

Cheryl Robinson, Chair * **David Rowley**, Vice Chair * **Jeffrey Lord**, Treasurer * **Tom Armao**, Secretary
Craig Gelbsman * **Patricia Kennedy** * **Andrew Marietta** *

Jody Zakrevsky, CEO * **Joseph Scott**, Bond Counsel * **Kurt Schulte**, Counsel * **Meaghan Remillard**, Dir. of Finance and Administration*
Jordan Allen, Administrative Assistant

The Mission of Otsego Now is to transform Otsego County's economy so that it can provide a prosperous livelihood for all its residents by attracting and retaining business investment from established and growing firms that will bring high-paying skilled jobs to our community.

COIDA BOARD AGENDA

THURSDAY, OCTOBER 24TH, 2024

- ROLL CALL
- CHAIR'S REMARKS
- APPROVAL OF MEETING MINUTES
 - September 26th Board Meeting Minutes
 - October 10th Audit & Finance Committee Meeting Minutes and Project Committee Meeting Minutes
- REPORT OF THE AUDIT & FINANCE COMMITTEE AND TREASURER
- BILLS AND COMMUNICATIONS
- REPORT OF THE PROJECTS COMMITTEE
- NEW AND UNFINISHED BUSINESS
 - Adoption Of 4 Year Paris Budget for IDA
 - Adoption Of 4 Year Paris Budget for LDC
 - Approval Of 2025 Ida Budget
 - Resolution authorizing the sale of property
 - Authorizing the Ceo to sign intermunicipal agreements with the Town and Village of Richfield for water and sewer extensions from the Town to the Village
- PUBLIC COMMENT PERIOD
- EXECUTIVE SESSION (IF NEEDED)
- ADJOURNMENT

COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY

SEPTEMBER 26th, 2024

MEETING MINUTES

CALL TO ORDER

Vice Chair D. Rowley called to order the meeting of COIDA at 8:00am. Voting members present included:

Andrew Marietta
Jeffrey Lord
Patricia Kennedy
Cheryl Robinson

David Rowley
Craig Gelbsman
Tom Armao

Also, in attendance:

STAFF

Jody Zakrevsky, CEO
Jordan Allen, Administrative Assistant
Kurt Schulte, Agency Counsel (v)

GUESTS

Joe Scott, Bond Counsel (v)
Chris Canada, Bond Counsel (v)
Rick Mazardo, Vecino Group (v)
Hank Lobb, Springbrook
Tammie Harris, County of Otsego Planning Director
Trevor Fuller, County of Otsego Assistant Planning Director
Bridget Stith, Otsego Rural Housing Assistant Executive Director
Jeffrey Lewis, Ferrara Fiorenza PC

(v) – virtual

CHAIR'S REMARKS

Chair, C. Robinson, welcomed fellow board members, staff, and guests to the September board meeting and moved immediately onto the agenda.

PRESENTATION ON OTSEGO COUNTY HOUSING NEEDS 2024 FROM OTSEGO COUNTY PLANNING & ORHA

During the presentation Tammie Harris, Trevor Fuller, and Bridget Stith quickly reviewed the statistics and demographic information on housing for 2024 in Otsego County.

Below is the link to access the Assessment:

<https://cms2.revize.com/revize/otsegocountyny/FINAL%20Housing%20Needs%20Assessment%20Update%202024.pdf>

MEETING MINUTES

C. Robinson presented the meeting minutes from the August 22nd, 2024 COIDA board meeting. Board members were given a copy of the minutes prior to the meeting for review. C. Robinson also presented the September 12th Audit & Finance Committee minutes and Projects Committee minutes.

D, Rowley made a motion to approve the August 22, 2024 Board Meeting minutes and the September 12th, 2024 Audit & Finance Committee and Projects Committee Meeting minutes. The motion was seconded by T. Armao and was approved by the remaining members present.

BILLS & COMMUNICATIONS

M. Remillard reviewed all the bills that have been paid since the last board meeting. She noted that Cobleskill Stone has an invoice of \$34,000 they sent back because it was included in the \$112,000 that the IDA sent them. Next, most of the admin pilot fees for 2024 were received, only waiting for one. Lastly, a final bill for \$3,100 was received for the clean up of garbage and debris on Roundhouse Road.

COMMITTEE REPORTS

- Audit & Finance – The Audit & Finance Committee meeting was held on September 12, 2024.
- Governance Committee – The Governance Committee meeting was held on August 8, 2024. The Governance Committee meets quarterly, and the next meeting will take place on December 12th, 2024.
- Projects Committee – The Projects Committee meeting was held on September 12, 2024.

NEW BUSINESS / UNFINISHED BUSINESS

Vecino Group Cooperstown Housing Projects

- **Scoring Matrix for Deviation from Normal Pilot Under Uniform Policy:** J. Zakrevsky received a spreadsheet from the Vecino Group with a request of a pilot payment of \$46,500 for the first year, with a 2% increase for the next 30 years.
- **Cost Benefit Analysis:** Using MRV group population spreadsheets, J. Zakrevsky stated that it showed local cost ratio 12:1, resulting in a benefit higher than the cost.

- **Letter from Cooperstown Central School & Testimony:** At the public hearing on September 23, 2024 a letter was received opposing the housing project along with a testimony from the Mayor, Ellen Tillapaugh supporting the project.

Richfield Springs: J. Zakrevsky stated that the town attorney approved the water and sewer agreement.

The board then moved to vote on the following resolutions: SEQR, Deviation Approval, Approving, and Commercial Finding.

EXECUTIVE SESSION

C. Robinson made a motion to enter executive session with board members, staff, and counsel, under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 9:13 am for the following reasons: To discuss proposed acquisition, sale, or lease of property. D. Rowley seconded the motion, and it was approved by all board members present. The board entered executive session at 9:13 am.

C. Robinson made a motion to enter back into public session; D. Rowley seconded, and all members approved. The board exited executive session at 9:21 am.

PUBLIC COMMENT

There were no Public Comments for this meeting.

ADJOURNMENT

D. Rowley made a motion to adjourn the meeting of the IDA board at 9:23 am.

UPCOMING MEETING SCHEDULE

- COIDA/OCCRC Audit & Finance Committee Meeting / Projects Committee Meeting/– October 10th, 2024
- COIDA/OCCRC Board Meeting – October 24th, 2024

***All meetings are held at the Otsego Now offices at 189 Main Street, Oneonta. NY. 13820, unless otherwise specified.**

RESOLUTIONS

COMMERCIAL FINDING RESOLUTION VECINO GROUP NEW YORK, LLC PROJECT

A regular meeting of County of Otsego Industrial Development Agency (the "Agency") was convened in public session in the office of the Agency located at 189 Main Street, Suite 500 in the City of Oneonta, Otsego County, New York on September 26, 2024 at 8:00 o'clock a.m., local time.

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

PRESENT:

Cheryl Robinson	Chairperson
David Rowley	Vice Chairperson
Jeffrey C. Lord	Treasurer
Tom Armao	Secretary
Craig Gelbsman	Member
Patricia Kennedy	Member
Andrew Marietta	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Jody Zakrevsky	Chief Executive Officer
Meaghan Remillard	Director of Finance and Administration
Jordan Allen	Administrative Assistant
Kurt D. Schulte, Esq.	Agency Counsel
Christopher C. Canada, Esq.	Special Counsel

The following resolution was offered by Dave Rowley, seconded by Jeffrey Lord, to wit:

Resolution No. 0924-__

RESOLUTION (A) DETERMINING THAT THE PROPOSED VECINO GROUP NEW YORK, LLC PROJECT IS A COMMERCIAL PROJECT AND (B) MAKING CERTAIN FINDINGS REQUIRED UNDER THE GENERAL MUNICIPAL LAW.

WHEREAS, County of Otsego Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 252 of the 1973 Laws of New York, as amended, constituting Section 910-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial, manufacturing and industrial 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 and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in July, 2024, Vecino Group New York, LLC, a Missouri limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately 1.17 acre parcel of land located at 217 Main Street (Tax Map No. 115.17-1-52.00) in the Village of Cooperstown, Town of Otsego, Otsego County, New York (the “Land”), together with an existing building located thereon (the “Existing Facility”), (2) the demolition of the Existing Facility and the construction on the Land of an approximately three-story, 45,000 square foot building (the “New Facility”) (the Existing Facility and the New Facility being collectively referred to as the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company, or an affiliate thereof, as an approximately 50 unit multifamily affordable housing development and other directly or indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on August 22, 2024 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on September 9, 2024 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on September 9, 2024 at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (C) caused notice of the Public Hearing to be published on September 13, 2024 in The Daily Star, a newspaper of general circulation available to the residents of Village of Cooperstown and Town of Otsego, Otsego County, New York, (D) conducted the Public Hearing on September 23, 2024 at 11:00 a.m., local time at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency and (F) caused a copy of the Certified Public Hearing Resolution to be sent via certified mail, return receipt requested on September 9, 2024 to the chief executive officers of the County and of each city, town, village, and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act; and

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”), by resolution adopted by the members of the Agency on September 26, 2024 (the “SEQR Resolution”), the Agency (A) concurred in the determination that the Village of Cooperstown Board of Trustees (the “Board of Trustees”) was designated to act as the “lead agency” with respect to the Project and (B) acknowledged receipt of a negative declaration from the Town Board issued on April 29, 2024 (the “Negative Declaration”) in which the Board of Trustees determined that the Project will not have a “significant effect on the environment” and, therefore, that an “environmental impact statement” is not required to be prepared with respect to the Project; and

WHEREAS, in Opinion of the State Comptroller Number 85-51, the State Comptroller indicated that the determination whether a project that consists of the construction of an apartment house is a commercial activity within the meaning of the Act is to be made by local officials based upon all of the facts relevant to the proposed project, and that any such determination should take into account the stated purpose of the Act, that is, the promotion of employment opportunities and the prevention of economic deterioration; and

WHEREAS, to aid the Agency in determining whether the Project qualifies for Financial Assistance as a commercial project within the meaning of the Act, the Agency has reviewed the following (collectively, the “Project Qualification Documents”): (A) the Application, including the attached Cost Benefit Analysis and (B) support correspondence from the Mayor of the Village of Cooperstown, attached hereto as Exhibit A; and

WHEREAS, the Agency has given due consideration to the Project Qualification Documents, and to representations by the Company that the Project constitutes commercial activity; and

WHEREAS, having complied with the requirements of SEQRA and Section 859-a of the Act with respect to the Project, the Agency now desires, pursuant to Section 862(2)(c) of the Act, to make its final findings with respect to the Project and its final determination whether to proceed with the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Based upon an examination of the Project Qualification Documents and based further upon the Agency’s knowledge of the area surrounding the Project and such further investigation of the Project and its economic effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project:

A. The Project is located in an area having a mixture of residential, not-for-profit, commercial, retail, and service uses.

B. The Project Qualification Documents make the following comments/findings regarding housing in the Village of Cooperstown, Town of Otsego, County of Otsego, New York:

- Encourage investment in land and buildings for employment and housing through development and redevelopment
- Encourage investment in local infrastructure
- Attract new and diverse residents
- Increase job opportunities for all residents

C. That undertaking the Project is consistent with the Project Qualification Documents and will assist and maintain current and future residential and commercial development and expansion in the neighborhood area.

D. The Project will result in the retention and creation of employment in the retail, restaurant, entertainment and office operations located in the surrounding areas.

E. The Company has informed the Agency that the Project is expected to create approximately 3 permanent full time jobs and approximately 60 construction jobs.

F. The Company has informed representatives of the Agency that the Company is not aware of any adverse employment impact caused by the undertaking of the Project.

Section 2. Based upon the foregoing review of the Project Qualification Documents and based further upon the Agency's knowledge of the area surrounding the Project Facility and such further investigation of the Project and its economic effects as the Agency has deemed appropriate, the Agency makes the following determinations with respect to the Project:

A. That (i) the Project Facility will provide necessary infrastructure for area employers and businesses, (ii) the completion of the Project Facility will have an impact upon the creation, retention and expansion of employment opportunities in the Village of Cooperstown and Town of Otsego, County of Otsego and in the State of New York, and (iii) the completion of the Project will assist in promoting employment opportunities and assist in preventing economic deterioration in the Village of Cooperstown and Town of Otsego, County of Otsego and in the State of New York.

B. That the acquisition, demolition, construction and installation of the Project Facility is essential to the retention of existing employment and the creation of new employment opportunities and is essential to the prevention of economic deterioration of businesses and neighborhoods located in County of Otsego.

C. That the Project constitutes a "commercial" project, within the meaning of the Act.

D. That the undertaking of the Project will serve the public purposes of the Act by preserving and creating permanent private sector jobs in the State of New York.

Section 3. Having reviewed the Hearing Report, and having considered fully all comments contained therein, and based upon the findings contained in Section 1 above, the Agency hereby determines to proceed with the Project and the granting of the financial assistance described in the notice of the Public Hearing.

Section 4. This resolution shall take effect immediately.

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

Cheryl Robinson	VOTING	YES
David Rowley	VOTING	YES
Jeffrey C. Lord	VOTING	YES
Tom Armao	VOTING	YES
Craig Gelbsman	VOTING	YES
Patricia Kennedy	VOTING	ABSTAIN
Andrew Marietta	VOTING	YES

The foregoing resolution was thereupon declared duly adopted.

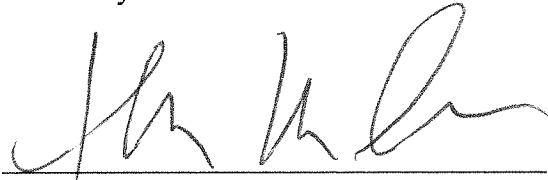
STATE OF NEW YORK)
) SS.:
COUNTY OF OTSEGO)

I, the undersigned Secretary of County of Otsego Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on September 26, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 26th day of September, 2024.



Secretary

(SEAL)

EXHIBIT A
MAYOR'S SUPPORT LETTER

- SEE ATTACHED -

**SEQR RESOLUTION
VECINO GROUP NEW YORK, LLC PROJECT**

A regular meeting of County of Otsego Industrial Development Agency (the “Agency”) was convened in public session in the office of the Agency located at 189 Main Street, Suite 500 in the City of Oneonta, Otsego County, New York on September 26, 2024 at 8:00 o’clock a.m., local time.

