

COUNTIES OF WARREN AND WASHINGTON

INDUSTRIAL DEVELOPMENT AGENCY

5 Warren Street, Suite 210
Glens Falls, New York 12801

Telephone: (518) 792-1312

At the Board Meeting of the Counties of Warren and Washington Industrial Development Agency held on **February 18th, 2020** at the Warren County Municipal Center, Lake George, NY, the following members were:

PRESENT:

Dave O'Brien	Chair
Craig Leggett	Vice Chair
Michael Bittel	Sec/Treasurer
Brian Campbell	Member At-Large/Park Chair/Contracting Officer
Bruce Ferguson	WWIDA/WWCDC Member
Nick Caimano	WWIDA/WWCDC Member
Mike Wild	WWIDA/WWCDC Member
Dan Bruno	WWIDA/WWCDC Member
Lester Losaw	WWIDA/WWCDC CEO/CFO

ABSENT:

ALSO PRESENT:

Alie Weaver	Office Administrator
Kara Lais, Esq.	FitzGerald Morris Baker Firth PC
Jack Kelley	Coldwell Banker Commercial
Neal Orsini	President FELPDC
Katie DeGroot	Public
Robert Dillon	Hartford Board Member
Mike O'Connor	
John Davison	
Dan Shaw	
Dana Haff	
Mark Wescott	
Travis Whitehead	
Laura Chadwick	

The minutes of the meeting were taken by Alie Weaver, Office Administrator. Dave O'Brien called the meeting to order at 4:00 p.m. Attendance was taken by roll call and the needed quorum was confirmed.

Approval of minutes:

Mr. Caimano made a motion to approve the minutes of the January 21, 2020 Board Meeting. Mr. Leggett seconded the motion and all voted in favor of the motion by voice vote.

Accounts Payable:

Chair O'Brien presented the payables. Mrs. Weaver noted a correction to the payables with an additional \$71.58 for the purchase of cables for live-streaming.

Mr. Campbell made a motion to approve the January payables as amended, Mr. Caimano seconded and motion was carried and approved by roll call vote with Mr. O'Brien abstaining.

Park Business –

Mr. Kelley presented a contract to purchase Lot 3 by the owner of Kenyon Properties for off-site parking for \$51,000.

Ms. Lais noted a covenant variance for the use of this land would need to be granted and clarification needs to be made regarding acceptable screening.

Mr. Kelley stated the potential owner would not be willing to fence the property but would be willing to plant evergreens around the boundary line.

Ms. Lais also noted the contract is contingent upon having governmental approvals in place.

The contract was approved contingent on the Board's final review after Kingsbury Planning Board's site plan approval.

Ms. Lais verbally read the resolution to the Board to approve the contract. Mr. Campbell made a motion to approve and Mr. Bittel seconded and roll call vote as follows:

VOTING:	AYES	NAYS	ABSTAIN	ABSENT
Dave O'Brien	X			
Michael Bittel	X			
Craig Leggett	X			
Bruce Ferguson		X		
Ginny Sullivan				X
Nick Caimano	X			
Mike Wild	X			
Dan Bruno	X			
Brian Campbell	X			
TOTALS	7	1		1

Mr. O'Brien stated there is interest in the lots that Kubricky had been considering. This company is interested in installing solar panels and are preparing a proposal to purchase that property.

Mr. O'Brien stated there is also interest from a company looking to build a 50,000 square foot warehouse where the old Washington County Sewer District was. Mr. O'Brien stated he is working on having this land turned over to the IDA.

Old Business –

PILOT Billing Update – Mrs. Weaver stated all but two projects have paid their Town, County and Special District taxes.

Recapture Policy – Mr. O'Brien stated three projects are being reviewed for potential recapture.

Dewatering Facility Update – A resolution was presented approving various action items relating to 1400 Towpath Lane.

Mr. O'Brien read a statement regarding the status of the potential WL Plastics project and surrounding land.

He noted potential risk is not receiving funding and referred to the information on funding options in the meeting packet.

Mr. Bittel made note that the resolution stated the three parcels were in the Town of Fort Edward when in fact two were in the Town of Fort Edward and one parcel was in the Town of Kingsbury.

Mr. O'Connor noted proposed deeds were ready to be reviewed by counsel, then fully executed and recorded. He also

noted a cost analysis showed a total of \$675,000 in contribution of land from WCC to the IDA to provide durable access.

Mr. O'Brien stated, according to Laura Oswald, this donation can be used as a match for funding, noting the title can't be transferred until the funding application has been made.

Mr. Haff expressed concern over the speediness of this transaction without extensive review of potential issues in the future. Mr Haff stated he understood Kingsbury would not take the road. Mr. O'Brien stated that he had heard differently.

(Mr. O'Brien has made a correction that Kingsbury Supervisor said that if there were restrictions on the use of the land Kingsbury would not take it.)

Mr. Wescott asked Mr. Orsini what the FELPDC's intentions are for the property Mr. Orsini stated hopeful expectations were for sale to WL Plastics with the remaining land bring purchased by the IDA for resale purposes. He also noted the wharf access is not controlled by FELPDC.

Mr. Whitehead expressed concern over an earlier proposal from WCC to be granted a permanent exclusive restrictive easement. He also expressed concern that an option on FELPDC land bordering the wharf area was proposed to FELPDC and, stating traffic could be restricted over the causeway. He suggested retaining fee simple title to the land underneath the causeway so everyone would have access to the wharf.

Mr. Shaw voiced concern over Peckham Industry possibly not having access to the wharf.

Mr. O'Brien noted use of the wharf would have to be addressed with NYPA, Canal Corp and the EPA who own and control the wharf and according to Canal Corp there is no public access at this time to the wharf. The access points were for use by GE during the sediment processing.

Mr. Davison stated they have owned the property for thirty years and no one other than GE has shipped out of the wharf nor has anyone directly approached them with interest.

Mr. O'Brien summarized the presenting resolution as listing four items:

Allows the IDA to apply for the road.

Allows the IDA to apply for Upstate Revitalization Initiative (and any other) funding for the bridge.

IDA acceptance of the three parcels donated by WCC.

Execute a lease agreement on the property for tax exemption.

Mr. Leggett called to question the resolution and Mr. Campbell seconded with a unanimous roll call vote and the resolution was carried.

New Business -

Wetland Proposal – Mr. O'Brien stated the \$6,500 proposal from Ms. Roberts was included in the meeting packets for review.

Mr. Kelley stated there were several lots along Casey Road that had potential for development where a complete delineation would be beneficial for those parcels.

Mr. Kelley stated lots by Ferguson Lane has expanded wetlands where Ms. Roberts would do a visual to see if they are able to be developed.

Mr. Leggett made a motion to accept the proposal and Mr. Campbell seconded. All voted in favor by voice vote.

