

**RECORD OF EDPL ARTICLE 2 PUBLIC HEARING
ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

November 20, 2025

Clay Town Hall

Clay, New York

Proposed Micron New York Semiconductor Manufacturing LLC Project

Transcript of November 20, 2025 EDPL Article 2 Public Hearing

Exhibit 1 – November 19, 2025 letter with objections from Christopher M. McDonald, Esq.

Exhibit 2 – November 19, 2025 letter from Jean Marie Gildemeyer-Russo

Exhibit 3 – November 18, 2025 letter with objections from Scott A. Lickstein, Esq. with
Enclosure

- Agreement dated July 27, 2005

Exhibit 4 – Affidavit of Publication of EDPL 202(A) Notice in The Post-Standard

Exhibit 5 – Public Hearing Sign-in Sheet

Exhibit 6 – November 7, 2025 EDPL 202 (C) Notice letter to Azalia M. King and counsel, with
certified mail receipts

Exhibit 7 – November 7, 2025 EDPL 202 (C) Notice letter to SSO Holdings, LLC, with certified
mail receipt

Exhibit 8 – November 11, 2025 email from Alexander Pontiff

Exhibit 9 – November 11, 2025 email from Jessica Montena

Exhibit 10 – November 13, 2025 email from Daniel Cicalese

Exhibit 11 – November 13, 2025 letter from Sheila Angeli

Exhibit 12 – November 14, 2025 letter from Scott Landes

Exhibit 13 – November 15, 2025 letter from Mary Nortman

Exhibit 14 – November 16, 2025 letter from Mary Stine

Exhibit 15 – November 16, 2025 email from Bernice Finnegan Strother

Exhibit 16 – November 17, 2025 email from Rev. Tonya Eza

Exhibit 17 – November 17, 2025 letter from Kimberly Bremerman

Exhibit 18 – Undated letter from Rick and Renee Neiderman

Exhibit 19 – Undated letter from Thomas H. Boll

Exhibit 20 – November 17, 2025 letter from Rev. Richard Yost

Exhibit 21 – November 19, 2025 email with attachment from Connie Frizzell and Thomas
Frizzell, Jr.

Exhibit 22 – November 19, 2025 email from Mark and Lisa (Carlisle) Valletta

Exhibit 23 – November 19, 2025 email from Stephen Carlisle

Exhibit 24 – November 19, 2025 letter from Katie Turner

Exhibit 25 – November 20, 2025 email and attachment from Dawn Brocious

Exhibit 26 – November 20, 2025 letter from Jacob Miller

Exhibit 27 – November 21, 2025 email from Matt Spano

Exhibit 28 – Undated letter from Renee Cordell

Exhibit 29 – Undated letter from “An Onondaga County Resident”

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 STATE OF NEW YORK

3 ONONDAGA COUNTY

4 INDUSTRIAL DEVELOPMENT AGENCY

5 Pursuant to Article 2 of the Eminent Domain

6 Procedure Law, Regarding the Potential

7 Acquisition, Public Use, Benefit and Purpose of

8 OCIDA's Acquisition by Eminent Doman of Certain

9 Interests for the Proposed Micron New York

10 Semiconductor Manufacturing, LLC Project.

11 PUBLIC STATEMENT HEARING

12 DATE: November 20, 2025 at 9:01 a.m.

13 LOCATION: Town of Clay Town Hall

14 4401 Route 31

15 Clay, New York 13041

16 BEFORE: Mark McNamara, OCIDA

17 Daniel Coleman, OCIDA

18
19
20
21 Reported by Kristen Lawler
22
23
24
25

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 (The hearing commenced at 9:01 a.m.)

3 MR. McNAMARA: Before we begin, one
4 issue is the mics are very sensitive. So, if there's
5 people speaking -- if we -- if other -- particularly
6 if other people are speaking, it gets picked up on
7 the mic and the Court Reporter can't take it down.
8 So, I'll ask everyone to please be quiet and
9 respectful of other people when they're speaking.

10 I'll start the -- I'll go through the
11 introduction of the public hearing, and then we'll
12 get to the individual comments. My name is Mark
13 McNamara, I'm with the Law Firm of Barclay Damon. We
14 are counsel to the Onondaga County Industrial
15 Development Agency, and we are the moderator of this
16 public hearing. There are a variety of OCIDA --
17 OCIDA is the Onondaga -- Onondaga County I.D.A.
18 There are a variety of OCIDA personnel who are here,
19 staff and personnel who are here as well.

20 This hearing is being held by the
21 Onondaga County Industrial Development Agency, which
22 I'll refer to as OCIDA or the agency. Pursuant to
23 Article 2 of the New York Eminent Domain Procedure
24 Law, which is the E.D.P.L., and I'll call it that as
25 we go forward, in connection with the potential

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 acquisition by negotiated purchase or eminent domain
3 of, one, the permanent easement rights over two
4 parcels of real property located in the Town of Clay,
5 Onondaga County, New York bearing tax map numbers
6 zero three one point dash zero one dash sixteen point
7 one and zero three zero dash zero one dash zero one
8 point zero.

9 And two, any and all interest that may
10 be held in the parcel located within the town bearing
11 tax map parcels zero four six point zero two dash
12 zero one point zero that are not already owned by the
13 agency. Collectively, those are called the project
14 property interest, and that's how I will refer to
15 that. The real property parcels identified as S.P.L.
16 numbers, the three numbers I just -- I just
17 identified, located in the town are referred to below
18 as the property.

19 The purpose of the potential
20 acquisition of the project property interest is for
21 the unified and comprehensive re-development of the
22 White Pine Commerce Park and proposed Micron New York
23 Semiconductor Manufacturing L.L.C. project, which I
24 will refer to as that -- as project. When I talk
25 about the project, that's what I'm talking about.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 And I will describe in greater detail shortly.

3 For purposes of this presentation, I
4 will refer to the White Pine Commerce Park as the
5 Park and Micron New York Semiconductor Manufacturing
6 L.L.C. as Micron. Micron is a wholly owned
7 subsidiary of Micron Technology Inc., which is the
8 fourth largest semiconductor company in the world and
9 the only U.S. based manufacturer of digital memory.

10 The agency's sponsorship and
11 participation in this public hearing are based on its
12 role as the potential condemner and the requirement
13 of holding a public hearing pursuant to the E.D.P.L.
14 Article 2 to describe the proposed acquisition of the
15 project property interests and to inform the public
16 and to review the public use, benefit, and purpose to
17 be served by the proposed Micron project and the
18 impact of the project on the environment and
19 residents of the locality in which the property will
20 be -- or excuse me, the project will be constructed.

21 Notice of this hearing was properly
22 published as required by law in the Syracuse Post-
23 Standard on November 9, 11, 13, 16, and 18, 2025.
24 Proof of that publication will be made a part of the
25 record of this hearing.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 In addition, copies of the notice of
3 today's public hearing were timely served on each of
4 the assessment record billing owners or licensee of
5 the project property interest and their respective
6 legal counsel by certified mail return receipt
7 requested pursuant to E.D.P.L. 202. Copies of those
8 letters and certified mailing receipts will also be
9 made part of the record of this hearing.

10 Anyone attending the hearing who
11 wishes to speak should identify themselves, their
12 address, the organization with which they're
13 affiliated on the sign in sheet at the entrance to
14 the -- the room. The sign in sheet -- I now have the
15 sign in sheet, and if you didn't get an opportunity
16 to sign that, you can -- you -- I will -- at the end
17 of when I go through all of the names with the people
18 who did sign in, you may come up and speak as well,
19 and we'll just get your name at that time.

20 Owners who may subsequently wish to
21 challenge condemnation of any real property interests
22 they have in the property and the pro -- the project
23 property interests via judicial review may do so only
24 on the basis of issues, facts, and objections that
25 they -- that they raise at this public hearing.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 Again, I will call the speakers in the
3 order in which they signed in. Each speaker is
4 limited to approximately three minutes, there are a
5 lot of people here, with latitude -- extra latitude
6 being given to any representative to the -- to the
7 legal representatives and the -- of the Russo with
8 the S.S.O. property and to Mrs. King in the event her
9 counsel wish to speak.

10 There are a number of letters, emails
11 including from counsel for Mrs. King, which have
12 already been received by the agency and which will be
13 made part of the -- this public record. The
14 Stenographer is here to take down everything that's
15 said and to preserve your comments. Again, you'll be
16 speaking right here at the mic. Your comments will
17 be part of the public hearing.

18 If anyone has any written materials,
19 and I've already received some, if anyone has any
20 written materials which they would like to submit,
21 instead of speaking or in addition to speaking,
22 please give those to us before you leave. And again,
23 those will be made exhibits and part of the public
24 record.

25 Prior to this hearing, as I said, we

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 already received several emails and letters,
3 including not limited to a November 18 letter from
4 the Newman and Lickstein Law Firm on behalf of Azalia
5 King. Again, all of those materials will be part of
6 the record.

7 And the -- this hearing will be left
8 open to receive any additional materials or written
9 submissions people may wish the agency to consider as
10 part of the hearing, but those materials or written
11 submissions should be forwarded, mailed, or delivered
12 so that they are received, not mailed by, received by
13 the close of business on or before November 26, 2025,
14 and they should be sent or delivered to Robert
15 Petrovich, Executive Director, Onondaga County
16 Industrial Development Agency, 335 Montgomery Street,
17 Floor 2M, Syracuse, New York 13202.

18 Now the -- with respect to the
19 project, a more -- a greater, more detailed
20 description is as follows. Micron plans to invest
21 approximately one hundred billion dollars over the
22 next sixteen years to construct and operate a large
23 scale, state of the art, Dynamic Random Access
24 Memory, which is DRAM, the shorthand version,
25 Semiconductor Manufacturing Facility at the Park.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 That's the Mic -- which was referred to as the Micron
3 Campus, what I've just described.

4 In addition to the Micron Campus,
5 Micron also plans to construct a Rail Spur and
6 construction material conveyance facility to reduce
7 truck trips and support construction of the Micron
8 Campus. That I'll refer to as the Rail Spur site.

9 A childcare center, healthcare center,
10 and recreational center to serve its employees,
11 that's the childcare site, and to lease existing
12 warehouse space within twenty miles of the Micron
13 Campus, which would be the warehouse site -- site,
14 collectively with the Micron Campus, all of that is
15 the project.

16 The application requests the agency
17 acquire the project property interest by eminent
18 domain or negotiated purchase to effect -- to
19 effectuate the project. The one thousand three
20 hundred seventy-seven acre -- approximately one
21 thousand three hundred seventy-seven acre, Micron
22 Campus will include the Park, a twenty-eight -- an
23 approximately twenty-eight acre portion of the Park,
24 so located in the Town of Cicero, Onondaga County,
25 New York bearing tax map number zero nine one point

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 dash zero one dash zero two point one, the nine --
3 approximately nine acre Burnett Road right of way,
4 and an approximately one acre portion of the property
5 -- or excuse me, of the parcel located in the town
6 bearing tax map number zero four eight point dash
7 zero one dash zero two point one.

8 The Rail Spur site will consist of
9 approximately thirty-eight acres located west of 8625
10 Caughdenoy Road, tax parcel number zero four six
11 point dash zero two dash zero three point two. The
12 childcare site will consist of approximately thirty-
13 one acres located at 9100 Caughdenoy Road, tax map
14 parcel zero four two point -- dash zero one dash
15 thirteen point zero, and the warehouse site will be
16 located at a yet to be determined industrial zoned --
17 industrially zoned area within twenty miles of the
18 Micron Campus.

19 The Micron Campus will be served by a
20 new industrial wastewater treatment plant, the
21 I.W.W.T.P., and other wastewater and reclaimed water
22 utilities located at the existing approximately
23 seventy-six acre Oak Orchard site owned by the County
24 in the Town located at 4300 Oak Orchard Road, it's
25 the Oak Orchard site, a new industrial wastewater and

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 reclaimed water conveyance between the Micron Campus
3 and the Oak Orchard site.

4 The parcel bearing tax map number zero
5 four six point dash zero two dash zero one point zero
6 is located within the Park and the parcels bearing
7 tax map parcel zero thirty-one dash zero one dash
8 sixteen point one and zero three zero dash zero one
9 dash zero one point zero are located between the Oak
10 Orchard site and the proposed Micron Campus.

11 These three parcels together with the
12 remaining Micron Campus, the Oak Orchard site, the
13 Rail Spur site, the childcare site, and the warehouse
14 site are collectively referred to as the project
15 site. The agency is considering an application from
16 Micron in connection with the development and
17 operation of the Micron Campus component of the
18 project.

19 As I stated, approximately one
20 thousand three hundred thirty-nine acres of the one
21 thousand three hundred seventy-seven acre proposed
22 Micron Campus will be located in the Park. The
23 agency now owns the entirety of the Park, including
24 the parcel bearing tax map number zero four six dash
25 zero two dash zero one point zero, which is the

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 subject of a license -- to -- or subject to a
3 license.

4 The agency intends to acquire by
5 eminent domain or negotiated purchase any and all
6 interest that may be held in that parcel not already
7 owned by the agency in order to further the re-
8 development of the Park and proposed Micron project.
9 In connection with that component of the project, the
10 agency has offered the owner of that license interest
11 compensation well in excess of its appraised value.

12 The County currently owns and operates
13 an industrial wastewater treatment plant on its oak -
14 - on its Oak Orchard site. Both the construction and
15 operation of the proposed Micron Campus will require
16 increased utility infrastructure. In connection with
17 this need, as I stated earlier, the County intends to
18 construct a new industrial wastewater treatment plant
19 at its Oak Orchard site.

20 The Micron Campus will also require a
21 new reclaimed water conveyance between its location
22 at the Park and the Oak Orchard site. Acquisition of
23 the project property interest in the parcels bearing
24 tax map numbers zero three one dash zero one dash
25 sixteen point one and zero three zero dash zero one

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 dash zero one point zero is necessary because those
3 parcels are located between the proposed location of
4 the Micron Campus and the oak -- and the Oak Orchard
5 site. And the new industrial wastewater and
6 reclaimed water conveyance to service the Micron
7 Campus will be constructed and operated on those
8 parcels.

9 The anticipated public use benefit and
10 purpose of the project includes but is not limited
11 to, one, construction of new infrastructure in an --
12 in an industry of local, state, and national
13 importance with such infrastructure constituting the
14 largest domestic producer of DRAM chips that have
15 crucial applications in military equipment,
16 cybersecurity technology, the aerospace industry, and
17 artificial intelligence.

18 Two, investment in workforce
19 development generating four thousand -- approximately
20 four thousand on-site construction jobs,
21 approximately nine thousand permanent on-site
22 operations jobs, and spurring the creation of
23 approximately forty thousand vendor supply chain,
24 construction, community, and other jobs in the
25 regional economy and throughout the state.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 And three, other substantial economic
3 improvements within the region including ten billion
4 dollars approximately in real G.D.P. impacts,
5 additional tax revenues and investments of five
6 hundred million dollars approximately in local and
7 regional initiatives that advance identified
8 community needs, all of which will advance the job
9 opportunities, health, general prosperity, and
10 economic welfare of the people of the County and the
11 State.

12 And now we will hear from anyone who
13 wishes to speak as I described before. First one is
14 John Russo from S.S.O. Holdings.

15 COURT REPORTER: If we can get them --

16 MR. McNAMARA: Excuse me.

17 COURT REPORTER: If we -- if everybody
18 who comes up to speak could just for the record state
19 and spell their name, I'd appreciate that. Thank
20 you.

21 MR. RUSSO: My name -- my name is John
22 Russo, that's J-O-H-N R-U-S-S-O. And I'm here on
23 behalf of S.S.L. Holdings, a family member of the
24 properties OCIDA is considering for easement takings.
25 Please include the this verbal submission in addition

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 --

3 UNIDENTIFIED SPEAKERS: Talk in to the
4 mic.

5 UNIDENTIFIED MALE: Turn it on, turn
6 it up.

7 UNIDENTIFIED MALE: It's not a secret,
8 you don't have to keep this a secret.

9 MR. RUSSO: Sorry about that, guys.

10 CROWD: No, it's not your fault,
11 buddy. Go ahead.

12 MR. McNAMARA: Go ahead, Mr. Russo.

13 MR. RUSSO: Do you want me to spell my
14 name again? I'll start over. My name is John Russo,
15 and I'm here on behalf of S.S.O. Holdings, a family
16 member of the properties OCIDA is considering for
17 easement takings. Please include this verbal
18 submission in addition to the written and emailed
19 submission in the official E.D.P.L. hearing record.

20 Dear Mr. Petrovich and members of the
21 Onondaga County Industrial Development Agency, we are
22 respectfully asking OCIDA to not move forward with
23 the eminent domain because the agency has not met the
24 legal requirements under New York's Eminent Domain
25 Procedure Law and State Environmental Quality Review

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 Act, or SECQRA.

3 Before any property can be taken by
4 eminent domain, the law requires a full and fair
5 review of the potential environmental impacts. This
6 did not happen in this case.

7 The wastewater and reclaimed water
8 pipeline proposed across our property was listed as a
9 connected action to the Micron project. Yet, the
10 environmental analysis of that pipeline is
11 incomplete, segmented, and lacking detail. OCIDA's
12 own documents state that easements quote would not
13 change the current use end quote of our land. But
14 that statement overlooks the reality that a broad
15 easement like this reduces future development
16 potential, restricts how the land can be used, and
17 creates a meaningful long-term impacts.

18 Critically, the environmental review
19 also failed to consider the two natural spring-fed
20 ponds and associated wetlands on S.S.O.'s property
21 adjacent to the Oak Orchard Wastewater Treatment
22 Plant and the risk posed to those sensitive areas if
23 there were any leakage or spills from the proposed
24 wastewater conveyance pipe. In addition, the
25 analysis does not address what would happen in the

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 event of a catastrophic failure of this industrial
3 wastewater line, an essential issue for public
4 safety, environmental protection, and property
5 stewardship.

6 Because OCIDA has not taken the quote
7 hard look at these issues, its environmental findings
8 are incomplete and the law does not permit the agency
9 to proceed with eminent domain under these
10 circumstances. We are simply asking OCIDA to follow
11 the process that New York Law requires, one that
12 protects the environment, the community, and property
13 rights.

14 For these reasons, we respectfully
15 request that OCIDA decline to exercise eminent domain
16 on the S.S.O. properties at this time. Thank you.

17 MR. McNAMARA: Mr. Russo, this is not
18 normally going to be a question and answer. I do
19 have one question. You referenced the --

20 MR. RUSSO: Yes.

21 MR. McNAMARA: -- email. I have the
22 letter. I'm not sure I have the email.

23 MR. RUSSO: My --

24 COURT REPORTER: It was sent by the
25 lawyer.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. RUSSO: Yes, it was sent by the
3 lawyer to the other attorney's office, I think. Yes.

4 UNIDENTIFIED MALE: Mr. Petrovich.

5 MR. McNAMARA: To Mr. Petrovich?

6 MR. RUSSO: Yes.

7 MR. McNAMARA: Okay. Thank you.

8 UNIDENTIFIED MALE: They sent one to
9 you too.

10 MR. McNAMARA: To me? All right.
11 Yeah, I just haven't seen it. All right. Thank you.

12 MR. RUSSO: Yeah, thank you so much.

13 MR. McNAMARA: Next, I think that's
14 Andy Taddeo or Taddeo?

15 MR. TADDEO: In Italy, it would be
16 Taddeo, but my grandparents made it Taddeo, I think.

17 MR. McNAMARA: Thank you.

18 MR. TADDEO: But it's spelled T-A-D-D-
19 E-O. And I'm here representing myself, Immanuel
20 Lutheran Church, in support for the King family. I
21 live in Cicero, New York --

22 UNIDENTIFIED FEMALE: We can't hear
23 you.

24 MR. McNAMARA: Can you please speak
25 into the -- into that mic?

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. TADDEO: Okay.

3 MR. McNAMARA: Thank you.

4 MR. TADDEO: I live in Cicero, New
5 York. It previously was an 8574 Burnett Road. And
6 so, I know what it's like to be forced out of a home
7 that you didn't want to leave. I very much wanted to
8 stay where we were. We planned to stay there our
9 whole life. So, I understand how the King family
10 feels right now.

11 And it's difficult, especially when
12 you think that OCIDA and Onondaga County really, I
13 think, abused the eminent domain function. New York
14 State has -- has a reputation of the worst eminent
15 domain abuse in the country. So, I really think that
16 needs to be changed. Thank you.

17 MR. McNAMARA: Thank you, sir.

18 Darlene Piper.

19 MS. PIPER: Darlene Piper, D-A-R-L-E-
20 N-E P-I-P-E-R. So, I'm here as a neighbor. I didn't
21 think I knew Mrs. King, but I just ran into her
22 daughter, who I went to school with. So, I do know
23 Mrs. King. And I'm in opposition to this idea that
24 you can sign a contract and unbeknownst to you, she
25 lived longer than you anticipated.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 My mother could be just like Mrs.

3 King. Her doctor just told her she could live to a
4 hundred. So, you can't do this. You can't sign a
5 contract and then say, oh, well, we need the land
6 now. We need the house now. You need to move. You
7 need to just stop doing this and honor your contract.

8 And even though I'm not her neighbor-
9 neighbor, I'm not her street-neighbor, I live on the
10 other side of town, I'm in the County of Onondaga, in
11 the Town of Clay, and this is just not right. And I
12 think you all know it's not right.

13 But you got Micron, you spent fifteen
14 minutes giving Micron his -- their advertisement of
15 how wonderful they're all going to be, but not for
16 Mrs. King. So, you need to honor that contract. And
17 even though I heard Ryan McMahon say he didn't sign
18 that contract, he wasn't part of that contract, that
19 doesn't matter. Also, I did sign that. So, that's
20 my two cents. Thank you.

21 MR. McNAMARA: Lorraine Demeter.

22 MS. DEMETER: Lorraine Demeter, D-E-M-
23 E-T-E-R, and I'm speaking for the -- my dear friend
24 Azalia King, or Butch King. Twenty years ago, the
25 County made an agreement with Glenn and Azalia King.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 The Kings would sell their property to the County,
3 and you would grant them lifetime use of the family
4 home and property.

5 The Kings kept their part of the
6 bargain. Now, someone more important than the King
7 says, come along and you want to renege on that
8 agreement and turn Mrs. King at ninety-one years old
9 out of the home she has known for more than fifty
10 years. Lucky you, Glenn King has passed away, one
11 down, one to go.

12 Your more important client has now
13 redirected the money meant for Onondaga County to
14 Idaho and put a two to three-year wait on the New
15 York State project. If they can postpone, so can
16 you.

17 Oh -- oh, and if it's two to three
18 years, Micron says, just kidding, we've changed our
19 mind, remember that you tried to do the same thing to
20 an old woman today.

21 MR. McNAMARA: Mike Demeter.

22 MR. DEMETER: Mike Demeter, D-E-M-E-T-
23 E-R. Twenty years ago, OCIDA signed the contract
24 with Glenn and Azalia King, buying their property
25 with the understanding that they could live out their

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 lives there. OCIDA now wants to renege on that
3 contract.

4 If this is how OCIDA conducts business
5 on a small scale, because this is relatively small
6 compared to the whole project, how can the people of
7 Clay, Cicero, and Onondaga County trust them to be
8 honest and have integrity on a hundred billion dollar
9 project? I can't see how that's going to go. Thank
10 you.

11 MR. McNAMARA: Don Western.

12 MR. WESTERN: This is going to be a
13 challenge. I'm Don Western, W-E-S-T-E-R-N. I live
14 in Fayetteville, New York.

15 UNIDENTIFIED SPEAKER: We can't hear
16 you.

17 MR. WESTERN: My name is Don Western,
18 W-E-S-T-E-R-N. I live in Fayetteville, New York.

19 UNIDENTIFIED MALE: Louder, please.

20 MR. WESTERN: Oh, boy. Third time, my
21 name is Don Western, W-E-S-T-E-R-N. I live in
22 Fayetteville, New York.

23 UNIDENTIFIED FEMALE: Got you. Thank
24 you.

25 MR. WESTERN: For a period of time, I

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 was the Director of Economic Development for Onondaga
3 County, a job that included acting as staff to the
4 county I.D.A. In that capacity, I arranged for the
5 acquisition of land for the new industrial apartment
6 in the Town of Clay. As part of that work, I met
7 with Azalia and Glenn King in the kitchen of their
8 house in Caughdenoy Road to discuss acquisition of
9 their two properties.

10 Prior to meeting with Mr. and Mrs.
11 King, the agency had purchased properties to the
12 north and south of their land. The first of these
13 purchases was completed in November of 1999.
14 Acquisition of the two King parcels, totaling forty-
15 seven acres, including the residence, was essential
16 for the agency to achieve the continuous ownership to
17 a two hundred and fifty-one acre area along
18 Caughdenoy Road and Route 31.

19 The purpose of the acquisitions was to
20 establish control of a large, vacant industrial zone
21 site that could participate in the State's semi-New
22 York chip fab site development program and enable the
23 County to compete on the national market for major
24 business investments. This site was then named the
25 Clay Business Park.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 Negotiation of the terms of
3 acquisition of the King properties included the right
4 of occupancy by Mr. and Mrs. King. Adjacent to the
5 parcel with their residence was this three acre
6 parcel whose owner had no desire to discuss a sale.
7 This parcel had a depth of three hundred and fifty-
8 two feet.

9 The assumption was that if a
10 significant development project occurred, the portion
11 of the king parcel equal in depth to that adjacent
12 parcel would be reserved for the residence, leaving
13 it in place as a pre-existing use and preserving the
14 right of occupancy.

15 However, the adjacent three acre
16 parcel was acquired by the agency in 2021, and a
17 house on it was demolished. With these changes and a
18 scope and magnitude of the Micron project, that
19 strategy for preservation -- preservation is no
20 longer possible.

21 There's been no lack of clarity or
22 transparency as to the current goal of the agency
23 regarding its land acquisitions in Clay to a large
24 site that could compete in the national --
25 international site selection market for a very large

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 project.

3 With Micron, this goal has been
4 achieved at a scale that requires material
5 recalibrations of physical facilities of land use in
6 our county that extend far beyond the site itself.
7 But what matters here is that those recalibrations
8 require the agency to hold all rights to the
9 properties on site, including an 8700 Caughdenoy Road
10 -- Road ending the life occupancy of the residents
11 that was included in a 2005 transaction.

12 I did not have the resources or
13 negotiating skills to convince the Kings to re --
14 relocate in 2005, and thus this anomaly remained for
15 another time. Disrupting the settled life of an
16 elderly person is difficult, painful, unkind, and a
17 project that could leave the existing residents
18 undisturbed would be my preference. That is not
19 possible.

20 I think it's fortunate the arrangement
21 lasted twenty years. And I hope that in a suitable
22 new residence, Mrs. King will have many more years.
23 To make this possible, the offer of just compensation
24 should be sufficient for acquisition of an acceptable
25 residence for Mrs. King.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 There should be no consideration of
3 the prior payment made by the agency in 2005 or the
4 subsequent benefits realized by the tax exempt status
5 of the property since acquisition by the agency.

6 A final note, I left the County in
7 2008. I have no connection to or relationship with
8 the County team that has handled the Micron project
9 since its inception. Thank you.

10 MR. McNAMARA: Thank you very much.
11 Sue Hammond.

12 MS. HAMMOND: Hi, my name is Sue
13 Hammond, H-A-M-M-O-N-D, and I'm not representing an
14 organization, so to speak. I'm -- I'm here basically
15 -- I -- I debated for days whether to come because I
16 knew this was going to be a done deal. This is going
17 to be a done deal.

18 And I noticed what's interesting is
19 the members -- the members of OCIDA are -- are not
20 sitting up here.

21 UNIDENTIFIED MALE: Yeah, that's
22 right.

23 MS. HAMMOND: They're not here. Even
24 their name tags aren't here. So, you know, so I came
25 -- frankly, I came to look in the eye of the people

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 who came -- unelected people, who came here who will
3 come here and are going to kick people off their
4 property and destroy a whole bunch of the
5 environment, turn this into a sacrifice zone.

6 And it -- it just -- it gets worse.
7 Already -- apparently, you've already approved,
8 you've already voted to approve two billion dollars
9 in sales in property tax breaks. In addition to
10 twenty-two billion in subsidies from the state and
11 federal agency, and it says, the taxpayers will pay
12 for about half of the estimated fifty-one and a half
13 billion dollar cost to build two factories. And two
14 is only the beginning. Okay. Then there's supposed
15 to be two more.

16 So, now -- okay. So, you sold to
17 Micron, it's a little confusing to me. But anyway,
18 the original ones are going to be -- eight hundred
19 twenty acres are going to be apparently built and I
20 don't know what you're going to do with the rest of
21 them. God only knows what other god-awful project
22 you had for those.

23 And now -- and you also awarded six --
24 three point six million dollars in tax breaks to
25 build the rail square, okay? And -- and -- oh -- oh,

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 I'm going get back to it. And I'm -- I'm -- this is
3 not my first rodeo, okay? We get back to the secret
4 forum and the extensive twenty thousand pages that
5 was done in environmental assessment, okay? I'm --
6 I'm wondering if -- if that is going to -- if that
7 costs the same number of trees that you're going to
8 have to cut down to -- to build this project.

9 But -- but Micron still needs approval
10 of the US.. Department of Commerce. And plans to
11 start work in December. No, and it has to hurry up,
12 and we have to hurry up and do this because we have
13 to cut down all of those five hundred acres of trees.
14 You have to get them cut down before March. Before
15 March, when the bats come back, who've been coming
16 back for ages and ages and ages. And probably coming
17 back longer than anybody's lived there. So, we
18 better hurry up and cut down those trees and we
19 better hurry up and kick Mrs. King out of her
20 property and all the other people off the property.
21 We better hurry up and do that so that we can benefit
22 from our tax breaks.

23 We still need a variety of agencies,
24 okay, a variety of agencies. We still need approval
25 from a variety of agencies. And I'm wondering -- and

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 I'm sure they're going to get them all. I'm sure
3 you're going to get all the approval from all the
4 agencies that you need, because you already have.

5 And -- and the same thing happened
6 with the Amazon warehouse. There -- they had to get
7 a -- a variance from the building and safety codes,
8 okay, which required fire escapes, two hundred and
9 fifty feet. But their code was only four hundred
10 feet.

11 Uh-oh, so they needed a variance. Oh,
12 dear. So, they did the same thing, mitigate -- the
13 old mitigation routine. So, also what -- basically,
14 what they came back and said, well, hardship. We'll
15 give you a variance because you can demonstrate a
16 hardship. A hardship for Amazon, okay?

17 And the hardship for Amazon was
18 spending what they said was I think thirty million
19 dollars to build four additional fire escapes. That
20 was a hardship for Amazon. And so, they were granted
21 a building and safety code variance.

22 And I think we're probably going to
23 say the same thing with this building here. How many
24 variance and safety code variances are they going to
25 need? Okay? And -- and -- and they'll claim

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 hardship. A multi-billion dollar company, a multi-
3 billion dollar company can't afford to do this, and
4 they need all these tax breaks.

5 So, yeah -- yeah, I -- I live here in
6 the Town of Clay. I lived here just about all my
7 life. And you're making this a sacrifice zone, okay.
8 A sacrifice zone, and not just for Mrs. King and the
9 other people who've lived here most of their lives
10 and love this area.

11 A sacrifice zone for -- you talk about
12 construction jobs? The first jobs here that are
13 going to be here are going to -- destruction jobs,
14 destruction because you're have to destroy all of
15 that land. Dig it all up, cut down all the trees,
16 and destroy that land, all right, and the soil, et
17 cetera. So, they're going to be destruction jobs
18 before you can start construction.

19 And I -- it's -- it's taken you, what,
20 eight years or something since you first decided you
21 were going to do this? And you can't wait a few
22 years longer? Why is that? Why is that?

23 Why can't you give this woman a little
24 bit longer to live in the home -- the home that she
25 loved? I mean, I just have a little -- I don't have,

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 you know, I just have a house in North Syracuse. But
3 nobody could pay me enough money for that house,
4 because it's a home.

5 We've had lots of time and they're
6 going to take lots more to do it, but my time is up.
7 So, the last thing, I just think that you folks and
8 the ones who aren't sitting here and all of our
9 elected representatives from County and State, okay,
10 you know, should -- should -- where are they? Are
11 they here? Our elected representatives --

12 UNIDENTIFIED SPEAKER: No.

13 MS. HAMMOND: -- the people that we
14 elected to represent us, are they here?

15 UNIDENTIFIED SPEAKER: No.

16 MS. HAMMOND: No. No. And I think
17 that you folks, all of you folks on the side, they
18 ought to be here when -- when those -- when those
19 bulldozers come and start ripping things up and
20 tearing trees down and ripping -- those people should
21 be here.

22 And as a matter of fact, that hearing
23 should have been held there. Should have been held
24 there on the site where the destruction is going to
25 occur.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. McNAMARA: Thank you very much for
3 your time.

4 MS. HAMMOND: And I hope you get sued.

5 MR. McNAMARA: Judy Boyke.

6 MS. BOYKE: Okay. Probably have
7 another problem, you won't be able to hear me either.
8 Judy Boyke, J-U-D-Y B-O-Y-K-E. I am a resident of
9 6303 Muskrat Bay Road, Brewerton. I am a past
10 supervisor and town councilor in the Town of Cicero.
11 I am a licensed New York State Realtor for the last
12 thirty-three years.

13 I've also retired from G.E. heavy
14 military, so I've worked with multiple contracts
15 through real estate and through the federal and state
16 government. Never in my life have I ever heard of a
17 binding contract by both parties being broken or one
18 side pushing someone else out for the benefit of
19 themselves for greed and power.

20 I have a written statement that I've
21 probably written forty times. I said, I don't
22 understand why if OCIDA already owns this property,
23 what the hurry is, as has already been mentioned, to
24 relocate Mrs. King? There is several things to start
25 with. We don't have the roads to accommodate.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 We don't have the water to
3 accommodate. We don't have the power to accommodate.
4 We don't have the sewer to accommodate, nor do we
5 have all the permits in place. We spoke about the
6 wetlands. Are they going to bring Noah's Ark in here
7 and move all these animals to a new location, or are
8 they just going to plow them under, which is
9 horrific. To move wetlands across the river over
10 into Oswego County is unnecessary.

11 And by the way, those bats, as she
12 spoke of, it's true. But when those bats come back
13 to house in their trees and they're gone, they're
14 going to be in your trees and your house if you live
15 in the Town of Cicero and Clay. I can speak to that
16 from authority because it happened to me.

17 So, I say, this is the performance of
18 our Onondaga County and local government is shoddy,
19 second rate, despicable and an unacceptable
20 performance by our honor, Government County Executive
21 Ryan McMahon and OCIDA and IDA, which is Industrial
22 Development Association. This behavior is
23 unacceptable, because they are lying, bullying, it's
24 a betrayal and its cruelty to Mrs. King.

25 Their word means nothing. To openly

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 force a ninety-one-year-old woman from her home where
3 she's lived with her husband and be trusting in OCIDA
4 to sign a legal binding contract to live there her
5 life and to live it out.

6 I guess OCIDA figured that because
7 they were aging then that they'd be gone by now.
8 Well, we're going to outlive them because most of us
9 are going to live to be a hundred. No offense, I'm
10 sorry, but no offense to Mrs. King or all the rest of
11 us, but God blessed us to live this long.

12 I'd like to ask OCIDA to put this
13 binding contract in place and be here along with our
14 county executive, which I was hoping was going to be
15 here because I'd to speak to them personally, and
16 just discuss why the importance of throwing Mrs. King
17 out when all they're going to do is bring a load of
18 dirt, bring their gold shovels, and throw the dirt
19 over their heads maybe, just to say they broke
20 ground. We all know that this is going to be pushed
21 out and pushed out.

22 Also, it's obvious that OCIDA and any
23 other government department along with the county
24 executive can change the rules to support nothing but
25 their power and greed.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 Micron may eventually be a good thing
3 and someday it won't be for the rest of us. I feel
4 bad, and I think that this is a despicable display of
5 legal -- the illegal ability because you can use it
6 to force people out who have trusted in our
7 government. Thank you.

8 MR. McNAMARA: Dave Arnold.

9 MR. ARNOLD: David Arnold. I live at
10 9411 Horseshoe Island Road, Clay, New York. I have a
11 farm at 8598 Oswego Road, Route 57. I've lived in
12 this town all my life. I'm a farmer. I'm the
13 president of (unintelligible-loud clapping)
14 Incorporated. I've attended the town board meetings
15 here since 1998 for ten years straight. I listened to
16 all the bullshit that this town has put forth. I'm
17 sick and tired of it.

18 Now I'm not going to go through
19 everything that everyone else has already addressed.
20 I second everything that everyone else has said. But
21 I would want to put in the record my Facebook
22 account, David Arnold. I have written on Micron, I
23 have written on the Town of Clay for the last, oh, I
24 don't know, since Facebook has been around. And I
25 would like every single thing that I've written on

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 Facebook to be part of the record. And it's a lot,
3 I'll tell you.

4 Now I knew Glenn King back in 2005
5 when he was in discussions with OCIDA on buying his
6 farm. He did not want to sell, but they pretty much
7 told him he had to. Now I'm grateful that the former
8 director of OCIDA is here and gave his two cents
9 worth. I addressed the problem with him at Three
10 Rivers when they wanted to buy the apartments at
11 Three Rivers. And I listened to three hours of crap
12 at that hearing of people in favor of throwing
13 somebody off their property. Yeah, three hours.

