

**TERMS OF FINANCIAL ASSISTANCE**  
**Board Summary**

**General Project Information**

Company: Griffiss Local Development Corporation Master PILOT

Description of Project:

Request that the OCIDA continue to retain fee ownership of the Griffiss Properties with Agency's real property tax exempt status to promote, encourage and assist the GLDC in its development of the Developable Properties and its stewardship of the Open Space Properties and will thereby advance the job opportunities, general prosperity and economic welfare of the residents of Oneida County at the Griffiss Business and Technology Park. The OCIDA's continued involvement at Griffiss will further (a) attracting new businesses, (b) growing existing businesses, (c) stimulating additional private investment, (d) creating and/or retaining jobs (particularly private sector jobs), (e) strengthening the competitive position of the Air Force Research Lab (a major economic driver in our area), (f) generating additional tax/PILOT payment revenues for the benefit of the County of Oneida, the City of Rome and the Rome City School District, and (g) enhancing the area's quality of life through the Company's continued stewardship of the Open Space Properties (e.g., the Sculpture Park, the trail system, the disc golf course, etc.), all of which has long been a priority for region.

Type of Facility: industrial, commercial, retail, market rate housing, community solar, community facilities, vacant land, utilities

Will Project involve the abandonment of a facility? No

**Request for Financial Assistance**

PILOT - Length of PILOT: 10 years

Affected Tax Jurisdictions: County of Oneida, City of Rome, Rome School District

Describe PILOT Payments: 100% Exempt

Deviation from UTEP: Yes

Current real estate taxes or current PILOT on property: \$9,278,164 (with disclaimer)

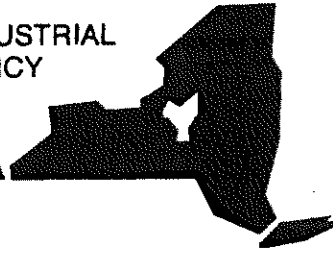
Estimated PILOT Benefit (with disclaimer): PILOT Benefit Total - \$ 6,781,293 (6j)

**Company Obligations for Financial Assistance**

- There is no job development associated with this PILOT
- Continue with the efforts set forth in the Memorandum of Understanding (MOU) executed among the parties at the time of the BRAC realignment of which the OCIDA, Air Force, GLDC, taxing jurisdictions, and others
- Continue the development and redevelopment of the GB&TP and the continued stewardship of the open spaces and undevelopable parcels

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



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## 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.**

Griffiss Master Lease/PILOT Consolidation & Extension

Project Name

Date of Submission

March 28, 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 electronically as a .pdf file separate from the application, but 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. **All applications must include a completed and signed NYS SEQR form and Cost Benefit Analysis form (please consult with OCIDA) before the application is considered complete.**

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:** Griffiss Local Development Corporation

**1(b) Principal Address:** 584 Phoenix Drive  
Rome, New York 13441

**1(c) Telephone/Facsimile Numbers:** Telephone:(315) 338-0393  
Facsimile: (315) 338-5694

**1(d) Email Address:** sjdimeo@mvedge.org

**1(e) Federal Identification Number:** 16-1471446

**1(f) Contact Person:** Steven J. DiMeo, Authorized Representative

**1(g) Is the Applicant a**  Corporation: **If Yes, Public**  **Private**   
**If public, on which exchange is it listed?**

Subchapter S  
 Sole Proprietorship  
 General Partnership  
 Limited Partnership  
 Limited Liability Corporation/Partnership  
 Single-Member LLC (name and EIN below):

Name: \_\_\_\_\_  
EIN #: \_\_\_\_\_

DISC  
 Other(specify) Not-For-Profit Local Development Corporation

**1(h) State of Organization (if applicable)** New York



**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 Ownership
Applicant is a not-for-profit local development corporation. There are no persons or entities which have "equity holdings" in Applicant. The members of Applicant are its voting directors. Applicant's members have no interest in the earnings, assets or property of Applicant.		

2(b) Is the Applicant, or any of the individuals listed in 2(a) above, related directly or indirectly to any other entity by more than 50% common ownership? **If Yes**, indicate name of such entity and the relationship.  Yes  No

Applicant holds a 99.99% membership interest in Cardinal Griffiss Realty, LLC ("CGR"), a New York limited liability company. Applicant also holds a 55% membership interest in 99 Otis Street, LLC, ("99 Otis"), a New York limited liability company. For accounting purposes, CGR and 99 Otis are considered to be subsidiaries of Applicant.

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

**Applicant's Counsel and Accountant**

**3(a) Applicant's Attorney**

Name/Title: Joseph E. Saunders , Esq.  
Firm: Saunders Kahler, L.L.P.  
Address: 185 Genesee Street  
Utica, New York 13501  
Telephone/Fax: Telephone: (315) 733-0419; Facsimile: (315) 724-8522  
Email: jsaunders@saunderskahler.com

**3(b) Applicant's Accountant**

Name/Title: Maureen J. Carney  
Firm: Mohawk Valley EDGE  
Address: 584 Phoenix Drive  
Rome, New York 13441  
Telephone/Fax: Telephone: (315) 338-0393; Facsimile (315) 338-5694  
Email: mcarney@mvedge.org

**Business Description**

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

The Applicant is the entity primarily responsible for the re-development of the former Griffiss Air Force Base ("Griffiss AFB"), including that 1,600± acre portion thereof known as the Griffiss Business & Technology Park (the "Griffiss Business Park"). Applicant has developed, and is developing, the Griffiss Business Park in accordance with the Master Reuse Strategy for Griffiss AFB prepared by Hamilton, Rabinowitz & Alschuler, Inc. and others (circa 1995).

**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.

A Project Description is attached hereto and made a part hereof as Exhibit A.

**Reasons for Project**

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

The Applicant's reasons for undertaking the Project are set forth in the Project Description attached hereto and made a part hereof as Exhibit A.

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

The Agency's involvement is necessary to assure (a) that Applicant's Developable Properties will be exempt from real property taxes for at least another ten (10) exemption years and (b) that Applicant's Open Space Properties will be exempt from real property taxes for at least another forty-nine (49) exemption years.

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?

The possibility exists that the Applicant would be unable to successfully continue the economic re-use and re-development of the former Griffiss AFB, including the Griffiss Business Park, which economic re-use and re-development generally is desired by the leadership of the affected tax jurisdictions, regional business leaders, and the region's citizenry.

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?

Yes     No    If Yes, please explain briefly.

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 State?

Yes     No

**If Yes**, is the proposed project reasonably necessary to preserve the competitive position of the Applicant in its respective industry?     Yes     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.

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).

Since its formation in 1994, the Applicant has secured financial assistance in terms of its funding from various sources including the Federal Government and the State of New York (including various of its agencies, departments, public benefit corporations and other instrumentalities) to assist it with its mission of developing and/or redeveloping Griffiss.

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.

The United States Department of Commerce, Economic Development Administration awarded a \$2,580,000 grant to Applicant to assist Applicant in its efforts to convert seven (7) buildings at Griffiss from steam heat to natural gas heat. Additionally, New York State recently awarded Applicant \$1,000,000 in base redevelopment funding to be used by Applicant to undertake improvements and expand the availability of childcare services at Griffiss.

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 square footage the use represents):

Please provide percentage of sq. footage for each use (if more than one category):

- |  |                                    |
|--|------------------------------------|
| <input checked="" type="checkbox"/> Manufacturing                  | <input type="text" value="unk"/> % |
| <input checked="" type="checkbox"/> Industrial Assembly or Service | <input type="text" value="unk"/> % |
| <input checked="" type="checkbox"/> Back office operations         | <input type="text" value="unk"/> % |
| <input checked="" type="checkbox"/> Research and Development       | <input type="text" value="unk"/> % |
| <input checked="" type="checkbox"/> Technology/Cybersecurity       | <input type="text" value="unk"/> % |
| <input checked="" type="checkbox"/> Warehousing                    | <input type="text" value="unk"/> % |
| <input checked="" type="checkbox"/> Commercial or Recreational     | <input type="text" value="unk"/> % |
| <input type="checkbox"/> Retail                                    | <input type="text"/> %             |

- |                             |  |  |
|-----------------------------|--|--|
| <b>Add Housing Addendum</b> | <input type="checkbox"/> Residential housing (specify) _____                   | <input type="text"/> %                 |
|                             | <input type="checkbox"/> Pollution Control (specify) _____                     | <input type="text"/> %                 |
|                             | <input type="checkbox"/> Environmental (e.g., Brownfield) (specify) _____      | <input type="text"/> %                 |
| <b>Add Solar Addendum</b>   | <input checked="" type="checkbox"/> Other (specify ie; renewable energy) _____ | <input type="text" value="unknown"/> % |

Re-development of former USAF Facility. General economic re-use, development and/or re-development of former Griffiss AFB.

