

**MINUTES**  
**COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY**  
**April 22, 2021**  
**Virtually Recorded Open Conference Call**  
**Oswego County, NY**

**PRESENT:** Canale, Schick, Sorbello, Stahl, Toth and Trimble

**Absent/Excused:** Kells

**Also Present:** Kevin C. Caraccioli, Dan Csaplar, Kevin LaMontagne, L. Michael Treadwell, David Turner, Austin Wheelock, Bob Wilmott and Teresa Woolson

Chair Toth convened the meeting at 10:03 a.m. and welcomed the Board, staff and guests.

**MINUTES**

On a motion by Mr. Sorbello, seconded by Mr. Canale, the minutes of March 26, 2021 were approved.

**NOTICE OF MEETING**

Meeting notices were posted at the Oswego County Building, the IDA Office Building and on the IDA website. A notice was published in The Palladium Times on April 8, 2021.

**Treasurer's Report**

On a motion by Mr. Schick, seconded by Mr. Stahl, the Financial Statements for the period ended February 28, 2021, were approved.

**1313 County Route 41, LLC**

Dan Csaplar reported that a new entity has been formed for each of their community solar projects in the Town of Richland. Mr. LaMontagne reported that the projects have not yet closed. Mr. Caraccioli noted that this is typical of some solar projects and that this project seeking approval before closing is appreciated. On a motion by Mr. Toth, seconded by Mr. Trimble, a resolution consenting to an assignment of project ownership for the 1313 County Route 41, LLC project to Omni Richland South Solar, LLC was approved. A copy of the Resolution is attached and made an official part of the minutes.

**1388 County Route 41, LLC**

On a motion by Mr. Schick, seconded by Mr. Stahl, a resolution consenting to an assignment of project ownership for the 1388 County Route 41, LLC project to Omni Richland North Solar, LLC was approved. A copy of the Resolution is attached and made an official part of the minutes.

**OCIP Expansion**

Mr. Caraccioli reported that the down-payment has been made and survey work is underway. An Abstract of Title has been ordered and the closing date is anticipated by the end of May, 2021.

**CNY Crops**

Mr. Caraccioli reported that Fred Allen of CNY Crops has requested to continue farming on a portion of the property to be acquired and to begin farming on other areas of the property. A lease arrangement would help defray COIDA costs, typically around \$11-12,000 per year. Lease would be a 5-year term with the option to break at any time. Following discussion, on a motion by Mr. Canale, seconded by Mr. Stahl, Mr. Caraccioli and Agency Staff were authorization to negotiate and enter into a lease arrangement with CNY Crops. Mr. Schick abstained.

**Waste Water Treatment Facility and Conveyance Project**

Mr. Turner reported on the partnership with the Town of Schroepfel, Village of Phoenix, County of Oswego and the COIDA for the Waste Water Treatment Facility and Conveyance Project. Following a discussion, on a motion by Mr. Canale, seconded by Mr. Stahl, authorization for Counsel and CEO to enter into an Inter-Municipal Agreement and allocate up to \$1 million from the PILOT EDF Fund was approved.

**C&S Engineering Professional Services Agreement**

On a motion by Mr. Canale, seconded by Mr. Stahl, it was approved to enter into a Professional Services Agreement with C&S Engineers, for work associated with helping with applications for funding for the Waste Water Treatment Facility and Conveyance Project, with the County of Oswego approval to reimburse 50% of the total \$17,500 contract.

**SSC Oswego II, LLC**

Mr. LaMontagne provided an overview of the solar project for the City of Oswego. On a motion by Mr. Sorbello, seconded by Mr. Canale, a resolution classifying a certain project as a Type 1 Action pursuant to the State Environmental Quality Review Act and determining that the project will not have as significant effect on the environment, was approved. The SEQRA Resolution is attached.

On a motion by Mr. Schick, seconded by Mr. Trimble, a resolution authorizing the undertaking of the acquisition, construction, installation, equipping and completion of a certain project; appointing SSC Oswego II, LLC as Agent of the Agency for the purpose of the acquisition, construction, installation, equipping and completion of the project; approving certain financial assistance; and authorizing the execution and delivery of an agreement between the Agency and the Company, was approved. A copy of the Inducement Resolution is attached.

On a motion by Mr. Stahl, seconded by Mr. Schick, a resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with a certain project undertaken at the request of the company, was approved. A copy of the PILOT Resolution is attached.

On a motion by Mr. Toth, seconded by Mr. Sorbello, a resolution authorizing the execution and delivery of certain documents by the Agency in connection with a project undertaken at the request of the Company, was approved. A copy of the Final Approving Resolution is attached.

**Altmar Genesee, LLC/Tailwater Lodge**

Mr. Treadwell reported on the 4<sup>th</sup> major project for the company in the Town of Albion. This expansion includes a 25,000 sf addition for 21 new suites. Mr. LaMontagne provided feedback received from a resident via e-mail and a review of the public hearing held on April 15, 2021. He noted the PILOT would be a stacked PILOT, abatement would apply only to an assessed value over the current assessment of \$6 million.

On a motion by Mr. Stahl, seconded by Mr. Canale, a resolution classifying a certain project as an unlisted action pursuant to the State Environmental Quality Review Act and Determining that the Project will not have a significant effect on the environment. A copy of the SEQRA Resolution is attached.

On a motion by Mr. Sorbello, seconded by Mr. Toth, a resolution authorizing the undertaking of the acquisition, construction, equipping and completion of a certain project, appointing Altmar Genesee LLC as Agent of the Agency for the purpose of the acquisition, construction, equipping and completion of the project; approving certain financial assistance and authorizing the execution and delivery of an agreement between the Agency and the Company. A copy of the Inducement Resolution is attached.

On a motion by Mr. Canale, seconded by Mr. Schick, resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with a certain project undertaken at the request of the company, was approved. A copy of the PILOT Resolution is attached.

On a motion by Mr. Schick, seconded by Mr. Trimble, a resolution authorizing the execution and delivery of certain documents by the Agency in connection with a project undertaken at the request of the Company, was approved. A copy of the Final Approving Resolution is attached.

**Camelot Lodge, LLC (YMCA Project)**

Mr. LaMontagne reported on this expansion project to include a portion of the pool building property recently acquired to construct 6 townhouse apartments. The scope of the project is expanded to include the property purchase, demolition and re-construction. The original project has been delayed. The project closed two years ago but has not been finished or reassessed, resulting in limited PILOT benefits to date. Request includes a re-wrap to a 10-year UTEP standard policy. The City of Oswego is lead agency for the SEQRA with a Negative Declaration. On a motion by Mr. Canale, seconded by Mr. Trimble, a resolution classifying a certain project as an unlisted action pursuant to the State Environmental Quality Review Act and determining that the project will not have a significant effect on the environment. A copy of the SEQRA Resolution is attached.

On a motion by Mr. Sorbello, seconded by Mr. Stahl, a resolution undertaking the acquisition, renovation, installation, equipping and completion of a certain project, appointing Camelot Ledge LLC as Agent of the Agency for the purpose of the acquisition, renovation, installation, equipping and completion of the project; approving certain financial assistance; and authorizing the execution and delivery of an agreement between the Agency and the Company. A copy of the Inducement Resolution is attached.

On a motion by Mr. Canale, seconded by Mr. Schick, a resolution approving a payment in lieu of tax schedule and authorizing the execution and delivery of certain documents by the Agency in connection with a certain project undertaken at the request of the Company. A copy of the PILOT Resolution is attached.

On a motion by Mr. Schick, seconded by Mr. Toth, a resolution authorizing the execution and delivery of certain documents by the Agency in connection with a project undertaken at the request of the Company, is approved. A copy of the Final Approving Resolution is attached.

**Geo Hotel Co., Inc.**

Mr. Caraccioli reported receiving a request from the company seeking an extension of the Sales Tax Exemption. The original expiration of 6/30/20 was extended to 6/30/21 last year. Due to delays in the construction of the water park due to COVID and contractor issues, they are seeking extension to 6/30/22 with no increase in the amount. A copy of the ST-340 for 2020 was received by the Agency. On a motion by Mr. Canale, seconded by Mr. Schick, a resolution authorizing the extension of the sales and use tax exemption for the Geo Hotel Co., Inc. and determining other matters in connection therewith, was approved. A copy of the Resolution is attached.

**Litatro, LLC**

Mr. Caraccioli reported that the company is negotiating with Verizon Wireless to locate a Cell Tower on top of their building. The COIDA is on the title of the property with the Lease for the PILOT Agreement. Therefore, the COIDA needs to consent to this action. Mr. Caraccioli reviewed a draft agreement and requesting non-recourse language be added to the agreement. He recommended approval, disclosing that he represents Mr. Avery. On a motion by Mr. Toth, seconded by Mr. Sorbello, consent was approved.

**22 Crossroads, LLC**

Mr. Caraccioli reported that Ed Alberts purchased the old Stoney's Auto Parts building and demolished it for use as a parking lot. Private parking lots are not allowed in that portion of the City. The City Zoning could label the parking lot as accessory use if it was titled to 22 Crossroads, LLC. The portion for the parking lot would remain fully-taxable.

**Peck Road Parcel**

Mr. Wheelock reported being approached by the Town of Richland inquiring about the Peck Road Parcel and the town acquiring it for a new Highway Barn. The parcel is 14 acres adjacent to the County Highway Barn and Fulton Companies. It was noted that this is the only industrial site the COIDA has in the Town of Richland area. Property was acquired from the County for \$25,000 for Fulton Companies' possible expansion. The site has had interest in the past and the COIDA has invested up to \$50,000 for comprehensive site profile and maintenance on the property. Mr. Wheelock is searching to identify additional sites for the Town and/or for the COIDA. Mr. Toth requested that Mr. Wheelock continue to discuss this with the Town and research alternatives.

**Agency Bank Accounts**

Following discussion, on a motion by Mr. Schick, seconded by Mr. Canale, a Banking Resolution to add the CFO to the Bank Accounts was approved. A copy of the Resolution is attached.

**EXECUTIVE SESSION**

On a motion by Mr. Trimble, seconded by Mr. Schick, it was approved to go into Executive Session to discuss the financial history of a particular person or company and discuss pending or threatening litigation at 12:42 p.m.

On a motion by Mr. Canale, seconded by Mr. Trimble, it was approved to exit Executive Session at 1:07 p.m.

**Camelot Lodge, LLC – Oswego YMCA Project**

Following discussion in executive session, on a motion by Mr. Canale, seconded by Mr. Schick, a \$200,000 PILOT EDF Lease was approved.

**Delinquent Loan Report**

Following review of the report in Executive Session, on a motion by Mr. Toth, seconded by Mr. Schick, the Delinquent Loan Report was approved.

**Doty Contracting, LLC**

Following discussion in Executive Session, on a motion by Mr. Schick, seconded by Mr. Canale, it was approved to release one truck, held as collateral for this project.

**Next Meeting**

May 20, 2021 at 9:00 a.m. was scheduled. Meeting would be in person if a location can be secured.

**Adjournment**

On a motion by Mr. Toth, seconded by Mr. Canale, the meeting was adjourned at 1:15 p.m.

Respectfully Submitted,

H. Leonard Schick  
Secretary

**RESOLUTION CONSENTING TO AN ASSIGNMENT OF PROJECT OWNERSHIP**

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tim Stahl

**ALSO PRESENT:** Kevin C. Caraccioli, Dan Csaplar, Kevin LaMontagne, L. Michael Treadwell, Dave Turner, Austin Wheelock, Bob Wilmot and Teresa Woolson

The following resolution was duly offered and seconded:

**RESOLUTION APPROVING AN ASSIGNMENT OF PROJECT OWNERSHIP TO OMNI RICHLAND SOUTH SOLAR, LLC (THE “COMPANY”) IN CONNECTION WITH FINANCIAL ASSISTANCE PROVIDED FOR A PROJECT**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, 1313 County Route 41, LLC, a New York limited liability company, or an entity formed or to be formed by it or on its behalf (the “**Company**”), submitted an application to the Agency on or about September 1, 2020 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of an approximately 182.48 acre parcel of real property located at 1313-1388 County Route 41 (tax map no. 085.00-01-07) in the Town of Richland, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 26 acre solar power electric generating photo-voltaic system, including, but not limited, to single-axis tracking solar panel modules, racking systems, transformers, switchboards, equipment pads for transformers, string wiring, electric poles and other electrical and mechanical components, energy storage system and a gravel access road (the “**Facility**”); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (as hereinafter defined) (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, in connection with the Project, the Agency adopted an Initial Resolution on September 30, 2020 and conducted the public hearing on October 22, 2020; and

**WHEREAS**, the Agency adopted a SEQRA Resolution, an Inducement Resolution, a PILOT Resolution and a Final Approving Resolution authorizing the Project at its October 27, 2020 meeting (collectively, the “**Approving Resolutions**”); and

**WHEREAS**, the Agency and the Company have not closed on the lease transaction associated with the Project; and

**WHEREAS**, at the time the Company submitted the Application and at the time the Agency adopted the Approving Resolutions, the Company’s sole member was Omni Navitas Holdings, LLC (the “**Membership Owner**”); and

**WHEREAS**, on or about April 7, 2021, the Agency received notice that pursuant to an Assignment of Project Rights, dated March 11, 2021, between the Membership Owner and Omni Richland South Solar, LLC (the “**New Membership Owner**”), the Membership Owner had transferred, conveyed, assigned, and set over from the Membership Owner to the New Membership Owner, all of Membership Owner’s development rights, title and interest in to or in any way relating to the Project; and

**WHEREAS**, the New Membership Owner has submitted and the Agency has reviewed the organizational documents of the New Membership Owner and the New Membership Owner has answered the Agency’s questions regarding the New Membership Owner and the impact of

the assignment of Project ownership on the Project and the Financial Assistance previously granted by the Agency to the Company; and

**WHEREAS**, in light of the assignment of Project ownership, the Agency desires to ratify the Approving Resolutions, including its approving of the Project and to approve a grant of the Financial Assistance to the Company; and

**WHEREAS**, the assignment of Project ownership is not material, will not result in any additional environmental impacts that were not addressed as part of the SEQRA determination, and does not require that the Agency alter or amend its prior negative declaration for the Project, which is hereby ratified and reaffirmed.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency as follows:

**Section 1.** Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project constitutes a “project” within the meaning of the Act; and

(B) The assignment of Project ownership does not constitute a significant change from the original Project that was reviewed under SEQRA Resolution and therefore no further or additional review under SEQRA is required; and

(C) The assignment of Project ownership is not a material change and does not require a change in the Financial Assistance previously approved by the Agency.

**Section 2.** The Agency hereby ratifies the Approving Resolutions and reaffirms the approval of the grant of the Financial Assistance to the Company.

**Section 3.** A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 4.** The Chief Executive Officer and the (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 5.** This Resolution shall take effect immediately.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				

Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.



STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)

**RESOLUTION CONSENTING TO AN ASSIGNMENT OF PROJECT OWNERSHIP**

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Dan Csaplar, Kevin LaMontagne, L. Michael Treadwell, Dave Turner, Austin Wheelock, Bob Wilmot and Teresa Woolson

The following resolution was duly offered and seconded:

**RESOLUTION APPROVING AN ASSIGNMENT OF PROJECT OWNERSHIP TO OMNI RICHLAND NORTH SOLAR, LLC (THE “COMPANY”) IN CONNECTION WITH FINANCIAL ASSISTANCE PROVIDED FOR A PROJECT**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, 1388 County Route 41, LLC, a New York limited liability company, or an entity formed or to be formed by it or on its behalf (the “**Company**”), submitted an application to the Agency on or about September 1, 2020 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i)the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of an approximately 182.48 acre parcel of real property located at 1313-1388 County Route 41 (tax map no. 085.00-01-07) in the Town of Richland, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 26 acre solar power electric generating photo-voltaic system, including, but not limited, to single-axis tracking solar panel modules, racking systems, transformers, switchboards, equipment pads for transformers, string wiring, electric poles and other electrical and mechanical components, energy storage system and a gravel access road (the “**Facility**”) (known as Richland Solar Farm - North); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (as hereinafter defined) (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, in connection with the Project, the Agency adopted an Initial Resolution on September 30, 2020 and conducted the public hearing on October 22, 2020; and

**WHEREAS**, the Agency adopted a SEQRA Resolution, an Inducement Resolution, a PILOT Resolution and a Final Approving Resolution authorizing the Project at its October 27, 2020 meeting (collectively, the “**Approving Resolutions**”); and

**WHEREAS**, the Agency and the Company have not closed on the lease transaction associated with the Project; and

**WHEREAS**, at the time the Company submitted the Application and at the time the Agency adopted the Approving Resolutions, the Company’s sole member was Omni Navitas Holdings, LLC (the “**Membership Owner**”); and

**WHEREAS**, on or about April 7, 2021, the Agency received notice that, pursuant to an Assignment of Project Rights, dated March 11, 2021, between the Membership Owner and Omni Richland North Solar, LLC (the “**New Membership Owner**”), the Membership Owner had transferred, conveyed, assigned, and set over from the Membership Owner to the New Membership Owner, all of Membership Owner’s development rights, title and interest in to or in any way relating to the Project; and

**WHEREAS**, the New Membership Owner has submitted and the Agency has reviewed the organizational documents of the New Membership Owner and the New Membership Owner has answered the Agency’s questions regarding the New Membership Owner and the impact of

the assignment of Project ownership on the Project and the Financial Assistance previously granted by the Agency to the Company; and

**WHEREAS**, in light of the assignment of Project ownership, the Agency desires to ratify the Approving Resolutions, including its approving of the Project and to approve a grant of the Financial Assistance to the Company; and

**WHEREAS**, the assignment of Project ownership is not material, will not result in any additional environmental impacts that were not addressed as part of the SEQRA determination, and does not require that the Agency alter or amend its prior negative declaration for the Project, which is hereby ratified and reaffirmed.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency as follows:

**Section 1.** Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

(A) The Project constitutes a “project” within the meaning of the Act; and

(B) The assignment of Project ownership does not constitute a significant change from the original Project that was reviewed under SEQRA Resolution and therefore no further or additional review under SEQRA is required; and

(C) The assignment of Project ownership is not a material change and does not require a change in the Financial Assistance previously approved by the Agency.