Health Insurance Budget – Mr. O'Brien stated a proposed budget was included in the meeting packets with a maximum allowance of \$8,000 annually for employee health insurance.

Mr. Leggett made a motion to approve the budget and Mr. Wild seconded. Mr. Bittel recused himself and all else voice voted in favor.

Kubricky Resolution – Mr. O'Brien stated a previous resolution authorizing a sales and purchase contract had been passed to sell Kubricky some industrial park lots, which they've since backed out of the contract.

A motion was made to approve the new resolution to rescind the original resolution. Mr. Campbell made a motion to approved this resolution and Mr. Bruno seconded. All voted in favor by voice vote.

Acquisition of Property – Mr. O'Brien stated he will not make any decisions without consulting with the executive board

and, if needed, the full board.

Adjournment: There being no further business, Chair O'Brien adjourned the meeting at 6:55 p.m.

Industrial Park Infrastructure Development Funding Opportunities

This summary is intended to very generally describe several key funding opportunities that could be considered for infrastructure improvements at the former GE Dewatering Facility. Other opportunities may be available depending on timing and need.

URI

Agency: Empire State Development

Purpose: Economic Development, job creation.

Application dates: Open until funding depleted.

Eligible Applicant: Eligible applicants include for-profit businesses; not-for-profit corporations; business improvement districts; local development corporations; public benefit corporations (including industrial development agencies); economic development organizations; research and academic institutions; incubators; technology parks; municipalities; counties; regional planning councils; tourist attractions; and community facilities.

Eligible Projects: Projects must demonstrate they are “regionally transformative.”

Funding Min/Max: Case by case.

Match Requirement: URI funding is anticipated to leverage at least \$5 of private sector spending for every \$1 of public sector funds. However, this applies to the overall statewide program and can vary considerably project to project.

Economic Development Purpose Grant/CFA

Agency: Empire State Development

Purpose: Economic Development, job creation.

Application dates: Typically May to July.

Eligible Applicant: Eligible applicants include for-profit businesses; not-for-profit corporations; business improvement districts; local development corporations; public benefit corporations (including industrial development agencies); economic development organizations; research and academic institutions; incubators; technology parks; municipalities; counties; regional planning councils; tourist attractions; and community facilities.

Eligible Projects:

- Acquisition or leasing of land, buildings, machinery and/or equipment
- Acquisition of existing business and/or assets
- Demolition and environmental remediation
- New construction, renovation or leasehold improvements
- Acquisition of furniture and fixtures; soft costs up to 25%
- Site specific planning and feasibility studies
- Site and infrastructure development

Funding Min/Max: No specific max, but grant will typically fund no more than 20% of project costs.

Match Requirement: 80% of project costs including 10% equity.

FY 2020 Public Works and Economic Adjustment Assistance Programs

Agency: US EDA

Purpose: Economic Development, job creation.

Application dates: Typically annual, application due September 2020 latest.

Eligible Applicant: District Organization of a designated Economic Development District; (ii) Indian Tribe or a consortium of Indian Tribes; (iii) State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions; (iv) institution of higher education or a consortium of institutions of higher education; or (v) public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State.

Eligible Projects: EDA solicits applications from applicants in rural and urban areas to provide investments that support construction, non-construction, technical assistance, and revolving loan fund projects.

Funding Min/Max: \$1.5 million max.

Match Requirement: Generally, the amount of an EDA award may not exceed 50 percent of the total cost of the project.

Economic Infrastructure Grants

Agency: Northern Border Regional Commission; administered by NY DOS

Purpose: Infrastructure

Application dates: Due about May, awards around July.

Eligible Applicant: Public bodies, IRS recognized 501(c) organizations, Native American tribes, and the four NBRC State governments including Washington County.

Eligible Projects:

- Revitalize and modernize essential infrastructure in Northern Border region communities,
- Increase access, affordability, and use of high speed telecommunications by Northern Border residents and businesses,
- Stabilize and reduce electric and thermal energy costs,
- Retain, expand and diversify business enterprise that capitalizes on the region's natural, cultural, and economic assets,
- Position the Northern Border region as an attractive and supportive place for creative and entrepreneurial people,
- Support and expand a highly productive workforce with skills suited to existing and future business needs,
- Foster entrepreneurial leadership and capacity for community economic development, and
- Inform and align local, state, and regional economic development decision making with regional data and perspectives.

Funding Min/Max: \$500k max.

Match Requirement: Projects in Washington County require a 20% match.

BUILD (former TIGER)

Agency: US DOT

Purpose: Surface transportation. *Note that creating economic competitiveness is a funding priority.*

Application dates: due around July.

Eligible Applicant: State, local, and tribal governments, including U.S. territories, transit agencies, port authorities, metropolitan planning organizations (MPOs), and other political subdivisions of State or local governments.

Eligible Projects: Surface transportation capital projects that include, but are not limited to: (1) Highway, bridge, or other road projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, United States Code; (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); and (5) intermodal projects.³ Improvements to Federally owned facilities are ineligible under the FY 2019 BUILD program. *Note that while the road is not Federal highway eligible, the Dewatering site will be eligible as an intermodal facility*

Funding Min/Max: Minimum \$5 million, maximum \$25 million.

Match Requirement: Per the Consolidated Appropriations Act, 2019, BUILD Transportation grants may be used for up to 80 percent of the costs of projects located in an urban area and up to 100 percent of the costs of a project located in a rural area. *Note that the Dewatering facility is in a rural area.*

STBG Surface Transportation Program-Off System Bridge

Agency: AGFTC

Purpose: Bridge Infrastructure

Application dates: Annual program updates.

Eligible Applicant: Municipalities within AFGTC service area.

Eligible Projects: Road and Structure must be publicly owned; Bridge must have a BIN (identification) number.

Funding Min/Max: none.

Match Requirement: none.

Additional Notes

- Federal and State funding sources can typically be combined to match each other.
- Project and grant administration should be considered when evaluating project costs.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (being the date of last execution hereof by the parties), by and between **FT. EDWARD LOCAL PROPERTY DEVELOPMENT CORPORATION**, a New York State not for profit corporation, with an address of 118 Broadway, P.O. Box 127, Fort Edward, NY 12828 (the "Landlord"), and **COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY**, a New York State public benefit corporation created by New York State General Municipal Law §890-c, with an address of 5 Warren Street, Glens Falls, NY 12801 (the "Tenant"). In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **LEASED PREMISES:** Landlord is the owner of and shall lease the land and improvements known as 1400 Towpath Lane located in the Town and Village of Fort Edward, County of Washington in the State of New York and referred to as tax map parcel numbers 163.15-1-4 and 163.15-1-20.1 and more particularly described in the attached Schedule A ("Premises" or "Leased Premises") to Tenant.

