

COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY

548 Broadway
Monticello, New York 12701
(845) 428-7575 - Voice
(845) 428-7577 - Fax
www.sullivanida.com
TTY 711

MEETING NOTICE

TO: Suzanne Loughlin, IDA Chairperson
Edward Sykes, IDA Vice Chairman
Carol Roig, IDA Secretary
Howard Siegel, IDA Treasurer & Chief Financial Officer
Scott Smith, IDA Assistant Treasurer
Paul Guenther, IDA Member
Sean Brooks, IDA Member
Philip Vallone, IDA Member
Kathleen Lara, IDA Member
Chairman and Members of the Sullivan County Legislature
Josh Potosek, Sullivan County Manager
John Kiefer, IDA Chief Executive Officer
Walter Garigliano, Esq., IDA Counsel

FROM: Jennifer Flad, Executive Director

DATE: June 6, 2023

PLEASE TAKE NOTICE that there will be a Regular Meeting of the County of Sullivan Industrial Development Agency scheduled as follows:

Date: Monday, June 12, 2023

Time: 11:00 AM

Location: Legislative Committee Room, Sullivan County Government Center, 100 North Street, Monticello, New York 12701

This meeting video will also be livestreamed on the [IDA's YouTube Channel](#).

Meeting documents will be posted online [here](#).

SEE REVERSE FOR AGENDA

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**MEETING AGENDA
MONDAY, JUNE 12, 2023**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MEETING MINUTES

May 8, 2023 Regular Meeting

IV. BILLS AND COMMUNICATIONS

V. STAFF REPORT

VI. NEW BUSINESS

Resolution: Authorizing the Agency to Provide Funding to the Partnership for Economic Development in Sullivan County, Inc. for the Second Quarter of 2023

Resolution: Authorizing the Chairperson or Executive Director to Execute and Deliver an AgriBusiness Agreement with Hudson Valley AgriBusiness Development Corporation for the period Commencing July 1, 2023 and Ending June 30, 2028

Resolution: Extending the Sales Tax Abatement Period for the FSH Lodge at Neversink, LLC and 7491 State Route 55 Property Co., LLC Project from July 1, 2023 Through and Including December 31, 2023

Resolution: Extending the Sales Tax Abatement Period for the Rock Meadow Partners, LLC, Great Pine, LLC, and Naro Building, LLC Project from July 1, 2023 Through and Including December 31, 2023

Resolution: Extending the Sales Tax Abatement Period for the Mountain Kosher Food Corp. And 286 EB LLC Project from July 1, 2023 Through and Including December 31, 2023

Discussion: Status of Community Distributed Generation Solar Projects

Any and All Other Business Before the Board

VII. PUBLIC COMMENT AND ADJOURN

##

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MEETING MINUTES

Monday, May 8, 2023

I. CALL TO ORDER

Chairperson Loughlin called to order the regular meeting of the County of Sullivan Industrial Development Agency at approximately 11:00 AM in the Legislative Committee Room at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701.

II. ROLL CALL

Members Present-

Suzanne Loughlin
Edward Sykes
Carol Roig
Howard Siegel
Scott Smith
Kathleen Lara

Members Absent-

Paul Guenther
Sean Brooks
Philip Vallone

Staff Present-

John Kiefer, Chief Executive Officer
Jennifer Flad, Executive Director
Julio Garaicoechea, Project Manager

Staff Absent-

Bethanii Padu, Economic Development Coordinator

Others Present-

Walter Garigliano, Agency Counsel

III. APPROVAL OF MEETING MINUTES

On a motion made by Mr. Sykes, and seconded by Ms. Roig, the Board voted and unanimously approved the minutes of the April 10, 2023 Regular Meeting and the April 25, 2023 Special Meeting.

IV. BILLS AND COMMUNICATIONS

Ms. Flad presented the Board with a revised schedule of payments showing 13 payments totaling \$103,960.96. On a motion made by Mr. Sykes, and seconded by Mr. Siegel, the Board voted and unanimously approved the revised schedule of payments.

V. STAFF REPORT

There were no questions on the April staff report.

VI. NEW BUSINESS

On a motion made by Mr. Siegel, and seconded by Mr. Sykes, the Board reviewed and discussed a resolution authorizing the execution and delivery of a mortgage to secure a loan from M&T Bank to **286**

EB LLC in the original principal amount not to exceed \$3,500,000 (re: Mountain Kosher Grocery, Monticello) Chairperson Loughlin called the motion to question, the Board voted, and the resolution was unanimously approved.

VII. PUBLIC COMMENT AND ADJOURN

Chairperson Loughlin asked those present for Public Comment. There was none. On a motion made by Mr. Sykes, and seconded by Ms. Roig, the meeting was adjourned at approximately 11:02 AM.

Respectfully submitted:

Julio Garaicoechea, Project Manager

##

DRAFT

COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY

548 Broadway, Monticello, NY 12701

845-428-7575

SCHEDULE OF PAYMENTS: June 12, 2023			
No.	Vendor	Description	Amount
1	Bethanii Padu	Q2 2023 Travel Expense/ Health Reimbursement	\$ 1,016.63
2	Cardmember Services	Zoom, GoDaddy, B&H Photo, Legal Shred, Adobe	\$ 2,608.58
3	Charter Communications	Phone and Internet Service June 2023	\$ 279.95
4	Deborah Nola	Accounting & Payroll Services- May 2023	\$ 500.00
5	Jennifer Flad	Q2 2023 Health Reimbursement	\$ 3,303.88
6	Kristt Kelly Office Systems Corp	Office supplies (toner)	\$ 82.41
7	New Southern Tier Title Agency	Office Rent: July 2023	\$ 2,700.00
8	Walter F. Garigliano, Esq.	June 2023 Retainer, Legal fees re: David & Donalette Appel (<i>pass through</i>), Sales tax exemption fees re: FSH Lodge at Neversink, Rock Meadow, Mountain Kosher (<i>pass through</i>)	\$ 1,200.00
9	USDA Rural Development	RMAP Loan Payment June 2023	\$ 2,370.41
TOTAL			\$ 14,061.86

I certify that the payments listed above were audited by the Board of the IDA on June 12, 2023 and allowed in the amounts shown. You are hereby authorized and directed to pay each of the claimants in the amount opposite its name.

