CLOSING ITEM NO.: A-8

HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

HERKIMER LOCAL DEVELOPMENT CORPORATION

UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF DECEMBER 1, 2025

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED AT 217 N. WASHINGTON STREET (TAX MAP NUMBER 120.25-2-14) IN THE TOWN AND VILLAGE OF HERKIMER, HERKIMER COUNTY, NEW YORK.

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and is for convenience of reference only.)

UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of December 1, 2025 (the "Uniform Agency Project Agreement") by and between HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 420 E. German Street, Suite 101a, Herkimer, New York (the "Agency") and HERKIMER LOCAL DEVELOPMENT CORPORATION, a not-for-profit local development corporation organized and existing under the laws of the State having an office for the transaction of business located at 420 E. German Street, Suite 101a, Herkimer , New York (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 225 of the Laws of 1971 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in November, 2025, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a parcel of land located at 217 N. Washington Street (Tax Map No.: 120.25-2-14) in the Town and Village of Herkimer, Herkimer County, New York (the "Land"), together with an existing building located thereon (the "Facility"), (2) the making of certain renovations to the Facility and (3) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and prepared for redevelopment and revitalization; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial

Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on November 25, 2025 (the "Public Hearing Resolution"), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project. The Chief Executive Officer of the Agency caused a certified copy of the Public Hearing Resolution to be mailed on December 5, 2025 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located (collectively, the "Affected Tax Jurisdictions"); and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project, to be (1) mailed on December 5, 2025 to the chief executive officers of the Affected Tax Jurisdictions, (2) posted on December 5, 2025 on the Agency's website and on a public bulletin board located at the Herkimer County Chamber of Commerce Conference Room located at 420 E. German Street, Suite 101A in the Village and Town of Herkimer, Herkimer County, New York, and (3) published on December 5, 2025 in the Times Telegram, a newspaper of general circulation available to the residents of the Village and Town of Herkimer, Herkimer County, New York, (B) conducted the Public Hearing on December 17, 2025 at 8:30 o'clock a.m., local time at the Herkimer County Chamber of Commerce Conference Room located at 420 E. German Street, Suite 101A in the Village and Town of Herkimer, Herkimer County, New York, and (C) prepared a report of the Public Hearing (the "Public Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on December 18, 2025 (the "SEQRA Resolution"), the Agency determined that the Project constitutes a "Type II Action" (as such quoted term is defined under SEQRA), and therefore that no further action with respect to the Project is required under SEQRA; and

WHEREAS, the Agency's Uniform Tax Exemption Policy (the "Policy") provides a standardized method for the determination of payments in lieu of taxes for a facility similar to the Project Facility. In connection with the Application, the Company made a request to the Agency (the "Request") that the Agency deviate from the Policy with respect to Project Facility. The members of the Agency authorized the Chief Executive Officer of the Agency to send a notice to the chief executive officers of the "Affected Tax Jurisdictions" (as defined in the Act) pursuant to Section 874(4) of the Act, informing said individuals that the Agency had received the Request and that the members of the Agency would consider said request at a meeting of the members of the Agency. The Chief Executive Officer of the Agency caused a letter dated December 9, 2025 (the "PILOT Deviation Letter") to be mailed to the chief executive officers of the Affected Tax Jurisdictions, informing said individuals that the Agency would consider a proposed deviation from the Policy with respect to the terms of the proposed Financial Assistance requested from the Agency in the form of potential exemptions from real property taxes and the reasons for said proposed deviation; and

WHEREAS, by resolution adopted by the members of the Agency on December 18, 2025 (the "PILOT Deviation Approval Resolution"), the members of the Agency determined to deviate from the Policy with respect to the Project; and

WHEREAS, the Agency and the Company desire to undertake and complete the Project to, among other things, improve the marketability of the Project Facility and to promote, develop, attract and encourage the undertaking of one or more future "projects" (as defined in Section 854 of the Act) at the Project Facility; and

WHEREAS, in connection with the Project, the Company has requested that the Agency participate in the Project by investing a portion of the Agency's funds in the Project (the "Agency Investment") to assist the Company with the promotion, development, attraction and encouragement of a future "project," which Agency Investment may, at the discretion of the Agency, over the life of the Project be an amount up to, and in any event not to exceed, the costs of the Project (the "Project Costs"); and

WHEREAS, by further resolution adopted by the members of the Agency on December 18, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2025 (the "Lease Agreement") by and between the Agency and the Company and certain other documents related thereto and to the Project. Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated as of December 1, 2025 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (2) a certain license agreement dated as of December 1, 2025 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (a) a license to enter upon the balance of the Land (the "Licensed Premises") for the purpose of undertaking and completing the Project and (b) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement; and (3) a certain bill of sale dated as of December 1, 2025 (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Company in the Equipment, (B) the Company and the Agency will execute and deliver (1) a certain recapture agreement dated as of December 1, 2025 (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (2) this Uniform Agency Project Agreement by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (C) the Agency will file with the assessor and mail to the Affected Tax Jurisdictions a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Lease Agreement, (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and (F) the Agency and the Company will execute and deliver various other certificates relating to the Project (collectively, the "Closing Documents"); and

WHEREAS, further pursuant to the Approving Resolution, the Agency determined to make the Agency Investment and to enter into a project funding agreement dated as of December 1, 2025 (the

"Funding Agreement," and, collectively with the Closing Documents, the "Basic Documents") pursuant to which (A) the Agency agreed to make available to the Company the Funding (as defined therein) for the purpose of assisting in financing the Project Costs, and (B) in consideration of the Funding, and the receipt of the Financial Assistance, the Company agreed (1) to cause the Project to be undertaken and completed, and (2) to use the proceeds of the Funding to pay (or reimburse the Company for the payment of) all or a portion of the Project Costs; and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the "Public Benefits"), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency; and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

"Application" means the application submitted by the Company to the Agency in November, 2025 with respect to the Project, a copy of which is attached as Schedule D in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

"Basic Documents" shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

"Completion Date" means the earlier to occur of (A) December 31, 2027 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

"Contract Employee" means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company's payroll but who has worked for the Company at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Company's payroll but who have worked for the Company at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

"Equipment" shall have the meaning set forth in the Lease Agreement.

"Facility" shall have the meaning set forth in the Lease Agreement.

"Financial Assistance" means exemptions from certain sales and use taxes, real property taxes, and real property transfer taxes as more particularly described in the Basic Documents.

"Full Time Equivalent Employee" means (A) a full-time, permanent, private-sector employee on the Company's payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two part-time, permanent, private-sector employees on Company's payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.

For purposes of this Uniform Agency Project Agreement and satisfaction of the Employment Levels (as defined herein), the total number of Full Time Equivalent Employees will be calculated as follows: (1) using the definition of Full Time Equivalent Employee immediately above, determine the number of Full Time Equivalent Employees working at the Project Facility, (2) determine the total hours worked by such Full Time Equivalent Employees (including overtime hours), and (3) divide the total amount of hours worked by the Full Time Equivalent Employees by 35.

By way of example, if the Company employees 65 Full Time Equivalent Employees at the Project Facility, each of the Full Time Equivalent Employees works 40 regular hours per week, and total overtime in a given week is equal to 50 hours, the equation referenced in the paragraph above would be calculated as follows:

65 (FTE) x 40 (Regular Hours) = 2600 + 50 (Overtime Hours) = 2650 (Hours)
2650 (Hours) / 35 = 74.29 (FTE)

"Land" means a parcel of land located at 217 N. Washington Street (Tax Map No.: 120.25-2-14) in the Town and Village of Herkimer, Herkimer County, New York.

"Lease Agreement" means the lease agreement dated as of December 1, 2025 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

"Project" shall have the meaning set forth in the Lease Agreement.

"Project Facility" means, collectively, the Land, the Facility, and the Equipment.

"Recapture Events" shall mean the following:

(1) failure to complete the acquisition, reconstruction and marketing of the Project Facility;

(2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application;

(3) liquidation of substantially all of the Company's operating assets and/or cessation of substantially all of the Company's operations;

(4) relocation of all or substantially all of Company's operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;

(5) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;

(6) sublease of all or part of the Project Facility in violation of the Basic Documents;

(7) a change in the use of the Project Facility, other than as an office building and other directly and indirectly related uses; or

(8) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding eighty percent (80%) of the Total Project Costs as set forth in the Application.

"Recapture Period" means the approximate ten (10) year period ending on December 31, 2035.

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) Power. The Company is a not-for-profit local development corporation duly organized and validly existing under the laws of the State, is duly authorized to do business in the State and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its certificate of incorporation, bylaws, and the laws of the State of New York to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its certificate of incorporation, bylaws, or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

(1) sales and use tax exemptions (estimated):	$16,000
(2) a mortgage recording tax exemption:	N/A
(3) a real property tax exemption (estimated):	$100,500

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (a) the acquisition of a leasehold interest in a parcel of land located at 217 N. Washington Street (Tax Map No.: 120.25-2-14) in the Town and Village of Herkimer, Herkimer County, New York (the "Land"), together with an existing building located thereon (the "Facility"), (b) the making of certain renovations to the Facility and (c) the acquisition and installation therein and thereon of certain furniture, fixtures, machinery and equipment (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned by the Company and prepared for redevelopment and revitalization.

(2) That the Project will furnish the benefits to the residents of Herkimer County, New York (the "Public Benefits"): as described in the Approving Resolution.

(C) Intentionally Omitted.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Closing Date. Reserved.

(B) Filing – Annual. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding certain matters as required under Applicable Law, an annual status report (the "Annual Status Report," in substantially the form attached hereto as Schedule E).

(C) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(D) Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(E) Employment Level. Pursuant to the Application, there will be no full-time equivalent employees at the Project Facility.

(F) Non-Discrimination. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

(G) Sublessee Reporting. Pursuant to Section 9.3(A) of the Lease Agreement, the Company shall not sell, lease, transfer, convey or otherwise dispose of the Project Facility or any part thereof without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed; provided, however, that the Agency's consent to a proposed sublease (a "Sublease") between the Company and a proposed lessee (a "Sublessee") (1) shall be conditioned on the Company furnishing to the Agency an opinion of the Company's counsel indicating that such Sublease is consistent with Section 3.2 of the Lease Agreement and the provisions of Section 854(4) and Section 862(1) of the Act; and (2) at the sole discretion of the Agency, the Agency may require that such Sublease between the Company and each Lessee must require the Sublessee to make payments in lieu of real estate taxes to the Affected Tax Jurisdictions in an amount to be determined by the Agency and the Company based on (a) the portion of the Project Facility occupied by such Sublessee, (b) the fair market value of such portion occupied by the Sublessee, which value shall be determined with input from the local real property tax assessor, and (c) the amounts as would result from real property taxes being levied on such portion of the Project Facility by the Affected Tax Jurisdictions if the Project Facility were privately owned and not deemed owned by or under the jurisdiction, control or supervision of the Agency. Within sixty (60) days after the end of each calendar year, the Company shall furnish, or cause to be furnished, to the Agency a certificate of an Authorized Representative of each Lessee stating that all payment in lieu of tax payments for the prior calendar year (if any) have been paid on time. In the event that such payments have not been paid on time, the Company shall certify as to the nature and period of non-payment and what action the Company has taken or proposes to take with respect compliance with future payment requirements.

(H) Access to the Project Facility. As provided in Section 8.3 of the Lease Agreement, the Company agrees that the Agency and its duly authorized agents shall have the right at all reasonable times, upon at least twenty-four (24) hours prior written notice, except in the case of an emergency, to enter upon and to examine and inspect the Project Facility for the purpose of confirming the information and certificates provided by the Company pursuant to this Uniform Agency Project Agreement.

(I) Agreement to Provide Information. As provided in Section 8.5 of the Lease Agreement, the Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Company, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation; provided, however, the Company shall be obligated to provide to the Agency only that financial information necessary for the Agency to make any reports required by law or governmental regulation.

(J) Prevailing Wage Law. (1) The Company hereby acknowledges and agrees that the Agency has notified the Company of the following in connection with Section 224-a of the New York Labor Law:

> (a) That the Financial Assistance identified in Section 3.01(A) above constitutes "public funds" as defined in Section 224-a(2) of the New York Labor Law and, to the best of the Agency's knowledge, are not otherwise excluded from the definition of "public funds" pursuant to Section 224-a(3) of the New York Labor Law. Other than the Financial Assistance estimates identified in Section 3.01(A) above and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project.
>
> (b) That, if the Project constitutes a "covered project" as defined in Section 224-a(4) of the New York Labor Law, the Company may be subject to certain obligations set forth in the New York Labor Law, including, but not limited to, the Certification (as hereinafter defined) required by Section 224-a(8)(a) of the New York Labor Law.

(2) If the Project constitutes a constitutes a "covered project" as defined in Section 224-a(4) of the New York Labor Law, the Company covenants and agrees that the Company shall certify, under penalty of perjury, within five (5) days of commencement of construction work whether the Project is subject to the provisions of Section 224-a of the New York Labor Law. The Certification shall be made pursuant to the standard form developed by the Public Subsidy Board (as defined in the New York Labor Law) entitled "Certification for Covered Project," a copy of which is attached hereto as Schedule F. A copy of such Certification shall be filed with the Agency within ten (10) days after any filing required by Section 224-a of the New York Labor Law.

(3) In accordance with Section 224-a of the New York Labor Law, the Company may seek guidance from the Public Subsidy Board as to whether or not the Project is subject to the requirements of Section 224-a of the New York Labor Law. If the Company obtains an opinion of the Public Subsidy Board with respect to the Project, the Company shall deliver to the Agency: (a) a copy of such opinion within ten (10) days after receipt by the Company, and (b) any correspondence between the Company and the Public Subsidy Board or the New York State Commissioner of Labor in connection with such determination.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Uniform Agency Project Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an "Event of Default" under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false in any material respect at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or

(2) terminate the Lease Agreement and the real property tax exemption related to the Agency's leasehold interest and convey to the Company all the Agency's right, title and interest in and to the Project Facility (the conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance provided as of the date of determination (the "Project Financial Assistance"), all in accordance with the terms of this Section 4.03. The Company hereby agrees, if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured, as adjusted by the provisions of Section 4.03(C) below, by the Agency from the Company upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to a percentage (as provided in subsection (C) below) multiplied by the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Herkimer County that the Company would have paid as of the date of determination in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency; and

(2) the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency (less the amount of any payments in lieu of taxes paid by any Sublessee to the Taxing Entities).