2. **USE:** Tenant shall have the exclusive right during the term of this Lease to use and possess the Leased Premises. Tenant shall comply with the requirements of all local, state and federal laws that are applicable to its use of the Leased Premises. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

3. **TERM:** The term of this Lease shall commence on the Effective Date and shall terminate on _____ (the "Term"). Tenant shall have the right to terminate this Lease Agreement at any time during the Term upon ten (10) days advance written notice to Landlord, unless said notice is waived by Landlord.

4. **RENT:** During the term of this Lease, Tenant shall pay rent to Landlord in the amount of One Dollar (\$1.00) per year.

5. **TAXES:** Landlord shall be responsible for the payment of all real property taxes, assessments, or other governmental charges that shall or may be imposed on, or arise in connection with the use of Leased Premises during the term of this Lease. Said payment shall be made on or before the last day on which payment may be made without penalty or interest

6. **UTILITIES:** Landlord shall be solely liable for utility charges as they become due, including, but not limited to, charges for sewer, water, gas, electricity, internet and telephone services.

7. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS:** Tenant shall have the right to make any alterations, additions or improvements to the Leased Premises with the written consent of Landlord. All alterations, additions and improvements on or in the Leased Premises shall become part of the Leased Premises and the sole property of Landlord, except that all

moveable trade fixtures installed by Tenant shall be and remain the property of Tenant.

8. MAINTENANCE: Landlord shall maintain the Leased Premises in good order and shall be responsible for all general and routine repairs and maintenance to the Leased Premises, including snow removal, landscaping, costs for security measures, janitorial expenses, lawn care, and for general repairs. Upon the expiration of a Lease term that has not been renewed, Tenant shall surrender the Leased Premises to Landlord in the same condition (with the addition of improvements consented to by Landlord) as they were upon the commencement of this Lease. Landlord shall make repairs to all portions of the Leased Premises and the parking areas, sidewalks, curbs, driveways constituting a part thereof and/or adjoining the same and shall keep such areas in a clear and orderly condition, free of debris, snow and ice.

9. SIGNS: *This section is intentionally left blank.*

10. PARKING: *This section is intentionally left blank.*

11. NO BROKERS: Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

12. SECURITY DEPOSIT: There shall be no security deposit required for this Lease Agreement.

13. INSURANCE: During the term of this Lease, Tenant shall obtain, keep in full force and effect, and provide Landlord with evidence of the following insurance policies ("Policies"), more particularly described below: public liability, personal injury, fire or other casualty.

a. Public Liability/Personal Injury. Tenant, at its sole expense, shall maintain at all times during the term of this Lease public liability insurance with such amounts and limits as Landlord may from time to time reasonably require.

b. Fire or other casualty. Tenant, at its sole expense, shall at all times during the term of this Lease keep the Leased Premises insured against loss or damage by fire, with extended coverage, and such other insurable hazards as may be reasonably determined by the Landlord in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings and improvements with the exception of site work, footings and foundations.

Said Policies shall name Landlord as an additional insured(s) and certificates of insurance shall be provided to Landlord upon the execution of this Lease. Tenant shall procure and pay for renewals of such Policies prior to the expiration thereof, and Tenant shall deliver to Landlord and any additional insured, a certificate evidencing the renewal at least ten (10) days before the expiration of any existing policy. All Policies shall be issued by companies licensed to do business in New York and shall be reasonably satisfactory to Landlord. All Policies shall contain a provision

whereby the same cannot be canceled or modified unless Landlord, and any additional named insured, are given at least twenty (20) days prior written notice of such cancellation or modification.

14. *This section is intentionally left blank.*

15. ASSIGNMENT AND SUBLETTING: Tenant shall not assign or sublet this Lease, in whole or in part, nor shall Tenant convey any interest in the Leased Premises to any other party, without first obtaining the written consent of Landlord. Any consent to a particular assignment, sublet or conveyance shall not be deemed to be a consent to any subsequent assignment, sublet or conveyance. Such consent shall not be unreasonably withheld or delayed.

16. DEFAULT: Any of the following events by Tenant shall constitute a default of this Lease (hereinafter "Default"):

a. The failure of Tenant to remedy, to Landlord's satisfaction, any noncompliance by Tenant of any of the agreements, terms or conditions of this Lease within ten (10) days after written notice requesting compliance is mailed to Tenant in accordance with the terms of this Lease Agreement.

b. If Tenant abandons the Leased Premises.

17. EFFECT OF DEFAULT: Upon a Default, the Landlord may terminate this Lease by giving Tenant written notice of said termination, in which event this Lease shall expire and terminate on the date specified in said notice, with the same force and effect as though the date specified was the original expiration date of this Lease. All rights of the Tenant under this Lease and in and to the Leased Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Leased Premises to the Landlord on the date specified in said notice.

18. DAMAGE OR DESTRUCTION: If the Leased Premises are rendered wholly untenable through destruction by fire or other cause through no fault of Tenant, then Tenant shall have the right to terminate the Lease, within sixty (60) days of destruction, and apportion the rent to the time of destruction. In the event of minor damage caused by fire or other cause through no fault of the Tenant to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this section Landlord shall not be liable for any delays resulting from governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Rents and other charges paid in advance of any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made any such advance payments shall be refunded to Tenant. The provisions of this section extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and

which renders the Leased Premises, or any appurtenances thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purpose.

Landlord shall not be responsible to Tenant for any loss or theft of property in or from the Leased Premises, or for any loss or theft or damage of or to any property left with any employee of Landlord. Landlord shall not be liable for any damage caused by water, rain, snow or ice, or by breakage, stoppage or leakage of water, gas, heating, air conditioning, sewer or other pipes or conduits, or arising from any other cause, in, upon, about or adjacent to the Leased Premises.

19. REPAIRS. Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in any part of or appurtenance to the plumbing, electrical, heating, air conditioning or other systems serving, located in, or passing through the Leased Premises.

20. CONDEMNATION:

a. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain or conveyed by Landlord in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

b. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, a portion of the Leased Premises shall be taken under power of eminent domain or conveyed by Landlord in lieu of such taking that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of subdivision (a) of this Section, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the condemnor of that portion of the Leased Premises that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

c. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

d. Award. All compensation awarded for any taking, whether for the whole or a portion

of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise, the Tenant hereby assigns to Landlord all of the Tenant's rights, title to, and interest in any and all such compensation. However, Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, damage to, depreciation of, or cost of removal of fixtures, personalty and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

e. In the event of any termination of this Lease as the result of the provisions of this Section, Landlord and Tenant effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease.

21. MECHANIC'S LIENS. *This section is intentionally left blank.*

22. ENTRY TO PREMISES BY LANDLORD. Landlord shall have the right to enter the Leased Premises at all reasonable times for the purpose of:

- a. inspecting the same; or
- b. making any repairs to the Leased Premises.

23. SUBORDINATION: This Lease and all the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages, whether fee or leasehold mortgages, which may now or hereafter affect the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions thereof, and advances thereunder.

