

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

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A special meeting of the Counties of Warren and Washington Industrial Development Agency was held on Tuesday, May 31, 2022 at 4:00 pm via Zoom.

The following were:

PRESENT:

Dave O'Brien	Chair
Nick Caimano	Member
Chuck Barton	Member
Craig Leggett	Vice Chair
Dan Bruno	Park Chair
Michael Bittel	Member
Mary King	Member
Ginny Sullivan	Member

ABSENT:

Mike Wild	Member
Brian Campbell	Member

The following were also present:

Kara Lais, Esq.	FitzGerald Morris Baker Firth, PC
Mike Ostrander	Executive Director, WWIDA
Tim Robinson	WWIDA CFO
Jeffrey Meyer	Attorney for Foothills Builders
Joe Leuci	Foothills Builders

Minutes were taken by: Alie Weaver Office Administrator

Roll call was taken, and a quorum was confirmed.

78-80 Main Street LLC Project Approval – Mr. O'Brien stated that the 78-80 Main Street LLC project approval resolution is preliminary as the project has not received Planning Board approval yet.

Ms. Lais also stated that the project completion date has been amended from October 2023 to December 31, 2023. She noted that the IDA defers to the Town Planning Board to act as the lead agency in determining negative declaration in respect to the SEQR and noted that the meeting to review this site plan is scheduled for August.

Mr. Leggett requested verification of new job opportunities as listed on their application and Mr. Meyer confirmed that these new jobs would come from the first-floor office/retail spaces that will be available for tenants.

Mr. Bittel made a motion to approve the preliminary resolution to approve the 78-80 Main Street project and Mr. Bruno seconded. All voted in favor by roll call vote.

PTO Policy Review – Mr. O'Brien stated that the proposed Personal Time Off Policy had been sent to the board members for review. He noted that vacation, sick, and personal time will be combined to general personal time off and can be carried over to the next year. He noted that qualifying personal time off starts on the day of hire and their individual date of hire is considered their annual date for renewal.

Mr. Bruno made a motion to approve the PTO policy and Mr. Caimano seconded. All voted in favor by voice vote.

Video Conference Resolution – Mr. O'Brien stated that the Public Hearing date needed to be set for the WWIDA videoconferencing policy, which was provided to the board members for review.

Mr. Leggett made a motion to schedule the Videoconferencing public hearing June 13th at 4:30 and Mr. Bruno seconded. All voted in favor by voice vote.

Review of UTEP – Mr. O'Brien encouraged the members to review the UTEP changes that are being proposed in preparation for discussion at the next meeting.

He noted some highlights:

To provide more information to Towns and their Assessor of potential projects and invite them to meetings where said project will be discussed.

To receive Planning Board, Federal, State, and County approvals on projects.

To potentially expand assistance in mixed-use and PUD policies.

Clarification on job count requirements.

To create a stand-alone UTEP vs. having it included in the IDA Policy Manual.

Adding the criteria for considering applications.

Possible changes in the base value after five years of purchasing existing buildings for refurbishing.

Review of Recapture Policy – Ms. Lais suggested an additional item to be added to the recapture policy, which would state that the sale of the facility or of majority ownership of a project must receive consent of the IDA as a condition of recapture.

Mr. Bruno made a motion to approve the recapture policy change and Mr. Leggett seconded. Mr. Bittel abstained, and all others voted in favor by voice vote.

Canalside Maintenance RFP Review – Mr. O'Brien stated that two bids were received for the request for proposal.

After some discussion, this agenda item was tabled until further information could be provided for each bidder.

Transfer of Road to Fort Edward – Mr. O'Brien that an appraisal of the Canalside Energy Park's Road needs an appraisal before transferring to the Town of Fort Edward. He requested the Board's approval for Mr. Gallacher to perform this appraisal at a cost of \$2,000.

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

Miscellaneous – Mr. O'Brien reminded the Board members that Behan Communications' strategic plan had been emailed for review.

Ms. Lais stated the IDA would need legislative approval to change the name of the IDA.

Mr. O'Brien stated that logo change and a tagline had been discussed.

Executive Session and Adjournment – Mr. Caimano made a motion to go into Executive Session to discuss potential contractual terms and Mr. Leggett seconded.

There being no action from the executive session, Mr. O'Brien adjourned the meeting at 4:51 pm.