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

Year	Amount of Recapture
2025	100% of the Project Financial Assistance
2026	90% of the Project Financial Assistance
2027	80% of the Project Financial Assistance
2028	70% of the Project Financial Assistance
2029	60% of the Project Financial Assistance
2030	50% of the Project Financial Assistance
2031	40% of the Project Financial Assistance
2032	30% of the Project Financial Assistance
2033	20% of the Project Financial Assistance
2034	10% of the Project Financial Assistance
2035	0% of the Project Financial Assistance

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Policy Respecting Recapture of Project Benefits" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Finance Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release, or modification of this Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until December 31, 2035.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Herkimer Local Development Corporation
420 E German Street, Suite 101a
Herkimer, New York 13350
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attention: Charles W. Malcomb II, Esq.

IF TO THE AGENCY:

Herkimer County Industrial Development Agency
420 E. German Street, Suite 101a
Herkimer, New York 13350
Attention: Chief Executive Officer

WITH A COPY TO:

Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attention: Charles W. Malcomb II, Esq.

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

HERKIMER COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

BY:________________________________
Chief Executive Officer

HERKIMER LOCAL
DEVELOPMENT CORPORATION

BY:________________________________
Chairman

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

HERKIMER LOCAL
DEVELOPMENT CORPORATION

BY:________________________________
Chairman

SCHEDULE A

INTENTIONALLY OMITTED

SCHEDULE B

POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

- SEE ATTACHED -

HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY
POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

SECTION 1 PURPOSE AND JUSTIFICATION

(A) The purpose of this Policy is to outline the procedures utilized by Herkimer County Industrial Development Agency (the "Agency") to review compliance with (1) the requirements of the Agency relating to job creation and/or retention, other expected public benefits and reporting and (2) the requirements of the State of New York (the "State") relating to sales tax exemptions and reporting.

(B) The Agency was created pursuant to Section 898 of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the "Act") for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of Herkimer County, New York (the "County") and the State of New York (the "State"). Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity and economic welfare of the residents of the County and of the State.

(C) Chapter 59 of the Laws of 2013 (Part J), effective March 28, 2013 (the "2013 Budget Law"), enacted March 28, 2013, established new recordkeeping, reporting, and recapture requirements for industrial development agency projects that receive sales tax exemptions.

(D) The new sales tax recording and reporting requirements required by the 2013 Budget Law include the following: (1) a requirement to keep records of the amount of sales tax benefits provided to each project and make those records available to the State upon request; (2) a requirement to report to the State, within 30 days after providing financial assistance, the amount of sales tax benefits intended to be provided to a project; and (3) a requirement that the Agency post on the internet and make available without charge copies of its resolutions and agreements appointing an agent or project operator or otherwise related to any project it establishes. A project operator ("Project Operator") is appointed by the Agency through the filing of form ST-60 with the New York State Department of Taxation and Finance.

(E) The 2013 Budget Law requires that the Agency recapture State sales tax benefits where: (1) the project is not entitled to receive those benefits; (2) the exemptions exceed the amount authorized, or are claimed for unauthorized property or services; or (3) the project operator failed to use property or services in the manner required by its agreements with the Agency.

(F) For purposes of this Policy, with respect to a particular calendar year and a particular project, the term "financial assistance" shall include the following:

(1) Proceeds of debt obligations issued by the Agency with respect to said project have been disbursed during the calendar year in question.

(2) Any tax exemption or abatement (a) which may have directly or indirectly benefitted the project or project operator shall during such calendar year and (b) which resulted from (i) the Agency's title to, possession of or, control of or other interest in said project, or (ii) the designation by the Agency of said project occupant (or any sublessee, contractor, supplier or other operator of the project) as an agent of the Agency.

(3) Any grant made by the Agency with respect to said project or project operator shall during such calendar year.

(4) Any loan made by the Agency with respect to said project or project operator shall during such calendar year.

(G) For purposes of this Policy, with respect to a particular project, the term "Project Agreements" shall mean the project documents between the Agency and an applicant with respect to the applicant's project. In addition to a lease agreement or installment sale agreement between the Agency and the applicant, the Project Agreements may also include a payment in lieu of tax agreement, a project agreement, and one or more recapture agreements, as well as security agreements intended to ensure compliance by the applicant with the requirements of the Project Agreements.

SECTION 2 REQUIREMENTS FOR APPLICANTS

(A) Under the Act, the Agency is required to submit certain annual reports relating to Agency projects to the New York State Office of the Comptroller. In order to satisfy its annual reporting requirements and other requirements under the Act and certain other requirements imposed by the Act, as well as the new requirements imposed upon the Agency by the 2013 Budget Law, the Agency will require each applicant for financial assistance from the Agency agree to satisfy the following requirements as a condition to the receipt of such financial assistance:

(1) Any applicant requesting a sales tax exemption from the Agency must include in the application a realistic estimate of the value of the savings anticipated to be received by the applicant. Each applicant is hereby warned to provide a realistic estimate in the application, as the 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency recapture any benefit that exceeds the greater of (a) the amount listed in said application or (b) authorized by the Agency in a separate resolution.

(2) Any applicant requesting a sales tax exemption from the Agency must agree to annually file (and cause any sublessee, contractor, supplier or other operator of the project to file annually) with the State, on a form and in such manner as is prescribed by the State, a statement of the value of all sales and use tax exemptions claimed by the applicant and all contractors, subcontractors, consultants and other agents of the applicant under the authority granted to the applicant by the Agency.

(3) Any applicant requesting a sales tax exemption from the Agency must agree to furnish to the Agency a copy of each such annual report submitted to the State by the applicant or any sublessee, contractor, supplier or other operator of the project.

(4) As required by the 2013 Budget Law, the Project Agreements will provide that any sales tax benefits determined by the Agency to be subject to recapture pursuant to the 2013 Budget Law must be remitted by the applicant to the Agency within 20 days of a request therefor by the Agency.

(5) The applicant agrees that, as required by the 2013 Budget Law, the resolutions of the Agency with respect to the project and the Project Agreements will now be publicly available on the Agency's website. As provided in the New York Freedom of Information Law ("FOIL"), the applicant may request that certain information contained therein be redacted and, if the applicant

can demonstrate to the satisfaction of the Agency that release of said information would result in substantial harm to the applicant's competitive position, the Agency may comply with such request.

(6) Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), where the Project is located.

(7) Except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by JTPA Entities for new employment opportunities created as a result of the Project.

(8) The applicant agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Applicant, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

(9) Within sixty (60) days after the end of each calendar year, the applicant shall furnish to the Agency a certificate of an Authorized Representative of the applicant stating that no event of default under the Project Agreements has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the applicant has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Bonds and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(10) The applicant shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

(11) The applicant agrees to file with the Agency, no later than sixty (60) days after the end of each calendar year, reports regarding the number of people employed at the project and certain other matters.

(B) In order to ensure that the project will create the public benefits anticipated by the Agency accruing to the residents and taxpayers of the County, the Project Agreements will require that each Agency project operator agree that, annually, within 60 days of the end of each calendar year during which a project has received any financial assistance from the Agency, such Agency project operator will complete and file with the Agency an annual report (the "Operator Annual Report") describing the status of the project during the calendar year just completed, including such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of jobs; construction jobs created through the year; exemptions from taxes and payments in lieu of tax made; and status of bond financing related to the project.

SECTION 3 ENFORCEMENT

(A) The Agency will use the information contained in the Operator Annual Report, and may use site visits and follow ups, to gauge the status of a project in relation to the original commitment of the applicant as stated in the project application.

(B) Should the staff or board members of the Agency find significant deficiencies in any area; the project will be further reviewed. Examples of situations that may trigger review and/or action by the Agency include:

(1) If the project operator shifts production activity to a facility outside of the County and, as a result, fails to achieve the economic benefits projected.

(2) If the project operator moves all operations outside the County, neglects to move operations to the County, or the project does not otherwise conform to the project described in the Project Agreements.

(3) If a significant shortfall in economic benefits is identified, as compared with the application, such as a significant shortfall in new job creation/retention and/or expected major investments in the business.

(4) Failure to comply with annual reporting requirements or provide the Agency with requested information.

(5) Sale or closure of a project within the time period the applicant receives Agency financial assistance.

(C) Should the staff or board members of the Agency find significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements, the project operator will be asked to provide justification for said shortfalls. The board members of the Agency will compare these statements against industry standards, as well as the current market and economic conditions, to determine whether the project operator did all that it could to meet its obligations as outlined in the application and the Project Agreements.

(D) The board members of the Agency will determine on a case-by-case basis whether a hearing is appropriate to allow a project operator to be heard on the issue regarding said project operator's failure to achieve the projected economic benefits.

(E) Should the board members of the Agency find that (1) significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements have occurred and (2) there appears to be no justification satisfactory to the Agency to explain these deficiencies, the Agency may determine to undertake any enforcement action available to the Agency under the Project Agreements to seek redress for these deficiencies.

(F) Enforcement action taken by the Agency under the Project Agreements may include, but shall not be limited to, the following:

(1) Requesting cure of the deficiency by a final notice letter.

(2) Forwarding an event of default notice under the Project Agreements.

(3) Notifying appropriate New York State agencies of the project operator's failure to comply with such requirements.

(4) Terminating any or all of the Project Agreements early.

(5) Reducing the value of financial assistance moving forward.

(6) Terminating any future financial assistance.

(7) Requiring that the value of all the financial assistance utilized to date to be repaid in full or in part, with interest.

(G) In connection with the undertaking of a Project and/or the preparation of Project Agreements, the Agency also reserves the right to negotiate the terms and conditions of these recapture provisions.

SECTION 4 EFFECTIVE DATE

This policy shall be effective with respect to any project undertaken by the Agency after the date of approval of this Policy, including but not limited to any Project Agreements signed or amended after such date.

Adopted March 29, 2022

SCHEDULE C

INTENTIONALLY OMITTED

SCHEDULE D

COPY OF APPLICATION

- SEE ATTACHED -

APPLICATION TO HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY FOR FINANCIAL ASSISTANCE

SECTION 1: APPLICANT INFORMATION:

Company Name: Herkimer Local Development Corporation
Address: 420 East German Street, Suite 101A
Herkimer, New York 13350
Product/Services: Not-for-Profit Local Development Corporation
Phone No.: 315-866-3000
Email Address: jpiseck@herkimercountyida.org
Fed ID No.: 35-2841687 **NAICS Code:** ____
Contact Person/Title: John Piseck, Chief Executive Officer

Principal Owners/Officers/Directors:
(list owners with 15% or more in equity holdings with percentage ownership)

Herkimer County Industrial Development Agency	100%	

Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)

Form of Entity:

_X_ **Corporation**
___ **Partnership**
General or Limited_____;
Number of general partners_____;
If applicable, number of limited partners____
___ **Limited Liability Company/Partnership (number of members______)**
___ **Sole Proprietorship**

If a corporation, partnership, limited liability company/partnership:
Date of establishment January, 2024.
Place of organization New York.
If a foreign organization, is the Applicant authorized to do business in the State of New York? _______.

APPLICANTS' COUNSEL

Name: Chuck W. Malcomb, II, Esq.
Address: Hodgson Russ LLP
140 Pearl Street, Suite 100, Buffalo, New York 14202
Phone No.: 716-848-1261
Email: cmalcomb@hodgsonruss.com

SECTION 2: PROJECT INFORMATION:

A) Describe the proposed project, acquisition, construction or reconstruction in as much detail as possible.

The project involves the reconstruction and renovation of property located at 217 N. Washington Street in the Town and Village of Herkimer, Herkimer County, New York (SBL No. 120.25-2-14) (the "Land"). The Herkimer County Industrial Development Agency (the "Agency") incorporated the Applicant to acquire property on the Agency's behalf and, in certain instances, renovate the property acquired to prepare it to be marketed for use in independent economic development projects. Here, the Applicant acquired the property from the Village of Herkimer, New York (the "Village") consistent with the Applicant's purposes. The Village acquired title to the Land and transferred it to the Applicant for a nominal price to better facilitate available funds for the reconstruction and renovation of the existing building. The Applicant desires assistance from the Agency to renovate the existing building located on the Land and maintain an exemption from real property taxes thereon. Additionally, the Applicant plans to ultimately sell the property for use in an economic development project or other project which would benefit the Village and the County. The renovation will also help prevent blight by improving a currently underutilized and under-maintained space.

B) Project Description (check all applicable)

_____ Manufacturing

_____ Warehousing/Distribution

_____ Tourism Destination Facility

_____ Retail*

__X__ Other – Specify Final use to be determined

*If the Project has a retail component, please complete SECTION 6 of this application – the Retail Questionnaire.

C) Name of all sub-lessees or other occupants of the facility:

N/A

D) Principals of any sub-lessee or occupant.