6/12/2023

Signature	Date
------------------	-------------

Expenses Approved and Paid Since Last Regular Meeting (5/8/23)			
No.	Vendor	Description	Amount
1	Cochecton Holdings LLC	RLF Loan Proceeds (approved 4/25/23)	\$ 86,163.09
2	Walter Garigliano, PC	RLF Loan Legal Fee	\$ 900.00
3	Sullivan County Clerk	RLF Loan Recording Tax & Fees	\$ 980.00
TOTAL			\$ 88,043.09

Other Expenses and Items Paid Since Last Regular Meeting (5/8/23)—no approval required			
No.	Vendor	Description	Amount
1	Payroll Expenses	Payroll Check Dates: 5/19/23, 6/2/23	\$ 22,113.12
2	FP Mailing Solutions	Postage for postage meter 5/15/23	\$ 200.00
TOTAL			\$ 22,313.12

451A Little Britain Road
Newburgh, NY 12550



Phone (845) 565-2737
Fax (845) 565-3099

L. Todd Diorio
Laborers Local 17
President

Tony Speciale
I.U.P.A.T. D.C. 9
Vice President

Sam Fratto
IBEW Local 363
Vice President

Thomas Gandolfini
Plumbers and Steamfitters 373
Treasurer

Matt Stoddard
Ironworkers Local 417
Recording Secretary

June 1, 2023

Mr. Scott Smith
N.A. States Regional Council of Carpenters Local 279
10 Corporate Park Road, Suite A
Hopewell Junction, New York 12533

Dear Mr. Smith:

As you are aware three of the four counties within our Council plus Montgomery, New York, have Local Labor Policies in place. These policies are triggered when an entity applies for benefits under the IDA, including 485B.

These policies have helped local labor capture work opportunities when incentives are given to applicants. Where Local Labor Policies are in place, the local union building trade unions and union companies, as well as local labor and local companies have benefited as a result. We have seen less out of area workers on these projects than when no policies existed without a decline in development activity. These policies have been key to better all-around local projects. We should also consider including prevailing wages in the policy for projects over a certain size which is not included in draft policy.

Attached is the DRAFT Local Labor Policy for Sullivan County. Please let me know if you need me to attend or present.

Sincerely,

L. Todd Diorio
President



LOCAL LABOR POLICY

SULLIVAN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Section 1: Purpose and Authority

The Sullivan County Industrial Development Agency (the "Agency") was created for the purpose of creating employment opportunities for, and to promote the general prosperity and economic welfare of, the residents of the Sullivan County, New York. The Agency offers economic incentives and benefits to qualified applicants who wish to locate or expand their businesses or facilities in Sullivan County. When the Agency approves a project, it enters into agreements to extend these incentives and benefits to the applicant.

Construction jobs, though limited in time duration, are vital to the overall employment opportunities and economic growth in the County of Sullivan. The Agency believes that companies benefiting from its financial assistance programs should employ local laborers, mechanics, craft persons, journey workers, equipment operators, truck drivers and apprentices (hereinafter "construction workers"), including those who have returned from military service, during the construction phase of projects. In this way, the Agency can generate significant benefits to advance the County of Sullivan's general prosperity. It is also the goal of the Agency to promote the use of local veterans on projects receiving Agency benefits. By partnering with local contractors, local contractor groups, local trade unions and contractors awarded work on Agency projects, there are opportunities for veterans to gain both short-term and long-term careers in the construction industry.

Section 2: General Provisions

It is, therefore, the policy of the Agency that firms benefiting from its programs shall employ workers from Sullivan County and the "local labor" market for (i) the site preparation and construction phases of the project, (ii) the installation of the internal furnishings and equipment outfitting if, and to the extent, that the Agency granted benefits regarding such internal furnishings and equipment outfitting of the constructed facility (*e.g.*, sales tax benefits on such furnishings and/or equipment), and (iii) all renovations and additions if, and to the extent, that the Agency granted benefits for such renovations and additions.

For the purpose of this policy ("Policy"), the "local labor" market for construction workers shall be defined as those individuals living in Orange, Ulster, Sullivan, Dutchess, Putnam, Rockland and Westchester and Delaware Counties. The Agency encourages each applicant receiving financial assistance to utilize labor from the County of Sullivan to the extent possible. Each applicant ("Applicant") receiving Agency financial assistance (collectively, "Agency Benefits") shall ensure that contractor(s) and developer(s) engage or hire at least 85% from the "local labor" market for their approved projects. The 85% shall be borne by each primary contractor including their subcontractors and in total at the time of completion of the project. The contractor/developer is mandated to keep daily log sheets of all field workers, commencing on the date of application. Any work performed after application shall be included in the determination of overall compliance with the 85% hiring requirements of this Policy. A third-party auditing firm will be engaged to monitor construction work commencing on the date Agency Benefits are granted by resolution of the Agency. Monitoring on site by the third-party auditing firm may be performed with or without prior notice to the Applicant to ensure accuracy of the monitoring information and reporting. Each Applicant will be responsible for the payment of such auditing firm.

Section 3: Exemptions

The Agency recognizes, however, that the use of local labor may not be possible for several reasons, and the Applicant may request an exemption on a particular contract or trade scope for the following reasons:

1. Warranty issues

- a. In the case a specialized manufacturing warranty is required by the applicant in which no local labor can manufacture an "all equal" product
- b. In the case an installation warranty is required by the applicant in which no local labor can install an "all equal" product

2. Specialized construction is required and no local contractors or local construction workers have the required skills, certifications or training to perform the work;

3. Cost Differentials:

a. For projects whose project cost are equal to or in excess \$15,000,000, significant cost differentials in bid prices whereby the use of local labor and materials significantly increases the subcontract or contract of a particular trade or work scope by 30%. Every reasonable effort should be made by the Applicant and or the Applicants' contractor to get below the 30% cost differential including, but not limited to, communicating and meeting with local construction trade organizations, such as the local Contractor Associations and the Hudson Valley Building and Construction Trades Council. If the applicant or applicants' contractors cannot get below the 30% cost differential, the applicant must give the otherwise preferred local bidder one final chance to get below the 30% cost differential. This effort must be documented and presented to the Agency's third-party local labor monitoring firm.

b. For projects whose project cost is less than \$15,000,000, significant cost differentials in bid prices whereby the use of local labor and materials significantly increases the subcontract or contract of a particular trade or work scope by 15% or more. Every reasonable effort should be made by the Applicant and or the Applicants' contractor to get below the 15% cost differential including, but not limited to, communicating and meeting with local construction trade organizations, such as the local Contractor Associations and the Hudson Valley Building and Construction Trades Council. If the applicant or applicants' contractors cannot get below the 15% cost differential, the applicant must give the otherwise preferred local bidder one final chance to get below the 15% cost differential. This effort must be documented and presented to the Agency's third-party local labor monitoring firm.

4. No labor is available for the project; and

5. The contractor requires key or core persons such as supervisors, foreman or "construction workers" having special skills that are not available in the "local labor" market.