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

- Acquisition of land
- Acquisition of existing building
- Renovations to existing building
- Construction of addition to existing building
- Demolition of existing building or part of building
- Construction of a new building
- Acquisition of machinery and/or equipment
- Installation of machinery and/or equipment
- Other (specify) Re-development of former USAF Facility. General economic re-use, development and/or re-development of former Griffiss AFB. \_\_\_\_\_

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).

<u>Assistance Requested</u>	<u>Estimated Values</u>
<input checked="" type="checkbox"/> Real Property Tax Abatement (value of PILOT savings)	\$ _____
<input type="checkbox"/> Mortgage Tax Exemption (.75%) \$ _____	
Amount of mortgage: \$ _____	
<input type="checkbox"/> Sales and Use Tax Exemption ** (8.75%) \$ _____	(Not available for solar)
Value of goods/services to be exempted from sales tax: \$ _____	
<input type="checkbox"/> Issuance by the Agency of Tax Exempt Bonds(bond dollar value)\$ _____	

**\*\* TOTAL EXEMPTION ASSISTANCE REQUESTED:**

Is the financial assistance requested by the Applicant consistent with the IDA's Uniform Tax Exemption Policy?  Yes  No

**If No**, please provide a written statement describing the financial assistance being requested and detailing the reasons the IDA should consider deviating from its Policy.

Applicant is requesting its existing Master PILOT Agreement to be amended to include the lands covered by the GLDC Facility XVI PILOT Agreement in addition to the land currently covered by the existing GLDC Master PILOT and that the term of the GLDC Master PILOT (and accompanying Lease Agreement) be extended for an additional (a) ten (10) exemption years with respect to the Developable Properties and (b) forty-nine (49) exemption years for the Open Space Properties.

**\*\* 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:**

For the most part, the land comprising the Developable Property, the Open Space Property and the Railroad Property do not have a specific street addresses.

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

City of Rome

**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.)?**

Applicant currently uses the Developable Property, the Open Space Property and the Railroad Property in furtherance of its corporate purposes. Prior thereto, the facility site was part of Griffiss AFB and was used for multiple purposes associated with an active

**7(e) Zoning Classification of location of the project:**

Griffiss Business Redevelopment District (GB)

**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.***

Please see the Project Description attached hereto and made a part hereof as Exhibit A.

7(g) Has construction or renovation commenced?  Yes  No

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

Not Applicable.

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

Construction Commencement: \_\_\_\_\_

Construction completion: \_\_\_\_\_

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.

Generally, any projects which take place on the Developable Properties would at a minimum require site plan approval from the City of Rome Planning Board, a City of Rome Building Permit. Depending on the nature and/or character of such project, additional federal and/or state permits, approvals and/or authorizations may be required.

Has the Project received site plan approval from the Planning Department?

Yes  No  N/A

**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?  Yes  No

**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? unknown years

7(k) Is the site in a former Empire Zone?  Yes  No

**If Yes**, which Empire Zone: \_\_\_\_\_

Is project located in a Federal HUB Zone or distressed area:  Yes  No  
Provide detail.

Rome



**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  No **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 AND 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?

Yes  No

**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.

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

Legal Name: Oneida County Industrial Development Agency  
Address: 584 Phoenix Drive  
Rome, New York 13441  
Telephone: (315) 338-0393  
Balance of Mortgage: N/A  
Holder of Mortgage: N/A

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.

Please see Project Description attached hereto and made a part hereof as Exhibit A.

**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  No. **If Yes**, please explain.

Please see Project Description attached hereto and made a part hereof as Exhibit A.

**9(c)** Will a related real estate holding company, partnership or other entity, be involved in the ownership structure of the transaction?  
 Yes  No. **If Yes**, please explain.

**9(d)** Will the title owner of the facility/property also be the user of the facility?  
 Yes  No **If Yes**, please explain.

9(e) Is the Applicant currently a tenant in the facility?  Yes  No

9(f) Are you planning to use the entire proposed facility?  
 Yes  No

**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>Name of Tenant</u>	<u>Floors Occupied</u>	<u>Sq. Ft. Occupied</u>	<u>Nature of Business</u>

9(g) Are any of the tenants related to the owner of the facility?  
 Yes  No **If Yes**, please explain.

9(h) Will there be any other users utilizing the facility?  
 Yes  No

**If Yes**, please explain. Provide detail of the contractual arrangement including any financial exchange for the use of the site or property.

A significant amount of the Open Space Property is currently used by the public (e.g., the Sculpture Park, the trail system and the disc golf course).

### Part VI: 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.

Not applicable

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.

Not applicable.

10(c) What is the useful life of the equipment? \_\_\_\_\_ years

**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.

0

**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?

Yes  No **If Yes**, explain below.

See Project Description attached hereto and made a part hereof as Exhibit A.

**11(c)** Have you experienced any employment changes (+ or -) in the last three (3) years?

Yes  No **If Yes**, explain below.

**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 BEFORE Project	Location 1	Location 2	Location 3	Location 4	Location 5	
Address in NYS						<b>Total</b>
Full-Time Company						
Full-Time Independent Contractors						
Full-Time Leased						
<b>A. Total Full-Time BEFORE</b>						
Part-Time Company						
Part-Time Independent Contractors						
Part-Time Leased						
<b>B. Total FTE Part-Timers BEFORE</b>						
<b>C. Total FTE BEFORE*</b>						

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

<b>Number of Jobs AFTER Project (within 3 years of project completion)</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	<b>Total</b>
Full-time Company						
Full-Time Independent Contractors						
Full-Time Leased						
<b>A. Total Full-Time AFTER</b>						
Part-Time Company						
Part-Time Independent Contractors						
Part-Time Leased						
<b>B. Total FTE Part-Timers AFTER</b>						
<b>C. Total FTE AFTER *</b>						

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

<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</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Location 3</b>	<b>Location 4</b>	<b>Location 5</b>	<b>Total</b>
<b>A. Full-Time</b>						
<b>B. FTE Part-Timers</b>						
<b>C. Total AFTER</b>						

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

**Provide Any Notes To Job Information Below**

Please see Project Description attached hereto and made a part hereof as Exhibit A.

SALARY AND BENEFITS	Retained Jobs		Created Jobs	
	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)	Average Annual Salary per employee	Average Fringe Benefits (as a percentage of wages)
Management	\$	%	\$	%
Administrative	\$	%	\$	%
Production	\$	%	\$	%
Independent Contractor	\$	%	\$	%
Other	\$	%	\$	%
Overall Weighted Average	\$	%	\$	%

\*\*\* 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:

Not applicable.

**Part VIII: Estimated Project Cost and Financing**

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

LAND Acquisition	\$	0	(If lease value use OTHER below)
Existing Building(s) ACQUISITION	\$	0	
Existing Building(s) RENOVATION	\$	0	
NEW Building(s) CONSTRUCTION	\$	0	
Site preparation/parking lot construction	\$	0	
Machinery & Equipment that is TAXABLE	\$	0	
Machinery & Equipment that is TAX-EXEMPT	\$	0	
Furniture & Fixtures	\$	0	
Installation costs	\$	0	
Architectural & Engineering	\$	0	
Legal Fees (applicant, IDA, bank, other counsel)	\$	0	
Financial (all costs related to project financing)*	\$	0	
Permits (describe below)	\$	0	
Other (describe below) ie: solar decommissioning expense)	\$		

Other:	Cost:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Subtotal \$

Agency Fee<sup>1</sup> \$ Applicant requests waiver

**Total Project Cost** \$

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

<sup>1</sup> See Attached Fee Schedule (Page 22) for Agency Fee amount to be placed on this line.

Permit/Other Information

**12(b)** Has the Applicant contacted any bank, financial institution or private investor with respect to financing the proposed project?  Yes  No **If Yes**, please provide details below.