14 And one person spoke and told the
15 truth, and that was me in front of that Supreme Court
16 Justice. And I just said the truth. I just stated
17 the obvious. And after three hours of listening to
18 the crap from these people that wanted to get rid of
19 this apartment, and the same thing is going to happen
20 to the Kings, trust me. This is exactly what's going
21 to happen to the Kings. The Supreme Court Justice
22 ruled against the town to take the property saying
23 that it's against the law, you can't do this. But
24 you know what happened? The very next day, the town
25 bought the property for what the people wanted in the

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 first place.

3 So, we're going to go through all this
4 crap. We're going to probably go before the Supreme
5 Court and the Supreme Court is going to rule against
6 you. And then you're going to go up to the Kings and
7 you're going to say, okay, what -- what do we got to
8 do to settle this thing? Because we're going to get
9 you property, trust me, we're going to get it. If we
10 have to go in there with a dozer and you're still in
11 there, we're going to doze it. This is what's going
12 to happen.

13 So, I'm just warning everybody, we're
14 -- we're going to go through with this. And I
15 guarantee you the Supreme Court Justice will rule in
16 favor of the people because the people are right in
17 this case, just as they were right at Three Rivers.

18 And look what -- at Three Rivers, we
19 could have had a ton of apartments at Three Rivers
20 right now. But what do we have instead? We have a
21 park. A beautiful park that everybody can enjoy
22 because the Supreme Court Justice ruled in favor of
23 the people, not you.

24 You don't care about the people. You
25 just care about hundred billion dollars. So, what I

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 have suggested -- what I have suggested in my
3 Facebook account is that Micron sees the problem
4 here. They're not going to kick out this ninety-one-
5 year-old lady. There is no freaking way they --
6 because it would be bad publicity for Micron.

7 UNIDENTIFIED MALE: All he is is an
8 overpaid lawyer.

9 MR. ARNOLD: So -- excuse me, sir?

10 MR. McNAMARA: Continue, Mr. Arnold.
11 You've passed your time. And wrap it up here. And
12 one other thing is, you reference some other
13 materials that you wanted to make part of --

14 MR. ARNOLD: Exactly.

15 MR. McNAMARA: -- about your Facebook
16 account. You can -- you can submit anything you
17 want, but it's got to be submitted. It's got to --

18 MR. ARNOLD: It's real simple. You
19 just go on Facebook to Dave Arnold.

20 MR. McNAMARA: I'm telling you --

21 MR. ARNOLD: It's real simple.

22 MR. McNAMARA: Mr. Arnold, anything
23 you want in the record, you send --

24 MR. ARNOLD: I want it all in the
25 record.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. McNAMARA: Then you send whatever
3 it is you want, send it. But I'm not doing my
4 investigation to go --

5 MR. ARNOLD: You don't have to
6 investigate, you hit a button.

7 MR. McNAMARA: I -- I'm explaining to
8 that if you want anything else in the record besides
9 your comments --

10 MR. ARNOLD: You can tear down fifteen
11 hundred acres of trees and you can't push a button on
12 Facebook.

13 MR. McNAMARA: I apologize, I can't
14 read the handwriting exactly, but is it Jane or James
15 I or B?

16 MS. LUCE: Is it J-A-N-I-S?

17 MR. McNAMARA: Yes, thank you.

18 MS. LUCE: L-U-C-E?

19 MR. McNAMARA: Yes, it is. There --
20 that's it. Well, thank you.

21 MS. LUCE: Morning, I'll spell it
22 again. J-A-N-I-S L-U-C-E. Just feel like a lot of
23 darts are being thrown around. For me personally.
24 Back in 2019, a very dear friends booted out of the
25 only homes they ever knew.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 Back in the '60s and '70s -- let's all
3 go back there because I look around and we're
4 probably all about that same age group. Do you want
5 me to put my back to him, I'm just trying to get the
6 microphone --

7 MR. McNAMARA: No, that's fine.

8 MS. LUCE: Back in those days, I grew
9 up on 7th North Street, before I came to Clay
10 Boulevard.

11 UNIDENTIFIED MALE: Use the mic,
12 please.

13 MS. LUCE: I grew up on Henry Clay
14 when it was 7th North Street back in the '60s to
15 '70s. Back then, all our parents raised all of our
16 kids and that includes Mrs. King, Mr. King, everybody
17 at the Post Office, everybody at the fire department,
18 everybody up and down that street.

19 You knew if you got in trouble on that
20 bus, it was getting to your house before you got off
21 that bus. I stand here to support Mrs. King because
22 Mrs. King supported me as a seven-year-old, ten-year-
23 old, twelve-year-old, fifteen-year-old, raised us all
24 up. So, it's now our time to raise her up.

25 And there's no way any of those kids

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 that the King's raised up that are not going to stand
3 up for her today, or tomorrow, or next week. It's
4 absolutely insidious that you would even consider
5 tossing a ninety-one-year-old woman out of the only
6 home that she's known for sixty years.

7 Second -- third, the treatment plant
8 expansion. And it really kills me to say this. We
9 could very well have another eighty-eight-year-old
10 woman who's lived in a house for sixty-three years be
11 affected by the increasing size and God knows what
12 map numbers those refer to. All I know is that's my
13 mom's property that backs up to that treatment plant.

14 So, do we want to go through this
15 again, as we fight for Mrs. King? Are you all going
16 come fight for my eighty-eight-year-old mother?
17 (Audience applause) for sixty-three years? Do we
18 want to go here? Do we want to keep playing this?

19 Let's talk about the environment.
20 Let's talk about the people. Let's talk about the
21 people that have invested their lives in this
22 community. You can't toss people around like they're
23 nothing. We see it every day nowadays. People are
24 not indispensable.

25 So, I will end there, and I will ask

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 every single one of you that are here today, go get
3 two more people because what we really need to do is
4 we need to go fight New York State and have them
5 repudiate this ridiculous eminent domain law that
6 will take from the people who have lived their entire
7 lives -- I don't care where you are in New York
8 State. They can't just come walk right on in, say
9 thank you very much for paying your taxes, but we're
10 taking it. Here's your pittance of what you're going
11 to get.

12 We all need to join together and get
13 three more friends and go to New York State and hit
14 our local representatives. Hit our county
15 legislators, hit everybody we can hit to get to New
16 York State and get a real eminent domain law that is
17 for public youth, not millionaires and billionaires
18 coming in and destroying the only place that people
19 ever knew. Thank you.

20 MR. McNAMARA: Thank you. Melinda
21 Morris.

22 MR. MORRIS: Good morning, everyone.
23 My name introduction -- my name is Melinda Morris. I
24 am from Romulus, New York, and I'm a friend of the
25 family by way of a single member of that family, but

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 that's okay, because this is a good cause, and it's
3 an important cause.

4 I live in Romulus. I'm a licensed
5 clinical social worker. Before you assume that I'm a
6 bleeding heart liberal, please, you need to know that
7 I'm also a thirty-year Air Force veteran. I have
8 sworn to defend and support the Constitution of the
9 United States.

10 On this, I'm up here to speak on
11 behalf of my friend's family and the late -- the last
12 person that just spoke who may also get run over by
13 eminent domain. New York makes it very hard to
14 defend the rights of condemnees. Condemnees? Is
15 that how you say that word? Anyway, the people who
16 are getting run over.

17 It will be easy for you to prove
18 public use. New York has a very broad definition of
19 that. But why this property and why right now? I
20 want to know that and I have not heard that.
21 Granted, I have not read all the documents, but I
22 don't think that it needs to be a rush. We don't
23 have to go to the bathroom and this is not a matter
24 of national security.

25 Micron has said construction is

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 already delayed two to three years and the
3 environmental impact that these officials have voted
4 to accept. Will all those promises really
5 materialize to benefit the local people?

6 As stated in previous news stories,
7 taxpayers are covering more than half the bill. Why
8 should our tax money cover private industry that
9 includes elder abuse? Elder abuse, I say that
10 because it's due to the forced eviction, harassment,
11 bullying, and stress created by this proceeding and
12 previous issues going back twenty-five years.

13 Our elders, the property, and the
14 lives they've worked for should not be disposable.
15 Our elders deserve our respect and honor. Our own
16 Constitution protects these inalienable rights.
17 Current county officials who are apparently not even
18 here personally may not have signed this contract,
19 but the predecessors of the agency they represent
20 did.

21 The County Executive's comment that he
22 didn't sign the deal is a total abdication of his
23 responsibility of that office. The county officials
24 have the authority and the responsibility to honor
25 that contract.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 If they want to re-negotiate that
3 deal, then it behooves them to come up with a current
4 fair market appraisal to the highest possible use by
5 New York Law and offer that to Mrs. King and her
6 family. But this eminent domain proceeding is in bad
7 faith.

8 None of us can predict how long we
9 will live, and she apparently has longevity on her
10 side. Unless this mess ends up being the death of
11 her, then her blood is on your hands.

12 MR. McNAMARA: Thank you. Jason
13 Brown.

14 MR. BROWN: Jason Brown, J-A-S-O-N B-
15 R-O-W-N, accompanied by Miles Brown. I want to first
16 thank everyone who came here to support my Nana, and
17 Miles is a great Nana. We appreciate you being here.
18 I'm here to represent Glenn King.

19 Glenn was a farmer. He was a loving
20 father. And as I am a father now, am I -- now I am -
21 - as I'm a father now, I realize how much he did for
22 his family to set them up for success for life. To
23 think about the fact that he did everything he could
24 to make sure his wife was taken care of for the rest
25 of her life, and the only thing he couldn't defend

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 her against was the government.

3 My father, my stepfather, said when
4 this project first came in, you can't get in the way
5 of progress, and I thought that was admirable of him.
6 But as I dwell on that, we're not getting in the way
7 of progress. Progress is ripping through my
8 grandmother's home.

9 We chose to live there long before
10 this was ever talked about. And it's terrifying that
11 you guys can just rip through someone's home. Poor
12 initial planning by Ryan McMahon and the county board
13 has set the situation up to a point now that you feel
14 there's nothing else that can be done except for to
15 take her out.

16 If I decide to build on my neighbor's
17 land tomorrow for a greenhouse or something that will
18 benefit the county, I'm sure you will not be telling
19 me that it's okay because it's for the better use of
20 our com -- community.

21 Courts work off prior precedents. We
22 know that. It's terrifying to live in the Town of
23 Clay right now knowing that you are setting a
24 possible precedent that me and my family can be
25 ripped out of our home next based on more money

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 needed.

3 Government is for the people that are
4 already living here, not for the people we're trying
5 to attract to this community. I have never in my
6 life felt less represented by the local government
7 than I have today. I please -- just everyone think
8 of Glenn and Azalia as we continue to fight.

9 MR. McNAMARA: Thank you. Tina
10 Sabourin -- Sabourin.

11 MS. SABOURIN: My name is Tina
12 Sabourin. It's spelled on the paper, but I'll spell
13 it again, S-A-B-O-U-R-I-N. I have lived in the Town
14 of Clay, Village of Brewerton for a really long time
15 and I don't want to tell you how old I am, I -- a
16 really long time, about forty years.

17 I am speaking today on behalf of my
18 neighbor who is a family member of Azalia. I look in
19 front of me right now and I see -- I don't see three
20 seats filled, I see seven empty seats. That -- that
21 tells me that this horrific scenario is not important
22 to the people that really need to hear it.

23 I do not understand why a contract is
24 no longer a contract. And I agree with the
25 precedence that this would set. A contract was

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 signed, lifetime doesn't have an age. There is no
3 age on lifetime. When you say lifetime, that's the
4 life-time, not an age. You can't say this woman has
5 lived too long.

6 She's a mother. She's a grandmother.
7 She's a great grandmother. She will never have lived
8 long enough. I hope she lives forever. The real --
9 the real questions that the board has to answer of
10 themselves and then adequately explain to the public
11 is why OCIDA isn't supporting its legally binding
12 agreement to Mrs. King and why they are apparently
13 harassing her at best or leading the charge for elder
14 abuse at worst.

15 Why isn't OCIDA coming up with
16 different, if not creative, alternatives that allow
17 the county to honor its commitments?

18 MR. McNAMARA: Thank you. Barb
19 Concolino.

20 MS. CONCOLINO: My name is Barb
21 Concolino, C-O-N-C-O-L-I-N-O. I'm here to object to
22 eminent domain as I feel it's unconstitutional. Our
23 friends at the Institute of Justice have advised us
24 that this is a perfect case for us and all of us here
25 to take to the Supreme Court. Additionally, I

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 would like to just reference Don Western's comments
3 just to clarify something. There is nothing in my
4 mother's lifetime use contract that has anything to
5 do with the neighbors and the three parcel --
6 adjacent parcel being there. Thank you.

7 MR. McNAMARA: Thank you. The next is
8 two names. Sherry and Eric Stearns.

9 MS. STEARNS: Good morning.

10 MR. STEARNS: Good morning.

11 MS. STEARNS: My name is Sherry
12 Sterns. This is Eric Sterns, S-T-E-A-R-N-S. I have
13 lived in the Town of Clay for fifty-five years. I've
14 lived on Henry Clay Boulevard since 1976. Two years
15 ago, Micron bought a house across the street from me,
16 forced that people out --

17 MR. STEARNS: It's still there.

18 MS. STEARNS: -- and is now still
19 sitting there as an empty shell.

20 MR. STEARNS: All boarded up.

21 MR. McNAMARA: Excuse me, just one
22 person at a time. Okay. Sherry Stearns is going to
23 go first and then Mr. Stearns you can follow her,
24 okay?

25 MS. STEARNS: It's sitting there an

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 empty shell. The inground swimming pool is still
3 full of water. It's a mosquito fest. What is going
4 to happen to my house when they build that substation
5 across the street from me? The value of my house?

6 I have a son. I was going to leave
7 that house to my son. Where is that going -- are
8 they just going to take my house? Where am I going
9 to go? Where's my family going to go? My mother
10 lives down the street, eighty-three years old. She's
11 been a Town of Clay resident forever.

12 We grew up with the Saye (phonetic
13 spelling) family, we grew up with the King family.
14 We know Butch. We went -- they went to the same
15 church as my grandmother. My grandfather and
16 grandmother were farmers in the Town of Clay, the
17 Gaylord family. Where Wegmans sits was my -- my
18 family land. They've already been forced out. How
19 many more do they have to take? Leave Butch alone.

20 MR. STEARNS: My name is Eric Stearns.
21 I'm her husband. And what she said is true. They
22 took that house two years ago because they had to
23 have that. It sits boarded up. You know, somebody -
24 - some -- somebody's kid could fall in a pool. Who's
25 -- who are they going to sue? You?

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 You know, we live right next to
3 Frank's property you're -- that you're going to try
4 to take, okay, that -- like I said, who -- who's --
5 who's going to want to buy that house with a crap
6 plant across the street, you know.

7 Our house has gone up in value since
8 we bought it. Now it's going to go the other way
9 because of your companies, you know. And as far as
10 what you're doing to the Kings, that's unbelievable.

11 If I -- if you and I entered a
12 contract and I came through and said, oh, well, that
13 contract don't work for me no more, I want to change
14 it. You wouldn't allow it, would you? So, stand up
15 to your contract and let the woman live out her life.

16 MS. STEARNS: Thank you.

17 MR. McNAMARA: The next speaker, I --
18 I apologize, but I can't read your handwriting. At
19 the end it says family. So, will the person --
20 whoever signed in after the Sterns, I don't know who
21 that person is. All right.

22 MR. TAYO: I'll prefer to go last, if
23 I may.

24 MR. McNAMARA: Fine. Okay. So, let's
25 go on to the next. Is Tom Dan -- Danson?

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. DAWSON: Dawson.

3 MR. McNAMARA: Dawson?

4 MR. DAWSON: Yes. I don't know if
5 people know what's going on. besides here. I live in
6 Oswego County. They're over there buying property
7 like crazy right now. It's called a 501 three C, I
8 don't know what it is.

9 They're paying fifteen sixteen
10 thousand dollars an acre for land they could have
11 bought for two, which I don't understand. And my
12 understanding is you're going to make a swamp out of
13 it. So, to replace the swamp you're going to tear
14 out of there.

15 Now, this -- my understanding is that
16 swamp's two hundred acres and you got to dig out
17 twenty feet down. How much fill is you going to take
18 to fill a hole that big? Do you know? It's -- it's
19 -- I heard they're going to bring it in on rail.
20 That's why you put in that stupid rail in for it.

21 But I don't know, it's just -- and
22 they're buying this land and they don't pay taxes on
23 it. It goes off our tax revenue. They -- they don't
24 pay tax. Who's going to make up hundreds of acres of
25 land they're buying right now from us over in Oswego

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 County, you know, because you people told them not to
3 buy it here, because you don't want to piss off these
4 people. You want to piss me off, and you did.

5 The eminent -- eminent domain, I don't
6 know if you watch -- there was a thing on television
7 not too long ago, I think it was about two weeks ago.
8 But these people come on this lady's land and the
9 lady goes, who are you? They said, we're here --
10 we're going to put a power line or something, I
11 forgot exactly what they're going to put through.
12 She said, well, I don't know anything about this.
13 You can't do that.

14 They said, ma'am, get off the --
15 eminent domain, we can walk it wherever we want.
16 That's bullshit. You know what I mean? That's --
17 that's wrong. That's -- and actually they didn't do
18 it because some -- I don't know if you heard, some
19 singer wrote up some song because they went to
20 another older lady and she didn't know what was going
21 on, you know, she's old and they're going to take her
22 land, too.

23 But this singer come out and started a
24 song and most people backed up. No more eminent
25 domain over that -- over that one, you know. But

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 you're taking our tax, you know, and I heard you're
3 going to make a swamp out of them.

4 I live over by Bell Road. I heard
5 that's going to be a swamp. Now, I know the guy up
6 on -- on top of Chesbro Road, he died of triple E.
7 We don't need any more freaking mosquitoes, you know.
8 You keep your mosquitoes here, you know.

9 Where's -- where's that McMahon? I'd
10 really like that guy to be here. I don't care for
11 that guy, you know. Everything he does and you
12 people go along with it, you know, all of a sudden
13 that mob, the people backed out after they got --
14 after they got everything they wanted.

15 Now, we're not going to do that, you
16 know. Now we're in a fish tank, nobody wants a fish
17 tank, you know. Who wants -- who wants a fish tank
18 right in their hand? You see any hands going up?
19 Tell that McMahon, he ought -- he ought to be here,
20 you know. And don't take that lady's land away from
21 her.

22 That's -- I worked at Miller brewery
23 for fifteen years -- seventeen years, actually.
24 Actually, I was on Channel Five a lot, or Three. I
25 can't remember who it was on, but they -- and they

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 moved out. Twenty years, you know, they -- they
3 made a deal like you're going to make with Micron,
4 you know.

5 You're going to be here twenty years,
6 plus it makes -- they don't move right out after they
7 have to start paying taxes. You know, that's -- you
8 can't guarantee nothing and this is just -- it's
9 hurting us over in Oswego County. These people don't
10 know what's going on over in Oswego County.

11 They're billionaires buying all this
12 land. Why pay fifteen, sixteen thousand an acre?
13 That's what I don't -- they're up to something and I
14 just don't know what it is. I'd really like to find
15 out, but. I heard they're going to lease that land
16 to Micron after they make a swamp on it.

17 MR. McNAMARA: Can you -- you passed
18 your time, so can you wrap it up?

19 MR. DAWSON: Yeah. All right, I'll
20 wrap it up. What you're doing is wrong to the lady,
21 to us over in Oswego County, I don't know what else
22 to say. You just -- these people don't know
23 everything that's going on.

24 UNIDENTIFIED FEMALE: I'm from Oswego
25 County too, by the way.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. DAWSON: (Audience applause) Now -
3 - now, we going to believe somebody's got to make up
4 those taxes. All this land has been taken up. You
5 know, I wish I was a millionaire or billionaire, but
6 I know the guys bought or sold a lot of that land,
7 you know. And I -- I like the guy, but --

8 MR. McNAMARA: Well, thank you very
9 much.

10 MR. DAWSON: Yeah.

11 MR. McNAMARA: I appreciate you.

12 MR. DAWSON: I wish you -- if that
13 lady needs somebody to stand in front of the
14 equipment when they gets to her house, call me.

15 MR. McNAMARA: John Eagan.

16 MR. EAGAN: Hello, I'm John Eagan. J-
17 O-H-N E-A-G-A-N. We've had some properties of
18 interest in that local area. I grew up here. My
19 entire life I've been in Town of Clay basically. At
20 this point, just by listening to the people before
21 me, you know, we've got a property of interest right
22 now that I don't know may come down to eminent
23 domain.

24 I don't know if I'm going to get a bad
25 deal or something that typical to what had happened

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 to Mrs. King. The property adjacent to Mrs. King
3 back in the day, twenty years ago, was taken by
4 eminent domain. There was also another related
5 family parcel. That house got taken away.

6 There was a -- they was -- they
7 settled with the family in court. The house was
8 bulldozed over twenty years ago and absolutely
9 nothing had ever happened on that property until
10 recent. Basically, an apartment lot for them to go
11 investigate the woods.

12 I'm aware of the other properties up
13 in Onondaga -- Oswego County also that are being
14 purchased basically for, you know, to have the swamp
15 issues that we have to keep, which is good for the
16 environment that way. But we're destroying that
17 whole area in the woods.

18 I don't know why they have to push
19 Mrs. King out of there right now. Just doesn't
20 really make sense that, you know, the -- the -- the
21 project is getting postponed for a couple of years.
22 Why is this so important at this point?

23 You know, also like everybody's saying
24 you don't have all the proper representation here, so
25 the proper -- so people should actually be here to,

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 you know, actually listen to us instead of, you know,
3 get the minutes later and read them or proof them if
4 they've got it.

5 So, I'm concerned with our own
6 property next, who's going to be next and these other
7 properties of interests, other than seeing the tax
8 map numbers, can you make some of them a little more-
9 clear? If there's going to be more eminent domain
10 coming, can we at least see these properties to know
11 which ones they're potentially going to be?

12 Micron hasn't purchased anything.
13 It's all the county at this point. A lot of money
14 getting, you know, on hold. We don't really know
15 what's going to happen. We've got a property now,
16 our -- our mother had just passed, ninety-one years
17 old also, lived in the Town of Clay her entire life.
18 And we don't know what to do with our property. Do
19 we want to keep it for our family? Do we want to
20 sell this property? Will it be taken in the
21 proceedings of what we decide to do?

22 So, we would like a little more
23 clarity on some of the other properties that are
24 proposed that maybe be used up for utility purposes.
25 I don't want to see this project happen at all. I

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 grew up in those woods. I saw a white snowball in
3 the back woods right there where we're talking,
4 Caughdenoy Road.

5 You're going to dump five million
6 gallons of liquid and water into this new -- into the
7 river system, which is a canal and I didn't see
8 anybody with the Army Corps and engineers say, how
9 can we introduce that much more water when we have
10 lot -- locks?

11 It's a fifty fifty chance of
12 contaminating Young's Creek to the rivers. And right
13 now, I mean, it's a little beyond the eminent domain
14 park. Well, I want to know what -- what other
15 properties are like -- potentially going to be taken
16 next.

17 So that's really where I'm at with it
18 and I just finally yield the full room, and because
19 the fact that I don't believe we have proper
20 representation here because people should be
21 listening to us. So, with that point, I appreciate
22 my time.

23 MR. McNAMARA: Thank you.

24 MR. EAGAN: I appreciate it.

25 MR. McNAMARA: Kathy Eagan MacDowell.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MS. MACDOWELL: Good morning, it's
3 Kathy MacDowell, M-A-C-D-O-W-E-L-L. I'm in Oswego
4 County also, and I see the little things happening
5 around town. Just like everybody else has said I
6 don't want to repeat, but I would like to know why,
7 right now, they have to take the acreage from Mrs.
8 King as there's plenty of other things to do with all
9 of the acreage around it, up and down the road and
10 all around the sides.

11 Another side note, just a little bit
12 more emotional, the Kings were already asked to leave
13 their home. Back in the '60s, they lived on the
14 corner of Verplank and Caughdenoy. They had a
15 beautiful farm there, but Niagara Mohawk asked them
16 to move because they didn't say anything about
17 eminent domain, I was pretty young. I don't really
18 remember. But they moved up the road and now she's
19 asked to move again. Another thing I don't think
20 people realize is that it's not always the money that
21 people need to move.

22 Sometimes when you move a ninety-year-
23 old, their head does not fathom that very well. You
24 put them in a different place and they're not the
25 same anymore. They cannot collect their thoughts.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 Their dementia may pick up and it's not a good thing
3 to handle. Thank you.

4 MR. McNAMARA: Thank you, MacDowell.
5 Is there someone -- or somebody who said they wanted
6 to go last and there's one other person who wrote
7 their name down, but I can't read it.

8 MR. WHITMER: How do we get added to
9 the list?

10 MR. McNAMARA: Sorry?

11 MR. WHITMER: Can I get added to that
12 list?

13 MR. McNAMARA: Yes.

14 MR. WHITMER: All right. I'd like to
15 go too.

16 MR. McNAMARA: Yeah. Any -- anyone
17 else who wants to speak will be able to come up now
18 too. But I just wanted to finish the list. So,
19 let's -- let's start. Is there anybody who did not
20 put their name down on the list who'd like to speak?

21 MR. WHITMER: Oh, perfect. Thanks.

22 MR. McNAMARA: This gentleman here
23 first.

24 MR. WHITMER: Oh, thank you. How you
25 guys doing today? My name is Duane Whitmer. I'm

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 here to speak on behalf of the homeowner because I'm
3 not a psychopathic shit bag. Do you need me to spell
4 my name?

5 COURT REPORTER: I do.

6 MR. WHITMER: D-U -- D-U-A-N-E,
7 Whitmer, W-H-I-T-M-E-R. Thank you guys for coming.
8 It's good to see turnout. I came here from Buffalo
9 to -- to record what's happening so people can know
10 what's going on.

11 And I want to really explain to you
12 guys what's really happening here is your -- your
13 leaders and politicians are weak, cowardly people who
14 can't be bothered to show up and look you guys in the
15 face when you're sitting here.

16 If you analyze what's going on in this
17 area, you're seeing businesses leave, homelessness
18 increase, poverty increase. New York State is the
19 least business friendly state in the nation. So,
20 what your politicians do is they whore themselves out
21 to businesses.

22 They offer them something called
23 corporate welfare and tax subsidies and tax breaks.
24 What that does is allows them to get photo ops in
25 front of work being done. They say, look, we brought

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 a business here. We sold our soul to this business
3 that came here and it boosts your economy for a short
4 term.

5 Your -- soon he will mentioned that's
6 what they're going to do. They're going to bring
7 environment opportunities, business, jobs, that's
8 what they're going to do. For a very short term
9 that's what happens.

10 And what places like Micron do is
11 after the subsidies run out after the money goes
12 away, they leave for the next opportunity. This
13 happens all over New York. This happens everywhere
14 we go and we see this all the time.

15 You guys are being used because as
16 your County Executive mentions, Ryan McMahon, he
17 didn't sign the contract, we know because soon after
18 he touts this great thing he is doing, he's going to
19 run for another position. He's using this to propel
20 his career forward.

21 And they appoint weak willed people
22 who can't be bothered to show up to do their bidding.
23 That's why we're here. You guys have the balls to
24 show up. They do not. It's simple as that.

25 It's also why they do things like hold

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 meetings at nine a.m. on a Thursday. They want
3 people to be at work to be able to pay their bills.
4 They don't have a -- a nice government funded job
5 that they can come and sit in these seats.

6 I will say this though, I'm going to
7 segue into extremism, anger, hatred, rage. We talked
8 about -- we see rising political violence, rising
9 tension all across the country. We wonder why it
10 happens and people want to blame the internet, they
11 want to blame music, they want to blame video games.
12 So, why are these things happening?

13 Well, what radicalized people like me
14 was seeing a ninety-one-year-old woman pulled from
15 her house so Micron can come in and pretend to give a
16 shit.

17 So, I want to say, I'm going to end
18 with this, is that Marvin Heemeyer may be dead, one
19 of my heroes from Granby, Colorado. But I do hope
20 his spirit lives on in Clay, New York and I hope you
21 guys keep up the good fight and we're here to support
22 you any way we can. Thank you, guys.

23 MR. McNAMARA: Is there anyone else
24 who would like to speak? Please come up.

25 MR. HUGHES: Yes.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. McNAMARA: All right.

3 MR. HUGHES: All right. I guess I'll
4 go first. My name is Don Hughes.

5 MR. McNAMARA: Hi.

6 MR. HUGHES: Hello. My name is Don
7 Hughes. I live in the City of Syracuse. I've been
8 there since 1985 and -- you can go next. Okay. And
9 I'm here to speak in opposition to OCIDA's move to
10 condemn the property of Azalia King.

11 This action is unnecessary, uncalled,
12 for and cruel. And I'm very disappointed that the
13 whole Board of OCIDA is not here, although I did
14 notice that Mr. Petrovich is in the back.

15 Mrs. King has lived in this said
16 property for sixty years. The county and this agency
17 signed a deal with her and her husband twenty-five
18 years ago or so to live out the rest of their lives
19 in their house. OCIDA is now moving to evict her in
20 violation of that agreement.

21 Not satisfied with that legal action,
22 which they'll probably lose in court, the agency is
23 claiming a need to condemn the property and forcibly
24 remove her, a ninety-one-year-old widow, from her
25 house. You've heard the testimony about that.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 This is outrageous, and frankly it's
3 cruel. It's also unnecessary. The construction
4 schedule for Micron has been pushed back two years.
5 Why are we doing this now? What's the rush? You've
6 got thirteen hundred and seventy-seven acres at White
7 Pine Commerce Park to work with; surely Micron's
8 consultants and engineers can figure out a way to
9 work around this little property.

10 UNIDENTIFIED SPEAKER: That's right.

11 MR. HUGHES: I would understand if it
12 was sitting in the middle of the property. It's on
13 the edge of the property, work around it, guys.

14 A few weeks ago, I stood right here
15 offering testimony about the tax, the tax subsidies
16 and I told you that I supported the overall project.
17 That support has disappeared.

18 Now that I see how OCIDA is treating a
19 ninety-one-year-old lady who happens to live in the
20 margin of the property and is kicking her out
21 forcibly, that support has disappeared. I am
22 profoundly disappointed at OCIDA's lack of integrity,
23 lack of moral compass, all in the pursuit of serving
24 the needs of a giant and greedy corporation. I
25 invite everyone here to oppose this. Thank you.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. McNAMARA: Thank you Mr. Hughes.

3 What's your name.

4 MS. SKYE: My name is Nancy Skye and
5 that's spelled N-A-N-C-Y, S-K-Y-E. I hold permanent
6 certification to work with blind and visually
7 impaired and I have worked with elderly for three
8 decades. And I too stand with Azalia King to be able
9 to remain in her home.

10 When a promise is broken, when a word
11 is not kept, this shows a tremendous lack of
12 integrity. To remove Azalia King from her home, to
13 forcibly remove a ninety-one-year-old woman from her
14 home would be physically, psychologically and
15 emotionally damaging to this human being.

16 So, I too, second what the others have
17 said. Wonderful things have been said in this room.
18 Thank you. I stood by both my parents so that they
19 could have caregiving in their home as they aged
20 because that was their wish, and it would be my wish
21 too to be able to stay in my home to have the proper
22 care as long as is needed.

23 And she deserves that. She deserves
24 to have that. A mother, a grandmother, a great-
25 grandmother. And I don't think there's one person in

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 this room that if someone came to their door and
3 said, you are going to be forcibly removed from your
4 home that you would agree to do that. Not one.
5 Thank you.

6 MS. ALLARD: Hi everyone. My name is
7 Gunnery Sergeant Alex Allard. I'm a combat decorated
8 retired Marine. I own a company in Boston and now in
9 Brewerton.

10 MR. McNAMARA: Can you please spell
11 your name?

12 MS. ALLARD: Sure. A-L-E-X, A-L-L-A-
13 R-D.

14 MR. McNAMARA: Could you do it one
15 more time because I didn't hear that.

16 MS. ALLARD: Okay. So, just want to
17 reiterate. I'm a little bit of a P.T.S.D. Marine.
18 I've been shot. I've been stabbed. I got a combat
19 medal from the President. So, I talk fast,
20 especially when I'm pissed and right now, I'm real
21 pissed. A-L-E-X A-L-L-A-R-D.

22 So, to be clear, I just started my
23 A.I. Integration Agency in Brewerton, and when I
24 heard about this, my heart broke. Where I'm from, we
25 call this elder abuse. Eminent domain is for public

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 use. I was unaware Micron was a public company.

3 In the Marines we have a thing, it's
4 called honor and integrity. You make deals that you
5 break. You bullied ninety-one-year-old ladies.
6 Listen, I swore an oath and I promise you on my
7 stripes, my word means something.

8 I swore to defend Americans against
9 all enemies, foreign and domestic. And when you
10 switch the law to bully ninety-one-year-old ladies,
11 you are bordering on that line between domestic. And
12 I have hundreds of Marines -- where I'm from, you
13 might get away with this in, no offense, small town
14 New York, but the city's here now.

15 MR. McNAMARA: Is there anyone else
16 who would like to speak?

17 MR. GRECCO: This is really something.
18 My name is Michael Grecco. I represent the
19 neighborhood group at Country Meadows and I am really
20 happy everyone voicing their opinion today. You took
21 everything out of my mouth that I wanted to say. I
22 mean, it's really great.

23 But I just want to say one thing. I
24 mentioned in one of these hearings before about
25 Micron and Mr. County Executive Mr. McMahon, said

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 that everyone who wrote down and voiced their opinion
3 would get a written response about our particular
4 problem.

5 My name was posted in syracuse.com
6 with the transportation problem here, and I never
7 received the response at all. Like, we're all
8 wasting our time with Micron and all these issues
9 because you know what's going to happen? Nothing.
10 You'll do what you want to go do. They don't care
11 about the people. You don't care about the
12 complaints and everyone -- and all the people at this
13 last hearing, you all look at me with a deer in the
14 headlight look. No one responded. No one said
15 anything and Mr. McMahon said on TV, you'll get a
16 response in writing about your issues.

17 This is why this is a waste of time.
18 This county, this town you can't even run a road
19 construction project correctly. You come out, you
20 look at the road and then you come to put up a
21 traffic light and then you put up a pump house, you
22 block both ends and the fire department had to come
23 by and tell you you're blocking the people in.

24 You put the railroad track here, you
25 put the pump station there, and what happens? You

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 block the road. I mean, how is a town going to run a
3 plant of this size and this project when you can't
4 handle the normal problems of this community?

5 I really have a problem. I came from
6 Manlius, and thought -- I thought I had a problem up
7 there. And I came here because I want to get away
8 from the traffic, wow, what a mistake.

9 MR. McNAMARA: Thank you. Next?

10 MR. LUCE: I'm a repeat. J-A-N-I-S L-
11 U-C-E.

12 MR. McNAMARA: Well, just one second
13 before you repeat. Is there anybody else who's
14 wanting to come up and --

15 MR. LUCE: There's just one lady left
16 -- well, okay.

17 MR. McNAMARA: You can -- you can come
18 back at the end.

19 MR. LUCE: One -- one minute.

20 MR. McNAMARA: Go ahead. Quick.

21 MR. LUCE: Okay. This reminds me of
22 something back -- talking about kicking old ladies
23 out of their house. Over on Cicero Route 11 when
24 they built the Walmart, remember where it was the --
25 the north tribe and right out along the edge, you

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 remember BIRTHA Hanson (phonetic spelling), Eighty-
3 some-odd-years-old. Guess what? She fought and she
4 won and she died in that house. And Walmart came in
5 and built all the way around her, and there sat her
6 little house.

7 MR. McNAMARA: Thank you. Next?

8 MS. RIINA: Hi, my name -- my name is
9 Gail Riina. R-I-I-N-A. I am from Faith Impact Team,
10 which is a diverse group of concerned citizens from
11 churches, nonprofits and businesses formed to help
12 shape our community's growth in Central New York. I
13 am also a retired Lutheran pastor and often attend
14 Immanuel Church, of which Butch is a member.

15 I am here to urge you, elected
16 officials, to find a compassionate solution in this
17 eminent domain case. There is pressure to smooth
18 away from Micron construction, but the residents of
19 Clay, as obviously expressed today, need to trust
20 their elected officials.

21 A promise was made to a couple who
22 lived, worked, and raised their family in the Town of
23 Clay as you present this community in your public
24 face. And the people who are long term residents
25 live that way, caring for each other. New people,

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 but especially -- everyone when there's rapid,
3 significant change, which we know is already
4 happening with housing, roads and economy,
5 developing, experience stress and the opportunity to
6 be a community, an opportunity to develop in a way
7 that shows compassion is essential. People want to
8 live in a community, newcomers as well, that cares
9 for each other. Wouldn't it be wonderful if the Town
10 stopped this case? Thank you.

11 MR. PARKHURST: Hi, my name is Geoff
12 Parkhurst. G-E-O-F-F P-A-R-K-H-U-R-S-T. I'm not
13 here to represent Mrs. King. I know her, she's a
14 wonderful person. I'm here to represent myself as a
15 citizen. I too spent a career in the military, and I
16 learned to trust my government. I learned to trust
17 my government.

