

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

Jody Zakrevsky, CEO * **Joseph Scott**, Bond Counsel * **Kurt Schulte**, Counsel * **Meaghan Marino**, Dir. of Finance and Administration

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, JUNE 23RD, 2022

- ROLL CALL
- CHAIR'S REMARKS
- APPROVAL OF MEETING MINUTES
 - May 26th, 2022 – COIDA Board Meeting Minutes
- REPORT OF THE AUDIT & FINANCE COMMITTEE AND TREASURER
- BILLS AND COMMUNICATIONS
- REPORT OF THE PROJECTS COMMITTEE
- NEW AND UNFINISHED BUSINESS
 - Amended Approving Resolution – Ford Block, LLC.
 - Barton & Loguidice Proposal for Grant Assistance
- PUBLIC COMMENT PERIOD
- EXECUTIVE SESSION, IF NEEDED
- ADJOURNMENT

COUNTY OF OTSEGO INDUSTRIAL DEVELOPMENT AGENCY

May 26th, 2022

MEETING MINUTES

CALL TO ORDER

Chair, J. Joyner, called to order the meeting of COIDA at 8:04am. M. Marino conducted roll call and determined there was a quorum. Voting members present included:

Jeffery Joyner
Andrew Marietta
Patricia Kennedy (v)*
James Seward

Dave Rowley
Craig Gelbsman
Cheryl Robinson

Absent Board Member(s): Jeffrey Lord, Tom Armao

Also, in attendance:

STAFF

Jody Zakrevsky, **CEO**

Meaghan Marino, **Dir. of Finance and Administration**

(v) – virtual

*board members joining the meeting virtually are ineligible to vote on items

CHAIR'S REMARKS

Chair, J. Joyner, welcomed fellow board members and staff to the May board meeting. He also noted that it was very positive that Senator Schumer came to the agency to express his support for our grant application for the Acceleration and Innovation Center. He commended J. Zakrevsky for putting that meeting together and his representation of the IDA.

MEETING MINUTES

J. Joyner presented the meeting minutes from the April 5th, 2022 COIDA special board meeting. Board members were given a copy of the minutes prior to the meeting for review. D. Rowley made a motion to approve the meeting minutes. The motion was seconded by J. Seward and it was approved by the remaining members present.

BILLS & COMMUNICATIONS

Board members reviewed the bills for the agency since the May 12th Audit & Finance Committee meeting. Three of the four expenses were normal operating expenses. The fourth expense was a check to Steiner's Meat Processing Facility in Otego, NY in the amount of \$19,278.02. However, this amount was completely reimbursable by Empire State Development, as Steiner's was awarded grant funding from ESD through our agency.

C. Gelbsman made a motion to approve payment of the expenses provided. D. Rowley seconded the motion and it was approved by remaining members.

COMMITTEE REPORTS

- ❖ Audit & Finance – The Audit & Finance Committee meeting was held on May 12th, 2022. J. Lord, Chair of the Committee, was absent from the meeting. C. Gelbsman referred board members to a draft copy of the minutes from that meeting as a review of the Audit & Finance Committee.
- ❖ Governance Committee – There was no Governance Committee meeting in May. The next Governance Committee meeting will be held in August, 2022.
- ❖ Projects Committee – The Projects Committee meeting was held on May 12th, 2022. C. Robinson, Chair of the Committee, referred board members to a draft copy of the minutes from that meeting as a review of the Projects Committee.

