

Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Telephone: (315) 782-5865 or (800) 553-4111 Facsimile (315) 782-7915
www.jcida.com

Notice of Board Meeting

Date: May 19, 2022

To: John Jennings
David Converse
W. Edward Walldroff
Paul Warneck
William Johnson
Lisa L'Huillier

From: Chairman Robert Aliasso

Re: Notice of Board of Directors' Meeting

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The Jefferson County Industrial Development Agency will hold their monthly Board Meeting on **Thursday, June 2, 2022 at 8:30 a.m.** in the board room at 800 Starbuck Avenue, Watertown, NY.

The live stream link will be available at www.jcida.com.

Zoom:
<https://us02web.zoom.us/j/84355250468?pwd=R0t4VjRPdGJBZDJrL2JQYVVjKytDdz09>
Meeting ID: 843 5525 0468
Passcode: 011440
1-929-205-6099 US (New York)

Please confirm your attendance with Peggy Sampson pssampson@jcida.com at your earliest convenience.

pss

c: David Zembiec, CEO
Marshall Weir
Lyle Eaton
Christine Powers
Greg Gardner
Kent Burto
Rob Aiken
Justin Miller, Esq.
Media

Jefferson County Industrial Development Agency
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REVISED BOARD MEETING AGENDA

Thursday, June 2, 2022 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – May 5, 2022**
- V. Treasurer’s Report – May 31, 2022**
- VI. Committee Reports**
 - a. Alternative Energy Ad Hoc Committee**
- VII. Unfinished Business**
- VIII. New Business**
- IX. Counsel**
 - 1. Authorizing Resolution No. 06.02.2022.01 for DG Empire Sun, LLC (f/k/a OYA Blanchard Road LLC), with OYA Blanchard Road 2 LLC, OYA Great Lakes Seaway LLC, and OYA NYS RTE 12 LLC**
 - 2. JCIDA – YMCA Fourth Amendment to Lease Agreement (added to end of packet)**
 - 3. Authorizing Resolution No. 06.02.2022.02 for Adams Renewables, LLC (added to end of packet)**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
May 5, 2022**

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The Jefferson County Industrial Development Agency held their board meeting on Thursday, May 5, 2022 in the board room at 800 Starbuck Avenue, Watertown, NY.

Present: Robert E. Aliasso, Jr., William Johnson, Paul Warneck, David Converse, W. Edward Walldroff, John Jennings
Zoom: Lisa L'Huillier

Excused: None

Absent: None

Also Present: Donald Rutherford, Craig Fox (Watertown Daily Times), and Brendan Straub (Channel 7 News)
Zoom: Stephen Maier, Esq., Rob Aiken

Staff Present: David Zembiec, Marshall Weir, Lyle Eaton, Peggy Sampson, Joy Nuffer

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:59 a.m.
- II. Privilege of the Floor:** Chairman Aliasso invited guests to speak. No one spoke.
- III. Minutes:** Minutes of the meeting held April 7, 2022 were presented. A motion to approve the minutes as presented was made by Mr. Warneck, seconded by Mr. Jennings. All in favor. Carried.
- IV. Treasurer's Report:** Mr. Warneck reviewed the financials for the period ending April 30, 2022. Mr. Warneck reported that Standard Machine is one month behind as well as Colleen's Cherry Tree Inn. Taste of Design is two months behind. He said that the remediation total is just under the \$2.6 million. After discussion, a motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Mr. Johnson. All in favor. Carried.
- V. Committee Reports:**
 - a. Alternative Energy Ad Hoc Committee** – Mr. Warneck said that the committee has not met since the last board meeting.
 - b. Building and Grounds Ad Hoc Committee** – No report.
 - c. Loan Review Committee** – Mr. Converse said the loan review committee met last week and reviewed a request for a PILOT for Convalt Manufacturing. Mr. Zembiec said that the parcel is the Living Waters Church property, but from counsel's perspective, we need more detailed information to proceed with an initial project resolution; therefore, it was removed from the agenda.

Jefferson County Industrial Development Agency
Board Meeting Minutes
May 5, 2022

DRAFT

VI. Unfinished Business:

- Chairman Aliasso asked about the status of the Lyme project. Mr. Warneck said that the IDA was not involved in the PILOT.
- YMCA – Working on a new ground lease for June 2nd.
- Loan Review meeting date – Mr. Converse asked if the loan review monthly meeting date should be moved a week earlier to allow more time for counsel to prepare resolutions. Mr. Zembiec said that Justin said to keep the standing date but indicated that it would be easier for him to receive the information further in advance of the meeting.

1. **Authorizing Resolution No. 05.05.2022.01 for Bridge Loan for Convalt Energy, Inc. –** Resolution approving a bridge loan of \$1,050,000 to Convalt Energy for the planned project at the Business Complex. The IDA will allocate \$850,000 and the Sackets Harbor LDC is providing \$200,000 through a participation agreement. The Watertown Local Development Corporation approved \$300,000 contingent upon final approval and financing.