18 So, for me watching this, I see this
19 as a question of trust. I found it disappointing
20 that this gentleman who coordinated the agreement
21 twenty years later calls it unfortunate that the
22 County can't keep its agreement.

23 And I heard you mention that the Kings
24 have been offered the appraised value or above the
25 appraised value. So, my simple rhetorical question

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 for the county is, what's the appraised value of any
3 commitment they make with any other citizen because
4 it doesn't sound like it's very much.

5 MR. McNAMARA: Go ahead.

6 MS. OSBOURNE: Is it on?

7 MR. McNAMARA: Yes.

8 MS. OSBOURNE: Okay. My name is
9 Arlene Diello Osborne, O-S-B-O-R-N-E. I've been a
10 resident of the Town of Clay for most of my life
11 living on Verplank Road as a child and now on
12 Caughdenoy Road. This has been like an amazing
13 meeting to come to.

14 I've been to many, which I'll get to,
15 but to hear the names of -- of residents who have
16 been there their whole life tells you this is a
17 community where people stayed and raised families.
18 The King family was a central part of my childhood
19 and of many of the people sitting here, as are the
20 Eagan's, the Sabourin's, the Hughes, you know, the
21 names go on and on. So, thank you all for being
22 here.

23 I -- I wanted to start as I was
24 sitting here, I was thinking back to the meetings
25 that I've attended since the beginning and one of the

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 first meetings I went, it might have been the first
3 one, was at, I believe, North Syracuse, the
4 Auditorium.

5 And there was a panel, and people
6 could come and ask questions, walk up to the mic.
7 Brian McMahon was there, all kinds of representatives
8 from Micron. And my question to him was, I, you
9 know, at the time, I guess naively maybe, I said, you
10 know, I understand the impact to the county -- the
11 positive impact to the county.

12 But there have been casualties. At
13 the time, it was residents of Burnett Road. And I
14 asked, you know, moving forward in a project this
15 large, there were likely to be other casualties. And
16 I said, you know, I had hoped -- my question to him
17 was, will you take care of these families, these
18 people, these casualties?

19 And his response to me at the time, he
20 kind of chuckled and he said, I believe, let me find
21 my words, I believe if you spoke to any of the
22 families on Burnett Road, they would all agree that
23 they were compensated quite fairly for what they were
24 going through. And -- and that was the end of his
25 response to me. Hindsight, as we're dealing with

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 what's happening now, it's really disheartening to
3 hear all of this.

4 Again, at that meeting sat so many
5 representatives of Micron, county executives, and
6 they were selling this project to the community,
7 selling it to us, all the positive things that were
8 going to happen. Where are they now? They're not
9 here.

10 It was great when they were trying to
11 sell it to us. Now that they're almost there, they
12 don't care what's happening to these casualties.
13 This project may be beneficial to the county, but it
14 will be anything but beneficial to the residents of
15 the Town of Clay who are right here in the midst of
16 all of this.

17 It's really disheartening, Mr.
18 McMahon, if you're listening, that you're not sitting
19 here listening to these stories and -- and the
20 impacts that it's going to have to the county
21 residents.

22 I came to the meeting a couple weeks
23 ago about the tax meeting, and I am a retired teacher
24 from North Syracuse and the fact that Micron will not
25 be paying taxes for, what is it now, fifty years?

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 That's going to impact many things, as well as the
3 North Syracuse School District.

4 So, again, these people should be here
5 listening to us and considering the impact that it's
6 having on families. Thank you.

7 MR. McNAMARA: Thank you. Is there
8 anyone else who would like to speak? Sir?

9 MR. STINSON: I'm Ed Stinson, S-T-I-N-
10 S-O-N. I'm also a veteran. And I also work with
11 Mrs. King at the Cicero Post Office. I find it very
12 hard to believe that you guys are going to renege on
13 your contract with Mrs. King.

14 She's a good person and the malls
15 around the area, they took their tax benefits and
16 then they closed. Shoppingtown, Penn Can, Great
17 Northern, they all took it, and then they left. So,
18 I just want you to stand up for Mrs. King and respect
19 the contract that you already signed. Thank you.

20 MS. MATTHEWS: Can I go now?

21 MR. McNAMARA: Yes, ma'am.

22 MS. MATTHEWS: Good morning. Maureen
23 Matthews, M-A-U-R-E-E-N M-A-T-T-H-E-W-S. I was a
24 Burnett Road recipient of eminent domain threats.
25 There's several of our neighbors in these couple of

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 rows here.

3 One of the things that I had happened
4 to me is I moved out of Onondaga County after the
5 whole thing happened because I said I didn't want to
6 give them another tax dollar. I am only in my
7 sixties, and it has been difficult for me to have
8 made the move. I can't imagine what it would be for
9 Mrs. King.

10 And I knew her from the Post Office
11 and I went to kindergarten with her son. I know the
12 family. So, I'm here to support Mrs. King.

13 MR. McNAMARA: Thank you. Anyone
14 else, sir?

15 MR. DAUSMAN: I got to leave, so I
16 just want to say one more thing.

17 MR. McNAMARA: What's your name again,
18 sir?

19 MR. DAUSMAN: Thomas Dausman, D-A-U-S-
20 M-A-N. I just wondered why, I don't know this is
21 just a suggestion to me, but why wouldn't Micron want
22 to build up in Oswego? There is -- there's two big
23 nuke plants and all the water they need. I don't
24 know. Not that I want them. I don't want them, but
25 I just common-sense things would -- why would -- why

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 would you want to do all this work? Who's going to
3 pay for the pipelines? Who's going to pay for all
4 the power that you're going to change? We're already
5 starting to pay for that.

6 But you know, you don't realize how
7 much damage this place is going to do. Really. You
8 don't know what they're going to put out. You run
9 water, that much water through a pipeline, you're
10 going to have problems with the pipeline. Water does
11 wear out a pipe.

12 I worked for Solvay Paperboard, you
13 know, and the pipes blow up and everything because
14 you're running water through them so fast. I said --
15 it just doesn't make sense to me why -- just put it
16 up in Oswego.

17 MR. McNAMARA: Thank you, sir.

18 MR. DAUSMAN: Yeah.

19 MR. McNAMARA: Is there anyone else?

20 MR. DAUSMAN: It's just common sense.

21 MR. McDONALD: My name's Wayne
22 McDonald, M-C-D-O-N-A-L-D, and I'm not much on public
23 speaking, believe me. But to try to move a ninety-
24 one-year-old lady out of her home is absolutely
25 ridiculous. Eminent domain is not meant to move old

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 ladies out of their home, it's just not.

3 And you know, I come from an era when
4 a handshake was as good as a contract. And now
5 you're telling me -- now you're telling me that a
6 contract's no good. I worked in construction for
7 forty-five years, and if you signed a contract that
8 you were going to do something, you had to do it.
9 And now -- now you want to throw it out the window.
10 This old lady should not be moved.

11 I live on Caughdenoy Road, and it's a
12 good thing you're not trying to take my property
13 because I believe in the Second Amendment. I would
14 die with my cold dead hands inside my house. You
15 would not get it. So, you can take your eminent
16 domain and stick it where the sun don't shine.

17 MR. McNAMARA: Is there anyone else
18 who would like to speak?

19 MR. DOLLY: Yeah. Yeah. I don't mind
20 speaking in public. The public doesn't usually like
21 to hear what I have to say.

22 MR. McNAMARA: What's your name, sir?

23 MR. DOLLY: My name is John Dolly. I
24 live at 4607 Verplank Road, which for the last couple
25 of months has been Route 31 Central. First of all, I

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 want to say the arrogance of our elected and
3 appointed officials for the importance of this
4 meeting is appalling.

5 And since I haven't missed an election
6 in my sixty-eight years of living in the Town of
7 Clay, I don't think I'm going to re-elect Mr.
8 McMahon, should he run. If he can't -- if he can't
9 look me -- if he can't look me and Mrs. King in the
10 eye at a meeting as important as this, he should
11 probably do more than stay home, go to hell comes to
12 mind.

13 The other thing I'm going to say, and
14 then I'll sit down because I don't know if I can be
15 any more polite than I am right now. I've heard all
16 the song and dance from New York State, Onondaga
17 County, and all these people that like to get their
18 pictures taken when something good is happening, but
19 as soon as things get a little warm or a little
20 tight, they disappear and they leave empty chairs.

21 I've been sung and danced by
22 everything that they've been in favor of, whether
23 it's as aforementioned, Penn Can Mall, Great Northern
24 Mall, whoever it is, Destiny Mall, which is going to
25 be called Destiny Mall because it's going to bring

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 one point five million shoppers in every year. Okay,
3 that's nice.

4 And an aquarium that the people have
5 to pay for, but don't get to say whether we want it
6 or not. But Mr. McMahon wants it, so we'll get it.
7 They've blown smoke up our ass for forty years about
8 French Fort, we're going to rebuild that. That'll be
9 terrific for -- for tourism and all of this stuff and
10 they're all empty.

11 And they've all given us so much
12 things to be thankful for. I can buy overpriced
13 jeans and crawl back to my car so I can stay behind
14 -- below the gunshots. He ought to be proud of
15 himself. He really should and so should Micron. If
16 this is what they're going to do, is take a long-time
17 resident of the Town of Clay, nobody's ever mentioned
18 that her husband was fire chief for thirty years.
19 And if no one (Audience applause) I think they've
20 earned the right to have their contract upheld and
21 then there's more than one way to fight City Hall, I
22 guess, and that's what we'll do.

23 MR. McNAMARA: Is there anyone else
24 who would like to speak? All right. Hearing none, a
25 copy of the record of this hearing, including all

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 written materials submitted will be available for
3 public inspection without cost on normal business
4 hours at the offices of the Agency at 335 Montgomery
5 Street, Floor 2M, Syracuse, New York, 13202.

6 It will take a few days before that
7 record is available because we have to get the
8 transcript and put together whatever exhibits we get.
9 And also, to that point, the hearing is being left
10 open for until November 26th so that you can provide,
11 either by delivery or mail, any additional materials
12 that you may wish to submit, so long as they are
13 received by November 26th, they'll be made part of
14 the record.

15 And again, they should be to send to
16 Robert Petrovich, Executive Director of Onondaga
17 County Industrial Development Agency, 335 Montgomery
18 Street, Floor 2M, Syracuse, New York.

19 Thank you very much for attending and
20 with that we will finish. I'm sorry, did you have
21 something you wanted to say, sir?

22 MR. TAYO: Yes, I thought I was quite
23 clear, so I apologize for being --

24 MR. McNAMARA: No, no. That's fine --

25 MR. TAYO: -- out of order

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. McNAMARA: Excuse, me sir -

3 MR. TAYO: As you can see --

4 MR. McNAMARA: Sir --

5 MR. TAYO: As you can see, sir -- as

6 you can see, sir, I was not --

7 MR. McNAMARA: What's your name?

8 MR. TAYO: I was not dressed and

9 prepared for this today.

10 MR. McNAMARA: What -- sir, what's

11 your name for the record?

12 MR. TAYO: You may -- you may call me

13 Tayo.

14 MR. McNAMARA: Tayo. Okay.

15 MR. TAYO: And if you're a believer or

16 family friend, you may address me as Timothy. So, I

17 thank the people that are here supporting an elderly

18 woman, ninety-one-years-old. I would like everybody

19 in this room that supports this woman and that

20 include you gentlemen, to stand, please. And if you

21 can't, raise your hand, please, respectfully. Look

22 them in the eye and let them see you.

23 And if I can't see you, there's more

24 to the story because we're dealing with the

25 government and we're dealing with people that don't

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC
2 know how to communicate. Part -- minus a few farmers
3 and people that I learned from. I learned out of a
4 good book and he took that good book out of school.

5 I don't get out much and I have a high
6 respect for farmers because next to my father, that
7 is the most important person in this country because
8 they feed you. They feed you, not your check with
9 that little signature.

10 This country had a wake-up call
11 recently and you thought it was about toilet paper
12 and organizing your drawers before things got back to
13 normal and I believed that for a second. So, I
14 organized my drawers and it kept going and going.

15 So, I said, this can't all be on me
16 because my drawers aren't organized. So, I said,
17 there's something else to think about. And I don't
18 know how many years it went by. I stopped going by a
19 calendar a little while ago.

20 So, it's really unique that I find
21 myself sitting here when I should be skinning the
22 deer to feed somebody. I used to go out for luxury
23 until Deer Camp was no more. That day ended. I
24 didn't get -- I didn't get the -- the invitation due
25 to circumstances.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 UNIDENTIFIED FEMALE: Soon there will
3 be no more deer.

4 MR. TAYO: Pardon me for raising my
5 voice, because that's anger. Because guess what?
6 There is a time for anger. It needs to be harnessed.
7 And by the grace of God, I'm not flipping this table
8 over. This table.

9 MR. McNAMARA: Sir.

10 MR. TAYO: And so, I'll compose myself
11 and respect the authorities. May I ask three
12 questions to be -- in order and respect the
13 authorities. Three questions. May I start with one?
14 Forgive me for not being educated and not prepared to
15 come here.

16 What is your name, your title and your
17 position, please. Nice and loud. One through three.

18 MR. McNAMARA: As I said at the
19 beginning of the hearing, my name is Mark McNamara
20 with the Law Firm of Barclay Damon which is the
21 outside counsel for the Onondaga County Industrial
22 Development Agency.

23 MR. TAYO: Thank you, sir.

24 MR. COLEMAN: Daniel Coleman also from
25 Barclay Damon, outside counsel for OCIDA.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 MR. TAYO: Nice and loud, please. I
3 don't know why you're not mic'd. I -- I can't hear
4 you though. I'm hard of hearing. I had F16s flying
5 over my head years ago and ears are still ringing.

6 MR. McNAMARA: He is with Barclay
7 Damon. We're all with Barclay Damon which is the
8 outside counsel to the Onondaga County I.D.A.s as I
9 said at the beginning of the state -- go ahead, sir.
10 And your time's almost up.

11 MR. TAYO: I appreciate your
12 courtesies and you, gentlemen, I appreciate you being
13 in here. I appreciate tax dollar -- dollars being
14 spent to people that also sign a paper to put their
15 life on the line. Thank you. Thank you.

16 And the veterans in this room because
17 I saw something the other day that said doesn't
18 matter where and how you served and I got a story,
19 let me tell you. And it includes a general to finish
20 the story. So that's for another day.

21 But somebody wrote, if somebody puts
22 their name on the line, they're putting their life
23 when you're in military and I did that. So, when
24 these people, good people talk about an agreement,
25 that means something.

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 UNIDENTIFIED FEMALE: Yes.

3 MR. TAYO: But I've fallen short
4 myself and all you people are fucked up.

5 MR. McNAMARA: Okay. Will you --

6 MR. TAYO: And you are fucked up too,
7 but for different -- no -- no -- no, what are you
8 saying? What are you saying? Why -- why am I done?
9 No, why am I done? Why am I done? Why am I done?
10 (Altercation with Police) Why am I being detained?
11 Are you telling me I'm under arrest? Let me stop me.
12 Let me stop. I'm not resisting. I'm not resisting.

13 UNIDENTIFIED SPEAKER: Let's go.

14 MR. TAYO: Don't break my glasses.
15 Take my glasses. No. Take my glasses. I will -- I
16 will -- not resist if my glass is safe -- now, what
17 would you like me to do?

18 UNIDENTIFIED SPEAKER: Hands behind
19 your back.

20 (An altercation with law enforcement)

21 (The hearing concluded at 10:58 a.m.)

22

23

24

25

1 11/20/25 - Micron New York Semiconductor Manufacturing, LLC

2 STATE OF NEW YORK

3 I, KRISTEN LAWLER, do hereby certify that the foregoing
4 was reported by me, in the cause, at the time and place,
5 as stated in the caption hereto, at Page 1 hereof; that
6 the foregoing typewritten transcription, consisting of
7 pages number 1 to 89, inclusive, is a true record prepared
8 by Associated Reporters Int'l., Inc. from materials
9 provided by me.

10 IN WITNESS WHEREOF, I have hereunto
11 subscribed my name, this the 2nd day of December, 2025.

12

13 KRISTEN LAWLER, Reporter

14

15

16

17

18

19

20

21

22

23

24

25

A	
A-L-E-X 67:12, 21	afford 29:3
A-L-L-A- 67:12	aforementioned 80:23
A-L-L-A-R-D 67:21	age 39:4 47:2, 3, 4
A.I 67:23	aged 66:19
a.m 1:12 2:2 63:2 87:21	agencies 27:23, 24, 25 28:4
abdication 43:22	agency 1:4 2:15, 21, 22 3:13 6:12
ability 34:5	7:9, 16 8:16 10:15, 23 11:4, 7
able 31:7 60:17 63:3 66:8, 21	11:10 14:21, 23 16:8 22:11, 16
absolutely 40:4 56:8 78:24	23:16, 22 24:8 25:3, 5 26:11
abuse 18:15 43:9, 9 47:14 67:25	43:19 64:16, 22 67:23 82:4, 17
abused 18:13	85:22
accept 43:4	agency's 4:10
acceptable 24:24	ages 27:16, 16, 16
Access 7:23	aging 33:7
accommodate 31:25 32:3, 3, 4	ago 19:24 20:23 48:15 49:22
accompanied 44:15	52:7, 7 56:3, 8 64:18 65:14
account 34:22 37:3, 16	75:23 84:19 86:5
achieve 22:16	agree 46:24 67:4 74:22
achieved 24:4	agreement 19:25 20:8 47:12
acquire 8:17 11:4	64:20 72:20, 22 86:24
acquired 23:16	ahead 14:11, 12 70:20 73:5 86:9
acquisition 1:7, 8 3:2, 20 4:14	Air 42:7
11:22 22:5, 8, 14 23:3 24:24	Alex 67:7
25:5	Allard 67:6, 7, 12, 16
acquisitions 22:19 23:23	allow 47:16 50:14
acre 8:20, 21, 23 9:3, 4, 23 10:21	allows 61:24
22:17 23:5, 15 51:10 54:12	altercation 87:10, 20
acreage 59:7, 9	alternatives 47:16
acres 9:9, 13 10:20 22:15 26:19	amazing 73:12
27:13 38:11 51:16, 24 65:6	Amazon 28:6, 16, 17, 20
Act 15:2	Amendment 79:13
acting 22:3	Americans 68:8
action 15:9 64:11, 21	analysis 15:10, 25
added 60:8, 11	analyze 61:16
addition 5:2 6:21 8:4 13:25	Andy 17:14
14:18 15:24 26:9	anger 63:7 85:5, 6
additional 7:8 13:5 28:19 82:11	animals 32:7
Additionally 47:25	anomaly 24:14
address 5:12 15:25 83:16	answer 16:18 47:9
addressed 34:19 35:9	anticipated 12:9 18:25
adequately 47:10	anybody 58:8 60:19 70:13
adjacent 15:21 23:4, 11, 15 48:6	anybody's 27:17
56:2	anymore 59:25
admirable 45:5	anyway 26:17 42:15
advance 13:7, 8	apartment 22:5 35:19 56:10
advertisement 19:14	apartments 35:10 36:19
advised 47:23	apologize 38:13 50:18 82:23
aerospace 12:16	appalling 80:4
affiliated 5:13	apparently 26:7, 19 43:17 44:9
	47:12

applause 40:17 55:2 81:19
application 8:16 10:15
applications 12:15
appoint 62:21
appointed 80:3
appraisal 44:4
appraised 11:11 72:24, 25 73:2
appreciate 13:19 44:17 55:11
 58:21, 24 86:11, 12, 13
approval 27:9, 24 28:3
approve 26:8
approved 26:7
approximately 6:4 7:21 8:20, 23
 9:3, 4, 9, 12, 22 10:19 12:19, 21
 12:23 13:4, 6
aquarium 81:4
area 9:17 22:17 29:10 55:18
 56:17 61:17 76:15
areas 15:22
Ark 32:6
Arlene 73:9
Army 58:8
Arnold 34:8, 9, 9, 22 37:9, 10, 14
 37:18, 19, 21, 22, 24 38:5, 10
arranged 22:4
arrangement 24:20
arrest 87:11
arrogance 80:2
art 7:23
Article 1:5 2:23 4:14
artificial 12:17
asked 59:12, 15, 19 74:14
asking 14:22 16:10
ass 81:7
assessment 5:4 27:5
associated 15:20 88:8
Association 32:22
assume 42:5
assumption 23:9
attend 71:13
attended 34:14 73:25
attending 5:10 82:19
attorney's 17:3
attract 46:5
Audience 40:17 55:2 81:19
Auditorium 74:4
authorities 85:11, 13
authority 32:16 43:24
available 82:2, 7
awarded 26:23

aware 56:12
Azalia 7:4 19:24, 25 20:24 22:7
 46:8, 18 64:10 66:8, 12

B

B 38:15
B- 44:14
B-O-Y-K-E 31:8
back 27:2, 3, 15, 16, 17 28:14
 32:12 35:4 38:24 39:2, 3, 5, 8
 39:14, 15 43:12 56:3 58:3
 59:13 64:14 65:4 70:18, 22
 73:24 81:13 84:12 87:19
backed 52:24 53:13
backs 40:13
bad 34:4 37:6 44:6 55:24
bag 61:3
balls 62:23
Barb 47:18, 20
Barclay 2:13 85:20, 25 86:6, 7
bargain 20:6
based 4:9, 11 45:25
basically 25:14 28:13 55:19
 56:10, 14
basis 5:24
bathroom 42:23
bats 27:15 32:11, 12
Bay 31:9
bearing 3:5, 10 8:25 9:6 10:4, 6
 10:24 11:23
beautiful 36:21 59:15
beginning 26:14 73:25 85:19
 86:9
behalf 7:4 13:23 14:15 42:11
 46:17 61:2
behavior 32:22
behooves 44:3
believe 55:3 58:19 74:3, 20, 21
 76:12 78:23 79:13
believed 84:13
believer 83:15
Bell 53:4
beneficial 75:13, 14
benefit 1:7 4:16 12:9 27:21
 31:18 43:5 45:18
benefits 25:4 76:15
best 47:13
betrayal 32:24
better 27:18, 19, 21 45:19
beyond 24:6 58:13

bidding 62:22
big 51:18 77:22
bill 43:7
billing 5:4
billion 7:21 13:3 21:8 26:8,10
 26:13 29:3 36:25
billionaire 55:5
billionaires 41:17 54:11
bills 63:3
binding 31:17 33:4,13 47:11
Birtha 71:2
bit 29:24 59:11 67:17
blame 63:10,11,11
bleeding 42:6
blessed 33:11
blind 66:6
block 69:22 70:2
blocking 69:23
blood 44:11
blow 78:13
blown 81:7
board 34:14 45:12 47:9 64:13
boarded 48:20 49:23
book 84:4,4
boosts 62:3
booted 38:24
bordering 68:11
Boston 67:8
bothered 61:14 62:22
bought 35:25 48:15 50:8 51:11
 55:6
Boulevard 39:10 48:14
boy 21:20
Boyke 31:5,6,8
break 68:5 87:14
breaks 26:9,24 27:22 29:4 61:23
Brewerton 31:9 46:14 67:9,23
brewery 53:22
Brian 74:7
bring 32:6 33:17,18 51:19 62:6
 80:25
broad 15:14 42:18
broke 33:19 67:24
broken 31:17 66:10
brought 61:25
Brown 44:13,14,14,15
buddy 14:11
Buffalo 61:8
build 26:13,25 27:8 28:19 45:16
 49:4 77:22

building 28:7,21,23
built 26:19 70:24 71:5
bulldozed 56:8
bulldozers 30:19
bullied 68:5
bullshit 34:16 52:16
bully 68:10
bullying 32:23 43:11
bunch 26:4
Burnett 9:3 18:5 74:13,22 76:24
bus 39:20,21
business 7:13 21:4 22:24,25
 61:19 62:2,2,7 82:3
businesses 61:17,21 71:11
Butch 19:24 49:14,19 71:14
button 38:6,11
buy 35:10 50:5 52:3 81:12
buying 20:24 35:5 51:6,22,25
 54:11

C

C 51:7
C-O-N-C-O-L-I-N-O 47:21
calendar 84:19
call 2:24 6:2 55:14 67:25 83:12
 84:10
called 3:13 51:7 61:22 68:4
 80:25
calls 72:21
Camp 84:23
Campus 8:3,4,8,13,14,22 9:18,19
 10:2,10,12,17,22 11:15,20
 12:4,7
can't 41:8
canal 58:7
capacity 22:4
caption 88:5
car 81:13
care 36:24,25 41:7 44:24 53:10
 66:22 69:10,11 74:17 75:12
career 62:20 72:15
caregiving 66:19
cares 72:8
caring 71:25
case 15:6 36:17 47:24 71:17
 72:10
casualties 74:12,15,18 75:12
catastrophic 16:2
Caughdenoy 9:10,13 22:8,18 24:9
 58:4 59:14 73:12 79:11

cause 42:2,3 88:4
center 8:9,9,10
central 71:12 73:18 79:25
cents 19:20 35:8
Certain 1:8
certification 66:6
certified 5:6,8
certify 88:3
cetera 29:17
chain 12:23
chairs 80:20
challenge 5:21 21:13
chance 58:11
change 15:13 33:24 50:13 72:3 78:4
changed 18:16 20:18
changes 23:17
Channel 53:24
charge 47:13
check 84:8
Chesbro 53:6
chief 81:18
child 73:11
childcare 8:9,11 9:12 10:13
childhood 73:18
chip 22:22
chips 12:14
chose 45:9
chuckled 74:20
church 17:20 49:15 71:14
churches 71:11
Cicero 8:24 17:21 18:4 21:7 31:10 32:15 70:23 76:11
circumstances 16:10 84:25
citizen 72:15 73:3
citizens 71:10
City 64:7 81:21
city's 68:14
claim 28:25
claiming 64:23
clapping 34:13
clarify 48:3
clarity 23:21 57:23
Clay 1:13,15 3:4 19:11 21:7 22:6,25 23:23 29:6 32:15 34:10,23 39:9,13 45:23 46:14 48:13,14 49:11,16 55:19 57:17 63:20 71:19,23 73:10 75:15 80:7 81:17
clear 57:9 67:22 82:23

client 20:12
clinical 42:5
close 7:13
closed 76:16
code 28:9,21,24
codes 28:7
cold 79:14
Coleman 1:17 85:24,24
collect 59:25
collectively 3:13 8:14 10:14
Colorado 63:19
com 45:20
combat 67:7,18
come 5:18 20:7 25:15 26:3 27:15 30:19 32:12 40:16 41:8 44:3 52:8,23 55:22 60:17 63:5,15 63:24 69:19,20,22 70:14,17 73:13 74:6 79:3 85:15
comes 13:18 80:11
coming 27:15,16 41:18 47:15 57:10 61:7
commenced 2:2
comment 43:21
comments 2:12 6:15,16 38:9 48:2
Commerce 3:22 4:4 27:10 65:7
commitment 73:3
commitments 47:17
common 78:20
common-sense 77:25
communicate 84:2
community 12:24 13:8 16:12 40:22 45:20 46:5 70:4 71:23 72:6,8 73:17 75:6
community's 71:12
companies 50:9
company 4:8 29:2,3 67:8 68:2
compared 21:6
compass 65:23
compassion 72:7
compassionate 71:16
compensated 74:23
compensation 11:11 24:23
compete 22:23 23:24
complaints 69:12
completed 22:13
component 10:17 11:9
compose 85:10
comprehensive 3:21
concerned 57:5 71:10
concluded 87:21

Concolino 47:19, 20, 21
condemn 64:10, 23
condemnation 5:21
condemnees 42:14, 14
condemner 4:12
conducts 21:4
confusing 26:17
connected 15:9
connection 2:25 10:16 11:9, 16
 25:7
consider 7:9 15:19 40:4
consideration 25:2
considering 10:15 13:24 14:16
 76:5
consist 9:8, 12
consisting 88:6
constituting 12:13
Constitution 42:8 43:16
construct 7:22 8:5 11:18
constructed 4:20 12:7
construction 8:6, 7 11:14 12:11
 12:20, 24 29:12, 18 42:25 65:3
 69:19 71:18 79:6
consultants 65:8
contaminating 58:12
continue 37:10 46:8
continuous 22:16
contract 18:24 19:5, 7, 16, 18, 18
 20:23 21:3 31:17 33:4, 13
 43:18, 25 46:23, 24, 25 48:4
 50:12, 13, 15 62:17 76:13, 19
 79:4, 7 81:20
contract's 79:6
contracts 31:14
control 22:20
conveyance 8:6 10:2 11:21 12:6
 15:24
convince 24:13
coordinated 72:20
copies 5:2, 7
copy 81:25
corner 59:14
corporate 61:23
corporation 65:24
Corps 58:8
correctly 69:19
cost 26:13 82:3
costs 27:7
councilor 31:10
counsel 2:14 5:6 6:9, 11 85:21

85:25 86:8
country 18:15 63:9 68:19 84:7
 84:10
county 1:3 2:14, 17, 21 3:5 7:15
 8:24 9:23 11:12, 17 13:10
 14:21 18:12 19:10, 25 20:2, 13
 21:7 22:3, 4, 23 24:6 25:6, 8
 30:9 32:10, 18, 20 33:14, 23
 41:14 43:17, 21, 23 45:12, 18
 47:17 51:6 52:2 54:9, 10, 21, 25
 56:13 57:13 59:4 62:16 64:16
 68:25 69:18 72:22 73:2 74:10
 74:11 75:5, 13, 20 77:4 80:17
 82:17 85:21 86:8
couple 56:21 71:21 75:22 76:25
 79:24
court 2:7 13:15, 17 16:24 35:15
 35:21 36:5, 5, 15, 22 47:25 56:7
 61:5 64:22
courtesies 86:12
Courts 45:21
cover 43:8
covering 43:7
cowardly 61:13
crap 35:11, 18 36:4 50:5
crawl 81:13
crazy 51:7
created 43:11
creates 15:17
creation 12:22
creative 47:16
Creek 58:12
Critically 15:18
CROWD 14:10
crucial 12:15
cruel 64:12 65:3
cruelty 32:24
current 15:13 23:22 43:17 44:3
currently 11:12
cut 27:8, 13, 14, 18 29:15
cybersecurity 12:16

D

D-A-R-L-E- 18:19
D-A-U-S- 77:19
D-E-M- 19:22
D-E-M-E-T- 20:22
D-U 61:6
D-U-A-N-E 61:6
damage 78:7

damaging 66:15
Damon 2:13 85:20, 25 86:7, 7
Dan 50:25
dance 80:16
danced 80:21
Daniel 1:17 85:24
Danson 50:25
Darlene 18:18, 19
darts 38:23
dash 3:6, 6, 7, 7, 11 9:2, 2, 6, 7, 11
 9:11, 14, 14 10:5, 5, 7, 7, 8, 9, 24
 10:25 11:24, 24, 25 12:2
DATE 1:12
daughter 18:22
Dausman 77:15, 19, 19 78:18, 20
Dave 34:8 37:19
David 34:9, 22
Dawson 51:2, 2, 3, 4 54:19 55:2, 10
 55:12
day 35:24 40:23 56:3 84:23
 86:17, 20 88:11
days 25:15 39:8 82:6
dead 63:18 79:14
deal 25:16, 17 43:22 44:3 54:3
 55:25 64:17
dealing 74:25 83:24, 25
deals 68:4
dear 14:20 19:23 28:12 38:24
death 44:10
debated 25:15
decades 66:8
December 27:11 88:11
decide 45:16 57:21
decided 29:20
decline 16:15
decorated 67:7
deer 69:13 84:22, 23 85:3
defend 42:8, 14 44:25 68:8
definition 42:18
delayed 43:2
delivered 7:11, 14
delivery 82:11
dementia 60:2
Demeter 19:21, 22, 22 20:21, 22, 22
demolished 23:17
demonstrate 28:15
department 27:10 33:23 39:17
 69:22
depth 23:7, 11
describe 4:2, 14

described 8:3 13:13
description 7:20
deserve 43:15
deserves 66:23, 23
desire 23:6
despicable 32:19 34:4
Destiny 80:24, 25
destroy 26:4 29:14, 16
destroying 41:18 56:16
destruction 29:13, 14, 17 30:24
detail 4:2 15:11
detailed 7:19
detained 87:10
determined 9:16
develop 72:6
developing 72:5
development 1:4 2:15, 21 7:16
 10:16 11:8 12:19 14:21 15:15
 22:2, 22 23:10 32:22 82:17
 85:22
die 79:14
died 53:6 71:4
Diello 73:9
different 47:16 59:24 87:7
difficult 18:11 24:16 77:7
dig 29:15 51:16
digital 4:9
director 7:15 22:2 35:8 82:16
dirt 33:18, 18
disappear 80:20
disappeared 65:17, 21
disappointed 64:12 65:22
disappointing 72:19
discuss 22:8 23:6 33:16
discussions 35:5
disheartening 75:2, 17
display 34:4
disposable 43:14
Disrupting 24:15
District 76:3
diverse 71:10
doctor 19:3
documents 15:12 42:21
doing 19:7 38:3 50:10 54:20
 60:25 62:18 65:5
dollar 21:8 26:13 29:2, 3 77:6
 86:13
dollars 7:21 13:4, 6 26:8, 24
 28:19 36:25 51:10 86:13
Dolly 79:19, 23, 23

domain 1:5 2:23 3:2 8:18 11:5
 14:23, 24 15:4 16:9, 15 18:13
 18:15 41:5, 16 42:13 44:6
 47:22 52:5, 15, 25 55:23 56:4
 57:9 58:13 59:17 67:25 71:17
 76:24 78:25 79:16
Doman 1:8
domestic 12:14 68:9, 11
Don 21:11, 13, 17, 21 48:2 64:4, 6
don't 14:8
door 67:2
doze 36:11
dozer 36:10
DRAM 7:24 12:14
drawers 84:12, 14, 16
dressed 83:8
Duane 60:25
due 43:10 84:24
dump 58:5
dwelt 45:6
Dynamic 7:23

E

E 53:6
E-A-G-A-N 55:17
E-O 17:19
E-R 20:23
E-T-E-R 19:23
E.D.P.L 2:24 4:13 5:7 14:19
Eagan 55:15, 16, 16 58:24, 25
Eagan's 73:20
earlier 11:17
earned 81:20
ears 86:5
easement 3:3 13:24 14:17 15:15
easements 15:12
easy 42:17
economic 13:2, 10 22:2
economy 12:25 62:3 72:4
Ed 76:9
edge 65:13 70:25
educated 85:14
effect 8:18
effectuate 8:19
eight 9:6 26:18 29:20
Eighty- 71:2
eighty-eight-year-old 40:9, 16
eighty-three 49:10
either 31:7 82:11
elder 43:9, 9 47:13 67:25

elderly 24:16 66:7 83:17
elders 43:13, 15
elected 30:9, 11, 14 71:15, 20
 80:2
election 80:5
email 16:21, 22
emailed 14:18
emails 6:10 7:2
eminent 1:5, 8 2:23 3:2 8:17
 11:5 14:23, 24 15:4 16:9, 15
 18:13, 14 41:5, 16 42:13 44:6
 47:22 52:5, 5, 15, 24 55:22 56:4
 57:9 58:13 59:17 67:25 71:17
 76:24 78:25 79:15
emotional 59:12
emotionally 66:15
employees 8:10
empty 46:20 48:19 49:2 80:20
 81:10
enable 22:22
ended 84:23
ends 44:10 69:22
enemies 68:9
enforcement 87:20
engineers 58:8 65:8
enjoy 36:21
entered 50:11
entire 41:6 55:19 57:17
entirety 10:23
entrance 5:13
environment 4:18 16:12 26:5
 40:19 56:16 62:7
environmental 14:25 15:5, 10, 18
 16:4, 7 27:5 43:3
equal 23:11
equipment 12:15 55:14
era 79:3
Eric 48:8, 12 49:20
escapes 28:8, 19
especially 18:11 67:20 72:2
essential 16:3 22:15 72:7
establish 22:20
estate 31:15
estimated 26:12
et 29:16
event 6:8 16:2
eventually 34:2
everybody 13:17 36:13, 21 39:16
 39:17, 18 41:15 59:5 83:18
everybody's 56:23

evict 64:19
eviction 43:10
exactly 35:20 37:14 38:14 52:11
excess 11:11
excuse 4:20 9:5 13:16 37:9
 48:21 83:2
executive 7:15 32:20 33:14, 24
 62:16 68:25 82:16
Executive's 43:21
executives 75:5
exempt 25:4
exercise 16:15
exhibits 6:23 82:8
existing 8:11 9:22 24:17
expansion 40:8
experience 72:5
explain 47:10 61:11
explaining 38:7
expressed 71:19
extend 24:6
extensive 27:4
extra 6:5
extremism 63:7
eye 25:25 80:10 83:22