NEW BUSINESS / UNFINISHED BUSINESS

- **Solar Energy PILOT Policy** – J. Zakrevsky updated board members that at the May Projects Committee meeting, the committee discussed three potential solar projects for Otsego County. Because those projects are likely to request PILOT agreements, J. Zakrevsky is requesting the board adopt a solar energy PILOT policy. This policy had been reviewed by the board previously, but never voted on. The policy is modeled off similar policies that have been adopted by other IDAs in New York, and is similar to one recommended by NYSERDA. The policy would include the standard 15-year PILOT agreement, \$5,000-\$6,000/mw with a 2% increase each year. The solar company would be responsible for the closing fees, the total value of the construction costs, and the annual fee to the agency based on .007% of the projects costs. J. Seward noted that the policy did mention Herkimer County, as pieces of the policy had been pulled from other counties. The change was made to the policy prior to voting.
- **Oneonta Youth Soccer Assoc. (OYSA) Lease** – Both the Audit & Finance Committee and the Projects Committee reviewed the OYSA lease at their May meetings. J. Zakrevsky is requesting approval from the board to sign the lease presented and send it to OYSA for signature. C. Robinson asked for the changes that were made between this lease and the last lease with OYSA. J. Zakrevsky advised that OYSA is responsible for up to \$5,000 in expenses on the irrigation system. After \$5,000, the IDA has agreed to share the cost on any repairs to the irrigation system. The IDA has also agreed to come up with a capital plan for long-term improvements to the fields.
- **Hodgson Russ Engagement Letter** – J. Zakrevsky presented the board with engagement letters from Hodgson Russ for both the IDA and the CRC. The letters detail Hodgson Russ' work with both agencies. J. Zakrevsky requested that the board approve either himself or J. Joyner to sign the letters and return them to Hodgson Russ.

RESOLUTIONS

Solar Energy PILOT Policy

Otsego County Industrial Development Agency

Off-site Commercial Solar Photovoltaic Policy

Purpose

The Otsego County Industrial Development Agency (IDA) wishes to adopt an off-site commercial solar photovoltaic policy to encourage solar development for the following purposes:

1. Support New York State's "Reforming the Energy Vision" Initiative, which is intended to encourage renewable energy development that will spur economic growth and develop new energy business models. The initiative set statewide goals of cutting greenhouse gas emissions by 80% by 2050 and generating 50% of New York's electricity from renewables by 2030.
2. Support consumer choice for renewable energy generation.
3. Administer a single countywide uniform tax exemption policy allowing municipalities to collect long-term predictable payments in lieu of taxes without the burden of developing and administering PILOT agreements at the municipal level.
4. Assist project developers by offering a single countywide tax exemption policy, elimination the need to negotiate PILOTs with multiple taxing jurisdictions.
5. To enhance developers' prospects for financing community distributed generation projects by offering a uniform PILOT structure that is simple, predictable, and more appealing to lenders.

Policy

This policy provides incentives for off-site solar projects that provide renewable energy benefits to residential and commercial customers. Eligible projects are commercial scale projects, generally two megawatts or less, as outlined in state law. Types of eligible projects include:

- Community distributed solar/shared solar;
- Off-site generation projects that have a wholesale power purchase agreement with one or more users.

To respect variations in local municipal policy, each project application must include a letter from the host municipality endorsing the proposed payment in lieu of tax agreement with the IDA. It is strongly encouraged that the applicants provide a preference or pre-offering to Otsego County residents.

The following standard incentives will be offered:

Property Tax:	Real estate taxes on the increased value resulting from improvements are partially abated over a fifteen (15) year period. The annual payment in lieu of taxes (PILOT) will range from \$5,000 to \$6,000 per megawatt (MW) of the facility's nameplate capacity, with a 2% increase each year. PILOT payments replace local, county, and school district taxes only; special district taxes are not eligible under PILOT. The actual amount will depend on projected annual revenue.
Sales Tax:	Exemption from State and local sales tax on project costs outlined in the IDA Policies and Procedures.
Mortgage Recording Tax:	Exemption from the State share of the mortgage recording tax as outlined in the IDA Policies and Procedures.

Fees

The applicant is responsible for paying the IDA Administrative Fee at the time of closing. The fee will be equal to 1.00% of the total value of expenses that are positively impacted by IDA incentives as well as an annual fee based on .007%. The applicant is also responsible for paying the IDA for all legal costs in incurs including IDA Counsel.

