

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 Wednesday, November 3rd, 2021 via Zoom. The following were:

PRESENT:	Dave O'Brien	Chair
	Craig Leggett	Vice Chair
	Dan Bruno	Member
	Ginny Sullivan	Member
	Mike Grasso	Member
	Mary King	Member
	Mike Wild	Member
	Nick Caimano	Member

ABSENT:	Michael Bittel	Sec/Treasurer
	Brian Campbell	Park Chair

The following were also present:

Kara Lais, Esq.	FitzGerald Morris Baker Firth, PC
Mike Ostrander	Executive Director
James Griffith	White Creek Supervisor
Riley Silbert	Bucks County Biscotti Company
Tim Lorito	Flyin Dutch Enterprises LLC

Minutes were taken by: Alie Weaver Office Administrator

Roll call was taken and a quorum was confirmed.

Resolution to accept Bucks County Biscotti Company project – As the Bucks County Biscotti Company public hearing had taken place prior to this special meeting, Mr. O'Brien presented a resolution to accept the Bucks County Biscotti Company project.

Mr. Leggett inquired as to whether the timeline stated on the application and resolution was sufficient. It was confirmed that the current completion date is listed for June 2022.

Ms. Lais stated that the approval of this project is contingent to the approval of the town and the SEQR determination.

Mr. O'Brien stated that the Town of Kingsbury passed their resolution to approve the BCBC PILOT.

Mr. Grasso suggested August or September to be more realistic considering the shortage of supplies.

Mr. Silbert stated he plans to submit the required documentation to the planning board in December and agreed to extend the completion date to September 2022.

Mr. Grasso made a motion to approve the resolution to accept the BCBC project with the amendment of September 30th as the completion date.

Mr. Bruno seconded and all voted in favor by voice vote.

Resolution to accept Flyin Dutch Enterprises Company project – As the Flyin Dutch Enterprises public hearing had taken place prior to this special meeting, Mr. O'Brien presented a resolution to accept the Flyin Dutch Enterprises project.

Mr. Leggett once again inquired as to whether the March 2022 timeline stated was feasible.

Mr. Lorito stated that he recently learned about NYS cannabis licensing being 12-16 months out but plans on continuing construction prior to that timeline. He also stated that construction will be in a holding pattern until approved canopy sizes are released, which are expected in approximately 6 months.

Mr. O'Brien suggested a March 2023 completion date to accommodate the pending cannabis licensing and permit approvals.

Mr. Lorito noted that the likelihood of being awarded a license and permit from New York State to be 90% based on the project location and town support.

Mr. Leggett made a motion to approve the resolution to accept the Flyin Dutch Enterprises project with the amendment of March 2023 as the completion date.

Mrs. King seconded, Mr. Caimano opposed, and all other members voted in favor by voice vote.

ICC4 Subordination Resolution – Mr. O'Brien stated that ICC4 is in the process of refinancing and according to the leaseback agreement, the IDA is required to pass a subordination resolution.

Ms. Lai stated that this resolution allows the refinanced mortgage to take priority over the IDA lease. She also stated that the bank is willing to set up a second account for escrow but not willing to manage that account, however the bank is requiring notification of tax defaults.

Mr. Leggett made a motion to approve the ICC4 Subordination Resolution, Mr. Bruno seconded, and all voted in favor by voice vote.

North Country Property Holdings Resolution – Mr. O'Brien stated that the IDA has received a written request from North Country Property Holdings to terminate the lease and PILOT agreement. He noted that the resolution to approve this termination states that all payments due under the PILOT have been satisfied, as well as any outstanding water, sewer, and assessment charges.

Mr. Grasso made a motion to approve this resolution and Mr. Bruno seconded and all voted in favor by voice vote.

Adjournment – There being no further business to discuss, Mr. O'Brien adjourned the WWIDA November 3rd Special Meeting.

IDA/CDC Attendance/Vote Recorder

Meeting: Special Board Mtg Location: FmBF + Zoom
 Date: 11-3-21

Position	Member	Attendance	Vote of:	Vote of:	Vote of:
Vice Chair	Craig Leggett	✓			
Sec/Treasurer	Michael Bittel	AbSent			
Park Chair/At Large	Brian Campbell	AbSent			
Member At Large	Mike Wild	✓			
Member	Ginny Sullivan	✓			
Member	Mike Grasso	✓			
Member	Dan Bruno	✓			
Member	Mary King	✓			
Member	Nick Caimano	✓			
Chair	Dave O'Brien	✓			
Office Administrator	Alie Weaver	✓			
IDA Counsel	Kara Lais	✓			
CFO	Lester Losaw	—			
CEO	Bruce Ferguson	—			
Executive Director	Mike Ostrander	✓			

Riley Silbert
 Tim Lorcato

Counties of Warren and Washington Industrial Development Agency

Resolution No. 21-____
Adopted November ____, 2021

Introduced by _____
who moved its adoption.