F

F16s 86:4
fab 22:22
face 61:15 71:24
Facebook 34:21, 24 35:2 37:3, 15
 37:19 38:12
facilities 24:5
facility 7:25 8:6
fact 30:22 44:23 58:19 75:24
factories 26:13
facts 5:24
failed 15:19
failure 16:2
fair 15:4 44:4
fairly 74:23
faith 44:7 71:9
fall 49:24
fallen 87:3
families 73:17 74:17, 22 76:6
family 13:23 14:15 17:20 18:9
 20:3 41:25, 25 42:11 44:6, 22
 45:24 46:18 49:9, 13, 13, 17, 18
 50:19 56:5, 7 57:19 71:22
 73:18 77:12 83:16
far 24:6 50:9

farm 34:11 35:6 59:15
farmer 34:12 44:19
farmers 49:16 84:2, 6
fast 67:19 78:14
father 44:20, 20, 21 45:3 84:6
fathom 59:23
fault 14:10
favor 35:12 36:16, 22 80:22
Fayetteville 21:14, 18, 22
federal 26:11 31:15
feed 84:8, 8, 22
feel 34:3 38:22 45:13 47:22
feels 18:10
feet 23:8 28:9, 10 51:17
felt 46:6
FEMALE 17:22 21:23 54:24 85:2
 87:2
fest 49:3
fifteen 19:13 38:10 51:9 53:23
 54:12
fifteen-year-old 39:23
fifty 20:9 28:9 58:11, 11 75:25
fifty- 23:7
fifty-five 48:13
fifty-one 22:17 26:12
fight 40:15, 16 41:4 46:8 63:21
 81:21
figure 65:8
figured 33:6
fill 51:17, 18
filled 46:20
final 25:6
finally 58:18
find 54:14 71:16 74:20 76:11
 84:20
findings 16:7
fine 39:7 50:24 82:24
finish 60:18 82:20 86:19
fire 28:8, 19 39:17 69:22 81:18
Firm 2:13 7:4 85:20
first 13:13 22:12 27:3 29:12, 20
 36:2 44:15 45:4 48:23 60:23
 64:4 74:2, 2 79:25
fish 53:16, 16, 17
five 13:5 27:13 53:24 58:5 81:2
flipping 85:7
Floor 7:17 82:5, 18
flying 86:4
folks 30:7, 17, 17
follow 16:10 48:23

follows 7:20
force 33:2 34:6 42:7
forced 18:6 43:10 48:16 49:18
forcibly 64:23 65:21 66:13 67:3
foregoing 88:3,6
foreign 68:9
forever 47:8 49:11
Forgive 85:14
forgot 52:11
formed 71:11
former 35:7
Fort 81:8
forth 34:16
fortunate 24:20
forty 12:23 31:21 46:16 81:7
forty- 22:14
forty-five 79:7
forum 27:4
forward 2:25 14:22 62:20 74:14
forwarded 7:11
fought 71:3
found 72:19
four 3:11 9:6,10,14 10:5,24
 12:19,20 28:9,19
fourth 4:8
Frank's 50:3
frankly 25:25 65:2
freaking 37:5 53:7
French 81:8
friend 19:23 41:24 83:16
friend's 42:11
friendly 61:19
friends 38:24 41:13 47:23
front 35:15 46:19 55:13 61:25
fucked 87:4,6
full 15:4 49:3 58:18
function 18:13
funded 63:4
further 11:7
future 15:15

G

G-E-O-F-F 72:12
G.D.P 13:4
G.E 31:13
Gail 71:9
gallons 58:6
games 63:11
Gaylord 49:17
general 13:9 86:19

generating 12:19
gentleman 60:22 72:20
gentlemen 83:20 86:12
Geoff 72:11
getting 39:20 42:16 45:6 56:21
 57:14
giant 65:24
give 6:22 28:15 29:23 63:15
 77:6
given 6:6 81:11
giving 19:14
glass 87:16
glasses 87:14,15,15
Glenn 19:25 20:10,24 22:7 35:4
 44:18,19 46:8
go 2:10,25 5:17 14:11,12 20:11
 21:9 34:18 36:3,4,6,10,14
 37:19 38:4 39:3 40:14,18 41:2
 41:4,13 42:23 48:23 49:9,9
 50:8,22,25 53:12 56:10 60:6
 60:15 62:14 64:4,8 69:10
 70:20 73:5,21 76:20 80:11
 84:22 86:9 87:13
goal 23:22 24:3
God 26:21 33:11 40:11 85:7
god-awful 26:21
goes 51:23 52:9 62:11
going 16:18 19:15 21:9,12 25:16
 25:16 26:3,18,19,20 27:2,6,7
 28:2,3,22,24 29:13,13,17,21
 30:6,24 32:6,8,14 33:8,9,14
 33:17,20 34:18 35:19,20 36:3
 36:4,5,6,7,8,9,11,11,14 37:4
 40:2,15 41:10 43:12 48:22
 49:3,6,7,8,8,9,25 50:3,5,8
 51:5,12,13,17,19,24 52:10,11
 52:20,21 53:3,5,15,18 54:3,5
 54:10,15,23 55:3,24 57:6,9,11
 57:15 58:5,15 61:10,16 62:6,6
 62:8,18 63:6,17 67:3 69:9
 70:2 74:24 75:8,20 76:2,12
 78:2,3,4,7,8,10 79:8 80:7,13
 80:24,25 81:8,16 84:14,14,18
gold 33:18
good 34:2 41:22 42:2 48:9,10
 56:15 59:2 60:2 61:8 63:21
 76:14,22 79:4,6,12 80:18 84:4
 84:4 86:24
government 31:16 32:18,20 33:23
 34:7 45:2 46:3,6 63:4 72:16

72:17 83:25
grace 85:7
Granby 63:19
grandfather 49:15
grandmother 47:6,7 49:15,16
 66:24,25
grandmother's 45:8
grandparents 17:16
grant 20:3
granted 28:20 42:21
grateful 35:7
great 44:17 47:7 62:18 68:22
 75:10 76:16 80:23
great- 66:24
greater 4:2 7:19
Grecco 68:17,18
greed 31:19 33:25
greedy 65:24
greenhouse 45:17
grew 39:8,13 49:12,13 55:18
 58:2
ground 33:20
group 39:4 68:19 71:10
growth 71:12
guarantee 36:15 54:8
guess 33:6 64:3 71:3 74:9 81:22
 85:5
Gunnery 67:7
gunshots 81:14
guy 53:5,10,11 55:7
guys 14:9 45:11 55:6 60:25 61:7
 61:12,14 62:15,23 63:21,22
 65:13 76:12

H

H-A-M-M-O-N-D 25:13
half 26:12,12 43:7
Hall 1:13 81:21
Hammond 25:11,12,13,23 30:13,16
 31:4
hand 53:18 83:21
handle 60:3 70:4
handled 25:8
hands 44:11 53:18 79:14 87:18
handshake 79:4
handwriting 38:14 50:18
Hanson 71:2
happen 15:6,25 35:19,21 36:12
 49:4 57:15,25 69:9 75:8
happened 28:5 32:16 35:24 55:25

56:9 77:3,5
happening 59:4 61:9,12 63:12
 72:4 75:2,12 80:18
happens 62:9,13,13 63:10 65:19
 69:25
happy 68:20
harassing 47:13
harassment 43:10
hard 16:7 42:13 76:12 86:4
hardship 28:14,16,16,17,20 29:2
harnessed 85:6
hatred 63:7
head 59:23 86:5
headlight 69:14
heads 33:19
health 13:9
healthcare 8:9
hear 13:12 17:22 21:15 31:7
 46:22 67:15 73:15 75:3 79:21
 86:3
heard 19:17 31:16 42:20 51:19
 52:18 53:2,4 54:15 64:25
 67:24 72:23 80:15
hearing 1:11 2:2,11,16,20 4:11
 4:13,21,25 5:3,9,10,25 6:17
 6:25 7:7,10 14:19 30:22 35:12
 69:13 81:24,25 82:9 85:19
 86:4 87:21
hearings 68:24
heart 42:6 67:24
heavy 31:13
Heemeyer 63:18
held 2:20 3:10 11:6 30:23,23
hell 80:11
Hello 55:16 64:6
help 71:11
Henry 39:13 48:14
hereof 88:5
hereto 88:5
hereunto 88:10
heroes 63:19
Hi 25:12 64:5 67:6 71:8 72:11
high 84:5
highest 44:4
Hindsight 74:25
hit 38:6 41:13,14,15,15
hold 24:8 57:14 62:25 66:5
holding 4:13
Holdings 13:14,23 14:15
hole 51:18

home 18:6 20:4,9 29:24,24 30:4
 33:2 40:6 45:8,11,25 59:13
 66:9,12,14,19,21 67:4 78:24
 79:2 80:11
homelessness 61:17
homeowner 61:2
homes 38:25
honest 21:8
honor 19:7,16 32:20 43:15,24
 47:17 68:4
hope 24:21 31:4 47:8 63:19,20
hoped 74:16
hoping 33:14
horrific 32:9 46:21
Horseshoe 34:10
hours 35:11,13,17 82:4
house 19:6 22:8 23:17 30:2,3
 32:13,14 39:20 40:10 48:15
 49:4,5,7,8,22 50:5,7 55:14
 56:5,7 63:15 64:19,25 69:21
 70:23 71:4,6 79:14
housing 72:4
Hughes 63:25 64:3,4,6,7 65:11
 66:2 73:20
human 66:15
hundred 7:21 8:20,21 10:20,21
 13:6 19:4 21:8 22:17 23:7
 26:18 27:13 28:8,9 33:9 36:25
 38:11 51:16 65:6
hundreds 51:24 68:12
hurry 27:11,12,18,19,21 31:23
hurting 54:9
husband 33:3 49:21 64:17 81:18

I

I.D.A 2:17 22:4
I.D.A.s 86:8
I.W.W.T.P 9:21
I'll 14:14 35:3
I'm 34:16 39:5 87:11
IDA 32:21
Idaho 20:14
idea 18:23
identified 3:15,17 13:7
identify 5:11
illegal 34:5
imagine 77:8
Immanuel 17:19 71:14
impact 4:18 43:3 71:9 74:10,11
 76:2,5

impacts 13:4 15:5,17 75:20
impaired 66:7
importance 12:13 33:16 80:3
important 20:6,12 42:3 46:21
 56:22 80:10 84:7
improvements 13:3
inalienable 43:16
inception 25:9
include 8:22 13:25 14:17 83:20
included 22:3 23:3 24:11
includes 12:10 39:16 43:9 86:19
including 6:11 7:3 10:23 13:3
 22:15 24:9 81:25
inclusive 88:7
incomplete 15:11 16:8
Incorporated 34:14
increase 61:18,18
increased 11:16
increasing 40:11
indispensable 40:24
individual 2:12
industrial 1:4 2:14,21 7:16
 9:16,20,25 11:13,18 12:5
 14:21 16:2 22:5,20 32:21
 82:17 85:21
industrially 9:17
industry 12:12,16 43:8
inform 4:15
infrastructure 11:16 12:11,13
inground 49:2
initial 45:12
initiatives 13:7
inside 79:14
insidious 40:4
inspection 82:3
Institute 47:23
Int'l 88:8
Integration 67:23
integrity 21:8 65:22 66:12 68:4
intelligence 12:17
intends 11:4,17
interest 3:9,14,20 5:5 8:17
 11:6,10,23 55:18,21
interesting 25:18
interests 1:9 4:15 5:21,23 57:7
international 23:25
internet 63:10
introduce 58:9
introduction 2:11 41:23
invest 7:20

invested 40:21
investigate 38:6 56:11
investigation 38:4
investment 12:18
investments 13:5 22:24
invitation 84:24
invite 65:25
Island 34:10
issue 2:4 16:3
issues 5:24 16:7 43:12 56:15
 69:8,16
it's 14:7 20:17 78:20
Italy 17:15

J

J 55:16
J-A-N-I-S 38:16,22 70:10
J-A-S-O-N 44:14
J-O-H-N 13:22
J-U-D-Y 31:8
James 38:14
Jane 38:14
Jason 44:12,14
jeans 81:13
job 13:8 22:3 63:4
jobs 12:20,22,24 29:12,12,13,17
 62:7
John 13:14,21 14:14 55:15,16
 79:23
join 41:12
judicial 5:23
Judy 31:5,8
Justice 35:16,21 36:15,22 47:23

K

Kathy 58:25 59:3
keep 14:8 40:18 53:8 56:15
 57:19 63:21 72:22
kept 20:5 66:11 84:14
kick 26:3 27:19 37:4
kicking 65:20 70:22
kid 49:24
kidding 20:18
kids 39:16,25
kills 40:8
kind 74:20
kindergarten 77:11
kinds 74:7
king 6:8,11 7:5 17:20 18:9,21
 18:23 19:3,16,24,24,25 20:6,8

20:10,24 22:7,11,14 23:3,4,11
 24:22,25 27:19 29:8 31:24
 32:24 33:10,16 35:4 39:16,16
 39:21,22 40:15 44:5,18 47:12
 49:13 56:2,2,19 59:8 64:10,15
 66:8,12 72:13 73:18 76:11,13
 76:18 77:9,12 80:9

King's 40:2

Kings 20:2,5 24:13 35:20,21
 36:6 50:10 59:12 72:23

kitchen 22:7

knew 18:21 25:16 35:4 38:25
 39:19 41:19 77:10

know 18:6,22 19:12 25:24 26:20

30:2,10 33:20 34:24 35:24
 40:12 42:6,20 45:22 49:14,23
 50:2,6,9,20 51:4,5,8,18,21
 52:2,6,12,16,18,20,21,25 53:2
 53:5,7,8,11,12,16,17,20 54:2
 54:4,7,10,14,21,22 55:5,6,7
 55:21,22,24 56:14,18,20,23
 57:2,2,10,14,14,18 58:14 59:6
 61:9 62:17 69:9 72:3,13 73:20
 74:9,10,14,16 77:11,20,24
 78:6,8,13 79:3 80:14 84:2,18
 86:3

knowing 45:23

known 20:9 40:6

knows 26:21 40:11

Kristen 1:21 88:3,13

L

L 70:10

L-U-C-E 38:18,22

L.L.C 3:23 4:6

lack 23:21 65:22,23 66:11

lacking 15:11

ladies 68:5,10 70:22 79:2

lady 37:5 52:9,20 54:20 55:13
 65:19 70:15 78:24 79:10

lady's 52:8 53:20

land 15:13,16 19:5 22:5,12

23:23 24:5 29:15,16 45:17
 49:18 51:10,22,25 52:8,22
 53:20 54:12,15 55:4,6

large 7:22 22:20 23:23,25 74:15

largest 4:8 12:14

lasted 24:21

late 42:11

latitude 6:5,5

law 1:6 2:13,24 4:22 7:4 14:25
 15:4 16:8,11 35:23 41:5,16
 44:5 68:10 85:20 87:20
Lawler 1:21 88:3,13
lawyer 16:25 17:3 37:8
leaders 61:13
leading 47:13
leakage 15:23
learned 72:16,16 84:3,3
lease 8:11 54:15
leave 6:22 18:7 24:17 49:6,19
 59:12 61:17 62:12 77:15 80:20
leaving 23:12
left 7:7 25:6 70:15 76:17 82:9
legal 5:6 6:7 14:24 33:4 34:5
 64:21
legally 47:11
legislators 41:15
let's 39:2 40:19,20,20 50:24
 60:19,19
Let's 87:13
letter 7:3 16:22
letters 5:8 6:10 7:2
liberal 42:6
license 11:2,3,10
licensed 31:11 42:4
licensee 5:4
Lickstein 7:4
life 18:9 24:10,15 29:7 31:16
 33:5 34:12 44:22,25 46:6
 50:15 55:19 57:17 73:10,16
 86:15,22
life-time 47:4
lifetime 20:3 47:2,3,3 48:4
light 69:21
limited 6:4 7:3 12:10
line 16:3 52:10 68:11 86:15,22
liquid 58:6
list 60:9,12,18,20
listed 15:8
listen 57:2 68:6
listened 34:15 35:11
listening 35:17 55:20 58:21
 75:18,19 76:5
little 26:17 29:23,25 57:8,22
 58:13 59:4,11 65:9 67:17 71:6
 80:19,19 84:9,19
live 17:21 18:4 19:3,9 20:25
 21:13,18,21 29:5,24 32:14
 33:4,5,9,11 34:9 42:4 44:9

45:9,22 50:2,15 51:5 53:4
 64:7,18 65:19 71:25 72:8
 79:11,24
lived 18:25 27:17 29:6,9 33:3
 34:11 40:10 41:6 46:13 47:5,7
 48:13,14 57:17 59:13 64:15
 71:22
lives 21:2 29:9 40:21 41:7
 43:14 47:8 49:10 63:20 64:18
living 46:4 73:11 80:6
LLC 1:1,10 2:1 3:1 4:1 5:1 6:1
 7:1 8:1 9:1 10:1 11:1 12:1
 13:1 14:1 15:1 16:1 17:1 18:1
 19:1 20:1 21:1 22:1 23:1 24:1
 25:1 26:1 27:1 28:1 29:1 30:1
 31:1 32:1 33:1 34:1 35:1 36:1
 37:1 38:1 39:1 40:1 41:1 42:1
 43:1 44:1 45:1 46:1 47:1 48:1
 49:1 50:1 51:1 52:1 53:1 54:1
 55:1 56:1 57:1 58:1 59:1 60:1
 61:1 62:1 63:1 64:1 65:1 66:1
 67:1 68:1 69:1 70:1 71:1 72:1
 73:1 74:1 75:1 76:1 77:1 78:1
 79:1 80:1 81:1 82:1 83:1 84:1
 85:1 86:1 87:1 88:1
load 33:17
local 12:12 13:6 32:18 41:14
 43:5 46:6 55:18
locality 4:19
located 3:4,10,17 8:24 9:5,9,13
 9:16,22,24 10:6,9,22 12:3
location 1:13 11:21 12:3 32:7
locks 58:10
long 33:11 44:8 45:9 46:14,16
 47:5,8 52:7 66:22 71:24 82:12
long-term 15:17
long-time 81:16
longer 18:25 23:20 27:17 29:22
 29:24 46:24
longevity 44:9
look 16:7 25:25 36:18 39:3
 46:18 61:14,25 69:13,14,20
 80:9,9 83:21
Lorraine 19:21,22
lose 64:22
lot 6:5 35:2 38:22 53:24 55:6
 56:10 57:13 58:10
lots 30:5,6
loud 85:17 86:2
Louder 21:19

love 29:10
loved 29:25
loving 44:19
LUCE 38:16, 18, 21 39:8, 13 70:10
 70:15, 19, 21
Lucky 20:10
Lutheran 17:20 71:13
luxury 84:22
lying 32:23

M

M-A-C-D-O-W-E-L-L 59:3
M-A-N 77:20
M-A-T-T-H-E-W-S 76:23
M-A-U-R-E-E-N 76:23
M-C-D-O-N-A-L-D 78:22
ma'am 52:14 76:21
MacDowell 58:25 59:2, 3 60:4
magnitude 23:18
mail 5:6 82:11
mailed 7:11, 12
mailing 5:8
major 22:23
making 29:7
MALE 14:5, 7 17:4, 8 21:19 25:21
 37:7 39:11
Mall 80:23, 24, 24, 25
malls 76:14
Manlius 70:6
manufacturer 4:9
Manufacturing 1:1, 10 2:1 3:1, 23
 4:1, 5 5:1 6:1 7:1, 25 8:1 9:1
 10:1 11:1 12:1 13:1 14:1 15:1
 16:1 17:1 18:1 19:1 20:1 21:1
 22:1 23:1 24:1 25:1 26:1 27:1
 28:1 29:1 30:1 31:1 32:1 33:1
 34:1 35:1 36:1 37:1 38:1 39:1
 40:1 41:1 42:1 43:1 44:1 45:1
 46:1 47:1 48:1 49:1 50:1 51:1
 52:1 53:1 54:1 55:1 56:1 57:1
 58:1 59:1 60:1 61:1 62:1 63:1
 64:1 65:1 66:1 67:1 68:1 69:1
 70:1 71:1 72:1 73:1 74:1 75:1
 76:1 77:1 78:1 79:1 80:1 81:1
 82:1 83:1 84:1 85:1 86:1 87:1
 88:1
map 3:5, 11 8:25 9:6, 13 10:4, 7
 10:24 11:24 40:12 57:8
March 27:14, 15
margin 65:20

Marine 67:8, 17
Marines 68:3, 12
Mark 1:16 2:12 85:19
market 22:23 23:25 44:4
Marvin 63:18
material 8:6 24:4
materialize 43:5
materials 6:18, 20 7:5, 8, 10
 37:13 82:2, 11 88:8
matter 19:19 30:22 42:23 86:18
matters 24:7
Matthews 76:20, 22, 23
Maureen 76:22
McDONALD 78:21, 22
McMahon 19:17 32:21 45:12 53:9
 53:19 62:16 68:25 69:15 74:7
 75:18 80:8 81:6
McNamara 1:16 2:3, 13 13:16
 14:12 16:17, 21 17:5, 7, 10, 13
 17:17, 24 18:3, 17 19:21 20:21
 21:11 25:10 31:2, 5 34:8 37:10
 37:15, 20, 22 38:2, 7, 13, 17, 19
 39:7 41:20 44:12 46:9 47:18
 48:7, 21 50:17, 24 51:3 54:17
 55:8, 11, 15 58:23, 25 60:4, 10
 60:13, 16, 22 63:23 64:2, 5 66:2
 67:10, 14 68:15 70:9, 12, 17, 20
 71:7 73:5, 7 76:7, 21 77:13, 17
 78:17, 19 79:17, 22 81:23 82:24
 83:2, 4, 7, 10, 14 85:9, 18, 19
 86:6 87:5
Meadows 68:19
mean 29:25 52:16 58:13 68:22
 70:2
meaningful 15:17
means 32:25 68:7 86:25
meant 20:13 78:25
medal 67:19
meeting 22:10 73:13 75:4, 22, 23
 80:4, 10
meetings 34:14 63:2 73:24 74:2
Melinda 41:20, 23
member 13:23 14:16 41:25 46:18
 71:14
members 14:20 25:19, 19
memory 4:9 7:24
mention 72:23
mentioned 31:23 62:5 68:24
 81:17
mentions 62:16

mess 44:10
met 14:23 22:6
mic 2:7 6:16 8:2 14:4 17:25
 39:11 74:6
mic'd 86:3
Michael 68:18
Micron 1:1,9 2:1 3:1,22 4:1,5,6
 4:6,7,17 5:1 6:1 7:1,20 8:1,2
 8:4,5,7,12,14,21 9:1,18,19
 10:1,2,10,12,16,17,22 11:1,8
 11:15,20 12:1,4,6 13:1 14:1
 15:1,9 16:1 17:1 18:1 19:1,13
 19:14 20:1,18 21:1 22:1 23:1
 23:18 24:1,3 25:1,8 26:1,17
 27:1,9 28:1 29:1 30:1 31:1
 32:1 33:1 34:1,2,22 35:1 36:1
 37:1,3,6 38:1 39:1 40:1 41:1
 42:1,25 43:1 44:1 45:1 46:1
 47:1 48:1,15 49:1 50:1 51:1
 52:1 53:1 54:1,3,16 55:1 56:1
 57:1,12 58:1 59:1 60:1 61:1
 62:1,10 63:1,15 64:1 65:1,4
 66:1 67:1 68:1,2,25 69:1,8
 70:1 71:1,18 72:1 73:1 74:1,8
 75:1,5,24 76:1 77:1,21 78:1
 79:1 80:1 81:1,15 82:1 83:1
 84:1 85:1 86:1 87:1 88:1
Micron's 65:7
microphone 39:6
mics 2:4
middle 65:12
midst 75:15
Mike 20:21,22
miles 8:12 9:17 44:15,17
military 12:15 31:14 72:15
 86:23
Miller 53:22
million 13:6 26:24 28:18 58:5
 81:2
millionaire 55:5
millionaires 41:17
mind 20:19 79:19 80:12
minus 84:2
minute 70:19
minutes 6:4 19:14 57:3
missed 80:5
mistake 70:8
mitigate 28:12
mitigation 28:13
mob 53:13

moderator 2:15
Mohawk 59:15
mom's 40:13
money 20:13 30:3 43:8 45:25
 57:13 59:20 62:11
Montgomery 7:16 82:4,17
months 79:25
moral 65:23
more- 57:8
morning 38:21 41:22 48:9,10
 59:2 76:22
Morris 41:21,22,23
mosquito 49:3
mosquitoes 53:7,8
mother 19:2 40:16 47:6 49:9
 57:16 66:24
mother's 48:4
mouth 68:21
move 14:22 19:6 32:7,9 54:6
 59:16,19,21,22 64:9 77:8
 78:23,25
moved 54:2 59:18 77:4 79:10
moving 64:19 74:14
multi- 29:2
multi-billion 29:2
multiple 31:14
music 63:11
Muskrat 31:9

N

N-A-N-C-Y 66:5
N-E 18:20
naively 74:9
name 2:12 5:19 13:19,21,21
 14:14,14 21:17,21 25:12,24
 41:23,23 46:11 47:20 48:11
 49:20 60:7,20,25 61:4 64:4,6
 66:3,4 67:6,11 68:18 69:5
 71:8,8 72:11 73:8 77:17 79:22
 79:23 83:7,11 85:16,19 86:22
 88:11
name's 78:21
named 22:24
names 5:17 48:8 73:15,21
Nana 44:16,17
Nancy 66:4
nation 61:19
national 12:12 22:23 23:24
 42:24
natural 15:19

necessary 12:2
need 11:17 19:5,6,6,7,16 27:23
 27:24 28:4,25 29:4 41:3,4,12
 42:6 46:22 53:7 59:21 61:3
 64:23 71:19 77:23
needed 28:11 46:2 66:22
needs 13:8 18:16 27:9 42:22
 55:13 65:24 85:6
negotiated 3:2 8:18 11:5
negotiating 24:13
Negotiation 23:2
neighbor 18:20 19:9 46:18
neighbor's 45:16
neighbor- 19:8
neighborhood 68:19
neighbors 48:5 76:25
never 31:16 46:5 47:7 69:6
new 1:1,2,9,15 2:1,23 3:1,5,22
 4:1,5 5:1 6:1 7:1,17 8:1,25
 9:1,20,25 10:1 11:1,18,21
 12:1,5,11 13:1 14:1,24 15:1
 16:1,11 17:1,21 18:1,4,13
 19:1 20:1,14 21:1,14,18,22
 22:1,5 23:1 24:1,22 25:1 26:1
 27:1 28:1 29:1 30:1 31:1,11
 32:1,7 33:1 34:1,10 35:1 36:1
 37:1 38:1 39:1 40:1 41:1,4,7
 41:13,15,24 42:1,13,18 43:1
 44:1,5 45:1 46:1 47:1 48:1
 49:1 50:1 51:1 52:1 53:1 54:1
 55:1 56:1 57:1 58:1,6 59:1
 60:1 61:1,18 62:1,13 63:1,20
 64:1 65:1 66:1 67:1 68:1,14
 69:1 70:1 71:1,12,25 72:1
 73:1 74:1 75:1 76:1 77:1 78:1
 79:1 80:1,16 81:1 82:1,5,18
 83:1 84:1 85:1 86:1 87:1 88:1
 88:2
newcomers 72:8
Newman 7:4
news 43:6
Niagara 59:15
nice 63:4 81:3 85:17 86:2
nine 8:25 9:2,3 12:21 63:2
ninety- 78:23
ninety-one 20:8 57:16
ninety-one- 37:4
ninety-one-year-old 33:2 40:5
 63:14 64:24 65:19 66:13 68:5
 68:10

ninety-one-years-old 83:18
ninety-year- 59:22
Noah's 32:6
nobody's 81:17
nonprofits 71:11
normal 70:4 82:3 84:13
normally 16:18
north 22:12 30:2 39:9,14 70:25
 74:3 75:24 76:3
Northern 76:17 80:23
note 25:6 59:11
notice 4:21 5:2 64:14
noticed 25:18
November 1:12 4:23 7:3,13 22:13
 82:10,13
nowadays 40:23
nuke 77:23
number 6:10 8:25 9:6,10 10:4,24
 27:7 88:7
numbers 3:5,16,16 11:24 40:12
 57:8

O

O-H-N 55:17
O-S-B-O-R-N-E 73:9
oak 9:23,24,25 10:3,9,12 11:13
 11:14,19,22 12:4,4 15:21
oath 68:6
object 47:21
objections 5:24
obvious 33:22 35:17
obviously 71:19
occupancy 23:4,14 24:10
occur 30:25
occurred 23:10
OCIDA 1:16,17 2:16,17,18,22
 13:24 14:16,22 16:6,10,15
 18:12 20:23 21:2,4 25:19
 31:22 32:21 33:3,6,12,22 35:5
 35:8 47:11,15 64:13,19 65:18
 85:25
OCIDA's 15:11 64:9 65:22
OCIDA's 1:8
offense 33:9,10 68:13
offer 24:23 44:5 61:22
offered 11:10 72:24
offering 65:15
office 17:3 39:17 43:23 76:11
 77:10
offices 82:4

official 14:19
officials 43:3, 17, 23 71:16, 20
 80:3
oh 19:5 20:17, 17 21:20 26:25, 25
 28:11 34:23 50:12 60:21, 24
okay 17:7 18:2 26:14, 16, 25 27:3
 27:5, 24 28:8, 16, 25 29:7 30:9
 31:6 36:7 42:2 45:19 48:22, 24
 50:4, 24 64:8 67:16 70:16, 21
 73:8 81:2 83:14 87:5
old 20:8, 20 28:13 39:23 46:15
 49:10 52:21 57:17 59:23 70:22
 78:25 79:10
older 52:20
on-site 12:20, 21
one-year-old 78:24
ones 26:18 30:8 57:11
Onondaga 1:3 2:14, 17, 17, 21 3:5
 7:15 8:24 14:21 18:12 19:10
 20:13 21:7 22:2 32:18 56:13
 77:4 80:16 82:16 85:21 86:8
open 7:8 82:10
openly 32:25
operate 7:22
operated 12:7
operates 11:12
operation 10:17 11:15
operations 12:22
opinion 68:20 69:2
opportunities 13:9 62:7
opportunity 5:15 62:12 72:5, 6
oppose 65:25
opposition 18:23 64:9
ops 61:24
Orchard 9:23, 24, 25 10:3, 10, 12
 11:14, 19, 22 12:4 15:21
order 6:3 11:7 82:25 85:12
organization 5:12 25:14
organized 84:14, 16
organizing 84:12
original 26:18
Osborne 73:9
OSBOURNE 73:6, 8
Oswego 32:10 34:11 51:6, 25 54:9
 54:10, 21, 24 56:13 59:3 77:22
 78:16
ought 30:18 53:19, 19 81:14
outlive 33:8
outrageous 65:2
outside 85:21, 25 86:8

overall 65:16
overlooks 15:14
overpaid 37:8
overpriced 81:12
owned 3:12 4:6 9:23 11:7
owner 11:10 23:6
owners 5:4, 20
ownership 22:16
owns 10:23 11:12 31:22

P

P-A-R-K-H-U-R-S-T 72:12
P-I-P-E-R 18:20
P.T.S.D 67:17
Page 88:5
pages 27:4 88:7
painful 24:16
panel 74:5
paper 46:12 84:11 86:14
Paperboard 78:12
parcel 3:10 9:5, 10, 14 10:4, 7, 24
 11:6 23:5, 6, 7, 11, 12, 16 48:5, 6
 56:5
parcels 3:4, 11, 15 10:6, 11 11:23
 12:3, 8 22:14
Pardon 85:4
parents 39:15 66:18
park 3:22 4:4, 5 7:25 8:22, 23
 10:6, 22, 23 11:8, 22 22:25
 36:21, 21 58:14 65:7
Parkhurst 72:11, 12
part 4:24 5:9 6:13, 17, 23 7:5, 10
 19:18 20:5 22:6 35:2 37:13
 73:18 82:13 84:2
participate 22:21
participation 4:11
particular 69:3
particularly 2:5
parties 31:17
passed 20:10 37:11 54:17 57:16
pastor 71:13
pay 26:11 30:3 51:22, 24 54:12
 63:3 78:3, 3, 5 81:5
paying 41:9 51:9 54:7 75:25
payment 25:3
Penn 76:16 80:23
people 2:5, 6, 9 5:17 6:5 7:9
 13:10 21:6 25:25 26:2, 3 27:20
 29:9 30:13, 20 34:6 35:12, 18
 35:25 36:16, 16, 23, 24 40:20, 21

40:22,23 41:3,6,18 42:15 43:5 46:3,4,22 48:16 51:5 52:2,4,8 52:24 53:12,13 54:9,22 55:20 56:25 58:20 59:20,21 61:9,13 62:21 63:3,10,13 69:11,12,23 71:24,25 72:7 73:17,19 74:5 74:18 76:4 80:17 81:4 83:17 83:25 84:3 86:14,24,24 87:4 perfect 47:24 60:21 performance 32:17,20 period 21:25 permanent 3:3 12:21 66:5 permit 16:8 permits 32:5 person 24:16 35:14 42:12 48:22 50:19,21 60:6 66:25 72:14 76:14 84:7 personally 33:15 38:23 43:18 personnel 2:18,19 Petrovich 7:15 14:20 17:4,5 64:14 82:16 phonetic 49:12 71:2 photo 61:24 physical 24:5 physically 66:14 pick 60:2 picked 2:6 pictures 80:18 Pine 3:22 4:4 65:7 pipe 15:24 78:11 pipeline 15:8,10 78:9,10 pipelines 78:3 Piper 18:18,19,19 pipes 78:13 piss 52:3,4 pissed 67:20,21 pittance 41:10 place 23:13 32:5 33:13 36:2 41:18 59:24 78:7 88:4 places 62:10 planned 18:8 planning 45:12 plans 7:20 8:5 27:10 plant 9:20 11:13,18 15:22 40:7 40:13 50:6 70:3 plants 77:23 playing 40:18 please 2:8 6:22 13:25 14:17 17:24 21:19 39:12 42:6 46:7 63:24 67:10 83:20,21 85:17	86:2 plenty 59:8 plow 32:8 plus 54:6 point 3:6,6,8,11,12 8:25 9:2,6 9:7,11,11,14,15 10:5,5,8,9,25 11:25 12:2 26:24 45:13 55:20 56:22 57:13 58:21 81:2 82:9 Police 87:10 polite 80:15 political 63:8 politicians 61:13,20 ponds 15:20 pool 49:2,24 Poor 45:11 portion 8:23 9:4 23:10 posed 15:22 position 62:19 85:17 positive 74:11 75:7 possible 23:20 24:19,23 44:4 45:24 Post 39:17 76:11 77:10 Post - 4:22 posted 69:5 postpone 20:15 postponed 56:21 potential 1:6 2:25 3:19 4:12 15:5,16 potentially 57:11 58:15 poverty 61:18 power 31:19 32:3 33:25 52:10 78:4 pre-existing 23:13 precedence 46:25 precedent 45:24 precedents 45:21 predecessors 43:19 predict 44:8 prefer 50:22 preference 24:18 prepared 83:9 85:14 88:7 present 71:23 presentation 4:3 preservation 23:19,19 preserve 6:15 preserving 23:13 president 34:13 67:19 pressure 71:17 pretend 63:15 pretty 35:6 59:17
---	--

previous 43:6, 12
previously 18:5
prior 6:25 22:10 25:3 45:21
private 43:8
pro 5:22
probably 27:16 28:22 31:6, 21
 36:4 39:4 64:22 80:11
problem 31:7 35:9 37:3 69:4, 6
 70:5, 6
problems 70:4 78:10
Procedure 1:6 2:23 14:25
proceed 16:9
proceeding 43:11 44:6
proceedings 57:21
process 16:11
producer 12:14
profoundly 65:22
program 22:22
progress 45:5, 7, 7
project 1:10 3:13, 20, 23, 24, 25
 4:15, 17, 18, 20 5:5, 22 7:19
 8:15, 17, 19 10:14, 18 11:8, 9, 23
 12:10 15:9 20:15 21:6, 9 23:10
 23:18 24:2, 17 25:8 26:21 27:8
 45:4 56:21 57:25 65:16 69:19
 70:3 74:14 75:6, 13
promise 66:10 68:6 71:21
promises 43:4
proof 4:24 57:3
propel 62:19
proper 56:24, 25 58:19 66:21
properly 4:21
properties 13:24 14:16 16:16
 22:9, 11 23:3 24:9 55:17 56:12
 57:7, 10, 23 58:15
property 3:4, 14, 15, 18, 20 4:15
 4:19 5:5, 21, 22, 23 6:8 8:17
 9:4 11:23 15:3, 8, 20 16:4, 12
 20:2, 4, 24 25:5 26:4, 9 27:20
 27:20 31:22 35:13, 22, 25 36:9
 40:13 42:19 43:13 50:3 51:6
 55:21 56:2, 9 57:6, 15, 18, 20
 64:10, 16, 23 65:9, 12, 13, 20
 79:12
proposed 1:9 3:22 4:14, 17 10:10
 10:21 11:8, 15 12:3 15:8, 23
 57:24
prosperity 13:9
protection 16:4
protects 16:12 43:16

proud 81:14
prove 42:17
provide 82:10
provided 88:9
psychologically 66:14
psychopathic 61:3
public 1:7, 11 2:11, 16 4:11, 13
 4:15, 16 5:3, 25 6:13, 17, 23
 12:9 16:3 41:17 42:18 47:10
 67:25 68:2 71:23 78:22 79:20
 79:20 82:3
publication 4:24
publicity 37:6
published 4:22
pulled 63:14
pump 69:21, 25
purchase 3:2 8:18 11:5
purchased 22:11 56:14 57:12
purchases 22:13
purpose 1:7 3:19 4:16 12:10
 22:19
purposes 4:3 57:24
pursuant 1:5 2:22 4:13 5:7
pursuit 65:23
push 38:11 56:18
pushed 33:20, 21 65:4
pushing 31:18
put 20:14 33:12 34:16, 21 39:5
 51:20 52:10, 11 59:24 60:20
 69:20, 21, 24, 25 78:8, 15 82:8
 86:14
puts 86:21
putting 86:22