**Section 2.** The Agency hereby ratifies the Approving Resolutions and reaffirms the approval of the grant of the Financial Assistance to the Company.

**Section 3.** A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 4.** The Chief Executive Officer and the (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 5.** This Resolution shall take effect immediately.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				

Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The

resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)

## SEQRA RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DETERMINING THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, SSC Oswego II LLC, a Florida limited liability company, or an entity formed or to be formed by it or on its behalf (the “*Company*”), submitted an application to the Agency on or about March 16, 2021 (the “*Application*”), a copy of which is on file at the office of the Agency,

requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 46.39 acres of real property located on 300-400 Kocher Road and 1050 Rear East Seneca Street (tax map nos. 111.78-01-03 and 111.69-04-01.01, respectively) in the City of Oswego, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 24.5 acre solar farm, including, but not limited, to solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “**Facility**”); (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer tax and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, pursuant to SEQRA, the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency and the approval of the Project and grant of Financial Assistance constitute such an action; and

**WHEREAS**, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “**EAF**”), a copy of which is on file in the office of the Agency and is readily accessible to the public; and

**WHEREAS**, the City of Oswego Planning Board (“**Planning Board**”) previously classified the Project as a Type I action under SEQRA and acted as lead agency for the purpose of conducting a mandated coordinated environmental review of the Project; and

**WHEREAS**, after conducting a thorough review of the Project and its potential effects, the Planning Board determined that the Project would not result in any significant adverse environmental impacts and issued a negative declaration for the Project on March 2, 2021 (the “**Negative Declaration**”); and

**WHEREAS**, the Agency’s involvement in the Project was unknown or was not anticipated when the Planning Board performed the SEQRA review and issued the Negative Declaration for the Project; and

**WHEREAS**, had the Agency’s involvement been known at the time the Planning Board conducted its mandatory coordinated review of the Project, the Agency would have, as an involved agency, consented to the Planning Board’s lead agency status and been bound by the Negative Declaration that was issued for the Project; and



**WHEREAS**, the Project has not changed since the issuance of the Negative Declaration;  
and

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the third **WHEREAS** clause of this resolution;

(b) The Project constitutes a “Type I” action (as said quoted term is defined in SEQRA) as determined by the Planning Board;

(c) The Agency, in recognition of the fact that it would have been an involved agency and consented to the Planning Board’s lead agency status, hereby reaffirms, accepts and adopts the negative declaration that was issued by the Planning Board for the Project, attached hereto as **Exhibit “A”**, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

**Section 2.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 3.** This Resolution shall take effect immediately.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)

**EXHIBIT A**  
**NEGATIVE DECLARATION**

## INDUCEMENT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

**RESOLUTION AUTHORIZING THE  
UNDERTAKING OF THE ACQUISITION,  
CONSTRUCTION, INSTALLATION, EQUIPPING AND  
COMPLETION OF A CERTAIN PROJECT; APPOINTING  
SSC OSWEGO II LLC (THE "COMPANY") AS AGENT OF  
THE AGENCY FOR THE PURPOSE OF THE  
ACQUISITION, CONSTRUCTION, INSTALLATION,  
EQUIPPING AND COMPLETION OF THE PROJECT;  
APPROVING CERTAIN FINANCIAL ASSISTANCE; AND  
AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
AGREEMENT BETWEEN THE AGENCY AND THE  
COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the "**Agency**") is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, SSC Oswego II LLC, a Florida limited liability company, or an entity formed to be formed by it or on its behalf (the “**Company**”), submitted an application to the Agency on or about March 16, 2021 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 46.39 acres of real property located on 300-400 Kocher Road and 1050 Rear East Seneca Street (tax map nos. 111.78-01-03 and 111.69-04-01.01, respectively) in the City of Oswego, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 24.5 acre solar farm, including, but not limited, to solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “**Facility**”); (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer tax and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, the owners of the Land are George Krul and Andrew Krul, respectively, and the Company will be the operator of the Project Facility; and

**WHEREAS**, the Agency adopted a resolution on March 26, 2021 describing the Project, the Financial Assistance and authorizing a public hearing (the “**Initial Resolution**”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on April 4, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated April 6, 2021; and

**WHEREAS**, pursuant to SEQRA, the City of Oswego Planning Board (the “**Planning Board**”) classified the Project as a Type I action, conducted a coordinated environmental review of the Project, and issued a negative declaration for the Project on March 2, 2021; and

**WHEREAS**, the Agency’s involvement in the Project was not contemplated when the Planning Board performed the coordinated SEQRA review and issued the negative declaration for the Project; and

**WHEREAS**, on April 22, 2021, the Agency, in recognition of the fact that, had the Agency’s involvement in the Project been contemplated it would have been an involved agency and consented to the Planning Board’s lead agency status, affirmed and adopted the negative declaration issued by the Planning Board for the Project, thereby concluding the Agency’s obligations under SEQRA (the “**SEQRA Resolution**”); and

**WHEREAS**, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

**WHEREAS**, for purposes of exemption from New York State (the “*State*”) sales and use taxation as part of the Financial Assistance requested by the Company, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Oswego, County of Oswego; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) will induce the Company to undertake the Project which will serve the purposes of the Act by advancing the health, general prosperity and economic welfare of the people of the State;

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:

- A. Ratifies the findings in its Initial Resolution and SEQRA Resolution.
- B. The Project constitutes a “project” within the meaning of the Act.
- C. The granting of the Financial Assistance will be an inducement to the Company to develop the Project in the City of Oswego, County of Oswego. The Financial Assistance consists solely of exemptions from real estate transfer taxes, real property taxes and State and local sales and use tax.
- D. The commitment of the Agency to provide the Financial Assistance to the Company will enable the Company to acquire, construct, install, equip and complete the Project Facility.
- E. The acquisition, construction, installation, equipping and completion of the Project will promote employment opportunities, help prevent economic deterioration and advance the health, general prosperity and economic welfare of the people of the State.

- F. The acquisition of a controlling interest in the Project Facility by the Agency, the designation of the Company as the Agency's agent for the acquisition, construction, installation, equipping and completion of the Project and the granting of the Financial Assistance will be an inducement to the Company to acquire, construct, install, equip and complete the Project Facility in the City of Oswego, County of Oswego, and will serve the purposes of the Act by, among other things, advancing the general prosperity and economic welfare of the inhabitants of the County of Oswego; and the granting of the Financial Assistance will assist in the financing the costs of the acquisition, construction, installation, equipping and completion of the Project Facility.
- G. The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

**Section 3.** Subject to the terms of this Resolution, the conditions set forth in Section 4.02 of the Agreement (as defined herein), the Agency's approval of the PILOT schedule and the execution and delivery of the Project Agreement (as defined herein), the Agency will: (i) acquire a controlling interest in the Land and Facility pursuant to a lease agreement (and/or sublease agreement (collectively, the "**Company Lease**") to be entered into between the Company (and/or the owner of the Land) and the Agency and accept an interest in the Equipment pursuant to a bill of sale from the Company (the "**Bill of Sale**"); (ii) sublease the Project Facility to the Company (and/or the owner of the Land) pursuant to a sublease agreement (the "**Agency Lease**" and together with the Company Lease, the Bill of Sale, the Project Agreement (as defined herein) and any other certificates and documents deemed necessary by the Agency to undertake the Project, collectively, the "**Lease Documents**") to be entered into between the Agency and the Company; and (iii) grant the approved Financial Assistance.

**Section 4.** The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State sales and use tax exemptions benefits. Notwithstanding anything herein to the contrary, the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$263,280 and shall last no longer than two years from the execution and delivery of the Lease Documents**. The Agency may consider any request by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

**Section 5.** Reserved.

**Section 6.** Notwithstanding anything herein to the contrary, the amount of real property tax abatement benefit comprising the Financial Assistance approved herein shall be approximately **\$931,580**, which such amount reflects the total estimated real property tax exemptions for the Project Facility (which constitute those taxes that would have been paid if the Project Facility were on the tax rolls and not subject to that certain payment in lieu of tax agreement between the Company and the Agency (the "PILOT Agreement") of approximately **\$1,478,271**,

less the estimated payments in lieu of taxes of approximately **\$546,691** to be made by the Company to the affected tax jurisdictions with respect to the Project Facility during the term of the PILOT Agreement. The approximate amount of estimated real property tax exemptions and the approximate amount of estimated payments in lieu of taxes are estimated based on an assumed assessed value of the Project Facility and assumed future tax rates of the affected tax jurisdictions, therefore the real property tax abatement benefit is estimated because it is calculated using the estimated real property tax exemptions. The actual amount of real property tax abatement benefit is subject to change over the term of the PILOT Agreement depending on any changes to assessed value and/or tax rates of the affected tax jurisdictions. *Exhibit "B"* attached hereto reflects the calculation used to determine the annual amount of the payments in lieu of taxes to be made to the affected tax jurisdictions in each year during the term of the PILOT Agreement.

**Section 7.** The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement, is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "*Additional Agents*") to proceed with the construction, installation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Lease Documents. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project; and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the "*Commissioner*") and the Agency upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project's receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. For purposes of exemption from State sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

**Section 8.** As a condition precedent to the granting of the Financial Assistance, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit "A"** attached hereto and presented at this meeting) (the "*Agreement*") are hereby approved. The Chief Executive Officer or (Vice) Chairperson of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit "A"**, with changes in terms and form as shall be consistent with this Resolution and as the Chief Executive Officer or (Vice) Chairperson shall approve. The execution thereof by the Chief Executive Officer or (Vice) Chairperson shall constitute conclusive evidence of such approval.

**Section 9.** As an additional condition precedent to the extension of Financial Assistance, the Company shall acknowledge and agree, that the Agency shall, and in some cases



may, recapture from the Company or any Additional Agents (as defined herein) the State and local sales and use tax exemption (the “*Recapture Amount*”) taken or purported to be taken by any such person to which the person or Project is not entitled or which are in excess of the amounts authorized or which are for property or services not authorized or taken in cases where such Company or Additional Agents failed to comply with a material term or condition to use property or services in the manner required by the Company or Additional Agents agreement with, or for the benefit of, the Agency. Such Company or Additional Agent shall cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such State sales and use exemptions benefits and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner to assess and determine State sales and use taxes due from the Company and/or Additional Agents under article twenty-eight of the tax law, together with any relevant penalties and interest due on such amounts. In addition, the Agency may recapture all other Financial Assistance in the event any of the foregoing occur or there is a Deficit (as defined in the Agency’s Recapture Policy).

**Section 10.** As another condition precedent to the extension of Financial Assistance, the Company and the Agency shall execute and deliver a project agreement (the “*Project Agreement*”) setting forth certain terms and conditions relative to the approved Financial Assistance.

**Section 11.** Subject to the due execution and delivery by the Company of the Agreement and the Project Agreement, the satisfaction of the conditions of this Resolution, the Agreement, the Project Agreement and the payment by the Company of any attendant fees due to or incurred by the Agency, the Company is hereby appointed the true and lawful agent of the Agency to proceed with the construction, installation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The appointment made by this Section shall not be effective until the Agreement and the Project Agreement and an Environmental Compliance and Indemnification Agreement (as defined herein) by the Company in favor of the Agency have been duly executed and delivered by the Company.

**Section 12.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

**Section 13.** The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the execution and delivery of, among other things, an environmental compliance and indemnification agreement (the “*Environmental Compliance and Indemnification Agreement*”) in favor of the Agency in form and substance acceptable to the Agency and its counsel by the Company, and some or all of its principals, in the discretion of the Chief Executive Officer or (Vice) Chairperson of the Agency.

**Section 14.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing

any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 15.** Should the Agency's participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

**Section 16.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 17.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 18.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

**Section 19.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The

resolution was thereupon declared duly adopted.

STATE OF NEW YORK     )  
   ) ss.:  
COUNTY OF OSWEGO    )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I **FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

---

Gary Toth  
Chair

(SEAL)

## EXHIBIT "A"

### AGENCY/COMPANY AGREEMENT

This Agreement is between the **COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**") and **SSC OSWEGO II LLC**, a Florida limited liability company (the "**Company**").

**Article 1. Preliminary Statement.** Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 234 of the Laws of 1973 of the State of New York, as amended from time to time (collectively, the "**Act**") to grant "financial assistance" (as defined in the Act) in connection with "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable and designate an agent for constructing, installing and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to grant financial assistance, acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company submitted an application to the Agency (the "**Application**"), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the "**Project**") consisting of: (A)(1) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 46.39 acres of real property located on 300-400 Kocher Road and 1050 Rear East Seneca Street (tax map nos. 111.78-01-03 and 111.69-04-01.01, respectively) in the City of Oswego, County of Oswego, State of New York (the "**Land**"); (ii) the construction on the Land of an approximately 24.5 acre solar farm, including, but not limited, to solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the "**Facility**"); (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the "**Equipment**") (the Land, the Facility and Equipment are hereinafter collectively referred to as the "**Project Facility**"); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer tax and State and local sales and use tax (collectively, the "**Financial Assistance**"); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement.

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a company lease, a bill of sale, an agency lease, a project agreement, an environmental compliance and indemnification agreement and a payment in lieu of tax agreement, shall be collectively referred to herein as the "**Lease Documents**".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the construction, installation, equipping and completion of the Project Facility, and the appointment by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "**Additional Agents**"): (i) will be an inducement to it to construct, install, equip and complete the Project Facility in the City of Oswego, County of Oswego (the "**County**"); and (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

1.05. The Agency has determined that the acquisition or continuation of a controlling interest in, and the construction, installation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06 On April 22, 2021, the Agency adopted a resolution (the "**Inducement Resolution**") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, construction, installation, equipping and completion of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **\$263,280** and the amount of real property tax abatement benefits in an approximate amount of **\$931,580**.

1.07 In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of acquisition, construction, installation, equipping and completion of the Project Facility, entering into contracts and doing all things requisite and proper for the acquisition, construction, installation, equipping and completion of the Project Facility.

**Article 2. Undertakings on the Part of the Agency.** Based upon the statements, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated the Company as the Agency's agent for acquiring, constructing, installing, equipping and completing the Project Facility.

2.02. The Agency has adopted such proceedings and authorized the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in

the Project Facility; (ii) appointment by the Company of Additional Agents, all for the acquisition, construction, installation, equipping and completion of the Project Facility subject to the terms of the Inducement Resolution and hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Inducement Resolution, and in Article 3 and Section 4.02 hereof, the Company may proceed with the acquisition, construction, installation, equipping and completion of the Project Facility and the utilization of and, as necessary, the appointment of Additional Agents.

2.05 Subject to Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency for the acquisition, construction, installation, equipping and completion of the Project Facility, and to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the acquisition, construction, installation, equipping and completion of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency’s review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

**Article 3. Undertakings on the Part of the Company.** Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein, the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, constructing, installing, equipping and completion of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing) whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, construction, installation, equipping and completion of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. The Company shall provide certificates and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall include the Agency as a named insured under all public liability insurance policies obtained by the Company with respect to the Project Facility.

(h) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City of Oswego, County of Oswego and any other governmental authority which approvals, permits and consents are required under applicable law for the development, construction and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at



the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, construction, installation, equipping and completion thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. (a) The Company agrees that, as agent for the Agency, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute), it will comply with all the requirements Section 220 of the Labor Law of the State of New York, as amended.

(b) The Company agrees that, whenever practicable, the Company shall hire employees and Additional Agents from the Agency's Labor Market Area which is defined to include the following counties: Oswego, Jefferson, Onondaga, Madison, Oneida and Cayuga.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06. The Company shall proceed with the acquisition, construction, installation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may utilize, and is authorized to appoint, Additional Agents as agents of the Agency, in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each appointed Additional Agent which provides for: (i) the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each appointed Additional Agent; (ii) an acknowledgement by the Additional Agent to hire from the Labor Market Area during the construction period of the Project Facility whenever practicable; (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company

with respect to this Project; (iv) an acknowledgment by the Additional Agent that in order to be entitled to the exemption, the Additional Agent shall present to the supplier or other vendor of materials or equipment for the Project Facility a completed "IDA Agent or Project Operator Exempt Purchase Certificate" (Form ST-123); (v) an acknowledgment by the Additional Agent that that the failure to comply with the foregoing will result in the loss and recapture of the exemption; and (vi) such other terms and conditions as the Agency deems necessary; and

(2) A completed "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss and recapture of the Company's exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.06. The Company shall proceed with the acquisition, construction, installation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes.

