1(c) Telephone/Facsimile Numbers:	330-478-2100 - Ext. 1138 & 1139
1(d) Email Address:	Mark.Taylor@Starktruss.com
1(e) Federal Identification Number:	34-1787803
1(f) Contact Person:	Mark Taylor, CFO
1(g) Is the Applicant a	Corporation: <u>If Yes</u> , Public Private] If public, on which <u>exchange is it listed?</u>
	Subchapter S Sole Proprietorship General Partnership Limited Partnership Limited Liability Corporation/Partnership Single-Member LLC (name and EIN below):
	Name: EIN #: DISC Other(specify)

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

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

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

	Name	Address	Percentage of <u>Ownership</u>
	Yoder Properti PDF.	ies is the property company related to Stark Tr	russ. See attached
2(b)	Is the Applicant, to any other enti of such entity and	or any of the individuals listed in 2(a) above, ity by more than 50% common ownership? <u>If</u> d the relationship. V Yes No	related directly or indirectly Yes, indicate name

Yoder Properties is the property company related to Stark Truss. See attached PDF.

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

(4)

	Yoder Properties	Stark Truss
Steve Yoder	25.00%	25.35%
Tracy Yoder	0.00%	1.14%
Javan Yoder	25.00%	25.16%
Janice Dickey	25.00%	21.65%
Jay Dickey	0.00%	1.26%
Wendy Spillman	25.00%	25.43%
	100.00%	100.00%

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title:	Andy Kowalczyk III
Firm:	Kowalczyk & Deery LLP
Address:	185 Genesee Street 12th Floor
	Utica, NY 13501
Telephone/Fax:	Office - (315) 724-3164 / (315) 624-0034
Email:	Ask3@ktdlaw.com

3(b) Applicant's Accountant

Name/Title:	Don Kloha
Firm:	_415 Group
Address:	4300 Munson St N.W.
	Canton, OH 44718
Telephone/Fax:	330-492-0094
Email:	Dkloha@415group.com

Business Description

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

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

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

Where the product offering is somewhat customary to the component industry, it is our experience that sets us apart.

Part II: Project Information

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

Stark Truss plans to construct a NEW 27,200 SF wooden truss/building component manufacturing facility located at 878 Ellsworth Rd., on the Griffiss Business & Technology Park in Rome.There will also be a 2000SF 2-story wood office structure off of the front of the main PEMB structure. This project utilizes one of the last infill sites designated for manufacturing development on the Griffiss Park, and will create an attractive environment for new talent looking for career opportunities. This expansion will retain our 22 existing employees, and will lead to the creation of 8 new full-time positions, many of which will be entry level, and thus made available to people from all socioeconomic backgrounds. These types of jobs will include manufacturing jobs for Roof Truss, Floor Trusses, and Wall Panels. There will also be supporting roles to the manufacturing such as Truck Drivers, Office Employees, Yard/Lift Employees and Design jobs.

Reasons for Project

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

Stark Truss plans to undertake this project because this will create an attractive environment for new talent looking for long-term career opportunities.

Our current facility, in Whitesboro, NY, makes it difficult to attract and maintain good employees, and with our intentions of strengthening and growing our presence in the upstate NY region this is a vital step for Stark Truss.

Limitations of the property and facility impede Stark Trusses ability to grow our business in the current location. This includes the current facility being located in a flood plain.

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

Stark truss is requesting the assistance of OCIDA so the project enables Stark Truss to maintain a presence in Oneida County and retain existing employees along with adding additional employees. The OCIDA benefits makes the proposed project feasible due to the increase project cost related to material and labor inflation.

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

Yes 🗌 No

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

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

If funding was not secured, our project's total size and time-line, could be scaled back or need to expand in a different location. This could result in Stark consolidating operations in other existing Stark plants outside of New York.

6(d) Is the proposed project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?I No If Yes, please explain briefly.

The proposed project will strengthen our presence in the upstate NY region, and not require us to pursue land acquisition or a facility else where.

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



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

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

Our current Facility is located at 44 Old Mohawk St., Whitesboro, New York 13492 and was never intended to be a Truss manufacturing facility. We are currently renting the back part of this foundry for our truss operations. It is limiting our required growth of our facility, and this location makes it difficult to attract and maintain good talent. This is primarily due to the older infrastructure, and the yard space is inadequate for our operations.

Limitations of the property and facility impede Stark Trusses ability to grow our business in the current location. This includes the current facility being located in a flood plain.

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

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

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

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

Stark Truss anticipates receiving and incentive package from our CFA application in the next 90 days.

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

Please provide percentage of sg. footage for

square footage the use represents):

square iooi	age the use represents).	each us	e (if more than one category).	
	Manufacturing	100	%	
	Industrial Assembly or Service]%	
	Back office operations]%	
	Research and Development]%	
	Technology/Cybersecurity]%	
	Warehousing]%	
	Commercial or Recreational		%	
	Retail		%	-
Add Housing Addendum] Residential housing (specify)			%
	Pollution Control (specify)			%
	Environmental (e.g., Brownfield) (specify)		_%
Add Solar Addendum	Other (specify ie; renewable energy	/)		_%

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

$\mathbf{\nabla}$	Acquisition of land
	Acquisition of existing building
	Renovations to existing building
	Construction of addition to existing building
	Demolition of existing building or part of building
	Construction of a new building
	Acquisition of machinery and/or equipment
$\overline{\mathbf{V}}$	Installation of machinery and/or equipment
	Other (specify)

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

	Assistance Requested	Estimated Values
	Real Property Tax Abatement (value of PILOT savings)	\$568,959.00
	Mortgage Tax Exemption (,75%) \$ <u>14,350.42</u>	
	Amount of mortgage: \$ <u>1,913,389.82</u>	
	Sales and Use Tax Exemption ** (8.75%) <u>\$78,450.09</u>	(Not available for solar)
	Value of goods/services to be exempted from sales tax: \$	896,572.5
	Issuance by the Agency of Tax Exempt Bonds(bond dollar	value)\$
** T	OTAL EXEMPTION ASSISTANCE REQUESTED:	\$661,759
Is the financia Exemption Pc	l assistance reque <u>sted</u> by the Applicant consistent with the II licy?	DA's Uniform Tax
<u>If No</u> , please p and detailing t	provide a written statement describing the financial assistanc he reasons the IDA should consider deviating from its Policy	e being requested

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

Part III: Facility Information

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

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

7(a) Street Address of Facility:

878 Ellsworth RD

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

7(c) School District:

Rome City School District

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

Vacant Property - Former Brownfield

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

Yoder Properties plans to, with the acquisition of the 878 Ellsworth Rd property, build a new 27,200 SF PEMB manufacturing facility. This includes a 2000SF 2-story wood office structure off of the front of the main PEMB structure. The building will be insulated with R30 WMP-VRR insulation in the walls, and R38 Simple Saver's double banded system in the roof. We plan to heat the building with a radiant heating system in the concrete floor of the facility. The building will be powered with 3-phase 600 amp / 480V service. The building will also have a Fire Suppression system.

Attach preliminary site plan and Nu-scopes Drawings.





CUSTOMER END USER RESPONSIBILITIES

- I. The CURTORER / INDU NERS, larvature returned to as the "CURTORER", clusters and pape for all public gramma, larvase, public assessme parking or allary too risk, utility constrainton, companyo have and other have required by any governmental analytical results in the work provided for in the Custrate Chourement. The CURTORER provides at this expense all place and specifications required to obtain a building parelle. It is the CUSTORERT constraints, that datase and expectitionation accusive with the application requirement and applications requirements and building parelle. It is the CUSTORERT provided by to answer that all places and specifications requirements and provided provides the the CUSTORERT provided by to answer that all places and specifications requirements and provided provides the the CUSTORERT provided by to answer that all places and specifications requirements and provided provides the the CUSTORERT provided by to answer that all places and specifications requirements and provided provides the the CUSTORERT provided by to answer that all places and specifications requirements and provides provides the the CUSTORERT provides the specification requirement and places and provides the specifications requirement and provides provides the the CUSTORERT provides the specification requirement and places and provides the specifications requirement and provides the specification requirement and places and
- balds promet, its the OLETORER supportably to some that is plane and qualitations courty with the application requirements of any prometing balds particular. Interplane all application balding codes, and provides any optication to possible the the Outperformance of the optication of the OLETORER is interplaned any particle of the DID DEEPE equations are planet. A Lis for supportably of the OLETORER is interplaned any particle of the DID DEEPE equations are planet. A Did DEEPE equation of the OLETORER is interplaned any particle of the DID DEEPE equations are an allow any particle any particle and the optication of the OLETORER is interplaned any particle of the DID DEEPE equations and interplanet for any particle any optication of the OLETORER is any particle any optication of the OLETORER is any optication

- DRAMAGE for the use, (bloch 7). Code of Mandae Findae for Mandae 7, MAC 1981 Holdson, J DRAMAGE for the use, (bloch 7). Code of Mandae Findae for Mandae Mandae 7, MAC 1981 Holdson, J Drawkon, Mandae Hardward Ha

- Provide service of the forward and grants the vorte half of the forwards and grants the vortex of the forwards and grants the vortex of the forwards. All the forwards and grants the vortex of the forwards and grants the vortex of the forwards. All the forwards and grants the vortex of the forwards and grants the vortex of the forwards. All the vortex of the forwards and grants the vortex of the forwards and grants the vortex of the forwards. All the vortex of the forwards and the vortex of the forwards and the vortex of the forwards and the vortex of the vortex of the forwards. All the vortex of th

APPROVAL NOTES

- 27.7526/1510.0528 27.7526/1510.0528 Propertion of the factor of DEGNERATE sectors of the Madley Regularity factor (Madley Regularity Interpreted the content regularisets). This 1.7526/1527 Propertion of the Internet DEGNERATE sectors of His Madley Regularity interpreted to a sector of the Sector A Cash of Proutise by Even Madleys, ANC 12th Station and MBM 3.3.33, Properties of the Madleys Regularity in the Sector of the Madley Regularity interpreted to a sector of the Madley Regularity interpreted to a Properties of the Madleys Regularity and the Sector of the Madley Regularity interpreted to a Properties of the Madleys Regularity in the Sector of the Madley Regularity interpreted to a Sector of the Madleys Regularity Interpreted to a sector of the Madley Regularity into the Sector of the Madley Regularity in the Sector of the
- 2. Feilure to reep

- 2. Plant is support to during these and ensets to welly only much in definitions costs and/or stability delays for which hading tapping and to be approximately a support of the comparison of
- documentation. 9. The CUSTOMER approves of all notes and conditions on the drawings and/or calculations by signing an Approval Drawing Walver Form.

GENERAL NOTES

- 1. Wall and liner panels are an integral part of the siructural system. Unsubtailized removel of panels or cutting panels for framed openings not shown
- prohibited. 2. Git canning, a particular deviness inherent to light gauge maist, may axid. This condition does not affect the sinuctural integlity or the limits of the panel, and interview is on cases for majoritor.

- Be park and the structures in the product.
 The product and the structures in the product and the structures of the structure in the structure is the structure in the structure in the structure is the structure in the structure in the structure is the structure is the structure in the structure is the s

MATERIALS	ASTM DESIGNATION	MIN. YIELD STRENGTH
Hot Rolled Steel Shapes (W, S, C & L)	A572 / A529	Fy = 50 KSI
Hot Rolled Steel Shapes (W)	A992	Fy = 50 KSI
Round Structural Tubing (HSS)	A500	Fy = 42 KSI
Square / Rect. Structural Tubing	A500	Fy = 46 KSI
Structural Steel Web Plate	A572 / A1011	Fy = 55 KSI
Structural Steel Flange Plates / Bars	A529 / A572	Fy = 55 KSI
Cold Formed Light Gage	A653 / A1D11	Fy = 55 KSI
Roof and Wall Sheets	A792 / A653	Fy = 50, 80 KSI
Cable Brace	A475	Extra High Strength
Rod Brace	A36	Fy = 36 KSI
		MIN. TENSILE STRENGTH
Machine Bolts & Nuts	A307	Fu = 60 KS1
High Strength Bolts (1" diam. and less)	A325	Fu = 120 KSI
High Strength Bolts (>1" diam. to 1 1 1 diam.)	A325	Fu = 105 KSI
Anchor Bolts	A36 / A307 / F155 Gr. 36	Fu = 58-80 KSI