The request to secure an exemption for the use of non-local labor must be received from the Applicant on the exemption form provided by the Agency or the third-party monitor and received in advance of work commencing. The request will be reviewed by the third-party monitor and forwarded to the Agency, at which time the Agency's Audit Committee shall have the authority to approve or disapprove the exemption. The third-party monitor shall report each authorized exemption to the Board of Directors at its' bi-monthly meeting.

Section 4: Certified Payroll Records and Monitoring Requirement

A certified payroll requirement improves record keeping and accountability about job descriptions, hours worked and wages earned on an IDA Project site. Accordingly, the designated construction manager for the IDA Project, acting as agent for the applicant, on the IDA Project shall: (i) provide to the duly designated IDA Project monitor ("monitor") within 30 days of the end of the month being reported a certified monthly payroll report of all construction workers working on the IDA Project site, which include names, days/hours worked, and rate of pay, and worker classification, and (ii) annually certify to the Agency that the IDA Project is in compliance with state laws related to environmental quality, worker safety and protection, and wages and hours.

The monitor shall issue a report to the Executive Director relative to compliance with this policy who shall share such information with the IDA Board of Directors. All applicants have a duty to cooperate with the monitor. All costs of the monitor shall be the obligation of the applicant. If a violation of the policy has occurred, the Executive Director shall notify the applicant in writing and give such applicant a warning of such violation. In the event there is a subsequent violation of the policy, the Executive Director shall bring such information to the IDA Board of Directors which may, in its discretion, take action to revoke or recapture IDA benefits

Section 5: Project Information

Applicants receiving Agency financial assistance, as well as contractor(s)/developer(s) on the project, shall make every effort to utilize vendors, material suppliers, subcontractors and professional services from the County of Sullivan and the surrounding counties identified above. Applicant(s), contractor(s) and developer(s) shall be required to keep records of those local vendor(s), material supplier(s), contractor(s) and professional services whom they have solicited and with whom they have contracted with or made awards to. This shall be stored in a binder on the project site during construction and shall be easily available for review by an authorized representative of the Agency, such as the Agency' s third-party monitor. Such binder shall also include any documents for solicitation and the final contracts. Once approved for Agency Benefits, all Applicants will be required to provide to the Agency' s staff the following information:

1. Contact information for the Applicant's representative who will be responsible and accountable for providing information about the bidding and awarding of construction contracts relative to the Applicants project;
2. Description of the nature of construction jobs created by the project, including in as much detail as possible, the number, type and duration of construction positions;
3. The names, contact information, certificate of authorization to do business in the State of New York and copies of current Certificates of NYS Workers' Compensation Insurance, NYS Disability Insurance, General Liability Insurance and proof of current OSHA training certification from all contractors' employees performing work on the site; and
4. A Construction Completion Report listing the names and business locations of prime contractors, subcontractors and vendors who have been engaged in the construction phase of the project.

All Agency projects are subject to local monitoring by the Agency and the third-party monitor. The Applicant and/or construction manager or general contractor acting as agent for the Applicant on the project, shall keep a log book on site detailing the number of workers, hours worked and counties and states in which they reside. Proof of residency or copy of drivers' license shall be included in the log book, along with evidence of necessary OSHA Certifications. Reports will be on forms provided by the Agency or weekly payroll reports which contain the same information as required on the Agency issued form. The Applicant(s), contractor(s) and developer(s) are subject to periodic inspection or monitoring by the Agency or its third-party monitor.

Section 6: Bulletin Board

The Agency will use a third-party firm(s) to monitor and audit compliance with this Policy, the cost of which shall be paid for by the Applicant at closing in advance of future audits and held in a non-interest bearing escrow account by the Agency until all such audits are completed. The Applicant of an Agency approved project, unless otherwise agreed by the Agency, shall be required to maintain a 4' X 8' bulletin board on the project site. The bulletin board shall be located in an area that is accessible to onsite workers and visitor, which should be clear and legible at least 10 feet from said bulletin board, and contain the following information:

1. Contact information for the Applicant;
2. Summary of the Agency Benefits received;
3. Contractor's name(s) and contact information;
4. Copies of proof of exemption (if any) from this Policy;
5. Copies of any warnings or violations (if any) of this Policy; and
6. Copy of this Policy executed by the Applicant.

Section 7: Compliance

The third-party monitor shall issue a report to the Agency immediately when an Applicant or Applicants' contractor (or developer) is not in compliance of this Policy. Agency staff shall advise the Audit Committee and/or Agency Board on non-compliance by email or at the next scheduled meeting. If a violation of this Policy has occurred, Agency staff shall notify the Applicant and contractor in writing of noncompliance and give Applicant a warning of violation and 72 hours in which to correct such violation. Upon evidence of continued non-compliance or additional violations, the Agency and/or its third-party monitor shall notify the Applicant that the project is in violation of this Policy and is subject to Agency Board action which may result in the revocation, termination and/or recapture of any or all Agency Benefits conferred by the Agency as provided in the project closing documents.

ACTIVITY REPORT – MAY 2023
COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY (IDA), SULLIVAN COUNTY
FUNDING CORPORATION (SCFC), THE SULLIVAN COUNTY INFRASTRUCTURE LOCAL
DEVELOPMENT CORPORATION (TSCILDC)

June 4, 2023

The IDA Board held its regular monthly meeting on May 8th, at which time the Board adopted a resolution authorizing the execution and delivery of a mortgage to secure a loan from M&T Bank to 286 EB LLC. This relates to **Mountain Kosher Grocery** on East Broadway in Monticello. The Mountain Kosher Grocery project was approved and closed in December 2022. The project application contemplated mortgage financing, which has now been secured.

The Sullivan County Funding Corp. (SCFC) and Sullivan County Infrastructure Local Development Corporation (TSCILDC) also met on May 8th to conduct routine business.

During May IDA staff attended virtual meetings of the Sullivan Wawarsing Rural Economic Area Partnership (REAP) Board, the Resilient Sullivan Advisory Board, and the Mid-Hudson Regional Economic Development Council, and an in-person event hosted by Empire State Development at the Chester Agricultural Center.

On May 9th IDA closed on a \$90,000 Revolving Loan Fund loan to **Cochecton Holdings, LLC and Cochecton Spirits Inc.** Staff is currently assisting several business owners as they develop and refine their applications for revolving loan funding. We have also begun procurement of equipment to be leased to **AMJR, LLC and Big Eddy Brewing Company**, to assist in the development of a new brewery in Narrowsburg.

