

**Inducement Resolution
Griffiss Local Development Corporation
Griffiss Business & Technology Park Facility
Master Lease and PILOT 2023 Extension**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD EXTENDING THE TERM OF THE GLDC LEASES, EXTENDING THE TERM OF THE GLDC ZERO PILOT AGREEMENTS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT, AUTHORIZING THE AGENCY TO CONDUCT A PUBLIC HEARING AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Griffiss Local Development Corporation, a New York local development corporation ("GLDC"), was formed in 1994 to lead our region's response to the Federal Government's decision to close and/or realign the former Griffiss Air Force Base in the City of Rome and Oneida County and has operated exclusively for the charitable and public/quasi-public purposes of participating in the development and implementation of a comprehensive strategy to maintain, strengthen and expand the uses and viability of the former Griffiss Air Force Base, including, without limitation, the Rome Laboratory; and

WHEREAS, in 1999 GLDC requested that the Oneida County Industrial Development Agency (the "Agency") assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the "GLDC Facilities"); and

WHEREAS, the Agency determined that the GLDC Facilities will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and, as such, approved the same; and

WHEREAS, through a number of transactions that transpired between 2000 and 2018, the Air Force conveyed to the Agency the fee interest in the GLDC Facilities and the Agency leased each of the GLDC Facilities to GLDC under a number of sale-leaseback transactions; and

WHEREAS, over the years the Agency has divested itself of a number of the GLDC Facilities and currently retains fee ownership in lands at Griffiss that can be divided into two broad categories:

(A) 113 ± acres of vacant lands which are developable (collectively, the “Developable Properties”); and

(B) 927 ± acres of lands which are devoted primarily to common area or public uses or lands which have been set aside for other open space purposes including the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the “Open Space Properties”); and

WHEREAS, the Agency currently leases the Developable Properties and the Open Space Properties (collectively, the “GLDC Properties”) to GLDC pursuant to: (1) a Lease Agreement dated as of July 1, 2012 (the “GLDC Master Lease”), (2) a Lease Agreement dated as of November 1, 2012 (the “GLDC Facility XVI Lease”) and (3) a Lease Agreement dated as of August 1, 2013 (the “GLDC Facility XVII Lease” and together with the GLDC Master Lease and the GLDC Facility XVI Lease the “GLDC Leases”); and

WHEREAS, the GLDC Properties are fully exempt from real property taxes pursuant to the terms of the following documents: (1) a PILOT Agreement dated as of July 1, 2012 (the “GLDC Master PILOT”); (2) a PILOT Agreement dated as of November 1, 2012 (the “GLDC Facility XVI PILOT”); and (3) a PILOT Agreement dated as of August 1, 2013 (the “GLDC Facility XVII PILOT” and together with the GLDC Master PILOT and the GLDC Facility XVI PILOT, the “GLDC Zero PILOT Agreements”); and

WHEREAS, under the GLDC Leases, GLDC is obligated to notify the Agency when it enters into a contract to sell or lease any portion of the GLDC Properties to a third party (an “End User”) so GLDC and the Agency can release said property from the GLDC Leases and the GLDC Zero PILOT Agreements; and

WHEREAS, in order to position GLDC so that it can continue its development and/or redevelopment efforts at Griffiss Park, GLDC has applied to the Agency requesting the following (collectively, the “GLDC 2023 Master Lease Extension Project”):

- (a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease;
- (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased described in the GLDC Master Lease (as so amended and restated); and
- (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows:
 - (i) for an additional ten (10) exemption years as to the Developable Properties; and
 - (ii) for an additional ten (10) exemption years as to the Open Space Properties;

provided however that upon notice that GLDC has entered into a contract to sell or lease any portion of the GLDC Properties to an End User, the Agency will convey that portion of the GLDC Properties to GLDC, at which time it will be released from the GLDC Master Lease and the GLDC Master PILOT Agreement; and

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

WHEREAS, the Agency is contemplating approving financial assistance in furtherance of the GLDC 2023 Master Lease Extension Project by extending the Agency's ownership of the GLDC Properties and therefore extending the period of time during which the GLDC Properties will be fully exempt from real property taxes as described above (the "Financial Assistance"), which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy"), and which will be more particularly set forth in a final authorizing resolution; and

WHEREAS, the Company estimates the value of the requested Financial Assistance ranges between \$0 and \$6,781,293.00; and

WHEREAS, attached hereto as **Exhibit A** is a presentation submitted by GLDC with its application materials supporting its request that the Agency deviate from its Policy; and

WHEREAS, prior to the closing of an amended sale-leaseback transaction, and the granting of any Financial Assistance, a public hearing (the "Hearing") will be held so that all persons with views in favor of or opposed to either the Financial Assistance contemplated by the Agency, or the location or nature of the GLDC 2023 Master Lease Extension Project, can be heard; and

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

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

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

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

WHEREAS, to aid the Agency in determining whether the GLDC 2023 Master Lease Extension Project may have a significant effect upon the environment, GLDC has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "Questionnaire") with respect to the GLDC 2023 Master Lease Extension Project, a copy of which is on file at the office of the Agency; and