N/A

SECTION 3: COST BENEFIT ANALYSIS:

A) Estimate Project Costs (where applicable)

1. Land	$ 150,000	
2. Building	$ Included in the above	
3. Renovation Costs	$ 200,000	
4. Machinery and Equipment	$ Included in the above	
5. Soft Costs	$ 7,000	
6. Legal Costs	$ 50,000	
7. Other (specify)	$ 20,000	*Insurance for 2025-2027
8. Total Estimated Project Amount	$ 427,000	

Of the above amount, total dollar value of labor and materials to be sourced within the Mohawk Valley Regional Economic Development Council Region (Herkimer, Oneida, Fulton, Montgomery, Schoharie, and Otsego Counties) $ 200,000

B) Financing (Source of funds where applicable)

1. Bank	$ 0	
2. Private Funds Invested	$ 0	
3. Industrial Revenue Bond	$ 0	
4. Other	$ 427,000	*The Applicant has requested an investment of Agency funds in the Project, up to the cost of the Project.
5. Total (should equal SECTION 3.A.8)	$ 427,000	

C) Financial Assistance Requested (Proposed Benefit Estimates) (Please note n/a in any line where you are not seeking assistance)

1. Type of Financing: ____Tax-Exempt ____Taxable X Straight Lease

2. Amount of Bonds Requested: $ N/A

2. A Estimated interest savings on Issuance by the Agency of Industrial Revenue Bonds $ 0

3. Amount of New Mortgage (s) required for project: $ N/A

3.A. Mortgage Recording Taxes Exemption (1% of total proposed mortgage amount) $ N/A

4. Project-Related Costs Subject to Sales Tax: $ Up to approximately $200,000*

4.A. NYS Sales and Compensating Use Tax (State 4% + Local 4.25% = Total 8.25%) $ Up to approximately $16,000

5. Real Property Tax Exemptions (See "Property Tax Exemption" table below, Column C minus Column B. The Agency can assist with this estimation at your request.) $ $100,500**

Total Estimated Value of Tax Exemptions (Total of 2.A, 3.A, 4.A, & 5) $ Est. 116,500

*The Applicant may be permitted to to make purchases exempt from sales and use taxes based on its own exemption

**The Applicant would like to note that without the completion of the Project, the Village may have continued to own the Property and, therefore, the Property would still have not generated the real property tax revenue. By completing the Project, the Property will be improved, remove blight, remove a burden from both the County and the Village, and provide for economic development.

D) Real Property Tax Exemption

Please use the table below to list estimated real property exemption by year. In 'Column A' enter the tax revenue generated by all applicable parcels absent a project. Typically, this value is calculated for the current year and then escalated at 2% per year for the duration of the would-be PILOT term. In 'Column B' enter the estimated value of the PILOT payments for each year through the duration of the PILOT term. In 'Column C' enter the property taxes that the Project would otherwise pay, but-for the PILOT abatement, on the full assessed value. Typically, this value is calculated for the current year and then escalated at 2% a year for the PILOT term. Each column should have an equal number of entries for the entire length of the of PILOT.

Year	Column A Property Tax Without the Project	Column B Estimated PILOT Payments	Column C Estimated Property Taxes on Full Assessment
1	9,176.02	0	9,176.02*
2	9,359.54	0	9,359.54
3	9,546.73	0	9,546.73
4	9,737.66	0	9,737.66
5	9,932.41	0	9,932.41
6	10,131.06	0	10,131.06
7	10,333.68	0	10,333.68
8	10,540.36	0	10,540.36
9	10,751.16	0	10,751.16
10	10,966.19	0	10,966.19

Attach more sheets as necessary.
Column A: The amount of tax due in each year if the Project that is the subject of this application does not occur.
Column B: The estimated PILOT amounts for each year.
Column C: The hypothetical value of property tax payments as if the Project moves forward and the property is fully taxable.

The Corporation is renovating and reconstructing the property to prepare it for future redevelopment. The undertaking of this project would not be expected to result in a large increase in assessed value. Additionally, the property was previously municipally owned and is now owned by the Corporation, a not-for-profit local development corporation. While the property was municipally owned, it was assessed as exempt from real property taxes. The figures provided above are estimates based on the most recent assessed value of the project site and the local tax rates. Any changes in the exempt status of the project site would likely occur upon a future disposition of the property.

E) Employment Information/Job Creation

*The Agency uses the following standard when reporting **FTE – Full Time Equivalent** jobs: Full-time equivalent is a ratio that compares the number of hours worked during a pay period by an employee to the number of work hours during the pay period that equates to full time employment. For example, an employee who works hours equal to full time is 1.0 FTE. An employee who works half the hours of full-time employment is 0.5 FTE, while an employee that works one-third the hours of full-time employment would be considered .3 FTE. Please contact the Agency for assistance if needed.*

Please estimate the number of jobs (both retained and created) associated with the operations of the Project subject to this application:

Previous Year	Current Year	Year 1	Year 2	Year 3
0	0	0	TBD	TBD

For year 3, total number of jobs retained: FTE TBD

For year 3, total number of jobs created: FTE TBD

For the jobs that will be *created and retained* as a result of this project, please provide more information below.

The tables below capture the number of jobs created and retained in the first three years of operations as the Project reaches employment stability. Do not include construction phase employment below. Also note, the following tables should be **cumulative.** In other words, jobs that are created in Year 1 and expected to be retained through Year 3, should be included in each of the three tables below. Therefore, in most cases, job counts in Year 3 should be greater than, or equal to, jobs in Year 1.

In the 'Description' tab please enter the job title for each position. In the 'NAICS Code' column enter the NAICS code associated with each position. If NAICS Code is unknown, please use the keyword search function in the following link to find the most appropriate code: https://www.census.gov/naics/. Enter the **cumulative** job count and the average salary for each position in the 'Count' and 'Average Salary' columns respectively. Attached additional sheets as needed.

Year 1

Description	NAICS Code	Job Count	Average Salary

Year 2

Description	NAICS Code	Job Count	Average Salary

Year 3 (Stabilization and thereafter)

Description	NAICS Code	Job Count	Average Salary

Note: Enter the entire created/retained job count for the Project in Year 3, even if full employment won't occur until a later year.

Please note any proposed fringe benefits for jobs to be created by job title. In this section please also indicate whether, and the extent to which, the project will provide onsite daycare facilities.

____
____
____

Estimate number of construction jobs to be used for this project: FTE 15*

*The Applicant does not expect to create any FTE positions by completing the Project. However, the Applicant expects to create various construction and related trade jobs during the undertaking of the project. Currently, the Applicant estimates creating approximately 15 construction jobs.

F) Other Benefits

In this section, please list any other public and/or private benefits associated with the Project. Wherever possible, please quantify those benefits. (If necessary, please use an attachment to describe and quantify those amounts for each year of the PILOT.) Examples of such quantifiable benefits would include hotel occupancy tax, retail sales tax, host community benefit payments, etc. Please also describe any non-quantifiable benefits if applicable.

Other Public Benefits: The Herkimer Local Development Corporation was created for the charitable purpose of lessening the burdens of government and serving as an additional economic development organization within Herkimer County, New York. The LDC is renovating the existing building on the land in an effort to ultimately sell the property, which was vacant, abandoned and underutilized. The completion of the project is expected to further economic development in Herkimer County and revitalize blighted space.

As with public benefits, please list any quantifiable or non-quantifiable benefits that accrue to private individuals (royalty payments, solar lease payments, etc.)

Other Private Benefits: ______

SECTION 4: PROJECT LOCATION/UTILITIES/IMPACT

A) Project Address: 217 N. Washington Street
Herkimer, New York 13350

B) Are Utilities on Site
Water Public Electric National Grid
Gas National Grid Sanitary/Storm Sewer Public

C) Present legal owner of the site Herkimer Local Development Corporation.

D) Zoning of Project Site: Current: Other Storage Proposed: Commercial.

E) Are any variances needed: TBD.

F) Principal use of Project upon completion: Mixed use Commercial.

G) Will the Project result in the removal of a plant or facility of the Applicant from one area of the State of New York to another? No.

H) Will the Project result in the removal of a plant or facility of another proposed occupant of the Project from one area of the State of New York to another area of the State of New York? No.

I) Will the Project result in the abandonment of one or more plants or facilities located in the State of New York? No.

If you answered yes to G-H or I please indicate whether the project is reasonably necessary for the company to maintain its competitive position in the industry. Please explain in detail. Attach supporting documentation.

SECTION 5: REPRESENTATIONS BY THE APPLICANT:

The Applicant understands and agrees with the Agency as follows:

A.) **Job Listings.** 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 Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located. The IDA encourages to the fullest extent possible, the hiring of local labor for all construction projects.

B.) **Annual Sales Tax Filings.** In accordance with Section 874(8) 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. A copy of such form should be provided to the Agency annually upon submission to the State.

C.) **Sales Tax Tracking.** The Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance that they will submit to the Agency, a quarterly tracking form (form will be provided) listing all sales tax savings incurred to allow for the Agency to monitor and report to the State as required.

D.) **Recapture of Benefits.** The Applicant understands and agrees that the benefits received from tax abatements/exemptions shall be subject to recapture in accordance with the Agency's tax exemption policy. The Agency reserves the right to include in the transaction documents the recapturing of the total value of real property/sales tax exemptions approved for a Project if any of the following conditions arise:

a. The Project Facility as defined in the PILOT/Lease Agreement is sold or closed and the Applicant leaves or departs Herkimer County.
b. There is a significant change in the use of the Project Facility and/or business activities of the Applicant.
c. There is a significant reduction in the number of full/part-time jobs at the Project Facility in comparison to what was estimated in the Applicant's Project Application that are not reflective of the Applicant's normal business cycle or national economic conditions.
d. The Applicant fails to fully comply with all periodic and/or annual reporting requirements of the Agency, State or Federal government.
e. The Applicant failed to achieve any minimal new job creation figures specified by and within the time frames specified by the Agency

E.) **Annual Employment 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 in addition to any additional project information as may be required. The Chief Executive Officer shall submit to the Agency prior to February 1st of each year, a written certification setting forth:

a. Number of full-time equivalent employees at the Project location as of the last date of the prior year

b. Number of construction jobs during the fiscal year as a result of the Project

F.) **Absence of Conflicts of Interest.** The Applicant has received from the Agency a list (see pages 18-19) of the members, officers and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

The Agency incorporated the Applicant for the purpose of acquiring real property on the Agency's behalf and undertaking projects similar to the project completed herein. The Project will be undertaken to, among other things, revitalize vacant and abandoned property.

SECTION 6: RETAIL QUESTIONNAIRE (if applicable):

(To be completed be Applicant indicated retail component of the Project in Part 2, Question B of this application).

A.) Will any portion of the Project (including that portion of the cost to be financed from equity or sources other than Agency financing) consist of facilities or property that are or will be primarily used in making retail sales to customers who personally visit the Project? YES ________ NO x

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of 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.

B.) If the answer to Question A is YES, what percentage of the cost of the Project (including that portion of the cost to be financed from equity or sources other than Agency financing) will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? ________%

C.) If the answer to Question A is YES, and the amount entered for Question B is greater than 33.33%, indicate whether any of the following apply to the Project:

1. Is the Project likely to attract a significant number of visitors from outside the economic development region (i.e., Onondaga and Albany Counties) in which the Project is or will be located?
YES________ NO________

2. 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 city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? YES________ NO________

3. Will the Project be located in one of the following: (a) an area designated as an empire zone pursuant to Article 18-B of the General Municipal Law; or (b) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (i) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of the households receiving public assistance, and (ii) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? YES________ NO________

If the answer to any of the subdivisions 1 through 3 of Question C is YES, attach details.

D.) If the answer to any of the subdivisions 2 through 3 of Question C is YES, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? If YES, attach details. YES________ NO________

E.) State percentage of the Applicant's annual gross revenues comprised of each of the following:
Retail Sales: 0 % Services: 0 %

F.) State percentage of Project premises utilized for same:
Retail Sales: 0 % Services: 0 %

SECTION 7: FINANCIAL INFORMATION (attach the following):

1. Financial Statements for the last three fiscal years.
2. Proforma balance sheet as at start of operations at project site.
3. Projected profit and loss statements for first two years of operation at project site.
4. Projected "cash flow" statement, by quarters, for first year of operation at project site.
5. Detailed site plans
6. Construction budgets or contractor estimates
7. Evidence of current employment, such as NYS-45 Quarterly Report

See attached Schedule regarding the information requested above.

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.

Applicant: Herkimer Local Development Corporation

Date: December __, 2025

By:

Name: John J. Piseck

Title: Chief Executive Officer

Application Submittal: Submit this application with a general application fee of $1,000.00. If this application is for Market Rate Housing Benefits, please submit $2,000.00 which includes a non-refundable application fee of $1,000.00 and a commitment fee of $1,000.00 that will be applied at closing; if the project does not close the $1,000.00 is not refundable.

Make check payable to: Herkimer County Industrial Development Agency, 420 E. German Street, Suite 101A, Herkimer, New York 13350, to the attention of John J, Piseck, Jr., Chief Executive Officer.

Project Fees: The Agency will collect ½ (one-half) of its Project Fee and ½ (one-half) of its Bonding Fee, if a bonding project, at the time of the signing of an inducement agreement. The final half of the Agency fee and Bonding fee will be payable at which time the HCIDA takes title to the Facility, or upon issuance of bonds. The applicant will also be responsible for all HCIDA legal fees related to this project.

Should your company for any reason decide to withdraw this application for financial assistance after submission but prior to completion, you will be responsible for any legal fees involved to that point. In addition, the Agency will assess a fee for services rendered and costs incurred. Should your project be reassigned to another institution, the Agency will collect a fee of $2,000 for costs incurred due to the reassignment.

Agency fees will be assessed at 1% of the total project cost.
Bonding fees will be assessed at 1% f the total Industrial Revenue bond amount.

The Agency will assess your company an annual administration fee in the form of rent under the Lease Agreement in the amount of $750.00 for general projects; $1,500 for solar projects in years 1-5, then increased by $500 every 5 years throughout the duration of the project; $1,500 for housing projects in years 1-5, then increased by $500 every five years throughout the duration of the project.

"This institution is an equal opportunity provider, employer and lender"

HOLD HARMLESS AGREEMENT

Applicant hereby releases the Herkimer County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "Agency") 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 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.