BRIDGE WE TROLLEY W Max. WHEEI VHEEL BAS WHEEL BAS

IDENCIONE DESCIENDE NACCORRANCE WITH FUNCIONENCE AND TRUE IDENCICATOR NAME OF ALL DATA SALE AND TRUE			<u> </u>	•			_	-	-		•						
DESIGN LOADS INTG 20 FRAMING CATURATING FRAMING CATURATING BERN CODE PRAMING CATURATING PRAMING CATURAT	THIS STRUCTURE HAS	BEEN	DES	IGNED	IN A	CCORD	ANC	JE WITH	TH	e followi	NG AS INDI	CAT	ED				
picesime conder ync 20 with an organization of the conder of the cond		DESIGN	LO/	ADS						Fi	RAMING / P.	ANE	LS AND TRIMS				
BIRL CATURE 0 PRAMEY 2 SECONDARY ROX DEAL CAURE 0 PRAMEY 2 SECONDARY ROX DEAL CAURE PROF PARES I DEAL CAD LARGE ALCO DUAL PAREL CACOR CAL/PAREL AND LANDURL TYPE AL / DAUREL TYPE AL / SECONDARY WIDE LOAD III III CAL/PAREL CAD LANDURL TYPE AL / SECONDARY AL / SECONDARY WIDE LOAD III CAL/PAREL CAD LANDURL TYPE AL / SECONDARY AL / SECONDARY AL / SECONDARY WIDE LOAD III CAL/PAREL TYPE AL / SECONDARY AL / SECONTE	DESIGN CODE			NYBC 20					FF	RAMING COATIN	IG						
BACL 030µF BULTONE 0AV SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD 0CAL 1APREAL LOAD (pr) BULTONE 0AV TRUE TORE GAT / PAREL TYPE 24 /UD 0CAL 1APREAL LOAD (pr) SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD TWD WHD 1APD SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD TWD WHD 1APD SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD TWD WHD 1APD SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD TWD WHD 1APD SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD TWD WHD 1APD SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD TWD TWD WHD 1APD SUPPORE VETABLE 0AV DAVE. TYPE 24 /UD TWD TWD WHD 1APD AVALLAR AUX OUT TAVE. TYPE 24 /UD TWD TWD TWD WHD 1APD AVALLAR AUX OUT TAVE. TYPE 24 /UD TWD TWD TWD WHD 1APD AVALLAR AUX OUT TAVE. TYPE 24 /UD TWD TWD TWD WHD 1APD AVALLAR AUX OUT TAVE. TYPE 24 /UD TWD TWD TWD WHD 1APD AVALLAR AUX OUT TAVE. TYPE 24 /UD TWD TWD TWD SUPPORE TAVE. TYPE </td <td>RISK CATEGORY</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>P</td> <td>RIMARY & SEC</td> <td>ONDARY</td> <td>F</td> <td>ROX</td> <td></td>	RISK CATEGORY								P	RIMARY & SEC	ONDARY	F	ROX				
BEAD LOOD (phf) SI 0 / J NUENO STRUCTURE ON Y 0 / J NUENO STRUCTURE ON Y 0 / J NUENO SERVICE ON O QUAL UNEN Y 0 / J NUENO Y 0	ENCLOSURE			с					RC	OOF PANELS							
COLLATERAL LOAD (pr/) GAUXALME* GAUXALME* WHO LOAD I <td>DEAD LOAD (psf)</td> <td></td> <td></td> <td>BUILDIN</td> <td>G STR</td> <td>RUCTURE</td> <td>ONLY</td> <td>,</td> <td>G</td> <td>GA / PANEL TYP</td> <td>E</td> <td>2</td> <td>24 / UD</td> <td></td>	DEAD LOAD (psf)			BUILDIN	G STR	RUCTURE	ONLY	,	G	GA / PANEL TYP	E	2	24 / UD				
WHO JEOD I I GA / EAVE CLOR 24 / 50 200 TRM WHO MEDRIANCE FACTOR IN I GA / EAVE CLOR 24 / 50 200 TRM WHO INPORTANCE FACTOR IN I GA / EAVE CLOR 24 / 50 200 TRM WHO INPORTANCE FACTOR IN I GA / ANALL PRESURE COER, COPI 34 / 50 200 TRM WHE LOAD GA / ANALL PRESURE COER, COPI 36 / 200 WALL GA / ANALL PRESURE COER, 200 PRESURE COER, 201 PRESURE PRESURE, 200 PRESURE, 201 PRESURE PRESURE, 201 PRES	COLLATERAL LOAD (psf)			5					P	ANEL COLOR		(GALVALUME+				
WHO BREED AAKJON COULD. FRANCE ORD 10 - U = U = U = U = U = U = U = U = U = U	WIND LOAD								RC	OOF TRIM COLO	ORS:						
NYNDE BAPCORTANCE FACTOR (N) 0 / 0 / 0 / 0 / 0 / 0 / 0 / 0 / 0 / 0 /	WIND SPEED (BASIC OR ULT. PER	CODE)		110					G	GA / EAVE COLO)R	1	24 / SIG 200 TRIM				
NINE EXPOSURES C GA / GABLE COLOR 24 / SECOND 26 / SECOND 27 /	WIND IMPORTANCE FACTOR (Iw)			1.00					G	GA / GUTTER CO	DLOR	1	24 / SIG 200 TRIM				
INTERNAL PRESAURE COEP, GOP 10 // 0.18 WALL PARELS PC BA/ PAR IFRUARY FRANNING (pd) 60 MALL PAREL TYPE BA/ PAR IFRUARY FRANNING (pd) 80 VALL PARELS V GA/ JANEL TYPE SIZ IFRUARY FRANNING (pd) 80 VALL PARELS V GA/ JOENRE COLOR 28 / SIZ 200 TRM IFRUARY FRANNING (pd) 80 VALL PARELS V GA/ JOENRE COLOR 28 / SIZ 200 TRM SIGNOL GAD, PI (pd) 9 VALL PARELS V GA/ JOENRE COLOR 28 / SIZ 200 TRM SIGNOL GAO, PI (pd) 9 VALE PARELS V GA/ JOENRE COLOR 28 / SIZ 200 TRM SIGNOW LOAD, PI (pd) PRAVEL SOUTHAND COLOR 28 / SIZ 200 TRM VALE PARELS V VALE PARELS V SIGNOW EXPOSURE FACTOR, Ca 10.00 VALE PARELS V VALE PARELS V VALE PARELS V SIGNOW EXPORTANCE FACTOR, H 10.0 VALE PARELS V VALE PARELS V VALE PARELS V SIGNOW EXPORTANCE FACTOR, H 10.0 VALE PARELS V VALE PARELS V VALE PARELS V SIGNOW EXPORTANCE FACTOR, H 10.0 VALE PARELS V VALE PARELS V VALE PARELS V SIGNOW EXPORTANCE FACTOR, H 10.00 VALE PARELS V VALE PARELS V VALE PARELS V SIGNOW EXPORTANCE FACTOR, H SIGNE CASSE SIGNE CASSE V VA	WIND EXPOSURE			с					G	GA / GABLE COL	.OR	1	24 / SIG 200 TRIM				
IMPE LOAD MAY MAY <t< td=""><td>INTERNAL PRESSURE COEF., GC</td><td>Pi</td><td></td><td>0.18 / -0.</td><td>18</td><td></td><td></td><td></td><td>W</td><td>ALL PANELS</td><td></td><td></td><td></td><td></td></t<>	INTERNAL PRESSURE COEF., GC	Pi		0.18 / -0.	18				W	ALL PANELS							
PRIMARY FRAMING (pr) 45.00 PANEL COLOR SO 200 WLL SECONDARY FRAMING (pr) 65.00 GA / CONNER COLOR 28 / SR 200 TMI SO SECONDARY FRAMING (pr) 65.00 GA / CONNER COLOR 28 / SR 200 TMI SO SECONDARY FRAMING (pr) 10 GA / CONNER COLOR 28 / SR 200 TMI GA / CONNER COLOR 28 / SR 200 TMI SROUE LOD, P1 gaf 10 GA / DAMES TRIM COLOR 28 / SR 200 TRIM GA / CONNER COLOR 28 / SR 200 TRIM SNOW KARGER FACTOR, Ca 1.000 FAMEL TARE COLOR GA / FAMEL TYPE / - SNOW KARGER FACTOR, Ca 1.000 UNASCOT TAMEL COLOR UNASCOT TAMEL COLOR - SINCE KARGER FACTOR, Ca 1.000 UNASCOT TAMEL COLOR - - SINCE KARGER FACTOR, Ca 1.000 UNASCOT TAMEL COLOR - - SINCE KARGER FACTOR, Ca 1.000 UNASCOT TAMEL COLOR - - SINCE KARGER FACTOR, Ca 1.000 UNASCOT TAMEL COLOR - - SINCE KARGER FACTOR, CA 1.000 UNASCOT TAMEL COLOR - - SINCE KARGER FACTOR, CA Sin 0 187 S1 = 0.057 GA / FAMEL TYPE 20 / PRR SINCE KARGER FACTOR, CA Sin 0 187 S1 = 0.057 GA / FAMEL TYPE 20 / PRR <tr< td=""><td>LIVE LOAD</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>G</td><td>SA. / PANEL TYP</td><td>ΡE</td><td>2</td><td>26 / PBR</td><td></td></tr<>	LIVE LOAD								G	SA. / PANEL TYP	ΡE	2	26 / PBR				
TRIBURY AREA REDUCTION No WALL TRIM COLOR 21 / SIG 200 TRIM SECONDARY FLACK AREA MEDICIDN GA / OPENNIG COLOR 21 / SIG 200 TRIM SROW LOAD, Pig (ar) 19 GA / OPENNIG COLOR 21 / SIG 200 TRIM ROOF AND SNULLOAD, Pig (ar) 19 GA / DAMSPOT COLOR 21 / SIG 200 TRIM ROOF AND SNULLOAD, Pig (ar) 19 GA / BASE TRIM COLOR 21 / SIG 200 TRIM SLOPED ROOF SNOW LOAD, Pig (ar) 19 GA / BASE TRIM COLOR 21 / SIG 200 TRIM SLOPED ROOF SNOW LOAD, Pig (ar) 1000 GA / BASE TRIM COLOR 21 / SIG 200 TRIM SLOPED ROOF SNOW LOAD, Pig (ar) 1000 WANSCOT TRIM COLOR 21 / SIG 200 TRIM SLOPED FACTOR, G 1000 WANSCOT TRIM COLOR 7 SLOPED FACTOR, C 1000 1000 1000 SLOPED FACTOR, C 1000 1000 SLOPED	PRIMARY FRAMING (psf)			45.00					P	ANEL COLOR		5	SIG 200 WALL				
BECONDARY FRAMING (a) 45.00 GA / CONNER COLOR 28 / SR 200 TRIM GROUND SNOW LOAD, P(gA) 7 GA / DOWISPOUT COLOR 28 / SR 200 TRIM SLOPED ROOF SNOW LOAD, Pt (ad) M1 × L GA / DOWISPOUT COLOR 28 / SR 200 TRIM SLOPED ROOF SNOW LOAD, Pt (ad) M1 × L GA / DAME TRIM COLOR 28 / SR 200 TRIM SLOPED RATOR, Ca 1.000 GA / FAMEL TYPE / / SNOW MCRAR FACTOR, Ca 1.000 GA / FAMEL TYPE / / SLOPED RATOR, Ca 1.000 WANSCOT TRIM COLOR / / SLOPED RATOR, Ca 1.000 WANSCOT TRIM COLOR / / SLOPED RATOR, Ca 1.000 WANSCOT TRIM COLOR / / SEISMC CLOD 0 / / / / SEISMC CLOD 0 UNRER ROOF PANELS / / SEISMC CLOS 0 UNRER ROOF PANELS / / SEISMC CLOS 0 / / / / SEISMC CLOS 0 0 / / / / SEISMC CLOS 0 0 0 / / / / SEISMC CLOS 0 0 0 / / /	TRIBUTARY AREA REDUCTION			No					W	ALL TRIM COLC	RS						
SIXON LOAD OA / OPENNO COLOR 20 / SIG 200 TRIM GROUMS JONU LOAD, P(gM) 40 Second 200NNSP0UCO.COLOR 20 / SIG 200 TRIM ROOF BNOW LOAD, P(gM) 40 Second 200NNSP0UCO.COLOR 20 / SIG 200 TRIM SIONE LOAD, P(gM) 40 SIONE LOAD 20 / SIG 200 TRIM SIONE LOAD 20 / SIG 200 TRIM SIONE LOAD, P(gM) 40 SECOND LOAD, P(gM) 40 SIONE LOAD 20 / SIG 200 TRIM SIONE LOAD SIONE LOAD SCONTERNAL 1.000 SIONE LOAD 1.000 I.000 I.0000 I.000<	SECONDARY FRAMING (psf)			45.00					G	GA / CORNER C	OLOR	2	26 / SIG 200 TRIM				
GROURDS NOW LOAD, P (µm) 70 GA / DOWNPOUT COLOR 26 / SIG 200 TRIM SLOEDE ROOF SNOW LOAD, P (µm) P1 × C = VAINSCOT PANELS 26 / SIG 200 TRIM SLOEDE ROOF SNOW LOAD, P (µm) P1 × C = VAINSCOT PANELS 27 / SIG 200 TRIM SNOW EXPONENT FATCR, C = 100 PANEL COLOR 27 / SIG 200 TRIM SNOW EXPONENT ANCE FACTOR, L = 100 PANEL COLOR	SNOW LOAD								G	GA / OPENING C	OLOR		26 / SIG 200 TRIM				
RAOF BAVOW LOAD, Pr(ar) 44 A4 / BASE TRIM COLOR 24 / SIG 200 TRIM SIOPED ROOF SONV LOAD, Pr(ar) PARE CAI / PAREL S	GROUND SNOW LOAD, Pg (psf)			70					G	GA / DOWNSPO	UT COLOR	2	26 / SIG 200 TRIM				
BLOED ROOF SNOW LOAD, Ps (ush) Pr 4 Cs WAINSCOT TRANELS Image: Constraint of the	ROOF SNOW LOAD, Pf (psf)			49					G	GA / BASE TRIM	COLOR	- 1	26 / SIG 200 TRIM				
SNOW KAPGURE FACTOR. G 1.000 (A FARLE TYPE / SNOW MAPGRINGE FACTOR. IG 100 WAINSCOT TRIM	SLOPED ROOF SNOW LOAD, Ps (psf)		Pf x Cs					W	AINSCOT PANE	LS						
SNOW MARCHARCE HACTOR, IS L000 PANEL COLOR H SLOPED FACTOR, IS 1000 WANSCOT TRM COLOR IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	SNOW EXPOSURE FACTOR, Ce			1.0000					G	SA / PANEL TYP	E		1				
THE RNAL FACTOR, Ca 100 WARSOFT TRIM U SEISME CADD I <td>SNOW IMPORTANCE FACTOR, Is</td> <td></td> <td></td> <td>1.0000</td> <td></td> <td></td> <td></td> <td></td> <td>P</td> <td>PANEL COLOR</td> <td></td> <td></td> <td></td> <td></td>	SNOW IMPORTANCE FACTOR, Is			1.0000					P	PANEL COLOR							
BLUE DAU DRUG 1.000 WARSCOT TRIM COLOR UWARSCOT TRIM COLOR SEISMIC LOAD 10 UWARSCOT TRIM COLOR / SEISMIC LOAD 10 GA / PAREL S / SEISMIC CLOAD 100 GA / PAREL S / SITE CLASS 0 / / / / SEISMIC CLOAD READCEL Ss = 0.17 St = 0.01 GA / PAREL COLOR POLAR WHITE / SEISMIC CLOAD READCEL Ss = 0.17 St = 0.01 GA / PAREL COLOR POLAR WHITE / SEISMIC CLOAD READCEL St = 0.175 St = 0.01 UKER TRIM COLOR POLAR WHITE / SEISMIC CLOAD READS BRACED FRAMES ILLINER TRIM COLOR STANDARD TRIM / TOTAL DESIGN INSE SFEAR V (May) TRADY STEL SVISTEM NOT DETALED POR SEISTANCE GA / PAREL TYPE / / SEISMIC RESPONSE COEFFICIENT, Ca RIGID FRAMES = 3 GA / PAREL TYPE / / / SEISMIC RESPONSE COEFFICIENT, Ca RIGID FRAMES = 3 GA / PAREL TYPE / / / SEISMIC RESPONSE COEFFICIENT, CA RIGID FRAMES = 3	THERMAL FACTOR, Ct			1.00					W	AINSCOT TRIM		-+					
SEISMIC LOAD LUKER ROOP PANELS	SLOPED FACTOR, CS			1.0000					V	VAINSCOT TRIN	I COLOR	_					
SEISMIC ALLONG VARUE FALLOR, 10 100 Image: 100	SEISMIC LOAD								LIN	NER ROOF PAN	ELS	-					
Belank DCCUMMET CALREDATION I Market DCCUMMET CALREDATION Market DCUMMET CALREDATION Market DCUMMET CALREDATION	SEISMIC IMPORTANCE FACTOR,	ie v		1.00						SA / PANEL TYP	E	1					
311 E CLASS 0 <t< td=""><td>SEISMIC OCCUPANCE CATEGOR</td><td>T</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>ANEL COLOR</td><td></td><td>_</td><td></td><td></td></t<>	SEISMIC OCCUPANCE CATEGOR	T								ANEL COLOR		_					
Image: Part Content Reservations in Color: Set 0.1/8 Set 0.037 Cal / PAREL TYPE B/ PARK Image: Part Content Reservations in Color: Set 0.01/2 PAREL COLOR: Set 0.01/2 PAREL COLOR: Set 0.01/2 Image: Part Content Reservations in Color: Set 0.01/2 PAREL COLOR: Set 0.01/2 PAREL COLOR: Set 0.01/2 Image: Part Content Reservations in Color: Set 0.01/2 Set 0.01/2 Set 0.01/2 PAREL COLOR: Set 0.01/2 Image: Part Content Reservations in Color: Set 0.01/2 Set 0.01/2 Set 0.01/2 PAREL COLOR: PAREL COLOR: <td></td> <td>10051</td> <td></td> <td>0</td> <td></td> <td>- 0.057</td> <td></td> <td></td> <td></td> <td>NER WALL PAN</td> <td>EL3</td> <td></td> <td></td> <td></td>		10051		0		- 0.057				NER WALL PAN	EL3						
DECIDIOR R.ED. GOLD TRUELTY DB = 0.10 J = 0.00 /	SPECTRAL RESPONSE COFFEIGH	ENT		Sdo = 0.1	0 3	d1 = 0.057				SA / PANEL TYP	E	-	26 / PBR				
Autor Crock Resisting GarLood of Carles of	SEISMIC DESIGN CATEGORY			Gus = 0.	0/ 3	0.051				ANEL COLOR		- 1'	POLAR WHITE				
BASE FORCE LEASTING STATURAD USED FOR SEMIAL RESISTANCE DERALES DERALES REGPONSE MODIFICATION FARLES BRACED FRAMES GA / PAREL TYPE (BP131 / PARE) TOTAL DESIGN BASE SHEAR (Mpa) TRANSVERSE = 32 GA / PAREL TYPE (BP131 / PARE) RESPONSE MODIFICATION FACTORS, R RIGID FRAMES = 3 SOFFIT TRIM COLOR PARTITION TRIM	SEISING DESIGN CATEGORT			STEEL S	YSTE	M NOT DE	TAIL	FD			OR		CTANDADD TOM				
INGLE FRAME BRACE FRAME GA / PANEL TYPE @P131 / TOTAL DESIGN BASE SHEAR, V (by) TRANSVERSE = 2:0 PANEL COLOR > RESPONSE MODIFICATION FACTORS, R RIGID FRAMES = 30.33 SATTITON TRIM COLOR > SEDEMIC RESPONSE COEFFICIENT, Ca RIGID FRAMES = 0.062 SOFFIT PANEL COLOR E.W. X BRACING = SOFFIT PANEL SUBSING RESPONSE COEFFICIENT, Ca RIGID FRAMES = 0.062 SOFFIT TRIM COLOR E.W. X BRACING = SOFFIT TRIM COLOR SUBSING RESPONSE COEFFICIENT, Ca RIGID FRAMES = 0.062 SOFFIT TRIM COLOR E.W. X BRACING = SOFFIT TRIM COLOR SUBSING RESPONSE COEFFICIENT, Ca RIGID FRAMES = 0.062 SOFFIT TRIM COLOR E.W. X BRACING = 0.062 SOFFIT TRIM COLOR SUBSING RESPONSE COEFFICIENT, Ca RIGID FRAMES = 0.062 SOFFIT TRIM COLOR RING PARALEL STORE FOONT PANEL TYPE / MEZZ 1 MEZZ 2 MEZZ 3 MEZZ 1 MEZZ 2 MEZZ 3 MEZZ 1 MEZZ 2 MEZZ 3 MEZZ 1 MEZZ 3 SUSTEM COLLATERAL LOAD BLOW (rsf)	BASIC FORCE RESISTING SYSTEMS	USED		FOR SEI	SMIC	RESISTAN	NCE		PA	RTITION PANE	18	-	STANDARD TRIM				
BRACED FRAMES Dark Link Der NUT TOTAL DESIGN BASE SEAR, V (kp) TANSVERSE = 20 it PAREL COLOR It RESPONSE MODIFICATION FACTORS, R Right FRAMES = 3 PARTITION TRIM It PARTITION TRIM RESPONSE MODIFICATION FACTORS, R Right FRAMES = 3 It PARTITION TRIM It It SIDE WALL BRACING = BOD WALL BRACING = 3 It				RIGID F	RAME	s			H		c		@P121 /				
TOTAL DESIGN ALE REALVA (V (pa)) TRANSVERSE = 32.83 LONGITUDINAL = 30.33 PARTITION TRIM				BRACED	FRA	MES			P	ANEL COLOR		-	gi loti				
LONGTUDENAL # 30.33 PARTITION TRIM COLOR	TOTAL DESIGN BASE SHEAR, V (14)	16)		TRANSVERSE = 32.63				PA	RTITION TRIM		+						
RESPONSE MODIFICATION FACTORS, R RIGID FRAMES = 3 SOFFIT TANELS SIDE WALL BRACING = GA / PAREL TYPE / SEISMC RESPONSE COEFFICIENT, Ca RIGHT FRAMES = 0.02 GA / PAREL TYPE / SUDE WALL BRACING = E.W. X BRACING = SOFFIT TRIM SOFFIT TRIM SUDE WALL BRACING = 0.02 FOROCEDURE SOFFIT TRIM SOFFIT TRIM SUDE WALL BRACING = 0.02 FOROCEDURE SOFFIT TRIM SOFFIT TRIM NALYSIS PROCEDURE USED EOUV. LITERAL FOROCE GA / FRANET FAMEL TYPE / MALYSIS PROCEDURE USED EOUV. LITERAL FOROCE GA / FRANET FAMEL COLOR SOFFIT TRIM COLOR MEZZATINE LOADS MEZZ 1 MEZZ 2 MEZZ 3 MEZZALINE LOADS MEZZ 1 MEZZ 1 MEZZ 1 MEZLOAD (psi)				LONGITUDINAL = 30.33					I P	ARTITION TRIN	1 COLOR	+					
END WALL BRACING = GA / PANEL TYPE / SEISMIC RESPONSE COEFFICIENT, Ca RIGID FRAMES = 0.062 PANEL COLOR PANEL COLOR S. W. X BRACING = S. W. X BRACING = SOFFI TRIM COLOR SOFFI TRIM COLOR ANALYSIS PROCEDURE USED EQUIV. LITERAL FORCE GA / PANEL TYPE / MALYSIS PROCEDURE USED EQUIV. LITERAL FORCE GA / FRAME TYPE / MALYSIS PROCEDURE USED EQUIV. LITERAL FORCE GA / FRAME TYPE / MEZZ ANINE LOADS FASCIA FANEL TYPE / FRONT PANEL COLOR MEZZ I MEZZ 2 MEZZ 3 MEZZ 3 MEZZ I MEZZ 2 MEZZ 3 FRONT PANEL COLOR COLLATERAL LOAD Graf)	RESPONSE MODIFICATION FACT	URS, R		RIGID F RAMES = 3					sc	OFFIT PANELS		-					
SIES WAL BRANES = 062 SOC FIT TRIM OLOR SOC FIT TRIM OLOR SOC FIT TRIM OLOR SIES WAL BRANES = 062 SOC FIT TRIM OLOR SOC FIT TRIM OLOR SOC FIT TRIM OLOR SIES WAL BRANES = 062 SOC FIT TRIM OLOR SOC FIT TRIM OLOR SOC FIT TRIM OLOR ANALYSIS PROCEDURE USED EQUIV LATERAL FORCE FASCIA PANEL TYPE / ANALYSIS PROCEDURE USED EQUIV LATERAL FORCE FRONT PANEL COLOR				END WA	LL BR	ACING =	•			A / PANEL TYP	E	1					
BEBMIC RESPONSE CLEPHICIENT, CB RIGID FRAMES 0 002 SOFFIT TRIM U U U S.W. XBRACING = 0.002 SOFFIT TRIM SOFFIT TRIM SOFFIT TRIM U U U ANALYSIS PROCEDURE USED BOY SOFFIT TRIM SOFFIT TRIM SOFFIT TRIM SOFFIT TRIM U U ANALYSIS PROCEDURE USED BOY FRAME SOFFIT TRIM SOFFIT TRIM <td< td=""><td></td><td></td><td></td><td>SIDE WA</td><td>TT B</td><td>CACING =</td><td>3</td><td></td><td>P</td><td>ANEL COLOR</td><td></td><td>-</td><td></td><td></td></td<>				SIDE WA	TT B	CACING =	3		P	ANEL COLOR		-					
E.W. & BRACING = 0.062 S.W. X BRACING = 0.062 FASCIA PANELS ANAL YSIS PROCEDURE USED EQUIV. LITERAL FORCE PROCEDURE FASCIA PANEL TYPE / RAIL YSIS PROCEDURE FASCIA PANEL TYPE / FASCIA PANEL COLOR FASCIA PANEL COLOR RAIL YSIS PROCEDURE MEZZ ANINE LOADS GAL PANEL COLOR GAL PANEL COLOR GAL PANEL COLOR MEZZANINE LOADS MEZZ 1 MEZZ 2 MEZZ 3 MEZZ 3 FASCIA TRIM	SEISMIC RESPONSE COEFFICIEN	II, CS		RIGID FE		S = 0.062			sc	OFFIT TRIM		+					
S. W. & BRAURING & UDB2 FASCIA PANELIS Image: Constraint of the constraint o				E. W. X B	RACI	NG =			s	OFFIT TRIM CO	LOR	-					
MAX-YSIS PROCEDURE USED PROVE / RNIFALL INTENSITY (inches /H1) 1 = 4 0000 12 = 6 0000 IZ FRONT PANEL CO.OR IZ RNIFALL INTENSITY (inches /H1) 1 = 4 0000 12 = 6 0000 IZ IZ IR IZ IZ <t< td=""><td></td><td></td><td></td><td>S.W.XE</td><td>ATER</td><td></td><td>2</td><td></td><td>FA</td><td>SCIA PANELS</td><td></td><td>+</td><td></td><td></td></t<>				S.W.XE	ATER		2		FA	SCIA PANELS		+					
MEZZANINE LOADS FRONT PAREL COLOR / MEZZANINE LOADS GA / BACK PAREL COLOR // MEZZANINE LOADS MEZZ.1 MEZZ.2 MEZZ.3 FASCIA TRIM / DEAD LOAD (psf) FASCIA TRIM COLLATERAL LOAD B(psf) COLLATERAL LOAD ABOVE (psf) UVE LOAD (psf) UVE LOAD (psf)	ANALYSIS PROCEDURE USED			PROCED	URE	AL LONG	-		G	A / FRONT PAN	IEL TYPE	-	1				
MEZZANINE LOADS AI BACK PANEL (YPE / MEZZANINE LOADS BARTINO DEAD LOAD (psi) BARTINO DEAD LOAD BELOW (psi) BARTINO DEAD LOAD									F	RONT PANEL C	OLOR						
MEZZANINE LOADS MEZZ.1 MEZZ.2 MEZZ.3 MEZZ.3 FASCIA TRIM	RAINFALL INTENSITY (inches /Hr)			I1 = 4.0000 I2 = 6.0000					6	A / BACK PANE	LTYPE	-	1				
IMEZZATINE LOADS MEZZ.1 MEZZ.2 MEZZ.3 MEZZ.3 MEZZ.4 FASCIA TRIM DEAD LOAD (psf)	ME	7745115		2408						ACK PANEL CO	LOR						
MEZZ. 1 MEZZ. 2 MEZZ. 2 MEZZ. 3 MEZZ. 3 PARTITION DEAD LOAD (psf)	IVIE	ZZANI		JADS					FA	SCIA TRIM							
DERD LOAD (psf) PARTITION DEAD LOAD (psf) COLLATERAL LOAD ABOVE (psf) COLLATERAL LOAD ABOVE (psf) COLLATERAL LOAD ABOVE (psf) UIVE LOAD (psf) UIVE LOAD (psf) UIVE LOAD (psf) UIVE LOAD (psf) COLLATERAL LOAD ABOVE (psf) UIVE LOAD (psf) COLLATERAL LOAD ABOVE (psf) UIVE LOAD (psf) UIVE LOAD (psf) COLLATERAL LOAD ABOVE (psf) COLLATERAL LO			м	EZZ. 1	M	EZZ. 2	M	EZZ. 3	F	ASCIA TRIM CO	DLOR						
COLLATERAL LOAD BELOW (ps) Image: market of the second seco	DEAD LOAD (psf)																
COLLATERAL LOAD ABOVE (pdf) Image: CollATERAL LOAD BELOW (pdf) Im	PARTITION DEAD LOAD (psf)																
COLLATERAL LOAD BELOW (rmf) Image: Collateral Load Deliver (rm	COLLATERAL LOAD ABOVE (psf)																
UPE LOAD (pst) UPE LOCION LIMITS; UPE LOAD (pst) UPE LOAD (pst) CRANE LOADS EW AFTER UND: 180 TYPE UPE LOAD (pst) MALE TYPE UPLIN UND: 120 CRANE LOADS UPLIN UND: 120 VECTION (Pst) VECTION (Pst) VECTION (Pst) VECTION (Pst) VECTION (Pst) CRANE 1A CRANE 1B CRANE 1C CRANE 12 VECTION (Pst) CRANE 1A CRANE 1B CRANE 1C CRANE 12 VECTION (Pst) CRANE 1A CRANE 1B CRANE 1C CRANE 1C CRANE 1C CRANE 1C VECTION (Pst) CRANE 1A CRANE 1B CRANE 1C CRANE 1C CRANE 1C CRANE 1C CRANE 12 VECTION (Pst) <th """"""""""""""""""""""""""""""""""<="" colspan="2" td=""><td>COLLATERAL LOAD BELOW (psf)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>_</td><td></td><td></td></th>	<td>COLLATERAL LOAD BELOW (psf)</td> <td></td> <td>_</td> <td></td> <td></td>		COLLATERAL LOAD BELOW (psf)											_			
LOAD Close (asi)	LIVE LOAD (set)				-								DEFLECTION	LIMITS:			
IRAFER LURE: 180 EXAME LOADS: EXAME LURE: 180 EXAME LOADS: EXAME LOADS: EXAME LURE: 180 TYPE EXAME LOADS: BUR AFTER LURE: 180 VERTICAL IMPACT FACTOR PURLIN WIND: 100 VERTICAL IMPACT FACTOR	LAVE COND (pai)								1			EW	COLUMN:	90			
MTAVINE LONGING 124 Colspan="4">MARTER WIND: 120 VIEW SYSTEM A SYSTEM A SYSTEM A SYSTEM A SYSTEM A WALL GIVEN MALTER WIND: 120 TYPE VEXTICAL IMPACT FACTOR V V V V V V V V V V 120 VERTICAL IMPACT FACTOR V V V V V V V 120 RAIL TYPE V V V V V V V 120 CAPACITY (Tons.) CRANE 1A CRANE 2A CRANE 1B CRANE 2B CRANE 1C CRANE 1A CRANE 1A CRANE 1B CRANE 2B CRANE 1C CRANE 1A CRANE 1A CRANE 1B CRANE 2B CRANE 1C CRANE 1A CRANE 1A CRANE 1B CRANE 2B CRANE 1C CRANE 1A				CDAN	<u> </u>	2400						EW	RAFTER LIVE:	180			
STSIEM A STSIEM B STSIEM C WALL GIRT: 90 VPE Image: Straight and the straight and t			CV C7		2 10	0403	ever	CMD		0.407	FMC	EW	KAFTER WIND:	120			
ITTPE ITTPE ITTPE ITTPE ISO VERTICAL IMPACT FACTOR ITTPE ITTPE PURLIN UNC 120 RAIL TYPE CRANE 1A CRANE 2A CRANE 1B CRANE 2B CRANE 1C CRANE 1C CRANE 1C CRANE 1C CRANE 1C CRANE 1C CRANE 2B CRANE 1C	7.05		ərsī	⊏МА		-	ərst	EMB		SYST	EMU	WA	LL GIRT:	90			
VERTIGATION VESTIGATION 120 RAIL TYPE VESTIGATION VESTIGATION 120 CRANE 1A CRANE 1A CRANE 2A CRANE 1B CRANE 2B CRANE 1C CRANE						<u> </u>						PUF	RLIN LIVE:	150			
OPILI_ITTE CRANE 1A CRANE 2A CRANE 1B CRANE 2B CRANE 1C CRANE 2C CRANE 2C CRANE 2D	VERTICAL IMPACT FACTOR											PUF	KLIN WIND:	120			
CAPACITY (Tons.) Contract Contract Contract Contract ROOF PAREL UND: 120 REPUICE OLASS <td< td=""><td>INALL ITPE</td><td>CRANE</td><td>14</td><td>CRANE</td><td>24</td><td>CRANE</td><td>1B</td><td>CRANE</td><td>2B</td><td>CRANE 1C</td><td>CRANE 2C</td><td>WA</td><td>LL PANEL:</td><td>120</td></td<>	INALL ITPE	CRANE	14	CRANE	24	CRANE	1B	CRANE	2B	CRANE 1C	CRANE 2C	WA	LL PANEL:	120			
ROUP PAREL WIND: 120	CAPACITY (Tons.)	DI U UIL		- SIG WE		OTOTAL				510012-10	270 012 20		DE DANEL MIND	130			
	SERVICE CLASS													60			