Other

Unless specifically outlined in this policy, the applicant will be responsible for complying with all other rules and regulations as set forth in the IDA's Policies and Procedures.

C. Robinson made a motion to approve the solar policy presented. D. Rowley seconded the motion, and it was approved by remaining members present.

Approval of OYSA Soccer Lease

Board members reviewed the five-year lease between the IDA and the Oneonta Youth Soccer Association for their use of the Wright Soccer fields.

J. Seward made a motion to approve the lease for OYSA's use of the Wright Soccer fields. C. Robinson seconded the motion, and it was approved by remaining members present.

Hodgson Russ Engagement Letters

Board members reviewed engagement letters provided by Hodgson Russ for on-going legal services provided by their firm. Letters were provided for both the IDA and the CRC.

A. Marietta made a motion to approve having the Chair of the agency sign the letters on the IDA's behalf. C. Gelbsman seconded the motion, and it was approved by remaining members present.

EXECUTIVE SESSION

D. Rowley made a motion to enter executive session with committee members only, under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 8:20am for the following reasons: To discuss the potential sale or lease of property. C. Robinson seconded the motion, and it was approved by all committee members present. The committee entered executive session at 8:20am.

There was no action taken in executive session.

D. Rowley made a motion to enter back into public session; C. Robinson seconded, and all members approved. The committee exited executive session at 8:41am.

PUBLIC COMMENT

There was no public in attendance.

ADJOURNMENT

D. Rowley made a motion to adjourn the meeting of the IDA board at 8:42am.

UPCOMING MEETING SCHEDULE

- COIDA/OCCRC Audit & Finance Committee Meeting / Projects Committee Meeting – June 16, 2022
- COIDA/OCCRC Board Meeting – June 23, 2022

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

DRAFT

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

**AUDIT & FINANCE COMMITTEE
JUNE 9TH, 2022
MEETING MINUTES**

CALL TO ORDER

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

Jeffrey Lord
David Rowley
James Seward
Jeffery Joyner*

Andrew Marietta (v)
Cheryl Robinson
Tom Armao

Also, in attendance:

STAFF

Jody Zakrevsky, **CEO**
Meaghan Marino, **Dir. of Finance and Admin.**

(v) – virtual – because the open meeting law has expired, Andrew Marietta attended the meeting virtually, but was not counted towards a quorum and was not eligible to vote on items.

* departed before end of meeting.

CHAIR'S COMMENTS

J. Lord moved immediately into the agenda.

MEETING MINUTES

J. Lord requested a motion to approve the meeting minutes from the May 12th Audit & Finance Committee meeting. Members were given the draft minutes prior to the meeting for review. There being no corrections, D. Rowley made a motion to approve the meeting minutes. J. Joyner seconded the motion, and it was approved by remaining members.

PAYMENT OF BILLS

J. Lord reviewed the bills and deposits made since the May Audit & Finance Committee meeting. Committee members received a report of the expenses and deposits prior to the meeting to review. J. Lord asked staff if there were any pending changes modifications to any loan or rental payments in the

future. M. Marino advised that Brooks has one payment left on their loan until it is fully paid off. J. Seward asked about the status of Congressman Delgado's office space in Otsego Now. M. Marino advised that their staff was in during the week and that no one has contacted her about moving out or terminating the lease.

J. Joyner made a motion to approve paying the expenses presented to the committee. C. Robinson seconded the motion, and it was approved by remaining members.

REVIEW OF FINANCIALS

J. Zakrevsky reviewed his YTD budget for the committee. Members were given a copy of the report prior to the meeting to review. J. Lord noted that during the financial audit over the last few years it's come up that the CRC has funds that are collecting very little interest. He noted that over the next 12 months we may see an opportunity to take some of those funds in higher interest-bearing accounts, as rates start to pick up.