3.07. The Company hereby ratifies and confirms its obligation to pay an administrative fee to the Agency in the amount of .75% of the Project costs. Such amount is due and payable in full at closing.

3.08 The Company hereby ratifies and confirms its obligation to pay an annual administrative reporting fee of \$500.00 to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects.

#### **Article 4. General Provisions.**

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel and special counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder;

(b) the Company, by executing this Agreement, acknowledges and agrees to make, or cause its Additional Agents whether appointed as an agent of the Agency in accordance with Section 3.06 hereof or not, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent;

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same.

Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act and In accordance with the Agency's Recapture Policy (which is published on the Agency's website or available at the Agency's office), the Company is subject to recapture of all State sales and use tax exemption benefits (the "*Recapture Amount*") if:

- (1) the Company or its Additional Agents, if any, authorized to make purchases for the benefit of the Project are not entitled to the State sales and use tax exemption benefits; or
- (2) the State sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or
- (3) the State sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or
- (4) the Project has failed to comply with a material term or condition to use the property or services in the manner required by any project documents between the Company and the Agency.

The failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties.

In addition, and in accordance with the Agency's Recapture Policy, the Agency may recapture all other Financial Assistance in the event any of the foregoing occur or there is a Deficit (as defined in the Agency's Recapture Policy). For purposes of the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "*State*") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties;

and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before eighteen (18) months from the execution hereof, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, construction, installation, equipping and completion of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and special Agency counsel incurred in connection with the Project and will pay the fees of counsel for the Agency and special Agency counsel for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

4.05. The Company acknowledges that Section 875(7) of the New York General Municipal Law (“GML”) requires the Agency to post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency’s possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have entered in this Agreement as of \_\_\_\_\_, 2021.

**COUNTY OF OSWEGO INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
L. Michael Treadwell  
Chief Executive Officer

**SSC OSWEGO II LLC**

By: \_\_\_\_\_  
John H. Switzer

## EXHIBIT "B"

### PILOT SCHEDULE

Term: 20 years

Annual payments: \$5,000 per AC MW (\$22,500 in year 1), 2% escalator, compounded annually

Distribution of annual PILOT Payments will be based on the pro-rata share of each of the affected taxing jurisdictions for each respective year.

Exemption: The above formula will apply only to acreage included in the Project; which shall be classified as Wholly Exempt under RPTL 412-a; the remaining portion of tax parcel (if any) and unrelated improvements will be classified as Taxable.

Decommissioning: Prior to execution and delivery of the PILOT Agreement, the Company must provide a decommissioning plan reasonably acceptable to the Agency and the host municipality, and provide the Agency with proof of a bond or other surety in the amount equal to the cost of the decommissioning.

## PILOT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A CERTAIN PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, SSC Oswego II LLC, a Florida limited liability company, or an entity formed or to be formed by it or on its behalf (the “*Company*”), submitted an application to the Agency on or about March 16, 2021 (the “*Application*”), a copy of which is on file at the office of the Agency,

requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 46.39 acres of real property located on 300-400 Kocher Road and 1050 Rear East Seneca Street (tax map nos. 111.78-01-03 and 111.69-04-01.01, respectively) in the City of Oswego, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 24.5 acre solar farm, including, but not limited, to solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “**Facility**”); (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer tax and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, the owners of the Land are George Krul and Andrew Krul, respectively, and the Company will be the operator of the Project Facility; and

**WHEREAS**, the Agency adopted a resolution on March 26, 2021 describing the Project, the Financial Assistance and authorizing a public hearing (the “**Initial Resolution**”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on April 4, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated April 6, 2021; and

**WHEREAS**, pursuant to SEQRA, the City of Oswego Planning Board (the “**Planning Board**”) classified the Project as a Type I action, conducted a coordinated environmental review of the Project, and issued a negative declaration for the Project on March 2, 2021; and

**WHEREAS**, the Agency’s involvement in the Project was not contemplated when the Planning Board performed the coordinated SEQRA review and issued the negative declaration for the Project; and

**WHEREAS**, on April 22, 2021, the Agency, in recognition of the fact that, had the Agency’s involvement in the Project been contemplated it would have been an involved agency and consented to the Planning Board’s lead agency status, affirmed and adopted the negative declaration issued by the Planning Board for the Project, thereby concluding the Agency’s obligations under SEQRA (the “**SEQRA Resolution**”); and

**WHEREAS**, on April 22, 2021 the Agency adopted a Resolution (the “**Inducement Resolution**”) agreeing to undertake the Project and appointing the Company as its agent for purposes of completing the Project Facility; and



**WHEREAS**, in the Application, the Company also requested that the Agency consider a payment in lieu of taxes agreement (the “**PILOT Agreement**”) with respect to the Project Facility, pursuant to a payment in lieu of tax schedule (the “**PILOT Schedule**”), more fully described on **Exhibit “A”** attached hereto; and such schedule constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (“**UTEP**”) established pursuant to Section 874(4) of the Act, but comports with other payment in lieu of taxes schedules relative to other similar projects; and

**WHEREAS**, by letters dated April 6, 2021, the Agency gave to the chief executive officers of the affected taxing jurisdictions notice pursuant to Section 874 of the Act of this meeting, at which the Agency would consider the Company’s request for a PILOT schedule which deviates from the UTEP; and

**WHEREAS**, prior to the date hereof, the Agency responded to all communications and correspondence received from the affected taxing jurisdictions regarding the proposed deviation from the UTEP; and

**WHEREAS**, no representatives from the affected tax jurisdictions were present at this meeting to address the Agency regarding such proposed deviation from the UTEP; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Oswego, County of Oswego; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York (the “**State**”) to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing the health, general prosperity and economic welfare of the people of the State.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** The Agency ratifies all prior resolutions adopted in connection with this proposed Project (collectively, the “Resolutions”).

**Section 3.** Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT Schedule, as set forth in the **Exhibit “A”** attached hereto, the PILOT Schedule is hereby approved subject to the terms and

conditions of the Resolutions. The Chief Executive Officer and the (Vice) Chairperson of the Agency are each hereby authorized to execute and deliver a PILOT Agreement and any related documents reflecting the PILOT Schedule in a form substantially similar to PILOT agreements used in similar transactions with the Agency which is acceptable to the Chief Executive Officer or the (Vice Chairperson) upon advice of counsel.

**Section 4.** No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 5.** A copy of this Resolution, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 6.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution as well as all previously approved Resolutions.

**Section 7.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance, including, but not limited to, a PILOT Agreement.

**Section 8.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

resolution was thereupon declared duly adopted.

The

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “Agency”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)

**EXHIBIT "A"**

**PILOT SCHEDULE**

- Term: 20 years
- Annual payments: \$5,000 per AC MW (\$22,500 in year 1, 2% escalator, compounded annually)
- Distribution of annual PILOT Payments will be based on the pro-rata share of each of the affected taxing jurisdictions for each respective year.
- Exemption: The above formula will apply only to acreage included in the Project; which shall be classified as Wholly Exempt under RPTL 412-a; the remaining portion of tax parcel (if any) and unrelated improvements will be classified as Taxable.
- Decommissioning: Prior to execution and delivery of the PILOT Agreement, the Company must provide a decommissioning plan reasonably acceptable to the Agency and the host municipality, and provide the Agency with proof of a bond or other surety in the amount equal to the cost of the decommissioning.

## FINAL APPROVING RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, construction, reconstruction, renovation, installation and equipping of one or more “projects” (as defined in the Act); and

**WHEREAS**, SSC Oswego II LLC, a Florida limited liability company, or an entity formed to be formed by it or on its behalf (the “*Company*”), submitted an application to the Agency on or about March 16, 2021 (the “*Application*”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “*Project*”) consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately

46.39 acres of real property located on 300-400 Kocher Road and 1050 Rear East Seneca Street (tax map nos. 111.78-01-03 and 111.69-04-01.01, respectively) in the City of Oswego, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 24.5 acre solar farm, including, but not limited, to solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “**Facility**”); (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer tax and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, the owners of the Land are George Krul and Andrew Krul, respectively, and the Company will be the operator of the Project Facility; and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on April 4, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated April 6, 2021; and

**WHEREAS**, the Company also requested that the Agency consider a payment in lieu of tax (“**PILOT**”) schedule, and such schedule constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (“**UTEP**”) established pursuant to Section 874(4) of the Act; and

**WHEREAS**, by letters dated April 6, 2021, the Agency gave to the chief executive officers of the affected tax jurisdictions notice pursuant to Section 874 of the Act of this meeting, at which the Agency would consider the Company’s request for a PILOT schedule which deviates from the UTEP; and

**WHEREAS**, prior to the date hereof, the Agency responded to all communications and correspondence received from the affected taxing jurisdictions regarding the proposed deviation from the UTEP; and

**WHEREAS**, no representatives from the affected taxing jurisdictions were present at this meeting to address the Agency regarding such proposed deviation from the UTEP; and

**WHEREAS**, the Agency adopted a resolution on March 26, 2021 (the “**Initial Resolution**”) entitled:

**RESOLUTION DETERMINING THAT THE ACQUISITION,  
CONSTRUCTION AND EQUIPPING OF A CERTAIN  
FACILITY AT THE REQUEST OF SSC OSWEGO II LLC**

**CONSTITUTES A PROJECT AND DESCRIBING THE FINANCIAL ASSISTANCE REQUESTED IN CONNECTION THEREWITH AND AUTHORIZING A PUBLIC HEARING**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, the Agency adopted a resolution on April 22, 2021 (the “*SEQRA Resolution*”) entitled:

**RESOLUTION CLASSIFYING A CERTAIN PROJECT AS A TYPE I ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DETERMINING THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

which resolution is in full force and effect and has not been amended or modified;

**WHEREAS**, the Agency adopted a resolution on April 22, 2021 (the “*Inducement Resolution*”) entitled:

**RESOLUTION AUTHORIZING THE UNDERTAKING OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT; APPOINTING SSC OSWEGO II LLC (THE “COMPANY”) AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND COMPLETION OF THE PROJECT; APPROVING CERTAIN FINANCIAL ASSISTANCE; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, for purposes of exemption from New York State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

**WHEREAS**, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Oswego, County of Oswego; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act;

and (iii) will induce the Company to undertake the Project which will serve the purposes of the Act by advancing the health, general prosperity and economic welfare of the people of the State; and

**WHEREAS**, the Agency adopted a resolution on April 22, 2021 (the “*PILOT Resolution*”) entitled:

**RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A CERTAIN PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

which resolution is in full force and effect and has not been amended or modified;

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:

- A. Ratifies the findings in its Initial, SEQRA, Inducement and PILOT Resolutions.
- B. The granting of the Financial Assistance will be an inducement to the Company to develop the Project in the City of Oswego, County of Oswego; and will assist the Company in the construction, installation and equipping of the Project Facility.
- C. The commitment of the Agency to provide the Financial Assistance to the Company will enable the Company to acquire, construct, install, equip and complete the Project Facility.
- D. The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for the acquisition, construction and/or improving, installing, equipping and completion of the Project will be an inducement to the Company to acquire, construct, improve, install, equip and complete the Project Facility in the City of Oswego, County of Oswego, and will serve the purposes of the Act by, among other things, advancing the general prosperity and economic welfare of the inhabitants of the County of Oswego; and the granting of the Financial Assistance will assist in the financing the costs of the



acquisition, construction, installation, equipping and completion of the Project Facility.

- E. The Project will not result in the removal of any commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

**Section 3.** Subject to the conditions set forth in Section 4.02 of the Agreement, the Project Agreement (as those terms are defined in the Inducement Resolution), this Resolution, the Inducement Resolution, the SEQRA Resolution and the PILOT Resolution (collectively the “*Resolutions*”), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease the Land and Facility from the Company (and/or the respective owners of the Land) pursuant to a lease agreement between the Agency and the Company (and/or the respective owners of the Land) (the “*Company Lease*”) and acquire an interest in the Equipment pursuant to one or more bills of sale from the Company (collectively, the “*Bill of Sale*”); sublease the Project Facility to the Company, pursuant to a sublease agreement which shall be consistent with this Resolution and approved by the Chief Executive Officer, Chairperson or (Vice) Chairperson of the Agency upon the advice of counsel to the Agency (the “*Agency Lease*”, and together with the Company Lease, the Bill of Sale, the Agency Lease and the Project Agreement, the “*Lease Documents*”); (C) execute and deliver a payment in lieu of tax agreement (“*PILOT Agreement*”) providing for the payment schedule approved by the Agency pursuant to the PILOT Resolution, and (D) execute and deliver any other documents necessary to effectuate the intent of the Resolutions and the granting of the Financial Assistance as contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

**Section 4.** The Chief Executive Officer and the (Vice) Chairperson are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution. The execution thereof by the Chief Executive Officer or the (Vice) Chairperson shall constitute conclusive evidence of such approval.

**Section 5.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 6.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection

during business hours.

**Section 7.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 8.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and to consummate the transactions contemplated by this Resolution.

**Section 9.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the "**Agency**") held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the "**Open Meetings Law**"), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)

## SEQRA RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DETERMINING THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2013, at the request of Altmar Genesee LLC, a New York limited liability company (the “*Company*”), and in accordance with resolutions adopted at that time, the

Agency undertook a project consisting of: (A)(i) the acquisition of an interest in approximately 35 acres of real property improved with an approximately 25,000 square foot building (the “**Existing Building**”) located at 52 Pulaski Street, in the Town of Albion, New York, Oswego County (tax map no. 088.18-02-02) (the “**Land**”); (ii) the interior demolition, renovation and build-out of the Existing Building to house an approximately forty-two (42) room hotel, restaurant, parking, meeting rooms and affiliated amenities, all located on the Land; (iii) the installation on the Land and in the Existing Building of equipment (the “**2013 Equipment**” and together with the Existing Building, collectively, the “**Original Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in 2016, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the continuation of a leasehold interest in the Land; the construction of a new 10,000 square foot addition to the Existing Building for use as a full service banquet and catering facility and the expansion of the parking facility and other related site work (the “**First Addition**”); the installation on the Land and in the First Addition of equipment (the “**2016 Equipment**” and together with the First Addition, collectively, the “**2016 Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in 2017, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 24,000 square foot new building for use as approximately forty-six (46) additional guest rooms and spa facility along with related site work (collectively, the “**2017 Facility**”) complementing the Original Project Facility and the 2016 Project Facility, all located on the Land; (iii) the acquisition of and installation in and around the Land and the 2017 Facility of various machinery, equipment and furnishings (collectively the “**2017 Equipment**”) and together with the Original Project Facility and the 2016 Project Facility collectively, the “**2017 Project Facility**”); (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, the Company submitted an application to the Agency on or about March 22, 2021 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 25,000 square foot three-story building containing approximately twenty-one (21) additional large guest room suites along with related site work (collectively, the “**Facility**”) complementing the 2017 Project Facility; (iii) the acquisition of and installation in the Facility of various machinery, equipment and furnishings (collectively the “**Equipment**”) (the Land, Facility, the Equipment and the 2017 Project Facility are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition of an interest in the Equipment pursuant to a bill of sale; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, pursuant to SEQRA, the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the

Agency and the approval of the Project and grant of Financial Assistance constitute such an action; and

**WHEREAS**, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “*EAF*”), a copy of which is on file in the office of the Agency and is readily accessible to the public; and

**WHEREAS**, the Agency has examined and reviewed the EAF and related Project materials in order to classify the Project and make a determination as to the potential significance of the Project pursuant to SEQRA.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the sixth **WHEREAS** clause of this resolution;

(b) The Project constitutes an “Unlisted Action” (as said quoted term is defined in SEQRA);

(c) The Agency declares itself “Lead Agency” (as said quoted term is defined in SEQRA) with respect to an uncoordinated review of the Project pursuant to SEQRA; and

(d) The Project will not have a significant effect on the environment, and the Agency hereby issues a negative declaration for the Project pursuant to SEQRA, attached hereto as **Exhibit “A”**, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

(3) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)



**EXHIBIT "A"**  
**NEGATIVE DECLARATION**

*Exhibit B*  
**Short Environmental Assessment Form**  
**Part 1 - Project Information**

