

INITIAL PROJECT RESOLUTION

IDA Resolution 2024-11

(Tupper Lake Mews, LLC – Tupper Lake Hotel Project)

A regular meeting of the County of Franklin Industrial Development Agency was convened on Wednesday, May 8, 2024.

The meeting was called to order by James Ellis, Board Chair, with the following members being:

PRESENT: Sherry Boyea (via zoom)
James Ellis
Archie McKee
Melissa Mills (via zoom)
Nate Monette
Nick Russell

ABSENT: Clyde Rabideau

THE FOLLOWING PERSONS

WERE ALSO PRESENT: Jeremy Evans, CEO
Maria Bourgeois, Operations Manager
Rachel Child, Community Development Manager
Mike Dunyk, Washington Street Partners

On motion duly made by Melissa Mills and seconded by Sherry Boyea, the following resolution was placed before the members of the County of Franklin Industrial Development Agency:

Resolution No. 2024-11

RESOLUTION OF THE COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY (THE “AGENCY”) (i) ACCEPTING THE APPLICATION OF TUPPER LAKE MEWS, LLC (THE “COMPANY”) WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW); (ii) AUTHORIZING THE SCHEDULING AND CONDUCT OF A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY; AND (iv) AUTHORIZING THE NEGOTIATION OF CERTAIN AGREEMENTS RELATING TO THE PROJECT

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 453 of the Laws of 1970 of the State of New York, (hereinafter collectively called the “Act”), the **COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter called the “Agency”) was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing, renewable energy and commercial facilities as authorized by the Act; and; and

WHEREAS, **TUPPER LAKE MEWS, LLC**, for itself and/or for an entity or entities to be formed (collectively, the “Company”), has submitted an application to the Agency requesting the Agency’s assistance with a certain project (the “Project”) consisting of (i) the acquisition by the Agency of a

leasehold interest in an approximately 18 acre parcel of real property located at 124 Demars Boulevard in the Village of Tupper Lake, New York (the “Land”, being more particularly described as tax parcel No. 490.26-1-1); (ii) the planning, design, construction and operation of an approximately 54,000 square foot, 3-story hotel facility containing approximately 100 hotel rooms, along with other related amenities, site work, exterior access and egress improvements, parking, curbage, signage, utility and related exterior improvements (collectively, the “Improvements”); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the “Equipment” and, collectively with, the Land and the Improvements, the “Facility”); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of

Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the “Straight Lease Transaction”); and

WHEREAS, the Agency is contemplating providing financial assistance to the Company with respect to the Project (collectively, the “Financial Assistance”) in the form of: (A) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility; (B) mortgage recording tax exemption for project financing; and (C) a partial real property tax abatement through a payment-in-lieu-of-tax agreement (the “PILOT Agreement”), pursuant to which the Company would make payments in lieu of real property taxes to the Agency for the benefit of each affected tax jurisdiction (the “Affected Tax Jurisdictions”); and

WHEREAS, pursuant to and in accordance with Section 859-a of the Act, the Agency desires to schedule and conduct a public hearing relating to the Project and the proposed Financial Assistance; and

WHEREAS, the Agency desires to (i) accept the Application, (ii) describe the forms of contemplated financial assistance; and (iii) authorize the scheduling and conduct of a public hearing pursuant to and in accordance with the Act.

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

Section 1. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) It is desirable and in the public interest for the Agency to (i) acquire a leasehold interest in the Land, Improvements and the Equipment constituting the Facility, (ii) lease the Agency's interest in the Land, Improvements and Equipment constituting the Facility to the Company pursuant to a lease agreement to be negotiated, and (iii) enter into a Straight Lease Transaction; and

(C) Subject to the terms and conditions set forth within Section 4, hereof, the Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing capital investment and employment opportunities in the Village and Town of Tupper Lake and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the

Company's Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other facility or plant to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

Section 2. The proposed financial assistance being contemplated by the Agency includes (i) an exemption from all state and local sales and use taxes with respect to the qualifying personal property included within the Project or used in the acquisition, construction or equipping of the Project, (ii) mortgage recording tax exemption for project financing and (iii) a partial real property tax abatement through PILOT Agreement, pursuant to which the Company would make payments in lieu of real property taxes to the Agency for the benefit of the Affected Tax Jurisdictions.

Section 3. The Agency further authorizes the scheduling and conduct of a public hearing as required by Section 859-a of the Act (the "Public Hearing"). Prior to such Public Hearing, The Chairman, Vice Chairman, and/or the Chief Executive Officer of the Agency are hereby authorized and directed to negotiate the terms of one or more PILOT Agreements for the Project in accordance with the Agency's Uniform Tax Exemption Policy ("UTEP").

Section 4. The Agency's formal inducement to undertake the Project and approve the Financial Assistance shall be by one or more further resolutions of the Agency and shall be subject to the terms and conditions as are set forth therein.

Section 5. Harris Beach PLLC, as Transaction Counsel for the Agency, is hereby authorized to work with Agency General Counsel and counsel to the Company and others to prepare for submission to the Agency all documents necessary to effect the conduct of the Public Hearing and the authorization and undertaking of the Project.

Section 6. The Chairman, Vice Chairman, and/or the Chief Executive Officer of the Agency are hereby authorized and directed to negotiate, but not execute, certain lease agreements, an Agent and Financial Assistance and Project Agreement (the "Agent Agreement"), the PILOT Agreement(s), and related documents to undertake the Straight Lease Transaction. The Agency's authorization of the Project and the Financial Assistance shall be subject to the adoption of Agency resolutions relative to same.

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

Section 8. 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 9. This Resolution shall take effect immediately.

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

Member	YEA	NAY	ABSTAIN	ABSENT
Boyea, Sherry	X			
Ellis, James	X			
McKee, Archie	X			
Mills, Melissa	X			
Monette, Nate	X			
Rabideau, Clyde				X
Russell, Nick	X			

Resolution 2024-11 was thereupon duly adopted.

SECRETARY'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

I, the undersigned Secretary of the County of Franklin Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the County of Franklin Industrial Development Agency (the "Agency"), including the resolution contained therein, held on May 8, 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 related 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 such 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 affixed the seal of said Agency this **10th** day of **May**, 2024.

Nick Russell
Nick Russell (May 13, 2024 13:57 EDT)

Nick Russell, Secretary

13/05/24

FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT AGENCY
FRANKLIN COUNTY CIVIC DEVELOPMENT CORPORATION

355 West Main Street, Suite 428

Malone, New York 12953

(518) 483-9472

www.adirondackfrontier.com

info@adirondackfrontier.com

JOINT APPLICATION FOR FINANCIAL ASSISTANCE

A. APPLICANT INFORMATION

Company Name	Tupper Lake Mews, LLC
Address	120 E. Washington St. Suite 325 Syracuse, NY 13202
Phone Number	315-426-2624
FEIN	
Contact Person Name and Title	Michael Dunyk Member
Email	miked@washingtonstpartners.com
Date of Submission	

Company Details	Registered State	Number of Partners/Members
Business Corporation		
Not-for-Profit Corporation		
Limited Liability Company	New York	3
Limited Partnership		
General Partnership		
Sole Proprietor/Single Member LLC		

If a foreign organization, is the Applicant authorized to do business in the State of New York? _____

Please also indicate whether the Company will utilize any affiliates and/or real estate holding companies to undertake the proposed project. If so, please provide names and details listed above for all such entities.

To be determined

Principal Owners/Officers/Directors: (List all owners with 5% or more in equity holdings with percentage of ownership)

Name	Address	Title/Percentage of Ownership
Joseph Hucko	120 E. Washington St. Suite 325 Syracuse, NY 13202	Managing Member / 50%
Michael Dunyk	120 E. Washington St. Suite 325 Syracuse, NY 13202	Member / 25%
Joseph H. Hucko Irrevocable Trust	120 E. Washington St. Suite 325 Syracuse, NY 13202	Member / 25%

(MANDATORY - Attach organizational chart showing complete ownership structure that lists all equity owners over 5% up to ultimate taxpayers)

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 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.

Attach certified financial statements for the company's last three complete fiscal years. If the company is publicly held, attach the latest Form 10K as well. If the applicant is a wholly-owned subsidiary of one or more parent companies and/or partners, attach certified financial statements for the at three complete fiscal years for each beneficial owner holding more than 20% equity in the applicant.

Applicant's Counsel	Jonathan Fox, Esq.
Firm Name	Melvin & Mevin, PLLC
Principal Attorney	Jonathan Fox, Esq.
Address	217 S. Salina Street Syracuse, NY 13202
Phone	315-422-1311
Email	jfox@melvinlaw.com

Applicant's CPA	James Pompo, Sr.
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Firm Name	F.J. Pompo & Company, P.C.
Principal Accountant	James Pompo, Sr.
Address	120 E. Washington St. Suite 1004 Syracuse, NY 13202
Phone	315-472-6711
Email	jim@fjpompo.com

B. APPLICATION INSTRUCTIONS AND FEE SCHEDULE INFORMATION

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
3. All project costs and benefit projections must be fully completed and certified as of the date of this application. Cost estimates will not be accepted unless approved in writing by the Agency.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return one (1) original fully executed and notarized copy of this application to the Agency at the address indicated on the first page of this application, and one (1) electronic copy to info@adirondackfrontier.com.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application, or in the alternative, receives evidence satisfactory to the Agency and its counsel that the requirements of Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York relating to the Project have been complied with (collectively, "SEQRA").
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Applicant's competitive position, the Applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The Applicant will be required to pay all actual costs incurred in connection with this application and the Project contemplated herein to the Agency (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The Applicant will also be expected to

pay all costs incurred by local counsel and/or bond/special counsel to the Agency. The costs incurred by the Agency, including the Agency's local counsel and/or bond/special counsel, may be considered as a part of the project and included as a part of the resultant bond issue.