NEW AND UNFINISHED BUSINESS

- **Southern Tier 8 Broadband Conference** – J. Zakrevsky noted that Southern Tier 8 is holding a broadband conference on June 28th in Binghamton, NY. They've requested \$2,000 from the IDA for sponsorship. J. Zakrevsky and the Otsego County Chamber have agreed to split the costs of the sponsorship. C. Robinson asked what the costs cover and J. Zakrevsky advised it would go towards the cost of the hotel where the conference is being held. The sponsorship would give the IDA and the Chamber six tickets to the event. J. Zakrevsky advised that he would like for the new County Planning Director to attend as her job will entail her to deal heavily with the broadband issues in our County.

EXECUTIVE SESSION

D. Rowley made a motion to enter executive session with committee members only, under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 9:06am for the following reasons: To discuss the financial history of an outstanding loan with the agency. C. Robinson seconded the motion, and it was approved by all committee members present. The committee entered executive session at 9:06am.

There was no action taken in executive session.

D. Rowley made a motion to enter back into public session; C. Robinson seconded, and all members approved. The committee exited executive session at 9:19am.

ADJOURNMENT

There being no further business to discuss, C. Robinson made a motion to adjourn the Audit & Finance committee meeting at 9:20am.

UPCOMING MEETING SCHEDULE

The next Audit & Finance Committee meeting is June 9th, 2022 at 8:00am.

DRAFT

COIDA EXPENSES				
6/9/2022 - 6/22/2022				
Vendor	Amount Due	Due Date	Reimbursable?	Notes
BST	\$90.67			may reimbursable expenses
Edie Halstead	\$425.00			mar/apr office cleaning
GreatAmerica	\$167.25			copier agreement
Harry W. Hawley	\$7,068.00			title insurance - richfield springs
ISD	\$73.75			monthly email exchange
Melex	\$4,116.67			june rent
MRB	\$1,550.00			usda grant application
Oneonta Abstract Co.	\$200.00			research on richfield springs prop.
Paperkite	\$4,611.11			marketing campaign
Paperkite	\$150.00			website support
Southern Tier 8	\$1,000.00			broadband conference sponsors
Spectrum	\$289.95			otsego now wifi/voice
COIDA TOTAL	\$19,742.40			

COIDA DEPOSITS			
6/9/2022 - 6/22/2022			
Vendor	Amount	Date of Deposit	Notes
US House of Reps	\$750.00	21-Jun	june rent
CADE	\$1,050.00	16-Jun	june rent
TOTAL	\$1,800.00		

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

**PROJECTS COMMITTEE
June 9th, 2022
MEETING MINUTES**

CALL TO ORDER

The COIDA and OCCRC's joint Projects Committee meeting was called to order at 7:59am at the Otsego Now offices at 189 Main Street in Oneonta, NY. Members present included:

Cheryl Robinson
David Rowley
Jeffrey Lord
Andrew Marietta (v)

Tom Armao
James Seward
Jeffery Joyner

Also, in attendance:

STAFF

Jody Zakrevsky, **CEO**
Meaghan Marino, **Dir. of Finance and Admin.**

GUESTS

Christopher Quereau, **Vibrant Brands (v) ***
Larry Frigault, **Town of Richfield Springs Board**

(v) – virtual

* departed before end of meeting.

CHAIR'S REMARKS

Projects Chair, C. Robinson, moved immediately into the agenda.

MARKETING CAMPAIGN DISCUSSION

Christopher Quereau, of Vibrant Brands, who works as a consultant with the agency on the on-going marketing campaign with Paperkite, joined the meeting to provide an overview of the campaign with committee members. He noted that this is the second year of the campaign is wrapping up and this campaign has continued to deliver a significant amount of traffic to the Otsego Now webpage. The second year of the campaign was focused more heavily on targeting businesses directly who were looking

for land, shovel-ready sites, vacant buildings, or IDA incentives in Otsego County. He estimated roughly 30,000-40,000 people who visited the website that otherwise wouldn't have without the campaign. Because the second year of the campaign is ending, he advised that the board now needs to decide how they'd like to proceed. The IDA could continue the marketing campaign as is, in which case Paperkite would provide a new proposal with new recommendations going forward, which could be presented at the next meeting. After a brief discussion, the committee requested that Chris work with Paperkite to bring a new proposal to the committee for continued marketing efforts.