A motion was made by Mr. Jennings to approve the resolution, seconded by Mr. Walldroff. Roll call vote was taken. Mr. Converse – Yea, Mr. Jennings – Yea, Mr. Aliasso – Yea, Mr. Walldroff – Yea, Mr. Johnson – Yea, Ms. L’Huillier – Yea, and Mr. Warneck – Yea. Carried.

2. **Department of Defense Memorandum of Agreement (Sub-Award Federal Award to the Watertown Family YMCA) Performance Period Extension –** Mr. Zembiec said the project has been delayed due to the unexpected need for environmental remediation and the need to re-engineer certain aspects of the project to reduce pandemic-related cost increases. A request to extend the performance period of the exiting MOA from November 30, 2022 to September 30, 2024 (expiration date of the Federal Award). A motion was made by Mr. Johnson to approve the extension, seconded by Mr. Jennings. All in favor. Carried.
3. **Contract Amendment No. 1 for BCA Architectural/Engineering Services for Business Complex –** Mr. Zembiec said the amendment includes continued performance of professional services: Potable water distribution system, soliciting competitive construction bids/awarding construction contracts and providing construction phase administration. There will be an onsite Resident Project Representative during the construction phase (billed monthly on an hourly basis). Additional services that will be necessary will be billed monthly: Mapping/Topographic Survey, Verification of Existing Conditions, Tree Clearing/Wetland Delineation, Traffic Study Assistance, Developer Design Coordination, Lot Line Adjustment Assistance, NYS DOT Permit Assistance, Construction Stakeout, Record Drawings and Expenses. Mr. Zembiec indicated that there will be one more amendment in the future.

The original contract amount was \$249,700. This amendment amount is \$147,750 for an adjusted agreement amount of \$397,450. Mr. Zembiec noted that in the end, the County will own the road and the Town of Hounsfield will own the sewer.

A motion was made by Mr. Walldroff to approve the amendment amount of \$147,750, seconded by Mr. Jennings. All in favor. Carried.

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VII. New Business:

1. **Subrecipient Agreement with County of Jefferson for ARPA Funds** – Mr. Zembiec said the County authorized \$4,559,000. Per the agreement, the Agency will receive half upfront and the balance in August. A motion was made by Mr. Converse to approve the subrecipient agreement, seconded by Mr. Warneck. All in favor. Carried.
2. **Agreement with JCLDC for ARPA Funds** – A motion was made by Mr. Warneck to approve the agreement, seconded by Mr. Converse. All in favor. Carried.

VIII. Counsel:

1. **YMCA Project** – Since the County Board of Legislators denied the \$880,000 request for the YMCA project at 146 Arsenal Street, Mr. Zembiec asked if the board would consider amending the lease agreement to remove the upfront rental payment of \$500,000 to assist with the shortfall in the funding. Chairman Aliasso asked if there should be a timeframe and have a condition that if they receive other funding, then it won't be used.

Chairman Aliasso asked if the YMCA intends to take the whole property. Mr. Zembiec said yes and indicated that the ground lease (expires 6/2/22) will need to be amended to include the additional space as well as the city parcel for the pool and the backup generator. Mr. Zembiec said the state notification letter will need to be reviewed by counsel to see if it should be amended.

Mr. Walldroff said that we need to figure out how to get the city to commit/contribute to this project. Mr. Warneck pointed out that we are taking money out of our programs/services and should ask for contributions. He pointed out that the YMCA provides childcare and health clinics. Ms. L'Huillier said that she misspoke at the JCDLC board meeting earlier today when she indicated that one of the reasons that city didn't participate is because the YMCA is a membership-based organization. She said city officials were talking about the CDBG program at that time. Mr. Rutherford noted that other communities have used ARPA funds for Y projects.

After discussion, a motion was made by Mr. Warneck to approve the amendment of the ground lease to suspend the \$500,000 upfront lease payment. The payment could be reinstated if the YMCA receives tax credits or other funding. Motion seconded by Mr. Walldroff. Roll call vote was taken. Mr. Jennings – Yea, Mr. Converse – Yea, Mr. Walldroff – Yea, Mr. Warneck – Yea, Mr. Johnson – Yea, Ms. L'Huillier – Yea, and Mr. Aliasso – Yea. Carried.

2. **Convalt** – Mr. Zembiec mentioned the recent announcement of the solar project in Lao that will generate the need for panels that will be manufactured here.

