

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: July 18, 2024

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

From: Chairman Robert Aliasso

Re: Notice of Board of Directors' Meeting

The Jefferson County Industrial Development Agency will hold its Board Meeting on **Thursday, August 1, 2024 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=R0t4VjRPdGJBZDJrL2JQYVVVjKytDdz09>

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: Marshall Weir, CEO
Jay Matteson
Lyle Eaton
Robin Stephenson
Christine Powers
Greg Gardner
Kent Burto
Rob Aiken
Justin S. Miller, Esq.
Joseph V. Frateschi, Esq.
Media

BOARD MEETING AGENDA
Thursday, August 1, 2024 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – June 27, 2024**
Special Minutes – July 8, 2024
- V. Treasurer’s Report – July 31, 2024**
- VI. Committee Reports**
 - a. Alternative Energy Ad Hoc Committee**
- VII. Unfinished Business**
- VIII. New Business**
- IX. Counsel**
 - 1. Authorizing Resolution No. 08.01.2024.01 for OYA Robinson Road LLC**
 - 2. Authorizing Resolution No. 08.01.2024.02 for OYA Wayside Drive LLC**
 - 3. Authorizing Resolution No. 08.01.2024.03 for Clayton Harbor Hotel, LLC – Cell Tower Lease Approval**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
June 27, 2024**

DRAFT

The Jefferson County Industrial Development Agency held its board meeting on Thursday, June 27, 2024 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: None

Absent: None

Also Present: Rob Aiken, Kent Burto
Zoom: Justin Miller, Esq. (Harris Beach)

Staff Present: Marshall Weir, Jay Matteson, Lyle Eaton, Peggy Sampson, Robin Stephenson

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:24 a.m.
- II. Privilege of the Floor:** No one spoke.
- III. Minutes:** Minutes of the meeting held June 6, 2024 were presented. A motion to approve the minutes as presented was made by Ms. L’Huillier, seconded by Mr. Johnson. All in favor. Carried.
- IV. Treasurer’s Report:** Mr. Warneck reviewed the financials for the period ending June 30, 2024. Ms. Stephenson said that she is working with Painfull Acres on their delinquency. She reported that CCTI and Taste of Design accounts have been brought current. After discussion, a motion was made by Mr. Condino to accept the financial statement as presented, seconded by Ms. L’Huillier. All in favor. Carried.
- V. Committee Reports:**
 - a. Alternative Energy** – Mr. Warneck mentioned that he was asked to help review a grievance in the Town of Lyme for a solar project where the project owner is challenging the valuation model.

Chairman Aliasso mentioned that the Town of Henderson has created a solar development district which is basically an overlay within an overlay. He said that solar will not be allowed in the highest soil districts.
- VI. Unfinished Business:**
 - 1. 4XL, LLC Building Review (Lawman Headquarters, JCCP Lot 10)** – Mr. Weir said that he sent the plans to the corporate park tenants but did not receive any comments back. He did point out that the site plan shows an adjustment was made to the parking lot.

PILOT -

Attorney Miller said that he received an updated application since the size of the building (30,000 sq. ft. to 35,000 sq. ft.) and project costs changed. He said that staff will review the changes with him before presenting a resolution at the next board meeting which would authorize the amendment to the existing application and documents. He said the Agent Agreement will be amended and the sales tax and mortgage recording tax abatements will be adjusted accordingly. He said the transaction will mostly be administrative and can be processed pretty quickly. As they move through the planning process, he said the board can provide a condition of approval of the site plan subject to the board's acceptance of the revised application. Mr. Warneck said that he doesn't think the project developers are looking for conditional approval of the deed covenants. Attorney Miller said these are separate actions, but noted that we have a closed PILOT specific to a 30,000 sq. ft. building.

A motion was made by Mr. Warneck for conditional approval of the site plan showing a larger building contingent upon the process to update the PILOT application and related documents at the next board meeting, seconded by Mr. Condino. Mr. Aliasso asked about the easement for the driveway and assumed it was a permanent easement. Attorney Miller said that they are setting up general access rights. All in favor. Carried.

2. **Deferiet Redevelopment Corporation Organizational Resolution** – Attorney Miller said the County acquired the property through foreclosure. He said that earlier this year the JCIDA board agreed to sponsor the new LDC and will be the sole member to hold the property. The DRC will work with NYSERDA and developers to redevelop the property. The initial directors are the seven IDA board members. The initial directors will hold an organizational meeting following this meeting to set up the initial housekeeping and corporate profile for the entity. There will be 3 IDA board members, 2 JCLDC board members, and 2 ex officio members (the Town of Wilna Supervisor and the Village of Deferiet Mayor). The resolution adopts the bylaws and the various policies that are needed for PAAA. Mr. Aliasso read the resolution. A motion was made by Mr. Walldroff to approve the organizational resolution, seconded by Mr. Converse. Roll call vote. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Condino – Yea, Mr. Johnson – Yea, Ms. L'Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.

Mr. Walldroff asked if the County's next phase is to start the remediation. He said the DRC board's first action would be to monitor the remediation process. Mr. Weir said yes.

VII. New Business:

1. **General discussion of Section 485-a real property tax exemption program** – Mr. Weir said the City of Watertown is considering opting into the program which provides a high amount of property tax abatement. He said that it is a competitive program with some of the things that we offer from our PILOTs but noted that there are not a lot of properties in the City that would qualify. Attorney Miller said the program could be utilized in conjunction with the IDA benefits (sales and mortgage recording tax abatement) and noted that it is an aggressive abatement schedule.

VIII. Counsel:

1. **Authorizing Resolution No. 06.27.2024.01 for 302 Globe, LLC** – Chairman Aliasso read the purpose of the resolution. A motion was made by Mr. Converse to approve the resolution, seconded by Mr. Johnson. Discussion ensued. Mr. Warneck expressed his concern that the board has declined other housing projects and wanted to note that this project is being considered because it is taking an underutilized dilapidated building and turning it into mixed-use for housing and retail.

Mr. Condino asked about the SEQR process. Attorney Miller said that we are attending to it in today's authorizing resolution. He said that normally the local municipality would complete the SEQR review before they come to the IDA or working on a parallel basis with local planning. He said in this case its largely a renovation of an existing structure without additions or any external expansion, so the City's interpretation is that it's a matter of building permit situation without the need for site plan which leaves SEQR unattended to at this point. In this case, the applicant filled out the application and we did an unlisted review and uncoordinated adoption of a negative declaration which is reflected in the resolution today.

Roll call vote. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Condino – Yea, Mr. Johnson – Yea, Ms. L'Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.

- IX. **Adjournment:** With no further business before the board, a motion to adjourn was made by Mr. Warneck, seconded by Mr. Johnson. All in favor. The meeting was adjourned at 9:07 a.m.

Respectfully submitted,

Peggy Sampson

Jefferson County Industrial Development Agency
Special Board Meeting Minutes
July 8, 2024

DRAFT

The Jefferson County Industrial Development Agency held a special board meeting on Monday, July 8, 2024 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: None

Absent: None

Also Present: Marshall Weir, Peggy Sampson, Robin Stephenson
Zoom: Justin Miller, Esq. (Harris Beach), Craig Fox (Watertown Daily Times)

I. Call to Order: Chairman Aliasso called the meeting to order at 8:00 a.m.

II. Pledge of Allegiance

III. Special Business:

1. Supplemental Project Authorizing Resolution No. 07.08.2024.01 for 4XL, LLC – Amended Application and Project Documents – Attorney Miller provided background. He said there was a site plan amendment to the closed PILOT by revising the building footprint from 30,000 sq. ft. to 35,000 sq. ft. He said today’s resolution is formal approval of the site plan amendment with corresponding updates to the sales and mortgage recording tax abatements since the project cost went up by \$1.1M.

Chairman Aliasso read the purpose of the resolution. A motion was made by Mr. Converse to approve the resolution, seconded by Mr. Condino. Discussion ensued. Mr. Walldroff asked about the source of the redacted grant in the application. Attorney Miller said that he would inquire. Mr. Warneck noted that the application was filled out for L2, LLC and the resolution is for 4XL, LLC. Attorney Miller said it's common for a developer to create a new LDC for a specific project, which is what occurred in this instance. He said that they confirmed that the same equity applied for both.

Roll call vote. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Condino – Yea, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.