DELMERY

- 2. Belding baptise in not obtained is used factoral by complete labeling and the second se
- In the event that parts are damaged during transit, pictures including piece marks should be taken and reported immediately to the Buyer. A replacement part and includively data will be coordinated with the manufacture.
 Any mixing parts should be detected on the BB of Landag and naturated to the sitter and reported to the Buyer for immediate resolution.

- EVENTION-INFORM 1 of the sources (Cale of distance for place for the building is impleted and shall be hadned by the EVENCTOR as a summerity part 1 of the sources (Cale of distance) Provide for their Building and Magari the n ARC bits which include, Sectors 7.2, 2. Tempory appropriate the source sources (Cale of distance) and the source of the source, Sectors 7.2, 2. Tempory appropriate the source sources (Cale of distance) and the source of the source (Cale of the source for the source of the sou
- 7 12
- he processes, positions, and mat hum Specification Avenue
- ation (WPS). All joints which are not pre-or approved Welding Procedure Specification (WPS). All joints which are not pro Record (PQR) by an independent isoling agency. A All rivermaniation and records shall be the responsibility of the CUSTONER.
- or examination are means with the test supportantity of the CARTHER.
 A submit height physical physical are to CARTHER (as do die or channels are held with a first of other todaes to accommodule other todaes used watch indexly people in the CARTHER is associated and the todaes and watch indexly people in the control documents. Waterwater and watch is people in the CARTHER is associated and the todaes are and watch indexly people in the control documents. Waterwater and watch is people in the CARTHER is associated and the todaes are and watch indexly people in the control document. Waterwater and water and water and the control of the control of

- ter ten standige de langer in ten Auto: service bennie, bekann, te destruit (7,1). R ziel kolditaan fan de langer in de lange ander in de langer de langer de langer de langer bester begenden in 8.1. Belange de langer de langer het de langer 8.2. Belanger de langer 8.1. Belanger de langer Belanger de langer de
- encages or means are a company or electric and a sink displate to date. While gaps below comma moder marker contraction plates on once an enable of various causes without critical effect to the structural beingity. Minimal effecting is both to is considered acceptable segrefaces of material yield and does not require all dates contract of the correscion plates. The purpose of drimming, belong were approxed to be and provide materiano to the factoring processor of the correscion plates. The purpose of drimming, belong were approxed to be approxed to the correscion plates. The purpose of drimming, belong were approxed to the correscion plates and the correscion plates and the correscion plates are approxed to the correscion plates. The function of the correscion plates are approxed to the correscion plate to the correscion plates are approxed to the correscion plates are approxed to the correscion plates. The function of the correscion plates are approxed to the corresc efita, le to

ent of minor

- 11. The blacks Sequels, Frough II-CD Manager, must be notified at once when a condition become agreement that may read the to advolve pp by pp detects. Notification by phone that the constraints in straints of the security part of the blackshops that be blackshops in the performance of the blackshops and not home any that constraints of the anticharge automatic product the security part of the security part of the security of the security part of the security part of the blackshops and the performance of the security part of and not home any that constraints of the security part of the home as a plane and agreed part. All desapandes must be agreed upon, in writing, Any work which is underlink writing that constraints of the home home as a blackness.
- 11.1Å Description of nature and extent of the errors, including piece marks, quentifies, photos, and measurements, where applicable. 11.3Å Description of natures and extent of proposed connocitive work inducting estimated man-house. 11.3Å Metania to be parchased from other than the Sublidhe Sublides induction estimated cumtilies and cost.

