

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

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

Tel. (518) 792-1312

Agenda for July 17, 2023 @ 4:00 PM

Warren County Municipal Building, 1340 State Route 9 in Lake George

1. Call to Order, Roll Call and Quorum Confirmation
2. Approval of Minutes of the June 20, 2023 IDA Board Meeting
3. Treasurer
 - Accounts Payable Approval
 - YTD Financial Report
4. Reports of Committees
 - Canalside Master Plan Update
 - East Street Fence Relocation
 - Canalside Projects, Tenant Activity
 - Landscaping Maintenance
5. Staff Report
6. Unfinished Business
 - New Leaf Lease Update
 - Website Update - Logo & Messaging
 - MOU Bridge
7. New Business
 - Native Development Application
- 8 Educational Moment
- 9 Other
- 10 Public Comments
- 12 Adjourn

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

Current Accounts Payable

FitzGerald Morris Baker Firth, P.C.

General Services for May-June	\$	1,536.00
Canalside Energy Park	\$	352.00
Fort William Henry (reimbursable)	\$	400.00
New Leaf Solar (reimbursable)	\$	2,737.50

P. Hoffman Realty

Office Rent -August 2023	\$1,000.00
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* **Spectrum**

Monthly Phone and Internet Service	\$188.93
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* **Payroll**

Net Payroll - July	Barton	\$6,908.72
Net Payroll - July	Weaver	\$2,132.96

* **CDPHP**

August Employee Health Insurance - Weaver	\$622.46
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* **UMR COBRA Administration**

August Employee Health Insurance - Barton	\$1,815.69
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* **First National Bank of Omaha**

credit card charges-Chuck	\$135.37
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* **National Grid**

Traffic Light Electricity	\$31.58
Pumpstation	\$29.33
substation	\$1,782.21

* **EFTPS**

June federal payroll tax payment	\$2,907.66
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* **Promptax**

Q2 NYS and UI payroll tax payment	\$1,830.03
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CBRE Upstate NY

Commssion payment 3 of 4	\$6,912.00
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Orbitalfire

Security Services	\$50.88
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* **Staples**

Office Supplies	\$477.00
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LCLGRP

Q2 HUD Contract Fee for Canalside	\$2,000.00
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EFPR Group

Audit svcs March-June	\$5,275.00
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Town of Kingsbury

Q2 vacant lot water bills	\$300.00
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Michigan Millers Insurance

Commercial Package Policy	\$1,735.05
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* **Central Insurance**

Q2 installment - Canalside Insurance	\$4,633.42
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* **LaBella**

June Canalside Engineering svcs (reimbursable)	\$56,478.66
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Total	\$102,272.45
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* notates payment has already been made

WWIDA
Balance Sheet Prev Year Comparison
As of June 30, 2023

	Jun 30, 23	Jun 30, 22	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
GFNB debit card	0	0	0
200 · Cash			
- ICS Money Market Acct	1,321,780	0	1,321,780
Checking - NOW-10459405	192,959	661,481	-468,522
Escrow - PILOTs 3528097	7,711	12,086	-4,375
Total 200 · Cash	1,522,450	673,567	848,883
220 · Checking GFNB 0736	0	0	0
250 · Certificates of Deposit			
251 · CD - GFNB - #842819	0	101,837	-101,837
253 · CD - GFNB - #842821	0	255,184	-255,184
Total 250 · Certificates of Deposit	0	357,021	-357,021
Total Checking/Savings	1,522,450	1,030,588	491,862
Accounts Receivable			
379 · Accounts Receivable NBRC	126,509	0	126,509
379B · Accounts Receivable HUD	2,000	0	2,000
380A · Accounts Receivable	68,167	-25,000	93,167
380B · Accounts Receivable - PILOTS	0	-170	170
Total Accounts Receivable	196,677	-25,170	221,847
Other Current Assets			
210 · Petty Cash	55	55	0
381 · Insurance Receivable	0	3,314	-3,314
480 · Prepaid Insurance	4,265	4,265	0
Total Other Current Assets	4,320	7,634	-3,314
Total Current Assets	1,723,447	1,013,052	710,395
Fixed Assets			
101 · Land	1,126,948	1,126,948	0
102 · Land-Canalside Energy Park	10,500,000	10,500,000	0
104 · Machinery and Equipment			
Furniture and Equipment	357	357	0
Office Equipment	1,614	1,614	0
Signs & Mailboxes	7,584	7,584	0
104 · Machinery and Equipment - Other	-357	-357	0
Total 104 · Machinery and Equipment	9,198	9,198	0
114 · Accumulated Depreciation	-9,198	-9,198	0
Total Fixed Assets	11,626,948	11,626,948	0
TOTAL ASSETS	13,350,395	12,640,000	710,395
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
600 · Accounts Payable	-949	-28	-921
Total Accounts Payable	-949	-28	-921
Other Current Liabilities			
602 · Payroll Liabilities			
Federal W/H	556	609	-53
Medicare - Employee	241	74	167
Social Security - Employee	341	433	-92
State W/H	1,532	1,160	372