Seconded by _____

RESOLUTION TAKING PRELIMINARY ACTION TOWARD UNDERTAKING A CERTAIN PROJECT, AS DEFINED HEREIN, APPOINTING ~~BUCKS COUNTY~~ BISCOTTI CO. (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, Bucks County Biscotti Co., a business corporation established pursuant to the laws of the State of Pennsylvania and to be authorized to do business in New York, having an address of PO Box 241, Hilltown, Pennsylvania 18927 (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 manufacturing and distribution project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at Lot #7, Casey Road in the Town of Kingsbury, County of Washington, New York and being known as tax map parcel 137.-2-1.8 (the "Land"); (ii) the planning, design, construction, operation and maintenance by the Company of an approximately 5,000+/- square foot facility to be used by the Company for the manufacture and distribution of biscotti (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, it is intended that a real estate holding company, Silbert Holdings LLC, a limited liability company organized by the laws of the State of New York will be the initial owner of the Land; 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 November 3, 2021 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 of Kingsbury 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 Washington or the Town of Kingsbury; and

(H) This section is intentionally left blank.

(I) The Agency further determines that the Project will consist of a private investment of approximately \$1,021,000.00 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 four (4) full time equivalent job opportunities and two (2) part time job opportunities is 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 June 1, 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 Forty Nine Thousand Dollars (\$49,000.00), based on eligible Project costs of Seven Hundred Thousand Dollars (\$700,000.00); which exemption shall expire June 1, 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 \$11,437.00, based on an estimated mortgage amount of \$915,000.00.

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 Agency's approval is contingent upon the approval of the PILOT Agreement and schedule by the Town Board of the Town of Kingsbury.

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 100% exemption of real property taxes on the value of the improvements for years 1 through 5 and a 50% 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 \$41,000.00 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 \$119,245.00.

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 \$300.00 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 \$7,590.00 based upon an estimated Project cost of \$1,012,000.00 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 \$915,000.00 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 Town of Kingsbury 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 Town of Kingsbury Planning Board review.

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 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, 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 and all other persons requesting it.

SECTION 14. Public Hearing. A public hearing for this Project was duly authorized and held on November 3, 2021 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 November, 2021.

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 _____, 2021.

[SEAL]

Alie Weaver
Counties of Warren and Washington
Industrial Development Agency

Acknowledged and Agreed to

By:
Title: _____ of Bucks County Biscotti Co.

Counties of Warren and Washington Industrial Development Agency

Resolution No. 21-____
Adopted November ____, 2021

Introduced by _____
who moved its adoption.

Seconded by _____

RESOLUTION TAKING PRELIMINARY ACTION TOWARD UNDERTAKING A CERTAIN PROJECT, AS DEFINED HEREIN, APPOINTING FLYIN' DUTCH ENTERPRISES, LLC (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, 879 Route 22 LLC, a limited liability company established pursuant to the laws of the State of New York, having an address of 879 Route 22, Cambridge, New York 12816 (the "Company") has requested that the Agency provide financial assistance in the form of a partial real property tax abatement and sales tax abatements regarding a manufacturing project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 879 Route 22 in the Town of White Creek, County of Washington, New York (the "Land"); (ii) the planning, design, construction, renovation, operation and maintenance by the Company of an approximately 39,000+/- square foot facility to be used by the Company for the manufacture and processing of Cannabis (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, it is intended that a real estate holding company, 879 Route 22 LLC, a limited liability company organized by the laws of the State of New York will be the initial owner of the Land; 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 November 3, 2021 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 of White Creek 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 Washington or the Town of White Creek; and

(H) This section is intentionally left blank.

(I) The Agency further determines that the Project will consist of a private investment of approximately \$6,810,000.00 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 and ten (10) part time job opportunities is 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 March 1, 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 One Hundred Ninety Two Thousand Five Hundred Dollars (\$192,500.00), based on eligible Project costs of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00); which exemption shall expire March 1, 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) 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 Agency's approval is contingent upon the approval of the PILOT Agreement and schedule by the Town Board of the Town of White Creek.

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 100% exemption of real property taxes on the value of the improvements for years 1 through 5 and a 50% 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 \$725,000.00 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 \$726,845.00.