Q

Quality 14:25
question 16:18, 19 72:19, 25 74:8
 74:16
questions 47:9 74:6 85:12, 13
Quick 70:20
quiet 2:8
quite 74:23 82:22
quote 15:12, 13 16:6

R

R-D 67:13
R-I-I-N-A 71:9
R-O-W-N 44:15
R-U-S-S-O 13:22
radicalized 63:13

rage 63:7	reference 37:12 48:2
rail 8:5,8 9:8 10:13 26:25 51:19,20	referenced 16:19
railroad 69:24	referred 3:17 8:2 10:14
raise 5:25 39:24 83:21	regarding 1:6 23:23
raised 39:15,23 40:2 71:22 73:17	region 13:3
raising 85:4	regional 12:25 13:7
ran 18:21	reiterate 67:17
Random 7:23	related 56:4
rapid 72:2	relationship 25:7
rate 32:19	relatively 21:5
re- 11:7	relocate 24:14 31:24
re-development 3:21	remain 66:9
re-elect 80:7	remained 24:14
re-negotiate 44:2	remaining 10:12
read 38:14 42:21 50:18 57:3 60:7	remember 20:19 53:25 59:18 70:24 71:2
real 3:4,15 5:21 13:4 31:15 37:18,21 41:16 47:8,9 67:20	reminds 70:21
reality 15:14	remove 64:24 66:12,13
realize 44:21 59:20 78:6	removed 67:3
realized 25:4	renege 20:7 21:2 76:12
really 18:12,15 40:8 41:3 43:4 46:14,16,22 53:10 54:14 56:20 57:14 58:17 59:17 61:11,12 68:17,19,22 70:5 75:2,17 78:7 81:15 84:20	repeat 59:6 70:10,13
Realtor 31:11	replace 51:13
reasons 16:14	reported 1:21 88:4
rebuild 81:8	Reporter 2:7 13:15,17 16:24 61:5 88:13
recalibrations 24:5,7	Reporters 88:8
receipt 5:6	represent 30:14 43:19 44:18 68:18 72:13,14
receipts 5:8	representation 56:24 58:20
receive 7:8	representative 6:6
received 6:12,19 7:2,12,12 69:7 82:13	representatives 6:7 30:9,11 41:14 74:7 75:5
recipient 76:24	represented 46:6
reclaimed 9:21 10:2 11:21 12:6 15:7	representing 17:19 25:13
record 4:25 5:4,9 6:13,24 7:6 13:18 14:19 34:21 35:2 37:23 37:25 38:8 61:9 81:25 82:7,14 83:11 88:7	repudiate 41:5
recreational 8:10	reputation 18:14
redirected 20:13	request 16:15
reduce 8:6	requested 5:7
reduces 15:15	requests 8:16
refer 2:22 3:14,24 4:4 8:8 40:12	require 11:15,20 24:8
	required 4:22 28:8
	requirement 4:12
	requirements 14:24
	requires 15:4 16:11 24:4
	reserved 23:12
	residence 22:15 23:5,12 24:22 24:25
	resident 31:8 49:11 73:10 81:17
	residents 4:19 24:10,17 71:18 71:24 73:15 74:13 75:14,21

resist 87:16
resisting 87:12, 12
resources 24:12
respect 7:18 43:15 76:18 84:6
 85:11, 12
respectful 2:9
respectfully 14:22 16:14 83:21
respective 5:5
responded 69:14
response 69:3, 7, 16 74:19, 25
responsibility 43:23, 24
rest 26:20 33:10 34:3 44:24
 64:18
restricts 15:16
retired 31:13 67:8 71:13 75:23
return 5:6
revenue 51:23
revenues 13:5
review 4:16 5:23 14:25 15:5, 18
rhetorical 72:25
rid 35:18
ridiculous 41:5 78:25
right 6:16 9:3 17:10, 11 18:10
 19:11, 12 23:3, 14 25:22 29:16
 36:16, 17, 20 41:8 42:19 45:23
 46:19 50:2, 21 51:7, 25 53:18
 54:6, 19 55:21 56:19 58:3, 12
 59:7 60:14 64:2, 3 65:10, 14
 67:20 70:25 75:15 80:15 81:20
 81:24
rights 3:3 16:13 24:8 42:14
 43:16
Riina 71:8, 9
ringing 86:5
rip 45:11
ripped 45:25
ripping 30:19, 20 45:7
rising 63:8, 8
risk 15:22
river 32:9 58:7
rivers 35:10, 11 36:17, 18, 19
 58:12
road 9:3, 10, 13, 24 18:5 22:8, 18
 24:9, 10 31:9 34:10, 11 53:4, 6
 58:4 59:9, 18 69:18, 20 70:2
 73:11, 12 74:13, 22 76:24 79:11
 79:24
roads 31:25 72:4
Robert 7:14 82:16
rodeo 27:3

role 4:12
Romulus 41:24 42:4
room 5:14 58:18 66:17 67:2
 83:19 86:16
Route 1:14 22:18 34:11 70:23
 79:25
routine 28:13
rows 77:2
rule 36:5, 15
ruled 35:22 36:22
rules 33:24
run 42:12, 16 62:11, 19 69:18
 70:2 78:8 80:8
running 78:14
rush 42:22 65:5
Russo 6:7 13:14, 21, 22 14:9, 12
 14:13, 14 16:17, 20, 23 17:2, 6
 17:12
Ryan 19:17 32:21 45:12 62:16

S

S-A-B-O-U-R-I-N 46:13
S-K-Y-E 66:5
S-O-N 76:10
S-T-E-A-R-N-S 48:12
S-T-I-N- 76:9
S.P.L 3:15
S.S.L 13:23
S.S.O 6:8 13:14 14:15 16:16
S.S.O.'s 15:20
Sabourin 46:10, 10, 11, 12
Sabourin's 73:20
sacrifice 26:5 29:7, 8, 11
safe 87:16
safety 16:4 28:7, 21, 24
sale 23:6
sales 26:9
sat 71:5 75:4
satisfied 64:21
saw 58:2 86:17
Saye 49:12
saying 35:22 56:23 87:8, 8
says 20:7, 18 26:11 50:19
scale 7:23 21:5 24:4
scenario 46:21
schedule 65:4
school 18:22 76:3 84:4
scope 23:18
seats 46:20, 20 63:5
second 32:19 34:20 40:7 66:16

70:12 79:13 84:13
SECQRA 15:2
secret 14:7,8 27:3
security 42:24
see 21:9 40:23 46:19,19,20
 53:18 57:10,25 58:7 59:4 61:8
 62:14 63:8 65:18 72:18 83:3,5
 83:6,22,23
seeing 57:7 61:17 63:14
seen 17:11
sees 37:3
segmented 15:11
segue 63:7
selection 23:25
sell 20:2 35:6 57:20 75:11
selling 75:6,7
semi-New 22:21
semiconductor 1:1,10 2:1 3:1,23
 4:1,5,8 5:1 6:1 7:1,25 8:1
 9:1 10:1 11:1 12:1 13:1 14:1
 15:1 16:1 17:1 18:1 19:1 20:1
 21:1 22:1 23:1 24:1 25:1 26:1
 27:1 28:1 29:1 30:1 31:1 32:1
 33:1 34:1 35:1 36:1 37:1 38:1
 39:1 40:1 41:1 42:1 43:1 44:1
 45:1 46:1 47:1 48:1 49:1 50:1
 51:1 52:1 53:1 54:1 55:1 56:1
 57:1 58:1 59:1 60:1 61:1 62:1
 63:1 64:1 65:1 66:1 67:1 68:1
 69:1 70:1 71:1 72:1 73:1 74:1
 75:1 76:1 77:1 78:1 79:1 80:1
 81:1 82:1 83:1 84:1 85:1 86:1
 87:1 88:1
send 37:23 38:2,3 82:15
sense 56:20 78:15,20
sensitive 2:4 15:22
sent 7:14 16:24 17:2,8
Sergeant 67:7
serve 8:10
served 4:17 5:3 9:19 86:18
service 12:6
serving 65:23
set 44:22 45:13 46:25
setting 45:23
settle 36:8
settled 24:15 56:7
seven 22:15 46:20
seven-year-old 39:22
seventeen 53:23
seventy-seven 8:20,21 10:21

65:6
seventy-six 9:23
sewer 32:4
shape 71:12
sheet 5:13,14,15
shell 48:19 49:2
Sherry 48:8,11,22
shine 79:16
shit 61:3 63:16
shoddy 32:18
shoppers 81:2
Shoppington 76:16
short 62:3,8 87:3
shorthand 7:24
shortly 4:2
shot 67:18
shovels 33:18
show 61:14 62:22,24
shows 66:11 72:7
sick 34:17
side 19:10 30:17 31:18 44:10
 59:11
sides 59:10
sign 5:13,14,15,16,18 18:24
 19:4,17,19 33:4 43:22 62:17
 86:14
signature 84:9
signed 6:3 20:23 43:18 47:2
 50:20 64:17 76:19 79:7
significant 23:10 72:3
simple 37:18,21 62:24 72:25
simply 16:10
singer 52:19,23
single 34:25 41:2,25
sir 18:17 37:9 76:8 77:14,18
 78:17 79:22 82:21 83:2,4,5,6
 83:10 85:9,23 86:9
sit 63:5 80:14
site 8:8,11,13,13 9:8,12,15,23
 9:25 10:3,10,12,13,13,14,15
 11:14,19,22 12:5 22:21,22,24
 23:24,25 24:6,9 30:24
sits 49:17,23
sitting 25:20 30:8 48:19,25
 61:15 65:12 73:19,24 75:18
 84:21
situation 45:13
six 3:11 9:10 10:5,24 26:23,24
sixteen 3:6 7:22 10:8 11:25
 51:9 54:12

sixties 77:7	spring-fed 15:19
sixty 40:6 64:16	Spur 8:5,8 9:8 10:13
sixty-eight 80:6	spurring 12:22
sixty-three 40:10,17	square 26:25
size 40:11 70:3	stabbed 67:18
skills 24:13	staff 2:19 22:3
skinning 84:21	stand 39:21 40:2 50:14 55:13 66:8 76:18 83:20
Skye 66:4,4	Standard 4:23
small 21:5,5 68:13	start 2:10 14:14 27:11 29:18 30:19 31:24 54:7 60:19 73:23 85:13
smoke 81:7	started 52:23 67:22
smooth 71:17	starting 78:5
snowball 58:2	state 1:2 7:23 12:12,25 13:11 13:18 14:25 15:12 18:14 20:15 26:10 30:9 31:11,15 41:4,8,13 41:16 61:18,19 80:16 86:9 88:2
social 42:5	State's 22:21
soil 29:16	stated 10:19 11:17 35:16 43:6 88:5
sold 26:16 55:6 62:2	statement 1:11 15:14 31:20
solution 71:16	States 42:9
Solvay 78:12	station 69:25
some-odd-years-old 71:3	status 25:4
somebody 35:13 49:23 55:13 60:5 84:22 86:21,21	stay 18:8,8 66:21 80:11 81:13
somebody's 49:24 55:3	stayed 73:17
someday 34:3	Stearns 48:8,9,10,11,17,18,20 48:22,23,25 49:20,20 50:16
someone's 45:11	Stenographer 6:14
son 49:6,7 77:11	stepfather 45:3
song 52:19,24 80:16	Sterns 48:12,12 50:20
soon 62:5,17 80:19 85:2	stewardship 16:5
sorry 14:9 33:10 60:10 82:20	stick 79:16
soul 62:2	Stinson 76:9,9
sound 73:4	stood 65:14 66:18
south 22:12	stop 19:7 87:11,12
space 8:12	stopped 72:10 84:18
speak 5:11,18 6:9 13:13,18 17:24 25:14 32:15 33:15 42:10 60:17,20 61:2 63:24 64:9 68:16 76:8 79:18 81:24	stories 43:6 75:19
speaker 6:3 21:15 30:12,15 50:17 65:10 87:13,18	story 83:24 86:18,20
speakers 6:2 14:3	straight 34:15
speaking 2:5,6,9 6:16,21,21 19:23 46:17 78:23 79:20	strategy 23:19
spell 13:19 14:13 38:21 46:12 61:3 67:10	street 7:16 39:9,14,18 48:15 49:5,10 50:6 82:5,18
spelled 17:18 46:12 66:5	street-neighbor 19:9
spelling 49:13 71:2	stress 43:11 72:5
spending 28:18	stripes 68:7
spent 19:13 72:15 86:14	stuff 81:9
spills 15:23	stupid 51:20
spirit 63:20	
spoke 32:5,12 35:14 42:12 74:21	
sponsorship 4:10	

subject 11:2,2
submission 13:25 14:18,19
submissions 7:9,11
submit 6:20 37:16 82:12
submitted 37:17 82:2
subscribed 88:11
subsequent 25:4
subsequently 5:20
subsidiary 4:7
subsidiaries 26:10 61:23 62:11 65:15
substantial 13:2
substation 49:4
success 44:22
sudden 53:12
sue 25:11,12 49:25
sued 31:4
sufficient 24:24
suggested 37:2,2
suggestion 77:21
suitable 24:21
sun 79:16
sung 80:21
supervisor 31:10
supply 12:23
support 8:7 17:20 33:24 39:21 42:8 44:16 63:21 65:17,21 77:12
supported 39:22 65:16
supporting 47:11 83:17
supports 83:19
supposed 26:14
Supreme 35:15,21 36:4,5,15,22 47:25
sure 16:22 28:2,2 44:24 45:18 67:12
surely 65:7
swamp 51:12,13 53:3,5 54:16 56:14
swamp's 51:16
swimming 49:2
switch 68:10
swore 68:6,8
sworn 42:8
Syracuse 4:22 7:17 30:2 64:7 74:3 75:24 76:3 82:5,18
syracuse.com 69:5
system 58:7

T

T-A-D-D- 17:18
table 85:7,8
Taddeo 17:14,14,15,16,16,18 18:2,4
tags 25:24
take 2:7 6:14 30:6 35:22 41:6 45:15 47:25 49:8,19 50:4 51:17 52:21 53:20 59:7 74:17 79:12,15 81:16 82:6 87:15,15
taken 15:3 16:6 29:19 44:24 55:4 56:3,5 57:20 58:15 80:18
takings 13:24 14:17
talk 3:24 14:3 29:11 40:19,20 40:20 67:19 86:24
talked 45:10 63:7
talking 3:25 58:3 70:22
tank 53:16,17,17
tax 3:5,11 8:25 9:6,10,13 10:4 10:7,24 11:24 13:5 25:4 26:9 26:24 27:22 29:4 43:8 51:23 51:24 53:2 57:7 61:23,23 65:15,15 75:23 76:15 77:6 86:13
taxes 41:9 51:22 54:7 55:4 75:25
taxpayers 26:11 43:7
Tayo 50:22 82:22,25 83:3,5,8,12 83:13,14,15 85:4,10,23 86:2 86:11 87:3,6,14
teacher 75:23
team 25:8 71:9
tear 38:10 51:13
tearing 30:20
technology 4:7 12:16
television 52:6
tell 35:3 46:15 53:19 69:23 86:19
telling 37:20 45:18 79:5,5 87:11
tells 46:21 73:16
ten 13:3 34:15
ten-year- 39:22
tension 63:9
term 62:4,8 71:24
terms 23:2
terrific 81:9
terrifying 45:10,22
testimony 64:25 65:15
thank 13:19 16:16 17:7,11,12,17 18:3,16,17 19:20 21:9,23 25:9

25:10 31:2 34:7 38:17,20 41:9 41:19,20 44:12,16 46:9 47:18 48:6,7 50:16 55:8 58:23 60:3 60:4,24 61:7 63:22 65:25 66:2 66:18 67:5 70:9 71:7 72:10 73:21 76:6,7,19 77:13 78:17 82:19 83:17 85:23 86:15,15 thankful 81:12 Thanks 60:21 That's 82:24 there's 39:25 they'd 33:7 thing 20:19 28:5,12,23 30:7 34:2,25 35:19 36:8 37:12 44:25 52:6 59:19 60:2 62:18 68:3,23 77:5,16 79:12 80:13 things 30:19 31:24 59:4,8 62:25 63:12 66:17 75:7 76:2 77:3,25 80:19 81:12 84:12 think 17:3,13,16 18:12,13,15,21 19:12 24:20 28:18,22 30:7,16 34:4 42:22 44:23 46:7 52:7 59:19 66:25 80:7 81:19 84:17 thinking 73:24 third 21:20 40:7 thirteen 9:15 65:6 thirty 28:18 81:18 thirty- 9:12 thirty-eight 9:9 thirty-nine 10:20 thirty-one 10:7 thirty-three 31:12 thirty-year 42:7 Thomas 77:19 thought 45:5 70:6,6 82:22 84:11 thoughts 59:25 thousand 8:19,21 10:20,21 12:19 12:20,21,23 27:4 51:10 54:12 threats 76:24 three 3:6,7,16 6:4 8:19,21 9:11 10:8,11,20,21 11:24,25 13:2 20:17 23:5,7,15 26:24 35:9,11 35:11,13,17 36:17,18,19 41:13 43:2 46:19 48:5 51:7 53:24 66:7 85:11,13,17 three-year 20:14 throw 33:18 79:9 throwing 33:16 35:12 thrown 38:23 Thursday 63:2	tight 80:20 time 5:19 16:16 21:20,25 24:15 30:5,6 31:3 37:11 39:24 46:14 46:16 48:22 54:18 58:22 62:14 67:15 69:8,17 74:9,13,19 85:6 88:4 time's 86:10 timely 5:3 times 31:21 Timothy 83:16 Tina 46:9,11 tired 34:17 title 85:16 today 20:20 40:3 41:2 46:7,17 60:25 68:20 71:19 83:9 today's 5:3 toilet 84:11 told 19:3 35:7,14 52:2 65:16 Tom 50:25 tomorrow 40:3 45:17 ton 36:19 top 53:6 toss 40:22 tossing 40:5 total 43:22 totaling 22:14 tourism 81:9 touts 62:18 town 1:13,13 3:4,10,17 8:24 9:5 9:24 19:10,11 22:6 29:6 31:10 31:10 32:15 34:12,14,16,23 35:22,24 45:22 46:13 48:13 49:11,16 55:19 57:17 59:5 68:13 69:18 70:2 71:22 72:9 73:10 75:15 80:6 81:17 track 69:24 traffic 69:21 70:8 transaction 24:11 transcript 82:8 transcription 88:6 transparency 23:22 transportation 69:6 treating 65:18 treatment 9:20 11:13,18 15:21 40:7,13 trees 27:7,13,18 29:15 30:20 32:13,14 38:11 tremendous 66:11 tribe 70:25 tried 20:19
---	--

triple 53:6
trips 8:7
trouble 39:19
truck 8:7
true 32:12 49:21 88:7
trust 21:7 35:20 36:9 71:19
 72:16, 16, 19
trusted 34:6
trusting 33:3
truth 35:15, 16
try 50:3 78:23
trying 39:5 46:4 75:10 79:12
turn 14:5, 5 20:8 26:5
turnout 61:8
TV 69:15
twelve-year-old 39:23
twenty 8:12 9:17 19:24 20:23
 24:21 26:19 27:4 51:17 54:2, 5
 56:3, 8 72:21
twenty-eight 8:22, 23
twenty-five 43:12 64:17
twenty-two 26:10
two 3:3, 9, 11 9:2, 7, 11, 11, 14
 10:5, 25 12:18 15:19 19:20
 20:14, 17 22:9, 14, 17 23:8 26:8
 26:13, 13, 15 28:8 35:8 41:3
 43:2 48:8, 14 49:22 51:11, 16
 52:7 65:4 77:22
typewritten 88:6
typical 55:25

U

U-C-E 70:11
U.S 4:9
Uh-oh 28:11
unacceptable 32:19, 23
unaware 68:2
unknown 18:24
unbelievable 50:10
uncalled 64:11
unconstitutional 47:22
understand 18:9 31:22 46:23
 51:11 65:11 74:10
understanding 20:25 51:12, 15
undisturbed 24:18
unelected 26:2
unfortunate 72:21
UNIDENTIFIED 14:3, 5, 7 17:4, 8, 22
 21:15, 19, 23 25:21 30:12, 15
 37:7 39:11 54:24 65:10 85:2

87:2, 13, 18
unified 3:21
unintelligible-loud 34:13
unique 84:20
United 42:9
unkind 24:16
unnecessary 32:10 64:11 65:3
upheld 81:20
urge 71:15
use 1:7 4:16 12:9 15:13 20:3
 23:13 24:5 34:5 39:11 42:18
 44:4 45:19 48:4 68:2
usually 79:20
utilities 9:22
utility 11:16 57:24

V

vacant 22:20
value 11:11 49:5 50:7 72:24, 25
 73:2
variance 28:7, 11, 15, 21, 24
variances 28:24
variety 2:16, 18 27:23, 24, 25
vendor 12:23
verbal 13:25 14:17
Verplank 59:14 73:11 79:24
version 7:24
veteran 42:7 76:10
veterans 86:16
video 63:11
Village 46:14
violation 64:20
violence 63:8
visually 66:6
voice 85:5
voiced 69:2
voicing 68:20
voted 26:8 43:3

W

W-E-S-T-E-R-N 21:13, 18, 21
W-H-I-T-M-E-R 61:7
wait 20:14 29:21
wake-up 84:10
walk 41:8 52:15 74:6
Walmart 70:24 71:4
want 14:13 18:7 20:7 34:21 35:6
 37:17, 23, 24 38:3, 8 39:4 40:14
 40:18, 18 42:20 44:2, 15 46:15
 50:5, 13 52:3, 4, 15 57:19, 19, 25

58:14 59:6 61:11 63:2,10,11 63:11,17 67:16 68:23 69:10 70:7 72:7 76:18 77:5,16,21,24 77:24 78:2 79:9 80:2 81:5 wanted 18:7 35:10,18,25 37:13 53:14 60:5,18 68:21 73:23 82:21 wanting 70:14 wants 21:2 53:16,17,17 60:17 81:6 warehouse 8:12,13 9:15 10:13 28:6 warm 80:19 warning 36:13 wasn't 19:18 waste 69:17 wastewater 9:20,21,25 11:13,18 12:5 15:7,21,24 16:3 wasting 69:8 watch 52:6 watching 72:18 water 9:21 10:2 11:21 12:6 15:7 32:2 49:3 58:6,9 77:23 78:9,9 78:10,14 way 9:3 32:11 37:5 39:25 41:25 45:4,6 50:8 54:25 56:16 63:22 65:8 71:5,25 72:6 81:21 Wayne 78:21 we'll 2:11 5:19 28:14 81:6,22 we're 28:22 33:8 36:3,4,8,9,11 36:13,14 39:3 41:9 45:6 46:4 52:9,10 53:15,16 56:16 58:3 62:23 63:21 69:7 74:25 78:4 81:8 83:24,25 86:7 we've 20:18 30:5 55:17,21 57:15 weak 61:13 62:21 wear 78:11 week 40:3 weeks 52:7 65:14 75:22 Wegmans 49:17 welfare 13:10 61:23 went 18:22 49:14,14 52:19 74:2 77:11 84:18 west 9:9 Western 21:11,12,13,17,17,20,21 21:25 Western's 48:2 wetlands 15:20 32:6,9 WHEREOF 88:10 white 3:22 4:4 58:2 65:6	Whitmer 60:8,11,14,21,24,25 61:6,7 who've 29:9 who've 27:15 wholly 4:6 whore 61:20 widow 64:24 wife 44:24 willed 62:21 window 79:9 wish 5:20 6:9 7:9 55:5,12 66:20 66:20 82:12 wishes 5:11 13:13 WITNESS 88:10 woman 20:20 29:23 33:2 40:5,10 47:4 50:15 63:14 66:13 83:18 83:19 won 71:4 wonder 63:9 wondered 77:20 wonderful 19:15 66:17 72:9,14 wondering 27:6,25 woods 56:11,17 58:2,3 word 32:25 42:15 66:10 68:7 words 74:21 work 22:6 27:11 45:21 50:13 61:25 63:3 65:7,9,13 66:6 76:10 78:2 worked 31:14 43:14 53:22 66:7 71:22 78:12 79:6 worker 42:5 workforce 12:18 world 4:8 worse 26:6 worst 18:14 47:14 worth 35:9 wouldn't 50:14 72:9 77:21 wow 70:8 wrap 37:11 54:18,20 writing 69:16 written 6:18,20 7:8,10 14:18 31:20,21 34:22,23,25 69:3 82:2 wrong 52:17 54:20 wrote 52:19 60:6 69:2 86:21 X Y yeah 17:11,12 25:21 29:5,5
---	--

35:13 54:19 55:10 60:16 78:18
79:19, 19
year 81:2
year-old 37:5
years 7:22 19:24 20:8, 10, 18, 23
24:21, 22 29:20, 22 31:12 34:15
40:6, 10, 17 43:2, 12 46:16
48:13, 14 49:10, 22 53:23, 23
54:2, 5 56:3, 8, 21 57:16 64:16
64:18 65:4 72:21 75:25 79:7
80:6 81:7, 18 84:18 86:5
yield 58:18
York 1:1, 2, 9, 15 2:1, 23 3:1, 5, 22
4:1, 5 5:1 6:1 7:1, 17 8:1, 25
9:1 10:1 11:1 12:1 13:1 14:1
15:1 16:1, 11 17:1, 21 18:1, 5
18:13 19:1 20:1, 15 21:1, 14, 18
21:22 22:1, 22 23:1 24:1 25:1
26:1 27:1 28:1 29:1 30:1 31:1
31:11 32:1 33:1 34:1, 10 35:1
36:1 37:1 38:1 39:1 40:1 41:1
41:4, 7, 13, 16, 24 42:1, 13, 18
43:1 44:1, 5 45:1 46:1 47:1
48:1 49:1 50:1 51:1 52:1 53:1
54:1 55:1 56:1 57:1 58:1 59:1
60:1 61:1, 18 62:1, 13 63:1, 20
64:1 65:1 66:1 67:1 68:1, 14
69:1 70:1 71:1, 12 72:1 73:1
74:1 75:1 76:1 77:1 78:1 79:1
80:1, 16 81:1 82:1, 5, 18 83:1
84:1 85:1 86:1 87:1 88:1, 2
York's 14:24
you're 61:15
young 59:17
Young's 58:12
youth 41:17

Z

zero 3:6, 6, 7, 7, 7, 8, 11, 11, 12
3:12 8:25 9:2, 2, 6, 7, 7, 10, 11
9:11, 14, 14, 15 10:4, 5, 5, 5, 7, 7
10:8, 8, 8, 9, 9, 24, 25, 25, 25
11:24, 24, 25, 25, 25 12:2, 2
zone 22:20 26:5 29:7, 8, 11
zoned 9:16, 17

0

1

1 88:5, 7

10:58 87:21
11 4:23 70:23
11/20/25 1:1 2:1 3:1 4:1 5:1
6:1 7:1 8:1 9:1 10:1 11:1
12:1 13:1 14:1 15:1 16:1 17:1
18:1 19:1 20:1 21:1 22:1 23:1
24:1 25:1 26:1 27:1 28:1 29:1
30:1 31:1 32:1 33:1 34:1 35:1
36:1 37:1 38:1 39:1 40:1 41:1
42:1 43:1 44:1 45:1 46:1 47:1
48:1 49:1 50:1 51:1 52:1 53:1
54:1 55:1 56:1 57:1 58:1 59:1
60:1 61:1 62:1 63:1 64:1 65:1
66:1 67:1 68:1 69:1 70:1 71:1
72:1 73:1 74:1 75:1 76:1 77:1
78:1 79:1 80:1 81:1 82:1 83:1
84:1 85:1 86:1 87:1 88:1

13 4:23

13041 1:15

13202 7:17 82:5

16 4:23

18 4:23 7:3

1976 48:14

1985 64:8

1998 34:15

1999 22:13

2

2 1:5 2:23 4:14

20 1:12

2005 24:11, 14 25:3 35:4

2008 25:7

2019 38:24

202 5:7

2021 23:16

2025 1:12 4:23 7:13 88:11

26 7:13

26th 82:10, 13

2M 7:17 82:5, 18

2nd 88:11

3

31 1:14 22:18 79:25

335 7:16 82:4, 17

4

4300 9:24

4401 1:14

4607 79:24

5

501 51:7**57** 34:11

6

60s 39:2, 14 59:13**6303** 31:9

7

70s 39:2, 15**7th** 39:9, 14

8

8574 18:5**8598** 34:11**8625** 9:9**8700** 24:9**89** 88:7

9

9 4:23**9:01** 1:12 2:2**9100** 9:13**9411** 34:10

EXHIBIT 1

WHITEMAN
OSTERMAN
& HANNA LLP

Attorneys at Law
www.woh.com

One Commerce Plaza
Albany, New York 12260
518.487.7600 phone
518.487.7777 fax

Christopher M. McDonald
Partner
518.487.7662 phone
cmcDonald@woh.com

November 19, 2025

VIA HAND DELIVERY

Robert M. Petrovich, Executive Director
Onondaga County Industrial Development Agency
335 Montgomery Street, Second Floor
Syracuse, New York 13202

Re: Micron Project
Eminent Domain Procedure Law Hearing

Dear Mr. Petrovich and Members of the Onondaga County Industrial Development Agency ("OCIDA"):

This firm represents SSO Holdings, LLC, the owner of certain real property located in the Town of Clay and commonly known as Tax Map Nos.: 031.-01-16.1 and 030.-01-01.0 (collectively the "SSO Properties"). and we respectfully submit this letter in opposition to OCIDA's contemplated use of the power of eminent domain to acquire easement interests in the SSO Properties for the construction of an industrial wastewater line in connection with the proposed redevelopment of the White Pine Commerce Park with a dynamic random access memory semiconductor manufacturing facility and associated improvements (the "Project") by Micron New York Semiconductor Manufacturing LLC ("Micron"). As set forth below, OCIDA lacks authority to condemn any interests in the SSO Properties because it has failed to comply with the applicable processes and standards necessary to do so.

As OCIDA is undoubtedly aware, it can only exercise its power of eminent domain if: (1) it comports with the state and federal constitution; (2) it has the proper statutory jurisdiction or authority; (3) it complies with the requirements of the Eminent Domain Procedure Law ("EDPL") and the State Environmental Quality Review Act ("SEQRA"); and (4) a public use, benefit or purpose will be served by the proposed acquisition (*see generally* EDPL § 207; *Matter of Bowers Dev. LLC v Oneida County Industrial Dev. Agency*, 40 NY3d 1061, 1063 [2023]; *Matter of City of New York [Grand Lafayette Props., LLC]*, 6 NY3d 540, 546 [2006]). Here, OCIDA's proposed

EXHIBIT

acquisition of easement interests in the SSO Properties by eminent domain fails the third prong of this test; specifically, OCIDA has not complied with the “hard look” SEQRA standard by, among other things, improperly deferring and/or segmenting its consideration of important potential significant environmental impacts associated with the proposed taking.¹

To comply with SEQRA, OCIDA must “identif[y] the relevant areas of environmental concern, [take] a hard look at them, and [make] a reasoned elaboration of the basis for its determination (*Matter of Boise v City of Plattsburgh*, 219 AD3d 1050, 1055 [3d Dep’t 2023] quoting *Matter of Riverkeeper, Inc. v Planning Bd. of Town of Southeast*, 9 NY3d 219, 231-32 [2007]). An agency does not satisfy these requirements if it, among other things, fails to require the preparation of a required environmental impact statement (“EIS”) or other necessary documents (*Matter of Bd. of Co-operative Educ. Svcs. Of Albany-Schoharie-Schenectady-Saratoga Counties v Town of Colonie*, 268 AD2d 838, 839-40 [3d Dep’t 2000]), improperly defers consideration of environmental impacts (*Boise*, 219 AD3d at 1057), or otherwise fails to consider all the potential adverse environmental impacts of all elements of a proposed project at once, a procedure known as impermissible segmentation (*Matter of J. Owens Bldg. Co. v Town of Clarkstown*, 128 AD3d 1067, 1068-69 [2d Dep’t 2015] compare *Matter of Evans v City of Saratoga Springs*, 202 AD3d 1318, 1322 [3d Dep’t 2022]; with *Matter of PSC, LLC v City of Albany Industrial Dev. Agency*, 200 AD3d 1282, 1288-89 [3d Dep’t 2021]; *Matter of GM Components Holdings, LLC v Town of Lockport Industrial Dev. Agency*, 112 AD3d 1351, 1353 [4th Dep’t 2013]).

Here, OCIDA required the preparation of an EIS, but that document, even in its final form, fails to take the requisite “hard look” at the potential significant environmental impacts associated with the Project’s proposed taking of the SSO Properties, and, therefore, results in corresponding infirmities in the recently-adopted Findings Statement.

The proposed taking is part of the anticipated construction of a new industrial wastewater and reclaimed water conveyance system that will service the main Micron Campus. In that regard, it is not part of the “Proposed Project,” as that term is defined in the FEIS and/or Findings Statement, but rather is designated as a “Connected Action.” This is an important distinction because, while the FEIS and Findings Statement contain detailed analysis of the environmental impacts anticipated for the Project, their analysis of the environmental impacts anticipated from the Connected Actions is conclusory, and lacking in critical detail.

For example, OCIDA seems content to state that the proposed acquisition of easements over the SSO Properties “would not change the *current* use of the properties outside of the easement area” (emphasis added). But that statement, on its face, does not acknowledge that the taking of broad easement rights over the SSO Properties will necessarily affect the future use of the remaining fee interests, including without limitation, by decreasing overall developability.

¹ SSO also adopts and incorporates by reference any other objection raised by any other interested party to OCIDA’s exercise of eminent domain in connection with the Micron Project.

Onondaga County Industrial Development Agency

November 19, 2025

Page 3

OCIDA's SEQRA review process also appears to fail to consider what would happen to the remaining portions of the SSO Properties if there were a catastrophic failure of the industrial wastewater/reclaimed water line. Without analyzing these issues, OCIDA has not taken a "hard look" at the potential environmental impacts from the proposed taking of the SSO Properties.

Based on the foregoing, SSO respectfully requests that OCIDA decline to exercise the power of eminent domain to take easement interests in the SSO Properties. Thank you for your consideration in this matter.

Respectfully,



Christopher M. McDonald

cc: Mark McNamara, Esq. (via electronic mail)

4901-8354-5723,

EXHIBIT 2

Jean Marie Gildemeyer-Russo
8824 Henry Clay Blvd
Clay, NY 13041
jeanmrusso@gmail.com

Date: 11/19/25

To: Robert Petrovich
Onondaga County Industrial Development Agency (OCIDA)
335 Montgomery Street
Syracuse, NY 13202

Re: *Objections to Proposed Taking of Easements Over Tax Map Nos. 031.-01-16.1 and 030.-01-01.0 for Micron-Related Wastewater Conveyance Line*

Dear Members of the Onondaga County Industrial Development Agency:

I am a resident of Onondaga County and a member of the community impacted by the proposed Micron project and the infrastructure being advanced to support it. I submit this letter as an **individual citizen** to formally object to OCIDA's proposed use of eminent domain to acquire easement interests over **Tax Map Nos. 031.-01-16.1 and 030.-01-01.0** (the "SSO Properties") for the construction of an industrial wastewater and reclaimed water conveyance system.

I respectfully request that this letter be included in the **official EDPL hearing record**.

1. The wastewater conveyance line is a "Connected Action," not part of the defined "Project."

According to the Micron Draft and Final EIS, the industrial wastewater and reclaimed water conveyance system is **not** part of the "Proposed Project" (which refers only to core site development at White Pine Commerce Park). Instead, it is labeled a **Connected Action**.

However, OCIDA's public hearing notice and descriptions of the proposed taking refer to the easements as being part of the "Project," which is **not consistent** with the FEIS classification.

This discrepancy matters because:

- The public may not have been clearly or accurately informed of what the eminent domain action truly covers.
- Calling a Connected Action a "Project" element may violate EDPL requirements for correct and complete notice.
- A Connected Action cannot rely on the FEIS's "Project" analysis if that analysis **did not include** the wastewater corridor's impacts.

In short, the notice may misdescribe the action.

2. The FEIS did not take a "hard look" at the environmental impacts of placing this line across the SSO Properties.



As a community member reviewing the available information, it is clear that the FEIS:

- provides extensive detail for the Micron campus itself;
- but gives **minimal, vague, or conclusory** analysis of the wastewater corridor impacts.

Missing or insufficiently addressed impacts include:

- effects on wetlands, streams, and hydrology,
- habitat loss and potential impacts on endangered or threatened species,
- soil disturbance, erosion, and stormwater runoff,
- trenching, HDD drilling, vibration, and construction-related risks,
- potential contamination or catastrophic failure scenarios,
- effects on surrounding residential, agricultural, and undeveloped parcels.

The FEIS itself acknowledges significant, unavoidable impacts in several categories, but does not meaningfully evaluate what these mean for the **specific** route crossing **031.-01-16.1** and **030.-01-01.0**.