9. The Agency has established a non-refundable application fee of \$3,000.00, of which up to \$2,500.00 may be credited toward Agency closing costs at the time of closing. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE \$3,000.00 FEE.

10. The Agency has established a project fee for each project in which the Agency participates. UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.

AGENCY FEE SCHEDULE INFORMATION

Application Fee:

The Agency has established a non-refundable application fee of \$3,000.00, of which up to \$2,500.00 may be credited toward Agency closing costs at the time of closing. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE \$3,000.00 FEE.

Agency Administrative Fees Paid at Closing and thereafter:

- 1) Bond Transactions: 1% of bond amount, plus \$1,500 per year during the bond term
- 2) Sale-Leaseback Transactions: 1% of Total Project Cost, plus \$1,000 per year during the term
- 3) Refinance of existing Agency or FCCDC bonds: .50% of the amount refinanced or reissued
- 4) Sales Tax and/or Mortgage Tax Exemption Only: 10% of Total Benefits

Agency Local Counsel, and/or Bond/Special Counsel Fees:

Applicants are responsible to pay all fees of the Agency's counsel, including Agency General Counsel, Transaction Counsel and Bond Counsel. The amount of legal fees can vary depending on the complexity of the proposed project and transaction. An estimate of legal fees can be provided during the course of the Agency's review and consideration of this application. Please note that all Agency legal fees will be due and payable even if the Project does not close with the Agency for the requested financial assistance.

PLEASE NOTE: APPLICANTS SEEKING FINANCIAL ASSISTANCE IN THE FORM OF SALES AND USE TAX EXEMPTIONS AFTER MARCH 28, 2013 SHALL BE SUBJECT TO THE ENHANCED REPORTING, COMPLIANCE AND RECAPTURE REQUIREMENTS SET FORTH WITHIN SECTION 875 OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK ("GML"). IN ADDITION, APPLICANTS SEEKING ANY FINANCIAL ASSISTANCE ON OR AFTER JUNE 1, 2016 SHALL BE SUBJECT TO THE PROVISIONS CONTAINED WITHIN GML Section 859-a (4)-(6). APPLICANTS SHOULD CONSULT WITH COUNSEL AND ACCOUNTANT PROFESSIONALS TO UNDERSTAND THESE NEW REQUIREMENTS.

C. PROPOSED PROJECT INFORMATION:

1. Please provide a brief narrative description of the Project (attach additional narrative pages or documentation as necessary).

Tupper Lake Mews, LLC is proposing to construct a 100+/- room flagged hotel on the existing pad site located at 124 Demars Blvd. This project will be the first flagged hotel in Tupper Lake, NY and will be constructed following principles of New Urbanism and Smart Growth while providing connectivity of the town to the east and west. By building upon the existing foundation remains from the former Oval Wood Dish Factory, there will be minimal to no disturbance to the land in the Adirondack Park.

2. Location of Project (all information mandatory – attach current tax bills with proof of current payment)

Project Address	124 Demars Blvd. Tupper Lake, NY 12986
Municipality	Village of Tupper Lake
School District	Tupper Lake
Tax Map Number(s)	490.26-1-1

3. Total Project Cost:

\$15,632,166

4. Type of Assistance Requested (select all that apply):

PILOT/Straight Lease	-----X-----
Sales & Use Tax Exemption	-----X-----
Mortgage Tax Exemption	-----X-----
Bond Financing	-----

5. Describe Existing Improvements, if any:

The proposed hotel will be a new, ground up construction project.

6. Present Legal Owner:

OWD Development, LLC 148 Berwyn Avenue Syracuse, NY 13205

7. If not owned by Applicant, provide details on interests to be acquired (Details must include purchase agreement, option, lease and details regarding date of agreement(s), terms of purchase/lease, timing for closing/commencement, and details on contingencies, including whether any such agreements contain contingencies regarding the Agency's provision of financial assistance):

Contract of Sale dated November 8, 2023 by and between Washington St. Partners, Inc. (Seller) and Tupper Lake Mews, LLC (Purchaser). This contract is contingent upon the Agency's provision of financial assistance.

8. Provide Details on Project Site Zoning and any proposed variances or changes required for the Project

Zoned Com 1.

9. Provide Details on Project Site Infrastructure

Water	Municipal Water
Sewer	Municipal Sewer
Electric	Tupper Lake Electric
Gas	N/A
Telecom/Fiber	Verizon/Spectrum
Roadway/Multimodal	Access to site via NYS Route 3 to OWD Drive

10. Provide Details on Project Site Infrastructure Improvements Required and/or included in Project

Water, sewer, electric, telecom/fiber will have to be connected to the site from the various source locations.

11. Local Permitting and Approvals - Does the project require local planning or permitting approvals? If so, please explain. _

Yes, the project will require Town/Village planning board approval.

12. Will a site plan application need to be filed? If so, please include a copy if prepared.

3/27/2024 - Had preliminary site plan review with the Tupper Lake Planning Board. As of the date of this application, the applicant is modifying the site plan to reflect comments provided by the Planning Board.

13. Has another entity been designated lead agent under the State Environmental Quality Review Act ("SEQRA")? If yes, please explain:

Tupper Lake Planning Board

14. Will the Project result in the removal of a plant or facility of the Applicant or a proposed Project occupant from one area of the State of New York to another area of the State of New York? If yes, please explain:

No

15. Will the Project result in the abandonment of one or more plants or facilities of the Applicant or a proposed Project occupant located in the State of New York? If yes, explain:

No

If the answer to either question 12 or 13 is yes, **you are required to** indicate whether any of the following apply to the Project:

16. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes_____; No___X____. If yes, please provide detail:

17. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes_____; No___X____. If yes, please provide detail:

NOTES: If the answer "yes" to questions 14 or 15 above and fail to provide a detailed response to questions 16 or 17 then the Agency will be barred from providing any financial assistance.

The Agency is required to notify the chief executive officer of the municipality from which the facility is being relocated or abandoned. This notification will be sent prior to the Agency's conduct of required public hearings(s).

CERTIFICATION: Based upon the answers provided within 14-17 above, the Company hereby certifies to the Agency that the undertaking of the proposed project and provision of financial assistance to the Company by the Agency will not violate GML Section 862(1).

18. Does the Project include facilities or property that are primarily used in making retail sales of goods **or provide** services to customers who personally visit such facilities? If yes, please explain:

Yes, the proposed hotel will provide lodging services for those visiting Tupper Lake, NY.

19. If the answer to 13 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods **or** any services to customers who personally visit the Project? __100_____%

20. If more than 33.33%, indicate whether any of the following apply to the Project:

Will the Project be operated by a not-for-profit corporation? Yes ___; No X___. If yes, please explain:

Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes X____; No _____. If yes, please explain:

Yes, the hotel will provide lodging for tourists/leisure for those visiting Tupper Lake and the Adirondack Park

Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the Project and related jobs outside of New York State? Yes ___; No X_. If yes, please explain:

Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Village within which the Project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes X__; No _____. If yes, please explain:

Currently, there is not a flagged hotel in Tupper Lake.

Will the Project be located in one of the following: (i) an area designed as an Empire Zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering

area (or census tract or block number area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes___X___; No___ _____. If yes, please explain:

The project site is located in a designated Empire Zone.

21. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes____; No__X___. If yes, please complete the following for EACH existing or proposed tenant or subtenant:

Sub lessee name:_____

Present Address:_____

City:_____ State:_____ Zip:_____

Employer's ID No.:_____

Sub lessee is a: _____ (Corporation, LLC, Partnership, Sole Proprietorship)

Relationship to Company:_____

Percentage of Project to be leased or subleased:_____

Use of Project intended by Sub lessee:_____

Date and Term of lease or sublease to Sub lessee: _____

Will any portion of the space leased by this sub lessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes____; No____. If yes, please provide on a separate attachment (a) details and (b) the answers to question 14. with respect to such sub lessee.

22. Project Costs: NOTE: If Project is a renewable energy project, please complete the project summary below:

Category	Amount
Land-acquisition	\$1,150,000
Buildings-Construction/Renovation (No FF&E)	\$10,318,350
Utilities, roads and appurtenant costs	\$790,500
Machinery and Equipment (All FF&E)	\$1,999,500
Soft Costs (Architect, Legal and Engineering)	\$225,000
Costs of Bond issue	\$0
Construction Loan Fees and interest	\$643,558
Other (specify)	\$505,258
Total Project Costs	\$15,632,166

Please include supplemental sheets as necessary with all project cost details, including the following:

Mandatory: In addition to the above estimated of capital costs of the project, which must include all costs of real property and equipment acquisition and building construction or reconstruction, you must include details on the amounts to be financed from private sector sources, an estimate of the percentage of project costs financed from public sector sources (all public grants, loans and tax credits to be applied for), and an estimate of both the amount to be invested by the applicant and the amount to be borrowed to finance the project.

<p>Bank Debt: \$8,944,349 URI Grant: \$3,126,433 (Applied for grant in this amount. The grant has not been awarded yet). Equity: \$3,561,383</p>
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PREVAILING WAGE AND MWBE DISCLOSURE PURSUANT TO (NY Labor Law § 224-a:

On January 1, 2022, certain projects receiving financial assistance from a public entity (including the Agency) will be subject to prevailing wage requirements. While prevailing wage was previously limited to government contracting, this legislation will subject certain projects approved by an IDA to prevailing wage under the New York Labor Law, along with certain MWBE requirements. Generally, and unless an exception is allowed, certain projects with costs that exceed \$5 million and for which at least 30% of these costs are met through use of public funds (including IDA benefits), then the project labor will require payment of applicable prevailing wages.