- 11.2.3. Attained to be partnerse from other from the bidding displant, histoding cashibian equations on out.
 20. WORKING to make a displant and adjust adjust

					F	RONT PANEL O	OLOR																
ITENSITY (inches /Hr)		11 = 4.000	0 12 = 6	6.0000	G	A / BACK PANE	L TYPE	1		_													
					В	ACK PANEL CO	DLOR					DRAWI	NG INDE	<u>-X</u>					BUIL	DING DE	SCRIPT	FION	
M	EZZANINE	LUADS			FA	SCIA TRIM				ISSU	IE	DESCI	RIPTION			P	AGE	WIDTH (FT)				105	
	I I	MEZZ. 1	MEZZ	Z.2 M	EZZ. 3	ASCIA TRIM CO	NOR			A	AN	CHOR BOLT	PLAN				F1	LENGTH (FT)				240	
(nef)					L	71001711111101	2011			A	BAS	SE DETAILS					F2	BACK SIDE WA	LL EAVE	HEIGHT (FT)	18	
DEAD LOAD (not)										A	RE	ACTIONS					F3	FRONT SIDE W	ALL EAV	E HEIGHT	(FT)	18	
DEAD EOAD (pai)																		BACK SIDE WA	LL ROOF	SLOPE		1.5:12	
L LOAD ABOVE (psf)										A	RO	OF FRAMING	9 PLAN				E1	FRONT SIDE V	ALL ROO	OF SLOPE		1.5:12	
L LOAD BELOW (psf)								DEFLECTION	LIMITS:	A	RO	OF SHEETIN	G PLAN			1	E2	BAY SPACING	(FT)			SEE PLAN	
psf)								EW COLUMN:	90	A	FR	AME CROSS	SECTION			E	X-EX	•					
								EW RAFTER LIVE:	180	A	ENI	DWALL FRAM	VING SHE	ETING	3	E	X-EX						
		CRANE	LOA	DS				EW RAFTER WIND:	120	A	SID	EWALL FRA	MING & SI	HEETI	ING:	E	X-EX						
	SY S	STEM A	M A SYSTEM B SYSTEM C		EMC	WALL GIRT:	90																
								PURLIN LIVE: 150															
IPACT FACTOR								PURLIN WIND:	120	A	ST	ANDARD DE	TAILS				S1						
								WALL PANEL:	120														
	CRANE 1A	CRANE :	2A C	CRANE 1B	CRANE 2B	CRANE 1C	CRANE 2C	ROOF PANEL LIVE:	150														
Tons.)								ROOF PANEL WIND:	120														
ASS								RF HORIZONTAL:	60	ISSUE	DES	CRIPTION	DATE	DRN	СНК	DES			BUYER / O	USTOMER	NU-SCO	OPE BUILDINGS INTERNA	ATIONAL
IGHT (lbs.)								RF VERTICAL:	120					DET		DES			END USE	R			
EIGHT (lbs.)								WIND BENT:	60										END USE		COMME	ERICAL	
LOAD (lbs.)								RF CRANE:	100										STREET		878 ELV	WORTH ROAD	
E OUTSIDE (fl.)								RF SEISMIC:	50										CITY, STA	TE, ZIP	ROME	NY 13441	
E INSIDE (ft.)	1	1				1		WIND BENT SELS	50										COUNTY				
E INGIDE (IE)								TIND BEITT BEID.	00										S.O.#	Q22-334-10	503540x18-Cli	ear-KM-EX6CALE N.T.S.	DWG#





ENDW		DLUM	1:	MAXIMUN	N REAG	CTIONS, A	NCHOR BOLT	'8, & BA	ASE PLA	TES					FRAME	LINE8:	123	456789										
Fm	Cal	Logd	Co Hmax	umn_Reac V	tions(k	;) i Hmin		Bolt/in	n)	Beer	Plate(in)		Grout			~									~			
Line	Line		H	Vmax	- 10	н	Vmin		Dia	Width	Length	Thick	(in)	-		5) 										COLUM	N LINE	
2	c	9 7	29 22 34	0.1	8	-2.7	0.1	4 0).750 1.750	8.000	8.500	0.375	0.0															
2	в	9 7	2.6	0.2	8	-2.7	0.1	4 0	0.750	8.000	8.600	0.375	0.0															
10		9 10	22	0.2 -1.9	- 11	-1.3	-1.9	4 0	0.750	8.000	8.600	0.375	0.0															
10	в	1 10	0.0 3.3	7.9 -5.3	10 11	1.5 -3.0	-1.9 -5.3	4 0	0.750	8.000	8.500	0.375	0.0															
10	c	12 13	0.0 3.9	28.8 -3.9	10 8	3.3 -3.5	-5.3 -3.3	4 0	0.750	8.000	10.50	0.375	0.0		H										브			
10	D	14	0.0 3.3	18.5 -6.6	13 8	3.9 -3.0	-3.9 -4.7	4 0	0.750	8.000	8.500	0.375	0.0			v									P	/		
10	E	10 16 1	1.5	20.0 -1.9 7.9	14 8 16	-1.3 1.5	-0.0 -1.9 -1.9	4 0	0.750	8.000	8.500	0.375	0.0															
		•							NC	TEC	OP PC	ACTIC	AIR		RIGI	O FRAI	ME:	MAXIM	IUM REACT	IONS, ANCI	HOR BOLTS,	& BASE PLA	TES					
										Buildin	nesotions :	are based	on lon		Ber	Gal		ad Himax	olumn_Ree	ictions(k) Load H	imin V	Bolt	(in)	Base P	iate(in)	Grou		
										the foll W	wing buildi idih (it)	ng data:		= 105.0	Line	Line	_ 7	Н	Vmex	id	H Vmi	QV	Dia	Width L	ength Th	ick (in)	_	
											ingth (ft) ive Height (sof Stone (f	ft) m/12)		= 240.0 = 18.0/18.0 = 15/ 15	1	E	1	1 80.0	83.6	5 -1	5.6 -15.6	8	1.250	12.00 2	1.60 0.6	00 0.0		
										Ď	sed Loed (p	ef) d (pef)		= 2.0 = 5.0		•	1	5 15.6 1 -80.0	-15.6 83.6	1 -8	0.0 83.8 5.6 -15.6	6	1.250	12.00 2	1.50 0.5	00 0.0		
										5 8 9	ve Load (pa now Load (p ind Speed (ing) ingi)		= 45.0 = 49.0 = 110.0	RIGI) FRAI	ME:	MAXIM	IUM REACT	IONS, ANCI	HOR BOLTS,	& BASE PLA	TES					
										W E	ind Code posure			= NYBC 20 (IBC 18) = C	Frm	CI Une	Lo	ad Hax ⊌ H	Column_Res V Vmax	Load H	imin V H Vmi	Bolt	(in) Dia	Bas_P	iate(in) enoth Th	Groui lak (in)	t	
											portance M Iportance S	And alamic		= C = 1.00 = 1.00	2	E		1 84.2	85.2		2.1 -11.4	· <u> </u>	1.250	12.00 2	1.50 0.5	00 0.0	_	
										8	asmic Zone	(Fa*Se)		= B = 0.28	2*		3	3 12.1	-11.4	4 -1 1 -8	7.6 -12.4 4.2 85.2	8	1.250	12.00 2	1.50 0.8	00 0.0		
										ID D	secription				2	Fram	1 e linea:	1 -84.2 2 3 4	85.2	67 89	7.6 -12.4							
										1 0	ad+Collete	ral+Snow	+Slide_S		RIGI	O FRAI	ME:	BASIC	COLUMN	REACTIONS	(k)							
										3 0	8Deed+0.6\ 8Deed+0.6\	Mind_Rig Mind_Rig Mind_Lon	1 111 111		Frame	Column Line	Hor	Dead iz Vert	t Hor	oliaterai- tz Veri	Liv Horiz	e Vert	Sini Hortz	w Vert	Wind_ Hortz	Left1- Vert	-Wind_ Hortz	Right1- Vert
										5 0. 6 0.	8Deed+0.6% 8Deed+0.6%	Mind Lon Mind Lon	01R 021	Ford Overlage	1	Ă	5.6 -5.6	7.0 7.0	6.9 -6.9	7.1 7.1	62.0 -62.0	63.8 63.8	67.5 -67.5	69.5 69.5	-25.7 23.7	-20.5 -29.3	-23.7 26.7	-29.3 -20.5
										8 0. 9 D	BDead+0.61 ad+Collete	Mind_Pre Mind_Pre ral+0.45V	ssure+0.0 Vind Rig	nno_sucaun 8Wind_Long2L ht2+0.45Wind_Suction+0.75E	Frame	Column & Line	W Hor	ind_Left2- iz Vert	-Wi t Hor	nd_Right2- tz Vert	Wind	Long1- Vert	Wind Hortz	Long2- Vert	-Seismi Horiz	o_Lft Vert	Selemi Horiz	o_Right Vert
										10 0.	6Deed+0.61 6Deed+0.61	Mind_Suc Mind_Pre	tion+0.6	Wind_Long1L 8Wind_Long1L	1	E A	-20.2 21.7	-25.6 -19.2	-21.7 20.2	-19.2 -25.6	-31.6 31.6	-32.9 -32.9	13.3 -13.3	13.9 13.9	-1.7 -1.7	-0.5 0.5	1.7 1.7	0.5 -0.5
										13 0. 14 0.	8Deed+0.61 8Deed+0.61	Mind_Left Mind_Rig	1+0.6W	nd_Suction find_Suction	Frame Line	Column Line	-Mil Hor	N_SNOW- iz Vert	F1L t Hor	JNB_SL_L- tz Vert	F1UN Horiz	LSL_R- Vert						
										15 D 16 0.	sed+Collete 8Deed+0.6\	nal+E2UN Mind_Suc	B_SL_R tion+0.64	Mind_Long2L	1	Ă	27.6 -27.6	28.4 28.4	56.5 -56.5	68.8 39.6	56.5 -56.5	39.6 68.8						
								BU	ILDIN	G BRA	CING F	EACT	IONS		Frame	Column Line	Hor	Dea — iz Vert	t Hor	ollateral- tz _Vert	Horiz	Vert	Sni Horiz	Vert	Wind_ Horiz	Left1- Vert	-Wind_ Horiz	Right1- Vert
									Wali — Line	- Col Line		Reaction nd — Vert	a(k) — Selen Horz – N	Panel_Shear nic — (ib/it) /art Wind Sels Note	ž	Ā	-6.0	72	-7.3	7.3	-65.2	65.0	-71.0	70.7	-26.1	-26.1 -19.7	28.1	-18.7 -26.1
								LEV	N 1					(h)	- Frame Line	Column Line	Hor	ind_Left2- tz Vert	-Wi t Hor	nd_Right2- tz Vert	Wind t Horiz	Long1- Vert	Wind Hortz	Long2- Vert	-Selami Horiz	c_Left Vert	Selemi Hortz	c_Right Vert
								F_SV	W A	4,5 5,8	3.1 3.1	20 0	1 3	2	2	Ā	7.6	-7.9	17.1	-14.3	20.0	-22.9	18.7	-27.8	-1.7	0.5	17	-0.5
								R EN	W 10	C.D 8,7	2.6 3.1	22 1	17 1 17 1	.5 .2	Frame	Column Line	i -Sel Hori	lamic_Long tz Vert	-Mi Hoi	N_SNOW tz Vert	F2UNI Horiz	LSL_L- Vert	F2UNE Hortz	SL_R- Vert				
								-		6,5 5,4	3.1 3.1	20 8 20 8	11 3 11 3	2	2*	Ā	0.0	-32	-29.0	28.9	-59.5	40.4	-59.5	70.0				
								(h)Få	igid frame	e at endw	ull .				2" ANCI	Frame lin HOR B		2 SUMMAI	345 RY	6789								
																		Dia		roi								
																Locals	•	(in) Ty	100 D	(iń) 								
															⊕ 32 ⊕ 140	Endwa	al ,	3/4" A3 1 1/4" A3	307 2. 307 2. 307 3.	50 50								
																	-				_							



















#	KEY NOTES
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

SITE PLAN LEGEND:	
BUILDING	
ASPHALT PAVEMENT	
GRAVEL	rege so fino que independente la constante de la constante de la constante la constante de la constante de la constante de la constante la constante de la constante la constante de la constante de
STORM LINE	ST
PROPOSED UTILITY EASEMENT	
STORM MANHOLE	্র
PARKING SPACE COUNT	(14



7						
_	IRON ROD	R				
_	WATER VALVE	M				
	FIRE HYDRANT	FH 🔿				
	MANHOLE	\otimes				
_	SQUARE CATCH BASIN					
_	ROUND CATCH BASIN	O				
-	BOLLARD	•				
	TRAFFIC SIGN					
-	SET BENCH MARK	•				
		X				
	STORM SEWER LINE	w				
	SANITARY SEWER LINE	S SA				
		C				
	UNDERGROUND ELECTRIC LINE	U/E				
	GROUND ELEVATION	476.24 ×				
	GROUND CONTOUR	— — 480 — —				
	GRAVEL AREA					
	CONCRETE PAVEMENT / AREA					
	ASPHALT PAVEMENT					
15						
15					NON	
- SA	SA-MH #5				auchie	
ON	SA SA		-		~~	
	SA SA				NSIL	
7	SA SA			ar co	NSI	
7	SA SA			ot FORCO	MST	
7	SA SA			NOTFORCO	MST	
7	SA SA			NOTFORCO	NST	
7	SA SA			NOTFORCO	NST	
7	SA SA			NOTFORCO	NST.	
7	SA SA			NOTFORCO	NST.	
7	SA SA			NOTFORCO		
7	SA SA		No. Project Name	NOT FOR CO		
7	SA SA		No. Project Name	NOT FOR CO Revisio		
7	SA SA ⊗		No. Project Name	NOT FOR CO Revisio		5
7 1 15 ⊗	SA SA		No. Project Name	NOTFORCO Revisio		5
7 1 95	<u></u>		No. Project Name	NOTFORCO NOTFORCO Revisio		5
7 1 25	<u></u>		No. Project Name	NOTFORCO NOTFORCO Revisio		
7 1 25	<u></u>		No. Project Name	NOTFORCO NOTFORCO Revisio		S
7 1 15 3	<u></u>		No. Project Name	NOT FOR CO Revision		
7 1 15 3	SASA		No. Project Name	NOT FOR CO NOT FOR CO Revision STARK SITE D ORK	TRUSS DESIGN	S S S
7 1 35 3	SASA		No. Project Name	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK	on TRUSS DESIGN CISIGN CISIGN ECTS, & SURVE S Route 5	S S YORS
7 1 35 35	SASA		No. Project Name	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315	TRUSS DESIGN CINSSIGN CESIGN ECTS, & SURVE S Route 5 NY 13476 .953.4200	S A A YORS
7 1 35 3	<u></u>		No. Project Name	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315	TRUSS DESIGN CINCLESIGN CESIGN CESIGN ECTS, & SURVE S Route 5 NY 13476 .953.4200 .953.4202	S A YORS
7 15 ≫	SASA		No. Project Name	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@	TRUSS DESIGN CTRUSS DESIGN ECTS, & SURVE S Route 5 NY 13476 .953.4200 .953.4202 delta-eas.com	EYORS
7 1 35 ≫	SASA⊗		No. Project Name	Revision NOT FOR CO Revision STARK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315 Email: mail@ www.delt	on TRUSS DESIGN CINCLESIGN CONTROLOGIES Soute 5 NY 13476 953.4200 953.4202 delta-eas.com a-eas.com	
7 1 25 ⊗	SA		No. Project Name	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315 Email: mail@ WWW.delt ICATE OF AUT	ASIL ASIL ANDERIGATION#:	
7 1 25 3	SASA		No. Project Name ROME, NEW YO ENGINE	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	ASIL ANSIL A	
7 1 35 3	SASA		No. Project Name ROME, NEW YO ENGINE	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	ASIL ASIL	
7 1 35 3	SASA		No. Project Name ROME, NEW YO ENGINE	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	ASIL ANSIL A	
7 1 25 ≥		ıcrete	No. Project Name ROME, NEW YO ENGINE CERTIFI	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	A TRUSS ON TRUSS ON TRUSS OESIGN CONSTRUCTION ECTS, & SURVE S ROUTE 5 NY 13476 .953.4200 .953.4202 .953.42	
7 1 35 ≫		icrete .ver CB #5	No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	A STRUSS TRUSS TRUSS SNY 13476 953.4202 delta-eas.com HORIZATION#: Phase Project No. 2022	
7 135 ≫		Icrete Dver CB #5 ST T TO ST 470.36	No. Project Name ROME, NEW YO ENGINE CERTIFI	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	A TRUSS TRUSS TRUSS DESIGN CTRUSS DESIGN CONTRACTOR ECTS, & SURVE S Route 5 NY 13476 953.4202 delta-eas.com HORIZATION#: Phase PREI Project No. 2022 UNAUTHORIZED ALTER BUCKTON LAW, SEC	
7 1 1 25 ≫		Icrete Diver ST ST 470.36	No. Project Name ROME, NEW YO ENGINE CERTIFI	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	A TRUSS Date	
7 1 1 35 3 3 3 1 3 1 3 1 3 1 3 1 3 1 3 1	SASA SASAS Cor Cd STSTSTC	CB #5 ST T 470.36	No. Project Name ROME, NEW YO ENGINE CERTIFI	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	A TRUSS DESIGN CTRUSS DESIGN CECTS, & SURVE S Route 5 NY 13476 953.4200 .953.4202 delta-eas.com THORIZATION#: Phase PREI Project No. 2022	019598 LIMINAF .843.0
7 1 1 35 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	SASA SASTCC STSTST	CB #5 ST X70.36	No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI Seal	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	A TRUSS TRUSS TRUSS TRUSS SNY 13476 953.4200 953.4202 delta-eas.com THORIZATION#: Phase PREI Project No. 2022 UNAUTHORIZED ALLES Date 202	019598 -IMINAF 2.843.0
7 1 1 3 5 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	SASAS SASAS SASAS SAS	CB #5	No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI Seal	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	A TRUSS TRUSS TRUSS TRUSS SNY 13476 953.4200 953.4202 delta-eas.com THORIZATION#: Phase PREI Project No. 2022 UNAUTHORIZED ALLES Date 202	019598 1MINAF
7 1 1 35 3 3 3 3 1 1 1 1 1 1 1 1 1 1 1 1		CB #5 ST T 470.36	No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI Seal	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	NSI TRUSS TRUSS SN TRUSS SN SN SN SN SN SN SN SN SN	
		CB #5 ST 470.36	No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI Seal	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	NSI TRUSS TRUSS SN TRUSS SN SS SS SS SS SS SS SS SS	019598 1MINAF
	SASAS SASAS STSTCO CO CO CO CO CO CO CO CO CO CO CO CO C	ICrete ST ST 470.36	No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI Seal	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	NSI TRUSS TRUSS SN TRUSS SN SS SS SS SS SS SS SS SS	
7 1 35 ≫ 1 1 1 1 1 1 1 1 1 1 1 1 1	SASAS SASAS STSTC STST	CB #5 ST CB #5 470.36	No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI Seal Drawing Title Drawing No.	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK SITE C ORK ERS, ARCHIT 4873 NY Vernon, Tel: 315. Fax: 315 Email: mail@ WWW.delt ICATE OF AUT	TRUSS TRUSS CTRUSS DESIGN CTRUSS DESIGN CTRUSS SROUTE 5 NY 13476 953.4200 .953.4202 delta-eas.com HORIZATION#: Phase PREI Project No. 2022 UNAUTHORIZED ALTER BA WOLATION OF Date 202 PLAN	019598 1019598 1019598
	SASAS	Icrete ST CB #5 ST 470.36	No. No. Project Name ROME, NEW YO ROME, NEW YO CERTIFI Seal Drawing Title Drawing No.	NOT FOR CO NOT FOR CO Revision STARK SITE C ORK ORK SITE 315. ERS, ARCHIT 4873 NY Vernon, Tel: 315. Email: mail@ WWW.delt ICATE OF AUT	TRUSS TRUSS ON TRUSS OESIGN CTRUSS OESIGN CONSCIENT SPESSION CONSCIENT SPACE SPORT S	

7(g) Has construction or renovation commenced?