**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**

Bank Financing: ----- \$ N/A

Equity (excluding equity that is attributed to grants/tax credits) -- \$ N/A

Tax Exempt Bond Issuance (if applicable) ----- \$ N/A

Taxable Bond Issuance (if applicable) ----- \$ N/A

Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.----- \$ N/A

Identify each Public state and federal grant/credit:

Comments:

Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	
Source	<input type="text"/>	\$ <input type="text"/>	

Total Sources of Funds for Project Costs: \$

**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 Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount (\$)	Estimated Post-Project Assessment
See: Exhibit C					

**13(b)** Will the entirety of each tax parcel be subject to the PILOT?  YES  NO

**13(c)** If the entirety of each parcel will not be subject to the PILOT, will the municipality require a subdivision?  YES  NO

**\*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 of Receiver of Town and/or Village Taxes (include all jurisdictions):

City of Rome  
\_\_\_\_\_  
198 North Washington Street  
\_\_\_\_\_  
Rome, New York 13440  
\_\_\_\_\_

13(e) Address of Receiver of School Taxes:

Rome City School District  
\_\_\_\_\_  
Bell Road  
\_\_\_\_\_  
Rome, New York 13340  
\_\_\_\_\_

13(f) Has the current property owner or user been granted an Ag-District exemption on the tax map parcel anytime during the past 4 years?

Yes  No

If Yes explain below.

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

## NYS SEQRA Environmental Review

- The applicant must complete, sign and return to the IDA either the Short Form Environmental Assessment Form (SEAF) or 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.

## **Agency Fee Schedule**

Commitment Fee: \$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:            ½ of 1% of total bond amount

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

- o Up to a \$1.0 Million project - \$5,000
- o Above \$1.0 Million project up to \$10.0 Million project – ½ of 1% of total project cost.
- o Above \$10.0 Million project – ½ of 1% of total project cost up to \$10.0 Million plus incremental increase of ¼ of 1% of total project above \$10.0 Million.
- o 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 be charged to the Applicant for each 30-day period the report is late beyond the due date, up until the time the report is submitted. Failure to provide such reports as provided in the transaction documents will be an Event of Default under the Lease (or Leaseback) Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Annual Employment, Tax Exemption & Bond Status Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- 3. Absence of Conflict of Interest.** The Applicant has consulted the Agency website of the list of the Agency members, officers and employees of the Agency. No member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein after described (if none, state "none"):
- 4. Hold Harmless.** Applicant hereby releases the Agency and its members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final

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

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

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

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

STATE OF NEW YORK  
COUNTY OF ONEIDA

Steven J. DiMeo, being first duly sworn, deposes and says:

1. That I am the Authorized Representative (Corporate Office) of Griffiss Local Development Corporation (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 22 day of March, 2023.

(Notary Public)

If the application has been completed by or in part by other than the person signing this application for the applicant please indicate who and in what capacity:

By: \_\_\_\_\_

Name: Joseph E. Saunders

Title: Attorney

Date: March 22, 2023

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

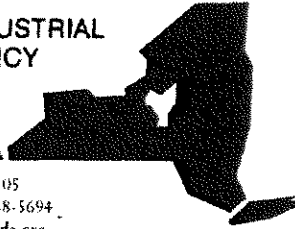
Anthony J. Picente Jr.  
County Executive

Shawna M. Papale Executive  
Director/Secretary

Jennifer Waters  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



584 Phoenix Rome, New York 13441-4105  
Ph: (315) 338-0393, fax (315) 338-5694  
info@mvedge.org www.oneidacountyida.org

David B. Grow  
Chair

L. Michael Fitzgerald  
Vice-Chair

Mary Faith Messenger  
Treasurer

Ferris Betrus  
Kirk Hinman

Eugene Quadraro  
Steven Zoghy

## MEMORANDUM TO COMPANIES SALE-LEASEBACK TRANSACTIONS

1. When a Company decides that a sale-leaseback transaction may suit its particular needs, the first order of business is for the Company to complete an Application for Financial Assistance, together with an Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant (referred to collectively as the "Application"). The Application is submitted to Agency Counsel for a formal decision as to whether or not the project qualifies as a "project," as defined by law.
2. No action can be taken until the Application is completed and submitted to the Agency and approved by Agency Counsel.
3. Upon completion of the Application and approval by Agency Counsel, the Agency will meet for the purpose of adopting an Inducement Resolution and reviewing the Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant. At this time a Resolution may be adopted by the Agency concerning the environmental impact. **Please note that the Agency is subject to the Open Meetings Law, and all meetings will be open to the public, including news media.**
4. The Company is expected and encouraged to have its own counsel. The Company is also required to reimburse the Agency for all legal expenses incurred in furtherance of a proposed transaction, whether or not that transaction is completed. This includes all fees and disbursements of Agency Counsel.
5. The Company will be asked to sign an Inducement Agreement, which sets forth the terms of the proposed transaction and the obligations of the parties in furtherance of the same. The Company will also be asked to provide Agency Counsel with certain

information concerning the formation of the corporation or partnership, a survey of the property, title insurance, insurance certificates, etc. before the transaction can close. All matters in connection with the transfer of the real estate will be handled primarily by Company Counsel with the assistance of Agency Counsel.

6. A Public Hearing may be required in accordance with the New York State General Municipal Law, after which the Oneida County Executive must approve or disapprove the issue. Notice of the Public Hearing must be published at least thirty (30) days prior to the Hearing in the newspaper where the project is located. The highest elected official of each affected taxing jurisdiction must also receive thirty day written notice of the Hearing.

No financial benefits may be granted by the Agency to the Company until after the Public Hearing if required.

7. Agency Counsel has certain requirements as to those documents which must be included in the transaction and the content thereof, including but not limited to requiring environmental impact surveys, environmental indemnifications and general indemnifications.
8. The fee schedule is attached, covering the Agency fee, the Agency's work with respect to the project and the work of Agency Counsel.

The estimated fees for Agency Counsel may vary depending on the nature of the project. The initial fee quote assumes that the transaction closes within ninety (90) days from the date of the inducement, that there will be no unusual questions of law or prolonged negotiations regarding the documents, and that the involvement or assistance from other agencies will not require substantial modifications to the typical structure and documentation of similar transactions. The fee quote also assumes that Agency Counsel will not be called upon to coordinate with any lender, as the Agency is not issuing bonds. The fee quote assumes that closing will take place by mail and will not necessitate attending meetings with the Company or any lender.

9. Once the terms and conditions of the transaction are fairly well established, Agency Counsel prepares preliminary drafts of the financing documents and distributes them to all parties for review and comment. Comments accepted by all counsel will result in redrafting of documents. The parties establish a mutually agreeable closing date, and final documents for execution are prepared.



10. The Agency then conducts a meeting whereby it adopts an Authorizing Resolution, under which the Agency approves of the form of the documents and authorizes the Chairman to execute the same.
11. The closing takes place.
12. Some of the benefits available to a company under a sale-leaseback transaction are as follows:
  - ⇒ Exemption from New York State mortgage recording tax
  - ⇒ Exemption from New York State sales tax for materials used in construction
  - ⇒ Real property tax abatement on the value added to the project (for more information, please see the Uniform Tax Exemption Policy enclosed herewith)

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**MEMORANDUM TO APPLICANTS FINANCING AN IDA PROJECT  
THROUGH A COMMERCIAL LENDER**

We have found it helpful to outline at the onset of a transaction the basic structure of financing when an industrial development agency ("IDA") has a fee or leasehold interest in a property and is party to a mortgage or other financing instrument. **Please give a copy of this memorandum to your lender as early in the financing process as possible.**

An IDA is party to a financing instrument purely as a conduit for financial assistance (in the case of granting exemptions from mortgage recording tax) and to grant its interest in the facility to the lender. To preserve the passive nature of its role, the IDA cannot assume any obligations or make any representations that a traditional Borrower would make to a lender. It has been our experience that the easiest way to accomplish this is to define the Borrower as the "Borrower," define the IDA as the "Agency," and only include the Agency in the granting clause and with respect to the assignment of rents, inasmuch as those are the only reasons that the Agency is party to this document.