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that Agency Financial Assistance, including the estimated New York States sales and use tax

exemption benefit amount, the estimated mortgage recording tax exemption benefit amount, and the estimated real property tax abatement benefit amount, as so indicated within this Application, are “public funds” and not otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Certification, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. The Agency makes no representations or covenants with respect to the total sources of “public funds” received by the Company in connection with the Project.

MANDATORY: ALL APPLICANTS MUST COMPLETE THE PREVAILING WAGE CHECKLIST ATTACHED HERETO AS EXHIBIT A.

**County of Franklin Industrial Development Agency
Renewable Energy Project Application Supplement**

D. RENEWABLE ENERGY PROJECT: PROJECT COSTS

- 1. Project size _____
- 2. Solar equipment costs \$ _____
(panels, racking, all solar equipment to inverters)
- 3. Site equipment and FF&E costs \$ _____
(on-production equipment from inverter to interconnection, including site fencing, security and other equipment)
- 4. Site work and land preparation costs \$ _____
(earthwork, roadways, landscaping, and site plan improvements, highway cuts, wetland mitigation and other onsite infrastructure costs)
- 5. All interconnection costs whether direct or indirect \$ _____
expense through utility
- 6. All pre-development costs, including planning, engineering, \$ _____
site plan and permitting
- 7. Battery storage costs \$ _____
- 8. Battery storage capacity _____
- 9. All other soft costs including legal, planning and permitting \$ _____
- 10. Community benefit payments or impact fees \$ _____
- 11. Community adder \$ _____

- 12. Community or market transition credit \$ _____
- 13. Total annual lease amount for project \$ _____
- 14. Other (please identify): \$ _____
- 15. Site Acquisition Costs \$ _____
- 16. SPE Sale/Acquisition Price \$ _____
- 17. Agency fees and costs \$ _____

- Total: \$ _____

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

If Yes, describe particulars:

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

If Yes, describe particulars:

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:

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

Application Checklist

<u>Mandatory attachments/enclosures</u>	<u>Included?</u>
Organizational Chart(s)	_____
Site Plan and SEQRA Materials	_____
Ground Lease and Amendments	_____
Surveys and Renderings	_____
Parcel Tax Bills and Receipts	_____
Power Purchase Agreement	_____
Interconnect Agreement	_____
Host Community Agreement	_____

E. JOB CREATION & REPORTING REQUIREMENTS:

The New York State Authorities Budget Office (ABO) requires all IDA's, and resultantly all applications for IDA assistance, to accurately report Project Employment Information, the number of Permanent Jobs retained and created due to the IDA's assistance, and the Estimated Average Salaries of both existing and new permanent jobs.

Project Employment Information: For project employment information, the applicant is to provide the number of full time equivalent jobs (FTE's) and the salary data for those jobs. Applicants are expected to collect and report this information accurately to the IDA on an annual basis.

The ABO's Public Authorities Reporting Information system (PARIS reporting) requires the following data points (fill in the blanks):

1. Existing Full Time Equivalent employees retained :	
2. New Full Time Equivalent employees with IDA assistance:	27
3. Time frame for the creation of New Full Time Equivalent employees with IDA assistance:	1 year
4. Existing Part Time Employees:	
5. New Part Time Employees with IDA assistance:	
6. Construction Jobs created by the project:	75
7. Anticipated dates of construction:	Q1: 2025

Permanent Jobs: These Jobs include **Existing** Full Time Equivalent (FTE's) jobs, and **New** Full Time Equivalent (FTE's) jobs. The additional data points are required by the ABO for the recording of permanent jobs created by an IDA assisted Project.

Permanent jobs created by the Project

Column A: Insert the job titles that exist within the company at the time of application, as well as any new job titles that will be established as a result of the Project.

- Column B:** Indicate the entry level wage for each listed job title either in terms of hourly pay or annual salary.
- Column C:** For each listed job title insert the number of positions that exist at the time of application.
- Column D:** Insert the number of jobs to be created during year one of the Project for each listed job title.
- Column E:** Insert the number of jobs to be created during year two of the Project for each listed job title.
- Column F:** Insert the number of jobs to be created during year three of the Project for each listed job title.
- Column G:** Indicate the total number of jobs to be created for each listed title as a result of the Project. (Column D + Column E + Column F = Column G)

(A) Job Title: (Indicate Existing or New FTE's)	(B) Annual or Hourly Wages	(C) Current Number of Positions	(D) Jobs Created: Year One	(E) Jobs Created: Year Two	(F) Jobs Created: Year Three	(G) Total Jobs Created
General Manager	\$80,000		1			1
Director of Sales	\$65,000		1			1
Front Desk Manager	\$50,000		1			1
Executive Housekeeper	\$45,000		1			1
Maintenance Supervisor	\$50,000		1			1
Front Desk Clerk	\$39,520 FT \$29,640 PT		4FT, 3PT			7
Night Auditor	\$36,400 FT \$27,300 PT		1FT, 1PT			2

Room Attendants	\$35,360 FT \$26,520 PT		5FT, 2PT			7
Laundry	\$35,360 FT \$26,520 PT		2FT, 1PT			3
Utility	\$35,360 FT \$26,520 PT		1FT, 1PT			2
Maintenance Tech	\$52,000 FT		1			1
TOTALS:			27			27

Estimated Average Salary (at current market rates): Permanent Jobs to be created by a project are likely to occur at intervals over the life of the project. Salaries for these positions at the time they are created and filled may be subject to future collective bargaining agreements, competitive market and economic forces, or other factors that cannot be known at the time the project is first established. Accordingly, the project applicant is not expected to provide projected future salary information. Rather, the applicant should enter the current salary and salary ranges, reflecting existing salary schedules, as if those future positions had been filled (or retained) during the reporting period.

The estimated annualized salary and fringe benefit averages or ranges for categories of the jobs that would be retained or created if the request for financial assistance is granted.

Annual Salary Average Salary: \$38,580 Hourly Full Time Average Salary: \$42,944 Hourly Part Time Average Salary: \$27,788
--

In addition to the job figures provided above, please indicate the following:

An estimate of the number of residents of the economic development region as established pursuant to section two hundred thirty of the economic development law, in which the project is located that would fill such jobs. The labor market area defined by the agency (Mid-Hudson Economic Development Region)

FCIDA Financial Assistance Requested and Company Estimates

A.	Estimated Project Costs eligible for Industrial Development Agency Financial Assistance	
1.	Sales and Use Tax (_X_) Check if Requested	
	A.	Amount of Project Cost Subject to Sales and Use Tax: \$8,664,810
		Sales and Use Tax Rate: 8.00 %
	B.	Estimated Sales Tax (A X .07375): \$ 693,184.80
2.	Mortgage Recording Tax Exemption (_X_) Check if Requested	
	A.	Projected Amount of Mortgage: \$8,944,349
		Mortgage Recording Tax Rate: 1%
	B.	Estimated Mortgage Recording Tax (A X .0130): \$ 89,443.49
3.	Real Property Tax Exemption (_X_) Check if Requested	
	A.	Projected Increase in Assessed Value on Project: \$6,750,000
	B.	Total Applicable Tax Rates Per \$1000: \$ 36.664326
	C.	Estimated Annual Taxes without PILOT (A X B)/1,000: \$ 247,484
4.	Interest Exemption (Bond transactions only) (___) Check if Requested	
	a.	Total Estimated Interest Expense Assuming Taxable Interest: \$
	b.	Total Estimated Interest Expense Assuming Tax-exempt Interest Rate: \$
B.	Estimated Benefits of Industrial Development Agency Financial Assistance	
	1.	Current Company employment in the County of Franklin 0
	2.	Current Company payroll in County of Franklin \$0
	3.	Project Jobs to be Created over 3 years 27

Is the company delinquent in the payment of any state or municipal property taxes? Yes
 No

Is the company delinquent in the payment of any income tax obligation?

Yes No

Is the company delinquent in the payment of any loans?

Yes No

Is the company currently in default on any of its loans?

Yes No

Are there currently any unsatisfied judgments against the company? Yes

No

Are there currently any unsatisfied judgments against any of the company's principals?

Yes No

Has the company ever filed for bankruptcy?

Yes No

Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors?

Yes No

Are there any current or pending real estate tax assessment challenges associated with the proposed project realty and/or improvements?

Yes No

Is the proposed project realty currently subject to any exemption from real estate taxes?

Yes No

Are there any current or pending criminal investigations or indictments of the Company or any of its principals or equity holders (including any and all holders of equity or ownership of Company parent organizations)?

Yes No

If the answer to any of the questions above is "Yes," please provide additional comments in the space below and on additional pages if necessary.

--

For Industrial Revenue Bonds ONLY, including this project, list capital expenditures of the company at Project location:

Category	Last Three Years	Next Three Years
Land		
Building		
Equipment		
Soft Costs		
Other		
Total		

State whether there is a likelihood that the project would not be undertaken but for the financial assistance provided by the Agency, or, if the project could be undertaken without financial assistance provided by the agency, a statement indicating why the project should be undertaken by the agency

But for the financial assistance provided by the Agency, this project would not be feasible.