IV. Adjournment: With no further business before the board, a motion to adjourn was made by Mr. Warneck, seconded by Ms. L’Huillier. The special meeting was adjourned at 8:09 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 Prepared by Lyle Eaton, UNRECONCILED
Income Statement for the Seven Month Period Ending July 31, 2024

	Current Year Budget	Year-to-Dat e Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	\$ 12,000.00	54,352.00	\$ 20,500.00	0.00	(42,352.00)
Bond Admin Fee	3,000.00	3,000.00	0.00	0.00	0.00
PILOT/Sale Leaseback Fees	1,079,306.00	0.00	0.00	0.00	1,079,306.00
Fee Income - RLF Program	43,422.00	25,329.50	3,618.50	3,618.50	18,092.50
Fee Income - Micro Program	24,087.00	14,050.75	2,007.25	2,007.25	10,036.25
Grant Income - Federal ARPA	0.00	292,000.00	0.00	0.00	(292,000.00)
Interest Income	500.00	130.84	0.00	21.57	369.16
Interest Income - RLF Program	40,000.00	31,874.13	1,337.00	8,606.11	8,125.87
Late Payment Penalty RLF	0.00	32.50	0.00	0.00	(32.50)
Interest Income - Micro Prog.	5,000.00	3,949.60	455.31	724.76	1,050.40
Late Payment Penalty - Micro	700.00	178.03	0.00	67.06	521.97
Miscellaneous Income	5,000.00	1,186.20	0.00	0.00	3,813.80
YMCA Income	0.00	15,976.30	0.00	0.00	(15,976.30)
Total Revenues	1,213,015.00	442,059.85	27,918.06	15,045.25	770,955.15
Operations					
Office Expense	2,000.00	1,096.96	134.78	363.50	903.04
Admin Services Exp	713,694.00	416,325.00	59,475.00	59,475.00	297,369.00
Depreciation Expense - Siding	16,296.00	9,505.72	1,357.96	1,357.96	6,790.28
D&O Insurance	16,500.00	9,339.75	1,334.25	1,334.25	7,160.25
Commercial Insurance	8,500.00	5,682.95	811.85	811.85	2,817.05
FTZ Expense	1,250.00	0.00	0.00	0.00	1,250.00
Legal- Retainer	18,000.00	10,500.00	1,500.00	3,000.00	7,500.00
Legal - Unrestricted	5,000.00	2,400.00	0.00	0.00	2,600.00
Legal YMCA	1,000.00	0.00	0.00	0.00	1,000.00
Accounting & Auditing	23,000.00	18,300.00	0.00	0.00	4,700.00
Coffeen Park Taxes	2,500.00	2,361.69	0.00	0.00	138.31
Airport Park Taxes	1,100.00	1,100.61	0.00	0.00	(0.61)
Deferit Expense	0.00	4,850.50	0.00	0.00	(4,850.50)
Fees Expense	500.00	115.20	0.00	0.00	384.80
Grant Expense - Federal ARPA	0.00	292,000.00	0.00	0.00	(292,000.00)
Bad Debt--RLF	190,000.00	0.00	0.00	0.00	190,000.00
Bad Debt--Micro	35,000.00	0.00	0.00	0.00	35,000.00
RLF Program Expense	43,422.00	25,329.50	3,618.50	3,618.50	18,092.50
Microenterprise Program Exp	24,087.00	14,050.75	2,007.25	2,007.25	10,036.25
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
Building Depreciation- 146 Ars	109,166.00	62,255.41	8,893.63	8,893.63	46,910.59
146 Arsenal Gas	0.00	796.93	0.00	0.00	(796.93)
Miscellaneous - Unrestricted	1,200.00	0.00	0.00	0.00	1,200.00
Total Operations	1,213,015.00	876,010.97	79,133.22	80,861.94	337,004.03
Total Revenue	1,213,015.00	442,059.85	27,918.06	15,045.25	770,955.15
Total Expenses	1,213,015.00	876,010.97	79,133.22	80,861.94	337,004.03
Net Income Over Expenditures	\$ 0.00	(433,951.12)	\$ (51,215.16)	(65,816.69)	433,951.12

JCIDA BALANCE SHEET

<u>Current Assets</u>	<u>7/30/2024</u>	<u>6/30/2024</u>
General Checking	\$ 1,202,840.85	\$ 1,203,244.61
Savings Account	258,864.73	258,843.16
Microenterprise Account	111,385.59	107,170.32
City Loan Account	287,884.46	287,882.10
Revolving Loan Fund Account	2,039,872.39	2,031,610.99
PILOT Monies Receivable	42,403.20	31,491.38
Miscellaneous Receivable	95,790.80	74,809.37
RLF Loans Receivable	2,273,594.55	2,276,092.29
Microenterprise Loans Rec.	108,369.91	111,849.31
Allowance for Bad Debt-RLF	(190,000.00)	(190,000.00)
Allow. for Bad Debts-MICRO	(35,000.00)	(35,000.00)
Prepaid Expense	4,742.44	6,888.54
Total Current Assets	<u>\$ 6,200,748.92</u>	<u>\$ 6,164,882.07</u>
<u>Property and Equipment</u>		
Accum Depr - Building	(1,256,231.53)	(1,247,337.90)
Accum Depr. Equipment	(52,269.66)	(52,269.66)
Accumulated Depreciation Sidin	(52,960.44)	(51,602.48)
Total Property and Equipment	(1,361,461.63)	(1,351,210.04)
<u>Other Assets</u>		
IT Server	6,050.00	6,050.00
Equipment	13,366.00	13,366.00
Corp. Park Improvements	209,995.14	209,995.14
Airport Property	884,326.02	884,326.02
Intangible Asset	53,195.00	53,195.00
WIP Airport	413,244.37	410,813.94
WIP Intersection	244,973.52	244,973.52
Woolworth Building	505,000.00	505,000.00
Rail Siding CCIP	244,434.00	244,434.00
Land 146 Arsenal	126,577.50	126,577.50
146 Ars Building Improvements	3,264,556.08	3,264,556.08
Total Other Assets	5,965,717.63	5,963,287.20
Total Assets	<u><u>\$ 10,805,004.92</u></u>	<u><u>\$ 10,776,959.23</u></u>

LIABILITIES AND CAPITAL

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JCIDA BALANCE SHEET

Current Liabilities

Accounts Payable - Unrestrict	\$ 117,037.53	\$ 53,849.25
PILOT Monies Payable	42,403.20	31,009.95
RLF Loan Payable	700,000.00	700,000.00
Due HUD - RLF Interest	513.79	344.33
Due HUD - MICRO Interest	2.62	1.73
Due HUD - CITY Loan Interest	7.16	4.80
ARPA Airport Sewer	916,000.00	916,000.00
Car Freshner Signage	11,000.00	11,000.00
Total Current Liabilities	\$ 1,786,964.30	\$ 1,712,210.06

Long-Term Liabilities

Due NYS/IAP L.T.	180,159.78	180,159.78
Total Long-Term Liabilities	180,159.78	180,159.78

Total Liabilities	1,967,124.08	1,892,369.84
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Capital

General Fund Bal - Unrestrict.	3,704,602.38	3,704,602.38
Fund Bal - RLF Restricted	4,109,139.27	4,109,139.27
Fund Bal - Micro Restricted	190,659.76	190,659.76
Fund Bal - City Restricted	287,870.22	287,870.22
Cap. Impr. Convergys	979,560.33	979,560.33
Net Income	(433,951.12)	(387,242.57)
Total Capital	8,837,880.84	8,884,589.39

Total Liabilities & Capital	10,805,004.92	10,776,959.23
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Jefferson County IDA
Balance Sheet
July 31, 2024

ASSETS

Current Assets		
General Checking	\$	1,202,840.85
Savings Account		258,864.73
Microenterprise Account		111,385.59
City Loan Account		287,884.46
Revolving Loan Fund Account		2,039,872.39
PILOT Monies Receivable		42,403.20
Miscellaneous Receivable		95,790.80
RLF Loans Receivable		2,273,594.55
Microenterprise Loans Rec.		108,369.91
Allowance for Bad Debt-RLF		(190,000.00)
Allow. for Bad Debts-MICRO		(35,000.00)
Prepaid Expense		4,742.44
		6,200,748.92
Total Current Assets		
Property and Equipment		
Accum Depr - Building	(1,256,231.53)	
Accum Depr. Equipment	(52,269.66)	
Accumulated Depreciation Sidin	(52,960.44)	
		(1,361,461.63)
Total Property and Equipment		
Other Assets		
IT Server	6,050.00	
Equipment	13,366.00	
Corp. Park Improvements	209,995.14	
Airport Property	884,326.02	
Intangible Asset	53,195.00	
WIP Airport	413,244.37	
WIP Intersection	244,973.52	
Woolworth Building	505,000.00	
Rail Siding CCIP	244,434.00	
Land 146 Arsenal	126,577.50	
146 Ars Building Improvements	3,264,556.08	
		5,965,717.63
Total Other Assets		
Total Assets		\$ 10,805,004.92