Herkimer Local Development Corporation
(Applicant)
December 9, 2025
(Date)
(By)
John J. Piseck
(Name)
Chief Executive Officer
(Title)

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

On the 9th day of December, in the year 2025, before me, the undersigned a Notary Public in and for said State, personally appeared John J. Piseck, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individuals, or the person or behalf of which the individuals acted, executed this instrument.

Victoria Adams
Notary Public

VICTORIA L. ADAMS
Notary Public, State of New York
Reg. No. 01AD6325291
Qualified in Herkimer County
Commission Expires 05/26/27

2025 BOARD MEMBERS & STAFF
HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

CHAIRMAN **Vincent J. Bono**	**Date Appointed** **7/3/2002**
VICE CHAIRMAN **Cory Albrecht**	**Date Appointed** **4/4/2018**
SECRETARY **Robert Davenport**	**Date Appointed** **10/28/2025**
TREASURER **Tim Day**	**Date Appointed** **5/18/2022**
DIRECTOR **Ann Gaworecki**	**Date Appointed** **8/07/2019**
DIRECTOR **Frank Mendl**	**Date Appointed** **12/11/2024**
DIRECTOR **Dr. Terri Grates Day**	**Date Appointed** **10/22/2025**

Herkimer County Industrial Development Agency Board Members are appointed by the Herkimer County Board of Legislators and serve at the pleasure of the board.

ASSISTANT SECRETARY/TREASURER/
HUMAN RESOURCES REPRESENTATIVE
Victoria Adams

CONTRACTING OFFICER
John Piseck

IDA ATTORNEY
Anthony Hallak, Esq.
Felt Evans LLP

IDA SPECIAL COUNSEL
Charles Malcomb
Shannon Wagner
Hodgson Russ LLP

COMMITTEES

***Revolving Loan Committee* (12/19/2024):**	**Ann Gaworecki, Cory Albrecht, Bono**
***Audit and Governance Committees* (12/19/2024):**	**Board as a Whole**
***Marketing Committee* (10/28/2025):**	**Tim Day, Dr. Terri Grates Day**
Finance Committee	**Board as a Whole**
Claims Auditors	**Ann Gaworecki, Vincent J. Bono**

COUNTY REPRESENTATIVE
Gregory Malta, Sr. – District I
Herkimer County Legislator

Board Meetings held the last Tuesday of every month at 8:00 AM *(subject to change)*
At the Herkimer County Chamber of Commerce, Conference Room 420 E. German St., Herkimer

October 29, 2025

STAFF

John J. Piseck, Jr., Chief Executive Officer

John Piseck joined the IDA in February 2018. His experience includes: Sales Engineer for CTM Corporation (15 years); Herkimer County Legislator (4 years); past Chairman of the Board of Directors for the HCIDA; former member of Mohawk Valley Economic Development District; served on Board of Directors for the Creative Core.

Victoria Adams, Operations Manager

Victoria Adams joined the IDA in March 2019. She comes from a financial background in accounting and banking. Victoria performs all financial operations, human resource functions, and administrative tasks for the Agency under the direction of the Chief Executive Officer.

Nicole Farber, Administrative Office Assistant

Nicole joined the HCIDA in July 2025. Previous experience was in Account Management for Environmental Services and Sustainability. Performs financial operations, and administrative tasks for the Agency under the direction of the Chief Executive Officer.

Samantha Canarelli, Marketing & Communications Specialist

Samantha joined HCIDA in September 2025 as the Marketing and Communications Specialist. She brings a background in banking and holds an MBA with a concentration in marketing. At HCIDA, she leads efforts in marketing strategy, digital outreach, and brand communication.

October 29, 2025

MEMORANDUM FROM

John J. Piseck, Jr., Chief Executive Officer
Herkimer Local Development Corporation

To: Herkimer County Industrial Development Agency

Subject: Herkimer Local Development Corporation
L.W. Bills School Application

Please note the following with respect to Section 7 of the Application:

1. The Local Development Corporation was incorporated in January, 2024. Therefore, the Corporation does not have three (3) years of financial statements. However, the 2024 Financial Statements of the Corporation are available at: https://www.herkimercountyida.org/hldc_document_types/annual-audited-financial-statement-and-data/.

2. The project is expected to involve the reconstruction and renovation of the project site to prepare it for future redevelopment and revitalization. The Corporation does not expect to conduct business operations at the project site. The Corporation will complete necessary reconstruction and renovation to the site to ensure that it is marketable and desirable for future developers.

3. See response to request number 2 above.

4. See response to request number 2 above.

5. See the attached Site Reuse Design plan.

6. See Section 3(A) of the Application.

7. The Corporation is a not-for-profit local development corporation. It contracts with Herkimer County Industrial Development Agency to complete tasks with the staff and employees of the Agency. The Corporation does not expect to hire employees directly for this project.

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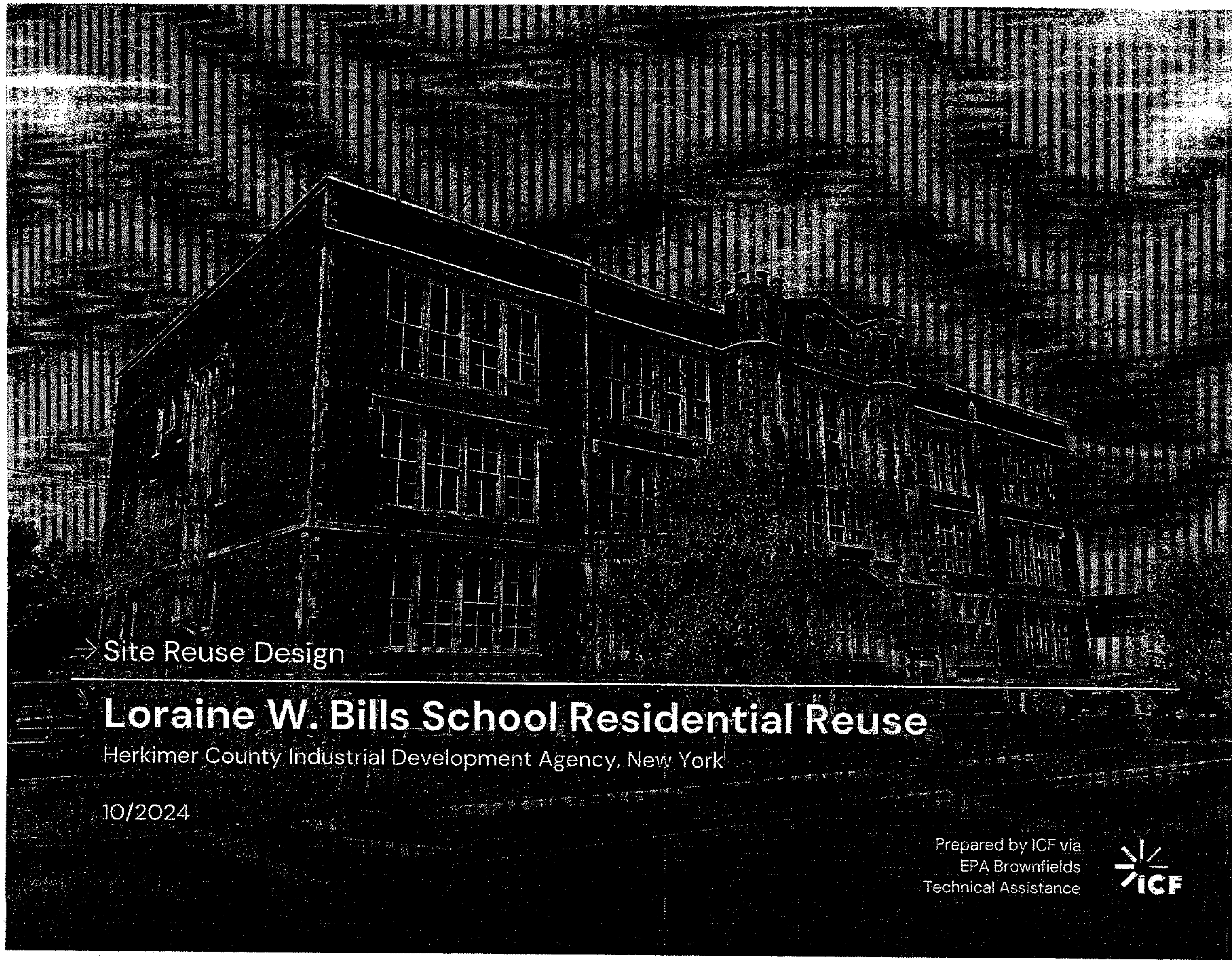

→ Site Reuse Design
Loraine W. Bills School Residential Reuse
Herkimer County Industrial Development Agency, New York
10/2024
Prepared by ICF via
EPA Brownfields
Technical Assistance
ICF

Land Revitalization Technical Assistance

This project was performed through Land Revitalization technical assistance provided by ICF and U.S. Environmental Protection Agency (EPA) Region 2 through the EPA Office of Brownfields and Land Revitalization (OBLR) Program. The project was supported by the dedicated staff of Herkimer County Industrial Development Agency (HCIDA).

Successful brownfields reuse and redevelopment often depends on early consideration of the range of potential future uses for each brownfield site. Local community priorities, market conditions, infrastructure availability, environmental contamination, public health issues, and local ordinances shape brownfield site reuse opportunities. Having this market analysis and site reuse design grounded in these local conditions will directly influence how that site is characterized, assessed, and cleaned up.

ICF

stromberg garrigan associates

EPA United States Environmental Protection Agency

TA Recipient
Herkimer County Industrial Development Agency, New York

Herkimer County IDA Industrial Development Agency

Site Address(es):
217 North Washington Street
Herkimer, NY

Previous EPA Grants:
FY22 Brownfields Assessment Grant

DISCLAIMER
This report reflects ICF's analysis of data obtained from external data sources. The report was developed for Herkimer County Industrial Development Agency under contract 68HERH24A0009 with the U.S. Environmental Protection Agency's Office of Brownfields and Land Revitalization. This is a contractor-prepared report and does not represent EPA's position. Any publication, distribution, or use of this report beyond the stated purpose is outside of ICF's control.

Introduction and Scope

The U.S. Environmental Protection Agency's (EPA) Office of Brownfield and Land Revitalization (OBLR) and EPA Region 2 provided technical assistance to the Herkimer County Industrial Development Agency (HCIDA) to support the site reuse of the Loraine W. Bills School in the Village of Herkimer, New York.

The Loraine W. Bills School is a 3-story building that was used as a public school from 1923 until the 1980's, after which it was left vacant for forty years. Land use around the school is predominantly residential and commercial properties. The school is just steps away from Herkimer's Main Street. A prior Phase I Environmental Site Assessment (ESA) identified an underground storage tank and asbestos-containing materials on site.

This market analysis and site design assesses the feasibility of a housing conversion of the building, including a short demographics, housing, and rental market overview, as well as a residential test fit for twenty-six apartment units. The report provides preliminary site reuse designs and existing conditions plans to support ongoing redevelopment efforts.

Executive Summary

Shifting Demographics

Demographics and household makeup have shifted in Herkimer and its surrounding areas. The population is aging, and household sizes are decreasing. After the youth cohort grows up and goes to college, will there be appropriate housing for young professionals to return to? As seniors age, are there options for smaller footprint living? New housing options in Herkimer will need to account for changing needs in the population as the demographics shift.

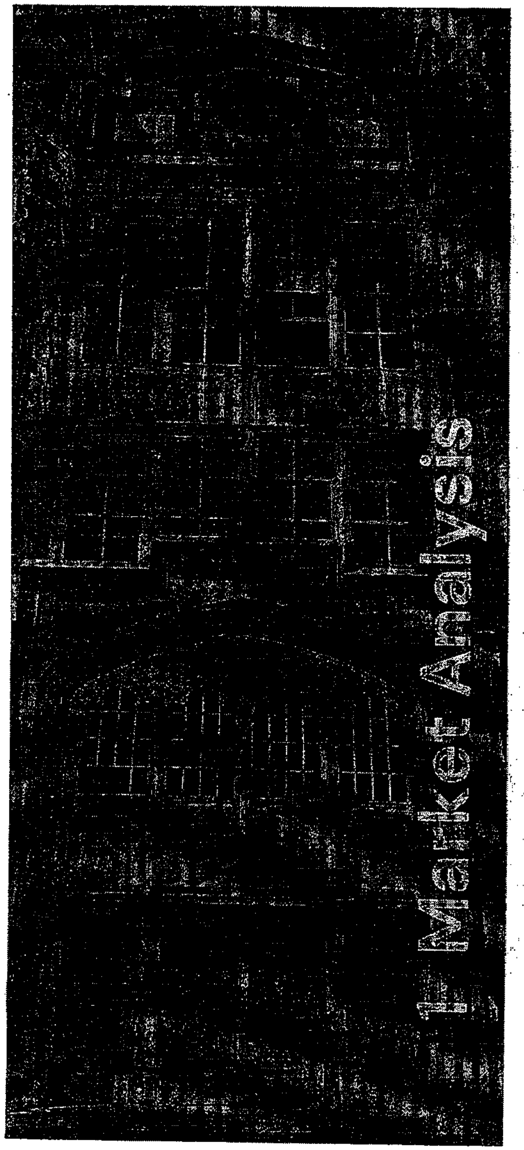
A Need for Smaller Units

Similar to other communities with an old housing stock, Herkimer is replete with larger units, such as 3-bedroom and 4-bedroom options. As the demographics shift towards smaller household sizes, smaller units, such as 1-bedroom and 2-bedroom apartments are increasingly in demand for privacy and ease of maintenance. New housing development could address the deficit in smaller units in and around Herkimer.

Twenty-Six Apartments in Twenty-Six Classrooms

The Loraine W. Bills School was once a public school with bustling classrooms and hallways. Today, in keeping the historic character alive, the twenty-six classrooms in the upper three floors are well suited to be refitted into twenty-six 1- and 2-bedroom apartments. Keeping the structure of the school intact, the apartments maintain the original partition and subdivisions of the classrooms, their doorways, and converted nooks and closets.