WWIDA
Balance Sheet Prev Year Comparison
As of June 30, 2023

	Jun 30, 23	Jun 30, 22	\$ Change
602 · Payroll Liabilities - Other	576	576	0
Total 602 · Payroll Liabilities	3,246	2,852	394
615 · Customers' Deposit	16,537	1,500	15,037
631 · Due to other governments	32,922	15,340	17,582
Total Other Current Liabilities	52,705	19,692	33,013
Total Current Liabilities	51,756	19,664	32,092
Total Liabilities	51,756	19,664	32,092
Equity			
924 · Net Assets - Unrestricted	13,131,746	1,972,253	11,159,493
Net Income	166,893	10,648,082	-10,481,190
Total Equity	13,298,639	12,620,336	678,303
TOTAL LIABILITIES & EQUITY	13,350,395	12,640,000	710,395

WWIDA
Profit & Loss Prev Year Comparison
 January through June 2023

07/10/2023

	<u>Jan - Jun 23</u>	<u>Jan - Jun 22</u>	<u>% Change</u>
Ordinary Income/Expense			
Income			
Non-Operating Revenue			
Donations - Land	0	10,500,000	-100%
Investment Earnings			
2401 · Interest Income			
2401.1 · Interest Income CDs	0	0	0%
2401.2 · Interest Income - Money Market	21,780	0	100%
2401 · Interest Income - Other	43	89	-52%
Total 2401 · Interest Income	<u>21,823</u>	<u>89</u>	<u>24,420%</u>
Total Investment Earnings	21,823	89	24,420%
Other nonoperating revenue			
Transfer from CDC	150,000	0	100%
Total Other nonoperating revenue	<u>150,000</u>	<u>0</u>	<u>100%</u>
10001 · Canalside Sale/Misc Income	0	2,094	-100%
2675 · Lot Sales			
Sale of Land	0	40,831	-100%
Total 2675 · Lot Sales	<u>0</u>	<u>40,831</u>	<u>-100%</u>
Total Non-Operating Revenue	171,823	10,543,014	-98%
Operating Revenue			
Canalside Lease Income	184,907	0	100%
Charges for Services			
2116.1 · Project Fees - Existing	14,165	7,129	99%
2116.2 · Project Fees - New	2,125	225,902	-99%
2116.4 · Application Fees	4,500	4,500	0%
2116.5 · Rail Usage Fees	48,058	0	100%
2770 · Project - Legal Reimbursable	5,863	1,700	245%
Total Charges for Services	<u>74,711</u>	<u>239,231</u>	<u>-69%</u>
Grant Revenue - National Grid	0	86,597	-100%
Grant Revenue - NBRC	9,453	0	100%
Total Operating Revenue	<u>269,071</u>	<u>325,828</u>	<u>-17%</u>
Total Income	<u>440,894</u>	<u>10,868,842</u>	<u>-96%</u>
Gross Profit	440,894	10,868,842	-96%
Expense			
Nonoperating Expenses			
107 · Airport Industrial Park			
Property/Sewer/Water Taxes AIP	10,717	10,937	-2%
Total 107 · Airport Industrial Park	<u>10,717</u>	<u>10,937</u>	<u>-2%</u>
Total Nonoperating Expenses	10,717	10,937	-2%
Operating Expenses			
Other operating expenses			

	<u>Jan - Jun 23</u>	<u>Jan - Jun 22</u>	<u>% Change</u>
Interest	68	0	100%
Miscellaneous	-50	0	-100%
1910.4 · Insurance			
Liability/Commercial Insurance	9,338	0	100%
Public Officials Liability	1,719	1,719	0%
Workers' Comp Insurance	60	89	-33%
Total 1910.4 · Insurance	<u>11,117</u>	<u>1,808</u>	<u>515%</u>
2675.1 · Sale of Lots			
Land conveyance	0	386	-100%
Total 2675.1 · Sale of Lots	<u>0</u>	<u>386</u>	<u>-100%</u>
6460.4 · Contractual Services			
Advertising/Marketing	17,608	6,721	162%
Computer & Website Related	3,801	1,459	161%
Dues	2,348	1,308	80%
Rent	6,000	6,000	0%
Subscriptions	130	653	-80%
Telephone and Internet	1,077	1,040	4%
6460.4 · Contractual Services - Other	0	3,567	-100%
Total 6460.4 · Contractual Services	<u>30,964</u>	<u>20,748</u>	<u>49%</u>
Total Other operating expenses	<u>42,099</u>	<u>22,942</u>	<u>84%</u>
Professional service contracts			
Accounting	10,700	11,700	-9%
Engineering-Phase II & Wetlds	4,285	0	100%
Engineering - Phase I & General	0	12,096	-100%
Legal			
Fees for Project	7,166	70,239	-90%
General	8,239	0	100%
Total Legal	<u>15,405</u>	<u>70,239</u>	<u>-78%</u>
Total Professional service contracts	<u>30,390</u>	<u>94,035</u>	<u>-68%</u>
6460.45 · Staff Payroll - WWIDA	<u>77,493</u>	<u>49,076</u>	<u>58%</u>
6460.5 · Supplies and Materials			
Misc Office Expenses			
Bank Fees	70	102	-31%
Misc Office Expenses - Other	0	20	-100%
Total Misc Office Expenses	<u>70</u>	<u>122</u>	<u>-43%</u>
Office Supplies	518	1,243	-58%
Postage	771	277	178%
Total 6460.5 · Supplies and Materials	<u>1,359</u>	<u>1,642</u>	<u>-17%</u>
9000 · Employee Benefits			
Employee Benefit - Retirement	0	0	0%
Medicare - Company	1,335	771	73%
Social Security - Company	5,707	3,174	80%
Unemployment Insurance	449	335	34%
VEHICLE ALLOWANCE	0	1,600	-100%