3. The proposed easements will affect the future use and value of the remaining property.

OCIDA has stated that uses “outside of the easement area” will not change. As a citizen, I find this assertion unrealistic. Large industrial utility easements:

- restrict future building locations,
- restrict subdivision or development potential,
- reduce land value,
- increase risk exposure for neighboring landowners,
- impose long-term operational burdens on surrounding properties.

These issues were **not** addressed in the FEIS or Findings Statement.

4. The project has expanded beyond what the FEIS originally analyzed, requiring supplemental review.

Micron’s project is described as a multi-phase, decades-long development expected to expand significantly over time. The wastewater infrastructure now needed — including the easements over **031.-01-16.1** and **030.-01-01.0** — may exceed what the FEIS originally contemplated.

Under SEQRA, substantial project expansion or modification typically requires a **Supplemental EIS**, especially where impacts were not adequately evaluated.

The public deserves clarity on whether this infrastructure reflects an expanded or altered project.

5. Community impacts have not been fully evaluated.

The wastewater corridor and its construction raise numerous community concerns that were not assessed, including:

- noise, vibration, dust, and safety during construction;
- long-term maintenance access across private and sensitive lands;
- impacts on local traffic during utility installation;
- visual, routing, and character effects that were excluded from the visual analysis because the line is “buried,” despite above-ground construction impacts.

These have direct consequences for residents in the affected area.

6. OCIDA should not approve property takings until these unresolved issues are fully addressed.

Given the deficiencies in environmental review, inaccurate description of the action, potential project expansion, and unclear long-term effects on parcels **031.-01-16.1** and **030.-01-01.0**, I respectfully request that OCIDA:

- **decline to exercise eminent domain authority at this time**, and
- require additional environmental review and clearer public disclosure.

The community deserves a full understanding of all impacts before irreversible decisions are made.

7. Additional Environmental Concerns

In addition to the issues described above, I am also concerned that the FEIS does not adequately analyze several key environmental categories related to the wastewater conveyance line, including but not limited to:

1. **Wetlands and Waterways** – The Draft EIS acknowledges permanent and temporary impacts to wetlands and streams associated with Connected Actions, yet it does not provide site-specific evaluation of how the pipeline crossing or adjacent construction may affect wetlands or hydrology on or near Tax Map Nos. **031.-01-16.1** and **030.-01-01.0**.
2. **Habitat and Protected Species** – The EIS identifies the potential presence of several endangered or threatened species along Connected Action routes. However, no species-specific surveys or habitat assessments were provided for the wastewater corridor crossing these parcels.
3. **Soils, Stormwater, and Erosion** – The area contains clay and erosion-prone soils. Large-scale ground disturbance such as trenching, grading, or directional drilling can cause

sedimentation, runoff changes, and slope impacts. These issues are not evaluated for this specific corridor segment.

4. **Construction Impacts** – The FEIS does not assess construction-related noise, vibration, truck traffic, dust, staging areas, temporary access routes, mat bridges through wetlands, or surface disturbance associated with installing the pipeline across the SSO Properties.
5. **Hazardous Material and Spill Risk** – Industrial wastewater can contain chemical residues, solvents, and other contaminants. The FEIS does not analyze the risks of leaks, slow seepage, corrosion failure, or groundwater migration that could affect neighboring land or the broader environment.
6. **Climate and Flood Resiliency** – The wastewater line's vulnerability to flooding events, soil saturation, freeze-thaw cycles, or extreme precipitation events is not evaluated, nor are the consequences to nearby properties if flooding leads to pipe failure or exposure.

Together, these omissions indicate that a full "hard look" was not taken for the wastewater conveyance line, especially as it affects Tax Map Nos. **031.-01-16.1** and **030.-01-01.0**.

Thank you for your attention and for placing this letter in the hearing record. I appreciate the opportunity to comment as a concerned citizen.

Respectfully submitted,

A handwritten signature in black ink, consisting of a stylized, cursive letter 'P' or 'R' with a large loop at the bottom.

EXHIBIT 3

November 18, 2025

Via Personal Delivery and Certified Mail, Return Receipt Requested

Onondaga County Industrial Development Agency
Attn: Robert M. Petrovich
335 Montgomery Street
Floor 2M
Syracuse, NY 13202

**Re: Public Hearing Notice of Objection and Written Statement Pursuant Eminent
Domain Procedure Law Article 2**

Dear Mr. Petrovich:

Please be advised that our law firm represents Azalia M. King (“Ms. King”).¹ Ms. King holds a property interest in 8700 Caughdenoy Road, Clay, New York 13041, tax map number 046.-02-01.0 (hereinafter the “Subject Property”), which is, in part, the subject of a public hearing currently scheduled for November 20, 2025 at 9:00am at the Town of Clay Town Hall (hereinafter the “Public Hearing”).² Due to Ms. King’s advanced age, she will not be able to attend the Public Hearing to give her oral statement. Nevertheless, this firm writes on Ms. King’s behalf so that she may be heard and to provide her written statement to vehemently and strenuously object to the proposed condemnation and potential acquisition by eminent domain of the Subject Property. For the avoidance of doubt, this letter serves as a formal written notice, objection and written statement pursuant to Eminent Domain Procedure Law (“EDPL”) §203.

By way of background, Ms. King is a ninety-one (91) year old widow who resides on the Subject Property pursuant to an Agreement between Ms. King and her late husband and the Onondaga County Industrial Development Agency (hereinafter “OCIDA”), dated July 27, 2005 (hereinafter the “Agreement”). The Agreement was the result of negotiations between Ms. King and her husband and OCIDA and Onondaga County starting in May of 1998. When Ms. King and her husband initially declined OCIDA and Onondaga County’s offers over twenty (20) years ago, OCIDA and Onondaga County eventually resorted to threats of eminent domain of the Subject Property – as OCIDA and Onondaga County are now (again) threatening here, decades later. As an alternative to, and in lieu of, the threatened eminent domain proceedings, the Agreement was executed wherein Ms. King and her husband sold the Subject Property to OCIDA and in exchange, and as a material condition of the sale, OCIDA expressly granted onto

¹ Through her Power-of-Attorney, Barbara Concolino.

² Interestingly and curiously, it is not unnoticed by Ms. King that this date and time is when the vast majority of the interested public would be at their jobs.

Ms. King the continued right to reside in the house on the Subject Property, continued use and occupancy of 3.61 acres of the Subject Property surrounding the house, which the Agreement refers to as the “House Parcel” (hereinafter also referred to as “House Parcel”), and to otherwise use and occupy the remainder of the Subject Property. Enclosed please find a copy of the Agreement. This Agreement, and the intention of the parties at the time of its execution, waives and creates estoppel to OCIDA and Onondaga County’s eminent domain and, therefore, in accordance with the Agreement, Plaintiff is entitled to a lifetime use and occupancy of the House Parcel on the Subject Property as her residence.

Ms. King has continuously resided on the Subject Property for over sixty (60) years, where she and her late husband raised their family, including six (6) children. She entertains visits from her twenty (20) grandchildren and sixteen (16) great-grandchildren at the Subject Property. Now, with this Public Hearing regarding OCIDA’s plans for condemnation of the Subject Property, OCIDA is using eminent domain to unilaterally, and without cause, terminate and further breach the Agreement to force Ms. King, at her advanced age, to pack her belongings, personal effects and memories accumulated over her last sixty (60) years at the Subject Property, find a new place to live, and leave her family home. Ms. King’s current circumstances (i.e. advanced age, over sixty (60) years at the Subject Property, timing, etc.) and her current interest in the Subject Property pursuant to the Agreement drastically outweighs any purported and alleged public purpose of OCIDA acquiring the Subject Property rights and voiding the 2005 Agreement through eminent domain.

Moreover, the purported and alleged “public use, benefit and purpose” of OCIDA’s removal of Ms. King and condemnation of the Subject Property is nothing more than a hypothetical private financial windfall. As OCIDA themselves describes in the Notice of Public Hearing, the Subject Property is needed because OCIDA is merely “*considering an application* from Micron New York Semiconductor Manufacturing LLC (“Micron”) in connection with Micron’s *plan...*” (emphasis added) to construct the Micron Campus, a rail spur, an employee center and a warehouse (hereinafter, and as defined in the Notice of Public Hearing, the “Project”). There are no realized, or imminent, benefits to the public. In fact, Micron recently admitted that the purported Project must be delayed two to three years, until approximately late 2030,³ which, sadly, is important considering Ms. King’s advanced age. As part of this recent delay announcement, Micron also admitted their alleged total investment in Clay has already been reduced significantly before even breaking ground, any hiring would be pushed back considerably, and that Micron’s project in Boise, Idaho (which is only just under construction) must be open before the Project in Clay can open.⁴ As such, there is no temporal need for condemnation of the Subject Property, and even OCIDA’s mere alleged hypothetical is becoming more and more tenuous, at best.

³ “Micron chip factories in Upstate NY will be delayed by 2-3 years, company says,” Glenn Coin, available at: <https://www.syracuse.com/micron/2025/11/micron-chip-factories-in-upstate-ny-delayed-by-two-to-three-years-company-says.html>

⁴ *See id.*

Likewise, the Project and “construction of new infrastructure” is clearly not for “public use” and is a private benefit to OCIDA to allow them to sell, lease and/or otherwise transfer control of property and infrastructure to Micron, or another private entity, for profit. These circumstances are another example of a growing area of malfeasance and abuse in eminent domain: politically powerful private interests (Micron) convincing local governments (OCIDA and Onondaga County) to use their power of eminent domain to force those who have limited resources and due process (Ms. King) out of their homes in the name of some invented, formulaic and non-specific “public use.” The constitutions of both New York and the United States were intended to prohibit such takings to benefit private parties, but eminent domain has been the tool of choice for large, influential developers and government executives, at the expense of ordinary citizens trying to live their lives, like Ms. King. Accordingly, there is no public use benefit and certainly not any that outweighs Ms. King’s interests and the clear terms of the Agreement.

In addition, the Public Hearing is yet another act (or “path” as County Executive Ryan McMahon has recently coldly referred to the actions taken to get Ms. King out of her home⁵) in OCIDA’s course of conduct of harassing, bullying, threatening and attempting to intimidate Ms. King. To be sure, on or about September 4, 2025, OCIDA personally served Plaintiff with an unlawful 90-day eviction notice (hereinafter the “Eviction Notice”). The Eviction Notice stated that Ms. King had ninety (90) days, or until January 16, 2025, at the age of ninety-one (91), during the holidays and in the middle of the Central New York winter, to vacate the House Parcel and surrender possession to OCIDA. OCIDA further threatened that if Ms. King did not leave, OCIDA would evict Ms. King and seek monetary damages. The Eviction Notice was defective, improper and in violation of the Agreement. The Agreement “does not create a landlord-tenant relationship.” Furthermore, the Agreement, by its own terms, does not confer upon OCIDA early termination rights regarding Plaintiff’s property rights/lifetime use and occupancy of the House Parcel. Moreover, the method of delivery upon Ms. King, personal service, was categorically inconsistent with the clear requirements of the Agreement and, as such, can only be construed as yet another attempt to harass and intimidate. This eminent domain action is yet another act of bad-faith in a series of offending conduct that serves no other purpose than to bully, harass, threaten and attempt to intimidate the 91-year-old, widowed Ms. King into giving up her home, where OCIDA expressly promised she could live for the rest of her life.

Lastly, as you may be aware, there is a related lawsuit pending in the New York State Supreme Court for Onondaga County bearing Index No. 012720/2025 seeking, in relevant part, a declaration regarding the Agreement and the Eviction Notice, and OCIDA’s breach of the Agreement. OCIDA signed the written Agreement that promised Ms. King she could stay in the house where she and her late husband raised their six (6) children until her death. OCIDA’s actions thereby breach the Agreement.

⁵ “Onondaga County ratchets up pressure on 91-year-old widow to leave home on Micron site,” Glenn Coin, available at: <https://www.syracuse.com/news/2025/11/onondaga-county-ratchets-up-pressure-on-91-year-old-widow-to-leave-home-on-micron-site.html>

Overall, to allow OCIDA to condemn and acquire the Subject Property, after they specifically granted Ms. King a lifetime use, would be a grave injustice and forever put a 'black mark' on the entire Project. Ms. King, at her advanced age, merely wants to live out her remaining years in her home, a place where she has lived for over sixty (60) years, feels safe and comfortable, and can have her family visit. To that end, Ms. King simply desires that OCIDA honor the Agreement OCIDA themselves put together to allow Ms. King to do just that – live in her home for the remainder of her life. Instead, OCIDA is attempting to improperly use eminent domain to void the Agreement, in place for over twenty (20) years, simply because Plaintiff has lived longer than OCIDA likely anticipated, OCIDA no longer likes the terms of the Agreement, and the Agreement has now become inconvenient to OCIDA because of the Project. OCIDA should be held to the agreed-upon terms of the Agreement and the benefits Ms. King specifically bargained for back in 2005. Any other determination from the Public Hearing would be a tyrannical inequity against Ms. King and will undoubtedly chill any other members of the community, or any other individuals/parties, from ever entering into agreements and contracts with OCIDA and/or Onondaga County for fear that OCIDA and/or Onondaga County will freely, without remorse and lacking any cause, go back on their word.

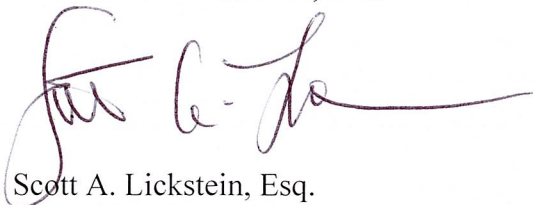
Mr. Petrovich – we thank you for your time, consideration and attention to this matter. On behalf of Ms. King, we hope that you and the board will consider this written statement, and the enclosed Agreement, and arrive at the just, right and fair determination that condemnation of the Subject Property is wholly improper at this time.

Please be advised, this letter shall not constitute a release or waiver by Ms. King of any claim, right or remedy under applicable law, all of which are hereby expressly reserved. This includes, without limitation, a reservation of any and all rights Ms. King has to seek judicial review under EDPL §207 of the Onondaga County Industrial Development Agency's ("OCIDA") determination and findings.

If you have any questions, or wish to discuss further, please contact the undersigned directly.

Very truly yours,

NEWMAN & LICKSTEIN, LLP

A handwritten signature in purple ink, appearing to read "Scott A. Lickstein", is written over a horizontal line.

Scott A. Lickstein, Esq.

SAL/wg

Enc.

AGREEMENT

THIS AGREEMENT is made this 27th day of July, 2005, by and between GLENN S. and AZALIA M. KING, having a mailing address at 8700 Caughdenoy Road, Clay, New York 13041 (the "Kings") and ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a New York public benefit corporation, having its principal place of business at Civic Center, 14th Floor, 421 Montgomery Street, Syracuse, New York 13202 (the "Agency").

RECITALS:

A. The Agency has this day purchased the property described in Exhibit A attached hereto and made a part hereof (the "Property") from the Kings.

B. The Kings desire to continue to occupy the Property subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the purchase and sale of the Property and the covenants and conditions contained herein, the parties agree as follows:

1. Property. The Kings may continue to occupy that part of the Property containing 3.61 acres of land including and surrounding the house located on the Property, more particularly described on Exhibit B attached hereto (the "House Parcel") for use by the Kings as their residence from the date hereof until the death of the last to survive of Glenn King and Azalia King; provided, however, in the event neither Glenn King nor Azalia King occupy the House Parcel as their, or either of their, residence for a continuous period of six months, the Kings' right to occupy the House Parcel shall terminate. The Kings may continue to occupy the Property other than the House Parcel for use for firewood and timber, hay and pasturing until such right is terminated by the Agency upon one hundred twenty (120) days' written notice of termination. The Agency shall have the right to enter upon the Property for pre-development purposes; provided, however, the Agency shall have no right to enter into the house without the consent of the Kings. The Agency shall have the right to build an access road on the Property, excluding the House Parcel. The Kings shall have the right to terminate this Agreement at any time upon notice to the Agency.

2. License. The rights granted hereunder to the Kings are a license to use and occupy the Property in accordance with this Agreement. The relation of the parties hereunder does not create a landlord-tenant relationship or present interest in the fee title of the Property.

3. No Representations by the Agency. Neither the Agency nor any agent or employee of the Agency has made any representations or promises with respect to the Property and improvements thereon, and no rights, privileges, easements, leasehold tenancies or licenses shall be acquired by the Kings, except as expressly set forth in this Agreement.

4. Use. the Kings shall use the Property as a personal residence and a farm and for no other purpose. The Kings shall not lease all or any part of the Property or allow any other party to use the Property.

5. The Kings, during the term of this Agreement, shall be entitled to move or remove any buildings or structures on the Property. Any such removal shall be at the Kings' sole cost and expense. The Kings shall cap any utility lines in a manner acceptable to the applicable utility company. Such removal shall be in compliance with all applicable laws, rules, regulations and codes. No debris shall be left on the surface of the Property. The Property underneath the removed structure or where the structure was located below ground shall be filled and graded. The well located on the Property shall be filled and graded.

6. Real Estate Taxes. The Agency shall pay all real estate taxes imposed upon or assessed against the Property.

7. Utilities. The Kings shall pay for all utility services rendered or furnished to the Property, including heat, gas, water, electricity, and the like.

8. Repairs. The Agency shall have no obligation to make any repairs or replacements to the Property. The Kings shall maintain the Property in good order and condition and make all repairs and replacements to the improvements thereon and the Property.

9. Compliance with Orders of Public Authorities. The Kings shall comply with all laws, ordinances, rules, regulations or requirements of all federal, state or municipal governments, and every department or bureau thereof applicable to the Kings' use of the Property.

10. Alterations. The Kings shall not make or permit to be made any alterations, additions or improvements, structural or otherwise, in or to the Property or the improvements thereon, without first obtaining the written consent of the Agency, which shall not be unreasonably withheld or delayed. The Kings shall not make or permit any defacement, injury or waste in, to or about the Property. The Kings agree that any alterations, additions or improvements made by the Kings may be removed by the Kings at or prior to the expiration of their right to occupy the Property and if not so removed shall be deemed abandoned.

11. Mechanics' Liens. If any mechanics' or other liens, or orders for payment of money, shall be filed against the Property by reason of or arising out of any labor or materials furnished or alleged to have been furnished, or to be furnished, to or for the Kings at the Property, the Kings shall within ten (10) days after notice of filing thereof cause the same to be cancelled and discharged of record, by bond or otherwise, at the expense of the Kings. The Kings shall not otherwise encumber the Property.

12. Assignment. This Agreement and the rights granted to the Kings hereunder are personal in nature and may not be assigned.

13. Damages. The Kings, in case of fire or other casualty, shall promptly give notice thereof to the Agency. The Agency shall repair any damage to the Property or restore the Property after any such damage or destruction to the extent covered by the Agency's property insurance on the property. The Kings may also cause any such damage to be repaired or may restore the Property at their expense. In the event the Kings do not repair or restore the Property, the Kings shall not allow the Property to be a nuisance and shall comply with all applicable laws, rules, regulations and ordinances regarding the Property.

14. Insurance. The Agency shall, during the entire term of this Agreement, for its benefit and the benefit of the Kings, keep in full force and effect a policy of public liability insurance, from an insurance company qualified to do business in New York State, said public liability to be in the sum of \$1,000,000 in case of bodily injury or death and name the Agency and the Kings as additional insureds. The Agency shall also keep in full force and effect, for its benefit and the benefit of the Kings, insurance against loss or damage by risk now or hereinafter embraced by "All Risk" coverage so called and such other risks, including fire, as the Parties from time to time reasonably may designate, but in any event in an amount not less than 100% of the "Full Replacement Cost" of replacing the house on the House Parcel (with a deductible of \$500). The "Full Replacement Value" shall be determined from time to time at the request of the County and/or the Kings (but not more frequently than once every 12 calendar months). The Kings shall be named as additional insureds under the policy. Said insurance shall contain an endorsement that the policies will not be cancelled or reduced in scope of coverage or amount of coverage until thirty (30) days after written notice to the Agency and the Kings. The Agency shall provide the Kings with a certificate of such insurance upon the execution of this Agreement and upon each renewal of such insurance policy. The Kings shall reimburse the Agency for the cost of such insurance.

15. Condemnation. If any part of the Property shall be taken, appropriated or condemned for any public purpose, the Kings shall have no claim or interest in or to any award or recovery as damages or otherwise for such taking of the Property, and the Kings hereby expressly assign any such claim for the Property to the Agency.

16. Default and the Agency's Rights. In the event of any default in the observance or performance by the Kings of any term, covenant or condition of this Agreement for ten (10) days after written notice, the Agency may terminate this Agreement at its option, by giving ten (10) days written notice to the Kings of its election to do so, and upon the expiration of said ten (10) days, this Agreement and all right, title and interest of the Kings hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term of this Agreement and the Kings will then quit and surrender the Property to the Agency. If the default cannot be cured in ten (10) days with due diligence, the Kings shall not be in default under this provision if they begin to cure the default within the 10-day period and continue in good faith and with due diligence to cure the default.

17. Right of the Agency to Cure the Kings' Default. If the Kings default in the performance of any act required to be performed by the Kings under this Agreement, the Agency may perform such act and any expense thereof shall be paid by the Kings upon demand. The Agency shall not be estopped from the pursuit of any remedy to which it would otherwise be entitled.

18. Compliance with Environmental Laws. The Kings and their invitees shall not store, spill, dump or maintain in, on or under the Property any hazardous substances, wastes or materials; toxic substances, chemicals, mixtures or materials; or other regulated substances, chemicals or materials as defined in or pursuant to the New York Environmental Conservation Law, as amended, the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et. seq.), as amended ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et. seq.), as amended ("CERCLA"), the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.), as amended ("TSCA"), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 136 et. seq.), as amended ("FIFRA") and other federal, state, and local laws, ordinances, rules or regulations, other than substances, chemicals, mixtures, wastes or materials transported, handled, stored or used in accordance with applicable law. The Kings shall indemnify and defend the Agency, its agents, employees, officers and directors from and against any and all liabilities, obligations, losses and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with any breach of this section. In case of violation of this paragraph and upon failure to discontinue and/or remedy such violation within ten (10) days after notice to the Kings, it shall be a default hereunder and the Agency shall be entitled to any and all remedies available to the Agency for the Kings' violation of any covenant, agreement or condition of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

19. Notices. All notices required or permitted to be given under this Agreement shall be in writing and sent by certified or registered mail addressed to the party intended to be notified at their address set forth above or at such other address as the parties may specify in written notice to the other.

20. Surrender of Property. The Kings covenant, at the expiration or other termination of this Agreement, to remove their furnishings, equipment and other personal property from the Property and return the Property to the Agency. Any furnishings, equipment or other personal property remaining in or on the Property after the expiration or earlier termination of this Agreement shall be deemed abandoned and the Agency may dispose of same without liability therefor. Notwithstanding anything contained herein, at the expiration or other termination of this Agreement, the Kings will remove all pesticides and chemicals from the Property including, without limitation, the chemicals described in Section 6.5.3 of the Phase I Environmental Site Assessment of the Property dated July 7, 2005 prepared by HSE Consulting Services.

21. No Waiver. No failure by the Agency to insist upon strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, or any continuance of any such breach, shall constitute a waiver of any such breach,

agreement, term, covenant or condition. No waiver by the Agency of any breach by the Kings under this Agreement shall constitute a waiver of any subsequent breach under this Agreement.

22. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provisions of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

23. Entire Agreement. This Agreement contains the entire agreement of the parties with regard to the Kings' occupancy of the Property. There are no oral agreements existing between them.

24. Waiver of Jury Trial. The Agency and the Kings covenant and agree that in any action, proceeding or counterclaim brought by either the Agency or the Kings against the other on any matter whatsoever arising out of, under or by virtue of the terms of this Agreement or the Kings' occupancy, the Agency and the Kings shall and do hereby waive trial by jury.

25. No Oral Changes. This Agreement may not be changed or terminated orally.

26. Remedies Cumulative. No reference to any specific right or remedy shall preclude the Agency from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity.

27. Captions and Headings. The captions and headings are for the convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.

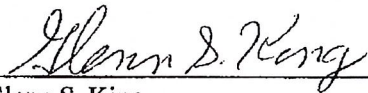
28. Hold Harmless Provisions. (A) The Kings hereby release the Agency and its members, officers, agents and employees from, and agree that the Agency and its members, officers, agents and employees shall not be liable for, and agree to indemnify, defend and hold the Agency and its members, officers, agents and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Kings' occupancy of the Property under this Agreement, including, but not limited to, (1) liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Property or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Property, and (2) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the wrongdoing of the Agency or any of its members, officers, agents or employees.

(B) In the event of any claim against the Agency or its members, officers, agents or employees by any employee of the Kings or any contractor of the Kings or anyone directly or

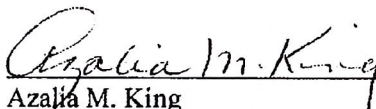
indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Kings hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Kings or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) Notwithstanding any other provisions of this Agreement, the obligations of the Kings pursuant to this section shall remain in full force and effect after the termination of this Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees, relating thereto.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Agreement under their respective hands and seals as of the day and year first above written.



Glenn S. King



Azalia M. King

Onondaga County Industrial Development Agency

By 

Executive Director

EXHIBIT A

SCHEDULE A

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 27 in said Town of Clay, bounded and described as follows: Beginning in the east line of said Farm Lot No. 27 at the southeast corner of premises formerly owned by Henry Sommers; thence north eighty-seven degrees (87°) twenty-eight minutes (28') west along the south line of said Henry Sommers, thirty-eight (38) chains and ninety-four (94) links to the east line of premises formerly owned or occupied by Jacob I. Young; thence south one degree (1°) forty minutes (40') west along said east line, six (6) chains and forty-two (42) links; thence south eighty-seven degrees (87°) twenty-eight minutes (28') east, thirty-eight (38) chains and ninety-four (94) links to the east line of said Farm Lot No. 27; thence north one degree (1°) forty minutes (40') east along said east line, six (6) chains and forty-two (42) links to the place of beginning.

PARCEL II

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga, and State of New York, and being part of Great Lot No. 27 and bounded and described as follows, to wit: Beginning in the centre of the road leading from Dutch Settlement to the road leading from Cicero Corners to Clay Corners, and at the Southwest corner of a piece of land (formally owned by Jacob Somers) and running thence along the south side of said Somers land South 87° - 43' East thirty nine chains and seventeen links to a hemlock stake on the East line of said Lot No. 27; thence along East line of said Lot South 1° - 57' West six chains and thirty eight links to a hemlock stake, at the North East corner of a piece of land (formally owned by George Gates) thence along his North line North 87° - 45' West thirty nine chains and seventeen links to the centre of the aforesaid road; thence along the centre of said road North 1° 57' East six chains and thirty eight links to the place of beginning.

EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga, State of New York, being part of Lot No. 27, more particularly bounded and described as follows: Commencing at a point in the centerline of the road known as the Caughdenoy Road, said point being northerly along said centerline a distance of 841.14 feet from the intersection of said centerline and the south line of Lot No. 27; thence north 1° 57'00" east continuing along said centerline a distance of 421.08 feet to a point; thence south 87° 45'00" east passing through an iron pipe set 20.11 feet along said course a total distance of 352.5 feet to an iron pipe; thence south 1° 57'00" west a distance of 421.08 feet to an iron pipe; thence north 87° 45'00" west passing through an iron pipe set 32.44 feet from the centerline of Caughdenoy road a total distance of 352.5 feet to a point in the centerline of Caughdenoy Road in the point of beginning.

EXHIBIT B

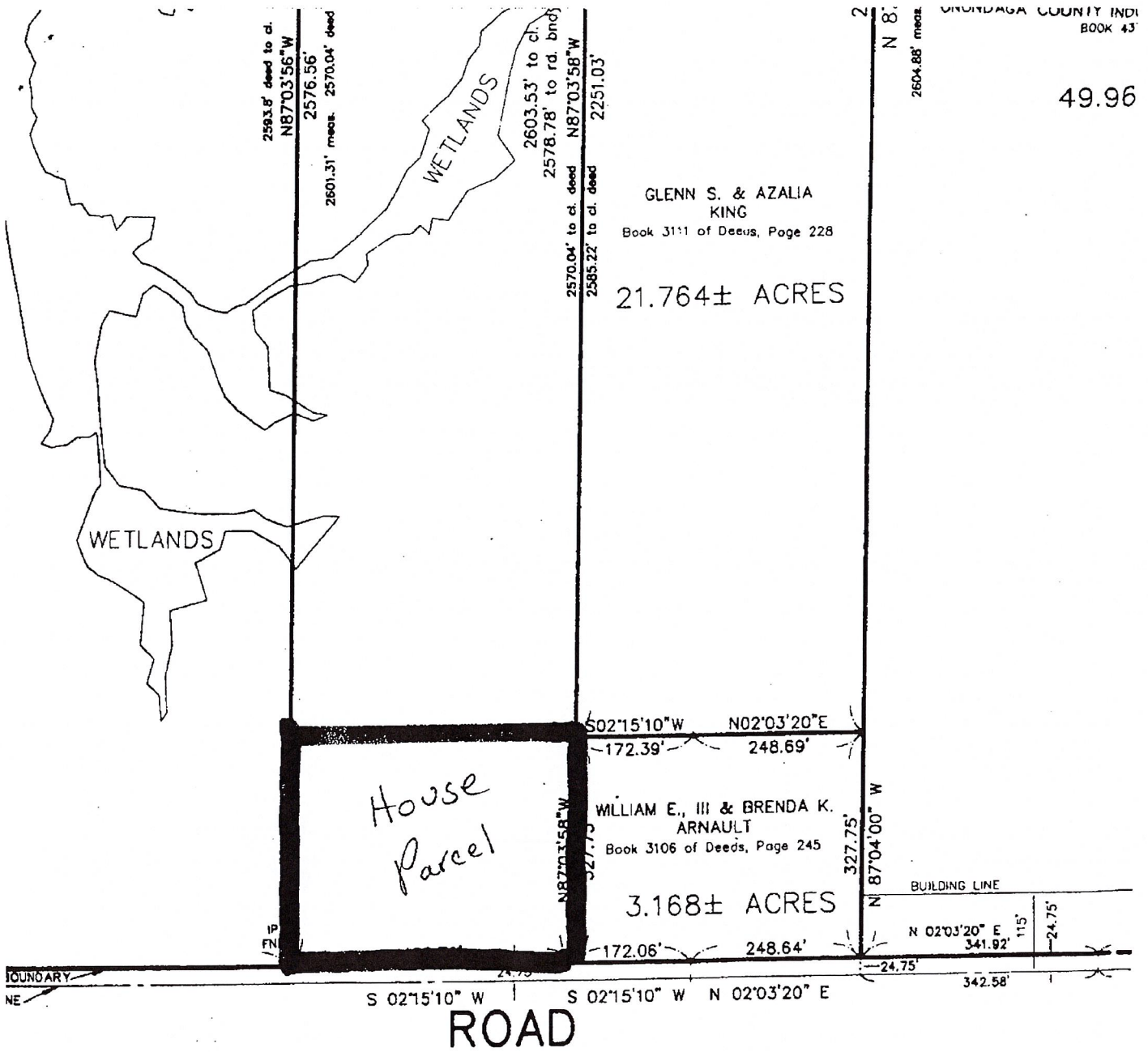


Exhibit B

EXHIBIT 4

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0011044587

ADVANCE

MEDIA NEW YORK

syracuse.com | THE POST-STANDARD

NYup.com

BARCLAY DAMON LLP BUFFALO
RUTH A STEGNER
200 DELAWARE AVE STE 1200
BUFFALO, NY 14202

Name: BARCLAY DAMON LLP BUFFALO

Sales Rep: Maria Nunez

Account Number:1051331

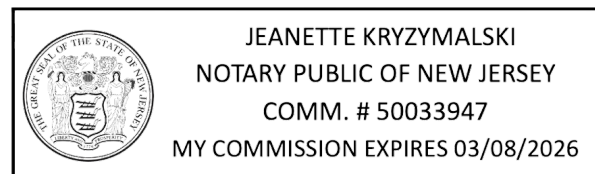
INV#: 0011044587

Date	Position	Description	P.O. Number	Ad Size	Total Cost
11/18/2025	Other Legals NY	NOTICE OF PUBLIC HEARING PURSUANT TO ARTICLE 2 OF THE	EDPL Article 2 Public Hearing	2 x 126.00 CL	454.40

State of New Jersey, County of Hunterdon ss. Maria Nunez, of the City of Flemington, in said County, being duly sworn, doth depose and says: this person is the principal clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 11/09/2025, 11/11/2025, 11/16/2025, 11/18/2025

Principal Clerk of the Publisher - Maria Nunez
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me this 19th day of November 2025



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Notary Public

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT MARIA NUNEZ AT
(315) 470-2051 OR Legals@Syracuse.com

Date	Position	Description	P.O. Number	Ad Size
11/18/2025	Other Legals NY	NOTICE OF PUBLIC HEARING PURSUANT TO ARTICLE 2 OF THE EMINENT DOMAIN	EDPL Article 2 Public	2 x 126.00 CL

NOTICE OF PUBLIC HEARING PURSUANT TO ARTICLE 2 OF THE EMINENT DOMAIN PROCEDURE LAW REGARDING THE POTENTIAL ACQUISITION BY EMINENT DOMAIN OF CERTAIN INTERESTS FOR THE PROPOSED MICRON NEW YORK SEMICONDUCTOR MANUFACTURING LLC PROJECT NOTICE IS HEREBY GIVEN that the ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("Agency" or "OCIDA"), pursuant to the June 13, 2024 and November 7, 2025 Resolutions of its Board and in accordance with the provisions of the New York Eminent Domain Procedure Law ("EDPL"), will hold an EDPL Article 2 public hearing on November 20, 2025 at 9:00 a.m. local time at the Town of Clay Town Hall, 4401 Route 31, Clay, New York 13041 ("Public Hearing"). The purpose of the Public Hearing is to inform the public and review the public use, benefit and purpose of OCIDA's acquisition by eminent domain or negotiated purchase of (i) permanent easement rights over two parcels of real property located in the Town of Clay ("Town"), Onondaga County ("County"), New York, bearing tax map numbers 031.-01-16.1 and 030.-01-01.0; and (ii) any and all interests that may be held in the parcel located within the Town bearing tax map number 046.-02-01.0 not already owned by the Agency (collectively, the "Project Property Interests"). As detailed herein, acquisition of the Project Property Interests is necessary to promote the redevelopment of the White Pine Commerce Park ("Park") located in the Town and the public "Project" described below. The Park is generally bounded on the north by the northern lot boundaries of parcels 048.-01-02.2, 048.-01-19.0, 048.-01-23.1, 048.-01-21.0, and 048.-01-22.0; on the east by the boundary between the towns of Clay and Cicero, on the south by NYS Route 31; and on the west by Caughdenoy Road. Members of the public may attend this Public Hearing in person. The Agency is considering an application (the "Application") from Micron New York Semiconductor Manufacturing LLC ("Micron") in connection with Micron's plan to invest approximately \$100 billion over the next 16 years to construct and operate a large-scale, state-of-the-art dynamic random-access memory ("DRAM") semiconductor manufacturing facility at the Park ("Micron Campus"). In addition to the Micron Campus, Micron also plans to construct a rail spur and construction material conveyance facility to reduce truck trips and support construction of the Micron Campus ("Rail Spur Site"); a childcare center, healthcare center, and recreational center to serve its employees ("Childcare Site"); and to lease existing warehouse space within 20 miles of the Micron Campus ("Warehouse Site") (collectively, with the Micron Campus, the "Project"). The Application requests the Agency acquire the Project Property Interests by eminent domain or negotiated purchase to effectuate the Project. The 1,377± acre Micron Campus will include the Park; a 28± acre portion of the parcel located in the Town of Cicero, Onondaga County, New York bearing tax map number 091.-01-02.1; the 9± acre Burnet Road right-of-way; and a 1± acre portion of the parcel located in the Town bearing tax map number 048.-01-02.1. The Rail Spur Site will consist of 38± acres located west of 8625 Caughdenoy Road, tax parcel number 046.-02-03.2; the Childcare Site will consist of 31± acres located at 9100 Caughdenoy Road, tax parcel number 042.-01-13.0; and the Warehouse Site will be located at a yet to be determined industrially zoned area within 20 miles of the Micron Campus. The Micron Campus will be served by a new Industrial Wastewater Treatment Plant ("IWWTP") and other wastewater and reclaimed water utilities located at the existing 76± acre Oak Orchard site owned by the County in the Town located at 4300 Oak Orchard Road, ("Oak Orchard Site"), and new industrial wastewater and reclaimed water conveyance between the Micron Campus and the Oak Orchard Site. The parcel bearing tax map number 046.-02-01.0 is located within the Park and the parcels bearing tax map numbers 031.-01-16.1 and 030.-

01-01.0 are located between the Oak Orchard Site and proposed Micron Campus. These three parcels, together with the remaining Micron Campus, the Oak Orchard Site, the Rail Spur Site, the Childcare Site, and the Warehouse Site collectively constitute the "Project Site." Acquisition of the Project Property Interests is necessary to acquire rights needed for a unified and comprehensive redevelopment of the Park and the Project. Acquisition of the Project Property Interests in the parcel bearing tax map number 046-02-01.0 is necessary because the parcel is located within the Park on which 1,339± acres of the 1,377± acre proposed Micron Campus will be constructed and operated. Acquisition of the Project Property Interests in the parcels bearing tax map numbers 031-01-16.1 and 030-01-01.0 is necessary because the new industrial wastewater and reclaimed water conveyance to service the Micron Campus will be constructed and operated on those parcels. The Agency is lead agency for the environmental review of the Project pursuant to the New York State Environmental Quality Review Act ("SEQRA"). On November 7, 2025, the Agency accepted the Final Environmental Impact Statement ("Final EIS") for the Project as complete and authorized the filing and distribution of a notice of completion with respect to the Final EIS pursuant to the requirements of SEQRA. The anticipated public use, benefit and purpose of the Project includes, but is not limited to, (i) construction of new infrastructure in an industry of local, state and national importance with such infrastructure constituting the largest domestic producer of DRAM chips that have crucial applications in military equipment, cybersecurity technology, the aerospace industry, and artificial intelligence; (ii) investment in workforce development generating 4,000± onsite construction jobs, 9,000± permanent on-site operations jobs and spurring the creation of 40,000± vendor, supply chain, construction, community and other jobs in the regional economy and throughout the State; and (iii) other substantial economic improvements within the region including \$10 billion± in real GDP impacts, additional tax revenues, and investments of \$500 million± in local and regional initiatives that advance identified community needs; all of which will advance the job opportunities, health, general prosperity, and economic welfare of the people of the County and State. At the Public Hearing, any person in attendance will have an opportunity to be heard on the proposed Project. The Public Hearing is intended to inform the public and to outline and review the public use, benefit and purpose to be served by the Project and its impact on the environment and residents of the locality. The general public and residents and property owners in the vicinity of the Project are invited to attend the Public Hearing in person and to present oral or written statements or other documents concerning the proposed public Project. Written comments or documents may be submitted to Robert M. Petrovich, Executive Director, Onondaga County Industrial Development Agency, 335 Montgomery Street, Floor 2M, Syracuse, NY 13202 through the close of business on November 20, 2025 at which time the Public Hearing will be closed. PROPERTY OWNERS WHO MAY SUBSEQUENTLY WISH TO CHALLENGE CONDEMNATION OF ANY REAL PROPERTY INTERESTS THEY HAVE IN THE PROJECT SITE, VIA JUDICIAL REVIEW MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS, AND OBJECTIONS RAISED AT THIS PUBLIC HEARING. Dated: November 7, 2025 ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

EXHIBIT 5

EDPL Article 2 Public Hearing
November 20, 2025
Town of Clay Town Hall, Clay, New York
Proposed Micron New York Semiconductor Manufacturing LLC Project

SPEAKER SIGN-IN SHEET

	Name	Address	Organization
(1)	John Russo SSO Holdings	85005 Johanna Dr. Clay, NY 13041	SSO Holdings
(2)	ANDY TADES	6196 PALISADES DR CICERO, NY 13039	
(3)	Darlene Piper	106 1/2 Northfield Dr North Syracuse	Neighbors
(4)	Lorraine Demeter	4208 Streamwood Dr Liverpool, NY 13090	Church
(5)	Mike Demeter	4208 Streamwood Dr Liverpool, NY 13090	Immanuel Lutheran
(6)	Don Western	821 Oakwood St Fayetteville NY	None

	<u>NAME</u>	<u>ADDRESS</u>	<u>ORGANIZATION</u>
(7)	Sue Hammond	102 Elaine Ave N. 5th St. NY 13212	—
(8)	Judy Boyke	6303 Muskrat Bayle' Brewerton	
(9)	Dave Arnold	85960 9411 Horsehoe Island Clay NY	
(10)	JAMES WEE	838 C RIVER RD B'ville NY 13022	—
(11)	My linda Morris	5732 Lake Hill Dr Romulus NY 14841	
(12)	Jason Brown	4776 Oak Orchard Rd Clay 13041	
(13)	TINA SABOURIN	4582 Becker Rd Brewerton NY 13029	
(14)	Barb Conedino	4590 Becker Rd. Brewerton, NY 13029.	