Table of Contents



1 Project Background

1.1 Site Context

The Village of Herkimer, New York is located in Herkimer County along the Mohawk River. The Village is the county seat of Herkimer County and is part of the Utica-Rome Metropolitan Statistical Area. Herkimer County is known for producing unusually clear, doubly terminated quartz crystals, known as Herkimer diamonds. Historically, the county and the Mohawk Valley has been a hub for manufacturing, including firearms, gloves, cloth and clothing, and more. Today, Mohawk Valley is diversifying its economy, with a focus on advanced manufacturing, cybersecurity, unmanned aerial systems, and agribusiness.

The Loraine W. Bills School is a 3-story building on a 0.88-acre site (Figure 1). The building was a public school from 1923 until the 1980s and has been vacant since. The interior of the building is in disrepair, with partial collapse of the auditorium roof and damage from a previous fire in the back of the building. The site sits just one block away from Main Street and is well connected to town amenities. Surrounding land use is predominantly residential and low-rise commercial properties. A Phase I Environmental Site Assessment (ESA) was conducted and identified an underground fuel oil storage tank, with no indication of petroleum release, as well as the presence of asbestos-containing materials. The HCIDA has identified the Bills Schools for residential reuse while preserving the history and character of the building.

ICF conducted a site visit on June 26, 2024, to assess and document the conditions of the building. The building exterior is in good condition, but the interior is in disrepair. Rooms and hallways are filled with debris from deteriorating ceilings, walls, and floors, and parts of the stairwell is unstable. The basement is partially waterlogged. However, the building appears to have a good structural base, and all historic room partitions are intact. The conceptual redesign will therefore retain the existing partitions to better position the development to receive historic preservation related grants and funding.

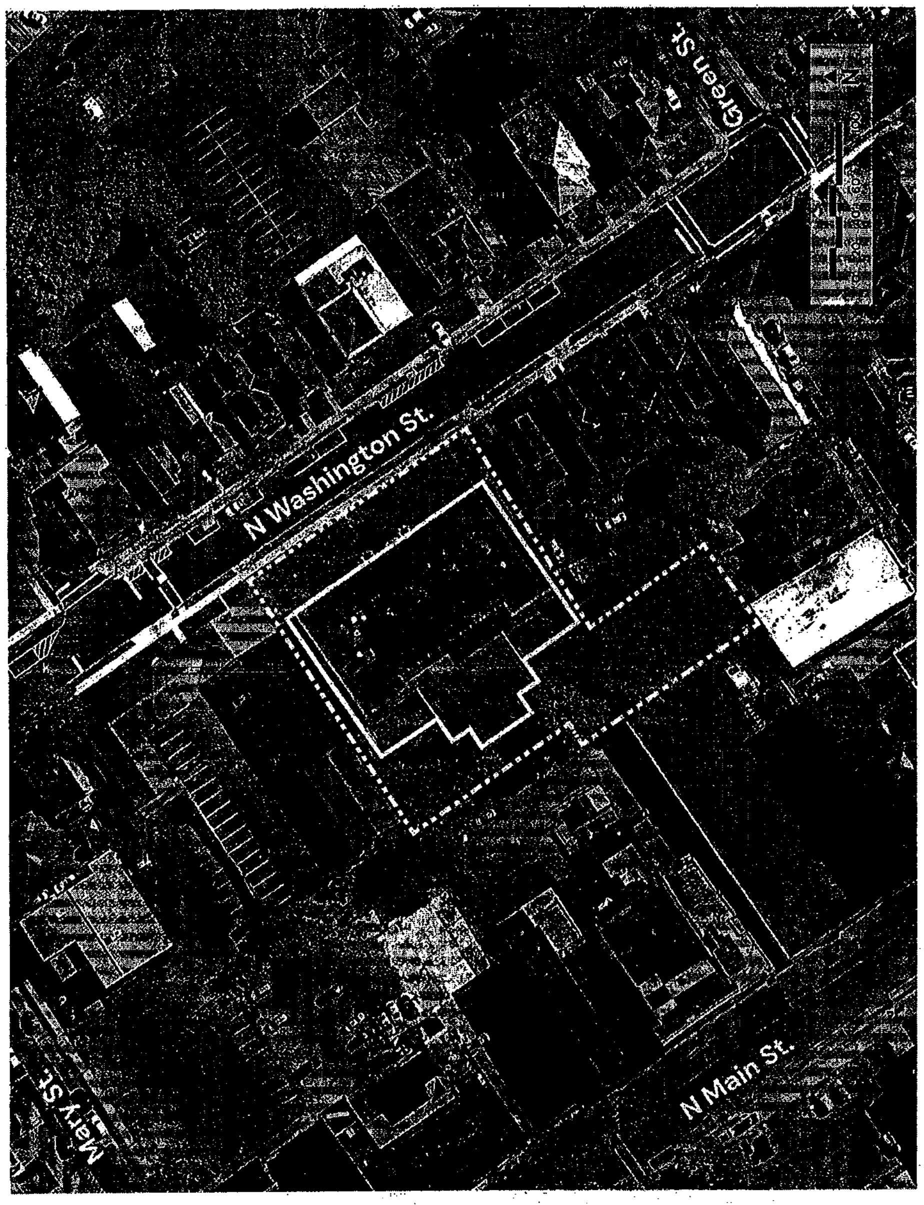


Figure 1 Loraine W. Bills School Site

© ICF

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1.2 Demographics Overview

In 2022, the village's population was 6,858, roughly 10% of the county's population of 69,000. Since 2018, the population in the Village of Herkimer has declined slightly by only 0.02%. While the size of the population has remained relatively stable, the population is aging. In 2022, the village's median age was 48.1 compared to 42.2, five years earlier (2018). The population shift is reflected in the increase of residents 60 years and older and a decrease in the youth cohort 19 years and younger (Figure 2). Median income has risen from $42,470 in 2018 to $56,607 in 2022.

1.3 Housing Stock and Household Size

Household sizes and family dynamics have also shifted. In 2018, there were 2,894 households in the village. Of those, the vast majority (74%) were 1- and 2-person households. There were 574 family households with children under 18 years old. 94% of these families were nuclear family households, with children living with their parents and 62% had children 6 years or younger. By 2022, the number of households had risen to 3,042 (Table 1), but still the vast majority (75%) were 1- and 2-person households. Of the 582 family households, only 68% of families were nuclear families and only 32% of nuclear families were living with children 6 years and younger.

The Village of Herkimer's housing stock consists of a majority of larger units. While most households in the village are 1- and 2-person households, there is a deficit of smaller 1-bedroom and studio units and a surplus of 2- or 3-bedroom units (Table 1). This is often the case in communities with an older housing stock reflective of household sizes of the past.

Figure 2 Village of Herkimer Population by Age, 2022

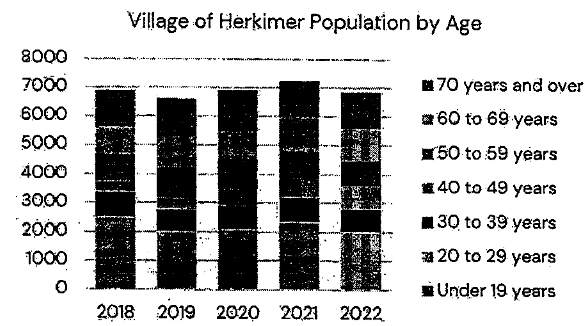


Table 1 Village of Herkimer Households and Occupied Units, 2022

Household Size	Village of Herkimer Households	
	#	%
1-person household	1,290	42%
2-person household	991	33%
3-person household	301	10%
4+person household	460	15%
Total:	3,042	-
Unit Size	**Village of Herkimer Occupied Units**	
	#	%
Studio	185	6%
1 Bedroom	443	15%
2 or 3 Bedrooms	1,920	63%
4 or more Bedrooms	494	16%
Total:	3,042	-

In the village, there has been very little new construction since 2010. 63% of the occupied housing was constructed before 1960 (Table 1). Within Herkimer County, the housing stock and household size mismatch is even more pronounced. 69% of households in Herkimer County are 1- and 2-person households while only 10% of occupied units are 1-bedroom and studios (Table 2).

As the population has shifted to smaller household sizes and smaller family arrangements, smaller units are needed to provide appropriate housing options.

Table 2 Herkimer County Households and Occupied Units. 2022

Household Size	Herkimer County Households	
	#	%
1-person household	7,669	31%
2-person household	9,475	38%
3-person household	3,310	13%
4+person household	4,210	17%
Total:	**24,664**	-
Unit Size	**Herkimer County Occupied Units**	
	#	%
Studio	366	1%
1 Bedroom	2,139	9%
2 or 3 Bedrooms	16,502	67%
4 or more Bedrooms	5,657	23%
Total:	**24,664**	-

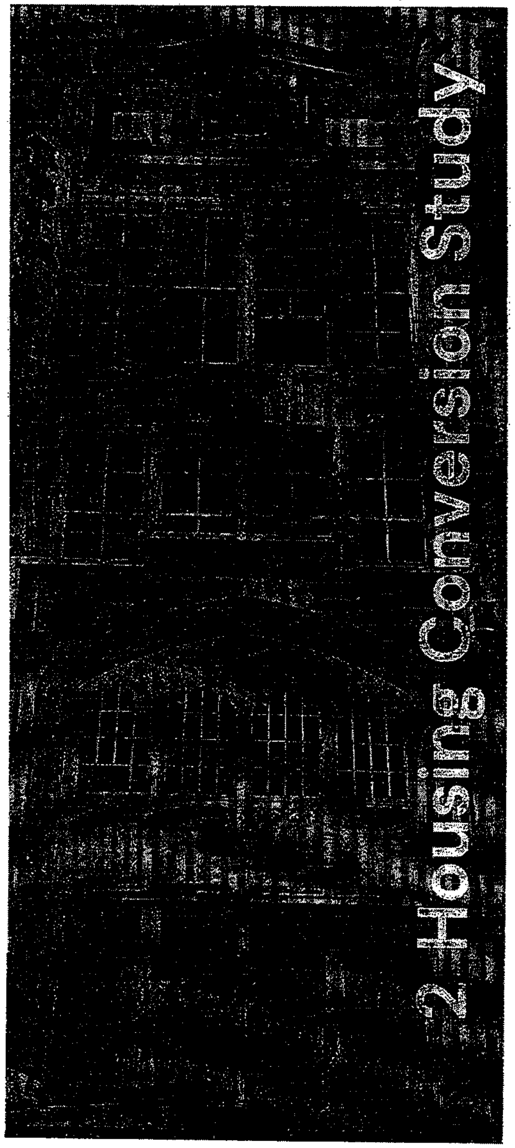
1.4 Rental Market

The prevailing rental rate in the Utica multifamily rental market, which includes Herkimer, Ilion, Little Falls, Utica, Rome and Herkimer County is $1.26 per SF across all unit types, with an average unit size of 798 SF (Table 3). In the Utica rental market, the rental housing stock includes 14,000 units, with several hundreds of new rental units under construction, likely concentrated in Utica. However, given the relatively older housing stock of the market in general, new construction can expect to solicit higher rental prices than the prevailing price. Similarly, smaller units will have a higher price per square foot when compared to larger units. As new construction is likely to be focused on higher density smaller units, the prevailing rents may also reflect a lower cost per square foot for larger unit types that are expected to be older units.

Table 3 Utica Market Prevailing Rent and Unit Size

Unit Type	Unit Size	Asking Rent	
		Avg. per Unit	Avg. per SF
Studio	508	$854	$1.69
1 Bedroom	661	$852	$1.30
2 or 3 Bedrooms	948	$1,169	$1.27
3 Bedrooms	1,150	$1,055	$0.95
Average:	**798**	**$994**	**$1.26**

Data in Table 3 are sourced from CoStar, 2024.



2 Housing Conversion Study

2.1 Existing Conditions of the Loraine W. Bills School

The Loraine W. Bills School is a 3-story masonry building constructed in 1923. Today, the building sits vacant and is in disrepair. Interior conditions are suboptimal with damaged ceiling, wood-flooring, and walls (Figure 3). However, the building appears structurally intact, and all internal partitions, including closets, classrooms, and bathrooms still standing. The building will need extensive interior renovation for conversion to housing.

The existing building is situated on a slight grade change. Consequently, the building's front entry at grade immediately splits, through central stairs, into an upper first level and a lower, below-grade level that provides at grade exits at the rear of the site. Existing configuration includes 26 classrooms on the upper three floors, an auditorium in the lower level, and a host of supporting spaces, including offices, storage, and restrooms throughout the building (Figure 4-7). The upper three floors are well-suited for residential conversion, with ample light and generous space. The lower level is better suited for tenant amenity spaces, such as mailrooms and event spaces, due to limited natural light.

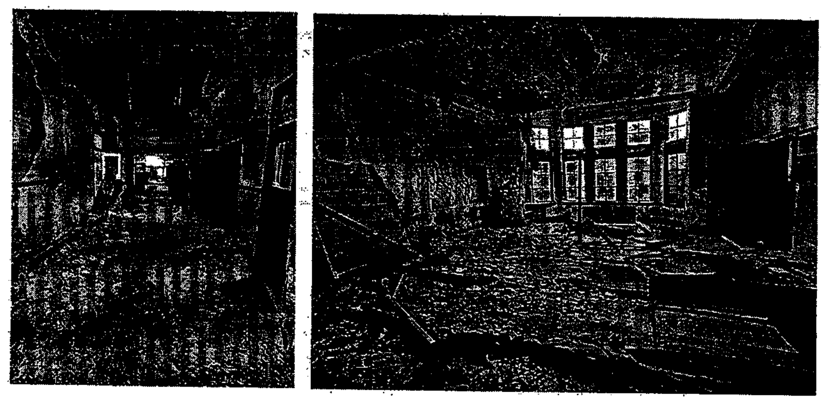


Figure 3 Existing conditions in hallways and classrooms reveal degrading wall, floor, and ceiling finishings.