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable - Unrestrict	\$	117,037.53
PILOT Monies Payable		42,403.20
RLF Loan Payable		700,000.00
Due HUD - RLF Interest		513.79
Due HUD - MICRO Interest		2.62
Due HUD - CITY Loan Interest		7.16
ARPA Airport Sewer		916,000.00
Car Freshner Signage		11,000.00
		1,786,964.30
Total Current Liabilities		
Long-Term Liabilities		
Due NYS/IAP L.T.		180,159.78
		180,159.78

Jefferson County IDA
Balance Sheet
July 31, 2024

Total Long-Term Liabilities		<u>180,159.78</u>
Total Liabilities		1,967,124.08
Capital		
General Fund Bal - Unrestrict.	3,704,602.38	
Fund Bal - RLF Restricted	4,109,139.27	
Fund Bal - Micro Restricted	190,659.76	
Fund Bal - City Restricted	287,870.22	
Cap. Impr. Convergys	979,560.33	
Net Income	<u>(433,951.12)</u>	
Total Capital		<u>8,837,880.84</u>
Total Liabilities & Capital	\$	<u><u>10,805,004.92</u></u>

Jefferson County IDA
General Checking Cash Receipts Journal
For the Period From Jul 1, 2024 to Jul 31, 2024

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
7/3/24	207005 205602 100001	19916*	DUE JCIDA 4-2024 MICRO DUE SHLDC PAINFULL ACRES 4-2024 PAINFULL ACRES	989.37	565.35 424.02
				<u>989.37</u>	<u>989.37</u>

**Jefferson County IDA
Miscellaneous Receivables
As of Jul 31, 2024**

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
4XL.LLC 4XL, LLC	3952	16,500.00				16,500.00
		<u>16,500.00</u>				<u>16,500.00</u>
CONVALT CONVALT ENERGY. LLC	3669 3911				27,486.30 11,230.50	27,486.30 11,230.50
					<u>38,716.80</u>	<u>38,716.80</u>
HALE'S BUS GARAGE HALE'S BUS GARAGE, LLC 315-853-8670	3944				3,750.00	3,750.00
					<u>3,750.00</u>	<u>3,750.00</u>
OYA ROBINSON OYA ROBINSON ROAD LLC	3958	2,000.00				2,000.00
		<u>2,000.00</u>				<u>2,000.00</u>
OYA WAYSIDE OYA WAYSIDE DRIVE, LLC	3959	2,000.00				2,000.00
		<u>2,000.00</u>				<u>2,000.00</u>
THREE MILE BAY THREE MILE BAY VENTURES, LLC	7-10-2020				41,400.00	41,400.00
					<u>41,400.00</u>	<u>41,400.00</u>
Report Total		20,500.00	13-		83,866.80	104,366.80

Jefferson County Industrial Development Agency
 MICRO Loan Fund Receivables
 July 31, 2024

Recipient	Date Issued	Loan Amount	Current Balance	Payment Amount	Current Status	Purpose of Loan
Colleens Cherry Tree inn	5/1/2019	\$40,000.00	20,177.94	\$250.60	1 Month	Expand Restaurant - Ice Ceram Shop
Clayton Island Tours	3/31/2023	\$40,000.00	31,092.74	\$773.31	Current	Working Capital
Painfull Acres	3/1/2018	\$40,000.00	8,289.07	\$565.35	3 Months	Amish Furniture Store
Pink Kettle	2/23/2022	\$24,800.00	13,993.39	\$468.01	Current	Retail Beverages
Taste of Design	4/1/2007	\$40,000.00	9,271.09	\$277.54	Current	Coffee Shop
Therartpy	7/1/2021	\$10,102.00	4,345.23	\$190.64	Current	Art Therapy
Willowbrook	7/28/2021	\$40,000.00	21,200.45	\$754.85	Current	Purchase Golf Club
Total MICRO Receivables		234,902.00	108,369.91	3,280.30	-	

**Jefferson County IDA
Revolving Loan Fund Receivables
As of Jul 31, 2024**

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

Customer	Amount Due
CONVALT ENERGY, LLC	850,000.00
JEFFERSON COUNTY INDUSTRIAL	700,000.00
LCO DESTINY, LLC	207,045.62
MARZANO EXCAVATING, LLC	117,493.07
SACKETS HARBOR BREW PUB, LLC	148,965.86
THREE MILE BAY VENTURES, LLC	250,000.00
	<u>2,273,504.55</u>

Jefferson County IDA
Cash Disbursements Journal
For the Period From Jul 1, 2024 to Jul 31, 2024

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
7/9/24	8106	200001 100001	Invoice: 24-618 BERNIER, CARR & ASSOCIATES, P.C.	2,430.43	2,430.43
7/9/24	8107	200001 100001	Invoice: 8-539-60259 FEDERAL EXPRESS CORP.	51.83	51.83
7/9/24	8108	200001 100001	Invoice: 4-2024 JEFFERSON COUNTY INDUSTRIAL	565.35	565.35
7/9/24	8109	200001 100001	Invoice: 4-2024 SACKETS HARBOR LDC	424.02	424.02
7/22/24	8110	200001 100001	Invoice: 898054 HARRIS BEACH	1,500.00	1,500.00
7/22/24	8111	200001 100001	Invoice: CONVALT JULY 24 JEFFERSON COUNTY INDUSTRIAL	2,125.00	2,125.00
7/22/24	8112	200001 100001	Invoice: ROBINSON JEFFERSON COUNTY INDUSTRIAL	2,000.00	2,000.00
7/22/24	8113	200001 100001	Invoice: WAYSIDE JEFFERSON COUNTY INDUSTRIAL	2,000.00	2,000.00
7/22/24	8114	200001 100001	Invoice: 3952 JEFFERSON COUNTY INDUSTRIAL	16,500.00	16,500.00
7/22/24	8115	200001 100001	Invoice: CONVALT JULY SACKETS HARBOR LDC	500.00	500.00
	Total			28,096.63	28,096.63

**Jefferson County IDA
Unrestricted Aged Payables
As of Jul 31, 2024**

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

Vendor	Invoice/CM #	Date	Net To Pay
FEDERAL EXPRESS CORP.	72080	7/15/24	94.78
FEDERAL EXPRESS CORP.			94.78
JEFFERSON COUNTY INDUSTRIAL	MICRO ADMIN	6/1/24	2,007.25
	RLF ADMIN24-	6/1/24	3,618.50
	MICRO ADMIN	7/1/24	2,007.25
	RLF ADMIN24-	7/1/24	3,618.50
JEFFERSON COUNTY INDUSTRIAL			11,251.50
JEFF COUNTY LDC	ADMIN6	6/1/24	59,475.00
	ADMIN7	7/1/24	59,475.00
JEFF COUNTY LDC			118,950.00
			130,296.28



July 16, 2024

Mr. David Zembiec
CEO, Jefferson County IDA
800 Starbuck Avenue
Watertown, New York 13601

Mr. Justin Miller
Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207

Re: Change of Control Relative to Robinson Project owned and controlled by OYA Robinson Road LLC

Dear Mr. Zembiec, Members of the Board of the Agency, Mr. Miller,

I am counsel to OYA-GPC 2021 Holdco LLC ("OYA"). OYA is the current holder of 100% of the membership interests of OYA Robinson Road LLC ("ORR").

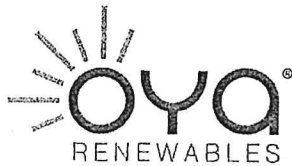
As you know on April 23, 2021, the Jefferson County Industrial Development Agency ("JCIDA") entered into the Agency Lease Agreement (and collateral documentation relative thereto, collectively the "Agency Lease") relative to the Robinson Project. That Agency Lease mandated that in the event of a transfer of a controlling interest in ORR, notification to, and authorization of such transfer, would be required from JCIDA.

Please accept this correspondence as a formal request to authorize the transfer of the controlling interests in ORR to AETS OpCo Holdings LLC a Delaware limited liability company ("AETS") upon your approval. To assist in the approval process please note the following:

1. From and after the date of the closing of the proposed transaction described in the Certificate AETS will have day-to-day control over ORR and will independently control, manage, make decisions on behalf of, or direct the operations of ORR. Also as described in the Certificate, AETS will abide by all of the terms and conditions contained in the Agency Lease.

I am providing links to Aggreko business websites which you can review for more information regarding same:

<https://www.aggreko.com/en-us>
<https://www.aggreko.com/en-us>



I am also providing the following in order for JCIDA to be able to fully understand the financial capacity of AETS and their extensive experience in the field:

1. Officer Certificate
2. Introduction and Company Overview

Please let us know at your earliest convenience what additional information you may need to consider this request and what procedure you would like us to follow to complete the application for this change.

Thank you in advance for your cooperation.

Very truly yours,

Glenn Frank

Glenn Frank
Associate General Counsel

Copy: Bernadette Corpuz; Taymaz Jahani;

**Jefferson County Industrial Development Agency
Renewable Energy Project Application Supplement**

Renewable Energy Project: Project Costs

1. Project size	<u>5 MWac</u>	<u>6.74 MWdc</u>
2. Solar equipment costs (panels, racking, all solar equipment to inverters)	<u>\$ 4 982 012.65</u>	
3. Site equipment and FF&E costs (on-production equipment from inverter to interconnection, including site fencing, security and other equipment)	<u>\$ 891 774.93</u>	
4. Site work and land preparation costs (earthwork, roadways, landscaping, and site plan improvements, highway cuts, wetland mitigation and other onsite infrastructure costs)	<u>\$ 470 080.00</u>	
5. All interconnection costs whether direct or indirect expense through utility	<u>\$ 124,147.07</u>	
6. All pre-development costs, including planning, engineering, site plan and permitting	<u>\$ 168,985.79</u>	
7. Battery storage costs	<u>\$ 0</u>	
8. Battery storage capacity	<u>0 MWac</u>	<u>0 MWdc</u>
9. All other soft costs including legal, planning and permitting	<u>\$ 0</u>	
10. Community benefit payments or impact fees	<u>\$ 0</u>	
11. Community adder	<u>\$ \$0</u>	
12. Community or market transition credit	<u>\$ \$0</u>	
13. Total annual lease amount for project	<u>\$ 36,048.35</u>	
14. Other (please identify):	<u>\$ 0</u>	
15. Site Acquisition Costs	<u>\$ 5,420</u>	
16. SPE Sale/Acquisition Price	<u>\$ \$0</u>	
17. Agency fees and costs	<u>\$ 136,222.50</u>	
 Total:	 <u>\$ \$6,814,691.29</u>	

Have any of the above costs been paid or incurred as of the date of this Application? Yes or No

Yes, all costs have been incurred. The project construction is complete and operating.

MANDATORY - Attach organizational chart showing complete ownership structure that lists all equity owners over 5%, including details on all parent companies up to and including ultimate taxpayer(s)

Please note that this Application and any financial assistance to be considered or approved by the Agency are specific to the entity and ownership makeup detailed within this Application. This Application and any related benefits under consideration and/or approved by the Agency may not be assigned in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person"). A transfer in excess of fifty percent (50%) of the equity voting interests of the Company (including all parent companies of the Company though and including the ultimate taxpayer(s) owning or controlling the Company), other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency. Any assignment of this Application and/or any Agency approvals shall require the prior written consent of the Agency upon application Sixty (60) days prior to a regularly scheduled meeting of the Agency and in accordance with the Agency's Project Recapture, Termination and Assignment Policy.

Has the Company executed or plan to execute any Membership Interest Purchase Agreement ("MIPA") at any time for this project?

If Yes, describe particulars: [Click to enter text.](#)

Please attach MIPA and provide details on purchaser and timing for sale, including terms of sale and an ownership chart detailing same. All entity sales must be disclosed per above and approved by the Agency before any Agency approvals or financial assistance may be assigned/assumed by a purchasing parent. **Any request for Agency approval for assignment of Agency approvals or financial assistance requires re-execution of this Supplement, including MIPA consideration as a component of total project cost.**

Does the Company or any known purchasers of the Company anticipate the utilization of any tax credit equity transactions involving the transfer of over 50% of the equity interests in the Company or any parent of the Company?

If Yes, describe particulars: [Click to enter text.](#)

Please attach details and information on any known or intended tax credit equity investors, along with details on timing, structure and terms.

Application Checklist – mandatory attachments/enclosures:

Organizational Chart(s)	Click to enter text.
Site Plan and SEQRA Materials	Attached
Ground Lease and Amendments	Attached
Surveys and Renderings	Attached
Parcel Tax Bills and Receipts	Attached
Power Purchase Agreement	N/A
Interconnect Agreement	Attached
Host Community Agreement	N/A

**Jefferson County Industrial Development Agency
Renewable Energy Project Application Supplement**

Company Acknowledgment and Certification:

The undersigned, being a duly authorized representative of the Company, hereby and on behalf of the Company, certifies to the best of his or her knowledge and under the penalty of perjury that all of the information provided by the Company within this Application for Financial Assistance is true, accurate and complete. The Company, on behalf of itself and all owners, occupants and/or operators receiving or that will receive financial assistance from the Agency (collectively, the "Recipients") hereby certifies that the Recipients are in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

The Company, on behalf of itself and all Recipients, hereby further acknowledges that the submission of any knowingly false or knowingly misleading information herein or within any agreement with the Agency may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the Agency's involvement in the project, including all costs of the agency relating to same. The Company has reviewed and accepts the terms of the Agency's Project Recapture and Termination Policy.

£

OYA Robinson Road LLC

By: OYA-GPC 2021 HoldCo LLC, its sole member

By: OYA Renewables Yield-1 LLC, its Managing Member

By: OYA-Rosewood Holdings LLC, its sole member

By: OYA Renewables Construction and Yield Holdings LLC,

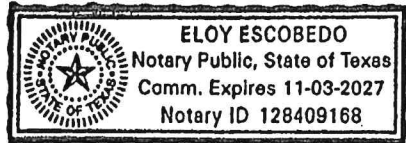
By:  _____

Name: John Shepherd
Title: Independent Manager

State of New York)
County of Harris) ss.:

On the 15th day of July in the year 2021 before me, the undersigned, personally appeared John Shepherd, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



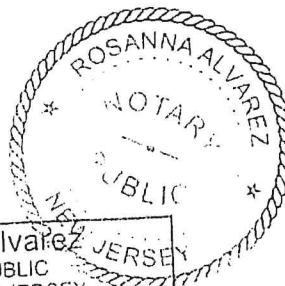
By: Eric Millard

Name: Eric Millard
Title: Independent Manager

State of ~~New York~~ New Jersey
County of Middlesex) ss.:

On the 15 day of July in the year 2021, before me, the undersigned, personally appeared Eric Millard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rosanna Alvarez
Notary Public



Rosanna Alvarez
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 501487713
MY COMMISSION EXPIRES January 19, 2026

AUTHORIZING RESOLUTION
(OYA Robinson Road LLC Project)

A regular meeting of the Jefferson County Industrial Development Agency was convened on Thursday, August 1, 2024.

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

Resolution No. 08.01.2024.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE PROPOSED ASSIGNMENT OF MEMBERSHIP INTERESTS IN THE COMPANY PURSUANT TO AN ASSIGNMENT AND ASSUMPTION AGREEMENT; 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 a certain Project Authorizing Resolution adopted by the Agency on August 6, 2020 (the “Project Authorizing Resolution”), the Agency appointed **OYA ROBINSON ROAD LLC** (the “Company”) as its agent to undertake a certain project (the “Project”) consisting of: (A)(i) the acquisition by the Agency of a leasehold interest in vacant real property located at 18600 Robinson Road in the Town of Orleans, New York (the “Land”, being more particularly described as tax parcel Nos. 13.00-2-47.1 and 13.00-2-32.1); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring, all located on the Land (collectively, the “Facility”); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); (B) the granting of certain financial assistance in the form of potential exemptions from real property taxes (except as limited by Section 874 of the General Municipal Law) (the “Financial Assistance”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the construction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; 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 April 1, 2021, 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 on April 30, 2021 at Instrument Number 2021-00006676 (the "Company Lease Agreement"), (iii) that certain Agency Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk on April 30, 2021 at Instrument Number 2021-00006677 (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" as amended pursuant to a certain Omnibus Amendment Agreement, dated as of December 9, 2021); and

WHEREAS, at the time of closing of the Straight Lease Transaction, the Company was wholly owned by OYA Solar MM1 LLC (the "Original Company Parent"), and upon consent of the Agency by resolution adopted December 2, 2021, and the execution of an assignment Agreement, dated as of December 22, 2021, the membership interests in the Company were assigned to OYA-GPC 2021 HoldCo LLC (the "Current Parent Company"); and

WHEREAS, the Company has advised the Agency that the Current Parent Company and Company (all owned and controlled by OYA Solar US GP Inc.) will be sold to and acquired by and through AETS OpCo Holdings LLC (the "New Company Parent", as owned and controlled by Aggreko Energy Transition Solutions, Inc.) whereby the New Company Parent will wholly own the Company (the "Transfer"); and

WHEREAS, the Transfer requires Agency written consent pursuant to Section 9.2 of the Agency Lease Agreement; and

WHEREAS, the Agency desires to authorize the Transfer, all pursuant to the terms and conditions of this resolution and a certain Assignment and Consent Agreement to be executed by the Company, Current 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 the Transfer, all pursuant to the terms and conditions of this resolution and the Assignment and Consent Agreement to be executed by the Company, Current Company Parent and New Company Parent. The foregoing authorizations shall be memorialized within the Assignment and Consent Agreement.

Section 2. Subject to (i) the Company's payment of all costs and fees associated with undertaking the Transfer, and (ii) the Company, Current Company Parent and New Company Parent executing the Assignment 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 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.				
William W. Johnson				
Paul J. Warneck				
W. Edward Walldroff				
John J. Condino				
Lisa L'Huillier				
David J. Converse				

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 August 1, 2024, 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 _____, 2024.

W. Edward Walldroff, Secretary

[SEAL]



July 16, 2024

Mr. David Zembiec
CEO, Jefferson County IDA
800 Starbuck Avenue
Watertown, New York 13601

Mr. Justin Miller
Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207

Re: Change of Control Relative to Wayside Project owned and controlled by OYA Wayside Drive LLC

Dear Mr. Zembiec, Members of the Board of the Agency, Mr. Miller,

I am counsel to OYA-GPC 2021 Holdco LLC ("OYA"). OYA is the current holder of 100% of the membership interests of OYA Wayside Drive LLC ("OWD").

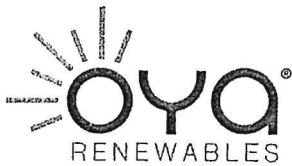
As you know on April 1, 2021, the Jefferson County Industrial Development Agency ("JCIDA") entered into the Agency Lease Agreement (and collateral documentation relative thereto, collectively the "Agency Lease") relative to the Wayside Project. That Agency Lease mandated that in the event of a transfer of a controlling interest in OWD, notification to, and authorization of such transfer, would be required from JCIDA.

Please accept this correspondence as a formal request to authorize the transfer of the controlling interests in OWD to AETS OpCo Holdings LLC a Delaware limited liability company ("AETS") upon your approval. To assist in the approval process please note the following:

1. From and after the date of the closing of the proposed transaction described in the Certificate AETS will have day-to-day control over OWD and will independently control, manage, make decisions on behalf of, or direct the operations of OWD. Also as described in the Certificate, AETS will abide by all of the terms and conditions contained in the Agency Lease.

I am providing links to Aggreko business websites which you can review for more information regarding same:

<https://www.aggreko.com/en-us>
<https://ets.aggreko.com/en-us>



I am also providing the following in order for JCIDA to be able to fully understand the financial capacity of AETS and their extensive experience in the field:

1. Officer Certificate
2. Introduction and Company Overview

Please let us know at your earliest convenience what additional information you may need to consider this request and what procedure you would like us to follow to complete the application for this change.

Thank you in advance for your cooperation.

Very truly yours,

A handwritten signature in cursive script that reads "Glenn Frank".

Glenn Frank
Associate General Counsel

Copy: Bernadette Corpuz; Taymaz Jahani;

www.oyarenewables.com

Toronto | Boston | India

**Jefferson County Industrial Development Agency
Renewable Energy Project Application Supplement**

Renewable Energy Project: Project Costs

1. Project size	<u>5.0 MWac</u>	<u>6.74 MWdc</u>
2. Solar equipment costs (panels, racking, all solar equipment to inverters)	\$ <u>5 108 007.5</u>	
3. Site equipment and FF&E costs (on-production equipment from inverter to interconnection, including site fencing, security and other equipment)	\$ <u>1 159 831.35</u>	
4. Site work and land preparation costs (earthwork, roadways, landscaping, and site plan improvements, highway cuts, wetland mitigation and other onsite infrastructure costs)	\$ <u>353 552.00</u>	
5. All interconnection costs whether direct or indirect expense through utility	\$ <u>1,336,468</u>	
6. All pre-development costs, including planning, engineering, site plan and permitting	\$ <u>204,389.22</u>	
7. Battery storage costs	\$ <u>0</u>	
8. Battery storage capacity	<u>0 MWac</u>	<u>0 MWdc</u>
9. All other soft costs including legal, planning and permitting	\$ <u>0</u>	
10. Community benefit payments or impact fees	\$ <u>0</u>	
11. Community adder	\$ <u>0</u>	
12. Community or market transition credit	\$ <u>0</u>	
13. Total annual lease amount for project	\$ <u>28,992.24</u>	
14. Other (please identify):	\$ <u>0</u>	
15. Site Acquisition Costs	\$ <u>6,860</u>	
16. SPE Sale/Acquisition Price	\$ <u>Click to enter text.</u>	
17. Agency fees and costs	\$ <u>133,702.50</u>	
 Total:	 \$ <u>8,331,802.81</u>	

Have any of the above costs been paid or incurred as of the date of this Application? Yes or No

Yes, all costs have been incurred. The project construction is complete and operating.

MANDATORY - Attach organizational chart showing complete ownership structure that lists all equity owners over 5%, including details on all parent companies up to and including ultimate taxpayer(s)

Please note that this Application and any financial assistance to be considered or approved by the Agency are specific to the entity and ownership makeup detailed within this Application. This Application and any related benefits under consideration and/or approved by the Agency may not be assigned in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person"). A transfer in excess of fifty percent (50%) of the equity voting interests of the Company (including all parent companies of the Company though and including the ultimate taxpayer(s) owning or controlling the Company), other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency. Any assignment of this Application and/or any Agency approvals shall require the prior written consent of the Agency upon application Sixty (60) days prior to a regularly scheduled meeting of the Agency and in accordance with the Agency's Project Recapture, Termination and Assignment Policy.

Has the Company executed or plan to execute any Membership Interest Purchase Agreement ("MIPA") at any time for this project?

If Yes, describe particulars: [Click to enter text.](#)

Please attach MIPA and provide details on purchaser and timing for sale, including terms of sale and an ownership chart detailing same. All entity sales must be disclosed per above and approved by the Agency before any Agency approvals or financial assistance may be assigned/assumed by a purchasing parent. Any request for Agency approval for assignment of Agency approvals or financial assistance requires re-execution of this Supplement, including MIPA consideration as a component of total project cost.

Does the Company or any known purchasers of the Company anticipate the utilization of any tax credit equity transactions involving the transfer of over 50% of the equity interests in the Company or any parent of the Company?

If Yes, describe particulars: [Click to enter text.](#)

Please attach details and information on any known or intended tax credit equity investors, along with details on timing, structure and terms.

Application Checklist – mandatory attachments/enclosures:

Organizational Chart(s)	Click to enter text.
Site Plan and SEQRA Materials	Attached
Ground Lease and Amendments	Attached
Surveys and Renderings	Attached
Parcel Tax Bills and Receipts	Attached
Power Purchase Agreement	N/A
Interconnect Agreement	Attached
Host Community Agreement	N/A

**Jefferson County Industrial Development Agency
Renewable Energy Project Application Supplement**

Company Acknowledgment and Certification:

The undersigned, being a duly authorized representative of the Company, hereby and on behalf of the Company, certifies to the best of his or her knowledge and under the penalty of perjury that all of the information provided by the Company within this Application for Financial Assistance is true, accurate and complete. The Company, on behalf of itself and all owners, occupants and/or operators receiving or that will receive financial assistance from the Agency (collectively, the "Recipients") hereby certifies that the Recipients are in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

The Company, on behalf of itself and all Recipients, hereby further acknowledges that the submission of any knowingly false or knowingly misleading information herein or within any agreement with the Agency may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the Agency's involvement in the project, including all costs of the agency relating to same. The Company has reviewed and accepts the terms of the Agency's Project Recapture and Termination Policy.