	<u>Jan - Jun 23</u>	<u>Jan - Jun 22</u>	<u>% Change</u>
6460.47 · Staff Telephone Allowance	0	240	-100%
9010 · Employee Benefits/Health Ins.	15,214	0	100%
Total 9000 · Employee Benefits	22,705	6,120	271%
Operating Expenses - Other	0	0	0%
Total Operating Expenses	174,046	173,815	0%
10000 · Canalside Energy Park			
10100 · Canalside Expenses			
10110 · Realtor Fees	13,824	25	55,196%
10115 · Insurance	4,709	10,838	-57%
10125 · Land & Building Maintenance	40,391	22,712	78%
10130 · Special District Taxes	11,962	0	100%
10135 · Gas & Electric	15,562	2,389	551%
10140 · Legal	2,822	0	100%
10145 · Engineering	0	0	0%
Total 10100 · Canalside Expenses	89,270	35,964	148%
10000 · Canalside Energy Park - Other	0	42	-100%
Total 10000 · Canalside Energy Park	89,270	36,006	148%
66900 · Reconciliation Discrepancies	-30	0	-100%
Total Expense	274,003	220,758	24%
Net Ordinary Income	166,891	10,648,084	-98%
Net Income	166,891	10,648,084	-98%

WWIDA
Profit & Loss YTD Comparison
January through June 2023

	<u>Jan - Jun 23</u>	<u>Jan - Jun 22</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Non-Operating Revenue	171,822	10,543,014	-10,371,191
Operating Revenue	269,071	325,828	-56,757
Total Income	<u>440,893</u>	<u>10,868,842</u>	<u>-10,427,948</u>
Gross Profit	440,893	10,868,842	-10,427,948
Expense			
Nonoperating Expenses	10,717	10,937	-220
Operating Expenses	174,043	173,815	228
10000 · Canalside Energy Park	89,270	36,006	53,264
66900 · Reconciliation Discrepancies	<u>-30</u>	<u>-0</u>	<u>-30</u>
Total Expense	<u>274,000</u>	<u>220,759</u>	<u>53,241</u>
Net Ordinary Income	<u>166,893</u>	<u>10,648,082</u>	<u>-10,481,190</u>
Net Income	<u><u>166,893</u></u>	<u><u>10,648,082</u></u>	<u><u>-10,481,190</u></u>

NATIVE DEVELOPMENT ASSOCIATES LLC Application
As Refers To The Specialty Sales LLC HoofStrong Project For Benefits From The
WARREN And WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

From: Chuck Barton, WWIDA Chief Executive Officer

Date: July 10, 2023

The purpose of this memorandum is to set forth the facts and considerations utilized by the Counties of Warren and Washington Industrial Development Agency (“WWIDA”) in rendering a decision to provide financial assistance via investment incentives to Native Development Associates LLC (“NDA LLC”) to be passed along to a park tenant, Specialty Sales LLC for the HoofStrong project (“Project”) in Queensbury, NY. This is a dairy cattle hoof health company that manufactures equipment and provides treatment solutions.

This document recognizes several factors considered by the WWIDA and is intended to provide a concise record of the issues considered as well as the justification for the investment incentive package, if offered by the WWIDA Board.