24. EASEMENTS, AGREEMENTS OR ENCUMBRANCES: The parties shall be bound by all existing easements, restrictions, covenants, agreements and encumbrances of record relating to the Leased Premises.

25. *This section is intentionally left blank.*

26. *This section is intentionally left blank.*

27. *This section is intentionally left blank.*

28. MEMORANDUM OF LEASE: Landlord and Tenant contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, Landlord and Tenant shall execute a memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

29. *This section is intentionally left blank.*

30. *This section is intentionally left blank.*

31. *This section is intentionally left blank.*

32. NO REPRESENTATIONS BY LANDLORD. Landlord and Landlord's agents have made no representations or promises with respect to the Leased Premises, the land upon which the Leased Premises is erected except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

33. QUIET ENJOYMENT: Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided in this Lease, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

34. BINDING EFFECT: This Lease shall be binding upon Landlord and Tenant and their legal representatives, successors and permitted assigns of the parties.

35. WAIVER: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more of all of such rights and remedies may be exercised at the same time.

36. NOTICES: All notices required to be given under this Lease shall be in writing and sent by certified mail, return receipt requested, to Tenant at the Leased Premises or to Landlord at its address stated at the beginning of this Lease. Notices shall be deemed given two (2) days after the date of mailing.

37. APPLICABLE LAW: This Lease shall be governed by and construed in accordance with the laws of the State of New York.

38. LITIGATION: Any litigation with regard to this Lease shall be brought in a court located in Washington County, New York,

39. SECTION HEADINGS: The section headings of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the

interpretation of the provisions of this Lease.

40. SEVERABILITY: If any clause, sentence, paragraph, subdivision, section, or part of this Lease or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this Lease, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

41. ENTIRE AGREEMENT: This instrument is the entire agreement of the parties and supercedes any prior agreements and understandings, whether written or oral and all prior written instruments affecting the Leased Premises. Any changes to this Lease must be in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed this Lease as of the Effective Date.

LANDLORD:

FT. EDWARD LOCAL PROPERTY DEVELOPMENT CORPORATION

A New York State Not for Profit Corporation

By: _____

Name: _____

Title: _____

DATE OF EXECUTION: _____, 2020

TENANT:

COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

A New York State Public Benefit Corporation

By: _____

Name: David O'Brien, Chairman

DATE OF EXECUTION: _____, 2020

Proposal to:
Counties of Warren and Washington Industrial Development Agency (IDA)
5 Warren Street | Suite 210
Glens Falls, New York 12801

For :
Wetland Assessment and Delineation
Warren Washington IDA Industrial Park
Kingsbury, NY

February 5, 2020

I. SCOPE OF WORK

The purpose of the proposed work is to assess the extent of jurisdictional wetlands on unsold lots within the **Warren Washington IDA Industrial Park (IDA IP)**. The project area is a portion of the IDA IP parcel shown on the attached Figure, located north of Casey Road, and east of County Line Road in Washington County, New York. The scope of work herein is proposed in phases. The first task is a site walk to roughly assess the current site conditions and approximate extent of wetlands on undeveloped parcels. Secondly, Part A is for a field wetland delineation of three lots that border Casey and/or County Line Roads. Part B includes evaluation of a second group of lots (defined below) bordering and east of Ferguson Lane to determine the approximate extent of wetlands and suitability of these for future development. Part B will result in a recommendation for which lots should have detailed wetlands mapping completed in a second phase of work. No work north of lots 20 & 25 is proposed at this time.

The entire IDA IP was the subject of an initial detailed wetland delineation and permitting in 1996 - 1998. At that time of the original work in the late 1990's, the wetland delineation utilized a regulatory exemption for prior converted cropland. This means that farmed areas of the parcel were allowed to be designated as usable upland, even in some areas where wetland conditions were present. In addition, in order to facilitate the construction of Ferguson Lane, and development of some of the most desirable lots along the road, a permit was obtained from the US Army Corps of Engineers in 1998, which established a wetland mitigation area. The wetlands enhanced and created by this mitigation project were used to compensate for fill required on other parts of the property, and were subsequently used to support two other development projects locally. The construction of mitigation wetland resulted in the intentional creation of an expanded area of wetland in the center of the IDA IP. This increase in the retention of water to support the wetland mitigation area, along with the natural conversion over two decades of areas of previously farmed wetlands to existing wetlands, has likely combined to alter the extent of wetlands throughout the IDA IP. Logging in the northern and eastern part of the IDA IP has left some previously forested areas with altered hydrology from ruts and skidder tracks, that has also potentially altered wetland boundaries.

Since wetlands boundaries can change due to a number of processes, the regulatory agencies generally require a new delineation every 5 years. This regulatory requirement, along with the site changes described herein, makes it advisable for IDA to re-assess the current extent of wetlands prior to deciding how to market the remaining undeveloped parcels.

This proposal includes an initial site walk and preliminary wetland assessment of all of the parcels outlined in orange and green on the attached figure. Pending the outcome of the site walk, flagging of wetlands regulated by the U.S. Army Corps of Engineers (USACE) is proposed in two phases. Part A includes lots 3, 4, 5 and 7. For Part A, the Scope includes field delineation, preparation of a delineation report, and co-ordination with the land surveyors to locate the flagging. This proposal does not include the cost of the survey work to locate the wetlands flags in the field. [Note: Background information indicates there are no wetlands regulated by the New York State Department of Environmental Conservation (DEC) within the project area.]

Part B includes a walkover and assessment of the extent of wetlands on lots 11, 15-20 and 25-34. The rough extent of wetlands will be assessed and the effort necessary to conduct formal wetland delineation under existing conditions will be estimated. Delineation on these lots would be done under a future scope of work.

Task 1 - Review Mapping Resources

ROBERTS ENVIRONMENTAL CONSULTING, INC. will review prior wetland mapping information and project background. Mapping sources include: former wetland mapping and permitting within the IP, topographic mapping, NRCS soils mapping, available site plans, recent aerial photographs, U.S. Fish and Wildlife Service National Wetland Inventory (NWI) mapping, and other relevant sources of information. The mapping data will be used to identify former and existing extent of wetland resources based on vegetation, soils and topography.

Task 2 - Site Walk and Preliminary Wetland Assessment

The undeveloped lots shown in light and dark orange and in green on the attached figure (including lots 3, 4, 5, 7, 11, 15-20 and 25-34), will be walked during the growing season, after April 1, 2020. The majority of the area east of Ferguson Lane has been logged, making delineation of wetland boundaries more difficult. It is proposed that the wetland assessment occur in this area in the spring to facilitate the estimate of the extent of wetlands and minimize the time required to complete a full delineation based on the observed field conditions. Completion of this task during the spring during normal high water conditions reduces the time and costs necessary in the field to estimate approximate wetland boundaries, but will in no way increase the area of wetland delineated. See Section II for further discussion of the planned work schedule. During the site walk, the conditions of the berm at the north edge of the property will also be visually inspected.