OYA Wayside Drive LLC

By: OYA-GPC 2021 HoldCo LLC, its sole member

By: OYA Renewables Yield-1 LLC, its Managing Member

By: OYA-Rosewood Holdings LLC, its sole member

By: OYA Renewables Construction and Yield Holdings LLC,

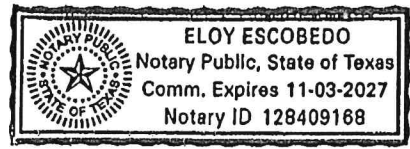
By: 

Name: John Shepherd
Title: Independent Manager

State of New York)
County of Harris) ss.:

On the 15th day of July in the year 2024, before me, the undersigned, personally appeared John Shepherd, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public



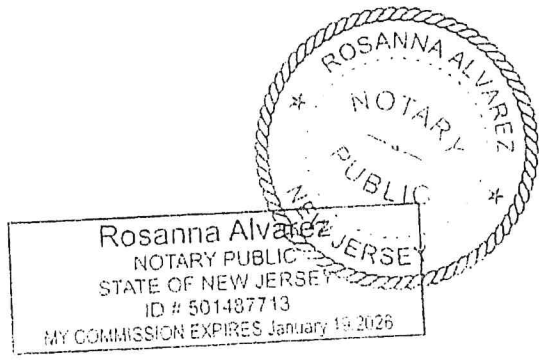
By: *E. L. Millard*

Name: Eric Millard
Title: Independent Manager

State of ~~New York~~ New Jersey
County of Medley) ss.:

On the 15 day of July in the year 2021, before me, the undersigned, personally appeared Eric Millard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rosanna Alvarez
Notary Public



AUTHORIZING RESOLUTION
(OYA Wayside Drive LLC Project)

A regular meeting of the Jefferson County Industrial Development Agency was convened on Thursday, August 1, 2024.

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

Resolution No. 08.01.2024.02

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE PROPOSED ASSIGNMENT OF MEMBERSHIP INTERESTS IN THE COMPANY PURSUANT TO AN ASSIGNMENT AND ASSUMPTION AGREEMENT; 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 a certain Project Authorizing Resolution adopted by the Agency on August 6, 2020 (the “Project Authorizing Resolution”), the Agency appointed **OYA WAYSIDE DRIVE LLC** (the “Company”) as its agent to undertake a certain project (the “Project”) consisting of: (A)(i) the acquisition by the Agency of a leasehold interest in vacant real property located at 22421 Wayside Drive in the Town of Pamelia, New York (the “Land”, being more particularly described as tax parcel No. 74.09-1-6); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring, all located on the Land (collectively, the “Facility”); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the “Equipment” and together with the Land and the Facility, the “Project Facility”); (B) the granting of certain financial assistance in the form of potential exemptions from real property taxes (except as limited by Section 874 of the General Municipal Law) (the “Financial Assistance”); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the construction, equipping and completion of the Project Facility; and (D) the lease of the Land and Facility by the Agency pursuant to a lease agreement; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; 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 April 1, 2021, 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 on April 30, 2021 at Instrument Number 2021-00006674 (the "Company Lease Agreement"), (iii) that certain Agency Lease Agreement, a memorandum of which was recorded in the Office of the Jefferson County Clerk on April 30, 2021 at Instrument Number 2021-00006675 (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 (vi) related documents (collectively, the "Project Documents", as amended pursuant to a certain Omnibus Amendment Agreement, dated as of December 9, 2021); and

WHEREAS, at the time of closing of the Straight Lease Transaction, the Company was wholly owned by OYA Solar MM1 LLC (the "Original Company Parent"), and upon consent of the Agency by resolution adopted December 2, 2021, and the execution of an assignment Agreement, dated as of December 22, 2021, the membership interests in the Company were assigned to OYA-GPC 2021 HoldCo LLC (the "Current Parent Company"); and

WHEREAS, the Company has advised the Agency that the Current Parent Company and Company (all owned and controlled by OYA Solar US GP Inc.) will be sold to and acquired by and through AETS OpCo Holdings LLC (the "New Company Parent", as owned and controlled by Aggreko Energy Transition Solutions, Inc.) whereby the New Company Parent will wholly own the Company (the "Transfer"); and

WHEREAS, the Transfer requires Agency written consent pursuant to Section 9.2 of the Agency Lease Agreement; and

WHEREAS, the Agency desires to authorize the Transfer, all pursuant to the terms and conditions of this resolution and a certain Assignment and Consent Agreement to be executed by the Company, Current 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 the Transfer, all pursuant to the terms and conditions of this resolution and the Assignment and Consent Agreement to be executed by the Company, Current Company Parent and New Company Parent. The foregoing authorizations shall be memorialized within the Assignment and Consent Agreement.

Section 2. Subject to (i) the Company's payment of all costs and fees associated with undertaking the Transfer, and (ii) the Company, Current Company Parent and New Company Parent executing the Assignment 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 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.				
William W. Johnson				
Paul J. Warneck				
W. Edward Walldroff				
John J. Condino				
Lisa L'Huillier				
David J. Converse				

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 August 1, 2024, 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 _____, 2024.

W. Edward Walldroff, Secretary

[SEAL]

VILLAGE OF CLAYTON

Zoning Officer

Richard Ingerson
Office Hours
Mon. Through Fri.
7:00 AM-12:00 PM & 1:00 PM-3:30 PM

Planning Department

405 Riverside Drive
Clayton, NY 13624
(315) 686-3512 Ext. 29
Fax (315) 686-2651

Planning Board

Douglas Rogers
Chairman
Sandra McMullen
Ron Duford
Adam Powers
Kevin Patchen
Therese Christensen
Ed Higgins
Alt: Alson Taylor
Thomas Williams

7/18/2024

Applicant:

St. Lawrence Seaway RSA Cellular Partnership (Verizon Wireless)
5 Palisades Drive Suite 300
Albany, NY 12205

Application: V-SUP-001-24

Dear St. Lawrence Seaway:

On the evening of 7/11/2024 at 7:00 pm the Planning Board reviewed your application for a Special Use Permit to locate a Telecommunication Facility at existing Hotel at 200 Riverside Drive. The application was approved by the Planning Board. If there are any question's please contact me at 315-686-6013.

Planning Board

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

David C. Brennan, Esq.
Executive Woods
5 Palisades Drive
Albany, New York 12205
(Re: [Clayton Riverside/MDG:])

(Space above this line for recorder's use)

SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMEN T AGREEMENT

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the _____ day of _____, 2024, by and among the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**"), a New York State Public Benefit Corporation with a place of business at 800 Starbuck Avenue, Suite 800 Watertown, NY 13601, **Northwest Bank**, a Pennsylvania chartered stock savings bank with a place of business at 100 Liberty Street, Warren, Pennsylvania 16365 and an office at 375 Essjay Road, Suite 100 Williamsville, New York 14221 ("**Agent**", as mortgagee, a lender and agent for the Lenders (defined below)), **St. Lawrence Seaway RSA Partnership**, a New York partnership with offices and a mailing address at One Verizon Way; Mail Stop 4AW100, Basking Ridge, NJ 07920 ("**Tenant**"), and **Clayton Harbor Hotel, LLC**, a New York limited liability company, with offices at Gateway Office Park, Suite 101, Rossler and Dingens Streets, Buffalo, New York 14206 ("**Landlord**").

RECITALS

WHEREAS, Landlord is the fee owner of a certain property located at 200 Riverside Drive, Town of Clayton Village, County of Jefferson, Tax Parcel No. 20.39-1-1.1 ("**Landlord's Property**") as further described in **Exhibit A**, hereto; and

WHEREAS, Landlord and Agency previously entered into (i) a certain Lease to Agency, dated as of February 28, 2013 (the "**Lease to Agency**", a memorandum of which was recorded in the Office of the Jefferson County Clerk on February 28, 2013 as File 2013-00002908, such Lease to Agency having been amended by that certain Amendment No. 1 to Lease to the Agency, dated as of May 11, 2015 recorded in the Office of the Jefferson County Clerk on May 27, 2015 as Instrument Number 2015-00007337), wherein the Landlord's Property was leased to the Agency; and (ii) a certain Lease Agreement, dated as of February 28, 2013 (the "**Leaseback Agreement**", a memorandum of which was recorded in the Office of the Jefferson County Clerk on February 28, 2013 as File 2013-00002909, such Leaseback Agreement having been amended by that certain Amendment No. 1 to Lease Agreement, dated as of May 11, 2015 recorded in the Office of the Jefferson County Clerk on May 27, 2015 as Instrument Number 2015-00007338, and collectively with the Lease to Agency, the "**Agency Leases**"), wherein the Landlord's Property was leased by the Agency back to the Landlord; and