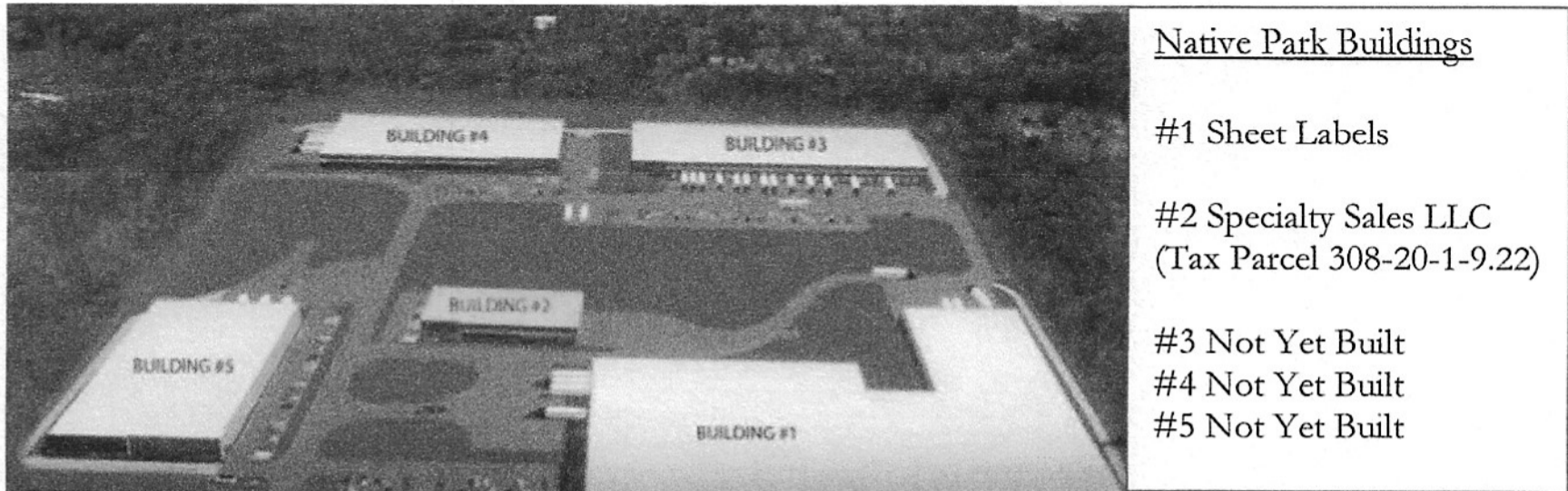
COMPANY AND PROJECT DESCRIPTIONS and PROJECT FEASIBILITY

Native Development Associates LLC, of Wilton, NY owns Native Park located at 24 Native Drive in Queensbury, New York with one major tenant, Sheet Labels and multiple lots available for development.

NDA LLC attracted Specialty Sales LLC (SS LLC) of Fresno, California, with a ten-year agreement to build and lease a 25,000 SF facility at 26 Native



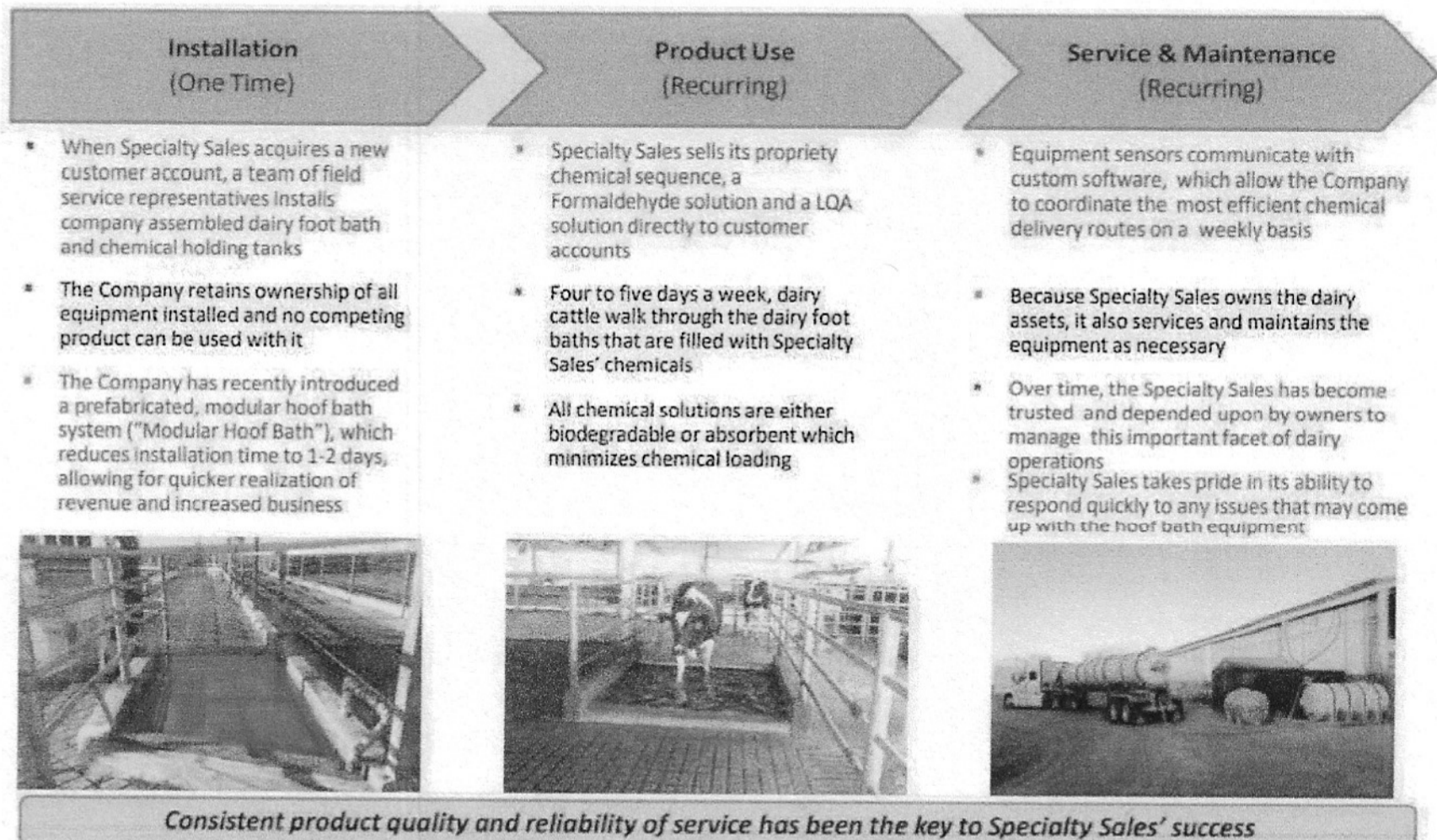
Drive in Queensbury (highlighted in yellow below). The Warren County Economic Development Corporation assisted NDA LLC and referenced the project to the WWIDA.