WHEREAS, in connection with the realignment of Griffiss Air Force Base, the Air Force caused to be prepared a final environmental impact statement ("FEIS") pursuant to the National Environmental Policy Act of 1969 ("NEPA"), assessing the potential environmental impacts of the realignment of the Base, including its conveyance for redevelopment; and

WHEREAS, SEQRA provides that where an FEIS has been prepared pursuant to NEPA, a State Agency has no obligation to prepare an additional statement and may rely upon the federal FEIS to make SEQRA findings; and

WHEREAS, the Common Council of the City of Rome, conducting as lead agency a coordinated SEQRA review of the proposed rezoning of the Base and other actions including the redevelopment of the Base and financing thereof, designated itself as lead agency and determined that the FEIS prepared by the Air Force formed a sufficient basis for the adoption of SEQRA findings without the preparation of an additional FEIS; and

WHEREAS, GLDC and the Agency were both SEQRA involved agencies, the coordinated review for which the Common Council of the City of Rome served as lead agency; and

WHEREAS, on October 14, 1998, the Common Council of the City of Rome adopted SEQRA findings and rezoned the property upon which the Facility is located; and

WHEREAS, the Agency has itself also determined that the FEIS prepared by the Air Force provides a sufficient basis for it to adopt SEQRA findings without the preparation of another FEIS and that the Agency adopted such findings in satisfaction of the requirements of SEQRA.

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

- Section 1.
- (a) The GLDC 2023 Master Lease Extension Project and the Agency's Financial Assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved.
 - (b) It is desirable and in the public interest for the Agency to extend the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated) and enter into an amended sale-leaseback transaction for the purpose of providing financial assistance for the GLDC 2023 Master Lease Extension Project, as reflected in GLDC's application to the Agency and as amended from time to time prior to the closing of the amended sale-leaseback transaction.
 - (c) It is desirable and in the public interest to grant the Financial Assistance and deviate from Policy for the reasons described in Exhibit A attached hereto.

- (d) The SEQRA findings adopted by the Agency previously satisfied the requirements of SEQRA, and no new SEQRA review is required in connection with the GLDC 2023 Master Lease Extension Project.

Section 2.

The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Agency and GLDC setting forth the undertakings of the Agency and GLDC with respect to the closing of the amended sale-leaseback transaction, and the completion of GLDC 2023 Master Lease Extension Project (the "Agreement") is hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

Section 3.

The Agency shall assist GLDC in the GLDC 2023 Master Lease Extension Project, extend the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated), and will provide the Financial Assistance with respect thereto subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of GLDC, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and GLDC upon mutually acceptable terms and conditions for the amendment to the Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the amended sale-leaseback transaction and (vii) payment by GLDC of the fees and disbursements of transaction counsel, more particularly described in the Inducement Agreement.

Section 4.

The Agency hereby waives its transaction fee in connection with the GLDC 2023 Master Lease Extension Project, consistent with its past action in support of the development of the Griffiss Park.

Section 5.

The Agency is hereby authorized and directed to schedule the Hearing, so that the Agency may receive comments from all

interested parties on the financial assistance contemplated by the Agency and the Financial Assistance requested by GLDC.

Section 6. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the amended sale-leaseback transaction.

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

Section 8. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to GLDC; (ii) distribute copies of this resolution (including the reasons for deviating from Policy) and notice of the Hearing by certified mail, return receipt requested, to the Oneida County Executive, the City of Rome Mayor; the Rome City School District Superintendent and the Rome City School District President of Board of Education and (iii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. This resolution shall take effect immediately.

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

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

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency"), with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on March 28, 2023 at eight a.m., local time, at Rome, New York which the following members were:

Members Present – Rome, NY: David Grow, Steve Zogby, Mike Fitzgerald.

Members Present – Sarasota, FL: Ferris Betrus, Mary Faith Messenger, Kirk Hinman, Gene Quadraro.

EDGE Staff Present – Rome, NY: Steven J. DiMeo, Maureen Carney, Tim Fitzgerald, Laura Cohen, Mark Kaucher, Chris Lawrence, Hannah Phillips.

EDGE Staff Present – Sarasota, FL: Shawna Papale

EDGE Staff Present – WebEx: Bill Van Shufflin

Other Attendees: Mark Levitt, Levitt & Gordon; Rome Mayor Jackie Izzo, Jef Saunders, Saunder-Kahler LLP; Wade Abraham, Alder Creek Beverage.

Other Attendees – WebEx: Paul Goldman, Goldman Attorneys PLLC; Linda Romano and Laura Ruberto, Bond, Schoeneck & King; Shelby Pay, WUTR; John Herbrand and Charlie Monte Verde, Mohawk Adirondack & Northern Railroad; Alison Stanulevich, Horsht, LLC; Bob Pagano, Kris-Tech Wire; Patrick Allen and Greg Mountain, Collins Solar LLC; Gregg Evans, The Bonadio Group

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

Voting Aye

Voting Nay

David Grow
Michael Fitzgerald
Ferris Betrus
Kirk Hinman
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

and, therefore, the resolution was declared duly adopted.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of June 20, 2023.

A handwritten signature in cursive script, appearing to read 'Shawna Papale', is written over a horizontal line.