I√ No

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

Yes

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

Construction Commencement:	Tentative Start - July, 2023
Construction completion:	Tentative Completion - April, 2024

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

	Yes 🖌 No
	If Yes, please describe.
Ha	as the Project received site plan approval from the Planning Department?
	If Yes , please provide the Agency with a copy of the planning department approval along with the related State Environmental Quality Review (SEQR) determination. If no, please provide the status of approval:
7(i)	Will the project have a significant effect on the environment?
	Important: please attach and sign Part 1 of either the the long or short Environmental Assessment Form to this Application.
7(j)	What is the useful life of the facility? <u>50+</u> years
7(k)	Is the site in a former Empire Zone? Ves No If Yes, which Empire Zone: Rome, NY Is project located in a Federal HUB Zone or distressed area: Yes No Provide detail.

ALL APPLICANTS MUST ANSWER PART IV-8(a)

Part IV: Retail Project Questionnaire

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

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

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

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

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

*

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

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

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

Yes		No
-----	--	----

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

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



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

Part V: Facility (Legal Information)

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

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

Legal Name:	GLDC
Address:	584 Phoenix Drive, Rome, NY
Telephone:	
Balance of Mortgage:	
Holder of Mortgage:	

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

Attach the Land Acquisition Contract between Yoder Properties and GLDC.	

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

9(c)	Will a related real estate holding company, partnership or other entity, be involved in the
•(•)	ownership structure of the transaction?
	ly Yes [No. I <u>f Yes</u> , please explain.
Yoder	Properties, LTD will own the Land & Building, and will lease the facility back to Stark Truss Company, Inc.
9(d)	Will the title owner of the facility/property also be the user of the facility?
~ ()	[Yes V] No <u>If Yes</u> , please explain.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of the 2/3+ day of February, 2023 (the "Effective Date") is by and between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York local development corporation, having an office at 584 Phoenix Drive, Rome, New York 13441 (the "SELLER");

and

YODER PROPERTIES, LTD., an Ohio limited liability company, having an address of 109 Miles Avenue, SW, Canton, Ohio 44710 (the "PURCHASER");

<u>WITNESSETH</u>:

WHEREAS, the United States of America, acting by and through the Secretary of the Air Force (the "Air Force"), conveyed a 152.972<u>+</u> acre parcel of land situate in the Griffiss Business & Technology Park (the "Griffiss Business Park") in the City of Rome, County of Oneida, State of New York to the Oneida County Industrial Development Agency ("OCIDA"), which parcel of land is commonly known as Parcel F4A/F12A ("Parcel F4A/F12A"), by means of a Quit Claim Deed dated July 30, 2001 and recorded on January 22, 2003 in the Oneida County Clerk's Office as Instrument No. 2003-001613 ("Air Force Deed No. 1"); and

WHEREAS, in Air Force Deed No. 1, the Air Force reserved unto itself "all oil, gas and other mineral resources of any kind or nature in the mineral estate" of Parcel F4A/F12A "together with the right to prospect for, mine, and remove the same" (said reservations being hereinafter collectively referred to as the "Reserved Mineral Rights"); and

WHEREAS, the Air Force conveyed the Reserved Mineral Rights to OCIDA by means of a Quit Claim Deed dated May 18, 2005 and recorded on May 20, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-010161 ("Air Force Deed No. 2"); and

WHEREAS, OCIDA, as lessor, leases Parcel F4A/F12A (together with other premises) to SELLER, as lessee, for a term ending on June 30, 2023, pursuant to a lease agreement dated as of July 1, 2012 (the "Lease Agreement"); and

WHEREAS, a memorandum of the Lease Agreement was recorded on July 30, 2012 in the Oneida County Clerk's Office as Instrument No. R2012-000894; and

WHEREAS, pursuant to the Lease Agreement, and at any time during the term and at the end thereof, SELLER has the right and/or the obligation to acquire from OCIDA the fee title to those lands within the bounds of Parcel F4A/F12A which have not previously been conveyed to a third party (the "Remaining Parcel F4A/F12A Lands"); and

WHEREAS, SELLER has advised OCIDA that it intends to acquire from OCIDA that certain $8.638 \pm$ acre portion of the Remaining Parcel F4A/F12A Lands (the "Sale Parcel"); and

WHEREAS, PURCHASER has advised SELLER that upon SELLER's acquisition of the Sale Parcel from OCIDA, PURCHASER desires to purchase the Sale Parcel from SELLER upon and subject to the terms and conditions hereinafter set forth; and

WHEREAS, PURCHASER has also advised SELLER that if PURCHASER acquires the Sale Parcel from SELLER, it will thereafter proceed to undertake and substantially complete thereon a project consisting of the construction of a 28,000± square foot truss manufacturing and distribution facility (the "Truss Manufacturing Facility") and related improvements such as entranceways, driveways, parking areas, utilities, fencing etc. (collectively, the "Related Improvements") (the construction of the Truss Manufacturing Facility and the Related Improvements is hereinafter referred to as the "Project"); and

WHEREAS, PURCHASER has further advised SELLER that PURCHASER intends to (a) invest at least \$2.5 million in the Project, (b) commence construction of the Project on a date which is within six (6) months after of the Closing Date (as such term is hereinafter defined), (c) substantially

complete the Project and obtain a conditional (or better) Certificate of Occupancy therefor on a date (the "Operation Commencement Date") which is prior to the second (2nd) anniversary of the Closing Date and (d) commence business operations at the Truss Manufacturing Facility on the Operation Commencement Date; and

WHEREAS, PURCHASER has further advised SELLER that (a) the construction of the Project is expected to result in the creation of approximately thirty-six (36) construction jobs and (b) business operations at the Truss Manufacturing Facility are expected to result in the creation and/or retention of approximately nineteen (19) direct, permanent, full-time equivalent jobs prior to the third (3rd) anniversary of the Operation Commencement Date; and

WHEREAS, SELLER is willing to sell and convey the Sale Parcel to PURCHASER and PURCHASER is willing to purchase the Sale Parcel from SELLER, all upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - SALE AND PURCHASE OF SALE PARCEL

1.1 SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and accept from SELLER, the Sale Parcel, which Sale Parcel is (i) to be such $8.638\pm$ acre portion of the Remaining Parcel F4A/F12A Lands as SELLER shall designate, (ii) to be located in approximately the area which is designated as Lot 4 on the map annexed hereto as **Exhibit A** (the "Preliminary Map") and (iii) to have its legal description determined by Michael P. Waters, a NYS-licensed land surveyor (L.S. Lic.# 50027) to be retained by SELLER (the "Surveyor"), at SELLER'S cost and expense, who shall be required by SELLER to undertake a survey of the Sale

Parcel, and prepare a survey map (the "Survey Map"), in accordance with the current Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "ALTA Standards") showing, among other things, the perimeter boundaries thereof (by bearings and distances) and certified to OCIDA, SELLER, PURCHASER, PURCHASER's lender for the Project (if any), PURCHASER's title insurance company, and other such persons and entities as SELLER or PURCHASER shall request. The aforesaid legal description of the Sale Parcel (as shown on the Survey Map), when approved in writing by SELLER and PURCHASER, shall be the legal description used in the deed hereinafter required to be delivered by SELLER to convey the Sale Parcel to PURCHASER (the "Deed"). The Survey Map shall be referenced in the Deed and filed in the Oneida County Clerk's office simultaneously with or prior to recording the Deed. The sale and purchase of the Sale Parcel shall also include, and be deemed to include within its definition, and the Deed shall also contain, any and all other existing rights, covenants, hereditaments, appurtenances, easements and rights-of-way of record benefiting the Sale Parcel.

ARTICLE II - PURCHASE PRICE

2.1 The purchase price (the "Purchase Price") for the Sale Parcel (before any applicable adjustments are made thereto pursuant to this Agreement) shall be computed as follows:

The Purchase Price for the Sale Parcel shall be the sum of Twenty Seven Thousand 00/100ths U.S. Dollars (\$27,000.00) per acre times the total number of acres of land comprising the Sale Parcel (as determined by the Surveyor and shown on the Survey Map). By way of illustration, if the Surveyor determines and the Survey Map shows that the Sale Parcel consists of 8.638 acres of land, the Purchase Price would be the sum of Two Hundred Thirty-Three Thousand Two Hundred Twenty Six and 00/100ths U.S. Dollars (\$233,226.00). Absent manifest error, the Surveyor's determination as to the total acreage of the Sale Parcel shall govern.

2.2 As soon as is reasonably practicable after the Surveyor determines the acreage of

the Sale Parcel, the parties shall execute an addendum to this Agreement which states the final Purchase Price for the Sale Parcel, calculated in accordance with the formula set forth in Section 2.1, and makes such other amendments to this Agreement as may be appropriate once the final Purchase Price has been determined.

ARTICLE III - PAYMENT OF PURCHASE PRICE

3.1 The PURCHASER shall pay the Purchase Price to SELLER as follows:

3.1.1 Ten Thousand and 00/100ths U.S. Dollars (\$10,000.00) thereof (the "Deposit"), by check subject to collection, simultaneously with the execution of this Agreement by PURCHASER, to be made payable to and held in escrow by SELLER'S law firm, Saunders Kahler, L.L.P., in its attorneys' trust account, and, unless returnable to PURCHASER in accordance with the provisions of this Agreement, paid over to SELLER upon the transfer by SELLER to PURCHASER of title to the Sale Parcel (the "Closing").

3.1.2 The balance thereof (plus or minus any adjustments made thereto pursuant to this Agreement), by good certified check or official bank check payable to SELLER or by wire transfer to SELLER'S designated account, whichever SELLER shall elect, at the Closing simultaneously with delivery by SELLER to PURCHASER of the Deed.

ARTICLE IV - PRE-CLOSING DOCUMENTS

4.1 In addition to showing the perimeter boundaries of the Sale Parcel, SELLER shall arrange for the Survey Map to show the location of any existing utility lines (active and/or abandoned), any easements and/or or rights-of-way known to SELLER or shown in title as presented by either a currently redated forty (40) year abstract of title or a current fee title binder issued by a title insurance company authorized to do business in the State of New York which affect the Sale Parcel as well as the location of any new easements or rights-of-way which SELLER proposes to create or impose thereon.

4.2 As soon as is reasonably practicable, but within forty-five (45) days after the Effective Date, SELLER shall cause to be delivered to PURCHASER, the Survey Map, a current fee title binder from a title insurance company authorized to do business in the State of New York or a current 40-year abstract of title to the Sale Parcel, current County and City tax searches covering the premises within which the Sale Parcel is situate; current bankruptcy searches with respect to SELLER and any of SELLER's predecessors in title to the Sale Parcel during the immediately preceding twenty (20) years (other than the United States of America); and a copy of the proposed Deed, as well as copies of all other necessary and/or customary instruments for conveying title to the Sale Parcel, all in accordance with this Agreement or as required by law, and for recording the Deed (collectively, the "Proposed Title Documents"). As soon as is reasonably practicable, but within thirty (30) days after PURCHASER receives the Survey Map and the other Proposed Title Documents, PURCHASER shall give SELLER notice (an "Objection Notice") of any item therein (a "Preventing Item") which, if it continues to exist after the Closing, will prevent SELLER from conveying title to the Sale Parcel to PURCHASER in accordance with Section "5.1.2.1" hereof, which Objection Notice shall expressly specify the Preventing Item(s). SELLER shall be required to use its commercially reasonable efforts (excluding litigation) to cure or remove any Preventing Item(s) specified in the Objection Notice within ten (10) days after its receipt of the Objection Notice. In the event SELLER fails to provide PURCHASER, within such ten (10) day period, with evidence that SELLER has cured or removed the Preventing Item(s) specified in the Objection Notice or evidence that SELLER has made satisfactory arrangements for removal of such Preventing Item(s) at or before the Closing, PURCHASER's sole remedy shall be either to (i) accept such title as SELLER is able to convey, without reduction in, or offset against, the Purchase Price and to formally acknowledge that PURCHASER is so accepting such title as SELLER shall request, and if requested, PURCHASER shall provide to SELLER a written acknowledgment that

it has waived the Preventing Item(s) SELLER is unable to cure or remove; or (ii) terminate this Agreement by giving SELLER notice of termination (a "Termination Notice") within ten (10) days after such ten (10) day period expires. In the event a Termination Notice is given, the Deposit shall be promptly returned to PURCHASER. Whichever remedy the PURCHASER shall elect, SELLER shall have no liability to PURCHASER for damages. Notwithstanding any provision of this Section "4.2" hereinbefore to the contrary, any mortgage granted by SELLER, a judgment docketed against SELLER or other monetary lien granted by or imposed on SELLER which the Proposed Title Documents or PURCHASER's title commitment reflect to currently exist and can be released, satisfied and/or discharged by SELLER's payment of moneys at the Closing (except for liens attributable to PURCHASER), which moneys, in the aggregate, at the Closing, will not exceed the Purchase Price, shall not be deemed a Preventing Item and shall be paid out of the proceeds due to SELLER at Closing in an amount not to exceed the Purchase Price.

4.3 PURCHASER acknowledges that <u>SELLER intends to reserve and/or grant</u> <u>easements</u> across, upon, over and under the Sale Parcel, or otherwise convey the Sale Parcel subject to easements, encompassing the existing utility lines, systems and/or facilities situate at the Sale Parcel including, without limitation, those utility lines, systems and facilities depicted on the Preliminary Map (collectively, the "Easements for Existing Utilities"). Notwithstanding anything to the contrary contained in this Agreement, PURCHASER agrees that none of the Easements for Existing Utilities as shown to date on the Preliminary Map as to location shall be deemed a Preventing Item.

4.4 PURCHASER acknowledges that the construction of any building and/or other enclosed structure comprising the Truss Manufacturing Facility and Related Improvements on top of any utility line and/or easement currently situate on the Sale Parcel and/or to be declared by SELLER for purposes of documenting existing utility lines on, in or under the Sale Parcel, would unreasonably interfere with the utility line owner's and/or easement holder's ability to gain access to, operate, maintain, repair and/or replace such utility line and/or easement. In view of the foregoing, PURCHASER agrees that if, in SELLER's reasonable judgment, it becomes necessary to relocate any such utility line and/or easement in order to facilitate the Project (or the Site Plan therefor), PURCHASER shall bear the cost and expense of such relocation, or in the alternative, modify the Site Plan to cause any enclosed structure comprising the Truss Manufacturing Facility, and/or Related Improvements, to be located on the Sale Parcel, in locations not on top of such existing or declared easements.

ARTICLE IV-A - GRADING OF CONCRETE FILL STOCKPILE

4A.1 PURCHASER acknowledges that, as of the Effective Date, (a) rubblized concrete fill material taken from the runway, taxiway, ramp and/or apron areas situate at the Griffiss International Airport (collectively, the " Airport-Originated Concrete Fill Material") and (b) topsoil fill material taken from the Sale Parcel itself (the "Topsoil Fill Material") are separately stockpiled on the Sale Parcel in the Airport-Originated Concrete Fill Stockpile(s) and the Topsoil Fill Stockpile(s), respectively. Unless the parties otherwise expressly agree in the Grading Agreement (as such term is hereinafter defined), between the Effective Date and the Closing or the termination of this Agreement, as the case may be, SELLER shall not add any fill materials to the Sale Parcel or spread any fill materials currently stockpiled on the Sale Parcel.

4A.2 PURCHASER acknowledges it has received copies of summaries of Soil Analytical Results with respect to the Airport-Originated Concrete Fill Material comprising the Airport-Originated Concrete Fill Stockpile dated August 25, 2020 and July 29, 2022.

ARTICLE V - CLOSING ITEMS

5.1 At the Closing:

5.1.1 PURCHASER shall pay to SELLER all monies in accordance with section

8
"3.1.2" hereof.