Native Park Buildings

- #1 Sheet Labels
- #2 Specialty Sales LLC
(Tax Parcel 308-20-1-9.22)
- #3 Not Yet Built
- #4 Not Yet Built
- #5 Not Yet Built

SS LLC was founded in 1999 and has facilities located in Fresno, CA; Jerome, ID; Dumas, TX; and Plymouth, WI. The company, under the brand name HoofStrong, manufactures and installs footbath systems and supplies proprietary reagents/solutions to commercial dairies to improve the health of cows and to increase milk production. According to SS LLC, for the average sized dairy customer, using Specialty Sales products saves approximately \$220,000 per year versus an average untreated dairy. SS LLC claims 28% of the United States dairy herd under contract and a 97% customer retention rate since 2001.



and the assessed value as determined by the assessor. Consequently, the actual benefit may vary from the projected estimate.)

2. **State and County sales tax abatement** totaling 7% based on up to \$1,314,285 subject to sales tax. The WWIDA calculates this estimated savings at **\$92,000**.
3. **Mortgage tax abatement** of 1.25% from an estimated financing loan of \$2,700,000. The WWIDA calculates this estimated savings at **\$33,750**.

The proposed investment incentives for NDA LLC assisted with the attraction of SS LLC to the Queensbury site. The incentives reduced triple net charges to approximately \$1.50 per square foot, a low cost versus the norm. **NDA LLC stated the investment incentives were a key point in reaching agreement with SS LLC, confirming the necessity of the incentives.**

COMMUNITY AND ECONOMIC IMPACTS:

Specific community and economic benefits of the Project include:

1. **Support the regional dairy industry and improve the health and productivity of regional cattle.**
2. **Generate an estimated 20 construction jobs** from August 2023 to March 2023.
3. **Source construction materials estimated at \$1,051,428 within Warren County and New York State.**
4. **Generate an estimated 8 Full-Time Equivalent employment positions** with estimated total annual wages and benefits is \$586,161.
5. **Generate estimated PILOT payments of \$160,885** over ten years.
6. **Generate Community Cost Benefit Ratio estimated at 1 to 11** over the ten years. The estimated "cost" of all State, County, and Town incentives is \$608,406. The estimated "benefits" to the community is \$6.8 million. (See analysis in the Appendix.)
7. **Generate Community Net Benefit estimated at \$5.1 million** over ten years, adjusted to net present value at 3%. (See analysis in the Appendix.)

In conclusion, approving the NDA LLC application would enable the SS LLC HoofStrong project and be in the economic and community interests of the residents of Warren and Washington Counties.



Warren-Washington Counties Industrial Development Agency

5 Warren Street, Glens Falls, NY 12801

IDA Project Applicant: Native Development Associates LLC

Project Name: Specialty Sales LLC - HoofStrong

Project Type: Manufacturing Facility For Cattle Hoof Health Baths

Project Street Location: 26 Native Drive

Project Municipality: Town of Queensbury

Parcel Identification: 308-20-1-9.22

Project Description: Construction of 25,000 SF facility

Total Project Investment: \$3,631,207

Project Material Terms: \$3,081,207 in equipment and infrastructure

IDA Benefits Provided: Mortgage, Sales and Use Tax Exemptions, and PILOT

Community Benefits:
(over ten years)

- a. Support regional dairy industry.
- b. Support at least 20 construction jobs.
- c. Generate local construction materials sales over \$1.0M.
- d. Create at least 8 Full-Time Equivalent jobs.
- e. PILOT payments of \$161K.
- h. Community Cost Benefit Ratio: 1 to 11.
- i. Net Community Benefit: \$5.2M (NPV @ 3%).