Shawna Papale, Secretary

EXHIBIT A

**RATIONALE FOR EXTENDING GLDC MASTER PILOT AND
REASONS FOR DEVIATING FROM POLICY**



**Griffiss Business and
Technology Park**

**Rationale for Extending
GLDC Master PILOT**



OCIDA Master PILOT for Undeveloped GLDC Lands enable the growth and impact of Griffiss Park

The nature of the Company and the Properties: Pursuant to its Certificate of Incorporation, the Company is operated "... exclusively for the charitable and public/quasi-public purposes of participating in the development and implementation of a comprehensive strategy to maintain, strengthen and expand the uses and viability of the former Griffiss Air Force Base in the City of Rome and Oneida County . . ." The Agency and the Company have been working together since the Company was first established in 1994 to jointly promote redevelopment of the former Griffiss AFB.

The Agency agreed to accept fee title to the Properties from the Air Force under the Memorandum of Understanding, recognizing the importance of a public body accepting responsibility for the stewardship of the Properties. The Agency leases the Properties to the Company as the Company is best suited to operate and oversee development. The Agency's continued ownership of the Properties and lease of the Properties to the Company, and the extension of the Agency's exempt status to the Properties, will promote, encourage and assist the Company in its redevelopment of the Developable Properties and in its stewardship of the Open Space Properties and will thereby advance the job opportunities, general prosperity and economic welfare of Oneida County residents.

The economic condition of the area: The Properties are located in an area that has been designated an economic development zone (Empire Zone) pursuant to Article 18-B of the General Municipal Law, and is therefore located in a "highly distressed area" (as defined in Section 854(18) of the New York General Municipal Law). Redevelopment of this particular area (the former Griffiss AFB) has long been a priority for state and local government officials.

The extent to which financial assistance for the Properties will create or retain permanent, private sector jobs: There are more than 6,000 jobs across 76+ companies at Griffiss Business Park – the bulk of which are permanent, private sector jobs. The Company has been successful in facilitating redevelopment of the former Griffiss AFB, and the proposed Agency financial assistance will support the Company in achieving further success on behalf of the Utica-Rome MSA.

OCIDA Master PILOT for Undeveloped GLDC Lands enable the growth and impact of Griffiss Park

Impact of the proposed tax exemptions on affected tax jurisdictions: The Properties were tax exempt during the 50+ years they were owned by the Government and the 20+ years they have been owned by the Agency. The continuation of the tax-exempt status would not reduce the amount of tax revenue presently realized by the affected tax jurisdictions. In fact, it has empowered GLDC to induce development and tax roll growth every year for the past two decades.

Impact on existing and proposed businesses and economic development projects in the vicinity: Developing the Properties will attract new businesses and investment to the Griffiss Business Park and will also help existing businesses to grow and prosper. Most notably, development of the Park has strengthened the position of the Air Force Research Laboratory, whose impact on the local economy exceeds \$4 Billion annually.

The amount of private sector investment generated or likely to be generated: Since 1995 GLDC has overseen the investment of more than \$950 million in public and private funds in developing the Griffiss Business Park, much of which is private-sector investment. Continuing to develop the remaining Developable Properties will result in new private sector investments to Griffiss Business Park – including increased taxable value, new good-paying jobs, and a stronger economy.

The extent to which additional sources of revenue for municipalities and school districts will be created: The Company's development of the Griffiss Business Park has created more than 76 businesses and generates real property tax/or PILOT revenue in excess of \$4.3 million annually for the benefit of the County of Oneida, the City of Rome and the Rome City School District. Continued development of the Developable Properties will generate additional tax revenues and/or PILOT payments. In the past 5 years, alone, GLDC projects have generated more than \$1 million in new revenue to these taxing jurisdictions.