List any other positive impacts that the Project may have on the County of Franklin:

The project will have the following impacts on Franklin County:

- 1) Revenue generation from sales tax/bed tax
- 2) Connectivity/walkability to the two bifurcated parts of town
- 3) Ability to capitalize with economic benefits associated with the Rail Trail
- 4) Provide accommodations for those visiting Tupper Lake, enabling visitors to stay in Tupper Lake and not venture to Lake Placid or Saranac Lake
- 5) Ability to provide accommodations for visitors from Tupper Lake's demand generators - ie) Wild Center, Observatory, Raquette River Brewery, Sunmount Developmental Center, leisure travelers to Tupper Lake

REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings:** In accordance with Section 874 (8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874 (8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.
- D. Annual Employment Reports:** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- E. Absence of Conflicts of Interest:** The applicant has received from the Agency a list of the members, officers, employees and Counsel of the Agency. No member, officer, employee, or Counsel of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

HOLD HARMLESS AGREEMENT AND APPLICATION DISCLAIMER

**CERTIFICATION PURSUANT TO NEW YORK STATE
FREEDOM OF INFORMATION LAW ("FOIL")**

Applicant hereby releases the COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Agency, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Article 18-A of the General Municipal Law ("GML") and the Public Authorities Accountability Act of 2005, as codified within the Public Authorities Law ("PAL") of the State. Specifically, this Application may be disclosed by the Agency to any member of the public pursuant to a properly submitted request under FOIL and the Agency is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

Notwithstanding the foregoing, the Company, pursuant to this Certification, may formally request that the Agency consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d). To the extent that any such information should qualify as trade secrets, the Company hereby requests that the Agency redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction*:

(* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Agency shall make an independent determination of the extent to which any information contained herein may be considered as such)

In the event that the Agency is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Agency agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Agency to protect the trade secrets from disclosure shall be reimbursed by the Company to the Agency.

The undersigned officer of the applicant deponent acknowledges and agrees that the applicant shall be and is responsible for all costs incurred by the Agency and legal counsel for the Agency, whether or not the Application, the proposed project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the proposed project described herein and (C) any further action taken by the Agency with respect to the proposed project; including without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.

By executing and submitting this Application, the applicant covenants and agrees to pay the following fees to the Agency, the same to be paid at the times indicated:

- (a) The sum of \$2,500, plus the sum of \$500 as a non-refundable processing fee, to be paid upon submission of the Application;
- (b) An Administrative Fee amounts to be determined using the schedule on Page 2 hereof for all other projects for which the Agency provides financial assistance, to be paid at transaction closing;
- (c) An amount to be determined by Agency Staff payable to the Agency's bond/transaction counsel for the preparation and review of the inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;
- (d) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, and (2) other consultants retained by the Agency in connection with the proposed project;

with all such charges to be paid by the applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Agency's bond/transaction counsel;

- (e) The cost incurred by the Agency and paid by the applicant, including bond/transaction counsel and the Agency's general counsel's fees and the processing fees, may be considered as a costs of the project and included in the financing of costs of the proposed project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

The applicant further covenants and agrees that the applicant is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in handling the application and pursuing the proposed project notwithstanding the occurrence of any of the following:

- (a) The applicant's withdrawal, abandonment, cancellation or failure to pursue the Application;
- (b) The inability of the Agency or the applicant to procure the services of one or more financial institutions to provide financing for the proposed project;
- (c) The applicant's failure, for whatever reason, to undertake and/or successfully complete the proposed project; or
- (d) The Agency's failure, for whatever reason, to issue tax-exempt revenue bonds in lieu of conventional financing.

The applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

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.

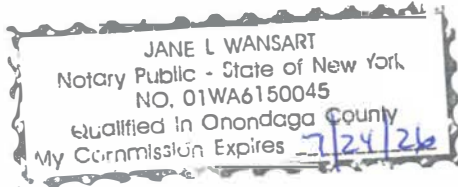
By:	<i>Michael Doyle</i>
Name:	<i>Michael Doyle</i>
Title:	<i>Member</i>

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

On the 30 day of APRIL _____ in the year 2024 before me, the undersigned, personally appeared MICHAEL DOYLE, 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.

Jane L Wansart

Notary Public



Project Summary and Financial Assistance Cost Benefit Analysis

(This page to be completed by FCIDA Staff)

Company Name: _____

Project Description: _____

Project Location: _____

Town/Village: _____

School District: _____

Estimated Cost of Industrial Development Agency Financial Assistance		
1.	Sales and Use Tax Exemption	
	A.	Amount of Project Cost Subject to Sales and Use Tax: \$
		Sales and Use Tax Rate: _____%
	B.	Estimated Exemption (A X .08): \$
2.	Mortgage Recording Tax Exemption	
	A.	Projected Amount of Mortgage: \$
		Mortgage Recording Tax Rate: _____%
	B.	Estimated Exemption (A X .01): \$
3.	Real Property Tax Exemption	
	A.	Projected Increase in Assessed Value on Project: \$
	B.	Total Applicable Tax Rates Per \$1000: \$
	C.	Total Annual Taxes without PILOT (A X B)/1,000: \$
	D.	PILOT Exemption Rate (see PCIDA Uniform Tax Exemption Policy): %
	E.	Average Annual PILOT Payment (C X D): \$
	F.	Net Exemption over PILOT term ((C-E) x 7, 10 or 15): \$
4.	Interest Exemption (Bond transactions only)	
	a.	Estimated Interest Expense Assuming Taxable Interest: \$
	b.	Estimated Interest Expense with tax-exempt Interest Rate: \$
	c.	Interest Exemption (a - b): \$

Estimated Benefits of Industrial Development Agency Financial Assistance		
1.	Jobs to be retained in Franklin County	
2.	Current Company payroll in Franklin County	\$
3.	Project Jobs to be Created over 3 years	
4.	Total Project Investment	\$
5.	Non IDA financing leveraged	\$
6.	Other project benefits:	

Agency Signature: ----- Date: -----

Applicant Signature: ----- Date: -----

EXHIBIT A
PREVAILING WAGE CHECKLIST & MWBE GUIDANCE
(NY Labor Law § 224-a)

On January 1, 2022, certain projects receiving financial assistance from the Agency will be subject to prevailing wage requirements. While prevailing wage was previously limited to government contracting, this legislation will subject certain projects approved by the Agency to prevailing wage under the New York Labor Law and certain MWBE requirements. Please use the following table as a checklist to confirm if a project will be subject to prevailing wage if approved:

1. Exempt Project:	<ul style="list-style-type: none"> a. Residential real estate (less than 4 units), b. Certain not-for-profit corporations with revenue under \$5 million, c. Certain Affordable Housing projects, d. Certain manufactured home park projects, e. Certain projects performed under a pre-hire collective bargaining agreement (e.g., labor peace agreement or project labor agreement), f. Projects funded by § 16-n of the Urban Development Corporation Act or the Downtown Revitalization Initiative, g. The installation of renewable energy systems, renewable heating or cooling systems, or energy storage systems with a capacity of five (5) megawatts (AC) or less, h. NYC IDA Food Retail Expansion to Support Health projects, i. NYC EDC Small Business Incubator programs under 10,000 sq. ft., j. NYC Dept. of Education school construction under 60,000 sq. ft., and k. Projects that receive certain tax benefits related to historic rehabilitation. 	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Covered Project:	Construction projects throughout the state whose total costs exceed \$5 million and for which at least 30% of these costs are met through use of public subsidies. ¹	Yes <input type="checkbox"/> X No <input type="checkbox"/>
3. Public Fund Exemptions:	<ul style="list-style-type: none"> a. Affordable New York Housing Program benefits, b. Funds that are not provided primarily to promote, incentivize, or ensure that construction work is performed, which would otherwise be considered public funds (as defined below), 	Exclude from above total.

¹ "Notice of Expanded Legal Obligations under NYS Prevailing Wage" published on or about September 21, 2021 by the NYS Department of Labor.

	<ul style="list-style-type: none"> c. Funds received for sewer projects or connections to existing sewer lines, d. Tax benefits where the value is unknown at time of construction, e. Tax benefits for Brownfield Cleanup Program, f. Funds for charter school facilities, and g. Any public monies, credits, savings or loans deemed exempt by the Public Subsidy Board. 	
4. Public Funds (Public Subsidies):	<ul style="list-style-type: none"> 1. Public entity grants, 2. Savings from fees, rents, interest rates, or loan costs, or insurance costs that are lower than market rate costs, 3. Savings from reduced taxes as a result of tax credits, tax abatements, tax exemptions (i.e., sales tax and mortgage recording tax), or tax increment financing, PILOTs, and 4. Savings from reduced, waived, or forgiven costs (e.g., contingent loan repayments). 	Total: 1)\$3,126,433
5. Effective Date	The prevailing wage and MWBE requirements take effect on January 1, 2022, and shall apply to contracts for construction executed, incentive agreements executed, procurements or solicitations issued, or applications for building permits on or after such date.	
6. Reporting Requirement	A project beneficiary must certify if a project is a Covered Project within five (5) days of commencement of construction. A Covered Project is subject to stop work orders by the NY Commissioner of Labor.	

MWBE & SDVOB

This new Labor Law section has two specific sections set forth in paragraphs 9 and 10 respectively, related to compliance by developers and owners with the objectives and goals under Article 15-A of New York Executive Law related to Minority and Women-Owned Business Enterprises ("MWBE") and Article 17-B of New York Executive Law related to Service Disabled Veteran Owned Businesses ("SDVOB").

To assist with compliance, training and resources shall be available for such firms to comply with prevailing wage requirements. Further, the fiscal officer for the project is required to report on the diversity practices of contractors and subcontractors, utilization of MWBE firms, employment of minorities and women in construction related jobs and practice and policies to provide diversity in the workforce.

The newest participation goal is 30% for MWBE and 6% for SDVOB. Contractors must demonstrate a "good faith" effort to comply with the MWBE and SDVOB requirements. Good faith

efforts can include the identification of participation areas for MWBEs and SDVOBs and full utilization of lists of certified MWBEs and SDVOBs.

If, despite good faith efforts, a contractor is not able to retain an MWBE or SDVOB for a project, the company must submit a Request for Waiver along with documentation of good faith efforts and the reason they were unable to obtain an MWBE or SDVOB.

GOOD FAITH EFFORTS CAN BE EVIDENCED BY:

- Copies of solicitations (advertisements in MWBE or SDVOB-centered publications, those made to vendors in MWBE or SDVOB directories, those made to MWBE or SDVOB-oriented trade and labor organizations, etc.)
- If these solicitations are answered, the contractor must also record specific reasons why the MWBE or SDVOB enterprise was not selected.
 - Dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the Department of Labor with certified MWBE or SDVOB enterprises.
 - Information describing the steps taken to ensure MWBE and SDVOB participation in a project.
 - Descriptions of any other actions undertaken by the bidder to document good faith efforts to hire and contract with MWBE and SDVOB enterprises.

COMPLIANCE:

Project beneficiaries of Covered Projects may want to engage a diversity compliance consultant or monitor to ensure good faith efforts, proper waiver application, if necessary or warranted and proper documentation of compliance efforts to avoid penalties and sanctions. Under Article 15-A, §316 and §316-A provide penalties such as fines and ineligibility to bid on projects for one year, as well as liquidated damages for willful or intentional non-compliance.

RESOURCES:

Helpful resources and administration forms for the MWBE and SDVOB programs can be found on the NYS Department of Labor website in the middle of the page at the following address: <https://dol.ny.gov/contract-bid-grant-opportunities>.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”), being effective as of November 8, 2023 (the “Effective Date”), is made and entered into by and between **WASHINGTON STREET PARTNERS, INC.** (“Seller”) and **TUPPER LAKE MEWS, LLC**, (“Buyer”).

IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby agree as follows:

1. **PURCHASE AND SALE.** Subject in all respects to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, and Buyer hereby agrees to purchase that certain property known as Lot 1 as shown on the map attached hereto as Exhibit A. Lot 1 is a portion of a larger parcel being a 18.848± acre parcel known as 124 Demars Blvd in the Village of Tupper Lake, Franklin County, New York, being tax map no. 490.26-1-1 (the “Entire Property”). Lot 1 is conveyed together with all vegetation, improvements and fixtures thereon, all rights, privileges, easements and appurtenances thereunto belonging, all oil, gas and minerals thereon and thereunder to which Seller has title, and all roads, improvements, driveways and utility facilities, if any, thereon belonging to Seller (all of the foregoing being collectively referred to herein as the “Property”).

2. **PURCHASE PRICE.** The purchase price (the “Purchase Price”) for the Property shall be One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00).

3. **EARNEST MONEY.** Within five (5) business days of the Effective Date of this Agreement, Buyer will pay Seller the sum of Five Thousand and No/100 Dollars (\$5,000.00) (the “Earnest Money”), which Earnest Money is given in consideration of Seller’s entry into this Agreement and its agreement to the terms and conditions hereof. The Earnest Money shall be held in the escrow account of the Seller’s Attorney.

4. **TITLE AND SURVEY.**

(a) Title. Acceptable title hereunder is a fee simple marketable title vested in Seller as to the Property, subject to only the lien for real estate taxes not delinquent and the Permitted Exceptions (as defined below). Seller has provided Buyer with an updated abstract of title, ten (10) year tax search, and updated survey (the “Survey”). Buyer, at its option, and at its sole cost and expense, may order a title insurance commitment from a title company of its choosing (“Title Company”) covering the Property (the “Commitment”). The Commitment shall commit to issue to Buyer, upon recording of the deed to Buyer, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the Property, subject only to title matters accepted by Buyer and the Permitted Exceptions. The premium charged for said title policy will be paid by Buyer at the closing.

(b) Survey. (omitted)

(c) Except as expressly set forth to the contrary elsewhere in this Agreement, the Property is being sold "AS"IS", "WHERE"IS", and "WITH ALL FAULT"S," without any representation or warranty whatsoever as to its condition, title, environmental matters, permit status, construction, faulty construction or damage to improvements, violation of laws, fitness for any particular purpose, development, merchantability, or any other warranty or matter of any nature whatsoever, express or implied, and otherwise subject to:

(i) Building restrictions and zoning regulations heretofore or hereafter adopted by any municipal or other public authority, and rent regulations or laws, if any, now or hereafter in effect, provided same does not restrict, limit or prohibit the Buyer's intended use of the Property.

(ii) All notes or notices of violation of law or municipal ordinances, orders or requirements noted in or issued by any State or Municipal Department or public authority having jurisdiction against or affecting the Property at the time of the delivery of the deed.

(iii) Any easements, agreements, appropriations, or restrictions of record affecting the Property, provided same do not restrict, limit or prohibit the intended use of the Property.

(iv) Any state of facts a personal inspection of the Property may disclose.

(v) Any easement(s) required for the further development of Lot 1, provided same do not restrict, limit or prohibit the intended use of the Property.

(vi) Any and all assessments for municipal improvements completed or in progress at the date hereof, not due and payable as of the date hereof. (The foregoing items (i) – (vi) herein being, the "Permitted Exceptions".)

(d) Title and Survey Objections. Within ten (10) days after its receipt of the Commitment and Survey, Buyer may give Seller written notice (accompanied by a copy of the Commitment and Survey) specifying any objections that make the Commitment and/or the Survey not acceptable under the terms of this Agreement. If no objections are given by such deadline, the Commitment and the Survey shall be deemed acceptable, except that Seller must satisfy by closing all requirements in Schedule B-1 of the Commitment [except payment of the premium]. Buyer shall allow Seller thirty (30) days after the date on which Seller receives notice of objections in which to make the Commitment and the Survey acceptable and furnish Buyer evidence thereof, and Seller shall undertake reasonable and diligent efforts to do so. If Seller fails or is unable to remove or otherwise cure the Commitment and/or Survey objections within said thirty (30) day period, Buyer shall have the right and option to either: (i) waive the objections, or (ii) terminate this Agreement by written notice to Seller.

5. CLOSING:

(a) Place and time. The parties shall close the purchase and sale at a mutually agreed upon time and place. The closing shall occur within thirty (30) days after the expiration of the Due Diligence Period (as may be extended) referenced in Section 7(a) below.

(b) Closing Documents and Costs. Seller shall convey the Property to Buyer by a bargain and sale deed with covenant vs, grantor, subject only to the Permitted Exceptions. Seller's attorney shall prepare the deed and shall submit copies of same to Buyer's attorney for review and reasonable approval. Seller shall sign and deliver to Buyer at closing an acceptable non-foreign status certificate, owner's affidavit required by Title Company, and such other information required by law to be reported. Seller shall bear the cost of the New York State transfer tax and the filing of the NY State form TP-584. Buyer shall pay the cost of recording the deed and any other charges associated with recording.

(c) Prorations. The parties shall prorate real estate taxes, any utilities, and any pre-paid items as of the date of closing. If the amount of real estate taxes for the year of closing cannot be determined at such time, the proration shall be based upon the amount of such taxes for the previous year, and the parties shall agree at closing to make any necessary adjustments when such real estate taxes are finally determined. In the event the Property is taxed as part of a larger undivided parcel, the proration of such current taxes shall be determined on the basis of the proportion that the acreage of the Property bears to the total acreage in such larger undivided parcel. If the real estate taxes on such larger undivided parcel include any assessment for improvements, any such assessment shall be excluded for purposes of computing the tax proration hereunder.

(d) Closing money. Seller is entitled to receive the money due Seller at closing in the form of a cashiers' or certified check or a wire transfer of collected funds.

6. **POSSESSION.** Buyer is entitled to possession of the Property at closing, but Buyer, its agents and assigns, shall have the right to enter upon the Property at any time and from time to time during the Due Diligence Period and conduct such studies, tests and surveys of the Property as Buyer deems appropriate.

7. **BUYER'S CONDITIONS.** Buyer's obligations under this Agreement are contingent upon each of the following:

(a) If on or before the expiration of the Due Diligence Period Buyer determines, in its sole and absolute discretion, that the Property is not acceptable or that the Property is not suitable for its intended use, Buyer shall have the right to terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period, whereupon Buyer shall receive prompt refund of the Earnest money. During the Due Diligence Period, in addition to the Buyer's right to perform the inspections and tests permitted in subsection 7(b) below, Borrower shall seek to secure any required approvals from the appropriate municipal, county, state and federal regulatory boards/agencies, including municipal or county redevelopment agencies should Buyer deem same necessary for his intended use of the Property. For purposes of this Agreement, the term "Due Diligence Period" shall mean the period commencing on the Effective Date and continuing through and including the date that is sixty (60) days after the Effective Date.

In the event Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period, the Earnest Money shall become non-refundable and shall become the sole property of the Seller, unless this transaction fails to close as a result of either (i) Seller's non-

performance, or (ii) the non-satisfaction of the conditions set forth in Sections 4(d), 7(c), or 16 and/or 17 of this Agreement); provided, however, notwithstanding the foregoing, in all cases the Earnest Money shall be applicable to the Purchase Price in the event of a closing hereunder.

(b) During the Due Diligence Period, Seller shall allow Buyer to enter upon the Property upon reasonable prior notice to Seller for the purpose of inspecting, re-inspecting, and performing, at Buyer's expense, any and all surveys, environmental, soil and other tests as Buyer in its discretion deems appropriate. With respect to any inspections permitted Buyer under this Subsection 7(b), Buyer recognizes the confidentiality of any information derived therefrom, and agrees that neither it nor its agents conducting such investigation will publicize or disseminate any information without the express consent of Seller. If the Buyer exercises its rights under the foregoing provisions of this Section, it shall: (a) keep the Property free and clear of any and all liens or claims resulting therefrom; (b) defend, indemnify and hold harmless the Seller against and from any loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees) imposed or sought to be imposed upon, or incurred by, the Seller for loss or damage to property and/or injuries to or death of persons arising out of Buyers exercise of such rights; (c) if Closing does not occur for any reason (other than a default by the Seller in performing its obligations hereunder), restore the Property to its condition immediately before such exercise; and (d) prior to its entry upon the Property, deliver to Seller a certificate of commercial general liability insurance evidencing coverage of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and worker's compensation insurance with Seller named as an additional insured, and will provide a certificate of insurance evidencing the same to Seller prior to entry upon the Property. The Buyer must give the Seller not less two (2) business days prior notice of the Buyer's intention to enter onto the Property and the Seller shall have the right to stipulate the date and time of such entries and to require that the Buyer be accompanied by a representative of or agent of the Seller while on the Property. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the obligations of the Buyer under this Section 7(b) shall survive any termination of this Agreement or the Closing.

(c) If Seller is unable to convey title subject only to the Permitted Exceptions, or if any of Seller's representations and warranties prove to be erroneous, Buyer shall have the right and option to terminate this Agreement by written notice to Seller, whereupon (notwithstanding anything contained in this Agreement to the contrary) the Earnest Money shall be returned to Buyer.

(d) Seller shall assist Buyer with the following: procurement of Consolidated Funding Application, procurement of Real Estate Tax PILOT, procurement of the job creation grant, and any other public subsidy that may be available to the Buyer for Buyer's intended use of the property. This contract shall be contingent upon the procurement of the abovementioned subsidies/financial assistance.

8. **ASSIGNMENT.** Either party shall have the right to assign this Agreement and its rights hereunder upon notice to the other party.

9. **NOTICES; COMMUNICATIONS; COMPUTATIONS OF TIME.** Any notice or communication pursuant to this Agreement shall be made in writing to the applicable party by hand delivery, U.S. mail, facsimile or electronic transmission, or nationally recognized overnight courier service at the address set forth below. Any such notice shall be deemed given either (a)

when received or refused by United States mail delivery or via hand delivery in person or by courier service, or (b) the next business day after deposit with a nationally recognized overnight courier service, or (c) when transmitted by facsimile or electronic transmission, with receipt acknowledged upon transmission. If the last day for performing any act or giving any notice falls on a Saturday, Sunday, or day on which the post office is not open for the regular transaction of business, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday. Any such notice or communication shall be addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

Buyer: Tupper Lake Mews, LLC
120 E. Washington St.
Suite 1002
Syracuse, NY 13202
Michael Dunyk, Member
Email: miked@washingtonstpartners.com

With copy to: Jonathan E. Fox, Esq.
Melvin & Melvin, PLLC
217 South Salina Street, 7th Floor
Syracuse, New York 13202
Email: jfox@melvinlaw.com

Seller: Washington Street Partners, Inc.
120 E. Washington Street
Suite 1002
Syracuse, New York 13202
Pasquale Scutari, Chief Operating Officer
Email: joeh@washingtonstreetpartners.com

With copy to: Jonathan E. Fox, Esq.
Melvin & Melvin, PLLC
217 South Salina Street, 7th Floor
Syracuse, New York 13202
Email: jfox@melvinlaw.com

10. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the personal representatives, heirs, successors, and assigns of the parties.

11. **MISCELLANEOUS.** Time is of the essence of this Agreement. Whenever the context of this Agreement permits, the singular number shall include the plural, the plural the singular, and any gender includes all genders. Notice given by or to the attorney for either party shall be as effective as if given by or to said party. In connection with enforcing any rights or obligations arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party as determined by a court of competent jurisdiction. The laws of New York State shall govern this Agreement. No amendment or

modification of this Agreement shall be binding upon either party unless in writing and signed by the party to be bound. This Agreement represents the entire agreement between Buyer and Seller as to the subject matter hereof, and all prior discussions, negotiations and agreements between Buyer and Seller and/or their respective counsel and other representatives are merged into this Agreement. LLC (an affiliate of Buyer), as amended and/or extended. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument, and delivery of this Agreement may be accomplished by facsimile or other electronic means. Seller covenants and agrees that during the pendency of this Agreement it shall not grant or enter into any easements, agreements or other instruments affecting the Property, or the title thereto, without first obtaining the prior written consent of Buyer.

12. **BROKER(S).** Neither Purchaser nor Seller has dealt with any Broker other than Washington St. Partners, Inc. Each party hereby agrees to indemnify and hold the other harmless from and against the claim of any other Real Estate Broker for a commission relating to this transaction.

13(a). **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby makes the following representations and warranties to Buyer, all of which shall survive for one (1) year after the date of the closing without the necessity of any further action or documentation, but which Seller shall, at Buyer's request, ratify, confirm and update at the closing:

(a) Seller has a valid enforceable contract to purchase the Property from OWD Development, LLC (the "Acquisition PSA") and intends to close on the purchase, making every reasonable effort to do so.

(b) Seller has no Knowledge of any pending or threatened litigation or condemnation concerning all or any portion of the Property.

(c) Seller has no Knowledge of any hazardous waste or toxic substance in, on, under or adjacent to the Property.

(d) Seller has no Knowledge of any violation or alleged violation of any applicable laws, ordinances, statutes, rules or regulations with respect to the Property.

(e) To Seller's Knowledge, there are no outstanding options, right of first offer, or right of first refusal to purchase the Property.

The term, "Knowledge" or its derivatives, as used herein, shall mean the actual knowledge of the party executing this Agreement on behalf of Seller without any independent investigation necessarily having been made.

13(b). **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer represents and warrants to Seller as follows:

(a) This Agreement constitutes the valid and binding obligation of Buyer.

(b) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated herein will conflict with or result in a breach of any contract, license or undertaking to which Buyer is a party or by which any of its property is bound, or constitute a default thereunder.

(c) Buyer shall not record this Agreement or a memorandum hereof at any time.

(d) Buyer is experienced in contracting for and investigating the suitability of real property similar to the Property for the acquisition thereof and for investment purposes and is or may be represented by counsel of its choice in connection with this transaction. Buyer has the responsibility under this Agreement to inspect the Property, its tenants and the real estate market in sufficient detail to fully satisfy itself with respect to the physical condition and market conditions affecting the Property including, without limitation, property values, interest rates, and similar market factors. Buyer has reached (or will reach) its conclusions based upon its own analysis and without relying upon representations by Seller, its employees, agents or consultants, other than the representations and warranties expressly set forth in this Agreement.

14. OMITTED.

15. REMEDIES. If Seller defaults under this Agreement and Buyer is not then in default thereunder, Buyer may seek specific performance or sue for actual damages (but not consequential damages). If Buyer defaults under this Agreement and Seller is not in default thereunder, then Seller may sue for actual damages (but not consequential damages), or Seller may elect to seek specific performance against Buyer. In any event, Buyer shall promptly deliver to Seller all Due Diligence Documents delivered by Seller to Buyer and all additional due diligence materials, findings and reports obtained by Buyer during its investigation of the Property, and as a condition to its release of claims against Buyer. The parties waive any claim or defense of lack of mutuality of remedies. Neither party will hold the other in default hereunder without first having given the other party at least five (5) days advance (excluding Saturday, Sunday and post office holidays, as stated above) written notice specifying the default, during which time the other party may cure the default.

16. CASUALTY. If, prior to the closing, the Property or any portion thereof shall be damaged or destroyed by reason of any casualty whatsoever, then Seller shall immediately give notice thereof to Buyer. If the cost of such casualty exceeds Ten Thousand Dollars (\$10,000.00), Buyer shall have the right and option to terminate this Agreement by written notice to Seller, and the Earnest Money shall be paid by Seller's Attorney to Buyer, and all parties shall thereupon be relieved of all further liability hereunder. If the cost of repairing such casualty does not exceed such sum, at Buyer's option (a) the parties shall proceed with closing in accordance with, and subject to the terms of, this Agreement, all insurance proceeds shall be paid to Buyer (or Seller shall assign to Buyer all rights to such proceeds if not previously paid to Seller, and the Purchase Price shall be reduced by the amount of the insurance deductible, or (b) the closing shall be postponed until such damage has been restored by Seller at Seller's expense to Buyer's satisfaction.

17. CONDEMNATION. If, prior to the closing, there is filed or threatened any action, suit or proceeding to condemn or take all or any part of the Property, Seller shall immediately give

notice thereof to Buyer, and Buyer shall have the right and option to terminate this Agreement by written notice to Seller, and all parties shall thereupon be relieved of any and all further liability hereunder. If Buyer elects in writing to close, all condemnation awards or proceeds of such taking shall be paid to Buyer (or Seller shall assign to Buyer all rights to such awards or proceeds if not previously paid to Seller).

18. ENVIRONMENTAL CONDITION. Seller has no Knowledge of any environmental conditions affecting the Property and makes no representations or warranties affecting same. Seller is extending to Buyer the opportunity during the Due Diligence Period and within the limitations contained in Subsection 7(b) of this Agreement, to conduct any and all tests of its choosing with respect to the environmental conditions on the Property, and Buyer acknowledges that it shall rely on such tests and inspections.

19. INITIAL SITE INFORMATION; SELLER COOPERATION. Seller has furnished Buyer all pertinent information that Seller has had in its possession or control relative to the Property, including, without limitation, a redacted copy of the Acquisition PSA, information relating to soil conditions (including a copy of any geotechnical reports), environmental reports, existing surveys, civil drawings, architectural guidelines, prior title policy, permits and any restrictive zoning, easements or covenants.

20. UTILITIES. To Seller's Knowledge, Seller warrants that all utilities, including water, sanitary sewer, storm sewer (including connections to an off-site detention system), gas, and electric, are to the building, are operational, and available for Buyer's intended use.

21. SELLER'S CONTINGENCY. Seller's obligations under this Agreement are contingent upon Seller's acquisition of the Property pursuant to the Acquisition PSA. Notwithstanding anything to the contrary in this Agreement, Seller may assign its rights and delegate its obligations to Buyer to the Acquisition PSA at Closing, and in that event, the Property may be conveyed by Trustee's Deed.

22. CONFIDENTIALITY. Buyer may be receiving certain confidential information pertaining to the Property. Buyer acknowledges that these matters are being received in confidence, and further agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of any agreement entered into by the parties, or use to the detriment of Seller, or for the benefit of any other person or persons, or misuse in any way, any confidential information concerning the subject matter hereof, including, without limitation, the Purchase Price or other information. This provision shall expire at closing or the canceling of this Agreement, whichever event shall occur first.

23. Each party represents and warrants to the other, and to Escrow Agent, that (a) such party is not knowingly acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, or engaging in, instigating or facilitating this transaction for or on behalf of any such person, group, entity or nation; (b) such party is not engaging in this transaction, directly or indirectly, in violation

of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering; and (c) none of the funds of such party to be utilized in this transaction have been or will be derived from any unlawful activity with the result that such party or the Property is subject to seizure, forfeiture or other such remedy or that this Agreement or the transactions hereunder are or will be in violation of law. The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement, which when executed by the parties but delivered by facsimile, "pdf" or other electronic means will be accepted with the same effect as an original ink-signed "hard copy" version (an "Executed Original") of such document, provided that if expressly requested by the other party, a party will promptly also deliver one or more Executed Originals of any such document.

Signatures on the Following Page

IN WITNESS WHEREOF, the parties hereto have set their respective hands on the day and year indicated below. For the purposes of the calculations of any time periods set forth in this Agreement, the Effective Date of this Agreement shall be deemed the later of the dates signed or initialed by Buyer and Seller. The date the Broker signs this Agreement will not affect the Effective Date.

SELLER:

WASHINGTON STREET PARTNERS, INC.

By:  _____

Name: Pasquale Scutari

Title: Chief Operating Officer

Date: 11/8/2023

BUYER:

TUPPER LAKE MEWS, LLC

By:  _____

Name: Michael Dwyer

Title: Member

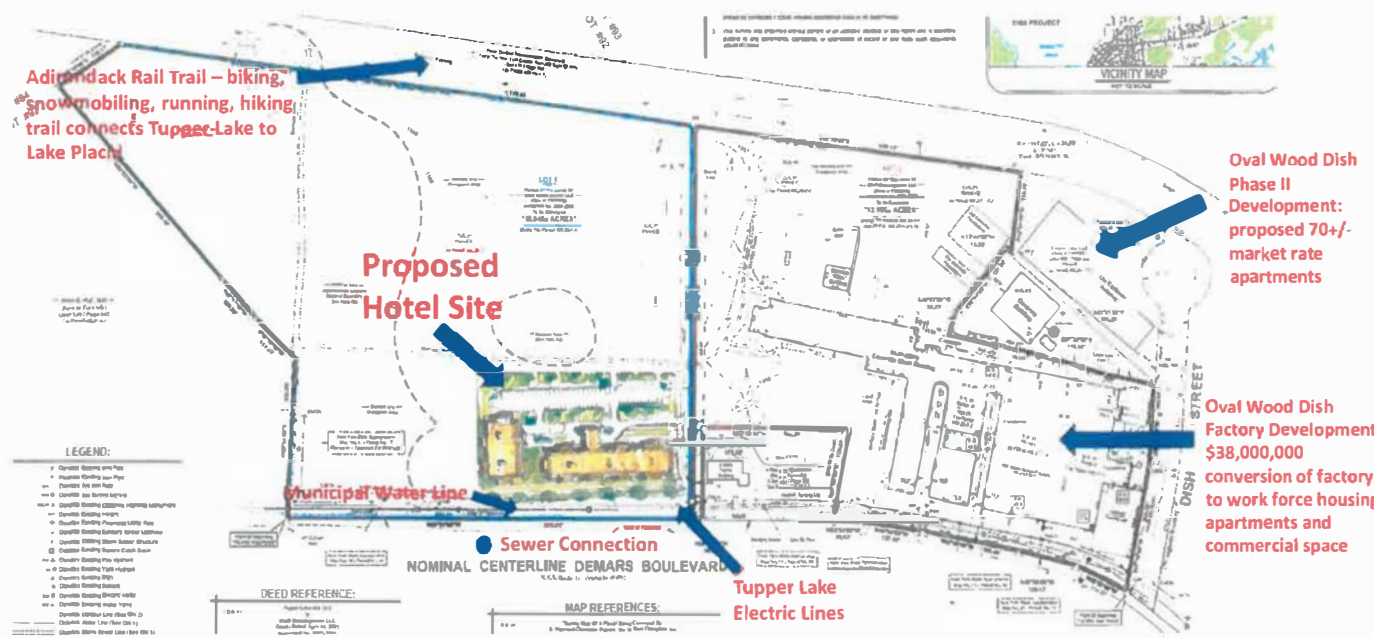
Date: 11/8/2023

Tupper Lake Mews, LLC Organizational Chart

Joseph Hucko
Managing Member
50% Interest

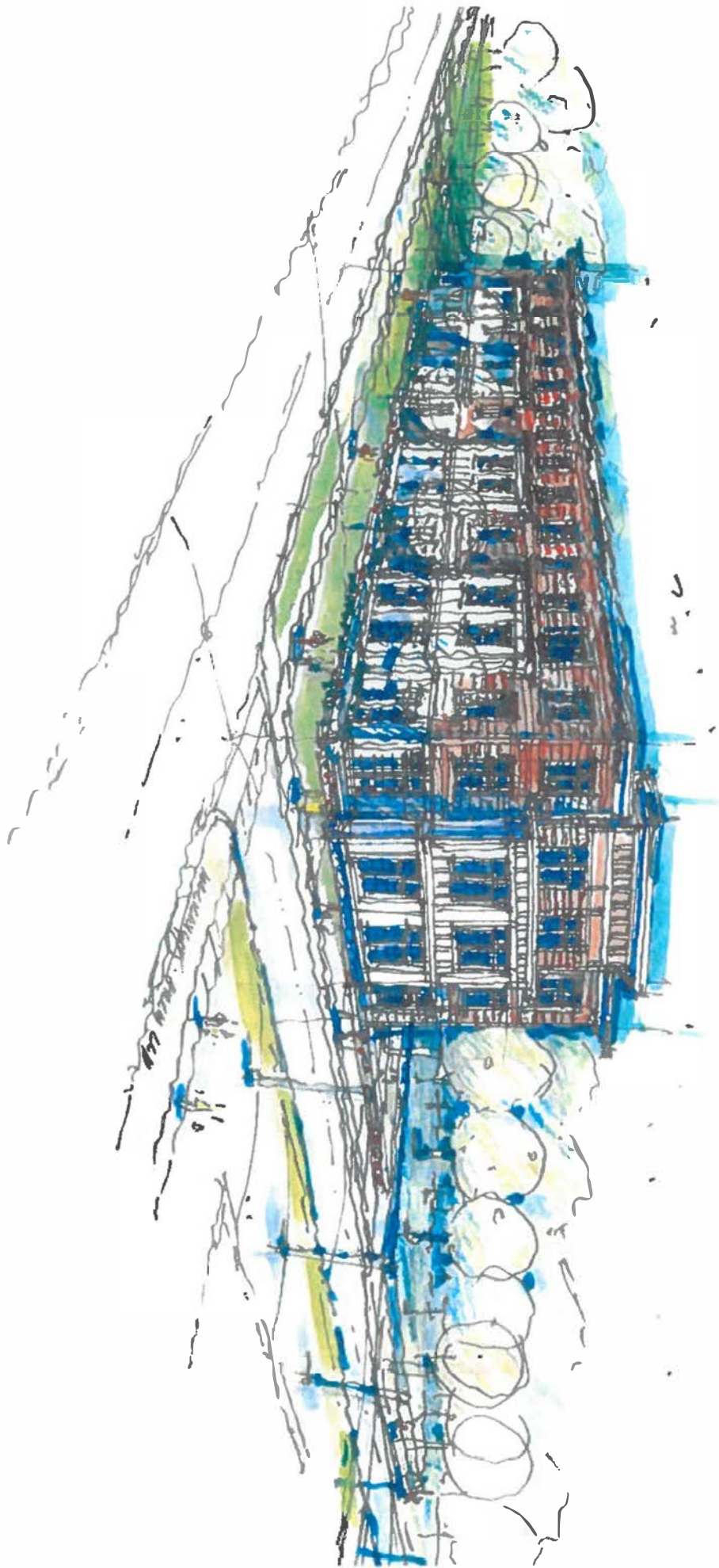
Joseph H. Hucko Irrevocable Trust
Member
25% Interest

Michael Dunnyk
Member
25% Interest



124 Demars Blvd – Proposed Hotel Site

Tax Map ID: 490.26-1-1
 18.84 acres
 826+/- feet of frontage on State Route 3





120 E. Washington Street
 Syracuse, New York 13202
 P: 315.426.2624
 F: 315.476.2034

IT IS A VIOLATION OF THE
 DESIGN PROFESSIONAL SEAL ACT
 OF THE STATE OF NEW YORK FOR ANY
 PERSON UNLESS AS THIS
 DOCUMENT IS THE PROPERTY OF
 LICENSED REGISTERED
 ARCHITECT TO ALTER AN
 ITEM ON THIS DOCUMENT IN
 ANY MANNER.

PROPOSED DEVELOPMENT
 HISTORIC OGD SITE
 TUPPER LAKE, NEW YORK

REVISIONS

NO.	DATE	BY

DATE 4/22/24

SCALE 1"=20'-0"

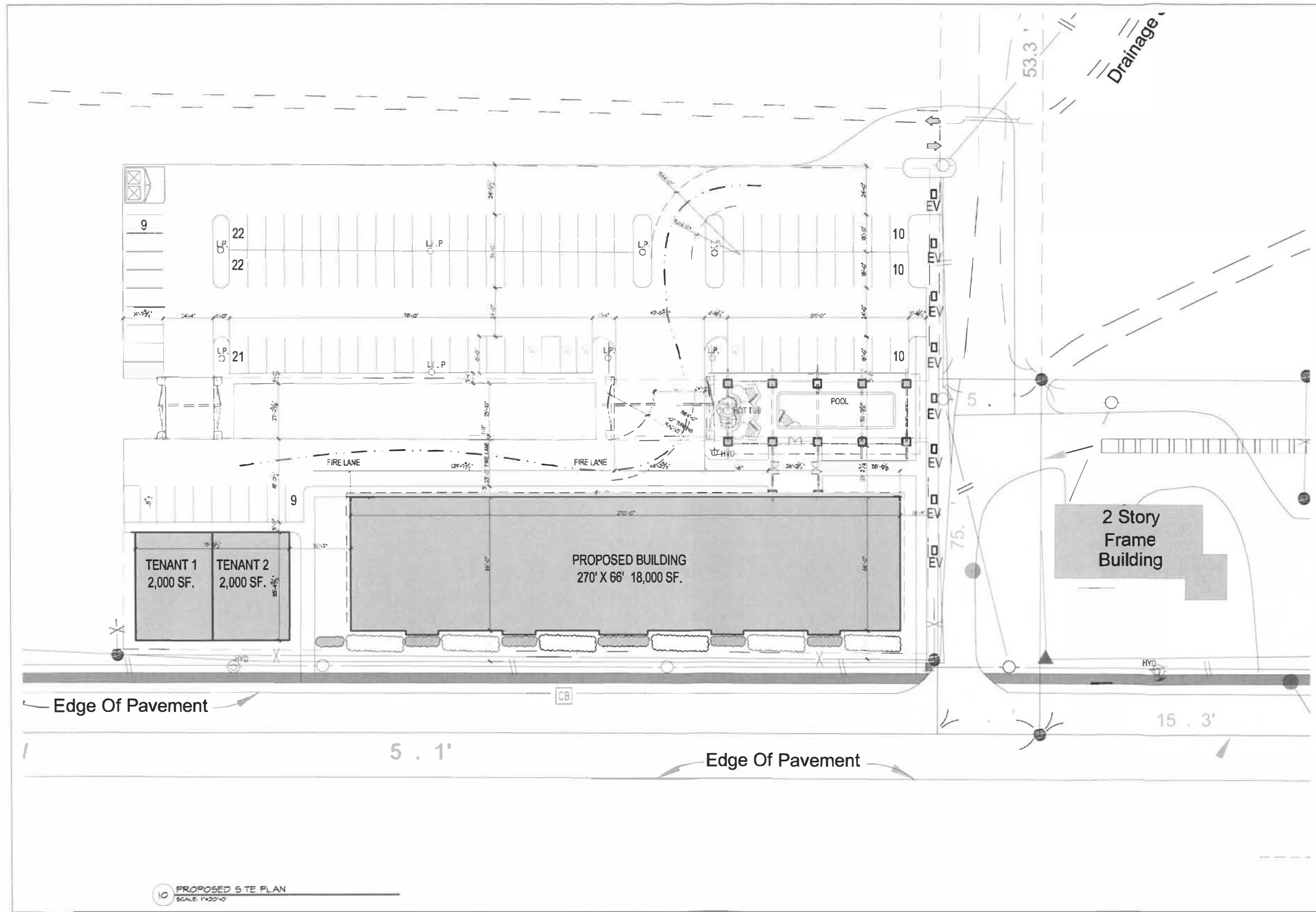
DRAWN JDHM

PROJ. --

TITLE

SITE PLAN

ST-1



10 PROPOSED SITE PLAN
 SCALE 1"=20'-0"

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information				
Name of Action or Project: Construction of a new hotel				
Project Location (describe, and attach a location map): 124 Demars Boulevard Tupper Lake, NY 12986				
Brief Description of Proposed Action: Construct a 90 to 100 room hotel on the existing concrete pad from the former Oval Wood Dish Factory. The total site is 18.8+/- acres and the concrete pad site is 2.5+/- acres. The development will consist of smart growth and new urbanism by having the building constructed on the existing pad adjacent to NYS Route 3. The parking will be contained on the pad site behind the building - the pad is large enough to accommodate all of the parking needed for the hotel. The objective is to promote connectivity to the Village/Town to the East and West while also connecting to the Rail Trail which borders the property to the north. By building on the existing concrete pad/foundation, there will be little to no disturbance to the Adirondack Park, with a strict emphasis on sustainable development.				
Name of Applicant or Sponsor: Tupper Lake Mews, LLC		Telephone: 315-426-2624 E-Mail: miked@washingtonstpartners.com		
Address: 120 E. Washington St. Suite 325				
City/PO: Syracuse		State: NY	Zip Code: 13202	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Tupper Lake, NY joint planning board approval			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		2.5+/- acres		
b. Total acreage to be physically disturbed?		0 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0 acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):				
<input type="checkbox"/> Parkland				

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Tupper Lake News, LLC</u> Date: <u>5/6/2024</u>		
Signature: <u><i>Michael Dunge</i></u> Title: <u>Member</u>		

2023 VILLAGE OF TUPPER LAKE TAX BILL

Bill No. 001185
 Sequence No. 1192
 Page No. 1 of 1

* For Fiscal Year 06/01/2023 to 05/31/2024 * Warrant Date 06/01/2023

MAKE CHECKS PAYABLE TO:

VILLAGE OF TUPPER LAKE
 TUPPER LAKE STREET
 PO BOX 1290
 TUPPER LAKE, NY 12986

TO PAY IN PERSON

MONDAY - FRIDAY
 8:00 AM - 4:00 PM

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION & CK DIGIT

162001 490.26-1-1
 Address: 124 Demars Blvd
 Village of: Tupper Lake Village
 School: Tupper Lake Central
 NYS Tax & Finance School District Code:
 340 - Vacant indus Roll Sect. 1
 Parcel Acreage: 18.09
 Account No. 119700
 Bank Code

OWD Development LLC
 148 Berwyn Ave
 Syracuse, NY 13205

Estimated State Aid: VILL 294,798

PROPERTY TAXPAYER'S BILL OF RIGHTS

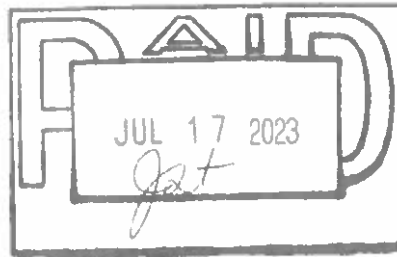
The Total Assessed Value of this property is: 45,700
 The Uniform Percentage of Value used to establish assessments in your municipality was: 81.00
 The assessor estimates the Full Market Value of this property as of July 1, 2021 was: 56,420

If you feel your assessment is too high, you have the right to seek a reduction in the future. A publication entitled "Contesting Your Assessment in New York State" is available at the assessor's office and on-line: www.tax.ny.gov. Please note that the period for filing complaints on the above assessment has passed.

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate
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PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1000 or per Unit	Tax Amount
Village Tax	2,136,343	-4.6	45,700.00	14.982473	684.70



Property description(s): TWP 22 GL 92 93 RR OWD Lane Demars Blvd OWD Corp

PENALTY SCHEDULE	Penalty/Interest	Amount	Total Due	TOTAL TAXES DUE	\$684.70
Due By: 06/30/2023	0.00	684.70	684.70		
08/01/2023	34.24	684.70	718.94		
08/31/2023	41.08	684.70	725.78		
10/02/2023	47.93	684.70	732.63		
10/31/2023	54.78	684.70	739.48		

Apply For Third Party Notification By: 05/01/2024
 Taxes paid by Hueber-Brewer Construction CA (CH) 2583

RETURN THE ENTIRE BILL WITH PAYMENT AND PLACE A CHECK MARK IN THIS BOX [] IF YOU WANT A RECEIPT OF PAYMENT. THE RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.

Village of: Tupper Lake Village
 School: Tupper Lake Central
 Property Address: 124 Demars Blvd

RECEIVER'S STUB

Bill No. 001185
 162001 490.26-1-1
 Bank Code

OWD Development LLC
 148 Berwyn Ave
 Syracuse, NY 13205

Pay By:	06/30/2023	08/01/2023	08/31/2023	10/02/2023	10/31/2023
	0.00	34.24	41.08	47.93	54.78
	684.70	684.70	684.70	684.70	684.70
	684.70	718.94	725.78	732.63	739.48

TOTAL TAXES DUE \$684.70






IDA Resolution 2024-11 Signing Copy

Final Audit Report

2024-05-13

Created:	2024-05-13
By:	Maria Bourgeois (maria@adirondackfrontier.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA75BS44QLOi6jfwMm_qH0f9lQw2cXwUdh

"IDA Resolution 2024-11 Signing Copy" History

-  Document created by Maria Bourgeois (maria@adirondackfrontier.com)
2024-05-13 - 12:48:25 PM GMT
-  Document emailed to Nick Russell (nickrussell25@gmail.com) for signature
2024-05-13 - 12:48:55 PM GMT
-  Email viewed by Nick Russell (nickrussell25@gmail.com)
2024-05-13 - 5:56:51 PM GMT
-  Document e-signed by Nick Russell (nickrussell25@gmail.com)
Signature Date: 2024-05-13 - 5:57:43 PM GMT - Time Source: server
-  Agreement completed.
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