Appendix

NATIVE DEVELOPMENT HOOFSTRONG INCENTIVES ESTIMATION
100% FIRST FIVE YEARS AND 50% SECOND FIVE YEARS

Section V - WWIDA Application
 06 15 2023

Base Land	Est. New Construction Dollar Value	Estimated New Assessed	2023 County Tax Rate / 1000	2023 Town Tax Rate / 1000	Village Tax Rate /1000	2022-23 School Tax rate / 1000		
\$135,000	\$3,081,207	\$3,216,207	\$3.97400	\$0.82100		\$16.09100		
PILOT YEAR	% PAYMENT	COUNTY PILOT AMOUNT	TOWN PILOT AMOUNT	VILLAGE PILOT AMOUNT	SCHOOL PILOT AMOUNT	TOTAL PILOT	FULL PAYMENT W/O PILOT	ESTIMATED NET EXEMPTION
1	0%	\$0	\$0	\$0	\$0	\$0	\$64,354	\$64,354
2	0%	\$0	\$0	\$0	\$0	\$0	\$64,354	\$64,354
3	0%	\$0	\$0	\$0	\$0	\$0	\$64,354	\$64,354
4	0%	\$0	\$0	\$0	\$0	\$0	\$64,354	\$64,354
5	0%	\$0	\$0	\$0	\$0	\$0	\$64,354	\$64,354
6	50%	\$6,122	\$1,265	\$0	\$24,790	\$32,177	\$64,354	\$32,177
7	50%	\$6,122	\$1,265	\$0	\$24,790	\$32,177	\$64,354	\$32,177
8	50%	\$6,122	\$1,265	\$0	\$24,790	\$32,177	\$64,354	\$32,177
9	50%	\$6,122	\$1,265	\$0	\$24,790	\$32,177	\$64,354	\$32,177
<u>10</u>	50%	<u>\$6,122</u>	<u>\$1,265</u>	<u>\$0</u>	<u>\$24,790</u>	<u>\$32,177</u>	<u>\$64,354</u>	<u>\$32,177</u>
Totals		\$30,612	\$6,324	\$0	\$123,949	\$160,885	\$643,541	\$482,656
FULL ANNUAL PAYMENT		\$12,245	\$2,530	\$0	\$49,580	====>	\$64,354	
Estimated Tax Exemptions:		Estimated Cost Benefit Ratio:			<i>I have read and reviewed the Section V information completed by the WWIDA.</i>			
Improvements	\$482,656	Estimated Total Project Cost	\$3,631,207	Name:				
Sales & Use 7%	\$92,000	Gross Benefit All Incentives	\$608,406	Signature:				
<u>Mortgage 1.25%</u>	<u>\$33,750</u>	Benefit / Cost Ratio	16.8%	Date:				
Gross Benefit	\$608,406							
Fee 0.9%	(\$32,681)							
Net Benefit	\$575,725							

Native Development Associates Hoofstrong WWIDA Application
Community Cost Benefit Analysis
June 28, 2023

Year	Community "Cost"					Community "Benefit"				Net "Benefit"
	State 4% Sale Tax Exempt.	County 3% Sale Tax Exempt.	Mortgage Tax Exempt.	Net Property Exempt.	TOTAL Exempt.	8 FTE Wages & Benefits	20 Const. Jobs Wages & Ben. for 6 months	PILOT Payments	TOTAL	
0	(\$52,571)	(\$39,429)	(\$33,750)		(\$125,750)		\$750,000		\$750,000	\$624,250
1				(\$64,354)	(\$64,354)	\$586,616		\$0	\$586,616	\$522,262
2				(\$64,354)	(\$64,354)	\$586,616		\$0	\$586,616	\$522,262
3				(\$64,354)	(\$64,354)	\$586,616		\$0	\$586,616	\$522,262
4				(\$64,354)	(\$64,354)	\$586,616		\$0	\$586,616	\$522,262
5				(\$64,354)	(\$64,354)	\$586,616		\$0	\$586,616	\$522,262
6				(\$32,177)	(\$32,177)	\$586,616		\$32,177	\$618,793	\$586,616
7				(\$32,177)	(\$32,177)	\$586,616		\$32,177	\$618,793	\$586,616
8				(\$32,177)	(\$32,177)	\$586,616		\$32,177	\$618,793	\$586,616
9				(\$32,177)	(\$32,177)	\$586,616		\$32,177	\$618,793	\$586,616
10				(\$32,177)	(\$32,177)	\$586,616	\$0	\$32,177	\$618,793	\$586,616
TOTAL	(\$52,571)	(\$39,429)	(\$33,750)	(\$482,656)	(\$608,406)	\$5,866,160	\$750,000	\$160,885	\$6,777,045	\$6,168,640
The Cost to Benefit Ratio is ==>					1	to =====>			11.1	

Net Benefits - Net Present Value @ 3% \$5,178,137

Adopted July 17, 2023

Introduced by _____
who moved its adoption.