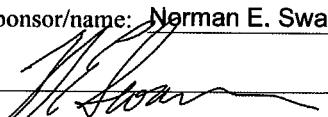
**Instructions for Completing**

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>				
Name of Action or Project: Tailwater Lodge Suites Expansion 2021				
Project Location (describe, and attach a location map): 52 Pulaski Street, Altmar, NY - Tax ID: 088.18-02-02				
Brief Description of Proposed Action:  This project will add 21 large suites to the west side of the existing hotel.				
Name of Applicant or Sponsor: Altmar Genesee LLC		Telephone: (315) 471-7400		
		E-Mail: rkelsey@woodbinegroup.com		
Address: 505 E. Fayette Street				
City/PO: Syracuse	State: NY	Zip Code: 13202		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		35	acres	
b. Total acreage to be physically disturbed?		2	acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		35	acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:				
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)				
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):				
<input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: Stormwater will be directed to existing stormwater management facilities.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: Stormwater will be directed to existing stormwater management facilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: Voluntary cleanup at a convenience store at NYS Rte 13 and Cemetary Road dates back to 1990's. SC-V00035. SC-738032	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Norman E. Swanson</u> Date: <u>3/18/2021</u>		
Signature: <u></u> Title: <u>Owner</u>		

Project:

Date:

***Short Environmental Assessment Form  
Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

### ***Short Environmental Assessment Form Part 3 Determination of Significance***

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)

## INDUCEMENT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

**RESOLUTION AUTHORIZING THE  
UNDERTAKING OF THE ACQUISITION,  
CONSTRUCTION, EQUIPPING AND COMPLETION OF A  
CERTAIN PROJECT, APPOINTING ALTMAR GENESEE  
LLC (THE “COMPANY”) AS AGENT OF THE AGENCY  
FOR THE PURPOSE OF THE ACQUISITION,  
CONSTRUCTION, EQUIPPING AND COMPLETION OF  
THE PROJECT; APPROVING CERTAIN FINANCIAL  
ASSISTANCE; AND AUTHORIZING THE EXECUTION  
AND DELIVERY OF AN AGREEMENT BETWEEN THE  
AGENCY AND THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2013, at the request of Altmar Genesee LLC, a New York limited liability company (the “**Company**”), and in accordance with resolutions adopted at that time, the Agency undertook a project consisting of: (A)(i) the acquisition of an interest in approximately 35 acres of real property improved with an approximately 25,000 square foot building (the “**Existing Building**”) located at 52 Pulaski Street, in the Town of Albion, New York, Oswego County (tax map no. 088.18-02-02) (the “**Land**”); (ii) the interior demolition, renovation and build-out of the Existing Building to house an approximately forty-two (42) room hotel, restaurant, parking, meeting rooms and affiliated amenities, all located on the Land; (iii) the installation on the Land and in the Existing Building of equipment (the “**2013 Equipment**” and together with the Existing Building, collectively, the “**Original Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in 2016, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the continuation of a leasehold interest in the Land; the construction of a new 10,000 square foot addition to the Existing Building for use as a full service banquet and catering facility and the expansion of the parking facility and other related site work (the “**First Addition**”); the installation on the Land and in the First Addition of equipment (the “**2016 Equipment**” and together with the First Addition, collectively, the “**2016 Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in 2017, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 24,000 square foot new building for use as approximately forty-six (46) additional guest rooms and spa facility along with related site work (collectively, the “**2017 Facility**”) complementing the Original Project Facility and the 2016 Project Facility, all located on the Land; (iii) the acquisition of and installation in and around the Land and the 2017 Facility of various machinery, equipment and furnishings (collectively the “**2017 Equipment**”) and together with the Original Project Facility and the 2016 Project Facility collectively, the “**2017 Project Facility**”); (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, the Company submitted an application to the Agency on or about March 22, 2021 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 25,000 square foot three-story building containing approximately twenty-one (21) additional large guest room suites along with related site work (collectively, the “**Facility**”) complementing the 2017 Project Facility; (iii) the acquisition of and installation in the Facility of various machinery, equipment and furnishings (collectively the “**Equipment**”) (the Land, Facility, the Equipment and the 2017 Project Facility are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease of



the Land and Facility by the Agency pursuant to a lease agreement; the acquisition of an interest in the Equipment pursuant to a bill of sale; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Company has represented that the Project Facility is located in a “highly distressed area”, as that term is defined in the Act; and

**WHEREAS**, the Agency adopted a resolution on March 26, 2021 describing the Project, the Financial Assistance and authorizing a public hearing (the “*Initial Resolution*”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on April 4, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated April 6, 2021; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake of the Project constitutes such an action; and

**WHEREAS**, on April 22, 2021, the Agency adopted a resolution determining that pursuant to the State Environmental Quality Review the Project constitutes an Unlisted Action requiring no further review under SEQRA and issued a negative declaration (the “*SEQRA Resolution*”); and

**WHEREAS**, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

**WHEREAS**, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the County of Oswego; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) induce the Company to undertake the Project which serve the purposes of the Act by creating and/or preserving permanent, private sector jobs and advancing job opportunities, the health, general prosperity and economic welfare of the people of the State and the County of Oswego and improve their standard of living.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency

to promote, develop, encourage and assist in the acquiring, constructing, renovating, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:

- A. Ratifies the findings in its Initial Resolution and SEQRA Resolution.
- B. The Project constitutes a “project” within the meaning of the Act.
- C. The granting of the Financial Assistance will be an inducement to the Company to develop the Project in the Town of Albion, County of Oswego; and will assist the Company in its expansion and in its ability to maintain its competitive advantage. The Financial Assistance consists solely of exemptions from real estate transfer taxes, real property taxes, mortgage recording taxes (except as limited by Section 874 of the Act) and State and local sales and use tax.
- D. The commitment of the Agency to provide Financial Assistance to the Company will enable the Company to undertake the Project.
- E. The acquisition, construction, installation, equipping and completion of the Project will promote employment opportunities, help prevent economic deterioration in the Town of Albion by the creation and/or preservation of jobs and advance the health, general prosperity and economic welfare of the people of the State.
- F. The acquisition or continuation of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for acquisition, construction, installation, equipping and completion of the Project will be an inducement to the Company to acquire, construct, install, equip and complete the Project Facility in the County of Oswego, and will serve the purposes of the Act by, among other things, preserving and/or creating permanent private sector jobs, promoting job opportunities, health, general prosperity and economic welfare of the inhabitants of the County of Oswego; and the granting of the Financial Assistance will assist in the financing the costs of the acquisition, construction, installation, equipping and completion of the Project.
- G. The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.
- H. The Project is located in a “highly distressed area”, as such term is defined in the Act. The Project will serve the public purposes of the Act by preserving permanent, private sector jobs or increasing the overall number of permanent, private sector

jobs in the State. The Agency is authorized to provide Financial Assistance in respect of the Project pursuant to Section 862(2)(b)(ii) of the Act; provided however, that no Financial Assistance shall be provided to the Project by the Agency until the applicable provisions of Section 862(2)(c) of the Act have been complied with.

**Section 3.** Subject to the terms of this Resolution, the conditions set forth in Section 4.02 of the Agreement (as defined herein), the Agency's approval of the PILOT schedule and the execution and delivery of the Project Agreement (as defined herein), the Agency will: (i) acquire or continue a controlling interest in the Land and Facility pursuant to a lease agreement (the "***Company Lease***") to be entered into between the Company and the Agency and accept an interest in the Equipment, if any, pursuant to a bill of sale from the Company (the "***Bill of Sale***"); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the "***Agency Lease***") and, together with the Company Lease, the Bill of Sale, the Project Agreement (as defined herein) and any other certificates and documents deemed necessary by the Agency to undertake the Project, collectively, the "***Lease Documents***") to be entered into between the Agency and the Company; (iii) grant the approved Financial Assistance; and (iv) provided that no default shall have occurred and be continuing under the Agreement (as defined herein), the Lease Documents or any loan documents, and provided the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency's undertaking of the Project, execute and deliver all other certificates and documents necessary or appropriate for the grant of the approved Financial Assistance requested by the Company, in form and substance acceptable to the Agency, or its commercial lender(s), in connection with financing for the Project, including but not limited to, one or more mortgages in favor of the Company's commercial lender(s).

**Section 4.** The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State sales and use tax exemptions benefits. Notwithstanding anything herein to the contrary, the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$48,000 and shall last no longer than two years from the execution and delivery of the Agency Documents.** The Agency may consider any request by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

**Section 5.** Notwithstanding anything herein to the contrary, the amount of mortgage recording tax exemption benefit comprising the Financial Assistance approved herein shall not exceed **\$21,000.**

**Section 6.** Notwithstanding anything herein to the contrary, the amount of real property tax abatement benefit comprising the Financial Assistance approved herein shall be approximately **\$775,589**, which such amount reflects the total estimated real property tax exemptions for the Project Facility (which constitute those taxes that would have been paid if the Project Facility were on the tax rolls and not subject to that certain payment in lieu of tax agreement between the Company and the Agency (the "PILOT Agreement") of approximately **\$1,590,951**, less the estimated payments in lieu of taxes of approximately **\$815,362** to be made by the Company to the affected tax jurisdictions with respect to the Project Facility during the term of the PILOT Agreement. The approximate amount of estimated real property tax exemptions and the approximate amount of estimated payments in lieu of taxes are estimated based on an assumed

assessed value of the Project Facility and assumed future tax rates of the affected tax jurisdictions, therefore the real property tax abatement benefit is estimated because it is calculated using the estimated real property tax exemptions. The actual amount of real property tax abatement benefit is subject to change over the term of the PILOT Agreement depending on any changes to assessed value and/or tax rates of the affected tax jurisdictions. **Exhibit “B”** attached hereto reflects the calculation used to determine the annual amount of the payments in lieu of taxes to be made to the affected tax jurisdictions in each year during the term of the PILOT Agreement.

**Section 7.** The Company may utilize, and is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”) to proceed with the construction, installing, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Lease Documents. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project; and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the “**Commissioner**”) and the Agency upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. For purposes of exemption from State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

**Section 8.** As a further condition to the granting of the Financial Assistance, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit “A”** attached hereto and presented at this meeting) (the “**Agreement**”) are hereby approved. The Chief Executive Officer or (Vice) Chairperson of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit “A”**, with changes in terms and form as shall be consistent with this Resolution and as the Chief Executive Officer or (Vice) Chairperson shall approve. The execution thereof by the Chief Executive Officer or (Vice) Chairperson shall constitute conclusive evidence of such approval.

**Section 9.** As an additional condition precedent to the extension of Financial Assistance, the Company shall acknowledge and agree, that the Agency shall, and in some cases may, recapture from the Company or any Additional Agents (as defined herein) the State and local sales and use tax exemption (the “**Recapture Amount**”) taken or purported to be taken by any such person to which the person or Project is not entitled or which are in excess of the amounts authorized or which are for property or services not authorized or taken in cases where such Company or Additional Agents failed to comply with a material term or condition to use property

or services in the manner required by the Company or Additional Agents agreement with, or for the benefit of, the Agency. Such Company or Additional Agent shall cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such State sales and use exemptions benefits and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner to assess and determine State sales and use taxes due from the Company and/or Additional Agents under article twenty-eight of the tax law, together with any relevant penalties and interest due on such amounts. In addition, the Agency may recapture all other Financial Assistance in the event any of the foregoing occur or there is a Deficit (as defined in the Agency's Recapture Policy).

**Section 10.** As another condition precedent to the extension of Financial Assistance, the Company and the Agency shall execute and deliver a project agreement (the "***Project Agreement***") setting forth certain terms and conditions relative to the approved Financial Assistance.

**Section 11.** Subject to the due execution and delivery by the Company of the Agreement and the Project Agreement, the satisfaction of the conditions of this Resolution, the Agreement and the Project Agreement, and the payment by the Company of any attendant fees due to or incurred by the Agency, the Company is appointed the true and lawful agent of the Agency to proceed with the construction, installation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The appointment made by this Section shall not be effective until the Agreement and the Project Agreement and an Environmental Compliance and Indemnification Agreement (as defined herein) by the Company in favor of the Agency have been duly executed and delivered by the Company.

**Section 12.** The Chief Executive Officer or (Vice) Chairperson of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

**Section 13.** The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the execution and delivery of, among other things, an environmental compliance and indemnification agreement (the "***Environmental Compliance and Indemnification Agreement***") in favor of the Agency in form and substance acceptable to the Agency and its counsel by the Company and some or all of its principals, in the discretion of the Chief Executive Officer or (Vice) Chairperson of the Agency.

**Section 14.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 15.** Should the Agency's participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall

defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency’s counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

**Section 16.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 17.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 18.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

**Section 19.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The

resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “*Agency*”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “*Open Meetings Law*”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

---

Gary Toth  
Chair

(SEAL)

## EXHIBIT "A"

### AGENCY/COMPANY AGREEMENT

This Agreement is between the COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY (the "**Agency**") and ALTMAR GENESEE LLC, a New York limited liability company (the "**Company**").

**Article 1. Preliminary Statement.** Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "**State**"), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the "**Act**") to grant "financial assistance" (as defined in the Act) in connection with "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable and designate an agent for constructing, installing and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to grant financial assistance, acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. (a) In 2013, at the request of the Company, the Agency undertook a project consisting of the acquisition of an interest in approximately 35 acres of real property improved with an approximately 25,000 square foot building (the "**Existing Building**") located at 52 Pulaski Street, in the Town of Albion, New York, Oswego County (tax map no. 088.18-02-02) (the "**Land**"); (ii) the interior demolition, renovation and build-out of the Existing Building to house an approximately forty-two (42) room hotel, restaurant, parking, meeting rooms and affiliated amenities, all located on the Land; (iii) the installation on the Land and in the Existing Building of equipment (the "**2013 Equipment**" and together with the Existing Building, collectively, the "**Original Project Facility**").

In 2016, at the request of the Company, the Agency undertook another project consisting of the continuation of a leasehold interest in the Land; the construction of a new 10,000 square foot addition to the Existing Building for use as a full service banquet and catering facility and the expansion of the parking facility and other related site work (the "**First Addition**"); the installation on the Land and in the First Addition of equipment (the "**2016 Equipment**" and together with the First Addition, collectively, the "**2016 Project Facility**").

In 2017, at the request of the Company, the Agency undertook another project consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction



of a new approximately 24,000 square foot new building for use as approximately forty-six (46) additional guest rooms and spa facility along with related site work (collectively, the “**2017 Facility**”) complementing the Original Project Facility and the 2016 Project Facility, all located on the Land; (iii) the acquisition of and installation in and around the Land and the 2017 Facility of various machinery, equipment and furnishings (collectively the “**2017 Equipment**”, and together with the Original Project Facility and the 2016 Project Facility collectively, the “**2017 Project Facility**”).

On or about March 22, 2021 the Company submitted an application to the Agency (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency undertake a project (the “**Project**”) consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 25,000 square foot three-story building containing approximately twenty-one (21) additional large guest room suites along with related site work (collectively, the “**Facility**”) complementing the 2017 Project Facility; (iii) the acquisition of and installation in the Facility of various machinery, equipment and furnishings (collectively the “**Equipment**”) (the Land, Facility, the Equipment and the 2017 Project Facility are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition of an interest in the Equipment pursuant to a bill of sale; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

(b) All documents necessary to effectuate the Agency’s undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a company lease, a bill of sale, an agency lease, a project agreement, an environmental compliance and indemnification agreement and a payment in lieu of tax agreement, shall be collectively referred to herein as the “**Lease Documents**”.

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency’s agent for the construction, installing, equipping and completion of the Project Facility, and the appointment by the Company of one or more of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”): (i) will be an inducement to it to construct, equip and complete the Project Facility in the County of Oswego (the “**County**”); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project will promote, create and/or preserve private sector jobs in the State and the County.

1.06. The Agency has determined that the acquisition or continuation of a controlling interest in, and the construction, installation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06 On April 22, 2021, the Agency adopted a resolution (the “**Inducement Resolution**”) agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency’s agent for the acquisition, construction, installation, equipping and completion of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **\$48,000** and mortgage recording tax exemption benefits in an amount not to exceed **\$21,000**. **The current estimated** amount of real property tax exemption benefits is **\$775,589**, based on the estimated assessed value of the Land and Facility and the current tax rates of the taxing jurisdictions.

1.07 In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of construction, installation, equipping and completion of the Project Facility, entering into contracts and doing all things requisite and proper for the construction, installation, equipping and completion of the Project Facility.

**Article 2. Undertakings on the Part of the Agency.** Based upon the statements, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated the Company as the Agency’s agent for acquiring, constructing, installing, equipping and completing the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) appointment by the Company of Additional Agents, all for the construction, installation, equipping and completion of the Project Facility subject to the terms of the Resolution and hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.02, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the construction, installation, equipping and completion of the Project Facility and the utilization of and, as necessary, the appointment of Additional Agents.

2.05 Subject to Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency for the construction, installation, equipping and completion of the Project Facility, and to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the construction, installation, equipping and completion of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency’s review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

**Article 3. Undertakings on the Part of the Company.** Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein, the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, construction, installation, equipping and completion of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing) whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics’ or other liens against the Project Facility for labor or material furnished in connection with the acquisition, construction, equipping and completion of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation

or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. The Company shall provide certificates and policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall include the Agency as a named insured under all public liability insurance policies obtained by the Company with respect to the Project Facility.