MEETING MINUTES

C. Robinson requested a motion to approve the May 12th Project Committee meeting minutes. Committee members were given a draft copy of the minutes prior to the meeting for review. There being no corrections to be made, D. Rowley made a motion to approve the meeting minutes. J. Lord seconded the motion, and the motion was approved by remaining board members.

CEO REPORT OF PROJECTS

J. Zakrevsky recapped some of his activities since the May Projects Committee meeting until now. He also provided members with a detailed update of some of the IDA's priority projects. The following topics were discussed in greater detail:

- **Oneonta Rail Yards** – J. Zakrevsky advised that he attended a zoom meeting with NYSERDA and Rambol Engineers to discuss the beginning stages of work on a geothermal study of the Oneonta Rail Yards. They requested certain information that J. Zakrevsky was able to provide them with. J. Zakrevsky also advised that he also attended a meeting with board member A. Marietta with a company who expressed interest in building a movie studio in the Oneonta Rail Yards. Their main motivation for moving into the Rail Yards is because of its location in an Opportunity Zone. J. Zakrevsky sent the company's general manager more information about the Rail Yards. The GM also expressed interest in coming up this summer to tour the site.
- **Richfield Springs (RS)** – J. Zakrevsky advised that EDA needs certain documents in order to get bid documents out. One of those documents is a certification from our attorneys that we have title to the property. After researching, Kurt Schulte advised he couldn't sign off, because title insurance was never obtained for the property. Kurt advised the cost would be approximately \$5,000 and then we can move forward with the process. Once completed, the bid documents will go to our engineering firm, Keystone Engineers, and then onto EDA for final approval. There was also a brief discussion, with Larry Frigault and members, regarding NYSEG's request for usage numbers from the end user/s of the park. NYSEG has advised that they will not go to the Public Service Commission until they have an end user, so they've refused to invest any time in design work for the gas-line extensions. The IDA can still go to construction extending water and sewer, but potentially may need to hold off on the gas-line until an end-user is committed to moving into the park. Andela Products has been very interested in moving into the park, but their bank isn't committed to loaning funds for the project until the site is shovel-ready. T. Armao questioned why NYSEG wouldn't do the work and bill the IDA for it. NYSEG has advised that without the load

numbers for electric and gas, it's difficult for them to say how large the gas line needs to be, so they can't design it. C. Robinson suggested looking at other business parks of similar size to understand the average utilization rate and see if NYSEG could work with that. C. Robinson asked if this slows down submission of other bid documents to EDA. J. Zakrevsky advised that they are still sending documentation on water and sewer estimates. J. Seward asked if J. Zakrevsky felt that some of the hesitation on NYSEG's part was the PSC's reluctance to invest in fossil fuel infrastructure. J. Zakrevsky advised that NYSEG raised that issue, but they agreed that this is a lateral gas connection and not an extension of a pipeline. C. Robinson asked about the progress of the water/sewer district. J. Zakrevsky advised that he is still waiting on Joe Scott to come to an agreement with the Town of Richfield Springs and Village of Richfield Springs attorneys. Larry Frigault added that the Village, even with a change of administration, is still very much in support of creating the water/sewer district. Lastly, J. Zakrevsky advised that NYS was given \$8,000,000 from the Appalachian Regional Commission (ARC) for eligible ARC projects. Southern Tier 8 requested a list of design projects for industrial parks, where projects could get up to \$250,000 for design work or up to \$500,000 for construction. He advised that he has submitted the Richfield Springs business park for an additional \$500,000. NYS has approved the list sent and applications are now being requested and will be due in August, and if approved, contracts will be signed in September.

