

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

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

Tel. (518) 792-1312
www.warren-washingtonida.com

A special meeting of the Counties of Warren and Washington Industrial Development Agency was held on Wednesday, February 2, 2022 via Zoom.

The following were:

PRESENT:

Dave O'Brien	Chair
Ginny Sullivan	Member
Nick Caimano	Member
Michael Bittel	Sec/Treasurer
Dan Bruno	Member
Brian Campbell	Park Chair
Mike Grasso	Member
Craig Leggett	Vice Chair

ABSENT:

Mike Wild	Member
Mary King	Member

The following were also present:

Kara Lais, Esq.	FitzGerald Morris Baker Firth, PC
Mike Ostrander	Executive Director
Kathy Muncil	Fort William Henry
Drew Wardle	Post Star
Bob Hafner	Attorney for Fort William Henry
Kevin McAuliffe	Partner at Barclay Damon LLP
Sam Luciano	Fort William Henry President
Jon Lapper	Attorney for Brookfield Energy
Chuck Barton	Barton Mines

Minutes were taken by: Alie Weaver Office Administrator

Roll call was taken, and a quorum was confirmed.

Review/Approval of Brookfield Renewable Energy resolution to accept project – Mr. Ostrander read his finding statement that summarized the project details, benefits to the community and the benefits that will be received from the IDA.

Mr. Bittel made a motion to approve the resolution to accept the Brookfield Renewable Energy project and Mr. Bruno seconded. The roll call vote proceeded as follows:

Brookfield Renewable Energy Project Approval

Member	Yes	No	Abstain	Absent
Craig Leggett	x			
Michael Bittel	x			
Brian Campbell	x			
Mike Grasso			x	
Ginny Sullivan			x	
Mike Wild				x
Dan Bruno	x			
Mary King				x
Nick Caimano	x			
Dave O'Brien	x			
Total	6	0	2	2

Review/Approval of Fort William Henry resolution to accept project – Mr. O'Brien stated that Ms. Sullivan would have to be placed into the Zoom waiting room as there would be discussion regarding Fort William Henry financing with Glens Falls National Bank and Ms. Sullivan's attendance may be construed as a conflict of interest to due her position at Glens Falls National Bank.

Mr. O'Brien stated that although this project is considered retail, the Fort William Henry draws tourists from outside of the local area creating a positive impact on local economy.

Ms. Lais noted that the resolution is contingent upon the SEQR determination with the village. She also noted that the village board meeting is scheduled for February 16th and if determination is issued, the board would need to adopt the findings of the village at their next meeting.

Ms. Lais also noted that Fort William Henry has asked for an amended project completion extension date of May 1, 2023.

Mr. Hafner stated that they are not sure that the three-season porch can be completed before their summer and wedding season starts, which is the beginning of May. Therefore, construction will need to be delayed until the fall.

Mr. Bittel made a motion to approve the resolution to accept the Fort William Henry project subject to SEQR determination, planning board approval and amended completion date. Mr. Grasso seconded and all voted in favor by roll call vote with Ms. Sullivan absent from vote.

TDI – Mr. O'Brien stated that the CHPE/TDI documents have been signed by all parties.

Mr. Ostrander stated that the Public Service Commission comment portion of CHPE/TDI project ends next week.

Marketing Proposals – Mr. O'Brien suggested bifurcating Behan Communications and BlackDog LLC in a joint effort to market the IDA. He noted that their proposals had been sent to the members for review.

In comparison, Mr. O'Brien stated that Behan Communications subcontracts web development where BlackDog LLC has been the IDA's website developer for many years.

Mr. O'Brien suggested doing a phase one for the set up of messaging/communications with Behan Communications to start and having BlackDog LLC update the website with newer technology.

Mr. Ostrander, Mr. Grasso, Mr. Caimano and Mr. Bruno concurred.

Mr. O'Brien stated that, with the board's blessing, he will set up a meeting with BlackDog and Behan Communications together to determine exactly what services are expected from each of them and secure pricing to bring back to the board at the next meeting.

Mr. Campbell made a motion to approve moving forward with the marketing plan and Mr. Bruno seconded. All voted in favor by voice vote.

Executive Session and Adjournment – Mr. Campbell made a motion to go into executive session to discuss personnel matters and employment history and Mr. Caimano seconded. Mr. O'Brien stated that the meeting will be adjourned out of the executive session.

BEHAN COMMUNICATIONS

STRATEGIES FOR SUCCESS

518.792.3856 | 1.877.792.3856

behancommunications.com

January 20, 2022

Dave O'Brien, Chairman
Michael Ostrander, Executive Director
Alie Weaver, Office Administrator
The Counties of Warren and Washington IDA
5 Warren St., Suite 210
Glens Falls, NY 12801

Dear Dave, Michael and Alie:

Thank you for inviting Behan Communications, Inc. to present this proposal for strategic communications services for The Counties of Warren and Washington IDA. We very much appreciate the critical role the IDA plays in attracting new businesses and supporting existing businesses while contributing to the overall economic growth and prosperity of the region. We look forward to the opportunity to work with you.

Behan Communications has been providing strategic communications services to businesses and not-for-profit organizations locally, across the country and abroad for more than 30 years. Our stable team of veteran strategists and communicators has developed a unique combination of experience that we are proud to put to work for clients in the economic development, environmental, manufacturing, healthcare, higher education, energy, finance, real estate and construction, and technology and innovation sectors.

Our team on the IDA account would include firm President Mark Behan and vice presidents John Brodt and Bill Richmond. Mark founded Behan Communications in 1988 after many years as a newspaper reporter and editor and has served as a senior communications adviser to CEOs of major companies and not-for-profit organizations in a wide variety of sectors. John joined the firm in 1990 and has extensive experience developing, managing and implementing strategic, results-oriented community, employee and customer communications programs. Bill brings more than two decades of experience as a Behan strategic content producer and director of our Strategic Business Research function.

Based on our recent discussions, we have presented our proposal in two phases.

One encompasses the following services:

- **Development of a Key Messaging Document** providing board members, staff and key stakeholders with clearly articulated, consistent messaging describing the role and value of the IDA in helping individual businesses meet their organizational goals while advancing the overall economic health of the region.

WWIDA, P. 2

- **Development of an Actionable Public Communications Strategy** designed to elevate awareness of the IDA's services and expertise among businesses considering expanding in or relocating to the region, and to improve public understanding of the organization's role in furthering the economic growth of the two counties.
- **Performance of a comprehensive communications audit of the IDA's website** and provide recommendations for improving the content, organization and presentation of the information in a way that is consistent with overall organizational and communication goals.
- **Production of a Success Story Video** highlighting the IDA's recent work to assist the Fort William Henry Hotel & Conference Center in Lake George with a major renovation and expansion to further its place as a four-season destination for leisure and business travelers and a year-round employer of local people.

Phase One Cost: \$11,000

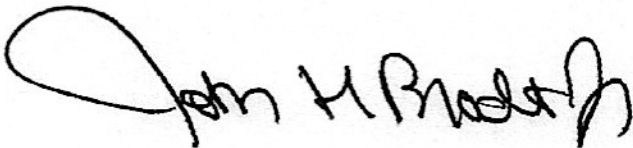
In Phase Two of our proposal, Behan Communications proposes providing ongoing communications consulting services whereby we would develop a monthly communications work plan and agenda, meet with IDA staff every two weeks to identify public communications opportunities and identify and address potential issues; produce strategic written and/or video communications materials as agreed upon with the IDA; produce targeted communications for social media and the regional news media as appropriate; identify and seek opportunities for public presentations by IDA staff and board members.

Phase Two Cost:

We propose to provide the IDA with 15-20 hours of professional services time per month at a monthly fee not to exceed \$4,000.

Thank you again for the opportunity to make this presentation. If our proposal is acceptable, we will prepare our standard engagement agreement for your signature. We look forward to your thoughts and to serving the IDA in the year ahead.

Sincerely,



John Brodt
Vice President

JANUARY 28, 2022



PROPOSAL

BRAND DEVELOPMENT

WEB DEVELOPMENT

MARKETING

WARREN-WASHINGTON IDA



PREPARED FOR

Dave O'Brien
Warren-Washington IDA
(518) 866-1022
daveobrien@hamptonny.org

CONTACTS

Jesse Tyree
black dog DESIGNS
(518) 792-0500
creative@blackdogllc.com

ABOUT US

black dog DESIGNS is a dynamic, full service marketing agency that will deliver on all your marketing needs. From organizational branding and web design & development, to marketing strategy and content creation, our complete solutions will help you reach your target audience, and connect with them in an authentic manner.

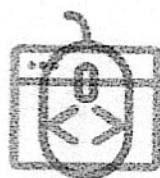
CHOOSING AN AGENCY ISN'T EASY. WORKING WITH US IS.

SERVICES



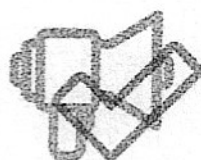
BRANDING

- Brand Discovery
- Brand Strategy
- Brand Identity



WEB DESIGN

- Design and Development
- Content Management Systems
- Ecommerce Solutions



MARKETING

- Campaign Strategy
- Content Creation
- Media Purchasing

REFERENCES

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Washington County Tourism
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ADAM FELDMAN

Habitat for Humanity
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SHELBY SCHNEIDER

Saratoga County
Prosperity Partnership
President and CEO
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nership.org
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MIKE LONGLEY

Chautauqua County Planning &
Community Development
Senior Planner
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2 South Portage Street
Westfield, NY 14787

MICHELLE CAPONE

Development Authority of the
North Country
Director of Regional Development
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DELIVERABLES:

In 2018 we rebranded Washington County Tourism with the goals to increase the county's exposure, promote its offerings of agritourism, craft food and beverages, history, arts, and recreation, and stimulate economic growth. Since the new brand launch their Facebook following has grown by over 800% in 2 years and has seen website traffic/unique visitors almost double. We continue to serve as the TPA, executing a consistent marketing strategy and plan for content creation that has greatly impacted the many small businesses represented by the county.

DELIVERABLES:

Working with Habitat for Humanity we recently redesigned their website to better communicate the organization's mission and goals through an updated, modern design that can be used as a primary lead generation tool. This entailed working within the existing Habitat for Humanity brand, adhering to their national brand standards, while creating a unique online presence for the Warren, Saratoga, and Washington county organization. A robust digital foundation will enable HH to take the natural next progressions in their organization's growth plan.