Task 3 - Part A - Wetland Delineation and Data Sheets

ROBERTS ENVIRONMENTAL CONSULTING, INC will delineate and flag existing wetland resources according to the three parameter approach (hydrophytes, hydric soils, and hydrology) of the 1987 *U.S. Army Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratories, 1987) and the *Interim Regional Supplement to the Corps of Engineers Wetland Delineation*

Manual: Northcentral and Northeast Region (USACE, October 2009). The area to be included in Part A are lots shown in green on the attached map, including Lots 3, 4, 5 and 7. ROBERTS will provide sketch plans indicating the approximate GPS location of the sequentially numbered wetland flags, as delineated in the field by ROBERTS. This sketch map of the boundaries will be provided, as requested by WWIDA, to land surveyors to update the wetlands as mapped for previous permitting efforts. The plan with final wetland boundaries for these lots will be provided to ROBERTS for review. ROBERTS will also collect data to prepare datasheets to document the delineation, as required by the regulatory agencies.

Task 4 - Part A - Wetland Delineation Report

Using data collected in Tasks 1-3, ROBERTS ENVIRONMENTAL CONSULTING, INC. will prepare a brief delineation report documenting the extent of wetlands determined in the field. The report will include methods used in the delineation, results of the delineation, data sheets and photos. ROBERTS ENVIRONMENTAL CONSULTING, INC. will use field data to evaluate the connection of the wetlands present on site to Waters of the US, as defined by the USACE. This proposal does not address additional costs associated with further permitting with the USACE.

Task 5. Part B - Wetland Assessment for Future Delineation Memo

Using observations made in the field, a generalized sketch of site conditions and a memo will be prepared, with recommendations regarding which lots should be fully delineated. A separate cost estimate will be prepared upon IDA's concurrence on the selection of lots on which to conduct formal wetland delineations within Part B.

Task 6. Correspondence and updates

Roberts will co-ordinate and meet with Tom Jarrett of Jarrett Engineers and the WWIDA to update on the progress on results of the wetland delineation and assessment.

II. WORK SCHEDULE

The majority of the fieldwork is proposed for spring (April - May) 2020. Work is proposed for spring because it makes the identification of the wetlands more efficient since the amount of water at or near the surface (the required hydrology for a wetland) can easily be seen in the field. This will in no way make the extent of wetlands larger, because the same criteria would be used in the dryer summer months, only using less obvious indicators in the soil to identify the hydrology. This means the wetland scientist would dig numerous holes to confirm whether water was likely at or near the surface in the spring. Background research on this project will commence following our receipt of your signed acceptance of this proposal and retainer. The time required to complete the field work and sketch map is six weeks from initiating the field work, unless unforeseen delays are encountered due to weather conditions, actions taken by regulatory authorities or delays in the work conducted by other agencies or contractors (surveyors or engineers) are encountered.

III. COMPENSATION SCHEDULE

1. Services are charged on a time charge basis, payable monthly as charges accrue, with an hourly fee of \$105. Non-salary expenses include, but are not limited to cost of:

transportation, telephone charges, printing and reproduction, and consumable supplies. The estimate below is based on the assumptions in Sections I-II above. Additional tasks will be performed on a **time and materials** basis.

2. The estimated fee for our services under this proposal is **\$6,510.00**. This figure is based on the following:

Task 1: Background	\$ 525.00
Task 2: Field Assessment	\$1,680.00
Task 3: Part A - Field Delineation	\$2,100.00
Task 4: Part A - Delineation Report	\$1,050.00
Task 5: Part B - Memo	\$ 525.00
Task 6: Meetings	\$ 630.00
TOTAL	\$6,510.00

3. These figures include preparation of maps, memos, travel, consumables, equipment, and overhead. This estimate includes costs associated with our services to complete the Tasks 1-6, as described in the above Scope of Work. Due to the size and complexity of the site, the costs above are approximate. The Owner will be billed only for hours accrued. Extra costs will not be incurred without approval of the Owner.
4. Any services not specifically mentioned herein will be deemed extra services. Such extra services include permitting, extra meetings with the Owners, agencies, representing the Owner at additional public hearings, printing of documents, and any other task not specifically described above. Extra services will be billed on a time charge plus expenses basis.

IV. TERMS AND CONDITIONS

1. Where mentioned herein, the term Owner shall mean the Owner or developer of the project.
2. You, the Owner of the Project shall provide Roberts ENVIRONMENTAL CONSULTING, INC. with full information as to your requirements for the Project.
3. All balances are due when an invoice is presented. Balances that are overdue by sixty days shall be subject to interest charges of 1% per month, 12% per annum, from the date of the invoice, and will be subject to reasonable costs of collection and attorney's fees.
4. The Owner of the Project shall designate in writing a person to act as your representative with respect to the services that are to be rendered under this proposal.

5. Under the current proposal, it is assumed that ROBERTS ENVIRONMENTAL CONSULTING, INC will conduct field work only on property that is the subject of this proposal. It is assumed that no field work will be required to determine hydrologic connections on other parcels.
6. ROBERTS ENVIRONMENTAL CONSULTING, INC. will perform professional evaluations according to accepted practices, and when requested by the Owner as an additional task prepare letters of transmittal, requests for permits, and letters of jurisdiction to agencies, governing bodies, or other designated parties. Performance of these services is in no way a warranty that approval of such actions and requests is forthcoming by the agencies, governing bodies, or other designated parties. The submission of requests to one agency or governing body does not imply or guarantee that other agencies or governing bodies will not determine that they have overlapping jurisdiction. Should additional requests, research, or reports be required, ROBERTS ENVIRONMENTAL CONSULTING, INC. will not be responsible for direct or indirect costs of such additional work or associated delays.
7. The Owner may terminate this agreement at any time and upon such termination payment shall be due for any charges incurred up to the date of termination. The termination date of this work shall be the date on which ROBERTS ENVIRONMENTAL CONSULTING, INC. receives written notification to suspend the agreement.
8. This proposal becomes invalid if not signed and returned within 45 days of the date of this proposal.
9. All data and conclusions prepared by ROBERTS ENVIRONMENTAL CONSULTING, INC. as part of this agreement are restricted to the uses specified in the Scope of Work described above and solely to support the goals of this project. These data belong exclusively to the current Owners of the project and ROBERTS ENVIRONMENTAL CONSULTING, INC. They are not to be used for other purposes or distributed to other parties without the express written consent of ROBERTS ENVIRONMENTAL CONSULTING, INC. Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Owner and ROBERTS ENVIRONMENTAL CONSULTING, INC.
10. **This proposal will be executed upon the receipt of the signed proposal by the Owners by ROBERTS ENVIRONMENTAL CONSULTING, INC.**

for: WWIDA
Deborah A
Roberts

Deborah Roberts, President
ROBERTS ENVIRONMENTAL CONSULTING, INC.