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 \$300.00 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 \$51,075.00 based upon an estimated Project cost of \$6,810,000.00 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. This section is intentionally left blank.

SECTION 9. SEQRA Contingency. The Project is an "Action" under the State Environmental Quality Review Act ("SEQRA") for which the Town of White Creek 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 White Creek Planning Board review.

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 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, 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 and all other persons requesting it.

SECTION 14. Public Hearing. A public hearing for this Project was duly authorized and held on November 3, 2021 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 November, 2021.

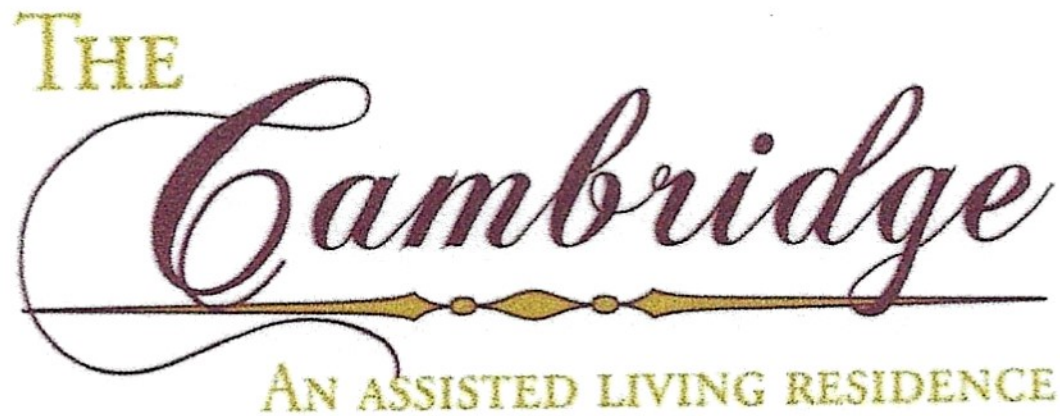
In witness whereof, I have hereto set my hand and affixed the official seal of the Counties of Warren and Washington Industrial Development Agency on this ____ day of _____, 2021.

[SEAL]

Alie Weaver
Counties of Warren and Washington
Industrial Development Agency

Acknowledged and Agreed to

By:
Title: _____ of Flyin' Dutch Enterprises LLC



October 22, 2021

Washington and Warren IDA
5 Warren St., Suite 210
Glens Falls, NY 12801

To the Board Members of the IDA:

Please accept this letter as a request for the Washing and Warren IDA to grant a subordination of our lease agreement with the IDA.

ICC 4 West Main, LLC and the Cambridge are finalizing the refinance of our existing Berkshire Bank mortgage debt (that matures 12/31/21) with a bridge loan through Sachem Capital Corp. Sachem Capital Corp. is requiring this subordination as a condition of closing.

ICC 4 West Main agrees to cover all legal fees of the IDA related to this transaction.

Thank you for consideration of this and your past and ongoing support with this project.

Sincerely,

George Scala
President

Resolution No. _____
Adopted November 3, 2021

Introduced by _____
who moved its adoption.

Seconded by _____

**RESOLUTION APPROVING A MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES
WITH SACHEM CAPITAL CORP. IN CONNECTION WITH ICC4 WEST MAIN, LLC AND
AUTHORIZING EXECUTION AND DELIVERY OF THE SAME**

WHEREAS, the Counties of Warren and Washington Industrial Development Agency (the "Agency") is a body corporate and politic duly organized and existing under Section 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 Agency approved a "Project" to be undertaken at 4 West Main Street in the Village of Cambridge, Town of White Creek, County of Washington by ICC4 West Main, LLC (the "Company"), as described in the Closing Resolution; and

WHEREAS, on May 14, 2015, the Agency entered into a Lease Agreement and Leaseback Agreement with the Company in connection with the Project; and

WHEREAS, in order to refinance an existing mortgage on 4 West Main Street, the Company is seeking a loan from Sachem Capital Corp. and, consequently, said lender is seeking a subordination of the leasehold interest the Agency has in the property known at 4 West Main Street in the Village of Cambridge, Town of White Creek, County of Washington; and

WHEREAS, the Company has requested that the Agency execute subordination agreement in favor of the mortgage to Sachem Capital Corp., in connection with 4 West Main Street in the Village of Cambridge, Town of White Creek, County of Washington; and

WHEREAS, the Company is not in default of any of the terms of the Leaseback Agreement or the PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED

1. That the Agency does hereby approve of the subordination agreement in favor of the mortgage to Sachem Capital Corp. and further determines that said mortgage shall not be entitled to a mortgage tax exemption from the Agency upon filing in the Washington County Clerk's Office as it does not relate to the Project nor is it an expansion of the ICC4 West Main, LLC Project.