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

PRESENT:

Cheryl Robinson	Chairperson
David Rowley	Vice Chairperson
Jeffrey C. Lord	Treasurer
Tom Armao	Secretary
Craig Gelbsman	Member
Patricia Kennedy	Member
Andrew Marietta	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Jody Zakrevsky	Chief Executive Officer
Meaghan Remillard	Director of Finance and Administration
Jordan Allen	Administrative Assistant
Kurt D. Schulte, Esq.	Agency Counsel
Christopher C. Canada, Esq.	Special Counsel

The following resolution was offered by David Rowley, seconded by Tom Armao, to wit:

Resolution No. 0924-01

RESOLUTION ACCEPTING THE DETERMINATION BY THE VILLAGE OF COOPERSTOWN BOARD OF TRUSTEES TO ACT AS LEAD AGENCY FOR THE ENVIRONMENTAL REVIEW OF THE VECINO GROUP NEW YORK, LLC PROJECT AND ACKNOWLEDGING RECEIPT OF THE NEGATIVE DECLARATION ISSUED WITH RESPECT THERETO.

WHEREAS, County of Otsego Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 252 of the 1973 Laws of New York, as amended, constituting Section 910-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial

and industrial 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 one or more “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 July, 2024, Vecino Group New York, LLC, a Missouri limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A)(1) the acquisition of an interest in an approximately 1.17 acre parcel of land located at 217 Main Street (Tax Map No. 115.17-1-52.00) in the Village of Cooperstown, Town of Otsego, Otsego County, New York (the “Land”), together with an existing building located thereon (the “Existing Facility”), (2) the demolition of the Existing Facility and the construction on the Land of an approximately three-story, 45,000 square foot building (the “New Facility”) (the Existing Facility and the New Facility being collectively referred to as the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company, or an affiliate thereof, as an approximately 50 unit multifamily affordable housing development and other directly or indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on August 22, 2024 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on September 9, 2024 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on September 9, 2024 at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (C) caused notice of the Public Hearing to be published on September 13, 2024 in The Daily Star, a newspaper of general circulation available to the residents of Village of Cooperstown and Town of Otsego, Otsego County, New York, (D) conducted the Public Hearing on September 23, 2024 at 11:00 a.m., local time at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency and (F) caused a copy of the Certified Public Hearing Resolution to be sent via certified mail, return receipt requested on September 9, 2024 to the chief executive officers of the County and of each city, town, village, and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act; and

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 has been informed that (A) the Village of Cooperstown Board of Trustees (the “Board of Trustees”) was designated to act as the “lead agency” with respect to the Project and (B) on April 29, 2024 the Board of Trustees determined that the Project will not have a “significant effect on the environment” and, therefore, that an “environmental impact statement” is not required to be prepared with respect to the Project and issued a negative declaration with respect thereto (the “Negative Declaration”); and

WHEREAS, at the time that the Board of Trustees determined itself to be the “lead agency” with respect to the Project, it was not known that the Agency was an “involved agency” with respect to the Project, and, now that the Agency has become an “involved agency” with respect to the Project, the Agency desires to concur in the designation of the Board of Trustees as “lead agency” with respect to the Project, to acknowledge receipt of a copy of the Negative Declaration and to indicate that the Agency has no information to suggest that the Board of Trustees was incorrect in determining that the Project will not have a “significant effect on the environment” pursuant to SEQRA;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. (A) The Agency has received copies of, and has reviewed, the Application, an environmental assessment form prepared by the Company and the Negative Declaration (collectively, the “Reviewed Documents”) and, based upon said Reviewed Documents and the representations made by the Company to the Agency at this meeting, the Agency hereby ratifies and concurs in the designation of the Board of Trustees as “lead agency” with respect to the Project (as such quoted term is defined in SEQRA).

(B) The Agency hereby determines that the Agency has no information to suggest that the Board of Trustees was incorrect in determining that the Project will not have a “significant effect on the environment” pursuant to SEQRA (as such quoted phrase is used in SEQRA).

Section 2. This Resolution shall take effect immediately.

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

Cheryl Robinson	VOTING	YES
David Rowley	VOTING	YES
Jeffrey C. Lord	VOTING	YES
Tom Armao	VOTING	YES
Craig Gelbsman	VOTING	YES
Patricia Kennedy	VOTING	ABSTAIN
Andrew Marietta	VOTING	YES

The foregoing Resolution was thereupon declared duly adopted.


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

I, the undersigned Secretary of County of Otsego Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on September 26, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 26th day of September, 2024.



Secretary

(SEAL)

**APPROVING RESOLUTION
VECINO GROUP NEW YORK, LLC PROJECT**

A regular meeting of County of Otsego Industrial Development Agency (the “Agency”) was convened in public session in the office of the Agency located at 189 Main Street, Suite 500 in the City of Oneonta, Otsego County, New York on September 26, 2024 at 8:00 o’clock a.m., local time.

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

PRESENT:

Cheryl Robinson	Chairperson
David Rowley	Vice Chairperson
Jeffrey C. Lord	Treasurer
Tom Armao	Secretary
Craig Gelbsman	Member
Patricia Kennedy	Member
Andrew Marietta	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Jody Zakrevsky	Chief Executive Officer
Meaghan Remillard	Director of Finance and Administration
Jordan Allen	Administrative Assistant
Kurt D. Schulte, Esq.	Agency Counsel
Christopher C. Canada, Esq.	Special Counsel

The following resolution was offered by Tom Armao, seconded by Jeffrey Lord, to wit:

Resolution No. 0924-04

**RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS IN CONNECTION
WITH A LEASE/LEASEBACK TRANSACTION FOR A PROJECT FOR VECINO
GROUP NEW YORK, LLC (THE “COMPANY”).**

WHEREAS, County of Otsego Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 252 of the 1973 Laws of New York, as amended, constituting Section 910-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial, manufacturing and industrial 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 and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in July, 2024, Vecino Group New York, LLC, a Missouri limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately 1.17 acre parcel of land located at 217 Main Street (Tax Map No. 115.17-1-52.00) in the Village of Cooperstown, Town of Otsego, Otsego County, New York (the “Land”), together with an existing building located thereon (the “Existing Facility”), (2) the demolition of the Existing Facility and the construction on the Land of an approximately three-story, 45,000 square foot building (the “New Facility”) (the Existing Facility and the New Facility being collectively referred to as the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company, or an affiliate thereof, as an approximately 50 unit multifamily affordable housing development and other directly or indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on August 22, 2024 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on September 9, 2024 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on September 9, 2024 at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (C) caused notice of the Public Hearing to be published on September 13, 2024 in The Daily Star, a newspaper of general circulation available to the residents of Village of Cooperstown and Town of Otsego, Otsego County, New York, (D) conducted the Public Hearing on September 23, 2024 at 11:00 a.m., local time at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency and (F) caused a copy of the Certified Public Hearing Resolution to be sent via certified mail, return receipt requested on September 9, 2024 to the chief executive officers of the County and of each city, town, village, and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act; and

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”), by resolution adopted by the members of the Agency on September 26, 2024 (the “SEQR Resolution”), the Agency (A) concurred in the determination that the Village of Cooperstown Board of Trustees (the “Board of Trustees”) was designated to act as the “lead agency” with respect to the Project and (B) acknowledged receipt of a negative declaration from the Town Board issued on April 29, 2024 (the “Negative Declaration”) in which the Board of Trustees determined that the Project will not have a “significant effect on the environment” and, therefore, that an “environmental impact statement” is not required to be prepared with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on September 26, 2024 (the “Commercial Finding Resolution”), the Agency (A) determined that the Project constituted a “commercial project” within the meaning of the Act, (B) determined, following a review of the Hearing Report, that the Project would serve the public purposes of the Act by creating and preserving permanent private sector jobs in the State of New York and (C) determined that the Agency would proceed with the Project and the granting of the Financial Assistance; and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in County of Otsego, New York and (B) the completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of County of Otsego, New York by undertaking the Project in County of Otsego, New York; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents (hereinafter collectively referred to as the “Agency Documents”): (A) a certain lease to agency (the “Lease to Agency” or the “Underlying Lease”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”); (B) a certain license agreement (the “License to Agency” or the “License Agreement”) by and between the Company, as licensor, and the Agency, as licensee, pursuant to which the Company will grant to the Agency (1) a license to enter upon the balance of the Land (the “Licensed Premises”) for the purpose of undertaking and completing the Project and (2) in the event of an occurrence of an Event of Default by the Company, an additional license to enter upon the Licensed Premises for the purpose of pursuing its remedies under the Lease Agreement (as hereinafter defined); (C) a lease agreement (and a memorandum thereof) (the “Lease Agreement”) by and between the Agency and the Company, pursuant to which, among other things, the Company agrees to undertake the Project as agent of the Agency and the Company further agrees to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency’s administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project; (D) a payment in lieu of tax agreement (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (E) a uniform agency project agreement (the “Uniform Agency Project Agreement”) by and between the Agency and the Company regarding the granting of the financial assistance and the potential recapture of such assistance; (F) a certain recapture agreement (the “Section

875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (G) a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance; (H) a New York State Department of Taxation and Finance form entitled “IDA Appointment of Project Operator or Agency 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 any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales tax exemption benefit for the Project (the “Additional Thirty-Day Project Report”); (I) if the Company intends to finance the Project with borrowed money, a mortgage and any other security documents and related documents (collectively, the “Mortgage”) from the Agency and the Company to the Company’s lender with respect to the Project (“the “Lender”), which Mortgage will grant a lien on and security interest in the Project Facility to secure a loan from the Lender to the Company with respect to the Project (the “Loan”); (J) if the Company requests the Agency to appoint a contractor or contractors, as agent(s) of the Agency (each, a “Contractor”) (1) a certain agency indemnification agreement (the “Contractor Agency and Indemnification Agreement”) by and between the Agency and the Contractor, (2) a certain recapture agreement (the “Contractor Section 875 GML Recapture Agreement”) by and between the Agency and the Contractor, (3) a sales tax exemption letter (the “Contractor Sales Tax Exemption Letter”), and (4) a Thirty-Day Sales Tax Report (the “Contractor Thirty-Day Sales Tax Report”) and any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales tax exemption benefit for the Project (the “Additional Thirty-Day Project Report”) (collectively, the “Contractor Documents”); (K) if the Company intends to request the Agency to appoint (1) the Company, as agent of the Agency and (2) a Contractor, as agent(s) of the Agency prior to closing on the Project and the Lease Agreement or Installment Sale Agreement, interim, agency and indemnification agreements, interim Section 875 GML recapture agreements, interim sales tax exemption letters and interim thirty-day sales tax reports (collectively, the “Interim Documents”) and (L) various certificates relating to the Project (the “Closing Documents”);

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. All action taken by the Chief Executive Officer of the Agency with respect to the Public Hearing with respect to the Project is hereby ratified and confirmed.

Section 2. The law firm of Hodgson Russ LLP is hereby appointed Agency Counsel to the Agency with respect to all matters in connection with the Project. Agency Counsel for the Agency is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company, counsel to the Agency and others to prepare, for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution. Agency Counsel has prepared and submitted an initial draft of the Agency Documents to staff of the Agency.

Section 3. 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;

(B) The Project constitutes a “project,” as such term is defined in the Act;

(C) The Project site is located entirely within the boundaries of County of Otsego, New York;

(D) It is estimated at the present time that the costs of the planning, development, acquisition, construction, reconstruction and installation of the Project Facility (collectively, the "Project Costs") will be approximately \$23,800,000;

(E) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York;

(F) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project, and accordingly the Project is not prohibited by the provisions of Section 862(2)(a) of the Act, and accordingly the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act;

(G) The granting of the Financial Assistance by the Agency with respect to the Project will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of County of Otsego, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act;

(H) The Agency has reviewed the Hearing Report and has fully considered all comments contained therein;

(I) The Project should receive the Financial Assistance in the form of exemptions from sales tax, mortgage recording tax and real property tax based on the description of expected public benefits to occur as a result of this Project, as described on Exhibit A attached hereto; and

(J) It is desirable and in the public interest for the Agency to enter into the Agency Documents, except that for the Interim Documents, the following conditions shall be met prior to the Agency entering into the Interim Documents: (1) the term of the Interim Documents shall not exceed sixty (60) days, unless future extensions are consented to by the Agency in writing, (2) the Company shall have paid the Agency's administrative fee, if applicable, relating to the Interim Documents, (3) the Company and any contractors shall have delivered evidence of adequate insurance coverage protecting the Agency and (4) execution by the other parties thereto and delivery of same to the Agency of the Interim Documents.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (A) accept the License Agreement; (B) lease the Project Facility to the Company pursuant to the Lease Agreement; (C) acquire, construct and install the Project Facility, or cause the Project Facility to be acquired, installed and constructed; (D) enter into the Payment in Lieu of Tax Agreement; (E) enter into the Uniform Agency Project Agreement; (F) enter into the Section 875 GML Recapture Agreement; (G) secure the Loan by entering into the Mortgage; (H) enter into the Interim Documents, subject to compliance with Section 3(J) above; and (I) grant the Financial Assistance with respect to the Project.

Section 5. The Agency is hereby authorized (A) to acquire a license in the Licensed Premises pursuant to the License Agreement, (B) to acquire a leasehold interest in the Leased Premises pursuant to the Underlying Lease, (C) to acquire title to the Equipment pursuant to a bill of sale (the "Bill of Sale to Agency") from the Company to the Agency, and (D) to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisitions are hereby approved, ratified and confirmed.

Section 6. The Agency is hereby authorized to acquire, construct and install the Project Facility as described in the Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition, construction and installation are hereby ratified, confirmed and approved.

Section 7. The Chairperson (or Vice Chairperson) or the Executive Director of the Agency, with the assistance of Agency Counsel, is authorized to negotiate and approve the form and substance of the Agency Documents.

Section 8. (A) The Chairperson (or Vice Chairperson) or the Executive Director of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents, and, where appropriate, the Secretary of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in the forms thereof as the Chairperson (or Vice Chairperson) or the Executive Director shall approve, the execution thereof by the Chairperson (or Vice Chairperson) or the Executive Director to constitute conclusive evidence of such approval.

(B) The Chairperson (or Vice Chairperson) of the Agency is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 9. 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 Agency 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 Agency Documents binding upon the Agency.