IX. Adjournment: With no further business before the board, a motion to adjourn was made by Mr. Johnson, seconded by Mr. Jennings. All in favor. The meeting adjourned at 9:42 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**Income Statement for the Five Month Period Ending May 31, 2022**

Prepared by Lyle Eaton, May 26, 2022

UNRECONCILED

	Current Year Budget	Year-to-Dat e Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	\$ 11,000.00	8,250.00	\$ 0.00	2,500.00	2,750.00
Bond Admin Fee	6,000.00	3,000.00	0.00	0.00	3,000.00
FTZ Annual Fee	1,200.00	0.00	0.00	0.00	1,200.00
PILOT/Sale Leaseback Fees	1,227,142.00	348,367.33	0.00	21,225.00	878,774.67
Fee Income - RLF Program	24,474.00	28,948.48	3,618.56	10,855.68	(4,474.48)
Fee Income - Micro Program	13,389.00	16,778.16	2,097.26	6,291.78	(3,389.16)
Interest Income	2,481.00	613.03	0.00	17.13	1,867.97
Interest Income - RLF Program	29,085.00	11,857.79	3,062.01	0.00	17,227.21
Interest Income - City Fund	3,600.00	1,945.39	0.00	0.00	1,654.61
Interest Income - Micro Prog.	9,650.00	6,213.65	989.92	354.79	3,436.35
Late Payment Penalty - Micro	0.00	182.37	6.80	21.72	(182.37)
Miscellaneous Income	1,500.00	20,359.31	0.00	0.00	(18,859.31)
Total Revenues	1,329,521.00	446,515.51	9,774.55	41,266.10	883,005.49
Operations					
Office Expense	2,036.00	2,398.66	200.00	76.75	(362.66)
Admin Services Exp	792,260.00	379,361.00	58,985.00	45,768.00	412,899.00
Depreciation Expense - Siding	40,739.00	10,863.68	1,357.96	1,357.96	29,875.32
D&O Insurance	19,000.00	10,084.64	1,260.58	1,260.58	8,915.36
Commercial Insurance	36,354.00	19,696.24	2,462.03	2,462.03	16,657.76
FTZ Expense	1,250.00	1,250.00	0.00	0.00	0.00
Legal- Retainer	0.00	12,000.00	1,500.00	1,500.00	(12,000.00)
Legal - Unrestricted	50,000.00	21,880.39	282.27	825.00	28,119.61
Legal YMCA	10,000.00	575.00	0.00	0.00	9,425.00
Accounting & Auditing	16,000.00	11,400.00	0.00	0.00	4,600.00
Coffeen Park Taxes	1,800.00	1,743.44	0.00	0.00	56.56
Airport Park Taxes	1,200.00	1,056.39	0.00	0.00	143.61
Fees Expense	3,000.00	110.00	0.00	0.00	2,890.00
Bad Debt--RLF	190,000.00	(19,699.50)	0.00	(19,699.50)	209,699.50
Bad Debt--Micro	31,000.00	0.00	0.00	0.00	31,000.00
RLF Program Expense	24,474.00	28,948.48	3,618.56	10,855.68	(4,474.48)
Microenterprise Program Exp	13,389.00	16,778.16	2,097.26	6,291.78	(3,389.16)
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
146 Arsenal Bldg Maintenance	0.00	1,057.19	0.00	166.44	(1,057.19)
Plowing 146 Arsenal	0.00	15,900.00	0.00	0.00	(15,900.00)
IDA 146 Arsenal Bldg Expense	0.00	24,145.82	75.97	837.61	(24,145.82)
Building Depreciation	29,321.00	16,777.50	1,058.34	1,058.34	12,543.50
146 Arsenal Gas	0.00	7,060.70	0.00	1,319.49	(7,060.70)
146 Arsenal Electric	0.00	25,366.12	0.00	2,409.60	(25,366.12)
146 Arsenal Water	0.00	2,142.51	0.00	312.27	(2,142.51)
Miscellaneous - Unrestricted	200.00	103.21	0.00	0.00	96.79
Total Operations	1,262,823.00	590,999.63	72,897.97	56,802.03	671,823.37
Total Revenue	1,329,521.00	446,515.51	9,774.55	41,266.10	883,005.49
Total Expenses	1,262,823.00	590,999.63	72,897.97	56,802.03	671,823.37
Net Income Over Expenditures	\$ 66,698.00	(144,484.12)	\$ (63,123.42)	(15,535.93)	211,182.12

For Internal Use Only

New Jeff Co Industrial Development Agen
Balance Sheet
May 31, 2022

ASSETS

Current Assets		
General Checking	\$	140,029.99
Savings Account		308,303.03
Microenterprise Account		88,534.74
City Loan Account		287,872.51
Revolving Loan Fund Account		1,966,005.21
PILOT Monies Receivable		224,784.59
Miscellaneous Receivable		139,735.30
Acct Receivable - Rogers		17,519.31
RLF Loans Receivable		2,483,831.77
Microenterprise Loans Rec.		209,172.77
Allowance for Bad Debt-RLF		(190,000.00)
Allow. for Bad Debts-MICRO		(30,641.75)
Prepaid Expense		15,340.58
		<hr/>
Total Current Assets		5,660,488.05
Property and Equipment		
Accum Depr - Building		(1,032,484.56)
Accum Depr. Equipment		(52,269.66)
Accumulated Depreciation Sidin		(17,653.48)
		<hr/>
Total Property and Equipment		(1,102,407.70)
Other Assets		
IT Server		6,050.00
Galaxy Tablets		13,366.00
146 Arsenal WIP Remediation		2,528,739.02
Corp. Park Improvements		209,995.14
Airport Property		884,326.02
Intangible Asset		53,195.00
WIP Airport		251,997.44
WIP Intersection		244,973.52
Woolworth Building		505,000.00
Rail Siding CCIP		244,434.00
146 Ars Building Improvements		730,948.56
WIP Arsenal Deck & Sidewalks		1,495.00
		<hr/>
Total Other Assets		5,674,519.70
		<hr/>
Total Assets	\$	<u><u>10,232,600.05</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
PILOT Monies Payable	\$	224,784.59
RLF Loan Payable		2,000,000.00
Due HUD - RLF Interest		323.70
Due HUD - MICRO Interest		3.02
Due HUD - CITY Loan Interest		2.37
Due To JCIDA		(0.02)
Maintenance Reserve Convergys		14,445.48
Maintenance Expense Convergys		25,927.57
Car Freshner Signage		11,000.00
		<hr/>
Total Current Liabilities		2,276,486.71