NEW/UNFINISHED BUSINESS

- **Innovation/Acceleration Center** – J. Zakrevsky advised that he is working on an Empire State Development consolidated funding application in the amount of \$162,500 for the purchase of 189 Main Street. C. Robinson asked if that commits the IDA to buying 189 Main Street, and he advised that it does not. Because the IDA has applied for a RISE Grant application for purchase or acquisition of a building for the Center, being awarded the CFA funding would drop the IDA's match down from 20% to 10%.
- **Systematic Power Manufacturing/IOXUS** – J. Zakrevsky advised that he submitted a grant application on behalf of them and the Town of Oneonta for \$750,000 of CDBG funding. NYS Housing and Community Renewal has recommended approval for funding and has prepared board documents to bring before their board of directors on June 23rd. J. Seward asked about the jobs associated with this project. J. Zakrevsky advised that the project would retain 22 jobs and create an additional 30 jobs.
- **Enviro Energy** – M. Marino has been in touch with the attorneys for Enviro Energy, who are still working on getting a closing date with the potential buyer.
- **Ford Block, LLC./Springbrook** – J. Zakrevsky updated the board that Springbrook, who is creating a new entity "Ford Block, LLC.", is looking to close on the building by the end of June. However, the costs of construction have gone up, so there is concern that the assessor will raise the assessment. Another issue is that Otsego County has taken over assessments, which could lead to a different assessment than what the City of Oneonta assessor originally estimated. Springbrook's consultant advised that the City assessor had indicated that the assessment would be based on an income approach or a sales approach, not construction. The County's real property director indicated that he would like in writing what the former assessor agreed to, because he prefers construction appraisals.

- **Remote Access Policy** – Hodgson Russ created a Remote Access Policy for the agency based on guidance from NYS regarding Open Meeting Laws and board members attending meetings in-person and virtually. Board members were given a copy of the policy prior to the meeting for review. J. Zakrevsky would like to bring the policy to the full board for approval, pending any recommendations from the Projects Committee. IDA’s across the state are adopting Remote Access Policies. C. Robinson asked if there was room for flexibility in the policy to allow for members to attend virtually and be able to vote on items without giving notice of their location, or if this was legislation provided by NYS that had to be followed. M. Marino advised that if members want to attend virtually, M. Marino must be able to give notice (at least 3 days prior to the meeting) of where the member will be physically attending the virtual meeting. C. Robinson argued that the public, if they’d like to attend, should be able to go to the Otsego Now offices and not have the option of going to a member’s location. J. Zakrevsky noted that he thinks the issue lies in the fact that board members attending virtually can have their microphones on mute and the public would be unable to hear what is going on outside of the members cameras, and theoretically, there could be people at that location advising members how to vote, which wouldn’t be included in the public record. After a brief discussion, M. Marino advised that she would speak with Hodgson Russ to see if there is any opportunity to be more flexible with the policy in not advertising members locations.

ADJOURNMENT

There being no further business to discuss, D. Rowley made a motion to adjourn the Projects Committee meeting at 8:58am.

UPCOMING MEETING SCHEDULE

The next Projects Committee meeting will be held on July 14th, 2022 at 8:00am.

**AMENDED APPROVING RESOLUTION
FORD BLOCK, 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 June 23, 2022 at 8:00 o’clock, a.m., local time.

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

PRESENT:

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

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Jody Zakrevsky	Chief Executive Officer
Meaghan Marino	Finance and Administrative Director
Kurt D. Schulte, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Counsel

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

Resolution No. 0622-_____

RESOLUTION AMENDING A RESOLUTION ENTITLED “RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS IN CONNECTION WITH A LEASE/LEASEBACK TRANSACTION FOR A PROJECT FOR SPRINGBROOK, INC., ON BEHALF OF A TO-BE-FORMED SPECIAL-PURPOSE ENTITY “FORD BLOCK ONEONTA, 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, 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, on July 29, 2021, the members of the Agency adopted a resolution (the “Approving Resolution”) entitled “Resolution Authorizing Execution of Documents in Connection with a Lease/Leaseback Transaction for a Project for Springbrook, Inc., on behalf of a to-be-formed Special-Purpose Entity “Ford Block Oneonta, LLC” (the “Company”); and