Section 10. This Resolution shall take effect immediately.

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

Cheryl Robinson	VOTING	YES
David Rowley	VOTING	YES
Jeffrey C. Lord	VOTING	YES
Tom Armao	VOTING	YES
Craig Gelbsman	VOTING	YES
Patricia Kennedy	VOTING	ABSTAIN
Andrew Marietta	VOTING	___ YES ___

The foregoing Resolution was thereupon declared duly adopted.

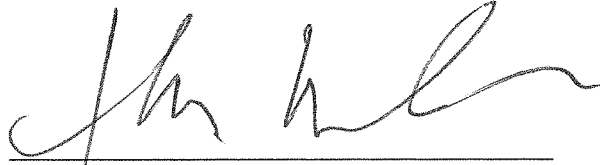
STATE OF NEW YORK)
) SS.:
COUNTY OF OTSEGO)

I, the undersigned Secretary of County of Otsego Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on September 26, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 26th day of September, 2024.



Secretary

(SEAL)

EXHIBIT A

DESCRIPTION OF THE EXPECTED PUBLIC BENEFITS

In the discussions had between the Project Beneficiary and the Agency with respect to the Project Beneficiary's request for Financial Assistance from the Agency with respect to the Project, the Project Beneficiary has represented to the Agency that the Project is expected to provide the following benefits to the Agency and/or to the residents of County of Otsego, New York (the "Public Benefits"):

Description of Benefit		Applicable to Project (indicate Yes or NO)		Expected Benefit
1.	Retention of existing jobs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	The Project will not retain existing jobs.
2.	Creation of new permanent jobs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	3 full time equivalent new jobs at the Project Facility within 2 years of the date hereof.
3.	Estimated value of tax exemptions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Approximately \$800,000 of sales and use tax exemptions. Approximately \$142,500 of mortgage recording tax exemptions. Approximately \$2,082,610 in Real Property Tax Exemptions.
4.	Private sector investment	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$23,800,000 at the Project Facility within 2 years of the date hereof.
5.	Likelihood of project being accomplished in a timely fashion	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	High likelihood of the Project being completed in a timely manner.
6.	Extent of new revenue provided to local taxing jurisdictions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project will result in increased revenues to the local taxing jurisdictions.
7.	Any additional public benefits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project will provide capital improvements to a parcel that has been underutilized for several years.
8.	Local labor construction jobs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Company will make an effort to use local labor during construction.
9.	Regional wealth creation (% of sales/customers outside of the County)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A.
10.	Located in a highly distressed census tract	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A.
11.	Alignment with local planning and development efforts	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project is consistent with local planning and development efforts.

12.	Promotes walkable community areas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project site is located in an urban setting with sidewalks.
13.	Elimination or reduction of blight	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project site is currently vacant and unsuitable for occupancy
14.	Proximity/support of regional tourism attractions/facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A.
15.	Local or County official support	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project has local and County support.
16.	Building or site has historic designation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	There is no historic designation.
17.	Provides brownfield remediation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	No brownfields present.

**PILOT DEVIATION APPROVAL RESOLUTION
VECINO GROUP NEW YORK, LLC PROJECT**

A regular meeting of County of Otsego Industrial Development Agency (the “Agency”) was convened in public session in the office of the Agency located at 189 Main Street, Suite 500 in the City of Oneonta, Otsego County, New York on September 26, 2024 at 8:00 o’clock a.m., local time.

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

PRESENT:

Cheryl Robinson	Chairperson
David Rowley	Vice Chairperson
Jeffrey C. Lord	Treasurer
Tom Armao	Secretary
Craig Gelbsman	Member
Patricia Kennedy	Member
Andrew Marietta	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Jody Zakrevsky	Chief Executive Officer
Meaghan Remillard	Director of Finance and Administration
Jordan Allen	Administrative Assistant
Kurt D. Schulte, Esq.	Agency Counsel
Christopher C. Canada, Esq.	Special Counsel

The following resolution was offered by David Rowley, seconded by Tom Armao, to wit:

Resolution No. 0924-02

**RESOLUTION AUTHORIZING A DEVIATION FROM THE AGENCY’S UNIFORM
TAX EXEMPTION POLICY IN CONNECTION WITH THE PROPOSED PAYMENT IN
LIEU OF TAX AGREEMENT TO BE ENTERED INTO BY THE AGENCY IN
CONNECTION WITH THE PROPOSED VECINO GROUP NEW YORK, LLC PROJECT.**

WHEREAS, County of Otsego Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 252 of the 1973 Laws of New York, as amended, constituting Section 910-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial 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 one or more “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 July, 2024, Vecino Group New York, LLC, a Missouri limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately 1.17 acre parcel of land located at 217 Main Street (Tax Map No. 115.17-1-52.00) in the Village of Cooperstown, Town of Otsego, Otsego County, New York (the “Land”), together with an existing building located thereon (the “Existing Facility”), (2) the demolition of the Existing Facility and the construction on the Land of an approximately three-story, 45,000 square foot building (the “New Facility”) (the Existing Facility and the New Facility being collectively referred to as the “Facility”) and (3) the acquisition and installation of certain machinery and equipment therein and thereon (the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company, or an affiliate thereof, as an approximately 50 unit multifamily affordable housing development and other directly or indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on August 22, 2024 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on September 9, 2024 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on September 9, 2024 at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (C) caused notice of the Public Hearing to be published on September 13, 2024 in The Daily Star, a newspaper of general circulation available to the residents of Village of Cooperstown and Town of Otsego, Otsego County, New York, (D) conducted the Public Hearing on September 23, 2024 at 11:00 a.m., local time at the Village of Cooperstown Village Hall located at 22 Main Street in the Village of Cooperstown, Town of Otsego, Otsego County, New York, (E) prepared a report of the Public Hearing (the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency and (F) caused a copy of the Certified Public Hearing Resolution to be sent via certified mail, return receipt requested on September 9, 2024 to the chief executive officers of the County and of each city, town, village, and school district in which the Project Facility is to be located to comply with the requirements of Section 859-a of the Act; and

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”), by resolution adopted by the members of the Agency on September 26, 2024 (the “SEQR Resolution”), the Agency (A) concurred in the determination that the Village of Cooperstown Board of Trustees (the “Board of Trustees”) was designated to act as the “lead agency” with respect to the Project and (B) acknowledged receipt of a negative declaration from the Town Board issued on April 29, 2024 (the “Negative Declaration”) in which the Board of Trustees determined that the Project will not have a “significant effect on the environment” and, therefore, that an “environmental impact statement” is not required to be prepared with respect to the Project; and

WHEREAS, in connection with the Project, the Company has requested that the Agency deviate from its uniform tax exemption policy (the “Policy”) with respect to the terms of the proposed payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility; and

WHEREAS, pursuant to Section 874(4) of the Act, prior to taking final action on such request for a deviation from the Agency’s Policy, the Agency must give the chief executive officers of the County and each city, town, village and school district in which the Project Facility is located (collectively, the “Affected Tax Jurisdictions”) written notice of the proposed deviation from the Agency’s Policy and the reasons therefor no fewer than thirty (30) days prior to the meeting of the Agency at which the members of the Agency shall consider whether to approve such proposed deviation; and

WHEREAS, on August 22, 2024, the members of the Agency adopted a resolution (the “Resolution Authorizing the Pilot Deviation Letter”) which authorized the Chief Executive Officer to notify the Affected Tax Jurisdictions of the proposed deviation from the Agency’s Policy in connection with the Project, which proposed deviation is outlined in the letter dated August 26, 2024 (the “Pilot Deviation Letter”), a copy of which Pilot Deviation Letter is attached hereto as Exhibit A; and

WHEREAS, by the Pilot Deviation Letter, the Chief Executive Officer notified the chief executive officers of the Affected Tax Jurisdictions of the proposed deviation from the Agency’s Policy and further notified said chief executive officers that the members of the Agency would consider whether to approve such proposed deviation at this meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby finds and determines as follows:

(A) The Agency has considered any and all responses from the Affected Tax Jurisdictions to the Pilot Deviation Letter.

(B) The Agency has reviewed and responded to all written comments received from any Affected Tax Jurisdiction with respect to the proposed deviation.

(C) The Agency has given all representatives from an Affected Tax Jurisdictions in attendance at this meeting the opportunity to address the members of the Agency regarding the proposed deviation.

Section 2. Based upon (A) the findings and determinations in Section 1 above, (B) any comments received at the Public Hearing, (C) input received at this meeting from the Affected Tax Jurisdictions with respect to the proposed deviation, (D) the Agency’s knowledge of the Project, (E) the

recommendations of Agency staff, and (F) such further investigation of the Project and the effect of the proposed deviation as the Agency has deemed appropriate, the Agency hereby determines to deviate from the Agency's uniform tax exemption policy with respect to the terms of the proposed payment in lieu of tax agreement to be entered into by the Agency with respect to the Project Facility for the reasons set forth in the Pilot Deviation Letter. Based upon the aforementioned, the Agency hereby approves a deviation from the Agency's uniform tax exemption policy, the terms of the approved deviation to be as described in the attached Pilot Deviation Letter.

Section 3. Upon preparation by counsel to the Agency of a payment in lieu of tax agreement with respect to the Project Facility reflecting the terms of this resolution (the "Payment in Lieu of Tax Agreement") and approval of same by the Chairperson (or Vice Chairperson) of the Agency, the Chairperson (or Vice Chairperson) of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Payment in Lieu of Tax Agreement, 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 such form as is approved by the Chairperson (or Vice Chairperson), the execution thereof by the Chairperson (or Vice Chairperson) to constitute conclusive evidence of such approval.

Section 4. 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 Payment in Lieu of Tax Agreement, 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 Payment in Lieu of Tax Agreement binding upon the Agency.

Section 5. This Resolution shall take effect immediately.

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

Cheryl Robinson	VOTING	YES
David Rowley	VOTING	YES
Jeffrey C. Lord	VOTING	YES
Tom Armao	VOTING	YES
Craig Gelbsman	VOTING	YES
Patricia Kennedy	VOTING	ABSTAIN
Andrew Marietta	VOTING	___YES___

The foregoing Resolution was thereupon declared duly adopted.

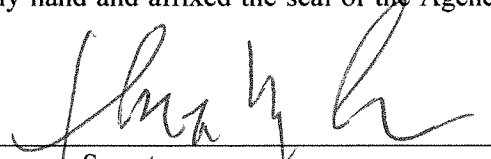
STATE OF NEW YORK)
) SS.:
COUNTY OF OTSEGO)

I, the undersigned Secretary of County of Otsego Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on September 26, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 26th day of September, 2024.



Secretary

(SEAL)

EXHIBIT A
PILOT DEVIATION LETTER
- SEE ATTACHED -

AFFIDAVIT OF MAILING OF
PILOT DEVIATION NOTICE LETTER

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

The undersigned hereby states:

That on August 26, 2024, I mailed to the following individuals a copy of a letter (the "Pilot Deviation Notice Letter") informing said individuals of (A) a proposed deviation (the "Deviation") by County of Otsego Industrial Development Agency (the "Agency") from the Agency's Uniform Tax Exemption Policy relating to the proposed Vecino Group New York, LLC Project to be undertaken by the Agency for the benefit of Vecino Group New York, LLC (the "Company") and (B) the time and place of the meeting of the members of the Agency at which the question of whether to proceed with said Deviation is scheduled to be considered by the Agency:

Edwin Frazier, Jr., Board Chair
Otsego County Board of Representatives
197 Main Street
Cooperstown, New York 13326

9589 0710 5270 0068 9209 89

Ben Bauer, Supervisor
Town of Otsego
P.O. Box 183
Fly Creek, New York 13337

9589 0710 5270 0068 9210 09

Ellen Tillapaugh, Mayor
Village of Cooperstown
P.O. Box 346
22 Main Street
Cooperstown, New York 13326

9589 0710 5270 0068 9210 23

Sarah Spross, Superintendent
Cooperstown Central School District
39 Linden Avenue
Cooperstown, New York 13326

9589 0710 5270 0068 9209 96

Pete Iorizzo, School Board President
Cooperstown Central School District
39 Linden Avenue
Cooperstown, New York 13326

9589 0710 5270 0068 9210 16

District Clerk
Cooperstown Central School District
39 Linden Avenue
Cooperstown, New York 13326

9589 0710 5270 0068 9210 30

I have hereunto set my hand this 26th day of August, 2024.



Julie Czerpak

COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY
189 Main Street, 5th Floor
Oneonta, New York 13820
TEL: 607-267-4010

August 26, 2024

Edwin Frazier, Jr., Board Chair
Otsego County Board of Representatives
197 Main Street
Cooperstown, New York 13326

Sarah Spross, Superintendent
Cooperstown Central School District
39 Linden Avenue
Cooperstown, New York 13326

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Cooperstown, New York 13326

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P.O. Box 346
22 Main Street
Cooperstown, New York 13326

District Clerk
Cooperstown Central School District
39 Linden Avenue
Cooperstown, New York 13326

RE: Proposed Deviation from Uniform Tax Exemption Policy by
County of Otsego Industrial Development Agency in connection with its
Proposed Vecino Group New York, LLC Project

Ladies and Gentlemen:

This letter is delivered to you pursuant to Section 874(4)(c) of the General Municipal Law.

County of Otsego Industrial Development Agency (the "Agency") received an application (the "Application") from Vecino Group New York, LLC, a limited liability company organized and existing under the laws of the State of Missouri (the "Company"), a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately 1.17 acre parcel of land located at 217 Main Street (Tax Map No. 115.17-1-52.00) in the Village of Cooperstown, Town of Otsego, Otsego County, New York (the "Land"), together with an existing building located thereon (the "Existing Facility"), (2) the demolition of the Existing Facility and the construction on the Land of an approximately three-story, 45,000 square foot building (the "New Facility") (the Existing Facility and the New Facility being collectively referred to as the "Facility") and (3) the acquisition and installation of certain machinery and equipment therein and thereon (the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company, or an affiliate thereof, as an approximately 50 unit multifamily affordable housing development and other directly or indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real

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Edwin Frazier, Jr., Board Chair
Ben Bauer, Supervisor
Ellen Tillapaugh, Mayor
Sarah Spross, Superintendent
Pete Iorizzo, School Board President
District Clerk
August 26, 2024
Page 2

estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

In connection with the Application, the Company has made a request to the Agency (the “PILOT Request”) to enter into a payment in lieu of tax agreement (the “Proposed PILOT Agreement”) which terms would deviate from the Agency’s Uniform Tax Exemption Policy (the “UTEP”). Capitalized terms not otherwise defined herein are defined in the UTEP.

The Proposed PILOT Agreement would not provide any abatements for any special assessments levied on the Project Facility. The Proposed PILOT Agreement would provide (A) for a thirty (30) year abatement on the Facility and any portion of the Equipment assessable as real property pursuant to the Real Property Tax Law of the State of New York and (B) that the Company would make payments in lieu of taxes (each a “PILOT Payment”) equal to ten percent (10%) of the “shelter rent” payments generated at the Project Facility.

The UTEP provides that, for a facility similar to the Project Facility, payments in lieu of taxes will normally be determined under the following abatement schedule: a fifty percent (50%) abatement of real property taxes on the change in assessed value of the Project Facility as a result of the Project in years one (1) through five (5); and a twenty-five percent (25%) abatement in years six (6) through ten (10).

The purpose of this letter is to inform you of such PILOT Request and that the Agency is considering whether to grant the PILOT Request and to approve the Proposed PILOT Agreement conforming to the terms of the PILOT Request. The Agency expects to consider whether to approve the terms of the Proposed PILOT Agreement at its meeting scheduled for September 26, 2022 at 8:00 o’clock a.m., local time at the offices of the Agency located at 189 Main Street, 5th Floor, Oneonta, New York (the “Meeting”). As described in this letter, during the Meeting the Agency will review the terms of the PILOT Request and, based on the discussions during such Meeting, the terms of the PILOT Request may be modified.

The Agency considered the following factors in considering the proposed deviation:

1. **The nature of the Project.** The Project is anticipated to be a multi-family affordable housing development.
2. **The present use of the property:** The property is currently a storage facility used by an individual owner.
3. **The economic condition of the area at the time of the request of the Company and the economic multiplying effect that the Project will have on the area:** The Project is located in the Village of Cooperstown and Town of Otsego and will create full-time equivalent jobs

Edwin Frazier, Jr., Board Chair
Ben Bauer, Supervisor
Ellen Tillapaugh, Mayor
Sarah Spross, Superintendent
Pete Iorizzo, School Board President
District Clerk
August 26, 2024
Page 3

and generate increased tax and other revenues for the Affected Tax Jurisdictions and local businesses. Additional benefits created by the Project are described in the Application.

4. The extent to which the Project will create or retain permanent, private sector jobs and the number of jobs to be created or retained and the salary range of such jobs: The Project is expected to create approximately sixty (60) full-time construction jobs in connection with the Project. After completion of the Project, it is expected that three (3) full-time jobs will be created by the third year of operation of the Project.

5. The estimated value of new tax exemptions to be provided: Sales tax exemption of approximately \$800,000, mortgage recording tax exemption of approximately \$142,500 and a real property tax exemption of approximately \$2,082,610.

6. The economic impact of the Proposed Pilot Agreement on affected tax jurisdictions: The development of the Project Facility will have an overall positive affect on the tax jurisdictions. The Proposed Pilot Agreement will provide definitive tax revenue for budgeting purposes for the affected tax jurisdictions in the form of thirty (30) years of PILOT and special district tax payments. Additionally, the Project will provide necessary affordable housing for low-income individuals and is expected to partner with a local residential treatment center to offer housing for developmentally disabled individuals.

7. The impact of the Proposed Pilot Agreement on existing and proposed businesses and economic development projects in the vicinity: The Project will have a positive impact on existing and proposed businesses and economic development projects in the vicinity of the Project, as the Project will source as much local services and construction materials as financially feasible.

8. The amount of private sector investment generated or likely to be generated by the Proposed Pilot Agreement: \$23,800,000.

9. The effect of the Proposed Pilot Agreement on the environment: It is likely that the Project will not have a significant effect on the environment.

10. Project Timing: It is anticipated that the Project will be accomplished in a timely fashion.

11. The extent to which the Proposed Pilot Agreement will require the provision of additional services including, but not limited to, additional educational, transportation, police, emergency medical or fire services: It is not anticipated that any additional educational, transportation, police, emergency medical or fire services will be required as a result of the Project.

Edwin Frazier, Jr., Board Chair
Ben Bauer, Supervisor
Ellen Tillapaugh, Mayor
Sarah Spross, Superintendent
Pete Iorizzo, School Board President
District Clerk
August 26, 2024
Page 4

12. Anticipated tax Revenues: It is expected that sales tax, income tax, and real property tax revenues will increase due to the undertaking of the Project.

13. The extent to which the Proposed PILOT Agreement will provide a benefit (economic or otherwise) not otherwise available within the municipality in which the Project Facility is located: The benefit is a positive one economically, in that the Project will further promote the development of Otsego County. Additionally, the Project will provide additional resources to an existing residential treatment center which assists developmentally disabled individuals located in Otsego County.

The Agency will consider the Proposed Pilot Agreement (and the proposed deviation from the Agency's UTEP) at the Meeting. The Agency would welcome any written comments that you might have on this proposed deviation from the Agency's UTEP. In accordance with Section 874(4)(c) of the General Municipal Law, prior to taking final action at the Meeting, the Agency will review and respond to any written comments received from any affected tax jurisdiction with respect to the proposed deviation. The Agency will also allow any representative of any affected tax jurisdiction present at the Meeting to address the Agency regarding the proposed deviation.

If you have any questions or comments regarding the foregoing, please do not hesitate to contact me at the above telephone number.

Sincerely yours,

/s/ Jody Zakrevsky
Jody Zakrevsky, Chief Executive Officer

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Sent to **Edwin Frazier, Jr., Board Chair**
 Otsego County Board of Representatives
 Street and PO Box No. **1000 W. Main Street**
 City, State, ZIP+4® **Cooperstown, New York 13326**

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 Cooperstown Central School District
 Street and PO Box No. **1000 W. Main Street**
 City, State, ZIP+4® **Cooperstown, New York 13326**

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 Town of Otsego
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 Cooperstown Central School District
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 Village of Cooperstown
 Street and PO Box No. **22 Main Street**
 City, State, ZIP+4® **Cooperstown, New York 13326**

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 Cooperstown Central School District
 Street and PO Box No. **1000 W. Main Street**
 City, State, ZIP+4® **Cooperstown, New York 13326**


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<p>1. Article Addressed to:</p> <p>Edwan Mazior, Jr., Board Chair Otsego County Board of Representatives 197 Main Street Cooperstown, New York 13326</p>  <p>9590 9402 8757 3310 0576 60</p>	<p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>5/29</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
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<p>1. Article Addressed to:</p> <p><i>[Redacted]</i> <i>[Redacted]</i> <i>[Redacted]</i> Cooperstown, New York 13326</p>  <p>9590 9402 8757 3310 0576 53</p>	<p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>8/25</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) <i>9589 OHIO 5270 0068 920996</i></p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
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<p>1. Article Addressed to:</p> <p>Ben Baum, Supervisor Town of Otsego P.O. Box 183 Fly Creek, New York 13337</p>  <p>9590 9402 8757 3310 0576 46</p>	<p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery</p> <p><i>PAMELA DEANE</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) <i>9589 OHIO 5270 0068 9210 09</i></p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
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<p>1. Article Addressed to:</p> <p>Pete Iorizzo, School Board President Cooperstown Central School District 39 Linden Avenue Cooperstown, New York 13326</p>  <p>9590 9402 8757 3310 0576 39</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
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<p>1. Article Addressed to:</p> <p>Ellen [redacted], Mayor Village of Cooperstown P.O. [redacted] 22 Main Street Cooperstown, New York 13326</p>  <p>9590 9402 8757 3310 0576 22</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
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<p>1. Article Addressed to:</p> <p>Cooperstown Central School District 39 Linden Avenue Cooperstown, New York 13326</p>  <p>9590 9402 8757 3310 0576 15</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
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**COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY
OTSEGO COUNTY CAPITAL RESOURCE CORPORATION**

**AUDIT & FINANCE COMMITTEE
OCTOBER 10TH, 2024
MEETING MINUTES**

CALL TO ORDER

The COIDA and OCCRC's joint Audit & Finance Committee meeting was called to order at 8:02 am at the Otsego Now offices at 189 Main Street in Oneonta, NY. Committee members present included:

Andrew Marietta **(v)***

Jeffrey Lord

Craig Gelbsman *

Absent Committee Member(s): Patricia Kennedy

Also, in attendance:

BOARD

Cheryl Robinson **(v)**

David Rowley

Tom Armao

STAFF

Jody Zakrevsky, **CEO**

Meaghan Remillard, **Director of Finance and Administration**

Jordan Allen, **Administrative Assistant**

(v) – virtual

* - arrived after start of meeting

CHAIR'S COMMENTS

J. Lord, Chair of the Audit & Finance Committee, moved immediately into the agenda.

REVIEW OF FINANCIALS

J. Lord and the Committee reviewed the September financial statements and the draft of the 2025 budget. They also looked at the year to date versus the adopted budget in comparison to last year. J. Zakrevsky stated that \$70,000 has been budgeted for an Economic Development Director and \$44,000 for an Innovation Marketing Director in 2025. Several board members thought the salary may not be enough to find a qualifying employee and asked about combining the two positions. In addition, the agency is looking at the possibilities off all part-time staff moving to full time.

NEW AND UNFINISHED BUSINESS

There was no New/Unfinished business in this meeting.

ADJOURNMENT

There being no further business to discuss, the Audit & Finance committee meeting was adjourned at 8:13 am.

UPCOMING MEETING SCHEDULE

The next Audit & Finance Committee meeting is November 14th, 2024 at 8:00 am.

**COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY
OTSEGO COUNTY CAPITAL RESOURCE CORPORATION**

**PROJECTS COMMITTEE
OCTOBER 10TH, 2024
MEETING MINUTES**

CALL TO ORDER

The COIDA and OCCRC's joint Projects Committee meeting was called to order at 8:14 am at the Otsego Now offices at 189 Main Street in Oneonta, NY. Members present included:

Tom Armao

Andrew Marietta **(v)**

Absent Committee Member(s): Patricia Kennedy

Also, in attendance:

BOARD

David Rowley

Jeffrey Lord

Craig Gelbsman

Cheryl Robinson **(v)**

STAFF

Jody Zakrevsky, **CEO**

Meaghan Remillard, **Director of Finance and Administration**

Jordan Allen, **Administrative Assistant**

(v) – virtual

CHAIR'S REMARKS

Projects Chair, T. Armao, moved immediately into the agenda.

CEO REPORT OF PROJECTS

Richfield Springs Industrial Park: J. Zakrevsky states that the Village of Richfield Springs on Tuesday voted to accept the Intermunicipal Agreement and authorized the Mayor to sign. The Town of Richfield Springs held a public hearing discussing the water/sewer districts, and a vote will commence on Thursday night to sign the IMA. Once the village and town sign the agreements, starting in November the agency will seek reimbursement from the EDA.

Oneonta Railyards Industrial Park: J. Zakrevsky stated that all environmental work is done, and the original survey done 7 years ago by R. Braun Land Surveyors was sent Holland Company. A purchase offer is slowly being worked on. A sign on Roundhouse Round has graffiti on it, and the board decided to move forward with replacing it.

Oneonta Business Park: A purchase agreement has been signed by the Company that is interested in buying the property. An escrow deposit has been deposited into the realtor's account. Mr. Mayno requested Kurt Schulte to do an agreement for the lot-line adjustment. J. Zakrevsky stated the agreement should be signed by the end of next week.

IOXUS: J. Zakrevsky stated that two available positions have been filled and drawdown 3 has been approved, which allows to move forward to the final drawdown to close the grant around December 31st, 2024. JMS Contracting's work on the loading dock is complete.

NEW/UNFINISHED BUSINESS

There was no New/Unfinished Business for this meeting.

ADJOURNMENT

There being no further business to discuss, the Projects Committee meeting was adjourned at 8:35 am.

UPCOMING MEETING SCHEDULE

The next Projects Committee meeting will be held on November 14th, 2024 at 8:00 am.

COIDA EXPENSES
9/26/24 - 10/24/2024

Vendor	Amount Due	Due Date	Reimbursable?	Notes
ISD	\$89.50	31-Oct		monthly microsoft email exchange october
C&A Lawn Care	\$900.00	24-Oct		mowing 9/4/24, 9/13/24, 9/19/24
Anjo Construction	\$338,020.59	24-Oct		anjo's payment application #3
Edie Halstead	\$425.00	24-Oct		may-june office cleaning
Melex	\$4,116.67	5-Nov		november rent
Spectrum	\$304.95	31-Oct		otsego now wifi & voice
Otsego Co Chamber	\$200.00	31-Oct		non profit membership of 10 employees or less

COIDA TOTAL	\$344,056.71
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COIDA PAID EXPENSES
9/26/24 - 10/24/24

Vendor	Amount	Date Paid		Notes
C & A Lawncare	\$3,000.00	26-Sep		mowing 8/5/24, 8/12/24, 8/18/24, 8/26/24, and bush hogging 8/17/24
ISD	\$89.50	26-Sep		monthly microsoft email exchange september
Great America Financial Services	\$6.94	26-Sep		insurance charge
NYSEG	\$97.77	26-Sep		pony farm rd street lighting
Fyr - Fyter	\$570.00	26-Sep		extingusher/sprinkler/fire alarm maintence inspection 139 commerce rd
Community Bank NA	\$80.00	26-Sep		safe deposit box fee
Spectrum	\$304.95	26-Sep		otsego now wifi & voice
Junk Be Gone	\$3,100.00	26-Sep		labor/disposal fees
The Village of Cooperstown	\$882.00	1-Oct		chestnut crossing village tax bill difference
Ed & Ed	\$74.58	3-Oct		copies/prints
Hummel's	\$49.99	3-Oct		copy paper
First Bankcard	\$211.16	15-Oct		100 flag stamps, (2) 2 pack private property signs, quickbooks membership, \$35 credit applied
Melex	\$4,116.67	3-Oct		october rent
Jim Lozano	\$750.00	24-Oct		monthly accounting services october
Otsego County	\$8,757.05	8-Oct		Corning 2024 county tax
City of Oneonta	\$30,827.42	8-Oct		Corning 2024 city and library tax
Oneonta City School District	\$57,499.77	8-Oct		Corning 2024 school tax
JMS Contracting	\$4,100.00	8-Oct		completion of IOXUS loading dock
Great America Financial Services	\$174.83	15-Oct		copier agreement and insurance fee
The Daily Star	\$189.06	8-Oct		public hearing notice & notary
NYSEG	\$101.76	15-Oct		pony farm rd street lighting
CBRE, Inc	\$3,500.00	8-Oct		Elm St Ext. Lot 1 and Lot 2 Richfield Springs
NYSEG	\$447.32	15-Oct		189 main st utilities