WHEREAS, commensurate with the execution of the Agency Leases, the Landlord and Agency entered into a certain Payment in Lieu of Taxes Agreement (the “PILOT Agreement”), wherein the Landlord is obligated to pay certain PILOT Payments to the Agency for the benefit of certain Taxing Jurisdictions (as defined within the PILOT Agreement); and

WHEREAS, Landlord and Tenant have entered into a certain Lease Agreement, dated as of _____, 2024 (the “Cell Tower Lease”) for purposes of allowing Tenant to construct a wireless communications facility on the roof of the Facility (as defined within the Agency Leases) located on the Landlord’s Property (the “Cell Tower Improvements”); and

WHEREAS, Tenant has or will secure all necessary approvals and permits to construct the Cell Tower Improvements, which shall not be included as a component of the Facility (as defined within the Agency Leases), nor subject to any real estate tax abatement pursuant to the PILOT Agreement; and

WHEREAS, pursuant to the Agency Leases, Landlord is required to secure the written consent of the Agency in order to enter into the Cell Tower Lease; and

WHEREAS, Agent and Landlord are a party to that certain loan agreement (the “Loan Agreement”) by and among Agent, Landlord, the lending institutions a party thereto (the “Lenders”), Chautauqua Harbor Hotel, LLC and Seneca Market I LLC pursuant to which the Lenders have made loans to Landlord; and

WHEREAS, Lenders, with the consent of the Agency, have made certain mortgage loans to Landlord, as demonstrated by Instrument Nos: 2014-0872, 2014-0873, 2018-6832, and 2018-6833 (together, the “Mortgage Liens”); and

WHEREAS, Tenant requires this Subordination, Consent, Non-Disturbance, and Attornment Agreement to proceed with the Cell Tower Lease, and;

WHEREAS, in accordance with this Agreement, Tenant agrees to attorn to the beneficiary of any mortgage, deed of trust or other lien instrument given by Landlord that may encumber the Landlord’s Property as Tenant’s landlord under the Cell Tower Lease in the event of a foreclosure of Landlord’s interest, provided that Tenant receives from every such deed of trust beneficiary a non-disturbance agreement that recognizes the validity of the Cell Tower Lease in the event of a foreclosure of Landlord’s interest and also Tenant’s right to remain in occupancy of the portion of the Landlord’s Property leased by the Tenant (“Leased Premises”), pursuant to the terms of the Cell Tower Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Cell Tower Lease, the Cell Tower Lease, and the leasehold estate created thereby, and all of Tenant’s rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Mortgage Liens, and the liens thereof, and all rights of Agent and Lenders thereunder.

2. Consent. Agent, on behalf of the Lenders, consents to the Cell Tower Lease and to the Tenant's use and occupancy of the Leased Premises under the Cell Tower Lease. The Agency, for itself and as landlord and tenant pursuant to the Agency Leases, hereby consents to the Landlord's execution and delivery of the Cell Tower Lease, subject to the Landlord and Tenant's acknowledgement hereby that: (i) the Cell Tower Improvements are not and shall not become a component of the Facility (as defined within the Agency Leases); (ii) the Cell Tower Improvements are not and shall not be deemed exempt from taxation or deemed a component of the Facility as defined within the PILOT Agreement; (iii) Landlord and Tenant shall timely pay or cause to be timely paid all real estate taxes, assessments and charges associated with the Cell Tower Improvements; and (iv) Landlord and Tenant hereby and shall jointly and severally defend and hold harmless the Agency from any and all costs and liabilities associated with the Cell Tower Improvements, including, but not limited to, any and all causes of action brought against the Agency in connection with the installation, operation, maintenance, repair, removal and/or replacement of the Cell Tower Improvements.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Cell Tower Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Cell Tower Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Agent. In addition, Agent shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Cell Tower Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Agent, or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage Lien, becomes the owner of Landlord's Property, by reason of any foreclosure of the Mortgage Lien, the acceptance by Agent of a deed in lieu of foreclosure, or by any other manner, Agent or such other purchaser shall not terminate the Cell Tower Lease, and the Cell Tower Lease shall continue in full force and effect as a direct lease between Tenant and Agent, or such other purchaser, under all of the terms, covenant and conditions of the Cell Tower Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Cell Tower Lease.

b. Immediately upon the succession of Agent or such other purchaser to the interest of the Landlord under the Cell Tower Lease, Tenant does hereby agree to attorn to Agent or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Cell Tower Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Cell Tower Lease, Agent or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Cell Tower Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Cell Tower Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Cell Tower Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall,

from and after Agent's or such other purchaser's succession to the interest of Landlord under the Cell Tower Lease, have the same remedies against such party that Tenant might have had under the Cell Tower Lease against Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Agent to any amendments, modifications, renewals, or extensions of the Cell Tower Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

[SIGNATURES ON FOLLOWING PAGE]

Agency:

Jefferson County Industrial Development Agency

By: _____

Name: _____

Title: _____

AGENT:

Northwest Bank,
a wholly owned subsidiary of Northwest Bancshares, Inc.,
a Maryland Corporation

By: _____

Name: Anthony F. Franco

Title: Regional Vice President

LANDLORD:

Clayton Harbor Hotel, LLC,
a New York limited liability company

By: _____

Name: _____

Title: _____

TENANT:

St. Lawrence Seaway RSA Cellular Partnership
By Bell Atlantic Mobile Systems LLC d/b/a Verizon
Wireless, Its Operating Partner

By: _____

Name: _____

Title: _____

Agency

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

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____ Bank, the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ of _____, County of _____, State of New York.

Notary Public

Northwest Bank

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

On the ____ day of _____, 20____, before me, the undersigned, personally appeared **Anthony F. Franco**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Buffalo, County of Erie, State of New York.

Notary Public

Clayton Harbor Hotel, LLC

STATE OF)
)ss.:
COUNTY OF)

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of St. Lawrence Seaway Partnership d/b/a Verizon Wireless, the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of _____, County of _____, State of _____.

Notary Public

St. Lawrence Seaway RSA Cellular Partnership

STATE OF)
)ss.:
COUNTY OF)

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless, the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of _____, County of _____, State of _____.

Notary Public

Exhibit A
Property Description

Parcel A

ALL THAT PARCEL OF LAND located in the Village of Clayton, Town of Clayton, County of Jefferson and State of New York, bounded and described as follows:

BEGINNING at a drill hole set at the intersection of the northeast margin of Webb Street with the northwest margin of Hugunin Street; and runs thence from the point of beginning, North 20 degrees 19 minutes West, 355.00 feet along the northeast margin of Webb Street to a 5/8 inch rebar set with red plastic cap at its intersection with the northwest margin of Riverside Drive, said rebar also being in the southeast line of lands conveyed to the Village of Clayton (Liber 914, Page 708); thence North 84 degrees 27 minutes East, 12.64 feet along the southeast line of lands conveyed to the Village of Clayton to a 5/8 inch rebar set with red plastic cap at the southeast corner thereof; thence North 20 degrees 03 minutes West, 27.29 feet along the east line of lands conveyed to the Village of Clayton to a point; thence N. 01 degrees 14 minutes W, 58.12 feet continuing along the east line of lands conveyed to the Village of Clayton to a point; thence North 88 degrees 03 minutes 45 seconds East, 202.62 feet to a point; thence South 74 degrees 46 minutes East, 259.10 feet to a point; thence South 58 degrees 12 minutes 30 seconds East, 50.00 feet to a point; thence South 37 degrees 06 minutes East, 198.16 feet to a point; thence South 20 degrees 13 minutes East, 459.40 feet to a point in the northwest margin of Jane Street; thence South 69 degrees 41 minutes West, 73.33 feet along the northwest margin of Jane Street to an existing iron pipe at the southeast corner of lands conveyed to Frances M. Vogt (Liber 1774, Page 151), said iron pipe being South 20 degrees 21 minutes 26 seconds East, 65.85 feet from an existing iron pipe; thence North 20 degrees 21 minutes 26 seconds W, 157.39 feet along the northeast line of lands conveyed to Vogt, passing through the last mentioned iron pipe, and to and along the northeast line of lands conveyed to Danial J. Woodley and Linda T. Woodley (Liber 1309, Page 263), at a 5/8 inch rebar set with red plastic cap at the northeast corner of said lands conveyed to Woodley; thence South 69 degrees 40 minutes 29 seconds West, 132.12 feet along the northwest line of lands conveyed to Woodley to a 5/8 inch rebar set with red plastic cap in the northeast margin of Franklin Street; thence North 20 degrees 13 minutes West, 66.21 feet along the northeast margin of Franklin Street to a drill hole set; thence South 69 degrees 47 minutes West, 49.50 feet to a 5/8 inch rebar set with red plastic cap in the southwest margin of Franklin Street; thence South 20 degrees 13 minutes East, 147.93 feet along the southwest margin of Franklin Street to a 5/8 inch rebar set with red plastic cap at the northeast corner of lands conveyed to Gerald Marshall and Beth J. Marshall (Liber 1750, Page 320); thence South 69 degrees 58 minutes West, 80.11 feet along the northwest line of lands conveyed to Marshall to a 5/8 inch rebar set with red plastic cap at the northwest corner thereof; thence South 20 degrees 02 minutes East, 77.21 feet along the southwest line of lands conveyed to Marshall to a 5/8 inch rebar set with red plastic cap in the northwest margin of Jane Street; thence South 69 degrees 58 minutes West, 52.80 feet along the northwest margin of Jane Street to a 5/8 inch rebar set with red plastic cap at its intersection with the northeast line of lands conveyed to George Phillip Schafer II (Liber 874, Page 29); thence North 20 degrees 13 minutes West, 471.53 feet along the northeast line of lands conveyed to Schafer, to and along the northeast line of lands conveyed to Richard C. Bertrand and Patricia L. Bertrand (Liber 812, Page 1059), Jonathan P. Ludlow (Instrument 2003-00008128), Kevin E. Durr and Jennifer L. Durr (Instrument 2005-00009948), Gerald R. Scales and Helen M. Scales (Liber 884, Page 355), and George Kittle and Patricia Kittle (Instrument 2004-00004513) and

crossing the northeast end of Hugunin Street, to a point in the northwest margin of Hugunin Street; thence South 69 degrees 00 minutes West, 133.88 feet along the northwest margin of Hugunin Street to the point of beginning.

Parcel B (Hugunin Street)

ALL THAT PARCEL OF LAND located in the Village of Clayton, Town of Clayton, County of Jefferson and State of New York, bounded and described as follows:

BEGINNING at a point now or formerly marked by a 5/8 inch rebar with red plastic cap at the intersection of the easterly boundary of Webb Street with the northerly boundary of Hugunin Street, said point also being at a corner in the westerly line of lands conveyed to the Clayton Harbor Hotel, LLC (Instrument 2013-00002906); and running thence from the point of beginning North 69 degrees 00 minutes East, 133.88 feet along the northerly boundary of Hugunin Street and along said line of lands conveyed to the Clayton Harbor Hotel, LLC on the north to a 5/8 inch rebar with red plastic cap set at the northeast corner of Hugunin Street; thence South 20 degrees 13 minutes East, 49.50 feet along the northeast line of Hugunin Street and along the line of said lands conveyed to the Clayton Harbor Hotel, LLC on the east to a point at the southeasterly corner of Hugunin Street, said point also being the northeast corner of lands conveyed to the Clayton Harbor Hotel, LLC (Instrument 2013-00007716); thence South 69 degrees 00 minutes West, 133.80 feet along the northwest line of said lands conveyed to the Clayton Harbor Hotel, LLC (Instrument 2013-00007716) and along the southwest boundary of Hugunin Street to a point at its intersection with the easterly boundary of Webb Street; thence North 20 degrees 19 minutes 49.50 feet over Hugunin Street, to the point of beginning.

Parcel C (Franklin Street)

ALL THAT PARCEL OF LAND located in the Village of Clayton, Town of Clayton, County of Jefferson and State of New York, bounded and described as follows:

BEGINNING at an existing rebar in the easterly boundary of Franklin Street, said rebar being at the northwest corner of lands conveyed to Danial J. Woodley and Linda T. Woodley (Liber 1309, P.263); and running thence from the point of beginning South 69 degrees 40 minutes 29 seconds West, 49.50 feet over Franklin Street to a point in the westerly street boundary thereof, said point also being in the line of lands conveyed to Clayton Harbor Hotel, LLC (Instrument 2013-00002906) on the southwest; thence North 20 degrees 13 minutes West, 66.30 feet along the westerly boundary of Franklin Street and said lands conveyed to Clayton Harbor Hotel, LLC on the southwest to a 5/8 inch rebar with red plastic cap set at the northwest corner of Franklin Street; thence North 69 degrees 47 minutes East, 49.50 feet along the northerly boundary of Franklin Street and along the line of said lands conveyed to the Clayton Harbor Hotel, LLC on the north to a 5/8 inch rebar with red plastic cap set at the northeast corner of Franklin Street; thence South 20 degrees 13 minutes East, 66.21 feet along the easterly boundary of Franklin Street to the point of beginning.

AUTHORIZING RESOLUTION

(Clayton Harbor Hotel, LLC Project – Cell Tower Lease Approval)

A regular meeting of the Jefferson County Industrial Development Agency was convened on Thursday, August 1, 2024.

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

Resolution No. 08.01.2024.03

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE PROPOSED ASSIGNMENT OF MEMBERSHIP INTERESTS IN THE COMPANY PURSUANT TO AN ASSIGNMENT AND ASSUMPTION AGREEMENT; 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 a certain Project Authorizing Resolution adopted by the Agency on February 13, 2013 (the “Project Authorizing Resolution”), the Agency appointed **CLAYTON HARBOR HOTEL, LLC** (the “Company”) as its agent to undertake a certain project (the “Project”) consisting of the construction and equipping of a 105-room hotel facility with 300 person ballroom/conference center, restaurant, indoor swimming pool and other facilities, as located at 200 Riverside Drive, Clayton, New York (the “Facility”); 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 February 28, 2013, which included the following documents and agreements: (i) a certain Lease to Agency, dated as of February 28, 2013 (the “Lease to Agency”, a memorandum of which was recorded in the Office of the Jefferson County Clerk on February 28, 2013 as File 2013-00002908, such Lease to Agency having been amended by that certain Amendment No. 1 to Lease to the Agency, dated as of May 11, 2015 recorded in the Office of the Jefferson County Clerk on May 27, 2015 as Instrument Number 2015-00007337), wherein the Facility was leased to the Agency; and (ii) a certain Lease Agreement, dated as of February 28, 2013 (the “Leaseback Agreement”, a memorandum of which was recorded in the Office of the Jefferson County Clerk on February 28, 2013 as File 2013-00002909, such Leaseback Agreement having been amended by that certain Amendment No. 1 to Lease Agreement, dated as of May 11, 2015 recorded in the Office of the Jefferson County Clerk on

May 27, 2015 as Instrument Number 2015-00007338, and collectively with the Lease to Agency, the "Agency Leases"), wherein the Facility was leased by the Agency back to the Company; and

WHEREAS, the Company has advised the Agency that it intends to lease portions of the roof of the Facility to St. Lawrence Seaway RSA Partnership (herein, "Verizon") for purposes of installing cellular antennas and related telecommunications equipment (the "Cell Tower"), such Cell Tower having been approved by applicable local planning boards; and

WHEREAS, the proposed lease by the Company of portions of the Facility to Verizon (herein, the "Cell Tower Lease") requires Agency written consent pursuant to the Leaseback Agreement; and

WHEREAS, the Agency desires to authorize the Cell Tower Lease, all pursuant to the terms and conditions of this resolution and a certain Subordination, Consent, Non-Disturbance and Attornment Agreement (herein, the "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 the Cell Tower Lease, all pursuant to the terms and conditions of this resolution and the Consent Agreement to be executed by the Company, and Verizon. The foregoing authorizations shall be memorialized within the Consent Agreement.

Section 2. Subject to (i) the Company's payment of all costs and fees associated with undertaking the Cell Tower Lease, and (ii) the Company executing the 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 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.				
William W. Johnson				
Paul J. Warneck				
W. Edward Walldroff				
John J. Condino				
Lisa L'Huillier				
David J. Converse				

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 August 1, 2024, 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 _____, 2024.

W. Edward Walldroff, Secretary

[SEAL]

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

2024 Board Attendance

Name	Jan	Feb	Mar	Apr	May	6-Jun	27-Jun	8-Jul	Aug	Sep	Oct	Nov	Dec
Aliasso, Robert	P	P	P	P	E	E	P	P					
Condino, John	P	P	P	P	P	P	P	P					
Converse, David	P	E	P	P	P	P	P	P					
Johnson, William	P	P	P	P	P	P	P	P					
L'Huillier, Lisa	P	P	P	P	A	P	P	P					
Walldroff, W. Edward	P	P	P	P	P	P	P	P					
Warneck, Paul	P	P	E	P	P	P	P	P					
Totals:	7	6	6	7	5	6	7	7					
P - Present													
- Excused													
- Absent													