New Jeff Co Industrial Development Agen
Balance Sheet
May 31, 2022

Long-Term Liabilities		
Due NYS/IAP L.T.	180,159.78	
Deferred Revenue - Rogers	18,000.51	
	<hr/>	
Total Long-Term Liabilities		198,160.29
		<hr/>
Total Liabilities		2,474,647.00
Capital		
General Fund Bal - Unrestrict.	1,826,227.59	
Fund Bal - RLF Restricted	4,419,309.27	
Fund Bal - Micro Restricted	414,850.76	
Fund Bal - City Restricted	262,489.22	
Cap. Impr. Convergys	979,560.33	
Net Income	(144,484.12)	
	<hr/>	
Total Capital		7,757,953.05
		<hr/>
Total Liabilities & Capital	\$	10,232,600.05
		<hr/> <hr/>

New Jeff Co Industrial Development Agen
Miscellaneous Receivables
As of May 31, 2022

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer Bill To Contact Telephone 1	Invoice/CM	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
ASA CLAYTON ASA CLAYTON NY SOLAR, LLC	3703		29,600.00			29,600.00
ASA CLAYTON ASA CLAYTON NY SOLAR, LLC			29,600.00			29,600.00
CIDC CARTHAGE INDUSTRIAL DEV. COR JOHN MCHUGH 493-4429	PR 3-23-12				-338.38	-338.38
CIDC CARTHAGE INDUSTRIAL DEV. COR					-338.38	-338.38
CONVALT CONVALT ENERGY. LLC	3669				27,486.30	27,486.30
CONVALT CONVALT ENERGY. LLC					27,486.30	27,486.30
MLR,LLC MLR,LLC	3716	91,225.00				91,225.00
MLR,LLC MLR,LLC		91,225.00				91,225.00
Report Total		91,225.00	29,600.00		27,147.92	147,972.92

New Jeff Co Industrial Development Agen
General Checking Cash Receipts Journal
For the Period From May 1, 2022 to May 31, 2022

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Date	Account ID	Transaction	Line Description	Debit Amnt	Credit Amnt
5/3/22	125001 100001	2189	Invoice: 3707 JEFFERSON COUNTY INDUSTRIAL	3,618.56	3,618.56
5/3/22	125001 100001	1238	Invoice: 3708 JEFFERSON COUNTY INDUSTRIAL	2,097.26	2,097.26
5/3/22	121001 100001	6067	Invoice: 3699 COR WATERTOWN COMPANY,LLC	27,750.00	27,750.00
5/11/22	207005 205602 100001	19137	DUE MICRO DUE SHLDC PAINFULL ACRES	989.37	565.35 424.02
5/19/22	125001 100001	3863	Invoice: 3715 WATERTOWN LOCAL DEVELOPMT CORP	91,225.00	91,225.00
				<u>125,680.19</u>	<u>125,680.19</u>

New Jeff Co Industrial Development Agen

PILOT Receivables

As of May 31, 2022

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer Bill To Contact Telephone 1	Invoice/CM	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
OYA	3713	36,934.81				36,934.81
OYA SOLAR NY,LP	3710	36,219.28				36,219.28
	3711	36,234.63				36,234.63
	3712	44,556.72				44,556.72
OYA		153,945.44				153,945.44
OYA SOLAR NY,LP						
OYA ROBINSON	3714	35,603.55				35,603.55
OYA ROBINSON ROAD LLC						
OYA ROBINSON		35,603.55				35,603.55
OYA ROBINSON ROAD LLC						
OYA WAYSIDE	3709		35,235.60			35,235.60
OYA WAYSIDE DRIVE, LLC						
OYA WAYSIDE			35,235.60			35,235.60
OYA WAYSIDE DRIVE, LLC						
Report Total		189,548.99	35,235.60			224,784.59

New Jeff Co Industrial Development Agen
Cash Disbursements Journal
For the Period From May 1, 2022 to May 31, 2022