Furthermore, because PILOT Payments are contractual obligations and are not given the same high priority as tax payments, we crafted some language that will restore the taxing jurisdictions to the same position they would have been but not for the IDA involvement in the project. While it is not disputed that is an equitable arrangement, certain lenders have expressed concern that, because the requirement to pay PILOT Payments is contained in a private contract, there is no prescribed process to avoid significant delinquencies as there is under a tax foreclosure. It has been our experience the easiest way to accomplish this is for a lender to escrow PILOT Payments so it has the assurance that payments are made in a timely manner. If a lender does not wish to escrow PILOT Payments, an alternative is for the IDA to record a PILOT Mortgage that would be given first priority over the lender's mortgage, similar to the priority taxes have.

Below are certain provisions we require be incorporated into each financing document to which the IDA is a party (please modify capitalized terms accordingly):

**1. AGENCY PROVISIONS.**

a. Agency makes no covenants other than to mortgage all of its interest in the Premises excepting its Unassigned Rights (as said term is defined in the Leaseback Agreement).

b. **NO RECOURSE AGAINST AGENCY:** Lender agrees that Lender will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the Indebtedness or any covenant, stipulation, promise, agreement or obligation contained in this Mortgage. In enforcing its rights and remedies under this Mortgage, Lender will look solely to the Premises for the payment of the Indebtedness and for the performance of the provisions hereof. Lender will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the Indebtedness.

c. **HOLD HARMLESS:** Borrower and Lender agree that the Agency, its directors, members, officers, agents (except the Borrower) and employees shall not be liable for and Borrower agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any

cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

d. **SPECIAL OBLIGATION.** The obligations of the Agency under the Mortgage and Financing Documents constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Leaseback Agreement and the PILOT Agreement. Neither the members, officers, agents (except the Borrower) or employees of the Agency, nor any person executing the Mortgage and Financing Documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Facility. The obligations of the Agency under the Financing Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

e. **SUBORDINATION TO PILOT AGREEMENT:** This Mortgage shall be subject and subordinate to any PILOT Agreement between the Borrower and the Agency with respect to the payments in lieu of taxes assessed or imposed upon the Premises, and by accepting this Mortgage, Lender acknowledges and agrees that such PILOT payments shall have the same force, priority and effect as a real property tax lien under New York State law against the Premises.

If a lender chooses to escrow PILOT Payments, we will incorporate the following provisions into the Leaseback (or Lease) Agreement:

Section 9.13 Subordination to Mortgage. This Leaseback Agreement and the rights of the Company and the Agency hereunder (other than with respect to the Unassigned Rights) are subject and subordinate to the Lien of the Mortgage, and all extensions, renewals or amendments thereof. The subordination of this Leaseback Agreement to the Mortgage shall be automatic, without execution of any further subordination agreement by the Company or the Agency. Nonetheless, if the Bank requires a further written subordination agreement, the Company and the Agency hereby agree to execute, acknowledge and deliver the same.

Section 9.14 Rights of Bank.

(a) Bank is hereby given the right by the Agency, in addition to any other rights herein granted, without any requirement to obtain the Agency's consent, to mortgage the mortgagors' respective interests in the Facility and, in the case of the Company, to assign and grant a security interest in the Company's rights under the Company Documents as collateral security for its obligations to the Bank, upon the condition that all rights acquired by Bank shall be subject to all rights and interests of the

Agency herein and in the other Company Documents, none of which covenants, conditions or restrictions is or shall be waived by the Agency by reason of this right to mortgage or grant a security interest in the Facility and the Company Documents, including Unassigned Rights.

(b) There shall be no renewal, cancellation, surrender, acceptance of surrender, material amendment or material modification of this Leaseback Agreement or any other Company Document by joint action of the Agency and the Company alone, without, in each case, the prior consent in writing of Bank, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any fee and/or leasehold estates or other lesser estates in the Facility. Failure of the Bank to consent to a modification of this Leaseback Agreement by the Agency shall constitute an Event of Default.

(c) If the Agency serves a notice of default upon the Company, it shall also serve a copy of such notice upon Bank at the address set forth in Section 9.1.

(d) In the event of any default by the Company under this Leaseback Agreement or any other Company Document, the Bank shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to the Company and the Bank of such default to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of Bank as if same had been done by the Company. The Agency in its sole discretion will determine whether such action by the Bank amounts to a cure.

(e) Except where Bank or its designee or nominee has succeeded to the interest of the Company in the Facility, no liability for any payments to be made pursuant to this Agreement or the performance of any of the Company's covenants and agreements under this Agreement shall attach to or be imposed upon the Bank, and if the Bank or its nominee or designee succeeds to the interest of the Company in the Project, all of the obligations and liabilities of the Bank or its nominee or designee shall be limited to such entity's interest in the Facility and shall cease and terminate upon assignment of this Leaseback Agreement by the Bank; provided however, that the Bank or its nominee or designee shall pay all delinquent PILOT Payments, if any, prior to said assignment.

(g) Notwithstanding any provision of this Leaseback Agreement or any other Company Document to the contrary, foreclosure of a mortgage or any sale of the Company's interest in this Leaseback Agreement and/or the Facility in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this Agreement and/or the Facility to Bank by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of the Company's interest in this Leaseback Agreement and/or the Facility by Bank shall not require the consent or approval of the Agency and failure to obtain the Agency's consent shall not be a default or Event of Default hereunder.

**Oneida County Industrial Development Agency Recapture Policy  
(Effective April 25, 2017)**

**DEFINITIONS:**

- "Company" is the entity that applied for and received a benefit from the Agency.
- "Agency" is the Oneida County Industrial Development Agency.
- "AER" is the Company's annual report of employment required to be provided to the Agency.
- "Employment Obligation Term" shall mean the period during which the Company is receiving a benefit in the form of lower payment in lieu of taxes than their real estate taxes would be.
- "Employment Obligation" shall mean the number of FTEs employed by the Company in Oneida County and selected by the Agency as the Company's obligation.
- "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.
- "Benefit" shall mean the amount the Company saved by making payments in lieu of real property taxes in a particular year. For example, if a Company's PILOT payment is equal to 75% of normal real property taxes, then the Company's Benefit for that year would be an amount equal to 25% of normal real property taxes.
- "Per Employee Amount" shall mean an amount equal to the Benefit for the year after the year of the Shortfall divided by the "Employment Obligation".
- "Shortfall" shall mean the difference between the Employment Obligation and the actual number of FTEs per the AER for the applicable year.
- "Major Shortfall" shall mean having FTEs that are less than 50% of the Employment Obligation.
- "Minimum Standard" shall mean a Company whose AER shows that they are short of meeting its Employment Obligation by 20%.
- "Initial Benefit" shall be the amount of savings the Company received through the Agency, in the form of Mortgage Recording Tax and New York State Sales Tax.
- "Cure Period" shall mean the period ending June 30<sup>th</sup> of the year following the Major Shortfall.

1. **Job Creation and Retention Obligations.**

After the expiration of the Employment Obligation Term, the Company shall have no further obligation with respect to the Employment Obligation and shall not be liable for any of the payments described below.

The failure of the Company to satisfy the Employment Obligation can subject the Company to payments to the Agency. The Company shall be required to make payments if it fails to attain the Minimum Standard.

If the Company falls below the Minimum Standard, the Agency will notify the Company in writing of the Agency's intention to recapture Financial Assistance. The Company will have thirty (30) days to respond to the letter and may include a request to appear before the Agency. The Agency will determine, in its sole discretion, if a valid exemption exists and potentially reduce the remedies described below.

2. **Projects with less than Ten Years Employment Obligation Term.**

(a) **Shortfall Payments.**

- (1) If, during the first three (3) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.
- (2) If, after the first (3) years, of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) **Major Shortfall Payment.**

- (1) If a Company shall incur a Major Shortfall; then, the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule below (such payment shall be referred to as the "Major Shortfall Payment").

<b><u>Major Shortfall Occurs:</u></b>	<b><u>Percentage of Initial Benefit</u></b>
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Any Subsequent Year	20%

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.

- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.
- (4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

3. **Projects with Ten Years or Longer Employment Obligation Term.**

(a) **Shortfall Payments.**

- (1) If, during the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.
- (2) If, after the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) **Major Shortfall Payment.**

- (1) If a Company shall incur a Major Shortfall, then the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule below.

<b>Major Shortfall Occurs:</b>	<b>Percentage of Initial Benefit</b>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	45%
Year 8	40%
Year 9	35%
Year 10	30%

- (2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.
- (3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

(4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

4. **Shift of Employment**. If the Shortfall or Major Shortfall is as a result of the Company shifting employment away from Oneida County, then the Agency will require the value of the Benefit and the Initial Benefit utilized to date to be repaid, with interest (determined as the New York State legal interest rate).