DELIVERABLES:

We have recently worked with the Saratoga County Prosperity Partnership to develop the Saratoga Alliance brand identity which is a partnership between SSCP and the Saratoga EDC. Additionally we have launched the SSCP website which provides a wealth of information about why Saratoga County is a favorable place for businesses to grow. This site also feeds in live data and statistics using an iframe to give site users up to date data about the county, serving as a primary tool to attract and retain business.

DELIVERABLES:

Working with the Chautauqua County Planning Department we created a consumer facing brand for the Overland Trail system with the goal to increase trail usage and expose individuals to these recreational activities within the county. This project included the brand and web development, creation of marketing collateral/signage, and photography/video services. In addition to the static pieces we developed their strategy for launching the campaign and a year's worth of social media content that was implemented and scheduled through 2019 by their staff.

DELIVERABLES:

We worked with the Development Authority of the North Country to rebrand their organization and develop an updated website. DANC is in charge of Drum Country Business which aims to attract medium to large-sized businesses to St. Lawrence, Jefferson, and Lewis counties. We developed a much bolder, progressive identity to better position them in the future to appear as a cutting edge, forward thinking region for businesses to pursue.

PROJECT OVERVIEW

The Warren-Washington IDA (WWIDA) serves the local business community by assisting in the construction, expansion, and equipping of industrial and commercial facilities throughout the two counties. These efforts help to directly advance the job opportunities, general prosperity, and economic welfare of the citizens who call Warren and Washington County home.

The organization is looking to build better brand recognition and awareness within the communities you serve directly, and eventually extend your reach to adjacent counties as well. This begins with the brand identity, message, and pitch that you are engaging qualified audiences with. While the WWIDA has numerous assets, such as your industrial parks, the brand as a whole must represent a forward thinking, modern organization in order to effectively reach those who will benefit from your assets. The current brand identity and website could better reflect the organization and values, while communicating the key selling points of the two counties.

As a result, there is a need to develop an updated identity that will serve as the foundation for all marketing and communications moving forward. The primary goals of this project are to:

- Design a new brand identity (logo)
- Design updated print collateral for direct engagement
- Design and develop an updated site to showcase your values, programs/ incentives, available sites/locations, and more

This process begins with identifying the unique assets that the WWIDA offers to both businesses that will convince them to engage with you. This may be available lots in your industrial parks, tax incentives (abatement), or programs designed to help businesses grow. Organizing these into a conveyable message and a visually appealing identity will enable us to effectively target businesses and people who are looking for these same benefits, making Warren and Washington Counties ideal fits.

Through multiple channels of communication and a strategic approach, the updated brand, collateral, and website will position you favorably to achieve the following:

- Retain businesses to continue to grow and expand in both counties
- Attract new businesses to the counties
- Encourage increased spending directly in the counties from businesses

As a full service team specializing in branding, marketing, and web design we are well equipped to help the WWIDA build on the organization's success to continue helping businesses find success in Warren and Washington counties. An updated identity through all marketing content will show that you are an active, engaged organization dedicated towards a business's success.

WEB DESIGN & DEVELOPMENT

DETAILS

- Use of brand standards to solidify and reinforce a cohesive brand identity that can be carried across all mediums for consistency in digital marketing efforts.
- Development of an intuitive navigation that is easy for users to understand.
- Utilize organized drop-down menus in order to categorize, and set subcategories for viewing pages and content.
- The client tailored graphic design of the website. Once a flat design mockup is approved, the site will be developed and customized according to proposal specifications to be hosted online.
- Addition of any new images from our available assets
- Copyediting provided for site. We will optimize client-provided technical copy for SEO and to maintain the brand voice, values, and personality.
- Email forms that contain multiple fields tailored to your offerings (integrating with a CRM if desired).
- Push to dial text on mobile devices.
- Links to other websites (EX: Partners, organizations, etc.)
- Full website SEO development (all pages will be optimized). This includes the editing of current copy as needed to meet appropriate SEO requirements, addition of focus and meta keywords, meta descriptions, alt tags, and meeting the proper keyword densities. Copy will be developed in accordance with best reading practices.
- Included up to 30 pages (based on tentative sitemap, subject to change)
- Creation of a portfolio of past successful projects
- Addition of up to 10 projects to the site
- Creation of an events calendar detailing meetings and other important dates
- Addition of up to 10 events to the site
- Integration of an SSL Certificate
- Google Analytics integration
- Addition of live social media feeds on your sites (EX: Facebook, LinkedIn, Instagram, etc.), share, and follow buttons. Feeds will automatically update on the site when new posts are published on social media.
- Integration of email marketing account to create both static and interactive email marketing sign up forms.
- Integration of interactive maps using KML files (client provided; these can be generated from GIS) allowing the map to contain valuable information and be branded in accordance with the rest of your site
- Integration of live chat functionality (either static plugins or a CRM)
- Quality assurance and site testing prior to launch. Content will be optimized to improve the user experience.
- Site will be available for live preview while being created on testing domain.
- FULL ADMIN RIGHTS (You can control ALL aspects of site after launch).
- 1 training session on how to manage content on your site.
- PDF documentation detailing how to update your site.
- Includes 10 hours of website support and content updates (for first 3 weeks after website launch)

WEB DESIGN & DEVELOPMENT

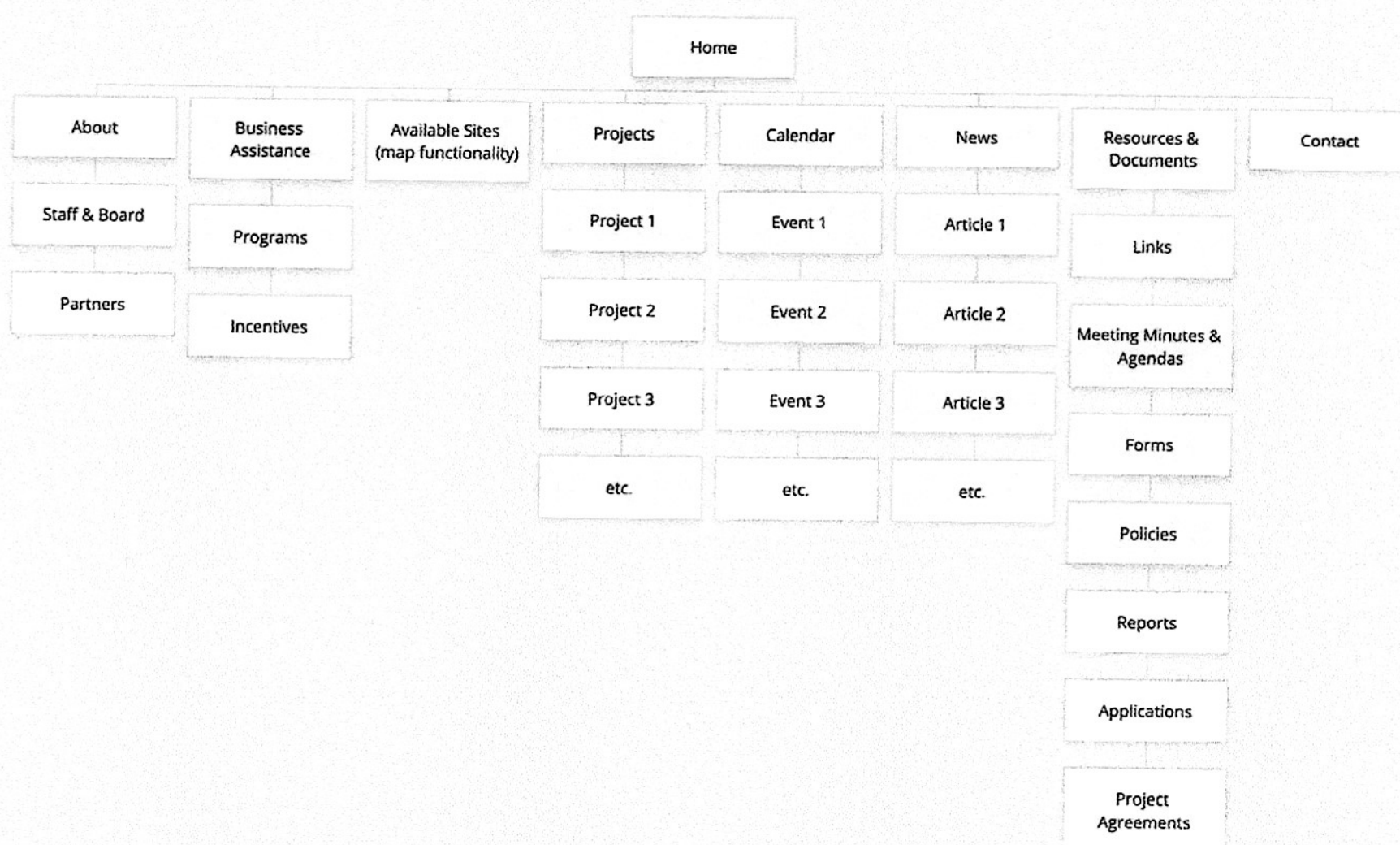
ADA COMPLIANCE DETAILS (ITEMIZED SEPARATELY)

- Level AA and AAA WCAG Compliance. This includes:
 - Correct color usage on page layout/designs
 - Audio controls are set in place
 - Text and images of text are at least a 4.5:1 color ratio and that large text is at least a 3:1 color ratio
 - All pages are readable and functional when zoomed at 200%
 - All images include alt-text for screen readers
 - Any content that must be clicked on will have a mechanism when hovering using the mouse pointer or using the keyboard tab key to focus on such content
 - All pages will contain clearly organized header and labels
 - Creation of an accessibility statement page
 - Creation of a page where users can submit feedback or report issues
- Addition of website privacy policy.

WEB DESIGN & DEVELOPMENT

TENTATIVE SITE MAP

The following site map is based on our initial research and discussions. This is subject to change based on your feedback.