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
5/3/22	7761	200001 100001	Invoice: 2365 JEFF COUNTY LDC	58,985.00	58,985.00
5/3/22	7762	200001 200001 200001 200001 100001	Invoice: 45147-4/22 Invoice: 45150-4/22 Invoice: 45157-4/22 Invoice: 17024-4/22 NATIONAL GRID	1,319.49 324.92 74.15 2,010.53	3,729.09
5/3/22	7763	200001 200001 100001	Invoice: 1851-4/22 Invoice: 11-4/22 CITY OF WATERTOWN COMPTROLLER	43.38 268.89	312.27
5/3/22	7764	202001 100001	COR SEWER 2022 TOWN OF WATERTOWN	27,750.00	27,750.00
5/12/22	7765	200001 200001 100001	Invoice: 2aea7f07 Invoice: e2cedd7e JOHNSON NEWSPAPER CORP	139.64 142.63	282.27
5/12/22	7766	200001 100001	Invoice: PAID IN FULL WASTE MANAGEMENT	166.44	166.44
5/19/22	7767	200001 100001	Invoice: 92037508 ABJ FIRE PROTECTION CO	373.50	373.50
5/19/22	7768	200001 100001	Invoice: 5/22 PAINFULL JEFFERSON COUNTY INDUSTRIAL	565.35	565.35
5/19/22	7769	200001 100001	Invoice: 5/22 PAINFULL SACKETS HARBOR LDC	424.02	424.02
5/19/22	7770	200001 100001	Invoice: 27788 WESTELCOM	75.97	75.97
5/26/22	7771	200001 100001	Invoice: 8859599 HARRIS BEACH	1,500.00	1,500.00
Total				94,163.91	94,163.91

Jefferson County Industrial Development Agency
 Revolving Loan Fund Receivables
 May 31, 2022

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
1	RBM Manufacturing	November-19	200,000.00	381,391.11	Current	Working Capital Additional 11/2020
2	Meadowbrook Terrace	August-12	250,000.00	22,642.73	Current	Working Cap During Construction
3	MLR, LLC	July-07	250,000.00	79,707.93	Current	Expand Warehouse
4	JCIDA	August-21	2,000,000.00	2,000,000.00	Current	146 Arsenal Remediation
Total RLF Receivables			2,700,000.00	2,483,741.77	-	

Jefferson County Industrial Development Agency
MICRO Loan Fund Receivables
 May 31, 2022

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
	Colleens Cherry Tree Inn	May-19	40,000.00	26,955.66	1 Late	Expand Restaurant - Ice Ceram Shop
	R. L. Gould & Son, LLC	March-19	40,000.00	17,778.33	Current	Open UPS Store
	TI Area Habitat For Humanity	April-18	40,000.00	10,244.79	Current	Open ReStore
	Painfull Acres	Mar-18	40,000.00	19,825.26	Current	Amish Furniture Store
	Pink Kettle	Feb-22	24,800.00	24,069.12	Current	Retail Beverages
	Sarah's Barber Shop	Mar-20	10,000.00	6,867.40	3 Late	Barber Shop
	The Scrub Hub	Apr-18	18,656.00	4,092.48	Current	Scrubs Clothing
	Standard Machine	Aug-21	40,000.00	37,352.70	1 Late	Fabrication
	Therartpy	Jul-21	10,102.00	8,588.35	Current	Art Therapy
	Taste of Design (Partial 3/2022)	Apr-07	40,000.00	15,766.16	3 Late	Coffee Shop
	Willowbrook	Jul-21	40,000.00	37,632.52	Current	Purchase Gole Club
	Total MICRO Receivables		343,558.00	209,172.77	-	

DG EMPIRE SUN, LLC

May 16, 2022

Via overnight delivery and email to dzembiec@jcida.com

Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Attn: David J. Zembiec, Chief Executive Officer

Re: *Request for consent to merger of OYA Blanchard Road 2 LLC, OYA Great Lakes Seaway LLC and OYA NYS RTE 12 LLC (collectively, the "Subsidiaries") into DG Empire Sun, LLC ("Parent")*

References: *AGENCY LEASE AGREEMENTS between Jefferson County Industrial Development Agency ("Agency" or "you") and each of the Subsidiaries dated February 1, 2020 (the "Lease Agreement"), together with the PAYMENT IN LIEU OF TAX AGREEMENTS between Agency and each Subsidiary, dated as of February 1, 2020, and certain other documents related to the Lease Agreements and the Projects as defined therein.*

Dear Mr. Zembiec:

In order to streamline its operations, Parent, the parent and holder of all of the ownership interests in each of the Subsidiaries, would like to merge each of the Subsidiaries into the Parent, with the Parent the survivor (the "Merger") through the execution and filing of the attached Certificate of Merger.

Pursuant to such Section 9.2 of the Lease Agreements, we hereby request the Agency's consent to the Merger and that the Agency consider this request at its upcoming board meeting on June 2, 2022.

Please contact the undersigned if you have any questions regarding this request.

Sincerely,

DG EMPIRE SUN, LLC

By: 

Name: Matthew G. Ulman

Title: Vice President

Enc. Certificate of Merger

Cc: J. Miller, Esq. [jmillier@HarrisBeach.com]

DG Empire Sun, LLC

700 Universe Boulevard, Juno Beach, FL 33408

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is DG Empire Sun, LLC, a Delaware limited liability company, and the principal place of business is 700 Universe Blvd., Juno Beach, FL 33408.