TOTAL	\$118,980.77
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COIDA DEPOSITS
9/26/24 - 10/24/2024

Vendor	Amount	Date of Deposit	Notes
Apple Converting	\$5,250.00	1-Oct	october rent
Coming	\$97,084.24	1-Oct	2024 Coming tax bill
Worms Waste Not	\$100.00	2-Oct	september/october rent
CADE	\$1,100.00	8-Oct	october rent
ST8	\$200.00	8-Oct	october rent
Foothills Performing Arts Center	\$1,666.67	15-Oct	october loan repayment
Zaed	\$270.00	16-Oct	remaining amount 2024 admin fee
IOXUS	\$6,562.50	18-Oct	september rent
TOTAL	\$112,233.41		

2025 COIDA Adopted Budget					
	4 Year Operating Plan, Revenue Plan, Capital Expenditure Plan				
<u>REVENUE & FINANCIAL SOURCES</u>	2024 Estimated	2025 Adopted	2026 Proposed	2027 Proposed	2028 Proposed
	Budget	Budget	Budget	Budget	Budget
Operating Revenues					
Charges for Services	\$102,569.40	\$339,865.90	\$102,569.40	\$102,569.40	\$102,569.40
Rental & Financing Income	\$150,600.00	\$159,000.00	\$166,799.00	\$176,095.00	\$184,632.50
Other Operating Revenues		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
Nonoperating Revenues		\$0.00	\$0.00	\$0.00	\$0.00
Investment Earnings	\$20,085.04	\$35,300.00	\$35,300.00	\$35,300.00	\$35,300.00
State subsidies/grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Subsidies/grants	\$73,200.00	\$740,461.00	\$15,000.00	\$14,000.00	\$14,000.00
Municipal Subsidies/grants	\$175,000.00	\$200,000.00	\$300,000.00	\$300,000.00	\$300,000.00
Public Authority Subsidies	\$42,905.00	\$42,905.00	\$42,905.00	\$42,905.00	\$42,905.00
Other Non-Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proceeds from the issuance of debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues & Financing Sources	\$564,359.44	\$1,517,531.90	\$662,573.40	\$670,869.40	\$679,406.90

2025 COIDA Adopted Budget					
EXPENDITURES					
	2024 Estimated	2025 Adopted	2026 Proposed	2027 Proposed	2028 Proposed
	Budget	Budget	Budget	Budget	Budget
Operating Expenditures					
Salaries and Wages	\$272,488.05	\$321,304.93	\$330,944.08	\$340,872.40	\$351,098.57
Other Employee Benefits	\$31,700.00	\$59,530.00	\$31,700.00	\$31,700.00	\$31,700.00
Professional Service Contracts	\$70,750.00	\$945,700.00	\$50,000.00	\$50,000.00	\$50,000.00
Supplies and Materials	\$4,200.00	\$2,500.00	\$4,200.00	\$4,200.00	\$4,200.00
Other Operating Expenditures	\$166,179.95	\$178,150.00	\$145,000.00	\$145,000.00	\$145,000.00
		\$0.00	\$0.00	\$0.00	\$0.00
Nonoperating Expenditures		\$0.00	\$0.00	\$0.00	\$0.00
Payment of Principal on Bonds		\$0.00	\$0.00	\$0.00	\$0.00
Interest and other financing charges		\$0.00	\$0.00	\$0.00	\$0.00
Subsidies to other public authorities		\$0.00	\$0.00	\$0.00	\$0.00
Capital asset outlay		\$0.00	\$0.00	\$0.00	\$0.00
Grants and Donations		\$0.00	\$0.00	\$0.00	\$0.00
Other Non-Operating Expenditures		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$545,318.00	\$1,507,184.93	\$561,844.08	\$571,772.40	\$571,772.40
Excess (deficiency) of revenues and capital	\$19,041.44	\$10,346.97	\$100,729.32	\$99,097.00	\$58,387.04

2025 ORLDC Adopted					
Budget					
REVENUE & FINANCIAL SOURCES	2024 Anticipated	2025 Adopted	2026 Proposed	2027 Proposed	2028 Proposed
	Budget	Budget	Budget	Budget	Budget
Operating Revenues					
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rental & Financing Income				\$0.00	\$0.00
Other Operating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00
Nonoperating Revenues				\$0.00	\$0.00
Investment Earnings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State subsidies/grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Subsidies/grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Subsidies/grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Authority Subsidies	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Other Non-Operating Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proceeds from the issuance of debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00
Total Revenues & Financing Sources	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2025 ORLDC Adopted	Budget				
REVENUE & FINANCIAL SOURCES	2024 Anticipated	2025 Adopted	2026 Proposed	2027 Proposed	2028 Proposed

EXPENDITURES	Budget	Budget	Budget	Budget	Budget
Operating Expenditures					
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Employee Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Service Contracts*	\$0.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Operating Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nonoperating Expenditures				\$0.00	\$0.00
Payment of Principal on Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and other financing charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subsidies to other authorities**	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital asset outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants and Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Non-Operating Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$0.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Capital Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Excess (deficiency) of revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00
** owed to IDA					

2025 Draft COIDA Budget

REVENUES

Operating Revenues

PILOTS

	2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
Advanced Bio-Tech (2022-2037)	\$9,800.00	\$9,800.00	\$9,800.00	\$99,780.00
Asteri Cooperstown, LLC.	\$238,000.00	\$0.00	\$0.00	\$0.00
Cooperstown Center (2015-2040)	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Corning (2018-2034)	\$7,791.00	\$7,791.00	\$7,791.18	\$7,791.00
Corning Phase III Expansion (2021-2037)	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Corning Solar	\$0.00	\$0.00	\$0.00	\$0.00
Ford Block LLC. (2022-2048)	\$6,267.01	\$6,267.01	\$6,267.01	\$6,267.01
Hillside (2015-2029)	\$1,500.00	\$1,500.00		\$1,500.00
Klugo (2013-2024)	\$0.00	\$703.50	\$703.50	\$703.50
Northern Eagle (2013-2027)	\$3,850.00	\$3,850.00	\$3,850.00	\$3,850.00
Skyline Hospitalities (2023-2035)	\$14,350.00	\$14,350.00	\$0.00	\$0.00
ZAED Properties (2022-2038)	\$2,307.89	\$2,307.89	\$2,307.89	\$23,935.29
TOTAL	\$339,865.90	\$102,569.40	\$86,719.58	\$199,826.80

Rental and Financing Income

	2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
139 Commerce Road	\$64,050.00	\$60,000.00	\$50,250.00	\$50,908.00
C.A.D.E.	\$13,200.00	\$13,200.00	\$9,900.00	\$12,600.00
Int. Food & Policy Research Institute	\$0.00	\$0.00	\$0.00	\$3,000.00
IOXUS	\$78,750.00	\$75,000.00	\$57,812.50	\$65,000.00
Office Rental	\$600.00	\$0.00	\$300.00	\$0.00
Southern Tier 8	\$2,400.00	\$1,200.00	\$1,800.00	\$1,200.00
TOTAL	\$159,000.00	\$149,400.00	\$120,062.50	\$132,708.00

Other Operating Revenue

	2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
Administrative Fees - OCCRC Bonds	\$42,905.00	\$42,905.00	\$42,905.00	\$42,905.00
Bad Debt Recovery	\$0.00	\$0.00	\$0.00	\$0.00
Bank Interest	\$200.00	\$85.00	\$176.01	\$70.45
CD/MMA Interest	\$35,100.00	\$0.00		\$3,144.92
Misc.	\$0.00	\$0.00		\$0.00
Otsego County Appropriation	\$200,000.00	\$200,000.00	\$200,000.00	\$275,000.00
TOTAL	\$278,205.00	\$242,990.00	\$243,081.01	\$321,120.37

Non-Operating Revenues

Investment Earnings

	2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
Foothills Performing Arts Center	\$20,000.04	\$0.00	\$16,666.70	\$10,005.02
Oneonta Theater	\$0.00	\$0.00	\$0.00	\$0.00

State Subsidies/Grants

ESD Railyard Study	\$0.00	\$0.00	\$0.00	\$146,407.10
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Federal Subsidies/Grants

ARC - Innovation Acceleration Center	\$0.00	\$55,438.00	\$65,870.49	\$0.00
CDBG Admin Fees	\$15,000.00	\$17,000.00	\$6,334.00	\$0.00
EDA - Richfield Springs	\$725,461.00	\$0.00	\$0.00	\$0.00

Municipal Subsidies/Grants

Public Authority Subsidies

TOTAL	\$760,461.04	\$72,438.00	\$88,871.19	\$156,412.12
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TOTAL REVENUE

TOTAL REVENUE	\$1,537,531.94	\$567,397.40	\$538,734.28	\$810,067.29
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OPERATING EXPENSES

Salaries and Wages

Other Employee Benefits

DBL

Other Benefits

FICA

SUTA

Payroll Service

Interns

TOTAL

2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
\$321,304.93	\$260,971.00	\$138,307.94	\$238,140.00
\$59,530.00	\$21,000.00	\$9,836.94	\$10,000.00
		\$75.60	
		\$538.18	
		\$11,039.63	
		\$930.89	
		\$1,421.14	
\$380,834.93	\$281,971.00	\$148,144.88	\$248,140.00

Professional Service Contracts

Anjo Construction

Barton & Loguidice

Birchwood Archaeology

BST/Jim Lozano

Capital Energy Partners

CBRE Real Estate Appraisal

ESD/DEC

Fry Fyter

Hodgson Russ

Hunt Engineers

ISD

Keystone Associates

Kurt D. Schulte

Mostert, Manzanero & Scott

MRB Group

MVEDD

NYS DOT

NYS EDC

Paperkite - Website Maintenance

STEPRDB

TOTAL

2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
\$755,700.00	\$0.00	\$88,936.74	\$22,171.00
\$3,000.00	\$3,000.00	\$1,290.00	\$12,216.75
\$0.00	\$0.00	\$8,205.00	\$0.00
\$10,200.00	\$17,000.00	\$8,510.00	\$14,475.00
\$0.00	\$0.00	\$22,500.00	\$12,250.00
\$0.00	\$3,250.00	\$0.00	\$6,500.00
\$1,500.00	\$0.00	\$1,110.00	\$0.00
\$1,500.00	\$1,500.00	\$1,155.00	\$1,538.30
\$10,000.00	\$10,000.00	\$0.00	\$23,823.82
\$127,050.00	\$0.00	\$24,028.47	\$6,294.92
\$5,000.00	\$5,000.00	\$2,640.93	\$3,464.41
\$0.00	\$0.00	\$0.00	\$26,216.39
\$2,500.00	\$2,500.00	\$0.00	\$5,197.50
\$10,000.00	\$10,000.00	\$8,700.00	\$8,650.00
\$0.00	\$0.00	\$0.00	\$16,500.00
\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
\$0.00	\$0.00	\$550.00	\$0.00
\$6,000.00	\$5,000.00	\$6,000.00	\$5,000.00
\$1,250.00	\$1,500.00	\$250.00	\$42,705.55
\$7,000.00	\$7,000.00	\$15,200.00	\$6,000.00
\$945,700.00	\$70,750.00	\$194,076.14	\$218,003.64

Advertising and Marketing

Otsego County Chamber of Commerce

Marketing

Memberships/Subscriptions

Conference, Meetings

Travel, Lodge, Meals

Supplies and Materials

Office Cleaning

Office Supplies

Computer, Phones, Copier

Copier Finance Charge

Data/Wifi/Internet - Spectrum

Otsego Telephone

Computer/Software

Leased Office Space

TOTAL

2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
\$250.00	\$250.00	\$200.00	\$360.00
\$35,000.00	\$35,000.00	\$0.00	\$41,726.64
\$2,800.00	\$0.00	\$2,755.31	\$200.00
\$2,000.00	\$2,000.00	\$750.00	\$1,000.00
\$1,500.00	\$1,500.00	\$1,093.64	\$1,500.00
\$2,500.00	\$2,500.00	\$1,649.00	\$2,050.00
\$1,700.00	\$1,700.00	\$3,076.37	\$1,950.83
\$2,100.00	\$2,100.00	\$2,042.31	\$2,149.96
\$4,100.00	\$4,080.00	\$3,198.09	\$3,579.40
\$700.00	\$700.00	\$500.00	\$595.00
\$0.00	\$0.00	\$0.00	\$228.00
\$52,000.00	\$52,000.00	\$37,050.03	\$57,540.04
\$104,650.00	\$101,830.00	\$52,314.75	\$112,879.87

	2025 Draft Budget	2024 Adopted Budget	YTD	2023 Year's End
Insurance				
Disability Benefits	\$45,050.00	\$42,500.00		\$38,766.65
Non-Profit PA			\$819.70	
Non-Profit Umbrella			\$32,290.29	
NYFIF			\$12,215.28	
Property Insurance			\$0.00	
Workmans Comp			\$3,475.44	
			\$1,369.00	
TOTAL	\$45,050.00	\$42,500.00	\$50,169.71	\$38,766.65
Utilities and Maintenance				
139 Commerce Electric	\$0.00	\$0.00	\$0.00	\$0.00
139 Commerce Gas	\$0.00	\$0.00	\$0.00	\$0.00
189 Main Street	\$6,200.00	\$6,200.00	\$4,298.42	\$4,877.76
General Maintenance	\$10,600.00	\$10,000.00	\$63,158.84	
Oneonta Business Park Electric	\$1,350.00	\$1,350.00	\$1,182.06	\$1,286.80
Oneonta Business Park Mowing	\$7,000.00	\$3,000.00	\$6,200.00	\$2,784.76
Soccer Field Maintance/Richfield WS	\$5,300.00	\$5,000.00	\$407.86	\$407.86
TOTAL	\$30,450.00	\$25,550.00	\$75,247.18	\$9,357.18
Filing, Legal Ads, Misc.				
	\$500.00	\$446.70	\$3,651.71	\$500.00
TOTAL	\$500.00	\$446.70	\$3,651.71	\$500.00
Interest: LOC				
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES	\$1,507,184.93	\$523,047.70	\$523,604.37	\$627,647.34
NET	\$30,347.01	\$44,349.70	\$15,129.91	\$182,419.95

**INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN
COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY,
TOWN OF RICHFIELD
AND VILLAGE OF RICHFIELD SPRINGS
FOR SEWER SERVICE**

This Intermunicipal Cooperation Agreement dated October— ____, 2024 (the “Agreement”) is between the **VILLAGE OF RICHFIELD SPRINGS**, a municipal corporation, established under the laws of the State of New York, located in the County of Otsego and State of New York, with offices at 102 Main Street, Richfield Springs, New York, hereinafter referred to as the “Village”, the **TOWN OF RICHFIELD**, a municipal corporation, established under the laws of the State of New York, located in the County of Otsego and State of New York, with offices at 18 East James Street, Richfield Springs, New York, hereinafter referred to as the “Town”, and the **COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation, established under the laws of the State of New York, located in the County of Otsego and State of New York with offices at 189 Main Street, Suite 500, Oneonta, New York, hereinafter referred to as the “IDA”, collectively “the Parties”; and,

WHEREAS this Agreement is entered into pursuant to New York State General Municipal Law Article 5-G and this Agreement constitutes an intermunicipal cooperation agreement to facilitate the establishment of a town sewer district and to provide sewer service to the proposed Richfield Springs Eco Industrial Business Park (“Business Park”) located within the Town of Richfield; and,

WHEREAS the IDA is constructing, at its own expense, a new sewer system (“Business Park Sewer System”) containing all improvements necessary to complete the Business Park

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Sewer System and connect it to the existing Village sewer system (“Village Sewer System”);
and,

WHEREAS the new Business Park Sewer System will run along a new access road from the Richfield Springs Eco Industrial Business Park, through the lands of the IDA, to Elm Street Extension and connect to the Village Sewer System; and,

WHEREAS the Business Park Sewer System will solely benefit tax parcels which, as of the date of this Agreement, are owned by the IDA; and,

WHEREAS a plan depicting the Business Park Sewer System entitled Master Plan prepared by Keystone Associates and revised August 19, 2024 is attached hereto as Exhibit A; and,

WHEREAS a map entitled “Sewer District Map”, prepared by Keystone Associates and dated March 13, 2023 which depicts the Business Park Sewer System is attached hereto as Exhibit B; and,

WHEREAS the IDA wishes to discharge up to 14,500 gallons of waste water per day, calculated in the same manner as the permitted flow calculation embodied in the Village State Pollutant Discharge Elimination System (SPDES) permit, to the waste water collection system of the Village for subsequent treatment at the Village Waste Water Treatment Plant (hereinafter the “WWTP”); and,

WHEREAS the Village has sufficient excess capacity within its wastewater conveyance and treatment system to assign up to 14,500 gallons of waste water per day to the Business Park Sewer System if the conditions set forth in this agreement [are](#) met; and,

WHEREAS the IDA seeks establishment of a Business Park Sewer District to accommodate funding of all costs related to operation and maintenance of the Business Park Sewer System; and,

WHEREAS the Village is willing to undertake operation and maintenance of the Business Park Sewer System subject to the conditions set forth in this Agreement; and,

WHEREAS the Town is willing to pursue establishment of a Business Park Sewer District, adoption of a local law regarding sewer service, consistent with the Village's local law regarding sewer service, including, without limitation, provisions related to the collection of unpaid Sewer Rents (which include use/service charges) as a lien against property, and capital improvements as may be necessary; and,

WHEREAS, the Town is willing to accept ownership of that portion of the Business Park Sewer System located within the Town, subject to the terms and conditions set forth in this Agreement; and,

WHEREAS the Parties have determined that the provision of sewer collection and treatment services is in the best interest of promoting continued economic development and public health.

NOW, THEREFORE, in consideration for the promises and mutual covenants and agreements herein set forth, and One Dollar and 00/100 (\$1.00), receipt by each party of which is acknowledged, and other good and valuable consideration, the Parties mutually agree as follows:

ARTICLE I

CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

1. At its own expense, the IDA will obtain all necessary approvals and construct all of the sewer improvements located within the Town and the Village that are necessary to complete the Business Park Sewer System and connect it to the existing Village Sewer System.
2. The Business Park Sewer System and all connections will be constructed in accordance with Village requirements.

3. The IDA hereby warrants that the completed Business Park Sewer System is designed by professional engineers duly licensed and authorized in New York State to prepare such designs.

4. The IDA hereby warrants that the completed Business Park Sewer System is and will be designed in accordance with all applicable codes and in accordance with generally accepted professional design standards for such systems.

5. The IDA hereby warrants that the Business Park Sewer System, when completed, will be constructed in accordance with the applicable designs and specifications using all new materials and in a good and workmanlike manner.

6. The IDA will retain a third-party engineer to observe construction of the Sewer System and to test and commission the completed system.

7. The IDA, at its own expense, will directly undertake correction of all conditions that are contrary to the above warranties for a period commencing upon completion of the system and ending two (2) years after successful testing and commissioning of the completed sewer system or after connection of such system to a facility that causes such system to be placed into regular daily use for a period of at least six (6) months on each of the two (2) business lots within the Business Park, whichever is longer.

ARTICLE II

TRANSFER OF TITLE AND OWNERSHIP OF IMPROVEMENTS

1. The IDA will convey, and the Town agrees to accept, ownership of that portion of the Business Park Sewer System that is located within the Town up to the lateral connection valve placed at the road right of way for each of the benefited lots following completion of the Business Park Sewer System, successful third-party testing and commissioning of the completed sewer system and formation of the Improvement District.

2. The IDA will then also convey the Sewer Line Easement attached hereto as Exhibit C to the Town.

3. The IDA will also assign to the Town all warranties related to the System extended to the IDA under the Construction Contract.

ARTICLE III

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SEWER DISTRICT

1. The Town will expeditiously undertake to comply with the Town Law to complete the establishment of the Business Park Sewer District under applicable provisions of New York State Town Law Article 12-a.

2. ~~All costs incurred~~To the extent permitted by ~~the Town to operate, repair, maintain, improve or replace the Business Park Sewer System and/or to administer the Business Park Sewer District will be charged to the Business Park Sewer District and assessed against the benefited properties in the Business Park Sewer District.~~

3. ~~The law, the~~ establishment of the Business Park Sewer District ~~will is intended~~ to permit the imposition of ~~assessments~~costs as liens against parcels within the Business Park Sewer District, ~~as provided under applicable New York law~~, including, without limitation, the following:

a. Unpaid Sewer Rents benefiting such parcels connected to the System which amounts were previously billed in accordance with the Village's rates and billing practices to the tax record owner(s) of the applicable parcel and not timely paid.

b. ~~Each parcel's share of~~All costs incurred by the Town for administrative, legal, direct and/or other expenses incurred for the purpose of operating, maintaining, repairing, improving or replacing the Business Park Sewer System and the Business Park Sewer District.

c. Special Assessments for capital improvements.

43. The IDA agrees that the Business Park Sewer District is for the benefit of the two (2) parcels in the Business Park and that no other properties are benefited by the Business Park Sewer District.

54. No other properties will be connected to the Sewer System without the agreement of the Village and unless their owners agree to participate as part of the Business Park Sewer District on a going forward basis.

65. Copies of map(s), plan(s) and report(s) and the proposed Order establishing the District, will be provided to all parties at least thirty (30) days before they are formally adopted by the Town Board. The Village and the IDA will provide any comment or objection within thirty days of receipt. The report(s) will provide a district sewer demand projection.

76. The Village shall treat up to 14,500 gallons per day of sewage calculated in the same manner as the permitted flow calculation embodied in the Village State Pollutant Discharge Elimination System (SPDES) permit received for the operation of the Village's sewer supply, treatment and distribution, to supply sewer service to the Business Park Sewer District within the geographic boundary of the Town, depicted on the map entitled "Business Park Sewer District Map", a copy thereof incorporated in Exhibit B hereto.

87. Prior to the commencement of new service connections in the Business Park Sewer District, the Town shall adopt a sewer use law, which shall mandate the same requirements for sewer systems imposed by the Village for the Village Sewer System to the extent applicable to the Business Park Sewer System. These shall include, but not be limited to, appropriate requirements for piping, connections, including but not limited to, fittings, grease, oil and sand interceptors and joints, and as a minimum, to meet New York State legal

and regulatory requirements. The Town sewer use law shall require compliance with applicable Federal and State requirements.

98. The Village shall be responsible for operation and maintenance of the Business Park Sewer System in consideration of Sewer Rents paid to the Village.

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109. Neither the Town nor the IDA objects to the Village interrupting service to any user in accordance with its normal service regulations applicable to Village resident users when arrears on payment of the user's Sewer Rents and Special Assessments, if any, exceeds the Village's normal requirements or sixty (60) days whichever is greater. Such service is to be reinstated once payment is made current and any required security and/or advance payments are made. The Town is not responsible for such service interruptions.

ARTICLE IV
SEWER METER READING AND BILLING
OF VILLAGE SEWER CHARGES

1. Sewer Rents and Assessments - The Village agrees that the users in the Business Park Sewer District shall be liable only for costs associated with the provision of sewer service to such District including usage, operation, maintenance ~~and~~ repair ~~costs~~, administrative ~~costs~~, and capital costs as outlined herein. Sewer Rents include use/service charges. Assessments or Special Assessments include capital project costs.

2. Meters - A sewer meter shall be installed at each user site and a master meter installed directly after the pump station in accordance with Village standards. The individual meters at each user site will be installed at the user's expense. The master meter will be installed as part of the new system at the IDA's expense. The Village will perform the sewer meter readings monthly for the purpose of billing. Upon request by the Town, the Village will provide

the Town with a summary listing showing each user and the corresponding number and amounts of readings and charges.

3. Billing - Billing for Sewer Rents and Special Assessments, if any, will be calculated by the Village. The Village, as a service provider to the Business Park Sewer District, will bill each user within the Business Park Sewer District monthly. Such bills will be due and payable on the first day of each month. The Village's billing practices may periodically adjust without further agreement of the Parties to comply with applicable laws and regulations in relation to billing and collection and/or to coincide with billing practices applicable to users inside of the Village.

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4. Outside User Rents – It is agreed that Business Park Sewer District users shall be charged a Sewer Rent that equals the user rate for users outside of the Village in the same volume class.

5. The Village may adjust Village Rates and Business Park Sewer District Sewer Rents concurrently to respond to changes in the cost of operations and maintenance of the Village sewer system as circumstances dictate.

6. Special Assessments - Separate from and in addition to the Sewer Rents established herein, the Town may levy benefit assessments to pay for Town expenses, including, without limitation, capital improvement expenses, incurred for the Business Park Sewer System or District, ~~and in. In~~ the event that the Village's ~~WWTP or other~~ sewer system infrastructure requires capital improvements the related costs ~~shall~~ may be assessed against all benefited properties.

7. Effective Date of Rents – Village Sewer Rents shall apply to users within the Business Park Sewer District when they connect to the sewer system.

8. Effective Date of Assessments – [Town and](#) Special Assessments shall apply to the benefited properties upon establishment of the Business Park Sewer District.

9. Upon the establishment of the Business Park Sewer District, the Town is authorized to assess liens in accordance with Article III above to the extent provided under applicable law.

10. The procedure for such collection of Village Charges shall be as follows and may be [reasonably](#) adjusted as necessary [and only to the extent not interfering with Town administrative processes](#) without further agreement of the Parties to facilitate collection of Village Charges:

- a. On or about November 1 of each year, the representative of the Village designated by the Village Board of Trustees to conduct billing of Sewer Rents and Special Assessments, if any, shall compile a list of property owners within the Sewer District with accounts that are still delinquent sixty (60) days after completion of the Village's normal billing and collection practices.
- b. The total amount due from each such property owner shall be calculated and an additional charge of up to five percent (5%) for penalty and interest may be assessed by and for the benefit of the Village.
- c. The Village representative shall then transmit as soon as practical but not later than November 10th the list of delinquent property owners and amounts due to the representative of the Town designated by the Town Board to receive such information.

- d. The delinquent Sewer Rents and Special Assessments, if any, shall be incorporated into the Town's tax bill for each such property with this information furnished by the Town to the County.
- e. Thereafter, the delinquent Sewer Rents and Special Assessments, if any, shall appear on the Town and County tax bills which are rendered in January of the following year.
- f. Amounts received by the Town for such delinquent Village charges shall be remitted to the Village to be applied toward outstanding delinquent Sewer Rents and Special Assessments, if any, for each corresponding property.
- g. Upon request, the Town will provide such information as it receives to track amounts received to corresponding properties.

11. To the extent permitted by law, neither the Town nor the IDA objects to the Village requiring a deposit in advance for Sewer Rents and Special Assessments, if any, from any user whose balance owed exceeds a certain amount, as determined by resolution of the Village Board of Trustees.

ARTICLE V

OPERATIONAL CONTROL

1. The Village, its employees and representatives shall be permitted to inspect all components of the sewer infrastructure of the Business Park Sewer District. In the event of an emergency or in order to ensure the continued service of the system to the other users, the Village will take all reasonable steps and perform any other related maintenance for such purposes. The Village shall provide verbal and/or written communication to the Town discussing emergency circumstances and actions taken as soon as practicable.

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2. The costs and funding of future expansion of the Village’s sewer infrastructure required solely to provide sewer service to the Business Park Sewer District, other than maintenance and repair, are not included in the charges and services provided under this Agreement. The Village shall notify the IDA, current property owner(s) and the Town of such capital improvements that may be necessary to service the Business Park Sewer District.

ARTICLE VI

PROVISION OF SEWER SERVICES

1. The Village shall accept and treat waste water generated in the Town’s Business Park Sewer District for as long as the Business Park Sewer District remains in existence and this Agreement remains in full force and effect subject to the Village’s right to temporarily interrupt operation and maintenance to specific parcels for the non-payment of Sewer Rents ~~and Special Assessments~~ by such parcels and provided that capital improvements other than maintenance and repair are not necessary to service the Business Park Sewer District.

2. The Village warrants that it has the capacity to provide sewer services to the Business Park Sewer District and that it is legally empowered to accept sewage from the Business Park Sewer ~~District~~Districts provided approval is granted from regulatory agencies and the sewer system to serve the Business Park Sewer District is properly constructed and operational.

3. The Village shall provide adequate and proper maintenance and repair of the sewer system facilities. The Village will budget for adequate maintenance and repair.

4. Prior to the commencement of new service connections in the Business Park Sewer District, the Town shall adopt a Sewer Use Law, that incorporates the requirements of the Village Sewer Use Law as depicted in Chapter 260, “Water and Sewer” of the Village Code,

applicable standards of the New York State Department of Environmental Conservation and New York State Department of Health, all as may be amended from time to time. Where necessary, the Town shall periodically amend the Sewer Use Law within a reasonable time of applicable amendments to the Village's Sewer Use Law.

5. Property owners within the Sewer District shall be notified in writing by the Village at such time as the sewer system is available for connection. Upon notification, property owners shall be granted a period of time to connect to the sewer system as outlined in the Village's Sewer Use Law and the provisions contained in the Village's Sewer Use Law shall be in effect upon notice.

6. In the event that the Village's ~~WWTP or other~~ sewer system infrastructure requires capital improvements the related costs shall be assessed against all benefited properties as provided by applicable law.

~~7.~~ 7. In the event that the sewer system infrastructure for the Business Park Sewer District, located within the Town, requires capital improvements to maintain the existing capacity or to meet the demand of the Business Park Sewer District, then such capital improvements shall be a charge assessable to the Business Park Sewer District as provided by applicable law.

8. The Town shall not be responsible for monitoring the quality or quantity of ~~sewage~~ sewer supplied to the sewer system.

9. Notwithstanding anything to the contrary herein and to the extent permitted by law, the Town shall not be responsible for payment of Village charges or assessments except to the extent caused by the Town's failure to reasonably and timely cooperate with the Village to cure any breach of this agreement.

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ARTICLE VII

MERGER CLAUSE AND MODIFICATIONS

1. This Agreement, with its Exhibits, contains the entire agreement between the Village, the Town and the IDA. Any agreements hereafter made shall not modify this Agreement unless such agreement is signed by the duly authorized representatives of the Village, the Town and the IDA.

2.

ARTICLE VIII

COMPLIANCE WITH LAWS

1. Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations promulgated pursuant thereto. No "action", as the same is referred to in Article 8 of the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

2. The Parties shall comply with all Federal, State, and local statues, rules regulations, orders and ordinances applicable to the performance of this Agreement.

ARTICLE IX

TERM OF AGREEMENT

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1. In accordance with Section 118-a of the New York State General Municipal Law, the term of this Agreement shall be thirty (30) years (the “Term”). The Village and the Town agree to review this Agreement not less frequently than once every five (5) years throughout the term of this Agreement. Modifications, amendments, or changes to this Agreement must be acceptable to the Parties.

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2. Such term shall continue for additional periods of ten (10) years (a “Renewal Term”) each unless and until one (1) party shall have duly served a duly authorized written notice upon the Chief Executives of the other parties and owners of record of all real property within the Improvement District of intent not to continue this Agreement beyond the next succeeding termination date. Said written notice must be served, as aforesaid, not less than two (2) years prior to the end of the then current Term or Renewal Term.

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ARTICLE X

INDEMNIFICATION

The IDA will indemnify, hold harmless, defend and pay the Town for all damages, costs, obligations or expenses, including payment of legal services fees, incurred by the Town resulting from the Town’s being a co-applicant for the US EDA Grant.

ARTICLE XI

NOTICES

All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, by certified or registered mail, postage prepaid, return receipt requested, or by electronic mail showing the email was sent to

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the email addresses of the respective party's clerk and mayor or supervisor, as applicable. If mailed, the notice will be deemed to have been given seventy-two (72) hours after the date of mailing.

The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

Supervisor
Town of Richfield
18 James Street
Richfield Springs, New York 13439

Mayor
Village of Richfield Springs
102 Main Street
Richfield Springs, New York 13439

Jody Zakrevsky, CEO
County of Otsego Industrial Development Agency
189 Main Street, Suite 500
Oneonta, New York 13820

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement following
authorization of same by resolution of their respective Boards.
|

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Dated:

Jody Zakrevsky, CEO
County of Otsego Industrial Development Agency

Dated:

Richard Spencer, Mayor
Village of Richfield Springs

Dated:

Larry Frigault, Supervisor
Town of Richfield

State of New York _____)
_____) ss.:
County of Otsego)

On the day of in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Jody Zakrevsky, CEO, County of Otsego Industrial Development Agency**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
My Commission Expires:

State of New York _____)
_____) ss.:
County of Otsego)

On the day of in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Richard Spencer, Mayor, Village of Richfield Springs** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
My Commission Expires:

State of New York _____)
_____) ss.:
County of Otsego)

On the day of in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Larry Frigault, Supervisor, Town of Richfield** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
My Commission Expires:

EXHIBIT A

DESCRIPTION OF BUSINESS PARK SEWER SYSTEM

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EXHIBIT B
MAP DESCRIBING LOCATION OF BUSINESS PARK SYSTEM

**INTERMUNICIPAL COOPERATION AGREEMENT
TOWN OF RICHFIELD AND VILLAGE OF RICHFIELD SPRINGS
FOR SEWER SERVICE**

EXHIBIT C

SEWER LINE EASEMENT

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**INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN
COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY,
TOWN OF RICHFIELD
AND VILLAGE OF RICHFIELD SPRINGS
FOR WATER SERVICE**

This Intermunicipal Cooperation Agreement dated October __, 2024 (the “Agreement”) is between the **VILLAGE OF RICHFIELD SPRINGS**, a municipal corporation, established under the laws of the State of New York, located in the County of Otsego and State of New York, with offices at 102 Main Street, Richfield Springs, New York, hereinafter referred to as the “Village”, the **TOWN OF RICHFIELD**, a municipal corporation, established under the laws of the State of New York, located in the County of Otsego and State of New York, with offices at 18 East James Street, Richfield Springs, New York, hereinafter referred to as the “Town”, and the **COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation, established under the laws of the State of New York, located in the County of Otsego and State of New York with offices at 189 Main Street, Suite 500, Oneonta, New York, hereinafter referred to as the “IDA”, collectively “the Parties”; and,

WHEREAS this Agreement is entered into pursuant to New York State General Municipal Law Article 5-G and this Agreement constitutes an intermunicipal cooperation agreement to facilitate the establishment of a town water district and to provide water service to the proposed Richfield Springs Eco Industrial Business Park (“Business Park”) located within the Town of Richfield; and,

WHEREAS the IDA is constructing, at its own expense, a new water system (“Business Park Water System”) containing all improvements necessary to complete the Business Park Water System and connect it to the existing Village water system (“Village Water System”); and,

WHEREAS the new Business Park Water System will run from the end of the existing Village main on the South side of NYS Route 28 (approximately 100 feet east of Lake View Avenue), to a new access road to the Richfield Springs Eco Industrial Business Park. The new water main will be placed on the west side of the access road to the business properties, then along lands of the IDA, to Elm Street Extension and connect to the existing Village Water System; and,

WHEREAS the Business Park Water System will solely benefit tax parcels which, as of the date of this Agreement, are owned by the IDA; and,

WHEREAS a plan depicting the Business Park Water System entitled Master Plan prepared by Keystone Associates and revised August 19, 2024 is attached hereto as **Exhibit A**; and,

WHEREAS a map entitled “Water District Map”, prepared by Keystone Associates and dated March 13, 2023 which depicts the Business Park Water System is attached hereto as **Exhibit B**; and,

WHEREAS the IDA wishes to receive up to 14,500 gallons of water per day, calculated in accordance with the permits held by the Village to withdraw, treat and distribute potable water, which is acceptable to the Village, subject to the covenants, provisions and agreements hereinafter set forth; and,

WHEREAS the Village has sufficient excess capacity within its water supply, treatment and distribution system to assign up to 14,500 gallons of potable water per day to the Business Park Water System if the conditions set forth in this agreement are met; and,

WHEREAS the IDA seeks establishment of a Business Park Water District to accommodate funding of all costs related to operation and maintenance of the Business Park Water System; and,

WHEREAS the Village is willing to undertake operation and maintenance of the Business Park Water System subject to the conditions set forth in this Agreement; and,

WHEREAS the Town is willing to pursue establishment of a Business Park Water District and adoption of a local law regarding water service, consistent with the Village's local law regarding water service, including, without limitation, provisions related to the collection of unpaid Water Rents (which include use/service charges) as a lien against property, and capital improvements as may be necessary; and,

WHEREAS, the Town is willing to accept ownership of that portion of the Business Park Water System located within the Town, subject to the terms and conditions set forth in this Agreement; and,

WHEREAS the Parties have determined that the provision of water supply and distribution services is in the best interest of promoting continued economic development and public health.

NOW, THEREFORE, in consideration for the promises and mutual covenants and agreements herein set forth, and One Dollar and 00/100 (\$1.00), receipt by each party of which is acknowledged, and other good and valuable consideration, the Parties mutually agree as follows:

ARTICLE I

CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

1. At its own expense, the IDA will obtain all necessary approvals and construct all of the water improvements located within the Town and the Village that are necessary to complete the Business Park Water System and connect it to the existing Village Water System.

2. The Business Park Water System and all connections will be constructed in accordance with Village requirements.

3. The IDA hereby warrants that the completed Business Park Water System is designed by professional engineers duly licensed and authorized in New York State to prepare such designs.

4. The IDA hereby warrants that the completed Business Park Water System is and will be designed in accordance with all applicable codes and in accordance with generally accepted professional design standards for such systems.

5. The IDA hereby warrants that the Business Park Water System, when completed, will be constructed in accordance with the applicable designs and specifications using all new materials and in a good and workmanlike manner.

6. The IDA will retain a third-party engineer to observe construction of the Water System and to test and commission the completed system.

7. The IDA, at its own expense, will directly undertake correction of all conditions that are contrary to the above warranties for a period commencing upon completion of the system and ending two (2) years after successful testing and commissioning of the completed water system or after connection of such system to a facility that causes such system to be placed into regular daily use for a period of at least six (6) months on each of the two (2) business lots within the Business Park, whichever is longer.

ARTICLE II

TRANSFER OF TITLE AND OWNERSHIP OF IMPROVEMENTS

1. The IDA will convey, and the Town agrees to accept, ownership of that portion of the Business Park Water System that is located within the Town up to the lateral connection valve placed at the road right of way for each of the benefited lots following completion of the Business Park Water System, successful third-party testing and commissioning of the completed water system and formation of the Improvement District.

2. The IDA will then also convey the Water Line Easement attached hereto as Exhibit C to the Town.

3. The IDA will also assign to the Town all warranties related to the System extended to the IDA under the Construction Contract.

ARTICLE III

WATER DISTRICT

1. The Town will expeditiously undertake to comply with the Town Law to complete the establishment of the Business Park Water District under applicable provisions of New York State Town Law Article 12-a.

2. All costs incurred by the Town to operate, repair, maintain, improve or replace the Business Park Water System and/or to administer the Business Park Water District will be charged to the Business Park Water District and assessed against the benefited properties in the Business Park Water District.

3. The establishment of the Business Park Water District will permit the imposition of assessments as liens against parcels within the Business Park Water District, as provided under applicable New York law, including, without limitation, the following:

a. Unpaid Water Rents benefiting such parcels connected to the System which amounts were previously billed in accordance with the Village's rates and billing practices to the tax record owner(s) of the applicable parcel and not timely paid.

b. Each parcel's share of the Town administrative, legal, direct and/or other expenses incurred for the purpose of operating, maintaining, repairing, improving or replacing the Business Park Water System and the Business Park Water District.

c. Special Assessments for capital improvements.

4. The IDA agrees that the Business Park Water District is for the benefit of the two (2) parcels in the Business Park and that no other properties are benefited by the Business Park Water District.

5. No other properties will be connected to the Water System without the agreement of the Village and unless their owners agree to participate as part of the Business Park Water District on a going forward basis.

6. Copies of map(s), plan(s) and report(s) will be provided to all parties at least thirty (30) days before they are formally adopted by the Town Board. The report(s) will provide a district water demand projection.

7. The Village shall treat up to 14,500 gallons and distribute up to 14,500 gallons per day of potable water, calculated in the same manner as the permits held by the Village for the operation of the Village's water supply, treatment and distribution, to supply water to the Business Park Water District within the geographic boundary of the Town, depicted on the map entitled "Business Park Water District Map", a copy thereof incorporated in Exhibit B hereto.

8. Prior to the commencement of new service connections in the Business Park Water District, the Town shall adopt a water use law, which shall mandate the same requirements for water systems imposed by the Village for the Village Water System to the

extent applicable to the Business Park Water System. These shall include, but not be limited to, appropriate requirements for water connections, including but not limited to, curb stops, piping, joints, meters, hydrants, curb boxes, corporation stops and valves, and as a minimum, to meet New York State legal and regulatory requirements. The Town water use law shall require compliance with applicable Federal and State requirements.

9. The Village shall be responsible for operation and maintenance of the Business Park Water System in consideration of Water Rents paid to the Village

10. Neither the Town nor the IDA objects to the Village interrupting service to any user in accordance with its normal service regulations applicable to Village resident users when arrears on payment of the user's Water Rents and Special Assessments, if any, exceeds the Village's normal requirements or sixty (60) days whichever is greater. Such service is to be reinstated once payment is made current and any required security and/or advance payments are made. The Town is not responsible for such service interruptions.

ARTICLE IV

WATER METER READING AND BILLING

OF VILLAGE WATER CHARGES

1. Water Rents and Assessments - The Village agrees that the users in the Business Park Water District shall be liable only for costs associated with the provision of water service to such District including usage, operation, maintenance and repair costs, administrative costs, and capital costs as outlined herein. Water Rents include use/service charges. Assessments or Special Assessments include capital project costs.

2. Meters - A water meter shall be installed at each user site and a master meter installed directly after the pump station in accordance with Village standards. The individual meters at each user site will be installed at the user's expense. The master meter will be installed

as part of the new system at the IDA's expense. The Village will perform the water meter readings monthly for the purpose of billing. Upon request by the Town, the Village will provide the Town with a summary listing showing each user and the corresponding number and amounts of readings and charges.

3. Billing - Billing for Water Rents and Special Assessments, if any, will be calculated by the Village. The Village, as a service provider to the Business Park Water District, will bill each user within the Business Park Water District monthly. Such bills will be due and payable on the first day of each month. The Village's billing practices may periodically adjust without further agreement of the Parties to comply with applicable laws and regulations in relation to billing and collection and/or to coincide with billing practices applicable to users inside of the Village.

4. Outside User Rents – It is agreed that Business Park Water District users shall be charged a Water Rent that equals the user rate for users outside of the Village in the same volume class.

5. The Village may adjust Village Rates and Business Park Water District Water Rents concurrently to respond to changes in the cost of operations and maintenance of the Village water system as circumstances dictate.

6. Special Assessments - Separate from and in addition to the Water Rents established herein, the Town may levy benefit assessments to pay for Town expenses, including, without limitation, capital improvement expenses, incurred for the Business Park Water System or District, and in the event that the Village's water supply, treatment or distribution system infrastructure requires capital improvements the related costs shall be assessed against all benefited properties.

7. Effective Date of Rents – Village Water Rents shall apply to users within the Business Park Water District when they connect to the water system.

8. Effective Date of Assessments – Special Assessments shall apply to the benefited properties upon establishment of the Business Park Water District.

9. Upon the establishment of the Business Park Water District, the Town is authorized to assess liens in accordance with Article III above to the extent provided under applicable law.

10. The procedure for such collection of Village Charges shall be as follows and may be adjusted as necessary without further agreement of the Parties to facilitate collection of Village Charges:

- a. On or about November 1 of each year, the representative of the Village designated by the Village Board of Trustees to conduct billing of Water Rents and Special Assessments, if any, shall compile a list of property owners within the Water District with accounts that are still delinquent sixty (60) days after completion of the Village's normal billing and collection practices.
- b. The total amount due from each such property owner shall be calculated and an additional charge of up to five percent (5%) for penalty and interest may be assessed by and for the benefit of the Village.
- c. The Village representative shall then transmit as soon as practical but not later than November 10th the list of delinquent property owners and amounts due to the representative of the Town designated by the Town Board to receive such information.

- d. The delinquent Water Rents and Special Assessments, if any, shall be incorporated into the Town's tax bill for each such property with this information furnished by the Town to the County.
- e. Thereafter, the delinquent Water Rents and Special Assessments, if any, shall appear on the Town and County tax bills which are rendered in January of the following year.
- f. Amounts received by the Town for such delinquent charges shall be remitted to the Village to be applied toward outstanding delinquent Water Rents and Special Assessments, if any, for each corresponding property.
- g. Upon request, the Town will provide such information as it receives to track amounts received to corresponding properties.

11. To the extent permitted by law, neither the Town nor the IDA objects to the Village requiring a deposit in advance for Water Rents and Special Assessments, if any, from any user whose balance owed exceeds a certain amount, as determined by resolution of the Village Board of Trustees.

**ARTICLE V
OPERATIONAL CONTROL**

1. The Village, its employees and representatives shall be permitted to inspect all components of the water infrastructure of the Business Park Water District. In the event of an emergency or in order to ensure the continued service of the system to the other users, the Village will take all reasonable steps and perform any other related maintenance for such purposes. The Village shall provide verbal and/or written communication to the Town discussing emergency circumstances and actions taken as soon as practicable.

2. The costs and funding of future expansion of the Village's water infrastructure required solely to provide water service to the Business Park Water District, other than maintenance and repair, are not included in the charges and services provided under this Agreement. The Village shall notify the IDA, current property owner(s) and the Town of such capital improvements that may be necessary to service the Business Park Water District.

ARTICLE VI PROVISION OF WATER SERVICES

1. The Village shall supply, treat and distribute potable water to the Town's Business Park Water District for as long as the Business Park Water District remains in existence and this Agreement remains in full force and effect subject to the Village's right to temporarily interrupt operation and maintenance to specific parcels for the non-payment of Water Rents and Special Assessments by such parcels and provided that capital improvements other than maintenance and repair are not necessary to service the Business Park Water District.

2. The Village warrants that it has the capacity to provide water services to the Business Park Water District and that it is legally empowered to distribute potable water to the Business Park Water District provided approval is granted from regulatory agencies and the water system to serve the Business Park Water District is properly constructed and operational.

3. The Village shall provide adequate and proper maintenance and repair of the water system facilities. The Village will budget for adequate maintenance and repair.

4. Prior to the commencement of new service connections in the Business Park Water District, the Town shall adopt a Water Use Law, that incorporates the requirements of the Village Water Use Law as depicted in Chapter 260, "Water and Sewer" of the Village Code, applicable standards of the New York State Department of Environmental Conservation and New York State Department of Health, all as may be amended from time to time. Where

necessary, the Town shall periodically amend the Water Use Law within a reasonable time of applicable amendments to the Village's Water Use Law.

5. Property owners within the Water District shall be notified in writing by the Village at such time as the water system is available for connection. Upon notification, property owners shall be granted a period of time to connect to the water system as outlined in the Village's Water Use Law and the provisions contained in the Village's Water Use Law shall be in effect upon notice.

6. In the event that the Village's water supply, treatment or distribution system infrastructure requires capital improvements the related costs shall be assessed against all benefited properties as provided by applicable law.

7. In the event that the water system infrastructure for the Business Park Water District, located within the Town, requires capital improvements to maintain the existing capacity or to meet the demand of the Business Park Water District, then such capital improvements shall be a charge assessable to the Business Park Water District as provided by applicable law.

8. The Town shall not be responsible for monitoring the quality or quantity of water supplied to the water system.

ARTICLE VII

MERGER CLAUSE AND MODIFICATIONS

1. This Agreement, with its Exhibits, contains the entire agreement between the Village, the Town and the IDA. Any agreements hereafter made shall not modify this Agreement unless such agreement is signed by the duly authorized representatives of the Village, the Town and the IDA.

**ARTICLE VIII
COMPLIANCE WITH LAWS**

1. Notwithstanding any other term or provision to the contrary herein, no party, hereto shall commence or engage in any activity hereunder, and no party shall have any obligations hereunder, unless and until the responsible parties have completed all necessary review of the activities contemplated by this Agreement pursuant to Article 8 of the Environmental Conservation Law and the rules and regulations promulgated pursuant thereto. No “action”, as the same is referred to in Article 8 of the Environmental Conservation Law and SEQRA regulations, shall be taken hereunder until all the procedures and requirements set forth therein have been completed with respect to the work contemplated hereby.

2. The Parties shall comply with all Federal, State, and local statutes, rules regulations, orders and ordinances applicable to the performance of this Agreement.

**ARTICLE IX
TERM OF AGREEMENT**

1. In accordance with Section 118-a of the New York State General Municipal Law, the term of this Agreement shall be thirty (30) years (the “Term”). The Village and the Town agree to review this Agreement not less frequently than once every five (5) years throughout the term of this Agreement. Modifications, amendments, or changes to this Agreement must be acceptable to the Parties.

2. Such term shall continue for additional periods of ten (10) years (a “Renewal Term”) each unless and until one (1) party shall have duly served a duly authorized written notice upon the Chief Executives of the other parties and owners of record of all real property

within the Improvement District of intent not to continue this Agreement beyond the next succeeding termination date. Said written notice must be served, as aforesaid, not less than two (2) years prior to the end of the then current Term or Renewal Term.

**ARTICLE X
INDEMNIFICATION**

The IDA will indemnify, hold harmless, defend and pay the Town for all damages, costs, obligations or expenses, including payment of legal services fees, incurred by the Town resulting from the Town's being a co-applicant for the US EDA Grant.

**ARTICLE XI
NOTICES**

All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Agreement will be in writing, addressed to the Parties at their respective addresses as provided below, and will be delivered in person, by certified or registered mail, postage prepaid, return receipt requested, or by electronic mail showing the email was sent to the email addresses of the respective party's clerk and mayor or supervisor, as applicable. If mailed, the notice will be deemed to have been given seventy-two (72) hours after the date of mailing.

The addresses of the Parties to which such notices are to be sent will be and until further notice are, as follows:

Supervisor
Town of Richfield
18 James Street
Richfield Springs, New York 13439

Mayor
Village of Richfield Springs
102 Main Street
Richfield Springs, New York 13439

Jody Zakrevsky, CEO
County of Otsego Industrial Development Agency
189 Main Street, Suite 500
Oneonta, New York 13820

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement following authorization of same by resolution of their respective Boards.

EXHIBIT A

DESCRIPTION OF BUSINESS PARK WATER SYSTEM

EXHIBIT B

MAP DESCRIBING LOCATION OF BUSINESS PARK SYSTEM

EXHIBIT C
WATER LINE EASEMENT

**RESOLUTION AUTHORIZING SALE OF PROPERTY
LOCATED IN THE TOWN OF ONEONTA**

A regular meeting of County of Otsego Industrial Development Agency (the “Agency”) was convened in public session in the office of the Agency located at 189 Main Street, Suite 500 in the City of Oneonta, Otsego County, New York on October 24, 2024 at 8:00 o’clock, a.m., local time.

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

PRESENT:

Cheryl Robinson	Chairperson
David Rowley	Vice Chairperson
Jeffrey C. Lord	Treasurer
Tom Armao	Secretary
Craig Gelbsman	Member
Patricia Kennedy	Member
Andrew Marietta	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Jody Zakrevsky	Chief Executive Officer
Meaghan Marino	Director of Finance and Administration
Jordan Allen	Administrative Assistant
Kurt D. Schulte, Esq.	Agency Counsel
Christopher C. Canada, Esq.	Special Counsel

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

Resolution No. 10-24

RESOLUTION AUTHORIZING THE SALE OF LAND LOCATED IN THE TOWN OF ONEONTA, FULTON COUNTY, NEW YORK AND THE EXECUTION BY COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY OF CERTAIN DOCUMENTS IN CONNECTION WITH SUCH SALE.

WHEREAS, County of Otsego Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 252 of the 1973 Laws of New York, as amended, constituting Section 910-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial 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

WHEREAS, the Agency now wishes to authorize the Disposition and the actions contemplated by the Conveyance Documents;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. 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;

(B) The Disposition is within the purpose, mission and governing statutes of the Agency; and

(C) In no event shall the Disposition occur earlier than ninety (90) days after the date on which the Agency transmitted the Explanatory Statement relating to the Disposition to the State Officials and Entities.

Section 2. In consequence of the foregoing, and subject to the approval of the form of the Conveyance Documents by Agency counsel, the Agency hereby determines to: (A) convey the Property to the Purchaser according to the terms of the Conveyance Documents and (B) execute the Conveyance Documents.

Section 3. The Agency is hereby authorized to convey the Property to the Purchaser pursuant to the Conveyance Documents and to do all things necessary and appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The Chairperson, Vice Chairperson and the Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Conveyance Documents and the other documents related thereto, and, where appropriate, the 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, variations, omissions and insertions as the Chairperson, Vice Chairperson or the Chief Executive Officer shall approve, the execution thereof by the Chairperson, Vice Chairperson or the Chief Executive Officer to constitute conclusive evidence of such approval.

Section 5. 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 Conveyance 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 this resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Conveyance Documents binding upon the Agency.

Section 6. This resolution shall take effect immediately.

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

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

I, the undersigned Secretary of Otsego County Industrial Development Agency (the “Agency”), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on October 24, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 24th day of October, 2024.

BY: _____
Secretary

(SEAL)

**RESOLUTION APPROVING INTERMUNICIPAL COOPERATION AGREEMENTS
RICHFIELD ECO-INDUSTRIAL BUSINESS PARK**

A regular meeting of County of Otsego Industrial Development Agency (the "Agency") was convened in public session in the office of the Agency located at 189 Main Street, Suite 500 in the City of Oneonta, Otsego County, New York on October 24, 2024 at 8:00 o'clock, a.m., local time.

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

PRESENT:

Cheryl Robinson	Chairperson
David Rowley	Vice Chairperson
Jeffrey C. Lord	Treasurer
Tom Armao	Secretary
Craig Gelbsman	Member
Patricia Kennedy	Member
Andrew Marietta	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Jody Zakrevsky	Chief Executive Officer
Meaghan Marino	Director of Finance and Administration
Jordan Allen	Administrative Assistant
Kurt D. Schulte, Esq.	Agency Counsel
Christopher C. Canada, Esq.	Special Counsel

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

Resolution No. ____ - __

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY COUNTY
OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY OF CERTAIN
INTERMUNICIPAL AGREEMENTS RELATING TO THE DEVELOPMENT OF THE
RICHFIELD SPRINGS ECO-INDUSTRIAL BUSINESS PARK.**

WHEREAS, County of Otsego Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 252 of the 1973 Laws of New York, as amended, constituting Section 910-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities,

(D) It is desirable and in the public interest for the Agency to enter into the Agreements and any additional documents related thereto (collectively the "Agency Documents").

Section 3. In consequence of the foregoing, the Agency hereby determines to, subject to review and finalization of the Agency Documents by Agency Counsel and Agency Special Counsel, (A) approve the Agency Documents, in substantially the forms presented at this meeting, with such changes and modifications as approved by the Chairperson, (C) enter into the Agency Documents and (D) authorize the execution by the Agency of the Agency Documents.

Section 4. All action taken by the Chairperson and the Chief Executive Officer of the Agency with respect to the Agency Documents is hereby ratified and confirmed.

Section 5. Subject to satisfaction of the conditions contained in Section 3 above, the Chairperson (or Vice Chairperson) of the Agency is hereby authorized to execute and deliver the Agency 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 form thereof presented to this meeting, with such changes, variations, omissions and insertions as the Chairperson (or Vice Chairperson) shall approve, the execution thereof by the Chairperson (or Vice Chairperson) to constitute conclusive evidence of such approval.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency 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 Agency Documents binding upon the Agency.

Section 7. This Resolution shall take effect immediately.

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

Cheryl Robinson	VOTING	_____
David Rowley	VOTING	_____
Jeffrey C. Lord	VOTING	_____
Tom Armao	VOTING	_____
Craig Gelbsman	VOTING	_____
Patricia Kennedy	VOTING	_____
Andrew Marietta	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.