

RESOLUTION

A regular meeting of the County of Sullivan Industrial Development Agency (“Agency”) was convened on December 11, 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 Edward T. Sykes, and seconded by Scott Smith, to wit:

Resolution No. 51 - 23

RESOLUTION AUTHORIZING THE AMENDMENT OF THE VERIA LIFESTYLE INC. (“COMPANY”) INFRASTRUCTURE PILOT (AS HEREINAFTER DEFINED) AND THE WELLNESS CENTER PILOT (AS HEREINAFTER DEFINED) AND AUTHORIZING (A) THE AGENCY TO CONTINUE TO SECURE FUTURE PILOT PAYMENTS BY A PILOT ESCROW ACCOUNT; AND (B) REQUIRING THE COMPANY TO EXECUTE A MORTGAGE TO FURTHER SECURE FUTURE PILOT PAYMENTS DUE UNDER THE INFRASTRUCTURE PILOT AND WELLNESS CENTER PILOT

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, on or about June 23, 2011, KUTSHER'S REALTY CO., INC., a New York corporation ("Kutsher's Realty"), KS REALTY HOLDING LLC, a New York limited liability company ("KS Realty"), MILTON KUTSHER ASSOCIATES, a New York partnership ("Kutsher Associates"), CAMP ANAWANA, INC., a New York corporation ("Camp Anawana") and CRYSTAL WATER SUPPLY COMPANY, INC., a New York corporation ("Crystal Water" and together with Kutsher's Realty, KS Realty, Kutsher Associates and Camp Anawana, the "Kutsher Entities") and CONGREGATION ICHED ANASH ("Congregation") executed a Post-Closing Agreement ("Congregation Post Closing Agreement") pursuant to which the parties agreed to a land swap to transfer land to the Congregation owned by one of the Kutsher Entities which is improved by bungalows used by KS Realty and are now a part of the Congregation's camp. In return, the Congregation agreed to transfer certain land to one of the Kutsher Entities which transfer will now be to the Company; and

WHEREAS, the Company submitted an application to the Agency on September 25, 2013 ("2013 Application"), requesting that the Agency undertake a certain project in one or more phases, (the "Master Development Project") for the benefit of the Company consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 22 parcels of land containing in the aggregate approximately 1,310 acres located in the Town of Thompson ("Town"), Sullivan County ("County"), State, which comprise what was formerly known as Kutsher's Country Club, Camp Anawana, Camp Sherwood, Old Liberty Road Sewer Treatment Plant, Fair Hills Bungalow Colony and Kutsher's Country Club Golf Course, all as more particularly identified in the MDAA (collectively, the "2013 Land") and the existing building, buildings, structure or structures located thereon (collectively, the "Existing Improvements"), (ii) the demolition of certain of the Existing Improvements (the "Building Improvements"), (iii) the construction, reconstruction, renovation and/or repair of sewer, water and other infrastructure to address deferred maintenance and to ready the 2013 Land for development (the "Infrastructure Improvements"), and (iv) the acquisition and installation by the Company in and around the Existing Improvements, the Building Improvements and the Infrastructure Improvements of certain items of equipment and other tangible personal property (the "2013 Project" or "Infrastructure Project"); and

WHEREAS, on or about November 11, 2013, the Agency and the Company entered into a Master Development and Agent Agreement ("MDAA") authorizing the Company to proceed with certain work limited in scope to soil erosion and sediment control, clearing and grubbing, earthwork, construction of new roads and improvements and enhancements to existing roads, constructed wetlands, landscaping, sanitary sewer, water, storm sewer, electric power, telephone service, cable tv, internet connectivity, demolition of existing structures, and all other related facility, equipment, improvements and infrastructure costs as set forth in the 2013 Application; and

WHEREAS, on or about November 11, 2013, contemporaneously with the execution of the MDAA, the Agency and the Company entered into the following:

1. Lease to Agency;
 2. Leaseback to Company ("2013 Leaseback Agreement"); and
 3. Payment in Lieu of Tax Agreement ("2013 PILOT" or "Infrastructure PILOT")
- Items 1-3 are collectively referred to as the ("2013 Transaction Documents"); and