Seconded by _____

**RESOLUTION ACCEPTING AN APPLICATION FOR FINANCIAL ASSISTANCE
SUBMITTED BY NATIVE DEVELOPMENT ASSOCIATES LLC (THE "COMPANY")
RELATING TO A CERTAIN PROJECT; AUTHORIZING A PUBLIC HEARING WITH
RESPECT TO THE PROJECT; AND DESCRIBING THE FINANCIAL ASSISTANCE
BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT**

WHEREAS, Native Development Associates LLC, a limited liability company established pursuant to the laws of the State of New York, having an address of 8 Lupine Lane, Wilton, 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 manufacturing project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 32 Native Drive in the Town of Queensbury, County of Warren, New York and being known as tax map parcel number 308.20-1-9.22 (the "Land"); (ii) the planning, design, construction and maintenance by the Company of an approximately 25,000 square foot facility to be leased to Specialty Sales LLC to operate the facility to manufacture and install footbath systems and supply proprietary reagents/solutions to commercial dairies in the Northeast (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, Section 859-a of the Act requires that prior to granting financial assistance of more than \$100,000.00 to any project, an Agency must (i) adopt a resolution describing the project and the financial assistance contemplated by the Agency with respect thereto, and (ii) hold a public hearing in the city, town or village where the project proposes to locate upon at least ten (10) days published notice and, at the same time, provide notice of such hearing to the Chief Executive Officer of each affected taxing jurisdiction within which the project is located; and

WHEREAS, the Agency is in the process of reviewing and considering the Company's Application requesting the Agency to provide financial assistance for the proposed Project (collectively the "Financial Assistance") in the form of (i) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in and incorporated into

the Facility or used in the acquisition, construction or equipping of the Facility, (ii) an exemption for mortgage recording tax on eligible mortgages and (iii) a partial real property tax abatement through a payment in lieu of tax agreement (the "PILOT Agreement"), pursuant to which the Company would make payments in lieu of real property taxes to each affected tax jurisdiction (the "Affected Tax Jurisdictions"), all of which shall be consistent with the uniform tax exemption policy of the Agency; and

WHEREAS, the Agency desires to (i) accept the Application; (ii) authorize the scheduling and conduct of a public hearing; and (iii) negotiate, but not enter into an Agent Agreement and Project Agreement, pursuant to which the Agency will designate the Company, as its agent for the purpose of acquiring, constructing and equipping the Project, a Lease Agreement, and a Payment in Lieu of Tax Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED:

1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's Application, the Agency hereby finds and determines that:

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

(b) The Agency has the authority to take the actions contemplated herein under the Act; and

(c) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in Warren and Washington Counties, New York, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(d) The Project will not result in the removal of a commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company; and

(e) The Project is not considered to be a retail project as customers generally visit the project site for sales of goods or services.

2. The proposed financial assistance being contemplated by the Agency includes (i) an exemption from all state and local sales and use taxes with respect to the qualifying personal property included within the Project or used in the acquisition, construction or equipping of the Project in the estimated amount of \$92,000.00 based on purchases in the amount of \$1,314,285.00; (ii) an exemption from mortgage recording tax for qualifying mortgages in the estimated amount of \$33,750.00 based on mortgages in the approximate amount of

\$2,700,000.00; and (iii) 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, for a term of 10 years with an 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 PILOT has an estimated value of \$482,656.00, based on current figures and calculations prepared by the Agency. The estimated total project cost is \$3,631,207.00.

3. The Chairman, Vice Chairman and/or the Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to cause the issuance of public hearing notices, hold a public hearing in compliance with the Act and negotiate (but not execute or deliver) the terms of (A) the Agent Agreement and Project Agreement, whereby the Agency appoints the Company as its agent to undertake the Project, (B) an underlying Lease Agreement whereby the Company leases the Project to the Agency, (C) a related Lease Agreement conveying the Project back to the Company, (D) a PILOT Agreement, whereby the Company agrees to make certain payments-in-lieu-of real property taxes and (E) related documents; provided (i) the rental payments under the Agent Agreement and Lease Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project.

4. The Agency is hereby authorized to schedule and conduct a public hearing pursuant to Article 18-A of the General Municipal Law and at a date and time determined by the Chairman. The Agency hereby further authorizes the posting and publication of a Notice of Public Hearing for the Project in accordance with the Act and the Agency's policies and procedures.

5. This resolution shall take effect immediately.

The foregoing resolution 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 _____ 2023.

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 _____ 2023.

Alie Weaver
Counties of Warren and Washington
Industrial Development Agency

[SEAL]

**MEMORANDUM OF UNDERSTANDING RELATING TO LOCK 8 ROAD BRIDGE
SUPERSTRUCTURE REPLACEMENT PROJECT**

This Memorandum of Understanding is dated this ___ day of _____, 2023, by and between the County of Washington ("Washington County"), a municipal corporation with a mailing address of 383 Broadway, Fort Edward, New York 12828 and the Counties of Warren and Washington Industrial Development Agency ("WWIDA"), a public benefit corporation with a mailing address of 5 Warren Street, Glens Falls, New York 12801, (hereinafter collectively referred to as "Parties").