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

**RECAPTURE POLICY
(Adopted July 18, 2016)**

Section 1. Reasons for the recapture of benefits (Financial Assistance) include the following:

- a. Sale or closure of the facility and departure of the company from the Counties of Warren or Washington (Notwithstanding any of the terms set forth herein, this occurrence shall result in the immediate termination of Financial Assistance).
- b. Significant change in the use of the facility and/or the business activities of the company.
- c. Significant employment reductions not reflective of the company's (normal) business cycle and/or local and national economic conditions.
- d. Failure to comply with any periodic and/or annual reporting requirements of the Agency, State or Federal governmental agency.
- e. Failure to meet or comply with the Material Terms, as determined by the Agency at the time of the acceptance of the project for Financial Assistance and as set forth in the Inducement Resolution, Preliminary Agreement.

These "Material Terms" as defined for the particular project will be utilized by the Agency in setting and monitoring project benchmarks during the term of the incentives for the purposes of administering the Agency's recapture policy.

For certain numerical "Material Terms" such as job creation/retention or investment amount an achievement factor of 80% will constitute compliance. For non-numeric "Material Terms" such as redevelopment of an old structure for a new purpose or location on a Brown Field site, a determination of compliance will be made upon completion of the project.

It is understood that these "Material Terms" may vary depending on project type and project specifics, and may be selected from the criteria set forth in the foregoing Section A, 2 Impact on Local Economy in the Policy Manual of the Agency.

- f. For a project that failed to comply with a significant term or condition to use property or services in the manner required by any and all provisions of the agreements that the company has entered into with the Agency.

Section 2. For companies receiving real property tax abatements the recapture of benefits schedule (applicable to the real property tax abatements) is as follows:

Years 1-5 100% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction

Years 6-7 75% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction

Years 8-9 50% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction

Year 10 25% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction

Years 11+ 0% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions.

The time period above is from the effective date of the PILOT Agreement.

In the case of real property taxes, any amounts recovered, recaptured, received or otherwise obtained shall be payable to the appropriate taxing jurisdictions, unless otherwise agreed to in writing by the taxing jurisdiction.

Section 3. In addition to the above reasons for recapture, the Agency shall recover, recapture, receive or otherwise obtain from the company, or its subagents, sales tax benefits that were taken or purported to be taken which are:

- a. In excess of the amounts authorized; or
- b. For property or services not authorized; or
- c. For a project that failed to comply with a significant term or condition to use property or services in the manner required by any and all provisions of the agreements that the company has entered into with the Agency.

For purposes of this Recapture Policy, the Company and its subagents shall cooperate with the Agency in its efforts to recover, recapture, receive or otherwise obtain such State sales and use benefit exemptions and shall promptly pay over such amount to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner of Taxation and Finance to assess and determine State sales and use taxes due from the Company under Article 28 of the New York State Tax Law, together with any penalties and interest due on such amounts.

In the event that the Agency recovers, recaptures, receives or otherwise obtains any amount of State sales and use tax exemption benefits from the Company or its agents, the Agency shall, within thirty (30) days of coming into possession of such amount, remit it to the Commissioner of Taxation and Finance, together with such other information and report that the Commissioner deems necessary to administer payment over such amount.

Section 4.

In the event that the Agency determines that there exists a basis for recapture as set forth in Section 1 herein, the Agency shall notify the company, in writing, that the Agency has determined that a basis for recapture exists. The company shall be given a reasonable timeframe within which to remedy the violation, such timeframe being commensurate to the violation, and the company shall provide additional information and/or an explanation as to why the violation has occurred or the Material Term has not been achieved, as the case may be. If requested by the Agency, the company shall make a presentation to the Agency concerning this default.

Thereafter the Agency may determination pursuant to this Recapture Policy. Imposition of any recapture is at the sole discretion of the Agency and is reviewed/considered on a case by case basis. In lieu of imposing the above recapture penalties and for good cause shown by the company, the Agency, at its sole discretion, may make a determination to discontinue the Financial Assistance in its entirety, per the provisions set forth the in the Lease Agreement; or suspend the Financial Assistance for a specific stated period of time in order for the company to correct or comply with the Material Term being breached; or, in the case of real property taxes exemptions, modify the PILOT Agreement to decrease the exemption and increase the payments due for the remaining term of the PILOT Agreement.

Counties of Warren and Washington Industrial Development Agency

Resolution No. _____
Adopted _____, 2022

Introduced by _____
who moved its adoption.