5. **Mandatory Recapture**. The Agency is mandated to recapture New York State sales tax benefits where:

- a. The Project is not entitled to receive those benefits.
- b. The exemptions exceed the amount authorized, or are claimed for unauthorized property or services.
- c. The Company fails to use property or services in the manner required by the Leaseback Agreement.

6. **Return of Recaptured Funds**. If the Agency recaptures Initial Benefits or Benefits from a Company, the Agency shall return the recaptured funds promptly to the affected taxing jurisdiction, unless otherwise agreed to by the taxing jurisdiction, in accordance with the General Municipal Law.

**The Agency shall have the right to reduce any payment required under this Policy, in extraordinary circumstances, in its sole discretion.**



## Oneida County Industrial Development Agency

### Insurance Requirements Under Leaseback Agreement

#### Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Sublessees to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency, the Company and the owner of the Facility (if the Company is not the owner) against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than \$5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

- (ii) Comprehensive general liability providing coverage for:
- Premises and Operations
  - Products and Completed Operations
  - Contractual Liability
  - Personal Injury Liability
  - Broad Form Property Damage  
(including completed operations)
  - Explosion Hazard
  - Collapse Hazard
  - Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

### Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency and the owner of the Facility (if the Company is not the owner) as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name as additional insured the Agency, Company and the owner of the Facility (if the Company is not the owner) on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies

under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency, the Company and the owner of the Facility (if the Company is not the owner).

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA  
584 Phoenix Drive  
Rome, New York 13441

Anthony J. Picente Jr.  
County Executive

Shawna M. Papale  
Secretary/  
Executive Director

Timothy Fitzgerald  
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

**OCIDA**



584 Phoenix Drive, Rome, New York 13441-4105  
(315) 338-0393, fax (315) 338-5694  
Info@mvedge.org www.oneidacountyida.org

David C. Grow  
Chairman

L. Michael Fitzgerald  
Vice Chair

Mary Faith Messenger  
Treasurer

Ferris Betrus Jr.  
Kirk Hinman  
Eugene Quadraro  
Stephen Zogby

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## ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY UNIFORM TAX EXEMPTION POLICY

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Adopted by the Oneida County Industrial Development Agency on  
January 28, 1994, amended on December 21, 1998 and April 30, 2009

The Oneida County Industrial Development Agency (the "Agency") has adopted the following uniform tax exemption policies. These policies will be used for all projects for which the Agency may provide financial assistance, including bond (taxable and/or tax exempt) issuances and straight lease transactions. Final determinations regarding the extent to which financial assistance, if any, will be granted are solely within the discretion of the Agency.

### **I. Project Eligibility Criteria**

#### **(a) General Requirements**

The Agency considers the following general factors in determining whether a project is eligible for financial assistance:

- The nature of the proposed project (e.g., manufacturing, commercial, civic).
- The nature of the property before the project begins (e.g., vacant land, vacant buildings).
- The economic condition of the area at the time of the application.
- The extent to which a project will create or retain permanent, private sector jobs.
- The estimated value of tax exemptions to be provided.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions.
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County.
- The amount of private sector investment generated or likely to be generated by the proposed project.
- The likelihood of accomplishing the proposed project in a timely fashion.
- The effect of the proposed project upon the environment.

- 
- The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts in which the project is located.
  - The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida.

**(b) Industrial and Manufacturing Projects**

(1) Industrial and manufacturing projects generally qualify for financial assistance, subject to the eligibility criteria set forth in Part I (a) of this Policy.

(2) Due to the nature of the work, companies performing back-office operations that are regional or national in nature and a majority of which operations support activities outside of Oneida County will qualify as industrial and manufacturing. Research and development facilities and distribution centers that locate in Oneida County may also qualify as industrial and manufacturing.

**(c) Retail Projects**

The Agency will provide financial assistance to retail facilities only in accordance with the restrictions contained in New York State General Municipal Law Section 862(2), and subject to the eligibility criteria set forth in Part I (a) of this Policy. The Agency will also consider the competitive impact of the project.

Retail projects are generally not eligible for Agency assistance, with the following exceptions:

(i) Retail businesses that primarily serve customers located in Oneida County are generally not eligible for financial assistance unless located in a "highly distressed area" as defined in General Municipal Law §854(18), which includes projects located in an economic development zone or Empire Zone (as defined in New York State statute or regulation), or the project meets one of the other requirements of this paragraph (c);

(ii) Retail projects operated by not-for-profit corporations may be eligible for financial assistance;

(iii) Retail projects may be eligible for financial assistance provided an appropriate market analysis 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; and

(iv) Retail businesses that primarily provide a product or a service that is otherwise not reasonably available in Oneida County may be eligible for financial assistance.

**(d) Other Non-Industrial/Commercial Projects**

Non-industrial/commercial projects may qualify for financial assistance at the discretion of the Agency, based upon its evaluation of the eligibility requirements set forth in Part I (a) of this Policy. The Agency confirms the following specific policies:

(i) Mixed or Multiple-Use Projects qualify for financial assistance, only with respect to that portion of the project that is used for purposes that qualify for financial assistance under this Policy.

(ii) Housing projects are generally not eligible for benefits, unless they

(a) service the elderly, low-income, assisted living or other groups with special needs; or

(b) promote employment opportunities and prevent economic deterioration, as confirmed by an appropriate market analysis, and such a determination is made by the Agency based upon all of the relevant facts.

## II. Real Property Tax Abatements

If the Agency determines that a project will receive real property tax abatements, a Payment-In-Lieu-Of-Tax Agreement (the "PILOT") will be negotiated with each project owner (the "Company") and will substantially follow the following guidelines with final determinations to be made by the Agency.

(i) Real Property Acquired by Company as part of Project. If the Company is acquiring real property as part of the Agency project, then the Agency's real property tax exemption will be available with respect to all real property acquired by the Company as part of the project and improvements thereto.

(ii) Substantial Improvements to Existing Real Property Owned by Company. If the Company is making "Substantial Improvements" (as defined below) to existing real property owned by the Company, then the Agency's real property tax exemption will apply to both the existing real property and the improvements.

(iii) Non-Substantial Improvements to Existing Real Property. If the improvements to existing real property owned by the Company are not Substantial Improvements, then the Agency's tax exemption shall apply only to the increase in assessment resulting from improvements constructed or installed as part of the project and the Company shall pay PILOT payments equal to the full amount of taxes on the existing real property.

The term "Substantial Improvements" means the value of the improvements constructed or installed as part of the project equals at least 50% of the value of the real property prior to construction or installation of the improvements, as determined by an independent valuation acceptable to the Agency.

### (a) Industrial and Manufacturing Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 33 1/3% of such taxes through the fifth (5th) year of the exemption;

2. 66 2/3% of such taxes from the sixth (6th) through tenth (10th) year of the exemption;
3. 100% of such taxes after the tenth (10th) year of the exemption.

**(b) Retail Projects**

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption;
2. 75% of such taxes from the third (3rd) through the fifth (5th) year of the exemption;
3. 100% of such taxes after the fifth (5th) year of the exemption.

**(c) Other Non-Industrial/Commercial Projects**

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption.
2. 75% of such taxes from the third (3rd) through fifth (5th) year of the exemption.
3. 100% of such taxes after the fifth (5th) year of the exemption.

The Agency reserves the right to deviate from the real property tax abatement policy on a case by case basis at its sole discretion.

**III. Sales Tax Exemptions**

If, based on the eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency's financial assistance will include exemption from sales and use tax for costs of constructing, renovating and equipping the project.

Sales and use tax exemption, when available, will be authorized for the duration of the acquisition, construction and equipping of the project as described in the application for financial assistance. The Agency shall deliver a sales tax exemption letter which will expire one (1) year from the date of the project inducement. If construction, renovation or equipping is not complete at the expiration of the original sales tax exemption letter, upon request by the Company, the sales tax exemption letter may be extended at the discretion of the Agency.

All Companies receiving sales and use tax exemption benefits will be required to supply the Agency with a list of all contractors and sub-contractors that have been authorized to use the sales tax exemption letter. This list will be appended to the sales tax exemption letter by the Agency.