On May 31st IDA, **Maude Crawford Realty LLC, and Bridgeville Ski Company Inc. d/b/a Holiday Mountain** closed on a straight lease transaction relating to the purchase, renovation and rehabilitation of Holiday Mountain Ski and Fun Park.

The next meeting of the IDA Board is scheduled for Monday, June 12th at 11:00 AM in the Legislative Committee Room at the Sullivan County Government Center.

##

RESOLUTION

A regular meeting of the County of Sullivan Industrial Development Agency (“Agency”) was convened on June 12, 2023 at 11:00 a.m. local time at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701.

The meeting was called to order by Chairperson Suzanne Loughlin, and, upon the roll being called, the following members of the Agency were:

	<u>PRESENT</u>	<u>ABSENT</u>
Suzanne Loughlin	[]	[]
Edward T. Sykes	[]	[]
Carol Roig	[]	[]
Howard Siegel	[]	[]
Scott Smith	[]	[]
Paul Guenther	[]	[]
Sean Brooks	[]	[]
Philip Vallone	[]	[]
Kathleen Lara	[]	[]

The following persons were also present:

Jennifer M. Flad, Executive Director
John W. Kiefer, Chief Executive Officer
Julio Garaicoechea, Project Manager
Bethanii Padu, Economic Development Coordinator
Walter F. Garigliano, Agency General Counsel

The following resolution was duly offered by _____, and seconded by _____, to wit:

Resolution No. ___ - 23

RESOLUTION AUTHORIZING THE AGENCY TO PROVIDE FUNDING TO THE PARTNERSHIP FOR ECONOMIC DEVELOPMENT IN SULLIVAN COUNTY, INC. FOR THE SECOND QUARTER OF 2023

WHEREAS, the Agency was created by Chapter 560 of the Laws of 1970 of the State of New York, as amended, pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, since 1995, the Agency has contracted for services from the Partnership for Economic Development in Sullivan County, Inc. ("Partnership"); and

WHEREAS, at the Agency’s meeting held on May 9, 2022, the Agency authorized execution of a First Amendment to Agreement (“First Amendment”), which amends the Agreement by and between the Agency and the Partnership dated January 1, 2021; and

WHEREAS, the Partnership and the Agency entered into the First Amendment effective May 9, 2022; and

WHEREAS, the Agency contemplates providing a payment for services to the Partnership for the second quarter of 2023 in the amount of TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) Dollars.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Agency is hereby authorized to make a payment for services to the Partnership for the second calendar quarter of 2023 in the amount of TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) Dollars.

Section 2. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments, documents, and to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or in the opinion of the officer, employee or agent acting on behalf of the Agency desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all the terms, covenants and provisions of the documents for and on behalf of the Agency.

Section 3. These resolutions shall take effect immediately.

The question of adoption of the foregoing resolutions were duly put to a vote on roll call, which resulted as follows:

Suzanne Loughlin	[] Yes	[] No	[] Absent	[] Abstain
Edward T. Sykes	[] Yes	[] No	[] Absent	[] Abstain
Carol Roig	[] Yes	[] No	[] Absent	[] Abstain
Howard Siegel	[] Yes	[] No	[] Absent	[] Abstain
Scott Smith	[] Yes	[] No	[] Absent	[] Abstain
Paul Guenther	[] Yes	[] No	[] Absent	[] Abstain
Sean Brooks	[] Yes	[] No	[] Absent	[] Abstain
Philip Vallone	[] Yes	[] No	[] Absent	[] Abstain
Kathleen Lara	[] Yes	[] No	[] Absent	[] Abstain

The resolutions were thereupon duly adopted.

STATE OF NEW YORK :
:SS
COUNTY OF SULLIVAN :

I, the undersigned Secretary of the Agency DO HEREBY CERTIFY THAT:

1. I have compared the foregoing copy of a resolution of the County of Sullivan Industrial Development Agency (“Agency”) with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.
2. Such resolution was passed at a meeting of the Agency duly convened in public session on June 12, 2023 at 11:00 a.m. at the Sullivan County Government Center, 100 North Street, Village of Monticello, Sullivan County, New York, at which the following members were present:

	<u>PRESENT</u>		<u>ABSENT</u>	
Suzanne Loughlin	[]]	[]]
Edward T. Sykes	[]]	[]]
Carol Roig	[]]	[]]
Howard Siegel	[]]	[]]
Scott Smith	[]]	[]]
Paul Guenther	[]]	[]]
Sean Brooks	[]]	[]]
Philip Vallone	[]]	[]]
Kathleen Lara	[]]	[]]

3. The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Suzanne Loughlin	[] Yes	[] No	[] Absent	[] Abstain
Edward T. Sykes	[] Yes	[] No	[] Absent	[] Abstain
Carol Roig	[] Yes	[] No	[] Absent	[] Abstain
Howard Siegel	[] Yes	[] No	[] Absent	[] Abstain
Scott Smith	[] Yes	[] No	[] Absent	[] Abstain
Paul Guenther	[] Yes	[] No	[] Absent	[] Abstain
Sean Brooks	[] Yes	[] No	[] Absent	[] Abstain
Philip Vallone	[] Yes	[] No	[] Absent	[] Abstain
Kathleen Lara	[] Yes	[] No	[] Absent	[] Abstain

and therefore, the resolution was declared duly adopted.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103(a) and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103(a) and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 12th day of June, 2023.

Carol Roig, Secretary

AgriBusiness Agreement

THIS AGRIBUSINESS AGREEMENT (“Agreement”), is effective as of July 1, 2023 by and between the County of Sullivan Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, with its principal office located at 548 Broadway, Monticello, New York 12701 (“Agency”) and Hudson Valley AgriBusiness Development Corporation, a New York not-for-profit corporation, with its principal offices located at 507 Warren Street, 2nd Floor, Hudson, New York 12534 (“HVADC”).

Recitals

WHEREAS, HVADC’s mission is to enhance the agricultural sector in the Hudson Valley by assisting both new and existing agribusinesses, and supporting policies and regulations that recognize and support New York State’s agricultural economy; and

WHEREAS, HVADC’s programs are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, agricultural development support and capital access planning; and

WHEREAS, the Agency’s mission is to promote economic welfare and recreation opportunities, prevent unemployment and economic deterioration, ensure the prosperity of Sullivan County’s inhabitants, and promote tourism and trade; and

WHEREAS, the Agency recognizes the importance of farming and related agricultural businesses on the County’s economy; and

WHEREAS, the Agency has determined that HVADC’s corporate purpose is closely aligned with the Agency’s mission; and

WHEREAS, the Agency wishes to engage HVADC to provide services in furtherance of the Agency’s mission.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Payment for Services.