(h) The Company shall apply and diligently pursue all approvals, permits and consents from the State, the Town of Albion, County of Oswego and any other governmental authority which approvals, permits and consents are required under applicable law for the development, construction and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, construction, installation, equipping and completion thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03 (a). The Company agrees that, as agent for the Agency, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute), it will comply with all the requirements Section 220 of the Labor Law of the State, as amended.

(b). The Company agrees that, whenever practicable, the Company shall hire employees and Additional Agents from the Agency's Labor Market Area which is defined to include the following counties: Oswego, Jefferson, Onondaga, Madison, Oneida and Cayuga.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06. The Company shall proceed with the acquisition, construction, installation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may utilize, and was authorized to appoint, Additional Agents as agents of the Agency, in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each appointed Additional Agent which provides for: (i) the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each appointed Additional Agent; (ii) an acknowledgement by the Additional Agent to hire from the Labor Market Area during the construction period of the Project Facility whenever practicable; (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that in order to be entitled to the exemption, the Additional Agent shall present to the supplier or other vendor of materials or equipment for the Project Facility a completed “IDA Agent or Project Operator Exempt Purchase Certificate” (Form ST-123); (v) an acknowledgment by the Additional Agent that that the failure to comply with the foregoing will result in the loss and recapture of the exemption; and (vi) such other terms and conditions as the Agency deems necessary; and

(2) A completed “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss and recapture of the Company’s exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company hereby ratifies and confirms its obligations to pay an administrative fee to the Agency in the amount of .75% of the Project costs. Such amount is due and payable in full at closing.

3.08. The Company hereby ratifies and confirms its obligations to pay an annual administrative reporting fee of \$500.00 to cover administrative and reporting requirements to comply with State reporting regulations on Agency assisted projects.

#### **Article 4. General Provisions.**

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel and special fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; (b) the Company, by executing this Agreement, acknowledges and agrees to make, or cause its Additional Agents, whether appointed as an agent of the Agency in accordance with Section 3.06 hereof or not, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; (c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same.

Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act and In accordance with the Agency's Recapture Policy (which is published on the Agency's website or available at the Agency's office), the Company is subject to recapture of all State sales and use tax exemption benefits (the "***Recapture Amount***") if:

(1) the Company or its Additional Agents, if any, authorized to make purchases for the benefit of the Project are not entitled to the State sales and use tax exemption benefits; or

(2) the State sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or

(3) the State sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) the Project has failed to comply with a material term or condition to use the property or services in the manner required by any project documents between the Company and the Agency.

The failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties.

In addition, and in accordance with the Agency's Recapture Policy, the Agency may recapture all other Financial Assistance in the event any of the foregoing occur or there is a Deficit (as defined in the Agency's Recapture Policy). For purposes of the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "**State**") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before eighteen (18) months from the execution hereof, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, construction, installation, equipping and completion of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and special Agency counsel incurred in connection with the

Project and will pay the fees of counsel for the Agency and special Agency counsel for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

**4.05. The Company acknowledges that Section 875(7) of the State General Municipal Law (“GML”) requires the Agency to post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the State Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency’s possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.**

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State and the United States District Court for the Northern District of the State, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.



IN WITNESS WHEREOF, the parties hereto have entered in this Agreement as of \_\_\_\_\_, 2021.

**COUNTY OF OSWEGO INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Gary Toth  
Chairman

**ALTMAR GENESEE LLC**

By: \_\_\_\_\_  
Name: Norman E. Swanson  
Title: Managing Member

**EXHIBIT “B”**

**PILOT SCHEDULE**

Term: 20 Years

Assessed Value: 2021 Tentative Assessed Value is \$6,000,000.

The following schedule is associated with the initial buildout and applies to assessment up to \$2,100,000 Base Assessment.

<u>Years</u>	<u>Exemption</u>
2021	30%
2022	20%
2023	10%

The following schedule is associated with the banquet and catering expansion project and applies to any increase in assessment above the Base Assessment up to \$3,500,000.

<u>Years</u>	<u>Exemption</u>
2021	75%
2022	60%
2023	60%
2024	60%
2025	60%
2026	60%
2027	50%
2028	50%
2029	40%
2030	40%
2031	30%
2032	30%
2033	20%
2034	20%
2035	10%
2036	10%

The following schedule is associated with the hotel expansion and spa facility and applies on any increase in net assessment above \$3,500,000.

Years	Exemption
2021	75%
2022	75%
2023	75%
2024	75%
2025	60%
2026	60%
2027	60%
2028	60%
2029	60%
2030	50%
2031	50%
2032	40%
2033	40%
2034	30%
2035	30%
2036	20%
2037	20%
2038	10%
2039	10%

Connected with the proposed expansion detailed above, the following schedule would apply to any increase in net assessment above the 2021 Tentative Assessment of \$6,000,000.

Years	Exemption
1-5	75%
6-10	60%
11-12	50%
13-14	40%
15-16	30%
17-18	20%
19-20	10%

Annual payments would be distributed on a pro-rata basis to each taxing authority based on current year's tax rates.

All current PILOT schedules would remain in place and would not be affected by this amendment. There would be one PILOT payment made. All special district taxes would not be subject to the PILOT schedule and would be payable in full by the Company and should be billed to the Company accordingly.

## PILOT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A CERTAIN PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to

cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2013, at the request of Altmar Genesee LLC, a New York limited liability company (the “**Company**”), and in accordance with resolutions adopted at that time, the Agency undertook a project consisting of: (A)(i) the acquisition of an interest in approximately 35 acres of real property improved with an approximately 25,000 square foot building (the “**Existing Building**”) located at 52 Pulaski Street, in the Town of Albion, New York, Oswego County (tax map no. 088.18-02-02) (the “**Land**”); (ii) the interior demolition, renovation and build-out of the Existing Building to house an approximately forty-two (42) room hotel, restaurant, parking, meeting rooms and affiliated amenities, all located on the Land; (iii) the installation on the Land and in the Existing Building of equipment (the “**2013 Equipment**” and together with the Existing Building, collectively, the “**Original Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in connection with the Original Project Facility, the Company and the Agency executed and delivered, inter alia, a payment in lieu of taxes agreement dated as of March 1, 2013 (the “**Original PILOT Agreement**”); and

**WHEREAS**, in 2016, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the continuation of a leasehold interest in the Land; the construction of a new 10,000 square foot addition to the Existing Building for use as a full service banquet and catering facility and the expansion of the parking facility and other related site work (the “**First Addition**”); the installation on the Land and in the First Addition of equipment (the “**2016 Equipment**” and together with the First Addition, collectively, the “**2016 Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in connection with the 2016 Project Facility, the Company and the Agency executed and delivered, inter alia, an amended payment in lieu of taxes agreement dated as of June 1, 2016 (the “**Amended PILOT Agreement**”); and

**WHEREAS**, in 2017, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 24,000 square foot new building for use as approximately forty-six (46) additional guest rooms and spa facility along with related site work (collectively, the “**2017 Facility**”) complementing the Original Project Facility and the 2016 Project Facility, all located on the Land; (iii) the acquisition of and installation in and around the Land and the 2017 Facility of various machinery, equipment and furnishings (collectively the “**2017 Equipment**” and together with the Original Project Facility and the 2016 Project Facility collectively, the “**2017 Project Facility**”); (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in connection with the 2017 Project Facility, the Company and the Agency executed and delivered, inter alia, a second amended and restated payment in lieu of taxes agreement dated as of June 1, 2016 (the “**Second Amended PILOT Agreement**”); and

**WHEREAS**, the Company submitted an application to the Agency on or about March 22, 2021 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 25,000 square foot three-story building containing approximately twenty-one (21) additional large guest room suites along with related site work (collectively, the “**Facility**”) complementing the 2017 Project Facility; (iii) the acquisition of and installation in the Facility of various machinery, equipment and furnishings (collectively the “**Equipment**”) (the Land, Facility, the Equipment and the 2017 Project Facility are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition of an interest in the Equipment pursuant to a bill of sale; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Company has represented that the Project Facility is located in a “highly distressed area” as that term is defined in the Act; and

**WHEREAS**, the Agency adopted a resolution on March 26, 2021 describing the Project, the Financial Assistance and authorizing a public hearing (the “**Initial Resolution**”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on April 4, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated April 6, 2021; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake of the Project constitutes such an action; and

**WHEREAS**, on April 22, 2021, the Agency adopted a resolution determining that pursuant to the State Environmental Quality Review that the Project constitutes an Unlisted Action requiring no further review under SEQRA and issued a negative declaration (the “**SEQRA Resolution**”); and

**WHEREAS**, on April 22, 2021, the Agency adopted a Resolution (the “**Inducement Resolution**”) undertaking the Project and appointing the Company as its agent for purposes of completing the Project Facility; and

**WHEREAS**, in the Application, the Company also requested that the Agency consider amending the existing payment in lieu of taxes agreement (the “*PILOT Agreement*”) currently in place with respect to the Original Project Facility 2016 Project Facility 2017 Project Facility to include the Project Facility, and the payment in lieu of tax schedule (the “*PILOT Schedule*”), more fully described on **Exhibit “A”** attached hereto; and

**WHEREAS**, such PILOT Schedule constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (“*UTEP*”) established pursuant to Section 874(4) of the Act, but comports with other payment in lieu of taxes schedules relative to other similar projects; and

**WHEREAS**, by letters dated April 13, 2021, the Agency gave to the chief executive officers of the affected taxing jurisdictions notice pursuant to Section 874 of the Act of this meeting at which the Agency would consider the Company’s request for a PILOT schedule which deviates from the UTEP; and

**WHEREAS**, prior to the date hereof, the Agency responded to all communications and correspondence received from the affected taxing jurisdictions regarding the proposed deviation from the UTEP; and

**WHEREAS**, no representatives from the affected tax jurisdictions were present at this meeting to address the Agency regarding such proposed deviation from the UTEP; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the Town of Albion, (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; (iii) will induce the Company to undertake the Project and will serve the purposes of the Act by advancing job opportunities, create and/or preserve permanent private sector jobs in the State; and (iv) will advance the health, general prosperity and economic welfare of the people of the State and the County of Oswego and improve their standard of living;

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** The Agency ratifies all prior resolutions adopted in connection with this proposed Project (collectively, the “Resolutions”).

**Section 3.** Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT Schedule, as set forth in the **Exhibit “A”** attached hereto, the PILOT Schedule is hereby approved subject to the terms and conditions of the Resolutions. The Chief Executive Officer and the (Vice) Chairperson of the Agency are each hereby authorized to execute and deliver a PILOT agreement and any related documents reflecting the PILOT Schedule either by amending the Second Amended PILOT Agreement or entering into a new agreement in a form substantially similar to PILOT agreements used in similar transactions with the Agency which is acceptable to the Chief Executive Officer or the (Vice) Chairperson upon advice of counsel.

**Section 4.** No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 5.** A copy of this Resolution, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 6.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution as well as all previously approved Resolutions.

**Section 7.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance, including, but not limited to, an amended PILOT agreement.

**Section 8.** This Resolution shall take effect immediately.



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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “*Agency*”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “*Open Meetings Law*”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

---

Gary Toth  
Chair

(SEAL)

**EXHIBIT “A”**

**PILOT SCHEDULE**

Term: 20 Years

Assessed Value: 2021 Tentative Assessed Value is \$6,000,000.

The following schedule is associated with the initial buildout and applies to assessment up to \$2,100,000 Base Assessment.

<u>Years</u>	<u>Exemption</u>
2021	30%
2022	20%
2023	10%

The following schedule is associated with the banquet and catering expansion project and applies to any increase in assessment above the Base Assessment up to \$3,500,000.

<u>Years</u>	<u>Exemption</u>
2021	75%
2022	60%
2023	60%
2024	60%
2025	60%
2026	60%
2027	50%
2028	50%
2029	40%
2030	40%
2031	30%
2032	30%
2033	20%
2034	20%
2035	10%
2036	10%

The following schedule is associated with the hotel expansion and spa facility and applies on any increase in net assessment above \$3,500,000.

Years	Exemption
2021	75%
2022	75%
2023	75%
2024	75%
2025	60%
2026	60%
2027	60%
2028	60%
2029	60%
2030	50%
2031	50%
2032	40%
2033	40%
2034	30%
2035	30%
2036	20%
2037	20%
2038	10%
2039	10%

Connected with the proposed expansion detailed above, the following schedule would apply to any increase in net assessment above the 2021 Tentative Assessment of \$6,000,000.

Years	Exemption
1-5	75%
6-10	60%
11-12	50%
13-14	40%
15-16	30%
17-18	20%
19-20	10%

Annual payments would be distributed on a pro-rata basis to each taxing authority based on current year’s tax rates.

All current PILOT schedules would remain in place and would not be affected by this amendment. There would be one PILOT payment made. All special district taxes would not be subject to the PILOT schedule and would be payable in full by the Company and should be billed to the Company accordingly.

## FINAL APPROVING RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2013, at the request of Altmar Genesee LLC, a New York limited liability company (the “*Company*”), and in accordance with resolutions adopted at that time, the Agency undertook a project consisting of: (A)(i) the acquisition of an interest in approximately 35 acres of real property improved with an approximately 25,000 square foot building (the

“**Existing Building**”) located at 52 Pulaski Street, in the Town of Albion, New York, Oswego County (tax map no. 088.18-02-02) (the “**Land**”); (ii) the interior demolition, renovation and build-out of the Existing Building to house an approximately forty-two (42) room hotel, restaurant, parking, meeting rooms and affiliated amenities, all located on the Land; (iii) the installation on the Land and in the Existing Building of equipment (the “**2013 Equipment**” and together with the Existing Building, collectively, the “**Original Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in 2016, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the continuation of a leasehold interest in the Land; the construction of a new 10,000 square foot addition to the Existing Building for use as a full service banquet and catering facility and the expansion of the parking facility and other related site work (the “**First Addition**”); the installation on the Land and in the First Addition of equipment (the “**2016 Equipment**” and together with the First Addition, collectively, the “**2016 Project Facility**”); and (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, in 2017, at the request of the Company, and in accordance with resolutions adopted at that time, the Agency undertook another project consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 24,000 square foot new building for use as approximately forty-six (46) additional guest rooms and spa facility along with related site work (collectively, the “**2017 Facility**”) complementing the Original Project Facility and the 2016 Project Facility, all located on the Land; (iii) the acquisition of and installation in and around the Land and the 2017 Facility of various machinery, equipment and furnishings (collectively the “**2017 Equipment**” and together with the Original Project Facility and the 2016 Project Facility collectively, the “**2017 Project Facility**”); (B) the grant of certain financial assistance with respect thereto; and

**WHEREAS**, the Company submitted an application to the Agency on or about March 22, 2021 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (A)(i) the acquisition or continuation of a leasehold interest in the Land; (ii) the construction of a new approximately 25,000 square foot three-story building containing approximately twenty-one (21) additional large guest room suites along with related site work (collectively, the “**Facility**”) complementing the 2017 Project Facility; (iii) the acquisition of and installation in the Facility of various machinery, equipment and furnishings (collectively the “**Equipment**”) (the Land, Facility, the Equipment and the 2017 Project Facility are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition of an interest in the Equipment pursuant to a bill of sale; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Agency adopted a resolution on March 26, 2021 (the “**Initial Resolution**”) entitled:

**RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY AT THE REQUEST OF THE ALTMAR GENESEE LLC CONSTITUTES A PROJECT AND DESCRIBING THE FINANCIAL ASSISTANCE REQUESTED IN CONNECTION THEREWITH AND AUTHORIZING A PUBLIC HEARING**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 15, 2021 pursuant to Section 859-a of the Act, notice of which was published on April 4, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated April 6, 2021; and

**WHEREAS**, the Agency adopted a resolution on April 22, 2021 (the “*SEQRA Resolution*”) entitled:

**RESOLUTION CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DETERMINING THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, the Agency adopted a resolution on April 22, 2021 (the “*Inducement Resolution*”) entitled:

**RESOLUTION AUTHORIZING THE UNDERTAKING OF THE ACQUISITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT, APPOINTING ALTMAR GENESEE LLC (THE “COMPANY”) AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, EQUIPPING AND COMPLETION OF THE PROJECT; APPROVING CERTAIN FINANCIAL ASSISTANCE; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, for purposes of exemption from State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but

excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the Town of Albion, (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; (iii) undertaking the Project will serve the purposes of the Act by advancing job opportunities, create and/or preserve permanent private sector jobs in the State; and (iv) advance the health, general prosperity and economic welfare of the people of the State and the County of Oswego and improve their standard of living; and

**WHEREAS**, the Agency adopted a resolution on April 22, 2021 (the “**PILOT Resolution**”) entitled:

**RESOLUTION APPROVING A PAYMENT IN LIEU OF  
TAX SCHEDULE AND AUTHORIZING THE EXECUTION  
AND DELIVERY OF CERTAIN DOCUMENTS BY THE  
AGENCY IN CONNECTION WITH A CERTAIN PROJECT  
UNDERTAKEN AT THE REQUEST OF THE COMPANY**

which resolution is in full force and effect and has not been amended or modified.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:

- a) Ratifies the findings in its Initial, SEQRA, Inducement and PILOT Resolutions.
- b) The granting of the Financial Assistance will be an inducement to the Company to develop the Project in the Town of Albion and County of Oswego; and will assist the Company in its expansion.