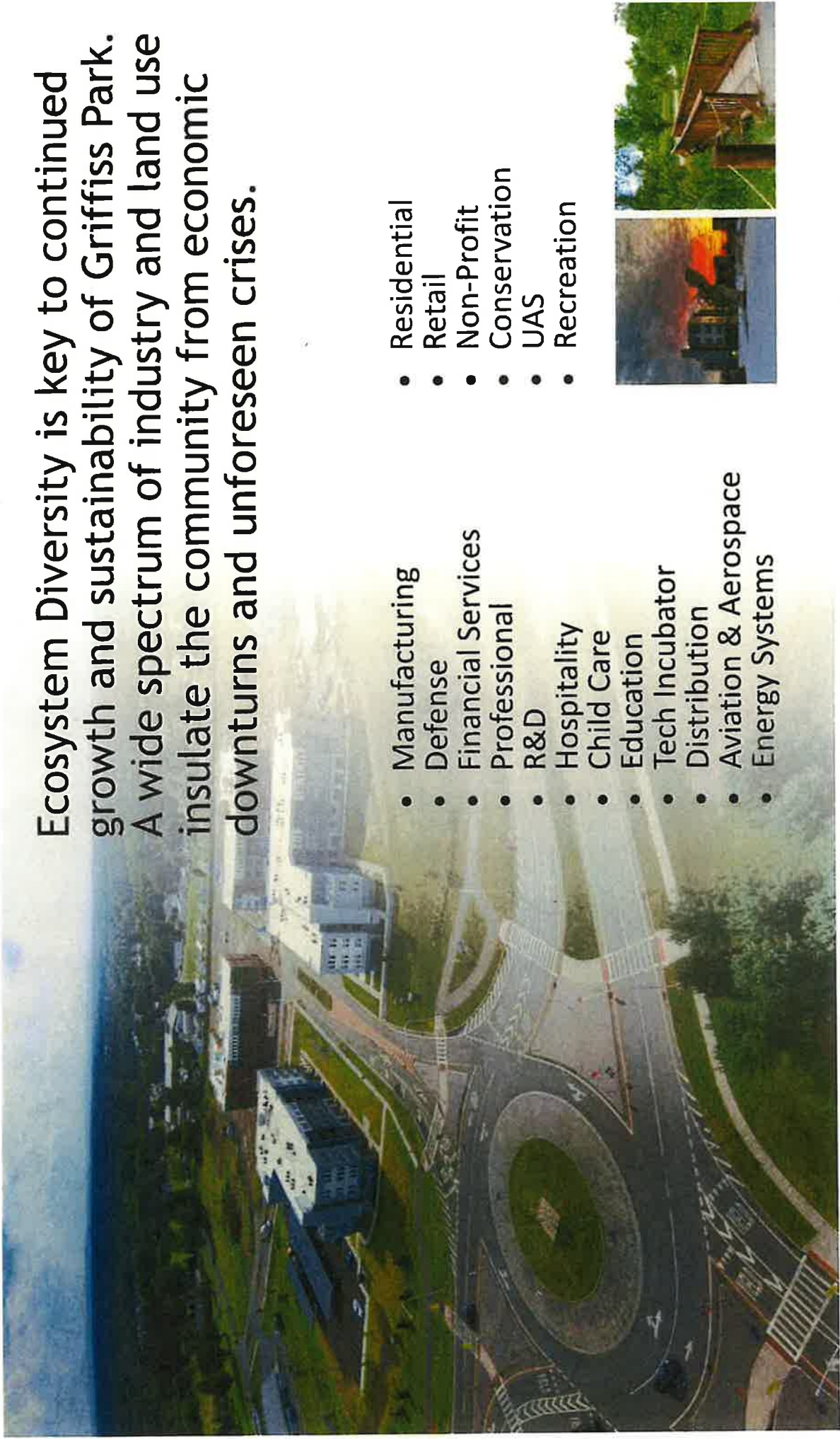
The extent to which redevelopment will provide a benefit (economic or otherwise) not otherwise available within the municipality: Continued stewardship of the Open Space Properties will enable the continued aesthetic development of the Griffiss Business Park (e.g., the Sculpture Park, pedestrian trails, disc golf course, and other amenities). These amenities continue to help our employers to attract top-flight talent and enhance the community's fitness, adventure, health, and wellness opportunities.

Public and Private Investment on Griffiss Park between 1995-2022

	2019	2020	2021	2022	1995-2022 Total
Road Infrastructure/ Airfield Improvements	\$17.33M	\$6M	\$8.6M	\$12.4M	\$131M
Demolition	\$17.3M	-	-	-	\$28.9M
Renovations	\$24.56M	\$14.7M	\$11.2M	\$4.7M	\$233.6M
New Construction	\$11.05M	\$110.9M	\$46.7M	\$23.6M	\$499M
A/E and Fees	\$4.57M	\$8.5M	4.3M	\$1.5M	\$58M
Total Capital Expenditures	\$74,805,600	\$140,149,269	\$70,828,836	\$25,200,000	\$951,020,424

Griffiss Tax Revenue to Municipalities

	2017	2018	2019	2020	2021	2022
Total Griffiss Tax Revenue:	\$3,166,450	\$3,299,110	\$3,679,827	\$3,625,802	\$4,006,802	\$4,347,149
Oneida County	\$475,250	\$497,500	\$637,179	\$582,668	\$639,686	\$662,870
Schools	\$1,592,000	\$1,682,350	\$1,844,747	\$1,882,291	\$2,006,234	\$2,370,306
City of Rome	\$1,099,200	\$1,119,260	\$1,197,900	\$1,160,843	\$1,277,605	\$1,313,973