5.1.2 SELLER shall deliver to the PURCHASER:

5.1.2.1 (a) The Deed, duly executed and acknowledged by SELLER, which Deed shall be a standard form Bargain and Sale Deed (with Covenant against Grantor's Acts) so as to convey to PURCHASER insurable title to the Sale Parcel, in fee simple, free and clear of all liens and encumbrances except for (i) zoning ordinances and all other applicable laws, rules and regulations (collectively, the "Laws"), (ii) the Declaration of Covenants, Restrictions, Easements and Rights-of-Way applicable to that portion of the Griffiss Business Park which includes the Sale Parcel (the "Declaration"), as amended by the Omnibus Amendment of Declarations of Covenants, Restrictions, Easements and Rights-of-Way for the Development Areas situate in the Griffiss Business & Technology Park dated October 2, 2019 (the "Omnibus Amendment"), copies of which Declaration and Omnibus Amendment are collectively attached hereto and made a part hereof as Exhibit B (collectively, the "Amended Declaration"), as the same may be amended from time to time in accordance with the then current terms and provisions of the Amended Declaration, (iii) easements, rights-of-way, conditions, covenants, and restrictions of record affecting the Sale Parcel including, without limitation, those set forth in any of the Government Deeds (as such term is hereinafter defined), and Encumbrances (including any new easements and/or rights-of-way to be created or imposed by SELLER on the Sale Parcel) which were reflected in the Survey Map and/or the other Proposed Title Documents when provided by SELLER to PURCHASER pursuant to Sections "4.1" and "4.2" hereof and to which PURCHASER has made no reference in an Objection Notice or has given SELLER written acknowledgement that PURCHASER has waived objection thereto, (iv) any state of facts with respect to the Sale Parcel shown by the Survey Map or a physical inspection of the Sale Parcel including, without limitation, any and all above ground (and underground only if shown on the Survey Map or having physical features above ground)

utility lines, culverts, pipes, apparatus, equipment, encroachments, etc. (but excluding improvements made to the Sale Parcel by or for PURCHASER, if any), (v) any liens or encumbrances (e.g., mechanic's liens) resulting from the action or inaction of PURCHASER or which are otherwise attributable to PURCHASER, and (vi) the By-Laws (the "By-Laws") of Griffiss Park Landowners Association, Inc. (the "Landowner's Association"), which By-Laws are attached hereto and made a part hereof as **Exhibit C**. PURCHASER agrees to accept title to the Sale Parcel subject to the Laws, the Amended Declaration, the By-Laws, improvements made by PURCHASER, if any, and all of the other items specified in sections 5.1.2.1(a)(i) through (vi) above, inclusive.

(b) The Deed shall also convey to PURCHASER (i) any rights, covenants, easements and rights-of-way of record of an appurtenant nature which benefit the Sale Parcel.

5.1.2.2 Such additional documents and affidavits relating to the title of the Sale Parcel as PURCHASER and PURCHASER's attorney and/or title insurance company may reasonably request.

<u>ARTICLE VI</u> - <u>ADJUSTMENTS</u>

6.1 Real property taxes, if any, and assessments, if any, shall be apportioned as of the date of Closing on the basis of the fiscal year for which assessed. The obligation to apportion real property taxes and assessments shall survive the Closing and delivery of the Deed for a period of sixty (60) days.

6.2 Assessments which are or may be paid in installments shall be apportioned as of the date of Closing in accordance with section "21.1" hereof.

<u>ARTICLE VII</u> – <u>POSSESSION</u>

7.1 Possession of the Sale Parcel shall be given to PURCHASER at the Closing,

simultaneously with delivery by SELLER to PURCHASER of the Deed.

7.2 On the Closing Date (as hereinafter defined), SELLER shall convey the Sale Parcel to PURCHASER, and PURCHASER shall accept the Sale Parcel from SELLER, in its "AS IS" condition, "WITH ALL FAULTS", if any.

ARTICLE VIII - CLOSING FEES AND EXPENSES

8.1 (a) At Closing, SELLER shall be responsible for paying the cost of filing the Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption for Payment of Estimated Personal Tax form (Form TP-584) and the New York State transfer tax shown thereon, if any, and such other closing costs as are customarily borne by the sellers of real property situate in the City of Rome, Oneida County, New York.

(b) At Closing, PURCHASER shall be responsible for paying the cost of filing the Survey Map, obtaining the City Assessor's stamp on and recording the Deed, filing the New York State Equalization and Assessment form (Form RP-5217), and such other closing costs as are customarily borne by the purchasers of real property situate in the City of Rome, Oneida County, New York. Notwithstanding the provisions of Section 8.1(a) above and for the avoidance of doubt, if SELLER opts to deliver a current fee title commitment to PURCHASER instead of a 40-year abstract of title, PURCHASER shall be responsible to pay the title insurance premium therefor at Closing or the cancellation fee therefor upon the termination of this Agreement, as the case may be.

(c) Each of SELLER and PURCHASER shall pay its own attorneys' fees in connection with the Closing.

ARTICLE IX - BROKER

9.1 SELLER and PURCHASER warrant and represent to each other that no broker or other person entitled to broker's fees, real estate commissions or other compensation has been

instrumental in bringing about this Agreement for the sale of the Sale Parcel, except for Pavia Real Estate Services ("Pavia"), which was engaged by PURCHASER. PURCHASER shall be solely responsible for an pay all broker's fees, real estate commissions and other compensation that may be due to Pavia. In the event any person or entity (other than Pavia) makes claim for broker's fees, real estate commissions or other compensation by virtue of this Agreement for the sale of the Sale Parcel, the party whose acts are determined to have been responsible therefor shall hold the other party harmless therefrom and shall indemnify such other party in the event such other party is required to pay the same. The warranty, representation and indemnity obligations of SELLER and PURCHASER under this section "9.1" shall survive the Closing and delivery of the Deed and/or the termination of this Agreement.

9.2 At Closing, SELLER, shall credit PURCHASER in an amount equal to (a) the amount of the real estate commission due to Pavia or (b) an amount equal to four percent (4%) of the Purchase Price, whichever amount is less.

ARTICLE X - INSPECTIONS, SURVEYS, STUDIES, PLANS AND TESTS

10.1 Subject to applicable covenants, conditions and restrictions including, without limitation, the covenants, conditions and restrictions which are set forth in the Government Deeds (as such term is hereinafter defined), PURCHASER and its agents and representatives shall have the right at any time following the Effective Date, at PURCHASER's own cost and expense, to undertake and/or make any inspections, assessments, surveys, studies, plans and tests of or with respect to the Sale Parcel which PURCHASER deems necessary, including, but not limited to, environmental assessments (including environmental assessments of the materials comprising the Airport-Originated Concrete Fill Stockpile(s) and/or the Topsoil Fill Stockpile(s)), wetlands delineation reports, geotechnical tests, traffic studies and stormwater management plans (hereinafter sometimes collectively referred to as the "Inspections & Tests"). Nothing contained

in the foregoing provisions of this Section "10.1" shall be deemed to impose an obligation upon PURCHASER to make any inspection, survey, study, plan or test. If the Closing does not occur, PURCHASER shall at its own cost and expense, deliver to SELLER all inspections, surveys, studies, plans and other test results from any of the foregoing activities, the results of which inspections, assessments, surveys, studies, plans and tests shall remain confidential and not be disclosed by PURCHASER other than such disclosure as may be required by law or to prove a defense to any action by SELLER against PURCHASER. If PURCHASER (or any contractor or representative of PURCHASER) is required by law to disclose the results of any inspections, assessments, surveys, studies, plans and/or tests to a third party, it shall notify SELLER at least two (2) business days in advance of making such disclosure unless immediate disclosure is legally required in which case PURCHASER (or PURCHASER's contractor or representative) shall notify SELLER at the same time that it makes such disclosure to the third party. PURCHASER shall indemnify SELLER against, and hold SELLER harmless with respect to, all liens, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of or resulting from the exercise by PURCHASER of its aforesaid right to inspect, assess, survey, study, plan and test. PURCHASER's obligations to SELLER pursuant to this Section "10.1" shall survive the Closing and/or the termination of this Agreement.

10.2 PURCHASER acknowledges receipt of copies of Air Force Deed No. 1 and Air Force Deed No. 2 (Air Force Deed No. 1 and Air Force Deed No. 2 are herein sometimes collectively referred to as the "Government Deeds") and PURCHASER shall during performance of its due diligence familiarize itself with the rights-of-way, easements, covenants, conditions and restrictions contained therein. PURCHASER also acknowledges that it shall have the opportunity to review the documents contained in the Administrative Record for Griffiss AFB (the "Administrative Record") which relate to the environment at, on, over or under the Sale Parcel or

in the vicinity of the Sale Parcel. The Administrative Record can be found at the Air Force Administrative Record public website at <u>https://ar.afcec-cloud.af.mil</u> (click BRAC, then click Griffiss).

ARTICLE XI - BASIC CONDITIONS TO OBLIGATIONS

11.1 The obligation of PURCHASER to complete the transactions provided for in this Agreement on the Closing Date shall be subject, at the election of PURCHASER, to the performance by SELLER of all of the covenants and agreements by SELLER to be performed under this Agreement on or before the Closing Date, and to the following further conditions:

11.1.1 All representations and warranties of SELLER contained in this Agreement shall be substantially true and correct on and as of the Closing Date in all respects as if made on and as of the Closing Date.

11.2 The obligation of SELLER to complete the transactions provided for in this Agreement on the Closing Date shall be subject, at SELLER's election, to the performance by PURCHASER of all of the covenants and agreements by PURCHASER to be performed under this Agreement on or before the Closing Date, and to the following further conditions:

11.2.1 All representations and warranties of PURCHASER contained in this Agreement shall be substantially true and correct on and as of the Closing Date in all respects as if made on and as of the Closing Date.

11.3 Except as may be expressly set forth in this Agreement, the representations and warranties made by each of SELLER and PURCHASER in this Agreement shall not survive the Closing and the delivery of the Deed.

<u>ARTICLE XII – CONTINGENCIES</u>

12.1 PURCHASER's obligation to close upon the transactions described in this Agreement shall be contingent upon the following (collectively, the "PURCHASER Contingency

Items") occurring on or prior to the PURCHASER's Contingency Satisfaction/Waiver Date (as such term is hereinafter defined):

12.1.1 PURCHASER, at its own cost and expense, having been able to obtain the Inspections & Tests of the Sale Parcel contemplated by ARTICLE X hereof, including, without limitation, a Phase I environmental site assessment and, if necessary or desirable, a Phase II environmental site assessment, all in form and content satisfactory to PURCHASER, in its sole discretion.

12.1.2 PURCHASER's having received from SELLER a copy of the City of Rome Planning Board's subdivision approval (the "Subdivision Approval") enabling the creation of the Sale Parcel and the conveyance thereof by SELLER, which Subdivision Approval shall be in form and content satisfactory to PURCHASER, in its reasonable discretion.

12.1.3 PURCHASER, at its own cost and expense, having obtained, as applicable and if required to construct and operate PURCHASER'S Truss Manufacturing Facility on the Sale Parcel, all final, non-appealable variances, site plans, SEQR, building and other licenses, permits, consents and approvals from federal, state and/or local authorities and other agencies which are necessary or which PURCHASER reasonably determines it requires (other than the Subdivision Approval), to permit the construction of the Project on the Sale Parcel, and PURCHASER's intended use of the Sale Parcel as and for the Truss Manufacturing Facility and Related Improvements; all of which licenses, permits, consents and approvals shall be acceptable in form and substance to PURCHASER.

12.1.4 PURCHASER, at its own cost and expense, having obtained such financing as is necessary or desirable, in PURCHASER's sole discretion, to accomplish the transactions described in this Agreement, upon terms and conditions which are satisfactory to PURCHASER, in its sole discretion.

12.1.5 PURCHASER, at its own cost and expense, having obtained a commitment for financial assistance and/or incentives with respect to the Project from or through the New York State Urban Development Corporation d/b/a Empire State Development ("ESD"), which ESD commitment shall be in form and content satisfactory to PURCHASER, in its sole discretion.

12.1.6 PURCHASER, at its own cost and expense, having obtained financial assistance from OCIDA with respect to the Project including, without limitation, a sales tax exemption with respect to construction in the maximum amount permitted, a mortgage recording tax exemption in the maximum amount permitted and a payment-in-lieu-of-tax agreement ("PILOT Agreement"), upon terms and conditions which are satisfactory to PURCHASER, in PURCHASER's sole discretion.

12.1.7 PURCHASER, at its own cost and expense, having reviewed and approved a written commitment for the issuance of an owner's policy of title insurance with respect to the Sale Parcel (and the Truss Manufacturing Facility Center and Related Improvements to be constructed thereon) in form and content, and by a title insurance company chosen by SELLER and satisfactory to PURCHASER, in its sole discretion.

12.1.8 PURCHASER, SELLER and Griffiss Utility Services Corporation ("GUSC") having entered into an electric services/infrastructure agreement (the "Electric Services/Infrastructure Agreement") in form and content satisfactory to PURCHASER, in its sole discretion, (a) which addresses PURCHASER's specifications for a transformer, requirements for power, demand figures, and related matters, (b) provides for an easement to be granted by SELLER to GUSC covering the existing electric utility lines, systems and/or facilities (including manholes) situate upon and under the Sale Parcel, and (c) provides for SELLER, at SELLER's own cost and expense, to raise the manhole structures to meet PURCHASER's proposed grade.

12.1.9 PURCHASER and the City of Rome having entered into an agreement

regarding stormwater and sanitary sewer connections (the "Stormwater/Sanitary Sewer Connection Agreement") in form and content satisfactory to PURCHASER enabling PURCHASER to tie into (a) the existing sanitary sewer lift station situate in the southeast corner of the Sale Parcel and (b) the stormwater interceptor located on the Sale Parcel.

12.1.10 PURCHASER and SELLER having entered into an agreement in form and content satisfactory to PURCHASER whereby SELLER agrees to spread the Airport-Originated Concrete Fill Material comprising the Airport-Originated Concrete Fill Stockpile upon and throughout the Sale Parcel after the Closing Date, at SELLER's cost and expense (the "Grading Agreement").

12.1.11 PURCHASER's having determined the availability of all utilities either at the Sale Parcel or capable of being brought to the Sale Parcel by the applicable utility provider, at a cost during a period of time deemed acceptable to PURCHASER; and provided SELLER has provided, if required, any easements on, over, under or through SELLER's lands or private streets as are necessary to bring an applicable utility required by PURCHASER not currently located at the Sale Parcel (unless the rights-of-way of public streets are available for such purpose). All cost of extending such utility or utilities, other than easements to be provided by SELLER, if any, shall be at the cost and expense of PURCHASER.

12.1.12 PURCHASER's managers and, if required, PURCHASER's members, having duly approved this Agreement and the transactions contemplated herein.

12.1.13 PURCHASER having satisfied itself that SELLER has not created any condition on the Sale Parcel between the Effective Date and the Closing which is adverse to PURCHASER's interests with respect to the Sale Parcel.

12.2 In the event PURCHASER is unable to obtain, receive or waive the PURCHASER Contingency Items mentioned in sections "12.1.1", "12.1.2", "12.1.3", "12.1.4", "12.1.5",

"12.1.6", "12.1.7", "12.1.8", "12.1.9", "12.1.10", "12.1.11", "12.1.12" and "12.1.13" by Closing (the "PURCHASER's Contingency Satisfaction/Waiver Date"), PURCHASER shall thereafter have the right to terminate this Agreement upon notice to SELLER (which notice shall be given within ten (10) days after the proposed Closing date). In the event this Agreement is terminated pursuant to this section "12.2", the Deposit shall be returned to PURCHASER as soon as is reasonably practicable and neither SELLER nor PURCHASER shall have any further rights or obligations under this Agreement, except as otherwise expressly and specifically set forth herein. PURCHASER shall make a good faith and diligent effort to obtain the items necessary to satisfy the PURCHASER Contingency Items set forth in sections "12.1.1", "12.1.2", "12.1.3", "12.1.4", "12.1.5", "12.1.6", "12.1.7", "12.1.8", "12.1.9", "12.1.10", "12.1.11", "12.1.12" and "12.1.13" hereof.

12.3 SELLER's obligation to close upon the transactions described in this Agreement shall be contingent upon the following (collectively, the "SELLER Contingency Items") occurring on or before the SELLER's Contingency Satisfaction/Waiver Date (as such term is hereinafter defined):

12.3.1 SELLER, at its own cost and expense, having arranged to obtain title to the Sale Parcel from OCIDA upon terms and conditions satisfactory to SELLER, in its sole discretion.

12.3.2 SELLER's, at SELLER's own cost and expense, having obtained subdivision approval from the City of Rome Planning Board to create the Sale Parcel upon terms and conditions satisfactory to SELLER, in its sole discretion, but subject to PURCHASER'S final approval of the Sale Parcel as subdivided and any terms or conditions, if any, imposed by the City of Rome on such Sale Parcel as part of the subdivision process.

12.3.3 SELLER, PURCHASER and Griffiss Utility Services Corporation ("GUSC") having entered into the Electric Services/Infrastructure Agreement" in form and content

satisfactory to SELLER, in its sole discretion.

12.3.4 SELLER being able to provide such easements on, over or under its land and/or private roads, as may be necessary for PURCHASER, in SELLER's reasonable judgment, to bring any utility not currently at the Sale Parcel to the Sale Parcel (if any such utility cannot be brought to the Sale Parcel within the right-of-way of one or more public streets).

12.3.5 SELLER's Board of Directors and, if required, SELLER's members, having duly approved this Agreement and the transactions contemplated herein.

12.3.6 SELLER having approved (a) PURCHASER's site plan for the Project (the "Site Plan") prior to PURCHASER's submission of the Site Plan to the City of Rome Planning Board (the "Planning Board") for review and (b) any modifications to said Site Plan (the "Site Plan Modifications") requested by the Planning Board prior to PURCHASER's submission of such Site Plan Modifications to the Planning Board.