- c) The commitment of the Agency to provide the Financial Assistance to the Company will assist the Company to acquire, construct, install, equip and complete the Project Facility.
- d) The acquisition, construction, installing, equipping, completion and operation of the Project Facility will promote the local economy will advance the job opportunities, health, general prosperity and economic welfare of the people of the County of Oswego.
- e) The acquisition of a controlling interest in the Project Facility by the Agency and the designation of Company as the Agency's agent for the acquisition, construction, installing, equipping and completion of the Project will be an inducement to the Company to acquire, construct, install, equip and complete the Project Facility in the Town of Albion, County of Oswego, and will serve the purposes of the Act by, among other things, promoting job opportunities and the general prosperity and economic welfare of the inhabitants of the County of Oswego; and the granting of the Financial Assistance is a necessary component to the financing of the Project.
- f) The Project will not result in the removal of any commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.
- g) The Project is located in a "highly distressed area", as such term is defined in the Act. The Project will serve the public purposes of the Act by preserving permanent, private sector jobs or increasing the overall number of permanent, private sector jobs in the State. The Agency is authorized to provide Financial Assistance in respect of the Project pursuant to Section 862(2)(b)(ii) of the Act; provided however, that no Financial Assistance shall be provided to the Project by the Agency until the applicable provisions of Section 862(2)(c) of the Act have been complied with.

**Section 3.** Subject to the conditions set forth in Section 4.02 of the Agreement and the Project Agreement (as those terms are defined in the Inducement Resolution), this Resolution, the SEQRA Resolution, the Inducement Resolution and the PILOT Resolution (collectively the "**Resolutions**") and satisfaction of the requirements set forth in Section 862(2)(c) of the Act, the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease or continue to lease the Land and Facility from the Company pursuant to a lease agreement between the Agency and the Company (the "**Company Lease**") and acquire an interest in the Equipment pursuant to a bill of sale from the Company (the "**Bill of Sale**"); and sublease the Project Facility to the Company, pursuant to a sublease agreement (the "**Agency Lease**" and together with the Bill of Sale and the Company Lease, the "**Lease Documents**") all of which shall be consistent with this Resolution and approved by the Chief Executive Officer or (Vice) Chairperson of the Agency upon the advice of counsel to the Agency;"); (C) secure the Company's borrowings with respect to the Project Facility, by joining in one or more construction or permanent mortgages on the Project Facility in favor of the Company's lender(s), in such form and substance as shall be

consistent with this resolution and approved by the Chief Executive Officer or (Vice) Chairperson of the Agency upon the advice of counsel to the Agency and pledging and assigning to such lender(s), if any, certain rights and remedies of the Agency under any lease agreement by the execution and delivery of a pledge and assignment which shall be consistent with this Resolution and approved by the Chief Executive Officer or (Vice) Chairperson of the Agency upon the advice of counsel to the Agency (collectively, the “*Lender Documents*”); and (D) execute and deliver any other documents necessary to effectuate the intent of the Resolutions and the granting of the Financial Assistance as contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

**Section 4.** The Chief Executive Officer and/or (Vice) Chairperson are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the Lease Documents, the Lender Documents and any other document and agreement identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by the Resolutions. The execution thereof by the Chief Executive Officer or (Vice) Chairperson shall constitute conclusive evidence of such approval.

**Section 5.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 6.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 7.** The Chief Executive Officer and the (Vice) Chairperson of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 8.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and to consummate the transactions contemplated by this Resolution.

**Section 9.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.



## SEQRA RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DETERMINING THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2018, the Agency at the request of Camelot Lodge LLC, a New York State limited liability company (the “*Company*”) undertook a project the “*Original Project*”) and

consisting of: (A)(i) the acquisition of a leasehold interest in approximately 43,139 square feet of improved real property located at 249 West First Street, City of Oswego, County of Oswego, State of New York (the “**Original Land**”); (ii) renovation of an existing approximately 15,500 square foot, three story building for use as a mixed use facility consisting of approximately 5,500 square feet of commercial space on the first floor and approximately 10,000 aggregate square feet on the second and third floors to contain 10 market rate apartments (the “**Original Facility**”); and (iii) the acquisition and installation in and around the Original Facility and/or for use in connection with the Original Project of various machinery, equipment and furnishings (the “**Original Equipment**”) (the Original Land, Original Facility and Original Equipment are hereinafter collectively referred to as the “**Original Project Facility**”); (B) granting certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and State and local sales and use tax (collectively the “**Original Financial Assistance**”); (C) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Original Equipment pursuant to a bill of sale from the Company; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, due to unexpected construction delays and the onset of the COVID-19 pandemic, there have been significant delays in the completion of the Original Project; and

**WHEREAS**, on or about February 22, 2021, the Company submitted an application to the Agency (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency undertake a new project (the “**New Project**” and together with the Original Project, the “**Project**”) consisting of: (A) (i) the acquisition or continuation of a leasehold interest in the Original Land and all or a portion of property currently located at 251-265 West First Street, City of Oswego, County of Oswego, State of New York (collectively, the “**New Land**” and together with the Original Land, the “**Land**”); (ii) (a) the continued renovation of (1) the Original Facility, and (b) the renovation of an existing approximately 4,500 square foot building to contain 6 market rate townhouse multi-floor apartments (the “**New Facility**” and, together with the Original Facility, the “**Facility**”), all located on the Land; (iii) the acquisition of and installation in the New Facility of various machinery, equipment and furnishings (collectively the “**New Equipment**” and together with the Original Equipment, the “**Equipment**”) (the New Land, New Facility and New Equipment are hereinafter collectively referred to as the “**New Project Facility**” and together with the Original Project Facility, the “**Project Facility**”); (B) the granting of certain financial assistance with respect to the Project Facility in the form of exemption from certain real property taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax and a lease transaction for the purchase of equipment to be used in the Project Facility in an amount not to exceed \$200,000 (the “**Equipment Lease**”) (collectively, the “**New Financial Assistance**” and together with the Original Financial Assistance, the “**Financial Assistance**”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Company is the current owner of the New Land and New Facility and continues to own the Original Project Facility; and

**WHEREAS**, pursuant to SEQRA, the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency and the approval of the Project and grant of Financial Assistance constitute such an action; and

**WHEREAS**, to aid the Agency in determining whether the Project may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “*EAF*”), a copy of which is on file in the office of the Agency and is readily accessible to the public; and

**WHEREAS**, the Agency has examined and reviewed the EAF and related Project materials in order to classify the Project and make a determination as to the potential significance of the Project pursuant to SEQRA.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

(1) Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

- (a) The Project consists of the components described above;
- (b) The Original Project was previously subject to a thorough environmental review resulting in the issuance of a negative declaration under SEQRA;
- (c) The New Project represents a minor change from the Original Project;
- (d) The Project constitutes an “Unlisted Action” (as said quoted term is defined in SEQRA);
- (c) The Agency declares itself “Lead Agency” (as said quoted term is defined in SEQRA) with respect to an uncoordinated review of the Project pursuant to SEQRA; and
- (d) The Project will preserve the existing Project Facility, contribute to the vitality of the surrounding area, and will not negatively impact neighboring properties or structures; and
- (e) The Project will not have a significant effect on the environment, and the Agency hereby issues a negative declaration for the Project pursuant to SEQRA, attached hereto as **Exhibit “A”**, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

(2) A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)

**EXHIBIT "A"**  
**NEGATIVE DECLARATION**

*Exhibit B*  
**Short Environmental Assessment Form**  
**Part 1 - Project Information**

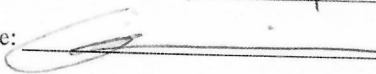
**Instructions for Completing**

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
<b>YMCA Redevelopment - Camelot Lodge, LLC</b>			
Name of Action or Project: <b>Renovation of YMCA and Pool Buildings</b>			
Project Location (describe, and attach a location map): <b>249 W. First St. and portion of Tax ID: 128.63-03-04</b>			
Brief Description of Proposed Action:  <b>Redevelop former YMCA and YMCA pool buildings into mixed use commercial and residential project. Already received special use variances.</b>			
Name of Applicant or Sponsor: <b>Anthony Pauldine Camelot Lodge, LLC</b>		Telephone: <b>315-593-9872</b>	
Address: <b>190 5th Avenue</b>		E-Mail: <b>tpauldine@twcny.rr.com</b>	
City/PO: <b>Oswego</b>	State: <b>NY</b>	Zip Code: <b>13126</b>	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline	<input type="checkbox"/> Forest	<input type="checkbox"/> Agricultural/grasslands
<input type="checkbox"/> Wetland	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO YES
		<input checked="" type="checkbox"/> <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?		NO YES
		<input checked="" type="checkbox"/> <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,		NO YES
a. Will storm water discharges flow to adjacent properties?		<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?		<input checked="" type="checkbox"/> <input type="checkbox"/>
If Yes, briefly describe:		<input type="checkbox"/> <input checked="" type="checkbox"/>
<u>STORMWATER WILL BE DIRECTED TO EXISTING SYSTEMS, NO CHANGES NEEDED.</u>		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:		NO YES
		<input checked="" type="checkbox"/> <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:		NO YES
		<input checked="" type="checkbox"/> <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:		NO YES
		<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Anthony Pauline</u>		Date: <u>2/22/2021</u>
Signature: 		Title: _____

Project:

Date:

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Short Environmental Assessment Form  
 Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Oswego Industrial Development Agency

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Name of Lead Agency

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Gary T. Toth

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Print or Type Name of Responsible Officer in Lead Agency

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Signature of Responsible Officer in Lead Agency

---

Date

---

Chair

---

Title of Responsible Officer

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Signature of Preparer (if different from Responsible Officer)

## INDUCEMENT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

**RESOLUTION UNDERTAKING THE ACQUISITION, RENOVATION, INSTALLATION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT, APPOINTING CAMELOT LODGE LLC (THE “COMPANY”) AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RENOVATION, INSTALLATION, EQUIPPING AND COMPLETION OF THE PROJECT; APPROVING CERTAIN FINANCIAL ASSISTANCE; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and



**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2018, the Agency at the request of Camelot Lodge LLC, a New York limited liability company (the “*Company*”) undertook a project the “*Original Project*”) consisting of: (A)(i) the acquisition of a leasehold interest in approximately 43,139 square feet of improved real property located at 249 West First Street, City of Oswego, County of Oswego, State of New York (the “*Original Land*”); (ii) renovation of an existing approximately 15,500 square foot, three story building for use as a mixed use facility consisting of approximately 5,500 square feet of commercial space on the first floor and approximately 10,000 aggregate square feet on the second and third floors to contain 10 market rate apartments (the “*Original Facility*”); and (iii) the acquisition and installation in and around the Original Facility and/or for use in connection with the Original Project of various machinery, equipment and furnishings (the “*Original Equipment*”) (the Original Land, Original Facility and Original Equipment are hereinafter collectively referred to as the “*Original Project Facility*”); (B) granting certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and State and local sales and use tax (collectively the “*Original Financial Assistance*”); (C) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Original Equipment pursuant to a bill of sale from the Company; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, on or about February 22, 2021, the Company submitted an application to the Agency (the “*Application*”), a copy of which is on file at the office of the Agency, requesting the Agency undertake a new project (the “*New Project*” and together with the Original Project, the “*Project*”) consisting of: (A) (i) the acquisition or continuation of a leasehold interest in the Original Land and all or a portion of property currently located at 251-265 West First Street, City of Oswego, County of Oswego, State of New York (collectively, the “*New Land*” and together with the Original Land, the “*Land*”); (ii) (a) the continued renovation of (1) the Original Facility, and (b) the renovation of an existing approximately 4,500 square foot building to contain 6 market rate townhouse multi-floor apartments (the “*New Facility*” and, together with the Original Facility, the “*Facility*”), all located on the Land; (iii) the acquisition of and installation in the New Facility of various machinery, equipment and furnishings (collectively the “*New Equipment*” and together with the Original Equipment, the “*Equipment*”) (the New Land, New Facility and New Equipment are hereinafter collectively referred to as the “*New Project Facility*” and together with the Original Project Facility, the “*Project Facility*”); (B) the granting of certain financial assistance with respect to the Project Facility in the form of exemption from certain real property taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax and a lease transaction for the purchase of equipment to be used in the Project Facility in an amount not to exceed \$200,000 (the “*Equipment Lease*”) (collectively, the “*New Financial Assistance*” and together with the Original Financial Assistance, the “*Financial Assistance*”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of

sale from the Company; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Company, is the current owner of the New Land and New Facility and continues to own the Original Project Facility; and

**WHEREAS**, the Project Facility is located in a “highly distressed area” as that term is defined in the Act; and

**WHEREAS**, the Agency adopted a resolution on March 26, 2021 describing the Project, the Financial Assistance and authorizing a public hearing (the “**Initial Resolution**”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 8, 2021 pursuant to Section 859-a of the Act, notice of which was published on March 21, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated March 23, 2021; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake of the Project constitutes such an action; and

**WHEREAS**, on April 22, 2021, the Agency adopted a resolution determining that pursuant to the State Environmental Quality Review the Project constitutes an Unlisted Action requiring no further review under SEQRA and issued a negative declaration (the “**SEQRA Resolution**”); and

**WHEREAS**, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

**WHEREAS**, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Oswego, County of Oswego; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing job opportunities, the health, general prosperity and economic welfare of the people of the State and the County of Oswego and improve their standard of living;

**NOW, THEREFORE,** be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, renovating, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:

- a. Ratifies the findings in its Initial and SEQR Resolutions.
- b. The Project constitutes a “project” within the meaning of the Act.
- c. The Project Facility is located in a ‘highly distressed area’ as that term is defined in the Act.
- d. The granting of the Financial Assistance will be an inducement to the Company to develop the Project in the City of Oswego, County of Oswego. The Financial Assistance consists solely of exemptions from real estate transfer taxes, real property taxes, mortgage recording taxes (except as limited by Section 874 of the Act) and State and local sales and use tax.
- e. The commitment of the Agency to provide Financial Assistance to the Company will enable the Company to undertake the Project.
- f. The acquisition, renovation, installation, equipping and completion of the Project will promote employment opportunities, help prevent economic deterioration in the City of Oswego by the creation and/or preservation of jobs and advance the health, general prosperity and economic welfare of the people of the State.
- g. The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for acquisition, renovation, installation, equipping and completion of the Project will be an inducement to the Company to acquire, renovate, install, equip and complete the Project Facility in the City of Oswego, County of Oswego, and will serve the purposes of the Act by, among other things, preserving and/or creating permanent private sector jobs, promoting job opportunities, health, general prosperity and economic welfare of the inhabitants of the County of Oswego; and the granting of the Financial Assistance

will assist in the financing the costs of the acquisition, renovation, installation, equipping and completion of the Project.

- h. The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

**Section 3.** Subject to the terms of this Resolution, the conditions set forth in Section 4.02 of the Agreement (as defined herein), the Agency's approval of the PILOT schedule and the execution and delivery of the Project Agreement (as defined herein), the Agency will: (i) acquire or continue a controlling interest in the Land and Facility pursuant to a lease agreement (the "**Company Lease**") to be entered into between the Company and the Agency and accept an interest in the Equipment, if any, pursuant to a bill of sale from the Company (the "**Bill of Sale**"); (ii) sublease the Project Facility to the Company pursuant to a sublease agreement (the "**Agency Lease**"), (iii) sublease a portion of the Equipment to the Company pursuant to a sublease agreement (the "**Equipment Lease**" and together with the Company Lease, the Bill of Sale, the Agency Lease, the Project Agreement (as defined herein) and any other certificates and documents deemed necessary by the Agency to undertake the Project, collectively, the "**Lease Documents**") to be entered into between the Agency and the Company and enter into the Equipment Lease; (iv) grant the approved Financial Assistance; (v) provided that no default shall have occurred and be continuing under the Agreement (as defined herein), the Lease Documents or any loan documents, and provided the Company has executed and delivered all documents and certificates required by the Agency in conjunction with the Agency's undertaking the Project, execute and deliver all other certificates and documents necessary or appropriate for the grant of the approved Financial Assistance requested by the Company, in form and substance acceptable to the Agency, or its commercial lender(s), in connection with financing for the Project, including but not limited to, one or more mortgages in favor of the Company's commercial lender(s).

**Section 4.** The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State sales and use tax exemptions benefits. Notwithstanding anything herein to the contrary, the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$73,600 and shall last no longer than two years from the execution and delivery of the Agency Documents.** The Agency may consider any request by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

**Section 5.** Notwithstanding anything herein to the contrary, the amount of mortgage recording tax exemption benefit comprising the Financial Assistance approved herein shall not exceed **\$12,000.**

**Section 6.** Notwithstanding anything herein to the contrary, the amount of real property tax abatement benefit comprising the Financial Assistance approved herein shall be approximately **\$275,905**, which such amount reflects the total estimated real property tax exemptions for the Project Facility (which constitute those taxes that would have been paid if the Project Facility were on the tax rolls and not subject to that certain payment in lieu of tax agreement between the Company and the Agency (the “PILOT Agreement”) of approximately **\$707,448**, less the estimated payments in lieu of taxes of approximately **\$431,543** to be made by the Company to the affected tax jurisdictions with respect to the Project Facility during the term of the PILOT Agreement. The approximate amount of estimated real property tax exemptions and the approximate amount of estimated payments in lieu of taxes are estimated based on an assumed assessed value of the Project Facility and assumed future tax rates of the affected tax jurisdictions, therefore the real property tax abatement benefit is estimated because it is calculated using the estimated real property tax exemptions. The actual amount of real property tax abatement benefit is subject to change over the term of the PILOT Agreement depending on any changes to assessed value and/or tax rates of the affected tax jurisdictions. **Exhibit “B”** attached hereto reflects the calculation used to determine the annual amount of the payments in lieu of taxes to be made to the affected tax jurisdictions in each year during the term of the PILOT Agreement.

**Section 7.** The Company may utilize, and is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”) to proceed with the renovation, installing, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Lease Documents. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project; and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the “**Commissioner**”) and the Agency upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. For purposes of exemption from State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

**Section 8.** As a further condition to the granting of the Financial Assistance, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit “A”** attached hereto and

presented at this meeting) (the “**Agreement**”) are hereby approved. The Chief Executive Officer or (Vice) Chairperson of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit “A”**, with changes in terms and form as shall be consistent with this Resolution and as the Chief Executive Officer or (Vice) Chairperson shall approve. The execution thereof by the Chief Executive Officer or (Vice) Chairperson shall constitute conclusive evidence of such approval.

**Section 9.** As an additional condition precedent to the extension of Financial Assistance, the Company shall acknowledge and agree, that the Agency shall, and in some cases may, recapture from the Company or any Additional Agents (as defined herein) the State and local sales and use tax exemption (the “**Recapture Amount**”) taken or purported to be taken by any such person to which the person or Project is not entitled or which are in excess of the amounts authorized or which are for property or services not authorized or taken in cases where such Company or Additional Agents failed to comply with a material term or condition to use property or services in the manner required by the Company or Additional Agents agreement with, or for the benefit of, the Agency. Such Company or Additional Agent shall cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such State sales and use exemptions benefits and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner to assess and determine State sales and use taxes due from the Company and/or Additional Agents under article twenty-eight of the tax law, together with any relevant penalties and interest due on such amounts. In addition, the Agency may recapture all other Financial Assistance in the event any of the foregoing occur or there is a Deficit (as defined in the Agency’s Recapture Policy).

**Section 10.** As another condition precedent to the extension of Financial Assistance, the Company and the Agency shall execute and deliver a project agreement (the “**Project Agreement**”) setting forth certain terms and conditions relative to the approved Financial Assistance.

**Section 11.** Subject to the due execution and delivery by the Company of the Agreement and the Project Agreement, the satisfaction of the conditions of this Resolution, the Agreement and the Project Agreement, and the payment by the Company of any attendant fees due to or incurred by the Agency, the Company is appointed the true and lawful agent of the Agency to proceed with the renovation, installation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The appointment made by this Section shall not be effective until the Agreement and the Project Agreement and an Environmental Compliance and Indemnification Agreement (as defined herein) by the Company in favor of the Agency have been duly executed and delivered by the Company.

**Section 12.** The Chief Executive Officer or (Vice) Chairperson of the Agency, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the

documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

**Section 13.** The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the execution and delivery of, among other things, an environmental compliance and indemnification agreement (the “*Environmental Compliance and Indemnification Agreement*”) in favor of the Agency in form and substance acceptable to the Agency and its counsel by the Company and some or all of its principals, in the discretion of the Chief Executive Officer or (Vice)Chairperson of the Agency.

**Section 14.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 15.** Should the Agency’s participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency’s counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

**Section 16.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 17.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 18.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

**Section 19.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.



STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

---

Gary Toth  
Chair

(SEAL)

## EXHIBIT “A”

### AGENCY/COMPANY AGREEMENT

This Agreement is between the County of Oswego Industrial Development Agency (the “*Agency*”) and Camelot Lodge LLC, a New York limited liability company (the “*Company*”).

**Article 1. Preliminary Statement.** Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to grant “financial assistance” (as defined in the Act) in connection with “Projects” (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable and designate an agent for renovating, installing and equipping “projects” (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to grant financial assistance, acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03(a). In 2018, the Agency at the request of Company, undertook a project the “*Original Project*”) consisting of: (A)(i) the acquisition of a leasehold interest in approximately 43,139 square feet of improved real property located at 249 West First Street, City of Oswego, County of Oswego, State of New York (the “*Original Land*”); (ii) renovation of an existing approximately 15,500 square foot, three story building for use as a mixed use facility consisting of approximately 5,500 square feet of commercial space on the first floor and approximately 10,000 aggregate square feet on the second and third floors to contain 10 market rate apartments (the “*Original Facility*”); and (iii) the acquisition and installation in and around the Original Facility and/or for use in connection with the Original Project of various machinery, equipment and furnishings (the “*Original Equipment*”) (the Original Land, Original Facility and Original Equipment are hereinafter collectively referred to as the “*Original Project Facility*”).

On or about February 22, 2021, the Company submitted an application to the Agency (the “*Application*”), a copy of which is on file at the office of the Agency, requesting the Agency undertake a new project (the “*New Project*” and together with the Original Project, the “*Project*”) consisting of: (A) (i) the acquisition or continuation of a leasehold interest in the Original Land and all or a portion of property currently located at 251-265 West First Street, City of Oswego, County of Oswego, State of New York (collectively, the “*New Land*” and together with the Original Land, the “*Land*”); (ii) (a) the continued renovation of (1) the Original Facility, and (b) the renovation of an existing approximately 4,500 square foot building to contain 6 market rate

townhouse multi-floor apartments (the “*New Facility*” and, together with the Original Facility, the “*Facility*”), all located on the Land; (iii) the acquisition of and installation in the New Facility of various machinery, equipment and furnishings (collectively the “*New Equipment*” and together with the Original Equipment, the “*Equipment*”) (the New Land, New Facility and New Equipment are hereinafter collectively referred to as the “*New Project Facility*” and together with the Original Project Facility, the “*Project Facility*”); (B) the granting of certain financial assistance with respect to the Project Facility in the form of exemption from certain real property taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax and a lease transaction for the purchase of equipment to be used in the Project Facility in an amount not to exceed \$200,000 (the “*Equipment Lease*”) (collectively, the “*New Financial Assistance*” and together with the Original Financial Assistance, the “*Financial Assistance*”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement.

1.03(b). All documents necessary to effectuate the Agency’s undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a company lease, a bill of sale, an agency lease, an agency equipment lease, a project agreement, an environmental compliance and indemnification agreement and a payment in lieu of tax agreement, shall be collectively referred to herein as the “*Lease Documents*”.

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency’s agent for the renovation, installation, equipping and completion of the Project Facility, and the appointment by the Company of one or more of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “*Additional Agents*”): (i) will be an inducement to it to renovate, equip and complete the Project Facility in the County of Oswego (the “*County*”); (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project will promote, create and/or preserve private sector jobs in the State and the County.

1.05. The Agency has determined that the acquisition or continuation of a controlling interest in, and the renovation, installation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06 On April 22, 2021, the Agency adopted a resolution (the “*Inducement Resolution*”) agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency’s agent for the acquisition, renovation, installation, equipping and completion of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **\$73,600** and mortgage recording

tax exemption benefits in an amount not to exceed **\$12,000**. The current estimated amount of real property tax exemption benefits is **\$275,905**, based on the estimated assessed value of the Land and Facility and the current tax rates of the taxing jurisdictions.

1.07 In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of renovation, installation, equipping and completion of the Project Facility, entering into contracts and doing all things requisite and proper for the renovation, installation, equipping and completion of the Project Facility.

**Article 2. Undertakings on the Part of the Agency.** Based upon the statements, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated the Company as the Agency's agent for acquiring, renovation, installing, equipping and completing the Project Facility.

2.02. The Agency will adopt such proceedings and authorize the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) appointment by the Company of Additional Agents, all for the renovation, installation, equipping and completion of the Project Facility subject to the terms of the Resolution and hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03 Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Sections 2.02, 3.06 and 4.02 hereof and in the Inducement Resolution, the Company may proceed with the renovation, installation, equipping and completion of the Project Facility and the utilization of and, as necessary, the appointment of Additional Agents.

2.05 Subject to Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency for the renovation, installation, equipping and completion of the Project Facility, and to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the renovation, installation, equipping and completion of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the

Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency’s review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

**Article 3. Undertakings on the Part of the Company.** Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein, the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, renovation, installation, equipping and completion of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing) whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, renovation, installation, equipping and completion of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker’s compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner’s protective coverage for the benefit of

the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such Company as may be approved by the Agency. The Company shall provide certificates and policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall include the Agency as a named insured under all public liability insurance policies obtained by the Company with respect to the Project Facility.

(h) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the City of Oswego, County of Oswego and any other governmental authority which approvals, permits and consents are required under applicable law for the development and renovation of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, renovation, installation, equipping and completion thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03 (a). The Company agrees that, as agent for the Agency, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute), it will comply with all the requirements Section 220 of the Labor Law of the State, as amended.

(b). The Company agrees that, whenever practicable, the Company shall hire employees and Additional Agents from the Agency's Labor Market Area which is defined to include the following counties: Oswego, Jefferson, Onondaga, Madison, Oneida and Cayuga.

3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the

same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06. The Company shall proceed with the acquisition, renovation, installation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may utilize, and was authorized to appoint, Additional Agents as agents of the Agency, in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each appointed Additional Agent which provides for: (i) the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each appointed Additional Agent; (ii) an acknowledgement by the Additional Agent to hire from the Labor Market Area during the construction period of the Project Facility whenever practicable; (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the New York State Department of Taxation and Finance on “Annual Report of Sales and Use Tax Exemptions” (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company with respect to this Project; (iv) an acknowledgment by the Additional Agent that in order to be entitled to the exemption, the Additional Agent shall present to the supplier or other vendor of materials or equipment for the Project Facility a completed “IDA Agent or Project Operator Exempt Purchase Certificate” (Form ST-123); (v) an acknowledgment by the Additional Agent that that the failure to comply with the foregoing will result in the loss and recapture of the exemption; and (vi) such other terms and conditions as the Agency deems necessary; and

(2) A completed “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss and recapture of the Company’s exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.07 The Company hereby ratifies and confirms its obligations to pay an administrative fee to the Agency in the amount of .75% of the Project costs. Such amount is due and payable in full at closing.

3.08. The Company hereby ratifies and confirms its obligations to pay an annual administrative reporting fee of \$500.00 to cover administrative and reporting requirements to comply with State reporting regulations on Agency assisted projects.

#### **Article 4. General Provisions.**

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder; (b) the Company, by executing this agreement, acknowledges and agrees to make, or cause its Additional Agents, whether appointed as an agent of the Agency in accordance with Section 3.06 hereof or not, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent; (c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same. Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act and in accordance with the Agency's Recapture Policy (which is published on the Agency's website or available at the Agency's office), the Agency shall recover, recapture, receive or otherwise obtain from the Company the portion of the Financial Assistance (the "***Recapture Amount***") consisting of: (1) (a) that portion of the State sales tax exemption to which the Project was not entitled, which is in excess of the amount of the State sales tax exemption authorized by the Agency to be taken by the Company or its subagents, if any, or which is for property or services not authorized by the Agency; or (b) the full amount of such State sales tax exemption, if the Company fails to comply with a material term or condition regarding the use of the property or services as represented to the Agency in its Application or otherwise; and (2) any interest or penalties thereon imposed by the Agency or by operation of law or by judicial order or otherwise; and (d) The failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties. In accordance with the Agency's Recapture Policy, the Agency may recapture all other Financial Assistance in the event of any of the foregoing occur or there is a Job Deficit, an Investment Deficit or a Reporting Failure (each as defined in the Agency's Recapture Policy). In addition to the foregoing, the Company acknowledges and agrees that for purposes of exemption from State sales and use taxation as part of the Financial Assistance requested, "sales and use



taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties; and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before eighteen (18) months from the execution hereof, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.02, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, renovation, installation, equipping and completion of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and special Agency counsel incurred in connection with the Project and will pay the fees of counsel for the Agency and special Agency counsel for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

**4.05. The Company acknowledges that Section 875(7) of the State General Municipal Law (“GML”) requires the Agency to post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the State Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency’s possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements**

**executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.**

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State and the United States District Court for the Northern District of the State, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have entered in this Agreement as of \_\_\_\_\_, 2021.

**COUNTY OF OSWEGO INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Gary Toth  
Chair

**CAMELOT LODGE LLC**

By: \_\_\_\_\_  
Anthony M. Pauldine  
[Title]

**EXHIBIT “B”**

**PILOT SCHEDULE**

Non-Mfg. UTEP: 10 Years

The UTEP exemption Schedule on the annual assessment applied to the annual tax rate. The Company will pay 100% of the taxes on the assessed value of the Project Facility until the scheduled payments below take effect.

<u>Year</u>	<u>Amount of Annual Exemption</u>
1	60%
2	60%
3	50%
4	50%
5	40%
6	40%
7	30%
8	30%
9	20%
10	10%
11	No Exemption

## PILOT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A CERTAIN PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2018, the Agency at the request of Camelot Lodge LLC, a New York State limited liability company (the “**Company**”) undertook a project the “**Original Project**”) consisting of: (A)(i) the acquisition of a leasehold interest in approximately 43,139 square feet of improved real property located at 249 West First Street, City of Oswego, County of Oswego, State of New York (the “**Original Land**”); (ii) renovation of an existing approximately 15,500 square foot, three story building for use as a mixed use facility consisting of approximately 5,500 square feet of commercial space on the first floor and approximately 10,000 aggregate square feet on the second and third floors to contain 10 market rate apartments (the “**Original Facility**”); and (iii) the acquisition and installation in and around the Original Facility and/or for use in connection with the Original Project of various machinery, equipment and furnishings (the “**Original Equipment**”) (the Original Land, Original Facility and Original Equipment are hereinafter collectively referred to as the “**Original Project Facility**”); (B) granting certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and State and local sales and use tax (collectively the “**Original Financial Assistance**”); (C) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Original Equipment pursuant to a bill of sale from the Company; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, in connection with the Original Project, the Company and the Agency executed and delivered, inter alia, a payment in lieu of taxes agreement dated as of February 1, 2018 (the “**Original PILOT Agreement**”); and

**WHEREAS**, due to unexpected construction delays and the onset of the COVID-19 pandemic, there have been significant delays in the completion of the Original Project; and

**WHEREAS**, on or about February 22, 2021, the Company submitted an application to the Agency (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency undertake a new project (the “**New Project**” and together with the Original Project, the “**Project**”) consisting of: (A) (i) the acquisition or continuation of a leasehold interest in the Original Land and all or a portion of property currently located at 251-265 West First Street, City of Oswego, County of Oswego, State of New York (collectively, the “**New Land**” and together with the Original Land, the “**Land**”); (ii) (a) the continued renovation of (1) the Original Facility, and (b) the renovation of an existing approximately 4,500 square foot building to contain 6 market rate townhouse multi-floor apartments (the “**New Facility**” and, together with the Original Facility, the “**Facility**”), all located on the Land; (iii) the acquisition of and installation in the New Facility of various machinery, equipment and furnishings (collectively the “**New Equipment**” and together with the Original Equipment, the “**Equipment**”) (the New Land, New Facility and New Equipment are hereinafter collectively referred to as the “**New Project Facility**” and together with the Original Project Facility, the “**Project Facility**”); (B) the granting of certain financial assistance with respect to the Project Facility in the form of exemption from certain real property taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax and a lease transaction for the purchase of equipment to be used in the Project Facility in an amount not to exceed \$200,000 (the “**Equipment Lease**”) (collectively, the “**New Financial Assistance**” and together with the Original Financial Assistance, the “**Financial Assistance**”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease

agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Project Facility is located in a Highly Distressed Area as that term is defined in the Act; and

**WHEREAS**, the Company, is the current owner of the New Land and New Facility and continues to own the Original Project Facility; and

**WHEREAS**, the Company has requested that the Agency enter into an amendment to the Original PILOT Agreement (the “***Proposed Amended PILOT Agreement***”) with respect to the Project Facility; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as “***SEQRA***”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA) and the preliminary agreement of the Agency to undertake of the Project constitutes such an action; and

**WHEREAS**, on April 22, 2021, the Agency adopted a resolution determining that pursuant to the State Environmental Quality Review that the Project constitutes an Unlisted Action requiring no further review under SEQRA and issued a negative declaration (the “***SEQRA Resolution***”); and

**WHEREAS**, on April 22, 2021 the Agency adopted a Resolution (the “***Inducement Resolution***”) undertaking the Project and appointing the Company as its agent for purposes of completing the Project Facility; and

**WHEREAS**, in the Application, the Company also requested that the Agency consider amending the Original PILOT Agreement to include the Project Facility, pursuant to a payment in lieu of tax schedule (the “***PILOT Schedule***”), more fully described on **Exhibit “A”** attached hereto; and such schedule constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (“***UTEP***”) established pursuant to Section 874(4) of the Act, but comports with other payment in lieu of taxes schedules relative to other similar projects; and

**WHEREAS**, by letters dated April 6, 2021, the Agency gave to the chief executive officers of the affected taxing jurisdictions notice pursuant to Section 874 of the Act of this meeting at which the Agency would consider the Company’s request for a PILOT schedule which deviates from the UTEP; and

**WHEREAS**, prior to the date hereof, the Agency responded to all communications and correspondence received from the affected taxing jurisdictions regarding the proposed deviation from the UTEP; and

**WHEREAS**, no representatives from the affected tax jurisdictions were present at this meeting to address the Agency regarding such proposed deviation from the UTEP; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Oswego, County of Oswego (the “**County**”), (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York (the “**State**”) to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) undertaking the Project will create and/or preserve permanent private sector jobs in the State and advance the health, general prosperity and economic welfare of the people of the State;

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** The Agency ratifies all prior resolutions passed in connection with this proposed Project (collectively, the “Resolutions”).