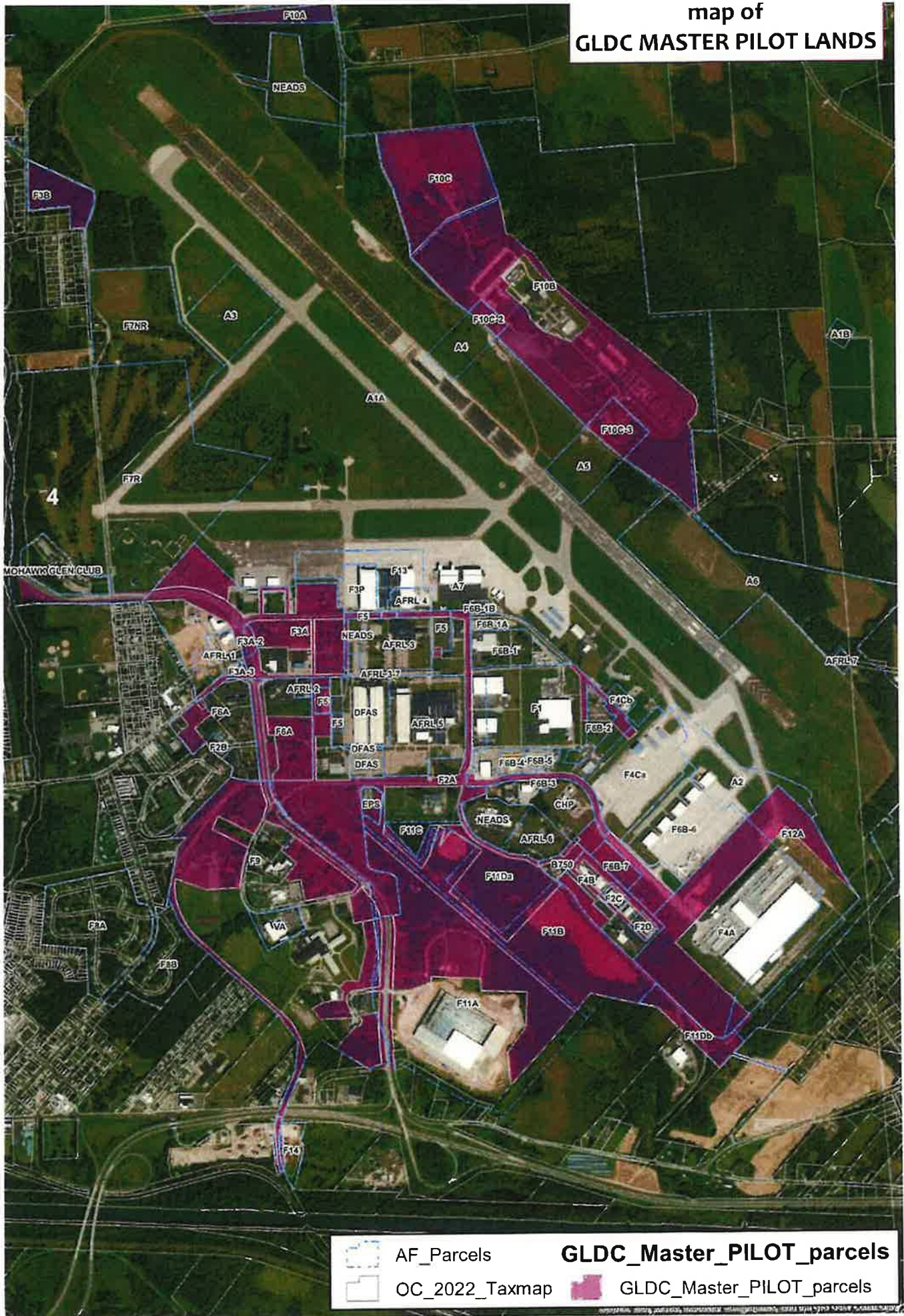
Ecosystem Diversity is key to continued growth and sustainability of Griffiss Park. A wide spectrum of industry and land use insulate the community from economic downturns and unforeseen crises.

- Manufacturing
- Defense
- Financial Services
- Professional
- R&D
- Hospitality
- Child Care
- Education
- Tech Incubator
- Distribution
- Aviation & Aerospace
- Energy Systems

- Residential
- Retail
- Non-Profit
- Conservation
- UAS
- Recreation



map of
GLDC MASTER PILOT LANDS



 AF_Parcels	 GLDC_Master_PILOT_parcel
 OC_2022_Taxmap	 GLDC_Master_PILOT_parcel

map of
GLDC MASTER PILOT LANDS
 --- developable property ---



key	Acres	F_Parcel
1	8.52	F 3A
2	13.28	F 6A
3	2.46	F 6A
4	2.15	F 6A
5	12.40	F 9
6	8.85	F 4A
7	21.79	F 11A
8	6.65	F 3A
9	17.88	F 11Db,12A
10	4.87	F 2A
11	8.79	F 3A
12	7.95	F 9
13	8.01	F 9
14	3.75	F 9

MASTER PILOT

- Developable Properties
- Open Space Properties



map of
 GLDC MASTER PILOT PARCELS
 by a.m.s. inc. March 2023



EXHIBIT C

A. Lands covered by July 1, 2012 GLDC Master Lease accompanying PILOT Agreement

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment¹</u>
206.000-2-76	\$11,000	N/A	\$11,000	\$0	unknown
244.000-3-3.1	\$1,302,794	1,198,520	\$2,501,314	\$0	unknown
224.000-1-6.1	\$4,138,100	2,513,300	\$6,651,400	\$0	unknown
224.000-1-8	\$25,000	N/A	\$25,000	\$0	unknown
243.000-1-1.2	\$1,661,700	1,120,450	\$2,782,150	\$0	unknown
243.000-1-1.3	\$206,580	175,000	\$381,580	\$0	unknown
243.000-1-1.6	\$1,184,400	110,000	\$1,294,400	\$0	unknown
243.000-1-1.9	\$253,000	7,380	\$260,380	\$0	unknown
243.000-1-1.11	\$439,000	N/A	\$439,000	\$0	unknown
243.000-1-1.12	\$1,978,900	20,000	\$1,998,900	\$0	unknown
243.000-1-1.14	\$34,000	N/A	\$34,000	\$0	unknown
243.000-1-1.22	\$231,700	N/A	\$231,700	\$0	unknown
243.000-1-1.25	\$746,300	N/A	\$746,300	\$0	unknown

¹ As substantial portion of the leased premises consists of streets and other infrastructure (e.g., the water distribution system, the sanitary sewer and the storm water drainage system) which has been maintained by the City of Rome for years pursuant to the October 1, 2003 Service Fee Payment Agreement and which is slated to be conveyed over to the City of Rome this year. Various of the tax parcels appear to be over assessed.