12.3.7 SELLER and PURCHASER having entered into the Grading Agreement in form and content satisfactory to SELLER.

12.4 In the event SELLER is unable to obtain the SELLER Contingency Items mentioned in sections "12.3.1", "12.3.2", "12.3.3", "12.3.4", "12.3.5", "12.3.6" and "12.3.7" by Closing (the "SELLER's Contingency Satisfaction/Waiver Date"), SELLER shall thereafter have the right to terminate this Agreement upon notice to PURCHASER (which notice shall be given within ten (10) days after the proposed Closing date). In the event this Agreement is terminated pursuant to this section "12.4", the Deposit shall be returned to PURCHASER as soon as is reasonably practicable and neither SELLER nor PURCHASER shall have any further rights or obligations under this Agreement, except as otherwise expressly and specifically set forth herein. SELLER shall make a good faith and diligent effort to obtain the items necessary to satisfy the SELLER Contingency Items set forth in sections "12.3.1", "12.3.2", "12.3.3", "12.3.4", "12.3.5", "12.3.6" and "12.3.7" hereof.

ARTICLE XIII - CLOSING

13.1 The Closing as mentioned in this Agreement shall be on or about the earlier of (i) the later of (a) the fifth (5th) day following the date that all PURCHASER Contingency Items are obtained by PURCHASER or waived in a writing sent by PURCHASER to SELLER, (b) the fifth (5th) day following the date that all SELLER Contingency Items are obtained by SELLER or waived in a writing sent by SELLER to PURCHASER or (ii) seven (7) months following the Effective Date. The Closing shall take place at SELLER's offices or at such other place as the parties may agree, or may be conducted via mail and escrow. For the purpose of this Agreement, the date the Closing actually occurs shall be deemed the "Closing Date".

ARTICLE XIV - REPRESENTATIONS

14.1 SELLER and PURCHASER each acknowledge that the other party (including its officers, directors, members, agents and representatives) has made no warranties or representations of any kind to induce it to enter this Agreement except for those warranties or representations, if any, which are expressly set forth in this Agreement, including those in sections "14.2" and "14.3".

14.2 SELLER represents and warrants to PURCHASER as follows:

14.2.1 SELLER is duly organized, validly existing and in good standing in the State of New York and has the authority to enter into this Agreement.

14.2.2 Neither the execution of this Agreement nor the consummation by it of the transactions contemplated hereby will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any termination of, any agreement or instrument to which SELLER is a party.

14.3 PURCHASER represents and warrants to SELLER as follows:

14.3.1 PURCHASER is duly organized, validly existing and in good standing in

the State of New York and has the authority to enter into this Agreement.

14.3.2 Neither the execution of this Agreement nor the consummation by it of the transactions contemplated hereby will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any termination of, any agreement or instrument to which PURCHASER is a party.

14.4 The representations of SELLER and PURCHASER in this Article XIV shall survive closing.

14.5 Except as expressly set forth in this Agreement (if at all), the representations and warranties made by SELLER and PURCHASER in this Agreement shall not survive the Closing and the delivery of the Deed.

ARTICLE XV - COVENANT OF FURTHER ASSURANCES

15.1 At and after the Closing, upon request of either party, the other party shall take such action and deliver to such requesting party such further instruments, documents, agreements, assignments or conveyances as are reasonably required in order to complete and otherwise effect and carry out the terms and intentions of this Agreement; provided, however, that such action and/or documents, agreements, assignment or conveyances may be provided without material cost to the non-requesting party.

15.2 The provisions of this ARTICLE XV shall survive the Closing and the delivery of the Deed.

<u>ARTICLE XVI</u> - <u>RISK OF LOSS BY CASUALTY</u>

16.1 Section 5-1311 of the General Obligations Law establishes the risk of loss and obligation of the parties in the event of the destruction or taking by eminent domain of all or a portion of the Sale Parcel being conveyed prior to Closing.

<u>ARTICLE XVII</u> – <u>CAM CHARGES</u>

17.1 SELLER shall convey the Sale Parcel to PURCHASER, and PURCHASER shall accept such conveyance of the Sale Parcel from SELLER, subject to the By-Laws. Generally, the By-Laws provide that the record Owner (as such term is defined in the By-Laws) of each Property (as such term is defined in the By-Laws) situated in the Development (as such term is defined in the By-Laws) shall be a Member (as such term is defined in the By-Laws) of the Landowner's Association. The rights of membership in the Landowner's Association are subject to the payment of periodic assessments levied by the Landowner's Association to cover the cost of common area maintenance (the "CAM Charges") provided by or at the behest of the Landowner's Association within the Development. Thus, upon Closing PURCHASER, as record Owner of a Property in the Development (i.e., the Sale Parcel) shall become a Member of the Landowner's Association and become obligated to pay periodic CAM Charges applicable to the Project.

17.2 The obligation to pay CAM Charges shall be deemed an obligation which runs with the land comprising the Sale Parcel and shall bind all future tenants and/or owners thereof including, without limitation, PURCHASER and PURCHASER's successors and/or assigns.

17.3 Existing CAM charges and the method of allocation are subject to the approval of PURCHASER prior to closing.

<u>ARTICLE XVIII – INTENTIONALLY OMITTED.</u>

ARTICLE XIX - NOTICE

19.1 Any notice or demand which under the terms of this Agreement must or may be given or made by either SELLER or PURCHASER shall be in writing and shall be given or made by (i) mailing the same by certified or registered mail, return receipt requested, or (ii) delivering the same by nationally recognized overnight courier, to the addressee at the addressee's address first above written or to such other address which either SELLER or PURCHASER from time to time may designate by notice to the other in accordance with this section "19.1", or (e) by electronic

mail to the email addresses set forth below provided first class mail through the United States Post Office is simultaneously given. Any such notice shall be deemed given on the fifth date following the day the notice is deposited with the United States Postal Service or next day following deposit with a permitted overnight courier, or on the day of transmission if sent by electronic mail, except, that if such following day is a Saturday, Sunday or other national holiday, it shall be deemed given on the first business day thereafter and except that notice of change of address shall be deemed given when delivered to the addressee or to the addressee's last designated address. Any notice given by an attorney or firm of attorneys representing SELLER or PURCHASER, as the case may be, shall be deemed given by the SELLER or PURCHASER, as the case may be.

ARTICLE XX - CONSTRUCTION

20.1 Any reference in this Agreement to "section" or "sections" or "ARTICLE" refers, unless expressly provided otherwise, to a section or sections or an ARTICLE of this Agreement. Any reference to gender is not necessarily limited to the gender referred to in this Agreement if not appropriate, nor is reference to the singular or plural intended to eliminate reference to the other if appropriate.

ARTICLE XXI – PURCHASER'S DEVELOPMENT COVENANT

20.1 PURCHASER shall use its commercially reasonable efforts to commence construction of the Project on the Sale Parcel within six (6) months after the Closing Date and shall substantially complete the Project and open up the Truss Manufacturing Facility for occupancy and/or operation prior to the second (2nd) anniversary of the Closing Date (the "PURCHASER's Development Covenant").

20.2 If PURCHASER breaches PURCHASER's Development Covenant by either (a) failing to commence construction of the Project within six (6) months after the Closing Date or (b) failing to substantially complete the Project and open up the Truss Manufacturing Facility for

occupancy and/or operation prior to the second (2nd) anniversary of the Closing Date, then, and in either of such events, SELLER shall have the option to repurchase the Sale Parcel (together with the improvements thereon, if any) ("SELLER's Repurchase Option") from PURCHASER for a purchase price equal to the Purchase Price, plus the value of any improvements situate thereon at the time of the exercise of the SELLER's Repurchase Option (except for improvements paid for by SELLER, if any). If SELLER exercises SELLER's Repurchase Option, then within ninety (90) days of such exercise PURCHASER shall convey the Sale Parcel (together with the improvements situate thereon, if any) by means of a Bargain and Sale Deed (with Covenant against Grantor's Acts), free and clear of all liens and encumbrances, except for the Laws, the Declaration, the Bylaws, the easements, rights of way, conditions, covenants and restrictions of record affecting the Sale Parcel when the Deed was delivered by SELLER to PURCHASER, and any state of facts with respect to the Sale Parcel that would be disclosed by an accurate survey and physical inspection of the Sale Parcel. SELLER's Repurchase Option shall run with the land comprising the Sale Parcel and may, at SELLER's election, either be included in the Deed or in a separate recordable instrument to be executed and delivered by SELLER and PURCHASER at Closing (together with such other documents as may be necessary in order to record such separate PURCHASER shall not be deemed to be in breach of the PURCHASER's instrument). Development Covenant if (i) the delay in substantially completing the Project and opening the Truss Manufacturing Facility for occupancy and/or operation as set forth in Subsections 20.2(a) and (b) herein is caused by a Force Majeure event. A Force Majeure event mean shall include but is not limited to any event or circumstance beyond the reasonable control of the PURCHASER including acts of God, fire, explosion, flood, epidemic, pandemic, power failure, governmental actions or directions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes and strikes; or (ii) the delay is caused in whole or in part by

the SELLER. PUCHASER shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. Notwithstanding the forgoing concerning a Force Majeure event, should the SELLER elect to exercise its Repurchase Option, the SELLER shall provide written notice to the PURCHASER pursuant to the notice provision contained herein and the PURCHASER shall have thirty (30) days to cure any alleged breach of the Development Covenant prior to the Repurchase Option becoming effective, unless PURCHASER has commenced cure and such cure, diligently pursued, is not capable of cure within thirty (30) days in which case the time to cure shall be extended.

20.3 Notwithstanding anything to the contrary contained in this Agreement, SELLER makes no warranty or representation, either express or implied, that PURCHASER's use of the Sale Parcel to construct and operate the Truss Manufacturing Facility and Related Improvements is permissible under applicable laws, ordinances, rules, regulations, covenants, easements, conditions and restrictions, it being PURCHASER's responsibility to determine if the construction and operation of the Project on the Sale Parcel complies with such laws, ordinances, rules, regulations, covenants, easements, conditions and restrictions including, without limitation, those set forth in Government Deeds and the Declaration.

20.4 SELLER shall terminate or release the PURCHASER Development Covenant of record upon PURCHASER obtaining its conditional Certificate of Occupancy and shall either release or subordinate the Development Covenant to the lien of any lender providing financing to PURCHASER to assist in either or both completing closing on and acquisition of the Sale Parcel and/or completing the development and construction of the Truss Manufacturing Facility, to the lien of any mortgage or other security interest granted by PURCHASER to such lender in the Sale Parcel or the assets of PURCHASER.

20.5 The provisions of this Article XXV shall survive the Closing and delivery of the

Deed.

ARTICLE XXII - SPECIAL ASSESSMENTS

22.1 If, at the time of Closing, the Sale Parcel, or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments (or which SELLER has elected to pay in annual installments), SELLER shall be responsible only for SELLER's prorated share of the annual installment due in the year in which the Closing takes place, and for the annual installments due in the years preceding the year in which the Closing takes place, and PURCHASER shall be responsible for PURCHASER's prorated share of the annual installment due in the year in which the Closing takes place, and PURCHASER shall be responsible for PURCHASER's prorated share of the annual installment due in the year in which the Closing takes place. As of date of this Agreement SELLER knows of no assessments other than real property taxes. If SELLER acquires knowledge prior to Closing Date of any assessment having been or to be imposed that will encumber the Sale Parcel SELLER will provide PURCHASER with written notice thereof and PURCHASER shall have ten (10) days to object in writing. If no objection is made by PURCHASER then right to object shall be deemed waived.

ARTICLE XXIII - GOVERNING LAW, FORUM

23.1 The interpretation and enforcement of this Agreement and any term hereof shall be governed by, and construed under, the laws of the State of New York without reference to its choice of law rules or principles.

23.2 Any action or proceeding for the construction or enforcement of this Agreement or any of the documents given pursuant to this Agreement, in any litigation of any kind arising by reason of this Agreement or any of the documents or instruments given pursuant to this Agreement, or any of the warranties, representations or covenants made hereunder, shall be brought in a court of the State of New York having competent jurisdiction and located in the County of Oneida, and SELLER and PURCHASER each hereby consents to any such court having jurisdiction over it for the purposes of any such action or proceeding and, among other things, hereby in addition authorizes personal service upon it wherever it or any of its officers or directors can be found.

ARTICLE XXIV – RECITALS

The above Recitals are incorporated into and made a part of this Agreement as if set forth in full herein.

ARTICLE XXV - ASSIGNMENT; BENEFIT

25.1 (a) PURCHASER, without SELLER's consent, may assign this Agreement to a corporation, general partnership, limited partnership, limited liability company or other lawful entity entitled to do business in the State of New York provided such entity is controlled by, controlling of, or under common control with PURCHASER (the "Permitted Assignee"). As used herein, the terms "controlled by", "controlling of" and "under common control with" shall mean the ability to vote or direct the vote of more than fifty percent (50%) of the voting interests of the entity in question. In the event of such an assignment of this Agreement to a Permitted Assignee (i) PURCHASER promptly shall give notice thereof to SELLER which states the Permitted Assignee's name and address for notice purposes and includes with such documentation as may be necessary to enable SELLER to verify that the Permitted Assignee is controlled by, controlling or under common control with PURCHASER, (ii) PURCHASER and the Permitted Assignee shall be jointly and severally liable under this Agreement from and after the date of such assignment, (iii) the Permitted Assignee shall be deemed to have assumed all obligations of PURCHASER under this Agreement, and (iv) from and after any such assignment the term "PURCHASER" herein shall be deemed to mean the Permitted Assignee under any such assignment (unless the context clearly indicates otherwise).

(b) Except as set forth in section 25.1 (a) above, PURCHASER may not assign this

Agreement without SELLER's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and any such assignment of this Agreement by PURCHASER without SELLER's prior written consent shall be deemed null and void, provided, however, that an assignment by PURCHASER to a third party that complies with section 12.3.8 of this Agreement shall be permissible and shall not require the prior written consent of SELLER.

(c) Subject to the foregoing provisions of this Article, this Agreement shall be binding upon and inure to the benefit of SELLER and PURCHASER and their respective successors and assigns.

ARTICLE XXVI – REMEDIES

26.1 If (a) PURCHASER has not terminated this Agreement pursuant to Section 4.2 hereof or Section 12.2 hereof, and (b) SELLER has not terminated this Agreement pursuant to Section 12.4 hereof, but PURCHASER nonetheless fails to close upon the transaction described herein, SELLER shall be entitled, as its sole remedy, to either (i) retain the PURCHASER's \$10,000.00 Deposit as liquidated damages or (ii) sue PURCHASER for damages under and/or specific performance of this Agreement; provided, however, that SELLER commences such action against PURCHASER for damages under and/or specific performance of this Agreement; provided, however, that SELLER commences such action thirty (30) days after its cause(s) of action therefor accrue.

26.2 If (a) SELLER has not terminated this Agreement pursuant to Section 12.4 hereof and (b) PURCHASER has not terminated this Agreement pursuant to Section 4.2 hereof or Section 12.2 hereof, but SELLER nonetheless fails to close upon the transaction described herein, PURCHASER shall be entitled, as its sole remedy, to either (i) a refund of PURCHASER's \$10,000.00 Deposit plus the sum of \$10,000.00 from SELLER as liquidated damages or (ii) sue SELLER for damages under and/or specific performance of this Agreement; provided, however, that PURCHASER commences such action against SELLER for damages under and/or specific performance of this Agreement within thirty (30) days after its cause(s) of action therefor accrue.

<u>ARTICLE XXVII</u> – <u>ENTIRE AGREEMENT</u>

27.1 This Agreement (including the exhibits thereto) constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties. No waiver of any provisions of this Agreement shall be deemed or constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

ARTICLE XXVIII - ACTION ON NEXT BUSINESS DAY

28.1 In the event that the day on which or before which or after which an act is required or authorized to be performed hereunder falls on a Saturday, Sunday or public holiday, the act may be done on the next business day with the same force and effect as of done on such Saturday, Sunday or public holiday.

ARTICLE XXIX---COUNTERPARTS

29. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument. Facsimile, email and PDF versions of a signed document, including this Agreement, shall constitute an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has executed this Real Estate

Purchase and Sale Agreement as of the Effective Date.

SELLER:

PURCHASER:

GRIFFISS LOCAL DEVELOPMENT CORPORATION (L) By: Steven J. DiMed Its Authorized Representative

YODER PROPERTIES, LTD. By Yoder. Manager Stephen/

<u>EXHIBIT A</u>

Preliminary Map



9(e)	Is the Applicant currently a tenant in the facility?
9(f)	Are you planning to use the entire proposed facility?
	If No , please give the following information with respect to tenant(s) which will remain in the facility after the completion of the project, including the square footage the Applicant will occupy:
<u>Na</u>	me of Tenant Floors Occupied Sq. Ft. Occupied Nature of Business
9(h)	Will there be any other users utilizing the facility? [] Yes [] No <u>If Yes</u> , please explain. Provide detail of the contractual arrangement including any financial exchange for the use of the site or property.
Part V	/l: Equipment
10(a)	List the principal items or categories of equipment to be acquired as part of the project. If you are requesting sales tax exemption it is important to be as detailed as possible. (If a complete list is not available at time of application, as soon as one is available but prior to final authorizing resolution, please submit a detailed inventory of said equipment to be covered.) Attach a sheet if needed.
St eq	ark Truss anticipates within 5 years will purchase an additional automated roof truss line and associated quipment, See Attached List.
10(b)	Please provide a brief description of any equipment which has already been purchased or ordered, attach all invoices and purchase orders, list amounts paid and dates of expected delivery. Attach a sheet if needed.
N/	/A
 10(c)	What is the useful life of the equipment? <u>15</u> years

Equipment Breakdown							
#		Equipment Cost					
	1	In-line Table	\$	700,000.00			
	2	Web Saw	\$	100,000.00			
	3	Semi	\$	150,000.00			
	4						
		Total Cost	\$	950,000.00			

Installation of new equipment						
Cost	\$	20,000.00				

Relocation of existing equipment							
Cost	\$	70,000.00					

Building Extension					
SQFT	25,200.00				
Cost	\$	707,650.65			
Cost per SQFT	\$ 28.08				
Additonal SQFT	2,625.00				
Addition Cost \$ 73,713.61					

Total Expansion
Cost \$ 1,113,713.61

Part VII: Employment Information

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

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

~36	Jobs

✓ Yes

11(b) Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

No <u>If Yes</u>, explain below.