COST BREAKDOWN

BRAND DEVELOPMENT

LOGO DESIGN

- Presentation of concept/mood boards
- 3 initial logo concepts supplied
- Up to 5 rounds of revisions, new samples provided
- 1 final selection
- Delivery of primary and secondary logomarks
- Delivery of respective web and print applicable files
- Delivery of graphical elements, photography styles, and brand assets
- Delivery of brand guidelines, logo usage/spacing, color specifications, and fonts
- Delivery of the above deliverables in a pdf brand book
- All ownership rights releases upon final payment

Project Investment: \$1,500

MARKETING ASSETS

*Production estimates to be provided based on final specifications and quantities.

PROFILE SHEET

- Graphic design of 11" x 17" Bifold Profile Sheet containing detailed information on your organization, available lots, programs, incentives, assistance, and more
- Finished Size: 8.5" x 11"
- Full color, all pages
- Proofs supplied, revisions worked, new samples provided
- 1 final design selection

Project Investment: \$550

SOCIAL MEDIA IDENTITY

- Graphic design of profile and cover images for Facebook, LinkedIn, and Instagram
- Proofs supplied, revisions worked, new samples provided
- 1 final design selection
- Final files to be implemented into channels with the new brand visual identity

Project Investment: \$250



518.792.0500

CREATIVE@BLACKDOGLLC.COM

THEREALBLACKDOG.COM

COST BREAKDOWN

WEBSITE

DESIGN & DEVELOPMENT

- All details of proposal included

Project Investment: \$7,200

WCAG (WEBSITE CONTENT ACCESSIBILITY GUIDELINES) COMPLIANCE

- Level AA and AAA WCAG Compliance.
- Correct color usage on page layout/designs
- Audio controls are set in place
- Text and images of text are at least a 4.5:1 color ratio and that large text is at least a 3:1 color ratio
- All pages are readable and functional when zoomed at 200%
- All images include alt-text for screen readers
- Any content that must be clicked on will have a mechanism when hovering using the mouse pointer or using the keyboard tab key to focus on such content
- All pages will contain clearly organized header and labels
- Creation of an accessibility statement page
- Creation of a page where users can submit feedback or report issues

Project Investment: TBD based on final site content

COST BREAKDOWN

RECURRING COSTS

WEBSITE DOMAIN & HOSTING (OPTIONAL THROUGH BLK DOG)

- Website will be hosted on our private server through GoDaddy
- In the event your site experiences any issues we will be the primary contact
- Includes daily backups of site content
- Includes a content delivery network (CDN) to speed up site loading speeds

Annual Investment: \$250 per year

SSL CERTIFICATE (REQUIRED)

- Secures one site
- Protects you and users from having their searches, history, and other private information tracked by fraudulent parties.
- Boosts your Google ranking

Annual Subscription: \$179.99 per year

WEBSITE MAINTENANCE PLAN (OPTIONAL)

- Core updates to Wordpress
- Maintaining and updating of all plugins used on site
- Maintaining and testing of all contact forms on site
- Correcting of any unwarranted file modifications, attempted logins, and other security issues
- Quarterly PHP review and updating

Monthly Investment: \$100 per month

REFERENCES

WASHINGTON COUNTY

LAURA OSWALD

Director of Economic
Development

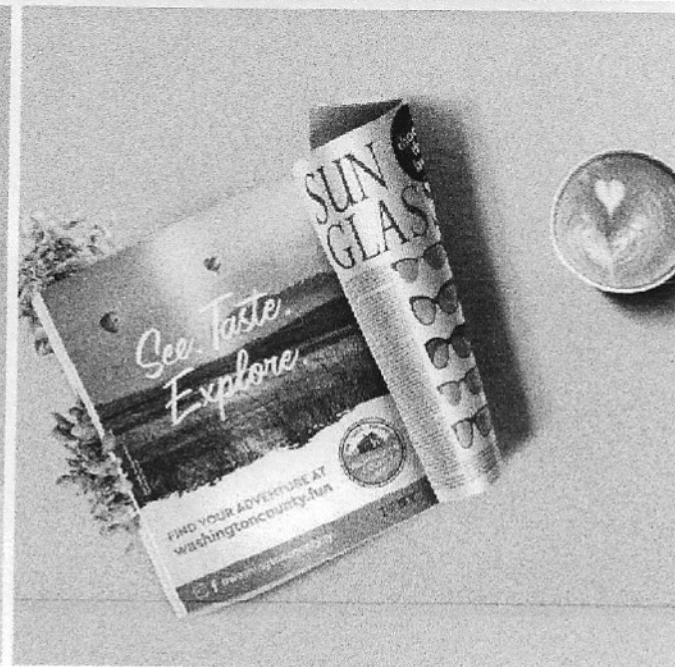
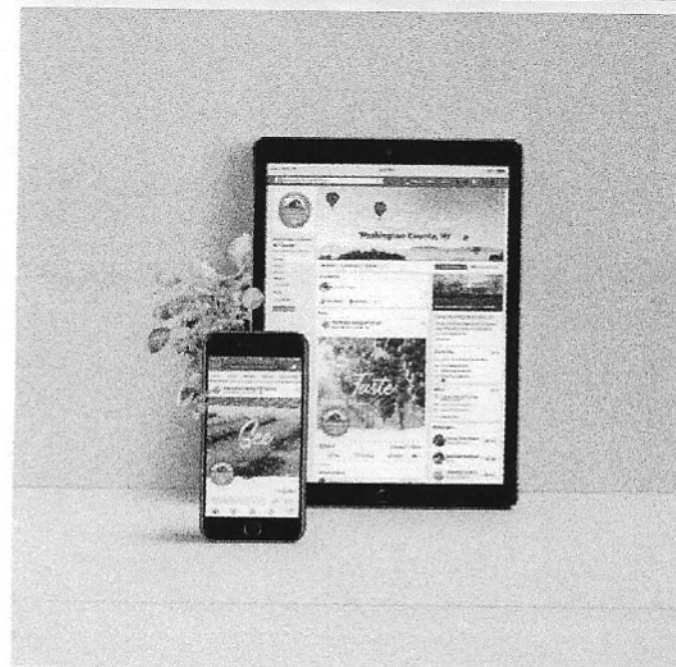
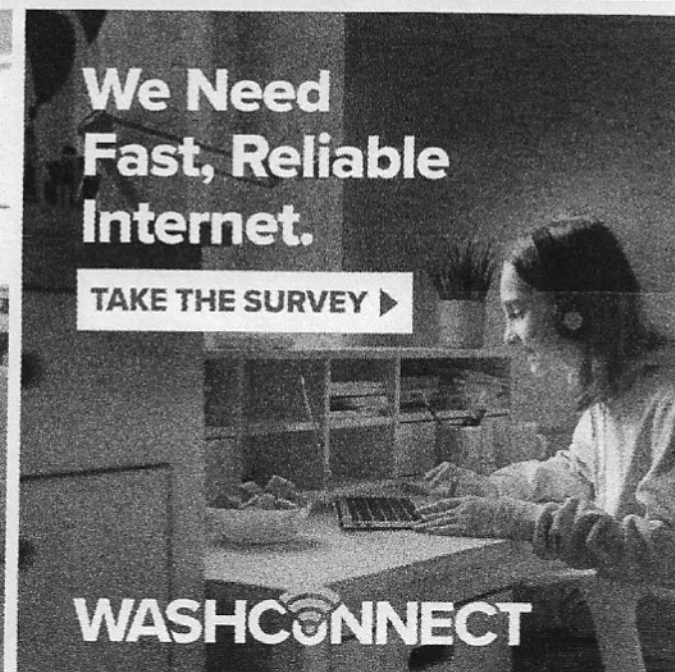
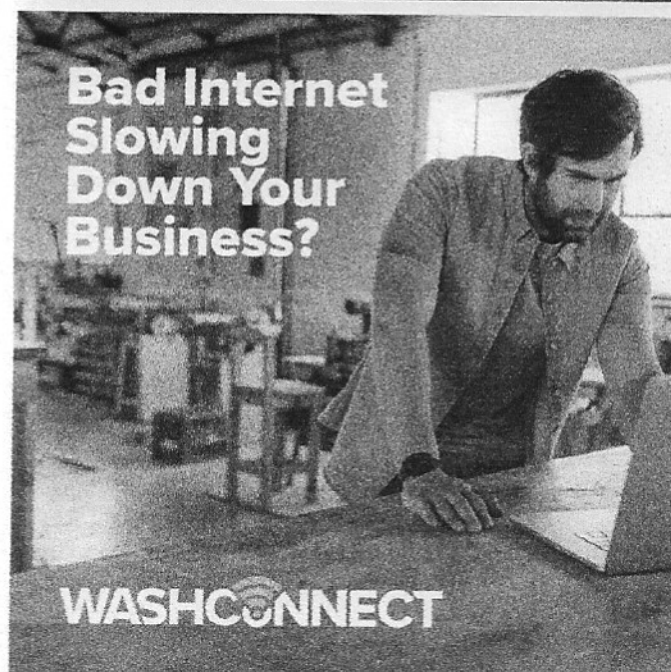
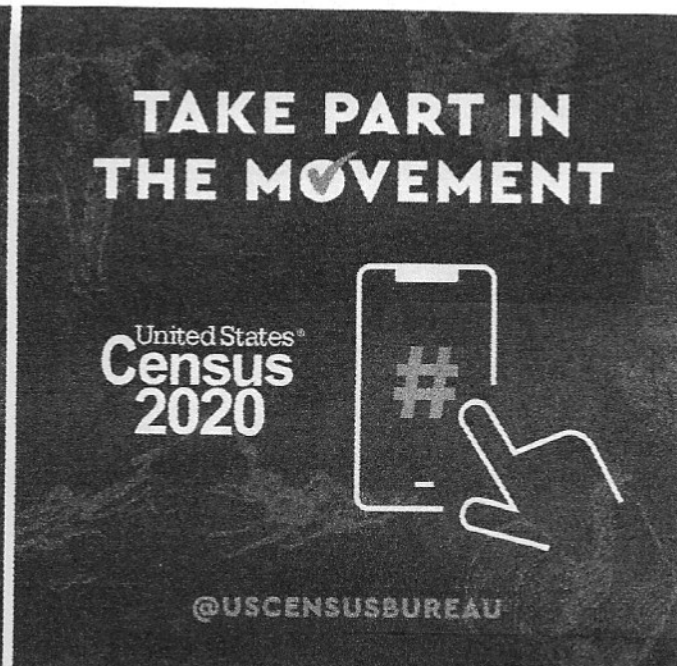
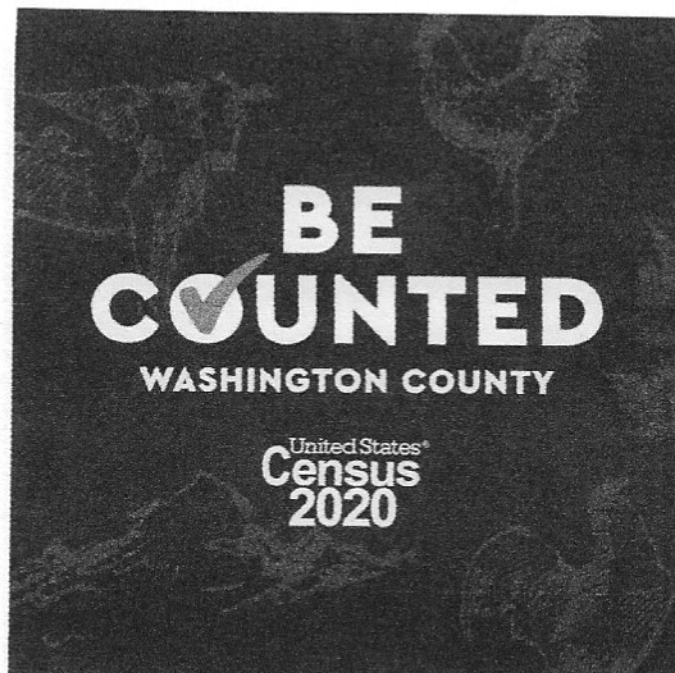
loswald@co.washington.ny.us

518-746-2291

In 2018 we rebranded Washington County Tourism with the goals to increase the county's exposure, promote its offerings of agritourism, craft food and beverages, history, arts, and recreation, and stimulate economic growth.

Over the past 2 years we have focused on the promotion of specific programs/areas, further content development (photo and video included), and collaboration between businesses, influencers, and similar organizations.

Over the last year we have also developed 2 separate PSA campaigns for both the census and a broadband survey to bring high speed internet to the county. These services include campaign design, marketing strategy, graphic design, radio/streaming advertising, digital marketing, media buying, and more.



REFERENCES

CHAUTAUQUA COUNTY OVERLAND TRAILS

MATTHEW BOURKE

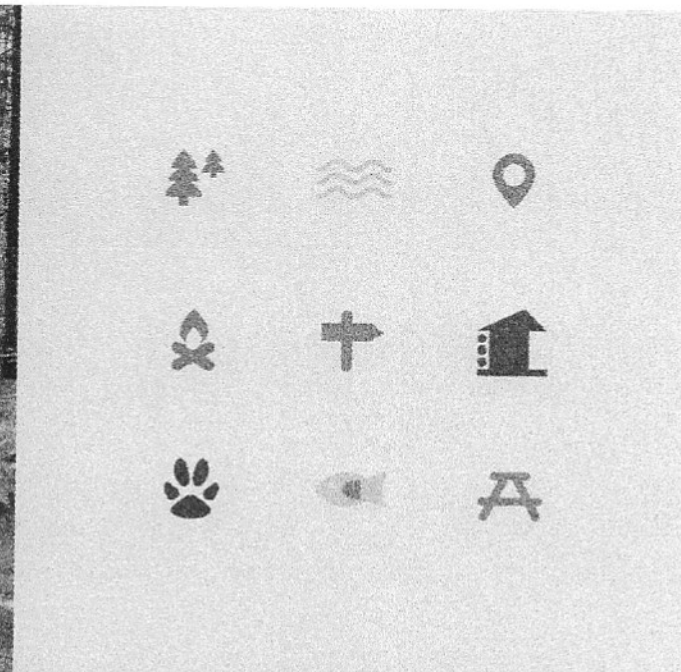
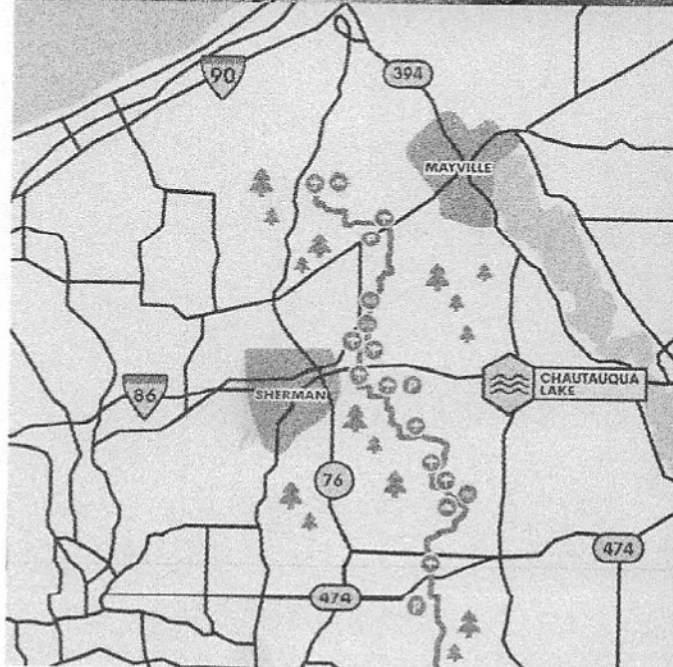
Chautauqua County
Junior Planner
BourkeM@chqgov.com
(716) 363-3621



Working with the Chautauqua County Planning Department we created a consumer facing brand for the Overland Trail system with the goal to increase trail usage and expose individuals to these recreational activities within the county.

This project included the brand and web development, creation of marketing collateral/signage, and photography/video services. In addition to the static pieces we developed their strategy for launching the campaign and a year's worth of social media content that was implemented and scheduled through 2019 by their staff.

Please note that there are design elements that may have been adjusted by the client. We give our client's 100% access to manage and control their websites.



REFERENCES

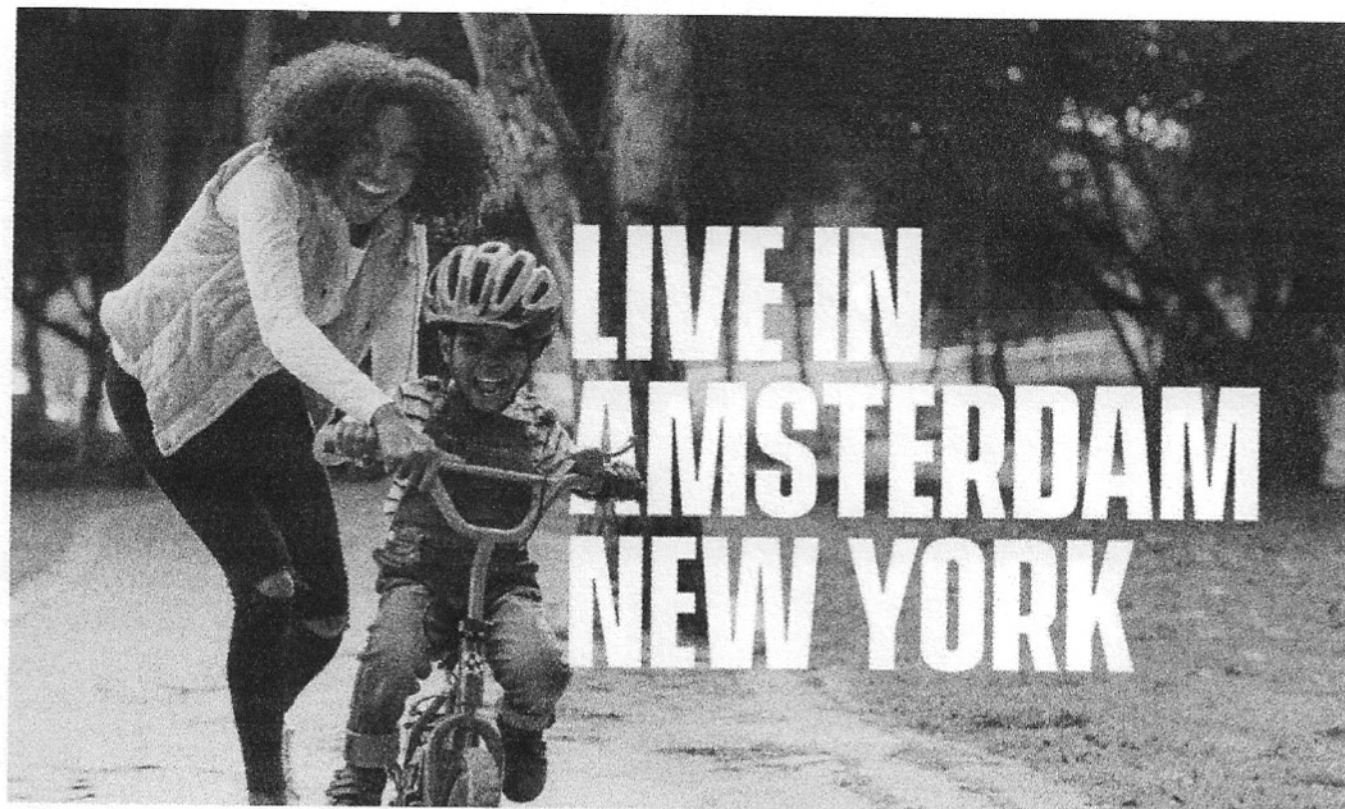
CITY OF AMSTERDAM

GINA DABIERE-GIBBS

Community Development
ggibbs@amsterdamny.gov
518.841.4306

The City of Amsterdam was awarded a DRI grant to help revitalize a long dormant city. Working with the city and key stakeholders we have built out their public facing brand which we will then activate through a robust marketing campaign over the 3 year contract.

This work includes the development of the city's messaging and positioning, creation of a more robust visual identity that builds on their existing logo, marketing strategy for economic development and public service communications, and the website design and development.