**Section 3.** Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT Schedule, as set forth in the **Exhibit “A”** attached hereto, the PILOT Schedule is hereby approved subject to the terms and conditions of the Resolutions. The Chief Executive Officer and the (Vice) Chairperson of the Agency are each hereby authorized to execute and deliver the Proposed Amended PILOT Agreement and any related documents reflecting the PILOT Schedule in a form substantially similar to PILOT agreements used in similar transactions with the Agency which is acceptable to the Chief Executive Officer or (Vice) Chairperson upon advice of counsel.

**Section 4.** No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 5.** A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.



**Section 6.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution as well as all previously approved Resolutions.

**Section 7.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance, including, but not limited to, an amended PILOT agreement.

**Section 8.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “*Agency*”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “*Open Meetings Law*”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

---

Gary Toth  
Chair

(SEAL)

**EXHIBIT “A”**

**PILOT SCHEDULE**

Non-Mfg. UTEP: 10 Years

The UTEP exemption Schedule on the annual assessment applied to the annual tax rate. The Company will pay 100% of the taxes on the assessed value of the Project Facility until the scheduled payments below take effect.

<u>Year</u>	<u>Amount of Annual Exemption</u>
1	60%
2	60%
3	50%
4	50%
5	40%
6	40%
7	30%
8	30%
9	20%
10	10%
11	No Exemption

## FINAL APPROVING RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

### **RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

**WHEREAS**, in 2018, the Agency at the request of Camelot Lodge LLC, a New York State limited liability company (the “**Company**”) undertook a project the “**Original Project**”) consisting of: (A)(i) the acquisition of a leasehold interest in approximately 43,139 square feet of improved real property located at 249 West First Street, City of Oswego, County of Oswego, State of New York (the “**Original Land**”); (ii) renovation of an existing approximately 15,500 square foot, three story building for use as a mixed use facility consisting of approximately 5,500 square feet of commercial space on the first floor and approximately 10,000 aggregate square feet on the second and third floors to contain 10 market rate apartments (the “**Original Facility**”); and (iii) the acquisition and installation in and around the Original Facility and/or for use in connection with the Original Project of various machinery, equipment and furnishings (the “**Original Equipment**”) (the Original Land, Original Facility and Original Equipment are hereinafter collectively referred to as the “**Original Project Facility**”); (B) granting certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the General Municipal Law) and State and local sales and use tax (collectively the “**Original Financial Assistance**”); (C) the lease of the Original Land and Original Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Original Equipment pursuant to a bill of sale from the Company; and the sublease of the Original Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, due to unexpected construction delays and the onset of the COVID-19 pandemic, there have been significant delays in the completion of the Original Project; and

**WHEREAS**, on or about February 22, 2021, the Company submitted an application to the Agency (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency undertake a new project (the “**New Project**” and together with the Original Project, the “**Project**”) consisting of: (A) (i) the acquisition or continuation of a leasehold interest in the Original Land and all or a portion of property currently located at 251-265 West First Street, City of Oswego, County of Oswego, State of New York (collectively, the “**New Land**” and together with the Original Land, the “**Land**”); (ii) (a) the continued renovation of (1) the Original Facility, and (b) the renovation of an existing approximately 4,500 square foot building to contain 6 market rate townhouse multi-floor apartments (the “**New Facility**” and, together with the Original Facility, the “**Facility**”), all located on the Land; (iii) the acquisition of and installation in the New Facility of various machinery, equipment and furnishings (collectively the “**New Equipment**” and together with the Original Equipment, the “**Equipment**”) (the New Land, New Facility and New Equipment are hereinafter collectively referred to as the “**New Project Facility**” and together with the Original Project Facility, the “**Project Facility**”); (B) the granting of certain financial assistance with respect to the Project Facility in the form of exemption from certain real property taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax and a lease transaction for the purchase of equipment to be used in the Project Facility in an amount not to exceed \$200,000 (the “**Equipment Lease**”) (collectively, the “**New Financial Assistance**” and together with the Original Financial Assistance, the “**Financial Assistance**”); and (C) the lease of the Land and Facility by the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, the Company, is the current owner of the New Land and New Facility and continues to own the Original Project Facility; and

WHEREAS, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on April 8, 2021 pursuant to Section 859-a of the Act, notice of which was published on March 21, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated March 23, 2021; and

WHEREAS, the Agency adopted a resolution on March 16, 2021 (the “*Initial Resolution*”) entitled:

**RESOLUTION DETERMINING THAT THE ACQUISITION, RENOVATION, EQUIPPING AND COMPLETION OF A MIXED-USE PROJECT AT THE REQUEST OF CAMELOT LODGE LLC CONSTITUTES A PROJECT AND DESCRIBING THE FINANCIAL ASSISTANCE REQUESTED IN CONNECTION THEREWITH AND AUTHORIZING A PUBLIC HEARING**

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on April 22, 2021 (the “*SEQRA Resolution*”) entitled:

**RESOLUTION CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DETERMINING THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

which resolution is in full force and effect and has not been amended or modified; and

WHEREAS, the Agency adopted a resolution on April 22, 2021 (the “*Inducement Resolution*”) entitled:

**RESOLUTION UNDERTAKING THE ACQUISITION, RENOVATION, INSTALLATION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT, APPOINTING CAMELOT LODGE LLC (THE “COMPANY”) AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, RENOVATION, INSTALLATION, EQUIPPING AND COMPLETION OF THE PROJECT; APPROVING CERTAIN FINANCIAL ASSISTANCE; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, for purposes of exemption from State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the City of Oswego, (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; (iii) undertaking the Project will serve the purposes of the Act by advancing job opportunities, create and/or preserve permanent private sector jobs in the State; and (iv) advance the health, general prosperity and economic welfare of the people of the State and the County of Oswego and improve their standard of living; and

**WHEREAS**, the Agency adopted a resolution on April 22, 2021 (the “*PILOT Resolution*”) entitled:

**RESOLUTION APPROVING A PAYMENT IN LIEU OF  
TAX SCHEDULE AND AUTHORIZING THE EXECUTION  
AND DELIVERY OF CERTAIN DOCUMENTS BY THE  
AGENCY IN CONNECTION WITH A CERTAIN PROJECT  
UNDERTAKEN AT THE REQUEST OF THE COMPANY**

which resolution is in full force and effect and has not been amended or modified;

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:



- (a) Ratifies the findings in its Initial, Inducement, SEQR and PILOT Resolutions.
- (b) The granting of the Financial Assistance will be an inducement to the Company to develop the Project in the City of Oswego, County of Oswego; and will assist the Company in its expansion.
- (c) The commitment of the Agency to provide the Financial Assistance to the Company will assist the Company to acquire, renovate, install, equip and complete the Project Facility.
- (d) The acquisition, renovation, installation, equipping and completion of the Project Facility will promote employment opportunities and help prevent economic deterioration in the City of Oswego and County of Oswego by the creation of both full and part-time jobs.
- (e) The renovation, installation, equipping and operation of the Project Facility and the attendant promotion of the local economy will advance the job opportunities, health, prosperity and economic welfare of the people of the County of Oswego and the granting of the Financial Assistance is a necessary component to the financing of the Project.
- (f) The Project will not result in the removal of any commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

**Section 3.** Subject to the conditions set forth in Section 4.02 of the Agreement, the Project Agreement (as those terms are defined in the Inducement Resolution), this Resolution, the Inducement Resolution, the SEQR Resolution and the PILOT Resolution (collectively the “**Resolutions**”), the Agency will: (A) acquire or continue to hold a controlling interest in the Project Facility; (B) lease or continue to lease the Land and Facility from the Company pursuant to a lease agreement between the Agency and the Company (the “**Company Lease**”), acquire an interest in the Equipment pursuant to one or more bills of sale from the Company (the “**Bill of Sale**”), sublease the Project Facility to the Company, pursuant to a sublease agreement (the “**Agency Lease**”) and sublease a portion of the Equipment to the Company (the “**Equipment Lease**” and together with the Company Lease, the Bill of Sale, the Agency Lease and the Project Agreement, the “**Lease Documents**”) and enter into the Equipment Lease all of which shall be consistent with this Resolution and approved by the Chief Executive Officer or (Vice) Chairperson of the Agency upon the advice of counsel to the Agency; (C) secure the Company’s borrowings with respect to the Project Facility by joining in one or more construction or permanent mortgages on the Project Facility in favor of the Company’s lender(s), in such form and substance as shall be consistent with this Resolution and approved by the Chief Executive Officer or (Vice) Chairperson of the Agency upon the advice of counsel to the Agency and pledging and assigning to such lender(s), if any, certain rights and remedies of the Agency under any lease agreement by the execution and delivery of a pledge and assignment which shall be consistent with this Resolution and approved by the

Chief Executive Officer or (Vice) Chairperson of the Agency upon the advice of counsel to the Agency (collectively, the “*Lender Documents*”); and (D) execute and deliver any other documents necessary to effectuate the intent of the Resolutions and the granting of the Financial Assistance as contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

**Section 4.** The Chief Executive Officer and/or (Vice) Chairperson are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the Lease Documents, the Lender Documents, any other documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by the Resolutions. The execution thereof by the Chief Executive Officer or (Vice) Chairperson shall constitute conclusive evidence of such approval.

**Section 5.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 6.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 7.** The Chief Executive Officer and/or (Vice) Chairperson of the Agency are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 8.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and to consummate the transactions contemplated by this Resolution.

**Section 9.** This Resolution shall take effect immediately.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chair of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “*Agency*”) held on April 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “*Open Meetings Law*”), as modified by New York State Executive Order 202.1 (as amended and extended), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on April 22, 2021.

\_\_\_\_\_  
Gary Toth  
Chair

(SEAL)

**RESOLUTION APPROVING EXTENSION OF  
SALES AND USE TAX EXEMPTION**

A regular meeting of the County of Oswego Industrial Development Agency convened in public session on April 22, 2021 at 10:00 a.m., remotely by conference call or similar service pursuant to New York State Executive Order 202.1 (as amended and extended), the meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., H. Leonard Schick, Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell, Austin Wheelock and Teresa Woolson

The following resolution was duly offered and seconded:

**RESOLUTION AUTHORIZING THE EXTENSION OF  
THE SALES AND USE TAX EXEMPTION FOR GEO HOTEL  
CO., INC. AND DETERMINING OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, construction, reconstruction, renovation, installation and equipping of one or more “projects” (as defined in the Act); and

**WHEREAS**, on February 28, 2018 and December 18, 2018, the Agency duly adopted resolutions (collectively the “**Approving Resolution**”) in which it authorized the Agency to undertake a project (the “**Project**”) on behalf of Geo Hotel Co., Inc. (the “**Company**”) a New York corporation, consisting of: (A) (i) the acquisition of a leasehold interest in approximately 1.13 acres of real property located at 60-90 East First Street, City of Oswego, State of New York (the “**Land**”) improved by an existing storage garage and a Quality Inn Hotel (the “**Hotel**”), all located on the Land; (ii) demolition of the storage garage and the construction of an approximately 16,000 square foot water park building adjacent and connected to the Hotel (the “**Facility**”); (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment and furnishings (collectively the “**Equipment**”) (the Land, the Hotel, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (as limited by Section 874 of the Act), State and local sales and use tax and entering a lease transaction for the purchase of equipment to be used in the Project Facility in an amount not to exceed \$500,000 (the “**Equipment Lease**”) (collectively, the “**Financial Assistance**”); and (C) the lease of the Land, the Hotel and the Facility by the Company to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and the lease of certain Equipment to the Company; and

**WHEREAS**, by the Approving Resolution, the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2018 (the “**Lease Agreement**”) between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “**Basic Documents**”); and

**WHEREAS**, simultaneously with the execution and delivery of the Lease Agreement (the “**Closing**”), (A) the Agency granted Financial Assistance in the form of a sales and use tax exemption (the “**Sales Tax Exemption**”) related to the construction, installation and equipping of the Project Facility and (B) the Agency filed with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “**Thirty-Day Sales Tax Report**”); and

**WHEREAS**, pursuant to a resolution duly adopted by the Agency on June 29, 2020, the Agency approved the extension of the appointment of the Company as temporary agent of the Agency for sales and use tax purposes until June 30, 2021; and

**WHEREAS**, the Agency and the Company entered into an Amendment to Project Agreement dated June 29, 2020 (the “**Amendment to Project Agreement**”) in order to memorialize the extension of the appointment of the Company as temporary agent of the Agency for sales and use tax purposes until June 30, 2021; and

**WHEREAS**, due to the COVID-19 pandemic, there have been unanticipated delays in the construction, installation and equipping of the Project Facility; and

**WHEREAS**, the Company has requested that the Agency extend its appointment of the Company as temporary agent of the Agency for State and local sales and use tax purposes until June 30, 2022; and

**WHEREAS**, in connection with the extension of the appointment of the Company as agent of the Agency for sales and use tax purposes, the Agency and the Company will enter into an Second Amendment to the Project Agreement (the “*Second Amendment*”);

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), the Agency must determine the potential environmental significance of the extension of the appointment of the Company as an agent of the Agency for sales and use tax purposes in connection with the Second Amendment (the “*Transaction*”);

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE OSWEGO COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

**Section 1.** Pursuant to SEQRA, the Agency hereby finds and determines that:

(A) Pursuant to Section 617.5(c)(23) of the Regulations, the Transaction is a “Type II action” (as said quoted term is defined in the Regulations); and

(B) Therefore, the Agency hereby determines that no environmental impact statement or any other determination or procedure is required under the Regulations with respect to the Transaction.

**Section 2.** The Agency hereby finds and determines that:

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

(B) The extension of the appointment of the Company as temporary agent of the Agency of the Agency for sales and use tax purposes until June 30, 2022 will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of the County of Oswego, New York and the State of New York and improve their standard of living.

**Section 3.** In consequence of the foregoing, the Agency hereby determines to extend the appointment of the Company as temporary agent of the Agency for sales and use tax purposes until June 30, 2022. The Agency is hereby authorized to do all things necessary or appropriate for the accomplishment of the foregoing, and all acts heretofore taken by the Agency with respect to the Project are hereby approved, ratified and confirmed.

**Section 4.** The Agency is hereby authorized to execute and deliver the Second Amendment and such other documents as may be necessary to effectuate the extension of the appointment of

the Company as temporary agent of the Agency for sales and tax purposes until June 30, 2022 (the “*Sales Tax Documents*”). The form and substance of the Second Amendment and the Sales Tax Documents, in substantially the forms presented to this meeting and which, prior to the execution and delivery thereof, may be redated, are hereby approved.

**Section 5.** The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from New York State sales and use exemptions benefits.

**Section 6.** (A) The Chief Executive Officer or the (Vice) Chairman of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Second Amendment and the Sales Tax Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the forms thereof presented to this meeting with such changes, variation, omissions and insertions as the Chief Executive Officer or the (Vice) Chairman shall approve, the execution thereof by the Chief Executive Officer or the (Vice) Chairman to constitute conclusive evidence of such approval.

(B) The Chief Executive Officer or the (Vice) Chairman of the Agency are each hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency.

**Section 7.** 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 or provided for by the provisions of the Second Amendment and the Sales Tax Documents, and to execute and deliver all such additional certificates, instruments and documents, 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, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Second Amendment and the Sales Tax Documents binding upon the Agency.

**Section 8.** Neither the members nor officers of the Agency, nor any person executing the Second Amendment and the Sales Tax Documents on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution, issuance or delivery thereof or the transaction contemplated thereby.

**Section 9.** This Resolution shall take effect immediately.



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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	<u>Recuse</u>
Nick Canale, Jr.	X				
Tom Kells				X	
Tim Stahl	X				
H. Leonard Schick	X				
Morris Sorbello	X				
Gary T. Toth	X				
Barry Trimble	X				

The resolution was thereupon declared duly adopted.