Seconded by _____

RESOLUTION TAKING PRELIMINARY ACTION TOWARD UNDERTAKING A CERTAIN PROJECT, AS DEFINED HEREIN, APPOINTING 78-80 MAIN STREET LLC (THE "COMPANY"), AS AGENT OF THE AGENCY FOR THE PURPOSE OF CONSTRUCTING AND EQUIPPING THE PROJECT FACILITY (AS DEFINED HEREIN) AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, 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, 78-80 Main Street LLC, a limited liability company established pursuant to the laws of the State of New York, having an address of 9 Mountainside Drive, Queensbury, New York (the "Company") has requested that the Agency provide financial assistance in the form of a partial real property tax abatement, a mortgage recording tax exemption and a sales tax abatement regarding a certain commercial project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real properties located at 78 Main Street and 80 Main Street in the Town of Queensbury, County of Warren, New York and being known as tax map parcel numbers 309.10-1-24 and 309.10-1-25 (the "Land"); (ii) the planning, design, construction, operation and maintenance by the Company of an approximately 12,000+/- square foot facility which will be used by the Company for a mixed-use facility that will consist of retail and residential space (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 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, 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 May 23, 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 as this Project will promote employment opportunities and will prevent economic deterioration in the area. The Agency hereby makes this determination concerning the Project due to the following:

- (i) The potential of persons to continue to reside or move to the area served by the Agency.
- (ii) The potential to create a need for additional services for said persons residing at the Project, particularly in light of the current economic climate.
- (iii) There is a need for housing in the region.
- (iv) This Project will increase the overall tax base of the Town, as this property currently consists of partially vacant land.
- (v) The Project will create construction jobs as well as permanent jobs in connection with the proposed uses being contemplated on the first floor of the Project Facility.

(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 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 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 \$3,355,000.00 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 ten (10) full time equivalent job opportunities and ten (10) part time 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.

(K) Undertaking the Project will lead to the creation of approximately seventy five (75) construction jobs that the Company advised will be filled by construction companies employing people primarily in the Counties of Warren and Washington.

SECTION 2. Project Agreement. The proposed project agreement by and between the Agency and the Company (the "Project Agreement"), a copy of which is incorporated by reference and is approved as to substance and form. The proposed agreement outlines the Agency's and the Company's rights and duties with respect to the undertaking of the Project. Subject to such changes as the Chairman of the Agency, upon advice of counsel, may reasonably deem necessary, the Chairman is authorized to execute the Project Agreement. Execution shall be conclusive evidence that the Agency has approved the Project Agreement. Subject to the terms and provisions of the Project Agreement, the Agency shall: (1) acquire an interest in, construct and install the Project Facility and (2) lease the Project Facility to the Company pursuant to an agreement or agreements whereby the Company will obligate itself, among other things, to undertake the Project on behalf of the Agency.

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 One Hundred Five Thousand Dollars (\$105,000.00), based on eligible Project costs of One Million Five Hundred Thousand Dollars (\$1,500,000.00); which exemption shall expire (they had October 31, 2023, do they want to extend in light of PB meeting schedule?).

(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, the Chairman, 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 \$34,375.00, based on an estimated mortgage amount of \$2,750,000.00.

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 pursuant to which the Company would make payments in lieu of real property taxes to the Affected Tax Jurisdictions in accordance with the schedule set forth below:

- Year 1: Base Value plus 50% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 2: Base Value plus 45% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 3: Base Value plus 40% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 4: Base Value plus 35% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 5: Base Value plus 30% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 6: Base Value plus 25% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 7: Base Value plus 20% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 8: Base Value plus 15% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 9: Base Value plus 10% of increased assessed valuation attributable to improvements made to the Project Facility.
- Year 10: Base Value plus 5% of increased assessed valuation attributable to improvements made to the Project Facility.

The total Base Value for the parcel shall be 308,000.00 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 \$150,006.00.

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 \$25,162.50 based upon an estimated Project cost of \$3,355,000.00 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. SEQRA Contingency. The Project is an "Action" under the State Environmental Quality Review Act ("SEQRA") for which the Town of Queensbury Planning Board will acted 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 Town of Queensbury Planning Board review.

SECTION 8. 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 9. 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 10. 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 11. Public Hearing. A public hearing for this Project was duly authorized and held on May 23, 2022 in accordance with the provisions of Article 18-A of the General Municipal Law.

SECTION 12. 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 13. Effective Date. 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.