WHEREAS, reference is made to the Contract of Sale (“Original Contract”), entered into as of May 31, 2013, by and among KUTSHER’S, INC., KUTSHER’S COUNTRY CLUB CORP., KUTSHER’S REALTY CO., INC., KS REALTY HOLDING LLC, CAMP ANAWANA, INC., DUTCH POND LLC, MILTON KUTSHER ASSOCIATES, and THE ESTATE OF HELEN KUTSHER (“Sellers”) and EAGLE VIEW INVESTMENTS LIMITED (“Purchaser”) and the First Amended and Restated Contract of Sale, effective August 2, 2013, by and among Sellers, Mark Kutsher, residing at 38 Duke Drive, Lake Worth, Florida 33460, in his capacity as Executor of the Estate of Helen Kutsher and Mark S. Kutsher, in his capacity as Successor Executor of the Estate of Milton Kutsher (each a “Seller” and collectively, the “Sellers”) and Purchaser (“First Amendment”), which Original Contract and First Amendment were assigned by Purchaser to the Company, by Assignment of Contract and First Amended and Restated Contract, dated November 12, 2013, and the Second Amended and Restated Contract of Sale, effective as of October 10, 2013, by and among the Sellers, Old Liberty Road Sewerage Co., Inc., a New York Transportation corporation and Purchaser (“Second Amendment” and together with the Original Contract and the First Amendment, the “Contract of Sale”), which Second Amendment was assigned by Purchaser to the Company, by Assignment of Second Amended and Restated Contract, dated November 27, 2013; and

WHEREAS, effective November 22, 2013, the Seller and the Company entered into a Third Amended and Restated Contract of Sale (Post-Closing Agreement) (“Veria Post Closing Agreement”); and

WHEREAS, according to the Veria Post Closing Agreement, the Company agreed to transfer the swap land to the Congregation; and

WHEREAS, on August 25, 2015, the Company presented an application to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of the (a) 131 room wellness center resort with amenities including, but not limited to diagnostic, holistic treatment, educational components and various exercise facilities (“Building”); (b) an 18 hole championship golf course; (c) an indoor swimming pool; and (d) a museum celebrating natural wellness, nature cure and Ayurveda practices on currently vacant parcels comprising 391 acres and identified on the Town tax map as Section 9, Block 1, Lots 1.1, 1.2 and 7 (“Wellness Center Land”) located along Anawana Lake Road in the County, State; (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery and equipment (“Equipment”); (iii) construction of improvements to the Building, the Wellness Center Land and the Equipment (collectively, the Building, the Wellness Center Land and the Equipment are referred to as the “Wellness Center Project”); and (iv) lease of the Wellness Center Project from the Agency to the Company; and

WHEREAS, on or about April 1, 2016, the Agency and the Company entered into the following:

4. Agent and Project Agreement;
5. Lease to Agency and memorandum thereto;
6. Leaseback to Company and memorandum thereto (“Wellness Center Leaseback”);

and

7. Payment in Lieu of Tax Agreement (“Wellness Center PILOT”);
- Items 4-7 are collectively referred to as the (“2016 Transaction Documents”); and

WHEREAS, contemporaneously with the 2016 Transaction Documents, the Agency and the Company entered into an Omnibus Amendment of the 2013 Transaction Documents to amend the project description to remove the Wellness Center Land from the project description; to proportionally reduce the annual rent as contemplated by Section 2.6 of the 2013 Leaseback Agreement and reduce the TVSP as established in Section 1.3(a) of the 2013 PILOT Agreement, the same to be effective as of the Effective Date of the 2016 Transaction Documents; and

WHEREAS, the Veria Post Closing Agreement reads in part:

“On the Closing Date, title to the 4.39-acre parcel (as a portion of Section 6, Block 1, Lot 16) was transferred to Purchaser.

Sellers shall be fully responsible, at their sole cost and expense, to finalize the property exchange, which shall occur prior to June 15, 2014, and effect the transfer of the 1.44-acre parcel to Purchaser, either by way of a deed from The Congregation to Purchaser or by transfer of said 1.44-acre parcel to Purchaser after it is first transferred to CA, Inc., by The Congregation. All obligations of KS Realty, MK Associates and CA, Inc. pursuant to The Congregation Post-Closing Agreement shall remain with Sellers. Purchaser shall have no obligation with respect to the property exchange except to execute an appropriate deed and recording forms to transfer title to the 4.39-acre parcel to The Congregation.”

; and

WHEREAS, the 4.39-acre parcel to be transferred by the Company to the Congregation (the “4.39-Acre Land Swap Parcel”) was included in the 2013 Transaction Documents but subsequently released from the 2013 Transaction Documents at the time of closing on the Wellness Center Project, and the 4.39-Acre Land Swap Parcel was thereafter included in the Wellness Center Land and subject to the 2016 Transaction Documents; and

WHEREAS, on or about November 25, 2020, the Agency and the Company executed and delivered a Land Exchange Omnibus Amendment (“Omnibus Amendment”) to terminate the Agency’s leasehold interest in the 4.39-Acre Land Swap Parcel; and

WHEREAS, on February 26, 2021, by Bargain and Sale Deed recorded in the Office of the Clerk of the County of Sullivan on March 9, 2021 as Instrument No. 2021-2463, the 4.39-Acre Land Swap Parcel was transferred by the Company to the Congregation; and

WHEREAS, the 1.44-acre parcel transferred by the Congregation to the Company (the “1.44-Acre Land Swap Parcel”) by Bargain and Sale Deed, dated February 26, 2021, recorded in the Office of the Clerk of the County of Sullivan on February 26, 2021 as Instrument No. 2021-2116, was consolidated with adjoining tax lot Section 6, Block 1, Lot 16 after the transfer to the Company to satisfy a Thompson Planning Board condition of approval. The 1.44-Acre Land Swap Parcel was thereafter subject to the 2013 Transaction Documents; and

WHEREAS, the Omnibus Amendment created a leasehold interest in the 1.44-Acre Land Swap Parcel transferred by the Congregation to the Company and this property is part of the Land subject to the 2013 Transaction Documents; and

WHEREAS, Article III, Section 3(a), of the Wellness Center PILOT established employment goals for the Wellness Center Project pursuant to which the Company agreed to employ not less than one hundred fifty (150) full-time equivalent employees (“FTEs”) at the Facility; and

WHEREAS, by letter dated February 26, 2020, the Company requested the Agency suspend employment goals for the Wellness Center Project; and

WHEREAS, Chairman Steingart appointed IDA members Paul Guenther and Joseph Perrello to gather information related to the Wellness Center Project and make a recommendation to the Board in response to the Company’s request; and

WHEREAS, based on the findings set forth in Resolution 21-20 the Agency authorized execution of a First Amendment to Payment In Lieu of Taxation Agreement, Wellness Center Project (“First Amendment to Wellness Center Project”); and

WHEREAS, the First Amendment to Wellness Center Project, effective as of April 13, 2020, suspended employment goals for the two employment years October 1, 2019 to September 30, 2020 and October 1, 2020 to September 30, 2021; and

WHEREAS, Article IX of the Wellness Center PILOT reads as follows:

- “9. Security for Company’s Obligation. The Company shall procure, for the benefit of the Agency, an irrevocable, unconditional letter of credit in form and substance acceptable to the Agency to secure the performance by the Company of its financial obligations under this PILOT Agreement for all PILOT Payment dates from Year 1 through Year 16. The Company shall deliver to the Agency a letter of credit in an amount equal to 110% of the Agency’s estimate of the Year 1 PILOT Payment on or before the February 1 immediately following the anticipated Year 1 PILOT Payment date with a term to expire not earlier than the following February 28. On each February 1st thereafter that this PILOT Agreement is in effect, the Company shall deliver to the Agency a renewal or replacement letter of credit in form and substance acceptable to the Agency in an amount of not less than 110% of the PILOT Payment which is due as of such date. The replacement or renewal letter of credit shall not expire prior to February 28th of the following year.”

; and

WHEREAS, the Company has been unable to obtain the Letter of Credit contemplated by Article IX of the Wellness Center PILOT; and

WHEREAS, the Agency established an escrow account to be funded by the Company on a monthly basis (“PILOT Escrow Account”) as security for future PILOT payments in lieu of the Letter of Credit; and

WHEREAS, the PILOT Escrow Account secures the obligations of the Company under the Infrastructure PILOT, 2013 Leaseback Agreement, the Wellness Center PILOT and the Wellness Center Leaseback; and

WHEREAS, the Company has been habitually late in making required deposits to the PILOT Escrow Account; and

WHEREAS, by Summons and Complaint dated January 25, 2022, with the caption:
Canara Bank, New York Branch, in its Capacity as a Lender,
Facility Agent and Security Agent and UNION BANK OF
INDIA (UK) LIMITED, as a Lender,

Plaintiffs,

-against-

VERIA LIFESTYLE, INC., YO1 CENTER, YO1 LUXURY
NATURE CURE, COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY, SABHASH CHANDRA, VERIA
LIFESTYLE CAPITAL, LLC, NATURAL WELLNESS UK
LIMITED, FELLENER ENGINEERING, LLP, E. TETZ &
SONS INC., NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE, SULLIVAN INFRA WEST,
INC., JOHN DOE NO. 1 TO JOHN DOE NO. 50, inclusive, the
last fifty names being fictitious and unknown to plaintiffs, the
persons or parties intended being the tenants, occupants, persons
or corporations, if any having or claiming an interest in or lien
upon the premises described in the complaint,

Defendants.

Canara Bank and Union Bank of India (UK) Limited commenced foreclosure proceedings (“Canara Bank Foreclosure Action”) alleging, among other defaults, a default in payment of amounts required by the Note secured by the Mortgage; and

WHEREAS, the Company has defended against the foreclosure of the mortgage; and

WHEREAS, the Agency is willing to forebear from enforcing the remedies available to the Agency due to the Company’s default in procuring a Letter of Credit only in the event the Company executes a PILOT Mortgage in favor of the Agency (A) to secure the obligations of the Company to the Agency under the Infrastructure PILOT, 2013 Leaseback Agreement, the Wellness Center PILOT and the Wellness Center Leaseback and the (B) 2013 Transaction Documents and the 2016 Transaction Documents and are amended to establish an immediate right for the Agency to terminate the 2013 Project and Wellness Center Project (i) in the event of a future late deposit to the PILOT Escrow Account or (ii) in the event a Judgment of Foreclosure and Sale is entered against the Company in the Canara Bank Foreclosure Action.

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

Section 1. The Agency and the Company shall enter into a Forbearance Agreement, pursuant to which the Agency shall agree to continue to forebear in enforcing its rights due to the default by the company in posting the Letter of Credit required by Article IX of the Wellness Center PILOT, which Forbearance Agreement shall contain all of the following conditions:

- A. The Company shall make deposits to the PILOT Escrow Account on the first (1st) day of each calendar month, **TIME BEING OF THE ESSENCE**. The

monthly deposit shall be equal to one-twelfth (1/12th) of one hundred ten (110%) percent of the aggregate prior year obligations of the Company under the Infrastructure PILOT, the 2013 Leaseback Agreement, the Wellness Center PILOT and the Wellness Center Leaseback Agreement, including applicable employment penalties, if any. The current required monthly deposit to the PILOT Escrow Account is in the amount of Fifty Thousand One and 00/100 (\$50,001.00) Dollars. The Company shall file with the Agency not later than the fifteenth (15th) day of January, 2024 and on the fifteenth (15th) day of each month thereafter, a statement certified under oath setting forth the actual full-time equivalent employees employed at the Facility for the preceding month. The Agency may recalculate the required monthly deposit amount following the end of each calendar quarter and the Company shall pay such recalculated amount until such time as the Agency subsequently recalculates the monthly deposit amount. At the time the annual PILOT payment is calculated, any shortfall between the balance in the PILOT Escrow Account and the obligations the account secures shall be funded by the Company within ten (10) days of invoice **TIME BEING OF THE ESSENCE** (“Annual Shortfall”). If at the time the annual PILOT payment is calculated, any amount in the PILOT Escrow Account and in excess of the obligations it secures shall reduce the required amount due for the upcoming twelve (12) month period.

- B. As additional security for the obligations of the Company to the Agency, the Company shall execute a PILOT Mortgage. The PILOT Mortgage shall secure the obligations of the Company to the Agency under the 2013 Transaction Documents and the 2016 Transaction Documents including but not limited to the Company’s obligations under the Infrastructure PILOT, the 2013 Leaseback Agreement, the Wellness Center PILOT and the Wellness Center Leaseback Agreement.
- C. The Agency shall have the right but not the obligation to terminate the Infrastructure Project and the Wellness Center Project upon ten (10) days’ notice to the Company, in the event of either of the following:
 - (i) The failure to timely make a required monthly deposit in the PILOT Escrow Account **TIME BEING OF THE ESSENCE**; or
 - (ii) The failure to timely pay an Annual Shortfall, **TIME BEING OF THE ESSENCE**.
- D. The Agency shall have the right but not the obligation to terminate the Infrastructure Project and the Wellness Center Project without notice and without a right for the Company to cure a default, in the event of the entry of a Judgement of Foreclosure and Sale in the Canara Bank Foreclosure Action.

- Section 2. The Company shall pay an administrative fee to the Agency in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars to defray the Agency's costs associated with implementing the Forbearance Agreement and notifying the applicable taxing jurisdictions of the Forbearance Agreement which for purposes of the taxing jurisdictions, shall be treated as an amendment to the terms of the Infrastructure PILOT and the Wellness Center PILOT.
- Section 3. The Company shall pay all of the Agency's professional fees related to:
- (i) the request by the Company to continue to waive the Agency's rights to enforce the Agency's remedies due to the Company's default in procuring a letter of credit;
 - (ii) preparation of this Resolution and the documents and notices necessary to implement the intent of this Resolution; and
 - (iii) all past and future professional fees of the Agency associated with or incurred as a result of the Canara Bank Foreclosure Action.
- Section 4. The Company authorizes the Agency to apply the funds held in escrow by the Agency to satisfy the Company's obligations under Section 2 and Section 3 hereof.
- Section 5. The Agency's Chairperson and Executive Director, either acting individually, is hereby authorized and directed to execute a PILOT Mortgage in favor of the Agency.
- Section 6. 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 and 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 executed for and on behalf of the Agency.
- Section 7. It is hereby found and determined that all formal actions of the Agency concerning and relating to the adoption of this resolution were adopted in an open meeting of the Agency; and that all deliberations of the Agency and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.
- Section 8. The Executive Director or Counsel to the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company; and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.
- Section 9. This resolution 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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Edward T. Sykes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Carol Roig	<input checked="" 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 checked="" type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Scott Smith	<input checked="" 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 checked="" type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Sean Brooks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Philip Vallone	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Kathleen Lara	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> 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:

- 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.
- Such resolution was passed at a meeting of the Agency duly convened in public session on December 11, 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	[<input checked="" type="checkbox"/>]	[]
Edward T. Sykes	[<input checked="" type="checkbox"/>]	[]
Carol Roig	[<input checked="" type="checkbox"/>]	[]
Howard Siegel	[]	[<input checked="" type="checkbox"/>]
Scott Smith	[<input checked="" type="checkbox"/>]	[]
Paul Guenther	[]	[<input checked="" type="checkbox"/>]
Sean Brooks	[]	[<input checked="" type="checkbox"/>]
Philip Vallone	[]	[<input checked="" type="checkbox"/>]
Kathleen Lara	[<input checked="" type="checkbox"/>]	[]

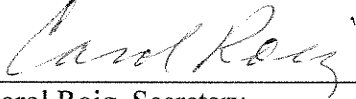
- The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Suzanne Loughlin	[<input checked="" type="checkbox"/>] Yes	[] No	[] Absent	[] Abstain
Edward T. Sykes	[<input checked="" type="checkbox"/>] Yes	[] No	[] Absent	[] Abstain
Carol Roig	[<input checked="" type="checkbox"/>] Yes	[] No	[] Absent	[] Abstain
Howard Siegel	[] Yes	[] No	[<input checked="" type="checkbox"/>] Absent	[] Abstain
Scott Smith	[<input checked="" type="checkbox"/>] Yes	[] No	[] Absent	[] Abstain
Paul Guenther	[] Yes	[] No	[<input checked="" type="checkbox"/>] Absent	[] Abstain
Sean Brooks	[] Yes	[] No	[<input checked="" type="checkbox"/>] Absent	[] Abstain
Philip Vallone	[] Yes	[] No	[<input checked="" type="checkbox"/>] Absent	[] Abstain
Kathleen Lara	[<input checked="" type="checkbox"/>] 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 11th day of December, 2023.



Carol Roig, Secretary