Digitally signed by Deborah A Roberts
DN: cn=Deborah A Roberts, o=Roberts
Environmental Consulting, Inc. ou,
email=droberts@robertsenvironmental.com,
c=US
Date: 2020.02.05 10:50:35 -05'00'

Date

February 5, 2020

Date

684 COUNTY LINE RD
CHAUNCEY, MAUREEN R
36.64Ac
127.-1-33.3

672 COUNTY LINE RD
KELLY, DENNIS
15Ac
127.-1-33.1

Areas of Interest

CASEY RD
WARREN WASHINGTON CO IDA
11.42Ac
137-2-1

CASEY RD N OFF
EQUUSTOCK LLC
1.73Ac
137-2-115

65 CASEY RD
HAVENS, EDWARD
1.78Ac
137-2-1.11

61 CASEY RD
LIPKA, KIMBERLY A
3.41Ac
137-1-1.1

89 CASEY RD
MACERO, DANIEL M
12.05Ac
137.-1-1

90 CASEY RD
CARUSO, JERRY W
15.96Ac
137.-1-69.10

PARK RD
AUER, DOUGLAS
2.64Ac
137-2-4

PARK RD
GIRARD, MARGARET D
2.73Ac

CASEY RD
SHAW, VINCENT
3.95Ac
137.-1-69

551 DEAN RD
UNDERWOOD

BUDGET

Jan - Dec 20

Ordinary Income/Expense

Income

Nonoperating revenue

Investment Earnings

2401 · Interest Income

12,000.00

Total Investment Earnings

12,000.00

2675 · Lot Sales

Sale of Land

50,000.00

Total 2675 · Lot Sales

50,000.00

Total Nonoperating revenue

62,000.00

Operating Revenue

Charges for Services

SMS RAIL INCOME - grain & switching

49,000.00

Substation - Ft Edward

30,000.00

2116 · Application Fees

2,000.00

2116.1 · Project Fees - Existing

1,072.50

2116.2 · Project Fees - New

75,000.00

Total Charges for Services

157,072.50

Other Operating Revenue

2770 · Project - Legal Reimb 3.4

34,944.70

Total Other Operating Revenue

34,944.70

Total Operating Revenue

192,017.20

Total Income

254,017.20

Gross Profit

254,017.20

Expense

Nonoperating Expenses

107 · Airport Industrial Park

Property/Sewer/Water Taxes AIP

12,563.04

Property/Sewer/Water Taxes Ft Edward

5,100.00

Operation Expense - Ft Edward

7,000.00

Marketing Expense Ft Edward

25,000.00

Substation / Power Ft Edward

24,000.00

Land & Building Maintenance

3,000.00

107 · Airport Industrial Park - Other

1,080.00

Total 107 · Airport Industrial Park

77,743.04

Total Nonoperating Expenses

77,743.04

Operating Expenses

Other operating expenses

1910.4 · Insurance

Disability Insurance

159.49

Liability/Commercial Insurance

1,721.00

Liability/Commercial Insurance Ft Edward

9,000.00

Workers' Comp Insurance

1,956.55

Total 1910.4 · Insurance

12,837.04

6460.4 · Contractual Services	
Airport Park - Misc Services	110.00
Computer & Website Related	2,199.40
Dues	1,142.00
Rent	7,200.00
Telephone and Internet	2,039.76
Total 6460.4 · Contractual Services	<u>12,691.16</u>
Total Other operating expenses	25,528.20
Professional service contracts	
Accounting	15,800.00
Professional Services - Ft Edward	6,000.00
Engineering - Phase I & General	1,267.70
Legal	
Fees for Project 3.4 billing	30,000.00
General	15,000.00
Total Legal	<u>45,000.00</u>
Professional service contracts - Other	875.00
Total Professional service contracts	<u>68,942.70</u>
6460.45 · Staff Payroll - WWIDA	25,000.00
6460.5 · Supplies and Materials	
Supplies Ft Edward	3,000.00
Misc Office Expenses	1,014.95
Rentals Scales Generator	16,000.00
Office Supplies	2,854.55
Postage	345.29
Total 6460.5 · Supplies and Materials	<u>23,214.79</u>
9000 · Employee Benefits	
Health Insurance	8,000.00
Medicare - Company	210.93
Social Security - Company	1,000.00
Unemployment Insurance	100.50
Total 9000 · Employee Benefits	<u>9,311.43</u>
Operating Expenses - Other	580.55
Total Operating Expenses	<u>152,577.67</u>
Total Expense	<u>230,320.71</u>
Net Ordinary Income	<u>23,696.49</u>
Net Income	<u><u>23,696.49</u></u>

BUDGET

Jan - Dec 20

Ordinary Income/Expense

Income

Nonoperating revenue

Investment Earnings

2401 · Interest Income

12,000.00

Total Investment Earnings

12,000.00

2675 · Lot Sales

Sale of Land

50,000.00

Total 2675 · Lot Sales

50,000.00

Total Nonoperating revenue

62,000.00

Operating Revenue

Charges for Services

2116 · Application Fees

2,000.00

2116.1 · Project Fees - Existing

1,072.50

2116.2 · Project Fees - New

75,000.00

Total Charges for Services

78,072.50

Other Operating Revenue

2770 · Project - Legal Reimb 3.4

34,944.70

Total Other Operating Revenue

34,944.70

Total Operating Revenue

113,017.20

Total Income

175,017.20

Gross Profit

175,017.20

Expense

Nonoperating Expenses

107 · Airport Industrial Park

Property/Sewer/Water Taxes AIP

12,563.04

107 · Airport Industrial Park - Other

1,080.00

Total 107 · Airport Industrial Park

13,643.04

Total Nonoperating Expenses

13,643.04

Operating Expenses

Other operating expenses

1910.4 · Insurance

Disability Insurance

159.49

Liability/Commercial Insurance

1,721.00

Workers' Comp Insurance

1,956.55

Total 1910.4 · Insurance

3,837.04

6460.4 · Contractual Services

Airport Park - Misc Services

110.00

Computer & Website Related

2,199.40

Dues

1,142.00

Rent

7,200.00

Telephone and Internet

2,039.76

Total 6460.4 · Contractual Services

12,691.16

Total Other operating expenses

16,528.20

	Jan - Dec 20
Professional service contracts	
Accounting	15,800.00
Engineering - Phase I & General	1,267.70
Legal	
Fees for Project 3.4 billing	30,000.00
General	15,000.00
Total Legal	45,000.00
Professional service contracts - Other	875.00
Total Professional service contracts	62,942.70
6460.45 · Staff Payroll - WWIDA	25,000.00
6460.5 · Supplies and Materials	
File Storage	0.00
Misc Office Expenses	1,014.95
Office Supplies	2,854.55
Postage	345.29
Total 6460.5 · Supplies and Materials	4,214.79
9000 · Employee Benefits	
Health Insurance	8,000.00
Medicare - Company	210.93
Social Security - Company	1,000.00
Unemployment Insurance	100.50
Total 9000 · Employee Benefits	9,311.43
Operating Expenses - Other	580.55
Total Operating Expenses	118,577.67
Total Expense	132,220.71
Net Ordinary Income	42,796.49
Net Income	42,796.49