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 _____, 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 78-80 Main Street LLC

PERSONAL TIME OFF POLICY

The integrated leave policy for the WWIDA (Agency) is designed to provide employees with time off from work when PTO is desirable or when personal illness/medical difficulties arise. When an employee qualifies for PTO, and in accordance with the parameters below, employees may take their PTO (to the extent that such benefits have been accrued and are unused) or in the form of unpaid leave if they have used their time. Any unpaid leave must be approved by the board.

Employees should not take unpaid leave unless they have used all accrued PTO. Leave for any reason must be scheduled and approved by the Board. Unpaid leave will be approved on a case by-case basis.

Regardless of which forms of leave are taken, either singularly or in combination, The Agency will not guarantee an individual's same or equivalent job beyond twelve (12) weeks of PTO except as may be legally required.

The Agency believes that time off is important to the health and well being of our employees and encourages them to utilize all PTO available to them. PTO provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

Personal Time Office is established at one-hundred thirty (130) hours annually for full time employees and sixty-five (65) hours annually for part time employees. PTO can be used for vacation, illness, caring for immediate family members, medical and dental appointments, leave, personal business or emergencies. With the approval of the Board Personal Time can be carried over year to year with a maximum of 150% of annual accrued time being accrued in total. PTO will be paid out upon termination unless the pay out of additional time is required by state law. The amount paid out is capped at your annual accrual amount.

The annual amount of PTO, as listed above, will be deposited in your account upon employment and refreshed on your annual anniversary. An employee may use no more than 2 days off for any scheduled time prior to ninety (90) days of service without Chair/Board approval. The Agency may require you to use any unused PTO during disability or family medical leave, or any other leave of absence if permitted by law. The amount of PTO earned will depend on your length of your service with the Agency,

PTO does not replace the Agency's's holiday schedule. We will continue to have designated paid holidays each year.

Recording Paid Time Off:

You must complete a Time Off Request form for all PTO time used.

It is the Employee's responsibility to ensure PTO is recorded properly

The amount of PTO time available to you will appear on your bi-weekly pay slip.

Paid Time Off Parameters

Management of PTO:

You are responsible for managing your PTO account. It is important that you plan ahead for how you will use it. This means developing a plan and coordinating with the Chair for vacation time, as well as doctor's appointments and personal business. It also means responsibly holding some time in "reserve" for the unexpected, such as emergencies and illnesses.

Minimum increments of PTO:

The minimum amount of PTO you can use at one time depends on whether you are an exempt or a nonexempt status employee. An exempt employee receives an annual salary, and a non-exempt employee

receives an hourly salary. If you are non-exempt, you may not take less than one hour off at a time. If you are an exempt status employee, you must take PTO in increments of not less than one-half day.

Notice and Scheduling:

You are required to provide the Chair with reasonable advance notice and obtain approval prior to using PTO. This allows for you and the Chair to prepare for your time off and assure that all staffing needs are met.

There may be occasions, such as sudden illness, when you cannot notify the Administrator or Chair in advance. In those situations, you must inform the Administrator or Chair of your circumstances as soon as possible. If known, the amount of PTO being used should be included when notifying of unplanned time off

Final Year of Employment:

An employee, whose employment has left the Agency regardless of reason, shall receive in their final paycheck, payment of any unused days. Prior to receiving their final paycheck, Employee must surrender any property, Agency materials, contact information, passwords, and correspondence including electronic data related to official activities and this information shall be intact.

Canalside RFP

Business- New Growth Lawn Care and Maintenance

Everett Scully Jr.

Soul Proprietor/No employees

Cell#-518-769-3747

Estimated cost for job/Price quote-\$20,000

Price includes the following

- Weed spraying
- Weed whacking
- Tree removal
- Brush cutting
- Mowing
- Equipment fee
- Supplies needed
- Hours of labor

Grasshopper Gardens Inc.
Proposal

Description	Quantity	Rate Per Unit	Amount
2022 Brush Cutting along fence and buildings (Per Time) Includes: Cutting of brush in areas listed, shredded and left in place	1	3200.00	3200.00

- (3) fenced-in areas
- Fence Lines and sides of existing buildings

2022 Initial Weed Spraying (Per Time)	1	8400.00	8400.00
----------------------------------------------	---	---------	---------

Areas to be treated: Vegetation growing within a large concrete pad up to 1,121,663 sq. ft.
Designated areas will be sprayed with a non-selective herbicide to limit weed population. This herbicide is designed to kill on contact, it will not prevent new weeds from growing. Typical results include weeds curling and browning after 3-4 days but may take up to 7-10 days.