WHEREAS, subsequent to the adoption of the Approving Resolution, the Agency was notified that the Project cost increased, as well as the amount of benefits being requested by the Company;

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

Section 1. The Approving Resolution, is hereby amended to include the following recital clauses:

“WHEREAS, the Agency has received an amended application from the Company dated June 15, 2022 (the “Amended Application”) providing for certain amendments to the Application (the Application, as amended by the Amended Application, is hereinafter referred to as the “Amended Application”) with respect to the Project from the Company, which Amended Application contains revised Project costs and amounts of Financial Assistance resulting in the need for the Agency, pursuant to Section 859-a of the Act, to hold a second public hearing with respect to the Project and the amount of the Financial Assistance as described in the Amended Application; and

WHEREAS, pursuant to the Amended Application, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the “Supplemental 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 June 8, 2022 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Supplemental Public Hearing to be posted on June __, 2022 at _____ in the City of Oneonta, Otsego County, New York, as well as on the Agency’s website, (C) caused notice of the Supplemental Public Hearing to be published on June 9, 2022 in The Daily-Star, a newspaper of general circulation available to the residents of Otsego County, New York, (D) conducted the Public Hearing on June 20, 2022 at 11:00 o’clock a.m., local time at the offices of the Agency located at 189 Main Street, Suite 500 in the City of Oneonta, Otsego County, New York, and (E) prepared a report of the Supplemental Public Hearing (the “Supplemental Hearing Report”) fairly summarizing the views presented at such Supplemental Public Hearing; and

“WHEREAS, the Agency has made a determination pursuant to Article 8 of the Environmental Conservation Law (the “SEQR Act”) that the Project, as supplemented, constitutes a “Type II” action within the meaning of the SEQR Act; and”

Section 2. The Agency hereby amends Section 3(D) of the Approving Resolution to read as follows:

“(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 \$8,892,320;”

Section 3. The members of the Agency have considered the comments received from the public pursuant to the Supplemental Public Hearing.

Section 4. Exhibit A of the Approving Resolution is hereby amended as reflected in the attached Exhibit A to this Resolution.

Section 5. Except as amended by this Resolution, the Approving Resolution, including the Exhibits attached thereto, shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

Section 6. All action taken by the (Vice) Chairman or the Chief Executive Officer of the Agency in connection with the Supplemental Public Hearing with respect to the Project prior to the date of this Resolution is hereby ratified and confirmed.

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:

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

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 June 23, 2022 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 _____ day of June, 2022.

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 Otsego County, New York (the "Public Benefits"):

Description of Benefit		Applicable to Project (indicate Yes or NO)		Expected Benefit
1.	Retention of existing jobs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	As outlined in the Consultant's Report, the Project will assist in retaining and increasing private sector jobs.
2.	Creation of new permanent jobs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A. But, see #1 above.
3.	Creation of construction employment for local labor (i.e., labor resident in the area comprised of the regional area of Otsego County)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
4.	Private sector investment	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	\$8,892,320 at the Project Facility within 2 years of the date hereof.
5.	Estimated value of tax exemptions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Approximately \$275,000 of sales tax exemptions, approximately [\$2,417,946] of real property tax exemptions and approximately \$38,000 for mortgage recording tax exemption.
6.	Likelihood of project being accomplished in a timely fashion	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	High likelihood of project being completed in a timely manner.
7.	Extent of new revenue provided to local taxing jurisdictions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The Project involves the further development of a developed site, so there will be new tax revenue generated by the Company and made available to the local taxing jurisdictions.
8.	Any additional public benefits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	This Project will assist in creating workforce housing.
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 checked="" type="checkbox"/> No	The Project is not located in a highly distressed census tract, as defined in the IDA statute, but is located in a federally designated Opportunity Zone.
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 located in a federally designated Opportunity Zone
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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
17.	Provides brownfield remediation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	No brownfields present.