243.000-1-1.33	\$194,900	41,200	\$236,100	\$0	unknown
243.000-1-1.55	\$58,000	531,650	\$589,650	\$0	unknown
243.000-1-1.57	\$25,000	N/A	\$25,000	\$0	unknown
243.000-1-1.62	N/A	8,700,000	\$8,700,000	\$0	unknown
224.000-1-3.1	\$1,120,000	242,500	\$1,362,500	\$0	unknown

B. Lands covered by November 1, 2012 GLDC Facility XVI Lease and accompanying PILOT Agreement

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment</u>
243.000-1-1.47	\$111,500	N/A	\$111,500	\$0	unknown
243.000-1-1.46	\$1,170,700	N/A	\$1,170,700	\$0	unknown
224.000-1-11	\$203,200	182,900	\$386,100	\$0	unknown
224.000-1-10	\$67,200	N/A	\$67,200	\$0	unknown

C. Lands covered by August 1, 2013 GLDC Facility XVII Lease and accompanying PILOT Agreement

<u>Tax Map Parcel #</u>	<u>Current Land Assessment</u>	<u>Current Building Assessment</u>	<u>Current Total Assessment</u>	<u>Current Total Taxes Amount (\$)</u>	<u>Estimated Post-Project Assessment</u>
243.000-1-1.51	\$45,824	\$250,000	\$295,825	\$0	unknown
243.000-1-1.52	\$17,500	N/A	\$17,500	\$0	unknown
TOTAL	\$63,325	\$250,000	\$313,325	\$0	unknown
GRAND TOTAL of A, B & C	\$15,226,299	\$15,092,900	\$30,319,199	\$0	unknown

EXHIBIT B

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 25th day of April 2023 at 10:00, local time, at 584 Phoenix Drive, Rome, New York in connection with the following matters:

Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "GLDC") previously requested the Agency assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the "GLDC Facilities").

Over the years, the Air Force conveyed to the Agency the fee interest in the GLDC Facilities and the Agency leased each of the GLDC Facilities to GLDC under a number of sale-leaseback transactions. The Agency currently retains fee ownership in lands at Griffiss that can be divided into two broad categories: (A) 113 ± acres of vacant lands which are developable (collectively, the "Developable Properties") and (B) 927 ± acres of lands which are devoted primarily to common area or public uses or lands which have been set aside for other open space purposes including the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the "Open Space Properties"). The Agency currently leases the Developable Properties and the Open Space Properties (collectively, the "GLDC Properties") to GLDC pursuant to: (1) a Lease Agreement dated as of July 1, 2012 (the "GLDC Master Lease"), (2) a Lease Agreement dated as of November 1, 2012 (the "GLDC Facility XVI Lease") and (3) a Lease Agreement dated as of August 1, 2013 (the "GLDC Facility XVII Lease" and together with the GLDC Master Lease and the GLDC Facility XVI Lease the "GLDC Leases"). The GLDC Properties are fully exempt from real property taxes pursuant to the terms of: (1) a PILOT Agreement dated as of July 1, 2012 (the "GLDC Master PILOT"); (2) a PILOT Agreement dated as of November 1, 2012 (the "GLDC Facility XVI PILOT"); and (3) a PILOT Agreement dated as of August 1, 2013 (the "GLDC Facility XVII PILOT" and together with the GLDC Master PILOT and the GLDC Facility XVI PILOT, the "GLDC Zero PILOT Agreements"). Under the GLDC Leases, GLDC is obligated to notify the Agency when it enters into a contract to sell or lease any portion of the GLDC Properties to a third party (an "End User") so GLDC and the

Agency can release said property from the GLDC Leases and the GLDC Zero PILOT Agreements.

In order to position GLDC so that it can continue its development and/or redevelopment efforts at Griffiss Park, GLDC has applied to the Agency requesting the Agency assist with the following (collectively, the "GLDC 2023 Master Lease Extension Project"): (a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease; (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased premises described in the GLDC Master Lease (as so amended and restated); and (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows: (i) for an additional ten (10) exemption years as to the Developable Properties; and (ii) for an additional ten (10) exemption years as to the Open Space Properties. Upon notice that GLDC has entered into a contract to sell or lease any portion of the GLDC Properties to an End User, the Agency will convey that portion of the GLDC Properties to GLDC, at which time it will be released from the GLDC Master Lease and the GLDC Master PILOT Agreement. At the end of the lease term, the Agency will convey the remaining GLDC Properties to GLDC.