The Agency agrees to provide payment for services to HVADC in the aggregate amount of \$125,000.00, to be paid in five (5) equal annual installments of \$25,000.00 each covering fiscal periods commencing July 1, 2023 and ending June 30, 2028. Payments, other than the \$25,000.00 installment covering the period July 1, 2023 to June 30, 2024, are subject to annual approval by the Agency. Should the Agency elect not to approve any annual installment required hereunder, this Agreement shall be deemed to have been terminated by the Agency and appropriate notice will be delivered to HVADC within ten (10) business days of such disapproval.

2. Services – In General.

HVADC shall use Agency funds primarily for its stated purpose of fostering the growth and development of agricultural businesses and opportunities in Sullivan County and the Hudson Valley region. Examples of these services may include but are not limited to:

- A. Seeking prospective agribusinesses with the potential to locate in Sullivan County and assisting such prospective businesses in finding appropriate sites with necessary infrastructure and amenities to encourage location of their businesses in Sullivan County.
- B. Providing Sullivan County farmers and agribusinesses with technical assistance including business planning services and business expansion counseling.
- C. Referring viable agribusinesses to the Agency for consideration of project support.
- D. Acting as a liaison between Sullivan County farmers and agribusinesses and the New York State Department of Agriculture and Markets.

3. Reporting.

HVADC shall provide the Agency with a comprehensive annual report of its Sullivan County activities and regional activities impacting Sullivan County at times to be arranged between HVADC and the Agency.

4. Insurance.

Effective as of the date hereof and until the Agency consents in writing to a termination, HVADC shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by not-for-profit entities of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

A. Insurance 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 limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon HVADC by any applicable Worker's Compensation Law.

B. Worker's compensation insurance, disability benefits insurance, and each other form of insurance which HVADC is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the HVADC.

All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by HVADC (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts not exceeding \$2,500.00. All policies evidencing such insurance shall provide for at least thirty (30) days written notice of the cancellation thereof to the Agency.

All such certificates of insurance of the insurers that such insurance is in force and effect, shall be provided to the Agency effective on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, HVADC shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

5. Hold Harmless.

HVADC shall indemnify and hold harmless the Agency and its directors, officers, employees, members, agents, representatives (except HVADC), their respective successors and assigns and personal representatives harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to this Agreement, including without limiting the generality of the foregoing, reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing.

6. General Provisions.

A. Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by overnight courier of national reputation, or by United States mail. Notices delivered by mail shall be deemed given three Business Days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notices delivered by overnight courier of national reputation shall be deemed given the next day after mailing providing evidence of receipt and properly addressed. Notices delivered by hand shall be deemed given on the day of delivery. All notices shall be addressed as follows:

if to the Agency:

County of Sullivan Industrial Development Agency
548 Broadway
Monticello, New York 12701
Attn: Executive Director

with a copy to:

Walter F. Garigliano P.C.
P.O. Drawer 1069 – 449 Broadway
Monticello, New York 12701

If to HVADC:

Hudson Valley AgriBusiness Development Corporation
507 Warren Street, 2nd Floor
Hudson, New York 12534
Attn: Todd M. Erling, Executive Director

B. Governing Law, Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York. Any dispute arising hereunder shall be adjudicated in New York State Supreme Court, Sullivan County.

C. Construction. All defined terms used herein shall be applicable equally to

the singular and plural forms of such terms. This Agreement executed and delivered in connection with the Agreement shall be interpreted without regard to any canons of construction which require that a document be interpreted or construed against the party which caused the same to be drafted.

D. Severability. Whenever possible, each provision of this Agreement shall be interpreted in Agreement shall be prohibited by or invalid under applicable law such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

E. Headings. All section headings herein have been inserted for convenience of reference only and shall not affect any construction or interpretation of this Agreement.

F. Assignment and Assigns. HVADC shall neither assign nor delegate any of its duties arising under this Agreement without the prior written consent of the Agency.

G. Entire Agreement, Counterparts. This Agreement, which may be executed in counterparts, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Agency and HVADC, after receiving all necessary and appropriate authorizations, have executed this Agreement as of the day and year first above written.

County of Sullivan Industrial Development Agency

By: Jennifer M. Flad, Executive Director

Hudson Valley AgriBusiness Development Corporation

By: Todd M. Erling, Executive Director

RESOLUTION

A regular meeting of the County of Sullivan Industrial Development Agency (“Agency”) was convened on June 12, 2023 at 11:00 a.m. local time at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701.

The meeting was called to order by Chairperson Suzanne Loughlin, and, upon the roll being called, the following members of the Agency were:

	<u>PRESENT</u>	<u>ABSENT</u>
Suzanne Loughlin	[]	[]
Edward T. Sykes	[]	[]
Carol Roig	[]	[]
Howard Siegel	[]	[]
Scott Smith	[]	[]
Paul Guenther	[]	[]
Sean Brooks	[]	[]
Philip Vallone	[]	[]
Kathleen Lara	[]	[]

The following persons were also present:

- Jennifer M. Flad, Executive Director
- John W. Kiefer, Chief Executive Officer
- Julio Garaicoechea, Project Manager
- Bethanii Padu, Economic Development Coordinator
- Walter F. Garigliano, Agency General Counsel
- William A. Frank, Special Transaction Counsel

The following resolution was duly offered by _____, and seconded by _____, to wit:

Resolution No. __ - 23

RESOLUTION AUTHORIZING THE CHAIRPERSON OR EXECUTIVE DIRECTOR TO EXECUTE AND DELIVER AN AGRIBUSINESS AGREEMENT WITH HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORPORATION (“HVADC”) FOR THE PERIOD COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2028

WHEREAS, HVADC’s mission is to enhance the agricultural sector in the Hudson Valley by assisting both new and existing agri-businesses, and supporting policies and regulations that recognize and support New York State’s agricultural economy; and

WHEREAS, HVADC’s programs are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, agricultural development support and capital access planning; and

WHEREAS, the Agency recognizes the importance of farming and related agricultural businesses on the County’s economy; and

WHEREAS, the Agency has determined that HVADC’s corporate purpose is closely aligned with the Agency’s mission of encouraging economic development in Sullivan County, including farms and related agricultural businesses; and

WHEREAS, the Agency wishes to engage HVADC to provide services to the Agency and the local agricultural community.

NOW, THEREFORE, BE IT RESOLVED by the Agency as follows:

Section 1. The Chairperson or Executive Director of the Agency, each acting individually, are each hereby authorized, on behalf of the Agency, to execute and deliver an Agribusiness Agreement (the “Agreement”) with HVADC for the period commencing July 1, 2023 and ending June 30, 2028, in substantially the form of the Agreement presented to the Agency.

Section 2. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments, documents, and to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or in the opinion of the officer, employee or agent acting on behalf of the Agency desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all the terms, covenants and provisions of the Agreement for and on behalf of the Agency.

Section 3. These resolutions shall take effect immediately.

The question of adoption of the foregoing resolutions were duly put to a vote on roll call, which resulted as follows:

Suzanne Loughlin	[] Yes	[] No	[] Absent	[] Abstain
Edward T. Sykes	[] Yes	[] No	[] Absent	[] Abstain
Carol Roig	[] Yes	[] No	[] Absent	[] Abstain
Howard Siegel	[] Yes	[] No	[] Absent	[] Abstain
Scott Smith	[] Yes	[] No	[] Absent	[] Abstain
Paul Guenther	[] Yes	[] No	[] Absent	[] Abstain
Sean Brooks	[] Yes	[] No	[] Absent	[] Abstain
Philip Vallone	[] Yes	[] No	[] Absent	[] Abstain
Kathleen Lara	[] Yes	[] No	[] Absent	[] Abstain

The resolutions were thereupon duly adopted.

STATE OF NEW YORK :
:SS
COUNTY OF SULLIVAN :

I, the undersigned Secretary of the Agency DO HEREBY CERTIFY THAT:

1. I have compared the foregoing copy of a resolution of the County of Sullivan Industrial Development Agency (“Agency”) with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.
2. Such resolution was passed at a meeting of the Agency duly convened in public session on June 12, 2023 at 11:00 a.m. at the Sullivan County Government Center, 100 North Street, Village of Monticello, Sullivan County, New York, at which the following members were present:

	<u>PRESENT</u>	<u>ABSENT</u>
Suzanne Loughlin	[]	[]
Edward T. Sykes	[]	[]
Carol Roig	[]	[]
Howard Siegel	[]	[]
Scott Smith	[]	[]
Paul Guenther	[]	[]
Sean Brooks	[]	[]
Philip Vallone	[]	[]
Kathleen Lara	[]	[]

3. The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Suzanne Loughlin	[] Yes	[] No	[] Absent	[] Abstain
Edward T. Sykes	[] Yes	[] No	[] Absent	[] Abstain
Carol Roig	[] Yes	[] No	[] Absent	[] Abstain
Howard Siegel	[] Yes	[] No	[] Absent	[] Abstain
Scott Smith	[] Yes	[] No	[] Absent	[] Abstain
Paul Guenther	[] Yes	[] No	[] Absent	[] Abstain
Sean Brooks	[] Yes	[] No	[] Absent	[] Abstain
Philip Vallone	[] Yes	[] No	[] Absent	[] Abstain
Kathleen Lara	[] Yes	[] No	[] Absent	[] Abstain

and therefore, the resolution was declared duly adopted.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103(a) and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103(a) and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 12th day of June, 2023.

Carol Roig, Secretary

Julio Garaicoechea

From: Ryan Foster <ryan@fostersupplyco.com>
Sent: Wednesday, May 31, 2023 4:58 PM
To: Julio Garaicoechea
Cc: Jennifer Flad; Christopher Monello
Subject: Sales Tax Exemption Period Extension Request for FSH Lodge at Neversink, LLC / 7491 State Route 55 Property Co., LLC

Follow Up Flag: Follow up
Flag Status: Completed

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Dear Julio and Jennifer,

This email is written with the purpose of requesting a six month extension of the sales tax exemption period ending June 30, 2023 for FSH Lodge at Neversink, LLC/ 7491 State Route 55 Property Co, LLC. The project is progressing nicely with Phase One of renovations (rooms buildings) materially finished and Phase Two (common area buildings) well under way and nearing completion. At this juncture, we anticipate completing the construction project in the Summer of 2023 and opening for guests in the Fall of 2023. Thank you very much for considering this request and we wish everyone at the Sullivan IDA a very pleasant Summer!

Many thanks,
Ryan

Ryan Foster
Foster Supply Hospitality
ryan@fostersupplyco.com
www.fostersupplyco.com
845.699.3641

Escape to the Catskills

We're delivering meals to local families in need. Visit asinglebite.org to find out how you can help.

RESOLUTION

A regular meeting of the County of Sullivan Industrial Development Agency (“Agency”) was convened on June 12, 2023 at 11:00 a.m. local time at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701.

The meeting was called to order by Chairperson Suzanne Loughlin, and, upon the roll being called, the following members of the Agency were:

	<u>PRESENT</u>	<u>ABSENT</u>
Suzanne Loughlin	[]	[]
Edward T. Sykes	[]	[]
Carol Roig	[]	[]
Howard Siegel	[]	[]
Scott Smith	[]	[]
Paul Guenther	[]	[]
Sean Brooks	[]	[]
Philip Vallone	[]	[]
Kathleen Lara	[]	[]

The following persons were also present:

- Jennifer M. Flad, Executive Director
- John W. Kiefer, Chief Executive Officer
- Julio Garaicoechea, Project Manager
- Bethanii Padu, Economic Development Coordinator
- Walter F. Garigliano, Agency General Counsel
- William A. Frank, Special Transaction Counsel

The following resolution was duly offered by _____, and seconded by _____, to wit:

Resolution No. __ - 23

RESOLUTION EXTENDING THE SALES TAX ABATEMENT PERIOD FOR THE FSH LODGE AT NEVERSINK, LLC (“FSH LODGE”) AND 7491 STATE ROUTE 55 PROPERTY CO., LLC (“7491 SR 55” AND TOGETHER WITH FSH LODGE, COLLECTIVELY REFERRED TO AS THE “COMPANY”) PROJECT FROM JULY 1, 2023 THROUGH AND INCLUDING DECEMBER 31, 2023

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York ("State"), as amended, and Chapter 560 of the Laws of 1970 of the State, as amended and codified as Section 960 of the General Municipal Law (collectively, the “Act”), the Agency was created with the authority and power to own, lease and sell property as authorized by the Act; and

WHEREAS, on or about August 1, 2022, the Agency closed a lease/leaseback transaction with the Company consisting of the: (i) acquisition, construction, reconstruction, renovation, rehabilitation, installation and equipping of nine (9) existing buildings aggregating approximately 30,000 +/- square feet, intended to be used as a wellness retreat including thirty-four (34) guest rooms, spa, restaurant and related amenities (“Buildings”) situate on two (2) parcels of real estate consisting of approximately 229.5+/- acres located at 7491 State Route 55 and Seeman Road, Town of Neversink (“Town”), County of Sullivan (“County”), State of New York and identified on the Town tax map as Section 30, Block 1, Lots 39.1 and 39.3 (“Land”); (ii) acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iii) construction of improvements to the Buildings, the Land and the Equipment (collectively, the Buildings, the Land and the Equipment are referred to as the “Project”); and (iv) lease of the Project from the Agency to the Company; and

WHEREAS, on or about June 1, 2022, the Agency and the Company entered into an Agent and Project Agreement (“Agent Agreement”) pursuant to which the Agency designated the Company as the Agent of the Project; and

WHEREAS, contemporaneously with the execution of the Agent Agreement, the Agency delivered to the Company a Sales Tax Exemption Letter granting a sales tax exemption for purchases related to the reconstruction, renovation, rehabilitation, installation and equipping of the Project; and

WHEREAS, the current Sales Tax Exemption Letter shall expire on June 30, 2023; and

WHEREAS, on or about May 31, 2023, the Company requested that the sales tax abatement period be extended for another six (6) months to expire on December 31, 2023 to continue construction and equipping of the Project; and

WHEREAS, given the progress made towards completing the Project, the Agency has no objection to granting the requested extension.

NOW, THEREFORE, BE IT RESOLVED, that the sales tax abatement period for the Project be, and hereby is, extended through and including December 31, 2023, and it is further

RESOLVED, that the Chairperson or Executive Director of the Agency, each acting individually, are each hereby authorized, on behalf of the Agency, to execute and deliver a sales tax exemption extension letter through and including December 31, 2023 with respect to the Project along with any other documents necessary to effectuate the intent of this Resolution.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Suzanne Loughlin	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Edward T. Sykes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Carol Roig	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Howard Siegel	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Scott Smith	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Paul Guenther	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Sean Brooks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Philip Vallone	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Kathleen Lara	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

The resolution was thereupon duly adopted.



June 3, 2022

Susan Loughlin
Chairperson
County of Sullivan Industrial Development Agency
548 East Broadway
Monticello, NY 12701

RE: Rock Meadow Partners LLC
Great Pine LLC
NARO Building LLC
Project # 48011503C

Dear Chairperson Loughlin:

This letter constitutes a formal request for extension of the sales tax exemption for the above-named project for the second half of calendar year 2023. Our current sales tax exemption expires on June 30, 2023.

We request the extension due to the following plans we have for alterations to The Union in 2021:

1. Continue the conversion of large classroom sized spaces on second floor into one and two person private offices;
2. Installation of building exterior signage pursuant to Tusten Planning Board approved comprehensive building signage plan;
3. Conversion of first floor former classroom spaces into retail spaces, including installation of direct-to-outside doors
4. Expansion of Union Works Print Pack Ship into additional space, due to business growth

Thank you for your consideration.

Very truly yours,

A handwritten signature in blue ink that reads 'Kathleen M. Weiden'.

Kathleen M. Weiden
Managing Member, Rock Meadow Partners LLC

RESOLUTION

A regular meeting of the County of Sullivan Industrial Development Agency (“Agency”) was convened on June 12, 2023 at 11:00 a.m. local time at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701.

The meeting was called to order by Chairperson Suzanne Loughlin, and, upon the roll being called, the following members of the Agency were:

	<u>PRESENT</u>	<u>ABSENT</u>
Suzanne Loughlin	[]	[]
Edward T. Sykes	[]	[]
Carol Roig	[]	[]
Howard Siegel	[]	[]
Scott Smith	[]	[]
Paul Guenther	[]	[]
Sean Brooks	[]	[]
Philip Vallone	[]	[]
Kathleen Lara	[]	[]

The following persons were also present:

- Jennifer M. Flad, Executive Director
- John W. Kiefer, Chief Executive Officer
- Julio Garaicoechea, Project Manager
- Bethanii Padu, Economic Development Coordinator
- Walter F. Garigliano, Agency General Counsel

The following resolution was duly offered by _____, and seconded by _____, to wit:

Resolution No. __ - 23

RESOLUTION EXTENDING THE SALES TAX ABATEMENT PERIOD FOR THE ROCK MEADOW PARTNERS, LLC (“ROCK MEADOW”), GREAT PINE, LLC (“GREAT PINE”), AND NARO BUILDING, LLC (“NARO BUILDING”) NARROWSBURG UNION PROJECT FROM JULY 1, 2023 THROUGH AND INCLUDING DECEMBER 31, 2023

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York ("State"), as amended, and Chapter 560 of the Laws of 1970 of the State, as amended and codified as Section 960 of the General Municipal Law (collectively, the “Act”), the Agency was created with the authority and power to own, lease and sell property as authorized by the Act; and

WHEREAS, on or about July 1, 2015, the Agency closed a sale/leaseback transaction with Rock Meadow, Great Pine, Naro Building, and Indian Fields, LLC (“Indian Fields”) consisting of:

(i) the acquisition, construction, renovation, installation and equipping of existing buildings (collectively, the “Initial Phase”) situate on two (2) parcels of real estate consisting of approximately 2.78 acres located at 23 Erie Avenue and 7 Erie Avenue, Town of Tusten (“Town”), County of Sullivan (“County”), State and identified on the Town’s tax map as Section 10, Block 3 and Lots 19 and 1 (“Initial Phase Land”); (ii) the construction and equipping of the Initial Phase; (iii) the acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Initial Phase Equipment”); (iv) the construction of improvements to the Initial Phase, the Initial Phase Land and the Initial Phase Equipment (collectively, the Initial Phase, the Initial Phase Land and the Initial Phase Equipment are referred to as the “Initial Phase Project”); and (v) leasing of the Initial Phase Project from the Agency to Rock Meadow, Great Pine, Naro Building, and Indian Fields; and

(i) the acquisition and future development of four (4) parcels of real estate consisting of approximately 16.03 acres located along Kirk Road, 6483 Route 97, West of Route 97 and North of Route 24 in the Town, County, State and identified on the Town Tax map as Section 10, Block 2, Lots 5.1, 17, 18 and 11 (“Future Phase Land” and together with Initial Phase Land collectively, the “Land”); (ii) the demolition of structures on the Future Phase Land; (iii) the construction, reconstruction, renovation and/or repair of sewer, water, storm sewer, utilities, roads and other infrastructure to ready the Future Phase Land for development (“Infrastructure Improvements”); (iv) the acquisition and installation in and around the Infrastructure Improvements of certain items of equipment and other tangible personal property (collectively, the Future Phase Land and future development of the Future Phase Land are referred to as the “Future Phases” and together with the Initial Phase, the “Original Approved Project”).

WHEREAS, on or about July 1, 2015, the Agency, Rock Meadow, Great Pine, Naro Building, and Indian Fields entered into a Master Development and Agent Agreement (“MDAA”); and

WHEREAS, on or about July 1, 2022, the Agency, Rock Meadow, Great Pine and Naro Building (collectively referred to as the “Company”) entered into that certain Amended and Restated Master Development and Agent Agreement, dated July 1, 2022 which changed the project description to consist of:

the acquisition, construction, renovation, installation and equipping of existing buildings (“Building” or “Existing Building”) situate on one (1) parcel of real estate consisting of approximately 3.12 acres located at 23 Erie Avenue and 7 Erie Avenue, Town of Tusten (“Town”), County of Sullivan (“County”), State and identified on the Town’s tax map as Section 10, Block 3, Lot 1 (“Land”); (ii) the construction and equipping of the Building; (iii) the acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iv) the construction of improvements to the Building, the

Land and the Equipment (collectively, the Building, the Land and the Equipment are referred to as the “Facility” or the “Project”); and (v) leasing of the Project from the Agency to the Company

; and

WHEREAS, on or about July 1, 2022, the Agency delivered to the Company a Sales Tax Exemption Letter, which letter expires on June 30, 2023; and

WHEREAS, on or about June 3, 2023, the Company requested that the sales tax abatement period be extended for another six (6) months to expire on December 31, 2023 to continue construction and equipping of the Narrowsburg Union Project.

NOW, THEREFORE, BE IT RESOLVED, that the sales tax abatement period for the Narrowsburg Union Project be, and hereby is, extended from July 1, 2023 through and including December 31, 2023.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Suzanne Loughlin	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Edward T. Sykes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Carol Roig	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Howard Siegel	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Scott Smith	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Paul Guenther	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Sean Brooks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Philip Vallone	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Kathleen Lara	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

The resolution was thereupon duly adopted.

Mountain kosher food corp and 286 EB LLC

Project # 48012210A

In regard to the above project, we are expecting to be almost all finished by June 30,2023.
However, there will still be some work and purchasing that will need to be finished.

We will still have to erect fencing in areas of the property and outdoor signage will still need to be completed. In addition purchases will still be ongoing after that date such as outfitting the office and all supplies to run the actual store, such as register tape and assorted items.

We would respectfully like to ask to extend our June, 30 2023 deadline.

Thanking you in advance

Moish Neiman

RESOLUTION

A regular meeting of the County of Sullivan Industrial Development Agency (“Agency”) was convened on June 12, 2023 at 11:00 a.m. local time at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701.

The meeting was called to order by Chairperson Suzanne Loughlin, and, upon the roll being called, the following members of the Agency were:

	<u>PRESENT</u>	<u>ABSENT</u>	
Suzanne Loughlin	[]	[]	
Edward T. Sykes	[]	[]	
Carol Roig	[]	[]	
Howard Siegel	[]	[]	
Scott Smith	[]	[]	
Paul Guenther	[]	[]	
Sean Brooks	[]	[]	
Philip Vallone	[]	[]	
Kathleen Lara	[]	[]	

The following persons were also present:

- Jennifer M. Flad, Executive Director
- John W. Kiefer, Chief Executive Officer
- Julio Garaicoechea, Project Manager
- Bethanii Padu, Economic Development Coordinator
- Walter F. Garigliano, Agency General Counsel

The following resolution was duly offered by _____, and seconded by _____, to wit:

Resolution No. __ - 23

RESOLUTION EXTENDING THE SALES TAX ABATEMENT PERIOD FOR THE MOUNTAIN KOSHER FOOD CORP. (“MOUNTAIN KOSHER”) AND 286 EB LLC (“286 EB” AND TOGETHER WITH MOUNTAIN KOSHER, THE “COMPANY”) PROJECT FROM JULY 1, 2023 THROUGH AND INCLUDING DECEMBER 31, 2023

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York ("State"), as amended, and Chapter 560 of the Laws of 1970 of the State, as amended and codified as Section 960 of the General Municipal Law (collectively, the “Act”), the Agency was created with the authority and power to own, lease and sell property as authorized by the Act; and

WHEREAS, on or about December 14, 2022, the Agency closed a lease/leaseback transaction with the Company consisting of (i) construction and equipping of an approximately 27,0000 +/- square foot building to include a supermarket and accessory warehousing space (“Building”) situate on one (1) parcel of real estate containing approximately 4.80 acres of land located at 286 East Broadway, Village of Monticello (“Village”), Town of Thompson (“Town”), County of Sullivan (“County”), State and identified on the Town tax map as Section 113, Block 4, Lot 3 (“Land”); (ii) construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iii) construction of improvements to the Building, the Land and the Equipment (collectively, the Building, the Land and the Equipment are referred to as the “Project”); and (iv) lease of the Project from the Agency to the Company; and

WHEREAS, on or about December 14, 2022, the Agency and the Company entered into an Agent and Project Agreement pursuant to which the Agency designated the Company as agent of the Agency; and

WHEREAS, contemporaneously with the execution of the Agent and Project Agreement, the Agency delivered to the Company a Sales Tax Exemption Letter, which letter will expire; and

WHEREAS, on or about June 5, 2023, the Company requested that the sales tax abatement period be extended for another six (6) months from July 1, 2023 to December 31, 2023 to allow the Company to continue the construction of the Project.

NOW, THEREFORE, BE IT RESOLVED, that the sales tax abatement period for the Project be, and hereby is, extended from July 1, 2023 through and including December 31, 2023.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Suzanne Loughlin	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Edward T. Sykes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Carol Roig	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Howard Siegel	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Scott Smith	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Paul Guenther	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Sean Brooks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Philip Vallone	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Kathleen Lara	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

The resolutions were thereupon duly adopted.

Methodology for the 3 projects that have not interconnected:

- Inputs are entered into the published assessment model to produce the cash flow stream for 25 years
- The model calculates the year 1 assessment value using the project inputs, the discount rate and assumptions built into the model, and the tax load for the project
- The assessment value for years 2 to 15 is calculated by doing the same calculation using the remaining years of cash flows. For example, the assessment value in year 15 uses the cash flows in years 15 to 25.
- Using the calculated assessment values for years 1 to 15, the estimated tax payments are calculated using the tax load for the project.
- The estimated tax payments are then used to calculate an equivalent, flat PILOT payment for the 15 years

Request for PILOT adjustment:

- Adjust the PILOT downward by 50% of the difference between the current PILOT and the result of the methodology described above. DRS sees this as a fair compromise that values the certainty of the PILOT but also credits the new model. Since these projects are VDER as opposed to NEM, we would ask the adjustment not be subject to change.