February 23, 2022

County of Otsego Industrial Development Agency
Attention: Jody Zakrevsky, CEO
Director of Finance and Administration
189 Main Street, Suite 500
Oneonta, New York 13815

Re: Proposal for Professional Services
Funding Administrative Support and Assistance for Year 2022
File: P710.1740

Dear Mr. Zakrevsky:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for professional services to assist the Otsego County IDA with funding administrative support and assistance in year 2022. B&L has several staff members well versed in the variety of funding programs available, including programs that the IDA has secured funding from for local projects. We typically provide this type of funding support to many of our local community clients and are ready to assist the IDA.

While the assistance provided will vary project to project depending upon the needs of the IDA staff and the status of each specific project (i.e. project is at either funding award, design, construction or funding/project closeout) B&L proposes the following general scope of services for year 2022:

B&L will meet with the IDA's Director of Finance and Administration to review all projects with funding assistance and prioritize projects where the IDA needs our support.

B&L will assist with the necessary funding agency administrative paperwork. Essentially we would be an extension of IDA staff to help move along the necessary paperwork to keep projects moving forward in a timely fashion for the IDA. We would meet with the IDA, funding agencies, and other involved parties working on projects for the IDA as needed to support the IDA.

Please note that this assignment would be separate from the current agreement for grant administrative services for the USEDA grant.

FEE FOR SERVICES

Barton & Loguidice, D.P.C. recommends an allocation of \$25,000 for year 2022. We would invoice the IDA monthly on a time and expense basis for services completed. Invoices will include a detailed billing summary with each invoice and will include staff title, date of service, time charged and comment detailing service completed.

We anticipate utilizing Bob Murphy, AICP, a Senior Project Community Planner and Dan Theobald, Community Planner II for this assignment with hourly billing rates for 2022 of \$126 and \$99, respectively. Other staff would be billed at our attached Year 2022 Standard Billing Rate Schedule.



Jody Zakrevsky, CEO
County of Otsego Industrial Development Agency
February 23, 2022
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If additional hours are required, B&L will request the IDA's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the IDA.

We appreciate this opportunity to provide professional services to the Otsego IDA. Should you have any questions or if you would like to discuss the project, please do not hesitate to contact Bob Murphy or me at 518.218.1801.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over the printed name.

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

DET/
Encl. Standard Terms & Conditions
2022 Standard Billing Rate Schedule

Authorization to Proceed

Barton & Loguidice, D.P.C., is hereby authorized by the County of Otsego Industrial Development Agency to proceed with the services described herein and in accordance with the attached Terms and Conditions.

Name & Signature

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Barton & Loguidice
Billing Rates For Calendar Year 2022



Travel by passenger vehicle*IRS standard mileage rate
 Overnight travel & subsistenceat cost
 Telephone, postage, overnight delivery, etc.....at cost
 In-house printing Unit rate schedule for printed material
 Field equipment & expendablesUnit rate schedule
 Outside services including lab services & printingCost plus 15%

INDIVIDUAL TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

<u>Billing Title</u>	<u>Hourly Rate</u>
Executive Manager	\$270.00
Manager V	\$232.00
Manager IV	\$210.00
Manager III	\$195.00
Manager II	\$183.00
Manager I	\$170.00
Professional VI	\$156.00
Professional V	\$140.00
Professional IV	\$126.00
Professional III	\$114.00
Professional II	\$99.00
Professional I	\$82.00
Technician VII	\$139.00
Technician VI	\$131.00
Technician V	\$115.00
Technician IV	\$107.00
Technician III	\$96.00
Technician II	\$80.00
Technician I	\$69.00
Construction III	\$131.00
Construction II	\$111.00
Construction I	\$99.00
Technical Assistant III	\$97.00
Technical Assistant II	\$82.00
Technical Assistant I	\$70.00

* IRS standard mileage rate in effect at time of travel (exclusive of operator time).