The Agency is contemplating providing the above described financial assistance in connection with the GLDC 2023 Master Lease Extension Project, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy. The Agency is considering deviating from Policy for the reasons described in the Inducement Resolution adopted by the Agency on March 28, 2023 and to be confirmed in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to GLDC or the location or nature of the GLDC 2023 Master Lease Extension Project. Comments may also be submitted to the Agency in writing or electronically. Minutes of the Public Hearing will be transcribed and posted on the Agency's website with a video recording of the hearing. A copy of the Application for Financial Assistance filed by GLDC with the Agency, including an analysis of the costs and benefits of the proposed GLDC 2023 Master Lease Extension Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York and on the Agency's website.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: April 6, 2023

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

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency GLDC 2023 Master Lease Extension Project Expansion Project

1. Mark Kaucher, representing the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order at 10:00 a.m.
2. Mr. Kaucher also recorded the minutes of the hearing.
3. Mr. Kaucher then described the proposed project and related financial assistance as follows:

Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "GLDC") previously requested the Agency assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the "GLDC Facilities").

Over the years, the Air Force conveyed to the Agency the fee interest in the GLDC Facilities and the Agency leased each of the GLDC Facilities to GLDC under a number of sale-leaseback transactions. The Agency currently retains fee ownership in lands at Griffiss that can be divided into two broad categories: (A) 113 ± acres of vacant lands which are developable (collectively, the "Developable Properties") and (B) 927 ± acres of lands which are devoted primarily to common area or public uses or lands which have been set aside for other open space purposes including the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the "Open Space Properties"). The Agency currently leases the Developable Properties and the Open Space Properties (collectively, the "GLDC Properties") to GLDC pursuant to: (1) a Lease Agreement dated as of July 1, 2012 (the "GLDC Master Lease"), (2) a Lease Agreement dated as of November 1, 2012 (the "GLDC Facility XVI Lease") and (3) a Lease Agreement dated as of August 1, 2013 (the "GLDC Facility XVII Lease" and together with the GLDC Master Lease and the GLDC Facility XVI

Lease the “GLDC Leases”). The GLDC Properties are fully exempt from real property taxes pursuant to the terms of: (1) a PILOT Agreement dated as of July 1, 2012 (the “GLDC Master PILOT”); (2) a PILOT Agreement dated as of November 1, 2012 (the “GLDC Facility XVI PILOT”); and (3) a PILOT Agreement dated as of August 1, 2013 (the “GLDC Facility XVII PILOT” and together with the GLDC Master PILOT and the GLDC Facility XVI PILOT, the “GLDC Zero PILOT Agreements”). Under the GLDC Leases, GLDC is obligated to notify the Agency when it enters into a contract to sell or lease any portion of the GLDC Properties to a third party (an “End User”) so GLDC and the Agency can release said property from the GLDC Leases and the GLDC Zero PILOT Agreements.

In order to position GLDC so that it can continue its development and/or redevelopment efforts at Griffiss Park, GLDC has applied to the Agency requesting the Agency assist with the following (collectively, the “GLDC 2023 Master Lease Extension Project”): (a) to amend and restate the GLDC Master Lease so as to include the leased premises currently covered by each of the GLDC Facility XVI Lease and the GLDC Facility XVII Lease with the leased premises currently covered by the GLDC Master Lease; (b) to amend and restate the GLDC Master PILOT Agreement so that it covers all of the leased premises described in the GLDC Master Lease (as so amended and restated); and (c) to extend the term of the GLDC Master Lease (as so amended and restated) and the accompanying GLDC Master PILOT Agreement (as so amended and restated) as follows: (i) for an additional ten (10) exemption years as to the Developable Properties; and (ii) for an additional ten (10) exemption years as to the Open Space Properties. Upon notice that GLDC has entered into a contract to sell or lease any portion of the GLDC Properties to an End User, the Agency will convey that portion of the GLDC Properties to GLDC, at which time it will be released from the GLDC Master Lease and the GLDC Master PILOT Agreement. At the end of the lease term, the Agency will convey the remaining GLDC Properties to GLDC.

The Agency is contemplating providing the above described financial assistance in connection with the GLDC 2023 Master Lease Extension Project, which financial assistance is a deviation from the Agency’s Uniform Tax Exemption Policy. The Agency is considering deviating from Policy for the reasons described in the Inducement Resolution adopted by the Agency on March 28, 2023 and to be confirmed in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

4. Mr. Kaucher then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the

GLDC 2023 Master Lease Extension Project. Attached is a listing of the persons heard and a summary of their views.

5. Mr. Fitzgerald then asked if there were any further comments, and, there being none, the hearing was closed at 10:15 a.m.



Mark Kaucher

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/Executive Director

Timothy Fitzgerald
Assistant Secretary



David C. Grow
Chairman

Michael Fitzgerald
Vice Chairperson

Mary Faith Messenger
Treasurer

Ferris Betrus, Jr.
Kirk Hinman
Eugene Quadraro
Stephen Zogby

TO: OCIDA Board of Directors

FROM: Mark Kaucher

DATE: April 25th, 2023

RE: GLDC Master Lease
April 25, 2023 Public Hearing Minutes
584 Phoenix Drive, Rome NY

Representing the Agency: Mark Kaucher

Other Attendees: Joseph E. Saunders representing Griffiss Local Development Corp.

Public hearing opened at 10:00 AM.

Reading of the public hearing notice was waived, upon consensus of the attendees.

No comments were made.

Public Hearing was closed at 10:15 AM.

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

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

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Agency") on April 25, 2023 at 10:00 a.m. local time, 584 Phoenix Drive, City of Rome, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of June 20, 2023.


