

**COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY**

5 Warren Street, Suite 210

Glens Falls, New York 12801

Tel. (518) 792-1312

The January Board Meeting for Warren Washington Industrial Development Agency was held on Tuesday, February 21, 2023 at the Washington County Municipal Building at 4:00 pm. The following were:

PRESENT:	Dave O'Brien	Chair
	Craig Leggett	Vice Chair
	Juan Gonzales	Member
	Ginny Sullivan	Member
	Tim Robinson	Member
	Dan Bruno	Park Chair
	Nick Caimano	Member

ABSENT:	Mary King	Member
	Brian Campbell	Secretary
	Mike Wild	Member

The following were also present:

	Kara Lais, Esq.	FitzGerald Morris Baker Firth, PC
	Al Nolette	Washington County Treasurer
Minutes were taken by:	Alie Weaver	Office Administrator

Attendance was taken by roll call and quorum was confirmed.

January 2023 Minutes: Mr. Bruno made a motion to approve the January 2023 board meeting minutes and Mr. Caimano seconded. All voted in favor by voice vote.

Accounts Payables and Financial Analysis: Mr. Robinson presented the balance sheet and annual comparison income statement.

Mr. Caimano made a motion to approve the February payables and Mr. Gonzales seconded. All voted in favor by roll call vote.

Canalside Master Plan Update – Mr. Bruno stated that LaBella has started the work necessary to move forward with the development of sanitary sewer service to the site and they are also reviewing the water system to check for any necessary upgrades or modifications, as well as with the gas and electric.

He reminded the members that 400,000 gallons of storm water needs to be mitigated in order to introduce 100,000 gallons of sanitary sewer to the Washington County Sewer District.

He noted that the final engineering plans from LaBella will be a detailed design ready to go for bid.

UTEP – Mr. O'Brien stated that taxing jurisdictions have until March 1st to submit comments on the proposed UTEP changes.

Solar Update – Mr. O'Brien stated that proposed solar guidelines have been sent to the board members for review. After some discussion on the guidelines, the board members agreed that more time is needed for review and discussion before adopting.

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INDUSTRIAL DEVELOPMENT AGENCY

Irving Non-Disclosure Agreement – Mr. O'Brien stated that Irving Tissue wishes to discuss a potential project with the IDA and has requested that a Non-Disclosure Agreement be signed prior to any discussions. Mr. Robinson made a motion to approve going forward with the NDA and Mr. Leggett seconded. All voted in favor by voice vote.

Title Insurance Transfer – Mr. O'Brien stated that the IDA agreed to cover the cost of title insurance for the Town of Fort Edward in the transference of the Canalside road from the Kingsbury line to the gate. He noted that this cost is \$3,000.

Mr. Bruno made a motion to approve this cost and Mr. Robinson seconded. All voted in favor by voice vote.

Fort Edward NEPA Costs – Mr. O'Brien stated that the Village of Fort Edward is requesting the IDA to cover the deposit of attorney costs to perform NEPA and SEQRA for the Canalside Park. He noted that this cost will be covered by the NBRC grant.

Mr. Bruno made a motion to approve this cost and Mr. Gonzales seconded. All voted in favor by voice vote.

Mr. O'Brien also stated that the CHPE will start their lease of Canalside property on March 1st for \$12,800 per month.

Other – Mr. Nolette gave an overview of PILOT payments. He noted that every county treasurer is required to stay within the boundaries of the tax cap formula, which include PILOTs. He explained that the levy does not rise with increased tax revenue, but the rates decrease. He noted the risk of losing the project altogether if a PILOT incentive was not in place, thus preventing any increase in future taxes for that project.

Mr. O'Brien further explained that some projects need the PILOT incentives to secure financing and noted that increased job counts also promote tax revenue. He also noted that community host benefit packages do not enter the tax cap formula.

Mr. Nolette stated that levy growth enters into the tax cap formula, growing the levy base enters into the tax cap formula, driving the rate down.

He noted that the sales tax and mortgage tax exemptions create current loss of revenue, creating local resistance.

Mr. O'Brien stated that the cost benefit analysis considers economic development, increase of jobs, and increase of property value which helps attract people to the area.

Discussion ensued on cost benefit analysis and the return of investment for PILOT projects and increasing the new member training and spreading education on PILOTs.

Public Comments – There were no public comments.

Adjournment – There being no further business to discuss, Mr. O'Brien adjourned the February IDA Board meeting at 5:20 pm.

02/08/23

WWIDA Profit & Loss Prev Year Comparison January 2023

	Jan 23	Jan 22	% Change
Ordinary Income/Expense			
Income			
Non-Operating Revenue			
Donations - Land	0	10,500,000	-100%
Investment Earnings			
2401 - Interest Income	0	-0	100%
2401.1 - Interest Income CDs	0	14	-100%
2401 - Interest Income - Other	0	14	-100%
Total 2401 - Interest Income	0	14	-100%
Total Investment Earnings	0	14	-100%
10001 - Canalside Sale/Misc Income	0	2,094	-100%
Total Non-Operating Revenue	0	10,502,108	-100%
Operating Revenue			
Canalside Lease Income	4,950	0	100%
Charges for Services			
2116.1 - Project Fees - Existing	13,165	0	100%
2116.2 - Project Fees - New	0	46,285	-100%
Total Charges for Services	13,165	46,285	-72%
Total Operating Revenue	18,115	46,285	-61%
2770 - Project - Legal Reimbursable	623	0	100%
Total Income	18,738	10,548,392	-100%
Gross Profit	18,738	10,548,392	-100%
Expense			
Nonoperating Expenses			
107 - Airport Industrial Park	10,417	10,537	-1%
Property/Sewer/Water Taxes AIP	10,417	10,537	-1%
Total 107 - Airport Industrial Park	10,417	10,537	-1%
Total Nonoperating Expenses	10,417	10,537	-1%
Operating Expenses			
Other operating expenses			
Interest	41	0	100%
1910.4 - Insurance	4,705	0	100%
Liability/Commercial Insurance	50	50	0%
Public Officials Liability			

02/08/23

WWIDA **Profit & Loss Prev Year Comparison** **January 2023**

	Jan 23	Jan 22	% Change
Workers' Comp Insurance			
Total 1910.4 · Insurance	0	59	-100%
2675.1 · Sale of Lots	4,755	109	4,280%
Land conveyance	0	386	-100%
Total 2675.1 · Sale of Lots	0	386	-100%
6460.4 · Contractual Services			
Advertising/Marketing	2,438	0	100%
Computer & Website Related	747	194	285%
Dues	335	110	205%
Rent	1,000	1,000	0%
Subscriptions	0	223	-100%
Telephone and Internet	340	183	86%
6460.4 · Contractual Services - Other	0	315	-100%
Total 6460.4 · Contractual Services	4,859	2,025	140%
Total Other operating expenses			
Professional service contracts	9,655	2,520	283%
Accounting			
Engineering - Phase I & General	400	400	0%
Legal	0	2,458	-100%
Fees for Project	1,805	2,911	-38%
Total Legal	1,805	2,911	-38%
Total Professional service contracts			
6460.45 · Staff Payroll - WWIDA	2,205	5,768	-62%
6460.5 · Supplies and Materials	13,176	11,506	15%
Misc Office Expenses			
Bank Fees	39	0	100%
Total Misc Office Expenses	39	0	100%
Office Supplies	116	72	61%
Postage	460	116	296%
Total 6460.5 · Supplies and Materials	615	188	227%
9000 · Employee Benefits			
Employee Benefit - Retirement	0	0	0%
Medicare - Company	274	109	152%

02/08/23

WWIDA **Profit & Loss Prev Year Comparison** **January 2023**

	Jan 23	Jan 22	% Change
Social Security - Company	1,172	465	152%
Unemployment Insurance	0	0	0%
VEHICLE ALLOWANCE	0	250	-100%
6460.47 - Staff Telephone Allowance	0	40	-100%
Total 9000 - Employee Benefits	1,446	864	67%
Operating Expenses - Other	0	0	0%
Total Operating Expenses	27,097	20,846	30%
10000 - Canalside Energy Park			
10100 - Dewatering Expenses			
10125 - Land & Building Maintenance	9,397	4,587	105%
10130 - Dewatering Taxes	11,962	0	100%
10135 - Dewatering Gas & Electric	3,930	0	100%
Total 10100 - Dewatering Expenses	25,289	4,587	451%
Total 10000 - Canalside Energy Park	25,289	4,587	451%
66900 - Reconciliation Discrepancies	0	-0	100%
9010 - Employee Benefits/Health Ins.	1,355	0	100%
Total Expense	64,158	35,971	78%
Net Ordinary Income	-45,420	10,512,422	-100%
Net Income	-45,420	10,512,422	-100%

02/08/23

WWIDA **Balance Sheet Prev Year Comparison** **As of January 31, 2023**

	Jan 31, 23	Jan 31, 22	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
GFNB debit card	0	0	0
200 - Cash			
- ICS Money Market Acct	1,300,000	0	1,300,000
Checking - NOW-10459405	152,514	521,545	-369,032
Escrow - PILOTS 3528097	16,678	39,936	-23,258
Total 200 - Cash	1,469,192	561,482	907,710
220 - Checking GFNB 0736			
250 - Certificates of Deposit	0	0	0
251 - CD - GFNB - #842819	0	101,837	-101,837
253 - CD - GFNB - #842821	0	255,184	-255,184
Total 250 - Certificates of Deposit	0	357,021	-357,021
Total Checking/Savings	1,469,192	918,502	550,690
Accounts Receivable			
380A - Accounts Receivable	10,265	-22,260	32,524
380B - Accounts Receivable - PILOTS	0	0	0
Total Accounts Receivable	10,265	-22,260	32,524
Other Current Assets			
210 - Petty Cash	55	143	-88
381 - Insurance Receivable	1,127	530	597
480 - Prepaid Insurance	4,265	4,265	0
Total Other Current Assets	5,447	4,938	509
Total Current Assets	1,484,904	901,181	583,723
Fixed Assets			
101 - Land	1,126,948	1,126,948	0
102 - Land-Canalside Energy Park	10,500,000	10,500,000	0
104 - Machinery and Equipment			
Furniture and Equipment	357	357	0
Office Equipment	1,614	1,614	0
Signs & Mailboxes	7,584	7,584	0
104 - Machinery and Equipment - Other	-357	-357	0
Total 104 - Machinery and Equipment	9,198	9,198	0
114 - Accumulated Depreciation	-9,198	-9,198	0
Total Fixed Assets	11,626,948	11,626,948	0

02/08/23

WWIDA
Balance Sheet Prev Year Comparison
As of January 31, 2023

	Jan 31, 23	Jan 31, 22	\$ Change
TOTAL ASSETS	13,111,852	12,528,129	583,723
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
600 · Accounts Payable	-731	-524	-206
Total Accounts Payable	-731	-524	-206
Other Current Liabilities			
602 · Payroll Liabilities			
Federal W/H	1,532	1,025	507
Medicare - Employee	-416	172	-588
Social Security - Employee	1,928	728	1,200
State W/H	269	688	-420
602 · Payroll Liabilities - Other	576	576	0
Total 602 · Payroll Liabilities	3,890	3,190	700
615 · Customers' Deposit	1,500	1,500	0
631 · Due to other governments	20,033	39,288	-19,256
Total Other Current Liabilities	25,422	43,978	-18,556
Total Current Liabilities	24,691	43,453	-18,762
Total Liabilities	24,691	43,453	-18,762
Equity			
924 · Net Assets - Unrestricted	13,132,580	1,972,253	11,160,327
Net Income	-45,420	10,512,422	-10,557,842
Total Equity	13,087,160	12,484,675	602,485
TOTAL LIABILITIES & EQUITY	13,111,852	12,528,129	583,723

WWIDA
Profit & Loss YTD Comparison
January 2023

	Jan 23	Jan 22	\$ Change
Ordinary Income/Expense			
Income			
Non-Operating Revenue	0	10,502,108	-10,502,108
Operating Revenue	18,115	46,285	-28,170
2770 - Project - Legal Reimbursable	623	0	623
Total Income	18,738	10,548,392	-10,529,655
Gross Profit	18,738	10,548,392	-10,529,655
Expense			
Nonoperating Expenses	10,417	10,537	-120
Operating Expenses	27,097	20,846	6,250
10000 - Canalside Energy Park	25,289	4,587	20,702
66900 - Reconciliation Discrepancies	0	-0	0
9010 - Employee Benefits/Health Ins.	1,355	0	1,355
Total Expense	64,158	35,971	28,187
Net Ordinary Income	-45,420	10,512,422	-10,557,842
Net Income	-45,420	10,512,422	-10,557,842

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("**Agreement**"), dated as of January 26, 2023 ("**Effective Date**"), is entered into by and between:

IRVING CONSUMER PRODUCTS, INC., a Delaware corporation, for itself and its subsidiaries and affiliates (collectively "**Irving**"), with an address for purposes of this Agreement c/o 100 Midland Drive, Dieppe, New Brunswick, Canada, E1A 6X4

and

COUNTIES OF WARREN & WASHINGTON IDA ("**Company**"), for itself and its subsidiaries and affiliates, with an address for purposes of this Agreement at 5 Warren Street, Suite 210, Glens Falls, New York 12801.

BACKGROUND: Irving and Company are evaluating a possible business relationship and in connection therewith and subject to the terms and conditions of this Agreement, each desires to disclose to the other certain confidential and/or proprietary information regarding their respective businesses and processes. The parties desire to maintain the confidentiality of such information, in accordance with this Agreement. Each party hereunder may either be a "**Receiving Party**" or a "**Disclosing Party**" with respect to Confidential Information.

INTENDING TO BE LEGALLY BOUND, and in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Except as otherwise set forth herein to the contrary, "**Confidential Information**" means any information or materials supplied or exchanged in any way between the parties (whether in writing, orally or otherwise) that is marked or designated by the Disclosing Party as "confidential" or "proprietary" from the Starting Date until the Ending Date set forth below:

Starting Date: January 26, 2023

Ending Date: January 25, 2024

Except as provided in Section 3 below, all information and materials exchanged between the parties from the Starting Date through the Ending Date shall be presumed to be "Confidential Information" hereunder.

2. Subject to Section 3, each Party agrees that with respect to any Confidential Information received by it from the Disclosing Party:

- a. To examine and use such Confidential Information only in furtherance of a business relationship or potential business relationship between the Parties, and not to disclose the same to any third person; and
 - b. To receive and hold the Confidential Information in the strictest confidence and ensure all reasonable security precautions in the safekeeping of the Confidential Information are applied by the Receiving Party's employees, and agents so as to prevent disclosure of such Confidential Information to third persons. The Receiving Party will take all reasonably necessary steps to ensure that only those of its employees and advisers who have a need to know such information receive such Confidential Information and that its employees and agents respect the obligations of non-use and non-disclosure provided herein; and
 - c. Not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary pursuant to (a) above and ensure that any copies, reproductions or reductions to writing so made shall be the property of the Disclosing Party; and
 - d. To return to the Disclosing Party or destroy such Confidential Information received from the Disclosing Party in any tangible form within thirty (30) days at the written request of the Disclosing Party and to retain no copies or reproductions thereof. The Receiving Party shall be deemed to have destroyed any Confidential Information that is provided by the Disclosing Party or maintained by the Receiving Party in electronic form if such information is deleted from local hard drives and so long as no attempt is made to recover such information from servers or back up sources. Notwithstanding the foregoing, both parties' in-house legal departments may retain one complete copy of the Confidential Information solely for defense purposes or record keeping and for no other purpose; and
 - e. To maintain all confidential or proprietary markings placed upon or contained within the Confidential Information of the Disclosing Party, and to refrain from removing, destroying or rendering illegible any such markings.
3. Notwithstanding anything else in this Agreement to the contrary, the obligations under Section 2 with respect to purportedly or presumptively "Confidential Information" shall not apply to any information that:
- a. was legitimately in the Receiving Party's possession or was legitimately known to the Receiving Party prior to receipt from the Disclosing Party in the form in which it was received from the Disclosing Party; or
 - b. is or becomes public knowledge without the fault of the Receiving Party; or
 - c. is or becomes rightfully available to the Receiving Party without confidential restriction from a source that to the Receiving Party's actual knowledge is not bound by the obligation of confidentiality and is not under the Disclosing Party's control; or
 - d. is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information as evidenced by the Receiving Party's records; or

- e. is to be disclosed by court order or as otherwise required by law; provided, however, that in such case to the extent legally permitted the Receiving Party so required will give ten (10) days notice prior to any such disclosure to allow the Disclosing Party to intervene and protect its interests in the Confidential Information, should the Disclosing Party so desire.
- 4. The existence of this Agreement itself and the possibility of a business relationship between the parties will be considered "Confidential Information."
- 5. All Confidential Information shall remain the exclusive property of the Disclosing Party.
- 6. The Disclosing Party makes no representation or warranty, and no term or condition shall be implied in the present Agreement, as to the accuracy or completeness of the Confidential Information. Only those representations or warranties which are made in a final definitive agreement regarding a possible business relationship, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
- 7. No right of license, either express or implied, with respect to the Confidential Information, is granted hereunder by the Disclosing Party. The disclosure of the Confidential Information by the Disclosing Party to the Receiving Party shall not result in any obligation on the part of either party to enter into any future agreement relating to such information or to undertake any other obligation not set forth in a written agreement signed by the parties. The parties further agree that unless and until a final definitive agreement regarding a possible business relationship has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a possible business relationship by virtue of this Agreement except for the rights and obligations specifically agreed to herein.
- 8. This Agreement shall become effective on the Effective Date and shall terminate on the Ending Date specified in paragraph 1, or such other date as may be agreed upon by the parties in writing. Each Party's obligations under this Agreement shall survive any termination or expiration of this Agreement and shall be binding upon such party's heirs, successors and assigns. Each party's obligations hereunder shall continue in full force and effect with respect to non-technical sales, marketing, and financial Confidential Information of the other Party for five (5) years from the date of termination or expiration of this Agreement. Each party's obligations with respect to all technical Confidential Information of the other Party shall terminate only pursuant to Section 3.
- 9. Each party agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that in addition to all other remedies which may be available, each party shall be entitled to seek equitable relief as a remedy for such breach.
- 10. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
- 11. This Agreement may not be amended except by a writing signed by both parties. The terms contained herein constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior communications and agreements, either oral or written. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed as to preserve the enforceability hereof. This

Agreement shall not be assigned by either party without the prior written consent of the other. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement is governed by and will be interpreted in accordance with the laws in force in the State of New York and the parties agree to submit to the exclusive jurisdiction of the courts of such state. It is the express intent of the parties that a legal requirement that this Agreement be in writing will be satisfied by an electronic form.

Agreed to and accepted:

IRVING CONSUMER PRODUCTS, INC.

By: _____

Name:

Title:

Date: _____

Agreed to and accepted:

**COUNTIES OF WARREN & WASHINGTON
IDA**

By: _____

Name:

Title:

Date: _____

Purpose

The Warren Washington Industrial Development Agency (WWIDA) is adopting commercial solar and wind guidelines for renewable energy development for the following purposes:

1. Support New York State's "Reforming the Energy Vision" Initiative, which is intended to encourage renewable energy development to spur new energy business models, economic growth, and consumer choice. The initiative sets statewide goals of cutting greenhouse gas emissions by 80% by 2050 and generating 50% of New York's electricity from renewables by 2030.
2. Enhance developers' prospects for financing community projects by offering a uniform PILOT structure that is simple, predictable, and more appealing to lenders. Also assist by offering a single tax exemption policy, eliminating the need to negotiate PILOTs with multiple taxing jurisdictions.
3. Administer a single uniform tax exemption policy across the two counties allowing municipalities to collect long-term predictable payments in lieu of taxes without the burden of developing and administering PILOT agreements at the municipal level.

Tax Incentive Guidelines

These guidelines provide incentives for commercial solar and wind projects that provide renewable energy benefits to residential, commercial, and industrial customers. Recognizing that each renewable energy project is unique, the guidelines are purposefully flexible.

Applications will be entertained by the WWIDA after the local municipality agrees in writing to work with the WWIDA on a the PILOT. To respect variations in local municipal policy, each solar project WWIDA application will be noticed to the host municipality and school for their feedback.

Property Tax: Real estate taxes on the increased value resulting from improvements are partially abated over a 15 to 25-year period. The annual payment in lieu of taxes (PILOT) will be determined based on per megawatt basis from the facility's actual generation, with a 2% increase each year. Host Community Benefit and Educational Contribution Agreements are permitted and may occur. PILOT and special agreement payments are property taxes on local, county, and school district taxes only; special district taxes are not eligible under the PILOT.

Sales Tax: Exemption from State and local sales tax on project costs as may occur as outlined in the WWIDA Policies and Procedures. However, since solar and wind projects generally produce only construction jobs, it will be the general policy of the WWIDA will be to not grant local Sales Tax Exemptions (State tax is exempted). Exceptions to Sales and Use tax relief may be granted if there are convincing reasons with the primary reason will be the establishment of 5 or more permanent jobs in Warren and/or Washington county.

Mortgage Recording Tax: Exemption from State and local sales tax on project costs as may occur as outlined in the WWIDA Policies and Procedures. However, since solar and wind projects generally produce only construction jobs, it will be the general policy of the WWIDA will be to not grant Mortgages Tax Exemptions. Exceptions to Mortgage Tax relief may be granted if there are convincing reasons with the primary reason will be the establishment of 5 or more permanent jobs in Warren and/or Washington county.

Fees: The applicant is responsible for paying fees as outlined in the WWIDA policies and Procedures.

Other: Unless specifically outlined in these guidelines, the applicant will be responsible for complying with all other rules and regulations as set forth in the WWIDA's Policies and Procedures.



VILLAGE OF FORT EDWARD

118 Broadway, P.O. Box 345, Fort Edward, N.Y. 12828

Phone (518) 747-4023 Fax (518) 684-2242

www.villageoffortedward.com

BOARD OF TRUSTEES

Mayor Matthew Traver

Trustee Peter Williams

Trustee John Boucher, Jr.

Trustee Edward Carpenter

Trustee David Cutler

February 10, 2023

Via Email dkobrien@att.net

Dave O'Brien, Chair
WWIDA

Re: Canalside Energy Park

Dear Dave:

The Village is requesting that the WWIDA deposit an escrow with the Village for the expenses the Village is incurring relative to the Canalside Energy Park. The Village supports the WWIDA's efforts in marketing this property, but on the development and review side, the WWIDA is no different than any other developer of land, and it is the Village's practice for large projects for the applicant to deposit sums with the Village for review. While nothing has been presented to the Board of Trustees or Planning Board yet, the preliminary process here is resulting in costs that we need to pass on to the project. Please note that this is not intended to cover costs for Village administration or strictly Village-related costs, but rather, review and representation solely relative to this project.

Since we do not yet have plans or specifications that warrant engineering review at this time, we propose that an escrow of \$2,000 be deposited for the legal costs, upcoming NEPA costs, etc. This estimate should cover the meetings and NEPA costs, including meeting time that we have incurred. It is noted that we are splitting this cost with the Washington County Sewer District, which I as Mayor of the Village chair the Board of Commissioners. I will discuss this with the Board of Commissioners for the Washington County Sewer District No. 2 and suggest that the Commissioners do the same.

If agreeable I will ask our counsel to forward a standard escrow agreement. I thank you and we appreciate the movement forward on this important matter.

Village of Fort Edward

By: _____
Matthew Traver, Mayor