REFERENCES DRUM COUNTRY

MICHELLE CAPONE

Director of Regional Development

mcapone@danc.org

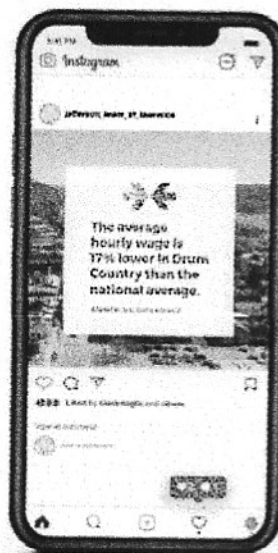
(315) 661-3200



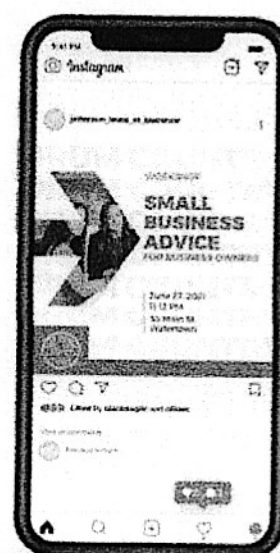
We worked with the Development Authority of the North Country to rebrand their organization and develop an updated website. DANC is in charge of Drum Country Business which aims to attract medium to large-sized businesses to St. Lawrence, Jefferson, and Lewis counties.

We developed a much bolder, progressive identity to better position them in the future. This included the logo design, design and production of marketing collateral targeting key industries, and the website design and development.

Over the past 6 months we are now working with them to develop a unique campaign identity and strategy for implementation to attract workforce talent and business investments.



Educational Post



Event Post



Interactive Story

THANK YOU

If you have questions about anything entailed in this proposal please give us a call and we will happily discuss with you. As a customer-driven company we value our relationships with clients and work round the clock to satisfy your needs to the fullest extent. We strive with sincerity and commitment to deliver marketing and advertising services that will exceed your expectations. Our projects are built around close working, long-term relationships that deliver value and excellence for your organization. Through passion, commitment, and flexibility we promise to generate results that give you the tools to take your business to the next level. Our culture is to be with you each step of the way for skill and support, and to treat you as friends in each interaction.

CONTACT US

PO Box 765

Glens Falls, New York 12801

creative@blackdogllc.com

518-792-0500

blackdogllc.com



Counties of Warren and Washington Industrial Development Agency

Resolution No. 22-_____
Adopted February ____, 2022

Introduced by _____
who moved its adoption.

Seconded by _____

RESOLUTION TAKING PRELIMINARY ACTION TOWARD UNDERTAKING A CERTAIN PROJECT, AS DEFINED HEREIN, APPOINTING 407 BIG BAY ROAD LLC (THE "COMPANY") AND BROOKFIELD POWER US HOLDING AMERICA CO. (THE "OPERATOR"), AS AGENTS OF THE AGENCY FOR THE PURPOSE OF CONSTRUCTING AND EQUIPPING THE PROJECT FACILITY (AS DEFINED HEREIN) AND, ON CERTAIN CONDITIONS, AUTHORIZING THE EXECUTION AND DELIVERY OF AGENT AGREEMENTS AND CLOSING DOCUMENTS BY AND BETWEEN THE AGENCY AND THE COMPANY AND THE OPERATOR

WHEREAS, the Counties of Warren and Washington Industrial Development Agency (the "Agency") is a body corporate and politic duly organized and existing under Sections 856 and 890-c of the General Municipal Law ("GML") of the State of New York (the "State"), with its principal place of business at 5 Warren Street, Glens Falls, New York; and

WHEREAS, 407 Big Bay Road LLC, a limited liability company established pursuant to the laws of the State of New York, having an address of 27 Silver Circle, Queensbury, New York (the "Company") in conjunction with Brookfield Power US Holding America Co., a business corporation organized pursuant to the laws of the State of Delaware and authorized to do business in the State of New York, having an address of 200 Liberty Street, Suite 1400, New York City, New York have requested that the Agency provide financial assistance in the form of a partial real property tax abatement and a sales tax abatement regarding a project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 407 Big Bay Road in the Town of Queensbury, County of Warren, New York and being known as tax map parcel 309.17-1-16 (the "Land"); (ii) the planning, design, construction by the Company of an approximately 16,000+/- square foot facility to be used by the Company for the lease of office space, control room and dispatch operations for hydroelectric facilities to Brookfield Power US Holding America Co. (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"), all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 862 of the Laws of 1971 of the State of New York (collectively, the "Act"), as amended; and

WHEREAS, under Article 18-A of the General Municipal Law (the "Act"), the Legislature of the State of New York has granted the Agency the power and authority to undertake the Project, as the Act authorizes the Agency to promote, develop, encourage and assists projects such as this Project and to advance job opportunities, health general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Project will require the Agency and the Company to enter into an agreement whereby the Company will acquire, by lease, and construct the Project Facility and the Agency will lease the Project Facility to the Company; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transactions contemplated by the lease of the Facility; and

WHEREAS, a lease agreement (the "Lease Agreement") with respect to the Project, along with certain financing documents, will be executed by and between the Company and the Agency and will be acknowledged and agreed to, with respect to certain terms and conditions, by the Operator; and

WHEREAS, the Agency is a state agency under Section 8-0105 of the Environmental Conservation Law of the State of New York and the Project is an action under Article 8 of said law (Article 8 hereinafter being referred to as the "State Environmental Quality Review Act" or "SEQRA") and under 6 NYCRR Part 617, §§ 617.2(b) and 617.3(g); and

WHEREAS, the Company has submitted to the Agency, and the Agency has reviewed information needed to determine whether or not the Project will have a significant impact on the environment; and

WHEREAS, the acquisition, construction and installation of the Project Facility has not been commenced, and the Agency has not yet authorized the Project; and

WHEREAS, the Agency conducted a public hearing on February 2, 2022 pursuant to Article 18-A of the New York State General Municipal Law (the "Law") before taking official action relating to the Project.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. Findings. The Agency has reviewed the application to determine compliance with the requirements of the Act and based on the representations of the Company and Operator to the Agency in said application and elsewhere, the Agency hereby makes the following findings and determinations with respect to the Project:

(A) The Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes of the Act and to exercise all powers granted to it under the Act;

(B) The Project constitutes a "project", as that quoted term is defined in the Act;

(C) The acquisition, construction and installation of the Facility and the lease of the Facility to the Company and the Company's subsequent sublease to the Operator (i) will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the State of New York and the Counties of Warren and Washington and improve their standard of living; and (ii) will not result in the removal of an industrial or manufacturing plant of the Company or Operator from one area of the State to another area of the State nor will the completion of the Project result in the abandonment of one or more plants or facilities of the Company or Operator or any other proposed occupant of the Facility located within the State of New York;

(D) It is in the public interest for the Agency to undertake the Project on behalf of the Company and the Operator;

(E) The location of the site of the Project is acceptable to the Agency;

(F) The Facility is not known by the Agency to be in material violation of the local zoning laws and planning regulations of the Town of Queensbury and all regional and local land use plans for the area in which the Facility shall be located;

(G) The Facility and the operations of the Company and/or Operator are not known by the Agency to cause or result in the violation of the health, labor, environmental or other laws of the United States of America, the State of New York, the County of Warren or the Town of Queensbury; and

(H) The Project is an "Unlisted Action" under SEQRA for which the Town of Queensbury Planning Board (the "Planning Board") has acted as lead agency. On or about October 26, 2021, the Planning Board reviewed the Project Site Plan Application submitted on behalf of the Company and approved said Site Plan, and issued its Negative Declaration finding that the Project will not have a significant impact on the environment; and (ii) the Agency has thoroughly reviewed the environmental assessment form, negative declaration and related supporting information presented to the Agency within the Company's Application for Assistance in order to determine whether the Project might have any potential significant adverse impacts upon the environment. After conducting this review, the Agency has determined that the acquisition, construction and equipping of the Project Facility are consistent with social, economic and other essential considerations and will not result in any significant adverse impacts on the environment. The Agency hereby ratifies the findings and Negative Declaration of the Town of Queensbury Planning Board. In doing so, the Agency satisfies the requirements of Part 617 of Title 6 of the New York Code of Rules and Regulations and no further SEQRA review is required for the Project; and

(I) The Agency further determines that the Project will consist of a private investment of approximately \$4,500,000.00 and the Agency hereby determines this to be a Material Term, as defined in the Agency's Recapture of Benefits Policy, as amended from time to time, for the purposes of monitoring in accordance with the policies and procedures of the

Agency; and

(J) Undertaking the Project will lead to the creation of fifty (50) full time equivalent job opportunities for the inhabitants of the Counties of Warren and Washington and in the State of New York, the Agency hereby determines this to be a Material Term, as defined in the Agency's Recapture of Benefits Policy, as amended from time to time, in its determination to approve the Project and will require the Company and/or Operator to annually report its job numbers as required by law.

SECTION 2. Determinations. The Agency hereby determines to:

(A) enter into, execute and deliver the a lease agreement from the Company to the Agency and the Lease Agreement with the Company for the Project Facility subject to the approval of said documents by the Chairman and counsel to the Agency; and

(B) execute and deliver all other certificates and documents subject to the review and approval of said documents by the Chairman and counsel to the Agency.

The Company shall complete the Project by October 31, 2022 (the "Completion Date"). Unless an extension is granted by the Agency, the failure of the Company to complete the Project by the Completion Date shall be considered a "significant change in the use of the facility" as set forth in the Agency's Recapture of Benefits Policy, as amended from time to time.

SECTION 3. Company and/or Operator Appointed Agents of Agency.

(A) The Company and Operator are hereby appointed the true and lawful agents of the Agency to:

- (1) construct and install the Project Facility;
- (2) make, execute, acknowledge, and deliver all contracts, orders, receipts, instructions, and writings needed to complete the Project; and
- (3) do all other things requisite and proper for the completion of the Project.

(B) The Company is authorized to proceed with the acquisition, construction and installation of the Project Facility, subject to receiving appropriate municipal approvals needed prior to commencement of construction, and to advance such funds as may be necessary to accomplish these goals.

(C) The Company and Operator are also authorized to appoint third party agents to undertake the Project and thereby make available to such third party agents an exemption from New York State sales and use taxes in connection with undertaking the Project. This provision is subject to the Company and Operator entering into an Agent Agreement with the Agency.

(D) The Agency hereby authorizes exemptions from State and local sales and use taxes for purchases and rentals related to the undertaking of the Project in an amount not

to exceed Two Hundred Ten Thousand Dollars (\$210,000.00), based on eligible Project costs of Three Million Dollars (\$3,000,000.00); which exemption shall expire October 31, 2022.

(E) The Agency hereby approves of the Agent Agreement, a copy of which is incorporated herein by reference, with the Company and Operator which shall be subject to the termination and recapture of benefits policy of the Agency. The Agency further authorizes the execution and delivery of the Agent Agreement and any additional documents relative thereto.

(F) This section is intentionally left blank.

SECTION 4. Payment in Lieu of Tax (PILOT) Agreement. The Agency's approval is subject to the Company entering into a PILOT Agreement with the Agency whereby the Company agrees to make payments in lieu of taxes in any given year as if the Company were the owner of the Project and not the Agency. The Agency's approval is also subject to the Company agreeing to the terms of the Agency's Recapture of Benefits Policy.

The following PILOT schedule is consistent with the Agency's uniform policy is a partial real property tax abatement through a PILOT Agreement for a term of 10 years with a 50% exemption of real property taxes on the value of the improvements for years 1 through 5 and a 25% exemption of real property taxes on the value of the improvements for years 6 through 10.

The total Base Value for the parcel shall be \$274,400.00 for the term of the PILOT.

At all times, including during the term of the PILOT Agreement, the Company shall be responsible for the full payment of water and sewer assessments, as may be applicable and any other special district assessments.

The estimated real property tax benefit during the term of the PILOT Agreement is \$303,045.00.

The substance and form of the Agreement for Payments in Lieu of Taxes is hereby approved, subject to approval as to content by the Chairman and the Agency's counsel.

SECTION 5. Administrative and Legal Fees. The Company will pay all costs incurred by the Agency, including but not limited to attorney's fees, which arise out of Company's Application for Financial Assistance, whether or not such assistance is ultimately issued. Agency's attorney's fees will be calculated at a time rate of \$375.00 per hour for attorney's time and \$125.00 per hour for senior legal assistant's time, plus disbursements. Upon closing of all of the Project documents, the Company will pay to the Agency an administrative fee (the "Administrative Fee") of \$33,750.00 based upon an estimated Project cost of \$4,500,000.00 pursuant to the schedule set forth below and contained within the Company's Application for Financial Assistance:

First \$10 Million of Project Costs:	$\frac{3}{4}$ of 1%
Next \$10 Million of Project Costs:	$\frac{1}{2}$ of 1%

Next \$10 Million of Project Costs:	¼ of 1 %
Above \$30 Million of Project Costs:	1/8 of 1%.

Following the completion of the Project Facility, the Company shall confirm, in writing, the actual Project cost. In the event that the total Project cost exceeds the estimate provided herein, the Agency may require the payment of the difference that would otherwise be due pursuant to the above-schedule.

SECTION 6. Insurance. The Company and Operator shall deliver to the Agency certificates of insurance, complying with the requirements as required by the Agency, and indicating that:

(a) The Company and Operator maintain insurance with respect to the Facility providing the coverage against the risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, and mandated by the Agency, including, but not necessarily limited to the following:

(i) Insurance protecting the respective interests of the Company, the Operator and the Agency against loss or damage to the Project Facility by fire, lightning and other casualties normally insured against with a uniform standard extended coverage endorsement, such insurance at all times to be in an amount not less than the total cash replacement value of the Project Facility, as determined by a recognized appraiser or insurer selected by the Company; provided, however, that the Company may, insure all or a portion of the Project Facility under a blanket insurance policy or policies covering not only the Project Facility or portions thereof but other property. The parties agree that for purposes of this Project the Company will be responsible for providing builders risk insurance.

(ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Company and /or Operator is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company and/or Operator who are located at or assigned to the Project Facility and for all contractors and subcontracts.

(iii) Insurance protecting the Company, the Operator and the Agency against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the Property of others caused by any accident or occurrence, with a single combined limit of not less than \$2,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and damage to the Property of others, excluding liability imposed upon the Company/Operator by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000.00 protecting the Company/Operator and the Agency against any loss or liability or damage for personal injury, death or Property

damage.

(iv) If applicable and if it is determined that the Project Facility is located within an area identified by the Secretary of Housing and Urban Development as having special flood hazards, insurance against loss by floods in an amount not less than \$1,000,000.00 or to the maximum limit of coverage made available, whichever is less.

(v) Other insurance coverage required by any Governmental Authority in connection with any Requirement.

(b) all policies evidencing such insurance,

(i) name the Company and the Agency as insureds, as their interests may appear, and

(ii) provide for at least thirty (30) days' written notice to the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof.

SECTION 7. Approval of Closing Documents. The substance and form of the Underlying Lease, the Lease Agreement, Project Agreement, Agent Agreement, Environmental Compliance and Indemnification Agreement and accompanying NYS forms, and all other certificates or documents to be delivered or executed and delivered by the Agency (hereinafter collectively referred to as the "Closing Documents") are hereby approved, subject to approval as to content by the Chairman and the Agency's counsel.

SECTION 8. This section is intentionally left blank.

SECTION 9. Approval of Sublease. It is the intention of the Company to sublease the Project Facility to Brookfield Power US Holding America Co., a business corporation organized by the laws of the State of Delaware and authorized to do business in the State of New York (the "Operator"). The Agency hereby approves and consents to the sublease from the Company to Operator, subject to the Operator agreeing to certain terms and conditions, as may be applicable of the Closing Documents.

SECTION 10. Authorized Representatives. (A) The Chairman or the Vice Chairman is hereby authorized to execute and deliver any and all documents necessitated by this Resolution. If required, the signature of the Chairman or Vice Chairman shall be attested by the Secretary or Treasurer of the Agency (or Agency Counsel, in the absence of a Secretary/Treasurer) who, if required, shall affix a facsimile of the Agency's seal to documents required to be under seal. (B) On the advice of Counsel to the Agency, the Chairman or Vice Chairman shall make such reasonable changes to the documents as shall be required to promote and protect the Agency's interests with respect to the Project. All such changes shall be made prior to the closing.

SECTION 11. Public Inspection. A copy of this resolution and a copy of the Company's

and Operator's Application for Assistance, together with all other application materials not protected under applicable Freedom of Information Laws, shall be placed on file in the office of the Agency. Such documents shall be available for public inspection during normal business hours.

SECTION 12. Document Preparation. Counsel to the Agency is hereby authorized and directed to cooperate with counsel to the Company and Operator, as well as all other necessary parties in order to prepare the documents need to undertake the Project and to effectuate the provisions of this Resolution.

SECTION 13. Distribution of Resolution. The Chairman of the Agency is hereby authorized to distribute copies of this resolution to the Company, the Operator and all other persons requesting it.

SECTION 14. Public Hearing. A public hearing for this Project was duly authorized and held on February 2, 2022 in accordance with the provisions of Article 18-A of the General Municipal Law.

SECTION 15. Further Action. The Chairman of the Agency is authorized to take such further action as shall be necessary to give effect to and implement this resolution.

SECTION 16. Effective Date. Subject to the contingencies set forth herein, this resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote by roll call and was thereupon declared duly adopted.

{Acknowledgement to Follow}

STATE OF NEW YORK)
) SS:
COUNTY OF WARREN)

This is to certify that I, Alie Weaver, Records Management Officer for the Counties of Warren and Washington Industrial Development Agency, do hereby certify that the foregoing is a true and correct copy and the whole thereof of a Resolution duly adopted by the Counties of Warren and Washington Industrial Development Agency, Glens Falls, New York on the ____ day of February, 2022.

In witness whereof, I have hereto set my hand and affixed the official seal of the Counties of Warren and Washington Industrial Development Agency on this ____ day of _____, 2022.

[SEAL]

Alie Weaver
Counties of Warren and Washington
Industrial Development Agency

Acknowledged and Agreed to

By:
Title: _____ of 407 Big Bay Road LLC

By:
Title: _____ of Brookfield Power US Holding America Co.

MILLER, MANNIX, SCHACHNER & HAFNER, LLC
ATTORNEYS AT LAW

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February 2, 2022

Kara I. Lais, Esq.
Fitzgerald, Morris, Baker & Firth
68 Warren Street
Glens Falls, NY 12801

VIA E-MAIL: KIL@fmbf-law.com

Re: Fort William Henry Corporation Project

Dear Kara:

It was good speaking with you about the Fort William Henry Corporation ("FWHC") Project. As we mentioned, due to permit delays and the delays we are seeing on obtaining materials, etc. the Project completion date needs to be changed.

You informed us that we, as Counsel to the FWHC, could by a letter from us as corporate counsel write to amend the FWHC IDA application to have the correct completion date. We needed to explain the reasons for the change.

We request that the Project completion date be extended until May 1, 2023. The reasons are as follows:

Three portions of the Project cannot be completed by May 31, 2022: the three season porch, the new fire protection system, and the hardscape near the three season porch, all relating to not being able to complete the three season porch before the 2022 wedding and summer season begins so these portions of the Project will have to be constructed starting around November 1, 2022, after our main 2022 season. Obtaining the necessary permits took longer than expected. As we discussed with you, we expect the Village of Lake George Planning Board to perform its SEQRA review at its February 16, 2022 meeting and issue their negative declaration before approving the remaining portions of the Project and issuing any additional necessary permits. Once we receive



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Kara I. Lais, Esq.
Re: Fort William Henry Corporation Project
February 2, 2022
Page 2 of 2

copies of these documents, we will provide them to you - hopefully in time that the IDA may be able to act on February 22 as we discussed.

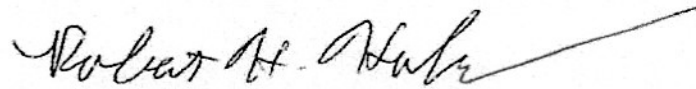
The timing of the approvals delayed our ability to complete the three season porch before our wedding and summer season so it is expected to begin in November of this year. As part of that portion of the Project, we will complete installation of the new fire protection system so that it will be operational (it cannot be completed until this work is also completed). The last portion of the Project is the hardscape around the three season porch which cannot be completed until after the three season porch is completed and then when the winter weather allows - hopefully by early April as we need to complete the hardscape by May 1, 2023.

Please consider this the required amendment to the FWHC IDA application to change the applicable completion date until May 1, 2023.

Please confirm this meets the IDA's requirements or let us know what more we can provide. It is good working with you on this Project.

Very truly yours,

MILLER, MANNIX, SCHACHNER & HAFNER, LLC



Robert H. Hafner

RHH/vh

cc:

Counties of Warren and Washington Industrial Development Agency

Resolution No. 22-_____
Adopted February ____, 2022

Introduced by _____
who moved its adoption.

Seconded by _____

RESOLUTION TAKING PRELIMINARY ACTION TOWARD UNDERTAKING A CERTAIN PROJECT, AS DEFINED HEREIN, APPOINTING THE FORT WILLIAM HENRY CORPORATION (THE "COMPANY"), AS AGENT OF THE AGENCY FOR THE PURPOSE OF CONSTRUCTING AND EQUIPPING THE PROJECT FACILITY (AS DEFINED HEREIN) AND, ON CERTAIN CONDITIONS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGENT AGREEMENT AND CLOSING DOCUMENTS BY AND BETWEEN THE AGENCY AND THE COMPANY

WHEREAS, the Counties of Warren and Washington Industrial Development Agency (the "Agency") is a body corporate and politic duly organized and existing under Sections 856 and 890-c of the General Municipal Law ("GML") of the State of New York (the "State"), with its principal place of business at 5 Warren Street, Glens Falls, New York; and

WHEREAS, The Fort William Henry Corporation, a business corporation established pursuant to the laws of the State of New York, having an address of 48 Canada Street, Lake George, New York (the "Company") has requested that the Agency provide financial assistance in the form of a payment in lieu of taxes, a mortgage recording tax exemption and sales tax abatements regarding a certain tourist destination project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 48 Canada Street in the Village and Town of Lake George, County of Warren, New York and being known as tax map parcel 251.18-3-72 (the "Land"); (ii) the planning, design, construction, operation and maintenance by the Company of a three season porch around the White Lion Room and kitchen expansion at the Tankard Tavern (collectively, the "Improvements"); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Land and the Improvements, the "Facility"); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"), all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 862 of the Laws of 1971 of the State of New York (collectively, the "Act"), as amended; and

WHEREAS, under Article 18-A of the General Municipal Law (the "Act"), the Legislature of the State of New York has granted the Agency the power and authority to undertake the Project, as the Act authorizes the Agency to promote, develop, encourage and

assists projects such as this Project and to advance job opportunities, health general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Project will require the Agency and the Company to enter into an agreement whereby the Company will acquire, by lease, and construct the Project Facility and the Agency will lease the Project Facility to the Company; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transactions contemplated by the lease of the Facility; and

WHEREAS, a lease agreement (the "Lease Agreement") with respect to the Project, along with certain financing documents, will be executed by and between the Company and the Agency; and

WHEREAS, the Agency is a state agency under Section 8-0105 of the Environmental Conservation Law of the State of New York and the Project is an action under Article 8 of said law (Article 8 hereinafter being referred to as the "State Environmental Quality Review Act" or "SEQRA") and under 6 NYCRR Part 617, §§ 617.2(b) and 617.3(g); and

WHEREAS, the Agency has not yet made a preliminary determination as to the potential environmental significance of the Project and therefore has not yet determined whether an environmental impact statement is required to be prepared with respect to the Project; and

WHEREAS, pursuant to the Act, any approval of the Project contained herein is contingent upon a determination by the members of the Agency to proceed with the Project following satisfaction of all requirements of SEQRA that relate to the Project; and

WHEREAS, the acquisition, construction and installation of the Project Facility has not been commenced, and the Agency has not yet authorized the Project; and

WHEREAS, the Agency conducted a public hearing on February 2, 2022 pursuant to Article 18-A of the New York State General Municipal Law (the "Law") before taking official action relating to the Project.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. Findings. The Agency has reviewed the application to determine compliance with the requirements of the Act and based on the representations of the Company to the Agency in said application and elsewhere, the Agency hereby makes the following findings and determinations with respect to the Project:

(A) The Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes of the Act and to exercise all powers granted to it under the Act;

(B) The Project constitutes a "project", as that quoted term is defined in the Act;

(C) The acquisition, construction and installation of the Facility and the lease of the Facility to the Company (i) will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the State of New York and the Counties of Warren and Washington and improve their standard of living; and (ii) will not result in the removal of an industrial or manufacturing plant of the Company from one area of the State to another area of the State nor will the completion of the Project result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Facility located within the State of New York;

(D) It is in the public interest for the Agency to undertake the Project on behalf of the Company;

(E) The location of the site of the Project is acceptable to the Agency;

(F) The Facility is not known by the Agency to be in material violation of the local zoning laws and planning regulations of the Town and Village of Lake George and all regional and local land use plans for the area in which the Facility shall be located;

(G) The Facility and the operations of the Company are not known by the Agency to cause or result in the violation of the health, labor, environmental or other laws of the United States of America, the State of New York, the County of Warren or the Town and Village of Lake George; and

(H) This section is intentionally left blank.

(I) The Agency further determines that the Project will consist of a private investment of approximately \$2,410,000.00 and the Agency hereby determines this to be a Material Term, as defined in the Agency's Recapture of Benefits Policy, as amended from time to time, for the purposes of monitoring in accordance with the policies and procedures of the Agency; and

(J) Undertaking the Project will lead to the retention of twelve (12) full time and eighteen (18) part time and/or seasonal jobs and will lead to the creation of three (3) full time equivalent job opportunities and six (6) part time and/or seasonal job opportunities for the inhabitants of the Counties of Warren and Washington and in the State of New York, the Agency hereby determines this to be a Material Term, as defined in the Agency's Recapture of Benefits Policy, as amended from time to time, in its determination to approve the Project and will require the Company to annually report its job numbers as required by law.

SECTION 2. Determinations. The Agency hereby determines to:

(A) enter into, execute and deliver the a lease agreement from the Company to the Agency and the Lease Agreement with the Company for the Project Facility subject to the approval of said documents by the Chairman and counsel to the Agency; and

(B) execute and deliver all other certificates and documents subject to the review and approval of said documents by the Chairman and counsel to the Agency.

The Company shall complete the Project by May 31, 2022 (the "Completion Date"). Unless an extension is granted by the Agency, the failure of the Company to complete the Project by the Completion Date shall be considered a "significant change in the use of the facility" as set forth in the Agency's Recapture of Benefits Policy, as amended from time to time.

SECTION 3. Company Appointed Agent of Agency.

(A) The Company is hereby appointed the true and lawful agents of the Agency to:

- (1) construct and install the Project Facility;
- (2) make, execute, acknowledge, and deliver all contracts, orders, receipts, instructions, and writings needed to complete the Project; and
- (3) do all other things requisite and proper for the completion of the Project.

(B) The Company is authorized to proceed with the acquisition, construction and installation of the Project Facility, subject to receiving appropriate municipal approvals needed prior to commencement of construction, and to advance such funds as may be necessary to accomplish these goals.

(C) The Company is also authorized to appoint third party agents to undertake the Project and thereby make available to such third party agents an exemption from New York State sales and use taxes in connection with undertaking the Project. This provision is subject to the Company entering into an Agent Agreement with the Agency.

(D) The Agency hereby authorizes exemptions from State and local sales and use taxes for purchases and rentals related to the undertaking of the Project in an amount not to exceed Eighty Seven Thousand Five Hundred Dollars (\$87,500.00), based on eligible Project costs of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00); which exemption shall expire May 31, 2022.

(E) The Agency hereby approves of the Agent Agreement, a copy of which is incorporated herein by reference, with the Company which shall be subject to the termination and recapture of benefits policy of the Agency. The Agency further authorizes the execution and delivery of the Agent Agreement and any additional documents relative thereto.

(F) The Agency hereby acknowledges and approves a mortgage tax exemption relating to the Project in an estimated amount of \$16,250.00, based on an estimated mortgage amount of \$1,300,000.00.

SECTION 4. Payment in Lieu of Tax (PILOT) Agreement. The Agency's approval is subject to the Company entering into a PILOT Agreement with the Agency whereby the Company agrees to make payments in lieu of taxes in any given year as if the Company were the

owner of the Project and not the Agency. The Agency's approval is also subject to the Company agreeing to the terms of the Agency's Recapture of Benefits Policy.

The following PILOT schedule is consistent with the Agency's uniform policy is a partial real property tax abatement through a PILOT Agreement for a term of 10 years with a 50% exemption of real property taxes on the value of the improvements for years 1 through 5 and a 25% exemption of real property taxes on the value of the improvements for years 6 through 10.

The total Base Value for the parcel shall be \$11,600,000.00 for the term of the PILOT.

At all times, including during the term of the PILOT Agreement, the Company shall be responsible for the full payment of water and sewer assessments, as may be applicable and any other special district assessments.

The estimated real property tax benefit during the term of the PILOT Agreement is \$127,855.00.

The substance and form of the Agreement for Payments in Lieu of Taxes is hereby approved, subject to approval as to content by the Chairman and the Agency's counsel.

SECTION 5. Administrative and Legal Fees. The Company will pay all costs incurred by the Agency, including but not limited to attorney's fees, which arise out of Company's Application for Financial Assistance, whether or not such assistance is ultimately issued. Agency's attorney's fees will be calculated at a time rate of \$375.00 per hour for attorney's time and \$125.00 per hour for senior legal assistant's time, plus disbursements. Upon closing of all of the Project documents, the Company will pay to the Agency an administrative fee (the "Administrative Fee") of \$18,075.00 based upon an estimated Project cost of \$2,410,000.00 pursuant to the schedule set forth below and contained within the Company's Application for Financial Assistance:

First \$10 Million of Project Costs:	$\frac{3}{4}$ of 1%
Next \$10 Million of Project Costs:	$\frac{1}{2}$ of 1%
Next \$10 Million of Project Costs:	$\frac{1}{4}$ of 1 %
Above \$30 Million of Project Costs:	$\frac{1}{8}$ of 1%.

Following the completion of the Project Facility, the Company shall confirm, in writing, the actual Project cost. In the event that the total Project cost exceeds the estimate provided herein, the Agency may require the payment of the difference that would otherwise be due pursuant to the above-schedule.

SECTION 6. Insurance. The Company shall deliver to the Agency a certificate of insurance, complying with the requirements as required by the Agency, and indicating that:

- (a) The Company maintains insurance with respect to the Facility providing the coverage against the risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, and mandated by the Agency, including, but not necessarily limited

to the following:

(i) Insurance protecting the interests of the Company and the Agency against loss or damage to the Project Facility by fire, lightning and other casualties normally insured against with a uniform standard extended coverage endorsement, such insurance at all times to be in an amount not less than the total cash replacement value of the Project Facility, as determined by a recognized appraiser or insurer selected by the Company; provided, however, that the Company may, insure all or a portion of the Project Facility under a blanket insurance policy or policies covering not only the Project Facility or portions thereof but other property. The parties agree that for purposes of this Project the Company will be responsible for providing builders risk insurance.

(ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project Facility and for all contractors and subcontracts.

(iii) Insurance protecting the Company and the Agency against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the Property of others caused by any accident or occurrence, with a single combined limit of not less than \$2,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000.00 protecting the Company and the Agency against any loss or liability or damage for personal injury, death or Property damage.

(iv) If applicable and if it is determined that the Project Facility is located within an area identified by the Secretary of Housing and Urban Development as having special flood hazards, insurance against loss by floods in an amount not less than \$1,000,000.00 or to the maximum limit of coverage made available, whichever is less.

(v) Other insurance coverage required by any Governmental Authority in connection with any Requirement.

(b) all policies evidencing such insurance,

(i) name the Company and the Agency as insureds, as their interests may appear, and

(ii) provide for at least thirty (30) days' written notice to the Agency prior to cancellation, lapse, reduction in policy limits or material change in

coverage thereof.

SECTION 7. Approval of Closing Documents. The substance and form of the Underlying Lease, the Lease Agreement, Project Agreement, Agent Agreement, Environmental Compliance and Indemnification Agreement and accompanying NYS forms, and all other certificates or documents to be delivered or executed and delivered by the Agency (hereinafter collectively referred to as the "Closing Documents") are hereby approved, subject to approval as to content by the Chairman and the Agency's counsel.

SECTION 8. Approval of Company's Financing Documents. The Chairman or the Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company in an estimated principal amount of \$1,300,000.00 to undertake the Project, acquire the Facility and/or finance equipment and other personal property and related transactional costs. The Agency hereby approves of a mortgage tax exemption in connection with the mortgage, assignment of leases and rents, and/or security agreement set forth in this Section.

SECTION 9. SEQRA Contingency. The Project is an "Action" under the State Environmental Quality Review Act ("SEQRA") for which the Village of Lake George Planning Board will act as lead agency. A final determination by the members of the Agency to proceed with the Project and to enter into the straight lease transaction with the Company will follow a determination by the members of the Agency that all requirements of SEQRA that relate to the Project have been fulfilled. The Agency will not make a SEQRA determination until after the Village of Lake George Planning Board review.

SECTION 10. Retail Facility Contingency. At least one third of the total project costs for the Project will be used for the development of a retail facility. Pursuant to Section 862 of the General Municipal Law, financial assistance from the Agency is prohibited for retail projects unless one of the following exceptions applies: (A) a tourism destination project; (B) a project located in a highly distressed area; and/or (C) a project that provides a good or service to the area that otherwise would not be reasonably accessible to the residents. The Project meets (A), as described herein, since the Project is tourism destination in that, based on information provided by the Company, it attends to attract a significant number of visitors from outside the Capital Region economic development region, as defined by New York Economic Development Law section 230. Based on data compiled by the Company for prior years, it is anticipated that a considerable number of persons will continue to visit the Project Facility from outside of the economic development region.

SECTION 11. Authorized Representatives. (A) The Chairman or the Vice Chairman is hereby authorized to execute and deliver any and all documents necessitated by this Resolution. If required, the signature of the Chairman or Vice Chairman shall be attested by the Secretary or Treasurer of the Agency (or Agency Counsel, in the absence of a Secretary/Treasurer) who, if required, shall affix a facsimile of the Agency's seal to documents required to be under seal. (B) On the advice of Counsel to the Agency, the Chairman or Vice Chairman shall make such

reasonable changes to the documents as shall be required to promote and protect the Agency's interests with respect to the Project. All such changes shall be made prior to the closing.

SECTION 12. Public Inspection. A copy of this resolution and a copy of the Company's Application for Assistance, together with all other application materials not protected under applicable Freedom of Information Laws, shall be placed on file in the office of the Agency. Such documents shall be available for public inspection during normal business hours.

SECTION 13. Document Preparation. Counsel to the Agency is hereby authorized and directed to cooperate with counsel to the Company, as well as all other necessary parties in order to prepare the documents need to undertake the Project and to effectuate the provisions of this Resolution.

SECTION 14. Distribution of Resolution. The Chairman of the Agency is hereby authorized to distribute copies of this resolution to the Company and all other persons requesting it.

SECTION 15. Public Hearing. A public hearing for this Project was duly authorized and held on February 2, 2022 in accordance with the provisions of Article 18-A of the General Municipal Law.

SECTION 16. Further Action. The Chairman of the Agency is authorized to take such further action as shall be necessary to give effect to and implement this resolution.

SECTION 17. Effective Date. Subject to the contingencies set forth herein, this resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote by roll call and was thereupon declared duly adopted.

{ Acknowledgement to Follow }

STATE OF NEW YORK)
) SS:
COUNTY OF WARREN)

This is to certify that I, Alie Weaver, Records Management Officer for the Counties of Warren and Washington Industrial Development Agency, do hereby certify that the foregoing is a true and correct copy and the whole thereof of a Resolution duly adopted by the Counties of Warren and Washington Industrial Development Agency, Glens Falls, New York on the ____ day of February, 2022.

In witness whereof, I have hereto set my hand and affixed the official seal of the Counties of Warren and Washington Industrial Development Agency on this ____ day of _____, 2022.

[SEAL]

Alie Weaver
Counties of Warren and Washington
Industrial Development Agency

Acknowledged and Agreed to

By:
Title: _____ of The Fort William Henry Corporation



Warren-Washington Counties Industrial Development Agency

5 Warren Street, Glens Falls, NY 12801

Project Name: Brookfield Renewable Energy Command Center 2022

Project Type: Office/Manufacturing

Date Adopted: January 18, 2022

Project Location: 407 Big Bay Road, Queensbury

Project Municipality: Town of Queensbury

Parcel Identification: 309.17-1-16

Project Description: Construction of 24/7 Command Center

Total Project Investment: \$4,500,000

Project Material Terms: Investment of \$16,000,000 Command Center

IDA Benefits Provided: Sales and Use Tax Exemption & PILOT

Community Benefit Project: Investment of 50 full-time jobs; hub for Brookfield Renewable Energy

MEMO ON THE BROOKFIELD RENEWABLE ENERGY APPLICATION FOR BENEFITS TO THE WARREN-WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

From: Michael Ostrander

Date: December 29, 2021

CONFIDENTIAL

It is the purpose of this document to set forth the facts and considerations utilized by the Warren-Washington Counties IDA (WWIDA) in making a decision to provide financial incentives to Brookfield Renewable Energy to assist in the building of a state of the art Command Center in Queensbury, New York. This document sets forth the various factors considered by the WWIDA and is intended to provide a concise record of the issues considered as well as the justification for the incentive package offered by the WWIDA.

The application Brookfield Renewable Energy has submitted to the WWIDA for tax abatement incentives for a project to build & operate a 16,000 square foot operations center in Queensbury, New York.

Brookfield Renewable Energy is one of the world's largest investors in renewable power, with over 20,000 megawatts of generating capacity. Their assets, located in North and South America, Europe, India and China, comprise a diverse technology base of hydro, wind, utility-scale solar, distributed generation, storage and other renewable technologies.

The applicant is an independent renewable energy power producer that owns numerous hydroelectric facilities throughout NY state including several within the counties of Warren and Washington. This power is generated through the NY ISO. The main control room and dispatch operations for the hydros is currently located in Massachusetts and the applicant wishes to re-locate to NY and more specifically at their current location in Queensbury.

Project Description

Brookfield Renewable Energy has applied for sales and PILOT incentives to build a 16,000 square foot office structure that will house staff and a 24/7 control center. This will include house management, operations and IT staff (approximately 50 total).

This new facility will house upgraded equipment to monitor Brookfield's vast hydro electric dams in addition to training areas to bring new employees up to speed on their operations.

The new building will be located adjacent to the existing Brookfield Building on Big Bay Road which will allow the company to consolidate efforts on the same property as opposed to different states. The new control center allows for state of the art equipment to be brought into the facility for training and oversight of the hydro-electric dams Brookfield is responsible for.

ANALYSIS OF PILOT AND ABATEMENT REQUEST FROM BROOKFIELD:

In reviewing the tax abatements requested by Brookfield, they are requesting the following:

Brookfield Renewable Energy is requesting PILOT tax incentives. In comparing the application to the WWIDA protocol's, this application would best be served under the 50/25 PILOT as it is not a manufacturing facility but a control center to oversee Brookfield's large hydro-electric dam portfolio. The first 5 years of the PILOT would be a 50% abatement, while years 6-10 would be a 25% abatement. In total, the PILOT will save Brookfield \$303,045

Brookfield requested sales tax abatement. The WWIDA calculated this savings at approximately \$201,000 (below).

Brookfield did not request mortgage tax abatement because the builder, Gross Electric, is paying cash to construct the building (below).

Gross Electric has received the necessary approval from the Queensbury Town Planning Board and plans to begin construction in February at the new site. Gross Electric is estimating construction costs of materials at approximately \$2,700,000 with as much as 50% coming from local companies located within Warren County.

ECONOMIC IMPACT: The economic impact to the area should be significant. In addition to moving 12 high paying jobs from its current headquarters in Massachusetts, Brookfield plans to hire another approximately 40 full time local positions for their new headquarters. Gross Electric, as the builder has committed to 50-100 temporary construction jobs while the facility is being manufactured.

The WWIDA envisions the local businesses impacted in a positive way from the construction positions. These businesses include restaurants and other local establishments. The local housing community will benefit from the 50+ jobs Brookfield is hiring/moving to the area in addition to local businesses such as restaurants, local retail stores and Aviation Mall.

SALES AND USE TAX ABATEMENT: Sales Tax Abatement will be given based on the final Sales Tax Usage. This is currently estimated at: \$301,000.

MORTGAGE REPORTING TAX ABATEMENT: Mortgage tax abatement for this project is N/A as there is no mortgage.

For the reasons mentioned above and for the fact that Brookfield states that the project cannot move forward without assistance from the WWIDA, it would be in the best interest of the Warren-Washington Counties IDA to approve the application.