	<u>NAME</u>	<u>ADDRESS</u>	<u>ORGANIZATION</u>
(15)	Cheri + Eric Stearns	315 436 8924	Family
(16)	Joe	#7	Family
(17)	Tom Dawson	1455 Co RT 10 Dawsonville, GA	
(18)	John Eagan JOHN EAGAN	4898 VER PLANK	
(19)	Kathy Eagan macDowell	3 Tanning Rd Constantia	Family
(20)			
(21)			
(22)			

EXHIBIT 6

Mark R. McNamara
Partner

November 7, 2025

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Azalia M. King
8700 Caughdenoy Road
Clay, NY 13041

Re: **Onondaga County Industrial Development Agency**

***Notice of Public Hearing/Proposed Micron New York
Semiconductor Manufacturing LLC Project ("Project")***

Dear Ms. King:

We represent the Onondaga County Industrial Development Agency ("Agency") in connection with this Project. The purpose of this letter is to provide you with notice of the Eminent Domain Procedure Law ("EDPL") Article 2 public hearing that the Agency will conduct regarding the real property located at 8700 Caughdenoy Rd, Clay, NY, tax map number 046.-02-01.0 (the "Property") on November 20, 2025 at 9:00 a.m. at the Town of Clay Town Hall, 4401 Route 31, Clay, New York 13041 ("Public Hearing"). The text of the notice which has been published in the *Syracuse Post Standard* is as follows:

NOTICE IS HEREBY GIVEN that the ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("Agency" or "OCIDA"), pursuant to the June 13, 2024 and November 7, 2025 Resolutions of its Board and in accordance with the provisions of the New York Eminent Domain Procedure Law ("EDPL"), will hold an EDPL Article 2 public hearing on November 20, 2025 at 9:00 a.m. local time at the Town of Clay Town Hall, 4401 Route 31, Clay, New York 13041 ("Public Hearing"). The purpose of the Public Hearing is to inform the public and review the public use, benefit and purpose of OCIDA's acquisition by eminent domain or negotiated purchase of (i) permanent easement rights over two parcels of real property located in the Town of Clay ("Town"), Onondaga County ("County"), New York, bearing tax map numbers 031.-01-16.1 and 030.-01-01.0; and (ii) any and all interests that may be held in the parcel located within the Town bearing tax map number 046.-02-01.0 not already owned by the Agency (collectively, the "Project Property Interests"). As detailed herein, acquisition of the Project Property

The Avant Building - 200 Delaware Avenue Suite 1200 - Buffalo, New York 14202 barclaydamon.com
MMcNamara@barclaydamon.com Direct: (716) 566-1536 Fax: (716) 846-1210
Also Admitted in: District of Columbia

Interests is necessary to promote the redevelopment of the White Pine Commerce Park (“Park”) located in the Town and the public “Project” described below. The Park is generally bounded on the north by the northern lot boundaries of parcels 048.-01-02.2, 048.-01-19.0, 048.-01-23.1, 048.-01-21.0, and 048.-01-22.0; on the east by the boundary between the towns of Clay and Cicero, on the south by NYS Route 31; and on the west by Caughdenoy Road. Members of the public may attend this Public Hearing in person.

The Agency is considering an application (the “Application”) from Micron New York Semiconductor Manufacturing LLC (“Micron”) in connection with Micron’s plan to invest approximately \$100 billion over the next 16 years to construct and operate a large-scale, state-of-the-art dynamic random-access memory (“DRAM”) semiconductor manufacturing facility at the Park (“Micron Campus”). In addition to the Micron Campus, Micron also plans to construct a rail spur and construction material conveyance facility to reduce truck trips and support construction of the Micron Campus (“Rail Spur Site”); a childcare center, healthcare center, and recreational center to serve its employees (“Childcare Site”); and to lease existing warehouse space within 20 miles of the Micron Campus (“Warehouse Site”) (collectively, with the Micron Campus, the “Project”). The Application requests the Agency acquire the Project Property Interests by eminent domain or negotiated purchase to effectuate the Project.

The 1,377± acre Micron Campus will include the Park; a 28± acre portion of the parcel located in the Town of Cicero, Onondaga County, New York bearing tax map number 091.-01-02.1; the 9± acre Burnet Road right-of-way; and a 1± acre portion of the parcel located in the Town bearing tax map number 048.-01-02.1. The Rail Spur Site will consist of 38± acres located west of 8625 Caughdenoy Road, tax parcel number 046.-02-03.2; the Childcare Site will consist of 31± acres located at 9100 Caughdenoy Road, tax parcel number 042.-01-13.0; and the Warehouse Site will be located at a yet to be determined industrially zoned area within 20 miles of the Micron Campus. The Micron Campus will be served by a new Industrial Wastewater Treatment Plant (“IWWTP”) and other wastewater and reclaimed water utilities located at the existing 76± acre Oak Orchard site owned by the County in the Town located at 4300 Oak Orchard Road, (“Oak Orchard Site”), and new industrial wastewater and reclaimed water conveyance between the Micron Campus and the Oak Orchard Site. The parcel bearing tax map number 046.-02-01.0 is located within the Park and the parcels bearing tax map numbers 031.-01-16.1 and 030.-01-01.0 are located between the Oak Orchard Site and proposed Micron Campus. These three parcels, together with the remaining Micron Campus, the Oak Orchard Site, the Rail Spur Site, the Childcare Site, and the Warehouse Site collectively constitute the “Project Site.”

Acquisition of the Project Property Interests is necessary to acquire rights needed for a unified and comprehensive redevelopment of the Park and the Project. Acquisition of the Project Property Interests in the parcel bearing tax map number 046.-02-01.0 is necessary because the parcel is located within the Park on which 1,339± acres of the 1,377± acre proposed Micron Campus will be constructed and operated. Acquisition of the Project Property Interests in the parcels bearing tax map numbers 031.-01-16.1 and 030.-01-01.0 is necessary because the new industrial wastewater and reclaimed water conveyance to service the Micron Campus will be constructed and operated on those parcels.

The Agency is lead agency for the environmental review of the Project pursuant to the New York State Environmental Quality Review Act (“SEQRA”). On November 7, 2025, the Agency accepted the Final Environmental Impact Statement (“Final EIS”) for the Project as complete and authorized the filing and distribution of a notice of completion with respect to the Final EIS pursuant to the requirements of SEQRA.

The anticipated public use, benefit and purpose of the Project includes, but is not limited to, (i) construction of new infrastructure in an industry of local, state and national importance with such infrastructure constituting the largest domestic producer of DRAM chips that have crucial applications in military equipment, cybersecurity technology, the aerospace industry, and artificial intelligence; (ii) investment in workforce development generating 4,000± onsite construction jobs, 9,000± permanent on-site operations jobs and spurring the creation of 40,000± vendor, supply chain, construction, community and other jobs in the regional economy and throughout the State; and (iii) other substantial economic improvements within the region including \$10 billion± in real GDP impacts, additional tax revenues, and investments of \$500 million± in local and regional initiatives that advance identified community needs; all of which will advance the job opportunities, health, general prosperity, and economic welfare of the people of the County and State.

At the Public Hearing, any person in attendance will have an opportunity to be heard on the proposed Project. The Public Hearing is intended to inform the public and to outline and review the public use, benefit and purpose to be served by the Project and its impact on the environment and residents of the locality. The general public and residents and property owners in the vicinity of the Project are invited to attend the Public Hearing in person and to present oral or written statements or other documents concerning the proposed public Project. Written comments or documents may be submitted to Robert M. Petrovich, Executive Director, Onondaga County Industrial Development Agency, 335 Montgomery Street, Floor 2M, Syracuse, NY 13202 through the close of business on November 20, 2025 at

which time the Public Hearing will be closed. PROPERTY OWNERS WHO MAY SUBSEQUENTLY WISH TO CHALLENGE CONDEMNATION OF ANY REAL PROPERTY INTERESTS THEY HAVE IN THE PROJECT SITE, VIA JUDICIAL REVIEW MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS, AND OBJECTIONS RAISED AT THIS PUBLIC HEARING.

Dated: November 7, 2025

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

You are receiving this notice because, upon information and belief, you are a licensee in the Property.

PLEASE NOTE OWNERS WHO MAY SUBSEQUENTLY WISH TO CHALLENGE CONDEMNATION OF ANY REAL PROPERTY INTERESTS THEY HAVE IN THE PROJECT SITE VIA JUDICIAL REVIEW MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS AND OBJECTIONS RAISED AT THIS PUBLIC HEARING.

Very truly yours,



Mark R. McNamara

CC: (Via Certified Mail – Return Receipt Requested)
Scott D. Lickstein, Esq.
Newman & Lickstein LLP
109 S. Warren St., Ste 404
Syracuse, NY 13202

9589 0710 5270 2937 7502 39

U.S. Postal Service™ DC 3202109
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

\$

Extra Services & Fees (check box and add fees as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

\$

\$

\$

\$

mark
Here

Postage

\$

Total Postage and Fees

\$

Sent to

AZALIA M. KING

Street and Apt. No., or PO Box No.

8700 CAUGHDENY RD.

City, State, ZIP+4®

CLAY, NY 13041

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

D.C. 320227

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total Postage and Fees

\$

Sent To

SCOTT D. LICKSTEIN, ESQ / NEWMAN FLICKSTEIN

Street and Apt. No., or PO Box No.

109 S. WARREN ST. STE 404

City, State, ZIP+4®

SYRACUSE, NY 13202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 2937 7502 22

USPS TRACKING #



9590 9402 9215 4295 2118 14

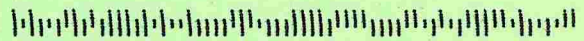
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Barclay Damon LLP
The Avant Building - Suite 1200
200 Delaware Avenue
Buffalo, New York 14202

D. COLEMAN



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AZALIA M. KING
8700 CAUGHSENOY RD.
CLAY, NY 13041



9590 9402 9215 4295 2118 14

2. Article Number (Transfer from service label)

9589 0710 5270 2937 7502 39

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

(X)

Barbara Conalino

☐ Agent☐ Addressee

B. Received by (Printed Name)

Barbara Conalino

C. Date of Delivery

11/12/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

fail

fail

0)

fail Restricted Delivery

Domestic Return Receipt

USPS TRACKING #

SYRACUSE NY 130
12 NOV 2025AM 4 L

9590 9402 9215 4295 1952 37

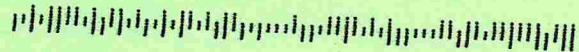
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Barclay Damon LLP
The Avant Building - Suite 1200
200 Delaware Avenue
Buffalo, New York 14202

D. COLEMAN



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SCOTT D. LICKSTEIN, ESQ.
NEWMAN + LICKSTEIN LLP.
109 S. WARREN ST. STE 404
SYRACUSE, NY 13202



9590 9402 9215 4295 1952 37

2. Article Number (Transfer from service label)

9589 0710 5270 2937 7502 22

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

EXHIBIT 7

Mark R. McNamara
Partner

November 7, 2025

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

SSO Holdings, LLC
6265 Route 31
Cicero, NY 13039

Re: **Onondaga County Industrial Development Agency**

***Notice of Public Hearing/Proposed Micron New York
Semiconductor Manufacturing LLC Project ("Project")***

Dear Sir or Madam:

We represent the Onondaga County Industrial Development Agency ("Agency") in connection with this Project. The purpose of this letter is to provide you with notice of the Eminent Domain Procedure Law ("EDPL") Article 2 public hearing that the Agency will conduct regarding the real property located at Henry Clay Blvd, Clay, NY, tax map number 031.-01-16.1 and Henry Clay Blvd, Clay, NY, tax map number 030.-01-01.0 (collectively, the "Property") on November 20, 2025 at 9:00 a.m. at the Town of Clay Town Hall, 4401 Route 31, Clay, New York 13041 ("Public Hearing"). The text of the notice which has been published in the *Syracuse Post Standard* is as follows:

NOTICE IS HEREBY GIVEN that the ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("Agency" or "OCIDA"), pursuant to the June 13, 2024 and November 7, 2025 Resolutions of its Board and in accordance with the provisions of the New York Eminent Domain Procedure Law ("EDPL"), will hold an EDPL Article 2 public hearing on November 20, 2025 at 9:00 a.m. local time at the Town of Clay Town Hall, 4401 Route 31, Clay, New York 13041 ("Public Hearing"). The purpose of the Public Hearing is to inform the public and review the public use, benefit and purpose of OCIDA's acquisition by eminent domain or negotiated purchase of (i) permanent easement rights over two parcels of real property located in the Town of Clay ("Town"), Onondaga County ("County"), New York, bearing tax map numbers 031.-01-16.1 and 030.-01-01.0; and (ii) any and all interests that may be held in the parcel located within the Town bearing tax map number 046.-02-01.0 not already owned by the Agency (collectively, the

The Avant Building - 200 Delaware Avenue Suite 1200 - Buffalo, New York 14202 barclaydamon.com
MMcNamara@barclaydamon.com Direct: (716) 566-1536 Fax: (716) 846-1210
Also Admitted in: District of Columbia

“Project Property Interests”). As detailed herein, acquisition of the Project Property Interests is necessary to promote the redevelopment of the White Pine Commerce Park (“Park”) located in the Town and the public “Project” described below. The Park is generally bounded on the north by the northern lot boundaries of parcels 048.-01-02.2, 048.-01-19.0, 048.-01-23.1, 048.-01-21.0, and 048.-01-22.0; on the east by the boundary between the towns of Clay and Cicero, on the south by NYS Route 31; and on the west by Caughdenoy Road. Members of the public may attend this Public Hearing in person.

The Agency is considering an application (the “Application”) from Micron New York Semiconductor Manufacturing LLC (“Micron”) in connection with Micron’s plan to invest approximately \$100 billion over the next 16 years to construct and operate a large-scale, state-of-the-art dynamic random-access memory (“DRAM”) semiconductor manufacturing facility at the Park (“Micron Campus”). In addition to the Micron Campus, Micron also plans to construct a rail spur and construction material conveyance facility to reduce truck trips and support construction of the Micron Campus (“Rail Spur Site”); a childcare center, healthcare center, and recreational center to serve its employees (“Childcare Site”); and to lease existing warehouse space within 20 miles of the Micron Campus (“Warehouse Site”) (collectively, with the Micron Campus, the “Project”). The Application requests the Agency acquire the Project Property Interests by eminent domain or negotiated purchase to effectuate the Project.

The 1,377± acre Micron Campus will include the Park; a 28± acre portion of the parcel located in the Town of Cicero, Onondaga County, New York bearing tax map number 091.-01-02.1; the 9± acre Burnet Road right-of-way; and a 1± acre portion of the parcel located in the Town bearing tax map number 048.-01-02.1. The Rail Spur Site will consist of 38± acres located west of 8625 Caughdenoy Road, tax parcel number 046.-02-03.2; the Childcare Site will consist of 31± acres located at 9100 Caughdenoy Road, tax parcel number 042.-01-13.0; and the Warehouse Site will be located at a yet to be determined industrially zoned area within 20 miles of the Micron Campus. The Micron Campus will be served by a new Industrial Wastewater Treatment Plant (“IWWTP”) and other wastewater and reclaimed water utilities located at the existing 76± acre Oak Orchard site owned by the County in the Town located at 4300 Oak Orchard Road, (“Oak Orchard Site”), and new industrial wastewater and reclaimed water conveyance between the Micron Campus and the Oak Orchard Site. The parcel bearing tax map number 046.-02-01.0 is located within the Park and the parcels bearing tax map numbers 031.-01-16.1 and 030.-01-01.0 are located between the Oak Orchard Site and proposed Micron Campus. These three parcels, together with the remaining Micron Campus, the Oak Orchard Site, the Rail Spur Site, the Childcare Site, and the Warehouse Site collectively constitute the “Project Site.”

Acquisition of the Project Property Interests is necessary to acquire rights needed for a unified and comprehensive redevelopment of the Park and the Project. Acquisition of the Project Property Interests in the parcel bearing tax map number 046.-02-01.0 is necessary because the parcel is located within the Park on which 1,339± acres of the 1,377± acre proposed Micron Campus will be constructed and operated. Acquisition of the Project Property Interests in the parcels bearing tax map numbers 031.-01-16.1 and 030.-01-01.0 is necessary because the new industrial wastewater and reclaimed water conveyance to service the Micron Campus will be constructed and operated on those parcels.

The Agency is lead agency for the environmental review of the Project pursuant to the New York State Environmental Quality Review Act (“SEQRA”). On November 7, 2025, the Agency accepted the Final Environmental Impact Statement (“Final EIS”) for the Project as complete and authorized the filing and distribution of a notice of completion with respect to the Final EIS pursuant to the requirements of SEQRA.

The anticipated public use, benefit and purpose of the Project includes, but is not limited to, (i) construction of new infrastructure in an industry of local, state and national importance with such infrastructure constituting the largest domestic producer of DRAM chips that have crucial applications in military equipment, cybersecurity technology, the aerospace industry, and artificial intelligence; (ii) investment in workforce development generating 4,000± onsite construction jobs, 9,000± permanent on-site operations jobs and spurring the creation of 40,000± vendor, supply chain, construction, community and other jobs in the regional economy and throughout the State; and (iii) other substantial economic improvements within the region including \$10 billion± in real GDP impacts, additional tax revenues, and investments of \$500 million± in local and regional initiatives that advance identified community needs; all of which will advance the job opportunities, health, general prosperity, and economic welfare of the people of the County and State.

At the Public Hearing, any person in attendance will have an opportunity to be heard on the proposed Project. The Public Hearing is intended to inform the public and to outline and review the public use, benefit and purpose to be served by the Project and its impact on the environment and residents of the locality. The general public and residents and property owners in the vicinity of the Project are invited to attend the Public Hearing in person and to present oral or written statements or other documents concerning the proposed public Project. Written comments or documents may be submitted to Robert M. Petrovich, Executive Director, Onondaga County Industrial Development Agency, 335 Montgomery Street, Floor

2M, Syracuse, NY 13202 through the close of business on November 20, 2025 at which time the Public Hearing will be closed. PROPERTY OWNERS WHO MAY SUBSEQUENTLY WISH TO CHALLENGE CONDEMNATION OF ANY REAL PROPERTY INTERESTS THEY HAVE IN THE PROJECT SITE, VIA JUDICIAL REVIEW MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS, AND OBJECTIONS RAISED AT THIS PUBLIC HEARING.

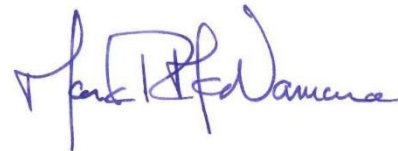
Dated: November 7, 2025

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

You are receiving this notice because, upon information and belief, you are one of the assessment record billing owners of the Property.

PLEASE NOTE OWNERS WHO MAY SUBSEQUENTLY WISH TO CHALLENGE CONDEMNATION OF ANY REAL PROPERTY INTERESTS THEY HAVE IN THE PROJECT SITE VIA JUDICIAL REVIEW MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS AND OBJECTIONS RAISED AT THIS PUBLIC HEARING.

Very truly yours,



Mark R. McNamara

9589 0710 5270 2937 7502 46

U.S. Postal Service™ **D.C. 3202209**
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

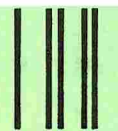
Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage and Fees	
\$	



Sent To	SSO HOLDINGS, LLC
Street and Apt. No. or PO Box No.	6205 ROUTE 31
City, State, ZIP+4	CICERO, NY 13039

USPS TRACKING#

SYRACUSE NY 130
14 NOV 2025AM 4 L



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 9215 4295 1952 44

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Barclay Damon LLP
The Avant Building - Suite 1200
200 Delaware Avenue
Buffalo, New York 14202

D. COLEMAN

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SSO HOLDINGS, LLC
6265 ROUTE 31
CICERO, NY 13039



9590 9402 9215 4295 1952 44

2. Article Number (Transfer from service label)

9589 0710 5270 2937 7502 46

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

Sheila Pafford

C. Date of Delivery

11/13/25

D. Is delivery address different from item 1?

☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

(over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT 8

From: Alex Pontiff <alexpontiff26@gmail.com>
Sent: Tuesday, November 11, 2025 5:08 PM
To: Robert Petrovich <robertpetrovich@ongov.net>
Subject: Use of eminent domain on Azalia king

NOTICE: This email originated from outside of Onondaga County's email system. Use caution with links and attachments.

Mr. Petrovich,

I just now read an article published by Syracuse.com about your intentions to walk back on a deal you struck with an elderly woman. I have to say, I'm quite blown away. The audacity of that action is almost incomprehensible. To see a local government treat a 91 year old woman like that is reprehensible. You, being a county executive and more to the point, a government official, should be beyond reproach. Instead your actions feel and look a lot more like that of a criminal organization. Where is the honor in your decision to break a legal agreement you struck with her 20 years ago? Is it her fault that the county made a bad deal? It's shameful to see a county official treat members of his community that way and all in the name of "progress". Your ends don't justify the means. I implore you to reconsider your bullish and backwards decision to uproot a 91 year old woman for the sake of a giant company. You, the county and Micron can and SHOULD honor the agreement made with Mrs. King. Adding another few years onto the completion date of the factory is not going to make a significant difference. Certainly not in the long run. You can and should be doing better. Progress at the expense of honor, commitment and good will, is not worth the land it's built on. Wake up tomorrow and do better. Be better for the people you work for. If you can't honor a commitment, how is anyone supposed to trust your word? How can any member of Onondaga county trust that you will follow through on promises made? That's certainly not a good position to run a reelection campaign from. Do better Mr. Petrovich. For yourself and your community.

Respectfully,
Alexander Pontiff
Veteran, USMC
Micro-miniature repair tech
Calibration technician
Volunteer firefighter

EXHIBIT 9

From: Jessica Montena <jessica.montena@gmail.com>
Sent: Tuesday, November 11, 2025 5:32 PM
To: Robert Petrovich <robertpetrovich@ongov.net>
Subject: Public Comment on King Property

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Dear Mr. Petrovich,

Your office agreed that Mrs. Azalia King would have lifetime rights to her home on Caughdenoy Road. To use eminent domain to remove an elderly woman from the home she has lived in for 40 years is simply unconscionable. I am truly surprised that anyone would consider this action. I hope you and your office will reconsider.

Jessica Montena,
Syracuse, NY

EXHIBIT 10

From: Daniel Cicalese <danielcicalese65@gmail.com>
Sent: Thursday, November 13, 2025 4:45 PM
To: Town of Clay Supervisor <supervisor@townofclayny.gov>
Subject: Shame on you!!

Urgent Action Alert: Stop the Eminent Domain Theft of a 91-Year-Old Widow's Home!

The fight for Azalia King's lifelong home in Clay hits a critical moment: Onondaga County's Industrial Development Agency (OCIDA) has scheduled a public hearing on November 20 at 9:00 AM at Clay Town Hall to rubber-stamp the eminent domain seizure—all to gift her property to Micron's subsidized mega-complex.

This isn't "public use." It's government-backed corporate looting. Azalia and her late husband honored their end of a 20-year-old agreement. Now the county wants to break it, evict a 91-year-old great-grandmother, and hand her land to a billionaire-backed firm swimming in taxpayer billions.

Show up. Speak out. Defend property rights.

 Wednesday, November 20

 9:00 AM sharp

 Clay Town Hall 4401 NY-31, Clay, NY 13041

 Demand OCIDA reject this abuse of power

Libertarians know: When government can seize your home for private profit, no one's property is safe. This hearing is your chance to expose cronyism and stand with Azalia.

Bring signs. Bring neighbors. Bring liberty.

Onondaga County Eyes Eminent Domain to Boot 91-Year-Old Widow from Her Lifelong Home

This is the ugly face of crony capitalism in action. Azalia King, a 91-year-old great-grandmother, has called her Clay home hers for over 60 years. Two decades ago, under the shadow of eminent domain threats, she and her late husband struck a deal with Onondaga County's Industrial Development Agency (OCIDA): they'd sell the land, but she could live there for life. A solemn promise from the state to a hardworking family.

Fast-forward to today: Enter Micron's shiny new semiconductor empire, fueled by your tax dollars in the form of billions in corporate subsidies. Suddenly, that "lifelong" promise is just ink on paper. OCIDA—now backed by the county—is filing for eminent domain to forcibly evict Azalia, all to clear the way for more government-picked winners. Her family's fighting back, but the state's machine doesn't care about consent or contracts when big business beckons.

This isn't progress; it's predation. Eminent domain was meant for true public use, not handing private property to favored corporations on a silver platter. It's a direct assault on the sacred right to property—the foundation of liberty itself. When government can rewrite deals and seize homes on a whim, none of us are safe. Libertarians have warned about this for years: Stop the handouts, end the seizures, and let free markets build real prosperity without trampling individuals.

The Libertarian Party of New York stands with Azalia King. We demand the county honor its word, scrap this eviction, and reform eminent domain to protect actual property rights—not corporate privileges. Join us in calling out this outrage. Contact your legislators, spread the word, and vote for liberty over loot.

CONFIDENTIALITY NOTICE: This is an e-mail transmission and the information is privileged and/or confidential. It is intended only for the use of the individual or entity to which it is addressed. If you have received this communication in error, please notify the sender at the reply e-mail address and delete it from your system without copying or forwarding it. If you are not the intended recipient, you are hereby notified that any retention, distribution, or dissemination of this information is strictly prohibited. Thank you.

EXHIBIT 11

November 13, 2025

Sheila Angeli
4606 NW Townline Rd.
Marcellus, NY 13108

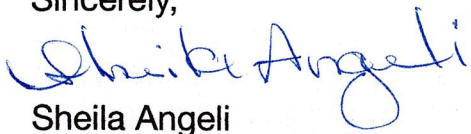
Robert M. Petrovich
Executive Director
Onondaga County Industrial Development Agency
335 Montgomery Street
Floor 2M
Syracuse, NY 13202

Mr. Petrovich:

Sadly, I found the article in today's newspaper about Mrs. King who is 91 years old, extremely disturbing. Apparently Ryan McMahon, and yourself are lacking in what I perceive to be "Human Decency". I guess for Micron it is unfortunate the woman is still living. It is hard for me to comprehend why there should be any thought or action taken to launch "eminent domain" proceedings when a contract was signed years ago. Thankfully Mrs. King has family willing to step up in order to have the agreement honored as it should be. Leave it to government agencies to use whatever means possible to achieve their desired outcome. Why sign a contract and then put forth every effort to not fulfill or honor it. Would this be happening if this were your family or Ryan McMahon's?

I clearly hope the family is successful in their effort for the contract to be upheld as it should be without any question.

Sincerely,



Sheila Angeli

Red 11/24/25
Via
Postal

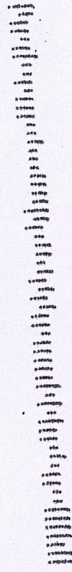
SHEILA ANGELI
4606 NW TOWNLINE RD.
MARCELLUS, NY 13108

ROCHESTER NY 144
15 NOV 2025 PM 2 L



1775 ★ 2025

Robert M. Petrovich, Executive Director
OCIDA
335 MONTGOMERY ST.
FLOOR 2M
SYRACUSE, NY 13202



13202-200935

NOV 13, 2025

Sheila Angel
4606 NW Townline Rd.
Marcellus, NY 13108

Robert M. Petrovich
Executive Director
Onondaga County Industrial Development
335 Montgomery Street
Floor 2M
Syracuse, NY 13202

Mr. Petrovich:

Sadly, I found the article in today's news old, extremely disturbing. Apparently in what I perceive to be "Human Decade" the woman is still living. It is hard for any thought or action taken to launch contact was signed years ago. That up in order to have the agreement hold government agencies to use whatever outcome. Why sign a contract and honor it. Would this be happening if

I clearly hope the family is successful as it should be without any question

Sincerely,

Sheila Angel
Sheila Angel

EXHIBIT 12

Scott Landes
307 Cornwall Dr.
Syracuse, NY 13214

November 14, 2025

Robert M. Petrovich
Executive Director
Onondaga County Industrial Development Agency (OCIDA)
335 Montgomery Street, Floor 2M
Syracuse, NY 13202

Re: Concerns Regarding OCIDA's Voiding of Its Agreement with Ms. Azalia King

Mr. Petrovich:

I write to express serious concern regarding the treatment of Ms. Azalia King in connection with actions taken by the Onondaga County Industrial Development Agency (OCIDA). It appears that OCIDA is attempting to void the terms of an agreement made with her—an action that will force her from her home.

The September 2025 order of eviction and planned court action asserting the county's eminent domain over this property represent not only a failure to honor a contractual commitment, but also a troubling breach of trust and ethical responsibility, well as a moral failure.

Eminent domain was never intended to be a blunt instrument used against the most vulnerable members of our communities. When applied without compassion, transparency, and genuine respect for those affected, it becomes a tool of displacement rather than a means of serving the public good.

Several problems stand out:

Failing to Honor a Contractual Agreement

OCIDA is not following through on commitments made to Ms. King—commitments she relied upon in good faith. When a public development agency backs away from its own agreements, it raises serious questions about accountability, integrity, and the agency's respect for the rights of the individuals it impacts.

Destabilization of a Resident's Life and Housing Security

A contract is more than a document; it is a promise. When a resident is displaced because an agency does not honor that promise, the resulting harm is significant. Evicting an elderly woman from her beloved home is an assault on the stability, dignity, and emotional security that every person deserves. These are consequences that could and should be prevented.

Damage to Public Trust in OCIDA's Operations

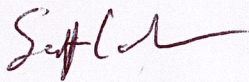
Economic development agencies must operate with transparency and reliability. A failure to honor agreements—especially those involving vulnerable or long-standing residents—undermines the public's confidence and raises concerns about how future community members may be treated.

Eminent domain, when misused, creates lasting wounds. It fractures communities, displaces history, and undermines the very social fabric that healthy towns and cities depend on. If a public agency cannot honor its commitments, then it cannot claim to act in the interest of the public. The long-term wellbeing of a community is measured not by the buildings it constructs, but by how it treats the people who call it home.

I respectfully urge OCIDA to immediately review Ms. King's case, acknowledge any commitments that have gone unmet, and take corrective action to remedy the harm that has been done via the order of eviction and planned legal proceedings. Additionally, OCIDA should carefully re-examine its internal procedures to ensure that agreements with county residents are honored consistently and that no individual is subjected to avoidable hardship as a result of agency actions.

Thank you for your attention to this matter. I hope OCIDA will take the necessary steps to demonstrate accountability and uphold the standards expected of a public development agency. Failure to correct these actions threatens to erode not only the trust of Ms. King and her family, but all residents of Onondaga County. I hope that you will remember that *the true power of public institutions lies not in what they can take, but in what—and whom—they choose to protect.*

Sincerely,

A handwritten signature in dark ink, appearing to read "Scott Landes", with a stylized, flowing script.

Scott Landes

307 Cornwall Rd.
Syr, NY 13214

SYRACUSE NY 130
18 NOV 2025 PM 4 L



Mr. Robert M. Petrovic
Exec. Dir.
OCIDA
335 Montgomery St, Floor 2M
Syr, NY 13202

13202-200335



EXHIBIT 13

SP
LC

Mary Nortman
1103 Tulip St
Liverpool, NY 13088

SYRACUSE NY 130

NOV 2025 AM 3 L



1775 2025

Robert Petrovich
Exec. Director. OADA
335 Montgomery St Floor 2N.
Syracuse New York

13202

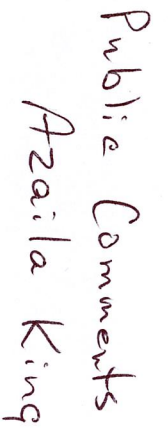
NOV 15. 2025

re: Aradia King
aka Butch

Life use? means?

Mary Norton
1000 1st St N

EXHIBIT 14



Nov 16, 2025

To: Robert M Petrovich

According to the Syracuse newspaper article I read, the family had offered land across the road from Azaila's house that she does own.

Have you considered making that land prepared for a house?

Make a nice place, cellar, foundation,
water, electric, sewer, and move
her house there.

Country should keep its commitments

Mary Stine

M Stine
27411 Co Rt 3
Plessis NY
13675

SYRACUSE NY 130

18 NOV 2025 PM 4 L



Onondaga County IDA
Attn: Robert M Petrovich, Executive
Director
335 Montgomery St Floor 2 M
Syracuse, NY

13202

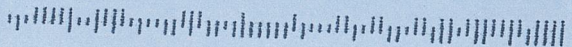
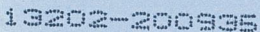


EXHIBIT 15

From: Bernice Strother <bernices1976@gmail.com>
Sent: Sunday, November 16, 2025 9:02 PM
To: Robert Petrovich <RobertPetrovich@ongov.net>
Subject: Azalia King eviction for Micron Development

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Dear Mr. Petrovich,

I am a friend of Azalia King and her family and am writing to you to support keeping her in her home until the remainder of her days on earth. "Butch" King, as Azalia is known by her family and friends, has always been an active member of the community and has done so much for others. I cannot tell you how many Apple Pies she has made for the many church dinners, bazaars and anyone that might ask her for one! She was an avid seamstress and has made and donated items to those in need. I was not fortunate enough to know her husband Glenn, but from everything I have heard he gave as much to the community as his wife.

If you can just put yourself in the shoes of her family and pretend Azalia was your mom, would you want your mom to be moved from her home at 91 years of age? The reason this is so disheartening is the fact that the powers that be are going back on their word on the agreement she would have life use of her home until God calls her home.

Please show some compassion and allow Azalia to stay in her home.

God bless you and praying you all do what is right for "Butch".

Warmest regards,

Bernice Finnegan Strother

EXHIBIT 16

From: Robert Petrovich <RobertPetrovich@ongov.net>
Sent: Monday, November 17, 2025 11:34 AM
To: Davis, Jeffrey W. <JDavis@barclaydamon.com>; McNamara, Mark R. <MMcNamara@barclaydamon.com>
Subject: Fw: Comments on Eminent Domain Proceeding

Robert M. Petrovich
Deputy County Executive-Onondaga County
Economic Development & Planning
Executive Director-Onondaga County Industrial Development Agency
421 Montgomery Street-14th Floor
Syracuse, New York 13202
(315) 435-3516
robertpetrovich@ongov.net

From: Tonya Eza <tonya.eza@gmail.com>
Sent: Monday, November 17, 2025 11:21 AM
To: Robert Petrovich <robertpetrovich@ongov.net>
Subject: Comments on Eminent Domain Proceeding

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Dear Mr. Petrovich,

I am submitting the following comments in reference to the eminent domain proceedings against Mrs. Azalia King, as I will be unable to attend the hearing on Thursday morning. Thank you for your attention to this matter.

My name is Tonya Eza, and I serve as the pastor of Immanuel Lutheran Church in Clay. Azalia King is my parishioner, and I am writing against Onondaga County taking her house in eminent domain proceedings.

I became acquainted with Azalia and her family very quickly after I arrived to serve Immanuel Lutheran Church as the pastor in 2023. I also heard the story of how she came to live in her home very soon after I arrived. She and her husband, Glenn, had negotiated use of the home that Azalia still lives in 20 years ago in another eminent domain proceeding against them. The bargain was that they had lifetime use of the house. That is a signed contract that now OCIDA is trying to renege on, and that is not fair.

Azalia is now 91 years old, and she's not able to come to worship very often, so I try to visit her monthly. The stories I hear from her and her family are stories of a woman who has been a pillar of the Clay community for many, many years. She attended Sunday worship faithfully until her health no longer allowed her. She still enjoys having visitors come to her home; every time I come to visit her, she always wants to give me something to eat and drink.

To force her from her home now is cruel and unusual punishment. You are asking a 91-year-old widow to give up the home she has lived in and raised her family in, all so you can make things easier for Micron to destroy the Clay environment and build their factory. Furthermore, the latest report from Micron is that there is going to be a 2–3-year delay in the completion of their first factory. There should not be a problem with waiting a while longer to take the property. Fulfill your promise to Azalia King and her family and let her live in her home until the end of her time here on earth.

Jesus said, "Just as you did to one of the least of these brothers and sisters of mine, you did it to me" (Matthew 25:40). Does OCIDA really want to be known for forcing a 91-year-old widow out of her home?

--

Rev. Tonya Eza

Pastor

Immanuel Lutheran Church, Clay, NY

EXHIBIT 17

Kimberly Bremerman
9375 River Island Dr
Brewerton NY 13029

November 17, 2025

Robert M. Petrovich, Executive Director
Onondaga County Industrial Development Agency
335 Montgomery Street, Floor 2M
Syracuse, NY 13202

RE: Azalia King Eviction

Dear Mr. Petrovich,

I am writing today to express my utter shame and disgust with the position and action that Onondaga County has taken with and against Azalia King.

The Micron project affects me personally as I have lived approx. 3 miles north of the White Pine Business Park site for 45 years and have known the King family for 20+ years.

Due to the close proximity of the project to my home, I do wish it could have been located in a more industrial area, leaving what little farm/forest land we have left in the area untouched. That said, as a lifelong resident and local business owner, I fully understand the need for growth in our state and county and despite the numerous inconveniences of this project that I (and my neighbors) have already encountered, have not spoken out directly against the project in hopes that in the end, the overall good will outweigh the bad.

What I do not condone and cannot ignore, is the action that is being taken against a 91 year old woman who (along with her husband) accepted a good faith deal from our county. Regardless of who was in office, who made the deal and what has changed since that day, the deal was made. Like it or not, all parties must (should) live with it. I wholeheartedly disagree with any action against this woman and her family by our county and feel truly embarrassed for the harassment that she is having to endure. It is sad that the County Executive's legacy will be evicting / resorting to eminent domain to force a 91 year old woman from her family home.

The news indicates that this last remaining structure (King family home) is obstructing the "next steps" of this project. Respectfully, that is laughable. I drive by the site every day and am quite confident that it is possible to move forward with the project while upholding a decades old agreement and allowing an aging woman to live out her life as planned and in peace.

I truly hope that the county will find its' way to do the right thing in this matter, thereby preserving this family's peace of mind and our county's honor.

Very truly yours,





Kimberly Bremnerman
9375 River Island Dr
Brewerton, NY 13029-3100

SYRACUSE NY 130
19 NOV 2025 AM 2 L



Robert M. Petrovich
OCIDA
335 Montgomery St., Floor 2 M
Syracuse NY 13202

13202-200935

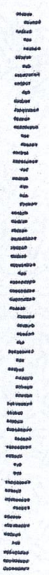


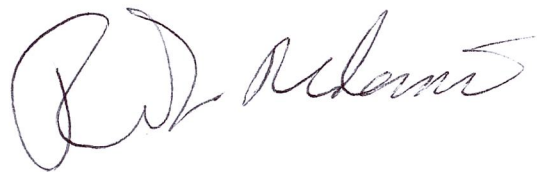
EXHIBIT 18

THE county made an agreement WITH
THE King Family + SHOULD Be held TO ITS principle

My opinion is WHERE IS THE ELECTRICITY
+ H₂O coming from.

NATIONAL Grid + NYSPP HAVE no clue where
TO get electricity. THEY need TO BUILD
SUBSTATIONS + TRANSMISSION lines THAT will
PROBABLY TAKE longer TO BUILD THEN
SHE WILL LIVE

I ALSO Believe Micron is a hoax
THIS project is TO BIG - WHY BUILD
IT IN NEW YORK STATE



Rick & Renee Neiderman
4355 Cosmos Hill Rd
Cortland, N.Y. 13045



Mr. & Mrs. Rick Neiderman
4335 Cosmos Hill Rd
Cortland, NY 13045-9132

SYRACUSE NY 130

18 NOV 2025 AM 4 L



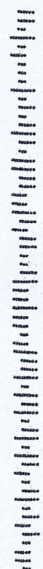
1775-2025

FOREVER USA

Roberts Perovich

335 Montgomery St Floor 2m
Syracuse NY 13202

1304-200935



9/6

3000

1304

200935

EXHIBIT 19

407 Halton Road
Syracuse, NY 13224
November 16, 2025

Robert M. Petrovich
Executive Director
Onondaga County Industrial Development Agency
335 Montgomery St. Floor 2M
Syracuse, NY 13202

To Mr. Petrovich and OCIDA:

I am writing as a resident of Onondaga County about your agency's attempt to kick 91-year-old widow Azalia King out of her house in the town of Clay so part of the Micron project can proceed.

I vehemently oppose this attempted eviction. Basically, you made a bet with the Kings 20 years ago, figuring they'd both be dead by the time you'd want this land for some purpose. Well, you lost the bet. Instead of doing the honorable thing and abiding by the agreement you signed with them, you're going to court to break your promise.

If I were a landowner or businessman, why should I trust your organization to honor any agreement in the future?

Not only that, you probably know, or should know, that moving elderly people from their familiar surroundings – in this case, the house she's lived in for 60 years – to unfamiliar ones, is highly disorienting and can lead to depression and declining health.

I urge you and Micron to devise a workaround for now and allow Ms. King to live out her final years where she rightfully belongs.

Sincerely,



Thomas H. Boll



Mr. Thomas Boll
407 Halton Rd
Syracuse, NY 13224

SYRACUSE NY 130

18 NOV 2025 AM 4 L



Robert M. Petrovich, executive director
Onondaga County Industrial Development Agency
335 Montgomery St. Floor 2M
SYRACUSE NY 13202

13202-200535



EXHIBIT 20

221 Alice Ave.
Syracuse, NY 13209
November 17, 2025

Robert M. Petrovich, Executive Director
Onondaga County Industrial Development Agency
335 Montgomery Street, Floor 2M
Syracuse, NY 13202

Re: Azalia M. King

Dear Mr. Petrovich,

I am writing on behalf of Azalia M. King and in opposition to the recent decision by OCIDA to evict Mrs. King from her home at 8700 Caughdenoy Rd. in Clay. I have known the King family for twenty years, and served as their pastor for sixteen years at Immanuel Lutheran Church in Clay. I, like many others in the community, are deeply troubled by OCIDA's decision. This area in Onondaga County began as a largely rural area and the King family made their living farming for many years. Throughout their lives, they believed that an agreement made in good faith by all parties was a promise to be kept.

As you are aware, Mrs. King and her late husband, Glenn, sold the property in 2005 with the caveat that they would have life use of the property. Having grown up in a time in which a person's word and a legal agreement stood for something, they believed that as long as either of them was alive, there would be no reason to fear that they could lose their home. The entirety of the property on which Micron plans to build its campus lay largely undeveloped for many years. There were many rumblings over the years about possible development but none of them came to fruition prior to Micron's interest in the property. Suddenly, there is great urgency to displace Mrs. King for reasons that make no sense.

Firstly, she had been promised life use of the home. Mrs. King is 91 years old and in relatively good health physically. However, the threat of invoking eminent domain to force her out of her home is causing her much stress. Isn't the threat of eminent domain tantamount to bullying? Is forcing a 91-year-old woman from her home the image you want to project to a corporation such as Micron? Doesn't eminent domain provide for fair compensation to the owner? My understanding is that the financial offering by OCIDA would hardly be considered fair by most standards? This brings us to the meaning of fairness. Doesn't fairness suggest that which is righteous? I find it difficult to find righteousness in the efforts of OCIDA to avoid any sort of fair or equitable resolution.

Secondly, let me ask you to put your parent(s) in the same situation as Mrs. King finds herself. How would you respond? Would you simply tell them that an agreement they made in good faith twenty years ago is now null and void because of a business opportunity that is currently in a holding pattern? Wouldn't you much prefer to look them in the eye and tell them that you're willing to fight for them because right is right? At some point there should be voices that are willing to stand up for what is fair and just.

I implore you to do what is right.

Sincerely,

A handwritten signature in dark ink, reading "Rev. Richard S. Post". The signature is written in a cursive, flowing style. The "R" is large and loops around the "ev.". The "Post" is written in a more standard cursive script.

RICHARD AND MARY DEE
YOST
221 ALICE AVE
SYRACUSE, NY 13209

SYRACUSE NY 130
10 NOV 2025 AM 1 L



Mr Robert M. Petruick
Executive Director - OCIDA
335 Montgomery St. Fl 2M
Syracuse NY 13202

13202-200935

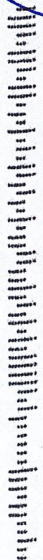


EXHIBIT 21

From: c f <frizzellcl@hotmail.com>

Sent: Wednesday, November 19, 2025 8:50 PM

To: Robert Petrovich <robertpetrovich@ongov.net>

Cc: Nathaniel Stevens <natestevens@ongov.net>; Nancy Lowery <nancylowery@ongov.net>; Leonard Rauch <lenrauch@ongov.net>; Alexis Rodriguez <alexisrodriguez@ongov.net>; Robert Schoeneck <robertschoeneck@ongov.net>; Evan Carter <evancarter@ongov.net>; Jennifer Lerario <jenniferlerario@ongov.net>; Jackson Breed <jacksonbreed@ongov.net>; Frizzell CAPT Thomas K JR <thomas.frizzell@usmc.mil>

Subject: Letter in Support of Mrs. Azalea King

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Dear Sir,

Please find our letter in support of Mrs. Azalea King attached.

With Respect,

Connie Frizzell (CAPT, USN(RET)) and Thomas Frizzell, Jr. (CAPT, USN)

Connie Frizzell

9117 Caughdenoy Road
Brewerton, NY 13029
(850) 485-6832
frizzellcl@hotmail.com

19 November, 2025

Ronald M. Petrovich,

Executive Director, OCIDA
335 Montgomery St.
Floor 2M
Syracuse, NY 13202

Dear Mr. Petrovich,

This letter is written to let you know **my husband and I are against the eminent domain proceedings and proposal to evict Azalia King and seize her home.**

Our reasons include 1) our expectation that the county honor its commitments and obligations to all citizens and constituents, 2) that we expect the OCIDA board to be value-added, and 3) the failure of OCIDA to strategically plan.

HONOR:

I am a retired, 30 year Navy CAPTAIN. My husband is still on active duty and is also a Navy CAPTAIN. While we currently reside in North Carolina (my husband is stationed at MCAS Cherry Point), our official home of record is New York. Specifically, 9117 Caughdenoy Road. This is the home and property we own, and the home and property on which I grew up. The property is, in fact, directly across the street from the property Micron purchased for their childcare facility. (That is the home in which my father was born and raised in and the farm he worked until he entered the Army for the Korean War.) My husband and I have maintained our New York State residency for our entire careers. We register our cars in NY, we vote in NY, and we make regular visits to not just the property, but to see my brother, sister, nieces, nephews, aunts, uncles and cousins, all who still live in Onondaga or directly adjacent counties. For years, we have held fast to our dreams (and have architectural blueprints) of updating the house and growing old in that home.

It's not an atypical dream. In 2022, The Associated Press - National Opinion Research Center found that 88% of Americans want to age in their own homes

with their loved ones. That research puts us, and Mrs. King, solidly with the majority of our fellow Americans.

Neither is it an unrealistic dream. In fact, for Mrs King, based on a previous agreement from the county, it wasn't a dream but a guarantee. It was both a commitment and a legally binding obligation from the county.

To be clear here, the military ensures one perfectly understands the importance of our commitments and obligations. The nation wouldn't be able to provide any military force and meet our required end strength without commitments and obligations. Neither would we be able to complete missions without individual commitments to fulfill our duties and the legally binding obligations to follow all lawful orders. Neither would the nation be able to provide for the welfare and security of every citizen without the commitment and obligation of our forces to deploy, fight, provide humanitarian assistance, conduct peace-keeping operations, interdict drug traffickers and pirates, work with allies, collect intelligence, provide power projection overseas...shall I go on? In the end, commitments and obligations are not something we withdraw from the American citizen. Regardless of race, color, creed, sex, or age. In fact, if a military member were to break any commitment or obligation, the consequences faced could range from administrative discipline to imprisonment and dishonorable discharge.

Our politicians, and the officials appointed by them, should be held to this same standard, as the job of a government is to provide for the safety and security of ALL its constituents, and not to a company. Honoring the commitments and obligations made to our citizens are the foundation of what we, the citizens, demand from our governing bodies. **OCIDA should therefore honor its obligations and commitments to Mrs. King.**

VALUE-ADDED

The question seems to be "Why won't OCIDA and the county honor their existing obligation to Mrs. King which allows her to live in her home for life?"

The answer is not as simple as "we don't want to lose the Micron deal." (Might I suggest that if that is not the driving reason, then OCIDA, the county, and the state are doing a poor job of convincing anyone of any other reason.)

This type of answer makes the question a binary one. There are, in fact, potential "both-and" solutions. These types of solutions would require OCIDA to be innovative, creative, and adaptable. The solutions can offer alternative operational plans or modifications to existing plans. These potential alternatives and/or modifications can demonstrate that the county will not just honor its obligations, but in fact, support Mrs. King, while simultaneously

helping Micron become more aligned with the townspeople who will be living cheek by jowl with them.

One example might be reversing the land on which Phase 1 and Phase 2 are built. This new location of the first fab would provide a more centralized location across all four fabs, making it easier to physically access each new phase thereafter, increasing the final efficiency, effectiveness, and therefore success rates of the Micron project.

Alternatively, instead of dishonoring their commitments, the county could ask the King's to consider permanently leasing the property to Micron. In this scenario, the county would provide the best advice to the King's to prevent them from being taken advantage of by a company worth more than \$250 billion. Mrs. King would be allowed to continue living on her property, the county honors their agreement and in fact, coordinates and mediates the leasing agreement.

These alternatives are not the only "both-and" solutions. With some creative brain-storming, there would be plenty of others.

But these two solutions highlight the problem with the initial question.

The real questions that the board has to answer of themselves, and then adequately explain to the public, is why OCIDA isn't supporting its legally binding agreement to Mrs. King, and why they are apparently harassing her (at best) or leading the charge for elder abuse (at worst). Why isn't OCIDA coming up with different, if not creative, alternatives that allow the county to honor its commitments.

If the answer is simplified to "Micron," then that begs the question of why the OCIDA board exists? The need for creativity and innovation are inherently human elements. It is the very core of why we continue to insist that a human be in the loop when it comes to impact on our citizens and on hard problems. If obligations and commitments can just be reversed, then there is no reason for the board, and any decision-making and indeed, ideas for development in the county, are nothing more than an AI algorithm.

Yet we do have a board, and they are human. Which means the hard solutions can in fact, be creative, and unexpected, and might I even suggest honorable. Only in these instances does the OCIDA board have value added.

Therefore, OCIDA should develop and consider creative and innovative alternatives that allow the county the opportunity to meet its obligations to Mrs. King.

FAILURE IN STRATEGIC PLANNING

Our military has entire staff elements dedicated to strategic planning. We have schools and training and in some services, entire career fields dedicated to planning. It is a non-trivial evolution.

Yet OCIDA and Onondaga County appear to have been slow to non-existent in their strategic planning. While the idea of an industrial park at the corner of Route 31 and Caughdenoy Road has been kicking around for, quite literally, decades, it is only NOW that the issue of Mrs. King's rights and the county's obligations are an issue. In all that time, has the county and the OCIDA board been hoping she and her husband would die? Besides the fact that ideas and hopes are not plans, much less strategic plans, the only other option is that the board and the county have not adequately planned.

This failure of the county and the OCIDA board should not be carried on the shoulders of one woman. One 91 year old woman. This failure of our governing bodies should be placed firmly on the shoulders of those who have failed to plan accordingly. The OCIDA and the county. Their failure to plan accordingly does not, and should not, make it an emergency for Mrs. King or in fact, for any constituent in Onondaga County. To be more clear, Mrs. King should not have to pay ANY price for the failure of the county. Neither should anyone else for that matter.

Therefore, OCIDA should NOT vote to evict, seize, or in any other way dishonor their commitment and obligation which would allow Mrs. King to live in her home and property for the rest of her life.

In a final comment, there is a consistent theme of dishonor in all the activities to date, which are trying to force Mrs. King from her home. I have been very careful to place this responsibility on the "county," the "board," or "OCIDA" in my letter. But all of these organizations are people. They include you, Sir, and every individual all the way to Ryan McMahan. May I share from my military background which include a post major command of 1500 staff and instructors with 42,000 graduating students per year, that acting with honor is often hard, and the only one who can make the decision about whether you want to act with honor, is you.

With Respect,

Connie Frizzell

CAPT, USN(Ret).

Tom Frizzell

CAPT, USN

EXHIBIT 22

From: Mark & Lisa Valletta <marklisav@gmail.com>
Sent: Wednesday, November 19, 2025 10:10 PM
To: Robert Petrovich <robertpetrovich@ongov.net>
Subject: Nov. 20, 2025 Public Hearing on Eminent Domain

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Mr. Petrovich,

OCIDA's mission statement includes the phrase "to use available powers in an efficient and cooperative manner".

OCIDA's website states "Every program and service that we offer is designed to build a more vibrant, thriving community."

Your agency's efforts to evict Azalia King are a misuse of the power entrusted to you. These efforts are building a community of mistrust.

We respectfully request OCIDA honor the agreement with Azalia King; allow her to spend the remainder of her life without the fear and upset of a relocation.

Mark and Lisa (Carlisle) Valletta
3125 Becker Rd
Spafford, NY

EXHIBIT 23

From: Stephen Carlisle <cobro1cs@gmail.com>
Date: November 19, 2025 at 9:57:21 PM EST
To: Robert Petrovich <RobertPetrovich@ongov.net>
Subject: King eminent domain

NOTICE: This email originated from outside of Onondaga County's email system. Use caution with links and attachments.

No.
Sent from my iPhone

EXHIBIT 24

Katie Turner

4188 Rigel Course, Liverpool, NY 13090
KatieTurnerArt@gmail.com

November 19, 2025

Mr. Robert M. Petrovich, Executive Director
OCIDA
335 Montgomery St., Floor 2M
Syracuse, NY 13202

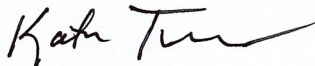
Dear Mr. Petrovich,

I am requesting OCIDA NOT use eminent domain to take Town of Clay residences. The public hearing on November 20th is scheduled during work hours and many residents cannot attend, which is why I am writing to you to make my request and comments concerning the issue at hand heard.

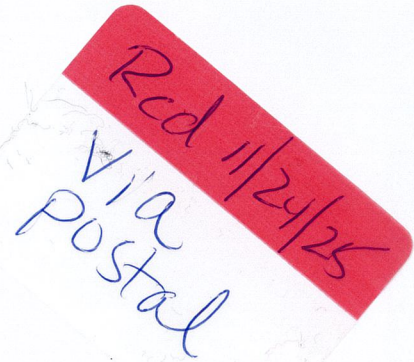
I am against OCIDA and any government, local, state or federal taking land for any reason. Taking private land, not to build roads, not to build bridges, not to build parks or waterways, or anything that will directly benefit the people who live there is wrong. You have and continue to take private land to rent/lease out to a private industry, hoping that there will be some benefits returned. There is no guarantee and the risks are high. You are using eminent domain to dismantle our community and the industry you are inviting into our community has a history of being a bad employer and a toxic polluter. As an average citizen, even I can see a huge potential for failed promises causing me and my neighbors to suffer greatly by OCIDA's disturbing disregard for those who live here. OCIDA has a lot of rhetoric promoting this toxic chemical industry and claiming prosperity but for whom!?! And at what cost!?!

OCIDA's use of eminent domain is yet another chapter in the same book of bulldozing residents for the sake of big business and profit. I strongly request OCIDA not use eminent domain.

Sincerely yours,



Katie Turner



KTurner
4188 Rigel Course
Liverpool, NY 13090



SYRACUSE NY 130

21 NOV 2025 AM 4 L

1775 ★



Attn: Mr. Robert M. Petrovich, Executive Director

OCIDA

335 Montgomery St., Floor 2M
Syracuse, NY 13202

13202-200935



EXHIBIT 25

From: Dawn Brocious <dawnbrocious@hotmail.com>

Sent: Thursday, November 20, 2025 10:02 AM

To: Robert Petrovich <robertpetrovich@ongov.net>; Nathaniel Stevens <natestevens@ongov.net>; Nancy Lowery <nancylowery@ongov.net>; Leonard Rauch <lenrauch@ongov.net>; Alexis Rodriguez <alexisrodriguez@ongov.net>; Robert Schoeneck <robertschoeneck@ongov.net>; Evan Carter <evancarter@ongov.net>; Jennifer Lerario <jenniferlerario@ongov.net>; Jackson Breed <jacksonbreed@ongov.net>

Cc: Dawn Brocious <dawnbrocious@hotmail.com>

Subject: Comments for November 20th Public Hearing OCIDA

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Please see the attached file regarding the above referenced. As I sadly was unable to attend the Public Hearing today, I am submitting the attached comments for the record.

Sincerely,
Dawn Brocious
Clay NY

With regard to the Onondaga County Industrial Development Agency (OCIDA) public hearing under New York's Eminent Domain Procedure Law I wish to submit the following comment(s):

As for the use of Eminent Domain by the OCIDA, first and foremost, you all should be ashamed of yourselves. Apparently, the almighty dollar means more to you than respecting a person's right to live where they choose, if it interferes with your plans. This was evidenced by the treatment of the former residents of Burnet Road, as well as what you are doing to Mrs. King.

Regarding the public use benefit of taking these properties:

"A private entity's pursuit of profit is not a public use benefit. The Court rejected the notion that "a private entity's pursuit of profit was a 'public use' . . . simply because one entity's profit maximization contributed to the health of the general economy"; and

"The use of eminent domain for private parties should be disfavored because: private takings allow inordinate private influence to distort the eminent domain process. In a taking primarily for a private benefit (e.g., the assembly of land for a real estate development), the single beneficiary of the taking (the developer) can obtain a relatively concentrated benefit. By contrast, in a taking primarily for the public benefit (e.g., the acquisition of land for a new highway), the beneficiaries of the taking (the future users of the road) are more numerous and can obtain only a relatively dispersed benefit. As a result, private parties that would directly benefit from takings have a stronger incentive than the general public to subvert the takings power for their own advantage in ways that are not necessarily socially desirable. Using eminent domain for private parties tends to encourage two additional types of inordinate influence. First, private parties that directly benefit from the state's use of eminent domain are typically not required to reimburse the state for the cost of the condemnations. Because private actors can use eminent domain to acquire land costlessly for their own objectives, these actors have an incentive to engage in excessive takings. Second, potential private beneficiaries can exploit disparities in legal and financial resources to obtain the state's condemnation authority. Indeed, while the primary beneficiaries of private takings tend to be real estate developers and corporations, as in this case, the primary victims of these takings tend to be the economically disadvantaged, the elderly, and racial and ethnic minorities".[The Public Use Requirement in Eminent Domain Law: A Rationale Based on Secret Purchases and Private Influence.](#)

How is this benefiting the public?

With regard for the proposed construction of a new WWTP for Micron on the property listed in the Notice of Public Hearing:

This is the first time that I have heard of this. As We live within ¼ mile of this proposed WWTP I have serious concerns regarding the effects of said WWTP on our health, well-being and property values and I want to know how these concerns will be addressed. And who is paying for the \$500 million WWTP?

"In a case control study, including 235 inhabitants living within a 500 m radius by a municipal wastewater treatment plant (cases) and 97 inhabitants living in a different area (controls), was conducted. A standardized questionnaire was self-completed by the participants which examined the general health perception and overall life satisfaction. Also, the concentration of airborne pathogenic microorganisms in aerosol samples collected around the wastewater treatment plant was investigated. Significant risk for symptoms such as headache, unusual tiredness, and concentration difficulties was recorded and an increased possibility for respiratory and skin diseases was reported. A high rate of the cases being irritable and moody was noticed. Significantly higher gastrointestinal symptoms were also reported among the cases in relation to the controls. The prevalence of pathogenic airborne microorganisms originating

from the wastewater treatment plant was reported in high numbers in sampling points close to the wastewater treatment plant". [Impact on the Quality of Life When Living Close to a Municipal Wastewater Treatment Plant - PMC](#)

Furthermore, properties near wastewater treatment plants may experience depreciation due to the **impact** of these factors on the quality of life and the perception of the neighborhood.

So, this proposed action and construction will benefit me and my neighbors how??

"Even though there is a "non-binding" term sheet and Micron has never committed formally or informally, to spend \$100 billion on the Clay Chip Fab, NYS has agreed to provide up to 5.5 billion in funding."

[Subsidy Sheet: Concerns Grow Over Micron Plant's Impact on Budget - Reinvent Albany](#)

"The Micron project is expected to cost taxpayers approximately \$667,000 per job created, assuming the company meets its target of employing 9,000 individuals. This figure is based on the total public subsidies disclosed to date, which exceed \$6 billion."

"In addition to the federal incentives provided under the federal Chips and Science Act, state officials estimate the incentives powering New York's agreement with Micron would exceed \$11 billion.[xli]

The terms included the following:

- Up to \$5.5 billion in refundable "Green CHIPS" state tax credits, awarded in two phases:
 - \$4.72 billion for "qualified investment" in New York
 - \$546 million in employment-based incentives
 - \$234 million for "research & development expenditures" in New York
 - Sales and use tax abatements valued at \$4.9 billion.[xlii] This included exemption of sales and use taxes "on all construction and building materials" subject to such taxes involved in construction of Phase 1.
 - A 49-year real property tax abatement, with estimated savings of \$284 million[xliii]
 - Up to \$200 million from NYS for local roadway improvements and other infrastructure[xliv]
 - \$100 million from NYS to seed a "community investment fund"[xlv]
 - Reinvestment into the industrial park of the \$30 million site purchase price (which would be exempted from the mortgage recording tax).
 - \$25 million in county payments:
 - \$10 million to help Syracuse University establish a "Semiconductor research and development initiative" in Syracuse
 - \$5 million "to assist with initial hiring during Fab Complex startup"
 - \$5 million "to support local skill development for Onondaga County residents"
 - \$5 million "façade grant" for "exterior improvements to the on-site structure"

- Guaranteed, and discounted, electricity supply from the New York Power Authority, for a savings valued at about \$3 million per year as of 2028[xlvi]

Micron stands to receive other negotiated benefits from the local sewer and water entities, as well as from National Grid, the local gas and electricity utility. These incentives must be considered separately however, due to Micron's uniquely large demand and the extent to which cost recovery for any discount is socialized through user fees. For instance, Onondaga County is considering building a \$500 million sewer treatment plant to accommodate Micron, though Micron would likely not be the only customer." [The Micron Test - Empire Center for Public Policy](#).

It would appear that Micron stands to benefit greatly from the project.

Lastly, who is providing oversight to prevent our tax dollars from being used for stock buybacks?

"The new report is the first to provide detailed data on stock buybacks and CEO pay at the first 11 corporations to sign preliminary CHIPS agreements with the Department of Commerce. These companies are in line for subsidies totaling nearly \$30 billion.

The analysis focuses on the \$39 billion in subsidies for semiconductor manufacturing in the 2022 CHIPS and Science Act, and specifically on the Biden administration's decision to grant preferential treatment in the awarding of these subsidies to firms that agree to forgo all stock buybacks for five years.

- The 11 companies with preliminary CHIPS agreements spent more than **\$41 billion on stock buybacks** between 2019 and 2023 — enough to provide 300,000 employees a \$27,541 bonus every year for five years.
- None of the companies in line for these subsidies have publicly committed to suspend existing share repurchase plans (which currently **authorize \$14.3 billion in buyback spending**) or to refrain from adopting new plans during the grant period.
- **Micron Technology's CEO was the highest paid, with total compensation valued at \$25.3 million in 2023. Half of Micron employees made less than \$54,570.**
- In a July 1 letter to Commerce Secretary Raimondo, **Senator Elizabeth Warren and House members Pramila Jayapal, Sean Casten, and Bill Foster** noted that the federal agency has the "statutory authority to fully ban CHIPS grant recipients from engaging in stock buybacks as a condition of award." The lawmakers expressed concern that unless the administration asserts this authority, they will "leave the door open for semiconductor companies to take millions or even billions in CHIPS grants, move some money around, and then engage in more stock buybacks."

CEOs with preliminary CHIPS agreements are sitting on company **stock holdings worth more than \$2.7 billion** (\$306 million on average), reflecting the enormous potential for executives to cash in on future buyback-related bumps in share price." [New Report Shows Need for Buyback Restrictions in CHIPS Program - Institute for Policy Studies](#)

We have listened to our elected officials tout this project AD NAUSEUM. We have been told how great it will be for us in the Town of Clay and the rest of the community. But the truth is, if you "follow the money" you quickly learn who really stands to benefit here. And it is not the public.

Respectfully,

Dawn Brocius

Clay NY

EXHIBIT 26

105 Edgemont Drive
Syracuse, NY 13214

November 20, 2025

**PUBLIC HEARING STATEMENT REGARDING THE PROPOSED
EMINENT DOMAIN PROCEEDING TO BE UNDERTAKEN BY
THE ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT
AGENCY AGAINST MRS. AZALIA KING**

My name is Jacob Miller, and I live at 105 Edgemont Drive in Syracuse. I would like to be clear that I favor the Micron project and have been rather excited about it. I would also like to say that I assume the 2005 legal agreement between the County IDA and the King family long predated Mr. Petrovich's assumption of the position of IDA Executive Director and very likely any and all of the present IDA Board. I assume that no one associated with the present Board bears any responsibility for the existence of that agreement.

Having said that I must also say that their present legal difficulties, at least potentially jeopardizing the Micron project have arisen from the rash and irresponsible belief that the project was too big to fail—that first, Mr. and Mrs. King both would surely have passed on by the time the IDA and Micron needed the house site--guaranteed to them til the end of their lives—and then, when that has turned out not to be the case with Mrs. King—that the courts must surely go along with either her eviction or her removal by eminent domain.

To say that trying to resort to eminent domain or eviction in this case would be an enormous wrong, even given what is at stake, is, I hope, stating the obvious. As a County taxpayer and voter I strongly believe the IDA must **not** go through with the eminent domain proceeding and must withdraw the eviction order. Of course I hope that the Micron project can be salvaged, at whatever cost in embarrassment (if nothing else) to the County and its IDA, by going back to negotiation with Mrs. King and/or Micron. If not, I will come away with the sense that, since Micron first appeared on the horizon, the IDA really, REALLY, **REALLY** screwed up the handling of the matter, and that resignations are in order.

With regard specifically to placing eminent domain before the courts, I suspect that whatever sense of certainty the IDA and County government may feel about the legal outcome is the certainty of desperation. The prospect of a court ruling in favor of Mrs. King seems just too horrible to contemplate. But given the tenuous legal standing of the *City of New London* Case as precedent for use of eminent domain in this sort of situation, that certainty is unwarranted. I don't know who Mrs. King's lawyers are, but I know of at least one fairly deep-pocketed legal not-for-profit that would, I think, love the opportunity for a rematch of *C. New London*—especially with the additional favorable aspect for their case of the 2005 lifetime residency agreement. However humiliating for the IDA the present circumstances are, they would seem to be far, far better than they would be if they pursue their current strategy in court and **lose**. And, of course, that goes for the interests of the County's taxpayers as well.

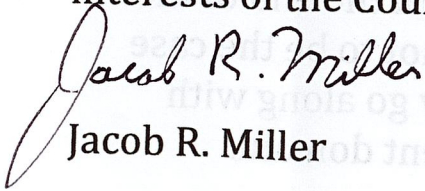

Jacob R. Miller

EXHIBIT 27

From: Onondaga County Office of Economic Development <noreply@ongoved.com>
Sent: Friday, November 21, 2025 3:00 PM
To: Nathaniel Stevens <natestevens@ongov.net>; Leonard Rauch <lenrauch@ongov.net>
Subject: New submission from Contact Us

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Name

Matt Spano

Email

rescue141x@twcny.rr.com

Telephone

(315) 461-7270

Zip / Postal Code

13,135

Please fill in any questions or comments

Leave that 91 year old alone you bunch of corrupt thugs. You signed a contract now stop being a bunch of bullies

How can we help you?

- Other

EXHIBIT 28

Mr. Petrovich,

I want to make it known that I stand with the king family and Mrs. Kings right to stay in her home.

The contract was made giving her life use and a contract is a contract. Not keeping your end of the bargain shows that OCIDA and our county government cannot be trusted.

It feels very much corporations over people. The citizens who live in Clay should be respected and instead we have been treated with disrespect. It's very clear where OCIDAs priorities are.

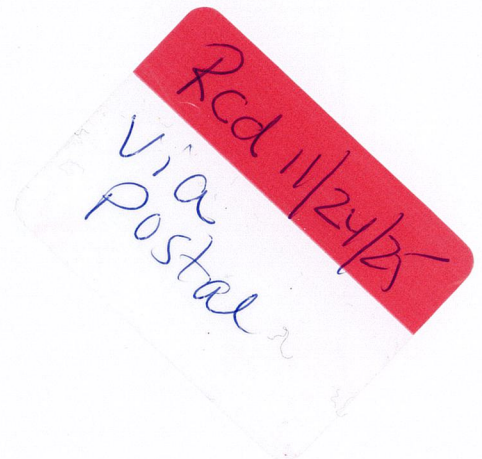
Furthermore, the use of eminent domain for a private company isn't what the law intended. The county and OCIDA is taking advantage of the system to hurt the people who have paid taxes here and lives here all their lives.

I'm absolutely disgusted with this county since I saw how they moved on the people on burnet rd.

Residents are starting to see just how much our local government doesn't care about us.

Renee Cordell
8558 McNamara Dr
Clay

Renee Cordell



Cordell
8558 McNamara Dr.
Clay, NY 13041

ROCHESTER NY 144

22 NOV 2025 PM 1 L



1775 ★ 2023

FOREVER USA

Robert M. Petrovich, Executive director, OCIDA
335 Montgomery St.
Floor 2M
Syracuse, NY 13202

13202-200935

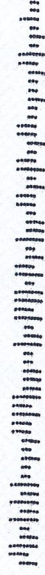


EXHIBIT 29

SYRACUSE NY 130

21 NOV 2025 AM 3 L



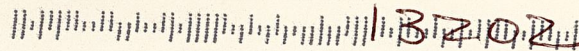
1775 ★



Rcd
11/24/25

Robert Petrovich
OCIDA
335 Montgomery St.
Floor 2 M
Syracuse, NY.

202-200935



November 2025

Robert Petrovich and
whomever has supported
the eminent domain
Proceeding against Ms. King,

I hope that any legal
contracts of your own &/or
your families will be
nullified and that your/
their rights are ignored.

If it becomes publicly
known, that would be
gratifying.

How dare you?!

An Onondaga County
Resident