Shawna Papale, Secretary

AFFIDAVIT OF PUBLICATION

Rome Sentinel

State of New York,

County of, Oneida,

The undersigned is the authorized designee of **Rome Sentinel**, a **Daily Newspaper** published in **Oneida County, New York**. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

April 11, 2023

This newspaper has been designated by the County Clerk of **Oneida County**, as a newspaper of record in this county, and as such, is eligible to publish such notices.



Signature

Eliot T. Putnam

Printed Name

Subscribed and sworn to before me,

This 12 day of April 2023


Notary Signature

MARY BETH ALESCIO WALLING
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AL5056219
Qualified in Saratoga County
My Commission Expires March 04, 2026

Notary Public Stamp

AFFIDAVIT OF PUBLICATION*Rome Sentinel*

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 25th day of April 2023 at 10:00 a.m., local time, at 584 Phoenix Drive, Rome, New York in connection with the following matters:

Griffiss Local Development Corporation, on behalf of itself and/or the principals of Griffiss Local Development Corporation, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "GLDC") previously requested the Agency assist in (i) the acquisition from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") of certain parcels of land measuring approximately 1,600 acres in the aggregate at the former Griffiss Air Force Base and the numerous buildings situated thereon; (ii) demolition of and renovations to the existing buildings and construction of certain additions thereto; (iii) construction of new buildings; and (iv) the acquisition and installation of equipment thereon, to be used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (collectively, the "GLDC Facilities").

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AFFIDAVIT OF PUBLICATION*Rome Sentinel*

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ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AFFIDAVIT OF PUBLICATION

Rome Sentinel

By:/s/ Shawna M. Papale, Executive Director Dated: April 6, 2023

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Timothy Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
L. Michael Fitzgerald, Vice Chairman
Mary Faith Messenger, Treasurer

Ferris Betrus Jr.
Kirk Hinman
Eugene Quadraro
Steven Zogby

April 6, 2023

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Joseph Mellace, President
Board of Education
Rome City School District
409 Bell Street
Rome, New York 13440

Jacqueline M. Izzo, Mayor
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Peter C. Blake
Superintendent of Schools
Rome City School District
409 Bell Street
Rome, New York 13440

**Re: *Griffiss Local Development Corporation 2023 Master Lease and PILOT
Amendment, Restatement and Extension
(Griffiss Business and Technology Park Facility)***

Ladies and Gentlemen:

On March 28, 2023 Oneida County Industrial Development Agency (the "Agency") adopted an inducement resolution granting preliminary approval for financial assistance in support of the above-referenced project. Enclosed is a copy of the inducement resolution that describes the project and the proposed financial assistance.

The proposed financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy") in the following respects: the Developable Properties and the Open Space Properties (as defined in the Inducement Resolution) will be fully exempt from real property taxes for a period of ten exemption years. The reasons the Agency is deviating from Policy are described in Exhibit A to the Inducement Resolution.

Anthony J. Picente, Jr.
Jacqueline M. Izzo
Joseph Mellace
Peter C. Blake
April 6, 2023
Page 2

On April 25, 2023 at 10:00 a.m., at 584 Phoenix Drive, Rome, New York, the Agency will conduct a public hearing regarding this project. Enclosed is a copy of the Notice of Public Hearing, which has been submitted to the *Daily Sentinel*, Rome, New York for publication. The Agency will consider a final authorizing resolution on May 5, 2023 at 8:00 a.m., which meeting will be held at the offices of the Agency

You are welcome to attend such hearing, at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project and the proposed financial assistance. You are also welcome to submit your written comments to the Agency prior to the public hearing.

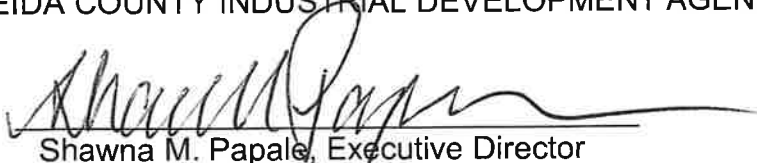
We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993 and Chapter 766 of the Laws of 2022, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 315-338-0393 or by email at spapale@mvedge.org.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:



Shawna M. Papale, Executive Director

Enclosures: Inducement resolution, deviation reasons, notice of public hearing

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Total Postage and Fees \$ <u>9.96</u>	
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Total Postage and Fees \$ <u>9.96</u>	
Sent To	Peter C. Blake, Superintendent Rome City School District 409 Bell Street Rome, New York 13440
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Total Postage and Fees \$ <u>9.96</u>	
Sent To	Joseph Mellace, President Board of Education Rome City School District 409 Bell Street Rome, New York 13440
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<p>1. Article Addressed to:</p> <p>Mr. Anthony J. Picente, Jr. Oneida County Executive Oneida County Office Building 800 Park Avenue Utica, New York 13501</p>  <p>9590 9402 5433 9189 6207 16</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>
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<p>1. Article Addressed to:</p> <p>Jacqueline M. Izzo, Mayor City of Rome Rome City Hall 198 North Washington Street Rome, New York 13440</p>  <p>9590 9402 5433 9189 6207 23</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>
<p>7021 2720 0001 8223 3176</p>	<p>Registered Mail Restricted Delivery (Over \$500)</p>
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ROME, NY 13440

April 10, 2023, 11:01 am

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UTICA, NY 13501

April 10, 2023, 11:02 am

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