SECOND: The names of the limited liability companies being merged into the surviving limited liability company are as follows:

OYA Blanchard Road 2 LLC
OYA Great Lakes Seaway LLC
OYA NYS RTE 12 LLC

THIRD: The Agreement and Plan of Merger (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

FOURTH: The name of the surviving limited liability company is DG Empire Sun, LLC.

FIFTH: The effective date of the Merger shall be [Date].

SIXTH: The Plan of Merger is on file at 700 Universe Boulevard, Juno Beach, Florida 33408, the place of business of the surviving limited liability company.

SEVENTH: A copy of the Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability companies.

IN WITNESS WHEREOF, the undersigned surviving limited liability company has caused this Certificate of Merger to be signed by an authorized person on the __ day of _____, 2022.

DG EMPIRE SUN, LLC

By: _____
Jason B. Pear, Assistant Secretary

AUTHORIZING RESOLUTION

DG Empire Sun, LLC (f/k/a OYA Blanchard Road LLC), with OYA Blanchard Road 2 LLC, OYA Great Lakes Seaway LLC, and OYA NYS RTE 12 LLC

A regular meeting of the Jefferson County Industrial Development Agency was convened on Thursday, June 2, 2022 at 8:30 a.m.

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

Resolution No. 06.02.2022.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) APPROVING THE MERGER OF CERTAIN PROJECT OWNERSHIP ENTITIES INTO DG EMPIRE SUN, LLC (THE “MERGERS”, AS MORE FULLY DESCRIBED BELOW) IN CONNECTION WITH CERTAIN PROJECTS PREVIOUSLY UNDERTAKEN BY THE AGENCY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SAME.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, (the “Act”), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the “Agency”) was created with the authority and power to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research, and recreational facilities as authorized by the Act, and in connection therewith to issue its revenue bonds, and/or enter into straight lease transactions and provide other forms of financial assistance; and

WHEREAS, pursuant to resolutions adopted by the Agency on December 2, 2021 (the “Prior Resolutions”), the Agency previously authorized certain matters with respect to four (4) projects (herein, the “Projects”) previously undertaken by the Agency for the benefit of OYA Blanchard Road, LLC (now DG Empire Sun, LLC, and herein, the “Company”), along with OYA Blanchard Road 2 LLC, OYA Great Lakes Seaway LLC, and OYA NYS RTE 12 LLC (collectively, the “Project Affiliates”); and

WHEREAS, pursuant to the Prior Resolutions, the Agency authorized a certain restructuring (the “Restructuring”) whereby ownership interests in the Company (along with ownership interests of the Project Affiliates) were reorganized such that the Company owned both the assets of the original OYA Blanchard Road project and all of the membership interests of the Project Affiliates such that the Project Affiliates are currently wholly-owned subsidiaries of the Company; and

WHEREAS, as the final step for restructuring the Projects, the Company and the Project Affiliates have requested the Agency’s consent to the proposed merger of the Project Affiliates into the Company, with the Company surviving, whereby the Company will own all assets of all 4 of the Projects (the “Merger”); and

WHEREAS, the Merger requires Agency written consent pursuant to Section 9.2 of the Agency Lease Agreements associated with the Projects currently owned by the Project Affiliates; and

WHEREAS, the Agency desires to authorize the Merger.

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

Section 1. The Agency hereby authorizes the Merger as requested by the Company and the Project Affiliates.

Section 2. Subject to (i) the Company's payment of all costs and fees of the Agency associated with reviewing, approving and consenting to the transactions described herein, and (ii) the Company, Company Parent and New Company Parent executing requisite merger documents, the Chairman, Vice Chairman, and/or Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any documents required to evidence the Agency's consent to the Merger necessary to effectuate the foregoing in forms thereof approved by the Chairman, Vice Chairman, and/or Chief Executive Officer and counsel to the Agency with such changes (including without limitation any change in the dated date of such documents), variations, omissions and insertions as the Chairman, Vice Chairman, and/or Chief Executive Officer shall approve. The execution of the foregoing documents by the Chairman, Vice Chairman, and/or Chief Executive Officer of the Agency shall constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, 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 resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately upon adoption.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Robert E. Aliasso, Jr.				
David J. Converse				
John Jennings				
William W. Johnson				
Lisa L'Huillier				
W. Edward Walldroff				
Paul J. Warneck				

The resolutions were thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss:

I, the undersigned (Acting) Secretary of the Jefferson County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing extract of the minutes of the meeting of the Wayne County Industrial Development Agency (the "Agency") including the resolution contained therein, held on June 2, 2022, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with Article 7.

I FURTHER CERTIFY that 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 modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Agency this ____ day of _____, 2022.