Our proposed project will maintain 22 private sector jobs, along with the creation of 8 new jobs over a 5 year period.

11(c) Have you experienced any employment changes (+ or -) in the last three (3) years? Yes **V** No **If Yes**, explain below.

Our Employee base is stable with a slight increase in total employee count.

11(d) Job Information related to project ***

Estimate below how many jobs will be created and retained as a result of this project, if OCIDA

assistance is granted. PLEASE MAKE SURE TOTAL PART-TIME EMPLOYEES ARE TURNED INTO FULL-TIME EQUIVALENTS (FTE) for Line B. - See Pg. 17.

	Number of Jobs	Location	Location	Location	Location	Location	
	BEFORE Project	1	2	3	4	5	
	Address in NYS						Total
	Full-Time Company	16					
	Full-Time Independent Contractors	N/A					
	Full-Time Leased	6					
Α.	Total Full-Time BEFORE						
	Part-Time Company	N/A					
	Part-Time Independent Contractors	N/A					
	Part-Time Leased	N/A					
В.	Total FTE Part-Timers BEFORE						
C.	Total FTE BEFORE*	22					

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

	Number of Jobs AFTER Project (within 3 years of project completion)	Location 1	Location 2	Location 3	Location 4	Location 5	Total
	Full-time Company	24					
	Full-Time Independent Contractors	0					
	Full-Time Leased	6					
Α.	Total Full-Time AFTER						
	Part-Time Company						
	Part-Time Independent Contractors						
	Part-Time Leased						
В.	Total FTE Part-Timers AFTER						
C.	Total FTE AFTER *	30					

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

	Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the <u>JOBS CREATED</u> within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
Α.	Full-Time	8					
В.	FTE Part-Timers						
C .	Total AFTER	8					

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

Provide Any Notes To Job Information Below

	Retair	ned Jobs	Created Jobs				
SALARY AND BENEFITS	Average Annual Salary <i>per</i> <i>employee</i>	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary <i>per</i> employee	Average Fringe Benefits (as a percentage of wages)			
Management	\$	%	\$	%			
Administrative	\$\$42K	3-5% %	\$ \$42K	3-5% %			
Production	\$ \$47K	23% %	\$ \$47K	23% %			
Independent Contractor	\$	%	\$	%			
Other	\$ \$86K	36% %	\$ \$86K	36% %			
Overall Weighted Average	\$\$61K	27% %	\$ \$61K	27% %			

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

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



Part VIII: Estimated Project Cost and Financing

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

LAND Acquisition	\$	233,226	(If leas	e value use OTHER below)
Existing Building(s) ACQUISITION	\$	N/A		
Existing Building(s) RENOVATION	\$			
NEW Building(s) CONSTRUCTION	\$	1,793,145.00		
Site preparation/parking lot construction	\$	365,366.28		
Machinery & Equipment that is TAXABLE	\$	0		
Machinery & Equipment that is TAX-EXEMPT	\$	950,000		
Furniture & Fixtures	\$			
Installation costs	\$	90,000		
Architectural & Engineering	\$	79,300		
Legal Fees (applicant, IDA, bank, other counsel)) \$	15,000		
Financial (all costs related to project financing)*	\$	5,000		
Permits (describe below)	\$	5,440		
Other (describe below) ie: solar decommissioning expense)	\$			
Other: Cost:		Subt	otal \$	3,536,477
1. New Construction Permit \$5,440 2.		Agency F	ee ¹ \$	17,682
4 5		Total Project (Cost \$	3,554,159
* Bank fees, title insurance, appraisals, enviror	nme	ental reviews, etc.		
¹ See Attached Fee Schedule (Page 22) for Age	ncy	Fee amount to be	placed	on this line.
Permit/Other	Info	ormation		
Yes , We have been in discussions with our Bank: The Commercia Loan to Finance this Project.	I & S	avings Bank, Millersburg, C	Dhio, rega	arding a Construction
Yoder Properties has a \$2.5M Credit Line Available to Finance this Commitment Letter from the Bank in the next 2-3 Weeks.	proj	ect until the Construction Li	ne is in P	lace. We expect a
12(b) Has the Applicant contacted any bank, finan to financing the proposed project?	cial No	institution or private If Yes, please pro	e invest ovide de	or with respect etails below.

No, See 12(b) Response

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

12(d) Sources of Funds for Project Costs

E	Bank Financing:		\$	\$1,913,389.82
E	Equity (excluding equity that i	s attributed to grants/tax credits	s) \$	\$239,173.73
r	Fax Exempt Bond Issuance (if applicable)	\$	S
Г	axable Bond Issuance (if ap	plicable)	\$	3
Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below				3 478,347.46
<u>lc</u>	lentify each Public state and	federal grant/credit:		Comments:
Source	CFA - Pending Approval	\$ 478,347.46		
Source		\$		
Source		\$		
Source		\$		
	Total Sou	rces of Funds for Project Co	sts:	\$ 0

Part IX: Real Estate Taxes

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

Tax Map Parcel #	Current <u>Land</u> Assessment	Current <u>Building</u> Assessment	Current <u>Total</u> Assessment	Current <u>Total Taxes</u> Amount (\$)	Estimated <u>Post-Project</u> Assessment
244.000-3-3.1	\$1,302,794	\$1,198,520	2,501,314	\$0	TBD
New Project Parcel	\$0	\$0	\$0	\$0	\$1,583,000

13(b) Will the entirety of each tax parcel be subject to the PILOT?	VES	
--	-----	--

13(c) If the entirety of each parcel will	<u>not</u> be subje	ect to t	the PILOT, will the
municipality require a subdivision?	YES 🕺	N	0

*If a subdivision is required, it is the responsibility of the Applicant to complete subdivision approval prior to commencement of the PILOT Agreement, and to provide the Agency with the tax parcel number(s) assigned.

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

	City Hall of Rome
13(e)	Address of Receiver of School Taxes:
	Rome City School District - Bell Road, Rome, NY
13/f)	Has the current property owner or user been granted an Ag-District exemption on the
10(1)	tax map parcel anytime during the past 4 years?
	Yes 🖌 No
lf	Yes explain be l ow.
L	

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

Use space below for additional information

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

Name of Applicant:	Yoder Properties, Ltd. (Real Estate Co. for Stark Truss)
	Miles Ave SW Canton, OH 44710
Description of Project:	New Constuction & equipping facility @ GBTP
Name of All Sublessees or Other Occupants of	Stark Truss Company Inc
Facility:	Currently operates from leased bldg, in Whitesboro
- donky.	44 Old Mohawk St.
Principals or Parent of Applicant:	Stephen Yoder, President
	Tom Rufener, Proj. Mgr.
Products or Services of Applicant to be produced or carried out at facility:	Wooden truss/building component manufacturing
Estimated Date of Completion of Project:	Apr-24
Type of Financing/ Structure:	Tax-Exempt Financing
	Taxable Financing
	X Sale/ Leaseback
	Other
Type of Benefits being Sought by Applicant:	Taxable Financing
	Tax-Exempt Bonds
	X Sales Lax Exemption on Eligible Expenses Until Completion
	X Real Property Tax Abatement

21-Apr-23

Project Costs

Land Acquisition	\$ 233,226
Existing Building(s) ACQUISITION	\$ -
Existing Building(S) RENOVATION	\$ -
NEW Building(s) CONSTRUCTION	\$ 1,793,145
Installation Costs	\$ 90,000
Site Preparation/Parking Lot Construction	\$ 365,366
Machinery & Equipment (other than furniture)	\$ 950,000
Furniture & Fixtures	\$ -
Architectural & Engineering	\$ 79,300
Legal Fees (applicant, IDA, bank, other counsel)	\$ 15,000
Financial (all costs related to project financing)	\$ 5,000
Permits	\$ 5,400
Other	
Agency Fee	\$ 17,682
TOTAL COST OF PROJECT	\$ 3,554,119

Assistance Provided by the Following:

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

\$	233,226
\$	-
\$	-
\$	1,793,145
\$	90,000
\$	365,366
\$	950,000
\$	-
\$	79,300
\$	15,000
\$	5,000
\$	5,400
\$	17,682
¢	0.554.440

\$	-	

Company Information

Average Salary of these Positions

		1 Usitions	
Existing Jobs	22	\$	61,000
Created Jobs FTE (over three years)	8	\$	61,000
Retained Jobs	22	\$	61,000
Earnings Information for Oneida County			
Average Salary of Direct Jobs for Applicant	\$ 61,000		
Average of County Indirect Jobs	\$ 01,000		
Average of County Indirect Jobs	\$ 23,000		
Average of Construction Jobs	\$ 32,000		
Note: \$1,000,000 in construction expenditures gen	aratas 15 person year	s of employment	
Construction Derson Vegra of Employments		s of employment	
Construction Person rears of Employment.			
Calculation of Bonofits (3 Voar Poriod)			
Calculation of Denenits (5 Teal Period)	Total Earnings	Povenues	
Direct John	i otai Laminys	I VEVENUES	

Direct Jobs					
	Created	\$	1,464,000	\$	62,220
	Existing	\$	4,026,000	\$	171,105
Indirect Jobs					
	Created	\$	1,500,000	\$	63,750
	Existing	\$	4,125,000	\$	175,313
Construction - only one year					
F	Person Years	\$	359,762	\$	15,290
TOTALS Calculation of Benefits (3 Y	(r Period)	\$	11,474,762	\$	487,677
Construction - only one year	^P erson Years (r Period)	\$ \$	359,762	\$ \$	15,290 487,677

TAXABLE GOODS & SERVICES

	Sper	iding Rate	Expenditures		State & Tax Re	Local Sales venues
Direct Jobs						
	Created	36%	\$	527,040	\$	51,386
	Existing	0.36	\$	1,449,360	\$	141,313
Indirect Jobs						
	Created	0.36	\$	540,000	\$	52,650
	Existing	0.36	\$	1,485,000	\$	144,788
Construction - only one year						
	Person Years	0.36	\$	129,514	\$	12,628
			_			
TOTAL TAXABLE GOODS & SERVICES			\$	4,130,914	\$	402,764

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.

taxes through tent based on an average assessment per apartment of \$00		Municipality	
Tax Rate for School District where facility is located:	33.953164	Rome	22-23
Tax Rate for Municipality where facility is located:	20.195914	Rome Inner	2023
Tax Rate for County:	10.538131	Oneida	2023
Total Rate:	64.687209		
Real Property Taxes Paid: \$ 131,962			

COSTS: IDA BENEFITS

Real Property Taxes Abatement Mortgage Tax Abated (.75%) Estimated Sales Tax Abated During Construction Period (8.75%)

	\$ 568,959
	\$ 14,350
	\$ 78,450
Total:	\$ 661,759

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.
NYS SEQRA Environmental Review

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

https://www.dec.ny.gov/permits/6191.html

• To determine which EAF form is appropriate for the project, the applicant should consult with its engineer or legal counsel.

• It is the IDA's strong preference that the municipality that governs the jurisdiction where the project is located (e.g., a Planning Board, Zoning Board or other supervisory board) serve as lead agency for the SEQR review.

• In limited cases, the IDA will act as lead agency, but it may lead to additional cost to the applicant if a review is required to make a determination of environmental impact.

• If another public body is serving as lead agency for the SEQR review the applicant should provide the IDA with a signed Part 2 (and Part 3 if using the Long Form) and any minutes of meetings that detail the lead agency's determination.

• The IDA cannot grant any financial assistance until the SEQR review process is complete.

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information					
Name of Action or Project:					
878 Ellsworth Rd - Rome Property Development					
Project Location (describe, and attach a location map):					
878 Ellsworth Rd, Rome, NY					
Brief Description of Proposed Action:					
A new proposed 25,200 SF manufacturing facility for structur	al components.				
Name of Applicant or Sponsor:	Telephone: 330-605-2165				
878 Ellsworth Rd - Rome Property Development	pment E-Mail:Tom.Rufener@Star		iss.com		
Address: 1601 Perry Dr. SW					
City/PO: Canton	State: OH	Zip Code: 4	Code: 44706		
1. Does the proposed action only involve the legislative adoption of a plan, loca administrative rule, or regulation?	l law, ordinance,	NO	YES		
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.					
2. Does the proposed action require a permit, approval or funding from any other government Agency?			YES		
If Yes, list agency(s) name and permit or approval:					
3. a. Total acreage of the site of the proposed action? 8.60 b. Total acreage to be physically disturbed? 1/2 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 8.60	38 acres -1 acres 38 acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: □ Urban □ Rural (non-agriculture) □ Forest □ Agriculture □ Parkland	al 🔲 Residential (subur vify):	ban)			

5. Is the proposed action, NO	YI	ES	N/A
a. A permitted use under the zoning regulations?]		
b. Consistent with the adopted comprehensive plan?]		
6 Is the monored action consistent with the moderninent character of the existing built or network landscene?		0	YES
o. Is the proposed action consistent with the predominant character of the existing built of natural landscape?			
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	N	0	YES
If Yes, identify:			
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		0	YES
b. Are public transportation services available at or near the site of the proposed action?			
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			
9. Does the proposed action meet or exceed the state energy code requirements?	N	0	YES
If the proposed action will exceed requirements, describe design features and technologies:			
Our proposed building will meet the energy code requirements due to the following reasons :		ר	
1) R38 double banded insulation system for the roof. / 2). R30 WMP-VRR insulation for the walls. / 3). Radiant heating system in the floor of the building.			
10. Will the proposed action connect to an existing public/private water supply?	N	0	YES
If No, describe method for providing potable water:			
			✓
11. Will the proposed action connect to existing wastewater utilities?	N	0	YES
If No, describe method for providing wastewater treatment:			
		┛│	V
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district	N	0	YES
which is listed on the National or State Register of Historic Places, or that has been determined by the		7	
State Register of Historic Places?		≝	
		7	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbadies regulated by a federal, state or local accents?		0	YES
wenands of other waterbodies regulated by a rederal, state of focal agency:			
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?			
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:			
<u></u>			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:				
Shoreline Forest Agricultural/grasslands Early mid-successional				
Wetland Urban Suburban				
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES		
Federal government as threatened or endangered?				
16. Is the project site located in the 100-year flood plan?		YES		
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,		YES		
a. Will storm water discharges flow to adjacent properties?				
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:				
We are anticipating connecting into the exisiting storm water line that is currently located on the property.				
18. Does the proposed action include construction or other activities that would result in the impoundment of water		YES		
or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:				
We are anticipating a retention pond being required due to the 25,200 SF proposed building.				
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste		YES		
management facility? If Yes, describe:				
20 Has the site of the managed action on an eligibility managet, how the subject of some disting (an ening on	NO	VEC		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?		YES		
If Yes, describe:				
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BI MY KNOWLEDGE	EST OF	I		
Applicant/sponsor/name: Tom Rufener Date: <u>3/31/2023</u>				
Signature:				

Agency Fee Schedule

<u>Commitment Fee:</u> \$1,000 – due following the initial inducement but prior to scheduling of the public hearing; this amount is non-refundable if the applicant fails to close on the project before the IDA. Upon closing with the IDA this amount is applied to the closing fees.

Bond Fees: 1/2 of 1% of total bond amount

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

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

Transaction Counsel/Agency Counsel fee:

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

Transaction Counsel/Agency Counsel fees for bond transactions typically will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for a sale-leaseback/lease-leaseback transaction are typically \$8,500 to \$10,000 if no commercial financing is involved or \$10,000 to \$12,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

Annual Fee:

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

Other fees:

If Applicant requests the IDA enter into subsequent transactions following closing (i.e., a facility refinance), the IDA will charge a closing fee equal to 1/8 of one percent of the total reissuance, redemption, new or revised mortgage, refinancing, spreading agreement or other transaction with a minimum payment due of \$500. Applicant will also be responsible to pay any legal fees and any bank or financial institution fees the IDA incurs in connection with said transaction, throughout the term of the Agency's involvement with the facility.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

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

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

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

- 1. Annual Sales Tax Filings. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- 2. Annual Employment, Tax Exemption & Bond Status Reports. The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site as well as tax exemption benefits received with the action of the Agency. For Applicants not responding to the Agency's request for reports by the stated due date, a \$500 late fee will 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). <u>Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions</u>.
- 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.: Rufenerc____, being first duly sworn, deposes and says: lom 1. That I am the <u>(MF Project Merce</u> Corporate Office) of (Applicant) and that I am duly STARK TRUSS 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. 1 Signature of Officer) Valerie Parnacott North Station Subscribed and affirmed to me under penalties of perjury Notary Public State of Ohio this 21 day of April , 20 23 Stark County My Commission Expires Jan. 30, 20.27 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:

Ву:_____

Name: _____

Title: _____

Date:_____

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, <u>within</u> **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.