WHEREAS, a Bridge NY Project is being undertaken to replace the bridge owned by the WWIDA and located on Lock 8 Way in the Town of Kingsbury, County of Washington, State of New York (the "Bridge"); and

WHEREAS, pursuant to a Federal Aid Local Project Agreement, Comptroller's Contract No. D040823, dated February 2, 2023, by and between the New York State Department of Transportation ("NYSDOT") and Washington County (the "Project Agreement"), Federal aid funds will be granted for the purpose of replacing the Bridge; and

WHEREAS, the project to replace the Bridge is identified in the Project Agreement as BIN 5525300 Lock 8 Road Bridge Superstructure Replacement (the "Project"); and

WHEREAS, the Project Agreement indicates that the total cost of the Project is to be paid for with Eighty Percent (80%) of Federal funds and Twenty Percent (20%) of non-federal funds; and

WHEREAS, the Parties wish to enter into this Memorandum of Understanding concerning the funding and administration of funds related to the Lock 8 Road Bridge Superstructure Replacement Project.

NOW THEREFORE, the Parties do agree as follows:

1. Washington County agrees to administer the funding for the Project and complete any and all documentation required by federal, state and local law, the NYSDOT and the New York State Office of the Comptroller necessary for the administration of the funds and the Project, including, but not limited to, notice requirements, reporting requirements, record keeping requirements and electronic payment authorization form requirements. Washington County shall have the exclusive control and responsibility of undertaking the Project, which shall include, but not be limited to, the design phase, SEQRA requirements, bidding phase, construction phase, and financing phase, except as otherwise set forth herein. WWIDA agrees to cooperate with Washington County as necessary to complete the Project and as record owner of the Lock 8 Road and to the extent required the WWIDA grants Washington County the permission to undertake the Project.
2. The WWIDA agrees to contribute Five Percent (5%) of the total cost of the Project which is estimated at One Hundred Thousand Dollars (\$100,000.00) and all funds shall be used solely for the Project. Upon execution of this Memorandum of Understanding, the WWIDA shall deliver to Washington County funds in the amount of One Hundred Thousand Dollars (\$100,000.00) for costs associated with the Project. In the event that Five Percent (5%) of the total cost of the Project exceeds One Hundred Thousand Dollars (\$100,000.00), then the

WWIDA agrees to contribute such additional amounts, within thirty (30) days of written notice thereof, so that the total contribution is equal to Five Percent (5%) of the total cost of the Project. In the event that the initial contribution exceeds Five Percent (5%) of the total cost of the Project, then Washington County agrees to return the excess payment to WWIDA within thirty (30) days of the completion of the Project.

3. The parties agree to indemnify, defend and hold harmless the other from any and all claims, damages, causes of action, expenses, fees, cost and other disbursements incurred due to or arising from the acts or failures to act in connection with the Project and pursuant to this Agreement. Prior to the commencement of the Project, Washington County shall provide the WWIDA with certificates of insurance naming the WWIDA as additional insured. Washington County shall require that all engineers, architects, contractors and subcontractors name the WWIDA as additional insured on any and all insurance required pursuant to any contracts entered into for the Project. Washington County agrees to provide copies of said certificates of insurance to the WWIDA upon receipt of same and prior to the commencement of any work. In the event that the insurance certificate requirements herein increase the overall cost of the Project, the WWIDA shall be responsible for said expenses upon receipt of written documentation evidencing said costs.
4. The parties agree and acknowledge that it is the intention of the WWIDA to convey the existing bridge at Lock 8 Way (aka Lock 8 Road) to Washington County following the completion of the Project for \$1.00. The parties agree that the conveyance of said bridge shall be in consideration of and full satisfaction of Washington County's administration of the federal aid and grant package as described in the Project Agreement. In the event that the County's administration expenses, as recorded by the requisite County personnel, exceed the value of the existing bridge, then the WWIDA agrees to compensate the County in an amount equal to the difference in the value of the administration and the value of the bridge. The parties agree that said conveyance shall be contingent upon the WWIDA's compliance with any applicable laws as set forth in the Public Authorities Accountability Act.
5. The WWIDA understands and acknowledges that during the Project there may be times when there will be limited or no access from Lock 8 Way to the property owned by the WWIDA and the WWIDA agrees to be responsible for arranging for any alternate access routes that may be required. The WWIDA agrees that Washington County shall not be responsible for any alternate access issues or costs arising out of same.
6. This agreement is to be interpreted and construed under the laws of the State of New York. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.
7. All notices to either party required under this agreement shall be delivered personally or sent by US Mail to the addresses set forth above.

8. This agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This agreement has been approved by the respective boards of Washington County and the WWIDA and may not be amended except by the written agreement of both parties.

County of Washington

**Counties of Warren and
Washington Industrial Development Agency**

Robert A. Henke, Chairman

David O'Brien, Chairman