W. Edward Walldroff, (Acting) Secretary

[SEAL]

Jefferson County Industrial Development Agency
 800 Starbuck Avenue, Suite 800
 Watertown, NY 13601
 (315) 782-5865

2022 Board Attendance

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Aliasso, Robert	P	P	P	P	P							
Converse, David	P	P	E	P	P							
Jennings, John	P	P	E	A	P							
Johnson, William	P	P	P	P	P							
L'Huillier, Lisa	P	P	P	P	P							
Walldroff, W. Edward	P	P	P	A	P							
Warneck, Paul	P	P	P	P	P							
Totals:	7	7	5	5	7							
P - Present												
- Excused												
- Absent												

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (the "Fourth Amendment") is made as of June 2, 2022, by and between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, having an address of 800 Starbuck Avenue, Watertown, New York 13601 ("Landlord"), and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WATERTOWN NY INC. D/B/A WATERTOWN FAMILY YMCA**, having an address of 119 Washington Street, Watertown, New York 13601 ("Tenant"). Landlord and Tenant may be referred to herein as "Party" or together as "Parties."

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated as of March 16, 2021, as amended and modified by that certain First Amendment to Lease Agreement dated July 13, 2021 (the "First Amendment"), as again amended and modified by that certain Second Amendment dated January 10, 2022 (the "Second Amendment") and that certain Third Amendment dated April 7, 2022 (the "Third Amendment") (collectively, the "Lease") whereby Landlord leases to Tenant and Tenant leases from Landlord a portion of the real property located at 146 Arsenal Street in the City of Watertown, County of Jefferson, State of New York, identified as tax map parcel number 7-02-102.001 (the "Premises"), and more particularly described in the Lease; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease; and

WHEREAS, Landlord and Tenant wish to further amend the Lease to extend Tenant's Contingency Period under Article VI of the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the payment, receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Right to Terminate. Article 6 of the Lease shall be modified as follows:

- a. The first paragraph of Article 6(A) of the Lease shall be deleted in its entirety and the following inserted in its place:

Contingency Period: Tenant shall have until July __, 2022 to satisfy or waive the conditions set forth below (the "Contingency Period"). If such conditions have not been satisfied or waived prior to the expiration of the Contingency Period, either Landlord or Tenant may terminate this Lease upon written notice to the other and this Lease shall be of no further force or effect as of the date such notice of termination is given.

2. Landlord Board Approval. This Lease and Landlord's obligations hereunder shall be expressly contingent and conditioned upon the issuance of a written authorizing resolution approving this Fourth Amendment from the Board of Directors/Trustees of Landlord on or before June 2, 2022.

3. Binding Effect. This Fourth Amendment shall be binding on, and shall inure to the benefit of, the Parties, their successors and assigns.
4. Counterparts. This Fourth Amendment may be signed in counterparts, all of which, taken together, shall constitute one and the same instrument. Signatures on this Fourth Amendment which are transmitted by electronic delivery shall be valid for all purposes.
5. Entire Agreement. This Fourth Amendment constitutes the entire agreement between the Parties with regard to the subject matter discussed herein and supersedes all prior agreement or understandings, whether written or oral.
6. Integration and Ratification. Landlord and Tenant hereby ratify and affirm the terms of the Lease. Except as expressly modified by this Fourth Amendment, in all other respects, the rest and remainder of the Lease (including all amendments made from time to time to the date hereof) shall continue in full force and effect without modification. In the event of an express conflict between the Lease and this Fourth Amendment, this Fourth Amendment shall control.
7. Recitals. The recitals of this Fourth Amendment are hereby incorporated herein as if fully set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Lease Agreement on the date first-above written.

LANDLORD:

**JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: David J. Zembiac
Title: CEO

TENANT:

**THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF WATERTOWN NY INC.
D/B/A WATERTOWN FAMILY YMCA**

By: _____
Name: Denise K. Young
Title: CEO

AUTHORIZING RESOLUTION
(Adams Renewables, LLC Project)

A regular meeting of the Jefferson County Industrial Development Agency was convened on Thursday, June 2, 2022 at 8:30 a.m.

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

Resolution No. 06.02.2022.02

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) APPROVING THE TRANSFER OF COMPANY MEMBERSHIP INTERESTS IN CONNECTION WITH A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) PREVIOUSLY UNDERTAKEN FOR THE BENEFIT OF ADAMS RENEWABLES, LLC (THE "COMPANY"); (ii) AUTHORIZING THE CONDITIONED COLLATERAL ASSIGNMENT OF CERTAIN PROJECT DOCUMENTS (AS DEFINED HEREIN) IN CONNECTION WITH A FINANCING TO BE UNDERTAKEN FOR THE PROJECT; AND (iii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SAME.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, (the "Act"), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research, and recreational facilities as authorized by the Act, and in connection therewith to issue its revenue bonds, and/or enter into straight lease transactions and provide other forms of financial assistance; and

WHEREAS, pursuant to a certain Project Authorizing Resolution adopted by the Agency on October 15, 2020 (the "Project Authorizing Resolution"), the Agency appointed **ADAMS RENEWABLES, LLC** (the "Company") as its agent to undertake a certain project (the "Project") consisting of: (A)(1) the acquisition of a leasehold interest in a portion of a certain parcel of land located in the Town of Adams, to wit: tax parcel 107.00-1-53.5, Jefferson County, New York (the "Land"), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.33 megawatts (the "Facility") to be operated by the Company (the Land and the Facility collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "Financial Assistance"); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; all as contemplated by and in furtherance of the purposes of Article 18-A of the General Municipal Law; and