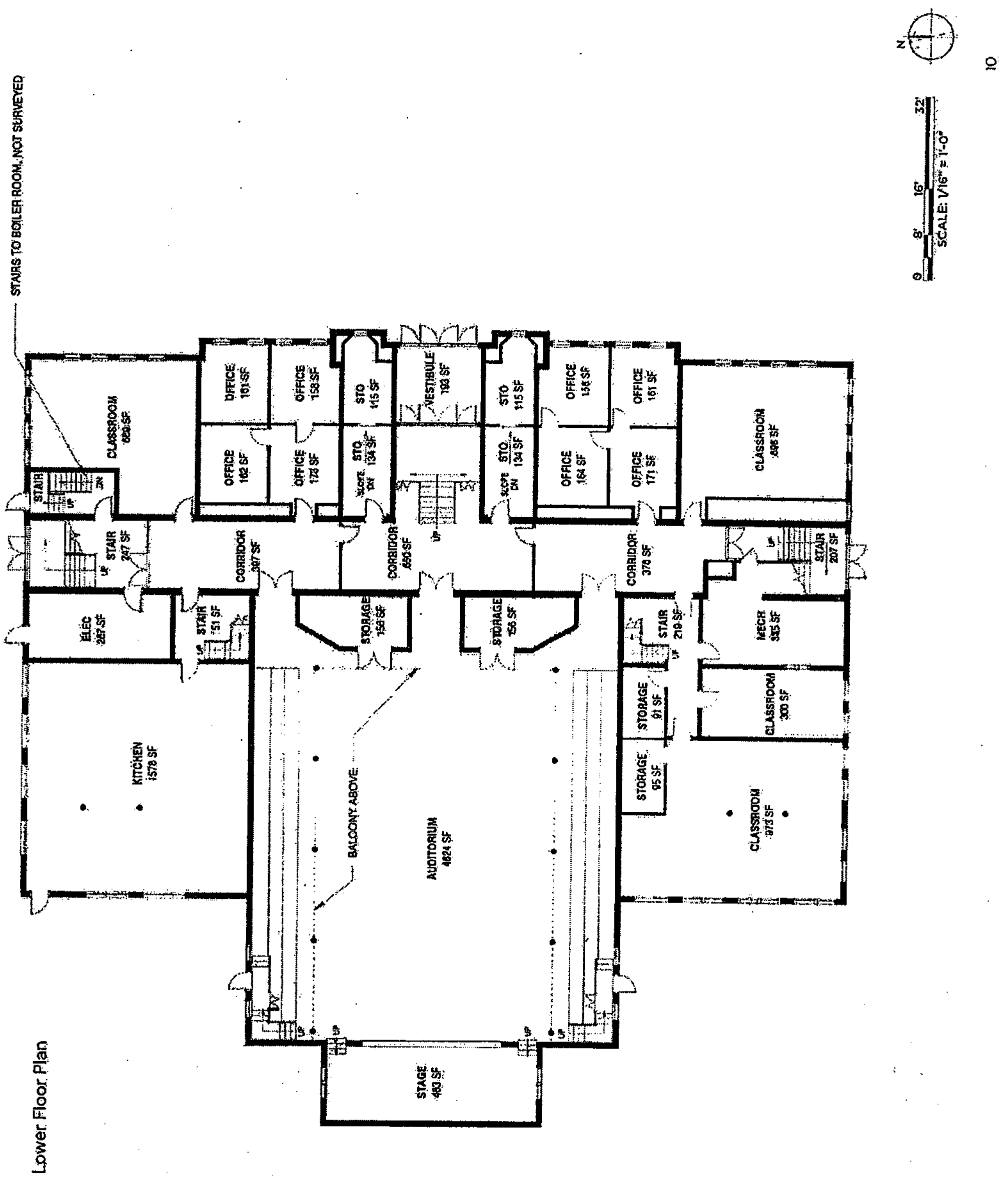


Figure 4 Existing Lower Floor Plan

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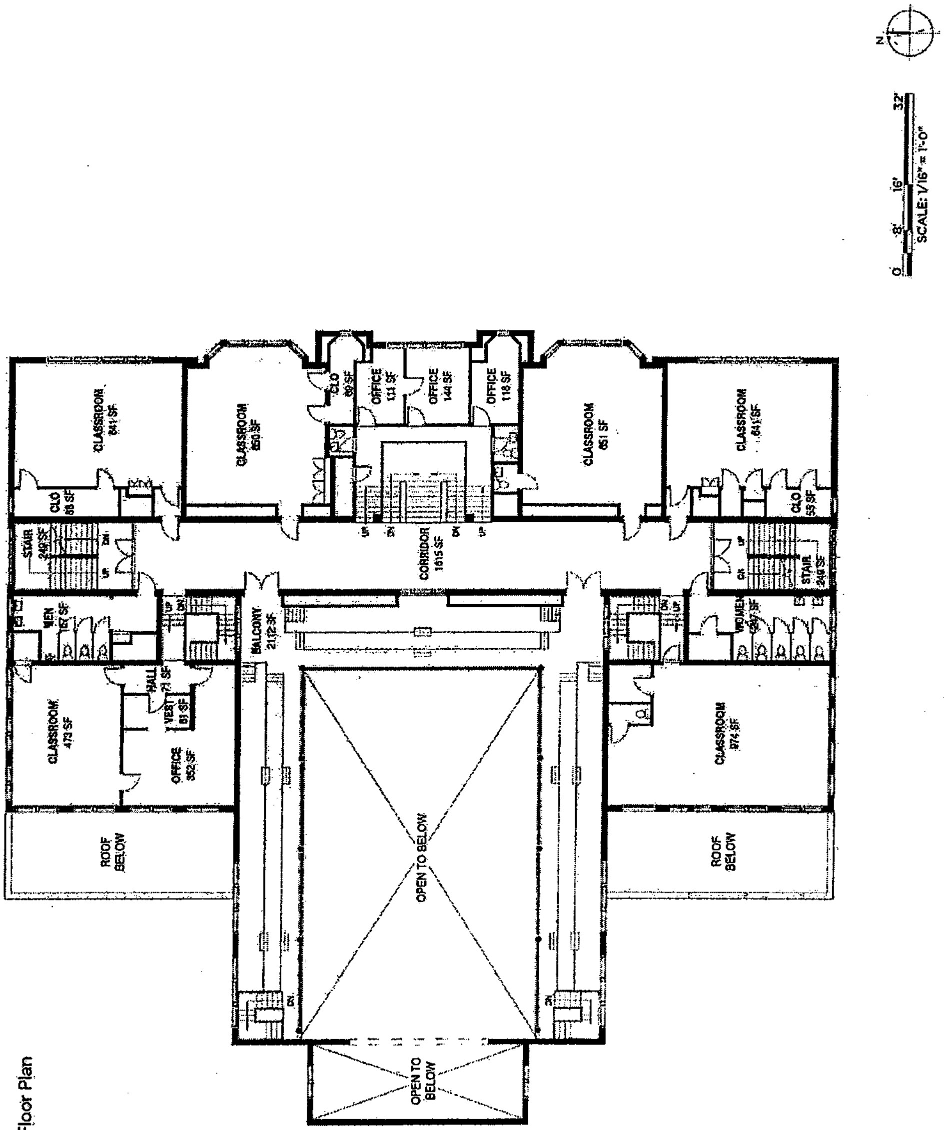
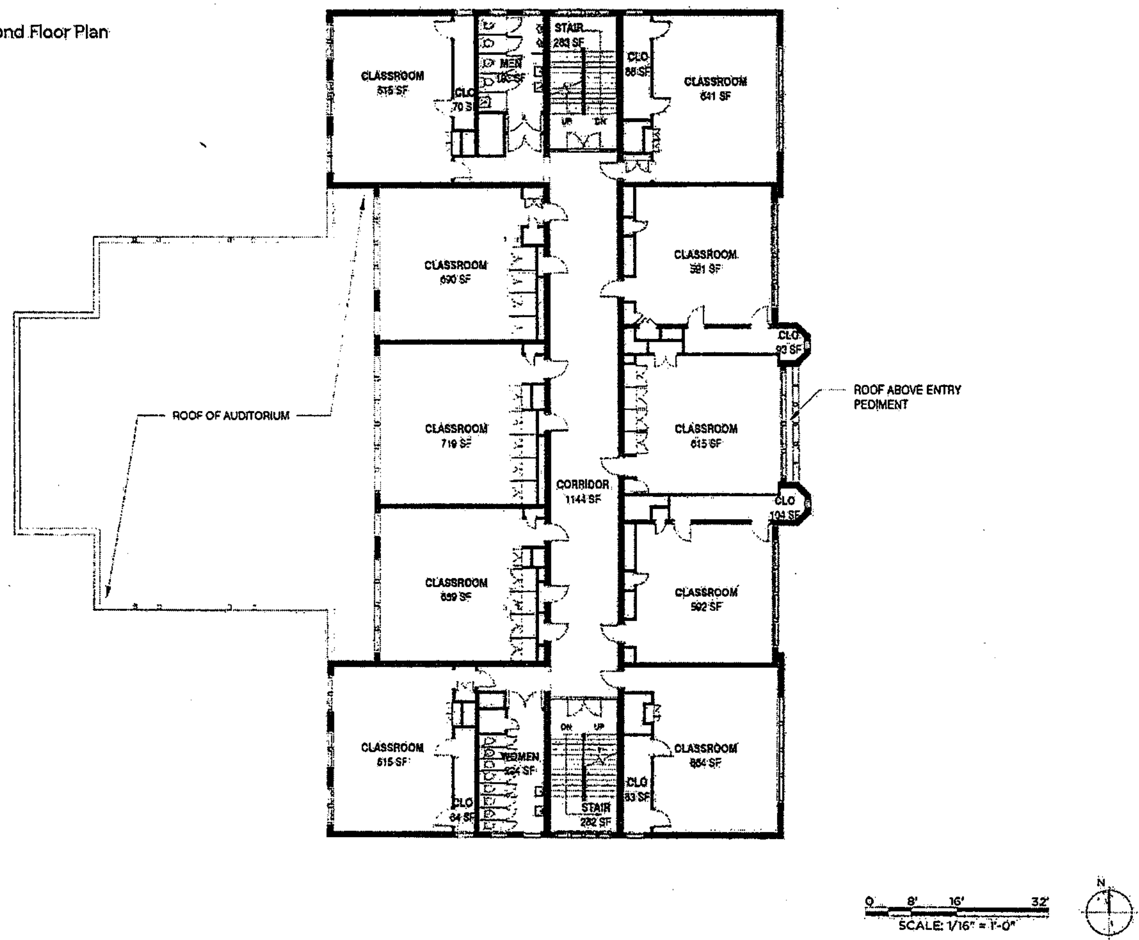


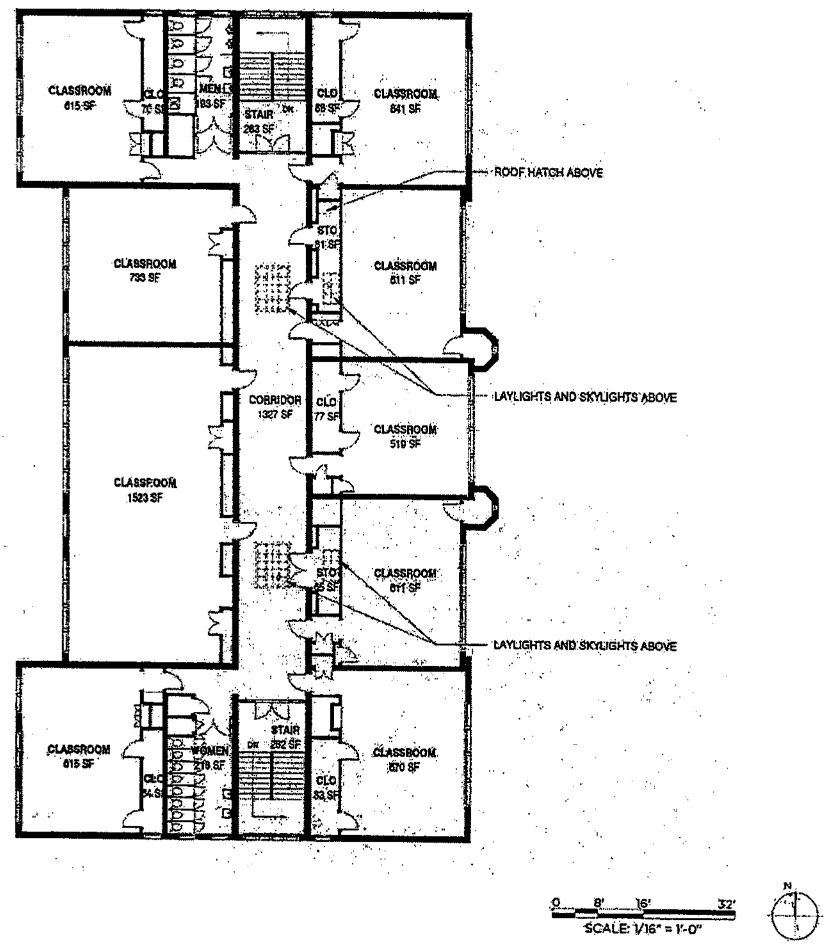
Figure 5 Existing First Floor Plan

Figure 6 Existing Second Floor Plan



12

Figure 7 Existing Third Floor Plan



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2.2 Design Constraints

The building has potential for historic preservation-related grants and funding. Often times, Historic Tax Credits are an important funding source for reuse of brownfield redevelopment projects. In consideration of historic preservation criteria, certain design constraints will dictate the housing typology and mix possible for reuse. There are two primary constraints affecting the design: maintenance of existing partition and structures, and window opening and sizes.

Internal Partitions and Existing Classrooms

Maintaining the internal partition of the building means that unit sizes will be limited by the size of existing major partitions, such as classrooms (Figure 8). Other architectural elements, such as closets, should also be maintained. This also means that entry into the units is fixed and will impact interior layouts. While a new construction building may partition floor space into replicable and similar units, a design challenge for school reuse is that the uniqueness of units is necessitated by existing conditions.

Existing Windows and Impacts on Unit Types

Whereas typical residential units have large but segmented windows for separate living spaces, the continuous windows in the building offer a challenge when subdividing classrooms internally into living areas and bedrooms (Figure 9). As all bedrooms must have access to windows or natural light, windows will dictate how many bedrooms a particular classroom conversion can have, regardless of square footage. A typical solution is to erect interior walls to line up with window mullions to allow light into both living and bedroom space without altering the exterior façade. While maintaining windows will affect the potential unit mix, it is necessary for the preservation of the character of the building, which is a major appeal for such reuses.

Figure 8 Existing classroom partitions

Figure 9 Existing large window bays and mullions

2.3 Proposed Program

The proposed program for reuse includes a 26-unit housing conversion of the 26 classrooms, totaling over 21,000 SF of rentable space (housing). The unit mix includes thirteen (13) 2-bedroom units, with variation in the number of baths, and thirteen (13) 1-bedroom units, some equipped with a den due to excess space and window partitioning constraints (Table 4). The lower floor is equipped with over 11,000 SF of tenant amenity spaces, including a mail room, bike storage room, generic flex spaces, and rentable small and large event spaces that can support larger, community events and work functions.

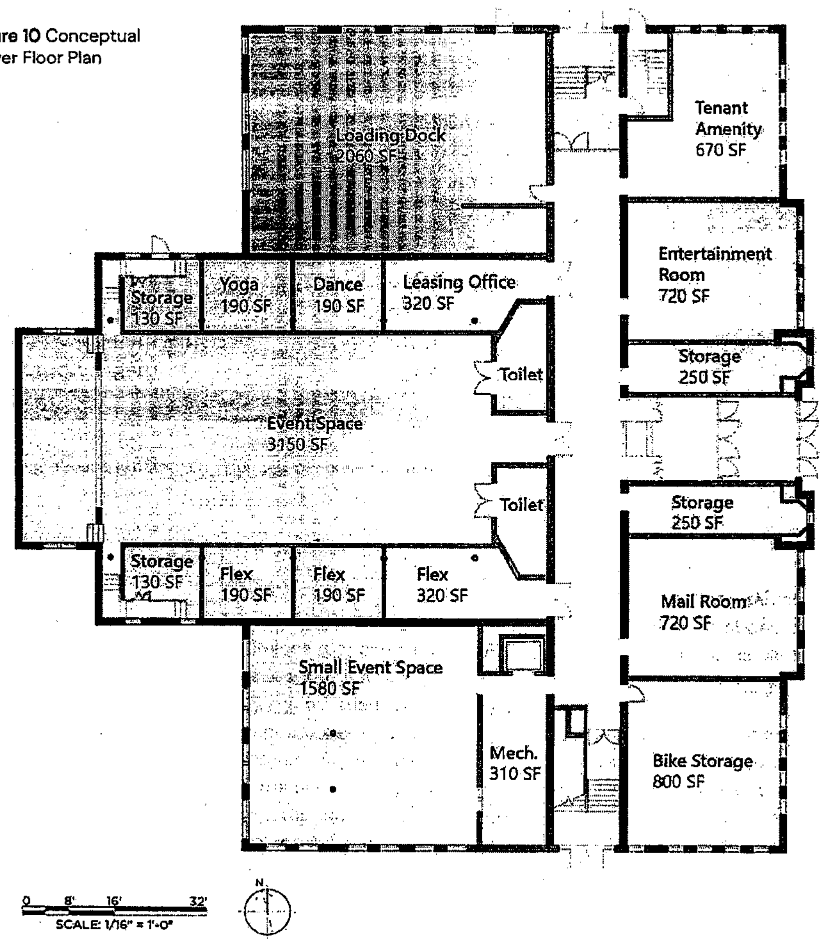
To modernize the building, two vertical penetrations are included in the smaller north and south stairwells adjacent to the gymnasium to support an elevator and a trash chute connected to a loading area in the rear of the building. This will require partial opening in the floor and ceiling of the second and third floor to complete the connection.

Figures 10-13 illustrate the test fits of the proposed program. The lower floor is dedicated to tenant amenities and event space, while the upper three floors are residential units. Figure 12 illustrates a typical unit layout plan for the second and third floors.

Table 4 Proposed Program and Unit Mix of Loraine W. Bills School Reuse

Unit Type:	Size (sf)	Count
1-Bedroom 1-Bath	700 – 750 sf	10
1-Bedroom 1-Bath with Den	810 – 820 sf	3
2-Bedroom 1-Bath	800 – 1,050 sf	9
2-Bedroom 2-Bath	1,040 – 1,290 sf	4
Housing Total:		26
Amenity Spaces:	**Size (sf)**	**Count**
Mail Room	720 sf	1
Bike Room	800 sf	1
Fitness Center	2,240 sf	1
Event Spaces	1,580 – 3,150 sf	2
Flex Spaces	190 – 720 sf	8

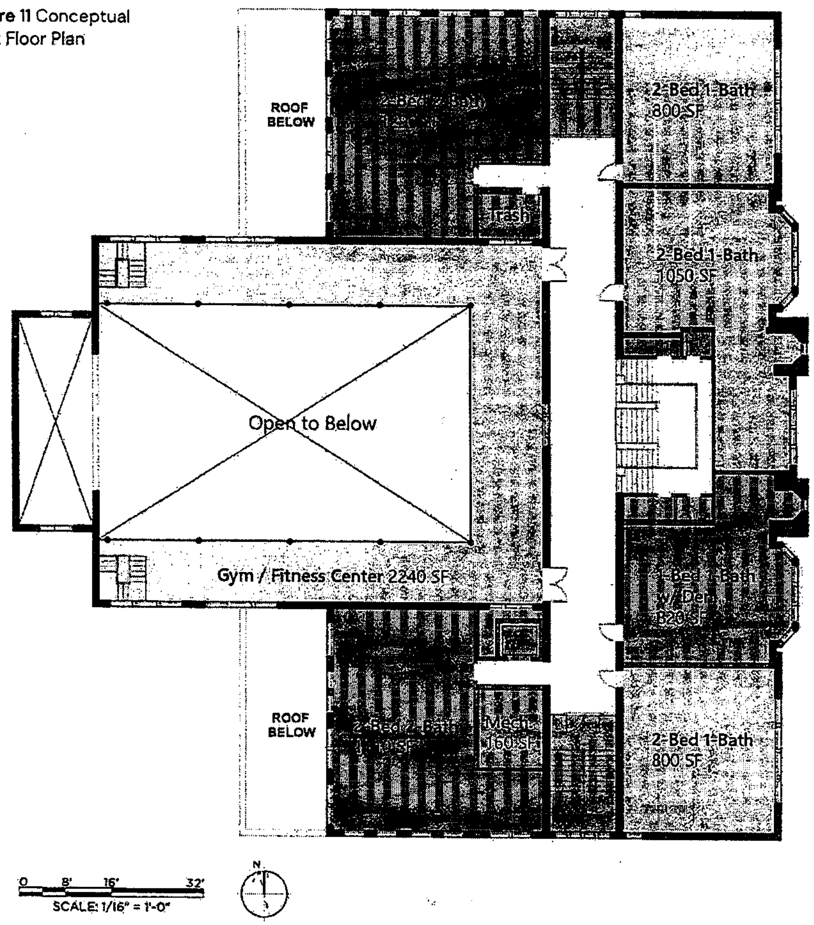
Figure 10 Conceptual
Lower Floor Plan



Lower Floor

The lower floor contains a mix of support spaces and tenant amenities. The loading dock in the northwest (upper) corner of the building is connected directly to the trash chute, which creates an easy separation from other tenant activities and allows for removal through the back of the building. The old auditorium/gymnasium can be converted into a general-purpose event space outfitted with smaller flex rooms and studios to be partitioned under the first-floor bleachers. These rooms and studios can host a variety of uses, from expanding fitness center offerings, such as yoga and dance studios, to supporting on-site leasing offices and the likes. The remaining lower-level spaces can be used for tenant amenities such as mail rooms, bike storage, entertainment rooms, and rentable event spaces.

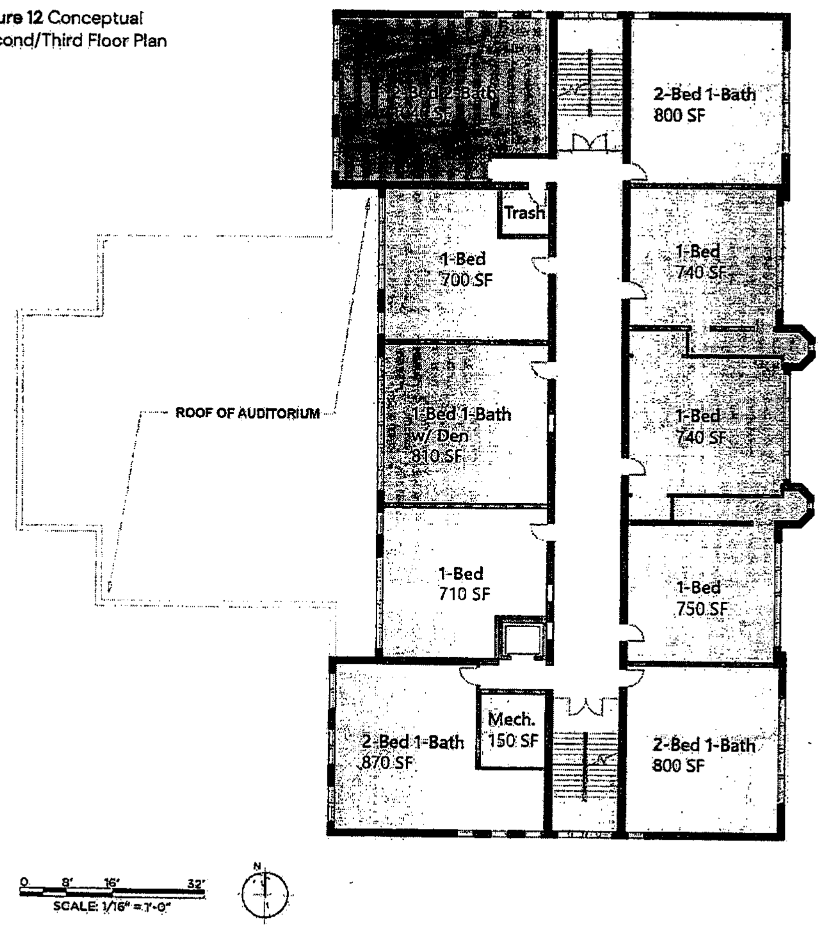
Figure 11 Conceptual
First Floor Plan



First Floor

The existing first floor plan included predominantly classrooms, as well as a few offices, bathrooms, and the upper bleachers of the gymnasium. Under the proposed redevelopment plan, the office and bathroom partitions are removed and absorbed into residential conversions or mechanical space. The upper bleachers of the gymnasium can be closed off with a glass curtain wall to create a linear fitness center overlooking the event space below.

Figure 12 Conceptual
Second/Third Floor Plan



Second and Third Floor

The second and third floors have the same floor plate and partitions. While there is a larger classroom on the third floor in place of two smaller classrooms, the large classroom can be subdivided to accommodate two smaller units to replicate the second-floor plan, which will increase reuse efficiency by stacking vertical elements such as bathrooms and kitchens for plumbing and ventilation.

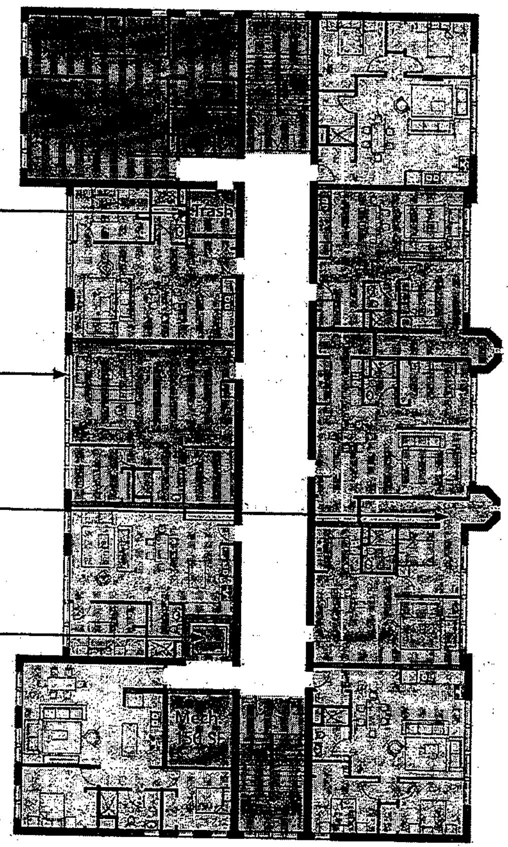
Figure 13 Conceptual Second/Third Floor Typical Unit Plan

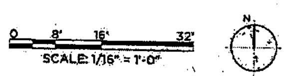
Vertical penetration created on second and third level for trash disposal

Original Classroom geometry maintained

Original closet geometry maintained

Vertical penetration created on second and third level for elevator

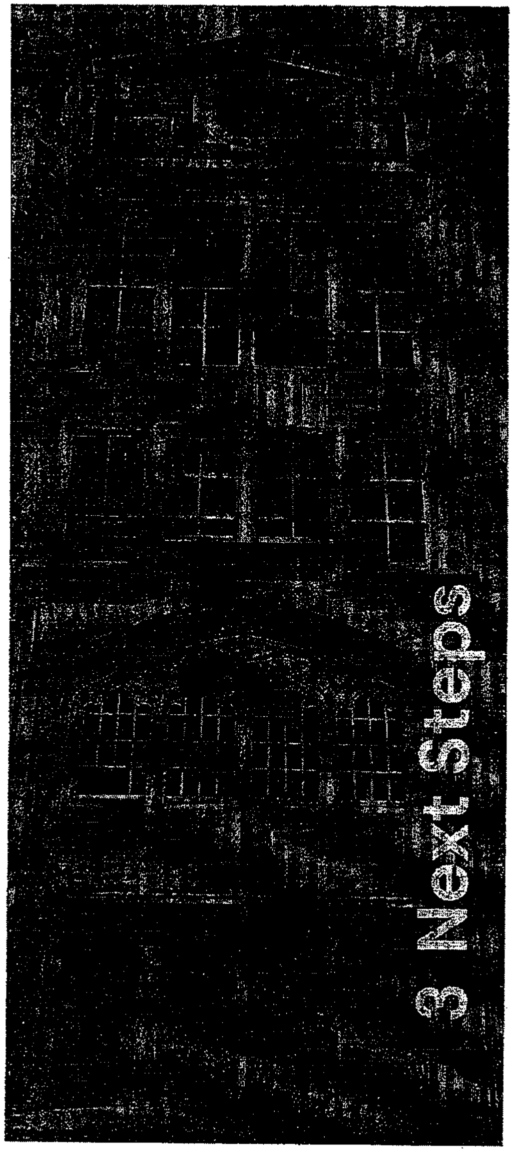




Second and Third Floor Typical Unit Plan

The typical unit plan illustrates the interior partitions of rental units. The floor plan maintains most existing partitions, including all existing classroom partitions. Original geometry for large closets is also maintained, where appropriate.

Corner units are used for 2-bedroom options due to access to windows and natural light along two walls. 1-bedroom options are located in the middle of the floor plan due to design limits associated with large continuous window bays. Interior partitions are constrained by existing window mullions, which are natural breaks in the window paneling that allows for interior walls to abut the exterior wall.



3 Next Steps

The site design options presented in this report provide an opportunity for the potential redevelopment of the Loraine W. Bills School. The design options incorporate key considerations for possible grants and funding sources related to the historic preservation of the building in its reuse. Some key next steps to consider include:

- **Identify potential development partners.** Engage with potential developers, whether private or public, to identify strengths and concerns for the redevelopment scheme presented. Developers familiar with the area will be better equipped to provide up-to-date market information on development costs, likely rental price points, and break-even considerations for renovation.
- **Address additional zoning and site access issues.** As a site with a tight lot-line and limited vehicular parking and access, solutions will be needed to address future building needs, such as residential parking, loading access, and trash collection in collaboration with the Village and related departments. Potential solutions may include shared parking lots, adjacent land acquisitions, or acquiring access easements.
- **Explore historic designations and funding sources.** As a building imbued with history, the Loraine W. Bills School may be eligible for Historic Tax Credits and other related historic preservation funding sources. While the design addresses typical preservation elements, consultations with the State Historic Preservation Office (SHPO) could elucidate any further requirements specific to the site that may impact redevelopment and funding.

SCHEDULE E

ANNUAL STATUS REPORT

January __, 20__

Re: New Project Verification

Dear:

The Herkimer County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the Town and Village of Herkimer, Herkimer County, New York.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by ___________________________. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:
Contact phone number:
(Please-correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note?
Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued ________________
- Outstanding principal balance of such bond or note at December 31, 20__ ________________
- Principal paid during 20__ ________________
- Outstanding principal balance of such bond or note at December 31, 20__ ________________

Interest rate on mortgage as of December 31, 20__ ________________

Final maturity date of the bond or note ________________

Is the Company a not-for-profit? ________________

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 20__?
Yes No

If so, please provide the amount of sales tax savings received for each year ____________________

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during 20__?
Yes No

The amount of the mortgage recording tax that was abated during 20__: ________________

Job Information

Number of full time equivalent employees ("FTE") existing jobs by category **before Agency status**:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Current number of FTE employees for 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **created** during 20__ as a result of the assistance received through the Agency by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **retained** during 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 20__ ____________________

Number of FTE construction jobs during 20__ ____________________

Salary and Fringe Benefits

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate: Yes No

If not, please provide the revised amounts using the table below:

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Mohawk Valley Economic Development[1]				

[1] The Mohawk Valley Economic Development region consists of the following counties: Otsego, Oneida, Schoharie, Montgomery, Fulton and Herkimer.

Capital Investment Information

20__ Capital Investment	____________
Real Estate	____________
Construction	____________
Machinery and Equipment	____________
Other Taxable Expenses	____________
Other Non-Taxable Expenses	____________
Total Capital Investment	____________

Officer's Certification

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of December 1, 2025 by and between the Company and Herkimer County Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: ______________________________
(Authorized Company Representative)

Date: ________________________

SCHEDULE F

CERTIFICATION FOR COVERED PROJECTS

See attached.

Bureau of Public Work
State Office Building Campus
Building 12 – Room 130
Albany, New York 12226

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

Official Use Only
Date received: ____________

PRC No. previously issued: ____________

Certification For Covered Project

Request For Wage and Supplement Information

Submit this form to certify if a project is covered by LL 224-a or to request a Public Subsidy Board covered project determination. May be mailed to above address or emailed to: labor.sm.5184851870Fax@labor.ny.gov

Complete Fillable Fields or Form Must be Typewritten Submitted By: ☐ Owner ☐ Developer

A. Contract to be let by:

1. Name: ____________
   Complete Address: ____________
   Telephone: ____________ Fax: ____________
   Email: ____________
2. Send Reply to: ____________
   Complete Address: ____________
   Telephone: ____________ Fax: ____________
   Email: ____________
3. Contract Date: ____________
   Construction Start Date: ____________
   (may be approximate if no specific date)
   Contract Name or ID Number: ____________
4. Prime Contractor(s): ____________
   List Known Sub-contractors:

B. Project Particulars

5. Project Name: ____________
   Description of Work:
6. Location of Project: ____________
   Address: ____________
7. Nature of the Project (check all that apply):
   ☐ New Construction
   ☐ Addition to Existing Structure
   ☐ Demolition, Abatement
   ☐ Reconstruction, Maintenance, Repair, Alteration
   ☐ Other: ____________
   ☐ Heavy/Highway
   ☐ Sewer/Water Line
   ☐ Renewable Energy
   ☐ Thermal Energy Network
8. List All Subsidies and Source:

Total Project Cost: $ ____________ **Total Amount of Subsidies: $** ____________

Subsidies Equate to ______ **Percent(%) of Total Project Costs**

9. Name and Title: ____________

   Signature: ____________

REQUIREMENTS OF ARTICLE 8 SECTION 224-a OF THE NEW YORK STATE LABOR LAW

Each owner and developer subject to the requirements of this section shall comply with the objectives and goals of minority and women-owned business enterprises pursuant to article fifteen-A of the executive law and service-disabled veteran-owned businesses pursuant to article seventeen-B of the executive law.

10. Is the Owner a minority, women, and/or service-disabled veteran owned business? ________

11. Is the Developer (if different from owner) a minority, women, and/or service-disabled veteran owned business? ________

12. List all Contractors and Sub-Contractors who are minority, women, and/or service-disabled veteran owned business:

CERTIFICATION / REQUEST FOR DETERMINATION

As of ______________ (Date) and for a certain project, entitled __________________ (Project Title), ____________________ (Name of Certifier), ________________________ (Title of Certifier), certifies under penalty of perjury pursuant to NYS Labor Law 224-a.8.a. that:

- ☐ It is unknown if this project is subject to the provisions of NYS Labor Law 224-a and a binding determination from the Public Subsidy Board is hereby requested.
- ☐ This project is subject to the provisions of NYS Labor Law 224-a
- ☐ This project is not subject to the provisions of NYS Labor Law 224-a (if not subject, check all that apply)
  - ☐ Total construction project costs are under $5 million dollars.
  - ☐ Total aggregate public funding equates to less than 30% of total construction project Costs.
  - ☐ The project is exempted by one of the provisions of Subdivision 4 of NYS Labor Law 224-a. Please specify: ________________________________
  - ☐ The public funding is exempted by one of provisions of Subdivision 3 of NYS Labor Law 224-a. Please specify: ________________________________

Signature: ______________________________ Address of Certifier:

Date: ______________

The certification should be signed by members of management who are responsible for and knowledgeable, directly or through others in the organization, about the matters covered by the assertion.

REQUIREMENTS OF ARTICLE 8
(SECTIONS 220 THRU 224-C)
OF THE NEW YORK STATE LABOR LAW
COVERED PROJECTS SUBJECT TO PREVAILING WAGE:

A "covered project" means construction work done under contract which is paid for in whole or in part out of public funds where the amount of all such public funds, when aggravated, total at least thirty percent of the total construction project costs and where such project costs are over five million dollars.

"Public funds" shall mean any of the following: (a) The payment of money, by a public entity, or a third-party acting on behalf of and for the benefit of a public entity, directly to or on behalf of the contractor, subcontractor, developer or owner that is not subject to repayment, (b) the savings achieved from fees, rents, interest rates, or other loan costs, or insurance costs that are lower than market rate costs; savings from reduced taxes as a result of tax credits, tax abatements, tax exemptions or tax increment financing; savings from payments in lieu of taxes; and any other savings from reduced, waived, or forgiven costs that would have otherwise been at a higher or market rate but for the involvement of the public entity, (c) money loaned by the public entity that is to be repaid on a contingent basis, and (d) credits that are applied by the public entity against repayment of obligations to the public entity.

"Public funds" shall NOT mean any of the following: (a) benefits under section 421-a of the Real Property Tax Law, (b) funds that are not provided primarily to promote, incentivize, or ensure that construction work is performed, (c) funds used to incentivize or ensure the development of a comprehensive sewage system, provided such work shall be deemed a public work, (d) tax benefits provided for projects the length and value of which are not able to be calculated at the time the work is to be performed, (e) tax benefits related to brownfield remediation or brownfield redevelopment, (f) funds provided pursuant to subdivision 3 of section 2853 of the Education Law, and (g) any other public monies, credits, savings or loans, determined as exempt by the Public Subsidy Board established pursuant to section 224-c of the New York State Labor Law.
Such covered projects are subject to the prevailing wage requirements of section 220 and 220-b of the New York State Labor Law.

Exemptions from what constitutes a covert project subject to prevailing wage can be found in section 224-a.4 and include but are not limited to: construction work performed under a contract with certain not-for-profit corporations, construction work performed on certain affordable housing projects, construction work performed under a labor peace agreement, project labor agreement, or pre-hire collective bargaining agreements between an owner or contractor and a bona fide building and construction trade labor organization which has established itself as the collective bargaining representative for all persons who will perform work on such a project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform work on such a project.

The owner or developer of such covered projects shall certify under penalty of perjury within five days of commencement of construction work whether the project at issue is subject to the provisions of this section using the Certification for Covered Project/Request for Wage and Supplement Information form

The owners or developers of a property who are undertaking a project under private contract, may seek guidance from the Public Subsidy Board and the board may render a binding determination as to any particular matter related to an existing or potential covered project. Requests for a Board determination must be made by submitting this form (PW-39a) to the Bureau of Public Work via mail or the email listed at the top of page 1. All correspondence to the Public Subsidy Board may be sent to:

New York State Department of Labor – Bureau of Public Work
Attn: Public Subsidy Board Secretary
State Office Building Campus
Building 12 – Room 130
Albany, NY 12226

Information regarding the Public Subsidy Board, its bylaws and procedures, meeting agendas, recordings of past meetings, and list of determinations issued by the Board can be found at: https://dol.ny.gov/public-subsidy-board

PREVAILING RATE SCHEDULE:
The Labor Law requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.

The prevailing rate schedule of wages and supplements listing the hourly rates for the trades and the occupations of the workers to be employed on the project may be obtained from the Bureau of Public Work of the New York State Department of Labor by completing and forwarding the Certification for Covered Project/ Request for Wage and Supplement Information form. A legible statement of all applicable wage rates and supplements MUST be posted by all contractors and subcontractors in a prominent and accessible place on the site where the work is performed. The posting must be capable of withstanding adverse weather conditions and be titled "Prevailing Rate of Wages," in lettering no smaller than 2 inches in height and 2 inches in width.

All contractors and subcontractors shall notify all laborers, workers or mechanics in their employ in writing on all pay-stubs of the prevailing rate of wage for their job classification(s).

All contractors and subcontractors shall keep original payrolls or transcripts thereof, subscribe and sworn to or affirmed by him or her as true under the penalties of perjury, setting forth the names and addresses and showing for each worker, laborer, or mechanic the hours and says worked, the occupations worked, the hourly wage rates paid and the supplements paid or provided.

WITHHOLDING OF PAYMENTS FROM CONTRACTORS:
If the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b of the Labor law to so notify the financial officer of the Department of Jurisdiction that awarded the contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau of Public Work as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor.

The Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

STOP WORK ORDERS:
If the Bureau of Public Work finds cause to believe that any person, in connection with the performance of a covered project, has substantially and materially failed to comply with or intentionally invaded the provisions of this article, the fiscal officer may notify such a person in writing of the intention to issue a stop-work order and their right to a hearing. If a stop-work order is issued following a hearing it shall remain in effect until the Commissioner of Labor directs that it be removed, upon a final determination on the complaint or where such failure to comply or evade has been deemed corrected.

CHANGE WORK ORDERS AND COST OVERRUNS:
For projects where within five days of commencement of construction the total construction costs were estimated to be below five million dollars or the total aggregate public funds were below 30% of total construction costs exceeding five million dollars, any change-work orders, cost overruns or an increase in public funding that results in total project costs exceeding five million dollars or public funds exceeding 30% of total construction costs were total costs exceed five million dollars, the provisions of section 224-a will become applicable and the project shall be thereafter deemed a covered project.

The Certification for Covered Project/Request for Wage and Supplement Information form must then be completed and submitted within five business days.