ROAD COSTS OWNERSHIP

REVENUE	
SNOWPLOWING CONTRIBUTIONS	\$ 15,000
EXPENSES	
SNOWPLOWING	\$ 20,000
INSURANCE	\$ 3,000
OTHER MAINTENANCE	\$ 5,000
	\$ 28,000
NET COST BRIDGE	\$ (13,000)

COST TO REPLACE BRIDGE	RANGE OF	\$ 600,000	\$ 1,300,000
OTHER ROADWORK PAVING ETC			\$ 300,000
TOTAL			\$ 1,600,000
UIR GRANT			\$ 1,300,000
NBRC GRANT			\$ 500,000
SALE OF BRIDGE			\$ 100,000
			\$ 1,900,000

02/12/20
Accrual Basis

WWIDA

Profit & Loss

January 2020

	Jan 20
Ordinary Income/Expense	
Expense	
Nonoperating Expenses	
107 · Airport Industrial Park	
Property/Sewer/Water Taxes AIP	450.00
Total 107 · Airport Industrial Park	450.00
Total Nonoperating Expenses	450.00
Operating Expenses	
Other operating expenses	
1910.4 · Insurance	
Workers' Comp Insurance	50.00
Total 1910.4 · Insurance	50.00
6460.4 · Contractual Services	
Computer & Website Related	209.99
Rent	600.00
Subscriptions	100.00
Telephone and Internet	169.98
Total 6460.4 · Contractual Services	1,079.97
Total Other operating expenses	1,129.97
Professional service contracts	
Accounting	400.00
Engineering - Phase I & General	430.23
Legal	
Fees for Project 3.4 billing	10,028.70
General	1,328.00
Total Legal	11,356.70
Total Professional service contracts	12,186.93
6460.45 · Staff Payroll - WWIDA	1,430.05
6460.5 · Supplies and Materials	
Postage	110.00
Total 6460.5 · Supplies and Materials	110.00
9000 · Employee Benefits	
Medicare - Company	0.00
Social Security - Company	0.00
Total 9000 · Employee Benefits	0.00
Total Operating Expenses	14,856.95
Total Expense	15,306.95
Net Ordinary Income	-15,306.95
Net Income	-15,306.95

02/12/20

WWIDA

Profit & Loss Budget vs. Actual

Year to Date

	Jan 20	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Nonoperating revenue			
Investment Earnings			
2401 · Interest Income	0.00	1,000.00	(1,000.00)
Total Investment Earnings	0.00	1,000.00	(1,000.00)
2675 · Lot Sales			
Sale of Land	0.00	3,541.67	(3,541.67)
Total 2675 · Lot Sales	0.00	3,541.67	(3,541.67)
Total Nonoperating revenue	0.00	4,541.67	(4,541.67)
Operating Revenue			
Charges for Services			
2116 · Application Fees	0.00	83.33	(83.33)
2116.2 · Project Fees - New	0.00	2,733.88	(2,733.88)
Total Charges for Services	0.00	2,817.21	(2,817.21)
Other Operating Revenue			
2770 · Project - Legal Reimb 3.4	0.00	2,083.33	(2,083.33)
2770.2 · Misc Income - operating	0.00	1,000.00	(1,000.00)
Total Other Operating Revenue	0.00	3,083.33	(3,083.33)
Total Operating Revenue	0.00	5,900.54	(5,900.54)
Total Income	0.00	10,442.21	(10,442.21)
Gross Profit	0.00	10,442.21	(10,442.21)
Expense			
Nonoperating Expenses			
107 · Airport Industrial Park			
Property/Sewer/Water Taxes AIP	450.00	1,124.72	(674.72)
107 · Airport Industrial Park - Other	0.00	90.00	(90.00)
Total 107 · Airport Industrial Park	450.00	1,214.72	(764.72)
Total Nonoperating Expenses	450.00	1,214.72	(764.72)
Operating Expenses			
Other operating expenses			
Miscellaneous	0.00	12.20	(12.20)
1910.4 · Insurance			
Disability Insurance	0.00	13.93	(13.93)
Employee Dishonesty Bond	0.00	28.42	(28.42)
Liability/Commercial Insurance	0.00	103.58	(103.58)
Workers' Comp Insurance	50.00	50.00	0.00
Total 1910.4 · Insurance	50.00	195.93	(145.93)
6460.4 · Contractual Services			
Airport Park - Misc Services	0.00	125.00	(125.00)
Computer & Website Related	209.99	84.58	125.41
Dues	0.00	86.83	(86.83)
Rent	600.00	600.00	0.00
Subscriptions	100.00	8.02	91.98
Telephone and Internet	169.98	170.50	(0.52)
Total 6460.4 · Contractual Services	1,079.97	1,074.93	5.04
Total Other operating expenses	1,129.97	1,283.06	(153.09)
Professional service contracts			
Accounting	400.00	1,250.00	(850.00)

02/12/20

WWIDA

Profit & Loss Budget vs. Actual

Year to Date

	Jan 20	Budget	\$ Over Budget
Engineering-Phase II & Wetlds	0.00	276.31	(276.31)
Engineering - Phase I & General Legal	430.23		
Fees for Project 3.4 billing	10,028.70	866.39	9,162.31
General	1,328.00	2,083.33	(755.33)
Total Legal	11,356.70	2,949.72	8,406.98
Total Professional service contracts	12,186.93	4,476.03	7,710.90
6460.45 · Staff Payroll - WWIDA	1,430.05	1,737.83	(307.78)
6460.5 · Supplies and Materials			
Misc Office Expenses	0.00	34.69	(34.69)
Office Supplies	0.00	83.33	(83.33)
Postage	110.00	44.19	65.81
6460.5 · Supplies and Materials - Other	0.00	126.40	(126.40)
Total 6460.5 · Supplies and Materials	110.00	288.61	(178.61)
9000 · Employee Benefits			
Medicare - Company	0.00	50.00	(50.00)
Social Security - Company	0.00	208.33	(208.33)
Unemployment Insurance	0.00	26.67	(26.67)
Total 9000 · Employee Benefits	0.00	285.00	(285.00)
Total Operating Expenses	14,856.95	8,070.53	6,786.42
Total Expense	15,306.95	9,285.25	6,021.70
Net Ordinary Income	(15,306.95)	1,156.96	(16,463.91)
Net Income	(15,306.95)	1,156.96	(16,463.91)

02/12/20

WWIDA

Balance Sheet

As of January 31, 2020

	Jan 31, 20	Jan 31, 19
ASSETS		
Current Assets		
Checking/Savings		
200 · Cash	80,542.54	690,827.68
250 · Certificates of Deposit	600,000.00	0.00
Total Checking/Savings	680,542.54	690,827.68
Accounts Receivable		
380B · Accounts Receivable - PILOTS	40,879.14	21,900.25
Total Accounts Receivable	40,879.14	21,900.25
Other Current Assets		
200A · Undeposited Funds	8,271.93	0.00
210 · Petty Cash	143.10	100.00
380F · Installment Sale-GF Labels	4,250.00	4,250.00
480 · Prepaid Insurance	2,353.03	2,353.03
Total Other Current Assets	15,018.06	6,703.03
Total Current Assets	736,439.74	719,430.96
Fixed Assets		
101 · Land	519,262.59	519,262.59
104 · Machinery and Equipment	9,197.99	9,197.99
114 · Accumulated Depreciation	-9,197.99	-9,197.99
Total Fixed Assets	519,262.59	519,262.59
TOTAL ASSETS	1,255,702.33	1,238,693.55
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
600 · Accounts Payable	19,324.00	-10,458.04
Total Accounts Payable	19,324.00	-10,458.04
Other Current Liabilities		
602 · Payroll Liabilities	-695.16	31.79
631 · Due to other governments	36,778.42	23,160.43
Total Other Current Liabilities	36,083.26	23,192.22
Total Current Liabilities	55,407.26	12,734.18
Total Liabilities	55,407.26	12,734.18
Equity		
924 · Net Assets - Unrestricted	1,215,602.02	1,229,895.84
Net Income	-15,306.95	-3,936.47
Total Equity	1,200,295.07	1,225,959.37
TOTAL LIABILITIES & EQUITY	1,255,702.33	1,238,693.55

RESOLUTION NO. _____

Adopted

Introduced by _____

who moved its adoption

Seconded by _____

**RESOLUTION OF THE COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING AND APPROVING VARIOUS ACTION
ITEMS RELATING TO THE PROPERTY KNOWN AS 1400 TOWPATH LANE IN THE
TOWN AND VILLAGE OF FORT EDWARD**

WHEREAS, the Counties of Warren and Washington Industrial Development Agency (the “Agency”) has entered into a contract for the purchase of a portion of real property known as 1400 Towpath Lane located in the Town and Village of Fort Edward, County of Washington, State of New York; and

WHEREAS, it has been determined that in order to provide access for ingress and egress to the aforementioned property, certain parcels of roadway must be acquired by the Agency; and

WHEREAS, the Agency has determined that in order to further economic development in the area it is in the best interests of the residents of the Counties of Warren and Washington for the Agency to pursue acquisition of said parcels.

NOW, THEREFORE, IT IS HEREBY RESOLVED, THAT:

1. The Agency hereby approves of the acquisition of a parcel of real property being
a
roadway from the US EPA and hereby approves of the submission of a request to the EPA to have said property transferred to the Agency. Further, the Agency hereby approves of any and all necessary title search work and preparation of a survey and to authorize the Chairman to execute any and all necessary paperwork and take any further actions to effectuate this resolution.

2. The Agency hereby approves of the acquisition of three parcels of real property being part of the roadway from WCC, LLC on the condition that all real property taxes and assessments are paid in full by WCC, LLC and authorize the submission of a subdivision application to the Town of Fort Edward in connection with said acquisition. Further, the Agency hereby approves of any and all necessary title search work and preparation of a survey and to authorize the Chairman to execute any and all necessary paperwork and take any further actions to effectuate this resolution.

3. The Agency hereby approves of the submission of an Upstate Revitalization Initiative grant application for the purpose of seeking grant funds for the repair and replacement of a bridge located on the aforementioned parcels of real property to be acquired by the Agency.

Further, the Agency hereby authorizes the Chairman to execute any and all necessary paperwork and to take any further actions to effectuate this resolution.

4. The Agency hereby approves of a Lease Agreement from Fort Edward Local Property Development Corporation for the real property known as 1400 Towpath Lane located in the Town and Village of Fort Edward, County of Washington, State of New York and being referred to as tax map parcel number 163.15-1-4 and 163.15-20.1 pursuant to the terms and conditions of the Lease Agreement presented at this meeting, the terms of which are incorporated herein by reference.

RESOLUTION NO. _____
Adopted _____, 2020

Introduced by _____
who moved its adoption

Seconded by _____

**RESOLUTION OF THE COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL
DEVELOPMENT AGENCY RESCINDING RESOLUTION APPROVING AND
AUTHORIZING SALE OF PROPERTY TO JOHN KUBRICKY & SONS, LLC**

WHEREAS, the Counties of Warren and Washington Industrial Development Agency (the "Agency") owns certain property in the Town of Kingsbury as shown on a Subdivision Plat entitled "Phase IIB & Phase II" Development, Warren-Washington Counties Industrial Park" made by Jarrett-Martin Engineers, PLLC, Van Dusen & Steves, Surveyors, dated January, 2006, and last revised on April 20, 2007, a copy of which was filed in the Washington County Clerk's Office on May 1, 2007, Drawer 31C-134 (the "Map"); and

WHEREAS, John Kubricky & Sons, LLC, a New York limited liability company, or its permitted assigns, expressed interest in purchasing from the Agency the following Lots as shown on said Map (collectively referred to as the "Property") and submitted a purchase offer for same:

Lot #21	137.-2-1.22	6.60 acres
Lot #22	137.-2-1.23	4.91 acres
Lot #23	137.-2-1.24	2.30 acres
Lot #24	137.-2-1.25	2.33 acres
Lot #25	137.-2-1.26	1.96 acres
Lot #26	137.-2-1.27	1.81 acres
Lot #27	137.-2-1.36	6.80 acres
Road Easement*	137.-2.-1.36	1.40 acres

(*ingress, egress and utility easement); and

WHEREAS, on October 21, 2019, the Agency, at a duly convened meeting, adopted a resolution approving of the sale of the Lots to John Kubricky & Sons, LLC or its assigns, for \$47,000.00 and further authorized a short term license agreement; and

WHEREAS, prior to the execution of any formal contracts concerning the sale or license agreement, John Kubricky & Sons, LLC determined that it could not proceed with its purchase due to wetland concerns.

NOW, THEREFORE, it is hereby

RESOLVED, that the resolution approving of the sale of the aforementioned Lots and the license agreement, adopted at the October 21, 2019 regular meeting of the Agency is hereby rescinded in its entirety.

RESOLVED, that the Chairman, or Vice Chairman in his absence, is authorized to execute any documents that may be necessary to effectuate the terms of this resolution.

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

The foregoing resolution was thereupon declared duly adopted.