WHEREAS, in furtherance of the Project, and in accordance with the Project Authorizing Resolution, the Agency and the Company entered into a Straight Lease Transaction, as defined pursuant to the Act, as of November 20, 2020, which included the following documents and agreements: (i) that certain Project Agreement (the "Project Agreement"), (ii) that certain Company Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk (the "Company Lease Agreement"), (iii) that certain Agency Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk (the "Agency Lease Agreement"), (iv) that certain Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement"), (v) that certain Environmental Compliance and Indemnification Agreement (the "Environmental Compliance Agreement"); and (vii) related documents (collectively, the "Project Documents"); and

WHEREAS, the Project Documents contain a term of 15 years expiring as of December 31, 2036, and at the time of closing of the Straight Lease Transaction, the Company was wholly owned by Green Eagle Solar VI, LLC (the "Company Parent"); and

WHEREAS, the Project Documents and Straight Lease Transaction included leasehold interests in approximately 15.99 acres of real property comprising the Land (situated on Tax Parcel Number 107.00-1-53.5) to support a 3.33MWac community solar electrical generation system comprising the Project Facility, such Land being leased by the Company from the landowners pursuant to a certain Ground Lease (the "Ground Lease"); and

WHEREAS, the Company has advised the Agency that its parent entities are undertaking a certain restructuring (the "Restructuring") whereby 100% of the ownership interest of the Company will be transferred (collectively herein, the "Transfer") to Green Eagle Solar Holdings, LLC (herein, the "New Company Parent"); and

WHEREAS, in connection with the Restructuring, the New Company Parent and Company, among others, will become parties to a secured financing (the "Financing") with MUFG Union Bank, N.A., as Collateral Agent for the benefit of secured lenders (the "Collateral Agent"), which involves the proposed collateral assignment of the Project Facility and other related facilities, as collateral security for such Financing pursuant to a certain Security Agreement entered into by the New Company Parent and Company via Joinder Agreement in favor the Collateral Agent (the "Security Agreement"); and

WHEREAS, the Transfer requires Agency written consent pursuant to Section 6.1(c) of the Agency Lease Agreement; and

WHEREAS, the Financing requires Agency written consent to permit the Security Agreement to become an "Approved Lien", as defined within the Agency Lease Agreement, and the Company, Company Parent and Collateral Agent have further requested the Agency's approval for a present assignment of the Project Documents as collateral security for the Financing (the "Collateral Assignment"); and

WHEREAS, the Agency desires to authorize (i) the Restructuring, (ii) the Transfer, (iii) the Security Agreement to become an Approved Lien on the Facility pursuant the Agency Lease Agreement; and (iv) the conditioned Collateral Assignment of the Project Documents in favor of the Collateral Agent, all pursuant to the terms and conditions of this resolution and a certain Assignment and Consent Agreement to be executed by the Company, Company Parent and New Company Parent (herein, the "Assignment and Consent Agreement").

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

Section 1. The Agency hereby authorizes (i) the Restructuring, (ii) the Transfer, (iii) the Security Agreement to become an Approved Lien on the Facility pursuant the Agency Lease Agreement; and (iv) the conditioned Collateral Assignment of the Project Documents in favor of the Collateral Agent, all pursuant to the terms and conditions of this resolution and the Assignment and Consent Agreement to be executed by the Company, Company Parent and New Company Parent. The foregoing authorizations shall be memorialized within the Assignment and Consent.

Section 2. Subject to (i) the Company's payment of all costs and fees of the Agency associated with reviewing, approving and consenting to the transactions described herein, and (ii) the Company, Company Parent and New Company Parent executing the Assignment and Consent Agreement, the Chairman, Vice Chairman, and/or Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment and Consent Agreement and other related documents necessary to effectuate the foregoing in forms thereof approved by the Chairman, Vice Chairman, and/or Chief Executive Officer and counsel to the Agency with such changes (including without limitation any change in the dated date of such documents), variations, omissions and insertions as the Chairman, Vice Chairman, and/or Chief Executive Officer shall approve. The execution of the foregoing documents by the Chairman, Vice Chairman, and/or Chief Executive Officer of the Agency shall constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, 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 resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately upon adoption.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Robert E. Aliasso, Jr.				
David J. Converse				
John Jennings				
William W. Johnson				
Lisa L'Huillier				
W. Edward Walldroff				
Paul J. Warneck				

The resolutions were thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss:

I, the undersigned (Acting) Secretary of the Jefferson County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing extract of the minutes of the meeting of the Jefferson County Industrial Development Agency (the "Agency") including the resolution contained therein, held on June 2, 2022, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with Article 7.

I FURTHER CERTIFY that 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 modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Agency this ____ day of _____, 2022.

W. Edward Walldroff, (Acting) Secretary

[SEAL]