Field / Open Areas Brush - Grass Cutting with Machine (Per Time)	1	6800.00	6800.00
-------------------------------------------------------------------------	---	---------	---------

Includes small shrub/bark material and grass (shredded in place)

Approximate Square Footage: 200,000

Areas Included:

- (4) fenced-in areas
- Close to Fence Lines and sides of existing buildings
- Roadsides as highlighted on map

****Does not include removal of clippings/debris**

Prices are valid until: 5/1/2022

Estimate # 80990

Accepted: The attached contract specifications, conditions, provisions, and prices are hereby accepted.

Grasshopper Gardens Inc. is authorized to do the work as specified. Any changes made to this contract may result in price adjustments. I certify that I have read and agree with the contract provisions

Date: _____

Signature: _____

Alie Weaver
25 Newton Ln
Hudson Falls, NY 12839

Payments

Payments :

There will be a 50% deposit required before scheduling or material purchasing will take place.
Periodic billing may occur for projects lasting longer than 1 calendar month
Final payment will be made upon completion of the work

**I certify that I am the owner/owners agent of the listed property

**I certify that I have read and agree with the contract provisions, see provisions sheet and provisions below.

**The contractor is not responsible for any erosion or washout due to excessive weather conditions.

**Prices based on acceptance of entire estimate, selection of individual project(s) may result in price alteration of proposed items

**Plant Warranty- The above plants are under warranty for one year from the original date of installation.

The homeowner/agent is responsible for all watering.

The warranty will be voided if plants die due to lack of watering, due to damage from deer, animals, insects or rodents, or damage from severe weather or acts of God.

**Transplanted plants are not under warranty.

**Working near or around trees, shrubs, plants, etc. may cause root damage or damage to the plant.

Although the contractor works very hard not to cause any damage to existing landscape plants or structures, sometimes damage does occur. Contractor will not be responsible for any damage that may occur.

**Any additional work performed that is not outlined or specified in this contract, will be billed at an additional cost to the homeowner/agent.

**Any additional work resulting directly or indirectly from the proposed work, that is not specified in this contract, that was unidentified by the contractor, will be billed at an additional cost to the homeowner/agent.

**Agent/customer is responsible to obtain any permits necessary for project.

General Contract Provisions

- A. All work will be done only with quality workmanship, equipment, materials, and methods. Any additional work performed that is not outlined in this contract, will be billed at an additional cost to the agent/customer.
- B. Agent/customer maintains the responsibility for monitoring and inspecting premises. Services of contractor are deemed to be satisfactory unless agent/customer notifies contractor of a problem within 24 hours of the services being performed.
- C. It is the responsibility of the agent/customer to notify the contractor of any underground or hidden lines for irrigation, cable, electrical, etc. The agent/customer must make these areas clearly visible to the contractor to avoid any damage by the contractor. Any damage to underground lines, wires, cable, pipes or irrigation lines is not the responsibility of the contractor.
- D. In the event of severe storm conditions where excessive damage has been created by the weather, the contractor will be made available to clean or correct any relating problems, upon request by the agent/customer. ***THIS IS NOT INCLUDED IN THIS CONTRACT, BUT MAY BE NEGOTIATED AS THE NEED ARISES. ADDITIONAL COSTS WILL BE CHARGED.
- E. This contractor does not assume responsibility for any injury or accident resulting from adverse weather or job site conditions, it is the responsibility of the agent/customer to notify the contractor of any adverse conditions that need attention.
- F. It is both the goal and desire of this contractor to provide the highest level of service needed to obtain quality results. The client should bring any concern to the attention of the contractor to resolve any difficulties or complaints that may arise.

- G. CONTRACT CANCELLATION - it would be the expectation that if the work is not performed adequately, the contract would be canceled for nonperformance. In fairness to all parties, monies earned up to the point of cancellation are required to be paid at the rates stated for the work. The contractor does not assume nor agree to a price differential due to the agent/customer inability to secure a replacement contractor at above or below the original contracted amounts nor assumes any liability for such exposure. Cancellation notice must be given in written form.
- H. The prices in this contract are valid for thirty days. These prices are valid only if the contract is accepted as a whole. Any changes made to this contract may result in a price adjustment.
- I. Finance charges will be added at a rate of 1.5% a month (18% per annum) on all amounts not paid within 30 days of when bill is rendered. Minimum charge is .50 cents.
- J. A \$50.00 fee will be charged in addition to any bank fees for any returned checks.
- K. The contractor reserves the right to use pictures of property for advertising, marketing or training purposes.
- L. The contractor has the right to retract the estimate from a project at any time prior to start date of work.
- M. The contractor does not assume any responsibility for damage incurred to concrete or asphalt driveways as a result from delivery of material or maneuvering of equipment or materials. The contractor will take necessary precautions to avoid any impact on hard surfaces, however unforeseen base conditions, weather induced situations or declining condition of surfaces can alter finish of surfaces.
- N. Time/Materials proposals will be subject to a minimum labor rate of \$75 per man, per hour and any additional materials cost will be subject to billing.
-



Alie Weaver
5 Warren Street Suite 210
Glens Falls, NY 12801

Dear Alie,

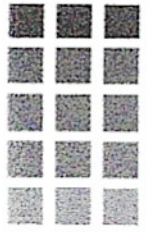
I sincerely appreciate this opportunity to work with you. We at Grasshopper Gardens Inc. pride ourselves on our prompt, professional services and we always provide our customers with the highest quality of workmanship available.

Attached are the specifications for the work we discussed. please review them carefully. Sign and return the agreement page to our office. If you have any questions, please call.

Thank you for this opportunity. I look forward to years of service to your landscape.

Very Truly Yours,
Tricia Tanner

P.O. Box 124
Gansevoort, NY 12831
(518) 793-9623
www.grasshoppergardens.com



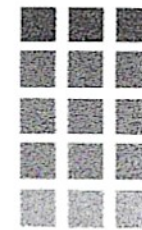
Fostering Growth & Opportunity in Warren and Washington Counties

*A Strategic Communications Plan and
Key Messaging Document for the
Warren-Washington Counties IDA*

Developed by
Behan Communications

April 2022





INTRODUCTION

The Warren-Washington Counties IDA retained Behan Communications, Inc. to assist with the development of a clear, consistent public communications strategy to improve public understanding of the organization's role in furthering the economic growth of the two counties, and to elevate awareness of the IDA's services and expertise among businesses considering expanding in or relocating to the region.

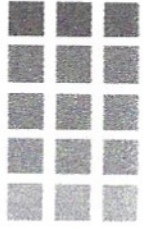
The IDA further asked Behan to develop a Key Messaging Document providing board members, staff and key stakeholders with clearly articulated, consistent messaging describing the role and value of the organization.

COMMUNICATIONS GOALS

The goals of this public communications strategy are:

1. **To broaden informed public awareness and support** for the IDA's services and benefits, with a particular focus on its efforts to increase tax base growth and employment opportunities in the two counties;
2. **To strengthen understanding** and support among elected officials for the essential work of the IDA;
3. **To increase business community understanding** of the IDA, with a special focus on increasing interest in the benefits of working with the organization.





AUDIENCES

The public communications program is designed to reach the following audiences:

- **Residents** of Warren and Washington Counties
- **Elected officials and administrative leaders** of Warren and Washington Counties and County school districts
- **Existing business owners** in Warren and Washington Counties
- **Businesses considering starting in, or relocating to,** the Warren-Washington Counties region

COMMUNICATIONS STRATEGY

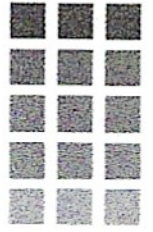
IDAs across the country face a communications challenge:

Public understanding of their work is largely shaped by news media coverage and the advocacy efforts of individuals and groups opposed to IDA actions.

Allowing its public image to be crafted by third parties deprives an IDA, and any organization, of the opportunity to tell its own story in the most effective and memorable way.

To help the Warren-Washington Counties IDA tell its story most effectively, our strategic communications recommendations are as follows:





I. NEW NAME, NEW BRAND

We recommend that the IDA launch its new communications strategy with a rebrand as:

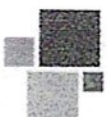
GO: The Growth and Opportunity Group of Warren and Washington Counties.

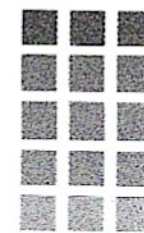
Rebranding will allow the organization to reset its communications priorities and program, and refresh public understanding of its role in growing the tax base and employment opportunities in the two counties.

The organization's traditional name is limiting, legalistic, and government-oriented and has been associated with occasional controversy almost since its inception in the 1970s. "IDA" as a name no longer describes the full range of public- and private-sector organizations that the agency supports and assists. Moreover, the word industrial connotes heavy industry in two counties where the employment and tax base are largely related to agriculture, hospitality, and health care.



The accompanying logo is provided as a conceptual example of how the new brand might be represented.





II. PROJECT-SPECIFIC STAKEHOLDER COMMUNICATIONS

Each business the IDA chooses to support has its own unique story behind it ... and ahead of it.

We recommend the development of specific, detailed, proactive public communications to set forth the benefits of each high-profile project the organization chooses to support.

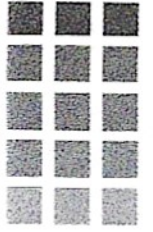
The IDA should produce project-specific communications tools that tell the “why” — why the IDA has chosen to provide benefits to this particular business and “why” doing so will help local communities and schools.

These communications should include such things as:

- **Project Summaries**
- **Fact Sheets**
- **Discussion Points**
- **Q & A Documents**
- **Guest Essays**

The tools might be used in such forums as editorial board and community meetings. They would highlight community and economic benefits, including, for example, tax base contribution, job creation, sustainability, and business community enhancement, as well as consistency with community interests. They would be shared with elected local municipal and school district officials, county boards, local economic development officials, chambers of commerce, the public, and the news media.





III. REVITALIZED WEB SITE

The IDA web site is likely the first place most business applicants will turn to learn about the organization and the services it offers. It can also serve as a central point of information for members of the public interested in learning about the IDA and the businesses it is assisting.

We recommend that the site be thoroughly revamped to reflect the new brand, if pursued, and refocused to more prominently tell the stories of companies, organizations and communities the IDA is helping. Our specific recommendations will follow in our web site audit.

IV. PROJECT PROGRESS REPORTS

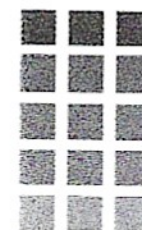
To proactively update key stakeholders regarding IDA activities on a regular basis, we recommend the issuance of brief electronic monthly meeting summaries that announce important IDA decisions and recap the community benefits of the projects the IDA supports.

At least twice a year, we also recommend issuance of longer, more detailed reports to all key stakeholders in an electronic or video format, to tell the stories of businesses and organizations the IDA is helping and how they are providing growth and opportunities across the counties.

V. GO TELL YOUR STORY: PUBLIC PRESENTATIONS

Coinciding with the launch of the new brand, the organization should develop an engaging and informative public presentation on what it does for local communities. The presentation can be made to local service clubs, chambers of commerce and community groups across the two counties, educating them as to the essential role the organization plays in the economic wellbeing of the region and, in the case of business owners, introducing them to services that may be available to help them grow.

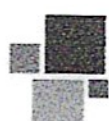


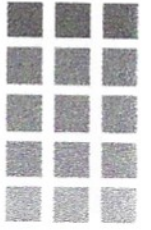


CONCLUSION

In developing these recommendations, Behan Communications has attempted to balance the IDA's need for expanded and enhanced public communications with the reality that the organization has just two paid staff members to handle a myriad of existing responsibilities.

We have included only those tools and initiatives that we believe are essential to meeting the organization's communications goals. Even then, a communications program of this nature will require a significant dedication of time and resources. The IDA should look closely at whether additional communications resources will be necessary to build and sustain a successful program.





Key Messages for The Warren-Washington Counties IDA

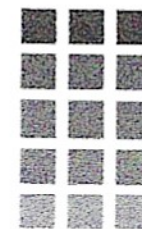
MAIN VALUE PROPOSITION

The Warren-Washington Counties Industrial Development Agency helps bring new jobs, new opportunity and increased tax revenue to Warren and Washington Counties. We help keep our Counties competitive as a place to start or grow a business. We help existing businesses remain competitive and grow and help new businesses to get a healthy start.

EXPANDED MESSAGING

- **The Warren-Washington Counties Industrial Development Agency helps bring new jobs, new opportunity and increased tax revenue to Warren and Washington Counties.**
 - Businesses helped by the IDA pay taxes to local communities and school districts, do business with other local companies, and provide jobs to people who want to stay, return or relocate here.
 - Over the past X years, the IDA has provided assistance to more than XX existing businesses and XX new businesses. Since that time, these companies have invested more than \$XX million in our region and they currently employ more than XXX people.
- **The IDA helps keep our communities competitive as a place to start or grow a business.**
 - Virtually every community in the country is trying to attract new businesses and retain existing ones because of the benefits they bring — from jobs and tax payments to spin-off spending in local communities. Many places compete for new jobs by offering companies major incentive packages. We don't do that. But we should not intentionally take our local area out of the running when there are good new jobs and opportunities we'd like to attract. That's why we offer some financial benefits, like relief on property taxes for new construction, sales tax for construction materials or a break on the tax paid when you take out a mortgage.





- The businesses that we attract still pay local town, county, and school taxes, still pay income and payroll taxes, still pay FICA taxes for Social Security and Medicare, and still pay gas and unemployment taxes.
- **The IDA helps existing businesses remain competitive and expand, and new businesses get a healthy start.**
 - People who are starting new businesses, and local businesses seeking to expand and grow, sometimes need help with their initial investments. We can help them obtain low-cost financing through local banks. We also can help with temporary tax assistance to help get their projects started when we think the long-term economic benefits to our counties will exceed the initial incentives provided.
 - Businesses that receive temporary tax assistance still provide economic benefits to our counties:
 - Businesses that get sales tax exemptions on purchases made in conjunction with building projects still purchase those products from other businesses and help support construction-related jobs.
 - Businesses that get mortgage tax exemptions provide the same types of benefits.
 - Businesses that receive temporary Payment in Lieu of Taxes (PILOT) agreements on new buildings continue to pay the taxes that were being collected on the property prior to the improvements. The local municipality or school does not suffer a loss of tax revenue.



Adopted _____

Introduced _____
by who moved its
adoption

Seconded by _____

RESOLUTION AUTHORIZING THE USE OF VIDEOCONFERENCING IN
EXTRAORDINARY CIRCUMSTANCES BY THE COUNTIES OF WARREN AND
WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

WHEREAS, Chapter 56 of the laws of 2022 relating to the New York State Budget for 2022-2023 State fiscal year included an Amendment to the Open Meetings Law (OML) to make permanent (until July 1, 2024) the expanded use of videoconferencing by public bodies to conduct meetings, under extraordinary circumstances, regardless of a declaration of emergency; and

WHEREAS, the Counties of Warren and Washington Industrial Development Agency (WWWIDA) has successfully utilized videoconferencing during the COVID pandemic and would like the ability to continue to utilize videoconferencing.

NOW, THEREFORE, BE IT

RESOLVED that the WWIDA Board hereby establishes the following guidelines and procedures for the WWIDA to utilize videoconferencing:

1. WWIDA members shall be physically present at all meetings unless a member is unable to be physically present due to extraordinary circumstances which shall include:
 - a. Disability
 - b. Illness
 - c. Caregiving responsibilities
 - d. Family death
 - e. Lack of transportation to/from the meeting
 - f. Weather
 - g. Travel
 - h. Other significant or unexpected factors or events which precludes an WWIDA member's physical attendance at a meeting.
2. An WWIDA member who is participating from a remote location due to extraordinary circumstances that is not open to in-person physical attendance by the public may not be

counted toward a quorum of the public body. Said WWIDA member may participate and vote if there is a quorum of members at a physical location open to the public.

3. If the WWIDA uses videoconferencing to conduct a meeting, the public notice for the meeting must inform the public that videoconferencing will be used and that one or more members may be participating via videoconference due to extraordinary circumstances and must include directions for how the public can view and/or participate (if participation is permitted) in such meeting. The WWIDA shall provide the opportunity for members of the public to view the meeting, using remote technology or in person, in real time.
4. The minutes of all WWIDA meetings involving videoconferencing shall include which, if any, WWIDA members participated remotely.
5. Any WWIDA member appearing by videoconference shall be on video and remain on video for the duration of the meeting unless said member has a conflict of interest with an item in the Agenda and said member leaves the meeting while the topic is discussed.
6. All WWIDA meetings conducted using videoconferencing shall be recorded and such recordings posted or linked on the WWIDA's website within five (5) business days following the meeting and shall remain so available for a minimum of five (5) years thereafter. Such recordings shall be transcribed upon request."

And be it further

RESOLVED that the in-person participation requirements of Public Officers Law above shall not apply during a State disaster emergency declared by the governor pursuant to section twenty-eight of the executive law, or a local State of emergency proclaimed by the chief executive of a county, city, village or town pursuant to section twenty-four of the executive law, if the public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting, and be it further

RESOLVED that this Resolution shall take effect immediately.

The foregoing resolution was thereupon declared duly adopted.

AYES:

NAYS:

ABSENT:

ABSTAIN: