

**Regular Meeting of the  
Town of Montgomery Industrial Development Agency Meeting Minutes**

*Town Hall  
110 Bracken Road  
Montgomery, NY 12549  
www.montgomeryida.com  
(845) 457-2600*

**April 11, 2023**  
*1:00 P.M.*

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**PRESENT:**

Jeffrey Crist – Chairman  
J. Thomas Jones – Second Vice Chairman  
Matt Stoddard – Treasurer  
John Dickson – First Vice Chairman  
Robert Santo – Member  
George DeClue – Member  
Felicia Kalan – Executive Director TOMIDA  
Lauren Rowley – Secretary TOMIDA  
Ashley Torre – Naughton & Torre LLP  
Billy Ibberson – Livestream Services (Acquisitions Marketing)  
Danielle Christian – Associated Reporters, Inc.

**ABSENT:**

**NOTE: Conference Call Line – No Calls**

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**AGENDA**

1. **Call to Order and Declaration of Quorum**
2. **Approval of the March 21, 2023 Meeting Minutes**
3. **Public Comment on Items on the Agenda**
4. **Revised UTEP Amendment Resolution Consideration for Vote**
5. **Public Hearing- Milk Factory, LLC**
6. **Public Hearing- KCE NY 2, LLC**
7. **New Project Application Introduction**
  - Hudson Valley Country Club (*Osiris Country Club*) - Raja Amar, Steven Porath, David Fusco
8. **Executive Director's Report**

**9. Financial Report**

**10. Procurement Request Discussion and Consideration for Approval**

**11. Other Business**

- Debit Card and Bank Account Online Viewing Authorization Policy Review and vote consideration

**12. Adjournment**

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**AGENDA**

1. Chairman Jeffrey Crist called the meeting to order and introduced the board members and others in attendance. A quorum was present.
2. A motion was made by George DeClue to approve the March 21, 2023 meeting minutes, which was seconded by Matthew Stoddard. All board members were in favor, none opposed, motion accepted.
3. There were no public comments on items on the agenda.
4. Felicia read through the revised UTEP with the proposed changes and clarified that any changes will not affect current PILOTS, just those going forward. There was no further public comment and John Dickson made a motion to close the public hearing, which was seconded by Matt Stoddard.

Jeffrey Crist asked counsel if the vote should be taken by roll call and Ashley Torre confirmed that it should be.

John Dickson – Aye  
Matt Stoddard – Aye  
Jeffrey Crist – Aye  
Robert Santo – Aye  
George DeClue – Aye  
J. Thomas Jones – Aye

Motion accepted.

Jeffrey Crist stated that as there was no new public comment at this meeting, the board could decide to adopt the revised UTEP.

A motion was made by Matt Stoddard to adopt the revised UTEP, which was seconded by John Dickson.

Ashley Torre asked for clarification that the revised UTEP included the schedule that Felicia Kalan went over.

Jeffrey Crist confirmed that it was that schedule, which was also emailed yesterday.

Ashley Torre stated that UTEP would become effective upon adoption.

A roll call vote was taken.

John Dickson – Aye  
Matt Stoddard – Aye  
Jeffrey Crist – Aye  
Robert Santo – Aye  
George DeClue – Aye  
J. Thomas Jones – Aye

Motion accepted.

The updated UTEP is attached.

5. Public Hearing – Milk Factory, LLC – Please see transcript of Public Hearing which are attached to these minutes and were done by Danielle Christian, stenographer.

6. Public Hearing – KCE NY 2, LLC – Please see transcript of Public Hearing which are attached to these minutes and were done by Danielle Christian, stenographer.

7. Hudson Valley Country Club presented on their application to the Montgomery IDA for a \$75M project at Osiris Golf Club. The project would be completed in three phases and would create new jobs and revitalize the property. Raja Amar, Steven Porath, and David Fusco made the presentation. Application is attached with specific project information and details.

Matt Stoddard asked about the timeline for the project.

Raja Amar stated that Phase I has already begun and would be completed by the end of this year, Phase II would be completed in spring of 2024, and Phase III is probably about five years out from today.

John Dickson asked if the golf course would remain completely private.

Raja Amar stated that they would like for the course to remain private, but it would be available for golf outings and other events.

J. Thomas Jones asked for clarification on the number of jobs that would be created as the application states only one.

Raja Amar clarified that they may have filled out the application incorrectly. The golf course alone will employ at least 40 people and once the hotel is completed there would be well over 120 jobs.

J. Thomas Jones asked if the applicant saw this project competing with or complementing The Milk Factory project.

Raja Amar stated that he has already spoken with Michael Dorf and he is looking to build something that compliments the area.

Steven Porath added that the goal is to compliment each other- “good retail/tourism breeds more good retail/tourism.” There are also plenty of golfers out there to support the golf course.

George DeClue asked if the three phases would be sequential or if they would overlap at all.

Raj Amar stated that it really depends on the cash flow. Phase I and Phase II may happen very close together. Phase III would definitely be separate as it is larger and multi-faceted.

Robert Santo asked if there were any plans to use more ecological friendly chemicals and fertilizers on the golf course.

David Fusco answered that the ecological friendly chemicals are limited in their effectiveness, but they are always investigating and looking into all the options. Anything they use is certified through the state and/or federal government.

Jeffrey Crist asked how the applicants foresee them needing the Montgomery IDA's help.

Steven Porath stated that they are looking for sales tax exemption on the capital investment, the mortgage recording tax exemption, and of course the PILOT. They are hoping the board will consider doing this as a phased project and consider an inducement resolution.

Ashley Torre asked if they were envisioning this being a tourist destination if it is a private club.

Steven Porath stated that their interpretation is that there is an end user who will be taking advantage of the services provided, they are not manufacturing something that is a wholesale product.

Jeffrey Crist thanked the applicant for coming and stated that the board would be reviewing their application further and would be communicating.

8. Felicia Kalan gave her Executive Director's Report to the board. (See attached.)

9. Matt Stoddard read the March Financial Report to the board. (See attached.) Jeffrey Crist shared that it was the IDA's intention to close the Sailfish escrow account and refund the balance to the applicant, but their attorney advised that the IDA keep the account open for future work on the Haber House. Mr. Crist also stated that the application and attorney escrow checks were received from Hudson Valley Country Club so an escrow account would be opened for them.

A motion was made by John Dickson to approve the financial report, which was seconded by Robert Santo. All board members were in favor, none opposed. Motion accepted.

10. Felicia Kalan advised that we need to hold off on the procurement request for now. The Montgomery IDA is co-sponsoring an event with the Business Council at a venue in the town that is awaiting final permits and approvals. It is presumed to go through, but the IDA needs the venue to have final town approval before any checks can be cut.

11. Board members reviewed the Debit Card Authorization Policy and the Travel Policy. (See attached.) A motion was made by George DeClue to approve the policies, which was seconded by John Dickson. A roll call vote was taken.

John Dickson – Aye

Matt Stoddard – Aye  
Jeffrey Crist – Aye  
Robert Santo – Aye  
George DeClue – Aye  
J. Thomas Jones – Aye

Motion accepted.

12. John Dickson made a motion to adjourn the meeting, which was seconded by Robert Santos. All board members were in favor, none opposed. Motion accepted.

*These minutes were transcribed by Lauren Rowley, Secretary of the Montgomery IDA.*

TOWN OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY

UNIFORM TAX EXEMPTION POLICY

SECTION 1. PURPOSE AND AUTHORITY. Pursuant to Section 874(4)(a) of Title One of Article 18-A of the General Municipal Law (the "Act"), Town of Montgomery Industrial Development Agency (the "Agency") is required to establish a uniform tax exemption policy ("Uniform Tax Exemption Policy") applicable to the provision of any financial assistance of more than one hundred thousand dollars to any project. This uniform tax-exemption policy was adopted pursuant to a resolution enacted by the members of the Agency on April 11, 2023.

SECTION 2. DEFINITIONS. All words and terms used herein and defined in the Act shall have the meanings assigned to them in the Act, unless otherwise defined herein or unless the context or use indicates another meaning or intent. The following words and terms used herein shall have the respective meanings set forth below, unless the context or use indicates another meaning or intent:

(A) "Administrative Fee" shall mean a charge imposed by the Agency to an Applicant or Project occupant for the administration of a Project.

(B) "Affected Tax Jurisdiction" shall mean, with respect to a particular Project, the Town and each Municipality or School District in which such Project is located which will fail to receive real property tax payments which would otherwise be due with respect to such Project due to a Tax Exemption obtained by reason of the involvement of the Agency in such Project.

(C) "Agency" shall mean the Town of Montgomery Industrial Development Agency.

(D) "Agency Fee" shall mean the normal charges imposed by the Agency to an Applicant or a Project occupant to compensate the Agency for the Agency's participation in a Project. The term "Agency Fee" shall include not only the Agency's normal application fee and the Agency's normal Administrative Fee, but also may include (1) reimbursement of the Agency's expenses, (2) rent imposed by the Agency for use of the property of the Agency, and (3) other similar charges imposed by the Agency.

(E) "Applicant" shall mean an applicant for financial assistance or a company or occupant of a Project which has been granted a Tax Exemption, as the case may be.

(F) "Applicant Project" shall mean a project which is undertaken by the Agency for the benefit of an Applicant which either (1) has been or will be financed by the issuance by the Agency of bonds, notes or other evidences of indebtedness with respect thereto or (2) is a straight lease transaction which the Agency has determined to undertake.

(G) "County" shall mean Orange County, New York.

(H) "Municipality" shall mean each village located within the Town.

(I) "Non-Applicant Project" means a project which is undertaken by the Agency for the benefit of the Agency and shall not include an Applicant Project.

(J) "Pilot" or "Payment in Lieu of Tax" shall mean any payment made to the Agency or an Affected Tax Jurisdiction equal to all or a portion of the real property taxes or other taxes which would have been levied by or on behalf of an Affected Tax Jurisdiction with respect to a project but for Tax Exemption obtained by reason of the involvement of the Agency in such project, but such term shall not include Agency Fees.

(K) "Project" shall mean an activity which is undertaken by the Agency for the benefit of an Applicant which either (1) has been or will be financed by the issuance by the Agency of bonds, notes or other evidence of indebtedness with respect thereto, or (2) is a straight lease transaction (as defined in the Act) which the Agency has determined to undertake.

(L) "Sales tax" or "sales taxes" shall mean sales and/or use taxes.

(M) "School District" shall mean each school district located within the Town.

(N) "Tax Exemption" shall mean any financial assistance granted to a Project which is based upon all or a portion of the taxes which would otherwise be levied and assessed against a Project but for the involvement of the Agency, including but not limited to sales and use exemption, mortgage recording tax exemption and exemption from real property taxes.

(O) "Town" shall mean the Town of Montgomery.

(P) "Adaptive Reuse" means the renovation and reuse of pre-existing structures for new purposes

(Q) "Workforce Housing" means housing that is affordable to households earning 60 to 120 percent of the area median income

(R) "New Construction" means entirely new structures or significant extensions to existing structures regardless of whether the site was previously occupied

SECTION 3. GENERAL PROVISIONS. (A) General Policy. The general policy of the Agency is to grant Tax Exemption as hereinafter set forth to any Project which has been or will be (1) financed by the issuance by the Agency of bonds, notes or other evidence of indebtedness with respect thereto, or (2) otherwise assisted by the Agency pursuant to a straight lease transaction.

(B) Application. No request for a Tax Exemption shall be considered for approval by the Agency unless an application and environmental assessment form are filed with the Agency on the forms prescribed by the Agency. Such application shall contain the information requested by the Agency, including a description of the proposed Project, the identification of the Applicant and the occupant of the Project, a description of each Tax Exemption sought with respect to the Project, the estimated value of each Tax Exemption sought with respect to the Project, the proposed financial assistance being sought with respect to the Project, the estimated date of completion of the Project, and whether such financial assistance is consistent with this Policy.

(C) Exceptions. The Agency reserves the right to deviate from such policy in special circumstances. In determining whether special circumstances exist to justify such a deviation, the Agency may consider the magnitude of the deviation sought and the factors which might make the project unusual, which factors might include but not be limited to the following factors: (1) the magnitude and/or importance of any

permanent private sector job creation and/or retention related to the proposed project in question; (2) the impact of such project on existing and proposed businesses and/or economic development projects; (3) the amount of private sector investment generated or likely to be generated by such project; (4) demonstrated public support for such project; (5) the estimated value of the Tax Exemptions requested; and (6) the extent to which such project will provide needed services and/or revenues to the Affected Tax Jurisdictions. In addition, the Agency may consider the other factors outlined in the Act. The process for any deviation is set forth in this policy.

SECTION 4. PROJECT APPROVAL POLICY. (A) Prior to the adoption of a resolution approving the grant of financial assistance for an Applicant seeking financial assistance, the following shall be accomplished:

(1). Assessment — The Agency members shall assess all material information included in connection with the application for financial assistance submitted by or on behalf of the Applicant seeking such financial assistance in order to afford a reasonable basis for the decision by the Agency to provide financial assistance for a proposed project.

(2). Cost Benefit Analysis — The assessment material shall include a staff-prepared written cost-benefit analysis identifying:

- Extent to which a Project will create or retain permanent private-sector jobs.
- Estimated value of tax exemptions and support.
- Amount of private sector investment.
- Likelihood of timely Project completion.
- Extent of “new revenue” provided to local taxing jurisdictions.
- Other public benefits.

The members shall consider the cost-benefit analysis as part of the assessment.

(3). Applicant Confirmation of Compliance — The Agency must receive from the Applicant a written statement that, as of the date of the application, the proposed project is in substantial compliance with all provisions of General Municipal Law Article 18-A, including but not limited to Sections 859-a and 862(1).

(4). Notification — If a proposed project involves the removal or abandonment of a facility or plant within New York State, the Agency shall notify the chief executive officer or officers of the municipality or municipalities in which the facility or plant was located. If applicable, such notice shall be sent within 10 days following the adoption of a Public Hearing Resolution.

SECTION 5. SALES TAX EXEMPTION. (A) General. State law provides that purchases of tangible personal property by the Agency or by an agent of the Agency, and purchases of tangible personal property by a contractor for incorporation into or improving, maintaining, servicing or repairing real property of the Agency, are exempt from sales and use taxes imposed pursuant to Article 28 of the Tax Law. The Agency has a general policy of abating sales and use taxes applicable only to the initial acquisition, construction and/or equipping of an Applicant Project.



(B) Exemption. The Agency has no requirement for imposing a payment in lieu of tax arising from the exemption of an Applicant Project from sales and/or use taxes applicable to the initial acquisition, construction and/or equipping of such project, except (1) as described in subsection (F) below or (2) in the circumstance where (a) an Applicant Project is offered sales and use tax exemption on the condition that a certain event (such as the issuance of bonds by the Agency with respect to the project) occur by a certain date and (b) such event does not occur, in which case the Agency may require that the Applicant make payments in lieu of sales and use taxes equal to the amount of tax which otherwise may have been due to the New York State Department of Taxation and Finance.

(C) Period of Exemption. Except as set forth in subsection (A) above, the period of time for which a sales and use tax exemption shall be effective (the "Tax Exemption Period") shall be determined as follows:

(1) General. Unless otherwise determined by the Agency, the sales and use tax exemption for an Applicant Project shall be for the Tax Exemption Period commencing with the issuance by the Agency of bonds, notes or other evidences of indebtedness with respect to such project, or the execution and delivery by the Agency of a lease agreement relating to such project, and ending on the date of completion of the project. The Tax Exemption Period for a Non-Applicant Project shall extend for such period of time as the Agency shall determine.

(2) Early Commencement. The Tax Exemption Period for an Applicant Project may, at the discretion of the Agency, commence earlier than the date of issuance by the Agency of the Agency's bonds, notes or other evidences of indebtedness relating to the project, provided that (a) the Agency has complied with the requirements of Section 859-a of the Act, (b) the Agency thereafter adopts a resolution determining to commence such period earlier, (c) the Applicant agrees to the conditions of such resolution and supplies to the Agency the materials required to be supplied to the Agency thereunder, and (d) the Chairperson or Executive Director of the Agency acknowledges satisfaction of all conditions to the granting of such Tax Exemption set forth in such resolution.

(3) Normal Termination. The Tax Exemption Period for an Applicant Project will normally end upon the completion of such project. On construction projects, the Agency and the Applicant shall agree on the estimated date of completion of the project, and the sales and use tax exemption shall cease on the earlier of (a) the actual date of completion of the project or (b) the date which is six (6) months after the estimated date of completion of such project. On non-construction projects, the Agency and the Applicant shall agree on the estimated date of completion of the project, and the sales and use tax exemption shall cease on the earlier of (a) the actual date of completion of the project or (b) the date which is three (3) months after the estimated date of completion of the project. If the Agency and the Applicant shall fail to agree on a date for completion of the project, the Agency shall on notice to the Applicant make the determination on the basis of available evidence.

(4) Later Termination. The Agency, for good cause shown, may adopt a resolution extending the period for completion of the project and/or extending the Tax Exemption Period.

(D) Items Exempted. The sales and use tax exemption granted by the Agency with respect to an Applicant Project shall normally extend only to the following items acquired during the Tax Exemption Period described in subsection (B) above:

(1) improvements to and items incorporated into the real property.

(2) tangible personal property, including furniture, furnishings and equipment used to initially equip the project or otherwise forming part of the project, if purchased by the Applicant as agent of the Agency;

(3) the rental of tools and other items necessary for the construction and/or equipping of the project, if rented by the Applicant as agent of the Agency; and

(4) office supplies, fuel and similar items consumed in the process of acquiring, constructing and/or equipping the project, if purchased by the Applicant as agent of the Agency.

(E) Items Not Exempted. A sales and use tax exemption with respect to an Applicant Project shall not be granted by the Agency for the following:

(1) purchases occurring beyond the Tax Exemption Period described in subsection (B) above;

(2) repairs, replacements or renovations of the project, unless such repairs, replacements or renovations constitute major capital-type expenses approved by the Agency as a separate project in the manner contemplated by the Act; or

(3) operating expenses, unless such operating expenses constitute major capital-type expenses approved by the Agency as a separate project in the manner contemplated by the Act.

(F) Percentage of Exemption. Unless otherwise determined by resolution of the Agency, the sales and use tax exemption shall be equal to one hundred percent (100%) of the sales and/or use taxes that would have been levied if the project were not exempt by reason of the Agency's involvement in the project. If an exemption of less than one hundred percent (100%) is determined by the Agency to be applicable to a particular Applicant Project, then the Applicant shall be required to pay a Pilot to the Agency equal to the applicable percentage of sales and/or use tax liability not being abated. The Agency shall remit such Pilot, within thirty (30) days of receipt thereof by the Agency, to the Affected Tax Jurisdictions in accordance with Section 874(3) of the Act.

(G) Appointment of Agency Agent. The final act of granting a sales and/or use tax exemption by the Agency shall be confirmed by the execution by the appointment of the Project owner ("Owner") as Agency agent, with the authority to purchase Project-related property and services using the Agency's sales tax exemption. The Agency must file Form ST60 with the New York State Department of Tax and Finance within 30 days after the appointment. The Owner must notify the Agency of each sub-agent appointment, so the Agency can execute the required Form ST-60 for the sub-agent. Contractors and subcontractors who have not been appointed Agency agent or sub-agent cannot use the sales and tax exemption for equipment rentals, tools, supplies, and other items that do not become part of the finished Project. All Project contractors and subcontractors must be appointed as agent or sub-agent of the Agency in order to use the sales tax exemption for Project-related purchases. Owners and other properly appointed Agency agents and sub-agents claim the sales tax exemption for all purchases by giving their vendors Form ST-123. All bills, invoices and other documents for Project-related purchases by Agency agents and sub-agents should specifically indicate the purchase is made as agent of the Agency (i.e., name of purchaser is "ABC Company, as agent of the Town of Montgomery IDA"). Such confirmation letter may either be in the form of a letter for the duration of the anticipated construction period relating to the project (where the sales and use tax exemption is permanent, because the Agency is satisfied that any conditions precedent to such sales and use tax exemption, such as the issuance of bonds or the execution of a lease agreement by the Agency, have been satisfied) or a letter having a shorter duration (where such sales and use tax exemption is tentative, because there remain conditions precedent to such sales and use tax exemption which have not

been satisfied). Each such confirmation letter shall describe the scope and term of the sales and use tax exemption being granted.

(H) Required Filings. The New York State Department of Taxation and Finance requires that all Agency agents and sub-agents Owner must file Form ST-340 with the Department and the Agency on or before the last day of February each year. The ST-340 reports the amount of Agency sales tax exemptions claimed for the prior calendar year. The Owner's agreements with its contractors and subcontractors should require the contractors and subcontractors to provide to the Owner the annual information regarding the amount of sales tax exemptions claimed. The project documents shall require that (1) a copy of such ST-340 report will also be filed with the Agency and (2) that the project occupant shall maintain, for a period ending seven (7) years after the last purchase made under the sales and use tax exemption, and make available to the Agency at the request of the Agency, detailed records which shall show the method of calculating the sales and use tax exemption benefit granted by the Agency.

SECTION 6. MORTGAGE RECORDING TAX EXEMPTION. (A) General. State law provides that mortgages recorded by the Agency are exempt from mortgage recording taxes imposed pursuant to Article 11 of the Tax Law. The Agency has a general policy of abating mortgage recording taxes for Applicants under the following circumstances: (1) Initial financing obtained from the Agency with respect to each project with respect to which the Agency issues debt which will be secured by a mortgage upon real property; (2) In instances where the initial financing commitment provides for a construction financing of the Agency to be replaced by a permanent financing of the Agency immediately upon or shortly after the completion of the project, the Agency's general policy is to abate the mortgage recording tax on both the construction financing and the permanent financing; and (3) Refinancings of prior debt issued by the Agency, on any modifications, extensions and renewals thereof, so long as the Agency fees relating to same have been fully paid.

(B) Non-Agency Financings. With respect to straight lease or installment sale transactions where the Project occupant needs to borrow money for purposes relating the Project, and the lender will not make the loan to the Project occupant without obtaining a fee mortgage as security, the policy of the Agency is to consent to the granting of such mortgage and to join in such mortgage, so long as the following conditions are met:

(1) the documents relating to such proposed mortgage make it clear that the Agency is not liable on the debt, and that any liability of the Agency on the mortgage is limited to the Agency's interest in the project;

(2) the granting of the mortgage is permitted under any existing documents relating to the project, and any necessary consents relating thereto have been obtained by the project occupant; and

(3) the payment of the Agency Fee relating to the total Project cost.

(C) Exemption Affidavit. The act of granting a mortgage recording tax exemption by the Agency is confirmed by the execution by an authorized officer of the Agency of an exemption affidavit relating thereto.

(D) PILOT Payments. If the Agency is a party to a mortgage that is not granted a mortgage recording tax exemption by the Agency (a "non-exempt mortgage"), then the Applicant and/or Project occupant shall pay the same mortgage recording taxes with respect to such mortgage as would have been payable had the Agency not been a party to said mortgage (the "normal mortgage tax"). Such mortgage recording taxes are payable to the County Clerk, who shall in turn distribute same in accordance with law.

If for any reason a non-exempt mortgage is to be recorded and the Agency is aware that such non-exempt mortgage may for any reason be recorded without the payment of the normal mortgage tax, then the Agency shall prior to executing such non-exempt mortgage collect a PILOT equal to the normal mortgage tax and remit same within thirty (30) days of receipt by the Agency to the Affected Tax Jurisdictions in accordance with the Act.

SECTION 7. REAL ESTATE TRANSFER TAXES. (A) Real Estate Transfer Tax. Article 31 of the Tax Law provides for the imposition of a tax upon certain real estate transfers. Section 1405(b)(2) of the Tax Law provides that transfers into the Agency are exempt from such tax, and the New York State Department of Taxation and Finance has ruled that transfers of property by the Agency back to the same entity which transferred such property to the Agency are exempt from such tax. The general policy of the Agency is to impose no payment in lieu of tax upon any real estate transfers to or from the Agency.

(B) Real Property Transfer Gains Tax. Article 31-B of the Tax Law provides for the imposition of a tax upon gains derived from the transfer of certain real estate in New York State. Certain transfers are exempt from such tax. It is the policy of the Agency to comply with the law, and to file the appropriate documentation with the New York State Department of Taxation and Finance to obtain preclearance by that department for any documents transferring real property to or from the Agency.

(C) Required Filings. It shall be the responsibility of the Applicant and/or Project occupant to ensure that all documentation necessary relative to the real estate transfer tax and the real estate transfer gains tax are timely filed with the appropriate officials.

SECTION 8. REAL ESTATE TAX EXEMPTION. (A) General. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, property owned by or under the jurisdiction or supervision or control of the Agency is exempt from general real estate taxes (but not exempt from special assessments and special ad valorem levies). However, it is the general policy of the Agency that, notwithstanding the foregoing, every non-governmental Project will be required to enter into a payment in lieu of tax agreement (a "Pilot Agreement"), either separately or as part of the Project documents. Such Pilot Agreement shall require payment of Pilot payments in accordance with the provisions set forth below.

(B) Pilot Requirement. Unless the Applicant and/or Project occupant and the Agency shall have entered into a Pilot Agreement acceptable to the Agency, the Project documents shall provide that the Agency will not file a New York Board of Real Property Services Form RP-412-a (an "Exemption Form") with respect to the Project, and the Project documents shall provide that the Applicant and/or the Project occupant shall be required to make Pilot payments in such amounts as would result from taxes being levied on the Project by the Affected Tax Jurisdictions if the Project were not owned by or under the jurisdiction or supervision or control of the Agency. The Project documents shall provide that, if the Agency and the Applicant and/or Project occupant have entered into a Pilot Agreement, the terms of the Pilot Agreement shall control the amount of Pilot payments until the expiration or sooner termination of such Pilot Agreement.

(C) Required Filings. As indicated in subsection (B) above, pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, no real estate tax exemption with respect to a particular Project shall be effective until an Exemption Form is filed with the assessor of each Affected Tax Jurisdiction. Once an Exemption Form with respect to a particular Project is filed with a particular Affected Tax Jurisdiction, the real property tax exemption for such Project does not take effect until (1) a tax status date for such Affected Tax Jurisdiction occurs subsequent to such filing, (2) an assessment roll for such Taxing Jurisdiction is finalized subsequent to such tax status date, (3) such assessment roll becomes the basis for the preparation of a tax roll for such Affected Tax Jurisdiction, and (4) the tax year to which such tax roll relates commences.

(D) Pilot Agreement. Unless otherwise determined by resolution of the Agency, all Pilot Agreements shall satisfy the following general conditions:

(1) Determination of Full Assessment: With respect to a Project including new construction, the general policy of the Agency is to take title to (or a leasehold interest in) said Project, and to file an Exemption Form providing that the appropriate officer or officers of the respective Affected Tax Jurisdictions in which such Project is located (each, an "Assessor") will determine the interim assessments of such Project as construction progresses thereon (each, an "Interim New Assessment") and a final assessment thereof (the "Final New Assessment") when construction is completed. With respect to a Project including existing buildings, the general policy of the Agency is to either avoid taking title to (or a leasehold interest in) such existing buildings, or, if such is not possible, to include the existing assessment on such buildings (the "Existing Assessment", and collectively with the Interim New Assessment, the "Full Assessment", and collectively with the Final New Assessment, the "Final Full Assessment"). Once the Final Full Assessment is fixed, the Final Full Assessment shall be frozen and used as the basis of taxation of the Project for the initial period (the "Initial Period") applicable to the Project pursuant to paragraph (2) below. During the Initial Period, the Applicant shall pay real estate Pilot payments determined in each tax year as follows: (a) first, determine the assessment of the new construction portion of the Project for such tax year (the "Current New Assessment"), which assessment shall be a percentage of the Final New Assessment determined by subtracting the percentage of abatement applicable to such year (as determined pursuant to paragraph (2) below) from 100%; (b) next, determine the assessment of the Project for such tax year (the "Current Pilot Assessment") by adding the Current New Assessment to the Existing Assessment; and (c) finally, determine the Pilot payment payable to with respect to the Project to each Affected Tax Jurisdiction by multiplying the Current Pilot Assessment by the applicable tax rate of the such Affected Tax Jurisdiction. Once the Initial Period has ended, the Applicant will pay real estate Pilot payments determined in each tax year as follows: multiply the Final Full Assessment by the applicable tax rate of the such Affected Tax Jurisdiction.

(E) PILOT Categories: Unless otherwise approved by the Agency, the period of exemption will fall within two categories, fifteen (15), or ten years (10) depending on the nature of the Project. The Agency reserves the right to deviate from this structure as provided by the Act and this Uniform Tax Exemption Policy.

(1) Fifteen-Year Strategic Schedule

Eligible Projects that are considered strategic priorities include, but are not limited, to general manufacturing, industrial, life sciences, research and development, banking/financial services, defense and aerospace, data-processing, food and/or beverage processing, agribusiness, telecommunications, medical/diagnostic labs, and biotechnology. This schedule provides that (i) the initial period shall be fifteen (15) years, and (ii) the percentage of each tax year shall be set forth in the following table:

Tax Year	Percent of Exemption
1	95%
2	95%
3	95%
4	85%
5	80%
6	75%

7	65%
8	60%
9	55%
10	50%
11	40%
12	30%
13	20%
14	10%
15	5%
Year 16 and thereafter	0%

**(2) Technology and Advanced Manufacturing Schedule**

Science and Technology Projects (including, but not limited to, artificial intelligence, augmented reality, virtual reality, 3D printing, software, nanotechnology, cyber security, semiconductors, information technology, robotics, cloud services, IT software/hardware/connectivity, data storage, big data analytics, and software/ hardware) emerging industries and advanced manufacturing projects (including, but not limited to, the “use of innovative technologies to create existing products and the creation of new products. Advanced manufacturing can also include production activities that depend on information, automation, computation, software, sensing, and networking.) This schedule provides that (i) the initial period shall be fifteen (15) years, and (ii) the percentage of each tax year shall be set forth in the following table:

Tax Year	Percent of Exemption
1	100%
2	100%
3	100%
4	100%
5	100%
6	90%
7	80%
8	70%
9	60%
10	50%
11	40%
12	30%
13	20%
14	10%
15	5%
Year 16 and thereafter	0%

**(3) Ten Year Schedule**

For Projects that qualify for the ten-year schedule, the initial period shall be ten (10) years, and (ii) the percentage of each tax year shall be set forth in the table below. Eligible Projects include, but are not limited to media and communications, healthcare, insurance, recreation, professional office, workforce housing, affordable housing, senior housing, healthcare/assisted living, hotels/lodging, qualifying retail, mixed-use development and tourism facilities.

Tax Year	Percent of Exemption
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%
Year 11 and thereafter	0%

**(4) Adaptive Reuse of Facilities**

Adaptive reuse projects are considered a strategic priority, and therefore will fall into a separate and distinct category. Adaptive reuse projects may include, but are not limited to buildings that are historic, abandoned, underutilized, or need significant environmental remediation.

The Agency will consider the following variables when examining a commercial adaptive reuse project:

- The age of the building
- Barriers to development
- History in the community
- Amount of time the building has been vacant and/or underutilized
- Support of taxing jurisdiction that the structure is located in
- Whether reuse of the building will involve environmental remediation costs
- 

For qualified adaptive reuse projects, the following schedule provides that (i) the initial period shall be fifteen (15) years, and (ii) the percentage of each tax year shall be set forth in the following table:

Tax Year	Percent of Exemption
1	100%
2	95%
3	90%
4	80%
5	75%
6	70%
7	60%
8	55%
9	50%
10	45%
11	40%
12	35%
13	30%
14	20%
15	10%
Year 16 and thereafter	0%

**(5) Qualified Commercial: New Construction**

If the commercial project involves new construction, the initial period shall be ten years with the percentage of exemption set forth in the following table:

Tax Year	Percent of Exemption
1	100%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	10%
Year 11 and thereafter	0%

**(6) Warehousing/Distribution**

For warehousing and distribution projects, the initial period shall be ten (10) years, and (ii) the percentage of each tax year shall be set forth in the table below

Year	Percent of Exemption
1	60%
2	60%
3	60%
4	50%
5	45%
6	40%
7	35%
8	30%
9	20%
10	10%
Year 11 and thereafter	0%

**(7) Solar and Energy Projects**

Solar, eligible wind, energy storage and energy projects will be eligible for a fifteen (15) year PILOT commensurate with New York State's RPTL 487 tax exemption, with fixed PILOT Payments determined by the Agency in its sole discretion. In determining the PILOT Agreement, the Agency, may consider the total amount of power generated, stored, or transmitted by such project and the assessed value of such project.

(F) Reduction for Failure to Achieve Goals: If the Agency's approval of a particular project is predicated upon achievement by the project of certain minimum goals (such as creating and maintaining certain minimum employment levels), the Pilot Agreement may provide for the benefits provided thereby to the project to be reduced or eliminated if, in the sole judgment of the Agency, the project has failed to fulfill such minimum goals. Except as otherwise provided by resolution of the Agency, all real estate Pilot payments are to be paid to the Receiver of Taxes for the Town for distribution to the Affected Tax Jurisdictions. Upon expiration of the Initial Period as aforesaid, the assessment of the project shall revert to a normal assessment (i.e., the project will be assessed as if the project were owned by the Applicant and not by the Agency). Also, any addition to the project shall be assessed normally as aforesaid, unless such



addition shall be approved by the Agency as a separate project following notice and a public hearing as described in Section 859-a of the Act. Other than fixing the Final Assessment for the Initial Period as aforesaid, the general policy of the Agency is to not provide the Applicant and/or project occupant with any abatement, other than abatements allowed under the Real Property Tax Law.

(G) Special District Taxes. As indicated above, the Agency cannot include in any exemption any special assessments and special ad valorem levies, and accordingly these amounts are not subject to abatement by reason of ownership of the Project by the Agency. The Pilot Agreement shall make this clear and shall require that all such amounts be directly paid by the Applicant and/or project occupant. However, Applicants and project occupants should be aware that the courts have ruled that an Agency-sponsored project is also eligible to apply for an exemption from special district taxes pursuant to Section 485-b of the Real Property Tax Law. If an Applicant or project occupant desires to obtain an exemption from special district taxes pursuant to said Section 485-b, it is the responsibility of the Applicant and/or project occupant to apply for same at its sole cost and expense.

(H) Payee. Unless otherwise determined by resolution of the Agency, all Pilot payments payable to an Affected Tax Jurisdiction shall be assessed, billed and collected by the Receiver of Taxes for the Town. Pursuant to Section 874(3) of the Act, such Pilot payments shall be remitted to each Affected Tax Jurisdiction within thirty (30) days of receipt.

(I) Enforcement. An Affected Tax Jurisdiction which has not received a Pilot payment due to it under a Pilot Agreement may exercise its remedies under Section 874(6) of the Act. In addition, such Affected Tax Jurisdiction may petition the Agency to exercise whatever remedies that the Agency may have under the project documents to enforce payment and, if such Affected Tax Jurisdiction indemnifies the Agency and agrees to pay the Agency's costs incurred in connection therewith, the Agency may take action to enforce the Pilot Agreement.

(J) Real Property Appraisals. Since the policy of the Agency stated in subsection (C)(1) is to base the value of a project for payment in lieu of tax purposes on a valuation of such project performed by the respective Assessors, normally a separate real property appraisal is not required. However, the Agency may require the submission of a real property appraisal if (1) the Assessor of any particular Affected Tax Jurisdiction requires one or (2) if the valuation of the project for payment in lieu of tax purposes is based on a value determined by the Applicant or by someone acting on behalf of the Applicant, rather than by an Assessor of an Affected Tax Jurisdiction or by the Agency. In lieu of an appraisal, the Agency may require that an Applicant submit to the Agency and each Assessor a certified enumeration of all project costs. If the Agency requires the submission of a real property appraisal, such appraisal shall be prepared by an independent MAI certified appraiser acceptable to the Agency.

SECTION 9. PROCEDURES FOR DEVIATION. (A) General. In the case where the Agency may determine to deviate from the provisions of this Uniform Tax Exemption Policy pursuant to the provisions of Section 3(C) hereof, the Agency may deviate from the provisions hereof, provided that:

(1) the Agency adopts a resolution (a) setting forth, with respect to the proposed deviation, the amount of the proposed Tax Exemption, the amount and nature of the proposed Pilot, the duration of the proposed Tax Exemption and of the proposed Pilot and whether or not a Tax Exemption of any kind shall be granted, (b) indicating the reasons for the proposed deviation and (c) imposing such terms and conditions thereon as the Agency shall deem just and proper; and

(2) as provided in Section 3(C) hereof, the Agency shall give prior written notice of the proposed deviation from this Uniform Tax Exemption Policy to each Affected Tax Jurisdiction, setting forth therein a general description of the proposed deviation and the reasons therefor.

Whenever possible, the Agency shall give such notice to each Affected Tax Jurisdiction at least thirty (30) days prior to the consideration by the Agency of the final resolution determining to proceed with such proposed deviation from this Uniform Tax Exemption Policy.

(B) Agency-Owned Projects. Where a project (1) constitutes a Non-Applicant Project, (2) is otherwise owned and operated by the Agency or (3) has been acquired by the Agency for its own account after a failure of a project occupant, such project may at the option of the Agency be exempted by the Agency from all taxes, to the extent provided in Section 874(1) and (2) of the Act.

(C) Unusual Projects. Where a project is unusual in nature and requires special considerations related to its successful operations as demonstrated by appropriate evidence presented to the Agency, the Agency may consider the granting of a deviation from the established exemption policy in accordance with the procedures provided in Section 3(B) and Section 8(A) hereof. The Agency may authorize a minimum payment in lieu of tax or such other arrangement as may be appropriate.

SECTION 10. ANNUAL ASSESSMENT POLICY. (A) The Agency shall annually assess the progress of each Project for which bonds or notes remain outstanding, or straight-lease transactions have not terminated, or which continue to receive financial assistance, or are otherwise active toward its achievement of the investment, job retention or creation, or other objectives of the active Project indicated in the active Project's application for financial assistance, or otherwise considered by the Agency in its approval of the active Project.

- (1). Field Reports — To perform its assessments, the Agency shall at least annually solicit information from each active Project's representatives regarding investment, job retention or creation or other objectives of each active Project and such additional information as the Agency may find helpful in its assessment or which is required for the Agency to meet its reporting requirements under the Act. The Annual Project Information shall consist of information for the period of January 1 through December 31, except that the period for the first year of an active Project shall be the date of closing through December 31.
- (2). Remediation — As part of its collection of annual Project information, staff may perform random or annual site visits of active Projects. Staff shall review the annual Project information of each active Project for completeness and, if necessary, communicate with an active Project's representatives to obtain any necessary information not initially provided. If the annual Project information demonstrates that an active Project has not met its goals, Agency staff shall meet with active Project's representatives to assess Project performance and its ability to fulfill the original Project goals (a "Project Evaluation Meeting").
- (3). Project Assessment Reporting — Using the annual Project information and the findings from the Project Evaluation Meeting, if any, a written assessment shall be completed for each active Project by staff. An assessment for each active Project shall be provided annually to each member of the Agency. Each such assessment shall be completed no later than March 31 in order for the Agency to comply with its annual reporting requirements under the Act and the New York State Public Authorities Law.

SECTION 11. SUSPENSION, DISCONTINUATION, RECAPTURE OR TERMINATION OF BENEFITS POLICY. (A) The Agency has adopted this Suspension, Discontinuation or Recapture of Benefits Policy (the "Policy") in accordance with the Act and any other applicable law.

(B). Mandatory Recapture of the New York State Portion of Sales Tax — The Agency shall recapture from Applicants New York State sales tax benefits, in accordance with the provisions of the General Municipal Law, from Projects that utilized State sales tax exemptions:

- To which the Project was not entitled;
- In excess of the amounts authorized by the Agency;
- For property or services not authorized by the Agency; and/or
- For a Project that has failed to comply with a material term or condition to use the property or services in the manner required by any of the Project documents between the Applicant and the Agency.

Each of the foregoing four events are hereinafter referred to as a “State-Mandated Recapture Event”. The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a State-Mandated Recapture Event has occurred.

(C). The approving resolution(s) and Project documents granting financial assistance in the form of State sales tax exemption benefits shall include the terms and conditions of the foregoing mandatory recapture provision. Within thirty (30) days of the recapture, the recapture amount shall be remitted to the New York State Department of Taxation and Finance. Such remittances shall include any penalties and interest imposed by the Agency. The failure to pay over such amounts to the Agency shall be grounds for the New York State Tax Commissioner to assess and determine State sales taxes due from the Applicant under article twenty-eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

(D). In order to effectuate the recapture of New York State sales tax benefits the Agency shall:

- Keep records of the New York State and local sales tax exemptions provided to each Project, with such records available to the New York State Tax Commissioner upon request.
- Report within thirty days of providing any financial assistance in the form of a sales tax exemption, the Project, the estimated amount of the exemption and other information as may be required by the New York State Tax Commissioner (Form ST-60).
- The Agency shall file an annual report with the New York State Tax Commissioner detailing its terms and conditions and its activities in recapturing any unauthorized New York State sales tax exemptions.

SECTION 12. SUSPENSION, DISCONTINUATION, RECAPTURE OR TERMINATION OF OTHER FORMS OF FINANCIAL ASSISTANCE. (A) With respect to all financial assistance other than the State portion of sales tax exemptions, the Agency shall have the right to suspend, discontinue, recapture, or terminate some or all of the financial assistance if:

- The Project utilized local sales tax exemptions for which it was not entitled, such exemptions were in excess of the amounts authorized by the Agency, and/or such exemptions were for property or services not authorized by the Agency (each, a “Local Sales Tax Benefit Violation”);
- The Applicant, upon completion of the Project, fails to reach and maintain at least 85 percent of its employment requirements for job creation and/or retention (“Job Deficit”);
- The total investment actually made with respect to the Project at the Project’s completion date is less than 85 percent of its investment requirement (“Investment Deficit”);
- The Applicant fails to provide annually to the Agency certain information to confirm that the Project is achieving the investment, job retention, job creation, and other objectives of the Project (“Reporting Failure”); or

- There otherwise occurs any event of default under any Project document (each, an “Event of Default”) or a material violation of the terms and conditions of any Project document (a “Material Violation”).

(B). The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether a Local Sales Tax Benefit Violation, Job Deficit, Investment Deficit, Reporting Failure, Event of Default, or Material Violation (each a “Noncompliance Event”) has occurred. Notwithstanding the foregoing, the Agency may determine whether an Event of Default has occurred pursuant to any Project document in accordance with the terms of the Project document. Prior to determining that a Noncompliance Event has occurred, the Agency may give the Applicant notice of its intent to make such determination and request the Applicant to submit a written response within 30 days for consideration.

(C). At the time of any Noncompliance Event, the Agency shall determine by resolution whether to exercise its right to suspend, discontinue, recapture, or terminate all or any portion of the financial assistance provided to a Project, and shall consider the following in making its determination:

- Whether the Applicant has proceeded in good faith;
- Whether the Project has not performed as required due to economic issues, changes in market conditions, or adverse events beyond the control of the Applicant;
- Whether the enforcement by the Agency of its right to suspend, discontinue, recapture, or terminate all or any portion of financial assistance would create a more adverse situation for the Applicant, such as the Applicant going out of business or declaring bankruptcy, which would not occur if the Agency’s rights were not exercised;
- Whether the enforcement by the Agency of its right to suspend, discontinue, recapture, or terminate all or any portion of financial assistance would create an adverse situation for the residents of Orange County; or
- Such other criteria as the Agency shall determine is a relevant factor in connection with any decision regarding the exercise of its right to suspend, discontinue, recapture, or terminate all or any portion of financial assistance.

(D). The Agency shall document its evaluation of the above criteria and based upon its evaluation, the Agency shall determine, at its sole discretion, whether to suspend, discontinue, recapture, or terminate all or any portion of the financial assistance. The determination shall provide terms, if any, by which a Applicant may remedy any Noncompliance Event upon which the determination was based. The Applicant must submit written documentation to the Agency covering compliance with all terms and conditions of the determination in order for the Agency to consider whether to resume financial assistance to the Applicant (which will be at the Agency’s sole discretion).

(E). The Project agreement entered into between the Agency and the Applicant (the “Project Agreement”) shall include the terms and conditions of the foregoing provisions. The Agency shall also include in the Project Agreement a requirement that the Applicant comply with the Agency’s right to suspend, discontinue, recapture, or terminate financial assistance and that the Applicant shall repay all or a portion of the financial assistance granted by the Agency to the Applicant pursuant to any Determination.

(F). Any such amount constituting recovered or recouped tax exemptions shall be distributed to the appropriate affected tax jurisdictions, unless agreed to otherwise by any local taxing jurisdiction.

(G). Except as otherwise provided by the General Municipal Law, the recapture period will be the longer of: (1) the term of the Lease Agreement; or (2) five years following the Project’s completion date. A Project will remain “active” for purposes of Section 874(12) of General Municipal Law and the Agency’s Annual Assessment Policy during the term of the Project Agreement.

SECTION 13. ANNUAL REVIEW OF POLICY. At least annually, in accordance with the Act, the Agency shall review this Uniform Tax Exemption Policy to determine relevance, compliance with law, effectiveness, and shall adopt any modifications or changes that it shall deem appropriate. The Executive Director shall be responsible for conducting an annual review of this tax exemption policy and for an evaluation of the internal control structure established to ensure compliance with the tax exemption policy, which review shall be submitted to the Agency for consideration by the Agency.

DATED: MONTGOMERY, NEW YORK  
Tuesday, April 11 2023



1 4/11/2023 - Milk Factory, LLC - Public Hearing

2 STATE OF NEW YORK

3

4 In the Matter of MILK FACTORY, LLC  
5 Application to the Montgomery I.D.A.

6

7

PUBLIC HEARING

8

DATE: April 11, 2023

9

TIME: 1:37 p.m. to 1:40 p.m.

10

LOCATION: Montgomery Town Hall

11

Industrial Development Agency

12

110 Bracken Road

13

Montgomery, New York

14

BEFORE: CHAIRMAN JEFFREY D. CRIST

15

16 ALSO PRESENT:

17

JOHN DICKSON, Vice Chair

ROBERT SANTO, Board Member

18

FELICIA KALAN, Board Member/Director

J. THOMAS JONES, Board Member

19

GEORGE DECLUE, Board Member

MATTHEW P. STODDARD, Board Member/ Treasurer

20

ASHLEY W. TORRE, Agency Counsel

21

22

23 Reported by Danielle Christian

24

25

1 4/11/2023 - Milk Factory, LLC - Public Hearing

2 (The meeting commenced at 1:37 p.m.)

3 THE REPORTER: All set.

4 CHAIRMAN CRIST: Okay. I'd like to  
5 reconvene the Milk Factory L.L.C. project for today.  
6 We had picked this date to reconvene it. It's been  
7 previously opened.

8 Any comments or -- do you have any  
9 updates on this one?

10 MS. KALAN: So I did speak with Noah  
11 today. They just were at the planning board  
12 yesterday and they did receive SHPO comments back,  
13 which that was the holdup, prior.

14 CHAIRMAN CRIST: Okay.

15 MS. KALAN: They are having -- they  
16 might have to have a potential sound study because  
17 their neighbor, Shanti Mandir, have expressed some  
18 concerns about events that would be held there. So  
19 that could hold up the process a little bit, as well.

20 And they -- they're just kind of  
21 waiting on some comments. So I would think that,  
22 from -- from my conversation with him, everything  
23 with planning board will most likely be wrapped up  
24 the day before our meeting in May. I think it's May  
25 8th. So that's kind of the timeline. But he --



1           4/11/2023 - Milk Factory, LLC - Public Hearing  
2           they're not here today to -- to speak, but those are  
3           the updates.

4                   CHAIRMAN CRIST: Did he say when he  
5           would like us to reconvene this public hearing after  
6           today because, clearly, we're not going to close it  
7           today.

8                   MS. KALAN: Right. I would say May.  
9           That May meeting could be the last --

10                   CHAIRMAN CRIST: Okay.

11                   MS. KALAN: -- the last one.

12                   CHAIRMAN CRIST: Next month?

13                   MS. KALAN: Yeah.

14                   CHAIRMAN CRIST: Okay. Any comments  
15           on this project, Board? I think we're all familiar  
16           with it. A number of us visited the site and there's  
17           things to be determined yet in the approval process  
18           before we can take action. And I think we need to  
19           keep the public hearing open during this process.

20                   Anybody from the public to speak to  
21           the public hearing of the Milk Factory? Seeing none,  
22           I would suggest we adjourn the public hearing for  
23           today with the reconvening on -- is it May 11th? No.  
24           It's not May 11th.

25                   UNIDENTIFIED FEMALE: May 9th.

1 4/11/2023 - Milk Factory, LLC - Public Hearing

2 MS. KALAN: May 9th.

3 CHAIRMAN CRIST: May 9th. I'm sorry.

4 I should write that down. May 9th, one o'clock, or

5 shortly thereafter as is appropriate. And we would -

6 - I would ask for a motion on that.

7 MR. DICKSON: I'll make that motion.

8 CHAIRMAN CRIST: By John. Second?

9 MR. DECLUE: I'll second.

10 CHAIRMAN CRIST: By George. Thank

11 you. And a roll call vote. John, how do you vote?

12 MR. DICKSON: Aye.

13 CHAIRMAN CRIST: John is in favor.

14 Matt?

15 MR. STODDARD: Aye.

16 CHAIRMAN CRIST: I'm in favor, Jeff?

17 MR. JONES: Aye.

18 CHAIRMAN CRIST: Tom. George?

19 MR. DECLUE: Aye.

20 CHAIRMAN CRIST: Bob?

21 MR. SANTO: Aye.

22 CHAIRMAN CRIST: We have six in favor,

23 nobody opposed. That motion carries and we'll

24 reconvene on May 9th.

25 Okay. Do I need to wait this time?

1 4/11/2023 - Milk Factory, LLC - Public Hearing

2 THE REPORTER: Let's go off.

3 CHAIRMAN CRIST: That's fine. Yeah.

4 (The meeting concluded at 1:40 p.m.)

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1           4/11/2023 - Milk Factory, LLC - Public Hearing

2       STATE OF NEW YORK

3       I, DANIELLE CHRISTIAN, do hereby certify that the  
4       foregoing was reported by me, in the cause, at the time  
5       and place, as stated in the caption hereto, at Page 8  
6       hereof; that the foregoing typewritten transcription  
7       consisting of pages 8 through 12, is a true record of all  
8       proceedings had at the hearing.

9                        IN WITNESS WHEREOF, I have hereunto  
10       subscribed my name, this the 17th day of April, 2023.

11

12       DANIELLE CHRISTIAN, reporter

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1 4/11/2023 - KCE NY 2 - Public Hearing

2 STATE OF NEW YORK

3  
4 In the Matter of KCE NY 2, LLC  
5 Application to the Montgomery I.D.A.

6  
7 PUBLIC HEARING

8 DATE: April 11, 2023

9 TIME: 1:25 p.m. to 1:37 p.m.

10 LOCATION: Montgomery Town Hall

11 Industrial Development Agency

12 110 Bracken Road

13 Montgomery, New York

14 BEFORE: CHAIRMAN JEFFREY D. CRIST

15  
16 ALSO PRESENT:

17 JOHN DICKSON, Vice Chair

18 ROBERT SANTO, Board Member

FELICIA KALAN, Board Member/Director

19 J. THOMAS JONES, Board Member

GEORGE DECLUE, Board Member

20 MATTHEW STODDARD, Board Member/Treasurer

MIKE CARELLA, Key Capture

21 ASHLEY TORRE, Agency Counsel

22  
23 Reported by Danielle Christian

24

25



1 4/11/2023 - KCE NY 2 - Public Hearing

2 (The meeting commenced at 1:25  
3 p.m.)

4 CHAIRMAN CRIST: I'd like to  
5 convene -- reconvene the public hearing for K.C.E.  
6 New York II, L.L.C. That's the battery energy  
7 storage project that's been in the hearing process  
8 for a few months now.

9 I welcome Mike to the stage with  
10 any updates. If you would, Mike?

11 MR. CARELLA: Sure. Thank you.  
12 Do I need to do my name and spell it?

13 THE REPORTER: I got it.

14 MR. CARELLA: You got it.

15 Okay. Not much has changed on  
16 our end. The last time I was here, I think I  
17 informed the Board that we are taking into account  
18 some of the concerns that we've heard from the  
19 community and we're -- we're looking at potentially  
20 redesigns to help kind of allay those concerns. But  
21 unfortunately, that process has taken a little longer  
22 than expected. So I don't -- I don't have much of an  
23 update beyond that.

24 CHAIRMAN CRIST: And any change  
25 in your planning board process?

1 4/11/2023 - KCE NY 2 - Public Hearing

2 MR. CARELLA: Not yet. No.

3 CHAIRMAN CRIST: Okay.

4 MR. CARELLA: No. The -- we're  
5 -- we're still evaluating all possibilities. And  
6 once we get to a new project layout, we're going to  
7 be moving forward, you know, at -- in -- you know, in  
8 parallel with this Board, as well as the planning  
9 board, zoning board, so yes.

10 But when -- of course, that  
11 hasn't happened just yet. So we're still -- still  
12 getting to that point.

13 CHAIRMAN CRIST: Okay. Any  
14 questions from the Board? I'm not sure anyone's here  
15 from the public to speak. But I'll double check here  
16 in a few moments.

17 Did you have anything you wanted  
18 to check in on, Tom?

19 MR. JONES: I -- should we just  
20 ask about the analysis?

21 CHAIRMAN CRIST: Yes.

22 MR. JONES: All right. Just  
23 curious, if -- and one of the things I'm personally  
24 -- I'm not representing anyone else on the Board. I  
25 just want to make sure I really understand is the

1                   4/11/2023 - KCE NY 2 - Public Hearing  
2                   direct community benefits that are being created by  
3                   the project. It's really important to me to be able  
4                   to endorse the project itself.

5                                   One of the things that we're  
6                   trying to figure out is how and when we'd be able to  
7                   identify the energy benefit the Town of Montgomery  
8                   will get. We understand that there's no  
9                   (unintelligible) energy for Montgomery and what have  
10                  you. Do you have any analytics that depicts the --  
11                  essentially, the amount of brownouts as an example  
12                  that the Town of Montgomery may experience on an  
13                  annual basis and what this project will do to reduce  
14                  that amount, by what percentage, going forward?

15                                   And you don't have to have an  
16                  answer now, but is -- is that something that can be  
17                  analyzed?

18                                   MR. CARELLA: So we wouldn't have  
19                  that information. That would be Central Hudson, I  
20                  think, that would be -- and we could try. I mean, I  
21                  can try and get that information. But I don't -- I  
22                  don't have it now, I'll say.

23                                   MR. JONES: I wouldn't expect you  
24                  to.

25                                   MR. CARELLA: Yeah. I mean,

1                   4/11/2023 - KCE NY 2 - Public Hearing  
2                   overall, what these -- what energy storage assets  
3                   will do on the grid is help with resiliency and  
4                   reliability. In general, getting -- you know, there  
5                   is a lot of factors that go into what that means and  
6                   how that is actually played out over the course of  
7                   the lifetime of the system.

8                                   So yeah, I could -- I could work  
9                   on something. I just don't know -- I -- I don't know  
10                  if I'd be able to get information and, even if we did  
11                  have it, how we could really pinpoint and actually  
12                  say something definitively that this project would  
13                  avert, as opposed to the status quo.

14                                  I -- I'd just also like to say  
15                  that, you know, in addition to the resiliency and  
16                  reliability benefit, you know, and the -- the overall  
17                  electric benefit that the project will help  
18                  Montgomery with and the broader New York grid, there  
19                  is the PILOT, which you know, is -- is there and host  
20                  community agreement, which will go, you know,  
21                  directly to Town of Montgomery.

22                                  So those two are -- I would also  
23                  say are a benefit. So I don't know if that could,  
24                  you know, be layered in on top of the community  
25                  benefit analysis.

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2 MR. JONES: I don't know if the  
3 PILOT, I would consider a benefit to the Town. I  
4 understand the PILOT payments coming in, but taxes  
5 are also. So, you know, I think the C.B.A. would be  
6 something definitely to factor in. But just looking  
7 for that additional piece, since it's low -- little  
8 job creation and low job retention, like those are  
9 things that we typically see with the projects coming  
10 through, the adaptive reuse is bringing an asset back  
11 to life. So really trying to find that angle that  
12 strengthens that.

13 So if you have those analytics,  
14 you can find them, I think we'd just be -- at least  
15 for me beneficial. I think it would be in  
16 conversations people are having around their  
17 experiences running businesses here and what happens  
18 when the brownout does happen or blackout happens.  
19 In theory, it should work; right?

20 MR. CARELLA: Understood, yeah.

21 MR. JONES: Yeah.

22 MR. CARELLA: Yeah -- yeah --  
23 yeah.

24 MR. JONES: But that's just me.

25 MR. CARELLA: I -- I would just

1                   4/11/2023 - KCE NY 2 - Public Hearing  
2                   say, you know, the -- as the New York grid starts to  
3                   chain and -- change and there's more renewables, the  
4                   importance of energy storage is going to grow. So,  
5                   you know, it might not even be something looking at  
6                   today at how this would affect the grid today, but  
7                   five or ten years down the line, which is a little  
8                   bit more difficult to forecast. But we can -- you  
9                   know, I -- I can try and put something together right  
10                  here.

11                                   MR. JONES: The projections,  
12                   yeah.

13                                   MR. CARELLA: Yeah -- yeah.  
14                   Absolutely. I mean there are -- yeah. And that  
15                   they're out there for sure.

16                                   MR. JONES: Assumptions, yeah.

17                                   MR. CARELLA: Yeah.

18                                   CHAIRMAN CRIST: You good?

19                                   MR. JONES: Okay. Yeah.

20                                   CHAIRMAN CRIST: Anybody else?

21                                   MR. JONES: I'm good.

22                                   CHAIRMAN CRIST: Could I just ask  
23                   you a couple of things, Mike? On the brownouts, is  
24                   this such a smooth support for the grid that it  
25                   eliminates any potential computer hiccups that you

1 4/11/2023 - KCE NY 2 - Public Hearing

2 might have with a brownout?

3 MR. CARELLA: Well, yes. So  
4 energy storage is going to be the fastest-responding  
5 asset on the grid. It's a -- you know, it'll respond  
6 within a millisecond. So --.

7 CHAIRMAN CRIST: Oh. Quicker  
8 than a generator starting up?

9 MR. JONES: Quicker than a  
10 generator, yeah. Absolutely.

11 CHAIRMAN CRIST: Uh-huh.

12 MR. JONES: So you know, as far  
13 as like you know, any -- you know, certainly any  
14 small fluctuation in frequency, voltage, whatever it  
15 may be on the grid, it can help to address that  
16 faster than any other technology out there.

17 CHAIRMAN CRIST: Uh-huh. Right.  
18 I know for my business that -- that the stuff is very  
19 sensitive to that type of thing. Sometimes you don't  
20 even know anything happened and you got something  
21 burned up in your computer system, so. Or -- or it  
22 just has to be restarted or whatever. So that's --  
23 that's interesting.

24 Can you speak -- it's not  
25 something our PILOTs or tax abatements require, but

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2                   as Tom mentioned, the community benefit agreements  
3                   are a positive to the community and can factor into  
4                   our evaluation of cost-benefit analysis. Can -- can  
5                   you update us where you're at on negotiations and who  
6                   that's with?

7                                   MR. CARELLA: We -- so I know  
8                   we've talked, Felicia and I, directly about this.  
9                   And we were going to meet with Supervisor Feller. We  
10                  haven't had that meeting just yet just because we've  
11                  kind in a -- you know, state of pause here for a  
12                  second. But we're -- we're certainly open and ready  
13                  to have that meeting at any point.

14                                  CHAIRMAN CRIST: Okay.

15                                  MR. CARELLA: And in a -- I mean,  
16                  you know, again, it is something that we're fully on-  
17                  board with and, you know, ready to -- as soon as the  
18                  Town is ready to sign, we're -- we're ready to sign.

19                                  CHAIRMAN CRIST: Uh-huh.

20                                  MS. KALAN: I was just going to  
21                  add all the Board members have a draft copy of the  
22                  host community agreement.

23                                  CHAIRMAN CRIST: Oh, thank you.

24                  Thank you.

25                                  MS. KALAN: And it says five



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2                   hundred dollars a year per megawatt, if I -- if my  
3                   memory serves me correctly. And since the project  
4                   might be undergoing some changes, we can't really  
5                   sign anything because we're waiting to kind of see  
6                   where the -- the project megawatt would fall, so.  
7                   But we can certainly start to have those  
8                   conversations with Supervisor Feller.

9   So yeah, everybody has a copy.  
10                   I'll make sure the supervisor has a copy, as well.  
11                   And this was when Brian was still here, we had  
12                   several conversations on this, as well, so.

13   CHAIRMAN CRIST: And that's  
14                   signed by, presumably, the supervisor and at the  
15                   discretion of the town board I would think?

16   MR. CARELLA: Yeah. Normally,  
17                   yes.

18   CHAIRMAN CRIST: And I don't know  
19                   if it says it in here, but it's our understanding  
20                   that some of these funds would be shared with the  
21                   school district?

22   MR. CARELLA: Yes. Yeah.  
23                   Exactly. I mean, we hear -- you know, we understand  
24                   that school district -- I know I didn't speak before.  
25                   But I -- you know, hearing what you're -- what you're

1                   4/11/2023 - KCE NY 2 - Public Hearing  
2                   talking about before that the change in the -- in the  
3                   tax cap calculation, which I think is what their  
4                   concern is, which has an effect on the first and last  
5                   year of PILOT.

6                                   We're -- we're certainly for  
7                   doing anything we can to help lighten that impact for  
8                   them. I mean, I'll be going -- personally, be going  
9                   to lobby, beginning of May, with other renewable  
10                  energy and energy storage companies for the change of  
11                  that law, the -- the two laws that you had mentioned.

12                                   CHAIRMAN CRIST: Uh-huh.

13                                   MR. CARELLA: So -- but with  
14                  regard to the host community agreement, you know,  
15                  anything that -- that you know, we can do to help,  
16                  you know, understanding that there is this impact  
17                  that the school has and, you know, and kind of an  
18                  aversion to PILOTs, we want to work with them in any  
19                  way possible to help limit that -- that negative  
20                  impact.

21                                   CHAIRMAN CRIST: Thank you.

22                                   I'll open up the public hearing  
23                  to public input if there is any for the battery  
24                  energy storage project, K.C.E. Any comments for this  
25                  project?

1 4/11/2023 - KCE NY 2 - Public Hearing

2 Not hearing or seeing any,  
3 anything else from the Board on this project today?  
4 We certainly will need to keep the public hearing  
5 open. Any thoughts? Should we go two months?

6 MR. CARELLA: Yeah, that sounds  
7 -- that sounds about right.

8 CHAIRMAN CRIST: Next -- next  
9 month is a little soon, I would think.

10 MR. CARELLA: Yeah. No -- no.  
11 Soon -- yeah, I would say two months is -- is a good  
12 -- good marker.

13 CHAIRMAN CRIST: Because Ashley,  
14 we would need to pick a date because we don't want to  
15 close it. We can --.

16 MS. TORRE: Yes. We should  
17 adjourn to a date certain.

18 CHAIRMAN CRIST: Okay. Do you  
19 have the June meeting date? I think -- oh, I might  
20 have it.

21 MS. KALAN: Hold on one second.

22 CHAIRMAN CRIST: Does anyone have  
23 a comment? We -- I'm showing June 13th, our monthly  
24 meeting for June, at this point. Does that make  
25 sense?

1 4/11/2023 - KCE NY 2 - Public Hearing

2 MR. JONES: Yeah, makes sense.

3 CHAIRMAN CRIST: And we should  
4 take a vote on that, I presume. How we should we  
5 word the --?

6 MS. TORRE: Moving to adjourn the  
7 public hearing on the K.C.E. project to reconvene on  
8 June 13th at one p.m.

9 CHAIRMAN CRIST: Would anyone  
10 care to make that motion? Bob? Second by George.  
11 And roll call on that probably.

12 John, how do you vote?

13 MR. DICKSON: Aye.

14 CHAIRMAN CRIST: John is in  
15 favor. Matt?

16 MR. STODDARD: Aye.

17 CHAIRMAN CRIST: I'm in favor,  
18 Jeff.

19 MR. SANTO: Aye.

20 CHAIRMAN CRIST: Bob is in favor.  
21 George?

22 MR. DECLUE: Aye.

23 CHAIRMAN CRIST: Tom. Six in  
24 favor. Nobody against. The motion carried. We'll  
25 reconvene on June 13th shortly after one o'clock.

1 4/11/2023 - KCE NY 2 - Public Hearing

2 Thank you.

3 MR. CARELLA: Thank you.

4 (The meeting concluded at 1:37

5 p.m.)

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1 4/11/2023 - KCE NY 2 - Public Hearing

2 STATE OF NEW YORK

3 I, DANIELLE CHRISTIAN, do hereby certify that the  
4 foregoing was reported by me, in the cause, at the time  
5 and place, as stated in the caption hereto, at Page 17  
6 hereof; that the foregoing typewritten transcription  
7 consisting of pages 17 through 30, is a true record of all  
8 proceedings had at the hearing.

9 IN WITNESS WHEREOF, I have hereunto  
10 subscribed my name, this the 17th day of April, 2023.

11

12 DANIELLE CHRISTIAN, Reporter

13

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April 5, 2023

Town of Montgomery Industrial Development Agency

110 Bracken Road

Montgomery, NY 12549

Dear IDA Board:

It is our pleasure to submit to the Montgomery Industrial Development Agency the application for financial assistance for the Hudson Valley Country Club / dba Osiris Country Club. We are excited to submit this request and believe the project can be transformative for both the Town and County by re-establishing Osiris Country Club as a premier golf and social destination.

As you will see within the application, HVCC envisions a multi-phased project that not only recognizes the rich history of the Osiris Country Club since its founding in 1927, but will enhance the site to be both an outstanding facility for local residents, and a significant tourism venue for the region and beyond.

Our vision for the site, on both an immediate and long-term level, is for it to become an economic driver in job creation and a generator of local, county and state sales revenues, and as an attraction vehicle that will complement and support – both directly and indirectly – the local area's varied tourism and retail attractions.

The multi-phase nature of the project – in broadest terms – involves the following:

Phase 1:

- Immediate investment in bringing the existing golf course, clubhouse and other facilities to a level that will stabilize and grow membership that will be the equal of other regional private golf clubs.
- Restore the Clubhouse banquet room as an attractive event venue.
- Repair and renovate the water supply pumphouse.
- Re-establish the facility as a prime location for both local and regional golf tournaments.

Phase 2:

- Construct golf operations support facilities; including a new maintenance facility, cart storage facility, and pro shop/halfway house/multiple golf simulators.
- Restore the golf course to the original 1927 design by rebuilding holes 3, 4 and 7.
- Continue the enhancement of the entire golf course to a premier level that will bring it on par with the finest golf facilities in the Tri-State region.
- Create a lakeside beach recreational and event area.

Phase 3:

- Construct a 5-star boutique hotel on the facilities' adjacent 50-acre parcel, featuring indoor/outdoor pool, restaurant(s) and tennis facilities.
- Construct a destination spa and catering venue as part of the hotel accommodations.
- Restructure the original clubhouse to a superior restaurant/private event venue.
- Construct 24 stand-alone villas/cabins for members and guests for special events.

Our request to the Montgomery IDA is to consider a multi-phase project that would receive an initial overall inducement approval, with specific authorization approval (and allocation of specific-use benefits) as each phase is initiated and receives the necessary municipal site approvals.

Doing so would:

1. provide the IDA the ability to allocate its incentives as the project progresses while maintaining control of the incentives over a multi-phase, multi-year process;
2. Benefit the applicant by (a) having the surety of incentives (via the initial broad inducement), (b) "right-sizing" the actual benefits provided as construction plans are confirmed, and (c) maintaining an equitable fee-to-benefit-received timeframe.

Overall, creating a phased benefit allocation acknowledges the uncertain timing of the municipal approval process and other economic factors and ultimately allows for a flexibility that is in the interests of the IDA, town and applicant. In short, a multi-phase approach allows the IDA on-going control of its incentives and ensures that both the Agency and the applicant continue to work closely together on a broad project that may, in fact, grow beyond the original scope.

In addition, we would ask the IDA to consider implementing a project specific PILOT that would also be implemented as the phases are initiated and completed. We propose a PILOT that would establish an original baseline, and structure a pre-determined formula as newly-tax assessable facilities are completed.

Because the project is being privately financed by the owner, incentives are key to its feasibility. The IDA's approval of the incentives requested will enable the project to go forward as envisioned while giving the Agency the oversight so crucial to a successful private/public relationship.

Our commitment to the project and the community is firm. We ask that the Montgomery IDA consider our proposed project/incentive structure and look forward to continuing the discussion as we proceed through the Agency's approval process.

We are available as needed to discuss our project and your thoughts. The entire Hudson Valley CC/Osiris Country Club team thanks you for your consideration.

Regards,



Raja Amar

**TOWN OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY**

**APPLICATION**

-----  
IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financial assistance from the Town of Montgomery Industrial Development Agency. These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.  
-----

TO: Town of Montgomery Industrial Development Agency  
110 Bracken Road  
Montgomery, New York 12549  
Attention: Chief Executive Officer

This application by applicant respectfully states:

APPLICANT: **Hudson Valley Country Club, dba Osiris Country Club**

APPLICANT'S STREET ADDRESS: 110 Country Club Road

CITY: Walden STATE: NY ZIP CODE: 12586

PHONE NO.: 845-778-4653 E-MAIL: dfusco@hvccny.com

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION: **Raja Amar, Steven Porath, David Fusco**

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF FIRM: n/a

NAME OF ATTORNEY: \_\_\_\_\_

ATTORNEY'S STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ E- \_\_\_\_\_  
MAIL: \_\_\_\_\_

-----  
NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 BEFORE FILLING OUT THIS APPLICATION.  
-----

INSTRUCTIONS

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. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.
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.
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 to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (if applicable, such expenses may be paid out of proceeds of any bonds issued by the Agency to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel/special counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project, and if applicable included as a part of any resultant bond issue.
9. The Agency has established an application fee of Five Hundred Dollars (\$500) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION 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.

FOR AGENCY USE ONLY

1. Project Number	
2. Date application received by Agency	, 20
3. Date application referred to attorney for review	, 20
4. Date copy of application mailed to members	, 20
5. Date notice of Agency meeting on application posted	, 20
6. Date notice of Agency meeting on application mailed	, 20
7. Date of Agency meeting on application	, 20
8. Date notice of public hearing on application posted	, 20
9. Date notice of public hearing on application mailed	, 20
10. Date notice of public hearing on application published	, 20
11. Date public hearing conducted	, 20
12. Date Environmental Assessment Form ("EAF") received	, 20
13. Date Agency completed environmental review	, 20
14. Date of final approval of application	, 20

AGENCY FEE SCHEDULE INFORMATION

1. APPLICATION FEE: \$500.00 (Non-refundable)

2. AGENCY FEE:

- (a)  $\frac{3}{4}$  of 1% of the first \$2,000,000 of Total Project Costs
- (b)  $\frac{1}{2}$  of 1% of the remaining Total Project Cost

3. AGENCY COUNSEL FEE:

- (a) An initial escrow fee of \$5,000 is required to be remitted to the Agency, to be used for Agency Counsel's work and advice to the Agency concerning the Application. All attorney fees and disbursements charged to this escrow will be supported by an invoice detailing the description of the work, the time spent, and disbursements made. Such invoices are subject to audit by the Agency. If the

amount of this escrow falls below 50% of the initial escrow amount, the Applicant must replenish the escrow to the full \$5,000.00. If the escrow is not replenished when requested by the Agency, the Agency may suspend further action on the Application until replenishment has occurred. All escrowed monies unused at the end of the Application process shall be returned to the Applicant.

### SUMMARY OF PROJECT

**Applicant: Hudson Valley Country Club LLC, dba Osiris Country Club**

**Contact Person: David Fusco, General Manager**

**Phone Number: 914-318-5523**

**Occupant:**

**Project Location: 110 Country Club Rd., Walden, NY 12586**

**Approximate Size of Project Site: \$75,000,000 (est.)**

**Description of Project: The acquisition, renovation and expansion of an historic golf facility in the Town of Montgomery. The project will entail the restoration of the original year 1927 (est.) golf course, renovation of the Clubhouse, construction of new golf service and maintenance facilities, establishment of both restaurant and event venues, construction of a 100-room boutique hotel, spa and event facilities, and construction of 24 guest villas/cabins.**

Type of Project:       Manufacturing     Warehouse/Distribution  
                                  Commercial     Not-For-Profit  
                                  Other-Specify

Employment Impact:  
Existing Jobs: 1 full-time

New Jobs: Phase 1: 8 FT, 2 PT; Phase 2: 11 FT, 5 PT;  
Phase 3: 76 FT, 20 PT: TOTAL: 122 new jobs  
created.

Project Cost: \$75 million (est.) \_\_\_\_\_

Type of Financing:       Tax-Exempt                                       Taxable                                       Straight Lease

Amount of Bonds Requested: \$ N/A \_\_\_\_\_

Estimated Value of Tax-Exemptions:

N.Y.S. Sales and Compensating Use Tax: \$3,487,500 (\$45M X 7.75%)

Mortgage Recording Taxes: \$ TBD

Real Property Tax Exemptions: \$ TBD

Other (please specify): \$ n/a

Provide estimates for the following:

Number of Full Time Employees at the Project Site before IDA Status: 1  
Estimate of Jobs to be Created: 122  
Estimate of Jobs to be Retained: 1  
Average Estimated Annual Salary of Jobs to be Created: \$50,000  
Annualized Salary Range of Jobs to be Created: \$48K - \$150K  
Estimated Average Annual Salary of Jobs to be Retained: \$40K

I. INFORMATION CONCERNING THE PROPOSED OCCUPANT OF THE PROJECT (HEREINAFTER, THE "COMPANY").

A. Identity of Company:

1. Company Name: **Hudson Valley Country Club NY LLC, d/b/a Osiris Country Club**

Present Address: **110 Country Club Rd, Walden, NY**

Zip Code: **12586**

Employer's ID No.: **92-2494984**

2. If the Company differs from the Applicant, give details of relationship:

**N/a**

3. Indicate type of business organization of Company:

a.      Corporation (If so, incorporated in what country? What State?     ; Date Incorporated?      Type of Corporation?      Authorized to do business in New York? Yes     ; No     ).

b.      Partnership (If so, indicate type of partnership     , Number of general partners     , Number of limited partners     ).

c.   x   Limited liability company (If so, formed in what state?   NY  , Number of Members?   2  , Date formed?  2023 , Authorized to do business in New York State? Yes  x  No   ).

d. \_\_\_\_\_ Sole proprietorship.

4. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship:  
No

B. Management of Company:

1. List all owners, officers, members, directors and partners (complete all columns for each person):

NAME (First, Middle, Last) HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
<b>Raja and Manju Amar 8 Sgt. Schwartz Dr., Stony Point, NY 10980</b>	<b>Owners</b>	<b>N/A</b>

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes \_\_\_\_; No x.

3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes \_\_\_\_; No x.

4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes \_\_\_\_; No x. (If yes to any of the foregoing, furnish details in a separate attachment).

5. If the answer to any of questions 2 through 4 is yes, please, furnish details in a separate attachment.

C. Principal Owners of Company:

1. Principal owners of Company: Is Company publicly held? Yes \_\_\_\_; No x.  
If yes, list exchanges where stock traded:

2. If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING
n/a		

D. Company's Principal Bank(s) of account: **M&T**

II. DATA REGARDING PROPOSED PROJECT

A. Summary: (Please provide a brief narrative description of the Project.)  
**The project involves a multi-phase, multi-year approach that will (1) establish the golf facility and related operations as a premier regional private golf club that will rival the finest private clubs in the region; (2) create a superior banquet (and other event) venue; (3) Construct a unique boutique hotel/spa/event facility that will attract tourism dollars to both the facility and region, complementing the region's growing tourism destinations. (4) Construct 24 villas for guests.**

B. Location of Proposed Project:

1. Street Address: **110 Country Club Road, Walden, NY 12586**
2. City of **N/A**
3. **Town of Montgomery**
4. Village of **N/A**
5. County of **Orange**
6. School District: **Valley Central School District**
7. Tax Map Number: **see attached**

C. Project Site:

1. Approximate size (in acres or square feet) of Project site: 179

2. Is a map, survey, or sketch of the project site attached? Yes ; No .
3. Are there existing buildings on project site? Yes ; No .
- a. If yes, indicate number and approximate size (in square feet) of each existing building:  
**Country Club Clubhouse, 13,500 sq. ft.**  
**Pro Shop/Bag Room/Storage Facility, 2,000 sq. ft.**  
**Maintenance Sheds, 4,500 sq. ft.**
- b. Are existing buildings in operation? Yes ; No . If yes, describe present use of present buildings:  
  
**Normal country club/golf course uses for members and maintenance purposes.**
- c. Are existing buildings abandoned? Yes ; No . About to be abandoned? Yes ; No . If yes, describe:
- d. Attach photograph of present buildings.
3. Utilities serving project site: Water: **Well water**  
Other (describe) **Septic**  
Other Electric- **Central Hd.**  
Other (describe) - **Propane**  
Other (describe)
4. Present legal owner of project site: **Osiris Country Club LLC/Orange County Chippers LLC**
- a. If the Company owns project site, indicate date of purchase: n/a, 20  ; Purchase price: \$ 4.2M.
- b. If Company does not own the Project site, does Company have option signed with owner to purchase the Project site? Yes ; No . If yes, indicate date option signed with owner: **3/8/2023**; and the date the option expires: n/a, 20  .
- c. If the Company does not own the project site, is there a relationship legally or by common control between the Company and the present owners of the project site? Yes ; No . If yes, describe:
- d. Current Assessed Value of the Project site: \$ x
- e. Current annual property tax payment of the Project site: \$ x
5. a. Zoning District in which the project site is located: **See attached lot ID**

b. Are there any variances or special permits affecting the site? Yes \_\_\_\_; No x. If yes, list below and attach copies of all such variances or special permits:

D. Buildings:

1. Does part of the project consist of the acquisition or construction of a new building or buildings? Yes x; No \_\_\_\_\_. If yes, indicate number and size of new buildings:

**New Maintenance Sheds, sq ft. TBD; new pro shop/cart garage, sq. ft TBD, new hotel, spa, banquet venue, size TBD; 24 guest villas, size TBD.**

2. Does part of the project consist of additions and/or renovations to the existing buildings located on the Project site? Yes x; No \_\_\_\_\_. If yes, indicate the buildings to be expanded or renovated, the size of any expansions and the nature of expansion and/or renovation:

**Renovation of existing Clubhouse that will provide elite member facilities.**

3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed, or expanded: **Golf course maintenance facilities, hotel/spa/event venue.**

E. Description of the Equipment:

1. Does a part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")? Yes x; No \_\_\_\_\_. If yes, describe the Equipment:

**Usual golf course player/member equipment and maintenance equipment.**

2. With respect to the Equipment to be acquired, will any of the Equipment be Equipment which has previously been used? Yes \_\_\_\_; No x. If yes, please provide detail:

3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed: **Golf course maintenance equipment and equipment to be used by members (as usual for a country club.)**

F. Project Use:

1. What are the principal products to be produced at the Project?

1. **A private golf course**
2. **A Clubhouse for member and special event use**
3. **A boutique hotel/spa/event venue/villas for guests**

2. What are the principal activities to be conducted at the Project?

**Golf, member activities, special event activities**

3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes  x ; No  . If yes, please provide detail:

**Facilities to be used for a private golf club, public hotel/spa/event venue, villas for guests.**

4. If the answer to question 3 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 services to customers who personally visit the Project?  100 %

5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:

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

b. 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, it is anticipated that a significant amount of golf club members and special event (example: wedding) will involve visitors from outside the region.

c. Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes  x ; No  . If yes, please explain: **In fact, without the assistance, the jobs will not exist.**



- d. 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 provide detail: **The facility will provide a facility unique to the immediate region, i.e. a premier private golf country club, as well as a unique hotel, spa and event venue.**
- e. Will the Project be located in one of the following: (i) an area designed as an economic development 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 numbering 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 \_\_\_\_; No x. If yes, please explain: \_\_\_\_\_
6. If the answers to any of subdivisions c. through e. of question 5 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? Yes x; No \_\_\_\_\_. If yes, please explain:  
**The project will establish a new tourism facility for the town and private member golf facility. Both will increase private sector employment.**
7. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes \_\_\_\_; No x. If yes, please explain:
8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes \_\_\_\_; No x. If yes, please provide detail:
9. If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project: n/a
- a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes \_\_\_\_; No \_\_\_\_.  
If yes, please provide detail:

- b. 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:
10. Will the Project be owned by a not-for-profit corporation? Yes \_\_\_\_; No   x  . If yes, please provide detail:
11. Will the Project be sold or leased to a municipality? Yes \_\_\_\_; No   x  . If yes, please provide detail:

G. Other Involved Agencies:

1. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals.  
**The project requires applicable Town of Montgomery and Orange County boards and/or commissions for various permits and site plan approvals consistent with new construction and renovation projects.**
2. Describe the nature of the involvement of the federal, state, or local agencies described above: **Standard municipal approvals consistent for new construction and renovation of existing facilities.**

H. Construction Status:

1. Has construction work on this project begun? Yes \_\_\_\_; No   x  . If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.:

**The owner has begun very cosmetic golf course and clubhouse "clean-up" activities as a result of the facility not being maintained at a level expected by the existing club membership. However, no significant project elements have begun at the time of application submission.**

2. Please indicate amount of funds expended on this Project by the Company in the past three (3) years and the purposes of such expenditures: n/a
3. Please indicate the date the applicant estimates the Project will be completed: 2027-8 (est) (subject to municipal approval time periods, etc.)

I. Method of Construction after Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? Yes x; No \_\_\_\_.
2. If the answer to question 1 is yes, does the applicant desire such "agent" status prior to the closing date of the financing? Yes x; No \_\_\_\_.

III. INFORMATION CONCERNING LEASES OR SUBLEASES OF THE PROJECT. (PLEASE COMPLETE THE FOLLOWING SECTION IF THE COMPANY INTENDS TO LEASE OR SUBLEASE ANY PORTION OF THE PROJECT).

A. 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: N/A

1. Sublessee name:  
 Present Address:  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Employer's ID No.:  
 Sublessee is: \_\_\_\_ Corporation: \_\_\_\_ Partnership: \_\_\_\_ Sole Proprietorship  
 Relationship to Company:  
 Percentage of Project to be leased or subleased:  
 Use of Project intended by Sublessee:  
 Date of lease or sublease to Sublessee:  
 Term of lease or sublease to Sublessee:  
 Will any portion of the space leased by this sublessee 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 questions II(F)(4) through (6) with respect to such sublessee.

2. Sublessee name:  
Present Address: City: \_\_\_\_\_ State: \_\_\_\_\_  
\_\_\_\_\_ Zip: Employer's ID No.: \_\_\_\_\_  
Sublessee is:  
\_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Sole Proprietorship  
Relationship to Company:  
Percentage of Project to be leased or subleased:  
Use of Project intended by Sublessee:  
Date of lease or sublease to Sublessee:  
Term of lease or sublease to Sublessee: \_\_\_\_\_  
Will any portion of the space leased by this sublessee 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 questions II(F)(4) through (6) with respect to such sublessee.

3. Sublessee name:  
Present Address: City: \_\_\_\_\_ State: \_\_\_\_\_  
\_\_\_\_\_ Zip: Employer's ID No.: \_\_\_\_\_  
Sublessee is: \_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Sole Proprietorship  
Relationship to Company:  
Percentage of Project to be leased or subleased:  
Use of Project intended by Sublessee:  
Date of lease or sublease to Sublessee:  
Term of lease or sublease to Sublessee:  
Will any portion of the space leased by this sublessee 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 questions II(F)(4) through (6) with respect to such sublessee.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease?

V. Employment Impact

- A. Indicate the number of people presently employed at the Project site and the **additional** number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

**TYPE OF EMPLOYMENT  
Employees of Applicant**

	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	0		1		
Present Part Time	0				
Present Seasonal	0				
First Year Full Time	2	2			4
First Year Part Time				2	2
First Year Seasonal		2	2		4
Second Year Full Time		5	6		11
Second Year Part Time					
Second Year Seasonal				5	5

Phase 3 Full-time	10	56	10	76
Part-time		20		20

**TOTAL: ALL NEW, 122 FULL-TIME, SEASONAL, PART-TIME JOBS**

**TYPE OF EMPLOYMENT  
Independent Contractors**

	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	N/A				
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

<b>TYPE OF EMPLOYMENT</b> <b>Employees of Independent Contractors</b>					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time	N/A				
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the Mid-Hudson Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

<b>RELATED EMPLOYMENT INFORMATION</b>				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges	\$100k+	\$80k+	\$60-70k+	\$40-50k+

Estimated Number of Employees Residing in the Mid-Hudson Economic Development Region <sup>1</sup>	90%	90%	90%	90%
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C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

**Phase 1: 10 / year 1, est.**  
**Phase 2: 16 / year 2, est.**  
**Phase 3: 96 / year 3-5, est.**

D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment. **Jobs will be consistent with the type of jobs normally found at a private country golf... golf professionals, groundkeepers, maintenance personnel, hospitality staff. For the hotel, spa and event venues, jobs typical of establishments of that nature... hotel management, and maintenance staff, and all types of hospitality staff for spas, events and restaurants.**

VI. Project Cost and Financing Sources

A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost</u>	<u>Amount</u>
Land	\$ 4.2 million
Buildings	\$ 60 million (est)
Machinery and equipment costs	\$ 10 million (est)
Utilities, roads and appurtenant costs	\$ <u>750,000</u> (est) _____
Architects and engineering fees	\$ <u>50,000</u> (est) _____
Costs of Financing	\$ <u>tbd</u> _____
Construction loan fees and interest (if applicable)	\$ <u>tbd</u> _____

<sup>1</sup> The Mid-Hudson Economic Development Region consists of the following counties: Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester.



Other (specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL PROJECT COSTS</b>	<b>\$ 75 million (est)</b>

B. Anticipated Project Financing Sources. State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ <u>40 million (est)</u>
Public Sector	
Federal Programs	\$ <u>0</u>
State Programs	\$ <u>0</u>
Local Programs	\$ <u>0</u>
Applicant Equity	\$ <u>35 million (est)</u>
Other (specify, e.g., tax credits)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL AMOUNT OF PROJECT FINANCING SOURCES</b>	<b>\$ <u>75 million</u></b>

C. Have any of the above expenditures already been made by the applicant? Yes ; No \_\_\_\_\_. If yes, indicate particulars.

Minimal golf course and building cosmetic and emergency utility repair.

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D. Amount of loan requested: \$ N/A ;  
Maturity requested: \_\_\_\_\_ years.

E. Has a commitment for financing been received as of this application date, and if so, from whom? N/A

Yes \_\_\_\_\_; No x. Institution Name: \_\_\_\_\_

Provide name and telephone number of the person we may contact.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: N/A %

G. The total amount estimated to be borrowed to finance the Project is equal to the following:  
\$ tbd

VII. BENEFITS EXPECTED FROM THE AGENCY

A. Financing

1. Is the applicant requesting that the Agency issue bonds to assist in financing the project?  
Yes \_\_\_\_\_; No x. If yes, indicate:

a. Amount of loan requested: \_\_\_\_\_ Dollars;

b. Maturity requested: \_\_\_\_\_ Years.

2. If the answer to question 1 is yes, is the interest on such bonds intended to be exempt from federal income taxation? Yes \_\_\_\_\_; No \_\_\_\_\_.

3. If the answer to question 2 is yes, will any portion of the Project be used for any of the following purposes:

a. retail food and beverage services: Yes \_\_\_\_\_; No \_\_\_\_\_

b. automobile sales or service: Yes \_\_\_\_\_; No \_\_\_\_\_

c. recreation or entertainment: Yes \_\_\_\_\_; No \_\_\_\_\_

d. golf course: Yes \_\_\_\_\_; No \_\_\_\_\_

e. country club: Yes \_\_\_\_\_; No \_\_\_\_\_

f. massage parlor: Yes \_\_\_\_\_; No \_\_\_\_\_

g. tennis club: Yes \_\_\_\_\_; No \_\_\_\_\_

- h. skating facility (including roller skating, skateboard and ice skating):  
Yes \_\_\_; No \_\_\_
- i. racquet sports facility (including handball and racquetball court):  
Yes \_\_\_; No \_\_\_
- j. hot tub facility: Yes \_\_\_; No \_\_\_
- k. suntan facility: Yes \_\_\_; No \_\_\_
- l. racetrack: Yes \_\_\_; No \_\_\_

4. If the answer to any of the above questions contained in question 3 is yes, please furnish details on a separate attachment.

**B. Tax Benefits**

1. Is the applicant requesting any real property tax exemption in connection with the Project that would not be available to a project that did not involve the Agency? Yes x; No \_\_\_. If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes x; No \_\_\_.
2. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? Yes x; No \_\_\_. If yes, what is the approximate amount of financing to be secured by mortgages? \$ 40 million (est).
3. Is the applicant expecting to be appointed agent of the Agency for purposes of avoiding payment of N.Y.S. Sales Tax or Compensating Use Tax? Yes x; No \_\_\_. If yes, what is the approximate amount of purchases which the applicant expects to be exempt from the N.Y.S. Sales and Compensating Use Taxes? \$ 3,487,500.
4. What is the estimated value of each type of tax-exemption being sought in connection with the Project? Please detail the type of tax-exemption and value of each exemption.
  - a. N.Y.S. Sales and Compensating Use Taxes: \$ 3,487,500
  - b. Mortgage Recording Taxes: \$ tbd
  - c. Real Property Tax Exemptions: \$ tbd
  - d. Other (please specify):  

	\$ _____
	\$ _____

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax Exemption Policy? Yes \_\_\_; No x. If yes, please explain.

- C. Project Cost/Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

VIII. 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"), as replaced by the Workforce Investment Act of 1998 (Public Law 105220), 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, within 45 days of the end of the calendar year, reports regarding the number of people employed at the Project site, including (1) the NYS-45 – Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return – for the quarter ending December 31 (the "NYS-45"), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.
- E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial

Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the "Public Benefits") and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

- F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.
- G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:
- H. Compliance with Article 18-A of the General Municipal Law. The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.
- I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.
- J. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information 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 Agency involvement in the Project.
- K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or

employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

- L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency are included in the Agency's Policies which can be accessed at:

[http://www.townofmontgomery.com/DepartmentsBoards/Boards/IndustrialDevelopment Agency.](http://www.townofmontgomery.com/DepartmentsBoards/Boards/IndustrialDevelopmentAgency)

I affirm under penalty of perjury that all statements made on this application are true, accurate, and complete to the best of my knowledge.

By its execution below, the Applicant acknowledges and agrees to the following:

(i) The undersigned has read, understands and consents to the Agency's Local Labor Law Policy as adopted and amended (See, Policies at [www.montgomeryida.com](http://www.montgomeryida.com));

(ii) The undersigned affirms under the penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge; and

(iii) The undersigned understands and agrees that the Agency will rely on the statements made in this application.



Applicant

By: Raja R. Amar

Title: MEMBER

NOTE: APPLICANT MUST ALSO COMPLETE THE APPROPRIATE VERIFICATION APPEARING ON PAGES 24 THROUGH 27 HEREOF BEFORE A NOTARY PUBLIC AND MUST SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 28.

VERIFICATION

(If Applicant is a Corporation)

STATE OF \_\_\_\_\_ )

) SS.:

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ deposes and says that he is the  
(Name of chief executive of applicant)

\_\_\_\_\_ of \_\_\_\_\_, (Title) (Company Name) the  
corporation named in the attached application; that he has read the foregoing application and knows the  
contents thereof; and that the same is true and complete and accurate to the best of his knowledge.

Deponent further says that the reason this verification is made by the deponent and not by said company  
is because the said company is a corporation. The grounds of deponent's belief relative to all matters in  
the said application which are not stated upon his own personal knowledge are investigations which  
deponent has caused to be made concerning the subject matter of this application as well as information  
acquired by deponent in the course of his duties as an officer of and from the books and papers of said  
corporation.

\_\_\_\_\_  
(officer of applicant)

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

VERIFICATION

STATE OF NY )

COUNTY OF ROCKLAND )

(If applicant is sole proprietor)

) SS.:

\_\_\_\_\_, deposes and says  
(Name of Individual) that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application.

Sworn to before me this \_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)



VERIFICATION

STATE OF NY )

COUNTY OF ROCKLAND )

(If applicant is partnership)

) SS.:

\_\_\_\_\_ deposes and says

(Name of Individual)

that he is one of the members of the firm of \_\_\_\_\_

(Partnership Name) the partnership named

in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said partnership.

Sworn to before me this \_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (Notary  
Public)

VERIFICATION

STATE OF NY )

COUNTY OF ROCKLAND )

(If applicant is limited liability company)

) SS.:

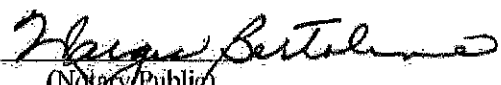
RAJA R AMAR , deposes and says  
(Name of Individual)

that he is one of the members of the firm of: **Hudson Valley Country Club NY LLC,**  
(Limited Liability Company)

the limit liability company named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.

  
\_\_\_\_\_

Sworn to before me this 6<sup>th</sup> day  
of April, 2023

  
(Notary Public)

MARGIE BERTOLINO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01BE6411073  
Qualified in Rockland County  
Commission Expires November 09, 2024

VERIFICATION

STATE OF NY )

COUNTY OF ROCKLAND )

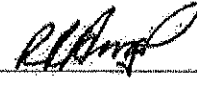
-----  
**NOTE: THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS THE HOLD  
HARMLESS AGREEMENT APPEARING ON PAGE 30 IS SIGNED BY THE APPLICANT.**  
-----

HOLD HARMLESS AGREEMENT

Applicant hereby releases Town of Montgomery Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as 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 financial assistance requested therein are favorably acted upon by the Agency, (B) the Agency's financing, 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 respect to the Project or, if applicable, find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

(Applicant)

BY: \_\_\_\_\_



Sworn to before me this 6<sup>th</sup> day  
of April, 2023

  
(Notary Public)

MARGIE BERTOLINO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01BE6411073  
Qualified in Rockland County  
Commission Expires November 09, 2024

TO: Project Applicants  
 FROM: Town of Montgomery Industrial Development Agency  
 RE: Cost/Benefit Analysis

In order for the Town of Montgomery Industrial Development Agency (the "Agency") to prepare a Cost/Benefit Analysis for a proposed project (the "Project"), the Applicant must answer the questions contained in this Project Questionnaire (the "Questionnaire") and complete the attached Schedules. This Questionnaire and the attached Schedule will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

This Questionnaire must be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

**PROJECT QUESTIONNAIRE**

- 1. Name of Project Beneficiary ("Company"): Hudson Valley County Club
- 2. Brief Identification of the Project: Restoration/expansion of existing golf country club
- 3. Estimated Amount of Project Benefits Sought:
  - A. Amount of Bonds Sought: \$ 0
  - B. Value of Sales Tax Exemption Sought \$ 3,487,500
  - C. Value of Real Property Tax Exemption Sought \$ tbd
  - D. Value of Mortgage Recording Tax Exemption Sought \$ tbd
- 4. Likelihood of accomplishing the Project in a timely fashion: high

**PROJECTED PROJECT INVESTMENT**

- A. Land-Related Costs
  - 1. Land acquisition \$ 4.2 million
  - 2. Site preparation \$
  - 3. Landscaping \$
  - 4. Utilities and infrastructure development \$
  - 5. Access roads and parking development \$ 750,000 (est)
  - 6. Other land-related costs (describe) \$
- B. Building-Related Costs
  - 1. Acquisition of existing structures \$
  - 2. Renovation of existing structures \$
  - 3. New construction costs \$ 60 million (est)

- 4. Electrical systems \$ \_\_\_\_\_
- 5. Heating, ventilation and air conditioning \$ \_\_\_\_\_
- 6. Plumbing \$ \_\_\_\_\_
- 7. Other building-related costs (describe) \$ \_\_\_\_\_

C. Machinery and Equipment Costs

- 1. Production and process equipment \$ \_\_\_\_\_
- 2. Packaging equipment \$ \_\_\_\_\_
- 3. Warehousing equipment \$ \_\_\_\_\_
- 4. Installation costs for various equipment \$ \_\_\_\_\_
- 5. Other equipment-related costs (describe) \$ **10 million (est)**

D. Furniture and Fixture Costs

- 1. Office furniture \$ \_\_\_\_\_
- 2. Office equipment \$ \_\_\_\_\_
- 3. Computers \$ \_\_\_\_\_
- 4. Other furniture-related costs (describe) \$ \_\_\_\_\_

E. Working Capital Costs

- 1. Operation costs \$ \_\_\_\_\_
- 2. Production costs \$ \_\_\_\_\_
- 3. Raw materials \$ \_\_\_\_\_
- 4. Debt service \$ \_\_\_\_\_
- 5. Relocation costs \$ \_\_\_\_\_
- 6. Skills training \$ \_\_\_\_\_
- 7. Other working capital-related costs (describe) \$ \_\_\_\_\_

F. Professional Service Costs

- 1. Architecture and engineering \$ **50,000 (est)**
- 2. Accounting/legal \$ \_\_\_\_\_
- 3. Other service-related costs (describe) \$ \_\_\_\_\_

G. Other Costs

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_

<b>H. Summary of Expenditures</b>	
1. Total Land-Related Costs	\$ 4.2 million
2. Total Building-Related Costs	\$ 60 million
3. Total Machinery and Equipment Costs	\$ 10 million
4. Total Furniture and Fixture Costs	\$
5. Total Working Capital Costs	\$
6. Total Professional Service Costs	\$ 50,000
7. Total Other Costs	\$ 750,000

**PROJECTED PROFIT**

I. Please provide projected profit as defined by earnings after income tax but before depreciation and amortization:

YEAR	Without IDA benefits	With IDA benefits
1	\$ 0	\$ 0
2	\$ 0	\$ 0
3	\$ 0	\$ 0
4	\$ 0	\$ tbd
5	\$ 0	\$ tbd

**PROJECTED CONSTRUCTION EMPLOYMENT IMPACT**

I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project:

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year		\$ tbd	\$
Year 1		\$	\$
Year 2		\$	\$
Year 3		\$	\$
Year 4		\$	\$
Year 5		\$	\$

**PROJECTED PERMANENT EMPLOYMENT IMPACT**

I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application. 1

- II. Estimates of the total new permanent jobs to be created by the Project are described in the tables in Section IV of the Application. 122
- III. Please provide estimates for the following:
  - A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A. tbd
- IV. Provide the projected percentage of employment that would be filled by Town of Montgomery residents: **TBD, but anticipated many of the jobs will be filled by town and county residents.**
  - A. Provide a brief description of how the project expects to meet this percentage:

**PROJECTED OPERATING IMPACT**

- I. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 <sup>st</sup> year following project completion)	\$TBD _____
Additional Sales Tax Paid on Additional Purchases	\$ _____
Estimated Additional Sales (1 <sup>st</sup> full year following project completion)	\$ _____
Estimated Additional Sales Tax to be collected on additional sales (1 <sup>st</sup> full year following project completion)	\$ _____

- II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"):

Year	Existing Real Property Taxes (Without IDA involvement)	New Pilot Payments (With IDA)	Total (Difference)
Current Year			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			



- Year 7
- Year 8
- Year 9
- Year 10

III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response): **The project will establish the site as a destination country club and hotel/banquet/event facility. New employment and sales revenues, plus new property taxes will positively impact the community. Further, the project will preserve the property as a recreational/tourism facility.**

### CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

Date Signed: April 6, 2023

Name of Person Completing Project Questionnaire on behalf of the Company.

Name: RAJA R AMAR

Title: MEMBER

Phone Number: 914-309-8899

Address: 8 SGT SCHWARZ CT Stony Point, NY 10980

Signature: \_\_\_\_\_



SCHEDULE A

CREATION OF NEW JOB SKILLS

Please list the projected new job skills for the new permanent jobs to be created at the Project as a result of the undertaking of the Project by the Company.

New Job Skills	Number of Positions Created	Range of Salary and Benefits
<b>The project will create a blend of jobs for golf/hotel/spa/banquet and other related skills. The jobs will be a mix of experienced workers and those entering or acquiring new skills in the workforce. Specific salaries and positions will be determined as the project progresses.</b>		

Should you need additional space, please attach a separate sheet.

## Osiris Property List

Postal Address	Tax Map Number	Class Designation	Approximate Acreage	Orange County Clerk Deed Reference
101 North Drive Walden, New York	3-1-5.2	553	130.00	13708/860
178 Lake Osiris Road Walden, New York	3-1-6	120 (210)	49.00	14377/1703
110 Country Club Road Walden, New York	4-3-1		1.40	13708/860
104 Country Club Road Walden, New York	4-3-6	210	50 x 100	14377/1699
102 Country Club Road Walden, New York	4-3-7	311	50 x 100	14680/1893
103 Country Club Road Walden, New York	4-5-1	260	56 x 150	14681/106
279 East Drive Walden, New York	4-5-2	260	50 x 150	14680/1980
269 East Drive Walden, New York	4-5-7	210	50 x 150	14377/1709
265 East Drive Walden, New York	4-5-8	312	100 x 150	14685/1698
100-124 North Drive (Country Club Beach) Walden, New York	4-8-9	311	440 x 80	13708/860
282 East Drive (Waterfront) Walden, New York	4-8-10	311	58.7 x 62.9	14680/1984
280 East Drive (Waterfront) Walden, New York	4-8-11	311	60.9 x 75	14681/130

270 East Drive (Waterfront) Walden, New York	4-8-16	311	50 x 110	14685/1694
271 East Drive Walden, New York	4-5-6	210	50 x 150	Recording Pending (Previous - 1940/466)
274 East Drive (Waterfront) Walden, New York	4-8-14	311	50 x 90	Recording Pending (Previous - 1940/466)



10040

HOBSON VALLEY COUNTRY CLUB INC

DEARSBURG COUNTRY CLUB  
90 COUNTRY CLUB ROAD  
WALDEN, NY 12586

PAY TO THE  
ORDER OF

TOWN OF MONTGOMERY, IDA

Five hundred and 00/100

04/06/2023

\$

500.00

DOLLARS

TOWN OF MONTGOMERY, IDA  
110 BRACKEN RD  
MONTGOMERY, NY 12549 US

MEMO



*Donna A. Long*  
AUTHORIZED SIGNATURE

WOUNDED WARRIORS  
FAMILY SUPPORT

Security features. Details on back.

10041

HOBSON VALLEY COUNTRY CLUB INC

DEARSBURG COUNTRY CLUB  
90 COUNTRY CLUB ROAD  
WALDEN, NY 12586

PAY TO THE  
ORDER OF

TOWN OF MONTGOMERY, IDA

Five thousand and 00/100

04/06/2023

\$

5,000.00

DOLLARS

TOWN OF MONTGOMERY, IDA  
110 BRACKEN RD  
MONTGOMERY, NY 12549 US

MEMO



*Donna A. Long*  
AUTHORIZED SIGNATURE

WOUNDED WARRIORS  
FAMILY SUPPORT

Security features. Details on back.



## Executive Director Report

This report highlights the ideas, efforts and actions taken by executive staff since the last MIDA Board meeting on March 21, 2023.

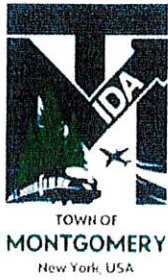
### **Key Actions:**

- 3/29- Valley Central School District Meeting with Superintendent Avila and Board President Joseph Bond
- 2022 PARIS report for IDA and CRC completed and certified
- 4/10 Introductory call with Habitat for Humanity Executive Director of Greater Newburgh, Jill Marie

### **Business Development:**

- 3/23- Met with Yellow Freight (they operate the Newburgh/Beacon Ferry System) regarding property in the Village of Maybrook that is under Village Planning Board (for the easement request we received) (SBL # 30-1-27.21, 58.2, 34.43.21) potentially looking at converting to a business park and or recreational park.
- 3/23- Conference Call with Bayware 8-10 acres at landfill site, may not need to go through Planning Board but just Town Board, they would pay \$600,000/year to lease and still would like to pursue a PILOT. They are looking at around 200 megawatts also.
- 29 Grant Street Application almost done and anticipate to have them on our agenda for our May 9 meeting





**TOWN OF MONTGOMERY**  
**MONTGOMERY**  
**INDUSTRIAL DEVELOPMENT AGENCY**  
**110 BRACKEN ROAD**  
**MONTGOMERY, NY 12549**

**Monthly Statement**  
**3/31/2023**

**PUBLIC FUND MUNI (3366)**

Orange Bank & Trust

<b><u>ADD:</u></b>	Checkbook Beginning Balance from last report-----	\$	182,227.19
<b><u>CHECKS</u></b>			
	1792 Naughton & Torre, LLP---Inv # 30546-----	\$	3,810.00
	1795 Town of Montgomery---Reimbursements-----	\$	9,792.28
	1796 PKF O'Connor Davies-----Inv # 690779-LLC-----	\$	7,900.00
	1802 Acquisitions Marketing-----3/1/23 invoice-----	\$	1,075.00

<b>Checking Account Balance</b>	<b>31-Mar-23</b>	<b>\$</b>	<b>159,649.91</b>
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**SAILFISH ESCROW ACCT (8008)**

<b><u>ADD:</u></b>	Checkbook Beginning Balance-----	\$	3,215.00
<b>Checking Account Balance</b>			
	<b>31-Mar-23</b>	<b>\$</b>	<b>3,215.00</b>

**KEY CAPTURE ENERGY (4109)**

<b><u>ADD:</u></b>	Checkbook Beginning Balance	\$	2,040.00
<b><u>CHECKS</u></b>			
		<b>\$</b>	<b>2,040.00</b>

**CITY WINERY ESCROW (4112)**

<b><u>ADD:</u></b>	Checkbook Beginning Balance	\$	2,600.00
<b><u>CHECKS</u></b>			
	9999 Naughton & Torre, LLP---Inv # 30547-----		\$240.00
		<b>\$</b>	<b>2,360.00</b>

		CURRENT 3/31/2023	LAST REPORT 2/28/2023	CHANGE
Orange Bank & Trust (3366)-----	\$	159,649.91	\$ 182,227.19	\$ (22,577.28)
Orange Bank & Trust - Sailfish Escrow Acct (8008)-----	\$	3,215.00	\$ 3,215.00	\$ -
Orange Bank & Trust Money Market (4593)-----		\$456,407.10	\$ 456,368.34	\$ 38.76
Orange Bank & Trust Key Capture Energy Escrow (4109)-----		\$2,040.00	\$ 2,040.00	\$ -
Orange Bank & Trust City Winery Escrow (4112)-----		\$2,360.00	\$ 2,600.00	\$ (240.00)
<b>TOTAL</b>	<b>\$</b>	<b>623,672.01</b>	<b>\$ 646,450.53</b>	<b>\$ (22,778.52)</b>

**TOWN OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY  
DEBIT CARD POLICY**

**Adopted: April \_\_, 2023**

1. **Purpose:** It is commonplace for organizations to use credit or debit cards for the convenience of making purchases on behalf of the organization, particularly in instances where purchases can only be made via a credit or debit card as manual checks are not accepted (*i.e.*, internet purchases, conference registrations, etc.). In order to simplify the process for purchasing certain items on behalf of the Town of Montgomery Industrial Development Agency (“Agency”), the Agency adopts the following policy on the use of debit cards. The purpose of this policy is to set forth the procedures and requirements for proper use of Agency debit cards.
  
2. **General Policy:** The Agency, at the discretion of the Board of Directors, shall maintain a debit card account for use by Agency officers and employees, including employees of the Town of Montgomery whom have been designated to work for the Agency by contract agreement (collectively, “employees”). This policy applies to all officers and employees who are permitted to use Agency debit cards to pay for actual and necessary expenses incurred in the performance of work-related duties for the Agency.
  
3. **Card Type and Limit:**
  - A. The Agency shall utilize a single banking institution Agency for the issuance of no more than two (2) debit cards, which shall be the same bank where the Agency maintains its checking account.
  - B. Debit cards will be issued in the name and liability of the Town of Montgomery Industrial Development Agency.
  - C. Agency debit cards shall be linked to a dedicated debit card account that is separate from any other Agency bank account, including the Agency checking account.
  - D. The debit card account shall have a maximum balance of \$5,000.00 at all times.
  
4. **Authorization:**
  - A. Only authorized officers and employees shall be permitted to use Agency debit cards and have signing authority.
  - B. The following individuals have been authorized to use Agency debit cards:
    - i. Executive Director
    - ii. Treasurer
    - iii. Chairman
    - iv. Administrative Secretary
  - C. An officer or employee who is authorized to use and is issued an Agency debit card (“Cardholder”) shall be responsible for its use and shall not allow the card to be used by anyone else or for any unauthorized purchases.
  - D. The Cardholder shall complete and sign the statement attached to this Policy and submit it to the Treasurer prior to use of the Agency debit card.
  - E. The Cardholder will sign the debit card immediately upon receipt.

- F. Acceptance of the debit card by the Cardholder implies acceptance and agreement with the policies and procedures set forth in the debit card agreement.
- G. All Cardholders are authorized to view the debit card bank account online, but only the Treasurer and Chairman are authorized to approve transfers between the debit card account and Agency checking account.
- H. All Cardholders must immediately surrender the Agency debit card upon termination of employment or office. The Agency reserves the right to withhold the final payroll check and payout of any accrued leave, if applicable, until the card is surrendered.

**5. Use of Card:**

- A. The Agency debit card shall be used only for official business of the Agency to pay for actual and necessary expenses incurred in the performance of work-related duties for the Agency when payment by check is not an available option.
- B. Agency debit cards may be used only for the following purchases:
  - (i) Internet purchases where a vendor will not accept a check, including Agency email service provider and website provider;
  - (ii) Training, conference, and seminar registrations; and
  - (iii) Hotel reservations.
- C. All purchases made on the Agency's debit card must comply with the Agency's Procurement Policy and Travel and Discretionary Funds Policy.
- D. Debit card purchases shall not exceed the authorized budget for respective line item accounts unless otherwise approved by the Agency Board of Directors.
- E. The Cardholder shall present verification of the Agency's tax exemption status for all in-state purchases and lodging charges.
- F. Agency debit cards shall not be used for cash withdrawals or cashback from purchases, any personal or unauthorized expenses, or for any illegal purchases.
- G. Unauthorized or improper purchases will result in debit card revocation and discipline of the employee. Any individual who makes an unauthorized purchase with an Agency debit card shall be required to reimburse the Agency for the purchase. The Agency shall take appropriate action to recoup unauthorized or improper expenditures including recovering the amount of such unauthorized purchases from an employee's paychecks.

**6. Recordkeeping and Reconciliation**

- A. All debit card purchases shall be substantiated with an itemized purchase receipt detailing the goods or services purchased, cost, and date of the purchase, together with documentation of prior approval (if any) and the official business explanation.
- B. Receipts and documentation must be submitted to the Treasurer for all debit card purchases within 7 days of the purchase to reconcile against the monthly debit cards statement. Failure to submit such documentation may result in the cardholder being personally liable for the undocumented charges.
- C. At the end of each month, the Treasurer is to review the monthly debit card bank statement and reconcile it with the receipts and documentation received for that month.
  - (i) The Treasurer should determine that all purchases are supported by adequate documentation and investigate any variances.
  - (ii) If there are any unsubstantiated activities identified within the reconciliation process, the Cardholder shall notify the Treasurer in writing explaining why an

invoice, receipt or prior approval was not obtained and shall certify that the debit card charge was valid and a reasonable business expense.

(iii) Any purchase without appropriate supporting documentation requires a detailed explanation and description and the written approval of the Treasurer (or Board Chairman in the case of Treasurer charges).

(iv) Purchases made by the Treasurer shall be reviewed and reconciled by the Board Chairman.

D. Once the reconciliation is complete, the Treasurer (and Board Chairman in the case of Treasurer purchases) shall initial the reconciliation to show it has been completed and include a copy in the monthly Financial Report.

**7. Safekeeping and Monitoring of Debit Cards**

A. The Cardholder is responsible for the physical security, protection and custody of the debit card at all times.

B. Agency debit cards shall be kept in a secure location when not in use. After use, the debit cards shall be immediately returned to the secure location from which it was obtained.

C. Cardholders must take proper care of Agency debit cards and shall take all reasonable precautions against damage, loss or theft. Any damage, loss or theft must be reported immediately to the Treasurer and Board Chair, and the appropriate financial institution. Failure to take proper care of debit cards or failure to report damage, loss or theft may subject the Cardholder to financial liability.

D. The Treasurer (or Board Chairman in case of Treasurer usage) shall monitor the use of each Agency debit card and report any serious problems and/or discrepancies directly to the Agency Board of Directors.

**8. Fraud and Abuse Reporting:** Any employee or officer that discovers potentially fraudulent, abusive or otherwise questionable debit card activity shall report activity to the Treasurer and Board Chairman. These types of transactions will be investigated upon notice and the Cardholder's account may be suspended during that investigation period.

**TOWN OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY  
CARDHOLDER STATEMENT**

I, the undersigned, have thoroughly read, understand, and agree to adhere to the Town of Montgomery Industrial Development Agency Debit Card Policy duly adopted by the Board of Directors on April \_\_, 2023 as it currently exists and as it may be subsequently revised from time to time.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# TOWN OF MONTGOMERY INDUSTRIAL DEVELOPMENT AGENCY

## TRAVEL AND DISCRETIONARY FUNDS POLICY

Adopted: April 11, 2023

1. Purpose. The Town of Montgomery Industrial Development Agency (the “Agency”) desires to establish a uniform policy regarding travel undertaken by Agency employees, officers and Board Members related to Agency business matters, and to protect against the use of discretionary funds for purposes that do not advance the Agency’s mission and public purposes. The purpose of this policy is to set forth the uniform procedures and requirements to be followed for the authorization and expenditure of funds for travel associated with the Agency’s business, and to provide for the proper use of discretionary funds.
2. Applicability. This policy applies to all Agency Board Members, officers and employees.
3. Travel
  - A. General Travel Policy. The Agency will reimburse its Board Members, employees and officers for necessary and reasonable travel expenses incurred in furtherance of the Agency’s official business subject to the presentation of appropriate documentation (“Qualified Expenses”). There is no reimbursement for travel expenses that are not related to official Agency business.
  - B. Pre-Approved Travel and Travel Related Expenses. Qualified Expenses incurred by Agency Board Members, officers or employees to be reimbursed by the Agency, using Agency funds that have been set aside for such purposes or that the Agency has available for reimbursement of travel expenses (the “Travel Budget”), must be approved in advance by the Chairman of the Agency, provided, however, that in the event of travel by the Chairman, such travel must be approved in advance by the Treasurer of the Agency. The Chairman will advise Treasurer of all approved travel requests.
    - i) The Executive Director shall continue to inform the Chairman of the status of the Travel Budget throughout the year, so that the Chairman is able to approve and/or deny travel expenses accordingly.
    - ii) The Chairman or his/her designee will assist the member, officer or employee, if desired, with arrangements for travel and the accompanying reimbursement procedures.
    - iii) Reimbursement of Qualified Expenses is subject to the substantiation and approval provisions contained within Section 3(G) hereof.
  - C. Unapproved Travel and Travel Related Expenses. Qualified Expenses that are incurred by Agency members, officers and employees who have not received prior approval

from Chairman (or, in the event of travel by the Chairman, prior approval from the Treasurer) may be submitted for reimbursement. However, if the Travel Budget does not contain adequate funds to cover the entire amount of such travel expense, full reimbursement is subject to an amendment of the Travel Budget by the Agency's members.

D. Specific Travel Expenses:

- i) Travel by Personal Vehicle/Mileage Expenses: Agency members, officers and employees will be reimbursed for use of a personal vehicle for official Agency business at the mileage reimbursement rate discussed below. Mileage shall ordinarily be computed between the Agency's Office and the traveler's destination. However, in the interest of convenience, mileage may be calculated from the traveler's residence and the traveler's destination, so long as the traveler resides within the county in which the Agency is located.
  1. The mileage reimbursement rate will be equal to the optional standard mileage rate published by the Internal Revenue Service at the time of travel. The optional standard mileage rate takes into account and is meant to compensate for all actual automobile expenses such as fuel and lubrication, towing charges, repairs, replacements, tires, depreciation, insurance, etc. Thus, charges for gasoline, oil, accessories, repairs, depreciation, anti-freeze, towing, insurance and other expenditures will not be reimbursed.
  2. Agency members and employees using personal vehicles for Agency travel will also be reimbursed for tolls, reasonable and necessary parking charges and similar expenses.
  3. Agency members and employees must wear seatbelts at all times while driving a personal vehicle for Agency events or business.
  
- ii) Travel by Air/Rail/Rental Car: Other transportation costs (*e.g.*, use of common carriers, rental cars, etc.) will be reimbursed on a case-by-case basis to the extent necessary. Coach class or any discounted fare shall be used in the interest of economy. The use of business or first-class or other higher cost services may be authorized only in extenuating circumstances, which extenuating circumstances shall be presented to the Agency's members in writing and approved by a majority of said members.
  
- iii) Subsistence Expense: Subsistence expenses incurred while traveling consists of charges for lodging, meals and incidental expenses. For trips lasting 12 hours or less, expenses for lodging, meals and incidental expenses will not be reimbursed. An exception to such prohibition will be allowed for meal expenses if the meal is an integral part of a business meeting. For trips lasting

greater than 12 hours, expenses incurred for lodging, meals and incidentals will be fully reimbursed if reasonable and if approved pursuant to this policy.

- iv) Lodging Expenses: Agency members and employees must book standard accommodations in reasonably priced hotels and motels and should always request municipal discounts or government rates. Lodging rates shall not exceed the U.S. General Services Administration (GSA) per diem rate for the location.
- v) Meals and Incidental Expenses: Agency members and employees will be reimbursed for actual and necessary meals and incidental expenses (e.g., tips) up to the maximum GSA meal and incidental expenses per diem (daily rate) for the location.

E. Ineligible Expenses:

- i) Members and employees will not be reimbursed for alcohol, entertainment (e.g., in-room movies, theater tickets, sight seeing, shows, night clubs, etc.), personal phone calls, parking tickets, speeding fines, laundry, valet services, personal expenses (e.g., toiletries, clothing, gifts, etc.), expenses incurred by the employee's spouse, and any other non-business related expense.
- ii) The Agency does not pay or reimburse members or employees for taxes on in-state purchases and lodging charges that should not be incurred due to the Agency's tax exemption status.

F. Maximum Reimbursement Rates:

- i) The Agency adopts the federal lodging, meal and incidental expenses, and mileage guidelines as the general maximum amounts allowable for traveling members and employees. The Agency uses the GSA Rates for lodging and meal and incidental expenses reimbursement and IRS rates for mileage reimbursement.
- ii) Exceptions to Maximum Rates for Lodging and Meals:
  - 1. Any expenditure above the maximum rates for lodging and meals must have prior approval from the Chairman or Agency Board. Requests for exceptions should be made when the travel request is submitted for pre-approval.
  - 2. Exceptions to maximum lodging and meal rates may be allowed to accommodate special circumstances such as the following:
    - When the hotel hosting a conference charges a lodging rate higher than the maximum rate and paying and it is in the Agency's best interest to allow the traveler to stay at the higher rate rather than incur transportation costs to and from the conference site.
    - When lodging is not available at or below the maximum rate or lodging at the maximum rate cannot be found reasonably close to



the traveler's destination, as may occur during peak vacation periods in tourist areas or other heavily traveled areas.

- When meals are included as part of the hotel/conference fee and the traveler cannot separate the food cost from the hotel/conference price.
- When a traveler has special needs that necessitate increased expenses such as special dietary restrictions, health concerns or handicapped access.

G. Reimbursement Procedure: A travel expense voucher reporting all Qualified Expenses pertaining to a particular trip must be submitted to the Chairman and Treasurer of the Agency (or, when the travel was by the Chairman or Treasurer, to the First Vice-Chairman) within 45 days of the end of the trip.

- i) Substantiation: The travel expense voucher should include: (1) date and time of departure from and return to the Agency or traveler's residence; (2) purpose of the travel or the nature of the business benefit derived as a result of the travel; (3) whether or not the expenses incurred during the travel were preapproved; and (4) the amount of each expenditure, listed by date and location. MapQuest or similar document is required on all mileage reimbursements.
- ii) Receipts: The original of the following receipts must be submitted along with the travel expense voucher: (1) all travel tickets (i.e. airline tickets, train tickets, rental car agreement) (2) all itemized meal receipts (i.e. signed credit card slips or payment stubs); (3) all lodging receipts (i.e. hotel, motel receipts); and (4) all receipts for parking and tolls; if an original receipt cannot be located, the traveler can submit a copy of a bank statement or credit card statement in lieu of a receipt.
- iii) Final Approval: The Chairman and Treasurer shall review each travel expense voucher in order to ensure that the traveler has provided adequate substantiation and to determine whether the expenses listed therein are reasonable. The Chairman or Treasurer may require a traveler to submit additional substantiation and, if the Chairman or Treasurer finds a particular expense to be unreasonable (either as to amount or purpose), they may deny reimbursement of the expense or reduce the amount of the reimbursement for such expense. All determinations on reimbursement shall be made by the Chairman and Treasurer, except determinations regarding travel of the Chairman shall be made by the Treasurer and First Vice-Chairman and determinations regarding travel of the Treasurer shall be made by the Chairman and First Vice-Chairman.

#### 4. Discretionary Funds

- A. General Policy. The expenditure of Agency funds must relate to an enumerated power, duty or purpose of the Agency, and shall be limited to expenditures that advance the Agency's mission and public purposes. Discretionary funds shall not be used for expenditures that are personal in nature, that would primarily benefit one or more individual Board Member, officer or employee, and/or are not necessary to advance the Agency's mission.
- B. Prior Approval. All expenditures of discretionary funds shall be approved by the Executive Director (or by the Agency Chairman or Treasurer in the case of Executive Director expenditures) prior to such expenditure and must fall within the applicable Budget allocation. The Executive Director or the Chairman or Treasurer, as the case may be, shall review the proposed use of funds and reasonably determine whether such use (i) primarily benefits the Agency as opposed to an individual Board Member, officer or employee and (ii) directly advances the mission and public purpose of the Agency. Scrutiny of all expenses will be guided by judgement relating to the relevance of such costs and the benefits which may accrue from such activities.
- C. Guidance on Certain Discretionary Expenditures.
- i) Training/Conferences – Paying the costs for Agency Board Members, Officers or employees to attend relevant training/educational programs or conferences may be an appropriate expenditure of Agency discretionary funds. All travel related expenditures shall comply with the provisions set forth above.
  - ii) Membership Dues – Membership dues paid for the Agency to belong to a professional peer organization is a permissible use of Agency funds. However, professional licensing expenses or individual membership costs for Board Members, officers and employees to belong to a professional, social or fraternal organization whereby the membership is of and the primary benefit is to, the individual rather than the Agency, shall not be a permissible Agency expenditure.
  - iii) Sponsorships & Charitable Contributions – The appropriateness of using discretionary funds on a sponsorship or charitable contribution will depend on whether such expenditure directly relates to the powers, duty and purposes of the Agency, and whether such expenditure will directly advance the Agency's core mission and purposes.
  - iv) Marketing – Expenses incurred in the course of marketing the Agency's area to new or prospective industries and businesses and developing and maintain relations with existing industries and businesses and supporting partners in the furtherance of the Agency's mission and purpose may be an appropriate expenditure of Agency discretionary funds.
  - v) Food and Beverages – With the exception of food and beverages purchased during business travel as provided herein, expenditures of food and beverages

for the personal consumption of Board Members, officers and employees shall not be considered an appropriate use of Agency discretionary funds. Provided, however, expenditures for food and beverages purchased for or during the conduct of Agency business with persons that do business with the Agency may be an appropriate expenditure of Agency discretionary funds, provided that the expense is reasonable in light of the circumstances surrounding the Agency activity and is pre- approved as set forth herein.

- D. Documentation. The Agency shall maintain records of all expenditures of discretionary funds including the receipt or similar record detailing the goods or services purchased, cost, and date of the purchase, and date of the purchase, together with documentation of prior approval and the official business explanation.