2. That the Company shall be responsible for any expenses relating to this transaction, including the Agency's legal fees and County recording fees.

3. That the Agency does hereby authorize the Chairman or the Chief Executive Officer of

Resolution No. ____
Adopted November 3, 2021

the Agency, or in the absence of the Chairman or the Chief Executive Officer, the Vice Chairman, upon advice and consent of Agency Counsel, to execute and deliver on behalf of the Agency any documents necessary to consummate the transaction.

4. This Resolution shall take effect immediately.

North Country Property Holdings, LLC

454 Queensbury Ave

Queensbury, NY 12804

To Whom it May Concern,

This letter will serve as a request to terminate the lease agreement and PILOT agreement between North Country Property Holdings LLC and Warren Washington IDA. It is understood at this time that the termination will eliminate the any abatements received by the PILOT agreement and that the current tax exemption will also be voided. Pursuant to the terms of the Lease Agreement dated August 12, 2014, , it is requested that the deed be transferred back to North Country Property Holdings, LLC. Thank you for you time. If you have any questions, please feel free to contact me at 518-926-0851.

James Keller, Owner

Resolution No. _____
Adopted November 3, 2021

Introduced by _____
who moved its adoption.

Seconded by _____

**RESOLUTION APPROVING OF THE TERMINATION OF THE LEASE
AGREEMENTS AND PAYMENT IN LIEU OF TAX AGREEMENT BY AND
BETWEEN THE AGENCY AND NORTH COUNTRY PROPERTY HOLDINGS, LLC
AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE SAME**

WHEREAS, North Country Property Holdings, LLC (the "Company") is a limited liability company organized pursuant to the laws of the State of New York with its principal office for the transaction of business at 454 County Line Road, Town of Kingsbury, County of Washington, State of New York; and

WHEREAS, the Agency and the Company entered into an Underlying Lease Agreement (the "Underlying Lease"), a Lease Agreement (the "Lease") and a Payment in Lieu of Tax Agreement (the "PILOT"), all as of August 12, 2014, in regard to a certain parcel of land (the "Property") located at 454 County Line Road, Town of Kingsbury, County of Washington, State of New York, as more particularly defined in said Lease; and

WHEREAS, in accordance with the terms of the Lease Agreement, the Company has requested that the Lease be terminated early; and

WHEREAS, all payments due and payable under the PILOT have been paid as of the date hereof and there are currently no outstanding water and sewer charges and assessments; and

WHEREAS, the Company is not currently in default of any of the terms and provisions of the Lease or the PILOT.

NOW, THEREFORE, BE IT RESOLVED

1. That the Agency does hereby agree to the termination of said Underlying Lease Agreement dated August 12, 2014 by and between the Agency and the Company and further agrees to terminate, of record, the Memorandum of Underlying Lease Agreement pursuant to Section 291-c of the Real Property Law dated August 12, 2014 and recorded in the Washington County Clerk's Office on September 29, 2014 in Book 3451 at Page 181.
2. That the Agency does hereby agree to the termination of said Lease Agreement dated August 12, 2014 by and between the Agency and the Company and further agrees to terminate, of record, the Memorandum of Lease pursuant to Section 291-c of the Real Property Law dated August 12, 2014 and recorded in the Washington County Clerk's

Office on September 29, 2014 in Book 3451 at Page 187.

3. That the Agency does hereby agree to the termination of the Payment in Lieu of Tax Agreement dated August 12, 2014 by and between the Agency and the Company and further directs FitzGerald Morris Baker Firth PC to notified the taxing jurisdictions of said termination.
4. That the Company shall be responsible for any expenses relating to this transaction, including legal fees of the Agency and County recording fees.
5. That the Agency does hereby authorize the Chairman or the Chief Executive Officer of the Agency, or in the absence of the Chairman or the Chief Executive Officer, the Vice Chairman, upon advice and consent of Agency Counsel, to execute and deliver on behalf of the Agency any documents necessary to consummate the transaction.
6. This Resolution shall take effect immediately.

4. That the Agency does hereby authorize the Chairman of the Agency, or in the absence of the Chairman, the Vice-Chairman, upon advice and consent of Agency Counsel, to execute and deliver, on behalf of the Agency, the termination of the Underlying Lease and Lease, the termination of the PILOT, NYS Forms TP-584, and any other documents necessary to consummate the transaction.
5. This Resolution shall take effect immediately.

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____