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The Company must keep a record of the usage of the sales tax exemption letter, and must supply the Agency with the total amount of sales and use tax exemptions claimed by the project for each calendar year. The Company must submit this report to the Agency by February 1st of each year, until the exempt period comes to a conclusion. The company shall also file all reports as may be required by applicable law, including Form ST-340 which shall be filed with the New York State Department of Taxation and Finance.

The Agency reserves the right to deviate from the sales tax exemption policy on a case by case basis at its sole discretion.

#### **IV. Mortgage Recording Tax Exemption**

If, based on the project eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency will provide an exemption from New York State mortgage recording tax for the financing of project costs.

The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

#### **V. Recapture**

Agency financial assistance is granted based upon the Company's representation that the project will create and/or maintain the employment levels described in its application for financial assistance (the "Employment Obligation"). If a Company fails to achieve and/or maintain its Employment Obligation, it could result in recapture of all or a portion of tax benefits granted by the Agency.

#### **VI. Deviations**

Deviations from this Policy shall be infrequent. The Agency reserves the right, at its sole discretion, to deviate from this Policy on a case by case basis. The Agency will provide written notice to the chief executive officer of each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirements of the General Municipal Law.



# 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.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? 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.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? 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?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  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?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local 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: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest    Agricultural/grasslands    Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban    Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If 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: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: _____ Date: 22  Signature: <u>Laura Cohen</u> Title: _____		

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **Background**

In 1993, the Federal Government decided to close and/or realign Griffiss AFB in Rome, New York and transfer the 1,600± acres of surplus federal property (and the buildings and other improvements situate thereon) created by such closure and/or realignment to local ownership and control for the purpose of undertaking the development and/or redevelopment thereof.

To pave the way for such development and/or redevelopment, the Agency executed a Memorandum of Understanding whereby it agreed to act as the “local reuse authority” and accept from the Federal Government the fee title to the surplus Griffiss properties (collectively, the “Griffiss Properties”). The Agency did this in recognition of the need for and the importance of a having public body accept responsibility for the development, redevelopment and/or stewardship of the Griffiss Properties, especially given that these properties are located in an area designated as an economic development zone (Empire Zone) and, thus, in a “highly distressed area” (as defined in Section 854 (18) of the General Municipal Law).

To assist the Agency in its endeavors, Griffiss Local Development Corporation (the “Company” or “GLDC”) was formed in 1994 as a Section 501(c)(3) not-for-profit local development corporation. Under 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.

To make possible the Company’s development and/or redevelopment efforts at Griffiss, particularly that portion thereof known as the Griffiss Business Park, the Agency has leased the Griffiss Properties to the Company for the past 20+ years pursuant to various lease agreements because the Company is the entity best suited to foster and oversee the development and/or redevelopment of the Griffiss Properties.

At present, the Griffiss Properties owned in fee by the Agency (which are shaded in purple on the map attached to the Application as **Exhibit A-1**) are leased by the Agency to the Company pursuant to three lease agreements: (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”). The GLDC Master Lease, the GLDC Facility XVI Lease and the GLDC Facility XVII Lease are hereinafter sometimes collectively referred to as the “GLDC Leases”.<sup>1</sup>

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<sup>1</sup> Pursuant to each of the GLDC Leases, GLDC (a) has the right at any time during the lease term to acquire, for nominal consideration, the fee title to all or any portion of the leased premises described therein not previously conveyed out to a third party, (b) has the obligation to acquire such fee title at the end of the lease term, and (c) bears all of the financial and other responsibilities typically borne by the fee owners of real property.

The GLDC Master Lease is accompanied by a PILOT Agreement between the Agency and the Company dated as of July 1, 2012 which exempts the Company from paying any real property taxes on the leased premises described in the GLDC Master Lease (the “GLDC Master PILOT Agreement”). The GLDC Facility XVI Lease is accompanied by a PILOT Agreement between the Agency and the Company dated as of November 1, 2012 which exempts the Company from paying any real property tax on the leased premises described in the GLDC Facility XVI Lease (the “GLDC Facility XVI PILOT Agreement”), and the GLDC Facility XVII Lease is accompanied by a PILOT Agreement between the Agency and the Company dated as of August 1, 2013 which exempts the Company from paying real property taxes on the leased premises described in the GLDC Facility XVII Lease (the “GLDC Facility XVII PILOT Agreement”). The GLDC Master PILOT Agreement, the GLDC Facility XVI PILOT Agreement and the GLDC Facility XVII PILOT Agreement are hereinafter sometimes collectively referred to as the “GLDC Zero PILOT Agreements”.

By virtue of the 20+ year “straight lease” arrangement that has existed between the Agency, as fee owner and landlord, and the Company, as tenant, the Company has been able to develop and/or redevelop Griffiss by, among other things:

- (a) donating 76± acres of land to the Rome City School District to enable the construction of the new Rome Free Academy and related facilities;
- (b) demolishing and removing over 2 million sq. ft. of Air Force building fabric in order to create additional developable property at Griffiss;
- (c) constructing, reconstructing, installing and/or reinstalling critical infrastructure at Griffiss including various roads and utility lines;
- (d) selling and/or leasing existing buildings and/or parcels of vacant property to third-party end-users to facilitate industrial, commercial and housing development at Griffiss;
- (e) creating and maintaining a sculpture park, disc golf course and trail system for use by the public at Griffiss; and
- (f) strengthening the position of the Air Force Research Laboratory, a major contributor to the local economy.

As is more particularly outlined in a PowerPoint Presentation entitled “Griffiss Business and Technology Park – 2022 Investment”, a copy of which is attached to the Application as **Exhibit A-2**, since 1995 GLDC has overseen the investment of more than \$950 million in the Griffiss Business Park, much of which is private-sector investment, as well as the creation and/or retention of over 6,000 jobs, most of which are private-sector jobs. Due to the Company’s efforts, the Griffiss Business Park is now home to more than 80 businesses and generates real property tax/or PILOT payment 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 (from properties that were exempt from real property tax for 50+ years while under the Federal Government's ownership).

The Griffiss Properties comprising the leased premises covered by the GLDC Master Lease, the GLDC Facility XVI Lease, and the GLDC Facility XVII Facility Lease, and subject to the GLDC Master PILOT Agreement, the GLDC Facility XVI PILOT Agreement, and the GLDC Facility XVII PILOT Agreement, respectively, can be divided into two broad categories: (1) vacant lands which are readily developable (collectively, the "Developable Properties") and (2) lands which are devoted primarily to common area or public uses or lands which have been set aside for conservation purposes such as the Griffiss Sculpture Park, the Bomber disc golf course and the Griffiss trail system (collectively, the "Open Space Properties"). The Developable Properties consist of 113 ± acres of land and the Open Space Properties consist of 927 ± acres of land. Attached to the Application as **Exhibit B** is a map depicting the Developable Properties (shaded in blue) and the Open Space Properties (shaded in green).

As a Section 501(c)(3) not-for-profit local development corporation which is using the property at Griffiss in furtherance of its corporate purposes, the Company would ordinarily be deemed to be exempt from real property taxes in its own right under Section 420-a of the Real Property Tax Law. However, as a precautionary measure and to forestall any argument to the contrary, the Agency always has entered into "zero PILOT agreements" with the Company such as the GLDC Zero PILOT Agreements so that there can be no dispute that the premises covered thereby are exempt from real property tax. With the GLDC Zero PILOT Agreements in place, the Company has been able to concentrate on carrying out its core mission of developing and/or redeveloping Griffiss without the necessity and uncertainty of having, each year, to apply for and justify a Section 420-a real property tax exemption to the local tax assessor.

### **GLDC's Application for Financial Assistance**

The GLDC Leases (and accompanying GLDC Zero PILOT Agreements) are scheduled to expire in the near future. In order to position the Company so that it can continue its development and/or redevelopment efforts at Griffiss, the Company is applying to the Agency for the following:

- (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.<sup>2</sup>

GLDC anticipates being able to develop a substantial portion of the Developable Properties over the next ten (10) years. As for the Open Space Properties which, in many respects, are the functional equivalent of “forever wild” lands or parklands, GLDC views them as providing “quality of life” amenities to the Griffiss Business Park which facilitate its efforts to develop and/or redevelop the Developable Properties.

### **Estimated Value of Requested Exemption from Real Property Taxes**

According to the Rome City Assessor’s records, the current combined assessed value of the Griffiss Properties is \$30,319,199 (the “Current Combined Assessed Value”). However, for the purposes of estimating the maximum value of the Company's requested 10-year exemption from real property taxes, the Company submits this number should be adjusted downward to reflect the following:

- (a) the lands comprising the Griffiss roadway system and other Griffiss public infrastructure (e.g., the water distribution system, the sanitary sewer system and the storm water drainage system) which the City of Rome has maintained and/or repaired for many years pursuant to the October 1, 2003 Service Fee Payment Agreement, are slated to be conveyed to the City sometime this year. The Company estimates that of the \$30,319,199 Combined Current Assessed Value of the Griffiss Properties, \$12,225,700 thereof is attributable to the Griffiss roadway system and other Griffiss public infrastructure.
- (b) various of the Griffiss Properties appear to be substantially over-assessed including the former Weapons Storage Area (Tax Parcel I.D. No. 224.000-1-6.1), the landfills (Tax Parcel I.D. Nos. 224.000-1-8 and 243.000-1-1.25), and the sandhill area (Tax Parcel I.D. No. 243.000-1-1.22). The Company estimates that of the \$30,319,199 Current Combined Assessed Value, \$8,365,376 thereof is attributable to these over-assessments.
- (c) The lands comprising Parcel F10A (Tax Parcel I.D. No. 206.000-2-76) and Parcel F3B (Tax Parcel I.D. No. 224.000-1-3.1) are slated to be conveyed to the City of Rome sometime this year pursuant to the October 1, 2003 Service Fee Payment Agreement. The Company estimates that of the \$30,319,199 Current Combined Assessed Value, \$449,959 thereof is attributable to Parcel F10A and Parcel F3B.

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<sup>2</sup> It is Applicant’s intent that the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated) cover all of the lands currently covered by the GLDC Leases and GLDC Zero PILOT Agreements, whether or not those lands are specifically referred to in this Application and/or have been assigned a specific Tax Parcel I.D. Number. Generally speaking, the lands to be covered by the GLDC Master Lease (as so amended and restated) and the GLDC Master PILOT Agreement (as so amended and restated) would include all of the lands comprising the original Griffiss Properties conveyed by the Federal Government to the Agency, less and excepting therefrom those portions thereof which have been conveyed out to third parties or which have been otherwise released from the GLDC Leases and GLDC Zero PILOT Agreements.

Based on the foregoing adjustments, the Company would subtract the sum of \$21,041,035 from the \$30,319,199 Current Combined Assessed Value to obtain an adjusted combined assessed value of \$9,278,164 (the “Adjusted Combined Assessed Value”).

As stated above, the Company takes the position that it would be entitled to an exemption from real property tax in its own right pursuant to Section 420-a of the Real Property Tax Law if the Griffiss Properties were placed in its name. If the Company’s position were upheld, the value of the requested exemption from real property tax would be \$0.00. If, on the other hand, the Company’s position were determined to be incorrect, either in whole or in part, the Company estimates that over the requested 10-year exemption term, based on the \$9,278,164 Adjusted Combined Assessed Value of the Griffiss Properties, the maximum value of the 10-year tax exemption would be \$6,781,293.

To summarize, the Company submits the estimated value of the requested 10-year exemption from real property taxes ranges between \$0 and \$6,781,293.

### **Conclusion**

Since the closure and/or realignment of Griffiss AFB was announced by the Federal Government, and the occurrence of the severe economic dislocation caused thereby, particularly in the City of Rome and County of Oneida, the Agency and the Company have worked closely together to promote the development and/or redevelopment of Griffiss. Although their efforts have been successful so far, much work remains to be done.

The Agency’s continued fee ownership of the Griffiss Properties, the continued leasing of the Griffiss Properties to the Company, and the continued extension of the Agency’s real property tax exempt status to the Griffiss Properties, will promote, encourage and assist the Company in its development and/or redevelopment of the Developable Properties and its stewardship of the Open Space Properties and will thereby advance the job opportunities, general prosperity and economic welfare of the residents of Oneida County. Moreover, the Agency’s continued involvement at Griffiss will further the development and/or redevelopment thereof by, among other things, (a) attracting new businesses, (b) growing existing businesses, (c) stimulating additional private investment, (d) creating and/or retaining jobs (particularly private sector jobs), (e) strengthening the competitive position of the Air Force Research Lab (a major economic driver in our area), (f) generating additional tax/PILOT payment revenues for the benefit of the County of Oneida, the City of Rome and the Rome City School District, and (g) enhancing the area’s quality of life through the Company’s continued stewardship of the Open Space Properties (e.g., the Sculpture Park, the trail system, the disc golf course, etc.), all of which has long been a priority for State and local officials.





# **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
<b>Total Capital Expenditures</b>	<b>\$74,805,600</b>	<b>\$140,149,269</b>	<b>\$70,828,836</b>	<b>\$25,200,000</b>	<b>\$951,020,424</b>

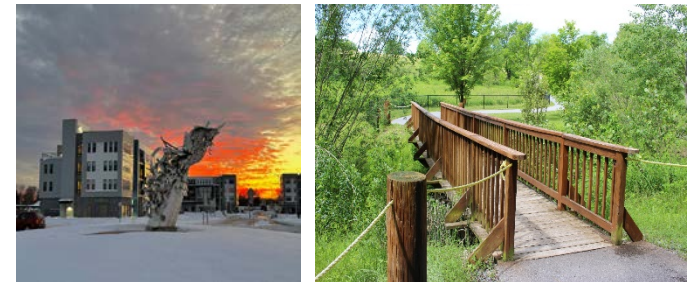
# Griffiss Tax Revenue to Municipalities

	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

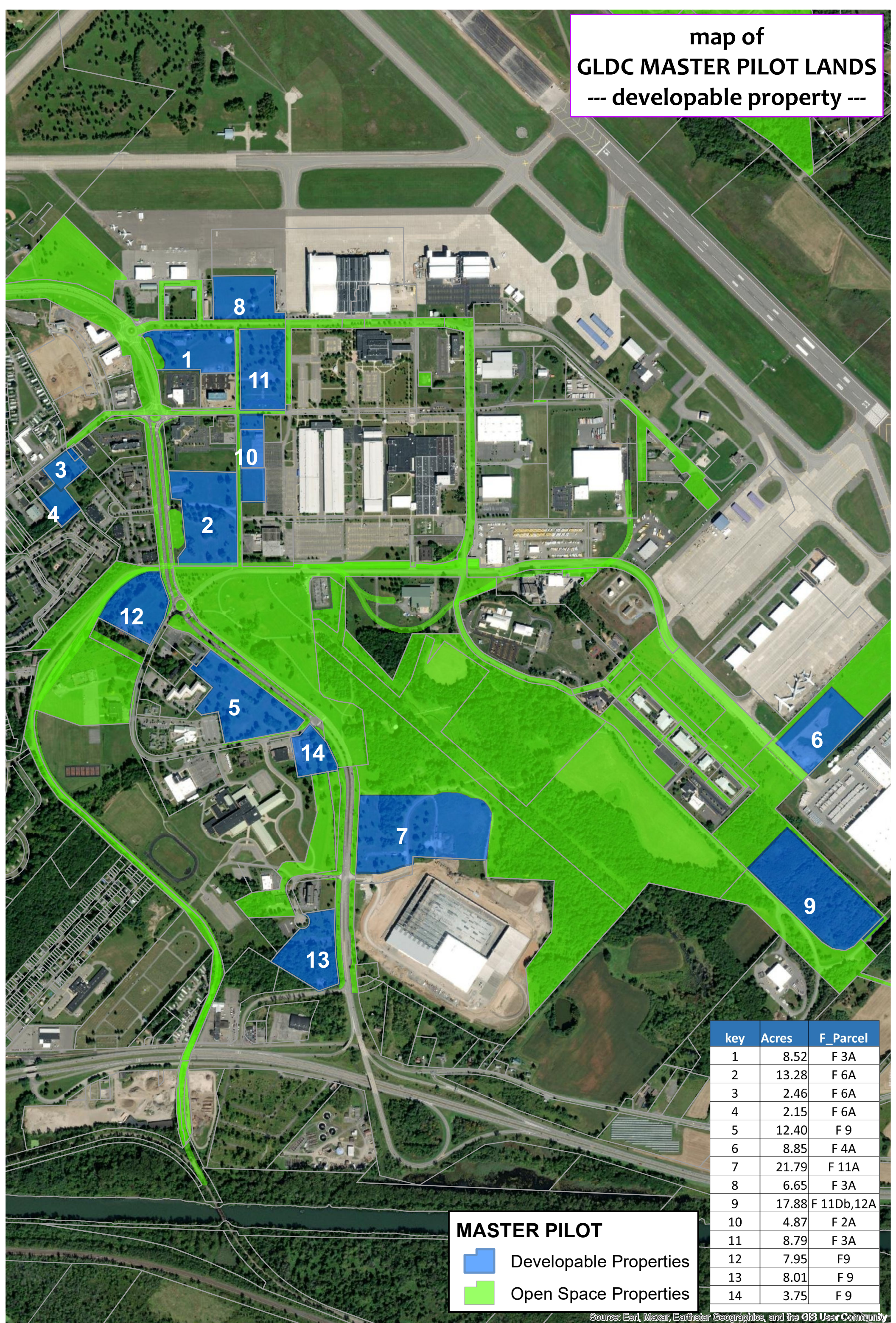








map of  
**GLDC MASTER PILOT LANDS**  
 --- developable property ---



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	F9
13	8.01	F 9
14	3.75	F 9

**MASTER PILOT**

- Developable Properties
- Open Space Properties

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





**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 Assessment<sup>1</sup></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

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<sup>1</sup> 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
<u>224.000-1-3.1</u>	<u>\$1,120,000</u>	<u>242,500</u>	<u>\$1,362,500</u>	<u>\$0</u>	<u>unknown</u>

**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
<u>224.000-1-10</u>	<u>\$67,200</u>	<u>N/A</u>	<u>\$67,200</u>	<u>\$0</u>	<u>unknown</u>

**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
<b>TOTAL</b>	<b>\$63,325</b>	<b>\$250,000</b>	<b>\$313,325</b>	<b>\$0</b>	<b>unknown</b>
<b>GRAND TOTAL of A, B &amp; C</b>	<b>\$15,226,299</b>	<b>\$15,092,900</b>	<b>\$30,319,199</b>	<b>\$0</b>	<b>unknown</b>

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

GLDC Master PILOT 2023

Name of Applicant: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Name of All Sublessees or Other Occupants of Facility: \_\_\_\_\_

Principals or Parent of Applicant: \_\_\_\_\_

Products or Services of Applicant to be produced or carried out at facility: Wholesale distributor

Estimated Date of Completion of Project: \_\_\_\_\_

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  
\_\_\_\_\_ Sales Tax Exemption on Eligible Expenses Until Completion  
\_\_\_\_\_ Mortgage Recording Tax Abatement  
X \_\_\_\_\_ Real Property Tax Abatement

**Est. Project Costs**

Land	0
demo & site	0
Existing Bldg. Rehab	
Construction of New Building	0
Addition or Expansion	
Engineering/ Architectural Fees	0
Equipment	
Legal Fees (Bank, Bond, Transaction, Credit Provider, Trustee)	0
Finance Charges (Title Insurance, Environmental Review, Bank Commitment Fee, Appraisal, Etc.)	0
Agency Fee	
Other (provide detail)	
<b>TOTAL COST OF PROJECT</b>	<b>0</b>

**Assistance Provided by the Following:**

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

**Company Information**

Existing Jobs  
Created Jobs (over three years)  
Retained Jobs

6200	70000
0	0
6200	70000

**Average Salary of these Positions**

(Tech survey average is \$100K)

**Earnings Information for Oneida County**

Average Salary of Direct Jobs for Applicant  
Average of County Indirect Jobs  
Average of Construction Jobs

70000
25000
32000

Note: \$1,000,000 in construction expenditures generates 22 person - years of employment  
Construction Person Years of Employment:

0
---

**Calculation of Benefits (3 Year Period)**

	Total Earnings	Revenues
Direct Jobs		
Created	0	0
Existing	1302000000	55335000

Indirect Jobs		
Created	0	0
Existing	1162500000	49406250

Construction - only one year  
Person Years

0	0
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(assume no construction in yr 1)

**TOTALS Calculation of Benefits (3 Year Period)**

2464500000	104741250
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**TAXABLE GOODS & SERVICES**

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs	Created	36%	0	0
	Existing	0.36	468720000	45700200
Indirect Jobs	Created	0.36	0	0
	Existing	0.36	418500000	40803750
Construction - only one year	Person Years	0.36	0	0
<b>TOTAL TAXABLE GOODS &amp; SERVICES</b>			<b>887220000</b>	<b>86503950</b>

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.

Tax Rate for School District where facility is located:	
Tax Rate for Municipality where facility is located:	
Tax Rate for County:	
	65.44

Real Property Taxes Paid via "direct & indirect" work **27589504**

**COSTS:**

Real Property Taxes Abated on Improvements Only annual : based upon current \$90M assessment & current tax rate	<b>6,781,293</b>	Amount of Taxes that would be abated by applying PILOT.
Mortgage Tax Abated (1.0%)	0	
Estimated Sales Tax Abated During Constructions Period (8.75%)	0	(40% of the construction and Rehab costs times the NYS & Local Sales tax)

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.

**ABATEMENT IN LIEU OF TAX BENEFIT VALUE CALCULATOR**

To be used as guidance to calculate the PILOT Benefit value on Page 9 of application. Rates and assessments are for

Information on Real Property Proposed For PILOT	
Estimated Assessment in 1,000s	\$ 9,278.164

9278164

Tax Rates Per 1k of Assessment at time of application*	
Oneida County	\$ 10.538131
City or Township**	\$ 20.195915
Village**	\$ -
School District	\$ 34.70654492
Total	\$ 65.44

(Provide)  
(Provide)  
(Provide)  
(Provide)

\*Do not include Special District Tax Rates      \*\*Verify equalization rates with jurisdiction for parity with other jurisdictions  
Annual rate increase factor of 2% is used in calculator

1.02			PROPOSED
PILOT VALUE CALCULATOR VALUES	Full		OTHER
Year 1 Payment	\$ 66.75	\$ 619,312	0
Year 2 Payment	\$ 68.08	\$ 631,698	0
Year 3 Payment	\$ 69.45	\$ 644,332	0
Year 4 Payment	\$ 70.83	\$ 657,219	0
Year 5 Payment	\$ 72.25	\$ 670,363	0
Year 6 Payment	\$ 73.70	\$ 683,770	0
Year 7 Payment	\$ 75.17	\$ 697,446	0
Year 8 Payment	\$ 76.67	\$ 711,395	0
Year 9 Payment	\$ 78.21	\$ 725,623	0
Year 10 Payment	\$ 79.77	\$ 740,135	0
Total Due:		\$ 6,781,293	0

TOTAL GLDC 10 Year PILOT REDUCTION  
#####

Abatement Percentages	Full	OTHER
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

**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 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 Park 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 conservation purposes such as 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, 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; 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 below are additional reasons the Agency is deviating from Policy:

**[To be edited following Agency discussion at meeting]**

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 the GLDC and to representations by the GLDC that the proposed amended sale-leaseback transaction is either an inducement to the GLDC to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the 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, the 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, the 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) 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 the GLDC setting forth the undertakings of the

Agency and the GLDC with respect to the closing of the amended sale-leaseback transaction, and the completion of the 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 the 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.



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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Shawna Papale, Secretary



**EXHIBIT A**

**RATIONALE FOR EXTENDING GLDC MASTER PILOT**

DRAFT

## **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 \_\_\_\_ day of April 2023 at \_\_\_\_, 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, the "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 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 Park that can be divided into three 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 conservation purposes such as 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").

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 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.

At the end of the lease term, the Agency will convey the 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, to be more particularly described 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. Members of the public may listen to the Public Hearing by calling 1-408-418-9388 (Access code: \_\_\_\_\_). 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. 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.

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

Dated: \_\_\_\_\_, 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. Timothy Fitzgerald, representing the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order at \_\_\_\_\_ a.m.
2. Mr. Fitzgerald being the Assistant Secretary of the Agency recorded the minutes of the hearing.
3. Mr. Fitzgerald 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, the "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 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 Park that can be divided into three 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 conservation purposes such as 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”).

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 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. At the end of the appropriate lease term, the Agency will convey the 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, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

4. Mr. Fitzgerald 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 \_\_\_\_\_ a.m.

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Tim Fitzgerald, Assistant Secretary

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 \_\_\_\_\_, 2023 at \_\_\_\_\_ 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary