Dutchess County DCida Industrial Development Agency

3 Neptune Road, Suite A21, Poughkeepsie, NY 12601
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

NOTICE AND CONFIRMATION
BOARD OF DIRECTORS REGULAR MEETING

Wednesday, November 18, 2026
8:00 AM

DATE: November 13, 2026

TO: Ronald J. Piccone II, *Vice Chairman/Treasurer*
Thomas J. LeCount, *Secretary*
Brian Berryann
Kristofer Munn
John Zeolla, Jr.

FROM: Mark Doyle, *Chairman*

A regular meeting of the Dutchess County Industrial Development Agency [DCIDA] has been scheduled for **Wednesday, November 18, 2026 at 8:00 AM** at **3 Neptune Road, Suite A21, Poughkeepsie, NY 12601**.

In compliance with NYS Senate Bill S88, signed into law on August 27, 2019 and effective as of January 2020, this meeting will be recorded.

PLEASE TAKE NOTICE that the Dutchess County Industrial Development Agency (the "Agency") Board Meeting scheduled for November 18, 2026 can also be viewed electronically via conference call by the public. Members of the public may listen to the Board meeting by logging into the Zoom Platform at https://us06web.zoom.us/j/86937804659 or calling 1-929-436-2866 Meeting ID: 869 3780 4659. The meeting will be recorded and will be posted on the Agency's website.

The purpose of the meeting is to consider the following:

1. Conflict of Interest Disclosures
2. Proof of Meeting Notice
3. Bills and Communications
4. Approval of Minutes
   October 14, 2026
5. Report from Treasurer
   A. Financial Report
6. Reports from Committees
   A. Finance & Audit Committee
   B. Committee Assignments for 2027
7. Unfinished Business
8. New Business
   A. For Consideration and Approval of a Supplemental Authorizing Resolution for T-Rex Hyde Park Owner LLC / Bellefield 2023 Project – Phase 2 (Town of Hyde Park) authorizing an extension of the Project's Completion Date and Sales Tax Exemption Expiration Date to December 31, 2029
   B. For Consideration and Approval of a Supplemental Authorizing Resolution for Nonno's Garden LLC, Anra's Nest LLC and Harlem Valley Homestead LLC / Harlem Valley Homestead 2024 Project (Town of Dover) authorizing an extension of the Project's Completion Date and Sales Tax Exemption Expiration Date to December 31, 2028
   C. For Consideration and Approval of a Supplemental Authorizing Resolution for One Dutchess Phase 3, LLC (Town of Poughkeepsie) authorizing (i) a waiver of the notice period for the Company's early termination of the Lease Agreement, and (ii) the execution of a Post-Termination Compliance Agreement.
   D. For Consideration and Approval of a Preliminary Resolution for Champlain Hudson Power Express (Dutchess County) to induce a Project providing for a Payment in Lieu of Taxes for an approximately $126,189,292 project consisting of the Dutchess County portion of a 1,250-megawatt high-voltage direct current electric transmission line, approximately 25.3 miles in length, installed underwater along the Dutchess County side of the Hudson River.

Information Copy		
Sue Serino, DC Executive Eoin Wrafter, Dutchess County	Robin Mack, Executive Director Jane Denbaum, CFO Donald Cappillino, Counsel Elizabeth Cappillino, Counsel	H. Gross, Mid-Hudson News

Th!nk DUTCHESS

Dutchess County DC ida Industrial Development Agency

3 Neptune Road, Suite A21, Poughkeepsie, NY 12601
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

BOARD OF DIRECTORS REGULAR MEETING

Wednesday, November 18, 2026
8:00 AM

AGENDA

1. Roll Call
2. Conflict of Interest Disclosures
3. Proof of Meeting Notice
4. Bills and Communications
5. Approval of Minutes
   October 14, 2026
6. Report from Treasurer
   A. Financial Report
7. Reports from Committees
   A. Finance & Audit Committee
   B. Committee Assignments for 2027
8. Unfinished Business
9. New Business
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   D. For Consideration and Approval of a Preliminary Resolution for Champlain Hudson Power Express (Dutchess County) to induce a Project providing for a Payment in Lieu of Taxes for an approximately $126,189,292 project consisting of the Dutchess County portion of a 1,250-megawatt high-voltage direct current electric transmission line, approximately 25.3 miles in length, installed underwater along the Dutchess County side of the Hudson River.
10. Adjournment

In compliance with NYS Senate Bill S88, signed into law on August 27, 2019 and effective as of January 2020, this meeting will be recorded.

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DRAFT

MINUTES

Dutchess County DCida Industrial Development Agency

3 Neptune Road, Poughkeepsie, NY 12601
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

BOARD OF DIRECTORS REGULAR MEETING

Wednesday, October 14, 2026

Present:
Mark Doyle, *Chairman*
Ronald J. Piccone II, *Vice Chairman/Treasurer*
Thomas J. LeCount, *Secretary*
Brian Berryann
Kristofer Munn

Also Present:
Robin Mack, *Executive Director*
Jane Denbaum, *CFO*
Jasmin Haylett, *Office Administrator*
Peter Kollmar, *Compliance Associate*
Counsel: Elizabeth Cappillino & Don Cappillino
New Board Member: John Zeolla, Jr.
MHTC (Eastdale): John Hettinger
POU Development: David Sherman
Guests: Doreen Tignanelli, Eoin Wrafter, Jim Beretta, Valerie Murphy

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On Wednesday, October 14, 2026, the Dutchess County Industrial Development Agency [DCIDA] Board of Directors regular meeting was called to order by Chairman Doyle at 8:04 AM. Quorum was established with the following members: Mark Doyle, Jamie Piccone II, Kristofer Munn, Tom LeCount and Brian Berryann.

CONFLICT OF INTEREST DISCLOSURES
Chairman Doyle asked board members if they had any potential conflicts with any items on the agenda. No conflict was noted.

PROOF OF MEETING NOTICE
The meeting notice was posted on October 9, 2026.

BILLS AND COMMUNICATIONS
None

APPROVAL OF MINUTES
Chairman Doyle asked for a motion to approve the September 16, 2026 and September 29, 2026 meeting minutes of the Dutchess County Industrial Development Agency.

A motion was made by Mr. Berryann, duly seconded by Mr. Munn to approve the DCIDA Board of Directors meeting minutes for September 16, 2026 and September 29, 2026. The roll call was taken; all voted in favor, and the motion was passed.

REPORT OF THE TREASURER

A. Financial Report
Ms. Denbaum reported on September 30, 2026 Balance Sheet and Profit & Loss Statement
- The current cash balance is $5,422,718.98
- On the P&L sheet:
  - The cash revenue before PILOTs is $6,524,773.94 to a budget of $326,650.00 which is favorable to budget by $6,198,123.94
  - The total expense before PILOTs is $678,984.10 to a budget of $764,303.00 which is favorable to budget by $85,318.90
  - There is a net income of $5,845,789.84 to a budgeted net loss of $437,653.00 which is favorable to budget by $6,283,442.84

REPORTS OF COMMITTEES

A. Finance & Audit Committee
- For Consideration and Approval of Auditing Firm
  Mr. Piccone noted the following:
  - The committee met on September 22, 2026
  - Five RFPs were sent out and the only firm that responded was RBT, which will be merging with UHY
  - The Committee recommends RBT as the auditing firm

  A motion was made by Mr. LeCount, duly seconded by Mr. Berryann to approve RBT as the auditing firm for DCIDA. The roll call was taken; all voted in favor, and the motion was passed.

- For Consideration and Approval of the 2027 IDA Budget
  Mr. Piccone gave an overview of the revenues and expenditures from the 2026 End of Year and the Proposed 2027 Budget Narrative.

  Questions, responses and comments ensued.

  A motion was made by Mr. Piccone II, duly seconded by Mr. Berryann to approve the 2027 IDA Budget. The roll call was taken; all voted in favor, and the motion was passed.

B. Waiver/Exemption Workgroup
Ms. Mack noted that in August the board asked the Waiver/Exemption workgroup to meet to discuss and review the waiver requests from POU Development. The work group met and asked POU Development to submit RFPs to local contractors for rates and wages. POU Development was able to identify a local contractor for the tile work that needed to be done.

Questions, responses and comments ensued.

ANNOUNCEMENT

Chairman Doyle welcomed and introduced, John Zeolla as the new board member to the IDA and LDC. Mr. Zeolla proceeded to introduce himself.

UNFINISHED BUSINESS

None

NEW BUSINESS

A. For Consideration and Approval of a Supplemental Authorizing Resolution for MHTC Development, LLC – Eastdale Village Project (Town of Poughkeepsie) authorizing an extension of the Master Project's completion date to December 31, 2026.

Ms. Mack introduced the resolution and Chairman Doyle welcomed Mr. Hettinger who proceeded to explain the reason for the extension request.

Discussion ensued with questions, responses and comments.

A motion was made by Mr. Piccone II, duly seconded by Mr. Berryann to approve the Supplemental Authorizing Resolution for MHTC Development, LLC – Eastdale Village Project (Town of Poughkeepsie) authorizing an extension of the Master Project's completion date to December 31, 2026. The roll call was taken; all voted in favor, and the motion was passed.

B. For Consideration and Approval of request by POU Development LLC (Sky Harbor Group) for a partial waiver of the Agency's Local Workforce Utilization Policy for certain trade contracts, based on a national purchase agreement, specialized construction needs, lack of qualified/available local workforce, and significant cost differentials.

Chairman Doyle introduced the resolution, and Mr. Sherman proceeded to speak about the project and the waiver requests that were reviewed by the Waiver/Exemption Workgroup.

Discussion ensued with questions, responses and comments.

A motion was made by Mr. LeCount, duly seconded by Mr. Piccone II to approve the request by POU Development LLC (Sky Harbor Group) for a partial waiver of the Agency's Local Workforce Utilization Policy for certain trade contracts, based on a national purchase agreement, specialized construction needs, lack of qualified/available local workforce, and significant cost differentials. The roll call was taken; all voted in favor, and the motion was passed.

C. IDA Table at the Business Excellence Awards
Ms. Mack noted that the date for the BEA was changed from October 29 to December 10, and that the IDA will purchase a table at the event.

ADJOURNMENT
There being no further business on the agenda to discuss, the meeting was adjourned by Chairman Doyle at 9:02 AM.

Respectfully submitted,

Thomas J. LeCount, Secretary _____ Date

Meeting 10/14/2026
Approved _____
Certified _____

Dutchess County Industrial Development Agency
Balance Sheet
As of October 31, 2026

		Oct 31, 26
ASSETS		
Current Assets		
Checking/Savings		
1010 · Cash		
1152 · Money Market TD Bank	6,845,967.55	
1156 · CD2 - NBT (Salisbury)	2,094,030.77	
Total 1010 · Cash		8,939,998.32
Total Checking/Savings		8,939,998.32
Accounts Receivable		
11000 · Accounts Receivable		43,033.00
Total Accounts Receivable		43,033.00
Total Current Assets		8,983,031.32
Fixed Assets		
1390 · Furniture & Equipment		
1680 · Furniture & Equipment	3,115.81	
1710 · Accumulated Depreciation	-3,115.81	
Total 1390 · Furniture & Equipment		0.00
Total Fixed Assets		0.00
Other Assets		
1175 · Other Assets		
1310 · Prepaid Expense	1,531.87	
Total 1175 · Other Assets		1,531.87
1400 · Receivables - LT		120,608.57
1600 · Escrow Deposits		
1601 · Cricket Valley Escrow Deposit	2,045,226.26	
Total 1600 · Escrow Deposits		2,045,226.26
Total Other Assets		2,167,366.70
TOTAL ASSETS		**11,150,398.02**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · *Accounts Payable		180.55
Total Accounts Payable		180.55
Total Current Liabilities		180.55
Long Term Liabilities		
2300 · Escrow Deposit Liability		
2301 · Cricket Valley Escrow Deposit	2,045,226.26	
Total 2300 · Escrow Deposit Liability		2,045,226.26
Total Long Term Liabilities		2,045,226.26
Total Liabilities		2,045,406.81
Equity		
2490 · Fund Balance		
3200 · Fund Balance IDA	-25,000.00	
Total 2490 · Fund Balance		-25,000.00

Dutchess County Industrial Development Agency
Balance Sheet
As of October 31, 2026

	Oct 31, 26
30000 · Opening Balance Equity	1,447,427.47
32000 · Unrestricted Net Assets	1,833,911.89
Net Income	5,848,651.85
Total Equity	9,104,991.21
TOTAL LIABILITIES & EQUITY	11,150,398.02

Dutchess County Industrial Development Agency
Profit & Loss Budget vs. Actual
January through October 2026

	Jan - Oct 26	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4000 · Cash Revenues				
4020 · Administrative Fees	6,369,156.16	175,000.00	6,194,156.16	3,639.5%
4030 · Application Fees	6,000.00	1,000.00	5,000.00	600.0%
4035 · Compliance Fees	24,047.00	29,000.00	-4,953.00	82.9%
4040 · Fees - Other	64,650.00	56,650.00	8,000.00	114.1%
4910 · Interest	86,233.34	65,000.00	21,233.34	132.7%
Total 4000 · Cash Revenues	6,550,086.50	326,650.00	6,223,436.50	2,005.2%
4150 · PILOT Payments	11,477,179.43			
Total Income	18,027,265.93	326,650.00	17,700,615.93	5,518.8%
Expense				
6000 · Expenditures				
6240 · Audit	0.00	14,300.00	-14,300.00	0.0%
6260 · Dues, Publications, Subs	875.00	3,000.00	-2,125.00	29.2%
6280 · Insurance	4,388.68	4,500.00	-111.32	97.5%
6350 · Misc	3,585.42	5,500.00	-1,914.58	65.2%
6500 · Professional Service Contracts	625,000.00	655,000.00	-30,000.00	95.4%
6510 · Professional Services	66,057.75	74,150.00	-8,092.25	89.1%
6520 · Rent	1,527.80	4,353.00	-2,825.20	35.1%
6550 · Travel & Meetings	0.00	3,500.00	-3,500.00	0.0%
Total 6000 · Expenditures	701,434.65	764,303.00	-62,868.35	91.8%
6450 · PILOT Payment	11,477,179.43			
Total Expense	12,178,614.08	764,303.00	11,414,311.08	1,593.4%
Net Ordinary Income	5,848,651.85	-437,653.00	6,286,304.85	-1,336.4%
Net Income	**5,848,651.85**	**-437,653.00**	**6,286,304.85**	**-1,336.4%**

SUPPLEMENTAL AUTHORIZING RESOLUTION
(Bellefield 2023 Project – Phase 2)

A regular meeting of the Dutchess County Industrial Development Agency was convened in public session at 8:00 a.m., local time, at the office of the Dutchess County Industrial Development Agency, Three Neptune Road, Poughkeepsie, New York on November 18, 2026.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Mark Doyle, Chairman
Ronald J. Piccone, II, Vice Chairman/Treasurer
Thomas J. LeCount, Secretary
Brian C. Berryann
Kristofer Munn
John Zeolla, Jr.

ABSENT:

ALSO PRESENT: Robin D. Mack, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain industrial development facility (Bellefield 2023 Project – Phase 2) as more particularly described below:

SUPPLEMENTAL RESOLUTION OF THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE EXTENSION OF THE COMPLETION DATE FOR THE PROJECT IN CONNECTION WITH A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR T-REX HYDE PARK OWNER, LLC, AND APPROVING THE EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Dutchess County Industrial Development Agency (the "**Agency**") was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to T-Rex Hyde Park Owner, LLC, a Delaware limited liability company authorized to do business in New York with offices c/o PKF O'Connor Davies, LLP, 500 Mamaroneck Avenue, Suite 301, Harrison, New York 10528 (the "**Company**"), for the following project (the "**Project**") to be constructed, improved,

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Attorneys at Law
Seven Broad Street
P.O. Box 390
Pawling, New York
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reconstructed, repaired, renovated, installed, furnished and equipped in multiple phases (which may include sub-phases) and located on portions of approximately 45 acres of land located at 3760 Albany Post Road a/k/a 15 West Dorsey Lane, Hyde Park, New York, and further described on Exhibit A attached to the hereinafter defined Master Lease Agreement (the "**Land**"), consisting of the following (the "**Facility**"):

(A) the construction of the following improvements:

i. approximately 344 residential rental units situated in one residential apartment building and multiple mixed-use apartment and commercial buildings with a total aggregate square footage of approximately 395,170 square feet of residential space;

ii. approximately 175,000 square feet of mixed commercial use space situated in multiple buildings and currently anticipated to include a winery, food hall, clubhouse, and other commercial and retail spaces in line with the overall development's culinary, tourism and hospitality components;

iii. one approximately 10,000 square foot building for sales and marketing;

iv. approximately 130,000 square feet situated in approximately four buildings to be used for educational purposes; and

v. approximately 22,250 square feet of community space, including a community center (collectively, items (i) through (v) are the "**Improvements**"); and

(B) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively, the "**Equipment**"); and

WHEREAS, the Project was approved by resolution duly adopted by the Agency on August 25, 2023 (the "**Original Authorizing Resolution**"), as supplemented and amended by subsequent resolutions of the Agency approving amendments to the Project (collectively with the Original Authorizing Resolution, the "**Authorizing Resolutions**"); and

WHEREAS, the Company and the Agency previously entered into a Master Company Lease Agreement, dated as of August 1, 2023, as amended from time to time (the "**Master Company Lease**"), with respect to the Facility; and

WHEREAS, the Agency and the Company previously entered into a Master Lease and Project Agreement, dated as of August 1, 2023, as amended from time to time (the "**Master Lease Agreement**"), whereby the Agency leased the Facility to the Company; and

WHEREAS, pursuant to Section 3.6 of the Master Lease Agreement, the Company agreed to complete the construction and equipping of the Facility no later than December 31, 2026 (the "**Completion Date**"); and

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WHEREAS, by letter dated October 12, 2026 (the "**Extension Request**"), the Company advised the Agency that it has been sequencing the overall Bellefield development so that the residential components are advanced first, in order to establish the residential population and infrastructure needed for the commercial components to succeed, and that this sequencing has extended the time needed to complete the Phase 2 commercial components beyond December 31, 2026; and

WHEREAS, in the Extension Request, the Company has requested an amendment to the Master Lease Agreement to extend the Completion Date for the Project from December 31, 2026 to December 31, 2029; and

WHEREAS, the Company has represented that the Extension Request is solely for an extension of the existing benefit period and does not seek an increase in or expansion of the financial assistance previously approved by the Agency; and

WHEREAS, the Agency has reviewed the Extension Request; and

WHEREAS, in connection therewith, the Company and the Agency intend to amend the Master Lease Agreement pursuant to the terms of an Extension Agreement, dated as of December 1, 2026 (the "**Extension Agreement**"), to extend the Completion Date from December 31, 2026 to December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Board of Directors of the Agency hereby approves the extension of the Completion Date to no later than December 31, 2029.

Section 2. The Agency otherwise hereby reaffirms and readopts all the findings and determinations in the Authorizing Resolutions.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) execute and deliver the Extension Agreement, in such forms and containing such terms, conditions and provisions as the person executing the same on behalf of the Agency shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof, and (ii) execute, deliver and perform such other related documents to which the Agency is a party, as may be necessary or appropriate.

Section 4. The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Extension Agreement in such form as the Chairman, Vice Chairman, any member of the Agency or the Executive Director shall approve, and such other related documents (including any updated sales tax agent appointment letters and any related filings with the New York State Department of Taxation and Finance) as may be, in the judgment of the Executive Director and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution. The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

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Section 5. This resolution shall take effect immediately.

The resolution was duly moved by [ ], seconded by [ ], discussed and adopted with the following members voting:

Mark Doyle, Chairman	VOTING
Ronald J. Piccone, II, Vice Chairman/Treasurer	VOTING
Thomas J. LeCount, Secretary	VOTING
Brian C. Berryann	VOTING
Kristofer Munn	VOTING
John Zeolla, Jr.	VOTING

The Resolution was thereupon declared duly adopted.

Adopted: November 18, 2026

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Attorneys at Law
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Pawling, New York
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EXTENSION AGREEMENT

This Extension Agreement, dated as of December 1, 2026 (this "**Extension Agreement**"), is by and between T-REX HYDE PARK OWNER, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having offices c/o PKF O'Connor Davies, LLP, 500 Mamaroneck Avenue, Suite 301, Harrison, New York 10528 (the "**Company**"), and DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 3 Neptune Road, Poughkeepsie, New York 12601 (the "**Agency**").

WHEREAS, the Agency previously provided its assistance to the Company in connection with a certain mixed-use commercial facility (the "**Project**") to be constructed, improved, reconstructed, repaired, renovated, installed, furnished and equipped in multiple phases (which may include sub-phases) and located on portions of approximately 45 acres of land located at 3760 Albany Post Road a/k/a 15 West Dorsey Lane, Hyde Park, New York, and further described on Exhibit A attached to the hereinafter defined Master Lease Agreement (the "**Land**"), consisting of the following (the "**Facility**"):

(A) the construction of the following improvements:

i. approximately 344 residential rental units situated in one residential apartment building and multiple mixed-use apartment and commercial buildings with a total aggregate square footage of approximately 395,170 square feet of residential space;

ii. approximately 175,000 square feet of mixed commercial use space situated in multiple buildings and currently anticipated to include a winery, food hall, clubhouse, and other commercial and retail spaces in line with the overall development's culinary, tourism and hospitality components;

iii. one approximately 10,000 square foot building for sales and marketing;

iv. approximately 130,000 square feet situated in approximately four buildings to be used for educational purposes; and

v. approximately 22,250 square feet of community space, including a community center (collectively, items (i) through (v) are the "**Improvements**"); and

(B) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively, the "**Equipment**"); and

WHEREAS, the Project was approved by resolution duly adopted by the Agency on August 25, 2023 (the "**Original Authorizing Resolution**"), as supplemented and amended by subsequent resolutions of the Agency approving amendments to the Project (collectively with the Original Authorizing Resolution, the "**Authorizing Resolutions**"); and

WHEREAS, the Company and the Agency previously entered into a Master Company Lease Agreement, dated as of August 1, 2023, as amended from time to time (the "**Master Company Lease**"), with respect to the Facility; and

WHEREAS, the Agency and the Company previously entered into a Master Lease and Project Agreement, dated as of August 1, 2023, as amended from time to time (the "**Master Lease Agreement**"), whereby the Agency leased the Facility to the Company; and

WHEREAS, pursuant to Section 3.6 of the Master Lease Agreement, the Company agreed to complete the construction and equipping of the Facility no later than December 31, 2026 (the "**Completion Date**"); and

WHEREAS, pursuant to the Authorizing Resolutions, the Agency authorized financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials or other personal property with respect to the Project, consistent with the policies of the Agency, which will expire on the Completion Date (the "**Sales Tax Term**"); and

WHEREAS, by letter dated October 12, 2026 (the "**Extension Request**"), the Company advised the Agency that it has been sequencing the overall Bellefield development so that the residential components are advanced first, in order to establish the residential population and infrastructure needed for the commercial components to succeed, and that this sequencing has extended the time needed to complete the Phase 2 commercial components beyond December 31, 2026; and

WHEREAS, the Company has represented that the Extension Request is solely for an extension of the existing benefit period and does not seek an increase in or expansion of the financial assistance previously approved by the Agency; and

WHEREAS, in order to complete the acquisition, construction and equipping of the Project, the Company requested that the Agency extend the Completion Date from December 31, 2026 to December 31, 2029 (the "**Completion Date Extension**"); and

WHEREAS, the effect of the Completion Date Extension will be an extension of the Sales Tax Term to expire on December 31, 2029 (the "**Sales Tax Term Extension**"); and

WHEREAS, by resolution duly adopted on November 18, 2026, the Agency approved the Completion Date Extension, consistent with the policies of the Agency; and

WHEREAS, the Company and the Agency shall now enter into this Extension Agreement to provide for the Completion Date Extension and the Sales Tax Term Extension.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

1. The Agency hereby consents to the Completion Date Extension, the effect of which shall be the Sales Tax Term Extension.

2. The Agency and the Company hereby replace in entirety Section 3.6 of the Master Lease Agreement to read as follows:

"Section 3.6 Certificates of Completion. To establish the Completion Date, the Company shall deliver to the Agency (i) a certificate signed by an Authorized Representative of the Company in the form set forth in Exhibit J attached hereto, together with all attachments required thereunder stating (a) that the Project Work has been completed in accordance with the Plans and Specifications therefor, and (b) that payment for all labor, services, materials and supplies used in such Project Work has been made or provided for; (ii) the Final Project Cost Budget, which budget will include a comparison with the project cost budget information listed in the Project Application Information and shall include all costs paid or incurred by the Company in connection with the Facility, and (iii) such other certificates and information as may be reasonably satisfactory to the Agency. The Company shall not be entitled to any refund or credit of the Agency's fee if the Final Project Cost Budget is lower than provided in the Project Application Information. The Company agrees that the Completion Date shall be no later than December 31, 2029, which may be extended with the approval of the Agency, which approval shall not be unreasonably withheld."

3. The Agency and the Company hereby agree that the Agency will file an amended Form ST-60 with New York State reflecting the extension of sales tax benefits to December 31, 2029.

4. All other provisions of the Master Lease Agreement not otherwise amended or modified by this Extension Agreement are hereby ratified and confirmed and remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the Master Lease Agreement.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

The Agency and the Company have caused this Extension Agreement to be signed as of the date first above written.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Robin D. Mack
Title: Executive Director

T-REX HYDE PARK OWNER, LLC

By: _____
Name: Thomas M. Mulroy
Title: President

DRAFT

[Signature Page to Extension Agreement]

BELLEFIELD

AT HISTORIC HYDE PARK

An affiliate of T-Rex Capital Group, LLC

October 12, 2026

Robin Mack
Executive Director
Dutchess County IDA
3 Neptune Road
Poughkeepsie, NY 12601

Dear Ms. Mack,

T-Rex Hyde Park Owner, LLC ("T-Rex") is the project operator of the Bellefield 2023 Project – Phase 2 (IDA Project No. 13022304), located within the Bellefield development in Hyde Park, New York. Phase 2 includes ~395k sqft of residential development, ~175k sqft of commercial space and ~160k sqft of educational and community space.

Since the Agency's original approval, T-Rex has continued to make substantial progress advancing Bellefield. As the project has progressed, our discussions with prospective commercial developers, operators and investors have demonstrated that additional residential development and on-site activity are important considerations in their evaluation of new commercial commitments at Bellefield. Accordingly, the sequencing of the overall development has placed significant emphasis on establishing the residential population and infrastructure necessary to support the commercial components of the master plan.

Significant progress is being made toward that objective. Phase 2B (multifamily subsector of Phase 2) has received unconditional site plan approval for a 341-unit apartment complex. Several other non-Phase 2 segments of the overall development representing approximately 300 residential units are currently under construction, have received conditional site plan approval or are about to submit applications to the Town of Hyde Park for site plan approval. These residential approvals and construction activities have materially advanced Bellefield and increased interest from commercial developers and companies evaluating potential projects within the development.

On the commercial side, T-Rex is working with architects, potential investors and development partners on the planning and development of the Village Green commercial area. T-Rex is also working with a group evaluating the development of the commercial opportunity within Bellefield 2023 Project -- Phase 2.

The sequencing necessary to establish the substantial residential foundation, while also advancing these commercial opportunities, has significantly extended the timeframe required to complete the Phase 2 commercial components beyond the current December 31, 2026 benefit period.

Accordingly, T-Rex respectfully requests that the Agency extend the existing authorization for T-Rex and its duly appointed agents to receive the necessary IDA sales tax benefits previously approved for the Bellefield 2023 Project – Phase 2 until December 31, 2029. We would also like to request an extension of the construction Completion Date of the Bellefield 2023 – Phase 2 project until December 31, 2029, to coincide with the IDA sales tax benefits amendment request date.

This request is solely for an extension of the existing benefit period and does not seek an increase in or expansion of the financial assistance previously approved by the Agency. The requested extension will allow T-Rex to continue implementing the Phase 2 development as the residential population, infrastructure and broader Bellefield development mature and create the conditions necessary to support the remaining Phase 2 commercial development and additional commercial investment at Bellefield.

We appreciate the Agency's consideration of this request and would be pleased to provide any additional information that may be required.

Regards,
T-Rex Hyde Park Owner, LLC

T-Rex Hyde Park Owner, LLC

Ladies and Gentlemen:

Enclosed please find the application of the Dutchess County Industrial Development DCIDA (the "DCIDA"). Please be advised that there is a $1,000.00 application fee to be paid by the client and to be enclosed with the completed application in order to enable the DCIDA to proceed with the benefit package.

You will receive an Engagement Letter which constitutes an explanation of legal fees and costs related to our counsels' work with respect to your project. This Engagement Letter will require an escrow account of $5,000.00 and our counsel will invoice you monthly on an hourly rate basis for services rendered and deduct it from the escrow account. Should you terminate the agreement or abandon the project, any unused funds will be returned to you. If you have any questions concerning this matter, please contact me.

I advise you that the DCIDA itself does not lend money. Instead, the DCIDA issues bonds for the benefit of the project applicant. The project applicant must find a purchaser of the bonds and agree as to terms and conditions of repayment, interest rate, interim advances during construction, what securities are to be pledged, etc., just as the project applicant and a lender would in any other secured transaction. On filing an application, the project applicant should be fairly secure in knowing where to obtain the requisite moneys.

No work should be commenced or construction contracts entered into or materials ordered or land purchased if any of these expenses are to be included in the bond issue prior to the DCIDA passing an Inducement Resolution and Agreement with the project applicant after an application is filed. To do so may jeopardize the inclusion of the expense of such item in the bond issue.

In completing the application, please note certain material is requested that is required by statute in order to authorize the issuance of the bonds, to wit: the increased employment and your history as to location and why you are expanding or locating in Dutchess County. The bonds are issued as an inducement in industrial, commercial and warehousing facilities that presently do not exist in Dutchess County, or, if they exist, there is an expansion program contemplated. The bond proceeds cannot be used in any way for refinancing existing mortgages.

Prior to the issuance of IDA benefits (PILOT and/or bonds), the project applicant is required to make an agreement in lieu of taxes with all local taxing authorities and furnish the DCIDA with a certified copy of all of the agreements in lieu of taxes. An issue will not close without this document in place. The processing fees of the DCIDA is one percent (1%) of the first $25 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $25 million. Processing fees for industrial and manufacturing projects are one percent

(1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million.

The project applicant additionally will be required to pay DCIDA Counsel fees, Bond Counsel fees and other direct expenses of the DC IDA, including, but not limited to, local workforce compliance monitoring fees, special reports and accounting and engineering expenses. The project applicant agrees that such legal fees and other direct expenses of the DC IDA such as publication costs and stenographer's fees are payable separately from the application and processing fees. The above fees will be payable in full on the sale of the bonds. Failure and neglect to proceed to close will result in pro rata tender of billings.

Upon receiving the application in my office, I will convene a meeting of the DCIDA to meet with the principals personally to discuss the application, as now required by DCIDA policy.

Please note that the DCIDA is under no obligation to act favorably on this application, and the project applicant agrees to release the DCIDA, its members, its staff, its successors and assigns from any claim against the DCIDA that may arise from the DCIDA's processing the application or by the DCIDA's either granting or denying the application.

Because the DCIDA is an exempt organization under the Internal Revenue Code of 1986, as amended, I advise you further that certain benefits will accrue during construction, such as the nonpayment of sales taxes on goods purchased for either initial construction or start-up equipment. Furthermore, upon the filing of documents, no mortgage tax will be necessary between the DCIDA and a trustee or bank collecting the moneys during the financing for the repayment of bonds. In accordance with New York State regulations, you are advised that we are obligated to include a "Recapture of Benefit Provision" in our application which details DCIDA procedure to be utilized to recapture benefits given to projects in certain instances.

If I can be of further assistance, please feel free to contact our office.

Very truly yours,

Sarah Lee
Executive Director

Enclosures

PLEASE TAKE NOTICE — The DC IDA in certain respects is subject to the Freedom of Information Law or Sunshine Laws of the State of New York. If there are any confidential matters or negotiations for real property taking place that would be adversely affected by revelation of the particulars to the public or media, it is suggested that this matter be discussed with the DCIDA Counsel or personnel directly and not set forth in the initial application unless required by Bond Counsel for the preparation of the Inducement Resolution. Any financial disclosures of the

project applicant requested should be marked confidential to ensure their attention as confidential documents. Although the DCIDA does not pass on the project applicant's financial ability to pay, which is the bond purchaser's prerogative, the DCIDA does want to know that the project applicant is a viable business enterprise.

To help companies locate here, make needed capital expansion or grow existing and new jobs.

3 Neptune Road
Poughkeepsie, NY 12601
Phone: 845.463.5400 Fax: 845.463.0100
Email: info@thinkdutchess.com
www.thinkdutchess.com

APPLICATION FOR FINANCIAL ASSISTANCE

DCIDA Board and Staff

OFFICERS

Chairman
Timothy E. Dean

Vice Chairman
Mark Doyle

Secretary/Treasurer
Kathleen M. Bauer

Executive Director
Sarah Lee

Chief Financial Officer
Jane Denbaum

Compliance Officer/
Records Access Officer
Jane Denbaum

BOARD OF DIRECTORS

Amy Bombardieri
Kathleen M. Bauer
Timothy E. Dean
Mark Doyle
Ronald J. Piccone II
Don Sagliano
Alfred D. Torreggiani

Counsel
Donald Cappillino
Elizabeth Cappillino

COUNTY GOVERNMENT

County Executive
Marcus J. Molinaro
Dutchess County Office Building 22 Market Street, Sixth Floor
Poughkeepsie, NY 12601
Tel.# (845) 486-2000(B)
Fax # (845) 486-2021
Email: mmolinaro@dutchessny.gov

This e-mail address is being protected from spambots.

Dutchess County Legislature
A. Gregg Pulver, Chairman
Dutchess County Office Building 22 Market Street, Sixth Floor
Poughkeepsie, NY 12601
Tel # (914) 474-0908 (B)
Fax # (845) 486-2113
Email: gpulver@dutchessny.gov

MISSION STATEMENT

The Dutchess County Industrial Development Agency [DCIDA] was created to further economic development in Dutchess County by providing financial assistance to private entities through tax incentives including the issuance of bonds to facilitate the building of capital projects with the resultant construction jobs and permanent follow on employment.

INSTRUCTIONS

I. Application Submission and Application Fees

All applications will be subject to approval of the Dutchess County Industrial Development DCIDA ("DCIDA") and no financial Assistance can be provided, including a sales tax exemption on purchases made prior to DCIDA approval, until the application has been approved.

The DCIDA will not approve any applications unless, in the judgment of the DCIDA, the application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action. The DCIDA may find it necessary to request additional information, should additional information be required the DCIDA will not consider the application complete until all additional information is received.

The DCIDA will not give final approval to this application until the DCIDA receives a completed environmental assessment form concerning the Project.

All projects receiving a benefit greater than $100,000 are required to have a public hearing inclusive of a 10 day notice before any approval can be granted by the DCIDA.

The DCIDA has established an application fee of $1,000.00 to cover the anticipated costs of processing the application. A check or money order made payable to the Dutchess County Industrial Development DCIDA (DC IDA) must accompany each application. The Application WILL NOT be accepted by the DCIDA unless accompanied by the application fee.

When completed, return the application to the *Dutchess County IDA, 3 Neptune Road, Poughkeepsie, NY 12601*.

The applicant will be required to pay to the DCIDA the actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the DCIDA's bond issued to finance the project). The Applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the DCIDA. The costs incurred may be considered as part of the bond issue.

The DCIDA has established an administrative fee for each project it engages. Unless the DCIDA agrees in writing to the contrary, the project fee is required to be paid by the applicant at or prior to the granting of any financial assistance by the DCIDA

II. Application Components and Exhibits

The sections below are included in the Application. These make up the required information and documents that must be completed and submitted to the DCIDA in order for your Application to be considered. Failure to provide information may impact your project being considered in a timely manner.

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")

If an estimate is given as an answer to a question, put "est." after the figure or answer, which is estimated.

If more space is needed to answer any question, please attach a separate sheet.

General Information

Section 1- **Applicant Information**

Section 2 – **Project Description and Details**

Section 3 – **Project Evaluation & Assistance Framework**

Section 4 – **Retail Determination**

Section 5 – **Inter-Municipal Move Determination**

Section 6 – **Single or Multi-Tenant Determination**

Section 7 – **Representations, Certifications and Indemnification Forms**

Section 8 – **Local Workforce Certification Form**

Attachment 1 – Environmental Assessment Form (EAF)– An Environmental Assessment must be completed for every project. The Short Environmental Assessment Form is available on the DCIDA Website at https://thinkdutchess.com/ida/application/. However in some instances a Long Form EAF may need to be completed.

Attachment 2 - DCIDA Standard Fee Schedule and other Fees

Attachment 3 – Additional Community Benefit Metrics Definition

III. Insurance

Once a project is approved by the DCIDA, insurance will be required. Details of the required insurance will be provided in the DCIDA contracts, in the meantime please note that insurance is to be provided after Board approval but prior to utilization of your IDA benefits. Insurance shall be maintained during the term of any applicable Agent Agreement or Lease Agreement by and between the DCIDA and Project Applicant. Proof of Insurance will be required and requested on an annual basis.

IV. Local Workforce Policy

Construction jobs though limited in time duration, are vital to the overall employment opportunities in Dutchess County.

For projects $10,000,000 and above, the DCIDA believes that Project Applicants, as a condition to receiving a real property tax abatement also referred to as a Payment in Lieu of Taxes (PILOT) from the Agency, will be required to utilize qualified Workforce for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

The Local Area is defined as individuals residing in the following County /Cities /Towns /Villages as well as the following Counties (collectively, the "Local Area"): Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County. Companies receiving a PILOT as part of their financial assistance shall ensure that at least 80% of total work hours of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively the "Workers") working on the Project Site must reside within the Local Area. The 80% shall be measured by hours in total at the time of completion of the project. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Area to qualify under the 80% local Workforce criteria.

It is understood that at certain times, Workers residing within the Local Area may not be available with respect to a Project. Under this condition, the Company is required to contact the DCIDA to request a waiver of the Local Utilization Requirement (the "Local Workforce Utilization Waiver Request") waivers may be granted in the following situations (a) Warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers (b) Specialized construction for which qualified Local Workforce Area workers are not available (c) Significant cost differentials in bid prices whereby the use of local Workforce significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations (d) Documented lack of workers meeting the Local Workforce Area

requirement. The DCIDA shall evaluate the Local Workforce Utilization Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

V. Recapture of Financial Assistance

In order to better ensure the integrity of the projects that receive Financial Assistance from the DCIDA, has determined that is in the public interest: (a) to ensure the continuity of such project and the jobs created by such projects; (b) ensure the use of local workforce during project construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (c) to ensure that the investment amount as proposed by the Applicant and approved by the DCIDA is made (d) to ensure that the state and local taxes and use tax exemption benefits are utilized in the amount as so authorized by the DCIDA (e) to ensure the state and local sales and use tax exemptions benefits are only utilized by the company/applicant and its duly appointed agents; (f) to ensure that the state and local sales and use tax are only utilized on the specific project as described in the Application and (g) to ensure that the Company complies with the certain material terms and conditions as determined by the DCIDA. At such time as the Applicant fails to meet the terms of the Agreement including failing to retain and create jobs as represented in the Application a recapture of any or all state and local sales and use tax exemption benefits, mortgage recording tax exemption benefits and real property abatement benefits may be required to be paid by the Applicant.

Details on the DCIDA Policies can be found on the DCIDA Website (https://thinkdutchess.com/ida/dcida-public-documents-and-policies/)

- Maintaining Performance Based incentives for projects granted assistance including a PILOT
- Projects granted assistance without a PILOT.

VI. Submission and Acceptance of the Application for Financial Assistance

Please note that the DCIDA is under no obligation to act favorably on this application, and the project applicant agrees to release the DCIDA, its members, its staff, its successors and assigns from any claim against the DCIDA that may arise from the DCIDA's processing the application or by the DCIDA's either granting or denying the application.

Please note that Article 6 of the Public Officers Law declares that all records in the possession of the DCIDA (with certain limited exceptions) are open to public inspection and copying. Also, as of December 2018, the IDA will post project applications on the Agency's

website. 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 Public Officers Law.

General Information

I. Project Identification

Company Name T-Rex Hyde Park Owner LLC	FEIN 30-0704969
Address c/o PKF O'Connor Davies, 500 Mamaroneck Ave., Ste. 301	Name and Title of Contact Person Thomas M. Mulroy, President
City / County / Zip Harrison / NY / 10528	Telephone Number 212-486-1222
website www.trexcapitalgroup.com	email TMulroy@TRexCapitalGroup.com
Full Address of the site/location of the proposed project, including County and Zip Code 15 W. Dorsey Lane, Hyde Park, Dutchess County, New York 12538	

II Project Request

Please check which type of assistance you are applying for (select all that apply):

Bond Issuance (Tax Exempt / Taxable)	
Straight Lease	
Payment in Lieu of Taxes	X
Sales Tax Exemptions	X
Mortgage Tax Exemption	X

III. Authorizing Signature

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the DCIDA will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading. The Applicant confirms and acknowledges 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 exemption claimed by reason of the DCIDA's involvement in the Project.

To the best of my knowledge

Signature	Thomas Mulroy /s/
Print Name	Thomas M. Mulroy
Title	President
Date	April 27, 2023

Section 1: Applicant Information

Applicant Background (company receiving benefit)

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

A. Company Contact (if different from individual completing application)

Name:	Thomas M. Mulroy
Title:	President
Address	PKF O'Connor Davies, 500 Mamaroneck Ave., Ste. 301, Harrison, NY 10528
Phone:	212-486-1222 Fax:
Email:	TMulroy@TRexCapitalGroup.com

B. Company Counsel:

Name of Attorney:	Christopher E. Dean
Firm Name:	Windels, Marx Lane & Mittendorf
Address	156 West 56th Street, New York, NY 10019
Phone:	212-237-1084 Fax:
Email:	CDean@windelsmarx.com

C. Form of Business Organization:

___ For-profit corporation	___ Not-for-profit corporation
___ General partnership	___ Limited partnership
X Limited liability company	___ Sole proprietorship

If you are a corporation or limited liability company, please provide date and state of incorporation:

October 7, 2011 - Delaware LLC

If a foreign corporation or foreign limited liability company, please provide date authorized to do business in New York:

June 5, 2012

D. Please list Principal Owners/Officers/Directors

(Principal owners that hold more than 15% equity ownership:

T-Rex Hyde Park Member LLC

If Applicant has a significant relationship with an affiliate company(ies), please list the name and address of such affiliate(s):

T-Rex Hyde Park Member LLC

E. Holding Company

Will a Real Estate Holding Company be utilized to own the Project property/facility? ___ Yes X No

What is the name of the Real Estate Holding Company:

Federal Employer ID Number:

State and Year or Incorporation/Organization:

List of stockholders, members, or partners of Applicant:

Describe the terms and conditions of the lease between the applicant and the owner of the property:

N/A

F. Applicant Business Description: Brief description of company, operations, products and services Description is critical in determining eligibility. Attach additional pages if needed:

Bellefield at Historic Hyde Park is a 340-acre developmemt site located directly across the street from the Culinary Institute of America in Hyde Park. The entire phased devolpment will include 2.1 million square feet of residential and commercial space that will feature culinary retail, tourism, and hospitality components. Phase II will consist of 175k sf of commercial space, a 10k sf sales center, a 22.25k sf community center, 130k sf tax exempt parcel, 395k sf or residentail across 344 units comprised of apartments and loft apartments over retail.

G. Brief Description of Company History (formation, growth, transitions, location):

T-Rex Capital Group, LLC was founded in 1999 by Thomas Mulroy. Mr. Mulroy has aquired and invested in over 9 million square feet in the United States since T-Rex's inception, including over 1,300 multi-family units and has been involved in two public offerings.

Estimated % of sales within County	50%
Estimated % of sales outside County but within New York State	25%
Estimated % of sales outside NYS but within U.S.	25%
Estimated % of sales outside the US	0%
Total Sales	100%

H. Is or was the Company assisted by DCIDA?

X Yes ___ No

I. Has the company received any state or federal subsidies or program assistance in the last 10 years?

X Yes ___ No

If yes, please list subsidies, program assistance or grants

2 CFA Awards from Empire State Development

J. Have you contacted or been contacted by other Economic Development Agencies for this project? If yes, please identify which agencies and what other assistance or assistance sought and the dollar amount that is anticipated to receive. X Yes ___ No

If yes, please list: Empire State Development - CFA Award totaling $4.25 million

K. If the company is a party to any significant pending or recently concluded litigation (including bankruptcy), please describe:

N/A

L. Is Company in compliance with local, state and federal taxes, workers' protection, and environmental laws?

Yes

M. Please attach a copy of most recent company annual audit.

N/A

N. Please attach sales and income projections or a project pro forma for next 3 to 5 years.

Please see attached Camoin Reasonableness Assessment Report for Phase II prepared July 2022.

Section 2: Project Description & Details

A. Industry

Please check off the Project's Industry Sector:

___ Natural Resources / Mining	___ Information Technology
X Construction	___ Financial Services
___ Utilities	___ Professional / Business Services
___ Manufacturing	X Education or Healthcare Services
X Wholesale / Retail	___ Leisure and Hospitality
___ Transportation /Warehousing	___ Government

___ Other (Please write): _____

North American Industrial Classifications Number (NAICS) 533190

B. Project Location

Project Address 15 West Dorsey Lane
Hyde Park, NY 12538

Section Block Lot (SBL) Number for Property which proposed Project will be located: Section 3 Block G (not Lot)
133200-6163-01-131849-0000
*NOTE: this will change

Property Tax Jurisdiction:

Municipal: Town of Hyde Park
School District: Hyde Park Central School District

Are the Real Property Taxes current? X Yes ___ No
If no, please explain _____

Utilities: Indicate which, if any, utilities are on site

X Water	X Electric
X Gas	X Sanitary/Storm Water

Does the Applicant or any related entity hold fee title to the Project Site? X Yes ___ No

If no, Present legal owner of site: _____

Does the Applicant or related entity have an option /contract to purchase the Project site? ___ Yes X No

Describe the present use of the proposed Project Site

Construction of hotel

Initial infrastructure (roads, sidewalks, conduits) and partial wastewater treatment plant are on site.

The facility consists of a building/space which will be (check as applicable)

___ Acquired X Constructed

___ Renovated ___ Expanded

In the space below briefly describe the proposed project and its purpose (new build, renovations, and equipment purchases). Identify specific uses occurring with the project. Describe any and all tenants and any/all end users. (*Attach detailed information if necessary*).

Bellefield at Historic Hyde Park is a 340-acre developmemt site located directly across the street from the Culinary Institute of America in Hyde Park. The entire phased development will include 2.1 million square feet of residential and commercial space that will feature culinary retail, tourism and hospitality components. Phase II will consist of 175k sf of commercial space, a 10k sf sales center, a 22.25k sf community center, 130k sf of tax exempt parcels, 395k sf or residential across 344 units comprised of apartments and loft apartments above retail.

Describe why the DCIDA's financial assistance is necessary and if the applicant is unable to obtain DCIDA financial assistance, what will be the impact on the Applicant and Dutchess County and/or municipality? Would the applicant proceed with the project without DCIDA assistance? *(Attached additional sheets if necessary).*

No. It is critically important for the project to receive IDA benefits to ensure that our financing can be secured. Without the requested benefits, the economics of the project are unfeasible. We would not proceed with the project without DCIDA assistance.

Please confirm by checking the box below if there is a likelihood that the Project would be not undertaken but for the Financial Assistance provided by the DCIDA.

X Yes ___ No

If the Project could be undertaken without Financial Assistance provided by the DCIDA, then provide a statement below indicating why the Project should be undertaken by the DCIDA.

N/A

To the extent the project serves a local market area, is there a recognized and demonstrable need for the products or services the project will provide in the project's market area?

The need for F&B retail in Hyde Park is critical to help generate economic development and is consistant with the Town's desire to do so. The overall Bellefield development has been twice-selected by the Mid-Hudson Regional Council as a priority project. The economic development generated by this project will lead to households relocating to Dutchess County and increased sales in Dutchess County.

Is the project compatible with and will significantly assist and enhance all development plans for its area established formally or informally by local, county, state and federal authorities?

Food and beverage and tourism are key strategic components of the Mid-Hudson Regional Council. Phase II of the Bellefield concept is consistant with those strategic initiatives. Culinary retail is supportive of Dutchess County's tourism sector as well as local farms and food purveyors.

Will the project be incorporating new energy efficiency factors in the design and operation of project? If yes, please elaborate. If no, please explain why it will not.

Where feasible, the project will utilize LED lighting, water efficient toilets, shower heads and faucets, and exterior electrical vehicle charging stations.

Is the project of a speculative nature?

See attached Economic Impact Study. All business ventures in this climate are speculative to some degree. We believe that our management/operational team has vast experience in constructing, managing and operating highly successful hotel projects that we mitigate the speculative nature of the project for both Dutchess County and our investor partners.

Is this part of a Multi-Phase Project? X Yes ___ No

Will the Project include leasing any equipment? ___ Yes X No

C. Zoning of Project Site:

Current: Bellefield Development District

Proposed: Bellefield Development District

Are any variances needed? If so, please list:

None at this time

If a change in zoning/land use is required, please provide the details/status of any request for change in zoning/land use requirements.

N/A

The approximate acreage of the land to be purchased or leased:

Approximately 50 acres

The approximate square footage of the existing building to be purchased or space to be expanded/renovated is:

N/A

The approximate square footage of the planned *new* construction is:

Phase II consists of 175k sf of commercial space, a 10k sf sales center, a 22.25k sf community center, 130k sf of tax exempt parcels, 395k sf of residential across 344 units comprised of apartments and loft apartments over retail.

Please note that the DCIDA cannot provide any financial assistance until the environmental review required under the State Environmental Quality Review Act ("SEQRA") has been completed. Please complete the annexed Short Form Environmental Assessment Form. Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead DCIDA," and any action by the DCIDA must await completion of the SEQRA review by the other DCIDA. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

Any known environmental contamination or remediation issues? __ Yes X No

If yes, please list: _____

Has another entity been designated lead agent under the State Environmental Quality Review Act? X Yes __ No

If yes, please explain Hyde Park Planning Board

The DCIDA will not provide any financial assistance to the Project until the environmental findings required under SEQR have been made.

*Please see attached breakdown

D. Investment (Uses and Sources)

Uses (Facility Costs) Please give an accurate estimate of the costs of all of the following items.
Applicants are encouraged to discuss the project with DCIDA in order to estimate costs.

1. **Real Estate**
(Acquisition cost of land and /or existing structures) $ _____

2. **New Construction** $ _____

3. **Reconstruction/Renovation/Expansion** _____

4. **Infrastructure Work** $ _____

5. **Fixed Equipment (Taxable)** (Spending that will be subject to sales tax – i.e. machinery and equipment) $ _____

6. **Other Tax Exempt**
(non-construction spending that will not be subject to sales tax) $

7. **Professional Services** (Architect, Legal Fees[1], Engineering fees) $ _____

8. **Other Taxable** (please specify) $ _____

9. **Other** (please specify) $ _____

Estimated Total Project Cost $ _____

Uses (Financing, Legal, Miscellaneous)

	Estimated Fees
IDA Administrative Fees (See page 1)	$ _____
IDA Counsel	$ _____
Applicant Counsel	$
Transaction Counsel	$ _____
Bond Counsel	$ _____
Underwriter Counsel	$ _____
Trustee Counsel	$ _____
Other Costs of Bond Issue (i.e. printing)	$ _____
If this is a bond transaction, will you be refunding bonds? And if so state amount here	$ _____

DCIDA costs such as public hearings and legal notice fees are the responsibility of the Applicant from the time an application is submitted.

Bellefield Phase 2 Uses of Capital

PROPERTY ACQUISITION AND TRANSACTION COST ESTIMATES		
Property Acquisition Cost	$	34,646,000
Closing and bank fees	$	2,279,003
Fees paid to IDA up front	$	1,282,374
Legal fees	$	300,000
Required reseerves or escrows	$	440,000
Total Acquisition and Transaction Costs	**$**	**38,947,377**
Commercial - CONSTRUCTION COST ESTIMATES		
Hard costs		
Building demolition and construction	$	241,279,700
Site work (paving, etc.)	$	37,140,450
Infrastructure (sewer, e.g.)	$	-
Parking	$	15,028,200
Environmental remediation if any	$	-
Amenities/FF&E	$	446,128
Machinery and equipment	$	-
Labor costs (if costs can be separated from materials)	$	-
Hard Costs Contingency	$	18,773,235
GC Fee	$	12,506,709
Insurance	$	4,772,391
Total hard costs	**$**	**329,946,812**
Soft costs		
Architecture and Engineering fees	$	6,240,650
Other professional fees associated with construction	$	695,000
Permits, Testing, & inspections	$	180,000
Temp Utilities	$	65,250
General & Administrative	$	1,000,000
Accounting	$	200,000
Soft Cost Contingency	$	983,799
Marketing & Lease Up Commissions	$	4,725,000
Other (Fees, Operating Shortfalls and Reserves)	$	24,965,684
Total soft costs	**$**	**39,055,382**
Total Construction Costs	**$**	**369,002,195**
TOTAL PROJECT COSTS	**$**	**407,949,572**

E. SOURCES

Amount of equity	$	148,762,563
Amount of other conventional financing	$	259,187,009
Amount financed by bond issue	$	
Public Sources (Include sum total of all state and federal grants and tax credits)*	$	
Total Sources of Funds for Project Cost	$	407,949,572

*Identify each state and federal grant/credit

	$	
	$	
	$	

F. Project Construction Schedule

What is the proposed date for commencement of acquisition or construction of the Project?

Expected 4th Quarter of 2023

Please indicate the actual or expected dates of :

Construction completion: 4th Quarter of 2026

Occupancy: Estimated end of occupancy: 2nd Quarter of 2025 - 2nd Quarter of 2027

Will the company be occupying 100% of the completed facility? ___ Yes X No

If no, will there be tenants in the remaining space? X Yes ___ No

- *Detailed questions will be asked in Section 5* – Single or Multi-Tenant Determination

Describe any contracts or agreements (options to purchase, purchase contracts, construction contracts, and equipment orders) which have been entered into with respect to the facility. Please note that the DCIDA may not provide benefits to any purchases made prior to the execution of a Letter of Authorization for Sales Tax Exemption.

None at this time

Section 3: Project Evaluation and Assistance Framework

All projects must meet the Baseline Requirements to be considered for DC IDA benefits

A. **Baseline Requirements** (Must Achieve All)

X Complete Application	X Meets Project Use Definition
X Meets NYS/DCIDA Requirements	X "But For" Requirement
X SEQRA / Planning Approval	X Will Directly Retain or Create Jobs
Approval Date: 2022, reaffirmed 2023	

B. Additional Community Benefits

Projects that meet the baseline eligibility requirements and achieves a threshold of at least six (6) community benefit metrics may be considered for a deviation or an enhanced Payment in Lieu of Taxes (PILOT) formula. Detailed definitions of the Community Benefit are included in Attachment 3. Proof of providing additional community benefits may require third party verification. Any projects pledging additional Community Benefits and receiving an enhanced PILOT that fail to meet the requirements may be subject to assistance termination, modification or recapture.

Revitalization

Target Geography

- ___ Distressed Census Tract/Area
- ___ High Vacancy Census Tract
- ___ Transit Oriented Development
- ___ BID
- X Neighborhood Plan

Identified Priority

- ___ Tax Exempt
- ___ Vacant
- ___ Adaptive Re-use
- X Community Catalyst

Identified Growth Area

- ___ Manufacturing / Distribution
- ___ Technology
- ___ Existing Cluster

Investment

Financial Commitment

- ___ 3 – 10 million
- ___ 10.1 – 17.5 million
- ___ 17.6 – 25 million
- X >25 million

Community Commitment

- X MWBE/DBE Participation
- ___ Veteran Participation
- ___ Workforce /Affordable Housing
- X Local Workforce
- ___ Apprenticeship Program
- ___ Public Infrastructure

Environmental Factors

- X Resource Conservation
- X Energy Efficiency
- X Green Technology
- ___ Alternative / Renewable Energy

Employment

Permanent Jobs

- ___ 3-40
- ___ 21-80
- ___ 81-120
- X 121-180
- ___ > 180

Retained Jobs

- ___ 3-40
- ___ 21-80
- ___ 81-120
- ___ 121-180
- ___ > 180

Construction Jobs

- ___ 6-80
- ___ 81-160
- ___ 161-240
- X >240

C. Project Benefits

Financial Assistance Provided

1. Estimated Sales Tax Exemption^

$146,435,806	X	.08125	=	$ 11,897,909
Amount of Project Cost Subject to Tax		Sales Tax Rate		Total

2. Estimated Mortgage Recording Tax Exemption

$ 259,187,009	X	.0075	=	$ 1,943,903
Projected Amount of Mortgage		Mortgage Recording Tax		Total

**As of September 2016, DC IDA cannot exempt the MTA portion of the mortgage recording tax*

3. Estimated Property Tax Abatement

Project Property Value:

Current Assessed Value:	$ 1,987,500 - as of 04.27.2023
Current Property Taxes	$ 286,625 - as of 04.27.2023
Estimated Property Value after project completion	$129,898,934 - assessed value at year 1

Will the Project utilize the DCIDA's Uniform Tax Exemption Formula? ___ Yes X No

If no, please describe the real property tax exemption formula and a justification (attach additional sheets if necessary)

Deviated 20-year PILOT formula. See attached Camoin Reasonableness Assessment Report of July 2022.

Estimated tax abatement resulting from this project $ 136,879,196
(Consult with DCIDA for assistance with this calculation)

^Note that the DCIDA may utilize the estimate above as well as the proposed total Project Cost as contained within this application to determine the Financial Assistance that will be offered.

D. Employment

A. Benefits = Economic Development Impacts (For Project Location Only)

By statute, the DCIDA must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. The DCIDA will use job projections upon the two (2) year time period following Project completion.

a. Employment should be quantified by "FTE", which shall mean: (a) a full-time, permanent, private-sector employee on the project's payroll, who has worked (or is projected to work) at the project facility for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties;

b. or (b) two part-time, permanent, private-sector employees on the Applicant's payroll, who have worked (or are projected to work) at the project facility for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties

Employment by category at Project Location only

Job Category	Current Number of FTE's	Number of FTE's Retained	Average Salary or Range of Salary	Number of FTE's to be created upon 2 years	Average Salary or Range of Salary
Owner/Executive					
Professional					
Management					
Administrative					
Production					
Other					
Total*				154*	

*retail & restaurant estimates

Are employees currently covered by a collective bargaining agreement?
If yes, Name and Local?
No

Are employees provided retirement benefits? X Yes __ No

Are employees provided health benefits? X Yes __ No

Estimate the projected monthly timeframe for the creation of new permanent jobs at project location *It is anticipated that upon completion of the project, 154 jobs will be created.

Year 1	1	2	3	4	5	6	7	8	9	10	11	12
Year 2	1	2	3	4	5	6	7	8	9	10	11	12

Use of Local Workforce

The Dutchess County IDA supports the use of local workforce for projects receiving benefits from the DCIDA. Answers to the following questions will assist the DCIDA in evaluating the application.

The Local Workforce Area for **permanent jobs** includes residents in the County/Cities/Towns/Villages as well as the following Counties:, Dutchess County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

If a "local workforce plan" has been developed please include that plan as an addendum to this application.

Estimate the number of residents of the labor workforce area in which the Project is located that will fill the projected new jobs to be created.

Camoin estimates 90% of jobs created will be within the County with 50% of the jobs being from current residents and 40% relocated to this area.

How will the project developer seek out and use the local workforce.

During the construction phase of the project, developer will hire a General Contractor who will utilize all available means to source labor from the Local 9 County workforce area.

Projects $10,000,000 and above, which are receiving a real property tax abatement, are subject to DCIDA's Local Workforce Policy during the period of construction

The *Labor Workforce Area* for **construction jobs** under the Local Workforce Policy includes residents in the County/Cities/Towns/Villages as well as the following Counties: Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

How many construction jobs are anticipated to be created? 300+

Section 4: Retail Determination

DCIDA assistance to retail projects (including hotels and restaurants) is subject to certain statutory restrictions.

To ensure compliance with Section 862 of the New York General Municipal Law, the DCIDA requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

1. Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below please complete this section.

Retail Sales ☑ Yes ☐ No Services ☑ Yes ☐ No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sales of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law or (ii) sales of a service to customers who personally visit the Project.

2. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in makes sales of good or services to customers who personally visit the project site?

☑ Yes ☐ No If yes, please continue. If no, proceed to the next section

3. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? approx. 56 % If the answer is less than 33% than proceed to the next section.

If the answer to question 2 is Yes and the answer to question 3 is greater than 33% indicate which of the following questions following apply to the project:

Is the project location or facility likely to attract a significant number of visitors from outside Dutchess County?

☑ Yes ☐ No

If yes, please provide a third party market analysis or other documentation supporting your response.

Please see attached Economic Fiscal Impact Report dated February 2021 for all of Bellefield.

Is the predominant purpose of the project to make available goods and services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

☐ Yes ☑ No

If yes, please provide a third party market analysis or other documentation supporting your response.

Will the project preserve permanent, private sector jobs or increase the overall number of permanent private sector jobs in New York State?

☑ Yes ☐ No If yes, please explain Please see attached Economic Fiscal Impact Report dated February 2021 for all of Bellefield.

Is the project located in a Highly Distressed Area?

☐ Yes ☑ No

Section 5 – Inter-Municipal Move Determination

Will the project result in the removal of a plant or facility of the Applicant from one area of the State of New York to another area of the State of New York:

___ Yes X No

Will the project result in the removal of a plant or facility of *another proposed occupant* of the Project from one area of the State of New York to another area of the State of New York?

___ Yes X No

Will the Project result in the abandonment of one or more plants or facilities located in the State of New York?

___ Yes X No

If the answer to either of the foregoing questions in this subpart is positive, please explain in detail, on as many separate sheets as necessary, the reasons for the relocation, abandonment or closure, including, without limitation, (i) any considerations regarding the applicant's (or other occupant's) ability to remain competitive in its industry, and (ii) any consideration which has been given to relocating to any location outside the State of New York.

Please note that the DCIDA may ask you to provide additional information regarding the foregoing, including documentary support

Section 6 – Single or Multi-Tenant Determination

Permissible projects are defined in the NYS General Municipal Law and the IDA may not be able to grant financial assistance to all tenants of a multi-tenant project. To assist in that determination please complete the following section.

Please note if the tenant qualifies as a permissible project, the Project Applicant will be responsible for collecting the required reporting information from the tenant(s).

Please explain what market conditions support the construction of this multi-tenant facility:
Please see attached Economic Fiscal Impact Report dated February 2021 for all of Bellefield.

Have any tenant leases been entered into for this project?

___ Yes X No

If yes, please list below and provide square footage to be leased to tenant and NAICS code for tenant and nature of business. (Attach additional sheets if necessary)

Tenant Name	Current Location (city, state, zip)	# of sq.ft leased	% of total to be occupied at project location	NAICS and business description (type of business, products, etc)

Section 7 – Representations, Certifications and Indemnification Forms

New York State
Applicant Requirements
For Industrial Development Agencies

The Applicant has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the DCIDA and as follows:

1. Absence of Conflicts of Interest

The Applicant has received from the DCIDA a list of the members, officers and employees of the DCIDA. No member, officers or employees of the DCIDA has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

No conflicts.

2. Job Listing

In accordance with Section 858-b(2) of the New York General Municipal Law, Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed within the New York State Department of Labor, Division of Employment and Workforce Solutions (the DOL) and with the American Job Center of the service delivery area created by the federal Workforce Innovation and Opportunity Act (WIOA) in which the Project is located.

3. 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 DCIDA, except as otherwise provided by collective bargaining agreements, where applicable, the Applicant will first consider persons eligible to participate in WIOA programs who shall be referred by the American Job Center for new employment opportunities created as a result of the Project.

4. Annual Employment Reports

The Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, the Applicant agrees to file, or cause to be filed, with the DCIDA, on an annual basis, reports regarding the number of people employed at the project site, salary levels and such other information as part of the DCIDA's Employment Report.

5. Fees

This obligation includes an obligation to submit DCIDA Fee Payment to the DCIDA in accordance with the DCIDA Fee policy effective as of the date of this Application.

Please see attachedE

6. Freedom of Information Law (FOIL)

The Applicant acknowledges that the DCIDA is subject to New York State's Freedom of Information Law (FOIL). Applicants understand that all project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.

7. Recapture Policy

The applicant acknowledges that is has been provided with a copy of the DCIDA's *Policy on Maintaining Performance Based Incentives*. The Applicant agrees that it fully understands the Policy on Maintaining Performance Based Incentives is applicable to the Project that is the subject of this application and the DCIDA may implement the Policy if and when it is required to do so.

Financial Reporting Requirements
Chapter 692 of the Laws of 1989 requires additional financial reporting requirements from all IDA's in New York State.

8. Sales Tax

Section 874(8) of the New York general Municipal Law requires all entities appointed as agents of the DCIDA for sales tax purposes to file an annual form, as prescribed by the New York State Department of Taxation, describing the value of sales tax exemptions claimed by the Applicant and all its subagents, consultants, or subcontractors. Copies of all filings shall be provided to the DCIDA.

The Applicant hereby agrees to complete "ST-60, IDA Appointment of Project Operator or Agent for Sales Tax Purposes" for itself and each agent, subagent, contractor, subcontractor, contractors or subcontractors of such agents and subagents and to such other parties as the Applicant chooses who provide materials, equipment, supplies or services and deliver said form to the DCIDA within fifteen (15) days of appointment such that the DCIDA can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

9. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

   §862 Restrictions on funds of the DCIDA. (1) No funds of the DCIDA shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the DCIDA shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

10. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance* with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations *To the best of my knowledge

11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18A of the New York General Municipal Law, including, but not limited to, the provisions of Section 859a and Section 862(1) of the New York General Municipal Law.

12. **Bonds**

    a. **All bonds issued, outstanding or retired during the year must indicate the following:**

       Month and year issued; Interest rate at year end; outstanding beginning of year; issued during year; principal payments during year; outstanding at end of year; and final maturity date. This information will be requested from you in January of each year.

    b. **All new bonds issued need the following supplemental information:**

       Name of the project; tax exemptions separated by State and local sales tax, County and school taxes; Mortgages recording; Payments in lieu of taxes; New tax revenue if no exemption is granted; number of jobs created and other economic benefits. This information is required each year and will be requested from you in September of each year.

Signature	Thomas Mulroy
Print Name	Thomas M. Mulroy
Title	President
Date	April 27, 2023

HOLD HARMLESS AGREEMENT

Applicant hereby releases the Dutchess County Industrial Development DCIDA and its members, officers, servants, agents and employees thereof (the "DCIDA") from, agrees that the DCIDA shall not be liable for and agrees to indemnify, defend and hold the DCIDA harmless from and against any and all liability arising from or expense incurred by (A) the DCIDA's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the DCIDA, (B) the DCIDA's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the DCIDA with respect to the Project; including and 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 DCIDA or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the DCIDA, its agents or assigns, all costs incurred by the DCIDA in the processing of the Application, including attorneys' fees, if any. The DCIDA reserves the right at any time, as a condition to further consideration of this application, to require reimbursement of any such costs incurred, or to require a deposit against such costs and to apply such deposit to the DCIDA's costs as incurred.

Signature	Thomas Mulroy / D
Print Name	Thomas M. Mulroy
Title	President
Date	April 27, 2023

2) Bond Information

1. State Bond Issuance Fees: N.Y. Public Authorities Law §2976(2) levies upon the DCIDA the following (which amount must be paid to the DCIDA by the applicant):

Principal Amount of Bonds	Percentage Fees
$1,000,000 or less	.168
$1,000,000 to $ 5,000,000	.336
$5,000,001 to $ 10,000,000	.504
$10.000.001 to 20.000000	.672
More than $20,000,000	.084

2. Total Funds Required _____ Estimated Term _____

3. Indicate the date by which the proceeds of the DCIDA's bonds, if issued will be needed

Date Required _____

3) Certification

To Be Completed for Bond Financing only

_____ deposes and says that he/she is
(Name of Officer of Company submitting application)

the _____ of _____
(Title) (Company Name)

The corporation named in the attached application; that he/she has read the forgoing application and knows the contents thereof; that the same is true to his/her knowledge.

Deponent further says that the reason this verification is being made by the deponent and not by

_____ is because the said Company is a Corporation.
(Company Name)

The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her 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/her duties as an officer of and from the books and papers of said corporation.

As an officer of said corporation (hereinafter referred to as the "applicant"), deponent acknowledges and agrees that applicant shall be and is responsible for all costs incurred by the Dutchess County Industrial Development DCIDA (hereinafter referred to as the "DCIDA") acting on behalf of the applicant during the attendant negotiations and leading to the issue of bonds. If, for any reason whatsoever, the applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified time to take reasonable, proper, or request action, or withdraws, abandons, cancels, or neglects the application, or if the DCIDA or applicant are unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, applicant shall pay to the DCIDA, its' agents, or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees of bond counsel for the DCIDA and fees of general counsel for the DCIDA.* Upon successful conclusion and sale of the required bond issue, the applicant shall pay to the DCIDA an administrative fee set by the DCIDA.

_____
(Chief Officer of Company submitting)

_____ _____
Print Name Title

_____
Date

NOTARY: Sworn to me before this _____ day of _____ , 20 _____
*Applicant is responsible for payment of any State Bond Issuance Fees.

_____
Notary Public (Please Affix Stamp)

Section 8 - Local Workforce Utilization Policy and Certification

Construction jobs, though limited in time duration, are vital to the overall employment opportunities in Dutchess County. The Dutchess County Industrial Development Agency (the "Agency") has determined that Project Applicants (the "Company"), as a condition to receiving a real property tax abatement also referred to a Payment in Lieu of Taxes (PILOT) from the Agency, will be required to utilize qualified Workforce, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

For Projects $10,000,000 and Above Receiving a Real Property Tax Abatement

Local Area Defined

For projects equal to or greater than $10,000,000 the Local Area is defined as individuals residing in the following Counties (collectively, the "Local Area"): Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

Local Workforce Requirement

Companies receiving a PILOT as part of their financial assistance shall ensure that at least 80% of total work hours of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively the "Workers") working on the Project Site must reside within the Local Area. The 80% shall be measured by hours in total at the time of completion of the project. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Area to qualify under the 80% local Workforce criteria.

Local Workforce Reporting Requirement

The Local Workforce criteria will be verified based on employment, payroll and related records.

In addition, the Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy records of the Company and to perform spot checks of all Workers at the Project Site to verify compliance with the Local Workforce requirement throughout the construction period.

Enforcement

If Agency staff determines that: (1) The Local Workforce Requirement is not being met; or (2) Agency Staff, upon use if its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Workforce Requirement, then a written warning delivered by Certified Mail of said Local Workforce Requirement violation (the "Warning of Violation") shall be provided to the Company.

In the event a subsequent violation of the policy has occurred, then written notice delivered by Certified Mail of said Local Workforce Requirement violation (the "Notice of Violation") shall be provided to the Company and the Executive Director shall bring the information to the Board of Directors which may, in its discretion, take action to revoke IDA benefits.

The Company has the primary obligation for the adherence to all the conditions of this policy. This obligation cannot be relieved, evaded or diminished by assigning a Contractor or through subcontracting. Should the project applicant assign a Contractor, the Company shall continue to have primary obligation.

Projects with multiple phases or projects with multiple owner entities will be considered in whole during the enforcement period.

Waiver Request

It is understood that at certain times, Workers residing within the Local Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Utilization Requirement (the "Local Workforce Utilization Waiver Request") based on the following circumstances:

- Warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers
- Specialized construction for which qualified Local Workforce Area workers are not available;
- Significant cost differentials in bid prices whereby the use of local Workforce significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations
- Documented lack of workers meeting the Local Workforce Area requirement

The Agency shall evaluate the Local Workforce Utilization Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realizes and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

T-Rex Hyde Park Owner LLC

Name of Company

Thomas M. Mulroy

Name:

President

Title

Attachment 1 - Short Environmental Assessment Form

Please complete a Short Form Environmental Assessment Form (https://www.dec.ny.gov/permits/6191.html) . Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead DCIDA," and any action by the DCIDA must await completion of the SEQRA review by the other DCIDA. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

Attachment 2 – Agency Standard Fee Schedule and other fees

DCIDA Standard Fees

APPLICATION FEE: $1,000.00

SPECIAL MEETING FEE: $500.00 per meeting

ADMINISTRATIVE FEE FOR PROJECTS INVOLVING A PILOT:

A. *For Industrial Projects (defined as Manufacturing, Distribution, Tech including software and research and development projects)*

One percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million with a minimum administrative fee of $25,000.

B*. For All other projects including Commercial Projects (defined as Mixed Use, Commercial Housing, Tourism and Retail if permitted)*

One percent (1%) of the first $25 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $25 million with a minimum administrative fee of $25,000.

ADMINISTRATIVE FEE FOR PROJECTS INVOLVING SALES TAX AND/OR MORTGAGE RECORDING TAX EXEMPTIONS ONLY, including requests for additional sales tax and mortgage tax benefits:

$5,000 plus 1% of the benefit amount.

- For active IDA projects that include a PILOT requests for additional sales and mortgage tax benefits whereas the total project cost will increase by $10,000,000 or more will be subject to the administrative fee with a PILOT schedule.

BOND ISSUANCE FEE: One percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million with a minimum of $25,000.

ANNUAL COMPLIANCE FEE: $1,000.00 to be billed annually

The fee schedule outlined in this schedule does not include fees and costs related to our counsels' work with respect to your project including the public hearing fees. Applicants are also required to pay for additional fees and costs related to Local Workforce monitoring and special reports/analyses that Board may request related to the project.

All projects are reviewed for its complexity and the Executive Director has the authority to negotiate additional fees to clients for costs associated with unusual situations or extraordinary needs related to the project, including additional costs incurred as result of holding special meetings of the IDA Board. The CEO will present any modifications or additional fees from the fee schedule outlined above to the DCIDA Board for approval.

Adopted May 12, 2021
Amended January 12, 2022

Attachment 3 – Additional Community Benefit Definitions

Target Geography

Distressed Census Tract/ Area
Proposed project is located in a distressed census tract or area as defined by New York State. Project owner/applicant will be responsible for showing verification.

High Vacancy Census Tract
Proposed Project is located in a census tract with a vacancy rate of at least fifteen percent (15%), rounded to the nearest percentage point, according to the most recent census data. Project owner/applicant will be responsible for showing verification.

Transit Oriented Development
Proposed Project is located in the municipality's Transit Oriented Development Zone and is consistent with the municipality's development strategy. Project owner/applicant will be responsible for showing verification.

BID
Proposed project is located within the boundaries of the municipality's Business Improvement District. Project owner/applicant will be responsible for showing verification.

Neighborhood Plan
Proposed Project is in response to a municipal's RFP/RFI for a Neighborhood / Community Development Plan. Project owner/applicant will be responsible for showing verification.

Identified Priority

Tax Exempt / Vacant
Proposed project is located on a parcel designated tax exempt prior to the time of purchase by the project owner/ applicant/ and/or an unoccupied parcel(s) of land or building that is at least ninety (90%) vacant. Cases in which a property is vacated for the purpose of pursuing the proposed project may not be considered vacant.

Adaptive Re-use
Project that result in the rehabilitation/renovation of a distressed building or parcel

Community Catalyst
Proposed project contributes to an existing policy or initiative for improving conditions and catalyzing change in the community.

Identified Growth Area

Manufacturing / Distribution
Proposed project must result in the creation, retention or expansion of manufacturing or distribution facilities as well as the creation and/or retention of permanent jobs

Technology
Proposed project must result in the creation, retention or expansion of tech sector facilities as well as the creation and/or retention of permanent jobs

Existing Cluster
Proposed project must result in the creation, retention or expansion of facilities as well as the creation and/or retention of permanent jobs in an existing County cluster, including technology, healthcare, education and hospitality.

Investment

Proposed project invest is the amount in dollars ($) that will be spent in order to complete the project and includes but is not limited to: acquisition costs, construction hard costs, soft costs, and contingency costs required to complete the project.

Community Commitment

Minority and Woman-Owned Business Enterprise/Disadvantaged Business Enterprise Participation
Proposed project commits that at least twenty percent (20%) of the value of awarded construction of the proposed project is performed by minority or woman – owned operators. Project owner/applicant will be responsible for providing independent third-party verification upon project completion. MWBE/DBE participation goals indicate the percentage (in dollars) of a contract that must be performed by a NYS-certified woman– or minority-owned business enterprise or Federally-certified disadvantaged business enterprise. The goals may be met through an MWBE/DBE prime contractor's self-performance, a joint venture between an MWBE/DBE and non-MWBE/DBE firm, or through the use of MWBE/DBE subcontractors.

Veteran Utilization
Proposed project commits that at least ten percent (10%) of the workforce employed during construction of the proposed project are veterans. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Workforce / Affordable Housing
Proposed project commits to at least ten percent (10%) of total residential rental units are to be reserved for and/or rented to low-income households as defined by the most recently available U.S. Housing and Urban Development State Income Limits for the term of the Agency financial assistance. Project owner/applicant will be responsible for providing independent third party verification on an annual basis.

Local Workforce
Proposed project commits to at least eighty percent (80%) of construction jobs will be filled by local residents as defined in by the DCIDA Local Workforce Policy. Project owner/applicant will be responsible for providing verification until project construction completion.

Licensed Apprenticeship Program
Proposed project commits to at least fifty percent (50%) of the contractors or subcontractors maintain a New York State certified apprenticeship program. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Public Infrastructure
Proposed project will entail the private construction and installation of infrastructure for public benefit. Project owner/applicant will be responsible for providing independent third party verification upon project completion.

Employment

Permanent Created (New) Job
A created (new) permanent job is a new a position created over and above the business' current baseline. Construction jobs are not considered to be permanent new jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Permanent Retained Job
A permanent retained job is a position that, but for the project investment, would be removed, relocated, or eliminated. Construction jobs are not considered to be permanent retained jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Construction Jobs
A construction job is a position created during the construction phase and for the purpose of completing the project. Project owner/applicant will be responsible for reporting on an annual basis until construction project completion.

PRELIMINARY RESOLUTION
(Inn at Bellefield 2018 Project – Phase 2 Amendment)

A regular meeting of the Dutchess County Industrial Development Agency was convened in public session on July 12, 2023 at 8:15 a.m., local time, at the office of the Dutchess County Industrial Development Agency, Three Neptune Road, Poughkeepsie, New York.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Timothy Dean, Chairman
Mark Doyle, Vice Chairman (via Zoom)
Kathleen M. Bauer, Secretary/Treasurer
Donald R. Sagliano
Ronald J. Piccone, II
Amy L. Bombardieri

ABSENT: Alfred D. Torreggiani

ALSO PRESENT: Sarah Lee, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

On motion duly made by Ronald J. Piccone, II and seconded by Amy L. Bombardieri, the following resolution (the "**Resolution**") was placed before the members of the Dutchess County Industrial Development Agency:

Resolution (i) Taking official action toward the issuance of financial assistance to T-Rex Hyde Park Owner LLC (Inn at Bellefield 2018 Project – Phase 2 Amendment) in the form of potential exemption from sales and use taxes, real estate transfer taxes and mortgage recording taxes and exemption from real estate property taxes; and (ii) authorizing the execution and delivery of an agreement by and between the Agency and T-Rex Hyde Park Owner, LLC with respect to such financial assistance.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Dutchess County Industrial Development Agency (the "**Agency**") was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to T-Rex Hyde Park Owner, LLC, a Delaware limited liability company authorized to do business in New York with offices c/o PKF O'Connor Davies, LLP, 500 Mamaroneck Avenue, Suite 301, Harrison, New York 10528 (the "**Company**") in connection with the acquisition of an approximately 339.618-acre parcel of land located on the east side of Route 9 near the intersection of Route 9 and West Dorsey Lane in the Town of Hyde Park, County of Dutchess, State of New York, bearing Tax Map Grid

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No. 133200-6163-01-131849 (the "**Original Land**"), the construction, installation, furnishing and equipping of an approximately 96,000 square foot 5-story hotel containing approximately 133 rooms (to be known as a Residence Inn by Marriott or other such hotel) to be located on an approximately 3.0 acre parcel of land located in the southwest corner of the Land and including infrastructure installation on the Land (the "**Original Improvements**"), and the acquisition and installation of certain equipment and personal property (collectively, the "**Original Equipment**"; and together with the Land and the Original Improvements, the "**Original Facility**"), all subleased and leased by the Agency to the Company to provide services to the business and leisure traveler visiting Dutchess County (the "**Original Project**"). The Original Project was approved by resolution duly adopted by the Agency on July 27, 2018 (the "**Authorizing Resolution**"**)**; and

WHEREAS, the Original Facility was leased by the Company to the Agency pursuant to the terms of the Company Lease Agreement, dated as of July 1, 2018 (the "**Company Lease Agreement**"), by and between the Company, as lessor, and the Agency, as lessee; and

WHEREAS, the Agency subleased the Original Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of July 1, 2018 (the "**Lease Agreement**"), by and between the Agency, as sublessor, and the Company, as sublessee; and

WHEREAS, the Company agreed to transfer to the Agency title to the Original Equipment pursuant to a Bill of Sale, dated July 23, 2018 (the "**Bill of Sale**"); and

WHEREAS, the Agency previously authorized an amendment of the Original Project and the assignment and assumption of an approximately 3.49 acre portion of the Original Project (the "**Released Lot 2 Parcel**") to T-REX/SHANER HYDE PARK HOTEL, LLC and the assignment and assumption of another 0.58 acre portion of the Original Project (the "**Released Lot 3 Parcel**", and together with the Released Lot 2 Parcel, the "**Released Parcels**") to TR SEWAGE-WORKS CORP (the "**Assignment and Assumption**"). The Original Project and the Original Facility after such Assignment and Assumption are referred to herein as the Project and the Facility; and

WHEREAS, in connection with the Assignment and Assumption, the Company Lease was amended pursuant to an Amendment of Company Lease Agreement dated as of October 1, 2019 (the "**Amendment of Company Lease**") and the Lease Agreement was amended pursuant to an Amendment of Lease and Project Agreement dated as of October 1, 2019 (the "**Amendment of Lease Agreement**"); and

WHEREAS, the Company previously submitted a request to the Agency reflecting an increase in the anticipated construction cost and construction time for the Project and requesting an extension of time to complete the Project and an increase in the sales and use tax exemption granted by the Agency; and

WHEREAS, in connection therewith, the Company and the Agency agreed to further amend the Original Lease Agreement pursuant to the terms of a Second Amendment of Lease and Project Agreement dated as of April 1, 2021 (the "**Second Amendment of Lease Agreement**") to (i) amend the Maximum Company Sales Tax Savings Amount (as defined in Schedule A to the Original Lease Agreement) granted thereunder and (ii) extend the Completion Date (as defined in Section 3.6 of the Original Lease Agreement); and

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WHEREAS, the Company previously requested that the Agency amend the Facility to include the construction, improvement, reconstruction, repair, renovation, furnishing and installation of an approximately 10,000 square foot, one-story structure to be used as a sales office and welcome center and the installation of infrastructure, including roads, sidewalks, and conduits for utilities such as water, natural gas, sewer and storm water lines for future commercial development (collectively, the "**Phase 2a Improvements**") all to be located on the portion of the Original Land remaining after release of the Released Parcels being a 335.55 acre parcel of land located at 15 West Dorsey Lane, Town of Hyde Park, County of Dutchess, State of New York, Tax Map Grid No. 133200-6163-01-131849 and further described in the Amendment of Company Lease (the "**Land**" and collectively with the Phase 2a Improvements, the "**Phase 2a Facility**"); and

WHEREAS, in connection therewith, the Company and the Agency agreed to further amend the Original Company Lease, pursuant to the terms of a Second Amendment of Company Lease, dated as of January 1, 2022 (the "**Second Amendment of Company Lease**") to include the Phase 2a Facility; and

WHEREAS, in connection therewith, the Company and the Agency agreed to further amend the Original Lease Agreement, pursuant to the terms of a Third Amendment of Lease and Project Agreement, dated as of January 1, 2022 (the "**Third Amendment of Lease Agreement**") to (i) include the Phase 2a Facility, and (ii) authorize exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $14,315,297 in connection with the Project Work (as defined in the Lease Agreement); and

WHEREAS, the Agency previously consented to (1) a lot line adjustment between the Land and adjacent parcel owned by a related entity, TR Sewage, pursuant to that certain map entitled "Map of Lot Line Change, Lots 1 & 3, Filed Map #12627", filed in the Dutchess County Clerk's Office on May 18, 2022 as Filed Map #12627-A and (2) the transfer of a small portion of the Land to TR Sewage; and

WHEREAS, in connection therewith, the legal description of the Land was modified and the Agency and the Company agreed to further amend the Original Company Lease pursuant to the terms of a Third Amendment of Company Lease Agreement dated as of May 1, 2022 (the "**Third Amendment of Company Lease**" and together with the Original Company Lease, Amendment of Company Lease and Second Amendment of Company Lease, the "**Company Lease**") to replace the legal description originally attached to the Company Lease with the modified legal description annexed thereto; and

WHEREAS, in connection therewith, the Agency and the Company agreed to further amend the Original Lease Agreement pursuant to the terms of a Fourth Amendment of Lease and Project Agreement dated as of May 1, 2022 (the "**Fourth Amendment of Lease Agreement**") to replace the legal description for the Land with the modified legal description annexed thereto; and

WHEREAS, on October 10, 2022, the Company submitted a request to the Agency for an amendment to the Lease Agreement to (i) increase in the Maximum Company Sales Tax Savings Amount (as defined in the Lease Agreement) by $70,000; and (ii) extend the Completion

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Date for the Project from March 31, 2023 to December 31, 2023 (the "**Request**"), citing significant increases in the cost of construction materials and services for the Project as well as COVID-related construction delays as the reason for the Request; and

WHEREAS, in connection therewith, the Company and the Agency further amended the Original Lease Agreement pursuant to the terms of a Fifth Amendment of Lease and Project Agreement dated as of December 1, 2022 (the "**Fifth Amendment of Lease Agreement**" and together with the Original Lease Agreement, Amendment to Lease Agreement, Second Amendment of Lease Agreement, Third Amendment of Lease Agreement, and Fourth Amendment of Lease Agreement, the "**Lease Agreement**") to (i) to amend the Maximum Company Sales Tax Savings Amount granted thereunder to increase such amount by $70,000 and reflect a new Maximum Company Sales Tax Savings Amount of $238,675 and (ii) to extend the Completion Date for the Project from March 31, 2023 to December 31, 2023; and

WHEREAS, the Company is now ready to proceed with its next large phase of development, to be completed in multiple phases, and has submitted a new application to the Agency requesting the Agency provide certain "financial assistance" (within the meaning of the Act), including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively the Phase 2 Financial Assistance, and, together with the Financial Assistance, the "**Amended Financial Assistance**") for Phase 2 of the Project (the "**Phase 2 Project**" and collectively with the Project, as previously amended, the "**Expanded Project**") in connection with the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing and equipping of a certain mixed-use commercial facility (the "**Phase 2 Facility**" and collectively with the Facility, as previously amended, the "**Expanded Facility**") consisting of the following:

(A) the construction of the following improvements to be located on an approximately 45-acre portion of the Land, as outlined in the following chart showing the number of buildings, number of stories, use, square footage[1] and number of residential units:

	NO. BLDGS	STORIES	USE	SF RESIDENTIAL	SF COMM	SF COMM/ Sales	SF COMM/ COMMUNITY	SF COMM/ EDU	TOTAL RESI-UNITS
i.	6	4	Apartments	253,970	0	0	0	0	224
ii	6	3	Mixed Use-Comm/Loft	137,480	82,950	0	0	0	116
iii	1	2	Comm/ Winery	0	18,428	0	0	0	0
iv	1	2	Comm/Food Hall/ Clubhouse	0	10,000	0	0	0	0
v	1	2	Comm/ Residential	3,720	4,360	0	0	0	4
vi	1	2.5	Sales/ Marketing	0		10,000	0	0	0
vii	1	1.5	Comm/Farm Barn	0	0	0	3,540	0	0

[1] Note: While the total square footage is fixed, the square footage for individual buildings are approximations.

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viii	1	1.5	Comm/ Entrance Barn	0	0	0	750	0	0
ix.	1	1	Comm/ Maintenance	0	2,010	0	0	0	0
x.	1	1	Commercial	0	4,052	0	0	0	0
xi.	1	2	Comm/Edu	0	12,000	0	0	0	0
xii.	2	1, 2	Commercial	0		0	0	25,000	0
xii.	1	1	Comm/ Maintenance	0	1,200	0	0	0	0
xiv.	1	3	Commercial/ Edu	0		0	0	65,000	0
xv.	1	3	Commercial/ Edu	0		0	0	40,000	0
xvi.	1	1	Commercial	0	20,000	0	0	0	0
xvii.	1	1	Commercial	0	20,000	0	0	0	0
xviii.			Commercial/ Community	0	-	0	17,960	0	0
Total: 28			**TOTALS**	**395,170**	**175,000**	**10,000**	**22,250**	**130,000**	**344**

and

(B) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively the "**Equipment**") to be owned by the Agency and leased to the Company to be used as part of the Phase 2 Facility; and

WHEREAS, the Project includes the following, as they relate to the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing, equipping, and completion of such Phase 2 Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Phase 2 Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, improvement, reconstruction, repair, and renovation of the Phase 2 Facility; and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, improvement, reconstruction, repair and renovation of the Facility and installation of the equipment; and

WHEREAS, the Expanded Project will include facilities or property that are used in making "retail sales," as defined within Section 862(2)(a) of the Act, and the Agency's final approval of the provision of the Amended Financial Assistance for the Expanded Project is contingent upon the Agency's finding that the Expanded Project complies with Section 862(2)(a) of the Act; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted by the Department of Environmental Conservation of the State of New York (the laws and regulations hereinafter collectively referred to as "**SEQRA**"), the Agency is required to determine whether the Expanded Project may have a significant effect on the environment and therefore require the preparation of an Environmental Impact Statement; and

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WHEREAS, the Agency has yet to make a determination of environmental significance on this application but will do so prior to its grant of any financial assistance; and

WHEREAS, the Agency has not yet held a hearing pursuant to §859-a of the Act; and

WHEREAS, although the resolution authorizing the Amended Financial Assistance has not yet been presented for approval by the Agency, a Preliminary Agreement relative to the proposed Amended Financial Assistance has been presented for approval by the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Dutchess County Industrial Development Agency, as follows:

1. Based upon the representations made by the Company to the Agency, the Agency hereby finds and determines that for the Expanded Project:

   (a) the Expanded Project constitutes a "project" within the meaning of the Act;

   (b) The Amended Financial Assistance will not result in the abandonment of a facility of the Company located elsewhere in the State of New York;

   (c) The Amended Financial Assistance will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of Dutchess County, New York, and improve their standard of living, and thereby serve the public purposes of the Act; and

   (d) It is desirable and in the public interest for the Agency to assist the Company by granting the Amended Financial Assistance.

2. Subject to the conditions set forth in ¶3 of this Resolution, the Agency will:

   (a) acquire a leasehold interest in the Expanded Facility;

   (b) sublease the Expanded Facility to the Company pursuant to agreements by and between the Agency and the Company;

3. The provision of the Amended Financial Assistance herein, as contemplated by ¶2 of this Resolution, shall be subject to:

   (a) the execution and delivery by the Company of the Preliminary Agreement attached hereto as Exhibit "A" setting forth certain conditions for the provision of the Amended Financial Assistance;

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(b) a finding by the Agency, after review of all relevant information, that the Expanded Project complies with § 862(a) of the Act;

(c) compliance with SEQRA;

(d) the agreement between the Agency and the Company on mutually acceptable terms regarding payments in lieu of taxes;

(e) the Agency's determination that there is satisfactory support from the Town of Hyde Park and Hyde Park Central School District for the Expanded Project;

(f) the holding of a hearing pursuant to §859-a of the Act; and

(g) the adoption of an authorizing resolution approving the Amended Financial Assistance.

4. The form and substance of a proposed Preliminary Agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the provision of the Amended Financial Assistance is hereby approved. The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Preliminary Agreement and the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency hereto and to attest to this meeting, with such changes in terms and conditions as the Executive Director shall constitute conclusive evidence of such approval.

5. Pursuant to §875(3) of the Act and under the Agency policy concerning Maintaining Performance Based Incentives (the "MPBI"), the Agency may recover, recapture or receive from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Expanded Project, any sales and use tax exemption benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Expanded Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Expanded Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Expanded Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Expanded Project; and/or (iv) the sales and use tax exemption benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Expanded Project fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Expanded Project in the manner approved by the Agency in connection with the Expanded Project (collectively, items (i) through (iv) hereby defined as a "**Recapture Event**"). The MPBI Policy provides for the return of other incentives as set forth therein.

6. As a condition precedent of receiving sales and use tax exemption benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make

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purchases for the benefit of the Expanded Project, must (i) if a Recapture Event determination is made by the Agency, cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands, if and as so required to be paid over as determined by the Agency.

7. The law firm of Nixon Peabody LLP, Rochester, New York, is hereby appointed Transaction Counsel to the Agency in relation to the provision of the Amended Financial Assistance.

8. Counsel to the Agency is hereby authorized to work with counsel to the Company and others to prepare for submission to the Agency all documents necessary to effect the authorization and provision of the Amended Financial Assistance. The Company shall be responsible for the fees of Agency, Agency's Counsel and Transaction Counsel in relation to this Expanded Project and the provision of the Amended Financial Assistance.

9. The Agency hereby approves and authorizes the following actions by the Chairman of the Agency, prior to the granting of the Amended Financial Assistance with respect to the Expanded Project, after consultation with Agency Counsel: (i) to establish the time, date and place for a public hearing of the Agency to hear all persons interested in the Expanded Project and the proposed Amended Financial Assistance being contemplated by the Agency with respect to the Expanded Project, said public hearing to be held in the Town of Hyde Park, Dutchess County, New York; (ii) to cause notice of such public hearing to be given to the public by publishing a notice in accordance with the applicable provisions of the Act, as well as, at the same time, provide notice of the hearing to the chief executive officer of each affected tax jurisdiction; (iii) to conduct such public hearing or cause such hearing to be conducted by his designee; and (iv) to cause a stenographic transcript of said public hearing to be promptly prepared and cause copies of said report to be made available to the members of the Agency.

10. The Executive Director of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The Agency hereby appoints each Member of the Agency and Agency Counsel to serve as an Assistant Secretary of the Agency for purposes of this project.

11. This Resolution shall take effect immediately.

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

Timothy Dean, Chairman	VOTING	"Aye"
Mark Doyle, Vice Chairman (via Zoom)	VOTING	"Aye"
Kathleen M. Bauer, Secretary/Treasurer	VOTING	"Aye"
Alfred D. Torreggiani	being	ABSENT
Donald R. Sagliano	VOTING	"Aye"

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Ronald J. Piccone, II	VOTING	"Aye"
Amy L. Bombardieri	VOTING	"Aye"

The Resolution was thereupon declared duly adopted.

Adopted: July 12, 2023

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

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

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on July 12, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Preliminary Agreement annexed hereto as Exhibit "A" is in substantially the same form presented to and approved at such meeting.

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

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed, or modified.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 12th day of July, 2023.

_____
Kathleen M. Bauer, Secretary

[SEAL]

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PRELIMINARY AGREEMENT
(Inn at Bellefield 2018 Project – Phase 2 Amendment)

THIS PRELIMINARY AGREEMENT (the "**Preliminary Agreement**"), made as of July 12, 2023, between the **DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation, organized and existing under the General Municipal Law of the State of New York, having offices at Three Neptune Road, Poughkeepsie, New York 12601 (the "**Agency**"), and **T-REX HYDE PARK OWNER, LLC,** a Delaware limited liability company authorized to do business in New York with offices c/o PKF O'Connor Davies, LLP, 500 Mamaroneck Avenue, Suite 301, Harrison, New York 10528 (the "**Company**").

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Agency was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to the Company in connection with the acquisition of an approximately 339.618-acre parcel of land located on the east side of Route 9 near the intersection of Route 9 and West Dorsey Lane in the Town of Hyde Park, County of Dutchess, State of New York, bearing Tax Map Grid No. 133200-6163-01-131849 (the "**Original Land**"), the construction, installation, furnishing and equipping of an approximately 96,000 square foot 5-story hotel containing approximately 133 rooms (to be known as a Residence Inn by Marriott or other such hotel) to be located on an approximately 3.0 acre parcel of land located in the southwest corner of the Land and including infrastructure installation on the Land (the "**Original Improvements**"), and the acquisition and installation of certain equipment and personal property (collectively, the "**Original Equipment**"; and together with the Land and the Original Improvements, the "**Original Facility**"), all subleased and leased by the Agency to the Company to provide services to the business and leisure traveler visiting Dutchess County (the "**Original Project**"). The Original Project was approved by resolution duly adopted by the Agency on July 27, 2018 (the "**Authorizing Resolution**"**)**; and

WHEREAS, the Original Facility was leased by the Company to the Agency pursuant to the terms of the Company Lease Agreement, dated as of July 1, 2018 (the "**Company Lease Agreement**"), by and between the Company, as lessor, and the Agency, as lessee; and

WHEREAS, the Agency subleased the Original Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of July 1, 2018 (the "**Lease Agreement**"), by and between the Agency, as sublessor, and the Company, as sublessee; and

WHEREAS, the Company agreed to transfer to the Agency title to the Original Equipment pursuant to a Bill of Sale, dated July 23, 2018 (the "**Bill of Sale**"); and

WHEREAS, the Agency previously authorized an amendment of the Original Project and the assignment and assumption of an approximately 3.49 acre portion of the Original

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Project (the "**Released Lot 2 Parcel**") to T-REX/SHANER HYDE PARK HOTEL, LLC and the assignment and assumption of another 0.58 acre portion of the Original Project (the "**Released Lot 3 Parcel**", and together with the Released Lot 2 Parcel, the "**Released Parcels**") to TR SEWAGE-WORKS CORP (the "**Assignment and Assumption**"). The Original Project and the Original Facility after such Assignment and Assumption are referred to herein as the Project and the Facility; and

WHEREAS, in connection with the Assignment and Assumption, the Company Lease was amended pursuant to an Amendment of Company Lease Agreement dated as of October 1, 2019 (the "**Amendment of Company Lease**") and the Lease Agreement was amended pursuant to an Amendment of Lease and Project Agreement dated as of October 1, 2019 (the "**Amendment of Lease Agreement**"); and

WHEREAS, the Company previously submitted a request to the Agency reflecting an increase in the anticipated construction cost and construction time for the Project and requesting an extension of time to complete the Project and an increase in the sales and use tax exemption granted by the Agency; and

WHEREAS, in connection therewith, the Company and the Agency agreed to further amend the Original Lease Agreement pursuant to the terms of a Second Amendment of Lease and Project Agreement dated as of April 1, 2021 (the "**Second Amendment of Lease Agreement**") to (i) amend the Maximum Company Sales Tax Savings Amount (as defined in Schedule A to the Original Lease Agreement) granted thereunder and (ii) extend the Completion Date (as defined in Section 3.6 of the Original Lease Agreement); and

WHEREAS, the Company previously requested that the Agency amend the Facility to include the construction, improvement, reconstruction, repair, renovation, furnishing and installation of an approximately 10,000 square foot, one-story structure to be used as a sales office and welcome center and the installation of infrastructure, including roads, sidewalks, and conduits for utilities such as water, natural gas, sewer and storm water lines for future commercial development (collectively, the "**Phase 2a Improvements**") all to be located on the portion of the Original Land remaining after release of the Released Parcels being a 335.55 acre parcel of land located at 15 West Dorsey Lane, Town of Hyde Park, County of Dutchess, State of New York, Tax Map Grid No. 133200-6163-01-131849 and further described in the Amendment of Company Lease (the "**Land**" and collectively with the Phase 2a Improvements, the "**Phase 2a Facility**"); and

WHEREAS, in connection therewith, the Company and the Agency agreed to further amend the Original Company Lease, pursuant to the terms of a Second Amendment of Company Lease, dated as of January 1, 2022 (the "**Second Amendment of Company Lease**") to include the Phase 2a Facility; and

WHEREAS, in connection therewith, the Company and the Agency agreed to further amend the Original Lease Agreement, pursuant to the terms of a Third Amendment of Lease and Project Agreement, dated as of January 1, 2022 (the "**Third Amendment of Lease**

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Agreement") to (i) include the Phase 2a Facility, and (ii) authorize exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $14,315,297 in connection with the Project Work (as defined in the Lease Agreement); and

WHEREAS, the Agency previously consented to (1) a lot line adjustment between the Land and adjacent parcel owned by a related entity, TR Sewage, pursuant to that certain map entitled "Map of Lot Line Change, Lots 1 & 3, Filed Map #12627", filed in the Dutchess County Clerk's Office on May 18, 2022 as Filed Map #12627-A and (2) the transfer of a small portion of the Land to TR Sewage; and

WHEREAS, in connection therewith, the legal description of the Land was modified and the Agency and the Company agreed to further amend the Original Company Lease pursuant to the terms of a Third Amendment of Company Lease Agreement dated as of May 1, 2022 (the "**Third Amendment of Company Lease**" and together with the Original Company Lease, Amendment of Company Lease and Second Amendment of Company Lease, the "**Company Lease**") to replace the legal description originally attached to the Company Lease with the modified legal description annexed thereto; and

WHEREAS, in connection therewith, the Agency and the Company agreed to further amend the Original Lease Agreement pursuant to the terms of a Fourth Amendment of Lease and Project Agreement dated as of May 1, 2022 (the "**Fourth Amendment of Lease Agreement**") to replace the legal description for the Land with the modified legal description annexed thereto; and

WHEREAS, on October 10, 2022, the Company submitted a request to the Agency for an amendment to the Lease Agreement to (i) increase in the Maximum Company Sales Tax Savings Amount (as defined in the Lease Agreement) by $70,000; and (ii) extend the Completion Date for the Project from March 31, 2023 to December 31, 2023 (the "**Request**"), citing significant increases in the cost of construction materials and services for the Project as well as COVID-related construction delays as the reason for the Request; and

WHEREAS, in connection therewith, the Company and the Agency further amended the Original Lease Agreement pursuant to the terms of a Fifth Amendment of Lease and Project Agreement dated as of December 1, 2022 (the "**Fifth Amendment of Lease Agreement**" and together with the Original Lease Agreement, Amendment to Lease Agreement, Second Amendment of Lease Agreement, Third Amendment of Lease Agreement, and Fourth Amendment of Lease Agreement, the "**Lease Agreement**") to (i) to amend the Maximum Company Sales Tax Savings Amount granted thereunder to increase such amount by $70,000 and reflect a new Maximum Company Sales Tax Savings Amount of $238,675 and (ii) to extend the Completion Date for the Project from March 31, 2023 to December 31, 2023; and

WHEREAS, the Company is now ready to proceed with its next large phase of development, to be completed in multiple phases, and has submitted a new application to the Agency requesting the Agency provide certain "financial assistance" (within the meaning of the Act), including potential exemptions from certain sales and use taxes, real property taxes, real

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estate transfer taxes and mortgage recording taxes (collectively the Phase 2 Financial Assistance, and, together with the Financial Assistance, the "**Amended Financial Assistance**") for Phase 2 of the Project (the "**Phase 2 Project**" and collectively with the Project, as previously amended, the "**Expanded Project**") in connection with the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing and equipping of a certain mixed-use commercial facility (the "**Phase 2 Facility**" and collectively with the Facility, as previously amended, the "**Expanded Facility**") consisting of the following:

(A) the construction of the following improvements to be located on an approximately 45-acre portion of the Land, as outlined in the following chart showing the number of buildings, number of stories, use, square footage[1] and number of residential units:

	NO. BLDGS	STORIES	USE	SF RESIDENTIAL	SF COMM	SF COMM/ Sales	SF COMM/ COMMUNITY	SF COMM/ EDU	TOTAL RESI-UNITS
i.	6	4	Apartments	253,970	0	0	0	0	224
ii	6	3	Mixed Use-Comm/Loft	137,480	82,950	0	0	0	116
iii	1	2	Comm/ Winery	0	18,428	0	0	0	0
iv	1	2	Comm/Food Hall/ Clubhouse	0	10,000	0	0	0	0
v	1	2	Comm/ Residential	3,720	4,360	0	0	0	4
vi	1	2.5	Sales/ Marketing	0		10,000	0	0	0
vii	1	1.5	Comm/Farm Barn	0	0	0	3,540	0	0
viii	1	1.5	Comm/ Entrance Barn	0	0	0	750	0	0
ix.	1	1	Comm/ Maintenance	0	2,010	0	0	0	0
x.	1	1	Commercial	0	4,052	0	0	0	0
xi.	1	2	Comm/Edu	0	12,000	0	0	0	0
xii.	2	1, 2	Commercial	0		0	0	25,000	0
xii.	1	1	Comm/ Maintenance	0	1,200	0	0	0	0
xiv.	1	3	Commercial/ Edu	0		0	0	65,000	0
xv.	1	3	Commercial/ Edu	0		0	0	40,000	0
xvi.	1	1	Commercial	0	20,000	0	0	0	0

[1] Note: While the total square footage is fixed, the square footage for individual buildings are approximations.

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xvii.	1	1	Commercial	0	20,000	0	0	0	0
xviii.			Commercial/ Community	0	-	0	17,960	0	0
Total: 28			**TOTALS**	**395,170**	**175,000**	**10,000**	**22,250**	**130,000**	**344**

and

(B) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively the "**Equipment**") to be owned by the Agency and leased to the Company to be used as part of the Phase 2 Facility; and

WHEREAS, the Project includes the following, as they relate to the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing, equipping, and completion of such Phase 2 Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Phase 2 Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, improvement, reconstruction, repair, and renovation of the Phase 2 Facility; and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, improvement, reconstruction, repair and renovation of the Facility and installation of the equipment; and

WHEREAS, the Expanded Project will include facilities or property that are used in making "retail sales," as defined within Section 862(2)(a) of the Act, and the Agency's final approval of the provision of the Amended Financial Assistance for the Expanded Project is contingent upon the Agency's finding that the Expanded Project complies with Section 862(2)(a) of the Act; and

WHEREAS, the Agency has determined that the financing of the Expanded Project will promote and further the purposes of the Act; and

WHEREAS, on July 12, 2023, the Agency adopted a Preliminary Resolution (the "**Preliminary Resolution**") accepting the Expanded Project and authorizing the execution of this Preliminary Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency and the Company agree as follows:

1. Undertakings of the Agency. Based upon the statements, representations, and undertakings of the Company and subject to the conditions set forth herein and in the Preliminary Resolution, the Agency agrees as follows:

(a) The Agency shall adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) construction, installation, furnishing and equipping of the Expanded Facility and the financing of such costs; and (ii) the subleasing of the Expanded Facility to the Company and leasing the equipment to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

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(b) The Agency shall acquire a leasehold interest in the Expanded Facility and enter into an agreement to sublease the Expanded Facility to the Company (the "**Lease Agreement**"). The Lease Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

(c) Reserved.

(d) The Agency shall take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Representations of the Company. The Company hereby represents to the Agency that:

(a) The Expanded Facility is located in Dutchess County, New York;

(b) The proposed financing of the Expanded Project will contribute to increased employment opportunities in Dutchess County, New York; and

(c) The Expanded Project will comply with all applicable federal, state, and local laws, ordinance, rules, and regulations and the Company shall obtain all necessary approvals and permits required thereunder.

3. Undertakings of the Company. Based upon the statements, representations, and undertakings of the Agency and subject to the conditions set forth herein and in the Preliminary Resolution, the Company agrees as follows:

(a) The Company shall use all reasonable efforts necessary or desirable to enter into a contract or contracts for the acquisition of the Expanded Facility (to the extent not heretofore acquired) and on the terms and conditions set forth in the Lease Agreement, transfer to the Agency, or cause to be transferred to the Agency, title to or a leasehold interest in, the Expanded Facility.

(b) (i) To the extent the Agency is not defended and indemnified under a policy of insurance maintained by the Company, and subject to any subrogation waivers contained in the Lease Agreement, the Company shall defend and indemnify the Agency and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on: (1) labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of the Expanded Facility and installation of equipment in the Expanded Facility (including any expense incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing) except that the Company shall not be required to indemnify the Agency for the willful or grossly negligent conduct of the Agency, its employees, agents, or representatives; or (2) any untrue statement or alleged untrue statement of a material fact necessary in order to make the statements herein, in the light of the circumstances under which they were made, not misleading.

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(ii) The Company shall not permit to stand, and shall at its own expense take all steps reasonably necessary to remove, any mechanic's or other liens against the Expanded Facility for labor for the construction, renovation, installation, furnishing and equipping of the Expanded Facility.

(iii) To the extent the Agency is not defended and indemnified under a policy of insurance maintained by the Company, and subject to any subrogation waivers contained in the Lease Agreement, the Company shall indemnify and hold the Agency harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Expanded Project, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing, except that the Company shall not be required to indemnify the Agency for the willful or grossly negligent conduct of the Agency, its employees, agents, or representatives.

(c) Reserved.

(d) The Company shall take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) This Preliminary Agreement shall take effect on the date of execution hereof until the Lease Agreement becomes effective. It is the intent of the Agency and the Company that this Preliminary Agreement be superseded in its entirety by the Lease Agreement.

(b) It is understood and agreed by the Agency and the Company that the execution of the Lease Agreement and related documents are subject to: (i) obtaining all necessary governmental approvals; and (ii) approval of the members of the Agency; and (iii) a finding by the Agency, after review of all relevant information, that the Project complies with Section 862(a) of the Act.

(c) The Company agrees that they will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses which the Agency may incur as a consequence of executing this Preliminary Agreement or performing its obligations hereunder, including but not limited to, the cost of causing a notice of any public hearing held with respect to the Expanded Project to be published, the cost of making and transcribing records of said hearings and the reasonable fees and expenses charged and incurred by Agency Counsel and Transaction Counsel in connection with their representation of the Agency in this matter and their preparation of any documents pertaining to the provisions of the Amended Financial Assistance.

(d) All commitments of the Agency under ¶1 hereof and of the Company under ¶¶2 and 3 hereof (excepting the obligations of the Company set forth in subparagraphs 3(b) and 4(c) hereof, which shall survive the termination of this Preliminary Agreement) are subject to the

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condition that the Lease Agreement shall have been executed no later than fifteen (15) months from the date hereof (or such other date as shall be mutually satisfactory to the Agency and the Company).

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

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IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the 12th day of July, 2023.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Sarah Lee, Executive Director

T-REX HYDE PARK OWNER, LLC

By: _____

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

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

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on July 12, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Preliminary Agreement annexed hereto as Exhibit "A" is in substantially the same form presented to and approved at such meeting.

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

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed, or modified.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 12th day of July, 2023.

Kathleen M. Bauer, Secretary

[SEAL]

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FINAL AUTHORIZING RESOLUTION
(Bellefield 2023 Project – Phase 2)

At a special meeting of the Dutchess County Industrial Development Agency (the "Agency") convened in public session at 8:00 a.m., local time at Three Neptune Road, Poughkeepsie, New York on the 25th day of August, 2023, the following members of the Agency were:

PRESENT: Timothy Dean, Chairman
Mark Doyle, Vice Chairman
Donald R. Sagliano
Ronald J. Piccone, II
Amy L. Bombardieri

ABSENT: Kathleen M. Bauer, Secretary/Treasurer
Alfred D. Torreggiani

ALSO PRESENT: Sarah Lee, Executive Director
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of title to, or a leasehold interest in, a certain industrial development facility (Bellefield 2023 Project – Phase 2) and the leasing of the facility as more particularly described below:

RESOLUTION OF THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, RECONSTRUCTION, REPAIR, RENOVATION, INSTALLATION, FURNISHING AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR T-REX HYDE PARK OWNER LLC AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively, the "**Act**"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, T-REX HYDE PARK OWNER, LLC, a Delaware limited liability company authorized to do business in New York with offices c/o PKF O'Connor Davies, LLP, 500 Mamaroneck Avenue, Suite 301, Harrison, New York 10528 (the "**Company**"), has submitted an application to the Agency requesting the Agency provide certain "financial assistance" (within the meaning of the Act) with respect to the Facility (hereinafter defined), including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and

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mortgage recording taxes (collectively, the "**Financial Assistance**") in connection with a certain mixed-use commercial facility (the "**Project**") to be constructed, improved, reconstructed, repaired, renovated, installed, furnished and equipped in multiple phases (which may include sub-phases) and located on portions of approximately 49.88 acres of land located at 3760 Albany Post Road a/k/a 15 West Dorsey Lane, Hyde Park, New York, and further described on Exhibit A attached to the hereinafter defined Lease Agreement (the "**Land**"), consisting of the following (the "**Facility**"):

(A) the construction of the following improvements:

a. approximately 344 residential rental units situated in one residential apartment building and multiple mixed-use apartment and commercial buildings with a total aggregate square footage of approximately 395,000 square feet of residential space;

b. approximately 175,000 square feet of mixed commercial use space situated in multiple buildings and currently anticipated to include a winery, food hall, clubhouse, and other commercial and retail spaces in line with the overall development's culinary, tourism and hospitality components;

c. one approximately 10,000 square foot building for sales and marketing;

d. approximately 130,000 square feet situated in approximately four buildings to be used for educational purposes; and

e. approximately 22,250 square feet of community space, including a community center (collectively, items (i) through (v) are the "**Improvements**");

(B) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively the "**Equipment**"); and

WHEREAS, the Project includes the following, as they relate to the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing, equipping, and completion of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, improvement, reconstruction, repair, and renovation of the Facility; and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, improvement, reconstruction, repair and renovation of the Facility and installation of the equipment; and

WHEREAS, the Agency by resolution duly adopted on July 12, 2023 (the "**Preliminary Resolution**"), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Master Company Lease Agreement, dated as of August 1, 2023, or such other date as the Chairman or the Executive Director of the Agency and counsel to

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the Agency shall agree (the "**Company Lease**"), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Master Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the "**Bill of Sale**"), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Facility to the Company pursuant to a certain Master Lease and Project Agreement, dated as of August 1, 2023, or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an amount not to exceed $11,897,909 in connection with the purchase or lease of equipment, building materials, services or other personal property with the respect to the Facility; (ii) exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $259,187,009 in connection with the Project Work; and (iii) abatement of real property taxes on the Facility as set forth in the PILOT Schedule attached as Exhibit A hereof; and

WHEREAS, although the Facility is used in making retail sales to customers who visit the Facility and would be considered a "retail facility", based upon the representations and warranties of the Company and Company Counsel and the report from Fairweather Consulting dated May 16, 2018 and the report from Storrs Associates dated August 17, 2023, and the unique nature of the Facility as a culinary experience, agrobusiness, and hospitality destination, the Facility will be a tourism destination as described in §862(2)(a) of the Act and therefore the Facility is not subject to the prohibitions on providing financial assistance to retail facilities; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted by the Department of Environmental Conservation of the State of New York (the laws and regulations hereinafter collectively referred to as "**SEQRA**"), the Project has undergone a coordinated review under SEQRA by the Town of Hyde Park Planning Board (the "**Planning Board**"), as Lead Agency under SEQRA; and

WHEREAS, by resolution dated January 18, 2023 (the "**SEQRA Resolution**"), the Planning Board reaffirmed its previous SEQRA Findings and made a Negative Declaration and Determination of Non-Significance (the "**Negative Declaration**") with respect to Phase II of the overall project, determining that the Project will not have a "significant impact" or "significant effect" on the environment as defined under SEQRA with the reasons for its determination stated therein; and

WHEREAS, the Agency hereby adopts the reasoning set forth in the SEQRA Resolution and Negative Declaration and hereby determines that the Project will not have a "significant impact" or "significant effect" on the environment as defined under SEQRA; and

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WHEREAS, the proposed real property tax abatement requested by the Company deviates from the Standard PILOT Schedule in the Agency's Uniform Tax Exemption and Criteria Policy (the "**UTEP**") and has been consented to by the Town of Hyde Park Town Board as reflected its Resolution 3:13-7 of 2023 dated March 13, 2023 and by the School Board of the Hyde Park Central School District, which consent is reflected in the letter from Michael Zagorski dated August 10, 2023; and

WHEREAS, in compliance with §859-a of the Act, the Agency on August 17, 2023, held a public hearing on the grant of financial assistance as set forth herein following publication in the *Poughkeepsie Journal* on August 3, 2023 of a notice of the public hearing; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company.

NOW, THEREFORE, BE IT RESOLVED, by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) As set forth in the Planning Board's SEQRA Resolution and Negative Declaration, the Project will not have a "significant adverse impact" or "significant adverse effect" on the environment as defined under SEQRA and the Agency hereby adopts the reasoning and findings set forth in the SEQRA Resolution and Negative Declaration.

Section 2. The Agency further hereby finds and determines:

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

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The public hearing held by the Agency on August 17, 2023, concerning the grant of Financial Assistance as set forth herein and the nature and location of the Facility was duly held in accordance with the laws of the State of New York, including but not limited to the giving of public notice of the meeting a reasonable time before the meeting and affording a reasonable opportunity for persons with differing views to be heard on Agency's providing the financial assistance contemplated herein and the location and nature of the Facility; and

(d) The Project Work and the leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Dutchess County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

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(e) the proposed real property tax abatement requested by the Company deviates from the Standard PILOT in the Agency's UTEP, but the conditions of the Agency's UTEP have been met and a deviation is warranted; and

(f) Although the Facility is used in making retail sales to customers who visit the Facility and would be considered a "retail facility", based upon the representations and warranties of the Company and Company Counsel and the report from Fairweather Consulting dated May 16, 2018 and the report from Storrs Associates dated August 17, 2023, and the unique nature of the Facility as a culinary experience, agrobusiness, and hospitality destination, the Facility will be a tourism destination as described in §862(2)(a) of the Act and therefore the Facility is not subject to the prohibitions on providing financial assistance to retail facilities; and

(g) The Project will serve the Agency's public purposes as set forth in the Act by preserving or increasing the number of permanent, private sector jobs in Dutchess County and the State of New York; and

(h) Based upon representations of the Company and counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of Dutchess County and all regional and local land use plans for the area in which the Facility is located; and

(i) It is desirable and in the public interest for the Agency to approve the requested Financial Assistance for this Project; and

(j) The Company Lease will be an effective instrument whereby the Agency leases the Land and Improvements from the Company; and

(k) The Lease Agreement will be an effective instrument whereby: (1) the Agency leases and subleases the Facility to the Company; (2) the Agency and the Company set forth the terms and conditions of their agreement regarding the Company's payments-in-lieu of real property taxes; (3) the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and (4) the Agency and the Company set forth the circumstances in which the Agency may recapture some or all of the benefits granted to the Company in the event any enumerated Recapture Event (as defined therein) occurs.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Facility to the Company pursuant to the Lease Agreement, and (iv) execute, deliver and perform the Lease Agreement.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

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Section 5. The form and substance of the Company Lease and the Lease Agreement, (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 6. Recapture Provisions. The Agency has retained certain recapture rights under the terms and conditions of the Lease Agreement upon the occurrence of a Recapture Event as defined therein. Section 5.4 of the Lease Agreement relating to recapture rights by the Agency against the Company is attached hereto and made a part hereof as Exhibit B.

Section 7. Based upon the representation and warranties made by the Company in the Application, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the Project Work in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed $11,897,909 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility; (ii) exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $259,187,009, in connection with the financing of the acquisition, construction, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing, renovating and equipping of the Facility; and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof). The Agency agrees to consider any requests by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services, and, to the extent required, the Agency authorizes and conducts any supplemental public hearing(s).

Section 8. Subject to (i) execution of the Agency Documents by the Company and (ii) the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Facility satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the Project Work and appoints the Company as the true and lawful agent of the Agency.

Section 9.

(a) The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease and the Lease Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, any member of the Agency or the Executive Director shall approve, and such other related documents as may be, in the judgment of the Executive Director and Agency Counsel necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, any member of the Agency and the Executive Director of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to

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the Lease Agreement). The Agency hereby appoints each Member of the Agency, Agency Counsel and Transaction Counsel to serve as an Assistant Secretary of the Agency for purposes of this transaction.

Section 10. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 11. This resolution shall take effect immediately.

This resolution was duly moved by Amy L. Bombardieri, seconded by Ronald J. Piccone, II, discussed and adopted with the following members voting:

Timothy Dean, Chairman	VOTING	"Aye"
Mark Doyle, Vice Chairman	VOTING	"Aye"
Kathleen M. Bauer, Secretary/Treasurer	being	ABSENT
Alfred D. Torreggiani	being	ABSENT
Donald R. Sagliano	VOTING	"Aye"
Ronald J. Piccone, II	VOTING	"Aye"
Amy L. Bombardieri	VOTING	"Aye"

Adopted: August 25, 2023

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

I, the undersigned Assistant Secretary of the Dutchess County Industrial Development Agency, **DO HEREBY CERTIFY**:

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on August 25, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 25th day of August, 2023.

Ronald J. Piccone, II, Assistant Secretary

[SEAL]

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SUPPLEMENTAL AUTHORIZING RESOLUTION
(Harlem Valley Homestead 2024 Project)

A regular meeting of the Dutchess County Industrial Development Agency was convened in public session at 8:00 a.m., local time, at the office of the Dutchess County Industrial Development Agency, Three Neptune Road, Poughkeepsie, New York on November 18, 2026.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Mark Doyle, Chairman
Ronald J. Piccone, II, Vice Chairman/Treasurer
Thomas J. LeCount, Secretary
Brian C. Berryann
Kristofer Munn
John Zeolla, Jr.

ABSENT:

ALSO PRESENT: Robin D. Mack, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain industrial development facility (Harlem Valley Homestead 2024 Project) as more particularly described below:

SUPPLEMENTAL RESOLUTION OF THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE EXTENSION OF THE COMPLETION DATE FOR THE PROJECT IN CONNECTION WITH A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR NONNO'S GARDEN, LLC, ANRA'S NEST, LLC AND HARLEM VALLEY HOMESTEAD LLC, AND APPROVING THE EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Dutchess County Industrial Development Agency (the "**Agency**") was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to NONNO'S GARDEN, LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594 ("**Nonno's Garden, LLC**"), ANRA'S NEST, LLC, a Delaware limited liability

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company having offices at 147 Old Forge Road, Wingdale, New York 12594 ("**Anra's Nest, LLC**", and together with Nonno's Garden, LLC, the "**Companies**"), and HARLEM VALLEY HOMESTEAD LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594 (the "**Sublessee**"), in connection with the following:

(A) the acquisition of approximately 247.99 acres on five parcels of land all located in the Town of Dover, Dutchess County, New York, more particularly described as follows (collectively, the "**Land**"):

i. an approximately 60.3-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-062777-0000;

ii. an approximately 100-acre parcel located at 132 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-123597-0000;

iii. an approximately 1.17-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-167790-0000;

iv. an approximately 11.44-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7160-00-981478-0000; and

v. an approximately 75.08-acre parcel located at 30 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-089448-0000; and

(B) the renovation of approximately 14,600 square feet within seven (7) buildings (the existing farmhouse, the three-barn complex (Gathering Barn, Farm Store and Propagation House), and Horse Barn, minor renovations of the Old Hill Barn, and Library) located on a portion of the Land (Tax Map No. 132600-7260-00-123597-0000) and approximately 71,400 square feet of new construction comprised of 25 +/- buildings to include 42 lodging guest units consisting of four types of lodging including seasonal cabins, year-round cabins, suites located within the Farmhouse, traditional hotel-style, as well as the construction of a new Homestead House, Hospitality Hub, Spa, Sauna, and Pond Dock located on a portion of the Land (Tax Map Nos. 132600-7260-00-123597-0000 and 132600-7260-00-062777-0000) (the "**Improvements**") and the acquisition and installation of certain equipment and personal property, not part of the Equipment (hereinafter defined) (the "**Facility Equipment**"; and together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is leased by the Agency to the Companies and further subleased by the Companies to the Sublessee; and

(C) the acquisition and installation of certain equipment and personal property (the "**Equipment**"; and together with the Company Facility, the "**Facility**"), which Equipment is leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as a farm and agritourism resort (the "**Project**").

WHEREAS, the Project was approved by resolution duly adopted by the Agency on November 13, 2024 (the "**Authorizing Resolution**"); and

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WHEREAS, the Agency acquired a leasehold interest in the Land and the Improvements pursuant to certain Company Lease Agreements, each dated as of December 1, 2024 (collectively, the "**Company Leases**"), by and between each of the Companies, as lessor, and the Agency, as lessee; and

WHEREAS, the Sublessee transferred to the Agency title to the Equipment pursuant to a certain Equipment Bill of Sale (the "**Equipment Bill of Sale**"); and

WHEREAS, the Agency subleased and leased the Company Facility to the Companies pursuant to certain Lease and Project Agreements, each dated as of December 1, 2024 (collectively, the "**Lease Agreements**"), by and between the Agency and each of the Companies; and

WHEREAS, the Agency leased the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of December 1, 2024 (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee, and the Agency and the Sublessee entered into a certain Agency Compliance Agreement, dated as of December 1, 2024 (the "**Agency Compliance Agreement**"); and

WHEREAS, pursuant to Section 3.6 of each of the Lease Agreements and Section 3.4 of the Equipment Lease Agreement, the Companies and the Sublessee agreed to complete the Project Work (as defined in the Lease Agreements) no later than December 31, 2026 (the "**Completion Date**"); and

WHEREAS, by letter dated October 7, 2026 from their counsel (the "**Extension Request**"), the Companies and the Sublessee advised the Agency that the Project has experienced delays and that the completion of the Project Work will take longer than originally anticipated; and

WHEREAS, in the Extension Request, the Companies and the Sublessee requested an amendment to the Lease Agreements and the Equipment Lease Agreement to extend the Completion Date for the Project from December 31, 2026 to December 31, 2028; and

WHEREAS, the Companies and the Sublessee have not requested any increase in the amount of the financial assistance previously approved by the Agency; and

WHEREAS, the Agency has reviewed the Extension Request; and

WHEREAS, in connection therewith, the Companies, the Sublessee and the Agency intend to amend the Lease Agreements and the Equipment Lease Agreement pursuant to the terms of an Omnibus Extension Agreement, dated as of December 1, 2026 (the "**Extension Agreement**"), to extend the Completion Date from December 31, 2026 to December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

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Section 1. The Board of Directors of the Agency hereby approves the extension of the Completion Date to no later than December 31, 2028.

Section 2. The Agency otherwise hereby reaffirms and readopts all the findings and determinations in the Authorizing Resolution.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) execute and deliver the Extension Agreement, in such forms and containing such terms, conditions and provisions as the person executing the same on behalf of the Agency shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof, and (ii) execute, deliver and perform such other related documents to which the Agency is a party, as may be necessary or appropriate.

Section 4. The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Extension Agreement in such form as the Chairman, Vice Chairman, any member of the Agency or the Executive Director shall approve, and such other related documents (including any updated sales tax agent appointment letters and any related filings with the New York State Department of Taxation and Finance) as may be, in the judgment of the Executive Director and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution. The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

Section 5. This resolution shall take effect immediately.

The resolution was duly moved by [ ], seconded by [ ], discussed and adopted with the following members voting:

Mark Doyle, Chairman	VOTING
Ronald J. Piccone, II, Vice Chairman/Treasurer	VOTING
Thomas J. LeCount, Secretary	VOTING
Brian C. Berryann	VOTING
Kristofer Munn	VOTING
John Zeolla, Jr.	VOTING

The Resolution was thereupon declared duly adopted.

Adopted: November 18, 2026

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OMNIBUS EXTENSION AGREEMENT

This Omnibus Extension Agreement, dated as of December 1, 2026 (this "**Extension Agreement**"), is by and among NONNO'S GARDEN, LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594 ("**Nonno's Garden, LLC**"); ANRA'S NEST, LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594 ("**Anra's Nest, LLC**", and together with Nonno's Garden, LLC, the "**Companies**"); HARLEM VALLEY HOMESTEAD LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594 (the "**Sublessee**"); and DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 3 Neptune Road, Poughkeepsie, New York 12601 (the "**Agency**").

WHEREAS, the Agency previously provided its assistance to the Companies and the Sublessee in connection with the following:

(A) the acquisition of approximately 247.99 acres on five parcels of land all located in the Town of Dover, Dutchess County, New York, more particularly described as follows (collectively, the "**Land**"):

i. an approximately 60.3-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-062777-0000;

ii. an approximately 100-acre parcel located at 132 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-123597-0000;

iii. an approximately 1.17-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-167790-0000;

iv. an approximately 11.44-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7160-00-981478-0000; and

v. an approximately 75.08-acre parcel located at 30 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-089448-0000; and

(B) the renovation of approximately 14,600 square feet within seven (7) buildings (the existing farmhouse, the three-barn complex (Gathering Barn, Farm Store and Propagation House), and Horse Barn, minor renovations of the Old Hill Barn, and Library) located on a portion of the Land (Tax Map No. 132600-7260-00-123597-0000) and approximately 71,400 square feet of new construction comprised of 25 +/- buildings to include 42 lodging guest units consisting of four types of lodging including seasonal cabins, year-round cabins, suites located within the Farmhouse, traditional hotel-style, as well as the construction of a new Homestead House, Hospitality Hub, Spa, Sauna, and Pond Dock located on a portion of the Land (Tax Map Nos. 132600-7260-00-123597-0000 and 132600-7260-00-062777-0000) (the "**Improvements**") and the acquisition and installation of certain equipment and personal property, not part of the Equipment (hereinafter defined) (the "**Facility Equipment**"; and together with the Land and the Improvements, the "**Company**

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Facility"), which Company Facility is leased by the Agency to the Companies and further subleased by the Companies to the Sublessee; and

(C) the acquisition and installation of certain equipment and personal property (the "**Equipment**"; and together with the Company Facility, the "**Facility**"), which Equipment is leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as a farm and agritourism resort (the "**Project**"); and

WHEREAS, the Project was approved by resolution duly adopted by the Agency on November 13, 2024 (the "**Authorizing Resolution**"); and

WHEREAS, the Companies and the Agency previously entered into certain Company Lease Agreements, each dated as of December 1, 2024 (collectively, the "**Company Leases**"), and certain Lease and Project Agreements, each dated as of December 1, 2024 (collectively, the "**Lease Agreements**"), whereby the Agency leased the Company Facility to the Companies; and

WHEREAS, the Agency and the Sublessee previously entered into a certain Equipment Lease Agreement, dated as of December 1, 2024 (the "**Equipment Lease Agreement**"), whereby the Agency leased the Equipment to the Sublessee, and a certain Agency Compliance Agreement, dated as of December 1, 2024 (the "**Agency Compliance Agreement**"); and

WHEREAS, pursuant to Section 3.6 of each of the Lease Agreements and Section 3.4 of the Equipment Lease Agreement, the Companies and the Sublessee agreed to complete the Project Work no later than December 31, 2026 (the "**Completion Date**"); and

WHEREAS, pursuant to the Authorizing Resolution, the Agency granted financial assistance to the Companies and the Sublessee in the form of exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials or other personal property with respect to the Project, consistent with the policies of the Agency, which expires on the Completion Date (the "**Sales Tax Term**"); and

WHEREAS, by letter dated October 7, 2026 from their counsel (the "**Extension Request**"), the Companies and the Sublessee advised the Agency that the Project has experienced delays and that the completion of the Project Work will take longer than originally anticipated; and

WHEREAS, the Companies and the Sublessee have not requested any increase in the amount of the financial assistance previously approved by the Agency; and

WHEREAS, in the Extension Request, in order to complete the acquisition, construction and equipping of the Project, the Companies and the Sublessee requested that the Agency extend the Completion Date from December 31, 2026 to December 31, 2028 (the "**Completion Date Extension**"); and

WHEREAS, the effect of the Completion Date Extension will be an extension of the Sales Tax Term to expire on December 31, 2028 (the "**Sales Tax Term Extension**"); and

WHEREAS, by resolution duly adopted on November 18, 2026, the Agency approved the Completion Date Extension, consistent with the policies of the Agency; and

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WHEREAS, the Companies, the Sublessee and the Agency shall now enter into this Extension Agreement to provide for the Completion Date Extension and the Sales Tax Term Extension.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

1. The Agency hereby consents to the Completion Date Extension, the effect of which shall be the Sales Tax Term Extension.

2. The Agency and each of the Companies hereby amend Section 3.6 of each of the Lease Agreements by deleting the date "December 31, 2026" and inserting in its place the date "December 31, 2028".

3. The Agency and the Sublessee hereby amend Section 3.4 of the Equipment Lease Agreement by deleting the date "December 31, 2026" and inserting in its place the date "December 31, 2028".

4. The Agency, the Companies and the Sublessee hereby agree that the Agency will file an amended Form ST-60 with New York State reflecting the extension of sales tax benefits to December 31, 2028.

5. All other provisions of the Lease Agreements and the Equipment Lease Agreement not otherwise amended or modified by this Extension Agreement are hereby ratified and confirmed and remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the Lease Agreements.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

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The Agency, the Companies and the Sublessee have caused this Extension Agreement to be signed as of the date first above written.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Robin D. Mack
Title: Executive Director

NONNO'S GARDEN, LLC

By: _____
Name:
Title:

ANRA'S NEST, LLC

By: _____
Name:
Title:

HARLEM VALLEY HOMESTEAD LLC

By: _____
Name:
Title:

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CUDDY +FEDER LLP

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October 7, 2026

Neil J. Alexander, Esq.
nalexander@cuddyfeder.com

By Email (robin@thinkdutchess.com)
Robin D. Mack
Executive Director, Records Appeals Officer, Procurement Officer
Dutchess County Industrial Development Agency
3 Neptune Road
Poughkeepsie, New York 12601

RE: Harlem Valley Homestead 2024 Project
Straight Lease Transaction
Premises: 132-147 Old Forge Road, Town of Dover, Dutchess County, NY
Total Lot Area: 247.99 acres
Zoning Districts: Rural ("RU") zone & Resource Conservation ("RC") zone
Tax Identification Nos: 7260-00-062777, 7260-00-123597, 7160-00-981478, 7260-00-089448, and 7260-00-167790

Dear Executive Director Mack:

This letter is respectfully submitted on behalf of Nonno's Garden LLC and Anra's Nest LLC (the "Companies") and Harlem Valley Homestead, LLC (the "Sublessee") relative to the Straight Lease transaction closed in December 2024 granting Financial Assistance as to the Land, Improvements, Facility Equipment, Company Facility, Equipment, and Facility for the Project in the Town of Dover, Dutchess County.

Per the transaction, the Agency is providing Financial Assistance to the Companies and the Sublessee consistent with the policies of the Agency, in the form of: (i) exemptions from sales and use taxes in an amount not to exceed $2,340,000 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility; (ii) exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $30,000,000 in connection with the Project Work; and (iii) abatement of real property taxes on the Facility as set forth in the PILOT Schedule.

In accordance with its periodic regulatory filings, including but not limited to its ST-340 Forms and Employment Data, the Companies and the Sublessee have been proceeding toward the Completion Date for the Project of December 31, 2026.

Nonetheless, the Companies and the Sublessee have experienced certain impediments and various delays forestalling the ability to timely meet the Completion Date.

Consequently, the Companies and the Sublessee are hereby seeking and respectfully requesting that the Agency extend the Completion Date to December 31, 2028.

The Companies and the Sublessee would welcome the opportunity to discuss these issues with Agency Staff and to appear, if necessary, before the Agency Board. Should the Agency or Agency Staff have any questions or comments in the interim, please do not hesitate to contact me. Thank you in advance for your cooperation and consideration in this matter.

Very truly yours,

Neil J. Alexander

cc: Jane Denbaum, Agency Chief Financial Officer, Compliance Officer, Records Access Officer (jane@thinkdutchess.com)
Peter Kollmar, Agency Compliance Associate (peter@thinkdutchess.com)
Liz Cappillino, Esq., Agency Legal Counsel (ec@cappillino.com)
Harlem Valley Homestead LLC
Anra's Nest LLC
Nonno's Garden LLC

DCida
Dutchess County Industrial Development Agency

To help companies locate here, make needed capital expansion or grow existing and new jobs.

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Poughkeepsie, NY 12601
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Email: info@thinkdutchess.com
www.thinkdutchess.com

APPLICATION FOR FINANCIAL ASSISTANCE

Th!nk DUTCHESS

DCIDA Board and Staff

OFFICERS

Chairman
Timothy E. Dean

Vice Chairman
Mark Doyle

Secretary/Treasurer
Kathleen M. Bauer

Executive Director
Sarah Lee

Chief Financial Officer
Jane Denbaum

Compliance Officer/
Records Access Officer
Jane Denbaum

BOARD OF DIRECTORS

Amy Bombardieri
Kathleen M. Bauer
Timothy E. Dean
Mark Doyle
Ronald J. Piccone II
Alfred D. Torreggiani

Counsel
Donald Cappillino
Elizabeth Cappillino

COUNTY GOVERNMENT

County Executive
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Dutchess County Legislature
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MISSION STATEMENT

The Dutchess County Industrial Development Agency [DCIDA] was created to further economic development in Dutchess County by providing financial assistance to private entities through tax incentives including the issuance of bonds to facilitate the building of capital projects with the resultant construction jobs and permanent follow on employment.

INSTRUCTIONS

I. Application Submission and Application Fees

All applications will be subject to approval of the Dutchess County Industrial Development DCIDA ("DCIDA") and no financial Assistance can be provided, including a sales tax exemption on purchases made prior to DCIDA approval, until the application has been approved.

The DCIDA will not approve any applications unless, in the judgment of the DCIDA, the application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action. The DCIDA may find it necessary to request additional information, should additional information be required the DCIDA will not consider the application complete until all additional information is received.

The DCIDA will not give final approval to this application until the DCIDA receives a completed environmental assessment form concerning the Project.

All projects receiving a benefit greater than $100,000 are required to have a public hearing inclusive of a 10 day notice before any approval can be granted by the DCIDA.

The DCIDA has established an application fee of $1,000.00 to cover the anticipated costs of processing the application. A check or money order made payable to the Dutchess County Industrial Development DCIDA (DC IDA) must accompany each application. The Application WILL NOT be accepted by the DCIDA unless accompanied by the application fee.

When completed, return the application to the *Dutchess County IDA, 3 Neptune Road, Poughkeepsie, NY 12601.*

The applicant will be required to pay to the DCIDA the actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the DCIDA's bond issued to finance the project). The Applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the DCIDA. The costs incurred may be considered as part of the bond issue.

The DCIDA has established an administrative fee for each project it engages. Unless the DCIDA agrees in writing to the contrary, the project fee is required to be paid by the applicant at or prior to the granting of any financial assistance by the DCIDA

II. Application Components and Exhibits

The sections below are included in the Application. These make up the required information and documents that must be completed and submitted to the DCIDA in order for your Application to be considered. Failure to provide information may impact your project being considered in a timely manner.

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")

If an estimate is given as an answer to a question, put "est." after the figure or answer, which is estimated.

If more space is needed to answer any question, please attach a separate sheet.

General Information

Section 1- **Applicant Information**

Section 2 – **Project Description and Details**

Section 3 – **Project Evaluation & Assistance Framework**

Section 4 – **Retail Determination**

Section 5 – **Inter-Municipal Move Determination**

Section 6 – **Single or Multi-Tenant Determination**

Section 7 – **Representations, Certifications and Indemnification Forms**

Section 8 – **Local Workforce Certification Form**

Attachment 1 – Environmental Assessment Form (EAF)– An Environmental Assessment must be completed for every project. The Short Environmental Assessment Form is available on the DCIDA Website at https://thinkdutchess.com/ida/application/. However in some instances a Long Form EAF may need to be completed.

Attachment 2 - DCIDA Standard Fee Schedule and other Fees

Attachment 3 – Additional Community Benefit Metrics Definition

III. Insurance

Once a project is approved by the DCIDA, insurance will be required. Details of the required insurance will be provided in the DCIDA contracts, in the meantime please note that insurance is to be provided after Board approval but prior to utilization of your IDA benefits. Insurance shall be maintained during the term of any applicable Agent Agreement or Lease Agreement by and between the DCIDA and Project Applicant. Proof of Insurance will be required and requested on an annual basis.

IV. Local Workforce Policy

Construction jobs though limited in time duration, are vital to the overall employment opportunities in Dutchess County.

For projects $10,000,000 and above, the DCIDA believes that Project Applicants, as a condition to receiving a real property tax abatement also referred to as a Payment in Lieu of Taxes (PILOT) from the Agency, will be required to utilize qualified Workforce for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

The Local Area is defined as individuals residing in the following County /Cities /Towns /Villages as well as the following Counties (collectively, the "Local Area"): Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County. Companies receiving a PILOT as part of their financial assistance shall ensure that at least 80% of total work hours of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively the "Workers") working on the Project Site must reside within the Local Area. The 80% shall be measured by hours in total at the time of completion of the project. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Area to qualify under the 80% local Workforce criteria.

It is understood that at certain times, Workers residing within the Local Area may not be available with respect to a Project. Under this condition, the Company is required to contact the DCIDA to request a waiver of the Local Utilization Requirement (the "Local Workforce Utilization Waiver Request") waivers may be granted in the following situations (a) Warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers (b) Specialized construction for which qualified Local Workforce Area workers are not available (c) Significant cost differentials in bid prices whereby the use of local Workforce significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations (d) Documented lack of workers meeting the Local Workforce Area

requirement. The DCIDA shall evaluate the Local Workforce Utilization Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

V. Recapture of Financial Assistance

In order to better ensure the integrity of the projects that receive Financial Assistance from the DCIDA, has determined that is in the public interest: (a) to ensure the continuity of such project and the jobs created by such projects; (b) ensure the use of local workforce during project construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (c) to ensure that the investment amount as proposed by the Applicant and approved by the DCIDA is made (d) to ensure that the state and local taxes and use tax exemption benefits are utilized in the amount as so authorized by the DCIDA (e) to ensure the state and local sales and use tax exemptions benefits are only utilized by the company/applicant and its duly appointed agents; (f) to ensure that the state and local sales and use tax are only utilized on the specific project as described in the Application and (g) to ensure that the Company complies with the certain material terms and conditions as determined by the DCIDA. At such time as the Applicant fails to meet the terms of the Agreement including failing to retain and create jobs as represented in the Application a recapture of any or all state and local sales and use tax exemption benefits, mortgage recording tax exemption benefits and real property abatement benefits may be required to be paid by the Applicant.

Details on the DCIDA Policies can be found on the DCIDA Website (https://thinkdutchess.com/ida/dcida-public-documents-and-policies/)

- Maintaining Performance Based incentives for projects granted assistance including a PILOT
- Projects granted assistance without a PILOT.

VI. Submission and Acceptance of the Application for Financial Assistance

Please note that the DCIDA is under no obligation to act favorably on this application, and the project applicant agrees to release the DCIDA, its members, its staff, its successors and assigns from any claim against the DCIDA that may arise from the DCIDA's processing the application or by the DCIDA's either granting or denying the application.

Please note that Article 6 of the Public Officers Law declares that all records in the possession of the DCIDA (with certain limited exceptions) are open to public inspection and copying. Also, as of December 2018, the IDA will post project applications on the Agency's

website. 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 Public Officers Law.

11ld Forge Road, Wingdale, New York 12594

General Information

I. Project Identification

Company Name Harlem Valley Homestead, LLC	FEIN 47-5615696
Address 147 Old Forge Road	Name and Title of Contact Person Joshua Viertel, Co-Founder
City / County / Zip Wingdale / NY / 12594	Telephone Number (718)288-7741
website https://www.harlemvalleyhomestead.com/	email joshv@harlemvalleyhomestead.com
Full Address of the site/location of the proposed project, including County and Zip Code 147 Old Forge Road, Wingdale, NY 12594 (Town of Dove, County of Dutchess)	

II Project Request

Please check which type of assistance you are applying for (select all that apply):

Bond Issuance (Tax Exempt / Taxable)	
Straight Lease	X
Payment in Lieu of Taxes	X
Sales Tax Exemptions	X
Mortgage Tax Exemption	X

III. Authorizing Signature

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the DCIDA will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading. The Applicant confirms and acknowledges 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 exemption claimed by reason of the DCIDA's involvement in the Project.

Signature _____

Print Name Joshua Viertel

Title Co-Founder

Date _____

Section 1: Applicant Information

Applicant Background (company receiving benefit)

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

A. Company Contact (if different from individual completing application)

Name: _____
Title: _____
Address _____
Phone: _____ Fax: _____
Email: _____

B. Company Counsel:

Name of Attorney: Neil Alexander, Esq.
Firm Name: Cuddy & Feder LLP
Address 445 Hamilton Avenue, 14th Floor, White Plains, NY 10601
Phone: (914)761-1300 Fax: _____
Email: nalexander@cuddyfeder.com

C. Form of Business Organization:

___ For-profit corporation ___ Not-for-profit corporation
___ General partnership ___ Limited partnership
x Limited liability company ___ Sole proprietorship

If you are a corporation or limited liability company, please provide date and state of incorporation:

Delaware, October 19, 2017

If a foreign corporation or foreign limited liability company, please provide date authorized to do business in New York:

October 31, 2017

D. Please list Principal Owners/Officers/Directors

(Principal owners that hold more than 15% equity ownership:

O Horizon LLC

If Applicant has a significant relationship with an affiliate company(ies), please list the name and address of such affiliate(s):

Nonno's Garden, LLC and Anra's Nest LLC

E. Holding Company

Will a Real Estate Holding Company be utilized to own the Project property/facility? X Yes ___ No

What is the name of the Real Estate Holding Company: Nonno's Garden, LLC/Anra's Nest, LLC

Federal Employer ID Number:

State and Year or Incorporation/Organization: DE, 10/28/2015 - DE 01/26/2016

List of stockholders, members, or partners of Applicant: O Horizon LLC

Describe the terms and conditions of the lease between the applicant and the owner of the property:

Applicant is a wholly owned subsiary of the owners of the property

F. Applicant Business Description: Brief description of company, operations, products and services Description is critical in determining eligibility. Attach additional pages if needed:

Farming and Hospitality/conference center - see attached Exhibit A

G. Brief Description of Company History (formation, growth, transitions, location):

See attached Exhibit A

Estimated % of sales within County	100
Estimated % of sales outside County but within New York State	0
Estimated % of sales outside NYS but within U.S.	0
Estimated % of sales outside the US	0
Total Sales	100%

H. Is or was the Company assisted by DCIDA?

___ Yes X No

I. Has the company received any state or federal subsidies or program assistance in the last 10 years?

X Yes ___ No

If yes, please list subsidies, program assistance or grants

$500,000 NY ESD Grant

J. Have you contacted or been contacted by other Economic Development Agencies for this project? If yes, please identify which agencies and what other assistance or assistance sought and the dollar amount that is anticipated to receive. __ Yes x No

If yes, please list:

K. If the company is a party to any significant pending or recently concluded litigation (including bankruptcy), please describe:

no

L. Is Company in compliance with local, state and federal taxes, workers' protection, and environmental laws?

Yes

M. Please attach a copy of most recent company annual audit. See attached Exhibit B

N. Please attach sales and income projections or a project pro forma for next 3 to 5 years.

See attached Exhibit B

Section 2: Project Description & Details

A. Industry

Please check off the Project's Industry Sector:

___ Natural Resources / Mining	___ Information Technology
___ Construction	___ Financial Services
___ Utilities	___ Professional / Business Services
___ Manufacturing	___ Education or Healthcare Services
___ Wholesale / Retail	X Leisure and Hospitality
___ Transportation /Warehousing	___ Government

___ Other (Please write): _____

North American Industrial Classifications Number (NAICS) 721110

B. Project Location

Project Address 147 Old Forge Road, Wingdale, New York 12594

Section Block Lot (SBL) Number for Property which proposed Project will be located: 132600-7260-00-062777-0000

Property Tax Jurisdiction: 132600-7260-00-123597-0000
132600-7160-00-981478-0000
132600-7260-00-089448-0000
132600-7260-00-167790-0000

Municipal: Town of Dover

School District: Dover Union Free SD

Are the Real Property Taxes current? X Yes ___ No

If no, please explain _____

Utilities: Indicate which, if any, utilities are on site

X Water	X Electric
___ Gas	X Sanitary/Storm Water

Does the Applicant or any related entity hold fee title to the Project Site? X Yes ___ No

If no, Present legal owner of site: _____

Does the Applicant or related entity have an option /contract to purchase the Project site? ___ Yes X No

Describe the present use of the proposed Project Site

Current use of the Project Site is for farming

The facility consists of a building/space which will be (check as applicable)

___ Acquired X Constructed

X Renovated ___ Expanded

In the space below briefly describe the proposed project and its purpose (new build, renovations, and equipment purchases). Identify specific uses occurring with the project. Describe any and all tenants and any/all end users. (*Attach detailed information if necessary*).

See attached Exhibit A

Describe why the DCIDA's financial assistance is necessary and if the applicant is unable to obtain DCIDA financial assistance, what will be the impact on the Applicant and Dutchess County and/or municipality? Would the applicant proceed with the project without DCIDA assistance? *(Attached additional sheets if necessary).*

Given the current interest rates and inflationary costs of labor and materials, the financial assistance of the DCIDA is vital and necessary to the financial feasibility of the Project. The applicant will liekly not proceed with the Project without DCIDA assistance.

Please confirm by checking the box below if there is a likelihood that the Project would be not undertaken but for the Financial Assistance provided by the DCIDA.

X Yes ___ No

If the Project could be undertaken without Financial Assistance provided by the DCIDA, then provide a statement below indicating why the Project should be undertaken by the DCIDA.

N/A

To the extent the project serves a local market area, is there a recognized and demonstrable need for the products or services the project will provide in the project's market area?

See cost benefit analysis prepared by Camoin Associates attached hereto as Exhibit C

Is the project compatible with and will significantly assist and enhance all development plans for its area established formally or informally by local, county, state and federal authorities?

Yes

Will the project be incorporating new energy efficiency factors in the design and operation of project? If yes, please elaborate. If no, please explain why it will not.

Yes, it is the intention of the Applicant to use any and all avaiable green technologies in the development of the project

Is the project of a speculative nature?

No, approvals are granted and in place by the Town of Dover

Is this part of a Multi-Phase Project? ___ Yes X No

Will the Project include leasing any equipment? ___ Yes X No

C. Zoning of Project Site:

Current: RU (Rurual) and RC (Resource Conservation

Proposed: N/A

Are any variances needed? If so, please list:

All approvals granted

If a change in zoning/land use is required, please provide the details/status of any request for change in zoning/land use requirements.

N/A

The approximate acreage of the land to be purchased or leased:

250+/-

The approximate square footage of the existing building to be purchased or space to be expanded/renovated is:

14,600+/-

The approximate square footage of the planned *new* construction is:

71,400 +/-

Please note that the DCIDA cannot provide any financial assistance until the environmental review required under the State Environmental Quality Review Act ("SEQRA") has been completed. Please complete the annexed Short Form Environmental Assessment Form. Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead DCIDA," and any action by the DCIDA must await completion of the SEQRA review by the other DCIDA. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

Any known environmental contamination or remediation issues? __ Yes X No

If yes, please list: _____

Has another entity been designated lead agent under the State Environmental Quality Review Act? X Yes __ No

If yes, please explain See attached SEQR determination attached as Exhibit D

The DCIDA will not provide any financial assistance to the Project until the environmental findings required under SEQR have been made.

D. Investment (Uses and Sources)

Uses (Facility Costs) Please give an accurate estimate of the costs of all of the following items.
Applicants are encouraged to discuss the project with DCIDA in order to estimate costs.

1. **Real Estate**
(Acquisition cost of land and /or existing structures) $ _____

2. **New Construction** $ 30,000,000

3. **Reconstruction/Renovation/Expansion** $18,575,000

4. **Infrastructure Work** $ _____

5. **Fixed Equipment (Taxable)** (Spending that will be subject to sales tax – i.e. machinery and equipment) $ _____

6. **Other Tax Exempt**
(non-construction spending that will not be subject to sales tax) $

7. **Professional Services** (Architect, Legal Fees[1], Engineering fees) $475,000

8. **Other Taxable** (please specify) $ _____

9. **Other** (please specify) $ _____

Estimated Total Project Cost $ 49,050,000

Uses (Financing, Legal, Miscellaneous)

	Estimated Fees
IDA Administrative Fees (See page 1)	$ _____
IDA Counsel	$ _____
Applicant Counsel	$
Transaction Counsel	$ _____
Bond Counsel	$ _____
Underwriter Counsel	$ _____
Trustee Counsel	$ _____
Other Costs of Bond Issue (i.e. printing)	$ _____
If this is a bond transaction, will you be refunding bonds? And if so state amount here	$ _____

DCIDA costs such as public hearings and legal notice fees are the responsibility of the Applicant from the time an application is submitted.

E. SOURCES

Amount of equity	$ 18,550,000
Amount of other conventional financing	$ 30,000,000
Amount financed by bond issue	$
Public Sources (Include sum total of all state and federal grants and tax credits)*	$
Total Sources of Funds for Project Cost	$

*Identify each state and federal grant/credit

ESD Grant	$ 500,000
	$
	$

F. Project Construction Schedule

What is the proposed date for commencement of acquisition or construction of the Project?
Construction to commence in Fall of 2024

Please indicate the actual or expected dates of :

Construction completion: 24 months +/-

Occupancy: 24 months +/-

Will the company be occupying 100% of the completed facility? X Yes ___ No
If no, will there be tenants in the remaining space? ___ Yes ___ No

- *Detailed questions will be asked in Section 5* – Single or Multi-Tenant Determination

Describe any contracts or agreements (options to purchase, purchase contracts, construction contracts, and equipment orders) which have been entered into with respect to the facility. Please note that the DCIDA may not provide benefits to any purchases made prior to the execution of a Letter of Authorization for Sales Tax Exemption.

TBD

Section 3: Project Evaluation and Assistance Framework

All projects must meet the Baseline Requirements to be considered for DC IDA benefits

A. Baseline Requirements (Must Achieve All)

X Complete Application

X Meets NYS/DCIDA Requirements

X SEQRA / Planning Approval
Approval Date: _____

X Meets Project Use Definition

X "But For" Requirement

X Will Directly Retain or Create Jobs

B. Additional Community Benefits

Projects that meet the baseline eligibility requirements and achieves a threshold of at least six (6) community benefit metrics may be considered for a deviation or an enhanced Payment in Lieu of Taxes (PILOT) formula. Detailed definitions of the Community Benefit are included in Attachment 3. Proof of providing additional community benefits may require third party verification. Any projects pledging additional Community Benefits and receiving an enhanced PILOT that fail to meet the requirements may be subject to assistance termination, modification or recapture.

Revitalization

Target Geography

X Distressed Census Tract/Area
___ High Vacancy Census Tract
___ Transit Oriented Development
___ BID
___ Neighborhood Plan

Identified Priority

___ Tax Exempt
___ Vacant
X Adaptive Re-use
___ Community Catalyst

Identified Growth Area

___ Manufacturing / Distribution
___ Technology
___ Existing Cluster

Investment

Financial Commitment

___ 3 – 10 million
___ 10.1 – 17.5 million
___ 17.6 – 25 million
X >25 million

Community Commitment

X MWBE/DBE Participation
___ Veteran Participation
___ Workforce /Affordable Housing
X Local Workforce
___ Apprenticeship Program
___ Public Infrastructure

Environmental Factors

X Resource Conservation
X Energy Efficiency
X Green Technology
___ Alternative / Renewable Energy

Employment

Permanent Jobs

___ 3-40
X 21-80
___ 81-120
___ 121-180
___ > 180

Retained Jobs

X 3-40
___ 21-80
___ 81-120
___ 121-180
___ > 180

Construction Jobs

X 6-80
___ 81-160
___ 161-240
___ >240

C. Project Benefits

Financial Assistance Provided

1. Estimated Sales Tax Exemption^

$ 29,000,000.00	X	.08125	=	$ 2,340,000.00
Amount of Project Cost Subject to Tax		Sales Tax Rate		Total

2. Estimated Mortgage Recording Tax Exemption

$ 30,000,000.00	X	.0075	=	$ 225,000.00
Projected Amount of Mortgage		Mortgage Recording Tax		Total

**As of September 2016, DC IDA cannot exempt the MTA portion of the mortgage recording tax*

3. Estimated Property Tax Abatement

Project Property Value: See attached Exhibit E

Current Assessed Value: _____
Current Property Taxes _____
Estimated Property Value after project completion _____

Will the Project utilize the DCIDA's Uniform Tax Exemption Formula? X Yes ___ No

If no, please describe the real property tax exemption formula and a justification (attach additional sheets if necessary)

Estimated tax abatement resulting from this project $ _____
(Consult with DCIDA for assistance with this calculation)

^Note that the DCIDA may utilize the estimate above as well as the proposed total Project Cost as contained within this application to determine the Financial Assistance that will be offered.

D. Employment

A. Benefits = Economic Development Impacts (For Project Location Only)

By statute, the DCIDA must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. The DCIDA will use job projections upon the two (2) year time period following Project completion.

a. Employment should be quantified by "FTE", which shall mean: (a) a full-time, permanent, private-sector employee on the project's payroll, who has worked (or is projected to work) at the project facility for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties;

b. or (b) two part-time, permanent, private-sector employees on the Applicant's payroll, who have worked (or are projected to work) at the project facility for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties

Employment by category at Project Location only

Job Category	Current Number of FTE's	Number of FTE's Retained	Average Salary or Range of Salary	Number of FTE's to be created upon 2 years	Average Salary or Range of Salary
Owner/Executive	2	2	$65,375		
Professional					
Management	6	6	$65,375	10	$62,000
Administrative					
Production					
Other				61	$30,868
Total*	8	8	$65,375	71	$35,254

Are employees currently covered by a collective bargaining agreement?
If yes, Name and Local?
No

Are employees provided retirement benefits? X Yes __ No

Are employees provided health benefits? X Yes __ No

Estimate the projected monthly timeframe for the creation of new permanent jobs at project location

Year 1	1	2	3	4	5	6	7	8	9	10	11	12
	5	6	6	6	6	6	6	6	6	6	6	6
Year 2	1	2	3	4	5	6	7	8	9	10	11	12

Use of Local Workforce

The Dutchess County IDA supports the use of local workforce for projects receiving benefits from the DCIDA. Answers to the following questions will assist the DCIDA in evaluating the application.

The Local Workforce Area for **permanent jobs** includes residents in the County/Cities/Towns/Villages as well as the following Counties:, Dutchess County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

If a "local workforce plan" has been developed please include that plan as an addendum to this application.

Estimate the number of residents of the labor workforce area in which the Project is located that will fill the projected new jobs to be created.

50 +/-

How will the project developer seek out and use the local workforce.

All contractors to be required to source local labor pool to the extent available.

Projects $10,000,000 and above, which are receiving a real property tax abatement, are subject to DCIDA's Local Workforce Policy during the period of construction

The *Labor Workforce Area* for **construction jobs** under the Local Workforce Policy includes residents in the County/Cities/Towns/Villages as well as the following Counties: Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

How many construction jobs are anticipated to be created? 75+/-

Section 4: Retail Determination

DCIDA assistance to retail projects (including hotels and restaurants) is subject to certain statutory restrictions.

To ensure compliance with Section 862 of the New York General Municipal Law, the DCIDA requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

1. Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below please complete this section.

Retail Sales [ ] Yes [X] No * Services [Xx] Yes [ ] No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sales of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law or (ii) sales of a service to customers who personally visit the Project.

2. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in makes sales of good or services to customers who personally visit the project site?

[X] Yes [ ] No If yes, please continue. If no, proceed to the next section

3. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? 100 % If the answer is less than 33% than proceed to the next section.

If the answer to question 2 is Yes and the answer to question 3 is greater than 33% indicate which of the following questions following apply to the project:

Is the project location or facility likely to attract a significant number of visitors from outside Dutchess County?

[X] Yes [ ] No

If yes, please provide a third party market analysis or other documentation supporting your response.

See attached Exhibit C

*Please not that while the primary uses will be farming and hospitality that the applicant does intend to have retail sales akin to a gift shop.

Is the predominant purpose of the project to make available goods and services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

[X] Yes [ ] No

If yes, please provide a third party market analysis or other documentation supporting your response. See attached Exhibit C

Will the project preserve permanent, private sector jobs or increase the overall number of permanent private sector jobs in New York State?

[X] Yes [ ] No If yes, please explain See attached Exhibit C

Is the project located in a Highly Distressed Area? *

[X] Yes [ ] No

*Please note that it is the understanding of the Applicant that this area of Dover, New York is classified as "moderately distressed".

Section 5 – Inter-Municipal Move Determination

Will the project result in the removal of a plant or facility of the Applicant from one area of the State of New York to another area of the State of New York:

___ Yes x No

Will the project result in the removal of a plant or facility of *another proposed occupant* of the Project from one area of the State of New York to another area of the State of New York?

___ Yes x No

Will the Project result in the abandonment of one or more plants or facilities located in the State of New York?

___ Yes x No

If the answer to either of the foregoing questions in this subpart is positive, please explain in detail, on as many separate sheets as necessary, the reasons for the relocation, abandonment or closure, including, without limitation, (i) any considerations regarding the applicant's (or other occupant's) ability to remain competitive in its industry, and (ii) any consideration which has been given to relocating to any location outside the State of New York.

N/A

Please note that the DCIDA may ask you to provide additional information regarding the foregoing, including documentary support

Section 6 – Single or Multi-Tenant Determination

Permissible projects are defined in the NYS General Municipal Law and the IDA may not be able to grant financial assistance to all tenants of a multi-tenant project. To assist in that determination please complete the following section.

Please note if the tenant qualifies as a permissible project, the Project Applicant will be responsible for collecting the required reporting information from the tenant(s).

Please explain what market conditions support the construction of this multi-tenant facility:

_____

_____

Have any tenant leases been entered into for this project?

___ Yes ___ No

If yes, please list below and provide square footage to be leased to tenant and NAICS code for tenant and nature of business. (Attach additional sheets if necessary)

Tenant Name	Current Location (city, state, zip)	# of sq.ft leased	% of total to be occupied at project location	NAICS and business description (type of business, products, etc)

New York State
Applicant Requirements
For Industrial Development Agencies

The Applicant has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the DCIDA and as follows:

1. Absence of Conflicts of Interest

The Applicant has received from the DCIDA a list of the members, officers and employees of the DCIDA. No member, officers or employees of the DCIDA has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

N/A

2. Job Listing

In accordance with Section 858-b(2) of the New York General Municipal Law, Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed within the New York State Department of Labor, Division of Employment and Workforce Solutions (the DOL) and with the American Job Center of the service delivery area created by the federal Workforce Innovation and Opportunity Act (WIOA) in which the Project is located.

3. 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 DCIDA, except as otherwise provided by collective bargaining agreements, where applicable, the Applicant will first consider persons eligible to participate in WIOA programs who shall be referred by the American Job Center for new employment opportunities created as a result of the Project.

4. Annual Employment Reports

The Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, the Applicant agrees to file, or cause to be filed, with the DCIDA, on an annual basis, reports regarding the number of people employed at the project site, salary levels and such other information as part of the DCIDA's Employment Report.

5. Fees

This obligation includes an obligation to submit DCIDA Fee Payment to the DCIDA in accordance with the DCIDA Fee policy effective as of the date of this Application.

6. Freedom of Information Law (FOIL)

The Applicant acknowledges that the DCIDA is subject to New York State's Freedom of Information Law (FOIL). Applicants understand that all project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.

7. Recapture Policy

The applicant acknowledges that is has been provided with a copy of the DCIDA's *Policy on Maintaining Performance Based Incentives*. The Applicant agrees that it fully understands the Policy on Maintaining Performance Based Incentives is applicable to the Project that is the subject of this application and the DCIDA may implement the Policy if and when it is required to do so.

Financial Reporting Requirements
Chapter 692 of the Laws of 1989 requires additional financial reporting requirements from all IDA's in New York State.

8. Sales Tax

Section 874(8) of the New York general Municipal Law requires all entities appointed as agents of the DCIDA for sales tax purposes to file an annual form, as prescribed by the New York State Department of Taxation, describing the value of sales tax exemptions claimed by the Applicant and all its subagents, consultants, or subcontractors. Copies of all filings shall be provided to the DCIDA.

The Applicant hereby agrees to complete "ST-60, IDA Appointment of Project Operator or Agent for Sales Tax Purposes" for itself and each agent, subagent, contractor, subcontractor, contractors or subcontractors of such agents and subagents and to such other parties as the Applicant chooses who provide materials, equipment, supplies or services and deliver said form to the DCIDA within fifteen (15) days of appointment such that the DCIDA can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

9. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

   §862 Restrictions on funds of the DCIDA. (1) No funds of the DCIDA shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the DCIDA shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

10. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations

11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18A of the New York General Municipal Law, including, but not limited to, the provisions of Section 859a and Section 862(1) of the New York General Municipal Law.

12. **Bonds**

    a. **All bonds issued, outstanding or retired during the year must indicate the following:**

       Month and year issued; Interest rate at year end; outstanding beginning of year; issued during year; principal payments during year; outstanding at end of year; and final maturity date. This information will be requested from you in January of each year.

    b. **All new bonds issued need the following supplemental information:**

       Name of the project; tax exemptions separated by State and local sales tax, County and school taxes; Mortgages recording; Payments in lieu of taxes; New tax revenue if no exemption is granted; number of jobs created and other economic benefits. This information is required each year and will be requested from you in September of each year.

Signature _____

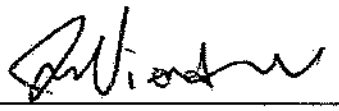
Print Name _____

Title _____

Date _____

HOLD HARMLESS AGREEMENT

Applicant hereby releases the Dutchess County Industrial Development DCIDA and its members, officers, servants, agents and employees thereof (the "DCIDA") from, agrees that the DCIDA shall not be liable for and agrees to indemnify, defend and hold the DCIDA harmless from and against any and all liability arising from or expense incurred by (A) the DCIDA's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the DCIDA, (B) the DCIDA's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the DCIDA with respect to the Project; including and 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 DCIDA or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the DCIDA, its agents or assigns, all costs incurred by the DCIDA in the processing of the Application, including attorneys' fees, if any. The DCIDA reserves the right at any time, as a condition to further consideration of this application, to require reimbursement of any such costs incurred, or to require a deposit against such costs and to apply such deposit to the DCIDA's costs as incurred.

Signature 

Print Name Joshua Viertel

Title CEO

Date Sept 16 2024

2) Bond Information

1. State Bond Issuance Fees: N.Y. Public Authorities Law §2976(2) levies upon the DCIDA the following (which amount must be paid to the DCIDA by the applicant):

Principal Amount of Bonds	Percentage Fees
$1,000,000 or less	.168
$1.000.000 to $ 5.000.000	.336
$5.000.001 to $ 10.000.000	.504
$10.000.001 to 20.000000	.672
More than $20,000,000	.084

2. Total Funds Required _____ Estimated Term _____

3. Indicate the date by which the proceeds of the DCIDA's bonds, if issued will be needed

Date Required _____

3) Certification

To Be Completed for Bond Financing only

_____ deposes and says that he/she is
(Name of Officer of Company submitting application)

the _____ of _____
(Title) (Company Name)

The corporation named in the attached application; that he/she has read the forgoing application and knows the contents thereof; that the same is true to his/her knowledge.

Deponent further says that the reason this verification is being made by the deponent and not by

_____ is because the said Company is a Corporation.
(Company Name)

The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her 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/her duties as an officer of and from the books and papers of said corporation.

As an officer of said corporation (hereinafter referred to as the "applicant"), deponent acknowledges and agrees that applicant shall be and is responsible for all costs incurred by the Dutchess County Industrial Development DCIDA (hereinafter referred to as the "DCIDA") acting on behalf of the applicant during the attendant negotiations and leading to the issue of bonds. If, for any reason whatsoever, the applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified time to take reasonable, proper, or request action, or withdraws, abandons, cancels, or neglects the application, or if the DCIDA or applicant are unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, applicant shall pay to the DCIDA, its' agents, or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees of bond counsel for the DCIDA and fees of general counsel for the DCIDA.* Upon successful conclusion and sale of the required bond issue, the applicant shall pay to the DCIDA an administrative fee set by the DCIDA.

_____
(Chief Officer of Company submitting)

_____ _____
Print Name Title

_____
Date

NOTARY: Sworn to me before this _____ day of _____ , 20 _____

*Applicant is responsible for payment of any State Bond Issuance Fees.

_____
Notary Public (Please Affix Stamp)

Section 8 - Local Workforce Utilization Policy and Certification

Construction jobs, though limited in time duration, are vital to the overall employment opportunities in Dutchess County. The Dutchess County Industrial Development Agency (the "Agency") has determined that Project Applicants (the "Company"), as a condition to receiving a real property tax abatement also referred to a Payment in Lieu of Taxes (PILOT) from the Agency, will be required to utilize qualified Workforce, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

For Projects $10,000,000 and Above Receiving a Real Property Tax Abatement

Local Area Defined

For projects equal to or greater than $10,000,000 the Local Area is defined as individuals residing in the following Counties (collectively, the "Local Area"): Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

Local Workforce Requirement

Companies receiving a PILOT as part of their financial assistance shall ensure that at least 80% of total work hours of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively the "Workers") working on the Project Site must reside within the Local Area. The 80% shall be measured by hours in total at the time of completion of the project. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Area to qualify under the 80% local Workforce criteria.

Local Workforce Reporting Requirement

The Local Workforce criteria will be verified based on employment, payroll and related records.

In addition, the Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy records of the Company and to perform spot checks of all Workers at the Project Site to verify compliance with the Local Workforce requirement throughout the construction period.

Enforcement

If Agency staff determines that: (1) The Local Workforce Requirement is not being met; or (2) Agency Staff, upon use if its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Workforce Requirement, then a written warning delivered by Certified Mail of said Local Workforce Requirement violation (the "Warning of Violation") shall be provided to the Company.

In the event a subsequent violation of the policy has occurred, then written notice delivered by Certified Mail of said Local Workforce Requirement violation (the "Notice of Violation") shall be provided to the Company and the Executive Director shall bring the information to the Board of Directors which may, in its discretion, take action to revoke IDA benefits.

The Company has the primary obligation for the adherence to all the conditions of this policy. This obligation cannot be relieved, evaded or diminished by assigning a Contractor or through subcontracting. Should the project applicant assign a Contractor, the Company shall continue to have primary obligation.

Projects with multiple phases or projects with multiple owner entities will be considered in whole during the enforcement period.

Waiver Request

It is understood that at certain times, Workers residing within the Local Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Utilization Requirement (the "Local Workforce Utilization Waiver Request") based on the following circumstances:

- Warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers
- Specialized construction for which qualified Local Workforce Area workers are not available;
- Significant cost differentials in bid prices whereby the use of local Workforce significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations
- Documented lack of workers meeting the Local Workforce Area requirement

The Agency shall evaluate the Local Workforce Utilization Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realizes and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

Harlem Valley Homestead
Name of Company

Name: Josh Viertel

CEO
Title

Attachment 1 - Short Environmental Assessment Form

Please complete a Short Form Environmental Assessment Form (https://www.dec.ny.gov/permits/6191.html) . Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead DCIDA," and any action by the DCIDA must await completion of the SEQRA review by the other DCIDA. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

Attachment 2 – Agency Standard Fee Schedule and other fees

DCIDA Standard Fees

APPLICATION FEE: $1,000.00

SPECIAL MEETING FEE: $500.00 per meeting

ADMINISTRATIVE FEE FOR PROJECTS INVOLVING A PILOT:

A. *For Industrial Projects (defined as Manufacturing, Distribution, Tech including software and research and development projects)*

One percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million with a minimum administrative fee of $25,000.

B. *For All other projects including Commercial Projects (defined as Mixed Use, Commercial Housing, Tourism and Retail if permitted)*

One percent (1%) of the first $25 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $25 million with a minimum administrative fee of $25,000.

ADMINISTRATIVE FEE FOR PROJECTS INVOLVING SALES TAX AND/OR MORTGAGE RECORDING TAX EXEMPTIONS ONLY, including requests for additional sales tax and mortgage tax benefits:

$5,000 plus 1% of the benefit amount.

- For active IDA projects that include a PILOT requests for additional sales and mortgage tax benefits whereas the total project cost will increase by $10,000,000 or more will be subject to the administrative fee with a PILOT schedule.

BOND ISSUANCE FEE: One percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million with a minimum of $25,000.

ANNUAL COMPLIANCE FEE: $1,000.00 to be billed annually

The fee schedule outlined in this schedule does not include fees and costs related to our counsels' work with respect to your project including the public hearing fees. Applicants are also required to pay for additional fees and costs related to Local Workforce monitoring and special reports/analyses that Board may request related to the project.

All projects are reviewed for its complexity and the Executive Director has the authority to negotiate additional fees to clients for costs associated with unusual situations or extraordinary needs related to the project, including additional costs incurred as result of holding special meetings of the IDA Board. The CEO will present any modifications or additional fees from the fee schedule outlined above to the DCIDA Board for approval.

Adopted May 12, 2021
Amended January 12, 2022

Attachment 3 – Additional Community Benefit Definitions

Target Geography

Distressed Census Tract/ Area
Proposed project is located in a distressed census tract or area as defined by New York State. Project owner/applicant will be responsible for showing verification.

High Vacancy Census Tract
Proposed Project is located in a census tract with a vacancy rate of at least fifteen percent (15%), rounded to the nearest percentage point, according to the most recent census data. Project owner/applicant will be responsible for showing verification.

Transit Oriented Development
Proposed Project is located in the municipality's Transit Oriented Development Zone and is consistent with the municipality's development strategy. Project owner/applicant will be responsible for showing verification.

BID
Proposed project is located within the boundaries of the municipality's Business Improvement District. Project owner/applicant will be responsible for showing verification.

Neighborhood Plan
Proposed Project is in response to a municipal's RFP/RFI for a Neighborhood / Community Development Plan. Project owner/applicant will be responsible for showing verification.

Identified Priority

Tax Exempt / Vacant
Proposed project is located on a parcel designated tax exempt prior to the time of purchase by the project owner/ applicant/ and/or an unoccupied parcel(s) of land or building that is at least ninety (90%) vacant. Cases in which a property is vacated for the purpose of pursuing the proposed project may not be considered vacant.

Adaptive Re-use
Project that result in the rehabilitation/renovation of a distressed building or parcel

Community Catalyst
Proposed project contributes to an existing policy or initiative for improving conditions and catalyzing change in the community.

Identified Growth Area

Manufacturing / Distribution
Proposed project must result in the creation, retention or expansion of manufacturing or distribution facilities as well as the creation and/or retention of permanent jobs

Technology
Proposed project must result in the creation, retention or expansion of tech sector facilities as well as the creation and/or retention of permanent jobs

Existing Cluster
Proposed project must result in the creation, retention or expansion of facilities as well as the creation and/or retention of permanent jobs in an existing County cluster, including technology, healthcare, education and hospitality.

Investment

Proposed project invest is the amount in dollars ($) that will be spent in order to complete the project and includes but is not limited to: acquisition costs, construction hard costs, soft costs, and contingency costs required to complete the project.

Community Commitment

Minority and Woman-Owned Business Enterprise/Disadvantaged Business Enterprise Participation
Proposed project commits that at least twenty percent (20%) of the value of awarded construction of the proposed project is performed by minority or woman – owned operators. Project owner/applicant will be responsible for providing independent third-party verification upon project completion. MWBE/DBE participation goals indicate the percentage (in dollars) of a contract that must be performed by a NYS-certified woman– or minority-owned business enterprise or Federally-certified disadvantaged business enterprise. The goals may be met through an MWBE/DBE prime contractor's self-performance, a joint venture between an MWBE/DBE and non-MWBE/DBE firm, or through the use of MWBE/DBE subcontractors.

Veteran Utilization
Proposed project commits that at least ten percent (10%) of the workforce employed during construction of the proposed project are veterans. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Workforce / Affordable Housing
Proposed project commits to at least ten percent (10%) of total residential rental units are to be reserved for and/or rented to low-income households as defined by the most recently available U.S. Housing and Urban Development State Income Limits for the term of the Agency financial assistance. Project owner/applicant will be responsible for providing independent third party verification on an annual basis.

Local Workforce
Proposed project commits to at least eighty percent (80%) of construction jobs will be filled by local residents as defined in by the DCIDA Local Workforce Policy. Project owner/applicant will be responsible for providing verification until project construction completion.

Licensed Apprenticeship Program
Proposed project commits to at least fifty percent (50%) of the contractors or subcontractors maintain a New York State certified apprenticeship program. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Public Infrastructure
Proposed project will entail the private construction and installation of infrastructure for public benefit. Project owner/applicant will be responsible for providing independent third party verification upon project completion.

Employment

Permanent Created (New) Job
A created (new) permanent job is a new a position created over and above the business' current baseline. Construction jobs are not considered to be permanent new jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Permanent Retained Job
A permanent retained job is a position that, but for the project investment, would be removed, relocated, or eliminated. Construction jobs are not considered to be permanent retained jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Construction Jobs
A construction job is a position created during the construction phase and for the purpose of completing the project. Project owner/applicant will be responsible for reporting on an annual basis until construction project completion.

EXHIBIT A

Harlem Valley Homestead ("HVH") is a diversified working farm in Wingdale, NY. We raise pastured laying hens, woodlot pigs, 100% grass fed beef cattle, vegetables, honeybees and cut flowers on 250 acres of gardens, pastures and woods. We sell produce, flowers, meat, eggs and jam and honey through our farmstand, to local wholesale partners and year-round at a local farmers market.

Beyond just farming, we seek to deepen our connections to place, to each other, and to ourselves by bringing people together on this beautiful working farm to share work, food, and learning. To support this vision we are in the process of creating sustainable facilities, including overnight accommodations, so that more people can come and experience this place more fully. Guests will stay for multi-day workshops, participate in the work of the farm, share meals with ingredients grown here, and enjoy the spectacular beauty of the Harlem Valley.

HVH will use materials and resources generated onsite whenever feasible. Guest activities and entertainment will feature the land, the farm, and food production. Guests will be invited to join in farm chores, learn sports such as fly fishing, participate in food preparation, go foraging, hike, and relax. HVH will provide shuttle services for guests from the Harlem Valley-Wingdale station on Metro-North Railroad's Harlem Line, a 7-minute drive away. There will be 48 rooms available on-site in the form of sustainably designed cabins. The property will also restore its timber-framed barns to host group events, public programs, retreats, and meetings.

This project advances strategic community investment. The Town of Dover comprehensive plan and draft revision identifies agritourism, farm stays, and farm scape as a pathway to economic development. HVH aligns with that priority by developing economic activity through conserving beautiful farmland. It advances MHREDC's 2019 goal, "Play," which seeks to strengthen the region's identity as a premier tourist destination, featuring agritourism, scenic and historic beauty, craft food and beverages, arts and culture, and proximity to New York City. It also supports MHREDC's 2011 Strategic Plan Goal 3: "leverage outstanding natural resources, tourism, and agriculture to protect farms and the environment" to support job recruitment and retention.

New York's beautiful and idyllic Harlem Valley is located less than 75 miles from Manhattan, yet it has not received significant resources to realize its potential as a scenic and agri-tourism destination. The HVH project will help to achieve this aim while also creating jobs, protecting farmland and open space, and improving the quality of life for Mid-Hudson residents, all stated MHREDC priorities. Once operational, HVH will support 71 new jobs and bring in over $3.2 million in earnings, $9.5 million in sales, and over $100,000 in new property tax revenue for the Town of Dover. The HVH hospitality expansion will make significant contributions to the Mid-Hudson economy through greater visitation, large-scale capital spending on regional labor and resources, and increased staff. 30,240 annual visitors per year are estimated after full buildout. 90% of hotel visitors will come from outside of the Town of Dover, 70% outside Dutchess County, and 50% outside of the Mid-Hudson. The $24.5 million project cost represents private investment in labor and locally sourced materials. The project will help HVH to create 71 new jobs, expanding the current operations and staff from

8 farm-related staff to 79 (64 on-site hospitality jobs and 15 farm-related jobs) to support the increased visitation. The project will also be associated with $16.5 million in sales and $423,000 in new property tax revenue in the Mid-Hudson Valley.

EXHIBIT B

The attached pro forma is the expected financial reporting of the new facility

LUCKYFIND hospitality

Harlem Valley Homestead

	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034
Days in Year	*365*	*365*	*365*	*366*	*365*	*365*	*365*	*366*	*365*	*365*
Keys	*42*	*42*	*42*	*42*	*42*	*42*	*42*	*42*	*42*	*42*
Rooms Stats										
Available Rooms	15,330	15,330	15,330	15,372	15,330	15,330	15,330	15,372	15,330	15,330
Leisure Room Nights	*5,859*	*6,975*	*7,756*	*7,778*	*7,756*	*7,756*	*7,756*	*7,778*	*7,756*	*7,756*
Group Room Nights	*1,953*	*2,989*	*3,324*	*3,333*	*3,324*	*3,324*	*3,324*	*3,333*	*3,324*	*3,324*
Total Paid Room Nights	7,812	9,965	11,081	11,111	11,081	11,081	11,081	11,111	11,081	11,081
Comp Room Nights	*156*	*199*	*222*	*222*	*222*	*222*	*222*	*222*	*222*	*222*
Total Occupied Room Nights	7,968	10,164	11,302	11,333	11,302	11,302	11,302	11,333	11,302	11,302
Paid Occupancy	51.0%	65.0%	72.3%	72.3%	72.3%	72.3%	72.3%	72.3%	72.3%	72.3%
Paid ADR	409.07	468.16	506.32	521.50	537.15	553.26	569.86	586.96	604.57	622.70
RevPAR	208.46	304.30	365.96	376.94	388.25	399.90	411.90	424.25	436.98	450.09
Revenue										
Rooms	3,195,739	4,664,982	5,610,238	5,794,377	5,951,901	6,130,458	6,314,372	6,521,622	6,698,917	6,899,885
Food & Beverage	2,836,876	3,756,371	4,302,397	4,443,610	4,564,413	4,701,346	4,842,386	5,001,322	5,137,287	5,291,406
Farm	614,718	633,160	652,154	671,719	691,871	712,627	734,005	756,026	778,706	802,068
Programming	510,991	640,669	737,435	759,169	777,987	798,993	822,591	848,648	871,648	897,117
Retail	199,210	279,504	326,349	337,061	346,224	356,611	367,309	379,365	389,678	401,368
Spa	159,368	209,374	239,809	247,680	254,413	262,045	269,907	278,766	286,344	294,934
Total Revenue	**7,516,902**	**10,184,060**	**11,868,383**	**12,253,615**	**12,586,809**	**12,962,079**	**13,350,571**	**13,785,748**	**14,162,581**	**14,586,778**
Growth %		*35.5%*	*16.5%*	*3.2%*	*2.7%*	*3.0%*	*3.0%*	*3.3%*	*2.7%*	*3.0%*
Departmental Expense										
Rooms	(1,221,950)	(1,453,442)	(1,614,974)	(1,665,881)	(1,713,893)	(1,765,589)	(1,818,836)	(1,876,135)	(1,930,170)	(1,988,354)
Food & Beverage	(2,851,550)	(3,455,742)	(3,841,162)	(3,978,656)	(4,106,398)	(4,246,185)	(4,390,995)	(4,549,133)	(4,696,463)	(4,857,529)
Farm	(794,799)	(829,621)	(866,037)	(904,122)	(943,954)	(985,617)	(1,029,197)	(1,074,785)	(1,122,476)	(1,172,370)
Programming	(380,832)	(420,699)	(454,680)	(474,387)	(494,278)	(515,413)	(537,914)	(561,795)	(585,998)	(611,675)
Retail	(202,289)	(235,235)	(256,663)	(265,641)	(274,282)	(283,564)	(293,177)	(303,496)	(313,447)	(324,131)

Spa	(172,407)	(189,752)	(202,393)	(209,590)	(216,707)	(224,261)	(232,095)	(240,410)	(248,646)	(257,385)
Total Departmental Expense	**(5,623,828)**	**(6,584,493)**	**(7,235,911)**	**(7,498,277)**	**(7,749,511)**	**(8,020,629)**	**(8,302,214)**	**(8,605,753)**	**(8,897,199)**	**(9,211,444)**
Growth %	*0.0%*	*17.1%*	*9.9%*	*3.6%*	*3.4%*	*3.5%*	*3.5%*	*3.7%*	*3.4%*	*3.5%*
Departmental Profit										
Rooms	1,973,789	3,211,540	3,995,264	4,128,496	4,238,008	4,364,869	4,495,536	4,645,487	4,768,747	4,911,531
Food & Beverage	(14,675)	300,629	461,235	464,954	458,016	455,161	451,390	452,189	440,824	433,877
Farm	(180,081)	(196,462)	(213,883)	(232,403)	(252,084)	(272,990)	(295,191)	(318,759)	(343,769)	(370,302)
Programming	130,159	219,970	282,755	284,782	283,709	283,580	284,678	286,853	285,650	285,442
Retail	(3,079)	44,269	69,686	71,419	71,942	73,047	74,132	75,869	76,231	77,238
Spa	(13,039)	19,622	37,415	38,090	37,706	37,784	37,812	38,356	37,699	37,549
Total Departmental Profit	**1,893,074**	**3,599,567**	**4,632,472**	**4,755,338**	**4,837,298**	**4,941,450**	**5,048,357**	**5,179,994**	**5,265,382**	**5,375,334**
% of Revenue	*25.2%*	*35.3%*	*39.0%*	*38.8%*	*38.4%*	*38.1%*	*37.8%*	*37.6%*	*37.2%*	*36.9%*
Flow-through %	*25.2%*	*64.0%*	*61.3%*	*31.9%*	*24.6%*	*27.8%*	*27.5%*	*30.2%*	*22.7%*	*25.9%*
Undistributed Expense										
General & Administrative	(792,363)	(876,835)	(937,263)	(965,757)	(993,508)	(1,022,887)	(1,053,189)	(1,085,268)	(1,116,517)	(1,149,597)
Information Technology	(37,000)	(37,740)	(38,495)	(39,265)	(40,050)	(40,851)	(41,668)	(42,501)	(43,351)	(44,218)
Sales & Marketing	(563,059)	(649,680)	(706,600)	(728,340)	(752,319)	(770,871)	(793,638)	(821,634)	(841,218)	(866,071)
Repairs & Maintenance	(244,114)	(259,575)	(271,175)	(278,452)	(285,659)	(293,199)	(300,943)	(309,042)	(317,073)	(325,469)
Utilities	(90,270)	(115,476)	(130,162)	(133,108)	(135,420)	(138,129)	(140,891)	(144,081)	(146,583)	(149,515)
Total Undistributed Expense	**(1,726,805)**	**(1,939,306)**	**(2,083,695)**	**(2,144,921)**	**(2,206,957)**	**(2,265,936)**	**(2,330,329)**	**(2,402,526)**	**(2,464,743)**	**(2,534,871)**
Growth %	*0.0%*	*12.3%*	*7.4%*	*2.9%*	*2.9%*	*2.7%*	*2.8%*	*3.1%*	*2.6%*	*2.8%*
% of Revenue	*(23.0%)*	*(19.0%)*	*(17.6%)*	*(17.5%)*	*(17.5%)*	*(17.5%)*	*(17.5%)*	*(17.4%)*	*(17.4%)*	*(17.4%)*
Gross Operating Profit	**166,269**	**1,660,261**	**2,548,777**	**2,610,417**	**2,630,341**	**2,675,515**	**2,718,028**	**2,777,469**	**2,800,639**	**2,840,462**
% of Revenue	*2.2%*	*16.3%*	*21.5%*	*21.3%*	*20.9%*	*20.6%*	*20.4%*	*20.1%*	*19.8%*	*19.5%*
Fixed Expenses										
Property Tax	(211,916)	(216,154)	(220,477)	(224,887)	(229,385)	(233,972)	(238,652)	(243,425)	(248,293)	(253,259)
Insurance	(100,000)	(105,000)	(110,250)	(113,558)	(115,829)	(118,145)	(120,508)	(122,918)	(125,377)	(127,884)
Rent/Lease	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Fixed Expenses	**(311,916)**	**(321,154)**	**(330,727)**	**(338,444)**	**(345,213)**	**(352,118)**	**(359,160)**	**(366,343)**	**(373,670)**	**(381,143)**
% of Revenue	*(4.1%)*	*(3.2%)*	*(2.8%)*	*(2.8%)*	*(2.7%)*	*(2.7%)*	*(2.7%)*	*(2.7%)*	*(2.6%)*	*(2.6%)*

Pre-Fee EBITDA	**(145,647)**	**1,339,106**	**2,218,050**	**2,271,973**	**2,285,128**	**2,323,397**	**2,358,868**	**2,411,125**	**2,426,969**	**2,459,319**
% of Revenue	*(1.9%)*	*13.1%*	*18.7%*	*18.5%*	*18.2%*	*17.9%*	*17.7%*	*17.5%*	*17.1%*	*16.9%*
Flow-through %	*(1.9%)*	*55.7%*	*52.2%*	*14.0%*	*3.9%*	*10.2%*	*9.1%*	*12.0%*	*4.2%*	*7.6%*
Base Management Fee	**(225,507)**	**(305,522)**	**(356,051)**	**(367,608)**	**(377,604)**	**(388,862)**	**(400,517)**	**(413,572)**	**(424,877)**	**(437,603)**
% of Revenue	*(3.0%)*	*(3.0%)*	*(3.0%)*	*(3.0%)*	*(3.0%)*	*(3.0%)*	*(3.0%)*	*(3.0%)*	*(3.0%)*	*(3.0%)*
FF&E Reserve	(150,338)	(305,522)	(474,735)	(490,145)	(503,472)	(518,483)	(534,023)	(551,430)	(566,503)	(583,471)
% of Revenue	*(2.0%)*	*(3.0%)*	*(4.0%)*	*(4.0%)*	*(4.0%)*	*(4.0%)*	*(4.0%)*	*(4.0%)*	*(4.0%)*	*(4.0%)*
NOI	**(521,492)**	**728,063**	**1,387,263**	**1,414,220**	**1,404,051**	**1,416,051**	**1,424,328**	**1,446,123**	**1,435,589**	**1,438,244**
Growth %		*-239.6%*	*90.5%*	*1.9%*	*-0.7%*	*0.9%*	*0.6%*	*1.5%*	*-0.7%*	*0.2%*
% of Revenue	*(6.9%)*	*7.1%*	*11.7%*	*11.5%*	*11.2%*	*10.9%*	*10.7%*	*10.5%*	*10.1%*	*9.9%*
Key Performance Indicators										
RevPOR										
Rooms	409.07	468.16	506.32	521.50	537.15	553.26	569.86	586.96	604.57	622.70
Food & Beverage	363.14	376.98	388.28	399.93	411.93	424.29	437.02	450.13	463.63	477.54
Farm	78.69	63.54	58.86	60.46	62.44	64.31	66.24	68.04	70.28	72.39
Programming	65.41	64.30	66.55	68.33	70.21	72.11	74.24	76.38	78.66	80.96
Retail	25.50	28.05	29.45	30.34	31.25	32.18	33.15	34.14	35.17	36.22
Spa	20.40	21.01	21.64	22.29	22.96	23.65	24.36	25.09	25.84	26.62
Total RevPOR	**962.20**	**1,022.03**	**1,071.10**	**1,102.85**	**1,135.94**	**1,169.81**	**1,204.87**	**1,240.74**	**1,278.15**	**1,316.43**
RevPOR - % Growth										
Rooms	0.0%	14.4%	8.1%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Food & Beverage	0.0%	3.8%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Farm	0.0%	-19.2%	-7.4%	2.7%	3.3%	3.0%	3.0%	2.7%	3.3%	3.0%
Programming	0.0%	-1.7%	3.5%	2.7%	2.8%	2.7%	3.0%	2.9%	3.0%	2.9%
Retail	0.0%	10.0%	5.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Spa	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Total RevPOR	**0.0%**	**6.2%**	**4.8%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**

Departmental Profit - % Growth										
Rooms	0.0%	62.7%	24.4%	3.3%	2.7%	3.0%	3.0%	3.3%	2.7%	3.0%
Food & Beverage	0.0%	-2148.6%	53.4%	0.8%	-1.5%	-0.6%	-0.8%	0.2%	-2.5%	-1.6%
Farm	0.0%	9.1%	8.9%	8.7%	8.5%	8.3%	8.1%	8.0%	7.8%	7.7%
Programming	0.0%	69.0%	28.5%	0.7%	-0.4%	0.0%	0.4%	0.8%	-0.4%	-0.1%
Retail	0.0%	-1537.9%	57.4%	2.5%	0.7%	1.5%	1.5%	2.3%	0.5%	1.3%
Spa	0.0%	-250.5%	90.7%	1.8%	-1.0%	0.2%	0.1%	1.4%	-1.7%	-0.4%
Total Departmental Profit	**0.0%**	**90.1%**	**28.7%**	**2.7%**	**1.7%**	**2.2%**	**2.2%**	**2.6%**	**1.6%**	**2.1%**
Departmental Profit - Margin %										
Rooms	61.8%	68.8%	71.2%	71.3%	71.2%	71.2%	71.2%	71.2%	71.2%	71.2%
Food & Beverage	-0.5%	8.0%	10.7%	10.5%	10.0%	9.7%	9.3%	9.0%	8.6%	8.2%
Farm	-29.3%	-31.0%	-32.8%	-34.6%	-36.4%	-38.3%	-40.2%	-42.2%	-44.1%	-46.2%
Programming	25.5%	34.3%	38.3%	37.5%	36.5%	35.5%	34.6%	33.8%	32.8%	31.8%
Retail	-1.5%	15.8%	21.4%	21.2%	20.8%	20.5%	20.2%	20.0%	19.6%	19.2%
Spa	-8.2%	9.4%	15.6%	15.4%	14.8%	14.4%	14.0%	13.8%	13.2%	12.7%
Total Departmental Profit	**25.2%**	**35.3%**	**39.0%**	**38.8%**	**38.4%**	**38.1%**	**37.8%**	**37.6%**	**37.2%**	**36.9%**
Departmental Profit - Flow-Through%										
Rooms	61.8%	84.2%	82.9%	72.4%	69.5%	71.0%	71.0%	72.4%	69.5%	71.0%
Food & Beverage	-0.5%	34.3%	29.4%	2.6%	-5.7%	-2.1%	-2.7%	0.5%	-8.4%	-4.5%
Farm	-29.3%	-88.8%	-91.7%	-94.7%	-97.7%	-100.7%	-103.8%	-107.0%	-110.3%	-113.6%
Programming	25.5%	69.3%	64.9%	9.3%	-5.7%	-0.6%	4.7%	8.3%	-5.2%	-0.8%
Retail	-1.5%	59.0%	54.3%	16.2%	5.7%	10.6%	10.1%	14.4%	3.5%	8.6%
Spa	-8.2%	65.3%	58.5%	8.6%	-5.7%	1.0%	0.3%	6.1%	-8.7%	-1.7%
Total Departmental Profit	**25.2%**	**64.0%**	**61.3%**	**31.9%**	**24.6%**	**27.8%**	**27.5%**	**30.2%**	**22.7%**	**25.9%**
Undistributed Expenses - % of Revenue										
General & Administrative	-10.5%	-8.6%	-7.9%	-7.9%	-7.9%	-7.9%	-7.9%	-7.9%	-7.9%	-7.9%
Information Technology	-0.5%	-0.4%	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%	-0.3%
Sales & Marketing	-7.5%	-6.4%	-6.0%	-5.9%	-6.0%	-5.9%	-5.9%	-6.0%	-5.9%	-5.9%
Repairs & Maintenance	-3.2%	-2.5%	-2.3%	-2.3%	-2.3%	-2.3%	-2.3%	-2.2%	-2.2%	-2.2%
Utilities	-1.2%	-1.1%	-1.1%	-1.1%	-1.1%	-1.1%	-1.1%	-1.0%	-1.0%	-1.0%
Total Undistributed Expense	**-23.0%**	**-19.0%**	**-17.6%**	**-17.5%**	**-17.5%**	**-17.5%**	**-17.5%**	**-17.4%**	**-17.4%**	**-17.4%**

Undistributed Expenses - % Growth										
General & Administrative	0.0%	10.7%	6.9%	3.0%	2.9%	3.0%	3.0%	3.0%	2.9%	3.0%
Information Technology	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Sales & Marketing	0.0%	15.4%	8.8%	3.1%	3.3%	2.5%	3.0%	3.5%	2.4%	3.0%
Repairs & Maintenance	0.0%	6.3%	4.5%	2.7%	2.6%	2.6%	2.6%	2.7%	2.6%	2.6%
Utilities	0.0%	27.9%	12.7%	2.3%	1.7%	2.0%	2.0%	2.3%	1.7%	2.0%
Total Undistributed Expenses	**0.0%**	**12.3%**	**7.4%**	**2.9%**	**2.9%**	**2.7%**	**2.8%**	**3.1%**	**2.6%**	**2.8%**
Fixed Expenses - % of Revenue										
Property Tax	-2.8%	-2.1%	-1.9%	-1.8%	-1.8%	-1.8%	-1.8%	-1.8%	-1.8%	-1.7%
Insurance	-1.3%	-1.0%	-0.9%	-0.9%	-0.9%	-0.9%	-0.9%	-0.9%	-0.9%	-0.9%
Rent/Lease	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Fixed Expenses	**-4.1%**	**-3.2%**	**-2.8%**	**-2.8%**	**-2.7%**	**-2.7%**	**-2.7%**	**-2.7%**	**-2.6%**	**-2.6%**
Fixed Expenses - % Growth										
Property Tax	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Insurance	0.0%	5.0%	5.0%	3.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Rent/Lease	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Fixed Expenses	**0.0%**	**3.0%**	**3.0%**	**2.3%**	**2.0%**	**2.0%**	**2.0%**	**2.0%**	**2.0%**	**2.0%**

EXHIBIT C

SUBMITTED TO:

Harlem Valley Homestead
47 Old Forge Road
Wingdale. NY 12594

ECONOMIC AND FISCAL IMPACT

HARLEM VALLEY HOMESTEAD HOSPITALITY DEVELOPMENT

Revised December 2020

PREPARED BY:

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ECONOMIC DEVELOPMENT

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ABOUT CAMOIN 310

Camoin 310 has provided economic development consulting services to municipalities, economic development agencies, and private enterprises since 1999. Through the services offered, Camoin 310 has served EDOs and local and state governments from Maine to California; corporations and organizations that include Amazon, Lowes Home Improvement, FedEx, Volvo (Nova Bus) and the New York Islanders; as well as private developers proposing projects in excess of $6 billion. Our reputation for detailed, place-specific, and accurate analysis has led to over 1,000 projects in 40 states and garnered attention from national media outlets including Marketplace (NPR), Crain's New York Business, Forbes magazine, The New York Times, and The Wall Street Journal. Additionally, our marketing strategies have helped our clients gain both national and local media coverage for their projects in order to build public support and leverage additional funding. We are based in Saratoga Springs, NY, with regional offices in Richmond, VA; Portland, ME; Boston, MA; and Brattleboro, VT. To learn more about our experience and projects in all of our service lines, please visit our website at www.camoinassociates.com. You can also find us on Twitter @camoinassociate and on Facebook.

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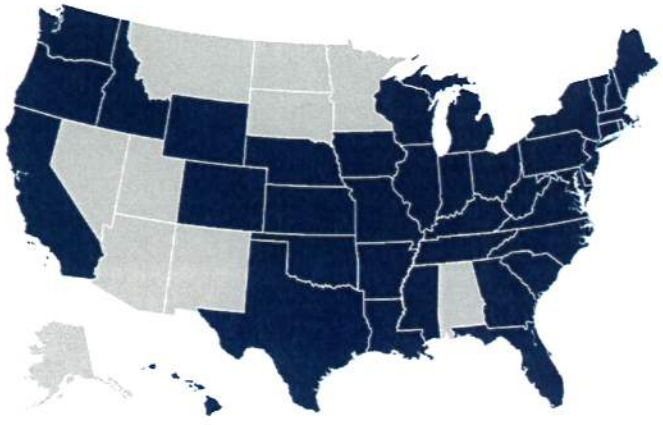

ABOUT THE STUDY

Camoin 310 was retained by Harlem Valley Homestead to measure the economic contribution of a proposed hospitality development on the property at 47 Old Forge Road Wingdale, NY 12594 (the "Project"). The goal of this analysis is to provide an assessment of the total economic, employment, and fiscal impacts of the construction and operation of the Project on the Town of Dover, Dutchess County, and Mid-Hudson Region.

The primary tool used in this analysis is the input-output model developed by Economic Modeling Specialists Intl. (Emsi). Primary data used in this study was obtained from Harlem Valley Homestead included: construction costs, employment data, and estimated new visitation. Additional information on the methodology can be found later in the report.

The economic impacts are presented in four categories: direct impact, indirect impact, induced impact, and total impact. The indirect and induced impacts are commonly referred to as the "multiplier effect."

STUDY INFORMATION

Data Source:
Harlem Valley Homestead

Geography:
Town of Dover, NY; Dutchess County, NY; Mid-Hudson NY Region

Study Period:
2020

Modeling Tool:
Emsi

DIRECT IMPACTS

Initial round of impacts generated as a result of spending on operations and visitor spending at other regional businesses (hotels, restaurants, shops, transportation, and entertainment).

INDIRECT IMPACTS

Direct impacts have ripple effects through business to business spending. This spending results from the increase in demand for goods and services in industry sectors that supply Harlem Valley Homestead and regional businesses serving visitors.

INDUCED IMPACTS

Impacts that result from the spending by Harlem Valley Homestead employees, employees of regional businesses, and employees of suppliers. Earnings of these employees enter the economy as paychecks and are spent on food, clothing, and other goods and services.

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EXECUTIVE SUMMARY

Harlem Valley Homestead's proposed hospitality development at 47 Old Forge Road Wingdale, NY 12594 (the "Project") will contribute to the Town of Dover, Dutchess County, and Mid-Hudson region's economies (the "Study Areas") through on-site impacts (expenditures on operations, including employment and wages) and the spending of new visitors. It will not be possible for the farm to continue to operate without the development of the new hotel, therefore the impacts of all future farm activity are considered in this analysis. In other words, the economic impacts that result from future hotel visitors, non-hotel visitors, hospitality operations, and farm operations are calculated. The economic impacts describe what would be lost to the study areas if the Project does not occur. The fiscal impacts include new property, sales, and occupancy tax revenue that will be generated as a result of the new development.

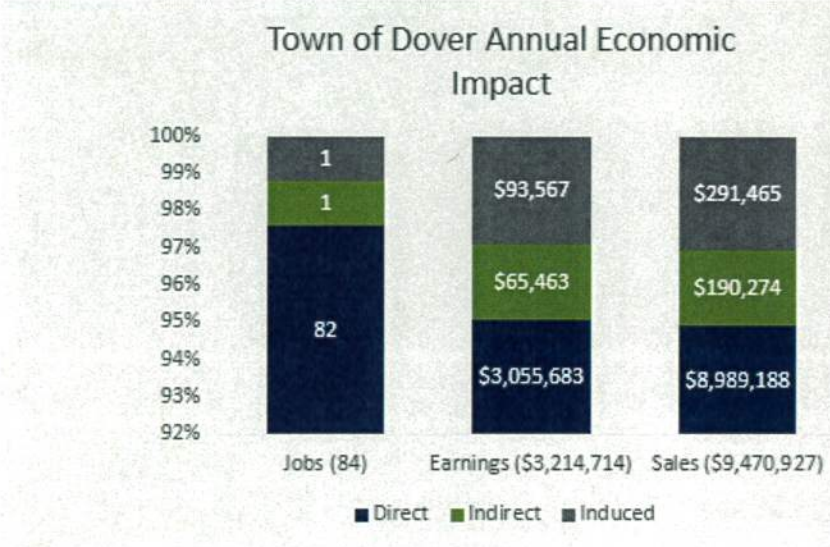
Annual Impact

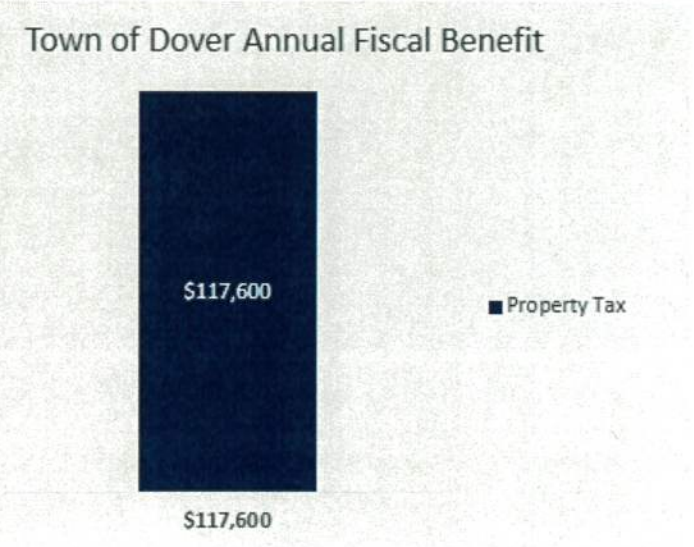
Once the hospitality development is constructed and fully operational, new on-site activity and visitation will be supported. Below is a summary of the recurring annual economic benefits to each of the three Study Areas. Impacts should not be compared across Study Areas as each represents an individual analysis that depends on unique assumptions of net new activity.

Direct impacts are generated by the Harlem Valley Homestead. **Indirect** impacts accrue through business to business spending in the study areas and **induced** impacts result from employee spending. All impacts would be foregone *without* the hospitality development.

TOWN OF DOVER

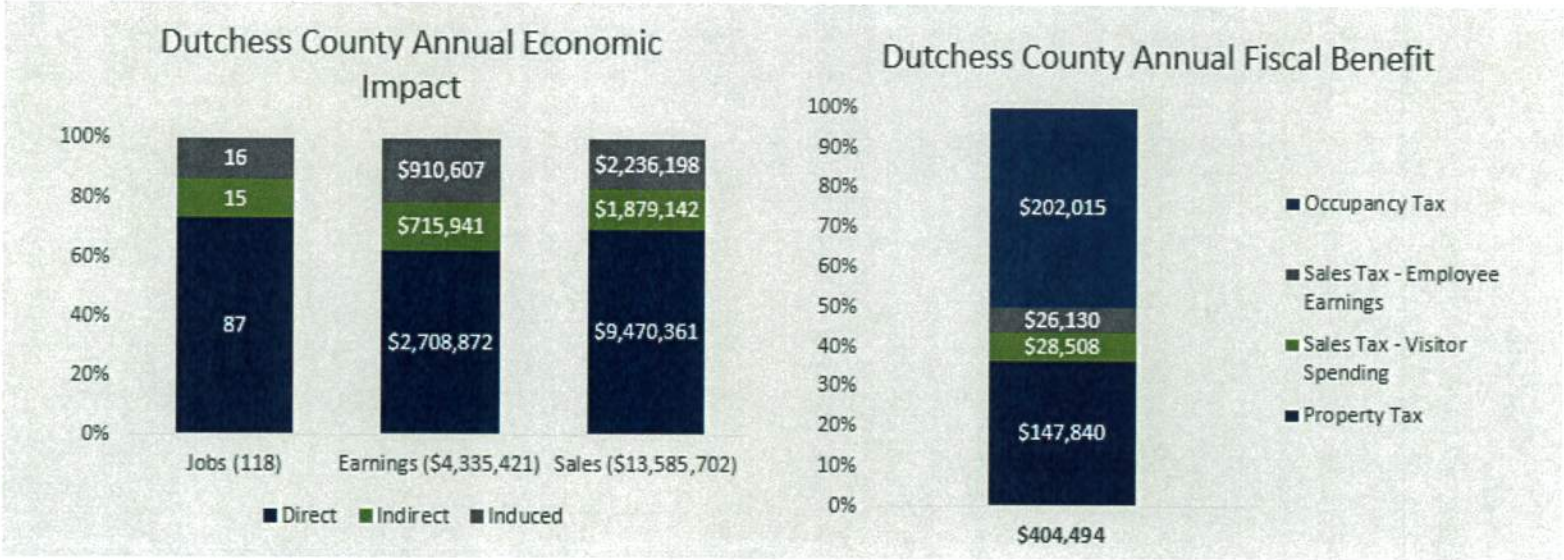
Once operational, Harlem Valley Homestead's hospitality development will support 84 new jobs, and will be associated with over $3.2 million in earnings, and nearly $9.5 million in sales in the Town of Dover. These impacts are the result of both new on-site activity and new visitor spending in the town. Additionally, as a result of an increase in the assessed value of the property, an estimated $117,600 in new property tax revenue will be generated for the town.





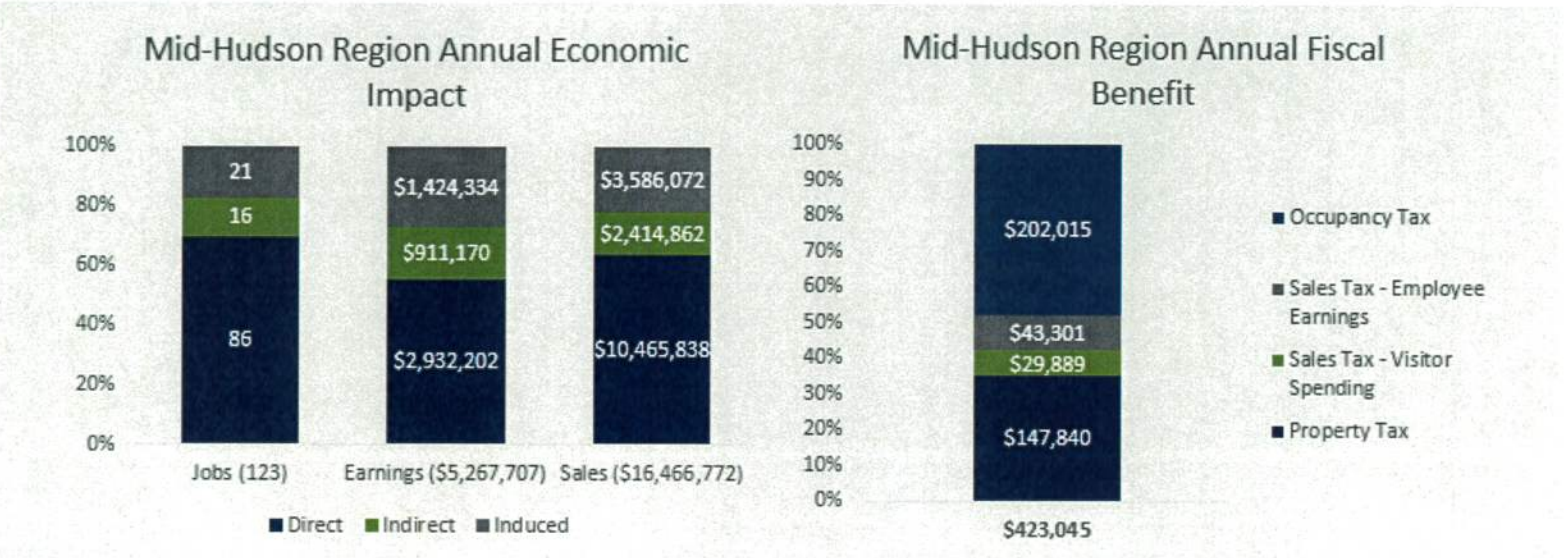
DUTCHESS COUNTY

Within Dutchess County, the Project will result in a total of 118 new jobs, over $4.3 million in associated earnings, and nearly $13.6 million in new sales. This activity will lead to approximately $404,494 in new tax revenue for the county in the form of increased property tax, sales tax, and occupancy tax collections.



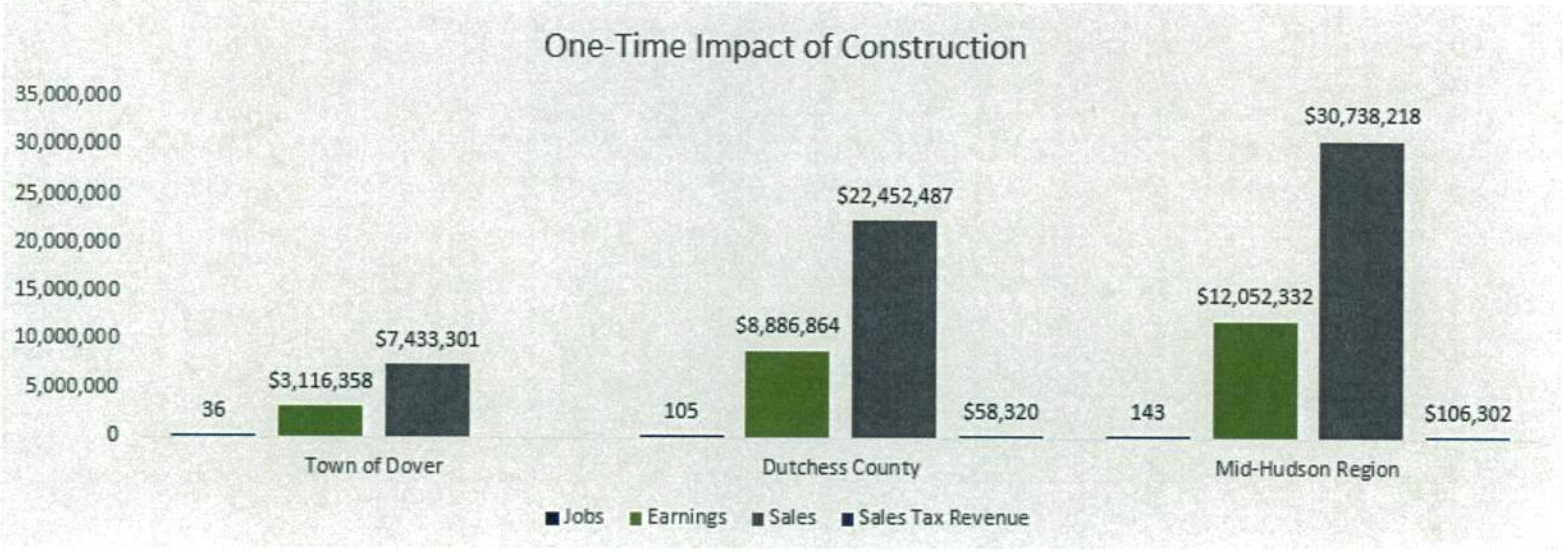
MID-HUDSON REGION

Within the Mid-Hudson region, the Project's economic impact is estimated to be 123 new jobs, nearly $5.3 million in associated earnings, and nearly $16.5 million in sales. Additionally, new tax revenue for the region is estimated to be $423,045.



Construction Impact

The development of Harlem Valley Homestead's hospitality facilities will also result in temporary economic and fiscal impacts in the construction period. As illustrated in the following figure, all three study areas will benefit from new jobs, earnings, and sales during construction. Additionally, Dutchess County and the Mid-Hudson region will accrue a fiscal benefit in the form of new sales tax revenue.



INTRODUCTION

Harlem Valley Homestead (HVH) is a farm in Wingdale, NY that supports pasture-raised beef, vegetables, flowers, pigs, chickens, mushrooms, raw honey, and more. The farm offers hands-on learning and cooking experiences to celebrate nature's abundance on the land. The farm is a seven-minute drive from the Harlem Valley-Wingdale station in Dover, which is served by Metro-North Railroad's Harlem Line.

To bring people closer to the farm-to-table experience and expand the capabilities of the farm, Harlem Valley Homestead is pursuing the development of accommodations and related hospitality activities on the grounds. This will not be a typical hotel operation, but a communal experience that enables and encourages guests to interact with nature, find space and inspiration. The primary goal of the facility will be to use materials, resources, and experience that are naturally generated on the site whenever feasible. The development will accommodate 48 rooms.

The Food and Beverage component is an anchoring aspect of the guest experience and will work in tandem with the farm production on site. Activities and entertainment for guests will be almost entirely centered around the land, the farm, and food production. Throughout the day, guests will be invited to join in the farm chores, learn sports such as fly fishing or archery, participate in the preparation of the food, walk the land in search of nourishing edibles, swim, hike, and relax into the surrounding nature.

Harlem Valley Homestead will provide pick-up and drop-off services for guests from the Harlem Valley-Wingdale station. There will be 48 rooms available on-site, in the form of sustainably designed cabins. The property will also boast restored timber-framed barns that can host group events, public programs, retreats, and meetings.

Methodology

Camoin 310 uses Economic Modeling Specialists, Intl. (Emsi) to calculate the economic impacts of the construction of the Project and the operation of the farm following Project completion. The following text briefly describes the methodology, particularly as it relates to visitor spending; additional information about the Emsi model can be found in Attachment A.

1. **Estimate Net New Visitation:** Using projected annual visitation estimates from Harlem Valley Homestead, and information from previous reports, we quantified the number of new visitors to the farm as a result of the Project. "Net new" means visitation and spending that would not occur but for the Project and includes both hotel and non-hotel farm visitors.
2. **Estimate Net New Spending:** Based on the information provided to us by Harlem Valley Homestead, and a review of other studies that quantify visitor spending habits, we estimated that average ancillary spending per net new visitor. Per person spending was adjusted for each of the study areas.
3. **Model Economic Impacts:** Using net new visitor spending amounts as inputs, we modeled the economic impacts in terms of jobs, earnings, and sales of the Project on the Town of Dover, Dutchess County, and the Mid-Hudson region. Economic multipliers were provided through the Emsi software package.
4. **Calculate Total Impacts:** We arrived at the total economic impacts as the sum of the direct, indirect, and induced impacts. The annual impacts that result from visitor spending were combined with those resulting from new on-site activity to calculate the total annual impact, including the fiscal impact.

Modeling Software

Economic Modeling Specialists, Intl. (Emsi) designed the input-output model used in this analysis. The Emsi model allows the analyst to input the amount of new direct economic activity (spending, earnings, or jobs) occurring within the Mid-Hudson region and uses the direct inputs to estimate the spillover effects that the net new spending, earnings, or jobs have as these new dollars circulate throughout the economy. This is captured in the indirect and induced impacts and is commonly referred to as the "multiplier effect." See Appendix A for more information on economic impact analysis.

What does "Net New" Mean?

When looking at the economic impacts of a project, it's important to look only at the economic changes that would not happen in that project's absence. These effects are the "net new" effect: purchases made only as a result of the project in question.

Definition of a "Job"

A "job" is equal to one person employed for some amount of time (part-time, full-time, or temporary) during the study period.

Assumptions

STUDY AREAS

Harlem Valley Homestead is located in Wingdale, NY, a hamlet in the Town of Dover, Dutchess County, New York. The economic impacts of Harlem Valley Homestead's hospitality development will be felt regionally, as visitors will be attracted to the farm from the surrounding region and beyond. Therefore, this analysis examines the economic and fiscal impacts of the Project on the Town of Dover[1], Dutchess County, and the Mid-Hudson region[2].

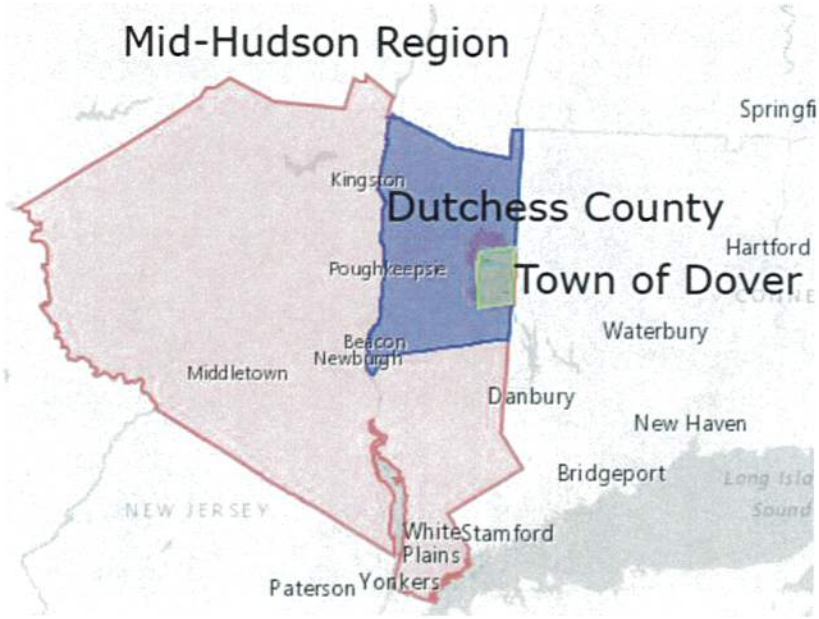


Figure 1: Study Areas

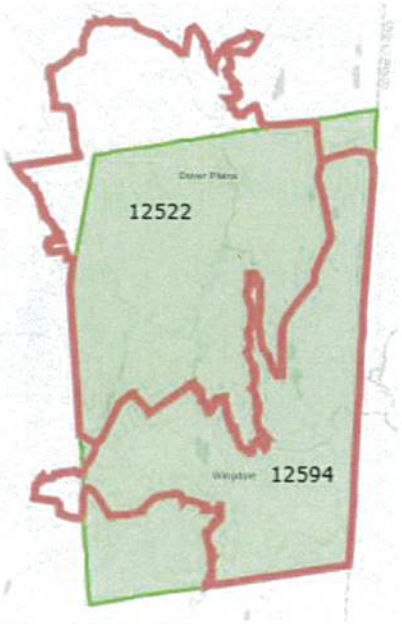


Figure 2: ZIP Codes

NET NEW VISITORS

To quantify the economic impacts of the Project it is necessary to determine the amount of on-site activity and associated visitation that is "net new" to the region. **In other words, what is the economic activity that would not be present in the Town of Dover, Dutchess County, and the Mid-Hudson region but for the Project?** The number of net new visitors is a critical component of calculating economic activity, as this determines the amount of new spending that occurs in the study areas as a result of the Project.

Harlem Valley Homestead, in collaboration with PKF hotelexperts group, projects annual visitor days to the farm's new hospitality development will be approximately 30,240 per year upon full buildout.[3] Additionally, there will be a portion of visitors to the farm that are not hotel guests. These 2,080 annual non-hotel visitors are also included

[1] Emsi defines geographies at the ZIP code level. Therefore, the Town of Dover is defined as ZIP codes 12522 and 12594 in the model.

[2] The Mid-Hudson region as defined by Empire State Development includes the entirety of Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester counties.

[3] Based on an assumption of 10,080 unique visitors staying an average of three nights each. 10,080 unique visitors is multiplied by three to calculate the total number of visitor days, which is used to calculate total visitor spending.

in the analysis as the farm would not be able to operate without the addition of the hospitality facility. This analysis calculates the economic impact of this baseline visitation scenario.

Based on a literature review of visitation patterns to other agri-tourism attractions, as well as Camoin 310's previous professional experience in the region, it is assumed that 90% of hotel visitors will be from outside of the Town of Dover, 70% from outside of Dutchess County, and 50% from outside of the Mid-Hudson region. Non-hotel visitors are expected to have a higher proportion of local visitors. Therefore, it is estimated that 80% of non-hotel visitors will be from outside of the Town of Dover, 50% from outside of Dutchess County, and 30% from outside of the mid-Hudson region. Visitors from outside of each study area are considered to be net new to that geography, as their visit (and associated spending) would not occur but for the Project. Table 1 summarizes the net new visitors to each study area.

Table 1

Annual Net New Visitors

	Town of Dover	Dutchess County	Mid-Hudson Region
Hotel Visitors			
Annual Visitors	30,240	30,240	30,240
Percent Net New	90%	70%	50%
Net New Visitors	27,216	21,168	15,120
Non-Hotel Visitors			
Annual Visitors	2,080	2,080	2,080
Percent Net New	80%	50%	30%
Net New Visitors	1,664	1,040	624

Source: Camoin 310

VISITOR SPENDING

To determine the amount of total net new visitor spending, a direct input of the economic impact model, Camoin 310 estimated per person, per day spending amounts. Total per person hotel visitor spending is estimated to be $48.00 per day, based on visitor spending data from a 2017 report prepared for Parks & Trails New York titled *Economic Benefits of the NYS Park System* as well as a review of other studies and adjustments for inflation. It is assumed that spending by non-hotel visitors will equal half a day of spending, or $24.00 per visit. Total ancillary visitor spending (beyond their on-site lodging spending) was distributed across categories of recreation, food and beverage, retail, and transportation to follow the guidance of Tourism Economics' 2018 report, *The Economic Impact of Tourism in New York: Hudson Valley Focus*. Consumer spending data from Esri was analyzed for each of the three study areas. Based on this, it is assumed that 20% of visitor spending will occur in the Town of Dover, 70% in Dutchess County, and 90% in the Mid-Hudson region. The remaining spending may occur in neighboring municipalities or during travel to the study area. Table 2 summarizes visitor spending estimates.

Table 2

Ancillary Visitor Spending per Day (Hotel Visitors)

	Percent of Spending	Total Visitor Spending	Spending in Mid-Hudson Region (90%)	Spending in Dutchess County (70%)	Spending in Town of Dover (20%)
Recreation	10%	$4.80	$4.32	$3.36	$0.96
Food and Beverage	35%	$16.80	$15.12	$11.76	$3.36
Retail	34%	$16.32	$14.69	$11.42	$3.26
Transportation	21%	$10.08	$9.07	$7.06	$2.02
Total	**100%**	**$48.00**	**$43.20**	**$33.60**	**$9.60**

Ancillary Visitor Spending per Half-Day (Non-Hotel Visitors)

	Percent of Spending	Total Visitor Spending	Spending in Mid-Hudson Region (90%)	Spending in Dutchess County (70%)	Spending in Town of Dover (20%)
Recreation	10%	$2.40	$2.16	$1.68	$0.48
Food and Beverage	35%	$8.40	$7.56	$5.88	$1.68
Retail	34%	$8.16	$7.34	$5.71	$1.63
Transportation	21%	$5.04	$4.54	$3.53	$1.01
Total	**100%**	**$24.00**	**$21.60**	**$16.80**	**$4.80**

Source: Tourism Economics, Esri, Parks and Trails New York, Camoin 310

The visitor spending per day spending amounts for each study area was multiplied by the number of new visitors in each of the three scenarios. Table 3 shows the total visitor spending in each scenario for the three geographies. Total visitor spending by hotel visitors and non-hotel visitors is added together to calculate the spending by all visitors. These visitor spending amounts are the direct inputs in the Emsi economic impact model.

Table 3

Total Visitor Spending

Hotel Visitors						
	Town of Dover		Dutchess County		Mid-Hudson Region	
	Per Person	Total (27,216)	Per Person	Total (21,168)	Per Person	Total (15,120)
Recreation	$0.96	$26,127	$3.36	$71,124	$4.32	$65,318
Food and Beverage	$3.36	$91,446	$11.76	$248,936	$15.12	$228,614
Retail	$3.26	$88,833	$11.42	$241,823	$14.69	$222,083
Transportation	$2.02	$54,867	$7.06	$149,361	$9.07	$137,169
Total	**$9.60**	**$261,274**	**$33.60**	**$711,245**	**$43.20**	**$653,184**

Non-Hotel Visitors						
	Town of Dover		Dutchess County		Mid-Hudson Region	
	Per Person	Total (1,644)	Per Person	Total (1,040)	Per Person	Total (624)
Recreation	$0.48	$799	$1.68	$1,747	$2.16	$1,348
Food and Beverage	$1.68	$2,796	$5.88	$6,115	$7.56	$4,717
Retail	$1.63	$2,716	$5.71	$5,940	$7.34	$4,583
Transportation	$1.01	$1,677	$3.53	$3,669	$4.54	$2,830
Total	**$4.80**	**$7,987**	**$16.80**	**$17,472**	**$21.60**	**$13,478**

All Visitors			
	Town of Dover	**Dutchess County**	**Mid-Hudson Region**
Recreation	**$26,926**	**$72,872**	**$66,666**
Food and Beverage	**$94,241**	**$255,051**	**$233,332**
Transportation	**$56,545**	**$153,031**	**$139,999**
Total	**$269,261**	**$728,717**	**$666,662**

Source: Camoin 310

ECONOMIC IMPACT ANALYSIS

CONSTRUCTION PERIOD

The construction associated with the Project will have temporary economic impacts throughout the region. The $24.0 million construction cost represents private investment in the region as spending on labor and locally sourced materials will provide a boost to the local and regional economies. Based on an analysis of building materials and services available in the study areas, we estimate that 30% of construction spending will occur in the Town of Dover, 70% in Dutchess County, and 90% in the Mid-Hudson region. Table 4 displays the net new construction spending that will occur in each of the three geographies.

Table 4
Construction Spending

	Town of Dover	Dutchess County	Mid-Hudson Region
Total Construction Cost	$24,000,000	$24,000,000	$24,000,000
% Spent in Region	30%	70%	90%
Net New Construction Spending	**$7,200,000**	**$16,800,000**	**$21,600,000**

Source: Camoin 310, Emsi

Using the net new construction spending as the model inputs, Camoin 310 employed Emsi to calculate the direct, indirect, and induced impacts of the construction phase of the Project on the study areas. Table 5 illustrates the economic impact in terms of jobs, earnings, and sales.

Table 5
Construction Phase Economic Impact

Town of Dover			
	Jobs	Earnings	Sales
Direct	35	$3,057,157	$7,200,000
Indirect	1	$40,767	$178,187
Induced	0	$18,434	$55,114
Total	**36**	**$3,116,358**	**$7,433,301**
Dutchess County			
	Jobs	Earnings	Sales
Direct	66	$6,821,739	$16,800,000
Indirect	16	$876,872	$2,720,914
Induced	23	$1,188,254	$2,931,573
Total	**105**	**$8,886,864**	**$22,452,487**
Mid-Hudson Region			
	Jobs	Earnings	Sales
Direct	88	$8,770,807	$21,600,000
Indirect	20	$1,210,679	$3,838,613
Induced	35	$2,070,846	$5,299,604
Total	**143**	**$12,052,332**	**$30,738,218**

Source: Emsi

ANNUAL ON-SITE OPERATIONS

The operations of Harlem Valley Homestead will expand following the hospitality development, requiring the organization to take on a larger staff. Currently, there are seven farm-related staff on-site. Upon Project completion, there will be 64 on-site hospitality-related jobs with nearly $3.7 million in payroll, and 15 farm-related jobs (to support increased visitation). The 79 total jobs on-site upon project completion are considered to be net new in this analysis since the farm would not exist without the hotel development.

These new jobs will generate indirect and induced jobs, earnings, and sales. The economic impact of this on-site activity on each of the study areas is summarized in Table 6.

Table 6

On-Site Economic Impact

Town of Dover			
	Jobs	Earnings	Sales
Direct	79	$2,969,973	$8,719,927
Indirect	1	$62,415	$180,237
Induced	1	$90,948	$283,231
Total	**81**	**$3,123,337**	**$9,183,395**
Dutchess County			
	Jobs	Earnings	Sales
Direct	79	$2,488,420	$8,741,645
Indirect	14	$646,974	$1,679,145
Induced	15	$846,373	$2,078,882
Total	**108**	**$3,981,768**	**$12,499,672**
Mid-Hudson Region			
	Jobs	Earnings	Sales
Direct	79	$2,730,524	$9,799,175
Indirect	15	$840,809	$2,209,198
Induced	20	$1,338,099	$3,369,156
Total	**114**	**$4,909,432**	**$15,377,530**

Source: Emsi

ANNUAL VISITOR SPENDING

Harlem Valley Homestead's hospitality component is expected to draw visitors from throughout the Mid-Hudson region and beyond. Spending by visitors was allocated as described above, in *Net New Visitor Spending*. Spending was entered into the impact model and distributed amongst the NAICS codes in Table 7 to calculate Direct, Indirect, and Induced economic effects.

Table 7

NAICS Spending Basket

Category	NAICS	NAICS Description
Retail	452319	All Other General Merchandise Stores
Retail	453220	Gift, Novelty, and Souvenir Stores
Transportation	447110	Gasoline Stations with Convenience Stores
Transportation	447190	Other Gasoline Stations
Recreation	711310	Promoters of Performing Arts, Sports, and Similar Events with Facilities
Recreation	711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities
Recreation	712110	Museums
Recreation	713990	All Other Amusement and Recreation Industries
Recreation	312120	Breweries
Recreation	722410	Drinking Places
Food	722511	Full-Service Restaurants
Food	722513	Limited-Service Restaurants

The economic impact that results from new visitor spending for each of the three scenarios is displayed in the below table.

Table 8

Visitor Spending Economic Impact

Town of Dover	Jobs	Earnings	Sales
Direct	3	$85,710	$269,261
Indirect	0	$3,048	$10,037
Induced	0	$2,619	$8,234
Total	**3**	**$91,377**	**$287,532**
Dutchess County	**Jobs**	**Earnings**	**Sales**
Direct	8	$220,452	$728,717
Indirect	1	$68,967	$199,997
Induced	1	$64,234	$157,316
Total	**10**	**$353,653**	**$1,086,030**
Mid-Hudson Region	**Jobs**	**Earnings**	**Sales**
Direct	7	$201,678	$666,662
Indirect	1	$70,362	$205,664
Induced	1	$86,235	$216,915
Total	**9**	**$358,275**	**$1,089,242**

Source: Emsi

TOTAL ANNUAL ECONOMIC IMPACT

The total new annual economic impact that results from the new on-site activity and visitor spending is summarized in Table 9.

Table 9

Total Annual Economic Impact

Town of Dover			
	Jobs	Earnings	Sales
Direct	82	$3,055,683	$8,989,188
Indirect	1	$65,463	$190,274
Induced	1	$93,567	$291,465
Total	**84**	**$3,214,714**	**$9,470,927**
Dutchess County			
	Jobs	Earnings	Sales
Direct	87	$2,708,872	$9,470,361
Indirect	15	$715,941	$1,879,142
Induced	16	$910,607	$2,236,198
Total	**118**	**$4,335,421**	**$13,585,702**
Mid-Hudson Region			
	Jobs	Earnings	Sales
Direct	86	$2,932,202	$10,465,838
Indirect	16	$911,170	$2,414,862
Induced	21	$1,424,334	$3,586,072
Total	**123**	**$5,267,707**	**$16,466,772**

Source: Emsi

FISCAL BENEFIT ANALYSIS

CONSTRUCTION PERIOD

The one-time construction phase earnings described by the total economic impact of the construction work (in the previous section) would lead to additional sales tax revenue for the counties in the Mid-Hudson region. It is assumed that 70% of the construction phase earnings would be spent within Dutchess County and 90% would be spent within the Mid-Hudson region.[4] Of these purchases, it is assumed that 25% would be taxable.[5] One-time sales tax revenue to be received as a result of construction phase employment is summarized in Table 10.

Table 10

Construction Related Sales Tax Revenue from Employee Earnings

	Dutchess County	Mid-Hudson Region
New Earnings	$8,886,864	$12,052,332
Percent Spent in Geography	70%	90%
Amount Spent in Geography	$6,220,805	$10,847,099
Amount Taxable (25%)	$1,555,201	$2,711,775
Sales Tax Rate*	3.75%	3.92%
New Annual Sales Tax Revenue	**$58,320**	**$106,302**

Source: Camoin 310, NYS Comptroller

*The sales tax rate for the mid-Hudson region represents an average of the sales tax rates of the region's counties. Dutchess and Orange Counties collect a 3.75% sales tax and Putnam, Rockland, Sullivan, and Ulster collect 4.0%.

ANNUAL FISCAL BENEFIT

PROPERTY TAX REVENUE

The Project will increase the taxable assessed value of the Harlem Valley Homestead property and therefore an increase in the property tax revenue collected by the Town of Dover and Dutchess County. Since the total assessed value upon Project completion is not known at this time, we use total construction cost (projected to be $24 million for the hospitality development) as a proxy for the assessed value. Therefore, this analysis estimates an increase in the total assessed value of the affected taxing jurisdictions to be $24.0 million based solely on construction costs.

Using the 2019/2020 tax rate for the Town of Dover and Dutchess County a new property tax to be generated as a result of the Project is calculated, the results of which are displayed in Table 11. The property tax impact on the

[4] A retail leakage analysis of Dutchess County and the Mid-Hudson region suggests that a vast majority of the goods and services that employees will be purchasing are available within the geographies (food, clothing, computers, etc.), but there will be some outside spending on travel and through purchases made online and in neighboring counties. Based on third party proprietary retail spending data, 70% and 90% are reasonable assumptions for the amount of in-region spending. (Source: Esri Business Analyst Online, Retail Market Profile).

[5] Employee earnings are spent across a variety of categories, including on groceries, services, and personal care. According to the NYS Department of Taxation and Finance, certain transactions are subject to sales tax. Based on a typical household spending basket, 25% is a reasonable assumption of the amount of purchases that are taxable in NYS.

Mid-Hudson region is equal to that of Dutchess County as Dutchess County is the only county in the region to collect property tax on this property.

Table 11

Annual Property Tax Revenue

	Town of Dover	Dutchess County	Mid-Hudson Region
Assessed Value Increase	$24,000,000	$24,000,000	$24,000,000
2019/2020 Tax Rate per $1,000 AV	$4.90	$6.16	$6.16
New Annual Property Tax Revenue	**$117,600**	**$147,840**	**$147,840**

Source: Dutchess County

***The property tax impact is the same for Dutchess County and the Mid-Hudson Region as Dutchess County is the only county in the region to collect property tax on this property.**

SALES TAX REVENUE

Sales tax revenue is generated by the Project in two ways: (1) from sales associated with visitor spending, and (2) from the spending of employee earnings.

As outlined in the economic impact section of this report, visitors to Harlem Valley Homestead will make additional purchases in the economy at restaurants and retail stores, as well as on transportation and other entertainment. Such purchases are subject to sales tax and generate revenue for Dutchess County and the other Mid-Hudson region counties. Based on nearly $1.1 million in net new sales related to spending by new visitors in both geographies, an assumption that 70% of these sales will be taxable, and average sales tax rate data from each of the region's counties it is calculated that $28,508 in new sales tax revenue will be collected by Dutchess County and $29,889 from the Mid-Hudson region. Since the six counties in the Mid-Hudson region do not have the same sales tax rate, an average of their rates was used to calculate the regional sales tax revenue. Each of the counties will collect sales tax on purchases made in that county. Therefore, each of the six counties will receive some portion of this sales tax revenue, based on where the visitor spending occurs.

Table 12

Annual Sales Tax Revenue from Purchases by Visitors

	Dutchess County	Mid-Hudson Region
Net New Sales	$1,086,030	$1,089,242
Amount Taxable (70%)	$760,221	$762,469
Sales Tax Rate*	3.75%	3.92%
New Annual Sales Tax Revenue	**$28,508**	**$29,889**

Source: Camoin 310, NYS Comptroller

***The sales tax rate for the mid-Hudson region represents an average of the sales tax rates of the region's counties. Dutchess and Orange Counties collect a 3.75% sales tax and Putnam, Rockland, Sullivan, and Ulster collect 4.0%.**

The taxing jurisdictions will also receive sales tax revenue resulting from the spending of employees associated with Harlem Valley Homestead. Of the nearly $4.0 million in total new earnings in Dutchess County and over $4.9 million in total new earnings in the Mid-Hudson region associated with on-site employment and activity (as calculated in the economic impact section), it is assumed that the majority (90%) will be spent within the region and a large portion (70%) will be spent within the county. Based on this, new annual sales tax revenue from employee earnings was calculated.

Table 13

Annual Sales Tax Revenue from Employee Earnings

	Dutchess County	Mid-Hudson Region
New Earnings	$3,981,768	$4,909,432
Percent Spent in Geography	70%	90%
Amount Spent in Geography	$2,787,237	$4,418,489
Amount Taxable (25%)	$696,809	$1,104,622
Sales Tax Rate*	3.75%	3.92%
New Annual Sales Tax Revenue	**$26,130**	**$43,301**

Source: Camoin 310, NYS Comptroller

*The sales tax rate for the mid-Hudson region represents an average of the sales tax rates of the region's counties. Dutchess and Orange Counties collect a 3.75% sales tax and Putnam, Rockland, Sullivan, and Ulster collect 4.0%.

OCCUPANCY TAX REVENUE

Dutchess County imposes an occupancy tax, also known as a bed tax, on the occupancy of rooms in a hotel or motel located in the county. Based on a projected nearly $5.1 million[6] in annual room revenue, occupancy tax revenue for the county was calculated. Since all visitors to Harlem Valley Homestead's hospitality component will be staying on-site and in Dutchess County, other counties in the Mid-Hudson region will not be collecting occupancy tax as a result of these visits. Therefore, the annual occupancy tax benefit to the county and the region is the same.

Table 14

Annual Occupancy Tax Revenue

	Dutchess County	Mid-Hudson Region
Lodging Sales	$5,050,377	$5,050,377
Tax Rate	4.00%	4.00%
Annual Occupancy Tax Revenue	**$202,015**	**$202,015**

Source: Camoin 310, Municipalities

TOTAL ANNUAL FISCAL BENEFIT

The total annual fiscal benefit to each of the study areas is summarized in Table 15.

Table 15

New Annual Tax Revenue

	Town of Dover	Dutchess County	Mid-Hudson Region
Property Tax	$117,600	$147,840	$147,840
Sales Tax - Visitor Spending	-	$28,508	$29,889
Sales Tax - Employee Earnings	-	$26,130	$43,301
Occupancy Tax	-	$202,015	$202,015
Total New Tax Revenue	**$117,600**	**$404,494**	**$423,045**

Source: Camoin 310

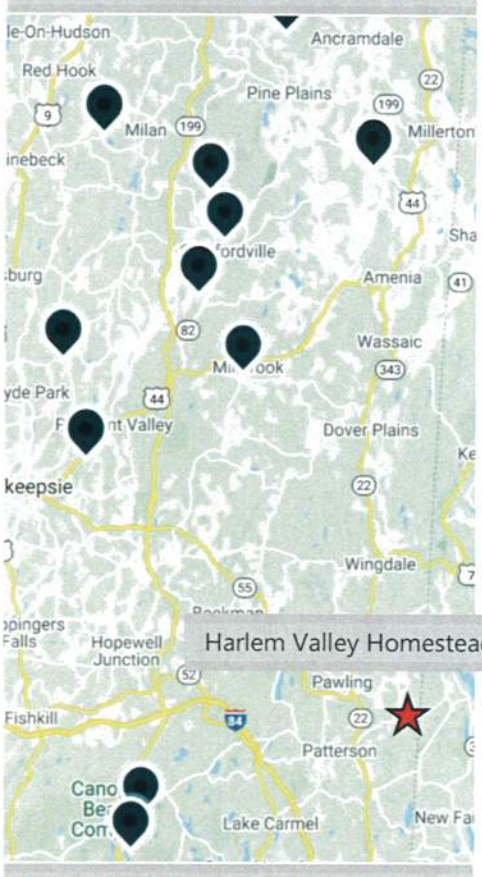
[6] As projected by Harlem Valley Homestead.

MARKET SCAN

HVH's hospitality proposal spans the range of agritourism and accommodation demands that have grown in popularity over the last several years and have further accelerated during the COVID-19 pandemic. Offering more than the typical hotel stay, HVH is proposing an experience that demonstrates the site's connection to the land and allows visitors to experience agriculture firsthand on site.

Agritourism as a concept and industry has become a major subset of the visitation and recreation markets, all while helping farmers bring in additional revenue to support their agricultural products. The USDA defines agritourism as "farms that contain a recreational or educational enterprise component, such as tours of a working farm and pick-your-own-fruits." The USDA reports that farm agritourism revenue grew from $704 million in 2012 to almost $950 million in 2017. Total agritourism revenue is a relatively small portion of total farm revenue, 5.6%.[7] Research has shown that multiple iterations of farm education and engagement lead to more visitors and therefore more revenue generation potential for farms. HVH will benefit from this trend as the proposed project plans include activities that will satisfy a range of consumer preferences from culinary classes to foraging to wellness and sporting activities. Encompassing both paid and unpaid offerings, clientele on-site will experience the range of the land's offerings and receive a well-rounded experience that will feel a world away from everyday life.

Map of Glamping Locations in Mid-Hudson Region



The Harlem Valley Homestead is well west and north of other glamping locations in the region.

Since the onset of the COVID-19 pandemic, demand for outdoor recreation activities have skyrocketed. The Outdoor Industry Association reports that the biggest increases in outdoor recreation were running, cycling and hiking and that urban respondent's participation in outdoor activities have increased since the March 2020 shutdowns.[8] With the pandemic extending beyond six months at the time of this writing, people have formed new habits and have new expectations for the type of experiences that they want in a retreat or vacation. The push for outdoor recreation will continue to shape the hospitality industry in the coming years.

Nature-focused escapes are also increasingly being incorporated into accommodations. From cabins to safari tents, to yurts to tree houses, the type of structure varies but is generally covered under the term "glamping." Glamping does not only refer to the type of structure but "includes luxurious facilities....it can include amenities such as beds, in-suite bathrooms, gourmet meals etc." This expectation of high-end amenities with eco-conscious facilities typifies where market demand has grown in the last several years.[9] The prevalence of glamping and

[7] Whitt, Christine; Low, Sarah; Van Sandt Anders. *Agritourism Allows Farms To Diversify And Has Potential Benefits For Rural Communities*. November 4, 2019. USDA.
[8] Increase in Outdoor Activities Due to COVID-19. Outdoor Industry Association. August 13, 2020.
[9] Thomas, Elisabeth. *The Rise of Glamping: Market Evolution & Trends*. America Outdoors.

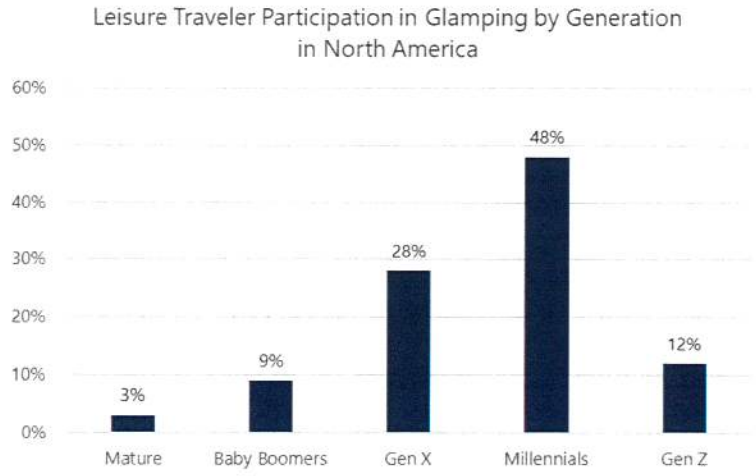
alternative accommodations are not just a niche market, these locations have made their way to visitation giants like Airbnb, where stays are offered in barns, tiny houses, farm stays, treehouses and more. Other glamping or camping specific sites include: thrillophilia.com, tenterr.com, and glampsites.com.[10] Private equity has also begun to support more locations within this sector, indicating that the market is expected to be a profitable investment.

"Travelers today have been looking for outdoor experiences that are memorable, luxurious, and close to nature."

-Grand View Research, Glamping Market Analysis 2019

While people are seeking more outdoor time in their recreational activities, outdoor hospitality accommodations like glamping are also ideal for accommodating required COVID-19 prevention measures. Such accommodations help people limit time in crowded spaces as sites are less likely to have elevators, rooms are not usually attached to each other, and there are less shared spaces than traditional lodging.[11] COVID-19 has also expanded the trend towards vacations closer to home or even staycations, which puts HVH as a prime location for New York City dwellers looking for a respite completely different than city life. Before the pandemic, Dutchess County was already becoming a popular destination for urban residents. Over the last five years hotel occupancy rates in the county increased from 67.6% in 2015 to 68.1% in 2019. This is higher than the pre-pandemic national occupancy average of 66.1% for 2019.[12] HVH is ideally situated to capitalize on this trend which has only further accelerated as a result of COVID-19.

While glamping is often associated with luxury, HVH intends to attain "luxury via tangibility." The site will provide a range of prices to accommodate people within a spectrum of incomes, as well as some subsidized programs for lower income individuals. In a market that is often far out of the price point of everyday Americans, HVH's endeavor could stand out as a model for glamping. In addition to valuing a diverse range of visitors, HVH also retains close ties to the community and tries to employ locally whenever they can. Guests will also be invited to participate in the life of the farm through hands on learning experiences. The USDA notes the economic impact of community ties, citing farms that focus on community connections provide job opportunities for residents, who then circulate that money locally through other businesses.



Source: KOA

The range of activities and trainings available with HVH, close proximity to a major urban center, and thoughtful incorporation of community into the development set the project up to take advantage of market shifts. HVH's proposed project leads with education and interaction, while making guests comfortable in private cabins. Eco-

[10] Global Glamping Market Analysis and Segment Forecast to 2025. Grand View Research, Inc. 2019.
[11] Olmsted, Larry. *Glamping is 20202's Hottest Travel Trend: Here are the Best Places for Your Trip.* Forbes.com. June 23, 2020.
[12] Ali, Saba. *Why Dutchess is Seeing a Boom in Hotel Development and Where the Need Exists*. Poughkeepsie Journal. March 5, 2020

tourism and consumers thinking about their impact on where they travel will align with the values proposed by HVH's proposed development.

CASE STUDIES

Camoin 310 researched facilities that show similarities to the Project at 47 Old Forge Road Wingdale, NY 12594. The goal of the case studies is to identify how these facilities interact with the residents and businesses in the community and generally support economic activity for the surrounding region. These case studies considered operations at Buttermilk Falls Inn and Spa in Milton, Omega Institute in Rhinebeck, and Getaway locations in both the Western and Eastern Catskills. The following map displays the operations of the case study facilities in relation to the proposed Harlem Valley Homestead's proposed development.

Case Study Locations in New York State

Source: Esri

BUTTERMILK FALLS INN AND SPA

Located in Milton, NY 75 miles north of New York City, the Buttermilk Falls Inn and Spa is a 75-acre estate on the Hudson River complete with lodging, spa, farm-to-table restaurant, trails, animal sanctuary, and more. The Buttermilk Falls Inn has 18 rooms and eight carriage house suites that can accommodate a total of 50 guests. Henry's at the Farm is the onsite restaurant that creates American cuisine utilizing farm-fresh ingredients from a

nearby farm. The property hosts weddings and special events with both indoor and outdoor reception sites. Visitors to Buttermilk Inn and Spa can fully embrace the ambiance of the countryside through picturesque strolls through the grounds and visits to the gardens, orchards, and livestock barn.

Milton, NY has several nearby wineries, award-winning restaurants, the Culinary Institute of America, Walkway over the Hudson, and famous landmarks such as Franklin D. Roosevelt's home, the Vanderbilt Maine, and Storm King Art Center in Cornwall. Together these assets help to contribute to traveler spending in the region. As of 2018, Ulster County (where Milton, NY is located) accounted for 44% of the Catskill Region's tourism sales with $652 million in traveler spending. This spending supports nearly 9,500 jobs and $333 million in earnings throughout the county contributing to $43 million in local taxes and $45 million in state taxes. Between 2017 to 2018, travel spending increased by 11.3% in the Catskills region and by 11.0% in Ulster County.[13] According to Lensa, revenue for Buttermilk Falls Inn and Spa is estimated to be between $5 to $10 million annually. [14]

Buttermilk Inn and Spa is tied into the agricultural ecosystem in its community. Henry's at the Farm restaurant offers cuisine and cocktails utilizing fresh, and often daily delivered, ingredients from nearby organic farms including Coach Farm, Taliaferro Farms, John Fazio Farms, and Hepworth Farm. The inn works with local farmers and beekeepers to ensure proper care and practices are carried out to mutually benefit the larger agricultural ecosystem in the region. Buttermilk's onsite farm, Millstone Farm, is home to several rescued animals and works to provide the local knitting community with fibers and wools from the shearing of llamas and alpacas. The knitting community in return provides goods to be sold at the inn's gift shop.[15]

In 2020, the Buttermilk Falls Inn and Spa became a destination for regional travelers seeking an escape from COVID-19 related quarantine measures. The property remained a popular destination and increased cleaning protocols, which required bringing on additional staff.[16]

OMEGA INSTITUTE

Omega Institute is a nonprofit, educational organization dedicated to wellness and personal growth. Omega offers over 350 programs per year ranging from half-day seminars to 30-day residential programs. The Institute's Hudson Valley location in Rhinebeck, NY serves as a destination where over one million people have visited. While visitors attend on-site courses, they have access to the property's lodging, amenities, and food. Lodging is available on site and ranged from private cabins, shared cabins, dorms, tent cabins, and camping. Amenities include hiking trails, tennis, basketball, library, lake, yoga, tai chi, mediation, and movement classes. There are also commuter options for guests who chose to opt-out of meals and campus amenities.

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[13] *The Economic Impact of Tourism in New York*, 2018, Catskills Focus. Tourism Economics. https://greenecountyedc.com/wp-content/uploads/2019/10/NYS-Tourism-Impact-2018-Catskills-.pdf

[14] https://lensa.com/buttermilk-falls-inn-spa/jobs/c/62168ecd3903c03512e75f403d61ffe334bf8927

[15] *Buttermilk Falls a Dream Destination.* https://hvmag.com/buttermilk-falls-a-dream-destination/

[16] Foster, Abby. *COVID-19 Cripples Hudson Valley Tourism*. Updated December 10, 2020. https://www.chronogram.com/hudsonvalley/covid-19-cripples-hudson-valley-tourism/Content?oid=10575790

On site lodging ranges from $246/person per weekend for a campsite with a nearby bathhouse to $756/person for a weekend in a cabin with a private bath. Lodging is discounted for double occupancy. Guests are asked to bring their own sheets, sleeping bags, towels, and camping gear when staying in tent cabins or camping. There are options to rent sheets and towels on site. Lodging costs include meals and amenities but are separate from workshop tuition.

Omega Single & Double Tent Cabins

Source:Omega Institute

The Omega Institute is also home to the Omega Wellness Center which offers over 45 health and wellness services such as massage, facials, reflexology, acupuncture, reiki, etc. The Wellness Center is available to students as well as the public.

In 2014, Omega Institute commissioned Camoin 310 to conduct an economic and fiscal impact assessment of its operations. That assessment concluded that a total of $20 million in economic activity would occur in the Mid-Hudson Region because of the Institute, including spending both on and off-site, supporting 412 jobs, and $6.26 million in earnings. Accounting for indirect effects, the Institute supports a total of 474 jobs in the Mid-Hudson Region, earnings of approximately $8.7 million, and sales of nearly $29 million. Fiscally, Omega Institutes contributes to $1.2 million in property tax revenue and $335,000 in sales tax revenues to the Mid-Hudson Valley Region.[17]

According to the Omega Institutes' 2018 Annual Report, there were 23,000 in-person visitors to the Rhinebeck location indicating that visitation has remained similar from when the Camoin report was completed in 2014. Online presence is estimated at 2 million visitors and the Institute also provides $1 million in community engagement including scholarships, nonprofit retreat grants, and underwritten programs.

Knowing this impact, the CEO of Omega Institute is actively working to better leverage how the Institute spends its money to impact the local community. As an early pioneer in sustainability, yoga, and mediation, Omega has catalyzed change. The CEO has expressed a deep appreciation for the impact nonprofits have had on the region and the need to continue working with the nonprofit community to start dialogues on critical matters.[18] To ignite these efforts, the Omega Institute offers cash awards and grants for other nonprofits who share similar values to develop their organization through a retreat at Omega.

[17] Figures current as of 2014.

[18] Dunne, Allison. *Omega CEO Talks Economic Impact, Area Projects.* January 17, 2015. https://www.wamc.org/post/omega-ceo-talks-economic-impact-area-projects

GETAWAY EASTERN/WESTERN CATSKILLS

Getaway is a destination for travelers to unplug from their daily lives in private cabins across 14 major cities. Of these locations, they offer two in the Catskill Mountains in New York: Western Catskills (in Roscoe, NY) and Eastern Catskills (in Catskill, NY). The eastern location offers 65 cabins across 85 acres while the western location has 36 cabins on 69 acres. Cabins are complete with queen bed(s), heating and cooling, private bathrooms, kitchenettes, and outdoor space with campfire and picnic tables. Guests can purchase supplies on-site such as lighters, kingling logs, and snacks. The Getaway cabins are located near several hiking travels including Kaaterskill Falls, Huggins Lake, Trout Pond, and Pepacton Reservoir.

Nationally, campsites saw a 25% increase in bookings in July 2020 compared to July 2021, attributed to the COVID pandemic.[19] Similarly, these cabins in Greene County gained popularity in 2020, as socially distant opportunities for travelers to spend time in the woods while having the comfort of hotel-like amenities. Getaway Eastern Catskills saw a 148% increase in booking from March 2020 to October 2020.[20]

Getaway Western Catskills Cabin

Source: Getaway

The Catskills became a popular destination for New York City metro residents during the summer of 2020. Many fled to their second homes in the Hudson Valley and the Catskills, while others sought weekend trips to escape the city. According to CNBC, rental rates in the Hudson Valley more than tripled during the pandemic. [21] The steep demand is contributing to the region's tourism boom and additional lodging is anticipated to come online. Greene County's Executive Director stated, "I think we're all looking at the fact that smaller, family-type resorts within a drive from New York City are going to be in demand for some time to come."[22]

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[19] Firshein, Sarah. *To Many Travelers, 2020 was the Summer of 1965.* September 4, 2020. https://www.nytimes.com/2020/09/04/travel/to-many-travelers-2020-was-the-summer-of-1965.html

[20] Davenport, Emily. *Popular tiny cabin rental company to open new Catskills location this winter.* October 29, 2020. https://www.amny.com/news/getaway-new-catskills-location-this-winter/

[21] Frank, Robert. *Panicked wealthy fleeing the coronavirus drive up rental prices in the Hampton and Hudson Valley*. March 20, 2020. https://www.cnbc.com/2020/03/20/panicked-wealthy-fleeing-the-coronavirus-drive-up-rental-prices-in-the-hamptons-and-hudson-valley.html

[22] DeMasi, Michael. *New investment for old Catskills motor lodges.* September 18, 2020. https://www.bizjournals.com/albany/news/2020/09/18/new-investment-old-catskills-motor-lodges-greene.html

The Getaway organization and customer service work to highlight small businesses in their outpost communities and the impact of shopping at small businesses has on the communities and visitors. In their Catskills locations, Getaway highlights local writers/creators, bookstore/coffee shops, markets, ice cream shops, and restaurants/bars. Getaway also provides written guides to help visitors navigate and make the most of the local community, which leads visitors to a railway museum, brewery, and distillery. In addition to the information provided by Getaway, there are several travel blogs dedicated to visits to the Getaways that provide tips, tricks, and guidance on a trip to the Getaway cabins. These blogs combined with high online ratings help to entice future visitors.

ATTACHMENT A: WHAT IS ECONOMIC IMPACT ANALYSIS?

The purpose of conducting an economic impact study is to ascertain the total cumulative changes in employment, earnings, and output in a given economy due to some initial "change in final demand". To understand the meaning of "change in final demand", consider the installation of a new widget manufacturer in Anytown, USA. The widget manufacturer sells $1 million worth of its widgets per year exclusively to consumers in Canada. Therefore, the annual change in final demand in the United States is $1 million because dollars are flowing in from outside the United States and are therefore "new" dollars in the economy.

This change in final demand translates into the first round of buying and selling that occurs in an economy. For example, the widget manufacturer must buy its inputs of production (electricity, steel, etc.), must lease or purchase property and pay its workers. This first round is commonly referred to as the "Direct Effects" of the change in final demand and is the basis of additional rounds of buying and selling described below.

To continue this example, the widget manufacturer's vendors (the supplier of electricity and the supplier of steel) will enjoy additional output (i.e. sales) that will sustain their businesses and cause them to make additional purchases in the economy. The steel producer will need more pig iron and the electric company will purchase additional power from generation entities. In this second round, some of those additional purchases will be made in the US economy and some will "leak out". What remains will cause a third round (with leakage) and a fourth (and so on) in ever-diminishing rounds of industry-to-industry purchases. Finally, the widget manufacturer has employees who will naturally spend their wages. Again, those wages spent will either be for local goods and services or will "leak" out of the economy. The purchases of local goods and services will then stimulate other local economic activity. Together, these effects are referred to as the "Indirect Effects" of the change in final demand.

Therefore, the total economic impact resulting from the new widget manufacturer is the initial $1 million of new money (i.e. Direct Effects) flowing in the US economy, plus the Indirect Effects. The ratio of Total Effects to Direct Effects is called the "multiplier effect" and is often reported as a dollar-of-impact per dollar-of-change. Therefore, a multiplier of 2.4 means that for every dollar ($1) of change in final demand, an additional $1.40 of indirect economic activity occurs for a total of $2.40.

Key information for the reader to retain is that this type of analysis requires rigorous and careful consideration of the geography selected (i.e. how the "local economy" is defined) and the implications of the geography on the computation of the change in final demand. If this analysis wanted to consider the impact of the widget manufacturer on the entire North American continent, it would have to conclude that the change in final demand is zero and therefore the economic impact is zero. This is because the $1 million of widgets being purchased by Canadians is not causing total North American demand to increase by $1 million. Presumably, those Canadian purchasers will have $1 million less to spend on other items and the effects of additional widget production will be cancelled out by a commensurate reduction in the purchases of other goods and services.

Changes in final demand, and therefore Direct Effects, can occur in a number of circumstances. The above example is easiest to understand: the effect of a manufacturer producing locally but selling globally. If, however, 100% of domestic demand for a good is being met by foreign suppliers (say, DVD players being imported into the US from Korea and Japan), locating a manufacturer of DVD players in the US will cause a change in final demand because all of those dollars currently leaving the US economy will instead remain. A situation can be envisioned whereby a producer is serving both local and foreign demand, and an impact analysis would have to be careful in calculating how many "new" dollars the producer would be causing to occur domestically.

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ECONOMIC DEVELOPMENT

EXHIBIT D

RECEIVED DOVER TOWN CLERK'S OFFICE
By Bonnie Franks at 9:55 am, Mar 07, 2023

Town of Dover Planning Board

Town of Dover
126 East Duncan Hill Road
Dover Plains, NY 12522

(845) 832-6111 ext. 100

RESOLUTION ADOPTING A SEQRA DETERMINATION OF SIGNIFICANCE (NEGATIVE DECLARATION)

Harlem Valley Homestead

Date: March 6, 2023 Property Address: 132-147 Old Forge Road

WHEREAS, the Applicant, Harlem Valley Homestead LLC, has submitted an application for subdivision, special use permit, site plan, architectural review board and erosion and sediment control permit approvals to establish a Country Inn/Conference Center use consisting of an agricultural/education center, farm stay lodging, educational workshops, retreats, and events on property located at 132-147 Old Forge Road (the "Project"); and

WHEREAS, the parcels involved in this application are identified as tax nos. 7160-00-981478, 7260-00-062777, -089448, -123597, -089448, and -167790 (the "Site"), and are located in the Rural District ("RU") and Resource Conservation ("RC") Zoning Districts; partially within the Flood Plain, Stream Corridor, and Aquifer Overlay Districts; and partially within New York State Agricultural District 23; and

WHEREAS, the Project would support an existing and active agricultural use on the Property; and

WHEREAS, the Project includes the widening/paving of portions of Old Forge Road as well as the reconfiguration of the Old Forge Road / Route 55 intersection; and

WHEREAS, the Project is depicted on, among other things, the following submissions from the applicant:

- Site Plan Drawings by Insite Engineering, Surveying, and Landscape Architecture P.C. last dated September 30, 2022 (the "Site Plan Set")
- Master Plan Drawings by Insite Engineering, Surveying and Landscape Architecture P.C. dated September 30, 2022
- A Sketch Plan entitled, "Proposed Lot Line Change prepared for Nonno's Garden, LLC", prepared by Insite Engineering, Surveying & Landscape Architecture, P.C.,, dated October 14, 2020 (the "Subdivision Plat")
- Full Environmental Assessment Form (FEAF) Part 1 by Insite Engineering, Surveying and Landscape Architecture P.C. dated September 30, 2022.
- FEAF Part 2 initial draft by Insite Engineering, Surveying and Landscape Architecture P.C.

COPY

- SEQRA FEAF Narrative by Insite Engineering, Surveying and Landscape Architecture P.C. dated September 30, 2022 with the following appendices:
    - Exhibit 1: Site Plan Drawings by Insite Engineering, Surveying, and Landscape Architecture P.C. last dated September 30, 2022
    - Exhibit 2: Master Plan Drawings by Insite Engineering, Surveying and Landscape Architecture P.C. dated September 30, 2022.
    - Exhibit 3: Stormwater Pollution Prevention Plan dated September 30, 2022
    - Exhibit 4: Preliminary Wastewater Engineer's Report dated September 30, 2022
    - Exhibit 5: Preliminary Water Facilities Engineer's Report dated September 30, 2022
    - Exhibit 6: DCDB&CH submission from April 18, 2022, and subsequent comment letter dated June 20, 2022.
    - Exhibit 7: Aquifer Compliance Letter from Insite Engineering Surveying and Landscape Architecture P.C. dated February 11, 2021.
    - Exhibit 8: Phase 1 and Phase 2 Bog Turtle Survey by Jason Tesauro dated July 13, 2017
    - Exhibit 9: Threatened and Endangered Species Report by Ecological Solutions LLC dated May 10, 2021
    - Exhibit 10: Phase 1 and Phase 2 Bog Turtle Habitat and Presence/Absence Survey by North County Ecological Services, Inc. dated June 30, 2021
    - Exhibit 11: Phase 1 Bog Turtle Habitat Evaluation Report by North County Ecological Services, Inc. dated June 3, 2022
    - Exhibit 12: NYSDEC Submission dated July 5, 2022 with comments from the NYSDEC in an email dated August 31, 2022
    - Exhibit 13: Architectural Drawings by KG+D Architects, P.C. dated June 3, 2022.
    - Exhibit 14: Viewsheds by KG+D Architects, P.C.
    - Exhibit 15: Viewshed Study by Insite Engineering, Surveying, and Landscape Architecture P.C. dated February 11, 2021
    - Exhibit 16: Tracker Archaeology conducted a Phase 1A & Phase 1B and submitted to New York State Parks, Recreation and Historic Preservation Office (SHPO) via the CRIS website on July 23, 2019. The response letter dated August 6, 2019 for aforementioned submission from New York State Parks, Recreation and Historic Preservation (SHPO) was submitted to the Town of Dover Planning Board on October 14, 2020 stating "the planned project will have No Adverse Effect".
    - Exhibit 17: A SHPO package including an Addendum Phase IB archaeological survey was submitted via the CRIS website on September 14, 2020. The response letter dated October 19, 2020 for aforementioned submission from New York State Parks, Recreation and Historic Preservation (SHPO) was submitted to the Town of Dover

Planning Board on December 16, 2020 stating "we have no further archaeological concerns regarding the addendum area."
    - Exhibit 18: SHPO submission on June 3, 2022 with response letter stating No Adverse Impact dated June 27, 2022
    - Exhibit 19: Traffic Evaluation by Creighton Manning revised September 30, 2022
    - Exhibit 20: Old Forge Roadway Improvement Plan by Creighton Manning dated September 2022.
    - Exhibit 21: NYSDOT submission by Creighton Manning submitted on February 18, 2022.
    - Exhibit 22: NYSDOT submission by Creighton Manning submitted on September 26, 2022.
    - Exhibit 23: Special Event Management plan by Creighton Manning dated September 30, 2022
    - Exhibit 24: Emergency Action Plan by Harlem Valley Homestead submitted by Applicant to Donn Anderson/Building Inspector on September 20, 2022. Included in the response letter to Harlem Valley Homestead by Donn Anderson dated September 26, 2022 and a response letter to Donn Anderson by Joseph Berger, P.E. dated September 26, 2022.
    - Exhibit 25: Sound Study by VHB Engineering, Surveying, Landscape Architecture and Geology dated September 30, 2022.
    - Exhibit 26: Lighting Plans by Goldstick Lighting Design, Ltd., revised September 30, 2022.
- Cuddy & Feder LLP Letter of January 30, 2023 with the following appendices:
    - Exhibit A: Wood Furnace Specifications from Central Boiler (since withdrawn).
    - Exhibit B: Site Diagram entitled "Building Location Plan" prepared by KG&D Architects PC, dated June 3, 2022, and last revised January 30, 2023.
    - Exhibit C: A Stormwater Pollution Prevention Plan Addendum prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., and dated January 30, 2023

WHEREAS, agricultural uses are permitted in the RU and RC Zoning Districts; and

WHEREAS, Country Inn/Conference Center uses are permitted in the RU and RC Zoning Districts subject to issuance of a special permit by the Planning Board; and

WHEREAS, the Project proposes to physically disturb approximately 25 acres of land; and

WHEREAS, in accordance with the State Environmental Quality Review Act ("SEQRA") the applicant submitted a FEAF, dated December 15, 2020, and a revised FEAF dated September 30, 2022; and

WHEREAS, pursuant to 6 NYCRR § 617.4(b)(6)(i), an activity, other than the construction of residential facilities, that involves the physical alteration of 10 or more acres constitutes a Type I action under SEQRA; and

WHEREAS, on January 4, 2021, the Planning Board, after conducting a preliminary review of the FEAF and application materials, classified the Project as a Type I action and circulated notice of its intent to serve as lead agency in a coordinated SEQRA review, to which no other agency objected; and

WHEREAS, on October 27, 2022, the Project was referred to the Dutchess County Department of Planning and Development pursuant to Section 239-m of the General Municipal Law, which responded on December 5, 2022 that it was a matter of local concern with comments; and

WHEREAS, the Planning Board held duly noticed public hearings on the Project on September 20, 2021, October 4, 2021, November 15, 2021, December 5, 2022, January 23, 2023 and February 6, 2023, during which time the public has had the opportunity to testify and provide written comments for the Planning Board's consideration; and

WHEREAS, the Planning Board continued the public hearing on the subdivision to March 6, 2023; and

WHEREAS, there is an extensive environmental record before the Planning Board, including reports prepared by the Applicant's consultants, the Board's consultants, and public testimony; and

WHEREAS, the Planning Board has considered the criteria contained in 6 NYCRR 617.7, Parts 2 and 3 of the FEAF, and thoroughly analyzed all identified relevant areas of environmental concern, as set forth in the narrative accompanying Part 3 of the FEAF.

NOW, THEREFORE, BE IT RESOLVED, that, for the reasons set forth in Parts 2 and 3 of the FEAF and the extensive environmental record for the Project, which are incorporated herein, the Planning Board hereby issues a negative declaration, determining that the Project will not result in any significant adverse environmental impacts and that a Draft Environmental Impact Statement will not be prepared.

BE IT FURTHER RESOLVED, that the Secretary to the Planning Board is hereby directed to file a copy of the resolution with the Town Clerk, the Environmental Notice Bulletin, all interested and involved agencies, and any person who has requested a copy, and to make all other filings required by law.

Date: March 6, 2023

Moved by: Member LaRobardier Seconded by: Member Sedor

Ryan Courtien, Chair	**aye**
Valerie LaRobardier	**aye**
Tom Holmes	**aye**
Tamar Roman	**absent**
William Sedor	**aye**
Michael Villano	**aye**
Henry Williams	**absent**

Ryan Courtien, Planning Board Chair

Involved and Interested Agencies:
Appalachian Trail Conservancy
Town of Sherman, Connecticut
Town of Dover Town Board
Town of Dover Highway Department
J.H. Ketcham Hose Company
Dutchess County Sheriff's Department
Dutchess County Department of Behavioral and Community Health
Dutchess County Department of Planning and Development
Dutchess County Water and Wastewater Authority
Dutchess County Industrial Development Agency
Dutchess County Department of Public Works
New York State Department of Transportation
New York State Department of Environmental Conservation
New York State Office of Parks, Recreation, and Historic Preservation

COPY

EXHIBIT E

ParcelAccess | Property Details

FINAL ROLL

Parcel Number
132600-7260-00-062777-0000

Parcel Location
Old Forge Rd

Municipality
Dover

Owner Name
Nonno's Garden LLC *(P)*

Primary Owner Mailing Address
PO Box 540205
Houston, TX 77254

Parcel Details

Lot Size (acres):	60.4 Ac	**Split Town:**	-
Filed Map:	-	**Agri. District:**	21
File Lot #:	-	**School District:**	(132602) Dover Union Free SD
Land Use Class:	(105) Vac farmland		

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$90,400	$90,400	$61,270	$61,270	$61,270	$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
-	1 (Taxable)	34.5	$262,000

Tentative Roll:	Final Roll:	Valuation Date:
5/1/2024	7/1/2024	7/1/2023

Last Sale / Transfer

Sale Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$575,000	9/1/2016	22016	6654	E	1

Site Information

Site 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:
(1) None	(1) None	(2) Typical	RU	-

Special District Information

Special District: DF005

Special District Name:	Primary Units:	Ad Valorem Value:
Dover Fire Prot	0	$90,400

Exemption Information

Exemption: 41720

Exemption Name:	Amount:

AG In District	$29,130

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

***Please see the Dutchess County Zoning Map for the most up-to-date zoning information.**

This report was produced using ParcelAccess on 9/17/2024. Developed and maintained by OCIS - Dutchess County, NY.

ParcelAccess | Property Details

FINAL ROLL

Parcel Number
132600-7260-00-123597-0000

Parcel Location
132 Old Forge Rd

Municipality
Dover

Owner Name
Nonno's Garden LLC *(P)*

Primary Owner Mailing Address
PO Box 540205
Houston, TX 77254

Parcel Details

Lot Size (acres):	100 Ac.	**Split Town:**	-
Filed Map:	-	**Agri. District:**	21
File Lot #:	-	**School District:**	(132602) Dover Union Free SD
Land Use Class:	(280) Res Multiple		

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$152,000	$700,700	$649,840	$649,840	$649,840	$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
-	1 (Taxable)	34.5	$2,031,000

Tentative Roll:	Final Roll:	Valuation Date:
5/1/2024	7/1/2024	7/1/2023

Last Sale / Transfer

Sale Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$1,980,000	3/4/2016	22016	1969	E	1

Site Information

Site 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:
(2) Private	(2) Private	(2) Typical	RU Y	-

Site 2

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:
(2) Private	(2) Private	(2) Typical	RU Y	-

Site 3

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:
(2) Private	(2) Private	(2) Typical	RU Y	-

Site 4

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:

(2) Private	(2) Private	(2) Typical	RU Y	-

Residential Building Information

Site 1

Year Built:	Year Remodeled:	Building Style:	No. Stories:	SFLA:	Overall Condition:
1800	2014	(08) Old style	2	3,688	(3) Normal
No. Bedrooms:	**No. Full Baths:**	**No. Half Baths:**	**No. Kitchens:**	**No. Fireplaces:**	**Basement Type:**
4	4	0	2	0	(4) Full
Central Air:	**Heat Type:**	**Fuel Type:**	**First Story:**	**Second Story:**	**Additional Story:**
No	(3) Hot wtr/stm	(4) Oil	1,948	1,740	0
Half Story:	**3/4 Story:**	**Fin. Over Garage:**	**Fin. Attic:**	**Unfin. Half Story:**	**Unfin. 3/4 Story:**
0	0	0	0	0	0
Fin. Basement:	**Fin. Rec Room:**	**No. Rooms:**	**Grade:**	**Grade Adj. Pct.:**	
0	0	10	(B) Good	110	

Site 2

Year Built:	Year Remodeled:	Building Style:	No. Stories:	SFLA:	Overall Condition:
1970	-	(04) Cape cod	1.5	756	(3) Normal
No. Bedrooms:	**No. Full Baths:**	**No. Half Baths:**	**No. Kitchens:**	**No. Fireplaces:**	**Basement Type:**
1	1	0	1	0	(1) Slab/pier
Central Air:	**Heat Type:**	**Fuel Type:**	**First Story:**	**Second Story:**	**Additional Story:**
No	(4) Electric	(3) Electric	504	0	0
Half Story:	**3/4 Story:**	**Fin. Over Garage:**	**Fin. Attic:**	**Unfin. Half Story:**	**Unfin. 3/4 Story:**
252	0	0	0	0	0
Fin. Basement:	**Fin. Rec Room:**	**No. Rooms:**	**Grade:**	**Grade Adj. Pct.:**	
0	0	3	(C) Average	100	

Site 3

Year Built:	Year Remodeled:	Building Style:	No. Stories:	SFLA:	Overall Condition:
1940	1968	(01) Ranch	1	1,068	(3) Normal
No. Bedrooms:	**No. Full Baths:**	**No. Half Baths:**	**No. Kitchens:**	**No. Fireplaces:**	**Basement Type:**
3	1	0	1	1	(3) Partial
Central Air:	**Heat Type:**	**Fuel Type:**	**First Story:**	**Second Story:**	**Additional Story:**
No	(3) Hot wtr/stm	(4) Oil	1,068	0	0
Half Story:	**3/4 Story:**	**Fin. Over Garage:**	**Fin. Attic:**	**Unfin. Half Story:**	**Unfin. 3/4 Story:**
0	0	0	0	0	0
Fin. Basement:	**Fin. Rec Room:**	**No. Rooms:**	**Grade:**	**Grade Adj. Pct.:**	
0	0	4	(C) Average	100	

Site 4

Year Built:	Year Remodeled:	Building Style:	No. Stories:	SFLA:	Overall Condition:
1977	-	(09) Cottage	1	700	(3) Normal
No. Bedrooms:	**No. Full Baths:**	**No. Half Baths:**	**No. Kitchens:**	**No. Fireplaces:**	**Basement Type:**
2	1	0	1	0	(1) Slab/pier

Central Air:	Heat Type:	Fuel Type:	First Story:	Second Story:	Additional Story:
No	(2) Hot air	(4) Oil	700	0	0
Half Story:	**3/4 Story:**	**Fin. Over Garage:**	**Fin. Attic:**	**Unfin. Half Story:**	**Unfin. 3/4 Story:**
0	0	0	0	0	0
Fin. Basement:	**Fin. Rec Room:**	**No. Rooms:**	**Grade:**	**Grade Adj. Pct.:**	
0	0	4	(D) Economy	0	

Improvements

Site 1, Improvement 1

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(RP4) Porch-enclsd	0	0	1
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1960	(3) Normal	C	48

Site 1, Improvement 2

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(RP2) Porch-coverd	0	0	1
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1960	(3) Normal	C	280

Site 1, Improvement 3

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FC1) Shed-machine	0	0	1
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1930	(3) Normal	C	1,008

Site 1, Improvement 5

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FB7) Barn-pole	0	0	0
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1920	(3) Normal	C	1,332

Site 1, Improvement 6

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FB4) Barn-1.0 gen	0	0	0
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1920	(3) Normal	C	728

Site 1, Improvement 7

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FB6) Barn-2.0 gen	0	0	0
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1920	(3) Normal	C	1,232

Site 1, Improvement 8

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FB4) Barn-1.0 gen	0	0	0

Year Built:	Condition:	Grade:	Sq. Ft.:
1920	(3) Normal	C	936

Site 1, Improvement 9

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FB4) Barn-1.0 gen	0	0	0
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1925	(3) Normal	C	2,160

Site 1, Improvement 10

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FB4) Barn-1.0 gen	0	0	0
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1925	(3) Normal	C	350

Site 1, Improvement 12

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(RG4) Gar-1.0 det	0	0	1
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1925	(2) Fair	D	440

Site 1, Improvement 13

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FB4) Barn-1.0 gen	0	0	1
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1925	(3) Normal	C	1,260

Site 1, Improvement 15

Structure Code:	Dim. 1:	Dim. 2:	Quantity:
(FC1) Shed-machine	0	0	1
Year Built:	**Condition:**	**Grade:**	**Sq. Ft.:**
1930	(3) Normal	C	600

Special District Information

Special District: DF005

Special District Name:	Primary Units:	Ad Valorem Value:
Dover Fire Prot	0	$700,700

Exemption Information

Exemption: 41720

Exemption Name:	Amount:
AG In District	$50,860

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***Please see the Dutchess County Zoning Map for the most up-to-date zoning information.**

This report was produced using ParcelAccess on 9/17/2024. Developed and maintained by OCIS - Dutchess County, NY.

ParcelAccess | Property Details

FINAL ROLL

Parcel Number
132600-7160-00-981478-0000

Parcel Location
Old Forge Rd

Municipality
Dover

Owner Name
Anra's Nest LLC *(P)*

Primary Owner Mailing Address
PO Box 540205
Houston, TX 77254

Parcel Details

Lot Size (acres):	11.44 ac (s)	**Split Town:**	-
Filed Map:	12347	**Agri. District:**	21
File Lot #:	1	**School District:**	(132602) Dover Union Free SD
Land Use Class:	(105) Vac farmland		

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$48,000	$48,000	$47,320	$47,320	$47,320	$0
Tax Code:	**Roll Section:**	**Uniform %:**	**Full Market Value:**		
-	1 (Taxable)	34.5	$139,100		
Tentative Roll:	**Final Roll:**	**Valuation Date:**			
5/1/2024	7/1/2024	7/1/2023			

Last Sale / Transfer

Sale Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$430,000	2/17/2016	22016	1685	J	2

Site Information

Site 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:
(1) None	(1) None	(2) Typical	RC	-

Special District Information

Special District: DF005

Special District Name:	Primary Units:	Ad Valorem Value:
Dover Fire Prot	0	$48,000

Exemption Information

Exemption: 41720

Exemption Name:	Amount:

AG In District	$680

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This report was produced using ParcelAccess on 9/17/2024. Developed and maintained by OCIS - Dutchess County, NY.

ParcelAccess | Property Details

FINAL ROLL

Parcel Number
132600-7260-00-089448-0000

Parcel Location
30 Old Forge Rd

Municipality
Dover

Owner Name
Anra's Nest LLC *(P)*

Primary Owner Mailing Address
PO Box 540205
Houston, TX 77254

Parcel Details

Lot Size (acres):	75.08 ac (s)	**Split Town:**	-
Filed Map:	12347	**Agri. District:**	21
File Lot #:	2	**School District:**	(132602) Dover Union Free SD
Land Use Class:	(105) Vac farmland		

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$131,300	$131,300	$105,660	$105,660	$105,660	$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
-	1 (Taxable)	34.5	$380,600

Tentative Roll:	Final Roll:	Valuation Date:
5/1/2024	7/1/2024	7/1/2023

Last Sale / Transfer

Sale Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$430,000	2/17/2016	22016	1685	J	2

Site Information

Site 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:
(1) None	(1) None	(2) Typical	RC	-

Special District Information

Special District: DF005

Special District Name:	Primary Units:	Ad Valorem Value:
Dover Fire Prot	0	$131,300

Exemption Information

Exemption: 41720

Exemption Name:	Amount:

AG In District	$25,640

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This report was produced using ParcelAccess on 9/17/2024. Developed and maintained by OCIS - Dutchess County, NY.

ParcelAccess | Property Details

FINAL ROLL

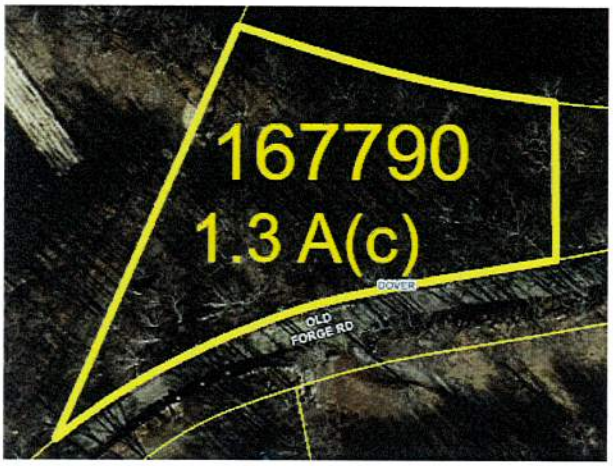
Parcel Number
132600-7260-00-167790-0000

Parcel Location
Old Forge Rd

Municipality
Dover

Owner Name
Nonno's Garden LLC *(P)*

Primary Owner Mailing Address
PO Box 540205
Houston, TX 77254



Parcel Details

Lot Size (acres):	1.3 Ac (C)	**Split Town:**	-
Filed Map:	-	**Agri. District:**	21
File Lot #:	-	**School District:**	(132602) Dover Union Free SD
Land Use Class:	(311) Res vac land		

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$18,900	$18,900	$18,900	$18,900	$18,900	$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
-	1 (Taxable)	34.5	$54,800

Tentative Roll:	Final Roll:	Valuation Date:
5/1/2024	7/1/2024	7/1/2023

Last Sale / Transfer

Sale Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$47,000	5/14/2018	22018	4306	J	1

Site Information

Site 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code: *	Used As:
(1) None	(1) None	(2) Typical	RU	-

Special District Information

Special District: DF005

Special District Name:	Primary Units:	Ad Valorem Value:
Dover Fire Prot	0	$18,900

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FINAL AUTHORIZING RESOLUTION
(Harlem Valley Homestead 2024 Project)

At a regular meeting of the Dutchess County Industrial Development Agency (the "Agency") convened in public session at 8:00 a.m., local time at Three Neptune Road, Poughkeepsie, New York on the 13th day of November, 2024, the following members of the Agency were:

PRESENT: Timothy Dean, Chairman
Mark Doyle, Vice Chairman
Alfred D. Torreggiani
Ronald J. Piccone, II
Amy L. Bombardieri
Deirdre A. Houston

ABSENT: Kathleen M. Bauer, Secretary/Treasurer

ALSO PRESENT: Sarah Lee, Executive Director (via Zoom)
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of title to, or a leasehold interest in, a certain industrial development facility (Harlem Valley Homestead 2024 Project) and the leasing of the facility as more particularly described below:

RESOLUTION OF THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, RECONSTRUCTION, REPAIR, RENOVATION, INSTALLATION, FURNISHING AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR NONNO'S GARDEN, LLC, ANRA'S NEST, LLC AND HARLEM VALLEY HOMESTEAD LLC AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively, the "**Act**"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, NONNO'S GARDEN, LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594, on behalf of itself and/or the principals of NONNO'S GARDEN, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**Nonno's Garden, LLC**") and ANRA'S NEST, LLC, a Delaware

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Attorneys at Law
Seven Broad Street
P.O. Box 390
Pawling, New York
12564-0390
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limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594. on behalf of itself and/or the principals of ANRA'S NEST, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**Anra's Nest, LLC**", and together with Nonno's Garden LLC, the "**Companies**"), and HARLEM VALLEY HOMESTEAD LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594, on behalf of itself and/or the principals of HARLEM VALLEY HOMESTEAD LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Sublessee**"), have submitted an application to the Agency requesting the Agency provide certain "financial assistance" (within the meaning of the Act) with respect to the Facility (hereinafter defined), including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "**Financial Assistance**") in connection with the following:

(A) the acquisition of approximately 247.99 acres on five parcels of land all located in the Town of Dover, Dutchess County, New York, more particularly described as follows (collectively, the "**Land**"):

i. an approximately 60.3-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-062777-0000;
ii. an approximately 100-acre parcel located at 132 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-123597-0000;
iii. an approximately 1.17-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-167790-0000;
iv. an approximately 11.44-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7160-00-981478-0000; and
v. an approximately 75.08-acre parcel located at 30 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-089448-0000; and

(B) the renovation of approximately 14,600 square feet within seven (7) buildings (the existing farmhouse, the three-barn complex (Gathering Barn, Farm Store and Propagation House), and Horse Barn, minor renovations of the Old Hill Barn, and Library) located on a portion of the Land (Tax Map No. 132600-7260-00-123597-0000) and approximately 71,400 square feet of new construction comprised of 25 +/- Buildings to include 42 lodging guest units consisting of four types of lodging including seasonal cabins, year-round cabins, suites located within the Farmhouse, traditional hotel-style, and as well as the construction of a new Homestead House, Hospitality Hub, Spa, Sauna, and Pond Dock located on a portion of the Land (Tax Map Nos. 132600-7260-00-123597-0000 and 132600-7260-00-062777-0000) (the "**Improvements**") and the acquisition and installation of certain equipment and personal property, not part of the Equipment (hereinafter defined) (the "**Facility Equipment**"; and together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee; and

(C) the acquisition and installation of certain equipment and personal property (the "**Equipment**"; and together with the Company Facility, the "**Facility**"), which Equipment is to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as a farm and agritourism resort (the "**Project**"); and

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Attorneys at Law
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P.O. Box 390
Pawling, New York
12564-0390
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WHEREAS, the Project includes the following, as they relate to the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing, equipping, and completion of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, improvement, reconstruction, repair, and renovation of the Facility; and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, improvement, reconstruction, repair and renovation of the Facility and installation of the equipment; and

WHEREAS, the Agency by resolution duly adopted on October 9, 2024 (the "**Preliminary Resolution**"), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to certain Company Lease Agreements, dated as of November 1, 2024, or such other date as the Chairman or the Executive Director of the Agency and counsel to the Agency shall agree (the "**Company Leases**"), by and between each of the Companies and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Equipment Bill of Sale, dated the Closing Date (the "**Equipment Bill of Sale**"), from the Sublessee to the Agency; and

WHEREAS, the Agency will sublease and lease the Company Facility to the Companies pursuant to certain Lease and Project Agreements, dated as of November 1, 2024, or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Lease Agreements**"), by and between the Agency and each of the Companies; and

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of November 1, 2024 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee; and

WHEREAS, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of November 1, 2024, or such other date as may be determined by the Chairman or Executive Director of the Agency and counsel to the Agency (the "**Agency Compliance Agreement**"), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Companies and the Sublessee consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an amount not to exceed $2,340,000 in connection with the purchase or lease of equipment, building materials, services or other personal property with the respect to the Facility; (ii) exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $30,000,000 in connection with the Project Work; and (iii) abatement of real property taxes on the Facility as set forth in the PILOT Schedule attached as Exhibit A hereof; and

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Pawling, New York
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WHEREAS, although the Facility is used in making retail sales to customers who visit the Facility and would be considered a "retail facility", based upon the representations and warranties of the Companies, the Sublessee and counsel to the Companies and Sublessee and the application materials submitted by the Companies and the Sublessee, and the unique nature of the Facility as a farm and agrotourism resort, the Facility will be a tourism destination as described in §862(2)(a) of the Act and therefore the Facility is not subject to the prohibitions on providing financial assistance to retail facilities; and

WHEREAS, in compliance with §859-a of the Act, the Agency on November 12, 2024, held a public hearing on the grant of financial assistance as set forth herein following publication in the *Poughkeepsie Journal* on October 30, 2024 of a notice of the public hearing; and

WHEREAS, the Companies and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Companies and the subleasing to the Sublessee.

NOW, THEREFORE, BE IT RESOLVED, by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. Reserved.

Section 2. The Agency hereby finds and determines:

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

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The public hearing held by the Agency on November 12, 2024, concerning the grant of Financial Assistance as set forth herein and the nature and location of the Facility was duly held in accordance with the laws of the State of New York, including but not limited to the giving of public notice of the meeting a reasonable time before the meeting and affording a reasonable opportunity for persons with differing views to be heard on Agency's providing the financial assistance contemplated herein and the location and nature of the Facility; and

(d) The Project Work and the leasing of the Facility to the Companies will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Dutchess County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(e) Although the Facility is used in making retail sales to customers who visit the Facility and would be considered a "retail facility", based upon the representations and warranties of the Companies, the Sublessee and counsel to the Companies and Sublessee and the

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application materials submitted by the Companies and the Sublessee, and the unique nature of the Facility as a farm and agrotourism resort, the Facility will be a tourism destination as described in §862(2)(a) of the Act and therefore the Facility is not subject to the prohibitions on providing financial assistance to retail facilities; and

(f) The Project will serve the Agency's public purposes as set forth in the Act by preserving or increasing the number of permanent, private sector jobs in Dutchess County and the State of New York; and

(g) Based upon representations of the Companies and the Sublessee and counsel to the Companies and Sublessee, the Facility conforms with the local zoning laws and planning regulations of Dutchess County and all regional and local land use plans for the area in which the Facility is located; and

(h) It is desirable and in the public interest for the Agency to approve the requested Financial Assistance for this Project; and

(i) The Company Leases will be effective instruments whereby the Companies each lease their respective interests in the Land and Improvements to the Agency; and

(j) The Lease Agreements will be effective instruments whereby: (1) the Agency leases and subleases the Company Facility to the Companies; (2) the Agency and the Companies set forth the terms and conditions of their agreement regarding payments-in-lieu of real property taxes; (3) the Companies agree to comply with all Environmental Laws (as defined in the Lease Agreements) applicable to the Company Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and (4) the Agency and the Companies set forth the circumstances in which the Agency may recapture some or all of the benefits granted to the Companies in the event any enumerated Recapture Event (as defined in the Lease Agreements) occurs; and

(k) The Equipment Lease Agreement will be an effective instrument whereby the Agency leases the Equipment to the Sublessee; and

(l) The Agency Compliance Agreement will be an effective instrument whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and Improvements from the Companies pursuant to the Company Leases, (ii) execute, deliver and perform the Company Leases, (iii) sublease and lease the Company Facility to the Companies pursuant to the Lease Agreements, (iv) execute, deliver and perform the Lease Agreements, (v) lease the Equipment to the Sublessee pursuant to the Equipment Lease Agreement, (vi) enter into the Agency Compliance Agreement with the Sublessee, and (vii) execute, deliver and perform the Equipment Lease Agreement and the Agency Compliance Agreement.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibits A and B, respectively, to the Lease Agreements, and to do

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all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5. The form and substance of the Company Leases, the Lease Agreements, the Equipment Lease Agreement and the Agency Compliance Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 6. Recapture Provisions. The Agency has retained certain recapture rights under the terms and conditions of the Lease Agreements and the Equipment Lease Agreement, respectively, upon the occurrence of a Recapture Event as defined therein. Section 5.4 of the Lease Agreements relating to recapture rights by the Agency against the Companies is attached hereto and made a part hereof as Exhibit B. Section 5.2 of the Equipment Lease Agreement relating to recapture rights by the Agency against the Sublessee is attached hereto and made a part hereof as Exhibit C.

Section 7. Based upon the representations and warranties made by the Companies and the Sublessee in the Application, the Agency hereby authorizes and approves the following economic benefits to be granted to the Companies and the Sublessee in connection with the Project Work in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed $2,340,000 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility; (ii) exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $30,000,000, in connection with the financing of the acquisition, construction, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing, renovating and equipping of the Facility; and (iii) abatement of real property taxes (as set forth in the PILOT Schedules attached as Exhibits A-1 and A-2 hereof). The Agency agrees to consider any requests by the Companies or the Sublessee for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services, and, to the extent required, the Agency authorizes and conducts any supplemental public hearing(s).

Section 8. Subject to (i) execution of the Agency Documents by the Companies and the Sublessee and (ii) the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Facility satisfactory to the Agency, the Agency hereby authorizes the Companies and the Sublessee to proceed with the Project Work and appoints the Companies and the Sublessee as the true and lawful agents of the Agency.

Section 9.

(a) The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Company Leases, the Lease Agreements, the Equipment Lease Agreement, the Agency Compliance Agreement (including any Mortgages and accompanying Assignments of Leases and Rents and any other financing documents reasonably approved as to form and substance by the Executive Director and counsel to the Agency), all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, any

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member of the Agency or the Executive Director shall approve, and such other related documents as may be, in the judgment of the Executive Director and Agency Counsel necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, any member of the Agency and the Executive Director of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreements). The Agency hereby appoints each Member of the Agency and Agency Counsel to serve as an Assistant Secretary of the Agency for purposes of this transaction.

Section 10. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 11. This resolution shall take effect immediately.

This resolution was duly moved by Amy L. Bombardieri, seconded by Alfred D. Torreggiani, discussed and adopted with the following members voting:

Timothy Dean, Chairman	VOTING	"Aye"
Mark Doyle, Vice Chairman	VOTING	"Aye"
Kathleen M. Bauer, Secretary/Treasurer	being	ABSENT
Alfred D. Torreggiani	VOTING	"Aye"
Ronald J. Piccone, II	VOTING	"Aye"
Amy L. Bombardieri	VOTING	"Aye"
Deirdre A. Houston	VOTING	"Aye"

Adopted: November 13, 2024

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

I, the undersigned Assistant Secretary of the Dutchess County Industrial Development Agency, **DO HEREBY CERTIFY**:

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on November 13, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 13th day of November, 2024.

Name: Ronald J. Piccone II
Title: Assistant Secretary

[SEAL]

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EXHIBIT A-1

PILOT SCHEDULE – NONNO'S GARDEN, LLC

Formula for Payments-In-Lieu-of-Taxes ("**PILOTs**"): Town of Dover (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Dover Union Free School District, Dutchess County and Special Districts (collectively the "**Taxing Jurisdictions**").

Section 1 - Definitions: In this PILOT Schedule, the following terms shall have the meanings specified as follows, unless the context otherwise requires:

"PILOT" shall mean the payment-in-lieu-of-taxes required hereunder to be paid by the Company to the Agency. The PILOTs are more particularly described as follows:

"Annual PILOT" shall mean the sum of the County PILOT and the Town PILOT due hereunder in a PILOT year.

"Apportioned Share of the Annual PILOT" shall mean the percentage of each Annual PILOT each Taxing Jurisdiction is entitled to receive, to be determined ratably using the ratio that the Taxing Jurisdiction's tax rate bears to the total tax rate of all of the Taxing Jurisdictions, using the tax rates from the year prior to the Taxable Status Date. The Special District PILOTs shall not be apportioned but shall be billed with the Annual PILOT invoice. The School District PILOT shall not be apportioned but shall be calculated, billed and paid separately.

"County PILOT" shall mean the Dutchess County's Apportioned Share of the Annual PILOT due on February 28 of each year.

"School District PILOT" shall mean the PILOT for the Dover Union Free School District due on October 1 of each year.

"Town PILOT" shall mean the Town of Dover's Apportioned Share of the Annual PILOT due on February 28 of each year.

"Special Districts PILOTs" shall mean the PILOTs for the [Dover Fire District].

"PILOT Year" shall mean the first tax year following the Taxable Status Date after the Completion Date (collectively the "**Initial PILOT Year**") and each year thereafter for a total of ten (10) years in accordance with the Schedule of PILOT Payments. For example, if the Completion Date was prior to March 1, 2027, the Initial PILOT Year would include the

2027/2028 School District PILOT, the
2028 County PILOT, the
2028 Town PILOT, the
2028 [Dover Fire District] PILOT.

"Schedule of Exemptions and Calculation of PILOTs" – Special District PILOTs shall be equal to the full amount of taxes that would have been levied upon the Facility and Additional

Facilities if the Facility and Additional Facilities were owned by the Company and the Agency had no ownership interest. For the County PILOT, the Town PILOT and the School District PILOT, the PILOT shall be equal to the full amount of taxes that would have been levied upon the Facility and Additional Facilities, up to an assessed value of $810,000 if the Facility and Additional Facilities were owned by the Company and the Agency had no ownership interest. If the assessed value exceeds $810,000, the County PILOT, Town PILOT and the School District PILOT shall be increased by an amount equal to the amount of taxes that would have been levied upon the Facility and Additional Facilities on that excess amount but reduced by the following exemption percentage:

PILOT Year	**Exemption Percentage**
1	50%
2	50%
3	50%
4	40%
5	30%
6	20%
7	10%
8	10%
9	10%
10	5%
thereafter	0%

"Taxable Status Date" shall mean March 1 of each year. For School District PILOTs, Taxable Status Date shall mean March 1 of the year the PILOTs are due. For County, Town and Special District PILOTs, Taxable Status Date shall mean March 1 of the year prior to the PILOTs being due.

Section 2 - Billing, Apportionment and Distribution of PILOTs

After Taxable Status Date each year the Agency shall determine the Annual PILOT, the Apportioned Share of the Annual PILOT and the School District Annual PILOT. The Agency shall send an invoice to the Company for the Annual PILOT. Once received by the Agency, the PILOTs shall be distributed to the appropriate Taxing Jurisdiction timely in accordance with law.

EXHIBIT A-2

PILOT SCHEDULE – ANRA'S NEST, LLC

Formula for Payments-In-Lieu-of-Taxes ("**PILOTs**"): Town of Dover (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Dover Union Free School District, Dutchess County and Special Districts (collectively the "**Taxing Jurisdictions**").

Section 1 - Definitions: In this PILOT Schedule, the following terms shall have the meanings specified as follows, unless the context otherwise requires:

"PILOT" shall mean the payment-in-lieu-of-taxes required hereunder to be paid by the Company to the Agency. The PILOTs are more particularly described as follows:

"Annual PILOT" shall mean the sum of the County PILOT and the Town PILOT due hereunder in a PILOT year.

"Apportioned Share of the Annual PILOT" shall mean the percentage of each Annual PILOT each Taxing Jurisdiction is entitled to receive, to be determined ratably using the ratio that the Taxing Jurisdiction's tax rate bears to the total tax rate of all of the Taxing Jurisdictions, using the tax rates from the year prior to the Taxable Status Date. The Special District PILOTs shall not be apportioned but shall be billed with the Annual PILOT invoice. The School District PILOT shall not be apportioned but shall be calculated, billed and paid separately.

"County PILOT" shall mean the Dutchess County's Apportioned Share of the Annual PILOT due on February 28 of each year.

"School District PILOT" shall mean the PILOT for the Dover Union Free School District due on October 1 of each year.

"Town PILOT" shall mean the Town of Dover's Apportioned Share of the Annual PILOT due on February 28 of each year.

"Special Districts PILOTs" shall mean the PILOTs for the [Dover Fire District].

"PILOT Year" shall mean the first tax year following the Taxable Status Date after the Completion Date (collectively the "**Initial PILOT Year**") and each year thereafter for a total of ten (10) years in accordance with the Schedule of PILOT Payments. For example, if the Completion Date was prior to March 1, 2027, the Initial PILOT Year would include the

2027/2028 School District PILOT, the
2028 County PILOT, the
2028 Town PILOT, the
2028 [Dover Fire District] PILOT.

"Schedule of Exemptions and Calculation of PILOTs" – Special District PILOTs shall be equal to the full amount of taxes that would have been levied upon the Facility and Additional

Facilities if the Facility and Additional Facilities were owned by the Company and the Agency had no ownership interest. For the County PILOT, the Town PILOT and the School District PILOT, the PILOT shall be equal to the full amount of taxes that would have been levied upon the Facility and Additional Facilities, up to an assessed value of $179,300 if the Facility and Additional Facilities were owned by the Company and the Agency had no ownership interest. If the assessed value exceeds $179,300, the County PILOT, Town PILOT and the School District PILOT shall be increased by an amount equal to the amount of taxes that would have been levied upon the Facility and Additional Facilities on that excess amount but reduced by the following exemption percentage:

PILOT Year	**Exemption Percentage**
1	50%
2	50%
3	50%
4	40%
5	30%
6	20%
7	10%
8	10%
9	10%
10	5%
thereafter	0%

"Taxable Status Date" shall mean March 1 of each year. For School District PILOTs, Taxable Status Date shall mean March 1 of the year the PILOTs are due. For County, Town and Special District PILOTs, Taxable Status Date shall mean March 1 of the year prior to the PILOTs being due.

Section 2 - Billing, Apportionment and Distribution of PILOTs

After Taxable Status Date each year the Agency shall determine the Annual PILOT, the Apportioned Share of the Annual PILOT and the School District Annual PILOT. The Agency shall send an invoice to the Company for the Annual PILOT. Once received by the Agency, the PILOTs shall be distributed to the appropriate Taxing Jurisdiction timely in accordance with law.

EXHIBIT B

EXCERPT FROM LEASE AGREEMENTS

Section 5.4 Recapture of Agency Benefits.

(a) It is understood and agreed by the parties hereto that the Agency is entering into this Lease Agreement in order to provide financial assistance to the Company for the Company Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees as follows:

(i) If there shall occur a Recapture Event prior to the Completion Date or within the first (1st) or second (2nd) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below);

(ii) If there shall occur a Recapture Event during the third (3rd) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, ninety percent (90%) of the Recaptured Benefits;

(iii) If there shall occur a Recapture Event during the fourth (4th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, eighty percent (80%) of the Recaptured Benefits;

(iv) If there shall occur a Recapture Event during the fifth (5th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, seventy percent (70%) of the Recaptured Benefits; and

(v) If there shall occur a Recapture Event during the sixth (6th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, sixty percent (60%) of the Recaptured Benefits; and

(vi) If there shall occur a Recapture Event during the seventh (7th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, fifty percent (50%) of the Recaptured Benefits;

(viii) If there shall occur a Recapture Event during the eighth (8th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, forty percent (40%) of the Recaptured Benefits; and

(ix) If there shall occur a Recapture Event during the ninth (9th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, thirty percent (30%) of the Recaptured Benefits; and

(x) If there shall occur a Recapture Event during the tenth (10th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, twenty percent (20%) of the Recaptured Benefits; and

(xi) If there shall occur a Recapture Event during the eleventh (11th) year after the Completion Date, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, ten percent (10%) of the Recaptured Benefits; and

(xii) If there shall occur a Recapture Event during the twelfth (12th) year after the Completion Date or thereafter, the Company shall not be obligated to pay to the Agency, or to the State of New York, any of the Recaptured Benefits; and

(b) The term "**Recaptured Benefits**" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the Lease Agreement including, but not limited to, the amount equal to 100% of:

(i) real property tax abatements granted pursuant to Section 5.1 hereof (the "**Real Property Tax Abatements**");

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of subsection (c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency within thirty (30) days after such notice.

(c) The term "**Recapture Event**" shall mean any of the following events:

(1) The occurrence and continuation of an Event of Default under this Lease Agreement (other than as described in clause (4) below or in subsection (d) below) which remains uncured beyond any applicable notice and/or grace period, if any, provided hereunder; or

(2) The Facility shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date, through the act or omission of the Company and/or the Sublessee; or

(3) The sale of the Company Facility or closure of the Company Facility and/or departure of the Company from Dutchess County, except as due to casualty, condemnation or force majeure as provided in subsection (d) below or as provided in Section 9.3 hereof; or

(4) Failure of the Company to create or cause to be maintained at least ninety percent (90%) of the number of FTE jobs at the Company Facility as provided in Section 8.11 of the Lease Agreement, which failure is not reflective of the business conditions of the Company or the subtenants of the Company, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions; or

(5) Any significant deviations from the Project Application Information which would constitute a significant diminution of the Company's and/or the Sublessee's activities in, or commitment to Dutchess County, New York; or

(d) Furthermore, notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a result of (i) a "force majeure" event (as more particularly defined in Section 10.1(b) hereof), (ii) a taking or condemnation by governmental authority of all or part of the Company Facility, or (iii) the inability or failure of the Company after the Company Facility shall have been destroyed or damaged in whole or in part (such occurrence a "**Loss Event**") to rebuild, repair, restore or replace the Company Facility to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Company or any of its affiliates so long as the Company or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Company Facility or part thereof.

(e) The Company covenants and agrees to furnish and/or cause its sublessees to furnish to the Agency with written notification (i) within sixty (60) days of the end of each Tax Year of the number of FTEs located at the Company Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Company of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

(f) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(g) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred in connection with the recovery of all amounts due under this Section 5.4, from amounts received by the Agency pursuant to this Section 5.4.

(h) The Company acknowledges that Section 5.4 is intended to reflect the Agency's "Policy on Maintaining Performance Based Incentives (MPBI)" a copy of which is attached hereto as Exhibit G and made a part hereof, and that such policy includes the process by which the Agency will review any performance based incentive deficiencies, the Company's explanations and proposed cures thereof and exercise any remedies hereunder or waiver of same. In the event of a conflict between the provisions of Section 5.4 and the provisions set forth on Exhibit G, the provisions set forth on Exhibit G shall control.

EXHIBIT C

EXCERPT FROM EQUIPMENT LEASE AGREEMENT

(a) It is understood and agreed by the parties hereto that the Agency is entering into this Equipment Lease Agreement in order to provide financial assistance to the Sublessee for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Sublessee hereby agrees as follows:

(i) If there shall occur a Recapture Event after the Closing Date, but on or before [December 31, 2029], the Sublessee shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below).

(b) The term "**Recaptured Benefits**" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the Equipment Lease Agreement including, but not limited to, the amount equal to 100% of:

(i) the Mortgage Recording Tax Exemption; and

(ii) Sales Tax Exemption savings realized by or for the benefit of the Sublessee, including any savings realized by any Agent pursuant to the Equipment Lease Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Facility (the "**Sublessee Sales Tax Savings**"); and

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of subsection (c) below and the declaration of a Recapture Event by notice from the Agency to the Sublessee be payable directly to the Agency or the State of New York if so directed by the Agency within ten (10) days after such notice.

(c) The term "**Recapture Event**" shall mean any of the following events:

(i) The occurrence and continuation of an Event of Default under this Equipment Lease Agreement (other than as described in clause (iv) below or in subsection (d) below) which remains uncured beyond any applicable notice and/or grace period, if any, provided hereunder;

(ii) The Facility shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date, through the act or omission of the Sublessee; or

(iii) The sale of the [Facility/Equipment] or closure of the Facility and/or departure of the Sublessee from Dutchess County, except as due to casualty, condemnation or force majeure as provided in subsection (d) below; or

(iv) Failure of the Sublessee to create or cause to be maintained at least ninety percent (90%) of the number of FTE jobs at the Facility as provided in Section [8.11] of this Equipment Lease Agreement, which failure is not reflective of the business conditions of the Sublessee, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions; or

(v) Any significant deviations from the Project Application Information which would constitute a significant diminution of the Sublessee's activities in, or commitment to Dutchess County, New York; or

(vi) The Sublessee receives Sales Tax Savings in connection with the Project Work in excess of the Maximum Sublessee Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Sales Tax Savings only. It is further provided that failure to repay the Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits.

(d) Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a result of (i) a "force majeure" event, (ii) a taking or condemnation by governmental authority of all or part of the [Facility], or (iii) the inability or failure of the Sublessee after the [Facility/Equipment] shall have been destroyed or damaged in whole or in part (such occurrence a "Loss Event") to rebuild, repair, restore or replace the [Facility/Equipment] to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Sublessee or any of its affiliates so long as the Sublessee or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the [Facility/Equipment] or part thereof.

(e) The Sublessee covenants and agrees to furnish the Agency with written notification (i) within sixty (60) days of the end of each Tax Year of the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Sublessee of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

(f) In the event any payment owing by the Sublessee under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Sublessee shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(g) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Section 5.2, from amounts received by the Agency pursuant to this Section 5.2.

(h) Notwithstanding the foregoing, the Board of Directors of the Agency may waive the provisions of this Section in its sole discretion based upon its review of the circumstances of the Sublessee.

PRELIMINARY RESOLUTION
(Harlem Valley Homestead 2024 Project)

A regular meeting of the Dutchess County Industrial Development Agency was convened in public session on October 9, 2024 at 8:00 a.m., local time, at the office of the Dutchess County Industrial Development Agency, Three Neptune Road, Poughkeepsie, New York.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Timothy Dean, Chairman
Mark Doyle, Vice Chairman
Ronald J. Piccone, II
Amy L. Bombardieri (via Zoom)
Deirdre A. Houston

ABSENT: Kathleen M. Bauer, Secretary/Treasurer
Alfred D. Torreggiani

ALSO PRESENT: Sarah Lee, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

On motion duly made by Mark Doyle and seconded by Deirdre A. Houston, the following resolution (the "**Resolution**") was placed before the members of the Dutchess County Industrial Development Agency:

Resolution (i) Taking official action toward the issuance of financial assistance to Nonno's Garden, LLC, Anra's Nest, LLC and Harlem Valley Homestead LLC (Harlem Valley Homestead 2024 Project) in the form of potential exemption from sales and use taxes, real estate transfer taxes and mortgage recording taxes and exemption from real estate property taxes; and (ii) authorizing the execution and delivery of an agreement by and among the Agency and Nonno's Garden, LLC, Anra's Nest, LLC and Harlem Valley Homestead LLC with respect to such financial assistance.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Dutchess County Industrial Development Agency (the "**Agency**") was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, NONNO'S GARDEN, LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594, on behalf of itself and/or the principals of NONNO'S GARDEN, LLC and/or an entity formed or to be formed on behalf of any

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of the foregoing (collectively, "**Nonno's Garden, LLC**") and ANRA'S NEST, LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594. on behalf of itself and/or the principals of ANRA'S NEST, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, "**Anra's Nest, LLC**", and together with Nonno's Garden LLC, the "**Company**"), and HARLEM VALLEY HOMESTEAD LLC, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594, on behalf of itself and/or the principals of HARLEM VALLEY HOMESTEAD LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Sublessee**"), have submitted an application to the Agency requesting the Agency provide certain "financial assistance" (within the meaning of the Act) with respect to the Facility (hereinafter defined), including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "**Financial Assistance**") in connection with the following:

(A) the acquisition of approximately 247.99 acres on five parcels of land all located in the Town of Dover, Dutchess County, New York, more particularly described as follows (collectively, the "**Land**"):

i. an approximately 60.3-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-062777-0000;
ii. an approximately 100-acre parcel located at 132 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-123597-0000;
iii. an approximately 1.17-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-167790-0000;
iv. an approximately 11.44-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7160-00-981478-0000; and
v. an approximately 75.08-acre parcel located at 30 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-089448-0000; and

(B) the renovation of approximately 14,600 square feet within seven (7) buildings (the existing farmhouse, the three-barn complex (Gathering Barn, Farm Store and Propagation House), and Horse Barn, minor renovations of the Old Hill Barn, and Library) located on a portion of the Land (Tax Map No. 132600-7260-00-123597-0000) and approximately 71,400 square feet of new construction comprised of 25 +/- Buildings to include 42 lodging guest units consisting of four types of lodging including seasonal cabins, year-round cabins, suites located within the Farmhouse, traditional hotel-style, and as well as the construction of a new Homestead House, Hospitality Hub, Spa, Sauna, and Pond Dock located on a portion of the Land (Tax Map Nos. 132600-7260-00-123597-0000 and 132600-7260-00-062777-0000) (the "**Improvements**") and the acquisition and installation of certain equipment and personal property, not part of the Equipment (hereinafter defined) (the "**Facility Equipment**"; and together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee;

(C) the acquisition and installation of certain equipment and personal property (the "**Equipment**"; and together with the Company Facility, the "**Facility**"), which Equipment is to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as a farm and agritourism resort (the "**Project**"); and

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WHEREAS, the Project includes the following, as they relate to the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing, equipping, and completion of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, improvement, reconstruction, repair, and renovation of the Facility; and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, improvement, reconstruction, repair and renovation of the Facility and installation of the equipment; and

WHEREAS, the Project will include facilities or property that are used in making "retail sales," as defined within Section 862(2)(a) of the Act, and the Agency's final approval of the provision of Financial Assistance for the Project is contingent upon the Agency's finding that the Project complies with Section 862(2)(a) of the Act; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted by the Department of Environmental Conservation of the State of New York (the laws and regulations hereinafter collectively referred to as "**SEQRA**"), the Agency is required to determine whether the Project may have a significant effect on the environment and therefore require the preparation of an Environmental Impact Statement; and

WHEREAS, the Project has undergone a coordinated review under SEQRA by the Town of Dover Planning Board (the "**Planning Board**") as Lead Agency under SEQRA and the Agency was named as an involved agency; and

WHEREAS, on March 6, 2023, the Planning Board adopted a Negative Declaration and Determination of Non-Significance (the "**Negative Declaration**") determining that the Project will not have a "significant impact" or "significant effect" on the environment as defined under SEQRA with the reasons for its determination stated therein and the Agency, as an involved agency, is bound by their determination; and

WHEREAS, the Agency has not yet held a hearing pursuant to §859-a of the Act (the "**Hearing**"); and

WHEREAS, although the resolution authorizing the Financial Assistance has not yet been presented for approval by the Agency, a Preliminary Agreement relative to the proposed Financial Assistance has been presented for approval by the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Dutchess County Industrial Development Agency, as follows:

1. Based upon the representations made by the Company and the Sublessee to the Agency, the Agency hereby finds and determines that for the Project:

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(a) As set forth in the Planning Board's Negative Declaration, the Project will not have a "significant adverse impact" or "significant adverse effect" on the environment as defined under SEQRA and the Agency is bound by the Planning Board's determination.

(b) The Project constitutes a "project" within the meaning of the Act;

(c) The Financial Assistance will not result in the abandonment of a facility of the Company or the Sublessee located elsewhere in the State of New York;

(d) The Financial Assistance will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of Dutchess County, New York, and improve their standard of living, and thereby serve the public purposes of the Act; and

(e) It is desirable and in the public interest for the Agency to assist the Company and the Sublessee by granting the Financial Assistance.

2. Subject to the conditions set forth in ¶3 of this Resolution, the Agency will:

(a) acquire a leasehold interest in the Facility;

(b) sublease the Company Facility to the Company pursuant to agreements by and between the Agency and the Company; and

(c) lease the Equipment to the Sublessee pursuant to agreements by and between the Agency and the Sublessee.

3. The provision of Financial Assistance herein, as contemplated by ¶2 of this Resolution, shall be subject to:

(a) the execution and delivery by the Company and the Sublessee of the Preliminary Agreement attached hereto as Exhibit "A" setting forth certain conditions for the provision of the Financial Assistance;

(b) a finding by the Agency, after review of all relevant information, that the Project complies with § 862(a) of the Act;

(c) the agreement between the Agency and the Company on mutually acceptable terms regarding payments in lieu of taxes;

(d) the holding of a Hearing; and

(e) the adoption of an authorizing resolution approving the Financial Assistance.

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4. The form and substance of a proposed Preliminary Agreement (in substantially the form presented to this meeting) by and among the Agency, the Company and the Sublessee setting forth the undertakings of the Agency, the Company and the Sublessee with respect to the provision of Financial Assistance is hereby approved. The Executive Director of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Preliminary Agreement and the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency hereto and to attest to this meeting, with such changes in terms and conditions as the Executive Director shall constitute conclusive evidence of such approval.

5. Pursuant to §875(3) of the Act and under the Agency policy concerning Maintaining Performance Based Incentives (the "MPBI"), the Agency may recover, recapture or receive from the Company and/or the Sublessee, their agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any sales and use tax exemption benefits taken or purported to be taken by the Company and/or the Sublessee, their agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company and/or the Sublessee, their agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company and/or the Sublessee, their agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; and/or (iv) the sales and use tax exemption benefits are taken in cases where the Company and/or the Sublessee, their agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project fail to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project in the manner approved by the Agency in connection with the Project (collectively, items (i) through (iv) hereby defined as a "**Recapture Event**"). The MPBI Policy provides for the return of other incentives as set forth therein.

6. As a condition precedent of receiving sales and use tax exemption benefits, the Company and/or the Sublessee, their agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must (i) if a Recapture Event determination is made by the Agency, cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands, if and as so required to be paid over as determined by the Agency.

7. Counsel to the Agency is hereby authorized to work with counsel to the Company and others to prepare for submission to the Agency all documents necessary to effect the authorization and provision of Financial Assistance. The Company shall be responsible for the fees of Agency and Agency's Counsel in relation to this Project and the provision of Financial Assistance.

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8. The Agency hereby approves and authorizes the following actions by the Chairman of the Agency, prior to the granting of any Financial Assistance with respect to the Project, after consultation with Agency Counsel: (i) to establish the time, date and place for a public hearing of the Agency to hear all persons interested in the Project and the proposed Financial Assistance being contemplated by the Agency with respect to the Project, said public hearing to be held in the Town of Dover, Dutchess County, New York; (ii) to cause notice of such public hearing to be given to the public by publishing a notice in accordance with the applicable provisions of the Act, as well as, at the same time, provide notice of the hearing to the chief executive officer of each affected tax jurisdiction; (iii) to conduct such public hearing or cause such hearing to be conducted by his designee; and (iv) to cause a stenographic transcript of said public hearing to be promptly prepared and cause copies of said report to be made available to the members of the Agency.

9. The Executive Director of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and the Sublessee and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The Agency hereby appoints each Member of the Agency and Agency Counsel to serve as an Assistant Secretary of the Agency for purposes of this project.

10. This Resolution shall take effect immediately.

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

Timothy Dean, Chairman	VOTING	"Aye"
Mark Doyle, Vice Chairman	VOTING	"Aye"
Kathleen M. Bauer, Secretary/Treasurer	being	ABSENT
Alfred D. Torreggiani	being	ABSENT
Ronald J. Piccone, II	VOTING	"Aye"
Amy L. Bombardieri (via Zoom)	VOTING	"Aye"
Deirdre A. Houston	VOTING	"Aye"

The Resolution was thereupon declared duly adopted.

Adopted: October 9, 2024

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

I, the undersigned Assistant Secretary of the Dutchess County Industrial Development Agency, **DO HEREBY CERTIFY**:

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on October 9, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Preliminary Agreement annexed hereto as Exhibit "A" is in substantially the same form presented to and approved at such meeting.

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

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed, or modified.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 9th day of October, 2024.

Name: Ronald J. Piccone II
Title: Assistant Secretary

[SEAL]

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PRELIMINARY AGREEMENT
(Harlem Valley Homestead 2024 Project)

THIS PRELIMINARY AGREEMENT (the "Preliminary Agreement"), made as of October 9, 2024, among the **DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation, organized and existing under the General Municipal Law of the State of New York, having offices at Three Neptune Road, Poughkeepsie, New York 12601 (the "**Agency**"), **NONNO'S GARDEN, LLC**, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594 ("**Nonno's Garden, LLC**"), **ANRA'S NEST, LLC**, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594 ("**Anra's Nest, LLC**" and together with Nonno's Garden, LLC, the "**Company**") and **HARLEM VALLEY HOMESTEAD LLC**, a Delaware limited liability company having offices at 147 Old Forge Road, Wingdale, New York 12594,

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Agency was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Company and the Sublessee have submitted an application to the Agency requesting the Agency provide certain "financial assistance" (within the meaning of the Act) with respect to the Facility (hereinafter defined), including potential exemptions from certain sales and use taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "**Financial Assistance**") in connection with the following:

(A) the acquisition of approximately 247.99 acres on five parcels of land all located in the Town of Dover, Dutchess County, New York, more particularly described as follows (collectively, the "**Land**"):

i. an approximately 60.3-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-062777-0000;
ii. an approximately 100-acre parcel located at 132 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-123597-0000;
iii. an approximately 1.17-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7260-00-167790-0000;
iv. an approximately 11.44-acre parcel located on Old Forge Road bearing Tax Map Grid No. 132600-7160-00-981478-0000; and
v. an approximately 75.08-acre parcel located at 30 Old Forge Road bearing Tax Map Grid No. 132600-7260-00-089448-0000; and

(B) the renovation of approximately 14,600 square feet within seven (7) buildings (the existing farmhouse, the three-barn complex (Gathering Barn, Farm Store and Propagation House), and Horse Barn, minor renovations of the Old Hill Barn, and Library) located on a portion of the Land (Tax Map No. 132600-7260-00-123597-0000) and approximately 71,400 square feet of new construction comprised of 25 +/- Buildings to include 42 lodging guest

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units consisting of four types of lodging including seasonal cabins, year-round cabins, suites located within the Farmhouse, traditional hotel-style, and as well as the construction of a new Homestead House, Hospitality Hub, Spa, Sauna, and Pond Dock located on a portion of the Land (Tax Map Nos. 132600-7260-00-123597-0000 and 132600-7260-00-062777-0000) (the "**Improvements**") and the acquisition and installation of certain equipment and personal property, not part of the Equipment (hereinafter defined) (the "**Facility Equipment**"; and together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee;

(C) the acquisition and installation of certain equipment and personal property (the "**Equipment**"; and together with the Company Facility, the "**Facility**"), which Equipment is to be leased by the Agency to the Sublessee, and which Facility is to be used by the Sublessee as a farm and agritourism resort (the "**Project**"); and

WHEREAS, the Project includes the following, as they relate to the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing, equipping, and completion of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, improvement, reconstruction, repair, and renovation of the Facility; and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, improvement, reconstruction, repair and renovation of the Facility and installation of the equipment; and

WHEREAS, the Project will include facilities or property that are used in making "retail sales," as defined within Section 862(2)(a) of the Act, and the Agency's final approval of the provision of Financial Assistance for the Project is contingent upon the Agency's finding that the Project complies with Section 862(2)(a) of the Act; and

WHEREAS, the Agency has determined that the financing of the Project will promote and further the purposes of the Act; and

WHEREAS, on October 9, 2024, the Agency adopted a Preliminary Resolution (the "**Preliminary Resolution**") accepting the Project and authorizing the execution of this Preliminary Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency, the Company and the Sublessee agree as follows:

1. Undertakings of the Agency. Based upon the statements, representations, and undertakings of the Company and the Sublessee and subject to the conditions set forth herein and in the Preliminary Resolution, the Agency agrees as follows:

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(a) The Agency shall adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) construction, installation, furnishing and equipping of the Facility and the financing of such costs; and (ii) the subleasing of the Company Facility to the Company and leasing the Equipment to the Sublessee, all as shall be authorized by law and be mutually satisfactory to the Agency, the Company and the Sublessee.

(b) The Agency shall acquire a leasehold interest in the Facility and enter into an agreement to sublease the Facility to the Company (the "**Lease Agreement**"). The Lease Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

(c) The Agency shall take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Representations of the Company and the Sublessee. The Company and the Sublessee hereby represent to the Agency that:

(a) The Facility is located in Dutchess County, New York;

(b) The proposed financing of the Project will contribute to increased employment opportunities in Dutchess County, New York; and

(c) The Project will comply with all applicable federal, state, and local laws, ordinance, rules, and regulations and the Company and/or the Sublessee shall obtain all necessary approvals and permits required thereunder.

3. Undertakings of the Company. Based upon the statements, representations, and undertakings of the Agency and subject to the conditions set forth herein and in the Preliminary Resolution, the Company agrees as follows:

(a) The Company shall use all reasonable efforts necessary or desirable to enter into a contract or contracts for the acquisition of the Facility (to the extent not heretofore acquired) and on the terms and conditions set forth in the Lease Agreement, transfer to the Agency, or cause to be transferred to the Agency, title to or a leasehold interest in, the Facility.

(b) (i) To the extent the Agency is not defended and indemnified under a policy of insurance maintained by the Company, and subject to any subrogation waivers contained in the Lease Agreement, the Company shall defend and indemnify the Agency and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on: (1) labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of the Facility and installation of equipment in the Facility (including any expense incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing) except that the Company shall not be required to indemnify the

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Agency for the willful or grossly negligent conduct of the Agency, its employees, agents, or representatives; or (2) any untrue statement or alleged untrue statement of a material fact necessary in order to make the statements herein, in the light of the circumstances under which they were made, not misleading.

(ii) The Company shall not permit to stand, and shall at its own expense take all steps reasonably necessary to remove, any mechanic's or other liens against the Facility for labor for the construction, renovation, installation, furnishing and equipping of the Facility.

(iii) To the extent the Agency is not defended and indemnified under a policy of insurance maintained by the Company, and subject to any subrogation waivers contained in the Lease Agreement, the Company shall indemnify and hold the Agency harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing, except that the Company shall not be required to indemnify the Agency for the willful or grossly negligent conduct of the Agency, its employees, agents, or representatives.

(c) The Company shall take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) This Preliminary Agreement shall take effect on the date of execution hereof until the Lease Agreement becomes effective. It is the intent of the Agency and the Company that this Preliminary Agreement be superseded in its entirety by the Lease Agreement.

(b) It is understood and agreed by the Agency and the Company that the execution of the Lease Agreement and related documents are subject to: (i) obtaining all necessary governmental approvals; and (ii) approval of the members of the Agency; and (iii) a finding by the Agency, after review of all relevant information, that the Project complies with Section 862(a) of the Act.

(c) The Company and the Sublessee agree that they will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses which the Agency may incur as a consequence of executing this Preliminary Agreement or performing its obligations hereunder, including but not limited to, the cost of causing a notice of any public hearing held with respect to the Project to be published, the cost of making and transcribing records of said hearings and the reasonable fees and expenses charged and incurred by Agency Counsel in connection with their representation of the Agency in this matter and their preparation of any documents pertaining to the provisions of Financial Assistance.

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(d) All commitments of the Agency under ¶1 hereof and of the Company under ¶¶2 and 3 hereof (excepting the obligations of the Company set forth in subparagraphs 3(b) and

4(c) hereof, which shall survive the termination of this Preliminary Agreement) are subject to the condition that the Lease Agreement shall have been executed no later than fifteen (15) months from the date hereof (or such other date as shall be mutually satisfactory to the Agency and the Company).

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the 9th day of October, 2024.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Sarah Lee, Executive Director

NONNO'S GARDEN, LLC

By: _____
[Name, Title]

ANRA'S NEST, LLC

By: _____
[Name, Title]

HARLEM VALLEY HOMESTEAD LLC

By: _____
[Name, Title]

CAPPILLINO, ROTHSCHILD & EGAN LLP
Attorneys at Law
Seven Broad Street
P.O. Box 390
Pawling, New York
12564-0390
(845) 855-5444

Dutchess County DC ida Industrial Development Agency

IDA Board Member Project Evaluation Checklist

Project: **#13022402 Harlem Valley Homestead, LLC**

___ Kathleen Bauer *(Absent)*
_X_ Amy Bombardieri
_X_ Tim Dean
_X_ Mark Doyle
_X_ Deirdre Houston
_X_ Jamie Piccone II
___ Alfred Torreggiani *(Absent)*

DC ida
Dutchess County Industrial Development Agency

Evaluation of Projects Requesting IDA Benefits

Project: 13022402 Harlem Valley Homestead LLC **Location:** Town of Dover

Type of Business: Tourism/Hospitality

Agency Request

Sales Tax [X] Mortgage Tax Exemption [X] PILOT [X]

Project Description:

The project proposes to develop an integrated Hotel Resort on approximately 250-acre lot in the Town of Dover. The project concept will be based on "farm life" will entail the construction of a hotel building with 48 rooms in the form of sustainably designed cabins, conference facilities and other recreational amenities.

Project Timeline:

Proposed date for commencement of acquisition or construction: 4th quarter 2024

The actual or expected dates of:

Construction completion: Fall 2027

Occupancy: Fall 2027

Total Cost of Project:

Amount Private Investment

Total Project Cost $49,050,000 Private Investment: $32,450,000

Amount of other public financial assistance, grants and source: $500,000 NYS ESD

Construction Costs: $48,575,000 Benefitted Amount: $48,575,000

Company Incentives:

Amount of Sales Tax benefits:	$2,340,000
Amount of Mortgage Recording Tax exemption:	$225,000
Estimated real property tax exemption with PILOT	$1,404,455

Estimated amount of benefit to State & Region*:

Anticipated PILOT Tax revenue:	$3,942,293
Anticipated Sales Tax revenue	$1,614,478
Benefit to Cost Ratio	29:1

**figures based on MRB algorithms*

Estimated Property Value Increase^

Current Assessed Value^	Current Property Tax+ (2024)	Estimated New Assessed Value^	Net Increase	Est. Year 1 PILOT+
$882,900	$43,885	$10,350,000	$9,467,100	$265,115

^Town of Dover equalization rate at 38.5%; +Does not include special districts

Employment Impact

Committed total FTE jobs: ____79_____

Number of existing FTE jobs to be retained ___8___

Total Number of new FTE Jobs to be created __72__ over ___2__ years.

Average Annualized Salary of FTE jobs $_38,303_____

Estimated Hourly Wage Average and Range: $21/hr

Total Number of Construction Jobs to be created _75_

Jobs created in the Construction and Hospitality is estimated to have the following spillover impact.

Impact Type	Temporary (Construction) Employment	Permanent (Operations) Impact
Initial	45	71
Direct	6	13
Indirect	2	3
Induced	12	16
Total Effect	65	103

Lightcast Impact Scenario Report 09.23.2024

Community Benefits:

- *Revitalization:* The project is consistent the Town, County and NYS's economic revitalization plan. The project is located an underutilized property in the Town of Dover.
- *Identified Growth Area*: The applicant is a Hospitality / Tourism user. The project is consistent with NYS' regional plan and was awarded a grant under NYS's Consolidated Funding Application program.
- *Investment:* The project has an estimated project cost of over $49 million.
- *Environmental Factors:* The project will be using sustainable building techniques including recycled materials and locally sourced natural building materials. The project will also be installing energy efficient appliances and equipment.
- *Employment*: The project is committing to retaining the existing 8 FTEs and create 71 new direct permanent jobs. The project will also create approximately 75 direct construction jobs.
- Use of Local Contractor(s) and Labor: Yes___X___ No_____

Project is consistent with Agency's Mission: Yes, the project will promote economic development resulting in construction jobs and permanent employment.

The Project has municipal support and PILOT:

Municipal Support__X___ PILOT ___X____ Request for UTEP Deviation _No

CEO Comments of Importance

The applicant has received $500,000 from NYS Empire State Development to develop the project as described in the application.

Board Member QUESTIONS /COMMENTS

Completed by Board Member _____ Date 10/15/2024

Print name Amy Bombardieri

Mission Statement:

The Dutchess County Industrial Development Agency [DCIDA] was created to further economic development in Dutchess County by providing financial assistance to private entities through tax incentives including the issuance of bonds to facilitate the building of capital projects with the resultant construction jobs and permanent follow on employment.

DC ida
Dutchess County Industrial Development Agency

Evaluation of Projects Requesting IDA Benefits

Project: 13022402 Harlem Valley Homestead LLC **Location:** Town of Dover

Type of Business: Tourism/Hospitality

Agency Request

Sales Tax [X] Mortgage Tax Exemption [X] PILOT [X]

Project Description:

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**figures based on MRB algorithms*

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- *Employment*: The project is committing to retaining the existing 8 FTEs and create 71 new direct permanent jobs. The project will also create approximately 75 direct construction jobs.
- Use of Local Contractor(s) and Labor: Yes___X___ No_____

Project is consistent with Agency's Mission: Yes, the project will promote economic development resulting in construction jobs and permanent employment.

The Project has municipal support and PILOT:

Municipal Support__X___ PILOT ___X____ Request for UTEP Deviation _No

CEO Comments of Importance

The applicant has received $500,000 from NYS Empire State Development to develop the project as described in the application.

Board Member QUESTIONS /COMMENTS

Completed by Board Member _____ Date 10/9 2024

Print name Timothy E. Dean

Mission Statement:

The Dutchess County Industrial Development Agency [DCIDA] was created to further economic development in Dutchess County by providing financial assistance to private entities through tax incentives including the issuance of bonds to facilitate the building of capital projects with the resultant construction jobs and permanent follow on employment.

Evan VanHook

DC ida
Dutchess County Industrial Development Agency

Evaluation of Projects Requesting IDA Benefits

Project: 13022402 Harlem Valley Homestead LLC **Location:** Town of Dover

Type of Business: Tourism/Hospitality

Agency Request

Sales Tax [X] Mortgage Tax Exemption [X] PILOT [X]

Project Description:

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- *Employment*: The project is committing to retaining the existing 8 FTEs and create 71 new direct permanent jobs. The project will also create approximately 75 direct construction jobs.
- Use of Local Contractor(s) and Labor: Yes___X___ No_____

Project is consistent with Agency's Mission: Yes, the project will promote economic development resulting in construction jobs and permanent employment.

The Project has municipal support and PILOT:

Municipal Support__X___ PILOT ___X____ Request for UTEP Deviation _No

CEO Comments of Importance

The applicant has received $500,000 from NYS Empire State Development to develop the project as described in the application.

Board Member QUESTIONS /COMMENTS

I am happy to see an application from the Black-business Team. Long Term Success is never assured but the Harlem Valley will certainly benefit from this project. I hope Workforce housing and training will be incorporated.

Completed by Board Member _____ Date 12/09/2024

Print name MARK DOYLE

Mission Statement:

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DC ida
Dutchess County Industrial Development Agency

Evaluation of Projects Requesting IDA Benefits

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- Use of Local Contractor(s) and Labor: Yes___X___ No_____

Project is consistent with Agency's Mission: Yes, the project will promote economic development resulting in construction jobs and permanent employment.

The Project has municipal support and PILOT:

Municipal Support__X___ PILOT ___X____ Request for UTEP Deviation _No

CEO Comments of Importance

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Board Member QUESTIONS /COMMENTS

Opportunity for youth programs/education for residents of the Hudson Valley/Wkng area
Create 42 housing units in the 4/8 mixed
Keeps active farm land in the Hudson Valley

Completed by Board Member _____ Date Oct 9 2024

Print name Deirdre Houston

Mission Statement:

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DC ida
Dutchess County Industrial Development Agency

Evaluation of Projects Requesting IDA Benefits

Project: 13022402 Harlem Valley Homestead LLC **Location:** Town of Dover

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**figures based on MRB algorithms*

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- Use of Local Contractor(s) and Labor: Yes___X___ No_____

Project is consistent with Agency's Mission: Yes, the project will promote economic development resulting in construction jobs and permanent employment.

The Project has municipal support and PILOT:

Municipal Support__X___ PILOT ___X____ Request for UTEP Deviation _No

CEO Comments of Importance

The applicant has received $500,000 from NYS Empire State Development to develop the project as described in the application.

Board Member QUESTIONS /COMMENTS

Much needed Project on the eastern Side of the County. FARMING is a Much needed Business in our Society. Plus FTE's in Dover & 42 Available Units in eastern Dutchess County

Completed by Board Member Jamil Pecon Date 10/9 2024

Print name Jamil Pecon

Mission Statement:

The Dutchess County Industrial Development Agency [DCIDA] was created to further economic development in Dutchess County by providing financial assistance to private entities through tax incentives including the issuance of bonds to facilitate the building of capital projects with the resultant construction jobs and permanent follow on employment.

MRB Cost Benefit Calculator

Dutchess County Industrial Development Agency

Date	September 25, 2024
Project Title	13022402 Harlem Valley Homestead, LLC
Project Location	Wingdale, NY

Construction Phase - Project Assumptions

Project Costs

Project Costs	Value
Enter total project costs:	$49,050,000
Local Construction Spending*	
% of locally sourced materials and labor	80%
In-region construction spending	$39,240,000

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	$39,240,000
[Not Applicable]	0		$0
[Not Applicable]	0		$0
Most projects will only have one line related to construction type.		100%	$39,240,000

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

NAICS Lookup

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
Hotels (except Casino Hotels) and Motels	721110	79	$65,375	$5,164,625
0				$0
0				$0
0				$0
0				$0
0				$0
	Total	79		$5,164,625

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
Hotels (except Casino Hotels) and Motels	721110	79	$65,375	$5,164,625
0	0			$0
0	0			$0
0	0			$0
0	0			$0
0	0			$0
	Total	79		$5,164,625

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Hotels (except Casino Hotels) and Motels	721110	79	$65,375	$5,164,625
0	0			$0
0	0			$0
0	0			$0
0	0			$0
0	0			$0
	Total	79		$5,164,625

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value
Sales Tax Exemption		$2,340,000
Local Sales Tax Rate	4.13%	$1,188,000
State Sales Tax Rate	4.00%	$1,152,000
Mortgage Recording Tax Exemption		$225,000
Local	0.75%	$225,000
State	0.00%	$0
Total Costs	$3,969,455	*Includes PILOT exemption, calculated below.*

PILOT Term (Years)	10
Escalation Factor	2%
Discount Factor	2%

Property Tax Exemption

Year #	Year	Property Tax WITHOUT Project	Estimated PILOT	Property Tax on Full Assessment	Difference in Current vs. PILOT	Difference PILOT vs Full Taxes
1	2026	$43,885	$265,115	$530,231	$221,230	-$265,116
2	2027	$44,324	$270,446	$540,836	$226,122	-$270,390
3	2028	$44,767	$275,828	$551,652	$231,061	-$275,824
4	2029	$45,215	$337,638	$562,685	$292,423	-$225,047
5	2030	$45,667	$401,735	$573,939	$356,068	-$172,204
6	2031	$46,124	$491,733	$585,418	$445,609	-$93,685
7	2032	$46,585	$564,251	$597,126	$517,666	-$32,875
8	2033	$47,051	$575,597	$609,069	$528,546	-$33,472
9	2034	$47,521	$587,041	$621,250	$539,520	-$34,209
10	2035	$47,996	$632,043	$633,675	$584,047	-$1,632
-	-	$0			-	-
-	-	$0			-	-
-	-	$0			-	-
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	Total	$459,134	$4,401,427	$5,805,882	$3,942,293	-$1,404,455
				Discounted->	$3,472,648	-$1,313,943

Other Benefits to Public and Private Individuals - If Applicable

Year #	Year	Other Local Municipal Revenue	Other Payments to Private Individuals
1	2026		
2	2027		
3	2028		
4	2029		
5	2030		
6	2031		
7	2032		
8	2033		
9	2034		
10	2035		
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	Total	$0	$0

Notes

Harlem Valley Homestead, LLC intends to construct and develop a Hotel Resort based on a farm life concept. Guests will participate in workshops and recreational amenities. The project is estimated to create approximate 75 construction jobs, retain 8 FTEs and create 71 new Permanent FTEs.

Does the IDA believe the project can be accomplished in a timely fashion? Yes

Dutchess County Industrial Development Agency
MRB Cost Benefit Calculator

Date September 25, 2024
Project Title 13022402 Harlem Valley Homestead, LLC
Project Location Wingdale, NY

MRB group
Cost-Benefit Analysis Tool powered by MRB Group

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
$49,050,000

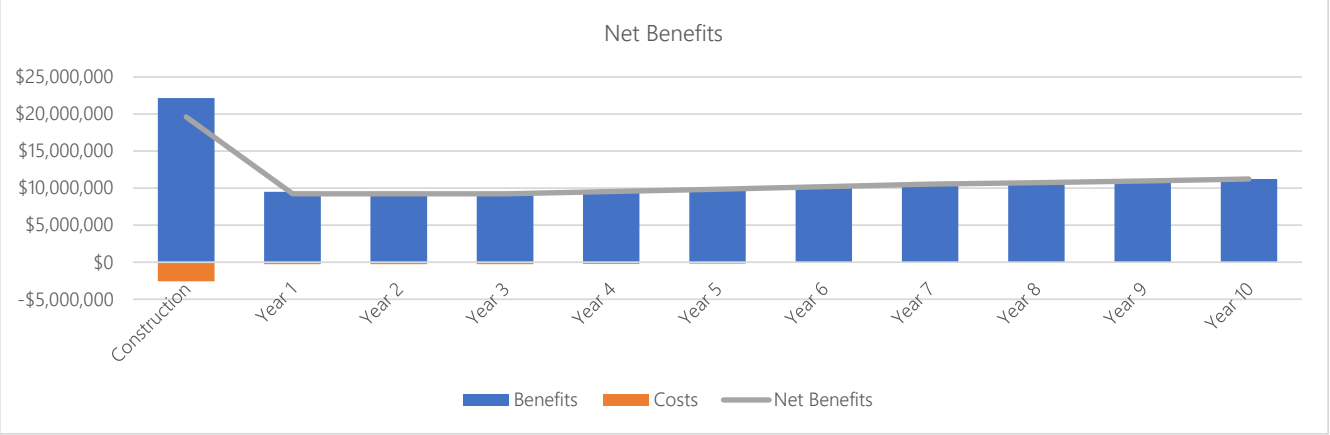
Temporary (Construction)

	Direct	Indirect	Total
Jobs	175	80	255
Earnings	$16,227,183	$4,700,100	$20,927,283
Local Spend	$39,240,000	$15,092,323	$54,332,323

Ongoing (Operations)
Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	79	36	115
Earnings	$54,657,067	$37,961,377	$92,618,444

Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

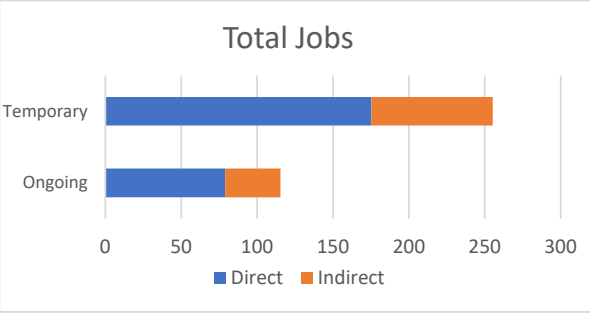
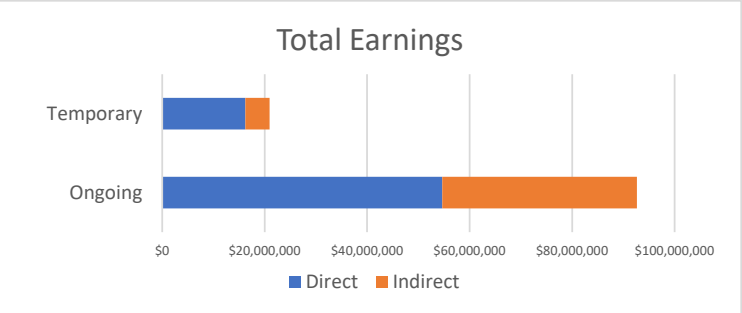


Figure 3



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Ongoing earnings are all earnings over the life of the PILOT.

Fiscal Impacts

MRB group
Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

		Nominal Value		Discounted Value*
Property Tax Exemption		$1,404,455		$1,313,943

Sales Tax Exemption	$2,340,000	$2,340,000
Local Sales Tax Exemption	*$1,188,000*	*$1,188,000*
State Sales Tax Exemption	*$1,152,000*	*$1,152,000*
Mortgage Recording Tax Exemption	$225,000	$225,000
Local Mortgage Recording Tax Exemption	*$225,000*	*$225,000*
State Mortgage Recording Tax Exemption	*$0*	*$0*
Total Costs	**$3,969,455**	**$3,878,943**

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	**$118,307,678**	**$108,116,784**
To Private Individuals	**$113,545,727**	**$103,894,150**
Temporary Payroll	*$20,927,283*	*$20,927,283*
Ongoing Payroll	*$92,618,444*	*$82,966,866*
Other Payments to Private Individuals	*$0*	*$0*
To the Public	**$4,761,951**	**$4,222,634**
Increase in Property Tax Revenue	*$3,942,293*	*$3,472,648*
Temporary Jobs - Sales Tax Revenue	*$151,069*	*$151,069*
Ongoing Jobs - Sales Tax Revenue	*$668,589*	*$598,917*
Other Local Municipal Revenue	*$0*	*$0*
State Benefits	**$5,904,378**	**$5,402,496**
To the Public	**$5,904,378**	**$5,402,496**
Temporary Income Tax Revenue	*$941,728*	*$941,728*
Ongoing Income Tax Revenue	*$4,167,830*	*$3,733,509*
Temporary Jobs - Sales Tax Revenue	*$146,491*	*$146,491*
Ongoing Jobs - Sales Tax Revenue	*$648,329*	*$580,768*
Total Benefits to State & Region	**$124,212,056**	**$113,519,280**

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	$108,116,784	$2,726,943	40:1
State	$5,402,496	$1,152,000	5:1
Grand Total	**$113,519,280**	**$3,878,943**	**29:1**

*Discounted at 2%

Additional Comments from IDA

Harlem Valley Homestead, LLC intends to construct and develop a Hotel Resort based on a farm life concept. Guests will participate in workshops and recreational amenities. The project is estimated to create approximate 75 construction jobs, retain 8 FTEs and create 71 new Permanent FTEs.

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

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Dutchess County Industrial Development Agency
MRB Cost Benefit Calculator

Date	September 25, 2024
Project Title	13022402 Harlem Valley Homestead, LLC
Project Location	Wingdale, NY

SUPPLEMENTAL AUTHORIZING RESOLUTION
(One Dutchess Phase 3, LLC 2022 Project)

A regular meeting of the Dutchess County Industrial Development Agency was convened in public session at 8:00 a.m., local time, at the office of the Dutchess County Industrial Development Agency, Three Neptune Road, Poughkeepsie, New York on November 18, 2026.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Mark Doyle, Chairman
Ronald J. Piccone, II, Vice Chairman/Treasurer
Thomas J. LeCount, Secretary
Brian C. Berryann
Kristofer Munn
John Zeolla, Jr.

ABSENT:

ALSO PRESENT: Robin D. Mack, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain industrial development facility (One Dutchess Phase 3, LLC 2022 Project) as more particularly described below:

SUPPLEMENTAL RESOLUTION OF THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY WAIVING THE NOTICE PERIOD FOR EARLY TERMINATION OF THE LEASE AGREEMENT IN CONNECTION WITH A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR ONE DUTCHESS PHASE 3, LLC, AND APPROVING THE EXECUTION OF A POST-TERMINATION COMPLIANCE AND RECAPTURE AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Dutchess County Industrial Development Agency (the "**Agency**") was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to One Dutchess Phase 3, LLC, a New York limited liability company having its principal office at 24 Dutchess Landing Road, Poughkeepsie, New York 12601 (the "**Company**"), for a project (the "**Project**") consisting of (A)

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the acquisition of approximately 3.8 acres of land located at 10 O'Neill Court, 20 O'Neill Court and 70 Dutchess Landing Road, Town of Poughkeepsie, Dutchess County, New York (the "**Land**"); (B) the construction of two four-story residential buildings containing approximately 84 residential units and one approximately 4,000 square foot commercial building (the "**Improvements**"); and (C) the acquisition and installation of equipment, machinery and other personal property for use therein (the "**Equipment**" and, together with the Land and the Improvements, the "**Facility**"); and

WHEREAS, the Project was approved by resolution duly adopted by the Agency on May 24, 2022 (the "**Authorizing Resolution**"), and the financial assistance provided by the Agency consisted solely of an exemption from sales and use taxes, which has expired, and exemptions from mortgage recording taxes; and

WHEREAS, the Company and the Agency previously entered into a Company Lease Agreement, dated as of June 1, 2022 (the "**Company Lease**"), whereby the Company leased the Land and the Improvements to the Agency; and

WHEREAS, the Agency and the Company previously entered into a Lease and Project Agreement, dated as of June 1, 2022 (the "**Lease Agreement**"), whereby the Agency leased the Facility to the Company for a Lease Term ending December 31, 2027; and

WHEREAS, the construction of the Facility was completed in 2024, and the Lease Term continues beyond completion so that the Agency may monitor the Company's commitment under Section 8.11 of the Lease Agreement to maintain four (4) full-time equivalent employees ("**FTEs**") at the Facility as of December 31, 2026 and thereafter, subject to recapture of benefits under Section 5.4 of the Lease Agreement; and

WHEREAS, the Company's certified 2025 Employment Data reported 4.96 FTEs at the Facility for the year ended December 31, 2025; and

WHEREAS, Section 11.1 of the Lease Agreement grants the Company the option to terminate the Lease Agreement at any time upon filing with the Agency a certificate stating its intention to do so and the date of the payments required by Section 11.2 thereof, which date shall be not less than forty-five (45) nor more than ninety (90) days after the certificate is filed; and

WHEREAS, by Certificate of Early Termination dated October 29, 2026 (the "**Termination Certificate**"), the Company exercised its option under Section 11.1 of the Lease Agreement and requested that the Agency waive the minimum forty-five (45) day notice period so that the termination may occur at the closing of the Company's refinancing of the Facility, anticipated on or about November 20, 2026 (the "**Refinancing Closing**"); and

WHEREAS, in connection with the Refinancing Closing, the Facility will be conveyed to One Dutchess Owner, LLC, a New York limited liability company owned by the same members as the Company; and

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WHEREAS, the Company has agreed to continue its employment, reporting and recapture obligations through December 31, 2027, the scheduled expiration of the Lease Term, pursuant to a Post-Termination Compliance and Recapture Agreement between the Agency and the Company (the "**Compliance Agreement**"), the Company's obligations under which will be guaranteed by Paula O'Neill (the "**Guarantor**") pursuant to a guaranty in favor of the Agency (the "**Guaranty**").

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby acknowledges receipt of the Termination Certificate and, subject to the conditions set forth in Section 2 hereof, waives the requirement of Section 11.1 of the Lease Agreement that the payments required by Section 11.2 thereof be made not less than forty-five (45) days after the filing of the Termination Certificate, so that the Lease Agreement and the Company Lease may terminate on the date of the Refinancing Closing.

Section 2. The waiver set forth in Section 1 hereof is conditioned upon, on or before the termination of the Lease Agreement: (i) the execution and delivery by the Company of the Compliance Agreement; (ii) the execution and delivery by the Guarantor of the Guaranty, in form and substance satisfactory to the Executive Director and Agency Counsel; and (iii) the payment by the Company of all amounts required by Section 11.2 of the Lease Agreement, including all fees and expenses of the Agency and Agency Counsel.

Section 3. The Agency hereby approves the Compliance Agreement, which provides, among other things, that through December 31, 2027 (i) the Company shall maintain four (4) FTEs at the Facility, measured as of December 31, 2026 and December 31, 2027; (ii) the Company shall deliver annual employment reports for 2026 and 2027 and such other information as the Agency requires for its reporting obligations; and (iii) the Company shall be subject to recapture of the financial assistance provided by the Agency on the terms set forth in Section 5.4 of the Lease Agreement.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (i) execute and deliver the Compliance Agreement; (ii) execute and deliver a termination of the Lease Agreement and a termination of the Company Lease, each in recordable form, and a bill of sale conveying the Equipment to the Company, as provided in Section 11.3 of the Lease Agreement (collectively, the "**Termination Documents**"); and (iii) execute, deliver and perform such other related documents to which the Agency is a party as may be necessary or appropriate, in each case in such forms and containing such terms, conditions and provisions as the person executing the same on behalf of the Agency shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

Section 5. The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Termination Documents and such other related documents as may be, in the judgment of the Executive Director and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution. The Termination Documents may be executed in advance of the

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Refinancing Closing and held in escrow, to be released upon satisfaction of the conditions set forth in Section 2 hereof. The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

Section 6. This resolution shall take effect immediately.

The resolution was duly moved by [ ], seconded by [ ], discussed and adopted with the following members voting:

Mark Doyle, Chairman	VOTING
Ronald J. Piccone, II, Vice Chairman/Treasurer	VOTING
Thomas J. LeCount, Secretary	VOTING
Brian C. Berryann	VOTING
Kristofer Munn	VOTING
John Zeolla, Jr.	VOTING

The Resolution was thereupon declared duly adopted.

Adopted: November 18, 2026

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Attorneys at Law
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Pawling, New York
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POST-TERMINATION COMPLIANCE AND RECAPTURE AGREEMENT

THIS POST-TERMINATION COMPLIANCE AND RECAPTURE AGREEMENT, dated as of November __, 2026 (this "**Agreement**"), is between the DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 3 Neptune Road, Poughkeepsie, New York 12601 (the "**Agency**"), and ONE DUTCHESS PHASE 3, LLC, a limited liability company, duly organized and validly existing under the laws of the State of New York, having its principal office at 24 Dutchess Landing Road, Poughkeepsie, New York 12601 (the "**Company**").

R E C I T A L S

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "**State**"); and

WHEREAS, the Agency previously provided its assistance to the Company in connection with a certain mixed-use residential and commercial facility (the "**Project**") consisting of the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing and equipping of a certain mixed-use residential and commercial facility and consisting of the following: (A) the acquisition of approximately 3.8 acres of land located at 10 O'Neill Court, 20 O'Neill Court and 70 Dutchess Landing Road, Town of Poughkeepsie, County of Dutchess, State of New York, bearing Tax Map Grid Nos. 134689-6062-02-781496, 134689-6062-02-768525 and 134689-6062-02-755495 (the "**Land**"); (B) the construction of (i) one approximately 13,753 square foot per story, four-story structure (approximately 55,012 total square feet) for multi-unit residential use, estimated to be 42 units, to be located at 10 O'Neill Court, Poughkeepsie, New York (ii) one approximately 13,753 square foot per story, four-story structure (approximately 55,012 total square feet) for multi-unit residential use, estimated to be 42 units, to be located at 20 O'Neill Court, Poughkeepsie, New York; and (iii) one approximately 4,000 square foot, one-story structure for commercial use to be located at 70 Dutchess Landing Road, Poughkeepsie, New York (collectively, the "**Improvements**"); and (C) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively the "**Equipment**" and, together with the Land and Improvements, the "**Facility**") to be owned by the Agency and leased to the Company to be used as part of the Facility; and

WHEREAS, the Project was approved by resolution duly adopted by the Agency on May 24, 2022 (the "**Authorizing Resolution**"); and

WHEREAS, the Company and the Agency previously entered into a Company Lease Agreement, dated as of June 1, 2022 (the "**Company Lease**"), with respect to the Facility; and

WHEREAS, the Agency and the Company previously entered into a Lease and Project Agreement, dated as of June 1, 2022 (the "**Lease Agreement**"), whereby the Agency leased the Facility to the Company for a Lease Term ending December 31, 2027; and

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WHEREAS, pursuant to the Authorizing Resolution, the Agency provided financial assistance to the Company in the form of an exemption from sales and use taxes, which has expired, and exemptions from mortgage recording taxes in connection with mortgages recorded in 2022 and 2025; and

WHEREAS, pursuant to Section 8.11 of the Lease Agreement, the Company agreed to create and maintain four (4) full-time equivalent employees ("**FTEs**") at the Facility as of December 31, 2026 and thereafter throughout the Lease Term, subject to recapture of benefits under Section 5.4 of the Lease Agreement; and

WHEREAS, construction of the Facility was completed in 2024; and

WHEREAS, by Certificate of Early Termination dated October 29, 2026 (the "**Termination Certificate**"), the Company exercised its option under Section 11.1 of the Lease Agreement to terminate the Lease Agreement and requested that the Agency waive the minimum forty-five (45) day notice period thereunder so that the termination may occur at the closing of the Company's refinancing of the Facility (the "**Refinancing**"), which includes the transfer of the Facility to One Dutchess Owner, LLC, a New York limited liability company and an affiliate of the Company (the "**Successor Owner**"); and

WHEREAS, in consideration of the Company's agreement to continue its employment, reporting and recapture obligations through December 31, 2027 as set forth herein, the Agency has agreed to waive the minimum notice period under Section 11.1 of the Lease Agreement, as approved by resolution of the Agency adopted November 18, 2026; and

WHEREAS, the Company and the Agency shall now enter into this Agreement to provide for such continuing obligations.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I
EARLY TERMINATION

Section 1.1 Waiver of Notice Period. The Agency hereby waives the minimum forty-five (45) day period set forth in Section 11.1 of the Lease Agreement, subject to the conditions set forth in Section 1.3 hereof. Such waiver is limited to such period and does not waive any other provision of the Lease Agreement or the Company Lease.

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Section 1.2 Termination Date. The Lease Agreement and the Company Lease shall terminate on the date the instruments terminating them are released from escrow and delivered for recording at the closing of the Refinancing (the "**Termination Date**").

Section 1.3 Conditions to Termination. The waiver set forth in Section 1.1 hereof is conditioned upon, on or before the Termination Date: (i) the execution and delivery by the Company of this Agreement; (ii) the execution and delivery of the Guaranty described in Section 2.6 hereof; and (iii) the payment by the Company of all amounts required by Section 11.2 of the Lease Agreement, including all fees and expenses of the Agency and Agency counsel relating to the termination of the Lease Agreement and the Company Lease and this Agreement.

Section 1.4 Surviving Lease Obligations. The Company confirms that its obligations under Sections 5.2(i), (j) and (k), 6.3(c), 8.2 and 10.4 and Article XIII of the Lease Agreement survive termination of the Lease Agreement as provided therein and in Section 14.8 thereof.

ARTICLE II
CONTINUING COMPLIANCE AND RECAPTURE

Section 2.1 Employment Covenant. The Company shall create and maintain, or cause to be created and maintained, at least four (4) FTEs at the Facility as of December 31, 2026 and December 31, 2027 (each, a "**Measurement Date**"). FTEs shall be calculated as provided in Section 8.11 of the Lease Agreement on the basis of a thirty-five (35) hour work week, and include employees of the Company, the Successor Owner, any property manager, contractor or subcontractor, and any commercial tenant, in each case whose place of employment or workplace is located at the Facility.

Section 2.2 Annual Reporting. Annually, the Company shall provide the Agency with a certified statement and documentation (i) enumerating the FTE jobs, by category, retained and/or created at the Facility as a result of the Agency's financial assistance and (ii) indicating the fringe benefits and salary averages or ranges for such categories of FTE jobs created and/or retained.

Section 2.3 Additional Information; Notice. Within thirty (30) days after written request, the Company shall provide such information as the Agency reasonably requires to complete reports under the Act, the Public Authorities Accountability Act of 2005, the Public Authorities Reform Act of 2009, or to the Authorities Budget Office or the Office of the State Comptroller, for any period through December 31, 2027. The Company shall notify the Agency in writing within thirty (30) days after obtaining actual knowledge of any fact or circumstance that would likely lead to or constitute a Recapture Event.

Section 2.4 Recapture Events. Each event described in Section 5.4(c) of the Lease Agreement (other than clause (1) thereof) that occurs on or before December 31, 2027 shall be a "Recapture Event" hereunder, as if the Lease Agreement had remained in effect, subject to the exceptions set forth in Section 5.4(e) of the Lease Agreement; provided that the conveyance of the Facility to the Successor Owner in connection with the Refinancing shall not be a Recapture Event. In addition, the failure of the Company or the Guarantor to perform any obligation under this Agreement or the Guaranty, which failure continues for thirty (30) days after written notice from the Agency, shall be a Recapture Event.

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Section 2.5 Payment of Recaptured Benefits. Upon the occurrence of a Recapture Event, the Company shall pay the Recaptured Benefits (as defined in Section 5.4(b) of the Lease Agreement), together with interest and costs, at the times and in the manner provided in Section 5.4 of the Lease Agreement, as if the Lease Agreement had remained in effect. The Board of Directors of the Agency may waive or reduce any recapture as provided in Section 5.4(h) of the Lease Agreement.

Section 2.6 Guaranty. The obligations of the Company under this Agreement shall be guaranteed by Paula O'Neill (the "**Guarantor**") pursuant to a guaranty in favor of the Agency, in form and substance satisfactory to the Executive Director of the Agency and Agency counsel (the "Guaranty").

Section 2.7 Term. This Agreement shall terminate on December 31, 2027; provided that the Company's obligation to deliver the report required by Section 2.2 hereof for the year ending December 31, 2027, and Sections 1.4, 2.5, 3.7, 3.8 and 3.9 hereof, shall survive until such report has been delivered and any Recaptured Benefits demanded with respect to a Recapture Event occurring on or before December 31, 2027 have been paid.

ARTICLE III
MISCELLANEOUS

Section 3.1 Notices. All notices hereunder shall be given as provided in Section 14.1 of the Lease Agreement, with a copy to the Guarantor.

Section 3.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 3.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.4 Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 3.5 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.6 Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State of New York without regard or reference to its conflict of laws principles.

Section 3.7 Nature of Obligations; No Lien. The obligations of the Company hereunder are general unsecured obligations of the Company. This Agreement creates no lien on or interest in the Facility, shall not be recorded, and shall not bind the Successor Owner or any mortgagee of the Facility.

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Section 3.8 Enforcement Costs. The Company shall reimburse the Agency on demand for its reasonable expenses, including attorneys' fees, incurred in enforcing this Agreement.

Section 3.9 Waiver of Jury Trial. The parties hereby waive trial by jury in any action arising out of or relating to this Agreement.

Section 3.10 Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the Lease Agreement.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

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The Agency and the Company have caused this Agreement to be signed as of the date first above written.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Robin D. Mack
Title: Executive Director

ONE DUTCHESS PHASE 3, LLC

By: _____
Name: Paula O'Neill
Title: Managing Member

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SUPPLEMENTAL AUTHORIZING RESOLUTION
(One Dutchess Phase 3, LLC 2022 Project)

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Thomas J. LeCount, Secretary
Brian C. Berryann
Kristofer Munn
John Zeolla, Jr.

ABSENT:

ALSO PRESENT: Robin D. Mack, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain industrial development facility (One Dutchess Phase 3, LLC 2022 Project) as more particularly described below:

SUPPLEMENTAL RESOLUTION OF THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY WAIVING THE NOTICE PERIOD FOR EARLY TERMINATION OF THE LEASE AGREEMENT IN CONNECTION WITH A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR ONE DUTCHESS PHASE 3, LLC, AND APPROVING THE EXECUTION OF A POST-TERMINATION COMPLIANCE AND RECAPTURE AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Dutchess County Industrial Development Agency (the "**Agency**") was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to One Dutchess Phase 3, LLC, a New York limited liability company having its principal office at 24 Dutchess Landing Road, Poughkeepsie, New York 12601 (the "**Company**"), for a project (the "**Project**") consisting of (A)

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the acquisition of approximately 3.8 acres of land located at 10 O'Neill Court, 20 O'Neill Court and 70 Dutchess Landing Road, Town of Poughkeepsie, Dutchess County, New York (the "**Land**"); (B) the construction of two four-story residential buildings containing approximately 84 residential units and one approximately 4,000 square foot commercial building (the "**Improvements**"); and (C) the acquisition and installation of equipment, machinery and other personal property for use therein (the "**Equipment**" and, together with the Land and the Improvements, the "**Facility**"); and

WHEREAS, the Project was approved by resolution duly adopted by the Agency on May 24, 2022 (the "**Authorizing Resolution**"), and the financial assistance provided by the Agency consisted solely of an exemption from sales and use taxes, which has expired, and exemptions from mortgage recording taxes; and

WHEREAS, the Company and the Agency previously entered into a Company Lease Agreement, dated as of June 1, 2022 (the "**Company Lease**"), whereby the Company leased the Land and the Improvements to the Agency; and

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WHEREAS, the construction of the Facility was completed in 2024, and the Lease Term continues beyond completion so that the Agency may monitor the Company's commitment under Section 8.11 of the Lease Agreement to maintain four (4) full-time equivalent employees ("**FTEs**") at the Facility as of December 31, 2026 and thereafter, subject to recapture of benefits under Section 5.4 of the Lease Agreement; and

WHEREAS, the Company's certified 2025 Employment Data reported 4.96 FTEs at the Facility for the year ended December 31, 2025; and

WHEREAS, Section 11.1 of the Lease Agreement grants the Company the option to terminate the Lease Agreement at any time upon filing with the Agency a certificate stating its intention to do so and the date of the payments required by Section 11.2 thereof, which date shall be not less than forty-five (45) nor more than ninety (90) days after the certificate is filed; and

WHEREAS, by Certificate of Early Termination dated October 29, 2026 (the "**Termination Certificate**"), the Company exercised its option under Section 11.1 of the Lease Agreement and requested that the Agency waive the minimum forty-five (45) day notice period so that the termination may occur at the closing of the Company's refinancing of the Facility, anticipated on or about November 20, 2026 (the "**Refinancing Closing**"); and

WHEREAS, in connection with the Refinancing Closing, the Facility will be conveyed to One Dutchess Owner, LLC, a New York limited liability company owned by the same members as the Company; and

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WHEREAS, the Company has agreed to continue its employment, reporting and recapture obligations through December 31, 2027, the scheduled expiration of the Lease Term, pursuant to a Post-Termination Compliance and Recapture Agreement between the Agency and the Company (the "**Compliance Agreement**"), the Company's obligations under which will be guaranteed by Paula O'Neill (the "**Guarantor**") pursuant to a guaranty in favor of the Agency (the "**Guaranty**").

NOW, THEREFORE, BE IT RESOLVED by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby acknowledges receipt of the Termination Certificate and, subject to the conditions set forth in Section 2 hereof, waives the requirement of Section 11.1 of the Lease Agreement that the payments required by Section 11.2 thereof be made not less than forty-five (45) days after the filing of the Termination Certificate, so that the Lease Agreement and the Company Lease may terminate on the date of the Refinancing Closing.

Section 2. The waiver set forth in Section 1 hereof is conditioned upon, on or before the termination of the Lease Agreement: (i) the execution and delivery by the Company of the Compliance Agreement; (ii) the execution and delivery by the Guarantor of the Guaranty, in form and substance satisfactory to the Executive Director and Agency Counsel; and (iii) the payment by the Company of all amounts required by Section 11.2 of the Lease Agreement, including all fees and expenses of the Agency and Agency Counsel.

Section 3. The Agency hereby approves the Compliance Agreement, which provides, among other things, that through December 31, 2027 (i) the Company shall maintain four (4) FTEs at the Facility, measured as of December 31, 2026 and December 31, 2027; (ii) the Company shall deliver annual employment reports for 2026 and 2027 and such other information as the Agency requires for its reporting obligations; and (iii) the Company shall be subject to recapture of the financial assistance provided by the Agency on the terms set forth in Section 5.4 of the Lease Agreement.

Section 4. In consequence of the foregoing, the Agency hereby determines to: (i) execute and deliver the Compliance Agreement; (ii) execute and deliver a termination of the Lease Agreement and a termination of the Company Lease, each in recordable form, and a bill of sale conveying the Equipment to the Company, as provided in Section 11.3 of the Lease Agreement (collectively, the "**Termination Documents**"); and (iii) execute, deliver and perform such other related documents to which the Agency is a party as may be necessary or appropriate, in each case in such forms and containing such terms, conditions and provisions as the person executing the same on behalf of the Agency shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

Section 5. The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Termination Documents and such other related documents as may be, in the judgment of the Executive Director and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution. The Termination Documents may be executed in advance of the

CAPPILLINO, ROTHSCHILD & EGAN LLP
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Refinancing Closing and held in escrow, to be released upon satisfaction of the conditions set forth in Section 2 hereof. The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

Section 6. This resolution shall take effect immediately.

The resolution was duly moved by [ ], seconded by [ ], discussed and adopted with the following members voting:

Mark Doyle, Chairman	VOTING
Ronald J. Piccone, II, Vice Chairman/Treasurer	VOTING
Thomas J. LeCount, Secretary	VOTING
Brian C. Berryann	VOTING
Kristofer Munn	VOTING
John Zeolla, Jr.	VOTING

The Resolution was thereupon declared duly adopted.

Adopted: November 18, 2026

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CAPPILLINO, ROTHSCHILD & EGAN LLP
Attorneys at Law
Seven Broad Street
P.O. Box 390
Pawling, New York
12564-0390
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POST-TERMINATION COMPLIANCE AND RECAPTURE AGREEMENT

THIS POST-TERMINATION COMPLIANCE AND RECAPTURE AGREEMENT, dated as of November __, 2026 (this "**Agreement**"), is between the DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 3 Neptune Road, Poughkeepsie, New York 12601 (the "**Agency**"), and ONE DUTCHESS PHASE 3, LLC, a limited liability company, duly organized and validly existing under the laws of the State of New York, having its principal office at 24 Dutchess Landing Road, Poughkeepsie, New York 12601 (the "**Company**").

R E C I T A L S

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "**State**"); and

WHEREAS, the Agency previously provided its assistance to the Company in connection with a certain mixed-use residential and commercial facility (the "**Project**") consisting of the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing and equipping of a certain mixed-use residential and commercial facility and consisting of the following: (A) the acquisition of approximately 3.8 acres of land located at 10 O'Neill Court, 20 O'Neill Court and 70 Dutchess Landing Road, Town of Poughkeepsie, County of Dutchess, State of New York, bearing Tax Map Grid Nos. 134689-6062-02-781496, 134689-6062-02-768525 and 134689-6062-02-755495 (the "**Land**"); (B) the construction of (i) one approximately 13,753 square foot per story, four-story structure (approximately 55,012 total square feet) for multi-unit residential use, estimated to be 42 units, to be located at 10 O'Neill Court, Poughkeepsie, New York (ii) one approximately 13,753 square foot per story, four-story structure (approximately 55,012 total square feet) for multi-unit residential use, estimated to be 42 units, to be located at 20 O'Neill Court, Poughkeepsie, New York; and (iii) one approximately 4,000 square foot, one-story structure for commercial use to be located at 70 Dutchess Landing Road, Poughkeepsie, New York (collectively, the "**Improvements**"); and (C) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively the "**Equipment**" and, together with the Land and Improvements, the "**Facility**") to be owned by the Agency and leased to the Company to be used as part of the Facility; and

WHEREAS, the Project was approved by resolution duly adopted by the Agency on May 24, 2022 (the "**Authorizing Resolution**"); and

WHEREAS, the Company and the Agency previously entered into a Company Lease Agreement, dated as of June 1, 2022 (the "**Company Lease**"), with respect to the Facility; and

WHEREAS, the Agency and the Company previously entered into a Lease and Project Agreement, dated as of June 1, 2022 (the "**Lease Agreement**"), whereby the Agency leased the Facility to the Company for a Lease Term ending December 31, 2027; and

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WHEREAS, pursuant to the Authorizing Resolution, the Agency provided financial assistance to the Company in the form of an exemption from sales and use taxes, which has expired, and exemptions from mortgage recording taxes in connection with mortgages recorded in 2022 and 2025; and

WHEREAS, pursuant to Section 8.11 of the Lease Agreement, the Company agreed to create and maintain four (4) full-time equivalent employees ("**FTEs**") at the Facility as of December 31, 2026 and thereafter throughout the Lease Term, subject to recapture of benefits under Section 5.4 of the Lease Agreement; and

WHEREAS, construction of the Facility was completed in 2024; and

WHEREAS, by Certificate of Early Termination dated October 29, 2026 (the "**Termination Certificate**"), the Company exercised its option under Section 11.1 of the Lease Agreement to terminate the Lease Agreement and requested that the Agency waive the minimum forty-five (45) day notice period thereunder so that the termination may occur at the closing of the Company's refinancing of the Facility (the "**Refinancing**"), which includes the transfer of the Facility to One Dutchess Owner, LLC, a New York limited liability company and an affiliate of the Company (the "**Successor Owner**"); and

WHEREAS, in consideration of the Company's agreement to continue its employment, reporting and recapture obligations through December 31, 2027 as set forth herein, the Agency has agreed to waive the minimum notice period under Section 11.1 of the Lease Agreement, as approved by resolution of the Agency adopted November 18, 2026; and

WHEREAS, the Company and the Agency shall now enter into this Agreement to provide for such continuing obligations.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I
EARLY TERMINATION

Section 1.1 Waiver of Notice Period. The Agency hereby waives the minimum forty-five (45) day period set forth in Section 11.1 of the Lease Agreement, subject to the conditions set forth in Section 1.3 hereof. Such waiver is limited to such period and does not waive any other provision of the Lease Agreement or the Company Lease.

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Section 1.2 Termination Date. The Lease Agreement and the Company Lease shall terminate on the date the instruments terminating them are released from escrow and delivered for recording at the closing of the Refinancing (the "**Termination Date**").

Section 1.3 Conditions to Termination. The waiver set forth in Section 1.1 hereof is conditioned upon, on or before the Termination Date: (i) the execution and delivery by the Company of this Agreement; (ii) the execution and delivery of the Guaranty described in Section 2.6 hereof; and (iii) the payment by the Company of all amounts required by Section 11.2 of the Lease Agreement, including all fees and expenses of the Agency and Agency counsel relating to the termination of the Lease Agreement and the Company Lease and this Agreement.

Section 1.4 Surviving Lease Obligations. The Company confirms that its obligations under Sections 5.2(i), (j) and (k), 6.3(c), 8.2 and 10.4 and Article XIII of the Lease Agreement survive termination of the Lease Agreement as provided therein and in Section 14.8 thereof.

ARTICLE II
CONTINUING COMPLIANCE AND RECAPTURE

Section 2.1 Employment Covenant. The Company shall create and maintain, or cause to be created and maintained, at least four (4) FTEs at the Facility as of December 31, 2026 and December 31, 2027 (each, a "**Measurement Date**"). FTEs shall be calculated as provided in Section 8.11 of the Lease Agreement on the basis of a thirty-five (35) hour work week, and include employees of the Company, the Successor Owner, any property manager, contractor or subcontractor, and any commercial tenant, in each case whose place of employment or workplace is located at the Facility.

Section 2.2 Annual Reporting. Annually, the Company shall provide the Agency with a certified statement and documentation (i) enumerating the FTE jobs, by category, retained and/or created at the Facility as a result of the Agency's financial assistance and (ii) indicating the fringe benefits and salary averages or ranges for such categories of FTE jobs created and/or retained.

Section 2.3 Additional Information; Notice. Within thirty (30) days after written request, the Company shall provide such information as the Agency reasonably requires to complete reports under the Act, the Public Authorities Accountability Act of 2005, the Public Authorities Reform Act of 2009, or to the Authorities Budget Office or the Office of the State Comptroller, for any period through December 31, 2027. The Company shall notify the Agency in writing within thirty (30) days after obtaining actual knowledge of any fact or circumstance that would likely lead to or constitute a Recapture Event.

Section 2.4 Recapture Events. Each event described in Section 5.4(c) of the Lease Agreement (other than clause (1) thereof) that occurs on or before December 31, 2027 shall be a "Recapture Event" hereunder, as if the Lease Agreement had remained in effect, subject to the exceptions set forth in Section 5.4(e) of the Lease Agreement; provided that the conveyance of the Facility to the Successor Owner in connection with the Refinancing shall not be a Recapture Event. In addition, the failure of the Company or the Guarantor to perform any obligation under this Agreement or the Guaranty, which failure continues for thirty (30) days after written notice from the Agency, shall be a Recapture Event.

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Section 2.5 Payment of Recaptured Benefits. Upon the occurrence of a Recapture Event, the Company shall pay the Recaptured Benefits (as defined in Section 5.4(b) of the Lease Agreement), together with interest and costs, at the times and in the manner provided in Section 5.4 of the Lease Agreement, as if the Lease Agreement had remained in effect. The Board of Directors of the Agency may waive or reduce any recapture as provided in Section 5.4(h) of the Lease Agreement.

Section 2.6 Guaranty. The obligations of the Company under this Agreement shall be guaranteed by Paula O'Neill (the "**Guarantor**") pursuant to a guaranty in favor of the Agency, in form and substance satisfactory to the Executive Director of the Agency and Agency counsel (the "Guaranty").

Section 2.7 Term. This Agreement shall terminate on December 31, 2027; provided that the Company's obligation to deliver the report required by Section 2.2 hereof for the year ending December 31, 2027, and Sections 1.4, 2.5, 3.7, 3.8 and 3.9 hereof, shall survive until such report has been delivered and any Recaptured Benefits demanded with respect to a Recapture Event occurring on or before December 31, 2027 have been paid.

ARTICLE III
MISCELLANEOUS

Section 3.1 Notices. All notices hereunder shall be given as provided in Section 14.1 of the Lease Agreement, with a copy to the Guarantor.

Section 3.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 3.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.4 Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 3.5 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.6 Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State of New York without regard or reference to its conflict of laws principles.

Section 3.7 Nature of Obligations; No Lien. The obligations of the Company hereunder are general unsecured obligations of the Company. This Agreement creates no lien on or interest in the Facility, shall not be recorded, and shall not bind the Successor Owner or any mortgagee of the Facility.

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Section 3.8 Enforcement Costs. The Company shall reimburse the Agency on demand for its reasonable expenses, including attorneys' fees, incurred in enforcing this Agreement.

Section 3.9 Waiver of Jury Trial. The parties hereby waive trial by jury in any action arising out of or relating to this Agreement.

Section 3.10 Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the Lease Agreement.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

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The Agency and the Company have caused this Agreement to be signed as of the date first above written.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Robin D. Mack
Title: Executive Director

ONE DUTCHESS PHASE 3, LLC

By: _____
Name: Paula O'Neill
Title: Managing Member

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CERTIFICATE OF EARLY TERMINATION
PURSUANT TO
SECTION 11.1 OF LEASE AND PROJECT AGREEMENT
ONE DUTCHESS PHASE 3, LLC

(Dutchess County Industrial Development Agency: One Dutchess Phase 3, LLC 2022 Project, Agency Project No. 13022201)

To: Dutchess County Industrial Development Agency
3 Neptune Road
Poughkeepsie, New York 12601
Attention: Executive Director

cc: Cappillino, Rothschild & Egan LLP
Seven Broad Street, P.O. Box 390
Pawling, New York 12564-0390
Attention: Elizabeth A. Cappillino, Esq.

Re: Lease and Project Agreement, dated as of June 1, 2022 (the "Lease Agreement"), between Dutchess County Industrial Development Agency (the "Agency") and One Dutchess Phase 3, LLC (the "Company"), and Company Lease Agreement, dated as of June 1, 2022 (the "Company Lease"), between the Company and the Agency, each relating to the Facility consisting of Units I, J and Commercial of the One Dutchess Avenue Condominium, Poughkeepsie, New York, and the Equipment

The undersigned, Paula O'Neill, being the Managing Member of the Company and an Authorized Representative of the Company designated in accordance with the Lease Agreement, hereby certifies to the Agency, pursuant to Section 11.1 of the Lease Agreement, as follows. Capitalized terms used and not defined in this Certificate have the meanings given to them in the Lease Agreement.

1. **Election to Terminate.** The Company hereby exercises its option under Section 11.1 of the Lease Agreement to terminate the Lease Agreement. Upon the termination of the Lease Agreement, the Company Lease shall terminate in accordance with its terms.

2. **Payment Date.** The date upon which the Company shall make the payments required by Section 11.2 of the Lease Agreement is the date of the closing of the refinancing of the Facility (the "Refinancing Closing"), which the Company anticipates will occur on or about November 20, 2026 (the "Termination Date"). The Company will confirm the Termination Date to the Agency and to Agency counsel in writing not less than three (3) Business Days before the Refinancing Closing.

3. **Request for Waiver of the Minimum Notice Period.** The Company acknowledges that the Termination Date is fewer than forty-five (45) days after the date on which this Certificate is filed with the Agency, and the Company requests that the Agency waive the minimum notice period under Section 11.1 of the Lease Agreement so that the termination may take effect on the Termination Date. The Company understands that Agency counsel will prepare the termination documents for execution in advance and delivery into escrow, and that the Agency's board will be asked at its meeting on November 18, 2026 to approve the waiver, the agreement described in paragraph 5 below, and the release of the termination documents from escrow at the Refinancing Closing.

4. **Section 11.2 Payments.** On the Termination Date the Company shall pay or cause to be paid: (a) to the Agency, the purchase price for the Equipment of One Dollar ($1.00); (b) to the Agency, all amounts, if any, due and payable under Section 5.4 of the Lease Agreement (the undersigned is not aware of any Recapture Event, and no Recaptured Benefits have been declared payable by the Agency); (c) to the Agency, the amount certified by the Agency to be sufficient to pay all unpaid fees and expenses of the Agency incurred under the Agency Documents, including the fees and expenses of the Agency and its counsel in connection with this termination; and (d) to the appropriate Person, all other fees, expenses or charges, if any, due and payable or to become due and payable under the Company Documents.

5. **Continuing Reporting and Recapture Obligations.** In consideration of the Agency's consent to termination before the expiration of the Lease Term, the Company agrees that its reporting and recapture obligations under the Lease Agreement, including those under Sections 5.4, 8.11 and 8.12, shall continue through December 31, 2027, the scheduled expiration of the Lease Term, under a separate agreement with the Agency to be executed at or before the Termination Date, and that the Company's obligations under that agreement will be guaranteed by Paula O'Neill.

6. **Conveyance and Lender Release.** The Company requests that the Agency deliver at the Refinancing Closing, against receipt of the amounts described in paragraph 4, the documents described in Section 11.3 of the Lease Agreement, including the termination of the Lease Agreement and of the Company Lease in recordable form and the conveyance of the Equipment to the Company. At the Refinancing Closing the Company will request each Lender to release the Agency from any Mortgage and any other Loan Documents to which the Agency is a party, as provided in Section 11.3 of the Lease Agreement.

7. **Status of the Company Documents.** The Company Documents are in full force and effect. To the knowledge of the undersigned, no Event of Default under Section 10.1 of the Lease Agreement has occurred and is continuing. As reported in the Company's 2025 Employment Data dated January 21, 2026, the Company maintained 4.96 full-time equivalent employees at the Facility for the year ended December 31, 2025, against the commitment of four (4) full-time equivalent employees under Section 8.11 of the Lease Agreement.

8. **Filing and Communications.** This Certificate is filed with the Agency in accordance with Sections 11.1 and 14.1 of the Lease Agreement. Communications regarding this Certificate may be directed to counsel to the Company, Lauran O'Neill, Esq., 241 Hudson Street, Hackensack, New Jersey 07601, (201) 488-4455, loneill@onekeyllc.com.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the 29th day of October, 2026.

ONE DUTCHESS PHASE 3, LLC

By: _____
Name: Paula O'Neill
Title: Managing Member and Authorized Representative

Receipt of this Certificate is acknowledged by the Agency.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____
Date filed with the Agency: _____, 2026

Dutchess County Industrial Development Agency

Ladies and Gentlemen:

Enclosed please find the application of the Dutchess County Industrial Development DCIDA (the "DCIDA"). Please be advised that there is a $1,000.00 application fee to be paid by the client and to be enclosed with the completed application in order to enable the DCIDA to proceed with the benefit package.

You will receive an Engagement Letter which constitutes an explanation of legal fees and costs related to our counsels' work with respect to your project. This Engagement Letter will require an escrow account of $5,000.00 and our counsel will invoice you monthly on an hourly rate basis for services rendered and deduct it from the escrow account. Should you terminate the agreement or abandon the project, any unused funds will be returned to you. If you have any questions concerning this matter, please contact me.

I advise you that the DCIDA itself does not lend money. Instead, the DCIDA issues bonds for the benefit of the project applicant. The project applicant must find a purchaser of the bonds and agree as to terms and conditions of repayment, interest rate, interim advances during construction, what securities are to be pledged, etc., just as the project applicant and a lender would in any other secured transaction. On filing an application, the project applicant should be fairly secure in knowing where to obtain the requisite moneys.

No work should be commenced or construction contracts entered into or materials ordered or land purchased if any of these expenses are to be included in the bond issue prior to the DCIDA passing an Inducement Resolution and Agreement with the project applicant after an application is filed. To do so may jeopardize the inclusion of the expense of such item in the bond issue.

In completing the application, please note certain material is requested that is required by statute in order to authorize the issuance of the bonds, to wit: the increased employment and your history as to location and why you are expanding or locating in Dutchess County. The bonds are issued as an inducement in industrial, commercial and warehousing facilities that presently do not exist in Dutchess County, or, if they exist, there is an expansion program contemplated. The bond proceeds cannot be used in any way for refinancing existing mortgages.

Prior to the issuance of IDA benefits (PILOT and/or bonds), the project applicant is required to make an agreement in lieu of taxes with all local taxing authorities and furnish the DCIDA with a certified copy of all of the agreements in lieu of taxes. An issue will not close without this document in place. The processing fees of the DCIDA is one percent (1%) of the first $25 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $25 million. Processing fees for industrial and manufacturing projects are one percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million.

The project applicant additionally will be required to pay DCIDA Counsel fees, Bond Counsel fees and other direct expenses of the DC IDA, including, but not limited to, local workforce compliance monitoring fees, special reports and accounting and engineering expenses. The project applicant agrees that such legal fees and other direct expenses of the DC IDA such as publication costs and stenographer's fees are payable separately from the application and processing fees. The above fees will be payable in full on the sale of the bonds. Failure and neglect to proceed to close will result in pro rata tender of billings.

Upon receiving the application in my office, I will convene a meeting of the DCIDA to meet with the principals personally to discuss the application, as now required by DCIDA policy.

Please note that the DCIDA is under no obligation to act favorably on this application, and the project applicant agrees to release the DCIDA, its members, its staff, its successors and assigns from any claim against the DCIDA that may arise from the DCIDA's processing the application or by the DCIDA's either granting or denying the application.

Because the DCIDA is an exempt organization under the Internal Revenue Code of 1986, as amended, I advise you further that certain benefits will accrue during construction, such as the nonpayment of sales taxes on goods purchased for either initial construction or start-up equipment. Furthermore, upon the filing of documents, no mortgage tax will be necessary between the DCIDA and a trustee or bank collecting the moneys during the financing for the repayment of bonds. In accordance with New York State regulations, you are advised that we are obligated to include a "Recapture of Benefit Provision" in our application which details DCIDA procedure to be utilized to recapture benefits given to projects in certain instances.

If I can be of further assistance, please feel free to contact our office.

Very truly yours,

Sarah Lee
Executive Director

Enclosures

PLEASE TAKE NOTICE — The DCIDA in certain respects is subject to the Freedom of Information Law or Sunshine Laws of the State of New York. If there are any confidential matters or negotiations for real property taking place that would be adversely affected by revelation of the particulars to the public or media, it is suggested that this matter be discussed with the DCIDA Counsel or personnel directly and not set forth in the initial application unless required by Bond Counsel for the preparation of the Inducement Resolution. Any financial disclosures of the project applicant requested should be marked confidential to ensure their attention as confidential documents. Although the DCIDA does not pass on the project applicant's financial ability to pay, which is the bond purchaser's prerogative, the DCIDA does want to know that the project applicant is a viable business enterprise.

DC ida
Dutchess County Industrial Development Agency

To help companies locate here, make needed capital expansion or grow existing and new jobs.

3 Neptune Road
Poughkeepsie, NY 12601
Phone: 845.463.5400 Fax: 845.463.0100
Email: info@thinkdutchess.com
www.thinkdutchess.com

APPLICATION FOR FINANCIAL ASSISTANCE

Th!nk DUTCHESS

DCIDA
Dutchess County Industrial Development Agency

DCIDA Board and Staff
OFFICERS

Chairman
Timothy E. Dean

Vice Chairman
Mark Doyle

Secretary/Treasurer
Kathleen M. Bauer

Executive Director
Sarah Lee

Chief Financial Officer
Marilyn Yerks

Compliance Officer/
Records Access Officer
Marilyn Yerks

BOARD OF DIRECTORS

Amy Bombardieri
Kathleen M. Bauer
Timothy E. Dean
Mark Doyle
Don Sagliano
Alfred D. Torreggiani

Counsel
Donald Cappillino
Elizabeth Cappillino

COUNTY GOVERNMENT

County Executive

Marcus J. Molinaro
Dutchess County Office Building
22 Market Street, Sixth Floor
Poughkeepsie, NY 12601
Tel.# (845) 486-2000(B) Fax # (845) 486-2021
Email: mmolinaro@dutchessny.gov

This e-mail address is being protected from spambots

Dutchess County Legislature

A. Gregg Pulver, Chairman
Dutchess County Office Building
22 Market Street, Sixth Floor
Poughkeepsie, NY 12601
Tel # (914) 474-0908 (B) Fax # (845) 486-2113
Email: gpulver@dutchessny.gov

MISSION STATEMENT

The Dutchess County Industrial Development Agency [DCIDA] was created to further economic development in Dutchess County through the issuance of bonds to facilitate the building of capital projects with the resultant construction jobs and permanent follow on employment.

INSTRUCTIONS

I. Application Submission and Application Fees

All applications will be subject to approval of the Dutchess County Industrial Development DCIDA ("DCIDA") and no financial Assistance can be provided, including a sales tax exemption on purchases made prior to DCIDA approval, until the application has been approved.

The DCIDA will not approve any applications unless, in the judgment of the DCIDA, the application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action. The DCIDA may find it necessary to request additional information, should additional information be required the DCIDA will not consider the application complete until all additional information is received.

The DCIDA will not give final approval to this application until the DCIDA receives a completed environmental assessment form concerning the Project.

All projects receiving a benefit greater than $100,000 are required to have a public hearing inclusive of a 10 day notice before any approval can be granted by the DCIDA.

The DCIDA has established an application fee of $1,000.00 to cover the anticipated costs of processing the application. A check or money order made payable to the Dutchess County Industrial Development DCIDA (DC IDA) must accompany each application. The Application WILL NOT be accepted by the DCIDA unless accompanied by the application fee.

When completed, return the application to the *Dutchess County IDA, 3 Neptune Road, Poughkeepsie, NY 12601.*

The applicant will be required to pay to the DCIDA the actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the DCIDA's bond issued to finance the project). The Applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the DCIDA. The costs incurred may be considered as part of the bond issue.

The DCIDA has established an administrative fee for each project it engages. Unless the DCIDA agrees in writing to the contrary, the project fee is required to be paid by the applicant at or prior to the granting of any financial assistance by the DCIDA

II. Application Components and Exhibits

The sections below are included in the Application. These make up the required information and documents that must be completed and submitted to the DCIDA in order for your Application to be considered. Failure to provide information may impact your project being considered in a timely manner.

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")
If an estimate is given as an answer to a question, put "est." after the figure or answer, which is estimated.

If more space is needed to answer any question, please attach a separate sheet.

General Information

Section 1- **Applicant Information**

Section 2 – **Project Description and Details**

Section 3 – **Project Evaluation & Assistance Framework**

Section 4 – **Retail Determination**

Section 5 – **Inter-Municipal Move Determination**

Section 6 – **Single or Multi-Tenant Determination**

Section 7 – **Representations, Certifications and Indemnification Forms**

Section 8 – **Local Workforce Certification Form**

Attachment 1 – Environmental Assessment Form (EAF)– An Environmental Assessment must be completed for every project. The Short Environmental Assessment Form is available on the DCIDA Website at https://thinkdutchess.com/ida/application/. However in some instances a Long Form EAF may need to be completed.

Attachment 2 - DCIDA Standard Fee Schedule and other Fees

Attachment 3 – Additional Community Benefit Metrics Definition

III. Insurance

Once a project is approved by the DCIDA, insurance will be required. Details of the required insurance will be provided in the DCIDA contracts, in the meantime please note that insurance is to be provided after Board approval but prior to utilization of your IDA benefits. Insurance shall be maintained during the term of any applicable Agent Agreement or Lease Agreement by and between the DCIDA and Project Applicant. Proof of Insurance will be required and requested on an annual basis.

IV. Local Workforce Policy

Construction jobs though limited in time duration, are vital to the overall employment opportunities in Dutchess County.

For projects $10,000,000 and above, the DCIDA believes that Project Applicants, as a condition to receiving a real property tax abatement also referred to as a Payment in Lieu of Taxes (PILOT) from the Agency, will be required to utilize qualified Workforce for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

The Local Area is defined as individuals residing in the following County /Cities /Towns /Villages as well as the following Counties (collectively, the "Local Area"): Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County. Companies receiving a PILOT as part of their financial assistance shall ensure that at least 80% of total work hours of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively the "Workers") working on the Project Site must reside within the Local Area. The 80% shall be measured by hours in total at the time of completion of the project. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Area to qualify under the 80% local Workforce criteria.

It is understood that at certain times, Workers residing within the Local Area may not be available with respect to a Project. Under this condition, the Company is required to contact the DCIDA to request a waiver of the Local Utilization Requirement (the "Local Workforce Utilization Waiver Request") waivers may be granted in the following situations (a) Warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers (b) Specialized construction for which qualified Local Workforce Area workers are not available (c) Significant cost differentials in bid prices whereby the use of local Workforce significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations (d) Documented lack of workers meeting the Local Workforce Area

requirement. The DCIDA shall evaluate the Local Workforce Utilization Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

V. Recapture of Financial Assistance

In order to better ensure the integrity of the projects that receive Financial Assistance from the DCIDA, has determined that is in the public interest: (a) to ensure the continuity of such project and the jobs created by such projects; (b) ensure the use of local workforce during project construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (c) to ensure that the investment amount as proposed by the Applicant and approved by the DCIDA is made (d) to ensure that the state and local taxes and use tax exemption benefits are utilized in the amount as so authorized by the DCIDA (e) to ensure the state and local sales and use tax exemptions benefits are only utilized by the company/applicant and its duly appointed agents; (f) to ensure that the state and local sales and use tax are only utilized on the specific project as described in the Application and (g) to ensure that the Company complies with the certain material terms and conditions as determined by the DCIDA. At such time as the Applicant fails to meet the terms of the Agreement including failing to retain and create jobs as represented in the Application a recapture of any or all state and local sales and use tax exemption benefits, mortgage recording tax exemption benefits and real property abatement benefits may be required to be paid by the Applicant.

Details on the DCIDA Policy can be found on the DCIDA Website (https://thinkdutchess.com/ida/dcida-public-documents-and-policies/)

- Maintaining Performance Based incentives for projects granted assistance including a PILOT
- Projects granted assistance without a PILOT

VI. Submission and Acceptance of the Application for Financial Assistance

Please note that the DCIDA is under no obligation to act favorably on this application, and the project applicant agrees to release the DCIDA, its members, its staff, its successors and assigns from any claim against the DCIDA that may arise from the DCIDA's processing the application or by the DCIDA's either granting or denying the application.

Please note that Article 6 of the Public Officers Law declares that all records in the possession of the DCIDA (with certain limited exceptions) are open to public inspection and copying. Also, as of December 2018, the IDA will post project applications on the Agency's

website. 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 Public Officers Law.

DC IDA
Dutchess County Industrial Development Agency

General Information

I. Project Identification

Company Name	FEIN	Name and Title of Contact Person
One Dutchess Phase 3, LLC	**84-4591845**	**Lauran O'Neill -Assistant General Counsel**

Address	City/State	County	Zip
24 Dutchess Avenue, Poughkeepsie, NY		**Dutchess**	**12601**

Telephone Number	Website	Email
201-488-4455	**onedutchess.com**	**loneill@theoneillgroup.us**

Full Address of the site/location of the proposed project, including County and Zip Code

Building I: 10 O'Neill Court, Poughkeepsie NY 12601 (42 Units)
Building J: 20 O'Neill Court, Poughkeepsie NY 12601 (42 Units)
Building K: 70 Dutchess Landing Road, Poughkeepsie NY 12601 (4,000 sqf Commercial Space)

II Project Request

Please check which type of assistance you are applying for (select all that apply):

- Bond Issuance (Tax Exempt / Taxable)
- Straight Lease
- Payment in Lieu of Taxes
- Sales Tax Exemptions
- Mortgage Tax Exemption

III. Authorizing Signature

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the DCIDA will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading. The Applicant confirms and acknowledges 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 exemption claimed by reason of the DCIDA's involvement in the Project.

Signature *Lauran Oneill*
Print Name **Lauran O'Neill**
Title **Assistant General Counsel**
Date **April 4, 2022**

DC ida
Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Section I: Applicant Information

Applicant Background (company receiving benefit)

A. Company Contact (if different from individual completing application)

Name: **See above.**
Title:
Address:
Phone: Fax:
Email:

B. Company Counsel:

Name of Attorney: **See above.**
Firm Name:
Address
Phone: Fax:
Email:

C. Form of Business Organization:

For-profit corporation	Not-for-profit corporation
General partnership	Limited partnership
Limited liability company	Sole proprietorship

If you are a corporation or limited liability company, please provide date and state of incorporation: **February 4, 2020**

If a foreign corporation or foreign limited liability company, please provide date authorized to do business in New York: **Not applicable.**

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

D. Please list Principal Owners/Officers/Directors:

(Principal owners that hold more than 15% equity ownership)

Paula ONeill, individually (20%)
Trust FBO Lauran ONeill(20%)
Trust FBO Clara ONeill (20%)
Trust FBO Corey ONeill (20%)
Trust FBO Fina ONeill (20%)

If Applicant has a significant relationship with an affiliate company(ies), please list the name and address of such affiliate(s):

The ONeill Group LLC (lead developer), Onekey, LLC (builder), The ONeill Group-Dutton, LLC,(property management and phase 1 of the project), and One Dutchess Phase 2, LLC (phase 2 of the project).

Less significant affiliates listed on Attachment A.

E. Holding Company

Will a Real Estate Holding Company be utilized to own the Project property/ facility? Yes No

What is the name of the Real Estate Holding Company: **Not applicable**

Federal Employer ID Number: **Not applicable**

State and Year or Incorporation/Organization: **Not applicable**

List of stockholders, members, or partners of Applicant: **Not applicable**

F. Applicant Business Description:

Brief description of company, operations, products and services. Description is critical in determining eligibility. Attach additional pages if needed:

Please See Attachment B.

The subject project is the construction of 84 residential units and 4,000 square feet of commercial space.

G. Brief Description of Company History (formation, growth, transitions, location):

Please See Attachment B.

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Estimated % of sales within County	80%
Estimated % of sales outside County but within New York State	10%
Estimated % of sales outside NYS but within U.S.	10%
Estimated % of sales outside the US	0%
Total Sales	100%

H. Is or was the Company assisted by DCIDA?

Yes ☐ No ☑

I. Has the company received any state or federal subsidies or program assistance in the last 10 years?

Yes ☐ No ☑

If yes, please list subsidies, program assistance or grants

J. Have you contacted or been contacted by other Economic Development Agencies for this project? If yes, please identify which agencies and what other assistance or assistance sought and the dollar amount that is anticipated to receive.

Yes ☐ No ☑

If yes, please list:

K. If the company is a party to any significant pending or recently concluded litigation (including bankruptcy), please describe:

There is currently on ongoing tax appeal.

L. Is Company in compliance with local, state and federal taxes, workers' protection, and environmental laws?

Yes.

M. Please attach a copy of most recent company annual audit.

The company does not have an individual annual audit.

N. Please attach sales and income projections or a project pro forma for next 3 to 5 years.

Information disseminated under separate cover.

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Section II: Project Description & Details

A. Industry

Please check off the Project's Industry Sector:

Natural Resources / Mining	Information Technology
Construction	Financial Services
Utilities	Professional / Business Services
Manufacturing	Education or Healthcare Services
Wholesale / Retail	Leisure and Hospitality
Transportation /Warehousing	Government

Other (Please write): **New Construction/Mixed Use Real Estate**

North American Industrial Classifications Number (NAICS):

B. Project Location

Project Address: **10 O'Neill Court, 20 O'Neill Court, and 70 Dutchess Landing Road, Poughkeepsie, Dutchess County, NY 12601**

Section Block Lot (SBL) Number for Property which proposed Project will be located:

Tax Parcel 134689-6062-02-781486 (Building I): 13,753 SF
Tax Parcel 134689-6062-02-768525 (Building J): 13,753 SF
Tax parcel 134689-6062-02-755495 (Commercial Building): 4,000 SF

Property Tax Jurisdiction

Municipal: **Town of Poughkeepsie**

School District: **Hyde Park CSD**

Project Property Value:

Current Assessed Value: **$900,000**

Current Property Taxes: **$35,373.72**

Are the Real Property Taxes current? Yes No

If no, please explain:

Utilities: Indicate which, if any, utilities are on site

Water	Electric
Gas	Sanitary/Storm Water

Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Does the Applicant or any related entity hold fee title to the Project Site? Yes No

If no, Present legal owner of site:

Does the Applicant or related entity have an option /contract to purchase the Project site?

Yes No

Describe the present use of the proposed Project Site

The Project Site was an abandoned industrial site which is currently vacant land located next to the Hudson River.

The facility consists of a building/space which will be (check as applicable)

Acquired Constructed

Renovated Expanded

In the space below briefly describe the proposed project and its purpose (new build, renovations, and equipment purchases). Identify specific uses occurring with the project. Describe any and all tenants and any/all end users. (Attach detailed information if necessary).

See Attachment C.

Describe why the DCIDA's financial assistance is necessary and if the applicant is unable to obtain DCIDA financial assistance, what will be the impact on the Applicant and Dutchess County and/or municipality? Would the applicant proceed with the project without DCIDA assistance? (Attached additional sheets if necessary).

Due to the increase in permanent financing rates from around 3.625% when we initially started project planning to 4.5% + now, the project no longer can sustain the full amount of necessary financing needed to move forward without some aid. Additionally, the rise in rates as well as supply chain issues have caused a ripple effect through all industries raising the prices of supplies needed for this project. The abatements are needed to mitigate these increases and make the project viable again. If the project is not undertaken, the land would have a lower basis meaning less tax income for the Town of Poughkeepsie and Dutchess County. Additionally, there would no longer be the jobs created by the mid-sized commercial space being built at the site and any indirect economic benefits that come from construction and new residents would remain unrealized.

Please confirm by checking the box below if there is a likelihood that the Project would be not undertaken but for the Financial Assistance provided by the DCIDA.

Yes No

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

If the Project could be undertaken without Financial Assistance provided by the DCIDA, then provide a statement below indicating why the Project should be undertaken by the DCIDA.

Not applicable.

To the extent the project serves a local market area, is there a recognized and demonstrable need for the products or services the project will provide in the project's market area?

As of the 2020 Dutchess County rental survey, the Town of Poughkeepsie has a vacancy rate of 1.2%. We also know generally in the area that since 2020, rental units have increased in demand so we can expect the need to be even more dire now. Additionally, the lessee of the commercial space will be driven by whatever the market demands at that time based on the market rent.

Is the project compatible with and will significantly assist and enhance all development plans for its area established formally or informally by local, county, state and federal authorities?

Yes, the project serves a need and will attract new residents to the area.

Will the project be incorporating new energy efficiency factors in the design and operation of project? If yes, please elaborate. If no, please explain why it will not.

Yes, the project will be utilizing LED light fixtures throughout, low flow plumbing, energy star appliances, handy plank siding lieu of vinyl, zip panels, and R-19 insulation. As a builder, we are committed to using green building technology and sustainable products and process when possible. We are exploring the viability of solar power in the development.

Is the project of a speculative nature? **No.**

Is this part of a Multi-Phase Project?	Yes	No
Will the Project include leasing any equipment?	Yes	No

C. Zoning of Project Site:

Current **Waterfront Housing Overlay District**

Proposed **Waterfront Housing Overlay District**

Are any variances needed? If so, please list: **No.**

Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

If a change in zoning/land use is required, please provide the details/status of any request for change in zoning/land use requirements.

Not applicable.

The approximate acreage of the land to be purchased or leased: **4 acres**

The approximate square footage of the existing building to be purchased or space to be expanded/renovated is: **0 sq ft**

The approximate square footage of the planned new construction is: **119,200 sq ft**

Please note that the DCIDA cannot provide any financial assistance until the environmental review required under the State Environmental Quality Review Act ("SEQRA") has been completed. Please complete the annexed Short Form Environmental Assessment Form. Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead DCIDA," and any action by the DCIDA must await completion of the SEQRA review by the other DCIDA. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

Any known environmental contamination or remediation issues? Yes No

If yes, please list:

It should be noted the site was previously subject to a brownfield remediation which received a certificate of completion from the NYS DEC.

Has another entity been designated lead agent under the State Environmental Quality Review Act?

Yes No

If yes, please explain

The DCIDA will not provide any financial assistance to the Project until the environmental findings required under SEQRA have been made.

See proforma forwarded under separate cover for all financials.

Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

D. Investment (Uses and Sources)

Uses (Facility Costs) Please give an accurate estimate of the costs of all of the following items. Applicants are encouraged to discuss the project with DCIDA in order to estimate costs.

1. Real Estate	
(Acquisition cost of land and /or existing structures)	$ *3,140,000.00*
2. New Building Construction	$ *20,153,300.00*
3. New Building Addition	$ *0*
4. Infrastructure Work	$ *2,890,000.00*
5. Reconstruction/Renovation	$ *0*
6. Equipment (Taxable)	
(Spending that will be subject to sales tax – i.e. machinery and equipment)	$ *177,140.00*
7. Other Tax Exempt	
(non-construction spending that will not be subject to sales tax)	$ *2,190,547.00*
8. Professional Services (Architect, Legal Fees1, Engineering fees)	$ *1,160,549.00*
9. Other Taxable	$
10. Other (please specify)	$
Total Project Cost	$ *29,711,536.00*

Uses (Financing, Legal, Miscellaneous)

	Estimated Fees
IDA Administrative Fees (See page 1)	$
IDA Counsel	$
Applicant Counsel	$
Transaction Counsel	$
Bond Counsel	$
Underwriter Counsel	$
Trustee Counsel	$
Other Costs of Bond Issue (i.e. printing)	$
If this is a bond transaction, will you be refunding bonds? Yes No	
And if so state amount here	$

DCIDA costs such as public hearings and legal notice fees are the responsibility of the Applicant from the time an application is submitted.

See proforma forwarded under separate cover for all financials.

Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

F. Sources

Amount of equity	$ *6,355,536.00*
Amount of other conventional financing	$ *23,356,000.00*
Amount financed by bond issue	$ *0*
Public Sources	
(Include sum total of all state and federal grants and tax credits)*	$ *0*
Total Sources of Funds for Project Cost	$ *29,711,536.00*

*Identify each state and federal grant/credit

	$
	$
	$

F. Project Construction Schedule

What is the proposed date for commencement of acquisition or construction of the Project?
May 2022

Please indicate the actual or expected dates of :
Construction completion: **May 2024**
Occupancy: **October 2024**

Will the company be occupying 100% of the completed facility?	Yes	No
If no, will there be tenants in the remaining space?	Yes	No

• *Detailed questions will be asked in Section 5 – Single or Multi-Tenant Determination*

Describe any contracts or agreements (options to purchase, purchase contracts, construction contracts, and equipment orders) which have been entered into with respect to the facility. Please note that the DCIDA may not provide benefits to any purchases made prior to the execution of a Letter of Authorization for Sales Tax Exemption.

None applicable.

DC IDA
Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Section 3: Project Evaluation and Assistance Framework

All projects must meet the Baseline Requirements to be considered for DCIDA benefits

A. Baseline Requirements (Must Achieve All)

Complete Application
Meets NYS/DCIDA Requirements
SEQRA / Planning Approval
Approval Date:

Meets Project Use Definition
"But For" Requirement
Will Directly Retain or Create Jobs

B. Additional Community Benefits

Projects that meet the baseline eligibility requirements and achieves a threshold of at least six (6) community benefit metrics may be considered for a deviation or an enhanced Payment in Lieu of Taxes (PILOT) formula. Detailed definitions of the Community Benefit are included in Attachment 3. Proof of providing additional community benefits may require third party verification. Any projects pledging additional Community Benefits and receiving an enhanced PILOT that fail to meet the requirements may be subject to assistance termination, modification or recapture.

Revitalization	*Investment*	*Employment*
Target Geography	**Financial Commitment**	**Permanent Jobs**
Distressed Census Tract/Area	3 – 10 million	3-40
High Vacancy Census Tract	10.1 – 17.5 million	41-80
Transit Oriented Development	17.6 – 25 million	81-120
BID	>25 million	121-180
Neighborhood Plan		>180
Identified Priority	**Community Commitment**	**Retained Jobs**
	MWBE/DBE Participation	
Tax Exempt	Veteran Participation	3-40
Vacant	Workforce /Affordable Housing	41-80
Adaptive Re-use	Local Workforce	81-120
Community Catalyst	Apprenticeship Program	121-180
	Public Infrastructure	> 180
Identified Growth Area	**Environmental Factors**	**Construction Jobs**
Manufacturing / Distribution	Resource Conservation	6-80
Technology	Energy Efficiency	81-160
Existing Cluster	Green Technology	161-240
	Alternative / Renewable Energy	>240

DC IDA
Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

C. Project Benefits

Financial Assistance Provided

1. Estimated Sales Tax Exemption^

$ 20,153,300.00	X .08125	=	$ 1,637,455.63
Amount of Project Cost Subject to Tax	Sales Tax Rate		Total

2. Estimated Mortgage Recording Tax Exemption

$23,356,000	X .0075	=	$ 175,170
Projected Amount of Mortgage	Mortgage Recording Tax		Total

*As of September 2016, DC IDA cannot exempt the MTA portion of the mortgage recording tax

3. Estimated Property Tax Abatement **Not applicable**

Project Property Value:

Current Assessed Value:
Current Property Taxes
Estimated Property Value after project completion

Will the Project utilize the DCIDA's Uniform Tax Exemption Formula? **Not applicable**
Yes No

If no, describe the real property tax exemption formula (attach additional sheets if necessary)
Not applicable

Estimated tax abatement resulting from this project: $ **Not applicable**
(Consult with DCIDA for assistance with this calculation)

^Note that the DCIDA may utilize the estimate above as well as the proposed total Project Cost as contained within this application to determine the Financial Assistance that will be offered.

DC IDA
Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

D. Employment

A. Benefits = Economic Development Impacts (For Project Location Only)

By statute, the DCIDA must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. The DCIDA will use job projections upon the two (2) year time period following Project completion.

a. Employment should be quantified by "FTE", which shall mean: (a) a full-time, permanent, private-sector employee on the project's payroll, who has worked (or is projected to work) at the project facility for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties;

b. or (b) two part-time, permanent, private-sector employees on the Applicant's payroll, who have worked (or are projected to work) at the project facility for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties

Employment at Project Location only

Job Category	Current # of FTE's	Number of FTE's Retained	Average Salary or Range of Salary	Number of FTE's to be created upon 2 years	Average Salary or Range of Salary
Owner/Executive					
Professional					
Management	0	0	$0.00	1	$80,000.00
Administrative	0	0	$0.00	1	$60,000.00
Production					
Other	0	0	$0.00	2	$50,000
Total				4	$240,000

Are employees currently covered by a collective bargaining agreement?
Yes No

If yes, Name and Local?

Are employees provided retirement benefits? Yes No

Are employees provided health benefits? Yes No

Estimate the projected monthly time frame for the creation of new permanent jobs.

Year 1	1	2	3	4	5	6	7	8	9	10	11	12
Year 2	1	2	3	4	5	6	7	8	9	10	11	12
										2		2

Use of Local Workforce

The Dutchess County IDA supports the use of local workforce for projects receiving benefits from the DCIDA. Answers to the following questions will assist the DCIDA in evaluating the application.

The Local Workforce Area for permanent jobs includes residents in the County/Cities/Towns/ Villages as well as the following Counties: Dutchess County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

If a "local workforce plan" has been developed please include that plan as an addendum to this application.

Estimate the number of residents of the labor workforce area in which the Project is located that will fill the projected new jobs to be created.

Permanent: 4
Construction: 20-40

How will the project developer seek out and use the local workforce.

The developer will utilize local subcontractors such as those that we have utilized on prior projects in the area, as well as advertise in the local newspapers and on construction networking platforms, such as the bluebook, for local subcontractors within Poughkeepsie and Dutchess County.

Projects $10,000,000 and above, which are receiving a real property tax abatement, are subject to DCIDA's Local Workforce Policy during the period of construction

The *Labor Workforce Area* for construction jobs under the Local Workforce Policy includes residents in the County/Cities/Towns/Villages as well as the following Counties: Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

How many construction jobs are anticipated to be created? **20-40**

DCIDA
Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Section 4: Retail Determination

DCIDA assistance to retail projects (including hotels and restaurants) is subject to certain statutory restrictions.

To ensure compliance with Section 862 of the New York General Municipal Law, the DCIDA requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

1. Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below please complete this section.

Retail Sales Yes No Services Yes No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sales of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law or (ii) sales of a service to customers who personally visit the Project.

2. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in makes sales of good or services to customers who personally visit the project site?

Yes No

If yes, please continue. If no, proceed to the next section

3. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project?

5.5 % If the answer is less than 33% than proceed to the next section.

If the answer to question 2 is Yes and the answer to question 3 is greater than 33% indicate which of the following questions following apply to the project:

Is the project location or facility likely to attract a significant number of visitors from outside Dutchess County?

Yes No

If yes, please provide a third party market analysis or other documentation supporting your response.

Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Is the predominant purpose of the project to make available goods and services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes No

If yes, please provide a third party market analysis or other documentation supporting your response.

Will the project preserve permanent, private sector jobs or increase the overall number of permanent private sector jobs in New York State?

Yes No

If yes, please explain

Is the project located in a Highly Distressed Area? Yes No

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Section 5: Inter-Municipal Move Determination

Will the project result in the removal of a plant or facility of the Applicant from one area of the State of New York to another area of the State of New York:

Yes No

Will the project result in the removal of a plant or facility of another proposed occupant of the Project from one area of the State of New York to another area of the State of New York?

Yes No

Will the Project result in the abandonment of one or more plants or facilities located in the State of New York?

Yes No

If the answer to either of the foregoing questions in this subpart is positive, please explain in detail, on as many separate sheets as necessary, the reasons for the relocation, abandonment or closure, including, without limitation, (i) any considerations regarding the applicant's (or other occupant's) ability to remain competitive in its industry, and (ii) any consideration which has been given to relocating to any location outside the State of New York.

Not applicable.

Please note that the DCIDA may ask you to provide additional information regarding the foregoing, including documentary support

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Section 6 – Single or Multi-Tenant Determination

Permissible projects are defined in the NYS General Municipal Law and the IDA may not be able to grant financial assistance to all tenants of a multi-tenant project. To assist in that determination please complete the following section.

Please note if the tenant qualifies as a permissible project, the Project Applicant will be responsible for collecting the required reporting information from the tenant(s).

Please explain what market conditions support the construction of this multi-tenant facility:

As of the 2020 Dutchess County rental survey, the Town of Poughkeepsie has a vacancy rate of 1.2%. We also know generally in the area that since 2020, rental units have increased in demand so we can expect the need to be even more dire now. Additionally, the lessee of the commercial space will be driven by whatever the market demands at that time based on the market rent.

Have any tenant leases been entered into for this project?

Yes No

If yes, please list below and provide square footage to be leased to tenant and NAICS code for tenant and nature of business. (Attach additional sheets if necessary)

Tenant Name	Current Location (city, state, zip)	# of sq. ft. lease	% of total to be to occupied at by project location	NAICS and business description (type of business, products, etc)

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

Section 7: Representations, Certifications and Indemnification Forms

New York State
Applicant Requirements
For Industrial Development Agencies

The Applicant has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the DCIDA and as follows:

1. Absence of Conflicts of Interest

The Applicant has received from the DCIDA a list of the members, officers and employees of the DCIDA. No member, officers or employees of the DCIDA has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

2. Job Listing

In accordance with Section 858-b(2) of the New York General Municipal Law, Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed within the New York State Department of Labor, Division of Employment and Workforce Solutions (the DOL) and with the American Job Center of the service delivery area created by the federal Workforce Innovation and Opportunity Act (WIOA) in which the Project is located.

3. 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 DCIDA, except as otherwise provided by collective bargaining agreements, Where applicable, the Applicant will first consider persons eligible to participate in WIOA programs who shall be referred by the American Job Center for new employment opportunities created as a result of the Project.

4. Annual Employment Reports

The Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, the Applicant agrees to file, or cause to be filed, with the DCIDA, on an annual basis, reports regarding the number of people employed at the project site, salary levels and such other information as part of the DCIDA's Employment Report.

5. Fees

This obligation includes an obligation to submit DCIDA Fee Payment to the DCIDA in accordance with the DCIDA Fee policy effective as of the date of this Application.

6. Freedom of Information Law (FOIL)

The Applicant acknowledges that the DCIDA is subject to New York State's Freedom of Information Law (FOIL). Applicants understand that all project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.

7. Recapture Policy

The applicant acknowledges that is has been provided with a copy of the DCIDA's *Policy on Maintaining Performance Based Incentives*. The Applicant agrees that it fully understands the Policy on Maintaining Performance Based Incentives is applicable to the Project that is the subject of this application and the DCIDA may implement the Policy if and when it is required to do so.

Financial Reporting Requirements

Chapter 692 of the Laws of 1989 requires additional financial reporting requirements from all IDA's in New York State.

8. Sales Tax

Section 874(8) of the New York general Municipal Law requires all entities appointed as agents of the DCIDA for sales tax purposes to file an annual form, as prescribed by the New York State Department of Taxation, describing the value of sales tax exemptions claimed by the Applicant and all its subagents, consultants, or subcontractors. Copies of all filings shall be provided to the DCIDA.

The Applicant hereby agrees to complete "ST-60, IDA Appointment of Project Operator or Agent for Sales Tax Purposes" for itself and each agent, subagent, contractor, subcontractor, contractors or subcontractors of such agents and subagents and to such other parties as the Applicant chooses who provide materials, equipment, supplies or services and deliver said form to the DCIDA within fifteen (15) days of appointment such that the DCIDA can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

9. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§862 Restrictions on funds of the DCIDA. (1) No funds of the DCIDA shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the DCIDA shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

10. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18A of the New York General Municipal Law, including, but not limited to, the provisions of Section 859a and Section 862(1) of the New York General Municipal Law.

12. Bonds

a. All bonds issued, outstanding or retired during the year must indicate the following:

Month and year issued; Interest rate at year end; outstanding beginning of year; issued during year; principal payments during year; outstanding at end of year; and final maturity date. This information will be requested from you in January of each year.

b. All new bonds issued need the following supplemental information:

Name of the project; tax exemptions separated by State and local sales tax, County and school taxes; Mortgages recording; Payments in lieu of taxes; New tax revenue if no exemption is granted; number of jobs created and other economic benefits. This information is required each year and will be requested from you in September of each year.

Signature: Lauran Oneill
Print Name: **Lauran O'Neill**
Title: **Assistant General Counsel**
Date: **April 4, 2022**

Dutchess County Industrial Development Agency

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

HOLD HARMLESS AGREEMENT

Applicant hereby releases the Dutchess County Industrial Development DCIDA and its members, officers, servants, agents and employees thereof (the "DCIDA") from, agrees that the DCIDA shall not be liable for and agrees to indemnify, defend and hold the DCIDA harmless from and against any and all liability arising from or expense incurred by (A) the DCIDA's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the DCIDA, (B) the DCIDA's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the DCIDA with respect to the Project; including and 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 DCIDA or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the DCIDA, its agents or assigns, all costs incurred by the DCIDA in the processing of the Application, including attorneys' fees, if any. The DCIDA reserves the right at any time, as a condition to further consideration of this application, to require reimbursement of any such costs incurred, or to require a deposit against such costs and to apply such deposit to the DCIDA's costs as incurred.

Signature Lauran Oneill
Print Name **Lauran O'Neill**
Title **Assistant General Counsel**
Date **April 4, 2022**

Dutchess County Industrial Development Agency

Attachment 1 - Short Environmental Assessment Form

Please complete a Short Form Environmental Assessment Form (https://www.dec.ny.gov/permits/6191.html). Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead DCIDA," and any action by the DCIDA must await completion of the SEQRA review by the other DCIDA. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

SEQRA forwarded under separate cover.

DC ida
Dutchess County Industrial Development Agency

Attachment 2 – Agency Standard Fee Schedule and other fees

DCIDA Standard Fees

Application Fee: $1,000.00 (non-refundable)

Administrative Fee: One percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million.

Annual Compliance Fee: $1,000.00

The project applicant additionally will be required to pay DCIDA Counsel fees, Bond Counsel fees and other direct expenses of the DC IDA, including, but not limited to, compliance, accounting and engineering expenses. The project applicant agrees that such legal fees and other direct expenses of the DC IDA such as publication costs and stenographer's fees are payable separately from the application and processing fees.

The above fees will be payable in full on the sale of the bonds. Failure and neglect to proceed to close will result in pro rata tender of billings.

DC ida
Dutchess County Industrial Development Agency

Attachment 3 – Additional Community Benefit Definitions

Target Geography

Distressed Census Tract/ Area
Proposed project is located in a distressed census tract or area as defined by New York State. Project owner/applicant will be responsible for showing verification.

High Vacancy Census Tract
Proposed Project is located in a census tract with a vacancy rate of at least fifteen percent (15%), rounded to the nearest percentage point, according to the most recent census data. Project owner/ applicant will be responsible for showing verification.

Transit Oriented Development
Proposed Project is located in the municipality's Transit Oriented Development Zone and is consistent with the municipality's development strategy. Project owner/applicant will be responsible for showing verification.

BID
Proposed project is located within the boundaries of the municipality's Business Improvement District. Project owner/applicant will be responsible for showing verification.

Neighborhood Plan
Proposed Project is in response to a municipal's RFP/RFI for a Neighborhood / Community Development Plan. Project owner/applicant will be responsible for showing verification.

Identified Priority

Tax Exempt / Vacant
Proposed project is located on a parcel designated tax exempt prior to the time of purchase by the project owner/ applicant/ and/or an unoccupied parcel(s) of land or building that is at least ninety (90%) vacant. Cases in which a property is vacated for the purpose of pursuing the proposed project may not be considered vacant.

Adaptive Re-use
Project that result in the rehabilitation/renovation of a distressed building or parcel.

Community Catalyst
Proposed project contributes to an existing policy or initiative for improving conditions and catalyzing change in the community.

Identified Growth Area

Manufacturing / Distribution
Proposed project must result in the creation, retention or expansion of manufacturing or distribution facilities as well as the creation and/or retention of permanent jobs.

Technology
Proposed project must result in the creation, retention or expansion of tech sector facilities as well as the creation and/or retention of permanent jobs

Existing Cluster
Proposed project must result in the creation, retention or expansion of facilities as well as the creation and/or retention of permanent jobs in an existing County cluster, including technology, healthcare, education and hospitality.

Investment

Proposed project invest is the amount in dollars ($) that will be spent in order to complete the project and includes but is not limited to: acquisition costs, construction hard costs, soft costs, and contingency costs required to complete the project.

Community Commitment

Minority and Woman-Owned Business Enterprise/Disadvantaged Business Enterprise Participation
Proposed project commits that at least twenty percent (20%) of the value of awarded construction of the proposed project is performed by minority or woman – owned operators. Project owner/ applicant will be responsible for providing independent third-party verification upon project completion. MWBE/DBE participation goals indicate the percentage (in dollars) of a contract that must be performed by a NYS-certified woman– or minority-owned business enterprise or Federally-certified disadvantaged business enterprise. The goals may be met through an MWBE/DBE prime contractor's self-performance, a joint venture between an MWBE/DBE and non-MWBE/DBE firm, or through the use of MWBE/DBE subcontractors.

Veteran Utilization
Proposed project commits that at least ten percent (10%) of the workforce employed during construction of the proposed project are veterans. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Workforce / Affordable Housing
Proposed project commits to at least ten percent (10%) of total residential rental units are to be reserved for and/or rented to low-income households as defined by the most recently available U.S. Housing and Urban Development State Income Limits for the term of the Agency financial assistance. Project owner/applicant will be responsible for providing independent third party verification on an annual basis.

Local Workforce
Proposed project commits to at least eighty percent (80%) of construction jobs will be filled by local residents as defined in by the DCIDA Local Workforce Policy. Project owner/applicant will be responsible for providing verification until project construction completion.

Licensed Apprenticeship Program
Proposed project commits to at least fifty percent (50%) of the contractors or subcontractors maintain a New York State certified apprenticeship program. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Public Infrastructure
Proposed project will entail the private construction and installation of infrastructure for public benefit. Project owner/applicant will be responsible for providing independent third party verification upon project completion.

Employment

Permanent Created (New) Job
A created (new) permanent job is a new a position created over and above the business' current baseline. Construction jobs are not considered to be permanent new jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Permanent Retained Job
A permanent retained job is a position that, but for the project investment, would be removed, relocated, or eliminated. Construction jobs are not considered to be permanent retained jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Construction Jobs
A construction job is a position created during the construction phase and for the purpose of completing the project. Project owner/applicant will be responsible for reporting on an annual basis until construction project completion.

Attachment A

ADDENDUM A

List of Related Entities
Updated 4-4-2022

NEW JERSEY LLCs

THE O'NEILL GROUP, LLC.
241 HACKENSACK REALTY, LLC
COREY TOWERS LLC
MAXIM EQUITY PROPERTIES. LLC
NORTH CROSS LLC
NORTHERN PARK, LLC
ONEKEY, LLC
RIGHTHAND BUILDERS, LLC.
PASCACK ASSOCIATES
SHAMROCK CREEK REDEVELOPMENT URBAN RENEWAL, LLC.
OAK STREET PARK
STONE CASTLE REALTY
34 JOHN STREET, LLC.
6461 ROUTE 9 HOWELL, LLC.
28 KANSAS, LLC.

CONNECTICUT LLCs

PONEMAH RIVERBANK LLC
TAFTVILLE LANDING, LLC
555 SOUTH MILL, LLC.
575 SOUTH MILL, LLC.
PONEMAH RIVERBANK UNIT A SOUTH
PONEMAH RIVERBANK UNIT A NORTH
RIVERVIEW LOFTS, LLC.
PONEMAH RIVERBANK HOLDINGS, LLC.
PONEMAH RIVERBANK MANAGING MEMBER
PONEMAH RIVERBANK UNIT B-2

NEW YORK COMPANIES

ELBOW CREEK, LLC.
STONE CASTLE SUFFERN, LLC.
THE O NEILL GROUP DUTTON
NEW ANTRIM POINTE, LLC.
DUTCHESS LANDING LLC
ONE DUTCHESS PHASE 2, LLC
NORTH CROSS, LLC
DUTCHESS AVENUE RIVERWALK, LLC.
DUTCHESS AVENUE RIVERWALK NORTH, LLC.
O'NEILL GROUP Inc.
JEFFREY GROVES - SEWER-WORKS
7 DUTCHESS, LLC.
9 DUTCHESS, LLC.

Attachment B

WHO WE ARE

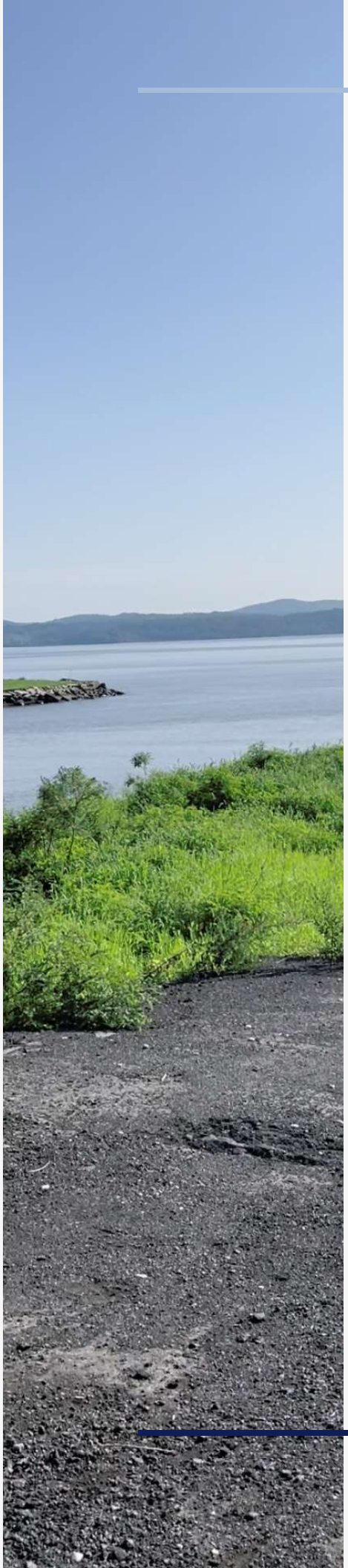
The O'Neill Group is an experienced family-owned and operated development company spearheaded by Paula O'Neill. Paula has worked with her team of professionals, including her husband, Fin, for over 30 years. Paula and Fin are also joined by three of their children: daughter, Lauran, has joined as assistant general counsel following her departure from Greenberg Traurig where she was a Real Estate Associate in their White Plains office, daughter Clara joined the firm as a pivotal member of the project accounts team in 2016 following her graduation from Manhattan College, and son Corey joined as a project manager following his 2019 graduation from Fordham University.

OUR GOALS AND OBJECTIVES

The O'Neill Group's primary objective is to acquire and bring added value to properties so as to achieve their highest and best use through a customized process that seamlessly integrates each asset into the surrounding community. Projects thus far include multifamily rental properties, mixed use and mixed income projects, historic renovations, and commercial/industrial throughout New York, New Jersey, and Connecticut.

The O'Neill Group's key resource is our experienced staff with years of proven industry specific expertise in Brownfield Developments, Wetlands, Low Income Housing Tax Credits, Historic, State and Federal Tax Credits, and working with multiple agencies on the same project. By surrounding ourselves with a strong team of professionals with expertise in legal, finance, construction, design, and development this has us to work, invest and develop multiple projects at the same time.

We value a hands-on approach from the first steps of acquiring a property/project to obtaining and maintain approvals until the project is complete. This requires daily interaction with architects, project managers and subcontractors to keep the project on schedule and budget. This expertise combined with local market knowledge has made The O'Neill Group a leader in the development industry.



OUR PROCESS

The O'Neill Group has a substantial track record with successful mixed-use ground-up and adaptive reuse projects. The O'Neill Group takes a proactive and detailed approach to the business and development aspects of each project. Prior to shifting their priority to in-house development, the team was popular choice as General Contractor for third parties all over the tri-state region. The team has successfully completed hundreds of construction projects over 35 years for some of the biggest names in the development arena. Such projects range from high-rise buildings in high density areas to warehouse in industrial sections and includes retail, residential, hospitality and restaurants, displaying the diversity of our team's talents.

THE O'NEILL GROUP'S FULLY STAFFED TEAM IS IN A UNIQUE POSITION TO BRING PROJECTS FROM THE ZONING AND PLANNING APPROVAL PROCESS ALL THE WAY THROUGH LONG TERM MANAGEMENT UTILIZING ITS DIVERSE IN-HOUSE RESOURCES. THE TALENT OF OUR IN-HOUSE TEAM OF OVER 30 FULL TIME EMPLOYEES IS VARIED AND INCLUDES LEGAL, FINANCE, ACCOUNTS, ESTIMATING, PROJECT MANAGEMENT, PROPERTY MANAGEMENT, AS WELL AS SALES AND MARKETING.

THE O'NEILL GROUP IS A WOMAN OWNED AND MANAGED COMPANY THAT PRIDES ITSELF ON GOING THE EXTRA MILE TO SUPPORT AND UTILIZE LOCAL MINORITY OWNED BUSINESS ENTERPRISES. WE HAVE EXCEEDED BOTH INTERNAL GOALS AND EXTERNAL REQUIREMENTS FOR TRACKING WBMB PARTICIPATION ON EVERY DEVELOPMENT PROJECT WE PARTICIPATE IN.

ADDITIONALLY, THE ONEILL GROUP PRIDES ITSELF ON FORWARD THINKING AND IMPLEMENTING GREEN TECHNOLOGY THAT FAR EXCEEDS ANY STATE REQUIREMENTS. WE ENSURE THAT ALL OF OUR ELEMENTS EXCEED C-PACE FINANCING REQUIREMENTS IN ORDER TO NOT ONLY HAVE AN EQUITY BUFFER IF NEEDED BUT TO ALSO REMAIN AHEAD OF THE CURVE IN PROTECTING THE ENVIRONMENT

Attachment C

The O'Neill Group

A Real Estate Development Company

ONE DUTCHESS

PHASE 3

MEMORANDUM

PROJECT SUMMARY

LOCATION:
1 DUTCHESS AVENUE, POUGHKEEPSIE, NEW YORK 12601

LOCATION DESCRIPTION:
The project is nestled on the Hudson River in the Town of Poughkeepsie, New York on what was once the AC Dutton Lumber Yard. The project includes the construction of an integral portion of the walkway along the Hudson River, a 1,400 LF public walking trail and esplanade. The project is in close proximity to Marist College, Vassar College, Government offices, Vassar Medical Center, and IBM.

TRANSPORTATION:
The project is easily accessible by Route 9, 1-87, and I-84. It is also within walking distance to the train station that services Metro North and Amtrak lines.

PROJECT DESCRIPTION:
The final Phase of an aggregate of 384 residential units and 15,000 sq ft of commercial space along with additional rentable storage space.

AMENITIES

Luxury Units

Each Unit:

- Oversized windows with river view options,
- Spacious open floor plan layouts,
- Luxury vinyl plank flooring throughout,
- Spacious walk-in closets,
- Quartz stone counters,
- Premium stained cabinets,
- GE Stainless-steel appliances,
- High efficiency GE full sized washer and dryer in each unit,
- Individual climate control,
- Soaring 9 foot ceilings,
- Installed high-quality blinds.

Each Building:

- Elevator
- Keyless secured building entry
- Rooftop patio and resident lounge or community room
- Pet Friendly
- Smoke Free Buildings
- 24 Hour Emergency Maintenance

AMENITIES

Resort Style Living

- Convenient Transportation within Walking Distance to the Train
- Complimentary WIFI throughout all the Common Areas
- State of the Art Fitness Center
- Sauna and Steam Room
- Theater Room
- Outdoor Pool/Lounge Area boasting:
  - Large Heated Swimming Pool
  - Wading Pool
  - Jacuzzi
  - Fire Pit with Lounge Seating
  - 4 outdoor Kitchens/Grilling Stations each to include a Refrigerator, Grill, Sink & Counter Island
  - Dining Area
  - 2 televisions above Stone Fireplaces with Outdoor Lounge Seating
- Clubhouse Including:
  - 2 Televisions
  - Wet Bar
  - Lounge Seating
  - Fireplace
  - Pool Table
  - Shuffleboard
  - Private Conference Room

State Environmental Quality Review Act (SEQRA) Findings Statement

One Dutchess Avenue
Rezoning and Mixed-Use Development

Pursuant to Article 8 of the Environmental Conservation law and 6 NYCRR Part 617 *et seq*., the Town of Poughkeepsie Planning Board, as an Involved Agency, makes the following findings.

1. **Name of Action:** One Dutchess Avenue – Site Plan Phase 3 in the Waterfront Housing Overlay District (WHOD)

2. **Description of Action:** One Dutchess Avenue is a mixed-use residential/commercial waterfront redevelopment involving an approximately 14.3-acre site in the Town and the City of Poughkeepsie. The City of Poughkeepsie Common Council, acting as Lead Agency for the environmental review of the proposed action under SEQRA, accepted a Final Environmental Impact Statement on March 19, 2012, and adopted and issued a written Statement of Findings relative to the overall project on May 7, 2012. In 2015, the City of Poughkeepsie Planning Board granted site plan and other approvals for the portion of the project located in the City. The City's approval included 300 residential units, 13,800 square feet of commercial space, and associated amenities for residents, as well as a greenway trail along the Hudson River for public use. That portion of the project is now under construction.

   Approximately 4 acres (3.8 ac) of the 14.3-acre redevelopment site are located in the Town. The Town first reviewed plans for this portion of the project in 2012. The approval process in the Town included a request for the Town Board to rezone the land to a Waterfront Housing Overlay District (WHOD) designation pursuant to §210-21.1 of the Town Zoning Code. On September 18, 2014, the Town Planning Board voted to convey a positive recommendation to the Town Board on the Waterfront Housing Overlay District (WHOD) designation with several conditions. However, on November 16, 2016, the Town Board denied the rezoning to WHOD by resolution 11:16 - #12 of 2016. The Town Board's resolution identified six (6) specific reasons why the proposed zoning amendment was not in the best interest of the Town.

   In 2019, the applicant submitted a revised concept plan for the Town portion of the site. The revised concept plan proposed two (2) 4-story residential buildings with 42 units in each building; and a 1-story building with 4,000 square feet (SF) of commercial space. The plan includes indoor and outdoor amenities for future residents and the continuation of the greenway trail along the Hudson River waterfront. The revised concept plan was intended to respond to the six specific reasons cited by the Town Board in its November 2016 denial of the previous rezoning request. The applicant presented the revised concept to the Town of Poughkeepsie Town Board at a Committee of the Whole on January 9, 2019.

   In March 2019, the applicant submitted an application for rezoning to the Town Board. On April 17, 2019, the Town Board adopted resolution 4:17 - #20 of 2019 which referred the application to the Planning Board "for a recommendation as to whether, in the opinion of the Planning Board,

the application supports a Waterfront Housing Overlay District designation" pursuant to §210-21.1. The resolution also directed the Town Clerk to refer the application to the Dutchess County Department of Planning and Economic Development (DCDP&ED) and to each of the municipalities adjoining the Town of Poughkeepsie pursuant to §210-155. Lastly, the resolution set a public hearing on the proposed zoning amendment for June 5, 2019.

At its meeting on May 16, 2019, the Planning Board considered the requested WHOD Designation for One Dutchess Avenue. Pursuant to §210-21.1(D)(2), the Planning Board voted 6-0 to recommend to the Town Board that the application does support a Waterfront Housing Overlay District (WHOD) designation. On May 20, 2019, the DCDP&ED advised that adoption of the zoning was a matter of local concern.

On June 5, 2019, the Town Board opened the public hearing and received comments. A SEQRA Project Assessment (PA) was submitted in September 2019, which was revised October 7, 2019, detailing the environmental impacts of and mitigation measures for the Town portion of the overall project. Public comment continued to be received until the public hearing was closed on December 18, 2019.

A draft SEQRA findings statement was prepared by the Town planning department staff dated December 12, 2019. On January 8, 2020 the Town Board adopted a resolution which included the following actions: adopting the SEQR findings statement; determining that the proposed zoning amendment is consistent with the town's approved Local Waterfront Revitalization Program (LWRP); finding that the proposed WHOD zoning designation is consistent with the purposes of the zone; waiving a three-story maximum building height requirement to allow four-story buildings; and amending the project site's zoning designation from the Heavy Industrial (I-H) district to the Waterfront Housing Overlay District (WHOD).

In July 2020, the applicant submitted an application for Site Plan Approval. The application included a set of plans and a letter identifying updates to the previously reviewed SEQR PA. Subsequent submittals were received for review in October 2020, and in January, March and April 2021, each including more detailed project plans and PAs based on comments received from Town staff, consultants, and the Planning Board.

The currently proposed project (the "Project") will include 2 four-story buildings containing 42 residential units in each building for a total of 84 units with roof-top terraces and an outdoor patio with cooking facilities and seating available for use by residents. The site plan proposes an additional 1-story building containing 4,000 square feet of commercial space with a 3,500 square foot roof-top terrace available for use by residents and the public. The commercial building is approximately 75 feet from the riverfront park, allowing access from the extension of the newly constructed road that will service the entire development (Dutchess Landing Road), the riverfront park and from the proposed development by its residents. Each of the 42-unit residential buildings consist of approximately 57,600 square feet of floor area and includes a roof top terrace of 1,700 square feet. There is a ground-level outdoor amenity area of 4,807 square feet. The buildings are designed similar to two 42-unit buildings constructed, completed, and occupied within the City portion of the development.

The proposed plan provides more open space and recreational amenities for future residents than plans previously considered by the Town Board and Planning Board. The plan provides an outdoor

amenity area of 4,807 square feet in size with barbeque facilities, pergolas and benches located between the residential buildings. Each of the two residential buildings will have an outdoor rooftop terrace recreational area with an adjacent indoor community room on the fourth-floor available for Project residents to gather. The residents of the Town portion of the development will also have access to and use of the existing pool, outdoor kitchens and clubhouse completed and in use in the City portion of the project. The proposed public riverfront park along the Hudson River containing approximately 0.82 acres within the Town and a total of 3 acres overall along the Hudson riverbank provides additional open space and recreational area for future residents. The riverfront park is accessible to the public and provides access to the River, complying with the Town's LWRP. The City of Poughkeepsie has agreed to own and maintain the riverfront park which will be separated from the development but accessible by residents. Until the transfer of ownership to the City, the park will be maintained by the applicant.

3. **Project Location:** The Project Site consists of the following parcels.
   - Tax parcel 131300-6062-59-766443 in the City of Poughkeepsie
   - Tax parcels in the Town of Poughkeepsie:
     - Tax Parcel 134689-6062-02-745510 (**riverfront park**): 0.82 acres +/-
     - Tax Parcel 134689-6062-02-781486 (Building I): 13,753 SF
     - Tax Parcel 134689-6062-02-768525 (Building J): 13,753 SF
     - Tax parcel 134689-6062-02-755495 (Commercial Building): 4,000 SF

4. **Approvals:** The following approvals are required for the Project:

Table 1: Required Approvals/Review and Involved Agencies

Agency		Approval/Review
Local Agencies		
City of Poughkeepsie	City Common Council ***Approved, 2012***	Zoning amendment
	City Planning Board ***Approved, 2015***	• Advisory opinion on zoning amendment • Special Permit (for residential use) • Site plan review • Aquatic Resource Permit
	City of Poughkeepsie Zoning Administrator ***Approved, 2015***	• Floodplain Development Permit
	City DPW ***Approved***	Documentation that the City wastewater treatment facility has sufficient capacity to meet the demand from the Project and is in compliance with the existing SPDES permit Approval of sewer and water connections

	Local Waterfront Advisory Committee ***Approved 2015***	Determination of consistency with LWRP
Town of Poughkeepsie	Town Board ***Adopted 2020***	Zoning amendment
	Town Planning Board ***Issued and Pending***	• Advisory opinion on zoning amendment - Issued on May 21, 2019 • Site plan review - Pending • Aquatic Resource Permit – Pending • Determination of consistency with LWRP – Pending
County Agencies		
Dutchess County Department of Public Works ***Approved, 2015***		Permit for any work in County rights-of-way
Dutchess County Planning Board ***Matter of Local Concern***		239m GML referral
NYS Agencies		
New York State Department of Health ***Approved***		• Sanitary sewer connection • Water connection, water supply, storage and distribution system, Backflow prevention devices, swimming pools
NYS Department of State Coastal Zone Program ***Permit issued***		Coastal Zone consistency determination
NYS Department of Environmental Conservation ***SPDES and WQC issued***		• SPDES permit for construction related impacts • Water quality certification
NYS Office of Parks, Recreation and Historic Preservation ***No further action needed***		Review of historic and archaeological resources (Determination of No Impact issued November 29, 2010)
NYS Office of General Services ***Transfer of Patent completed***		Approval for use of State-owned lands along and/or under the Hudson River
Federal Agencies		
Army Corps of Engineers (ACOE) ***Permits issued***		Permits and review for all work along the bank and in waters of Hudson River. Letters Patent issued 2015

5. **Project History:**
   Date of DEIS Submission: February 23, 2010
   Dates of Revised DEIS Submissions: May 14, 2010 and June 17, 2010
   Date of DEIS Acceptance: June 21, 2010
   Date of Public Hearing: July 28, 2010
   Close of DEIS Comment Period: August 9, 2010
   Date of FEIS Submission: June 15, 2011
   Dates of Revised FEIS Submissions: December 29, 2011 and March 9, 2012
   Date of FEIS Acceptance: March 19, 2012
   Date of Findings Statement adopted by City Common Council: May 9, 2012
   Date of Town Planning Board recommendation for adoption of WHOD zoning amendment to the Town Board: September 18, 2014
   Date of Town Board resolution to Deny zone change: November 16, 2016
   Date of Revised application for zone change to the Town Board: March 2019
   Date of Town Planning Board recommendation for adoption of the WHOD zoning Amendment to the Town Board: May 16, 2019
   Date of Town Board WHOD Zoning Amendment: January 8, 2020
   Date of Application to the Planning Board for Site Plan Approval: July 2020.

6. **Existing Uses:** The Site (the Project Site and the State Land) was in industrial use from the mid-1800s until 1995. Prior to 1913, the site was an iron works and a glass works. Several kilns were associated with the glass works and kiln ash and slag were reportedly used as fill material on the site. The site was subsequently used for lumber processing activities. Pressure treatment of lumber with chromated copper arsenate is reported to have begun in 1966 by the A.C. Dutton Lumber Corporation and to have continued until 1995, when on-site industrial operations ceased. The site has been investigated; accepted into the New York Department of Environmental Conservation (NYSDEC or DEC) Brownfields Clean-up Program; and the entire site, in the City and Town, has been remediated in accordance with NYSDEC requirements. Certificates of Completion for the Brownfields clean-up have been issued by the NYSDEC for the Project Site and greenway trail parcels, which are attached to the applicant's SEQRA Project Assessment in Attachment B. Site Remediation Notes are included in the recently submitted plan set, last revised on April 26, 2021, which memorialize the terms and requirements of the New York State issued Certificate of Completion (COC).

7. **Project Revisions:** As initially proposed in the DEIS, the project consisted of 586 residential apartments in three 5-story buildings. Over the course of the ensuing years, the project evolved into a City development of 300 apartments in 8 buildings and 13,800 square feet of commercial space on the first floor of one of the eight buildings.

   The initial design for the Town portion was for one building with four stories and 190 units. After the initial Findings made by the City, the applicant revised the Town plan based upon suggestions and discussions with Town officials and its Director of Development. The subsequent submission consisted of 7 buildings with 4 stories and 84 units in a variety of unit designs including flats and townhouses. The proposed current design is for 2 buildings with 4 stories and with 42 flats in each building and a 4,000 SF commercial building. The remaining land will be used for surface parking, open space, and amenity areas. Details of the site plan revisions are further described in the section below about Land Use and Zoning and throughout the

submitted Project Assessment. The other proposed improvements for the overall project, such as those on Dutchess Avenue and North Water Street and the greenway trail, remain the same.

8. **Summary of Project Components:** The Project Site was an abandoned industrial site located next to the Hudson River. The applicant remediated the brownfields, is developing the City portion of the project and has obtained a change of zone from the Town Board to permit it to develop the Town portion in accordance with the proposed plan submitted to the Planning Board in July 2020.

   Access to the Project Site will be from Dutchess Avenue and North Water Street at three locations. Internal circulation will be via a loop road. Additionally, public access to the greenway trail development will be from Dutchess Avenue and internal access from the development through stairways and ramps.

   Utilities will be provided by connection to the joint City/Town water and wastewater disposal systems. Stormwater will be managed in accordance with the requirements of the most recent *New York State Stormwater Management Design Manual*. The Project will be developed, owned, and managed by The O'Neill Group – Dutton, LLC.

9. **Facts and Conclusions in the EIS; and Project Assessment Relied Upon to Support the Decision**
   The sections below set forth the potential environmental issues of concern and how the current Project proposal and design mitigates potential environmental impacts to the extent practicable. The discussion below follows the format of the Town of Poughkeepsie Town Board Resolution of SEQRA Findings to amend the zoning to the WHOD of January 8, 2020; the Town of Poughkeepsie Town Board resolution of SEQRA Findings to deny WHOD designation of November 16, 2016; and the SEQRA Findings Statement issued by the City of Poughkeepsie Common Council, as Lead Agency, which resulted in the Resolution of Approval dated May 9, 2012. The submitted Project Assessment, conceptual site plan, and other figures and attachments, reviewed per the three above-noted SEQRA Findings, form a basis for the Planning Board to assess the current Project and the applicant's request for site plan approval and subsequent Project development.

   a. Environmental Impacts and Mitigating Measures

      i. Land Use and Zoning

      The proposed site development is consistent with the recommendations of the Poughkeepsie Town Plan, particularly the recommendation that a mix of commercial, recreational, and residential uses be encouraged along the waterfront. The adopted WHOD zoning and site redevelopment would locate housing near transit, pedestrian, and recreational amenities.

      The City of Poughkeepsie's Waterfront Advisory Committee (WAC) reviewed the project on September 15, 2010, at which time they found the project was not consistent with the City's Local Waterfront Revitalization Plan (LWRP). The WAC then reviewed the revised project on November 30, 2011. Although a quorum was not present at that meeting, the WAC informally found that the revised project was consistent with the City's LWRP. The City Council had considered the comments of the WAC and the

analyses of LWRP consistency in the DEIS and FEIS and found that the project is consistent with the LWRP.

As noted above in the list of approvals, a Determination of Consistency with the Town's LWRP was adopted by the Town Board. The Town Planning Board's LWRP Determination of Consistency is pending. However, the completed site remediation and proposed mixed-use site redevelopment are consistent with LWRP Development Policies related to redevelopment of deteriorated waterfront sites, specifically the "Dutton Lumber site." The Project Site is near transit, recreational and cultural facilities and preserves and improves open space; and creates homes near leisure activities and reasonable proximity to places of work, which aspects are noted in the LWRP policies. The completed site remediation process resulted in the creation of a development site above the floodplain elevation consistent with LWRP policies related to flooding and erosion. The project DEIS and FEIS addressed conformity with City, Town, and State coastal policies as well as the Town's LWRP. Specifically, DEIS Table III.A-4 reviews the project's applicability of or compliance with each of the City's and Town's LWRP policies, which is the basis of an LWRP consistency review. Waterfront Consistency Review, as set forth in the Code of the Town of Poughkeepsie, Chapter 205, requires consistency determinations by reviewing agencies as per the policy standards in section 205-6, which includes a list of the applicable Town LWRP policies. These individual policies have been examined during DEIS and FEIS review, and the formal consistency review likely would utilize DEIS Table III.A-4 or an update thereof. Based upon these facts, it is anticipated that the Planning Board will conclude that the Project is consistent with the Town's LWRP.

As described above, on November 16, 2016 the Town Board denied the rezoning to WHOD by resolution 11:16 - #12 of 2016. The resolution identified six (6) specific reasons why the proposed zoning amendment was not in the best interest of the Town, which reasons are summarized below:

#1 The proposed project is not consistent with the purposes of the WHOD.
#2 The proposed density of 84 residential units is too high for the amount of land available.
#3 The proposed project is devoid of any on-site recreational amenities for residents.
#4 The project lacks sufficient parking for residents and visitors.
#5 The proposed driveway aisle width of 24 feet is too narrow.
#6 The project layout does not provide sufficient room for snow storage.

The submitted SEQRA PA includes an updated Impact Comparison Table (Table 2), which quantifies changes made in the 2021 site plan submission; 2019 conceptual site plan; and the previous 2014 conceptual site plan. The revisions to the conceptual site plan, to create the 2021 site plan, result in a proposed development with total building square footage reduced to 110,024 square feet (SF) from 182,700 SF in the 2014 plan, the addition of 4,000 SF of commercial space. The PA and plans also present an increase in "Usable Open Space" from 34,550 SF or 0.8 acres previously proposed in the 2014 concept plan to 40,355 SF or 0.93 acres in the 2021 site plan. According to the PA and plans, the 0.93 acres of "Usable Open Space" consists of park area of 35,720 SF, a commercial patio of 1,135 SF, and a rooftop terrace of 3,500 SF. However, in Town of

Poughkeepsie Code Chapter 210. Zoning, section 210-9. Definitions: the "Usable Open Space" definition refers to "… an unenclosed portion of the ground … free of structures …" which would exclude a rooftop area of commercial building. Therefore, the 3,500 SF proposed for the rooftop deck atop the commercial building is removed from the total submitted resulting in 36,855 SF of usable open space.

While the number of dwelling units, 84, remains the same as previously proposed, these units and associated amenities are provided within less total square footage, as noted above, and total building footprint area is reduced from 38,008 SF in the 2014 concept plan to 31,506 SF in the 2021 site plan. The on-site common recreation area has been increased from 4,000 SF to 11,707 SF, which includes a 4,807 SF "Outdoor Amenity Area," two 1,700 SF 4th floor terrace recreation areas, and the 3,500 SF rooftop terrace.

The currently proposed site plan identifies sufficient parking, proposing 143 spaces for residents, based upon 1.25 spaces per bedroom. An additional 16 spaces are provided for the proposed commercial space, compliant with zoning requirements. A total of 156 spaces are required by the Code and 159 spaces are provided. As shown in the current 2021 site plan, the drive aisles are 26 feet (26') wide, increased from the previously proposed 24' width in response to the Town Board's prior Findings to deny. The plans demonstrate the ability to accommodate ± 15,000 SF of snow storage within the Town limits. In the event of a significant snow storm, snow is to be removed from the site within 48 hours. A note has been placed on the site plan stating such.

The prior and currently submitted SEQRA Project Assessment (PA) provides the text of the Town Board's resolution to deny (11:16 - #12 of 2016) in "*italics"* followed by a discussion of how the Project has been modified to address the land use and zoning concerns of the Board. Review of the 2019 conceptual plan and the current 2021 site plan results in the more accurate land development values presented above. Since the 2019 conceptual site plan and corresponding PA were found by the Town Board to address the concerns raised in the Town Board's 2016 denial, the Town Board adopted SEQR Findings and amended the zoning to the WHOD on January 8, 2020. The current 2021 site plan application, plans, PA, and other submitted materials were reviewed with due consideration of: the 2019 concept plan, PA, and Town Board findings to adopt the WHOD zoning, the specific requirements and standards in zoning for site plan approval, and the WHOD. The 2021 site plan submission provides more detail about the proposed development thereby resulting in the conclusion that the proposal is consistent with the prior SEQR findings and current zoning. Many of the land development values for the currently proposed site plan are either improved from or the same as those presented in the 2019 concept plan. However, excerpts of the PA text are inserted below, which elaborate on how the revised Project is more responsive to the purposes of the WHOD:

(1) The proposed project is not consistent with the purposes of the WHOD.

Pursuant to section 210-21.1(A) of the Town Code the WHOD " overlay district is to encourage the provision of mixed uses along the Hudson River waterfront of the Town of Poughkeepsie . …" The applicant has not provided to the Board a revised layout depicting a viable commercial mix integrated into the project. To obtain favorable recognition by the Town Board the project would need to incorporate

neighborhood scale commercial development including shops and services that would be available to residents of the project as well as visitors to the waterfront. The Dutton Project, as proposed, consists solely of residential units without any commercial development and is therefore inconsistent with the WHOD.

The currently proposed plan provides a 1-story stand-alone building with 4,000 SF of commercial space. This space could support a variety of potential uses that would be available to residents of the Project as well as visitors to the waterfront. The proposed Site Plan provides a viable residential - commercial mix consistent with the purposes of the WHOD.

(2) The proposed density of 84 residential units is too high for the amount of land available.

Pursuant to section 210-21.l(C)(5) the maximum residential density is 28 units per acre "as determined by the Town Board." While the proposed project takes numeric advantage of the maximum potential development density, it does so by providing impervious building, parking spaces, and driveway aisles in lieu of usable green spaces and common areas for residents and visitors. While the layout for the project depicts landscaped areas that meet the minimum set forth in the code in most cases these areas are nothing more than narrow strips of land a few feet wide containing grass and some trees and shrubs. None of these areas would be established for, or suitable for, residents to sit and gather. To obtain favorable recognition by the Town Board the project would need to incorporate areas of "Usable Open Space" as that term is defined in the zoning law….

In order to obtain Town Board recognition the amount of Usable Open Space would need to be 10% to 35% of the total square footage of the site following the examples of other overlay districts as set forth in the Chapter 210 of the Town Code. The lack of any outdoor areas proposed as green spaces and common areas (i.e. Usable Open Space) indicates that the overall residential density is too high for the site and must be reduced in order to provide a quality living environment for residents.

Modifying the layout and reducing the number of residential buildings from seven to two allowed for the provision of “Usable Open Space” for the future residents of the Town property. Open space is provided in several areas. As indicated on the plans, an outdoor amenity area is provided between the residential buildings and will include barbeque and kitchen facilities, a fire-pit and pergola. Terraces will be provided on the fourth floor in both residential buildings with outdoor seating and tables and outdoor TV for gatherings and passive recreation. These terraces will provide unobstructed views of the Hudson River. Adjacent to the terraces on the fourth floor will be a community room with a wet bar, game table and seating areas. The commercial building will have a roof-top terrace available for residents and the public. This terrace also will provide views of the River. Residents in the Town portion of the development will have full access to the recreational facilities on the City portion, including three pools, outdoor recreational, cooking and seating areas, and pergolas, consisting of more than one acre of open space (51,993 SF). In addition, residents will

have full access to the new public waterfront park and walkway (approximately 3 acres, of which 0.8 acres is in the Town), a unique and attractive amenity.

(3) The proposed project is devoid of any on-site recreational amenities for residents.

Although a determination as to provision of on-site recreation space is typically the purview of the Planning Board pursuant to Town Law §274-a(6), the Town Board through its sole discretion to approve, modify, or deny an application for a WHOD zoning amendment, has determined that the unique siting of the project on the banks of the Hudson River compelled the inclusion of on-site recreation as part of the proposed plan. While the Town Board may otherwise leave the specific type and location of recreation facilities to a determination by the Planning Board during site plan review, the Town Board has determined that some level of recreational facilities should be incorporated into the project design, and that such facilities cannot merely be a walking path. Further the Town Board has determined that the applicant's proposed improvement of the waterfront lot adjacent to the Dutton Project site that would be available to the general public is not a substitute for providing on-site recreational amenities for residents of the proposed development.

On-site common areas or recreation space will be provided on the Town property. These areas include: an outdoor recreation area with cooking facilities, common fourth-floor terraces with community rooms in both residential buildings, and a roof-top terrace on the commercial building. Residents in the Town portion of the development will have full access to the recreational facilities on the City portion consisting of more than one acre of open space (51,993 SF) and recreational facilities. In addition, residents will have full access to the new public riverfront park.

(4) The project lacks sufficient parking for residents and visitors.

Pursuant to section 210-2l.l(C)(5) the "Minimum parking shall be provided at a ratio of 1.5 spaces per dwelling unit or such other ratio as may be approved by the Town Board". While the project appears to meet the minimum parking standard on a per unit basis, the Town Board has determined that parking should be provided on a per bedroom basis in order to ensure sufficient parking for the project….The Town Board has determined that a parking rate of 1.25 spaces per bedroom would be appropriate in order to ensure sufficient parking not only for residents but for guests as well.

The proposed plan provides for the parking requested by the Town Board and consistent with the Zoning Code. As indicated on the plans, 140 spaces are provided for future Town residents, based upon the 1.25 spaces per bedroom. An additional 16 spaces are provided for the proposed commercial space, compliant with existing zoning requirements. A total of 156 spaces are required by the Code and 159 spaces are provided.

(5) The proposed driveway aisle width of 24 feet is too narrow.

As depicted on the proposed project layout several of the driveways providing access to the residential units are shown at 24 feet in width. Pursuant to section 210-92(H) of the Town Code a typical driveway width for this type of project would be 26 feet in order to provide sufficient backup and maneuver room between curbs and between opposing on- street parking spaces. The reason for the reduced aisle width appears related to the high density of the proposed project- in other words in order to squeeze the proposed 84 units onto the site aisle widths needed to be reduced. The Town Board has determined that the driveway aisle widths for the project should meet the standard of 26 feet as set forth in the zoning code, and that said standard is the minimum necessary to ensure access for emergency vehicles and public safety for the Dutton Project.

The main access driveways connecting the Town property to the City property are now shown at 26 feet in width, as these driveways will have the most traffic. The internal driveway aisles between parking areas are proposed as 24 feet in width. The applicant has completed a truck turning radius analysis to show that an aerial fire truck can access all areas of the Town development with the proposed driveway and aisle width. The details of the driveway and parking aisle layout have been further reviewed by the Planning Board and staff during the Site Plan review process.

(6) The project layout does not provide sufficient room for snow storage.

The lack of sufficient snow storage combined with the insufficient parking and restrictive driveway aisle widths indicate that during a winter in which snow fall is heavy that movement on the site by residents, visitors, delivery vehicles, and emergency vehicles would set up conditions that would endanger resident health, safety and welfare….

Snow storage areas are depicted in the 2021 plans, demonstrating ±15,000 SF of snow storage. In the event of a significant snow storm, snow is to be removed from the site within 48 hours. A note has been added to the 2021 site plan stating such.

ii. <u>Topography and Slope</u>

Site elevations range from a low point of approximately two feet above mean sea level near the Hudson River to a high point of 52 feet on the eastern side of the Site near North Water Street. Approximately 94% of the Site is level, with slopes in the 0-15% range. Approximately 5% of the Site has slopes in the range of 15-25% and 1.5% has slopes greater than 25%. The proposed finished floor elevation (FFE) of Building I is 15’; the FFE of Building J is 14’, and the FFE of the commercial building is 12’. The FFE of the amenity area is 14’+

Fill was imported to raise the Project Site from an existing average elevation of six feet above mean sea level to an average elevation of 11 feet or greater. Raising the Project Site in this manner elevated development out of the 100-year

floodplain and provided a "cap" on the remediated Brownfield. The completed Brownfield remediation has brought the site to the approximate proposed grades. A Federal Emergency Management Agency (FEMA) Letter of Map Revision Based on Fill (LOMR-F) map amendment was issued by FEMA in July 2020 indicating that no part of the development area is below the Base Flood Elevation (BFE) of 8' (refer to PA Attachment I). All development area, including the roads, are at least one foot above BFE.

A Stormwater Pollution Prevention Plan (SWPPP), including standard soil and erosion control measures meeting the requirements of the New York State Department of Environmental Conservation (NYSDEC), is already in place on the Project Site. In other words, NYSDEC State Pollution Discharge Elimination System (SPDES) permit coverage is active on the site. No additional mitigation measures are required or proposed.

SWPPP inspections and reports are performed and issued by the engineer retained for compliance with SWPPP for the current construction on the City portion. Similar action will occur for the Town portion of the site under the supervision of the Town Engineer.

iii. Soils and Geology

Soils on the Project Site are mostly classified as udorthents, which are disturbed soils resulting from fill activities. Based on soil borings, the fill has an average depth of eight feet below the surface. A small area of undisturbed Dutchess-Cardigan Urban land complex soils is found on the eastern side of the Project Site.

Bedrock consists of greywacke, shale and Pelitic rock formations. Bedrock is at the surface and shallow across the eastern boundary of the Site and deepens rapidly toward the River, approaching depths of 30-50 feet.

The site successfully completed the approved actions under a Brownfields Clean-up Agreement and has received a COC indicating compliance with NYSDEC requirements on the entire site, including the City, Town, and riverfront park, including the greenway trail. Specifically, NYSDEC issued a Certificate of Completion pursuant to Article 27, Title 14 of the New York State Environmental Conservation Law (ECL) to The O'Neill Group-Dutton, LLC for a parcel of approximately 11.84 acres located at 1 Dutchess Avenue in the City and Town of Poughkeepsie, Dutchess County including the Town and City Parcels making up the riverfront park in December, 2016 (refer to PA Attachment B). The remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses (actual site use is subject to local zoning requirements): Restricted Residential Use, as set forth in 6 NYCR R 375-1.8 (g) (2) ii, Commercial Use, as set forth in 6 NYCRR 375-1.8(g)(2)iii. Industrial Use, as set forth in 6 NYCRR 375-1.8(g)(2)(iv). Restricted Residential Use is a land use category which is considered for uses where there is common ownership or a managing entity for a site for which there are related restrictions. Restrictions for this land use category prohibit any vegetable gardens with possible community gardens. Restricted residential use permits public, active recreational uses.

Liability limitation was granted as a part of the COC. A similar liability limitation was provided for the riverfront park parcel when it received a COC for completion of the remediation in 2016. An Environmental easement was recorded with the Dutchess County Clerk indicating that the property is part of the Brownfield Clean-up Program. Additional conditions of the COC, which have been satisfactorily completed, include filing of an annual Site Management Periodic Review Report (SMPRR), annual reports to the New York State Division of Taxation, and compliance with the Site Management Plan (SMP).

The SMP provides for management of the site post-COC. It details certain actions and requirements to ensure public safety and confirmation by the State of compliance with the COC. The SMP includes information on the Engineering and Institutional controls (EC/IC) relating to this site. These include annual SMPRR, groundwater monitoring wells, restrictions on use of groundwater and vegetable gardening, and an Excavation Safety Plan (ESP). The ESP provides details on excavation and handling of soils. These include removal of any soils below the demarcation layer during construction, replacement of any soils with certified clean fill, replacement of the demarcation layer and soil cap.

The current 2021 site plan set includes specific site remediation notes on plan sheet G-102. Accordingly, prior site contamination was mitigated by site remediation, which has been completed and is in place as described above, so except for compliance with site management and reporting, no additional mitigation is required.

As described above, a SWPPP, including standard soil and erosion control measures meeting the requirements of the NYSDEC are already in place on the Project Site. In other words, NYSDEC SPDES permit coverage is active on the site. No additional mitigation measures are required or proposed.

SWPPP inspections and reports are performed and issued by the engineer retained for compliance with SWPPP for the current construction on the City portion. Similar action will occur for the Town portion of the site under the supervision of the Town Engineer.

iv. Hydrogeology

Depth to groundwater was obtained from five temporary monitoring wells installed on the Site. Depth to groundwater in areas of fill is at approximately the elevation of the Hudson River, generally four to six feet below the top of the fill layer. Groundwater level data is not available for the undisturbed parts of the Site.

Low level exceedances of the groundwater standard for arsenic have been documented for portions of the Site. Low level exceedances of the groundwater standard for three semi-volatile organic compounds were also documented during a 2007 groundwater sampling event. These are a direct result of prior activities at the Site before the applicant acquired the property.

As described above, the site successfully completed the approved actions under a Brownfields Clean-up Agreement and has received a COC indicating compliance with NYSDEC requirements on the entire site, including the City, Town, and riverfront park,

including the greenway trail. Accordingly, the site Brownfields remediation activity has been completed and will positively impact groundwater quality by the removal of contaminated soil which was the source of the groundwater contamination. As a result of the Project, there will be an increase in pervious area over the former conditions at the Site, which will promote groundwater recharge. After the contaminated soil was removed, the Site was capped with clean fill. Development on the Site will be supplied with potable water from a municipal source. Wastewater will be disposed of in a municipal treatment system. No significant impact to or from groundwater resources is therefore anticipated and no mitigation beyond completion of the NYSDEC approved remediation plan is required.

v. Surface Water and Stormwater Management

Water resources on or near the Site are limited to the Hudson River just to the west of the Site adjoining the parcel of State-owned land, and Kidney Creek, which is conveyed east to west underground through the Site through an existing culvert at approximately the City/Town boundary line. The Hudson River is classified as a Class A stream by the NYSDEC. The Kidney Creek does not appear on the DEC Environmental Resource Mapper, and therefore is not classified. There are no ponds, wetlands, or other water resources on the Site.

Most of the site is located within the 100- and 500-year floodplains of the Hudson River. The 100-year floodplain has a base flood elevation of eight feet. The 500-year floodplain has a flood elevation of 9.7 feet.

The site has been raised by soil import during the Brownfield Remediation process. Following the remediation, the property is at an average elevation of 11 feet above sea level. The development is above the floodplain elevation. . The proposed finished floor elevation (FFE) of Building I is 15'; the FFE of Building J is 14', and the FFE of the commercial building is 12'. The FFE of the amenity area is 14'+.

As described above, a FEMA LOMR-F map amendment was issued by FEMA in July 2020 indicating that no part of the development area is below the Base Flood Elevation (BFE) of 8' (refer to PA Attachment I). All development area, including the roads, are at least one foot above BFE. Thomas Wiacek, the Town of Poughkeepsie Floodplain Administrator, signed the LOMR-F application prepared by the developer acknowledging the elimination of flood hazard due to the fill placement and raising the elevation above flood plain. Mr. Wiacek has determined that no Floodplain development permit is necessary as the property is no longer in the floodplain. The applicant already has received all necessary permits for the City development. The finished floor elevations of the structures will be raised so that they are not within the 100-year flood zone.

The Kidney Creek culvert has been replaced, along with the pipe running to it from North Water Street to the culvert by the River. The replacement pipe and culvert are currently performing according to plans.

The Hudson River shoreline was stabilized as part of the Brownfield remediation. Rip rap was installed along the entire shoreline, including land in the City and in the Town. A Nationwide Permit was issued by the United States Army Corps of Engineers (ACOE) for the work, and it was completed and accepted. A one hundred foot (100') offset to the high water line of the Hudson River is shown on site plan sheet C-103. Calculation of the areas of disturbance within the high water line are also provided on the above-referenced plan.

Stormwater currently drains across the Site to the Hudson River and will continue to do so after completion of the Project. Construction of the Project will involve disturbance of more than one acre and so permit coverage was obtained under the State Pollution Discharge Elimination System (SPDES) via compliance with the NY General Permit for Stormwater Discharges from Construction Activity. As described above, a SWPPP, including standard soil and erosion control measures meeting the requirements of the NYSDEC are already in place on the Project Site. In other words, NYSDEC SPDES permit coverage is active on the site. No additional mitigation measures are required or proposed. SWPPP inspections and reports are performed and issued for compliance with the SWPPP under the supervision of the Town Engineer.

The reduction in impervious area and the implementation of stormwater controls is expected to lead to a reduction in pollutant load to the Hudson River from the Site. Except for ongoing SWPPP compliance, no additional mitigation measures are required or proposed.

vi. <u>Flora and Fauna</u>

Site remediation has been completed. A landscaping plan has been provided as part of the 2021 site plan submission. According to sheet C105 in this submission and based on a view of the site in May 2021, landscaping remains to be completed in the Town of Poughkeepsie portion of the riverfront park. Though some landscaping has been placed to date (trees and mulch), a number of plantings remain to be placed. Until the landscaping is complete, the Town would not issue any certificate of occupancy for the park. This is standard for any development project in the Town.

The subject property is an abandoned industrial site characterized by urban successional plant communities where there was no pavement or buildings. No significant plant communities were identified on the Site, nor were there any endangered, threatened, or rare species.

Similarly, field surveys did not reveal the presence of any significant animal habitats or evidence of endangered, threatened, or rare fauna on the Site. Animal use of the Site was characterized by common urban species.

No submerged aquatic vegetation species were reported to occur on the adjoining parcel of State land by the New York Natural Heritage Program (NYNHP).

Because no significant habitats or species occur on the site, the loss of any existing flora and fauna was not considered to be a significant impact. The new landscaping is likely to

be used by urban or migrant species, especially along the waterfront. No additional mitigation measures are required or proposed.

vii. Traffic and Transportation

The offsite traffic plan and improvements have been adapted from the original plan. The number of units for the entire property has been reduced to 300 units in the City and 84 units in the Town from the originally proposed 584 units. All entry points to the development are from City of Poughkeepsie public streets. Internal driveways within the City portion of the development are being installed. The internal driveways within the Town portion will be reviewed and approved by the Planning Board during the Site Plan approval process.

The Site will be served regionally via U.S. Route 9 and U.S. Route 44 and NYS Route 55. Other key roadways serving the Site include Hoffman Street, Kittredge Place, Albany Street, Main Street, Delafield Street and North Water Street.

Access to the Project Site will be provided via two entrances on Dutchess Avenue and one entrance on North Water Street. All roads within the Project Site will be privately owned and maintained. Internal circulation will occur via a loop road. The City of Poughkeepsie Fire Chief found that the proposed site plan provided adequate maneuverability and circulation for emergency vehicles, noting that having an access point at the north end of the site would enable even better emergency response. The applicant has provided for a potential future connection to the property to the north in order to accommodate this request. Fairview Fire District has acknowledged that this desired connection should not slow this plan review, but remain an active pursuit for the Town. Fairview Fire District has acknowledged that their district will serve this waterfront development and has adequate capacity to do so.

The Site Plan provides space for a possible future emergency access between the Project and the adjoining Vassar property, however a physical connection will not be made unless there is an agreement between Vassar and the applicant, acceptable to the City and Fairview Fire District, assuring access by emergency vehicles through the Vassar property to the Project Site, and through the Project Site to the Vassar property. A connection between the properties is desirable but is not presently necessary for emergency services, as the City and Fairview Fire Chief have determined the access as proposed is acceptable for emergency services. The Planning Board has reviewed emergency access provisions as part of the site plan review process.

The Lead Agency and the applicant jointly investigated the feasibility of providing new direct access from the Site to the US Route 9. However, the New York State Department of Transportation (DOT) advised that such an access is not warranted nor permissible. The applicant conducted a detailed traffic study of the surrounding roadway network. The study also included an assessment of accident data, sight distances and pedestrian access. The study was reviewed by consultants for both the City and the Town and was revised several times during the process. The study assumed a 2015 design year and a background growth rate of 1% per year. The study also took into account potential traffic from recently approved or soon-to-be-approved projects, such as the Hudson Heritage Project.

The study did not take into account potential traffic on Water Street from the Walkway Over the Hudson elevator because such traffic will not coincide with the peak hours of traffic generation from the proposed Project.

The traffic study encompassed 15 intersections in the immediate and near vicinity of the Project Site. The study found that most intersections will continue to operate at acceptable levels of service after Project completion.

New sidewalk is being installed along the south side of Dutchess Avenue in addition to new shade tree plantings along the street, sidewalks along North Water street to the Fallkill Bridge are also installed.

The applicant has provided a memorandum from Maser Consulting, dated 03/02/2021, describing the previously considered pavement marking improvements at the intersection of Fairview Avenue & Cedar Street which have been implemented since the time of the report. It was reported that the intersection is functioning appropriately based on current and projected traffic volumes.

The traffic study and subsequent review made the following recommendations which have been, or will be, implemented (***PA updates are provided in bold, italicized text***):

- Resurface and provide sidewalk improvements and pavement markings on North Water Street from the Children's Museum to Dutchess Avenue. ***Completed by others***
- Reconstruct Dutchess Avenue, including new sidewalks and street trees. ***Completed during Phase One (City portion)***
- Add pavement markings at the Hoffman Street/Albany Street intersection. ***Completed by others***
- Traffic signal actuation and controller replacement, signal timing adjustments, pavement markings and signing at the Hoffman Street/Delafield Street intersection. ***Completed by City***
- Pavement markings at the Main Street/Rinaldi Boulevard intersection. ***Under review due to future development in area***
- Signal timing adjustments and pavement markings at the Fairview Avenue/Cedar Street intersection. ***Pavement markings are installed. Based on March 2, 2021 correspondence and discussion between the applicants traffic engineer, Phillip Grealey, PE, of Maser Consulting and the Planning Board's consultant, Marc Petroro, PE, the Board's consultant, the intersection operates at a level of service B.***
- Potential installation of speed tables on Hoffman Street, Albany Street and Water Street. ***Not required at time of issuance of Certificate of Occupancy for the initial phase of development and no longer requested by the City for these City Streets.***

Improvements to North Water Street and Dutchess Avenue were coordinated with improvements carried out as a result of the Hoffman Street Bridge relocation and completed prior to the rededication of the bridge.

Residential and commercial parking will be constructed in compliance with Town Code requirements and building code requirements for accessible parking.

The riverfront park, a 1,400' linear, three-acre public park has been completed by the applicant, including a paved walkway, landscaping, and access from Dutchess Avenue and within the development with stairways and accessible ramps. The land ownership was transferred from the State Office of General Services via letters Patent to limited liability companies with common ownership to the applicant. There are 0.82 acres within the Town and 2.2 acres within the City. It is anticipated that the City of Poughkeepsie will take ownership of the parcel of riverfront park located in the Town. Until that time, the property owner will continue to own, operate, and maintain this parcel.

Construction traffic will result in short-term, adverse impacts to surrounding roadways and residents. This is an unavoidable adverse impact of the Project; and will be mitigated to some degree by the fact that it will be temporary.

Specific site plan aspects, including but not limited to design, layout, and vehicle and pedestrian access and circulation, including driveways, have been reviewed by the Town Planning Board as part of the site plan review process. No additional mitigation is required or proposed.

viii. Air Resources

The DEIS included an analysis of impacts to air resources from traffic and Project operations. The analysis found that emissions from the Project will not result in an adverse impact to air resources.

Impacts to air resources will occur from soil disturbance during construction. Mitigation measures include:

- Grading and graveling of all roadways along with periodic regrading, compacting and replacement of gravel as needed;
- Daily watering of the roadways as needed;
- Maintenance of a maximum on-site speed limit of 15 mph; and
- Adherence to the soil erosion control plan.

As described above, a SWPPP, including standard soil and erosion control measures meeting the requirements of the NYSDEC are already in place on the Project Site. In other words, NYSDEC SPDES permit coverage is active on the site. No additional mitigation measures are required or proposed.

ix. Cultural Resources

The applicant completed a Phase 1 literature review and archaeology assessment for the Project. The assessment determined that, based upon the significant development and disturbance of the Site, cultural resources are unlikely to be found on the Site. The OPRHP concurred with the conclusions of the report and determined that no additional cultural resource investigations are warranted, and further concluded that the Project will have No Impact on historic or archaeological resources.

x. Visual Character

The proposed development in the Town will have two four-story residential buildings and one single-story commercial buildings for a total of three (3) buildings. This contrasts with the former design (2014) which had seven (7) four-story residential buildings. As indicated in PA Table 2, Impact Comparison Table, the original total building footprint area was 38,008 SF and the current total building footprint is 31,506 SF, a reduction of 6,502 SF or approximately 17 percent. The reduction in the number of buildings opens up the Town property with less building massing. The proposed Town residential buildings will be similar to buildings being constructed within the City providing a harmonious visual effect for the development.

The modified site plan provides for greater views of the Hudson River for future residents of the development. In the previous plan, two four-story buildings were parallel to the riverfront, each 160 feet in length with a 60-foot space between buildings. These buildings were approximately 50 feet from the riverfront park land. In the former plan, residents of the five eastern-most buildings had limited views of the River. In the current plan, one residential building (northern) is perpendicular to the River and the second (southern) is parallel to the River but set back more than 300 feet riverfront park land as shown in PA Figure 3, Site Plan and Figure 4, Building Elevations. The northern residential building is set back approximately 60 feet from the riverfront park land. This design provides for direct views of the River for most of the residential units.

In addition, each residential building will have an outdoor terrace with adjacent indoor community room with wet bar, seating, and game tables on the fourth floor. The northern building has a terrace facing directly west, while the southern building has a terrace at its northern end with views to the north and west. These two open terraces, approximately 1,700 SF in size above the third floor, will provide residents with common space to enjoy unimpeded views of the River from the fourth-floor elevation (see PA Figure 4 – Building Elevations).

The proposed commercial building is one story and will have unimpeded views of the River. Placing this one-story building approximately 55 feet from the waterfront parkland will reduce the visual impact of the development, allowing more open views into the development from pedestrians at the riverfront. The commercial building will include a 3,500 SF roof-top terrace available to both residents and the public.

The Project Site is located adjacent to the Hudson River and is visible from many surrounding viewpoints on both sides of the River. The Site is directly adjacent to the Esopus-Lloyd Statewide Scenic Area of Significance (SASS) and the Estate District SASS. In addition to the Hudson River, scenic areas, or landmarks in the vicinity of the Site include the Walkway Over the Hudson, Marist College and boathouse, Vassar boathouse, Quiet Cove Park, Waryas Park, and the Mid-Hudson Bridge. Visual Character, including a visual impact analysis are discussed in the DEIS, in volume 1, section III.K, which includes text and maps about the viewpoint areas mentioned above.

The revised Project plan will have fewer visual impacts than the original plan because of the reduced number of buildings; reduced total building footprint area; and because the

buildings have been reoriented and set further back from the edge of the Hudson River. The current building layout will be unlikely to block views of the Hudson River from residential neighborhoods to the east as was the case with the original plan. Accordingly, the revised plan has less visual impact than the original plan.

The applicant has revised the architectural character of the proposed buildings in the Town making them similar to the style and architecture used for the City portion of the project. The façade treatment of the proposed buildings is stone, brick, and hardy plank. The Town Planning Board is reviewing the architectural character of the proposed buildings as part of its site plan review. The Planning Board has also reviewed the applicant's lighting plan to ensure that nighttime lighting impacts are minimized.

Since the proposed buildings will be similar in design and architecture to buildings under construction in the City, this approach will create a community with harmonious architectural character.

xi. Demographics

The Project is anticipated to appeal to younger, working, professionals in addition to the retired demographic. It is anticipated that residents will have median household incomes equal to or higher than those in the area. No adverse impacts to demographics are anticipated.

Per the Town Board's findings, dated December 19, 2021, pre-leasing for the buildings nearing completion within the City confirms that the development appeals to younger professionals and "empty nesters" who wish to remain in the Poughkeepsie area and are drawn to the proximity to the train station, the location on the Hudson River, the luxury design and quality of the interiors and amenities of the development.

xii. Fiscal Conditions

The applicant has agreed to pay taxes to the Town at a rate it would pay if standard assessments apply in accordance with Code Chapter 210, Zoning, section 210-21.1 B.(5). The development's effect on jobs and fiscal impacts during construction and once occupied will be similar to those described in the DEIS, FEIS and original Findings Statement.

Per the Town Board's findings, dated December 19, 2021, a fiscal impact analysis was included in the DEIS. The analysis found that the project would have positive fiscal impacts to all taxing jurisdictions. It is anticipated that the downsized project presented in the FEIS still will result in positive fiscal impacts.

The Project will generate construction and operations employment, thus resulting in positive impacts.

xiii. Community Facilities and Services

The Project-related impacts to community resources are unchanged from the Findings from 2012. The demographics for the ultimate residents are similar to that described in the original Findings: young professionals, and "empty nesters." The demographics are borne out by the current tenants about to occupy the City portion of the development.

The Project Site is served by the Hyde Park Central School District. The school district has capacity for additional children generated by the Project.

The Project is not expected to have significant impacts to police, fire, emergency, solid waste, or recreation services.

The applicant has constructed the riverfront park, including the greenway trail which is substantially completed. Two pools, a clubhouse and outdoor cooking areas are also available for all the development residents, including those in the Town. A second outdoor area with seating and cooking facilities is located with the Town portion of the site.

xiv. Greenhouse Gas Emissions

The Project will result in the emission of greenhouse gases. To mitigate this impact, the applicant proposes to incorporate energy-saving measures into the design and construction of the buildings. Additionally, electric vehicle (EV) charging stations are proposed.

10. Alternatives

The conceptual plan presented, reviewed, and accepted by the Town Board, and the 2021 proposed site plan presented, reviewed, and accepted by the Planning Board, were developed to be consistent with revisions suggested by Town staff and consultants; respond to comments of the Town Board Resolution of denial of the zone change in 2016; and respond to the subsequent Town Board SEQR Findings and WHOD rezoning in January 2020.

Alternatives were explored inclusive of a No Action Alternative, higher density design alternatives, layout alternatives, mixed-use alternatives, alternative housing mix alternatives, and other use alternatives as permitted under the WHOD zoning district. Ultimately, the 2021 proposal presents itself as being the optimal plan.

11. Conclusion and Certification

Having considered the Draft and Final Environmental Impact Statements, the City of Poughkeepsie Common Council Findings; the reasoning set forth in the Town Board's denial; the reasoning set forth in the Town Board's later SEQR Findings and adoption of the WHOD zoning, the Project Assessment and detailed site plan set, the Town of Poughkeepsie Planning Board hereby certifies that:

A. It has considered the relevant impacts, facts and conclusions disclosed in the DEIS and FEIS; and prior Findings statements;
B. It has weighed and balanced the relevant environmental impacts with social, economic, and other considerations;
C. The requirements of 6 NYCRR part 617 have been met;
D. Consistent with the social, economic, and other essential considerations, from among the reasonable alternatives available, the action to be carried out minimizes or avoids, to the maximum extent practicable, adverse environmental impacts disclosed in the DEIS and FEIS; and
E. Consistent with the social, economic, and other essential considerations, adverse environmental impacts revealed in the Draft and Final Environmental Impact Statement will be minimized or avoided to the maximum extent practicable by incorporating as conditions to the decision those mitigating measures which were identified in this Findings Statement and the EIS documents.

FINAL AUTHORIZING RESOLUTION
(One Dutchess Phase 3, LLC 2022 Project)

At a special meeting of the Dutchess County Industrial Development Agency (the "**Agency**") convened in public session at 8:00 a.m., local time at Three Neptune Road, Poughkeepsie, New York on the 24th day of May, 2022, the following members of the Agency were:

PRESENT: Mark Doyle, Vice Chairman
Kathleen M. Bauer, Secretary/Treasurer
Alfred D. Torreggiani
Donald R. Sagliano
Ronald J. Piccone, II

ABSENT: Timothy Dean, Chairman
Amy L. Bombardieri

ALSO PRESENT: Sarah Lee, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the (Vice) Chairman announced that among the purposes of the meeting was to consider and act on certain matters pertaining to acquisition of title to, or a leasehold interest in, a certain industrial development facility (One Dutchess Phase 3, LLC 2022 Project) and the leasing of the facility as more particularly described below:

RESOLUTION OF THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE CONSTRUCTION, IMPROVEMENT, RECONSTRUCTION, REPAIR, RENOVATION, INSTALLATION, FURNISHING AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR ONE DUTCHESS PHASE 3, LLC AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively, the "**Act**"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, ONE DUTCHESS PHASE 3, LLC, a New York limited liability company having its principal office at 24 Dutchess Landing Road, Poughkeepsie, New York 12601 (the "**Company**"), has submitted an application to the Agency requesting the Agency provide certain "financial assistance" (within the meaning of the Act) with respect to the Facility

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(hereinafter defined), including potential exemptions from certain sales and use taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "**Financial Assistance**") for the following project (the "**Project**") in connection with the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing and equipping of a certain mixed-use residential and commercial facility consisting of the following:

(A) the acquisition of approximately 3.8 acres of land located at 10 O'Neill Court, 20 O'Neill Court and 70 Dutchess Landing Road, Town of Poughkeepsie, County of Dutchess, State of New York, bearing Tax Map Grid Nos. 134689-6062-02-781496, 134689-6062-02-768525 and 134689-6062-02-755495 (the "**Land)**; and

(B) the construction of (i) one approximately 13,753 square foot per story, four-story structure (approximately 55,012 total square feet) for multi-unit residential use, presently estimated to be 42 units, to be located at 10 O'Neill Court, Poughkeepsie, New York (ii) one approximately 13,753 square foot per story, four-story structure (approximately 55,012 total square feet) for multi-unit residential use, presently estimated to be 42 units, to be located at 20 O'Neill Court, Poughkeepsie, New York; and (iii) one approximately 4,000 square foot, one-story structure for commercial use to be located at 70 Dutchess Landing Road, Poughkeepsie, New York (collectively, the "**Improvements**"); and

(C) the acquisition and installation of new equipment, machinery and other personal property for use in the premises described above (collectively the "**Equipment**" and, together with the Land and Improvements, the "**Facility**") to be owned by the Agency and leased to the Company to be used as part of the Facility; and

WHEREAS, the Project includes the following, as they relate to the acquisition, construction, improvement, reconstruction, repair, renovation, installation, furnishing, equipping, and completion of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, construction, improvement, reconstruction, repair, and renovation of the Facility; and (ii) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, construction, improvement, reconstruction, repair and renovation of the Facility and installation of the equipment; and

WHEREAS, the Agency by resolution duly adopted on April 20, 2022 (the "**Preliminary Resolution**"), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of May 1, 2022, or such other date as the Chairman or the Executive Director of the Agency and counsel to the Agency shall agree (the "**Company Lease**"), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the "**Bill of Sale**"), from the Company to the Agency; and

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WHEREAS, the Agency will sublease and lease the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of May 1, 2022 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the "**Lease Agreement**"), by and between the Agency and the Company; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to complete the Project Work (as defined in the Lease Agreement) substantially in accordance with the Plans and Specifications (as defined in the Lease Agreement); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted by the Department of Environmental Conservation of the State of New York (the laws and regulations hereinafter collectively referred to as "**SEQRA**"), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination to undertake the Project; and

WHEREAS, on May 20, 2021, the Town of Poughkeepsie Planning Board (the "**Planning Board**") adopted a 22-page Findings Statement (the "**Findings Statement**") containing a history of the approval process conducted by the other involved agencies and thorough analysis of the Project and concluded the SEQRA review process for the Project; and

WHEREAS, the Agency hereby determines that the Findings Statement, attached hereto as Exhibit A and incorporated by reference herein, accurately and effectively examines the environmental issues presented by the Project; and

WHEREAS, the Company has demonstrated that is has the support of the Town of Poughkeepsie for the Project in compliance with the Agency's Retail and Housing Policy; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of (i) exemptions from sales and use taxes in an amount not to exceed $1,637,455.63 in connection with the purchase or lease of equipment, building materials, services or other personal property with the respect to the Facility; and (ii) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be $23,356,000.00 but in any event not to exceed $24,000,000.00 in connection with the Project Work; and

WHEREAS, in compliance with §859-a of the Act, the Agency on May 20, 2022 held a public hearing on the grant of financial assistance as set forth herein following publication in the *Poughkeepsie Journal* on May 6, 2022 of a notice of the public hearing; and

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WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company.

NOW, THEREFORE, BE IT RESOLVED, by the Agency (a majority of the

members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) The Action is a Type I Action pursuant to SEQRA.

(b) Having considered the Planning Board's Findings Statement and the documents incorporated by reference therein, the Agency hereby concurs in the Planning Board's findings and decisions contained in the Findings Statement and hereby adopts as its own the Findings Statement attached hereto as Exhibit A.

(c) The Agency hereby ratifies the findings and required mitigation measures set forth in the Findings Statement promulgated by the Planning Board for the Project.

(d) The basis for this decision is set forth in the Findings Statement attached hereto and incorporated by reference herein, and thus all the provisions of SEQRA have been met.

Section 2. The Agency further hereby finds and determines:

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

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The public hearing held by the Agency on May 20, 2022, concerning the grant of Financial Assistance as set forth herein and the nature and location of the Facility was duly held in accordance with the laws of the State of New York, including but not limited to the giving of public notice of the meeting a reasonable time before the meeting and affording a reasonable opportunity for persons with differing views to be heard on Agency's providing the financial assistance contemplated herein and the location and nature of the Facility; and

(d) The Project Work and the leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Dutchess County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(e) The Project will serve the Agency's public purposes as set forth in the Act by preserving or increasing the number of permanent, private sector jobs in Dutchess County and the State of New York.

(f) Based upon representations of the Company and counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of Dutchess County and all regional and local land use plans for the area in which the Facility is located; and

(g) The Agency determines that there is satisfactory support from the Town of Poughkeepsie for the Project in compliance with the Agency's Retail and Housing Policy; and

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(h) It is desirable and in the public interest for the Agency to approve the requested Financial Assistance for this Project; and

(i) The Company Lease will be an effective instrument whereby the Agency leases the Land and Improvements from the Company; and

(j) The Lease Agreement will be an effective instrument whereby: (1) the Agency leases and subleases the Facility to the Company; (2) the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and (3) the Agency and the Company set forth the circumstances in which the Agency may recapture some or all of the benefits granted to the Company in the event any enumerated Recapture Event (as defined therein) occurs.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Facility to the Company pursuant to the Lease Agreement, and (iv) execute, deliver and perform the Lease Agreement.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5. The form and substance of the Company Lease and the Lease Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 6. Recapture Provisions. The Agency has retained certain recapture rights under the terms and conditions of the Lease Agreement upon the occurrence of a Recapture Event as defined therein. Section 5.4 of the Lease Agreement relating to recapture rights by the Agency against the Company is attached hereto and made a part hereof as Exhibit B.

Section 7. Based upon the representation and warranties made by the Company in the Application, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the Project Work in the form of: (i) exemptions from sales and use taxes in an approximate amount not to exceed $1,637,455.63 in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility and (ii) exemptions from mortgage recording taxes for one or more mortgages securing an amount not to exceed $24,000,000.00, in connection with the financing of the construction, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of constructing, renovating and equipping of the Facility. The Agency agrees to consider any requests by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services, and, to the extent required, the Agency authorizes and conducts any supplemental public hearing(s).

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Section 8. Subject to (i) execution of the Agency Documents by the Company and (ii) the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Facility satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the Project Work and appoints the Company as the true and lawful agent of the Agency.

Section 9.

(a) The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease and the Lease Agreement (including any Mortgage and accompanying Assignment of Leases and Rents and Consents to Assignment and any other financing documents reasonably approved as to form and substance by the Executive Director and counsel to the Agency), all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, any member of the Agency or the Executive Director shall approve, and such other related documents as may be, in the judgment of the Executive Director and Agency Counsel necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, any member of the Agency and the Executive Director of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement). The Agency hereby appoints each Member of the Agency and Agency Counsel to serve as an Assistant Secretary of the Agency for purposes of this transaction.

Section 10. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 11. This resolution shall take effect immediately.

This resolution was duly moved by Alfred D. Torreggiani, seconded by Ronald J. Piccone, II, discussed and adopted with the following members voting:

Timothy Dean, Chairman	being	ABSENT
Mark Doyle, Vice Chairman	VOTING	"Aye"
Kathleen M. Bauer, Secretary/Treasurer	VOTING	"Aye"

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Alfred D. Torreggiani	VOTING	"Aye"
Donald R. Sagliano	VOTING	"Aye"
Ronald J. Piccone, II	VOTING	"Aye"
Amy L. Bombardieri	being	ABSENT

Adopted: May 24, 2022

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EXHIBIT A

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State Environmental Quality Review Act (SEQRA) Findings Statement

One Dutchess Avenue
Rezoning and Mixed-Use Development

Pursuant to Article 8 of the Environmental Conservation law and 6 NYCRR Part 617 *et seq*., the Town of Poughkeepsie Planning Board, as an Involved Agency, makes the following findings.

1. **Name of Action:** One Dutchess Avenue – Site Plan Phase 3 in the Waterfront Housing Overlay District (WHOD)

2. **Description of Action:** One Dutchess Avenue is a mixed-use residential/commercial waterfront redevelopment involving an approximately 14.3-acre site in the Town and the City of Poughkeepsie. The City of Poughkeepsie Common Council, acting as Lead Agency for the environmental review of the proposed action under SEQRA, accepted a Final Environmental Impact Statement on March 19, 2012, and adopted and issued a written Statement of Findings relative to the overall project on May 7, 2012. In 2015, the City of Poughkeepsie Planning Board granted site plan and other approvals for the portion of the project located in the City. The City's approval included 300 residential units, 13,800 square feet of commercial space, and associated amenities for residents, as well as a greenway trail along the Hudson River for public use. That portion of the project is now under construction.

   Approximately 4 acres (3.8 ac) of the 14.3-acre redevelopment site are located in the Town. The Town first reviewed plans for this portion of the project in 2012. The approval process in the Town included a request for the Town Board to rezone the land to a Waterfront Housing Overlay District (WHOD) designation pursuant to §210-21.1 of the Town Zoning Code. On September 18, 2014, the Town Planning Board voted to convey a positive recommendation to the Town Board on the Waterfront Housing Overlay District (WHOD) designation with several conditions. However, on November 16, 2016, the Town Board denied the rezoning to WHOD by resolution 11:16 - #12 of 2016. The Town Board's resolution identified six (6) specific reasons why the proposed zoning amendment was not in the best interest of the Town.

   In 2019, the applicant submitted a revised concept plan for the Town portion of the site. The revised concept plan proposed two (2) 4-story residential buildings with 42 units in each building; and a 1-story building with 4,000 square feet (SF) of commercial space. The plan includes indoor and outdoor amenities for future residents and the continuation of the greenway trail along the Hudson River waterfront. The revised concept plan was intended to respond to the six specific reasons cited by the Town Board in its November 2016 denial of the previous rezoning request. The applicant presented the revised concept to the Town of Poughkeepsie Town Board at a Committee of the Whole on January 9, 2019.

   In March 2019, the applicant submitted an application for rezoning to the Town Board. On April 17, 2019, the Town Board adopted resolution 4:17 - #20 of 2019 which referred the application to the Planning Board "for a recommendation as to whether, in the opinion of the Planning Board,

the application supports a Waterfront Housing Overlay District designation" pursuant to §210-21.1. The resolution also directed the Town Clerk to refer the application to the Dutchess County Department of Planning and Economic Development (DCDP&ED) and to each of the municipalities adjoining the Town of Poughkeepsie pursuant to §210-155. Lastly, the resolution set a public hearing on the proposed zoning amendment for June 5, 2019.

At its meeting on May 16, 2019, the Planning Board considered the requested WHOD Designation for One Dutchess Avenue. Pursuant to §210-21.1(D)(2), the Planning Board voted 6-0 to recommend to the Town Board that the application does support a Waterfront Housing Overlay District (WHOD) designation. On May 20, 2019, the DCDP&ED advised that adoption of the zoning was a matter of local concern.

On June 5, 2019, the Town Board opened the public hearing and received comments. A SEQRA Project Assessment (PA) was submitted in September 2019, which was revised October 7, 2019, detailing the environmental impacts of and mitigation measures for the Town portion of the overall project. Public comment continued to be received until the public hearing was closed on December 18, 2019.

A draft SEQRA findings statement was prepared by the Town planning department staff dated December 12, 2019. On January 8, 2020 the Town Board adopted a resolution which included the following actions: adopting the SEQR findings statement; determining that the proposed zoning amendment is consistent with the town's approved Local Waterfront Revitalization Program (LWRP); finding that the proposed WHOD zoning designation is consistent with the purposes of the zone; waiving a three-story maximum building height requirement to allow four-story buildings; and amending the project site's zoning designation from the Heavy Industrial (I-H) district to the Waterfront Housing Overlay District (WHOD).

In July 2020, the applicant submitted an application for Site Plan Approval. The application included a set of plans and a letter identifying updates to the previously reviewed SEQR PA. Subsequent submittals were received for review in October 2020, and in January, March and April 2021, each including more detailed project plans and PAs based on comments received from Town staff, consultants, and the Planning Board.

The currently proposed project (the "Project") will include 2 four-story buildings containing 42 residential units in each building for a total of 84 units with roof-top terraces and an outdoor patio with cooking facilities and seating available for use by residents. The site plan proposes an additional 1-story building containing 4,000 square feet of commercial space with a 3,500 square foot roof-top terrace available for use by residents and the public. The commercial building is approximately 75 feet from the riverfront park, allowing access from the extension of the newly constructed road that will service the entire development (Dutchess Landing Road), the riverfront park and from the proposed development by its residents. Each of the 42-unit residential buildings consist of approximately 57,600 square feet of floor area and includes a roof top terrace of 1,700 square feet. There is a ground-level outdoor amenity area of 4,807 square feet. The buildings are designed similar to two 42-unit buildings constructed, completed, and occupied within the City portion of the development.

The proposed plan provides more open space and recreational amenities for future residents than plans previously considered by the Town Board and Planning Board. The plan provides an outdoor

amenity area of 4,807 square feet in size with barbeque facilities, pergolas and benches located between the residential buildings. Each of the two residential buildings will have an outdoor rooftop terrace recreational area with an adjacent indoor community room on the fourth-floor available for Project residents to gather. The residents of the Town portion of the development will also have access to and use of the existing pool, outdoor kitchens and clubhouse completed and in use in the City portion of the project. The proposed public riverfront park along the Hudson River containing approximately 0.82 acres within the Town and a total of 3 acres overall along the Hudson riverbank provides additional open space and recreational area for future residents. The riverfront park is accessible to the public and provides access to the River, complying with the Town's LWRP. The City of Poughkeepsie has agreed to own and maintain the riverfront park which will be separated from the development but accessible by residents. Until the transfer of ownership to the City, the park will be maintained by the applicant.

3. **Project Location:** The Project Site consists of the following parcels.
   - Tax parcel 131300-6062-59-766443 in the City of Poughkeepsie
   - Tax parcels in the Town of Poughkeepsie:
     - Tax Parcel 134689-6062-02-745510 (**riverfront park**): 0.82 acres +/-
     - Tax Parcel 134689-6062-02-781486 (Building I): 13,753 SF
     - Tax Parcel 134689-6062-02-768525 (Building J): 13,753 SF
     - Tax parcel 134689-6062-02-755495 (Commercial Building): 4,000 SF

4. **Approvals:** The following approvals are required for the Project:

Table 1: Required Approvals/Review and Involved Agencies

Agency		Approval/Review
Local Agencies		
City of Poughkeepsie	City Common Council ***Approved, 2012***	Zoning amendment
	City Planning Board ***Approved, 2015***	• Advisory opinion on zoning amendment • Special Permit (for residential use) • Site plan review • Aquatic Resource Permit
	City of Poughkeepsie Zoning Administrator ***Approved, 2015***	• Floodplain Development Permit
	City DPW ***Approved***	Documentation that the City wastewater treatment facility has sufficient capacity to meet the demand from the Project and is in compliance with the existing SPDES permit Approval of sewer and water connections

	Local Waterfront Advisory Committee ***Approved 2015***	Determination of consistency with LWRP
Town of Poughkeepsie	Town Board ***Adopted 2020***	Zoning amendment
	Town Planning Board ***Issued and Pending***	• Advisory opinion on zoning amendment - Issued on May 21, 2019 • Site plan review - Pending • Aquatic Resource Permit – Pending • Determination of consistency with LWRP – Pending
County Agencies		
Dutchess County Department of Public Works ***Approved, 2015***		Permit for any work in County rights-of-way
Dutchess County Planning Board ***Matter of Local Concern***		239m GML referral
NYS Agencies		
New York State Department of Health ***Approved***		• Sanitary sewer connection • Water connection, water supply, storage and distribution system, Backflow prevention devices, swimming pools
NYS Department of State Coastal Zone Program ***Permit issued***		Coastal Zone consistency determination
NYS Department of Environmental Conservation ***SPDES and WQC issued***		• SPDES permit for construction related impacts • Water quality certification
NYS Office of Parks, Recreation and Historic Preservation ***No further action needed***		Review of historic and archaeological resources (Determination of No Impact issued November 29, 2010)
NYS Office of General Services ***Transfer of Patent completed***		Approval for use of State-owned lands along and/or under the Hudson River
Federal Agencies		
Army Corps of Engineers (ACOE) ***Permits issued***		Permits and review for all work along the bank and in waters of Hudson River. Letters Patent issued 2015

5. **Project History:**
   Date of DEIS Submission: February 23, 2010
   Dates of Revised DEIS Submissions: May 14, 2010 and June 17, 2010
   Date of DEIS Acceptance: June 21, 2010
   Date of Public Hearing: July 28, 2010
   Close of DEIS Comment Period: August 9, 2010
   Date of FEIS Submission: June 15, 2011
   Dates of Revised FEIS Submissions: December 29, 2011 and March 9, 2012
   Date of FEIS Acceptance: March 19, 2012
   Date of Findings Statement adopted by City Common Council: May 9, 2012
   Date of Town Planning Board recommendation for adoption of WHOD zoning amendment to the Town Board: September 18, 2014
   Date of Town Board resolution to Deny zone change: November 16, 2016
   Date of Revised application for zone change to the Town Board: March 2019
   Date of Town Planning Board recommendation for adoption of the WHOD zoning Amendment to the Town Board: May 16, 2019
   Date of Town Board WHOD Zoning Amendment: January 8, 2020
   Date of Application to the Planning Board for Site Plan Approval: July 2020.

6. **Existing Uses:** The Site (the Project Site and the State Land) was in industrial use from the mid-1800s until 1995. Prior to 1913, the site was an iron works and a glass works. Several kilns were associated with the glass works and kiln ash and slag were reportedly used as fill material on the site. The site was subsequently used for lumber processing activities. Pressure treatment of lumber with chromated copper arsenate is reported to have begun in 1966 by the A.C. Dutton Lumber Corporation and to have continued until 1995, when on-site industrial operations ceased. The site has been investigated; accepted into the New York Department of Environmental Conservation (NYSDEC or DEC) Brownfields Clean-up Program; and the entire site, in the City and Town, has been remediated in accordance with NYSDEC requirements. Certificates of Completion for the Brownfields clean-up have been issued by the NYSDEC for the Project Site and greenway trail parcels, which are attached to the applicant's SEQRA Project Assessment in Attachment B. Site Remediation Notes are included in the recently submitted plan set, last revised on April 26, 2021, which memorialize the terms and requirements of the New York State issued Certificate of Completion (COC).

7. **Project Revisions:** As initially proposed in the DEIS, the project consisted of 586 residential apartments in three 5-story buildings. Over the course of the ensuing years, the project evolved into a City development of 300 apartments in 8 buildings and 13,800 square feet of commercial space on the first floor of one of the eight buildings.

   The initial design for the Town portion was for one building with four stories and 190 units. After the initial Findings made by the City, the applicant revised the Town plan based upon suggestions and discussions with Town officials and its Director of Development. The subsequent submission consisted of 7 buildings with 4 stories and 84 units in a variety of unit designs including flats and townhouses. The proposed current design is for 2 buildings with 4 stories and with 42 flats in each building and a 4,000 SF commercial building. The remaining land will be used for surface parking, open space, and amenity areas. Details of the site plan revisions are further described in the section below about Land Use and Zoning and throughout the

submitted Project Assessment. The other proposed improvements for the overall project, such as those on Dutchess Avenue and North Water Street and the greenway trail, remain the same.

8. **Summary of Project Components:** The Project Site was an abandoned industrial site located next to the Hudson River. The applicant remediated the brownfields, is developing the City portion of the project and has obtained a change of zone from the Town Board to permit it to develop the Town portion in accordance with the proposed plan submitted to the Planning Board in July 2020.

   Access to the Project Site will be from Dutchess Avenue and North Water Street at three locations. Internal circulation will be via a loop road. Additionally, public access to the greenway trail development will be from Dutchess Avenue and internal access from the development through stairways and ramps.

   Utilities will be provided by connection to the joint City/Town water and wastewater disposal systems. Stormwater will be managed in accordance with the requirements of the most recent *New York State Stormwater Management Design Manual*. The Project will be developed, owned, and managed by The O'Neill Group – Dutton, LLC.

9. **Facts and Conclusions in the EIS; and Project Assessment Relied Upon to Support the Decision**
   The sections below set forth the potential environmental issues of concern and how the current Project proposal and design mitigates potential environmental impacts to the extent practicable. The discussion below follows the format of the Town of Poughkeepsie Town Board Resolution of SEQRA Findings to amend the zoning to the WHOD of January 8, 2020; the Town of Poughkeepsie Town Board resolution of SEQRA Findings to deny WHOD designation of November 16, 2016; and the SEQRA Findings Statement issued by the City of Poughkeepsie Common Council, as Lead Agency, which resulted in the Resolution of Approval dated May 9, 2012. The submitted Project Assessment, conceptual site plan, and other figures and attachments, reviewed per the three above-noted SEQRA Findings, form a basis for the Planning Board to assess the current Project and the applicant's request for site plan approval and subsequent Project development.

   a. Environmental Impacts and Mitigating Measures

      i. Land Use and Zoning

      The proposed site development is consistent with the recommendations of the Poughkeepsie Town Plan, particularly the recommendation that a mix of commercial, recreational, and residential uses be encouraged along the waterfront. The adopted WHOD zoning and site redevelopment would locate housing near transit, pedestrian, and recreational amenities.

      The City of Poughkeepsie's Waterfront Advisory Committee (WAC) reviewed the project on September 15, 2010, at which time they found the project was not consistent with the City's Local Waterfront Revitalization Plan (LWRP). The WAC then reviewed the revised project on November 30, 2011. Although a quorum was not present at that meeting, the WAC informally found that the revised project was consistent with the City's LWRP. The City Council had considered the comments of the WAC and the

analyses of LWRP consistency in the DEIS and FEIS and found that the project is consistent with the LWRP.

As noted above in the list of approvals, a Determination of Consistency with the Town's LWRP was adopted by the Town Board. The Town Planning Board's LWRP Determination of Consistency is pending. However, the completed site remediation and proposed mixed-use site redevelopment are consistent with LWRP Development Policies related to redevelopment of deteriorated waterfront sites, specifically the "Dutton Lumber site." The Project Site is near transit, recreational and cultural facilities and preserves and improves open space; and creates homes near leisure activities and reasonable proximity to places of work, which aspects are noted in the LWRP policies. The completed site remediation process resulted in the creation of a development site above the floodplain elevation consistent with LWRP policies related to flooding and erosion. The project DEIS and FEIS addressed conformity with City, Town, and State coastal policies as well as the Town's LWRP. Specifically, DEIS Table III.A-4 reviews the project's applicability of or compliance with each of the City's and Town's LWRP policies, which is the basis of an LWRP consistency review. Waterfront Consistency Review, as set forth in the Code of the Town of Poughkeepsie, Chapter 205, requires consistency determinations by reviewing agencies as per the policy standards in section 205-6, which includes a list of the applicable Town LWRP policies. These individual policies have been examined during DEIS and FEIS review, and the formal consistency review likely would utilize DEIS Table III.A-4 or an update thereof. Based upon these facts, it is anticipated that the Planning Board will conclude that the Project is consistent with the Town's LWRP.

As described above, on November 16, 2016 the Town Board denied the rezoning to WHOD by resolution 11:16 - #12 of 2016. The resolution identified six (6) specific reasons why the proposed zoning amendment was not in the best interest of the Town, which reasons are summarized below:

#1 The proposed project is not consistent with the purposes of the WHOD.
#2 The proposed density of 84 residential units is too high for the amount of land available.
#3 The proposed project is devoid of any on-site recreational amenities for residents.
#4 The project lacks sufficient parking for residents and visitors.
#5 The proposed driveway aisle width of 24 feet is too narrow.
#6 The project layout does not provide sufficient room for snow storage.

The submitted SEQRA PA includes an updated Impact Comparison Table (Table 2), which quantifies changes made in the 2021 site plan submission; 2019 conceptual site plan; and the previous 2014 conceptual site plan. The revisions to the conceptual site plan, to create the 2021 site plan, result in a proposed development with total building square footage reduced to 110,024 square feet (SF) from 182,700 SF in the 2014 plan, the addition of 4,000 SF of commercial space. The PA and plans also present an increase in "Usable Open Space" from 34,550 SF or 0.8 acres previously proposed in the 2014 concept plan to 40,355 SF or 0.93 acres in the 2021 site plan. According to the PA and plans, the 0.93 acres of "Usable Open Space" consists of park area of 35,720 SF, a commercial patio of 1,135 SF, and a rooftop terrace of 3,500 SF. However, in Town of

Poughkeepsie Code Chapter 210. Zoning, section 210-9. Definitions: the "Usable Open Space" definition refers to "… an unenclosed portion of the ground … free of structures …" which would exclude a rooftop area of commercial building. Therefore, the 3,500 SF proposed for the rooftop deck atop the commercial building is removed from the total submitted resulting in 36,855 SF of usable open space.

While the number of dwelling units, 84, remains the same as previously proposed, these units and associated amenities are provided within less total square footage, as noted above, and total building footprint area is reduced from 38,008 SF in the 2014 concept plan to 31,506 SF in the 2021 site plan. The on-site common recreation area has been increased from 4,000 SF to 11,707 SF, which includes a 4,807 SF "Outdoor Amenity Area," two 1,700 SF 4th floor terrace recreation areas, and the 3,500 SF rooftop terrace.

The currently proposed site plan identifies sufficient parking, proposing 143 spaces for residents, based upon 1.25 spaces per bedroom. An additional 16 spaces are provided for the proposed commercial space, compliant with zoning requirements. A total of 156 spaces are required by the Code and 159 spaces are provided. As shown in the current 2021 site plan, the drive aisles are 26 feet (26') wide, increased from the previously proposed 24' width in response to the Town Board's prior Findings to deny. The plans demonstrate the ability to accommodate ± 15,000 SF of snow storage within the Town limits. In the event of a significant snow storm, snow is to be removed from the site within 48 hours. A note has been placed on the site plan stating such.

The prior and currently submitted SEQRA Project Assessment (PA) provides the text of the Town Board's resolution to deny (11:16 - #12 of 2016) in "*italics"* followed by a discussion of how the Project has been modified to address the land use and zoning concerns of the Board. Review of the 2019 conceptual plan and the current 2021 site plan results in the more accurate land development values presented above. Since the 2019 conceptual site plan and corresponding PA were found by the Town Board to address the concerns raised in the Town Board's 2016 denial, the Town Board adopted SEQR Findings and amended the zoning to the WHOD on January 8, 2020. The current 2021 site plan application, plans, PA, and other submitted materials were reviewed with due consideration of: the 2019 concept plan, PA, and Town Board findings to adopt the WHOD zoning, the specific requirements and standards in zoning for site plan approval, and the WHOD. The 2021 site plan submission provides more detail about the proposed development thereby resulting in the conclusion that the proposal is consistent with the prior SEQR findings and current zoning. Many of the land development values for the currently proposed site plan are either improved from or the same as those presented in the 2019 concept plan. However, excerpts of the PA text are inserted below, which elaborate on how the revised Project is more responsive to the purposes of the WHOD:

(1) The proposed project is not consistent with the purposes of the WHOD.

Pursuant to section 210-21.1(A) of the Town Code the WHOD " overlay district is to encourage the provision of mixed uses along the Hudson River waterfront of the Town of Poughkeepsie . …" The applicant has not provided to the Board a revised layout depicting a viable commercial mix integrated into the project. To obtain favorable recognition by the Town Board the project would need to incorporate

neighborhood scale commercial development including shops and services that would be available to residents of the project as well as visitors to the waterfront. The Dutton Project, as proposed, consists solely of residential units without any commercial development and is therefore inconsistent with the WHOD.

The currently proposed plan provides a 1-story stand-alone building with 4,000 SF of commercial space. This space could support a variety of potential uses that would be available to residents of the Project as well as visitors to the waterfront. The proposed Site Plan provides a viable residential - commercial mix consistent with the purposes of the WHOD.

(2) The proposed density of 84 residential units is too high for the amount of land available.

Pursuant to section 210-21.l(C)(5) the maximum residential density is 28 units per acre "as determined by the Town Board." While the proposed project takes numeric advantage of the maximum potential development density, it does so by providing impervious building, parking spaces, and driveway aisles in lieu of usable green spaces and common areas for residents and visitors. While the layout for the project depicts landscaped areas that meet the minimum set forth in the code in most cases these areas are nothing more than narrow strips of land a few feet wide containing grass and some trees and shrubs. None of these areas would be established for, or suitable for, residents to sit and gather. To obtain favorable recognition by the Town Board the project would need to incorporate areas of "Usable Open Space" as that term is defined in the zoning law….

In order to obtain Town Board recognition the amount of Usable Open Space would need to be 10% to 35% of the total square footage of the site following the examples of other overlay districts as set forth in the Chapter 210 of the Town Code. The lack of any outdoor areas proposed as green spaces and common areas (i.e. Usable Open Space) indicates that the overall residential density is too high for the site and must be reduced in order to provide a quality living environment for residents.

Modifying the layout and reducing the number of residential buildings from seven to two allowed for the provision of “Usable Open Space” for the future residents of the Town property. Open space is provided in several areas. As indicated on the plans, an outdoor amenity area is provided between the residential buildings and will include barbeque and kitchen facilities, a fire-pit and pergola. Terraces will be provided on the fourth floor in both residential buildings with outdoor seating and tables and outdoor TV for gatherings and passive recreation. These terraces will provide unobstructed views of the Hudson River. Adjacent to the terraces on the fourth floor will be a community room with a wet bar, game table and seating areas. The commercial building will have a roof-top terrace available for residents and the public. This terrace also will provide views of the River. Residents in the Town portion of the development will have full access to the recreational facilities on the City portion, including three pools, outdoor recreational, cooking and seating areas, and pergolas, consisting of more than one acre of open space (51,993 SF). In addition, residents will

have full access to the new public waterfront park and walkway (approximately 3 acres, of which 0.8 acres is in the Town), a unique and attractive amenity.

(3) The proposed project is devoid of any on-site recreational amenities for residents.

Although a determination as to provision of on-site recreation space is typically the purview of the Planning Board pursuant to Town Law §274-a(6), the Town Board through its sole discretion to approve, modify, or deny an application for a WHOD zoning amendment, has determined that the unique siting of the project on the banks of the Hudson River compelled the inclusion of on-site recreation as part of the proposed plan. While the Town Board may otherwise leave the specific type and location of recreation facilities to a determination by the Planning Board during site plan review, the Town Board has determined that some level of recreational facilities should be incorporated into the project design, and that such facilities cannot merely be a walking path. Further the Town Board has determined that the applicant's proposed improvement of the waterfront lot adjacent to the Dutton Project site that would be available to the general public is not a substitute for providing on-site recreational amenities for residents of the proposed development.

On-site common areas or recreation space will be provided on the Town property. These areas include: an outdoor recreation area with cooking facilities, common fourth-floor terraces with community rooms in both residential buildings, and a roof-top terrace on the commercial building. Residents in the Town portion of the development will have full access to the recreational facilities on the City portion consisting of more than one acre of open space (51,993 SF) and recreational facilities. In addition, residents will have full access to the new public riverfront park.

(4) The project lacks sufficient parking for residents and visitors.

Pursuant to section 210-2l.l(C)(5) the "Minimum parking shall be provided at a ratio of 1.5 spaces per dwelling unit or such other ratio as may be approved by the Town Board". While the project appears to meet the minimum parking standard on a per unit basis, the Town Board has determined that parking should be provided on a per bedroom basis in order to ensure sufficient parking for the project….The Town Board has determined that a parking rate of 1.25 spaces per bedroom would be appropriate in order to ensure sufficient parking not only for residents but for guests as well.

The proposed plan provides for the parking requested by the Town Board and consistent with the Zoning Code. As indicated on the plans, 140 spaces are provided for future Town residents, based upon the 1.25 spaces per bedroom. An additional 16 spaces are provided for the proposed commercial space, compliant with existing zoning requirements. A total of 156 spaces are required by the Code and 159 spaces are provided.

(5) The proposed driveway aisle width of 24 feet is too narrow.

As depicted on the proposed project layout several of the driveways providing access to the residential units are shown at 24 feet in width. Pursuant to section 210-92(H) of the Town Code a typical driveway width for this type of project would be 26 feet in order to provide sufficient backup and maneuver room between curbs and between opposing on- street parking spaces. The reason for the reduced aisle width appears related to the high density of the proposed project- in other words in order to squeeze the proposed 84 units onto the site aisle widths needed to be reduced. The Town Board has determined that the driveway aisle widths for the project should meet the standard of 26 feet as set forth in the zoning code, and that said standard is the minimum necessary to ensure access for emergency vehicles and public safety for the Dutton Project.

The main access driveways connecting the Town property to the City property are now shown at 26 feet in width, as these driveways will have the most traffic. The internal driveway aisles between parking areas are proposed as 24 feet in width. The applicant has completed a truck turning radius analysis to show that an aerial fire truck can access all areas of the Town development with the proposed driveway and aisle width. The details of the driveway and parking aisle layout have been further reviewed by the Planning Board and staff during the Site Plan review process.

(6) The project layout does not provide sufficient room for snow storage.

The lack of sufficient snow storage combined with the insufficient parking and restrictive driveway aisle widths indicate that during a winter in which snow fall is heavy that movement on the site by residents, visitors, delivery vehicles, and emergency vehicles would set up conditions that would endanger resident health, safety and welfare….

Snow storage areas are depicted in the 2021 plans, demonstrating ±15,000 SF of snow storage. In the event of a significant snow storm, snow is to be removed from the site within 48 hours. A note has been added to the 2021 site plan stating such.

ii. <u>Topography and Slope</u>

Site elevations range from a low point of approximately two feet above mean sea level near the Hudson River to a high point of 52 feet on the eastern side of the Site near North Water Street. Approximately 94% of the Site is level, with slopes in the 0-15% range. Approximately 5% of the Site has slopes in the range of 15-25% and 1.5% has slopes greater than 25%. The proposed finished floor elevation (FFE) of Building I is 15’; the FFE of Building J is 14’, and the FFE of the commercial building is 12’. The FFE of the amenity area is 14’+

Fill was imported to raise the Project Site from an existing average elevation of six feet above mean sea level to an average elevation of 11 feet or greater. Raising the Project Site in this manner elevated development out of the 100-year

floodplain and provided a "cap" on the remediated Brownfield. The completed Brownfield remediation has brought the site to the approximate proposed grades. A Federal Emergency Management Agency (FEMA) Letter of Map Revision Based on Fill (LOMR-F) map amendment was issued by FEMA in July 2020 indicating that no part of the development area is below the Base Flood Elevation (BFE) of 8' (refer to PA Attachment I). All development area, including the roads, are at least one foot above BFE.

A Stormwater Pollution Prevention Plan (SWPPP), including standard soil and erosion control measures meeting the requirements of the New York State Department of Environmental Conservation (NYSDEC), is already in place on the Project Site. In other words, NYSDEC State Pollution Discharge Elimination System (SPDES) permit coverage is active on the site. No additional mitigation measures are required or proposed.

SWPPP inspections and reports are performed and issued by the engineer retained for compliance with SWPPP for the current construction on the City portion. Similar action will occur for the Town portion of the site under the supervision of the Town Engineer.

iii. Soils and Geology

Soils on the Project Site are mostly classified as udorthents, which are disturbed soils resulting from fill activities. Based on soil borings, the fill has an average depth of eight feet below the surface. A small area of undisturbed Dutchess-Cardigan Urban land complex soils is found on the eastern side of the Project Site.

Bedrock consists of greywacke, shale and Pelitic rock formations. Bedrock is at the surface and shallow across the eastern boundary of the Site and deepens rapidly toward the River, approaching depths of 30-50 feet.

The site successfully completed the approved actions under a Brownfields Clean-up Agreement and has received a COC indicating compliance with NYSDEC requirements on the entire site, including the City, Town, and riverfront park, including the greenway trail. Specifically, NYSDEC issued a Certificate of Completion pursuant to Article 27, Title 14 of the New York State Environmental Conservation Law (ECL) to The O'Neill Group-Dutton, LLC for a parcel of approximately 11.84 acres located at 1 Dutchess Avenue in the City and Town of Poughkeepsie, Dutchess County including the Town and City Parcels making up the riverfront park in December, 2016 (refer to PA Attachment B). The remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses (actual site use is subject to local zoning requirements): Restricted Residential Use, as set forth in 6 NYCR R 375-1.8 (g) (2) ii, Commercial Use, as set forth in 6 NYCRR 375-1.8(g)(2)iii. Industrial Use, as set forth in 6 NYCRR 375-1.8(g)(2)(iv). Restricted Residential Use is a land use category which is considered for uses where there is common ownership or a managing entity for a site for which there are related restrictions. Restrictions for this land use category prohibit any vegetable gardens with possible community gardens. Restricted residential use permits public, active recreational uses.

Liability limitation was granted as a part of the COC. A similar liability limitation was provided for the riverfront park parcel when it received a COC for completion of the remediation in 2016. An Environmental easement was recorded with the Dutchess County Clerk indicating that the property is part of the Brownfield Clean-up Program. Additional conditions of the COC, which have been satisfactorily completed, include filing of an annual Site Management Periodic Review Report (SMPRR), annual reports to the New York State Division of Taxation, and compliance with the Site Management Plan (SMP).

The SMP provides for management of the site post-COC. It details certain actions and requirements to ensure public safety and confirmation by the State of compliance with the COC. The SMP includes information on the Engineering and Institutional controls (EC/IC) relating to this site. These include annual SMPRR, groundwater monitoring wells, restrictions on use of groundwater and vegetable gardening, and an Excavation Safety Plan (ESP). The ESP provides details on excavation and handling of soils. These include removal of any soils below the demarcation layer during construction, replacement of any soils with certified clean fill, replacement of the demarcation layer and soil cap.

The current 2021 site plan set includes specific site remediation notes on plan sheet G-102. Accordingly, prior site contamination was mitigated by site remediation, which has been completed and is in place as described above, so except for compliance with site management and reporting, no additional mitigation is required.

As described above, a SWPPP, including standard soil and erosion control measures meeting the requirements of the NYSDEC are already in place on the Project Site. In other words, NYSDEC SPDES permit coverage is active on the site. No additional mitigation measures are required or proposed.

SWPPP inspections and reports are performed and issued by the engineer retained for compliance with SWPPP for the current construction on the City portion. Similar action will occur for the Town portion of the site under the supervision of the Town Engineer.

iv. Hydrogeology

Depth to groundwater was obtained from five temporary monitoring wells installed on the Site. Depth to groundwater in areas of fill is at approximately the elevation of the Hudson River, generally four to six feet below the top of the fill layer. Groundwater level data is not available for the undisturbed parts of the Site.

Low level exceedances of the groundwater standard for arsenic have been documented for portions of the Site. Low level exceedances of the groundwater standard for three semi-volatile organic compounds were also documented during a 2007 groundwater sampling event. These are a direct result of prior activities at the Site before the applicant acquired the property.

As described above, the site successfully completed the approved actions under a Brownfields Clean-up Agreement and has received a COC indicating compliance with NYSDEC requirements on the entire site, including the City, Town, and riverfront park,

including the greenway trail. Accordingly, the site Brownfields remediation activity has been completed and will positively impact groundwater quality by the removal of contaminated soil which was the source of the groundwater contamination. As a result of the Project, there will be an increase in pervious area over the former conditions at the Site, which will promote groundwater recharge. After the contaminated soil was removed, the Site was capped with clean fill. Development on the Site will be supplied with potable water from a municipal source. Wastewater will be disposed of in a municipal treatment system. No significant impact to or from groundwater resources is therefore anticipated and no mitigation beyond completion of the NYSDEC approved remediation plan is required.

v. Surface Water and Stormwater Management

Water resources on or near the Site are limited to the Hudson River just to the west of the Site adjoining the parcel of State-owned land, and Kidney Creek, which is conveyed east to west underground through the Site through an existing culvert at approximately the City/Town boundary line. The Hudson River is classified as a Class A stream by the NYSDEC. The Kidney Creek does not appear on the DEC Environmental Resource Mapper, and therefore is not classified. There are no ponds, wetlands, or other water resources on the Site.

Most of the site is located within the 100- and 500-year floodplains of the Hudson River. The 100-year floodplain has a base flood elevation of eight feet. The 500-year floodplain has a flood elevation of 9.7 feet.

The site has been raised by soil import during the Brownfield Remediation process. Following the remediation, the property is at an average elevation of 11 feet above sea level. The development is above the floodplain elevation. . The proposed finished floor elevation (FFE) of Building I is 15'; the FFE of Building J is 14', and the FFE of the commercial building is 12'. The FFE of the amenity area is 14'+.

As described above, a FEMA LOMR-F map amendment was issued by FEMA in July 2020 indicating that no part of the development area is below the Base Flood Elevation (BFE) of 8' (refer to PA Attachment I). All development area, including the roads, are at least one foot above BFE. Thomas Wiacek, the Town of Poughkeepsie Floodplain Administrator, signed the LOMR-F application prepared by the developer acknowledging the elimination of flood hazard due to the fill placement and raising the elevation above flood plain. Mr. Wiacek has determined that no Floodplain development permit is necessary as the property is no longer in the floodplain. The applicant already has received all necessary permits for the City development. The finished floor elevations of the structures will be raised so that they are not within the 100-year flood zone.

The Kidney Creek culvert has been replaced, along with the pipe running to it from North Water Street to the culvert by the River. The replacement pipe and culvert are currently performing according to plans.

The Hudson River shoreline was stabilized as part of the Brownfield remediation. Rip rap was installed along the entire shoreline, including land in the City and in the Town. A Nationwide Permit was issued by the United States Army Corps of Engineers (ACOE) for the work, and it was completed and accepted. A one hundred foot (100') offset to the high water line of the Hudson River is shown on site plan sheet C-103. Calculation of the areas of disturbance within the high water line are also provided on the above-referenced plan.

Stormwater currently drains across the Site to the Hudson River and will continue to do so after completion of the Project. Construction of the Project will involve disturbance of more than one acre and so permit coverage was obtained under the State Pollution Discharge Elimination System (SPDES) via compliance with the NY General Permit for Stormwater Discharges from Construction Activity. As described above, a SWPPP, including standard soil and erosion control measures meeting the requirements of the NYSDEC are already in place on the Project Site. In other words, NYSDEC SPDES permit coverage is active on the site. No additional mitigation measures are required or proposed. SWPPP inspections and reports are performed and issued for compliance with the SWPPP under the supervision of the Town Engineer.

The reduction in impervious area and the implementation of stormwater controls is expected to lead to a reduction in pollutant load to the Hudson River from the Site. Except for ongoing SWPPP compliance, no additional mitigation measures are required or proposed.

vi. <u>Flora and Fauna</u>

Site remediation has been completed. A landscaping plan has been provided as part of the 2021 site plan submission. According to sheet C105 in this submission and based on a view of the site in May 2021, landscaping remains to be completed in the Town of Poughkeepsie portion of the riverfront park. Though some landscaping has been placed to date (trees and mulch), a number of plantings remain to be placed. Until the landscaping is complete, the Town would not issue any certificate of occupancy for the park. This is standard for any development project in the Town.

The subject property is an abandoned industrial site characterized by urban successional plant communities where there was no pavement or buildings. No significant plant communities were identified on the Site, nor were there any endangered, threatened, or rare species.

Similarly, field surveys did not reveal the presence of any significant animal habitats or evidence of endangered, threatened, or rare fauna on the Site. Animal use of the Site was characterized by common urban species.

No submerged aquatic vegetation species were reported to occur on the adjoining parcel of State land by the New York Natural Heritage Program (NYNHP).

Because no significant habitats or species occur on the site, the loss of any existing flora and fauna was not considered to be a significant impact. The new landscaping is likely to

be used by urban or migrant species, especially along the waterfront. No additional mitigation measures are required or proposed.

vii. Traffic and Transportation

The offsite traffic plan and improvements have been adapted from the original plan. The number of units for the entire property has been reduced to 300 units in the City and 84 units in the Town from the originally proposed 584 units. All entry points to the development are from City of Poughkeepsie public streets. Internal driveways within the City portion of the development are being installed. The internal driveways within the Town portion will be reviewed and approved by the Planning Board during the Site Plan approval process.

The Site will be served regionally via U.S. Route 9 and U.S. Route 44 and NYS Route 55. Other key roadways serving the Site include Hoffman Street, Kittredge Place, Albany Street, Main Street, Delafield Street and North Water Street.

Access to the Project Site will be provided via two entrances on Dutchess Avenue and one entrance on North Water Street. All roads within the Project Site will be privately owned and maintained. Internal circulation will occur via a loop road. The City of Poughkeepsie Fire Chief found that the proposed site plan provided adequate maneuverability and circulation for emergency vehicles, noting that having an access point at the north end of the site would enable even better emergency response. The applicant has provided for a potential future connection to the property to the north in order to accommodate this request. Fairview Fire District has acknowledged that this desired connection should not slow this plan review, but remain an active pursuit for the Town. Fairview Fire District has acknowledged that their district will serve this waterfront development and has adequate capacity to do so.

The Site Plan provides space for a possible future emergency access between the Project and the adjoining Vassar property, however a physical connection will not be made unless there is an agreement between Vassar and the applicant, acceptable to the City and Fairview Fire District, assuring access by emergency vehicles through the Vassar property to the Project Site, and through the Project Site to the Vassar property. A connection between the properties is desirable but is not presently necessary for emergency services, as the City and Fairview Fire Chief have determined the access as proposed is acceptable for emergency services. The Planning Board has reviewed emergency access provisions as part of the site plan review process.

The Lead Agency and the applicant jointly investigated the feasibility of providing new direct access from the Site to the US Route 9. However, the New York State Department of Transportation (DOT) advised that such an access is not warranted nor permissible. The applicant conducted a detailed traffic study of the surrounding roadway network. The study also included an assessment of accident data, sight distances and pedestrian access. The study was reviewed by consultants for both the City and the Town and was revised several times during the process. The study assumed a 2015 design year and a background growth rate of 1% per year. The study also took into account potential traffic from recently approved or soon-to-be-approved projects, such as the Hudson Heritage Project.

The study did not take into account potential traffic on Water Street from the Walkway Over the Hudson elevator because such traffic will not coincide with the peak hours of traffic generation from the proposed Project.

The traffic study encompassed 15 intersections in the immediate and near vicinity of the Project Site. The study found that most intersections will continue to operate at acceptable levels of service after Project completion.

New sidewalk is being installed along the south side of Dutchess Avenue in addition to new shade tree plantings along the street, sidewalks along North Water street to the Fallkill Bridge are also installed.

The applicant has provided a memorandum from Maser Consulting, dated 03/02/2021, describing the previously considered pavement marking improvements at the intersection of Fairview Avenue & Cedar Street which have been implemented since the time of the report. It was reported that the intersection is functioning appropriately based on current and projected traffic volumes.

The traffic study and subsequent review made the following recommendations which have been, or will be, implemented (***PA updates are provided in bold, italicized text***):

- Resurface and provide sidewalk improvements and pavement markings on North Water Street from the Children's Museum to Dutchess Avenue. ***Completed by others***
- Reconstruct Dutchess Avenue, including new sidewalks and street trees. ***Completed during Phase One (City portion)***
- Add pavement markings at the Hoffman Street/Albany Street intersection. ***Completed by others***
- Traffic signal actuation and controller replacement, signal timing adjustments, pavement markings and signing at the Hoffman Street/Delafield Street intersection. ***Completed by City***
- Pavement markings at the Main Street/Rinaldi Boulevard intersection. ***Under review due to future development in area***
- Signal timing adjustments and pavement markings at the Fairview Avenue/Cedar Street intersection. ***Pavement markings are installed. Based on March 2, 2021 correspondence and discussion between the applicants traffic engineer, Phillip Grealey, PE, of Maser Consulting and the Planning Board's consultant, Marc Petroro, PE, the Board's consultant, the intersection operates at a level of service B.***
- Potential installation of speed tables on Hoffman Street, Albany Street and Water Street. ***Not required at time of issuance of Certificate of Occupancy for the initial phase of development and no longer requested by the City for these City Streets.***

Improvements to North Water Street and Dutchess Avenue were coordinated with improvements carried out as a result of the Hoffman Street Bridge relocation and completed prior to the rededication of the bridge.

Residential and commercial parking will be constructed in compliance with Town Code requirements and building code requirements for accessible parking.

The riverfront park, a 1,400' linear, three-acre public park has been completed by the applicant, including a paved walkway, landscaping, and access from Dutchess Avenue and within the development with stairways and accessible ramps. The land ownership was transferred from the State Office of General Services via letters Patent to limited liability companies with common ownership to the applicant. There are 0.82 acres within the Town and 2.2 acres within the City. It is anticipated that the City of Poughkeepsie will take ownership of the parcel of riverfront park located in the Town. Until that time, the property owner will continue to own, operate, and maintain this parcel.

Construction traffic will result in short-term, adverse impacts to surrounding roadways and residents. This is an unavoidable adverse impact of the Project; and will be mitigated to some degree by the fact that it will be temporary.

Specific site plan aspects, including but not limited to design, layout, and vehicle and pedestrian access and circulation, including driveways, have been reviewed by the Town Planning Board as part of the site plan review process. No additional mitigation is required or proposed.

viii. Air Resources

The DEIS included an analysis of impacts to air resources from traffic and Project operations. The analysis found that emissions from the Project will not result in an adverse impact to air resources.

Impacts to air resources will occur from soil disturbance during construction. Mitigation measures include:

- Grading and graveling of all roadways along with periodic regrading, compacting and replacement of gravel as needed;
- Daily watering of the roadways as needed;
- Maintenance of a maximum on-site speed limit of 15 mph; and
- Adherence to the soil erosion control plan.

As described above, a SWPPP, including standard soil and erosion control measures meeting the requirements of the NYSDEC are already in place on the Project Site. In other words, NYSDEC SPDES permit coverage is active on the site. No additional mitigation measures are required or proposed.

ix. Cultural Resources

The applicant completed a Phase 1 literature review and archaeology assessment for the Project. The assessment determined that, based upon the significant development and disturbance of the Site, cultural resources are unlikely to be found on the Site. The OPRHP concurred with the conclusions of the report and determined that no additional cultural resource investigations are warranted, and further concluded that the Project will have No Impact on historic or archaeological resources.

x. Visual Character

The proposed development in the Town will have two four-story residential buildings and one single-story commercial buildings for a total of three (3) buildings. This contrasts with the former design (2014) which had seven (7) four-story residential buildings. As indicated in PA Table 2, Impact Comparison Table, the original total building footprint area was 38,008 SF and the current total building footprint is 31,506 SF, a reduction of 6,502 SF or approximately 17 percent. The reduction in the number of buildings opens up the Town property with less building massing. The proposed Town residential buildings will be similar to buildings being constructed within the City providing a harmonious visual effect for the development.

The modified site plan provides for greater views of the Hudson River for future residents of the development. In the previous plan, two four-story buildings were parallel to the riverfront, each 160 feet in length with a 60-foot space between buildings. These buildings were approximately 50 feet from the riverfront park land. In the former plan, residents of the five eastern-most buildings had limited views of the River. In the current plan, one residential building (northern) is perpendicular to the River and the second (southern) is parallel to the River but set back more than 300 feet riverfront park land as shown in PA Figure 3, Site Plan and Figure 4, Building Elevations. The northern residential building is set back approximately 60 feet from the riverfront park land. This design provides for direct views of the River for most of the residential units.

In addition, each residential building will have an outdoor terrace with adjacent indoor community room with wet bar, seating, and game tables on the fourth floor. The northern building has a terrace facing directly west, while the southern building has a terrace at its northern end with views to the north and west. These two open terraces, approximately 1,700 SF in size above the third floor, will provide residents with common space to enjoy unimpeded views of the River from the fourth-floor elevation (see PA Figure 4 – Building Elevations).

The proposed commercial building is one story and will have unimpeded views of the River. Placing this one-story building approximately 55 feet from the waterfront parkland will reduce the visual impact of the development, allowing more open views into the development from pedestrians at the riverfront. The commercial building will include a 3,500 SF roof-top terrace available to both residents and the public.

The Project Site is located adjacent to the Hudson River and is visible from many surrounding viewpoints on both sides of the River. The Site is directly adjacent to the Esopus-Lloyd Statewide Scenic Area of Significance (SASS) and the Estate District SASS. In addition to the Hudson River, scenic areas, or landmarks in the vicinity of the Site include the Walkway Over the Hudson, Marist College and boathouse, Vassar boathouse, Quiet Cove Park, Waryas Park, and the Mid-Hudson Bridge. Visual Character, including a visual impact analysis are discussed in the DEIS, in volume 1, section III.K, which includes text and maps about the viewpoint areas mentioned above.

The revised Project plan will have fewer visual impacts than the original plan because of the reduced number of buildings; reduced total building footprint area; and because the

buildings have been reoriented and set further back from the edge of the Hudson River. The current building layout will be unlikely to block views of the Hudson River from residential neighborhoods to the east as was the case with the original plan. Accordingly, the revised plan has less visual impact than the original plan.

The applicant has revised the architectural character of the proposed buildings in the Town making them similar to the style and architecture used for the City portion of the project. The façade treatment of the proposed buildings is stone, brick, and hardy plank. The Town Planning Board is reviewing the architectural character of the proposed buildings as part of its site plan review. The Planning Board has also reviewed the applicant's lighting plan to ensure that nighttime lighting impacts are minimized.

Since the proposed buildings will be similar in design and architecture to buildings under construction in the City, this approach will create a community with harmonious architectural character.

xi. Demographics

The Project is anticipated to appeal to younger, working, professionals in addition to the retired demographic. It is anticipated that residents will have median household incomes equal to or higher than those in the area. No adverse impacts to demographics are anticipated.

Per the Town Board's findings, dated December 19, 2021, pre-leasing for the buildings nearing completion within the City confirms that the development appeals to younger professionals and "empty nesters" who wish to remain in the Poughkeepsie area and are drawn to the proximity to the train station, the location on the Hudson River, the luxury design and quality of the interiors and amenities of the development.

xii. Fiscal Conditions

The applicant has agreed to pay taxes to the Town at a rate it would pay if standard assessments apply in accordance with Code Chapter 210, Zoning, section 210-21.1 B.(5). The development's effect on jobs and fiscal impacts during construction and once occupied will be similar to those described in the DEIS, FEIS and original Findings Statement.

Per the Town Board's findings, dated December 19, 2021, a fiscal impact analysis was included in the DEIS. The analysis found that the project would have positive fiscal impacts to all taxing jurisdictions. It is anticipated that the downsized project presented in the FEIS still will result in positive fiscal impacts.

The Project will generate construction and operations employment, thus resulting in positive impacts.

xiii. Community Facilities and Services

The Project-related impacts to community resources are unchanged from the Findings from 2012. The demographics for the ultimate residents are similar to that described in the original Findings: young professionals, and "empty nesters." The demographics are borne out by the current tenants about to occupy the City portion of the development.

The Project Site is served by the Hyde Park Central School District. The school district has capacity for additional children generated by the Project.

The Project is not expected to have significant impacts to police, fire, emergency, solid waste, or recreation services.

The applicant has constructed the riverfront park, including the greenway trail which is substantially completed. Two pools, a clubhouse and outdoor cooking areas are also available for all the development residents, including those in the Town. A second outdoor area with seating and cooking facilities is located with the Town portion of the site.

xiv. Greenhouse Gas Emissions

The Project will result in the emission of greenhouse gases. To mitigate this impact, the applicant proposes to incorporate energy-saving measures into the design and construction of the buildings. Additionally, electric vehicle (EV) charging stations are proposed.

10. Alternatives

The conceptual plan presented, reviewed, and accepted by the Town Board, and the 2021 proposed site plan presented, reviewed, and accepted by the Planning Board, were developed to be consistent with revisions suggested by Town staff and consultants; respond to comments of the Town Board Resolution of denial of the zone change in 2016; and respond to the subsequent Town Board SEQR Findings and WHOD rezoning in January 2020.

Alternatives were explored inclusive of a No Action Alternative, higher density design alternatives, layout alternatives, mixed-use alternatives, alternative housing mix alternatives, and other use alternatives as permitted under the WHOD zoning district. Ultimately, the 2021 proposal presents itself as being the optimal plan.

11. Conclusion and Certification

Having considered the Draft and Final Environmental Impact Statements, the City of Poughkeepsie Common Council Findings; the reasoning set forth in the Town Board's denial; the reasoning set forth in the Town Board's later SEQR Findings and adoption of the WHOD zoning, the Project Assessment and detailed site plan set, the Town of Poughkeepsie Planning Board hereby certifies that:

A. It has considered the relevant impacts, facts and conclusions disclosed in the DEIS and FEIS; and prior Findings statements;
B. It has weighed and balanced the relevant environmental impacts with social, economic, and other considerations;
C. The requirements of 6 NYCRR part 617 have been met;
D. Consistent with the social, economic, and other essential considerations, from among the reasonable alternatives available, the action to be carried out minimizes or avoids, to the maximum extent practicable, adverse environmental impacts disclosed in the DEIS and FEIS; and
E. Consistent with the social, economic, and other essential considerations, adverse environmental impacts revealed in the Draft and Final Environmental Impact Statement will be minimized or avoided to the maximum extent practicable by incorporating as conditions to the decision those mitigating measures which were identified in this Findings Statement and the EIS documents.

EXHIBIT B

EXCERPT FROM LEASE AGREEMENT

Section 5.4 Recapture of Agency Benefits.

(a) It is understood and agreed by the parties hereto that the Agency is entering into this Lease Agreement in order to provide financial assistance to the Company for the Facility and to accomplish the public purposes of the Act. In consideration therefor, the Company hereby agrees that if there shall occur a Recapture Event during the Lease Term, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, one hundred percent (100%) of the Recaptured Benefits (as defined below).

(b) The term "**Recaptured Benefits**" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the Lease Agreement including, but not limited to, the amount equal to 100% of:

(i) the Mortgage Recording Tax Exemption; and

(ii) Sales Tax Exemption savings realized by or for the benefit of the Company, including any savings realized by any Agent pursuant to the Lease Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Facility (the "**Company Sales Tax Savings**"); and

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of subsection (c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency within thirty (30) days after such notice.

(c) The term "**Recapture Event**" shall mean any of the following events:

(1) The occurrence and continuation of an Event of Default under this Lease Agreement (other than as described in clause (4) below or in subsection (e) below) which remains uncured beyond any applicable notice and/or grace period, if any, provided hereunder; or

(2) The Facility shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date, through the act or omission of the Company; or

(3) The sale of the Facility or closure of the Facility and/or departure of the Company from Dutchess County, except as due to casualty, condemnation or force majeure as provided in subsection (e) below or as provided in Section 9.3 hereof; or

(4) Failure of the Company to create or cause to be maintained at least ninety percent (90%) of the number of FTE jobs at the Facility as provided in Section 8.11 of this Lease Agreement, which failure is not reflective of the business conditions of the Company or the subtenants of the Company, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions; or

(5) Any significant deviations from the Project Application Information which would constitute a significant diminution of the Company's activities in, or commitment to Dutchess County, New York; or

(6) The Company receives Sales Tax Savings in connection with the Project Work in excess of the Maximum Company Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Sales Tax Savings only. It is further provided that failure to repay the Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits.

(d) Furthermore, notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a result of (i) a "force majeure" event (as more particularly defined in Section 10.1(b) hereof), (ii) a taking or condemnation by governmental authority of all or part of the Facility, or (iii) the inability or failure of the Company after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a "**Loss Event**") to rebuild, repair, restore or replace the Facility to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Company or any of its affiliates so long as the Company or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof.

(e) The Company covenants and agrees to furnish the Agency with written notification (i) within sixty (60) days of the end of each Tax Year of the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Company of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

(f) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(g) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred in connection with the

recovery of all amounts due under this Section 5.4, from amounts received by the Agency pursuant to this Section 5.4.

(h) Notwithstanding the foregoing, the Board of Directors of the Agency may waive the provisions of this Section in its sole discretion based upon its review of the circumstances of the Company.

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Section 5.4 Recapture of Agency Benefits.

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(b) The term "**Recaptured Benefits**" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the Lease Agreement including, but not limited to, the amount equal to 100% of:

(i) the Mortgage Recording Tax Exemption; and

(ii) Sales Tax Exemption savings realized by or for the benefit of the Company, including any savings realized by any Agent pursuant to the Lease Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Facility (the "**Company Sales Tax Savings**"); and

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of subsection (c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency within thirty (30) days after such notice.

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(2) The Facility shall cease to be a "project" within the meaning of the Act, as in effect on the Closing Date, through the act or omission of the Company; or

(3) The sale of the Facility or closure of the Facility and/or departure of the Company from Dutchess County, except as due to casualty, condemnation or force majeure as provided in subsection (e) below or as provided in Section 9.3 hereof; or

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(4) Failure of the Company to create or cause to be maintained at least ninety percent (90%) of the number of FTE jobs at the Facility as provided in Section 8.11 of this Lease Agreement, which failure is not reflective of the business conditions of the Company or the subtenants of the Company, including without limitation loss of major sales, revenues, distribution or other adverse business developments and/or local, national or international economic conditions, trade issues or industry wide conditions; or

(5) Any significant deviations from the Project Application Information which would constitute a significant diminution of the Company's activities in, or commitment to Dutchess County, New York; or

(6) The Company receives Sales Tax Savings in connection with the Project Work in excess of the Maximum Company Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Sales Tax Savings only. It is further provided that failure to repay the Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recapture Benefits.

(d) Furthermore, notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a result of (i) a "force majeure" event (as more particularly defined in Section 10.1(b) hereof), (ii) a taking or condemnation by governmental authority of all or part of the Facility, or (iii) the inability or failure of the Company after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a "**Loss Event**") to rebuild, repair, restore or replace the Facility to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Company or any of its affiliates so long as the Company or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof.

(e) The Company covenants and agrees to furnish the Agency with written notification (i) within sixty (60) days of the end of each Tax Year of the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Company of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

(f) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(g) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred in connection with the

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recovery of all amounts due under this Section 5.4, from amounts received by the Agency pursuant to this Section 5.4.

(h) Notwithstanding the foregoing, the Board of Directors of the Agency may waive the provisions of this Section in its sole discretion based upon its review of the circumstances of the Company.

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

I, the undersigned Assistant Secretary of the Dutchess County Industrial Development Agency, **DO HEREBY CERTIFY**:

That I have compared the annexed extract of minutes of the meeting of the Dutchess County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on May 24, 2022, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of and original insofar as the same related to the subject matters herein referred to.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 24th day of May, 2022.

Name: Richard J. Piccone, II
Title: Assistant Secretary

[SEAL]

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PRELIMINARY RESOLUTION
(CHPE LLC 2026 Project)

A regular meeting of the Dutchess County Industrial Development Agency was convened in public session on November 18, 2026 at 8:00 a.m., local time, at the office of the Dutchess County Industrial Development Agency, Three Neptune Road, Poughkeepsie, New York.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: Mark Doyle, Chairman
Ronald J. Piccone, II, Vice Chairman/Treasurer
Thomas J. LeCount, Secretary
Brian C. Berryann
Kristofer Munn
John Zeolla, Jr.

ABSENT:

ALSO PRESENT: Robin D. Mack, Executive Director
Jane Denbaum, Chief Financial Officer
Donald Cappillino, Counsel
Elizabeth A. Cappillino, Counsel

On motion duly made by [ ] and seconded by [ ], the following resolution (the "**Resolution**") was placed before the members of the Dutchess County Industrial Development Agency:

Resolution (i) Taking official action toward the issuance of financial assistance to CHPE LLC (CHPE LLC 2026 Project) in the form of exemption from certain real estate property taxes; and (ii) authorizing the execution and delivery of an agreement by and between the Agency and CHPE LLC with respect to such financial assistance.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Dutchess County Industrial Development Agency (the "**Agency**") was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, CHPE LLC, a New York limited liability company having offices at 600 Broadway, Albany, New York 12207 (the "**Company**"), has submitted an application to the Agency dated July 23, 2026 (the "**Application**") requesting the Agency provide certain "financial assistance" (within the meaning of the Act) with respect to the Facility (hereinafter defined), including potential exemptions from certain real property taxes (the "**Financial Assistance**") for

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the following project (the "**Project**") consisting of: (a)(1) the acquisition of an interest in the Interim Permit for Use of State-Owned Property issued to the Company by the New York State Office of General Services ("**OGS**") in August 2022 (the "**Interim Permit**") and in the easement to be granted to the Company by OGS (the "**OGS Easement**") in relation to approximately 25.29 miles of submerged New York State-owned land located within the Hudson River in the Towns of Red Hook, Rhinebeck, Hyde Park, Poughkeepsie and Fishkill and the City of Poughkeepsie, Dutchess County, New York (collectively, the "**Land**"); (2) the acquisition of an interest in two (2) five-inch diameter high-voltage direct current ("**HVDC**") transmission cables heretofore installed on or under the Land (the "**Equipment**"); and (3) the acquisition of an interest in the fully-buried, up to 1,250-megawatt ("**MW**") HVDC electric transmission line and related infrastructure heretofore constructed, installed and equipped on or under the Land (the "**Improvements**", and together with the Land and Equipment, the "**Facility**"), all of the foregoing for use by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City known as the Champlain Hudson Power Express (the "**Transmission System**"); and (b) the lease of the Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the Act; and

WHEREAS, the Company has represented in the Application that construction of the Transmission System commenced on November 30, 2022, that the Transmission System achieved commercial operation on May 13, 2026, and that no work on the Facility remains other than routine operation and maintenance; and

WHEREAS, the Company has requested that the Financial Assistance be provided on terms that deviate from the Agency's Uniform Tax Exemption and Criteria Policy (the "**UTEP**") and has proposed a thirty (30) year schedule of payments in lieu of taxes, the terms of which remain subject to negotiation between the Agency and the Company and to further approval by the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted by the Department of Environmental Conservation of the State of New York (the laws and regulations hereinafter collectively referred to as "**SEQRA**"), the Agency is required to determine whether the Project may have a significant effect on the environment and therefore require the preparation of an Environmental Impact Statement; and

WHEREAS, pursuant to §617.5(a) and §617.5(c)(44) of the Regulations, actions requiring a certificate of environmental compatibility and public need under Article VII of the Public Service Law constitute "Type II" actions and are not subject to review under SEQRA; and

WHEREAS, pursuant to §8-0111 of the SEQR Act, the requirements of SEQRA do not apply to actions subject to the provisions requiring a certificate of environmental compatibility and public need in Article VII of the Public Service Law; and

WHEREAS, the Company has provided in the Application that the Transmission System was issued a Certificate of Environmental Compatibility and Public Need under Article VII of the Public Service Law by the Public Service Commission of the State of New York (the "**Public Service Commission**") by Order Granting Certificate of Environmental Compatibility

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and Public Need issued and effective April 18, 2013; and

WHEREAS, the Agency has reviewed the Application and relevant materials in connection with its determination under SEQRA; and

WHEREAS, the Agency has not yet held a hearing or hearings pursuant to §859-a of the Act (the "**Hearings**"); and

WHEREAS, although the resolution authorizing the Financial Assistance has not yet been presented for approval by the Agency, a Preliminary Agreement relative to the proposed Financial Assistance has been presented for approval by the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Dutchess County Industrial Development Agency, as follows:

1. Based upon the representations made by the Company to the Agency, the Agency hereby finds and determines that for the Project:

(a) The Project constitutes a "project" within the meaning of the Act;

(b) The Project is a Type II action under SEQRA and is an action subject to a Certificate of Environmental Compatibility and Public Need issued under Article VII of the Public Service Law and therefore will not require further SEQRA review by the Agency;

(c) The Financial Assistance will not result in the abandonment of a facility of the Company located elsewhere in the State of New York;

(d) The Financial Assistance will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the State of New York and Dutchess County, New York, and improve their standard of living, and thereby serve the public purposes of the Act; and

(e) The proposed Financial Assistance deviates from the UTEP;

(f) It is desirable and in the public interest for the Agency to assist the Company by granting the Financial Assistance.

2. Subject to the conditions set forth in ¶3 of this Resolution, the Agency will:

(a) acquire a leasehold or other interest in the Facility;

(b) lease or sublease the Facility to the Company pursuant to agreements by and between the Agency and the Company;

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3. The provision of Financial Assistance herein, as contemplated by ¶2 of this Resolution, shall be subject to:

(a) the execution and delivery by the Company of the Preliminary Agreement attached hereto as Exhibit "A" setting forth certain conditions for the provision of the Financial Assistance;

(b) the agreement between the Agency and the Company on mutually acceptable terms regarding payments in lieu of taxes;

(c) completion of the process to deviate from the UTEP, including the notice to affected tax jurisdictions required by §874(4) of the Act; and

(d) the holding of Hearings pursuant to §859-a of the Act;

(e) the adoption of an authorizing resolution approving the Financial Assistance.

4. The form and substance of a proposed Preliminary Agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the provision of Financial Assistance is hereby approved. The Executive Director, Chief Financial Officer, Chairman and Vice Chairman of the Agency are each hereby authorized, on behalf of the Agency, to execute and deliver the Preliminary Agreement and the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency hereto and to attest to this meeting, with such changes in terms and conditions as the Executive Director, Chief Financial Officer, Chairman or Vice Chairman of the Agency shall constitute conclusive evidence of such approval.

5. The Financial Assistance shall be subject to recovery or recapture in accordance with the Act and the Agency's policy concerning Maintaining Performance Based Incentives, as shall be more particularly set forth the agreements to be entered into by the Agency and the Company

6. The law firm of Nixon Peabody LLP, Victor, New York, is hereby appointed Transaction Counsel to the Agency in relation to the provision of the Financial Assistance.

7. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare for submission to the Agency all documents necessary to effect the authorization and provision of Financial Assistance. The Company shall be responsible for the fees of Agency, Agency Counsel and Transaction Counsel in relation to this Project and the provision of Financial Assistance.

8. The Agency hereby approves and authorizes the following actions by the Chairman of the Agency, prior to the granting of any Financial Assistance with respect to the

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Project, after consultation with Agency Counsel: (i) to establish the time, date and place for a public hearing of the Agency to hear all persons interested in the Project and the proposed Financial Assistance being contemplated by the Agency with respect to the Project, said public hearing to be held in each city and town where the Facility is located, being the Towns of Red Hook, Rhinebeck, Hyde Park, Poughkeepsie and Fishkill and the City of Poughkeepsie, Dutchess County, New York; (ii) to cause notice of such public hearing(s) to be given to the public by publishing a notice in accordance with the applicable provisions of the Act, as well as, at the same time, providing notice of the hearing(s) to the chief executive officer of each affected tax jurisdiction within which the Facility is located; (iii) to conduct such public hearing(s) or cause such hearing(s) to be conducted by his designee; and (iv) to cause a stenographic transcript of said public hearing(s) to be promptly prepared and cause copies of said transcript(s) to be made available to the members of the Agency.

9. The Executive Director of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution. The Agency hereby appoints each Member of the Agency and Agency Counsel to serve as an Assistant Secretary of the Agency for purposes of this project.

10. The Executive Director of the Agency is hereby authorized and directed to send a written notice to the chief executive officers of each affected tax jurisdiction within which the Facility will be located informing them that the Agency is considering a proposed deviation from its Uniform Tax Exemption and Criteria Policy with respect to the Project, the reasons therefor, and soliciting any comments.

11. This Resolution shall take effect immediately.

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

Mark Doyle, Chairman	VOTING
Ronald J. Piccone, II, Vice Chairman/Treasurer	VOTING
Thomas J. LeCount, Secretary	VOTING
Brian C. Berryann	VOTING
Kristofer Munn	VOTING
John Zeolla, Jr.	VOTING

The Resolution was thereupon declared duly adopted.

Adopted: November 18, 2026

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PRELIMINARY AGREEMENT
(CHPE LLC 2026 Project)

THIS PRELIMINARY AGREEMENT (the "Preliminary Agreement"), made as of November 18, 2026 between the **DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation, organized and existing under the General Municipal Law of the State of New York, having offices at Three Neptune Road, Poughkeepsie, New York 12601 (the "**Agency**"), and **CHPE LLC**, a New York limited liability company having offices at 600 Broadway, Albany, New York 12207 (the "**Company**").

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively the "**Act**"), the Agency was created with the authority and power to provide financial assistance for the purpose of, among other things, acquiring, renovating and equipping certain facilities as authorized by the Act; and

WHEREAS, the Company has submitted an application to the Agency dated July 23, 2026 (the "**Application**") requesting the Agency provide certain "financial assistance" (within the meaning of the Act) with respect to the Facility (hereinafter defined), including potential exemptions from certain real property taxes (the "**Financial Assistance**") for the following project (the "**Project**") consisting of: (a)(1) the acquisition of an interest in the Interim Permit for Use of State-Owned Property issued to the Company by the New York State Office of General Services ("**OGS**") in August 2022 (the "**Interim Permit**") and in the easement to be granted to the Company by OGS (the "**OGS Easement**") in relation to approximately 25.29 miles of submerged New York State-owned land located within the Hudson River in the Towns of Red Hook, Rhinebeck, Hyde Park, Poughkeepsie and Fishkill and the City of Poughkeepsie, Dutchess County, New York (collectively, the "**Land**"); (2) the acquisition of an interest in two (2) five-inch diameter high-voltage direct current ("**HVDC**") transmission cables heretofore installed on or under the Land (the "**Equipment**"); and (3) the acquisition of an interest in the fully-buried, up to 1,250-megawatt ("**MW**") HVDC electric transmission line and related infrastructure heretofore constructed, installed and equipped on or under the Land (the "**Improvements**", and together with the Land and Equipment, the "**Facility**"), all of the foregoing for use by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City known as the Champlain Hudson Power Express (the "**Transmission System**"); and (b) the lease of the Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the Act; and

WHEREAS, the Company has represented in the Application that construction of the Transmission System commenced on November 30, 2022, that the Transmission System achieved commercial operation on May 13, 2026, and that no work on the Facility remains other than routine operation and maintenance; and

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WHEREAS, the Agency has determined that the financing of the Project will promote and further the purposes of the Act; and

WHEREAS, on November 18, 2026, the Agency adopted a Preliminary Resolution (the "**Preliminary Resolution**") accepting the Project and authorizing the execution of this Preliminary Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency and the Company agree as follows:

1. Undertakings of the Agency. Based upon the statements, representations, and undertakings of the Company and subject to the conditions set forth herein and in the Preliminary Resolution, the Agency agrees as follows:

(a) The Agency shall adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) construction, installation, and equipping of the Facility and the financing of such costs; and (ii) the subleasing of the Facility to the Company and leasing the Equipment to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

(b) The Agency shall acquire a leasehold or other interest in the Facility and enter into an agreement to lease or sublease the Facility to the Company (the "**Lease Agreement**"). The Lease Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

(c) The Agency shall take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Representations of the Company. The Company hereby represents to the Agency that:

(a) The Facility is located in Dutchess County, New York;

(b) The Financial Assistance will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the State of New York and Dutchess County, New York, and improve their standard of living, and thereby serve the public purposes of the Act; and

(c) The Project will comply with all applicable federal, state, and local laws, ordinance, rules, and regulations and the Company shall obtain all necessary approvals and permits required thereunder.

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3. Undertakings of the Company. Based upon the statements, representations, and undertakings of the Agency and subject to the conditions set forth herein and in the Preliminary Resolution, the Company agrees as follows:

(a) The Company shall use all reasonable efforts necessary or desirable to enter into a contract or contracts for the acquisition of the Facility (to the extent not heretofore acquired) and on the terms and conditions set forth in the Lease Agreement, transfer to the Agency, or cause to be transferred to the Agency, a leasehold or other interest in the Facility.

(b) (i) To the extent the Agency is not defended and indemnified under a policy of insurance maintained by the Company, and subject to any subrogation waivers contained in the Lease Agreement, the Company shall defend and indemnify the Agency and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on: (1) labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of the Facility and installation of equipment in the Facility (including any expense incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing) except that the Company shall not be required to indemnify the Agency for the willful or grossly negligent conduct of the Agency, its employees, agents, or representatives; or (2) any untrue statement or alleged untrue statement of a material fact necessary in order to make the statements herein, in the light of the circumstances under which they were made, not misleading.

(ii) The Company shall not permit to stand, and shall at its own expense take all steps reasonably necessary to remove, any uncontested mechanic's or other liens against the Facility for labor for the construction, installation, and equipping of the Facility.

(iii) To the extent the Agency is not defended and indemnified under a policy of insurance maintained by the Company, and subject to any subrogation waivers contained in the Lease Agreement, the Company shall indemnify and hold the Agency harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing, except that the Company shall not be required to indemnify the Agency for the willful or grossly negligent conduct of the Agency, its employees, agents, or representatives.

(c) The Company shall take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) This Preliminary Agreement shall take effect on the date of execution hereof until the Lease Agreement becomes effective. It is the intent of the Agency and the Company that this Preliminary Agreement be superseded in its entirety by the Lease Agreement.

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(b) It is understood and agreed by the Agency and the Company that the execution of the Lease Agreement and related documents are subject to: (i) obtaining all necessary governmental approvals; and (ii) approval of the members of the Agency.

(c) The Company agrees that they will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses which the Agency may incur as a consequence of executing this Preliminary Agreement or performing its obligations hereunder, including but not limited to, the cost of causing a notice of any public hearing held with respect to the Project to be published, the cost of making and transcribing records of said hearings and the reasonable fees and expenses charged and incurred by Agency Counsel (Cappillino, Rothschild & Egan LLP) and Transaction Counsel (Nixon Peabody LLP) in connection with their representation of the Agency in this matter and their preparation of any documents pertaining to the provisions of Financial Assistance.

(d) All commitments of the Agency under ¶1 hereof and of the Company under ¶¶2 and 3 hereof (excepting the obligations of the Company set forth in subparagraphs 3(b) and 4(c) hereof, which shall survive the termination of this Preliminary Agreement) are subject to the condition that the Lease Agreement shall have been executed no later than fifteen (15) months from the date hereof (or such other date as shall be mutually satisfactory to the Agency and the Company).

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

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IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the 18th day of November, 2026.

DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Robin D. Mack, Executive Director

CHPE LLC

By: _____
Todd Singer, Executive Vice President &
Chief Financial Officer

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Ladies and Gentlemen:

Enclosed please find the application of the Dutchess County Industrial Development DCIDA (the "DCIDA"). Please be advised that there is a $1,000.00 application fee to be paid by the client and to be enclosed with the completed application in order to enable the DCIDA to proceed with the benefit package.

You will receive an Engagement Letter which constitutes an explanation of legal fees and costs related to our counsels' work with respect to your project. This Engagement Letter will require an escrow account of $5,000.00 and our counsel will invoice you monthly on an hourly rate basis for services rendered and deduct it from the escrow account. Should you terminate the agreement or abandon the project, any unused funds will be returned to you. If you have any questions concerning this matter, please contact our office.

Be aware that the DCIDA itself does not lend money. Instead, the DCIDA issues bonds for the benefit of the project applicant. The project applicant must find a purchaser of the bonds and agree as to terms and conditions of repayment, interest rate, interim advances during construction, what securities are to be pledged, etc., just as the project applicant and a lender would in any other secured transaction. On filing an application, the project applicant should be fairly secure in knowing where to obtain the requisite moneys.

No work should be commenced or construction contracts entered into or materials ordered or land purchased if any of these expenses are to be included in the bond issue prior to the DCIDA passing an Inducement Resolution and Agreement with the project applicant after an application is filed. To do so may jeopardize the inclusion of the expense of such item in the bond issue.

In completing the application, please note certain material is requested that is required by statute in order to authorize the issuance of the bonds, to wit: the increased employment and your history as to location and why you are expanding or locating in Dutchess County. The bonds are issued as an inducement in industrial, commercial and warehousing facilities that presently do not exist in Dutchess County, or, if they exist, there is an expansion program contemplated. The bond proceeds cannot be used in any way for refinancing existing mortgages.

The processing fees of the DCIDA is one percent (1%) of the first $25 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $25 million. Processing fees for industrial and manufacturing projects are one percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million.

The project applicant additionally will be required to pay DCIDA Counsel fees, Bond Counsel fees and other direct expenses of the DCIDA, including, but not limited to, local workforce compliance monitoring fees, special reports and accounting and engineering expenses. The project applicant

agrees that such legal fees and other direct expenses of the DCIDA such as publication costs and stenographer's fees are payable separately from the application and processing fees. The above fees will be payable in full on the sale of the bonds. Failure and neglect to proceed to close will result in pro rata tender of billings.

Upon receiving the application, the DCIDA will contact the principals to discuss the application, as now required by DCIDA policy.

Please note that the DCIDA is under no obligation to act favorably on this application, and the project applicant agrees to release the DCIDA, its members, its staff, its successors and assigns from any claim against the DCIDA that may arise from the DCIDA's processing the application or by the DCIDA's either granting or denying the application.

Because the DCIDA is an exempt organization under the Internal Revenue Code of 1986, as amended, I advise you further that certain benefits will accrue during construction, such as the nonpayment of sales taxes on goods purchased for either initial construction or start-up equipment. Furthermore, upon the filing of documents, no mortgage tax will be necessary between the DCIDA and a trustee or bank collecting the moneys during the financing for the repayment of bonds. In accordance with New York State regulations, you are advised that we are obligated to include a "Recapture of Benefit Provision" in our application which details DCIDA procedure to be utilized to recapture benefits given to projects in certain instances.

If you require further assistance, please feel free to contact our office.

Enclosures

PLEASE TAKE NOTICE — The DCIDA in certain respects is subject to the Freedom of Information Law or Sunshine Laws of the State of New York. If there are any confidential matters or negotiations for real property taking place that would be adversely affected by revelation of the particulars to the public or media, it is suggested that this matter be discussed with the DCIDA Counsel or personnel directly and not set forth in the initial application unless required by Bond Counsel for the preparation of the Inducement Resolution. Any financial disclosures of the project applicant requested should be marked confidential to ensure their attention as confidential documents. Although the DCIDA does not pass on the project applicant's financial ability to pay, which is the bond purchaser's prerogative, the DCIDA does want to know that the project applicant is a viable business enterprise.

To help companies locate here, make needed capital expansion or grow existing and new jobs.

3 Neptune Road
Poughkeepsie, NY 12601
Phone: 845.463.5400 Fax: 845.463.0100
Email: info@thinkdutchess.com
www.thinkdutchess.com

APPLICATION FOR FINANCIAL ASSISTANCE

IDA Application V2026

DCIDA Board and Staff

OFFICERS

Chairman
Mark Doyle

Vice Chairman / Treasurer
Ronald J. Piccone II

Secretary
Thomas LeCount

Executive Director
Robin D. Mack

Chief Financial Officer
Jane Denbaum

Compliance Officer/
Records Access Officer
Jane Denbaum

BOARD OF DIRECTORS

Mark Doyle
Ronald J. Piccone II
Amy Bombardieri
Thomas LeCount
Brian Berryann
Kristofer Munn

Counsel
Donald Cappillino
Elizabeth Cappillino

COUNTY GOVERNMENT

County Executive
Sue Serino
Dutchess County Office Building
22 Market Street, Sixth Floor
Poughkeepsie, NY 12601
Tel.# (845) 486-2000(B)
Fax # (845) 486-2021
Email: CountyExe@DutchessNY.gov

This e-mail address is being protected from spambots.

Dutchess County Legislature
Yvette Valdés Smith
Dutchess County Office Building
22 Market Street, Sixth Floor
Poughkeepsie, NY 12601
Tel # (914) 474-0908 (B)
Fax # (845) 486-2113
Email: yvaldessmith@dutchessny.gov

MISSION STATEMENT

The Dutchess County Industrial Development Agency [DCIDA] was created to further economic development in Dutchess County by providing financial assistance to private entities through tax incentives including the issuance of bonds to facilitate the building of capital projects with the resultant construction jobs and permanent follow on employment.

INSTRUCTIONS

I. Application Submission and Application Fees

All applications will be subject to approval of the Dutchess County Industrial Development DCIDA ("DCIDA") and no financial Assistance can be provided, including a sales tax exemption on purchases made prior to DCIDA approval, until the application has been approved.

The DCIDA will not approve any applications unless, in the judgment of the DCIDA, the application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action. The DCIDA may find it necessary to request additional information, should additional information be required the DCIDA will not consider the application complete until all additional information is received.

The DCIDA will not give final approval to this application until the DCIDA receives a completed environmental assessment form concerning the Project.

All projects receiving a benefit greater than $100,000 are required to have a public hearing inclusive of a 10 day notice before any approval can be granted by the DCIDA.

The DCIDA has established an application fee of $1,000.00 to cover the anticipated costs of processing the application. A check or money order made payable to the Dutchess County Industrial Development DCIDA (DC IDA) must accompany each application. The Application WILL NOT be accepted by the DCIDA unless accompanied by the application fee.

When completed, return the application to the *Dutchess County IDA, 3 Neptune Road, Poughkeepsie, NY 12601*.

The applicant will be required to pay to the DCIDA the actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the DCIDA's bond issued to finance the project). The Applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the DCIDA. The costs incurred may be considered as part of the bond issue.

The DCIDA has established an administrative fee for each project it engages. Unless the DCIDA agrees in writing to the contrary, the project fee is required to be paid by the applicant at or prior to the granting of any financial assistance by the DCIDA

II. Application Components and Exhibits

The sections below are included in the Application. These make up the required information and documents that must be completed and submitted to the DCIDA in order for your Application to be considered. Failure to provide information may impact your project being considered in a timely manner.

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")

If an estimate is given as an answer to a question, put "est." after the figure or answer, which is estimated.

If more space is needed to answer any question, please attach a separate sheet.

General Information

Section 1- **Applicant Information**

Section 2 – **Project Description and Details**

Section 3 – **Project Evaluation & Assistance Framework**

Section 4 – **Retail Determination**

Section 5 – **Inter-Municipal Move Determination**

Section 6 – **Single or Multi-Tenant Determination**

Section 7 – **Representations, Certifications and Indemnification Forms**

Section 8 – **Local Workforce Certification Form**

Attachment 1 – Environmental Assessment Form (EAF)– An Environmental Assessment must be completed for every project. The Short Environmental Assessment Form is available on the DCIDA Website at, however in some instances a Long Form EAF may need to be completed.
https://thinkdutchess.com/dcida-application/

Attachment 2 - DCIDA Standard Fee Schedule and other Fees

Attachment 3 – Additional Community Benefit Metrics Definition

III. Insurance

Once a project is approved by the DCIDA, insurance will be required. Details of the required insurance will be provided in the DCIDA contracts, in the meantime please note that insurance is to be provided after Board approval but prior to utilization of your IDA benefits. Insurance shall be maintained during the term of any applicable Agent Agreement or Lease Agreement by and between the DCIDA and Project Applicant. Proof of Insurance will be required and requested on an annual basis.

IV. Local Workforce Policy

Construction jobs though limited in time duration, are vital to the overall employment opportunities in Dutchess County.

For projects $10,000,000 and above, the DCIDA believes that Project Applicants, as a condition to receiving a real property tax abatement also referred to as a Payment in Lieu of Taxes (PILOT) from the Agency, will be required to utilize qualified Workforce for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

The Local Area is defined as individuals residing in the following County /Cities /Towns /Villages as well as the following Counties (collectively, the "Local Area"): Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County. Companies receiving a PILOT as part of their financial assistance shall ensure that at least 80% of total work hours of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively the "Workers") working on the Project Site must reside within the Local Area. The 80% shall be measured by hours in total at the time of completion of the project. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Area to qualify under the 80% local Workforce criteria.

It is understood that at certain times, Workers residing within the Local Area may not be available with respect to a Project. Under this condition, the Company is required to contact the DCIDA to request a waiver of the Local Utilization Requirement (the "Local Workforce Utilization Waiver Request") waivers may be granted in the following situations (a) Warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers (b) Specialized construction for which qualified Local Workforce Area workers are not available (c) Significant cost differentials in bid prices whereby the use of local Workforce significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations (d) Documented lack of workers meeting the Local Workforce Area

requirement. The DCIDA shall evaluate the Local Workforce Utilization Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

V. Recapture of Financial Assistance

In order to better ensure the integrity of the projects that receive Financial Assistance from the DCIDA, has determined that is in the public interest: (a) to ensure the continuity of such project and the jobs created by such projects; (b) ensure the use of local workforce during project construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (c) to ensure that the investment amount as proposed by the Applicant and approved by the DCIDA is made (d) to ensure that the state and local taxes and use tax exemption benefits are utilized in the amount as so authorized by the DCIDA (e) to ensure the state and local sales and use tax exemptions benefits are only utilized by the company/applicant and its duly appointed agents; (f) to ensure that the state and local sales and use tax are only utilized on the specific project as described in the Application and (g) to ensure that the Company complies with the certain material terms and conditions as determined by the DCIDA. At such time as the Applicant fails to meet the terms of the Agreement including failing to retain and create jobs as represented in the Application a recapture of any or all state and local sales and use tax exemption benefits, mortgage recording tax exemption benefits and real property abatement benefits may be required to be paid by the Applicant.

Details on the DCIDA Policies can be found on the DCIDA Website
https://thinkdutchess.com/dcida-policies/

- Maintaining Performance Based incentives for projects granted assistance including a PILOT
- Projects granted assistance without a PILOT.

VI. Submission and Acceptance of the Application for Financial Assistance

Please note that the DCIDA is under no obligation to act favorably on this application, and the project applicant agrees to release the DCIDA, its members, its staff, its successors and assigns from any claim against the DCIDA that may arise from the DCIDA's processing the application or by the DCIDA's either granting or denying the application.

Please note that Article 6 of the Public Officers Law declares that all records in the possession of the DCIDA (with certain limited exceptions) are open to public inspection and copying. Also, as of December 2018, the IDA will post project applications on the Agency's

website. 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 Public Officers Law.

General Information

I. Project Identification

Company Name CHPE LLC, or its designee	FEIN 84-5075255
Address 600 Broadway	Name and Title of Contact Person Jen Laird-White, SVP - External Affairs
City County Zip Albany 12207	Telephone Number (914) 282-3068
website chpexpress.com	email Jennifer.White@tdi-usa.com
Full Address of the site/location of the proposed project, including County and Zip Code N/A - See Project Supplement	

II Project Request

Please check which type of assistance you are applying for (select all that apply):

Bond Issuance (Tax Exempt / Taxable)		
Straight Lease	X	
Payment in Lieu of Taxes	X	
Sales Tax Exemptions		
Mortgage Tax Exemption		

III. Authorizing Signature

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the DCIDA will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading. The Applicant confirms and acknowledges 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 exemption claimed by reason of the DCIDA's involvement in the Project.

Signature

Print Name Todd Singer

Title Executive Vice President & Chief Financial Officer

Date 07/23/2026

Section 1: Applicant Information

Applicant Background (company receiving benefit)

Please answer all questions. Use "None" or "Not Applicable" or "N/A" where necessary

A. Company Contact (if different from individual completing application)

Name: (same contact as listed above)
Title:
Address
Phone: Fax:
Email:

B. Company Counsel:

Name of Attorney: Matt Moses
Firm Name: Barclay Damon LLP
Address Barclay Damon Tower, 125 East Jefferson Street, Syracuse, NY 13202
Phone: (315) 425-2726 Fax:
Email: mmoses@barclaydamon.com

C. Form of Business Organization:

___ For-profit corporation ___ Not-for-profit corporation
___ General partnership ___ Limited partnership
X Limited liability company ___ Sole proprietorship

If you are a corporation or limited liability company, please provide date and state of incorporation:

March 2, 2020; New York State

If a foreign corporation or foreign limited liability company, please provide date authorized to do business in New York:

N/A

D. Please list Principal Owners/Officers/Directors

(Principal owners that hold more than 15% equity ownership:

CHPE LLC is 100% owned by TDI-USA Holdings LLC.

If Applicant has a significant relationship with an affiliate company(ies), please list the name and address of such affiliate(s):

See Project Supplement

E. Holding Company

Will a Real Estate Holding Company be utilized to own the Project property/facility? ___ Yes X No

What is the name of the Real Estate Holding Company: N/A

Federal Employer ID Number: N/A

State and Year or Incorporation/Organization: N/A

List of stockholders, members, or partners of Applicant: N/A

Describe the terms and conditions of the lease between the applicant and the owner of the property:

See Project Supplement

F. Applicant Business Description: Brief description of company, operations, products and services

Description is critical in determining eligibility. Attach additional pages if needed:

The Applicant develops unique clean energy transmission projects in an environmentally responsible manner, installing underground or underwater high-voltage direct current (HVDC) cable technology to link renewable resources with markets that are seeking new sources of clean power. These buried lines increase the electric grid's safety and reliability, while providing hardened infrastructure that is less susceptible to damage from natural disasters. See chpexpress.com for more detail.

G. Brief Description of Company History (formation, growth, transitions, location):

CHPE LLC is a New York State single-project vehicle company formed in 2020 and named after the Champlain Hudson Power Express transmission line, a project designed to help meet New York State's green energy goals by delivering clean, renewable energy directly to New York City.

Estimated % of sales within County	0%
Estimated % of sales outside County but within New York State	100%
Estimated % of sales outside NYS but within U.S.	0%
Estimated % of sales outside the US	0%
Total Sales	100%

H. Does the Company have or had projects that were assisted by DCIDA?

____ Yes ___X___ No

I. Has the company received any state or federal subsidies or program assistance in the last 10 years?

_____ Yes ___X___ No

If yes, please list subsidies, program assistance or grants

J. Have you contacted or been contacted by other Economic Development Agencies for this project? If yes, please identify which agencies and what other assistance or assistance sought and the dollar amount that is anticipated to receive. ___X___ Yes ___ No

If yes, please list: The Applicant has entered into straight-lease transactions with ten IDAs along its transmission line route and is currently seeking agreements with another three IDAs. Each IDA granting financial assistance entered into PILOT agreements for submarine locations substantially similar to that proposed for Dutchess County.

K. If the company is a party to any significant pending or recently concluded litigation (including bankruptcy), please describe:

N/A - None

L. Is Company in compliance with local, state and federal taxes, workers' protection, and environmental laws?

Yes

M. Please attach a copy of most recent company annual audit.
See Project Supplement.

N. Please attach sales and income projections or a project pro forma for next 3 to 5 years.

See Project Supplement.

Section 2: Project Description & Details

A. Industry

Please check off the Project's Industry Sector:

___ Natural Resources / Mining	___ Information Technology
___ Construction	___ Financial Services
___ Utilities	___ Professional / Business Services
___ Manufacturing	___ Education or Healthcare Services
___ Wholesale / Retail	___ Leisure and Hospitality
___ Transportation /Warehousing	___ Government

X Other (Please write): Industrial - Transmission Line

North American Industrial Classifications Number (NAICS) 221121

B. Project Location

Project Address N/A - Project installation is underwater in the Hudson River

Section Block Lot (SBL) Number for Property which proposed Project will be located: N/A

Property Tax Jurisdiction:

Municipal: Dutchess County; Towns of Red Hook, Rhinebeck, Hyde Park, Poughkeepsie, and Fishkill; City of Poughkeepsie

School District: School Districts of Red Hook, Rhinebeck, Hyde Park, Poughkeepsie, Spackenkill, Beacon, and Wappinger

Are the Real Property Taxes current? ___ Yes ___ No

If no, please explain N/A

Utilities: Indicate which, if any, utilities are on site

N/A Water	N/A Electric
N/A Gas	N/A Sanitary/Storm Water

Does the Applicant or any related entity hold fee title to the Project Site? ___ Yes X No

If no, Present legal owner of site: New York State

Does the Applicant or related entity have an option /contract to purchase the Project site? ___ Yes X No

Describe the present use of the proposed Project Site

Waterway; Transportation Corridor

The facility consists of a building/space which will be (check as applicable)

N/A Acquired N/A Constructed

N/A Renovated N/A Expanded

In the space below briefly describe the proposed project and its purpose (new build, renovations, and equipment purchases). Identify specific uses occurring with the project. Describe any and all tenants and any/all end users. (*Attach detailed information if necessary*).

See Project Supplement

Describe why the DCIDA's financial assistance is necessary and if the applicant is unable to obtain DCIDA financial assistance, what will be the impact on the Applicant and Dutchess County and/or municipality? Would the applicant proceed with the project without DCIDA assistance? *(Attached additional sheets if necessary).*

See Project Supplement

Please confirm by checking the box below if there is a likelihood that the Project would be not undertaken but for the Financial Assistance provided by the DCIDA.

___ Yes X No

If the Project could be undertaken without Financial Assistance provided by the DCIDA, then provide a statement below indicating why the Project should be undertaken by the DCIDA.

See Project Supplement

To the extent the project serves a local market area, is there a recognized and demonstrable need for the products or services the project will provide in the project's market area?

N/A

Is the project compatible with and will significantly assist and enhance all development plans for its area established formally or informally by local, county, state and federal authorities?

Yes, to the extent the Company is aware of such formal and informal plans.

Will the project be incorporating new energy efficiency factors in the design and operation of project? If yes, please elaborate. If no, please explain why it will not.

Yes. The project is designed to help New York transition to a greener economy and meet statewide climate emission-reduction targets. Energy efficient factors have been incorporated into its design and operation.

Is the project of a speculative nature?

No.

Is this part of a Multi-Phase Project? ___ Yes X No

Will the Project include leasing any equipment? - N/A ___ Yes ___ No

C. Zoning of Project Site:

Current N/A

Proposed N/A

Are any variances needed? If so, please list:

No

If a change in zoning/land use is required, please provide the details/status of any request for change in zoning/land use requirements.

N/A

The approximate acreage of the land to be purchased or leased:

N/A

The approximate square footage of the existing building to be purchased or space to be expanded/renovated is:

N/A

The approximate square footage of the planned *new* construction is:

N/A

Please note that the DCIDA cannot provide any financial assistance until the environmental review required under the State Environmental Quality Review Act ("SEQRA") has been completed. Please complete the annexed Short Form Environmental Assessment Form.* Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead DCIDA," and any action by the DCIDA must await completion of the SEQRA review by the other DCIDA. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

Any known environmental contamination or remediation issues? __ Yes X No

If yes, please list:

Has another entity been designated lead agent under the State Environmental Quality Review Act? __ Yes X No

If yes, please explain The Project is a Type II action under SEQRA, requiring no further environmental review. See Project Supplement.

The DCIDA will not provide any financial assistance to the Project until the environmental findings required under SEQR have been made.

D. Investment (Uses and Sources)

Uses (Facility Costs) Please give an accurate estimate of the costs of all of the following items.
Applicants are encouraged to discuss the project with DCIDA in order to estimate costs.

1. **Real Estate**
(Acquisition cost of land and /or existing structures) $ _____

2. **New Construction** $ _____

3. **Reconstruction/Renovation/Expansion** _____

4. **Infrastructure Work** $ ~126 million

5. **Fixed Equipment (Taxable)** (Spending that will be subject to sales tax – i.e. machinery and equipment) $ _____

6. **Other Tax Exempt**
(non-construction spending that will not be subject to sales tax) $

7. **Professional Services** (Architect, Legal Fees[1], Engineering fees) $ _____

8. **Other Taxable** (please specify) $ _____

9. **Other** (please specify) $ _____

Estimated Total Project Cost $ ~126 million

See Project Supplement

Uses (Financing, Legal, Miscellaneous)

Estimated Fees

IDA Administrative Fees (See page 1) $ _____

IDA Counsel $ _____

Applicant Counsel $

Transaction Counsel $ _____

Bond Counsel $ _____

Underwriter Counsel $ _____

Trustee Counsel $ _____

Other Costs of Bond Issue (i.e. printing) $ _____

If this is a bond transaction, will you be refunding bonds? And if so state amount here $ _____

DCIDA costs such as public hearings and legal notice fees are the responsibility of the Applicant from the time an application is submitted.

E. SOURCES

Amount of equity	$	See Project
Amount of other conventional financing	$	Supplement
Amount financed by bond issue	$	0
Public Sources (Include sum total of all state and federal grants and tax credits)*	$	0
Total Sources of Funds for Project Cost	$	

*Identify each state and federal grant/credit

N/A	$	0
	$	0
	$	0

F. Project Construction Schedule

What is the proposed date for commencement of acquisition or construction of the Project?

See Project Supplement

Please indicate the actual or expected dates of :

Construction completion: See Project Supplement

Occupancy: N/A

Will the company be occupying 100% of the completed facility? ___ Yes ___ No

If no, will there be tenants in the remaining space? ___ Yes ___ No

- *Detailed questions will be asked in Section 5* – Single or Multi-Tenant Determination - N/A

Describe any contracts or agreements (options to purchase, purchase contracts, construction contracts, and equipment orders) which have been entered into with respect to the facility. Please note that the DCIDA may not provide benefits to any purchases made prior to the execution of a Letter of Authorization for Sales Tax Exemption.

See Project Supplement

Section 3: Project Evaluation and Assistance Framework

All projects must meet the Baseline Requirements to be considered for DC IDA benefits

A. **Baseline Requirements** (Must Achieve All)

___ Complete Application

___ Meets NYS/DCIDA Requirements

___ SEQRA / Planning Approval
Approval Date: _____

___ Meets Project Use Definition

___ "But For" Requirement

___ Will Directly Retain or Create Jobs

B. Additional Community Benefits*

Projects that meet the baseline eligibility requirements and achieves a threshold of at least six (6) community benefit metrics may be considered for a deviation or an enhanced Payment in Lieu of Taxes (PILOT) formula. Detailed definitions of the Community Benefit are included in Attachment 3. Proof of providing additional community benefits may require third party verification. Any projects pledging additional Community Benefits and receiving an enhanced PILOT that fail to meet the requirements may be subject to assistance termination, modification or recapture.

Revitalization

Target Geography

___ Distressed Census Tract/Area
___ High Vacancy Census Tract
___ Transit Oriented Development
___ BID
___ Neighborhood Plan

Identified Priority

___ Tax Exempt
___ Vacant
___ Adaptive Re-use
___ Community Catalyst

Identified Growth Area

___ Manufacturing / Distribution
___ Technology
___ Existing Cluster

Investment

Financial Commitment

____ 3 – 10 million
____ 10.1 – 17.5 million
____ 17.6 – 25 million
____ >25 million

Community Commitment

____ MWBE/DBE Participation
____ Veteran Participation
____ Workforce /Affordable Housing
____ Local Workforce
____ Apprenticeship Program
____ Public Infrastructure

Environmental Factors

____ Resource Conservation
____ Energy Efficiency
____ Green Technology
____ Alternative / Renewable Energy

Employment

Permanent Jobs

___ 3-40
___ 21-80
___ 81-120
___ 121-180
___ > 180

Retained Jobs

___ 3-40
___ 21-80
___ 81-120
___ 121-180
___ > 180

Construction Jobs

___ 6-80
___ 81-160
___ 161-240
___ >240

*See Project Supplement

C. Project Benefits

Financial Assistance Provided

1. Estimated Sales Tax Exemption^

$ 0	X	.08125	=	$ 0
Amount of Project Cost Subject to Tax		Sales Tax Rate		Total

2. Estimated Mortgage Recording Tax Exemption

$0	X	.0075	=	$ 0
Projected Amount of Mortgage		Mortgage Recording Tax		Total

**As of September 2016, DC IDA cannot exempt the MTA portion of the mortgage recording tax*

3. Estimated Property Tax Abatement

Project Property Value: N/A

Current Assessed Value:	N/A
Current Property Taxes	N/A
Estimated Property Value after project completion	N/A

Will the Project utilize the DCIDA's Uniform Tax Exemption Formula? ___ Yes ___ No

If no, please describe the real property tax exemption formula and a justification (attach additional sheets if necessary)

TBD - PILOT terms have yet to be determined

Estimated tax abatement resulting from this project $ TBD
(Consult with DCIDA for assistance with this calculation)

^Note that the DCIDA may utilize the estimate above as well as the proposed total Project Cost as contained within this application to determine the Financial Assistance that will be offered.

D. **Employment** - See Project Supplement

A. Benefits = Economic Development Impacts (For Project Location Only)

By statute, the DCIDA must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. The DCIDA will use job projections upon the two (2) year time period following Project completion.

a. Employment should be quantified by "FTE", which shall mean: (a) a full-time, permanent, private-sector employee on the project's payroll, who has worked (or is projected to work) at the project facility for a minimum of thirty-five hours per week for not less than four consecutive weeks and who is (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties;

b. or (b) two part-time, permanent, private-sector employees on the Applicant's payroll, who have worked (or are projected to work) at the project facility for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are (or will be) entitled to receive the usual and customary fringe benefits extended by the Applicant to other employees with comparable rank and duties

Employment by category at Project Location only

Job Category	Current Number of FTE's	Number of FTE's Retained	Average Salary or Range of Salary	Number of FTE's to be created upon 2 years	Average Salary or Range of Salary
Owner/Executive					
Professional					
Management					
Administrative					
Production					
Other					
Total*					

See Project Supplement

Are employees currently covered by a collective bargaining agreement?
If yes, Name and Local?

_____

Are employees provided retirement benefits? __ Yes __ No

Are employees provided health benefits? __ Yes __ No

Estimate the projected monthly timeframe for the creation of new permanent jobs at project location

Year 1	1	2	3	4	5	6	7	8	9	10	11	12
Year 2	1	2	3	4	5	6	7	8	9	10	11	12

Use of Local Workforce

The Dutchess County IDA supports the use of local workforce for projects receiving benefits from the DCIDA. Answers to the following questions will assist the DCIDA in evaluating the application.

The Local Workforce Area for **permanent jobs** includes residents in the County/Cities/Towns/Villages as well as the following Counties:, Dutchess County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

If a "local workforce plan" has been developed please include that plan as an addendum to this application.

Estimate the number of residents of the labor workforce area in which the Project is located that will fill the projected new jobs to be created.

_____

How will the project developer seek out and use the local workforce.

_____

_____

_____

Projects $10,000,000 and above, which are receiving a real property tax abatement, are subject to DCIDA's Local Workforce Policy during the period of construction

The *Labor Workforce Area* for **construction jobs** under the Local Workforce Policy includes residents in the County/Cities/Towns/Villages as well as the following Counties: Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

How many construction jobs are anticipated to be created? _____

Section 4: Retail Determination

DCIDA assistance to retail projects (including hotels and restaurants) is subject to certain statutory restrictions.

To ensure compliance with Section 862 of the New York General Municipal Law, the DCIDA requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

1. Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below please complete this section.

Retail Sales ☐ Yes ☒ No Services ☐ Yes ☒ No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sales of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law or (ii) sales of a service to customers who personally visit the Project.

2. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in makes sales of good or services to customers who personally visit the project site?

☐ Yes ☒ No If yes, please continue. If no, proceed to the next section

3. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? _____% If the answer is less than 33% than proceed to the next section.

If the answer to question 2 is Yes and the answer to question 3 is greater than 33% indicate which of the following questions following apply to the project:

Is the project location or facility likely to attract a significant number of visitors from outside Dutchess County?

☐ Yes ☐ No

If yes, please provide a third party market analysis or other documentation supporting your response.

Is the predominant purpose of the project to make available goods and services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

☐ Yes ☐ No

If yes, please provide a third party market analysis or other documentation supporting your response.

Will the project preserve permanent, private sector jobs or increase the overall number of permanent private sector jobs in New York State?

☐ Yes ☐ No If yes, please explain _____

_____

_____

Is the project located in a Highly Distressed Area?

☐ Yes ☐ No

Section 5 – Inter-Municipal Move Determination

Will the project result in the removal of a plant or facility of the Applicant from one area of the State of New York to another area of the State of New York:

___ Yes X No

Will the project result in the removal of a plant or facility of *another proposed occupant* of the Project from one area of the State of New York to another area of the State of New York?

___ Yes X No

Will the Project result in the abandonment of one or more plants or facilities located in the State of New York?

___ Yes X No

If the answer to either of the foregoing questions in this subpart is positive, please explain in detail, on as many separate sheets as necessary, the reasons for the relocation, abandonment or closure, including, without limitation, (i) any considerations regarding the applicant's (or other occupant's) ability to remain competitive in its industry, and (ii) any consideration which has been given to relocating to any location outside the State of New York.

N/A

Please note that the DCIDA may ask you to provide additional information regarding the foregoing, including documentary support

Section 6 – Single or Multi-Tenant Determination

N/A

Permissible projects are defined in the NYS General Municipal Law and the IDA may not be able to grant financial assistance to all tenants of a multi-tenant project. To assist in that determination please complete the following section.

Please note if the tenant qualifies as a permissible project, the Project Applicant will be responsible for collecting the required reporting information from the tenant(s).

Please explain what market conditions support the construction of this multi-tenant facility:

_____

_____

Have any tenant leases been entered into for this project?

___ Yes ___ No

If yes, please list below and provide square footage to be leased to tenant and NAICS code for tenant and nature of business. (Attach additional sheets if necessary)

Tenant Name	Current Location (city, state, zip)	# of sq.ft leased	% of total to be occupied at project location	NAICS and business description (type of business, products, etc)

Section 7 – Representations, Certifications and Indemnification Forms

New York State
Applicant Requirements
For Industrial Development Agencies

The Applicant has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the DCIDA and as follows:

1. Absence of Conflicts of Interest

The Applicant has received from the DCIDA a list of the members, officers and employees of the DCIDA. No member, officers or employees of the DCIDA has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

N/A

2. Job Listing

In accordance with Section 858-b(2) of the New York General Municipal Law, Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed within the New York State Department of Labor, Division of Employment and Workforce Solutions (the DOL) and with the American Job Center of the service delivery area created by the federal Workforce Innovation and Opportunity Act (WIOA) in which the Project is located.

3. 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 DCIDA, except as otherwise provided by collective bargaining agreements, where applicable, the Applicant will first consider persons eligible to participate in WIOA programs who shall be referred by the American Job Center for new employment opportunities created as a result of the Project.

4. Annual Employment Reports

The Applicant understands and agrees that, if the Project receives any Financial Assistance from the DCIDA, the Applicant agrees to file, or cause to be filed, with the DCIDA, on an annual basis, reports regarding the number of people employed at the project site, salary levels and such other information as part of the DCIDA's Employment Report.

5. Fees

This obligation includes an obligation to submit DCIDA Fee Payment to the DCIDA in accordance with the DCIDA Fee policy effective as of the date of this Application.

6. Freedom of Information Law (FOIL)

The Applicant acknowledges that the DCIDA is subject to New York State's Freedom of Information Law (FOIL). Applicants understand that all project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.

7. Recapture Policy

The applicant acknowledges that is has been provided with a copy of the DCIDA's *Policy on Maintaining Performance Based Incentives*. The Applicant agrees that it fully understands the Policy on Maintaining Performance Based Incentives is applicable to the Project that is the subject of this application and the DCIDA may implement the Policy if and when it is required to do so.

Financial Reporting Requirements
Chapter 692 of the Laws of 1989 requires additional financial reporting requirements from all IDA's in New York State.

8. Sales Tax

Section 874(8) of the New York general Municipal Law requires all entities appointed as agents of the DCIDA for sales tax purposes to file an annual form, as prescribed by the New York State Department of Taxation, describing the value of sales tax exemptions claimed by the Applicant and all its subagents, consultants, or subcontractors. Copies of all filings shall be provided to the DCIDA.

The Applicant hereby agrees to complete "ST-60, IDA Appointment of Project Operator or Agent for Sales Tax Purposes" for itself and each agent, subagent, contractor, subcontractor, contractors or subcontractors of such agents and subagents and to such other parties as the Applicant chooses who provide materials, equipment, supplies or services and deliver said form to the DCIDA within fifteen (15) days of appointment such that the DCIDA can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

9. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§862 Restrictions on funds of the DCIDA. (1) No funds of the DCIDA shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the DCIDA shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

10. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations

11. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18A of the New York General Municipal Law, including, but not limited to, the provisions of Section 859a and Section 862(1) of the New York General Municipal Law.

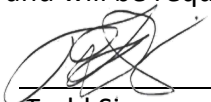
12. Bonds

a. All bonds issued, outstanding or retired during the year must indicate the following:

Month and year issued; Interest rate at year end; outstanding beginning of year; issued during year; principal payments during year; outstanding at end of year; and final maturity date. This information will be requested from you in January of each year.

b. All new bonds issued need the following supplemental information:

Name of the project; tax exemptions separated by State and local sales tax, County and school taxes; Mortgages recording; Payments in lieu of taxes; New tax revenue if no exemption is granted; number of jobs created and other economic benefits. This information is required each year and will be requested from you in September of each year.

Signature 

Print Name Todd Singer

Title Executive Vice President & Chief Financial Officer

Date 07/23/2026

HOLD HARMLESS AGREEMENT

Applicant hereby releases the Dutchess County Industrial Development DCIDA and its members, officers, servants, agents and employees thereof (the "DCIDA") from, agrees that the DCIDA shall not be liable for and agrees to indemnify, defend and hold the DCIDA harmless from and against any and all liability arising from or expense incurred by (A) the DCIDA's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the DCIDA, (B) the DCIDA's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the DCIDA with respect to the Project; including and 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 DCIDA or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the DCIDA, its agents or assigns, all costs incurred by the DCIDA in the processing of the Application, including attorneys' fees, if any. The DCIDA reserves the right at any time, as a condition to further consideration of this application, to require reimbursement of any such costs incurred, or to require a deposit against such costs and to apply such deposit to the DCIDA's costs as incurred.

Signature

Print Name Todd Singer

Title Executive Vice President & Chief Financial Officer

Date 07/23/2026

To Be Completed for Bond Financing only N/A

2) Bond Information

1. State Bond Issuance Fees: N.Y. Public Authorities Law §2976(2) levies upon the DCIDA the following (which amount must be paid to the DCIDA by the applicant):

Principal Amount of Bonds	Percentage Fees
$1,000,000 or less	.168
$1,000,000 to $ 5,000,000	.336
$5,000,001 to $ 10,000,000	.504
$10.000.001 to 20.000000	.672
More than $20,000,000	.084

2. Total Funds Required _____ Estimated Term _____

3. Indicate the date by which the proceeds of the DCIDA's bonds, if issued will be needed

Date Required _____

3) Certification

To Be Completed for Bond Financing only

N/A

_____ deposes and says that he/she is
(Name of Officer of Company submitting application)

the _____ of _____
(Title) (Company Name)

The corporation named in the attached application; that he/she has read the forgoing application and knows the contents thereof; that the same is true to his/her knowledge.

Deponent further says that the reason this verification is being made by the deponent and not by

_____ is because the said Company is a Corporation.
(Company Name)

The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her 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/her duties as an officer of and from the books and papers of said corporation.

As an officer of said corporation (hereinafter referred to as the "applicant"), deponent acknowledges and agrees that applicant shall be and is responsible for all costs incurred by the Dutchess County Industrial Development DCIDA (hereinafter referred to as the "DCIDA") acting on behalf of the applicant during the attendant negotiations and leading to the issue of bonds. If, for any reason whatsoever, the applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified time to take reasonable, proper, or request action, or withdraws, abandons, cancels, or neglects the application, or if the DCIDA or applicant are unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, applicant shall pay to the DCIDA, its' agents, or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees of bond counsel for the DCIDA and fees of general counsel for the DCIDA.* Upon successful conclusion and sale of the required bond issue, the applicant shall pay to the DCIDA an administrative fee set by the DCIDA.

_____
(Chief Officer of Company submitting)

_____ _____
Print Name Title

_____
Date

NOTARY: Sworn to me before this _____ day of _____ , 20 _____

*Applicant is responsible for payment of any State Bond Issuance Fees.

_____
Notary Public (Please Affix Stamp)

Section 8 - Local Workforce Utilization Policy and Certification

Construction jobs, though limited in time duration, are vital to the overall employment opportunities in Dutchess County. The Dutchess County Industrial Development Agency (the "Agency") has determined that Project Applicants (the "Company"), as a condition to receiving a real property tax abatement also referred to a Payment in Lieu of Taxes (PILOT) from the Agency, will be required to utilize qualified Workforce, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

For Projects $10,000,000 and Above Receiving a Real Property Tax Abatement

Local Area Defined

For projects equal to or greater than $10,000,000 the Local Area is defined as individuals residing in the following Counties (collectively, the "Local Area"): Columbia County, Dutchess County, Greene County, Orange County, Putnam County, Rockland County, Sullivan County, Ulster County and Westchester County.

Local Workforce Requirement

Companies receiving a PILOT as part of their financial assistance shall ensure that at least 80% of total work hours of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively the "Workers") working on the Project Site must reside within the Local Area. The 80% shall be measured by hours in total at the time of completion of the project. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Area to qualify under the 80% local Workforce criteria.

Local Workforce Reporting Requirement

The Local Workforce criteria will be verified based on employment, payroll and related records.

In addition, the Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy records of the Company and to perform spot checks of all Workers at the Project Site to verify compliance with the Local Workforce requirement throughout the construction period.

Enforcement

If Agency staff determines that: (1) The Local Workforce Requirement is not being met; or (2) Agency Staff, upon use if its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Workforce Requirement, then a written warning delivered by Certified Mail of said Local Workforce Requirement violation (the "Warning of Violation") shall be provided to the Company.

In the event a subsequent violation of the policy has occurred, then written notice delivered by Certified Mail of said Local Workforce Requirement violation (the "Notice of Violation") shall be provided to the Company and the Executive Director shall bring the information to the Board of Directors which may, in its discretion, take action to revoke IDA benefits.

The Company has the primary obligation for the adherence to all the conditions of this policy. This obligation cannot be relieved, evaded or diminished by assigning a Contractor or through subcontracting. Should the project applicant assign a Contractor, the Company shall continue to have primary obligation.

Projects with multiple phases or projects with multiple owner entities will be considered in whole during the enforcement period.

Waiver Request

It is understood that at certain times, Workers residing within the Local Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Utilization Requirement (the "Local Workforce Utilization Waiver Request") based on the following circumstances:

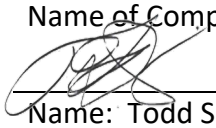
- Warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers
- Specialized construction for which qualified Local Workforce Area workers are not available;
- Significant cost differentials in bid prices whereby the use of local Workforce significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations
- Documented lack of workers meeting the Local Workforce Area requirement

The Agency shall evaluate the Local Workforce Utilization Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realizes and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

**See Project Supplement regarding waiver request.*

CHPE LLC
Name of Company



Name: Todd Singer

EVP & CFO
Title

Attachment 1 - Short Environmental Assessment Form

Please complete a Short Form Environmental Assessment Form (https://www.thinkdutchess.com/clientuploads/IDA/seafpartsoneandtwo.pdf) . Based upon the information provided in that form and elsewhere in this application, the DCIDA may require further information regarding potential environmental impacts.

If this project is likely to have a significant adverse impact on the environment (a "Type I" action), then the action is probably required to be reviewed by one or more other state or local agencies, such as a local zoning or land use authority. In that event, the DCIDA generally will not act as "lead agency," and any action by the DCIDA must await completion of the SEQRA review by the other agency. If that is not the case, i.e., if the proposed action is a "Type II" or "unlisted" action under SEQRA, the DCIDA may act independently for SEQRA purposes.

The project is permitted under New York Public Service Law Article VII, and as such is a Type II action under SEQRA, requiring no further review. A copy of the certificate from the New York Public Service Commission is available at https://chpexpress.com/wp-content/uploads/2020/03/permit-PSC.pdf.

Attachment 2 – Agency Standard Fee Schedule and other fees

DCIDA Standard Fees

APPLICATION FEE: $1,000.00

SPECIAL MEETING FEE: $500.00 per meeting

ADMINISTRATIVE FEE FOR PROJECTS INVOLVING A PILOT:

A. *For Industrial Projects (defined as Manufacturing, Distribution, Tech including software and research and development projects)*

One percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million with a minimum administrative fee of $25,000.

B*. For All other projects including Commercial Projects (defined as Mixed Use, Commercial Housing, Tourism and Retail if permitted)*

One percent (1%) of the first $25 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $25 million with a minimum administrative fee of $25,000.

ADMINISTRATIVE FEE FOR PROJECTS INVOLVING SALES TAX AND/OR MORTGAGE RECORDING TAX EXEMPTIONS ONLY, including requests for additional sales tax and mortgage tax benefits:

$5,000 plus 1% of the benefit amount.

- For active IDA projects that include a PILOT requests for additional sales and mortgage tax benefits whereas the total project cost will increase by $10,000,000 or more will be subject to the administrative fee with a PILOT schedule.

BOND ISSUANCE FEE: One percent (1%) of the first $2.5 million of the estimated project cost and one-quarter of one percent (.25%) for the estimated project in excess of $2.5 million with a minimum of $25,000.

ANNUAL COMPLIANCE FEE: $1,000.00 to be billed annually

The fee schedule outlined in this schedule does not include fees and costs related to our counsels' work with respect to your project including the public hearing fees. Applicants are also required to pay for additional fees and costs related to Local Workforce monitoring and special reports/analyses that Board may request related to the project.

All projects are reviewed for its complexity and the Executive Director has the authority to negotiate additional fees to clients for costs associated with unusual situations or extraordinary needs related to the project, including additional costs incurred as result of holding special meetings of the IDA Board. The CEO will present any modifications or additional fees from the fee schedule outlined above to the DCIDA Board for approval.

Adopted May 12, 2021
Amended January 12, 2022

Attachment 3 – Additional Community Benefit Definitions

Target Geography

Distressed Census Tract/ Area
Proposed project is located in a distressed census tract or area as defined by New York State. Project owner/applicant will be responsible for showing verification.

High Vacancy Census Tract
Proposed Project is located in a census tract with a vacancy rate of at least fifteen percent (15%), rounded to the nearest percentage point, according to the most recent census data. Project owner/applicant will be responsible for showing verification.

Transit Oriented Development
Proposed Project is located in the municipality's Transit Oriented Development Zone and is consistent with the municipality's development strategy. Project owner/applicant will be responsible for showing verification.

BID
Proposed project is located within the boundaries of the municipality's Business Improvement District. Project owner/applicant will be responsible for showing verification.

Neighborhood Plan
Proposed Project is in response to a municipal's RFP/RFI for a Neighborhood / Community Development Plan. Project owner/applicant will be responsible for showing verification.

Identified Priority

Tax Exempt / Vacant
Proposed project is located on a parcel designated tax exempt prior to the time of purchase by the project owner/ applicant/ and/or an unoccupied parcel(s) of land or building that is at least ninety (90%) vacant. Cases in which a property is vacated for the purpose of pursuing the proposed project may not be considered vacant.

Adaptive Re-use
Project that result in the rehabilitation/renovation of a distressed building or parcel

Community Catalyst
Proposed project contributes to an existing policy or initiative for improving conditions and catalyzing change in the community.

Identified Growth Area

Manufacturing / Distribution
Proposed project must result in the creation, retention or expansion of manufacturing or distribution facilities as well as the creation and/or retention of permanent jobs

Technology
Proposed project must result in the creation, retention or expansion of tech sector facilities as well as the creation and/or retention of permanent jobs

Existing Cluster
Proposed project must result in the creation, retention or expansion of facilities as well as the creation and/or retention of permanent jobs in an existing County cluster, including technology, healthcare, education and hospitality.

Investment

Proposed project invest is the amount in dollars ($) that will be spent in order to complete the project and includes but is not limited to: acquisition costs, construction hard costs, soft costs, and contingency costs required to complete the project.

Community Commitment

Minority and Woman-Owned Business Enterprise/Disadvantaged Business Enterprise Participation
Proposed project commits that at least twenty percent (20%) of the value of awarded construction of the proposed project is performed by minority or woman – owned operators. Project owner/applicant will be responsible for providing independent third-party verification upon project completion. MWBE/DBE participation goals indicate the percentage (in dollars) of a contract that must be performed by a NYS-certified woman– or minority-owned business enterprise or Federally-certified disadvantaged business enterprise. The goals may be met through an MWBE/DBE prime contractor's self-performance, a joint venture between an MWBE/DBE and non-MWBE/DBE firm, or through the use of MWBE/DBE subcontractors.

Veteran Utilization
Proposed project commits that at least ten percent (10%) of the workforce employed during construction of the proposed project are veterans. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Workforce / Affordable Housing
Proposed project commits to at least ten percent (10%) of total residential rental units are to be reserved for and/or rented to low-income households as defined by the most recently available U.S. Housing and Urban Development State Income Limits for the term of the Agency financial assistance. Project owner/applicant will be responsible for providing independent third party verification on an annual basis.

Local Workforce
Proposed project commits to at least eighty percent (80%) of construction jobs will be filled by local residents as defined in by the DCIDA Local Workforce Policy. Project owner/applicant will be responsible for providing verification until project construction completion.

Licensed Apprenticeship Program
Proposed project commits to at least fifty percent (50%) of the contractors or subcontractors maintain a New York State certified apprenticeship program. Project owner/applicant will be responsible for providing independent third party verification upon project construction completion.

Public Infrastructure
Proposed project will entail the private construction and installation of infrastructure for public benefit. Project owner/applicant will be responsible for providing independent third party verification upon project completion.

Employment

Permanent Created (New) Job
A created (new) permanent job is a new a position created over and above the business' current baseline. Construction jobs are not considered to be permanent new jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Permanent Retained Job
A permanent retained job is a position that, but for the project investment, would be removed, relocated, or eliminated. Construction jobs are not considered to be permanent retained jobs. Project owner/applicant will be responsible for reporting on an annual basis.

Construction Jobs
A construction job is a position created during the construction phase and for the purpose of completing the project. Project owner/applicant will be responsible for reporting on an annual basis until construction project completion.

CHPE LLC, or its designee (the "*Company*")
Project Supplement to Application for Financial Assistance to
Dutchess County Industrial Development Agency (the "*Agency*")

General Information

I. Project Identification:

Full Address of the site/location of the proposed project, including County and Zip Code (Page 7)

See Map attached hereto as Exhibit 1. In Dutchess County, the project has a length of ~25 miles and is buried underwater in the Hudson River.

Section 1: Applicant Information

D. Please list Principal Owners/Officers/Directors

If Applicant has a significant relationship with an affiliate company(ies), please list the name and address of such affiliate(s). (Page 9)

See Organizational Chart attached hereto as Exhibit 2. CHPE LLC, a New York State entity, is 100% owned by TDI-USA Holdings LLC, a Delaware entity. TDI-USA Holdings LLC is 100% indirectly owned by Blackstone Inc. (NYSE: BX) ("*Blackstone*").

E. Holding Company

Describe the terms and conditions of the lease between the applicant and the owner of the property. (Page 9)

In Dutchess County, transmission cables have been installed within the Hudson River via the issuance of an Interim Permit for Use of State-Owned Property ("*Interim Permit*") issued by, and an eventual Easement ("*OGS Easement*") that will be granted by, the New York State Office of General Services ("*OGS*"). OGS issued the Interim Permit to the Company in August 2022, and the OGS Easement is expected to be issued by year-end 2026.

M. Please attach a copy of most recent company annual audit. (Page 10)

CHPE LLC financials relate to construction work in progress. Please contact Todd Singer, CFO, directly regarding confidential financial information.

N. Please attach sales and income projections or a project pro forma for next 3 to 5 years. (Page 10)

N/A – The Company does not have this information by county.

Section 2: Project Description & Details

B. Project Location

Describe the proposed project and its purpose (new build, renovations, and equipment purchases). Identify specific uses occurring with the project. Describe any and all tenants and any/all end users. (Page 12)

The project covered by this Application (the "*Project*") will consist of: (a)(1) the acquisition of an interest in the Company's Interim Permit and OGS Easement in relation to submerged State-owned land located in the Towns of Red Hook, Rhinebeck, Hyde Park, Poughkeepsie, and Fishkill and the City of Poughkeepsie, Dutchess County, New York (collectively, the "*Land*"), (2) the acquisition of two five-inch diameter high-voltage direct current ("*HVDC*") transmission cables (the "*Equipment*"), and (3) the construction, installation and equipping and ownership on or under the Land of a fully-buried, up to 1,250-megawatt ("*MW*") HVDC electric transmission line and related infrastructure (the "*Improvements*", and together with the Land and Equipment, the "*Project Facility*"), all of the foregoing for use by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City, (b) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including an exemption from real property taxes for the Project Facility (but not including special district taxes) (collectively, the "*Financial Assistance*"); and (c) the lease of the Project Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the General Municipal Law.

The Project is the Dutchess County portion of a 1250-MW underwater / underground, HVDC electric transmission line from the U.S.-Canada border to New York City (the "*Transmission System*"). The Transmission System will play a key role in New York's energy transformation, lowering greenhouse gas emissions, creating jobs, and generating billions of dollars in new investment in New York's economy while delivering low-cost renewable energy to New York State.

The Company has been in discussions with the Agency regarding potential Financial Assistance for a significant period of time. However, during the course of those discussions, due to construction season windows and financing obligations, and in the interest of bringing the Transmission System to operational status within the New York Independent System Operator's (NYISO) targeted timeframe, the transmission cables have been installed in Dutchess County and no work outside of routine operation and maintenance associated with the Project remains.

Describe why the DCIDA's financial assistance is necessary and if the applicant is unable to obtain DCIDA financial assistance, what will be the impact on the Applicant and Dutchess County and/or municipality? Would the applicant proceed with the project without DCIDA assistance? (Page 12)

If the Project could be undertaken without Financial Assistance provided by the DCIDA, then provide a statement below indicating why the Project should be undertaken by the DCIDA. (Page 13)

The Company has been in periodic discussions with the Agency since 2021 regarding a potential PILOT agreement for the Project, and circumstances required the Company to move forward with development

and construction of the Transmission System. Since initial engagement with the Agency, the Company has received widespread support from other jurisdictions and industrial development agencies ("*IDAs*") for PILOT agreements covering a vast majority of the Transmission System's assets. The Company has entered into straight-lease transactions with ten IDAs for the Transmission System and is currently seeking agreements with another three IDAs. Each IDA granting financial assistance entered into PILOT agreements for submarine locations substantially similar to that proposed for Dutchess County for reasons detailed in this Application and because the IDA and/or involved tax jurisdictions (a) sought property tax certainty for a difficult-to-value asset, (b) appreciated the opportunity to avoid questions regarding the taxability of submarine improvements, (c) saw value in avoiding the time, trouble and expense of potential assessment challenges, (d) welcomed the addition of a significant revenue source to the community with no corresponding demand for municipal or school district resources, and (e) embraced Project and Agency fee activity for potential use with other local economic development and infrastructure initiatives. We believe those considerations support Financial Assistance for the Project from the Agency and suggest a PILOT agreement is appropriate.

In addition, to meet expectations of the Transmission System's pricing and economic benefits, including helping New York State achieve its environmental mandates and goals, Financial Assistance from the Agency is necessary and a PILOT agreement is appropriate for the Project.

The Company closed financing for its Transmission System on November 1, 2022 ("*Financial Close*"). The Company needs to receive the requested Agency assistance to add certainty to its financial model and comply with the financial covenants set by the banks in its financing documentation associated with the Financial Close and a supplemental financing for its Transmission System on June 11, 2026. While it would have been preferable to finalize PILOT discussions and documentation with the Agency in advance of Financial Close, the rapidly deteriorating financing environment left insufficient time, which was extraordinarily short for a financing of this type and magnitude, between arrangement of the financing and the need to close the financing. Interest rates were on track to make the Transmission System economically unfeasible. The 30-Year Treasury Yield, the closest indicator of the Transmission System's base interest cost, was rapidly increasing as the Company was attempting to negotiate its credit documentation and increased 42% in the 3-month period prior to Financial Close (and was more than 150% higher than the yield one year prior). In short, given time pressures and unfavorable economic conditions leading up to Financial Close, the Company was forced to rely upon Transmission System-wide property tax assumptions, including IDA financial assistance, and bake such terms into the financing.

The value proposition of the Transmission System to its customers is largely based on a guaranteed, predictable, price over a 40-year period. Consequently, construction costs and annual operating costs, including tax responsibilities, must be predictable throughout the term of financing for CHPE to maintain its viability. As a merchant transmission line, the Transmission System consequently cannot rely on captive ratepayers to absorb its costs. Key considerations for granting Financial Assistance to the Company include:

- Need for broad-based cost certainty, impacted by the following:

  - Operating expenses: Property taxes would be uncertain; long-term certainty is required for continued Project viability;
  - Significantly increased equipment and transmission cable costs;
  - Higher than anticipated installation costs due to fluctuating labor and commodity markets and risks associated with underground and submarine installation;
  - Ongoing exposure to interest rates – in particular, the risk premium specific to the Transmission System. Increasing costs and interest rates will continue to add financial pressure to the Transmission System and stress expected debt service coverage ratios;
- Repercussions of Transmission System delays that could have direct, negative consequences on electric ratepayers and New Yorkers, in general;
- Fixed, market-competitive pricing for New York City energy consumers;
- Addition of a reliable, always-on electricity source during a time of anticipated summer season electricity shortages in New York City;
- Provision of long-term, predictable tax revenue and environmental benefits for the region from an "invisible" project with no use of public infrastructure or services; and
- Needed to press forward with transmission cable installation during limited construction season windows in an effort to meet NYISO's targeted timeframe for commercial operation of the Transmission System and in advance of Agency consideration of the Financial Assistance.

The Transmission System induced and is expected to induce creation of significant jobs and economic activity on a Transmission System-wide basis. This included more than 1,400 unique jobs in New York State over the construction period, with total wages of approximately $0.6 billion during that period.[1] And, using economic multipliers, those jobs were and are expected to create an annual average of approximately 3,186 secondary jobs (indirect and induced) as well as $1.6 billion in new economic output during construction focused on materials providers, trucking, hospitality, food service, transportation, fuel and clothing, among other sectors,[2] and the majority of workforce sourced with union labor.

C. Zoning of Project Site

Questions relating to SEQRA requirements (Page 14)

The Transmission System is permitted under New York Public Service Law Article VII, and as such is a Type II action under SEQRA, requiring no further review. A copy of the certificate from the New York Public Service Commission is available at https://chpexpress.com/wp-content/uploads/2020/03/permit-PSC.pdf.

[1] See "Analysis of Economic, Environmental, Resiliency and Reliability Benefits to the State of New York," PA Consulting, a copy of which is available for review at https://chpexpress.com/wp-content/uploads/2021/05/PA-Consulting-Tier-4-REC-Bid-Report_05-10-2021.pdf

[2] See "Analysis of Economic, Environmental, Resiliency and Reliability Benefits to the State of New York," PA Consulting, a copy of which is available for review at https://chpexpress.com/wp-content/uploads/2021/05/PA-Consulting-Tier-4-REC-Bid-Report_05-10-2021.pdf

D. Investment (Uses and Sources)

Estimated Total Project Cost (Page 15)

The Company does not have definitive costs per mile for the Project. However, based on estimated average capital costs of the Transmission System, the cost of the Project can be estimated to be approximately $126 million.

E. Sources (Page 16)

The Transmission System's overall cost of approximately $6 billion was financed through a combination of private sector financing and Company equity. The Company's Financial Close occurred on November 1, 2022, with debt raised from a syndicate of banks and underwritten by coordinating lead arrangers Société Générale, MUFG, Mizuho and CIBC.[3] The majority of this debt has since been refinanced and/or supplemented, including through the June 11, 2026 financing. Financing was secured for the entire Transmission System and not on a county-by-county basis.

F. Project Construction Schedule

What is the proposed date for commencement of acquisition or construction of the Project? (Page 16)

Please indicate the actual or expected dates of : Construction completion: (Page 16)

Construction on the Transmission Facility commenced November 30, 2022, and commercial operation was achieved on May 13, 2026. The Project's construction period (in Dutchess County) was of a more limited nature as per the New York Public Service Commission-issued Article VII permit construction-season windows for in-water installation in the Hudson River.

Describe any contracts or agreements (options to purchase, purchase contracts, construction contracts, and equipment orders) which have been entered into with respect to the facility. (Page 16)

The Company contracted with NKT (www.nkt.com) for the engineering, manufacturing and submarine installation of the Transmission System's HVDC cables. Additional contractors were engaged for terrestrial and other installation along the Transmission System's route. Further detail can be found at https://chpexpress.com/news/champlain-hudson-power-express-announces-contractor-selection-process-complete/.

[3] See https://chpexpress.com/news/champlain-hudson-power-express-announces-financial-close/ for more detail.

Section 3: Project Evaluation and Assistance Framework

B) Additional Community Benefits (Page 17)

The Company does not have these figures by county or municipality. However, across the Transmission System's route, the Company has led and will continue to lead new initiatives to maximize workforce opportunities for disadvantaged communities, low-income individuals, and transitioning fossil fuel workers to access and build careers in New York State's green economy. Through its 20-year, $40-million *Green Economy Fund (*"*GEF*"), $2 million has been awarded to-date to eligible programs, such as but not limited to:

- Workforce development training programs that link disadvantaged and low-income New Yorkers to good jobs in the green economy with sustainable wages. Programs may apply for direct training costs, wrap-around services, and general operating expenses.
- Organizations providing wrap-around services to workers from the target communities that enable them to connect to and/or sustain themselves in good jobs and training programs. Some examples of eligible wrap-around services include transportation, technology, participant stipends, mentorship, and childcare.
- Organizations building employer partnerships to create pipelines for participants in training or job readiness programming.
- Community colleges or other educational institutions providing adult basic education and the qualifications needed to become eligible for union apprenticeships and jobs training programs with employer partnerships in the green economy for graduates.

Please see chpexpress.com/green-economy-fund-awardees for more information on the GEF and its awardees.

In addition, the Transmission System's majority workforce was sourced with union labor, in accordance with hiring commitments made to the New York State Energy Research and Development Authority("*NYSERDA*"). Over the course of its construction, the Transmission System was a major employment engine, creating 1,400 family-sustaining union jobs, with more than 7.5 million hours worked. The Company does not have a breakdown of hiring requirements or employment by county or municipality. However, its commitments to, and support from unions, are demonstrated by the following:

Prior to construction: [4]

President of The Building and Construction Trades Council of Greater New York Gary LaBarbera said, "*If New York is to maintain its leadership in green infrastructure, it is critical that we can continue to invest in development that not only spearheads these initiatives, but also creates good paying union jobs in the process . . . the beginning of yet another infrastructure project that will act as a stimulus for New York's economy and achievement of our clean energy goals. We look*

[4] See https://chpexpress.com/news/governor-hochul-announces-start-of-construction-on-339-mile-champlain-hudson-power-express-transmission-line-to-bring-clean-energy-to-new-york-city/

forward to working with CHPE and the State to provide skilled union tradesmen and tradeswomen who will effectively complete this project all while having the opportunity to pursue a middle-class career with benefits."

General Secretary-Treasurer and New England Regional Manager, Laborers' International Union of North America, Armand E. Sabitoni said, *"It is great to see the Champlain Hudson Power Express getting underway - a project which will transform the supply of clean energy in New York City while committing to using millions of hours of union labor. On behalf of our over 500,000 members, I congratulate New York State and the CHPE team on today's important milestone."*

President of the New York State Conference of Operating Engineers Thomas A. Callahan said, *"The International Union of Operating Engineers is proud to be working on this transformational project. The Champlain Hudson Power Express is a one-of-a-kind energy project which will create major economic impact throughout New York State and beyond. It will create hundreds of good union jobs that will help local workers support their families . . ."*

And, following the commencement of operations: [5]

"The launch of the Champlain Hudson Power Express is a significant milestone for New York's green infrastructure and our statewide economic development," said Gary LaBarbera, President of the New York State Building Trades. *"This moment is a representation of how true investment in clean energy can create true family-sustaining union careers, pathways to the middle class, and opportunities for our local communities and hard-working New Yorkers to flourish. Our members are proud to have played a role in pushing this project across the finish line and helping New York maintain its energy goals.*

Further, pursuant to its MWBE and SDVOB hiring commitments with NYSERDA, the Company has prioritized directing business towards qualified MWBEs and SDVOBs. The Company worked with its contractors to ensure these priorities were met throughout the construction phase of the Transmission System. The company also prioritized sourcing a variety of internal and corporate purchases from MWBE and SDVOBs, including office and safety supplies, promotional materials and clothing, and other goods and services.

D. Employment

Questions relating to Employment and Use of Local Workforce (Pages 19-20)

The Company does not have a breakdown of employment figures by county.

The Transmission System created more than 1,400 unique jobs in New York State over the 4-year construction period, with total wages of approximately $0.6 billion during that period.[6] Using

[5] See https://chpexpress.com/news/the-champlain-hudson-power-express-marks-completion-of-a-landmark-1250-mw-energy-infrastructure-project-connecting-quebec-to-new-york-city/
[6] Id.

economic multipliers, those jobs were and are expected to create an annual average of approximately 3,186 secondary jobs (indirect and induced) as well as $1.6 billion in new economic output during construction focused on materials providers, trucking, hospitality, food service, transportation, fuel and clothing, among other sectors.[7]

As a submerged and buried transmission line with no moving parts, the Project will not require day-to-day operations and maintenance efforts. Accordingly, the Project will not create permanent employment at the Project site. However, the Transmission System is anticipated to induce the creation of an annual average of 40 direct, full-time jobs and 3,219 secondary jobs in New York State during the first 25 years of operations. Those induced jobs are anticipated to generate approximately $7.3 billion in wages during the first 25 years of operation on a statewide basis.[8]

Use of Local Workforce (page 20)

Given the complex technical nature of the HVDC cables installed underwater and underground, there are only a few suppliers worldwide and installation requires specific technical expertise. This means that out of necessity much of the services needed were sourced outside of the local workforce area. However, construction contractors may have sourced locally for more generalized needs (e.g., laborers, heavy equipment operators) and smaller, less specialized supplies and services. The Company does not have a breakdown of supply logistics at such a granular level, nor does the Company have a breakdown of employment figures by county.

In addition, as the transmission cables have been installed in Dutchess County, the Company requests a waiver of the Agency's Local Workforce Area Policy in connection with the Financial Assistance and pursuant to **Section 8- Local Workforce Utilization Policy and Certification** in this Application.

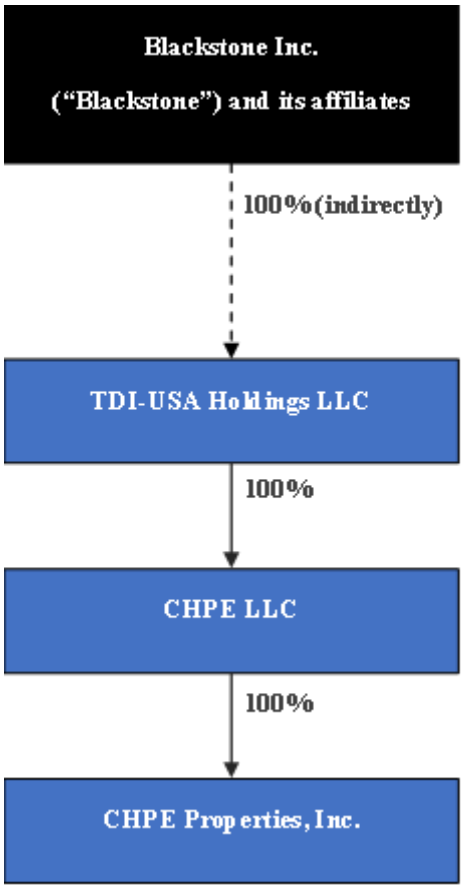
[7] Id.
[8] See "Analysis of Economic, Environmental, Resiliency and Reliability Benefits to the State of New York," PA Consulting, a copy of which is available for review at https://chpexpress.com/wp-content/uploads/2021/05/PA-Consulting-Tier-4-REC-Bid-Report_05-10-2021.pdf

Exhibit 1

Transmission System Map

Exhibit 2

Applicant Corporate Structure



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PILOT Schedule - Dutchess

($ actuals, unless noted otherwise)

Assumptions	
Length in Dutchess (miles)[1]	25.29
Est. Avg Cost per Mile	$4,989,919
Cost for Portion of Line in Dutchess	$126,189,292
Weighted Avg. Combined Tax Rate in Dutchess[2]	2.81%
Potential Initial Year Tax	$3,546,635

PILOT Calculation Schedule

PILOT Year (equivalent to Operations Year)	Potential Annual Taxes Due[3]	Adjustment Factor[4]	PILOT Payment
1	$3,546,635	75%	886,659
2	$3,598,062	75%	899,515
3	$3,650,234	75%	912,558
4	$3,703,162	75%	925,790
5	$3,756,858	75%	939,214
6	$3,811,332	70%	1,143,400
7	$3,866,597	70%	1,159,979
8	$3,922,662	70%	1,176,799
9	$3,979,541	70%	1,193,862
10	$4,037,244	70%	1,211,173
11	$4,095,784	65%	1,433,524
12	$4,155,173	65%	1,454,311
13	$4,215,423	65%	1,475,398
14	$4,276,547	65%	1,496,791
15	$4,338,557	65%	1,518,495
16	$4,401,466	60%	1,760,586
17	$4,465,287	60%	1,786,115
18	$4,530,034	60%	1,812,013
19	$4,595,719	60%	1,838,288
20	$4,662,357	60%	1,864,943
21	$4,729,961	50%	2,364,981
22	$4,798,546	50%	2,399,273
23	$4,868,125	50%	2,434,062
24	$4,938,712	40%	2,963,227
25	$5,010,324	40%	3,006,194
26	$5,082,973	40%	3,049,784
27	$5,156,677	30%	3,609,674
28	$5,231,448	20%	4,185,159
29	$5,307,304	10%	4,776,574
30	$5,384,260	5%	5,115,047
Total PILOT Payments - 30 Year Term			**$60,793,390**

(1) Based on final as-built mileages for the Project.

(2) Based on 2024 full value property tax rates for the tax jurisdictions.

(3) Does not account for any form of depreciation initially or over time or arguments regarding the taxability of project assets.

(4) Identical adjustment factor schedule used for all Submarine portions of the route.

CHAMPLAIN HUDSON POWER EXPRESS

Dutchess County PILOT Payments by Jurisdiction

(all figures in nominal $)

	Affected Jurisdictions														
	Dutchess County	**Town of Red Hook**	**Town of Rhinebeck**	**Town of Hyde Park**	**Town of Poughkeepsie**	**Town of Fishkill**	**City of Poughkeepsie**	**Red Hook CSD**	**Rhinebeck CSD**	**Hyde Park CSD**	**Poughkeepsie City SD**	**Spackenkill UFSD**	**Wappingers CSD**	**Beacon City SD**	**Total**
Share of Pmt.	7.7%	0.9%	0.3%	1.3%	9.4%	2.3%	4.3%	8.7%	2.3%	11.7%	4.5%	24.2%	8.1%	14.4%	100.0%
PILOT Agmt Yr	**PILOT Payments by Jurisdiction**														
Initial Yr of Ops	$68,430	$8,109	$2,219	$11,242	$83,094	$20,640	$37,922	$77,024	$20,639	$103,790	$39,833	$214,217	$71,479	$128,021	**$886,659**
2	$69,423	$8,227	$2,251	$11,405	$84,298	$20,939	$38,472	$78,141	$20,939	$105,295	$40,411	$217,323	$72,516	$129,877	**$899,515**
3	$70,429	$8,346	$2,283	$11,570	$85,521	$21,243	$39,030	$79,274	$21,242	$106,822	$40,997	$220,474	$73,567	$131,761	**$912,558**
4	$71,450	$8,467	$2,316	$11,738	$86,761	$21,551	$39,596	$80,423	$21,550	$108,371	$41,591	$223,671	$74,634	$133,671	**$925,790**
5	$72,486	$8,590	$2,350	$11,908	$88,019	$21,864	$40,170	$81,589	$21,863	$109,942	$42,194	$226,914	$75,716	$135,609	**$939,214**
6	$88,245	$10,457	$2,861	$14,497	$107,154	$26,617	$48,903	$99,327	$26,616	$133,843	$51,367	$276,245	$92,177	$165,091	**$1,143,400**
7	$89,525	$10,609	$2,902	$14,707	$108,708	$27,003	$49,612	$100,767	$27,002	$135,784	$52,112	$280,251	$93,513	$167,485	**$1,159,979**
8	$90,823	$10,763	$2,945	$14,921	$110,284	$27,394	$50,331	$102,228	$27,393	$137,753	$52,868	$284,314	$94,869	$169,913	**$1,176,799**
9	$92,140	$10,919	$2,987	$15,137	$111,883	$27,791	$51,061	$103,710	$27,790	$139,750	$53,634	$288,437	$96,245	$172,377	**$1,193,862**
10	$93,476	$11,077	$3,031	$15,356	$113,505	$28,194	$51,802	$105,214	$28,193	$141,777	$54,412	$292,619	$97,641	$174,876	**$1,211,173**
11	$110,636	$13,111	$3,587	$18,176	$134,343	$33,370	$61,311	$124,530	$33,369	$167,805	$64,401	$346,339	$115,566	$206,981	**$1,433,524**
12	$112,240	$13,301	$3,639	$18,439	$136,291	$33,854	$62,200	$126,335	$33,853	$170,238	$65,335	$351,361	$117,241	$209,982	**$1,454,311**
13	$113,868	$13,493	$3,692	$18,707	$138,267	$34,345	$63,102	$128,167	$34,344	$172,706	$66,282	$356,456	$118,941	$213,027	**$1,475,398**
14	$115,519	$13,689	$3,745	$18,978	$140,272	$34,843	$64,017	$130,026	$34,842	$175,211	$67,243	$361,624	$120,666	$216,116	**$1,496,791**
15	$117,194	$13,888	$3,799	$19,253	$142,306	$35,348	$64,946	$131,911	$35,347	$177,751	$68,218	$366,868	$122,416	$219,249	**$1,518,495**
16	$135,878	$16,102	$4,405	$22,323	$164,994	$40,984	$75,300	$152,942	$40,982	$206,090	$79,094	$425,357	$141,932	$254,204	**$1,760,586**
17	$137,848	$16,335	$4,469	$22,646	$167,386	$41,578	$76,392	$155,159	$41,576	$209,078	$80,241	$431,525	$143,990	$257,890	**$1,786,115**
18	$139,847	$16,572	$4,534	$22,975	$169,813	$42,181	$77,499	$157,409	$42,179	$212,110	$81,405	$437,782	$146,078	$261,629	**$1,812,013**
19	$141,875	$16,812	$4,600	$23,308	$172,276	$42,793	$78,623	$159,691	$42,791	$215,185	$82,585	$444,130	$148,196	$265,423	**$1,838,288**
20	$143,932	$17,056	$4,666	$23,646	$174,774	$43,413	$79,763	$162,007	$43,411	$218,305	$83,782	$450,570	$150,345	$269,271	**$1,864,943**
21	$182,524	$21,629	$5,917	$29,986	$221,635	$55,053	$101,150	$205,445	$55,051	$276,839	$106,247	$571,379	$190,656	$341,470	**$2,364,981**
22	$185,170	$21,943	$6,003	$30,420	$224,849	$55,852	$102,616	$208,424	$55,849	$280,853	$107,787	$579,664	$193,421	$346,421	**$2,399,273**
23	$187,855	$22,261	$6,090	$30,862	$228,109	$56,662	$104,104	$211,446	$56,659	$284,925	$109,350	$588,069	$196,225	$351,444	**$2,434,062**
24	$228,695	$27,101	$7,414	$37,571	$277,700	$68,980	$126,736	$257,415	$68,977	$346,868	$133,123	$715,915	$238,885	$427,848	**$2,963,227**
25	$232,011	$27,494	$7,522	$38,116	$281,726	$69,980	$128,574	$261,147	$69,977	$351,897	$135,053	$726,296	$242,349	$434,052	**$3,006,194**
26	$235,375	$27,892	$7,631	$38,668	$285,812	$70,995	$130,438	$264,934	$70,992	$357,000	$137,011	$736,827	$245,863	$440,346	**$3,049,784**
27	$278,586	$33,013	$9,032	$45,767	$338,282	$84,028	$154,385	$313,571	$84,024	$422,539	$162,164	$872,096	$290,999	$521,186	**$3,609,674**
28	$323,001	$38,276	$10,472	$53,064	$392,214	$97,425	$178,998	$363,563	$97,420	$489,904	$188,018	$1,011,133	$337,393	$604,278	**$4,185,159**
29	$368,645	$43,685	$11,952	$60,562	$447,638	$111,192	$204,293	$414,939	$111,187	$559,134	$214,587	$1,154,019	$385,070	$689,670	**$4,776,574**
30	$394,768	$46,780	$12,799	$64,854	$479,358	$119,071	$218,769	$444,342	$119,066	$598,754	$229,793	$1,235,794	$412,357	$738,541	**$5,115,047**
Total PILOT Payments	**$4,691,895**	**$555,995**	**$152,113**	**$770,801**	**$5,697,272**	**$1,415,186**	**$2,600,117**	**$5,281,101**	**$1,415,123**	**$7,116,319**	**$2,731,140**	**$14,687,668**	**$4,900,948**	**$8,777,710**	**$60,793,390**

CHPE LLC

Dutchess County: Estimated PILOT vs No PILOT Comparison

As of 10/6/26

($ in millions)

Operating Year	PILOT	No PILOT
1	$0.9	$3.2
2	$0.9	$3.2
3	$0.9	$3.1
4	$0.9	$3.0
5	$0.9	$2.9
6	$1.1	$2.8
7	$1.2	$2.7
8	$1.2	$2.6
9	$1.2	$2.5
10	$1.2	$2.4
11	$1.4	$2.3
12	$1.5	$2.2
13	$1.5	$2.1
14	$1.5	$2.0
15	$1.5	$1.9
16	$1.8	$1.8
17	$1.8	$1.7
18	$1.8	$1.6
19	$1.8	$1.5
20	$1.9	$1.4
21	$2.4	$1.2
22	$2.4	$1.1
23	$2.4	$1.0
24	$3.0	$0.8
25	$3.0	$0.7
26	$3.0	$0.6
27	$3.6	$0.4
28	$4.2	$0.3
29	$4.8	$0.2
30	$5.1	$0.2

Total - 30 Years	**$60.8**	**$53.8**
Variance vs. PILOT		*($7.0)*

CHPE LLC
Dutchess County: No PILOT calculation
($ in millions)

Assumptions - No PILOT		
Capital Cost	$126.2	
ORPTS adder for intangible value	0.86%	
Initial Assessed Value	$127.3	
2025-26 Weighted Average Full Value Tax Rate	2.64%	*Reflects tax rates based on 2025 assessment roll*
Assumed Annual Tax Rate Change	-1.23%	*Based on average annual change in full value tax rates for involved tax jurisdictions since the property tax cap was enacted in 2011-2012 (2012 roll - present)*
Replacement Cost New Escalation (Handy Whitman Index)	2.25%	
Depreciation Life	30	
Depreciation Floor (for Special Franchise property)	5.00%	

Depreciation Calculations																														
Operating Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**
Year	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**	**2055**	**2056**
Assessed Value	$127.3	$130.1	$133.1	$136.1	$139.1	$142.3	$145.5	$148.7	$152.1	$155.5	$159.0	$162.6	$166.2	$170.0	$173.8	$177.7	$181.7	$185.8	$190.0	$194.2	$198.6	$203.1	$207.7	$212.3	$217.1	$222.0	$227.0	$232.1	$237.3	$242.6
Straight Line Depreciation Schedule	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	1.67%	0.00%
Cumulative Depreciation %	3.33%	6.67%	10.00%	13.33%	16.67%	20.00%	23.33%	26.67%	30.00%	33.33%	36.67%	40.00%	43.33%	46.67%	50.00%	53.33%	56.67%	60.00%	63.33%	66.67%	70.00%	73.33%	76.67%	80.00%	83.33%	86.67%	90.00%	93.33%	95.00%	95.00%
Cumulative Depreciation $	$4.2	$8.7	$13.3	$18.1	$23.2	$28.5	$33.9	$39.7	$45.6	$51.8	$58.3	$65.0	$72.0	$79.3	$86.9	$94.8	$103.0	$111.5	$120.3	$129.5	$139.0	$148.9	$159.2	$169.9	$180.9	$192.4	$204.3	$216.6	$225.4	$230.5
Assessed Value Less Depreciation	$123.0	$121.5	$119.8	$117.9	$115.9	$113.8	$111.5	$109.1	$106.5	$103.7	$100.7	$97.5	$94.2	$90.6	$86.9	$82.9	$78.7	$74.3	$69.7	$64.7	$59.6	$54.2	$48.5	$42.5	$36.2	$29.6	$22.7	$15.5	$11.9	$12.1
Gross Tax Rate	2.64%	2.61%	2.57%	2.54%	2.51%	2.48%	2.45%	2.42%	2.39%	2.36%	2.33%	2.30%	2.27%	2.25%	2.22%	2.19%	2.16%	2.14%	2.11%	2.09%	2.06%	2.03%	2.01%	1.98%	1.96%	1.94%	1.91%	1.89%	1.87%	1.84%
Property Tax Estimate	**$3.2**	**$3.2**	**$3.1**	**$3.0**	**$2.9**	**$2.8**	**$2.7**	**$2.6**	**$2.5**	**$2.4**	**$2.3**	**$2.2**	**$2.1**	**$2.0**	**$1.9**	**$1.8**	**$1.7**	**$1.6**	**$1.5**	**$1.4**	**$1.2**	**$1.1**	**$1.0**	**$0.8**	**$0.7**	**$0.6**	**$0.4**	**$0.3**	**$0.2**	**$0.2**

CHPE LLC

Dutchess County Full Tax Payments by Jurisdiction

(all figures in nominal $)

	Affected Jurisdictions														
	Dutchess County	Town of Red Hook	Town of Rhinebeck	Town of Hyde Park	Town of Poughkeepsie	Town of Fishkill	City of Poughkeepsie	Red Hook CSD	Rhinebeck CSD	Hyde Park CSD	Poughkeepsie City SD	Spackenkill UFSD	Wappingers CSD	Beacon City SD	Total
Share of Pmt.	7.7%	0.9%	0.3%	1.3%	9.4%	2.3%	4.3%	8.7%	2.3%	11.7%	4.5%	24.2%	8.1%	14.4%	100.0%
PILOT Agmt Yr	**Full Tax Payments by Jurisdiction**														
1	$250,513	$29,686	$8,122	$41,155	$304,192	$75,561	$138,827	$281,972	$75,557	$379,959	$145,823	$784,213	$261,675	$468,665	**$3,245,919**
2	$244,274	$28,947	$7,919	$40,130	$296,617	$73,679	$135,370	$274,950	$73,676	$370,497	$142,192	$764,685	$255,158	$456,994	**$3,165,090**
3	$237,888	$28,190	$7,712	$39,081	$288,862	$71,753	$131,831	$267,762	$71,749	$360,811	$138,474	$744,692	$248,487	$445,046	**$3,082,337**
4	$231,350	$27,415	$7,500	$38,007	$280,924	$69,781	$128,208	$260,403	$69,778	$350,895	$134,668	$724,227	$241,658	$432,816	**$2,997,631**
5	$224,660	$26,622	$7,284	$36,908	$272,800	$67,763	$124,500	$252,872	$67,760	$340,747	$130,774	$703,282	$234,670	$420,299	**$2,910,939**
6	$217,813	$25,811	$7,062	$35,783	$264,486	$65,698	$120,706	$245,166	$65,695	$330,363	$126,789	$681,851	$227,518	$407,491	**$2,822,232**
7	$210,809	$24,981	$6,835	$34,632	$255,981	$63,585	$116,825	$237,283	$63,582	$319,740	$122,712	$659,924	$220,202	$394,387	**$2,731,478**
8	$203,645	$24,132	$6,602	$33,455	$247,281	$61,424	$112,854	$229,218	$61,421	$308,873	$118,541	$637,496	$212,718	$380,983	**$2,638,645**
9	$196,317	$23,264	$6,365	$32,252	$238,384	$59,214	$108,793	$220,970	$59,211	$297,759	$114,276	$614,557	$205,064	$367,275	**$2,543,700**
10	$188,824	$22,376	$6,122	$31,021	$229,285	$56,954	$104,641	$212,536	$56,951	$286,394	$109,914	$591,101	$197,237	$353,256	**$2,446,611**
11	$181,163	$21,468	$5,873	$29,762	$219,982	$54,643	$100,395	$203,913	$54,641	$274,774	$105,454	$567,118	$189,235	$338,924	**$2,347,345**
12	$173,331	$20,540	$5,619	$28,475	$210,472	$52,281	$96,055	$195,098	$52,278	$262,896	$100,896	$542,601	$181,054	$324,272	**$2,245,868**
13	$165,326	$19,591	$5,360	$27,160	$200,752	$49,866	$91,619	$186,087	$49,864	$250,754	$96,236	$517,542	$172,692	$309,296	**$2,142,146**
14	$157,145	$18,622	$5,095	$25,816	$190,818	$47,399	$87,085	$176,879	$47,397	$238,346	$91,474	$491,932	$164,147	$293,991	**$2,036,144**
15	$148,785	$17,631	$4,824	$24,443	$180,667	$44,877	$82,453	$167,470	$44,875	$225,667	$86,608	$465,763	$155,415	$278,351	**$1,927,827**
16	$140,244	$16,619	$4,547	$23,040	$170,296	$42,301	$77,719	$157,856	$42,299	$212,712	$81,636	$439,026	$146,493	$262,372	**$1,817,160**
17	$131,519	$15,585	$4,264	$21,606	$159,701	$39,669	$72,884	$148,035	$39,668	$199,478	$76,557	$411,712	$137,379	$246,049	**$1,704,107**
18	$122,607	$14,529	$3,975	$20,142	$148,879	$36,981	$67,945	$138,004	$36,980	$185,961	$71,369	$383,813	$128,070	$229,376	**$1,588,632**
19	$113,505	$13,450	$3,680	$18,647	$137,827	$34,236	$62,901	$127,759	$34,234	$172,156	$66,071	$355,320	$118,562	$212,348	**$1,470,696**
20	$104,210	$12,349	$3,379	$17,120	$126,540	$31,432	$57,750	$117,297	$31,431	$158,058	$60,661	$326,223	$108,854	$194,959	**$1,350,264**
21	$94,720	$11,224	$3,071	$15,561	$115,017	$28,570	$52,491	$106,615	$28,569	$143,664	$55,136	$296,515	$98,940	$177,204	**$1,227,297**
22	$85,031	$10,076	$2,757	$13,969	$103,251	$25,647	$47,122	$95,709	$25,646	$128,969	$49,496	$266,184	$88,820	$159,078	**$1,101,756**
23	$75,140	$8,904	$2,436	$12,344	$91,242	$22,664	$41,641	$84,577	$22,663	$113,967	$43,739	$235,222	$78,488	$140,575	**$973,603**
24	$65,045	$7,708	$2,109	$10,686	$78,983	$19,619	$36,046	$73,214	$19,618	$98,656	$37,863	$203,620	$67,943	$121,688	**$842,798**
25	$54,742	$6,487	$1,775	$8,993	$66,472	$16,512	$30,337	$61,617	$16,511	$83,029	$31,865	$171,367	$57,181	$102,413	**$709,301**
26	$44,228	$5,241	$1,434	$7,266	$53,706	$13,340	$24,510	$49,783	$13,340	$67,082	$25,745	$138,454	$46,199	$82,743	**$573,072**
27	$33,500	$3,970	$1,086	$5,504	$40,679	$10,105	$18,565	$37,707	$10,104	$50,811	$19,501	$104,871	$34,993	$62,673	**$434,069**
28	$22,555	$2,673	$731	$3,705	$27,388	$6,803	$12,499	$25,388	$6,803	$34,210	$13,129	$70,608	$23,560	$42,197	**$292,251**
29	$17,084	$2,025	$554	$2,807	$20,745	$5,153	$9,468	$19,230	$5,153	$25,912	$9,945	$53,481	$17,846	$31,962	**$221,363**
30	$17,254	$2,045	$559	$2,835	$20,951	$5,204	$9,562	$19,421	$5,204	$26,169	$10,043	$54,012	$18,023	$32,279	**$223,560**
Total Full Tax Payments	**$4,153,230**	**$492,163**	**$134,649**	**$682,307**	**$5,043,182**	**$1,252,712**	**$2,301,604**	**$4,674,791**	**$1,252,656**	**$6,299,311**	**$2,417,585**	**$13,001,411**	**$4,338,282**	**$7,769,962**	**$53,813,844**

PREPARED FOR:

Dutchess County Industrial Development Agency
3 Neptune Road
Poughkeepsie, NY 12601

Economic and Fiscal Impact

DRAFT – CHPE Transmission Cable Project

Dutchess County
Industrial Development Agency

NOVEMBER 2026

PREPARED BY:

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ABOUT THE STUDY

The Dutchess County Industrial Development Agency retained Camoin Associates to evaluate the potential economic and fiscal implications of the Dutchess County segment of the Champlain Hudson Power Express (CHPE). The Dutchess County segment consists of approximately 25.29 miles of submerged transmission cable buried beneath the Hudson Riverbed. Construction of this section is complete and the segment reached commercial operation in May 2026.

The analysis addresses four principal questions:

1. What economic and employment impacts could result from construction and ongoing operations?
2. How does the proposed 30-year PILOT schedule compare with the property taxes that could otherwise be generated by the project?
3. How does the proposed PILOT compare with CHPE agreements negotiated by other New York jurisdictions, particularly those involving similar submerged transmission infrastructure?
4. What other fiscal benefits, costs, and contractual provisions should Dutchess County consider, including host-community payments, special-district charges, administrative costs, and potential demands on emergency-response or other public resources?

STUDY OVERVIEW

Data Source:
CHPE LLC Application for Assistance and the Dutchess County Industrial Development Agency

Geography:
Dutchess County

Study Period:
2026

Modeling Tool:
Lightcast

Lightcast's input-output model was used to estimate the project's direct, indirect, induced, and total economic impacts. The direct impacts represent the construction spending, employment, and ongoing activity associated with the project itself. Indirect impacts result from purchases made from suppliers, while induced impacts result from household spending supported by worker earnings. Together, the indirect and induced impacts are commonly referred to as the "multiplier effect."

Primary project inputs were obtained from CHPE LLC's application and supporting materials provided by the Dutchess County Industrial Development Agency. These inputs included construction expenditures, anticipated employment, and the proposed PILOT schedule. The fiscal analysis also considers the timing and present value of the proposed payments, alternative assumptions regarding the taxes that could be generated without the PILOT, and comparable CHPE agreements executed elsewhere in New York.

DIRECT EFFECTS

This initial round of impacts is generated as a result of spending on construction and operations.

INDIRECT EFFECTS

The direct impacts have ripple effects through business-to-business spending. This spending results from the increase in demand for goods and services.

INDUCED EFFECTS

Household spending generated when employees supported by direct and indirect activity spend their earnings within the local economy.

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EXECUTIVE SUMMARY

The Dutchess County Industrial Development Agency (the Agency) received an application for financial assistance from CHPE LLC (the Applicant) for the approximately 25.29-mile portion of the Champlain Hudson Power Express transmission line located in Dutchess County (the Project). This segment consists of submarine transmission cable buried beneath the state-owned Hudson Riverbed. Construction of the Dutchess County segment is complete. The Agency commissioned Camoin Associates to assess the Project's potential economic and fiscal impacts and compare the proposed PILOT with other CHPE payment arrangements.

The following summarizes the study's principal findings. Additional details are presented in the sections that follow.

Table 1

Summary of Economic and Fiscal Findings

One-Time Contribution		
Construction Sales and Use Tax to Dutchess County		$ 3,400,000
Economic Impacts (Ongoing)		
Total Jobs		6
Direct Jobs		3
Total Earnings		$428,445
Direct Earnings		$213,852
Fiscal Impacts (Ongoing)		
Annual Sales Tax Revenue to County		$2,531
PILOT and Full Tax Comparison (30-Year Total)	**Nominal Total**	**Present Value (6.25%)**
PILOT Payments, All Dutchess Jurisdictions	$60,793,390	$20,855,514
Full Tax Estimate	$53,813,844	$30,279,197
PILOT Minus Full Tax Estimate	**$6,979,546**	**($9,423,683)**

Note: The full tax estimate uses CHPE's October 6, 2026 schedule, starting with the Project's initial assessed value and applying depreciation over time as is required by ORPTS (30-year straight-line; tax rate declining 1.23% a year). ORPTS has not provided an estimate of value over time. Present values use a 6.25% discount rate.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule; construction sales tax as reported by CHPE); Dutchess County IDA; Camoin Associates

Economic Impacts

- The Applicant estimates that the full 339-mile CHPE system will support an annual average of approximately 40 direct jobs in New York State during its first 25 years of operation. Because the application does not identify where these jobs will be located, Camoin Associates allocated employment based on route mileage, resulting in an estimated three direct jobs associated with Dutchess County.
- The direct employment is estimated to support three additional indirect and induced jobs, resulting in a total of approximately six jobs in Dutchess County.
- Project operations are estimated to support approximately $428,000 in annual earnings and $2.7 million in annual sales within the county.

- Construction-phase impacts were not calculated because the application does not provide documented county-level construction spending or employment, although the Applicant estimates that the Dutchess County segment represents approximately $126 million of the Project's approximately $6 billion total cost.

Fiscal Impacts

- The state-owned Hudson Riverbed generated no local property tax revenue before the Project. The completed transmission infrastructure creates a new source of local fiscal revenue for the 14 affected county, municipal, and school district jurisdictions.
- The proposed 30-year PILOT begins at approximately $887,000 and totals approximately $60.8 million. The Full Tax Estimate totals approximately $53.8 million over the same period. In nominal terms, the PILOT would pay approximately $7.0 million (13%) more than the Full Tax Estimate.
- At a 6.25% discount rate, the PILOT has a present value of approximately $20.9 million, compared with $30.3 million for the Full Tax Estimate. In present-value terms, the PILOT would provide approximately $9.4 million less, or about 69% of the value of the Full Tax Estimate.
- The PILOT pays more in total but is worth less today because of when the payments arrive. PILOT payments start low and rise, while the Full Tax Estimate starts high and declines as the line depreciates. The PILOT is below the Full Tax Estimate in Years 1 through 16 and above it in Years 17 through 30.
- The Full Tax Estimate reflects multiple assumptions. Sensitivity testing, which changes one input at a time, shows how the estimate responds to different assumptions:
    - **Tax rate held at 2025 level:** If tax rates stayed at their 2025 level instead of declining 1.23% a year, estimated full taxes would total approximately $61.1 million, with a present value of $33.2 million.
    - **45-year service life:** Using the service life of a similar ORPTS equipment category instead of CHPE's 30 years, estimated full taxes would total approximately $74.6 million, with a present value of $36.8 million.

  In both tests, full taxes would exceed the PILOT in nominal terms, and the PILOT's present value of $20.9 million would remain below that of full taxes. Conversely, if tax rates fall faster than assumed, estimated full taxes would be lower.
- According to CHPE, construction of the Dutchess County segment generated more than $6.8 million in sales and use taxes, of which approximately $3.4 million was directed to Dutchess County.
- Project operations are estimated to generate approximately $2,500 in annual sales tax revenue to Dutchess County.
- The proposed CHPE PILOT would generate an administrative fee to the IDA exceeding $330,000.

Comparison with Other CHPE Agreements

- The proposed Dutchess County PILOT follows the same structure as CHPE's agreements in Essex and Clinton counties, where the route is also submarine: a 30-year term, 1.45% annual growth in potential taxes, and payments that rise from 25% to 95% of estimated taxes. CHPE has described this as a standardized approach offered to IDAs along the route. Payment amounts differ because route length, project cost, and local tax rates differ.
- Clinton County provides the closest comparison. Its 34.63-mile segment through Lake Champlain has nearly the same estimated cost per mile as the Dutchess segment ($4.98 million compared with $4.99 million). Its executed PILOT totals approximately $78.9 million over 30 years, largely reflecting its longer route.

- Essex County's 56.49-mile Lake Champlain segment uses the same payment schedule structure, with an original PILOT totaling approximately $105.1 million. Essex has since replaced the affected jurisdictions' PILOT shares with Host Community Agreement payments. Available records indicate the payment schedule is unchanged.
- In all three counties, special district charges are payable outside the PILOT, and no additional local payments beyond the PILOT (or, in Essex, the replacement HCA payments) were identified.

Community Resource Impacts

- The submerged and buried transmission line does not include an occupied operating facility and is not expected to create meaningful ongoing demand for schools, roads, water, sewer, solid waste, police, fire, or emergency medical services.
- Limited demands could arise during an emergency or major inspection, repair, or replacement event. These could include emergency-management coordination, marine response, temporary traffic or navigation controls, environmental or drinking-water testing, waste removal, and shoreline staging.
- The affected jurisdictions may incur limited administrative costs associated with PILOT oversight, payment allocation, recordkeeping, and interjurisdictional coordination.

ECONOMIC IMPACT ANALYSIS

Estimates of direct economic activity associated with the construction and operation of the CHPE project were obtained from the CHPE LLC Application for Assistance and related materials provided by the Dutchess County Industrial Development Agency. Camoin Associates used Lightcast's input-output model to estimate the total economic impacts associated with the portion of this activity attributable to Dutchess County.

The Lightcast model estimates how direct economic activity generates additional activity as money circulates through the county economy. These spillover effects consist of indirect impacts generated through business-to-business purchases and induced impacts generated through household spending by affected workers. Together, these effects are commonly referred to as the "multiplier effect." See Attachment B for additional information about economic impact analysis and the Lightcast model.

CONSTRUCTION PHASE IMPACTS

Construction of the CHPE transmission system is complete. According to CHPE's application, construction began in November 2022, and the full 339-mile project cost approximately $6 billion. Statewide, construction supported more than 1,400 jobs and approximately $600 million in wages.

The application estimates that the 25.29-mile Dutchess County segment represents approximately $126 million of the total project cost. This figure is based on CHPE's average cost per mile across the full system, not on documented spending in Dutchess County. CHPE does not track construction spending, employment, or supply purchases by county, and the application does not report them.

CHPE reports that construction of the Dutchess County segment generated more than $6.8 million in sales and use taxes, of which approximately $3.4 million went to Dutchess County. These payments show that construction produced local fiscal benefits, but they do not indicate how much was spent locally or how many workers were employed in the county.

Construction-phase economic impacts were therefore not modeled for Dutchess County. Some construction activity likely occurred locally, but the available information does not provide a sufficient basis for estimating county-level impacts.

IMPACTS OF ON-SITE EMPLOYMENT

The application estimates that the full 339-mile transmission system will support an average of approximately 40 direct jobs annually in New York State during its first 25 years of operation. Although the application does not indicate where these jobs will be located, it is reasonable to assume that Dutchess County could receive some share of the associated employment because part of the transmission system passes through the county. For modeling purposes, Camoin Associates estimated Dutchess County's share based on route mileage:

Equation: *(Statewide direct employment ÷ Total project length) * Length of Dutchess County Segment =*

Approximate number of Dutchess County Jobs

Equation Components:

- Statewide direct employment: 40 jobs
- Total project length: 339 miles

- Jobs per mile: 0.118 jobs
- Dutchess County segment: 25.29 miles
- Estimated Dutchess County Share: approximately 3 jobs

The three jobs represent an assumed share of statewide operating employment, not confirmed positions located in Dutchess County. Actual employment benefits could be higher or lower depending on where CHPE's operations, administration, monitoring, and maintenance activities are based.

Economic Impact

The three direct jobs associated with CHPE operations are estimated to support three additional indirect and induced jobs in Dutchess County, generating a total of approximately $428,000 in annual earnings and $2.7 million in annual sales.

Table 2

County Economic Impact - On-Site Operations

	Jobs	Earnings	Sales
Direct	3	$ 213,852	$ 1,800,390
Indirect	1	$ 68,282	$ 217,095
Induced	2	$ 146,311	$ 696,684
Total	**6**	**$ 428,445**	**$ 2,714,168**

Source: Lightcast, Camoin Associates

FISCAL IMPACT ANALYSIS

In addition to the Project's economic impact on the local economy, there would also be a fiscal impact in terms of annual property tax and sales tax. The following section of the analysis outlines the impact of the completion of the Project on the local taxing jurisdictions in terms of the cost and/or benefit to municipal budgets.

SALES TAX REVENUE – EMPLOYEE EARNINGS

Earnings supported by CHPE's operations in Dutchess County, including the direct, indirect, and induced jobs shown in Table 2, would generate additional annual sales tax revenue. The analysis assumes that 90% of these earnings would be spent, that 70% of that spending would occur within the county, and that 25% of those purchases would be taxable at the county's 3.75% sales tax rate. Table 3 presents the resulting estimated annual county sales tax revenue.

Table 3

Annual Sales Tax Revenue, On-Site Operations

Total New Earnings	$	428,445
Total New Earnings Spent (90%)	$	385,601
Amount Spent in County (70%)	$	269,920
Amount Taxable (25%)	$	67,480
County Sales Tax Rate*		3.75%
New County Tax Revenue	**$**	**2,531**

Source: Camoin Associates

*Does not include MTA tax

PAYMENT IN LIEU OF TAXES (PILOT)

The Dutchess County segment is buried beneath the Hudson River on land owned by the State. Before the Project, the land did not generate any local property tax revenue. As a result, this analysis assumes a current property tax liability of zero, meaning PILOT payments represent new revenue to the affected jurisdictions. The completed transmission infrastructure, however, creates new taxable value.

CHPE LLC has proposed a 30-year PILOT covering 14 county, municipal, and school district jurisdictions. Payments begin at 25% of potential full property taxes and increase in steps to 95% in Year 30. CHPE's July 9, 2026 PILOT schedule calculates potential taxes using an estimated Dutchess County project cost of $126.2 million and a 2.81% weighted full value tax rate, and assumes potential taxes increase 1.45% annually. The values shown in the "potential taxes" column in the July 9 schedule are used only to set PILOT payments; the full-tax comparison in Table 4 uses CHPE's October 6 schedule.

The proposed PILOT would generate approximately $60.8 million over 30 years, with a present value of approximately $20.9 million at a 6.25% discount rate (Table 4).

Estimated Full Property Taxes: Depreciation and Key Assumptions

The PILOT is compared with an estimate of the property taxes CHPE would pay without a PILOT. That estimate depends on the Project's taxable value, which declines as the equipment ages. The New York State Office of Real Property Tax Services (ORPTS) values utility and special franchise property for property tax purposes. Its special franchise valuation guidance requires it to account for depreciation when it estimates taxable value.

In response to questions from the Dutchess County IDA, CHPE provided a full-tax schedule dated October 6, 2026, along with historical full value tax rates for the affected jurisdictions. The schedule applies depreciation to the Project's estimated reproduction cost. CHPE considers this a reasonable approximation of the ORPTS method. Table 4 uses the schedule as the full-tax baseline.

Earlier versions of this report included a full tax estimate without depreciation. Because ORPTS accounts for depreciation when valuing special franchise property, this scenario represents an unrealistic comparison and overstates potential property tax revenues. It has therefore been excluded from this analysis.

FULL-TAX CALCULATION[1]

CHPE's October 6 schedule estimates the property taxes the Project would pay without a PILOT using four main inputs: (1) the Project's initial value, (2) annual increases in value to account for rising construction costs, (3) changes in property tax rates, and (4) depreciation as the infrastructure ages.

1. **Initial assessed value.** The schedule begins with the $126.2 million project cost and adds 0.86% for intangible value, which ORPTS includes in special franchise assessments[2]:

   Initial Assessed Value = Project Cost × (1 + Intangible Adder)

   OR

   Initial Assessed Value = $126.2 million × 1.0086 = $127.3 million

2. **Change in value**. ORPTS restates the original cost of utility property in current dollars using the Handy-Whitman Index, which tracks utility construction costs. CHPE's schedule increases the Project's value by 2.25% annually:

   Assessed Value (Year t) = Initial Assessed Value × (1.0225)^(t − 1)

   By Year 30, the Project's assessed value before depreciation reaches approximately $242.6 million.

3. **Tax rate.** The schedule applies a 2.64% weighted full value tax rate based on the 2025 assessment roll and reduces it by 1.23% annually:

   Tax Rate (Year t) = 2.64% × (1 − 0.0123)^(t − 1)

   A full value tax rate is a jurisdiction's tax levy divided by the full market value of all taxable property within it. It falls when property values grow faster than the amount a jurisdiction levies. Since 2012, New York's property tax cap has generally limited annual levy growth to 2% or the rate of inflation, whichever is lower, unless voters or the governing board approve a larger increase. Over the same period, property values in the affected jurisdictions have generally grown faster than levies, particularly since 2020. As a result, full value tax rates have declined.

   CHPE derived the 1.23% from historical full value tax rates for the town and school district combinations along the route. It averaged the rates for each assessment roll from 2012 through 2025, calculated the change from one year to the next, and took the average of those annual changes. The trend has not been steady. Rates rose by an average of about 1.5% a year from 2012 through 2020 and fell by an average of about 5.6% a year from 2021 through 2025. The 1.23% average decline reflects the sharp decreases of recent years.

[1]The full-tax projection follows the reproduction cost new less depreciation (RCNLD) method described in ORPTS's published special franchise valuation procedures (footnote 3). ORPTS has not provided an estimate of the Project's value over time. According to information provided by CHPE, ORPTS has accepted CHPE's reported cost of $4.99 million per mile for the completed line and CHPE based its valuation on that cost.

[2] According to information provided by CHPE, ORPTS assigned the Project an intangible value adder of 0.86%.

By Year 30, the tax rate declines to approximately 1.84%. Combined, the higher value and lower tax rate increase full taxes before depreciation by approximately 0.99% annually.

4. **Depreciation**: CHPE's October 6 schedule depreciates the Project in a straight line over 30 years, with a minimum remaining value of 5%:

Cumulative Depreciation (Year t) = the lesser of (t ÷ 30) or 95%

This produces depreciation of approximately 3.33% for each year of asset age. For example, after 10 years, cumulative depreciation would be approximately 33.3%, leaving approximately 66.7% of the Project's value. Depreciation reaches the 95% limit in Year 29, leaving 5% of the value for the rest of the term. The 5% minimum matches ORPTS's minimum percent condition for special franchise property.

The remaining share of assessed value is multiplied by the assumed full-value tax rate:

Full Tax (Year t) = Assessed Value (Year t) × (1 − Cumulative Depreciation) × Tax Rate (Year t)

The Full Tax Estimate produces $53.8 million in tax payments over the 30-year term with a present value of approximately $30.3 million at a 6.25% discount rate (Table 4).

SUPPLEMENTAL DETAIL: UNDERSTANDING HOW THE INPUTS INFLUENCE THE OUTCOME

Tax rate: Applying the 1.23% average decline for all 30 years assumes property values in the affected jurisdictions will continue to grow faster than tax levies through 2056. If tax rates remain at their 2025 level, the full-tax estimate would increase from approximately $53.8 million to $61.1 million over 30 years, slightly more than the $60.8 million in proposed PILOT payments in nominal terms. Their present value would rise from $30.3 million to $33.2 million. If rates fall faster than 1.23% a year, as they did from 2021 through 2025, estimated full taxes would be lower. A declining rate does not mean local tax levies are falling. It means property values are growing faster than levies, so each dollar of property value pays a smaller share.

Service life: Service life determines how quickly the line depreciates. A longer service life means slower depreciation, so the line keeps more of its taxable value and generates more property tax each year. The current schedule assumes a 30-year service life. ORPTS does not have a separate category for submarine transmission cables. A similar category, Transmission Underground Conductors and Devices (Account 358.0), has a 45-year service life outside New York City and 40 years within the city. Other transmission equipment categories range from 30 to 60 years.[3] Additionally, ORPTS does allow different service lives for individual owners when supported by appropriate documentation. If the transmission line were given a 45-year service life holding all other inputs constant, estimated full taxes would rise from $53.8 million to $74.6 million, and their present value from $30.3 million to $36.8 million.

Minimum remaining value: The current Full Tax Estimate stops depreciation at 95%, so the line always keeps at least 5% of its value. This matches the minimum ORPTS applies to special franchise property. The floor only matters in Years 29 and 30, when depreciation would otherwise go past 95%. Removing the 5% floor lowers the Full Tax Estimate payment by about $0.3 million, to $53.5 million in nominal terms.

Reading Table 4

- **Column A, PILOT Payment,** shows CHPE's proposed annual payment.
- **Column B, Full Tax Estimate,** shows estimated taxes without a PILOT using the October 6 schedule. It starts from a modeled $127.3 million assessed value, incorporates annual reproduction-cost escalation of 2.25%, applies depreciation based on a 30-year assumed life with a 5% minimum remaining value, and assumes the full-value tax rate declines by 1.23% per year.

[3] New York State Department of Taxation and Finance, Office of Real Property Tax Services, *Special Franchise Assessments and Full Values Procedure for City, Town, and Village Assessment Rolls*, Parts 2 and 4. https://www.tax.ny.gov/research/property/legal/procedures/spranchise06.htm

- **Column C, PILOT vs Full Tax Estimate (A – B),** compares the Full Tax Estimate with each annual PILOT payment. Negative values in Years 1 through 16 indicate higher Full Tax Estimate payments; positive values beginning in Year 17 indicate that the PILOT would exceed estimated full taxes.
- The bottom rows summarize 30-year totals, annual averages, and present values using a 6.25% discount rate. [4]

Table 4 shows a $60.8 million proposed PILOT compared with $53.8 million under the Full Tax Estimate. The timing of payments affects the comparison. Over 30 years, the PILOT exceeds the Full Tax Estimate by about $7.0 million in nominal terms, but it is lower in Years 1 through 16 and higher in Years 17 through 30. At a 6.25% discount rate, the PILOT's present value of $20.9 million is $9.4 million (31%) below the Full Tax Estimate's present value of $30.3 million.

The PILOT's 75% initial abatement is not explained by depreciation. In Year 1, the Project retains about 97% of its value, and the Full Tax Estimate, which already reflects depreciation, is about $3.25 million. The proposed PILOT payment of $0.89 million is about 73% lower. Under CHPE's 30-year schedule, cumulative depreciation would not reach 75% until about Year 23. Depreciation explains why estimated full taxes decline over time, while the rising PILOT share, from 25% to 95% of potential taxes, explains why PILOT payments increase.

Reading Table 5

Table 5 shows how the present values in Table 4 are calculated. Each year's payment is multiplied by a discount factor that reflects how far in the future it is received. At 6.25%, a Year 1 payment is multiplied by about 0.94 and a Year 30 payment by about 0.16. The columns sum to the present values in Table 4.

In present-value terms, the Full Tax Estimate exceeds the PILOT in each of the first 16 years, and the cumulative difference reaches about $15.2 million by Year 16. The PILOT is higher in Years 17 through 30, but because those payments are discounted more heavily, they offset only about $5.8 million of that difference. Over the full term, the PILOT's present value is $9.4 million below the Full Tax Estimate. [5] In nominal terms, cumulative PILOT payments do not exceed cumulative full taxes until Year 29.

Nature of the Payment Structure

The proposed structure has features of both an incentive and a predictability mechanism. Because payments are lower in the early years, the PILOT's present value is about 31% below the Full Tax Estimate, even though it pays about $7.0 million more over 30 years in nominal terms. The PILOT also fixes payments for the full term, while full taxes would depend on future assessments, tax rates, and depreciation. That predictability benefit would be greatest if the final agreement includes a covenant waiving CHPE's right to challenge its assessment. How to weigh these features is a policy decision for the Agency.

Results by Jurisdiction

Table 6 presents the same comparison for each of the 14 jurisdictions included in CHPE's July 9 PILOT schedule and October 6 full tax schedule, and Attachment A provides annual payment schedules by jurisdiction.

[4] Camoin Associates applies a 6.25% discount rate consistently across its New York IDA analyses to support comparability among projects and ensure that differences in present value results reflect differences in project cash flows rather than discount-rate assumptions. Present value adjusts each year's payment for when it is received. For example at 6.25%, a dollar received in Year 1 is worth about 94 cents today, while a dollar received in Year 30 is worth about 16 cents. As a result, a column can have a positive 30-year total and a negative present value.

[5] The PILOT's present value is lower than the Full Tax Estimate at any discount rate above about 1.4%. At a 3% discount rate, the PILOT equals about 87% of the Full Tax Estimate in present-value terms.

Table 4

Tax Policy Comparison - All Dutchess County Jurisdictions

Year	A PILOT Payment*	B Full Tax Estimate**	C PILOT vs. Full Tax (A-B)
1	$886,659	$3,245,919	($2,359,260)
2	$899,515	$3,165,090	($2,265,575)
3	$912,558	$3,082,337	($2,169,779)
4	$925,790	$2,997,631	($2,071,840)
5	$939,214	$2,910,939	($1,971,725)
6	$1,143,400	$2,822,232	($1,678,833)
7	$1,159,979	$2,731,478	($1,571,499)
8	$1,176,799	$2,638,645	($1,461,846)
9	$1,193,862	$2,543,700	($1,349,838)
10	$1,211,173	$2,446,611	($1,235,438)
11	$1,433,524	$2,347,345	($913,821)
12	$1,454,311	$2,245,868	($791,558)
13	$1,475,398	$2,142,146	($666,748)
14	$1,496,791	$2,036,144	($539,353)
15	$1,518,495	$1,927,827	($409,332)
16	$1,760,586	$1,817,160	($56,574)
17	$1,786,115	$1,704,107	$82,007
18	$1,812,013	$1,588,632	$223,382
19	$1,838,288	$1,470,696	$367,591
20	$1,864,943	$1,350,264	$514,679
21	$2,364,981	$1,227,297	$1,137,684
22	$2,399,273	$1,101,756	$1,297,517
23	$2,434,062	$973,603	$1,460,459
24	$2,963,227	$842,798	$2,120,430
25	$3,006,194	$709,301	$2,296,893
26	$3,049,784	$573,072	$2,476,712
27	$3,609,674	$434,069	$3,175,605
28	$4,185,159	$292,251	$3,892,908
29	$4,776,574	$221,363	$4,555,211
30	$5,115,047	$223,560	$4,891,487
Total	**$60,793,390**	**$53,813,844**	**$6,979,546**
Average	**$2,026,446**	**$1,793,795**	**$232,652**
Present Value* **	**$20,855,514**	**$30,279,197**	**($9,423,683)**

Notes: The Dutchess County segment currently generates no property tax revenue (DCIDA). All PILOT payments are new revenue.
* PILOT payments per CHPE's July 9, 2026 schedule. Payments increase about 1.45% annually, except in scheduled step-up years.
** Full taxes per CHPE's Oct 6, 2026 full tax schedule: $127.3M initial value, increasing 2.25% a year, less straight-line depreciation over 30 years to a 5% floor, at a 2.64% full value tax rate declining 1.23% a year. This is CHPE's estimate; ORPTS has not provided an estimate of value over time.
*** Present value calculation assumes a 6.25% discount rate, the rate Camoin Associates applies across its New York IDA analyses.
Source: CHPE LLC (July 9, 2026 PILOT schedule; Oct. 6, 2026 full tax schedule); Dutchess County IDA; NYS ORPTS; Camoin Associates

Table 5

Present Value of Annual PILOT and Estimated Full-Tax Payments - All Jurisdictions

		Present Value of Each Year's Payment**			Running Total
Year	Discount Factor*	PILOT Payment (A)	Full Tax Estimate (B)	PILOT vs. Full Tax (A-B)	Cumulative PILOT vs. Full Tax
1	0.9412	$834,502	$3,054,983	($2,220,480)	($2,220,480)
2	0.8858	$796,803	$2,803,678	($2,006,876)	($4,227,356)
3	0.8337	$760,806	$2,569,765	($1,808,959)	($6,036,315)
4	0.7847	$726,435	$2,352,136	($1,625,700)	($7,662,015)
5	0.7385	$693,618	$2,149,753	($1,456,135)	($9,118,150)
6	0.6951	$794,739	$1,961,639	($1,166,900)	($10,285,051)
7	0.6542	$758,835	$1,786,879	($1,028,044)	($11,313,094)
8	0.6157	$724,554	$1,624,611	($900,057)	($12,213,152)
9	0.5795	$691,821	$1,474,027	($782,206)	($12,995,358)
10	0.5454	$660,567	$1,334,368	($673,801)	($13,669,159)
11	0.5133	$735,846	$1,204,921	($469,075)	($14,138,234)
12	0.4831	$702,603	$1,085,018	($382,415)	($14,520,650)
13	0.4547	$670,862	$974,031	($303,169)	($14,823,819)
14	0.4280	$640,555	$871,371	($230,817)	($15,054,636)
15	0.4028	$611,617	$776,487	($164,870)	($15,219,506)
16	0.3791	$667,412	$688,859	($21,446)	($15,240,953)
17	0.3568	$637,261	$608,002	$29,259	($15,211,694)
18	0.3358	$608,472	$533,461	$75,011	($15,136,682)
19	0.3160	$580,983	$464,808	$116,176	($15,020,507)
20	0.2975	$554,737	$401,643	$153,094	($14,867,413)
21	0.2800	$662,094	$343,591	$318,503	($14,548,910)
22	0.2635	$632,183	$290,301	$341,882	($14,207,027)
23	0.2480	$603,623	$241,444	$362,180	($13,844,848)
24	0.2334	$691,625	$196,711	$494,914	($13,349,934)
25	0.2197	$660,379	$155,814	$504,565	($12,845,369)
26	0.2068	$630,546	$118,483	$512,063	($12,333,306)
27	0.1946	$702,403	$84,465	$617,938	($11,715,368)
28	0.1831	$766,481	$53,524	$712,958	($11,002,410)
29	0.1724	$823,336	$38,156	$785,180	($10,217,230)
30	0.1622	$829,815	$36,268	$793,547	($9,423,683)
Present Value* **		**$20,855,514**	**$30,279,197**	**($9,423,683)**	

Notes: Values are each year's Table 4 payment multiplied by that year's discount factor. Column totals equal the present values in Table 4.

* Discount factor = 1 ÷ (1 + 6.25%)^Year. Payments are treated as received at the end of each year, so Year 1 is discounted one full year. This is the same convention as the present value row in Table 4.

** Present value as of the start of Year 1 (2027 assessment year), in today's dollars.

*** 6.25% discount rate, the rate Camoin Associates applies across its New York IDA analyses.

Source: CHPE LLC (July 9, 2026 PILOT schedule; Oct. 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Table 6

PILOT vs Full Tax Comparison by Jurisdiction - 30-Year Totals and Present Values

Jurisdiction	A - PILOT Payment	B - Full Tax Estimate	C - PILOT vs. Full Tax (A - B)
Dutchess County			
Total	$4,691,895	$4,153,230	$538,665
Present Value	$1,609,581	$2,336,879	($727,298)
Town of Red Hook			
Total	$555,995	$492,163	$63,832
Present Value	$190,737	$276,923	($86,186)
Town of Rhinebeck			
Total	$152,113	$134,649	$17,464
Present Value	$52,183	$75,763	($23,579)
Town of Hyde Park			
Total	$770,801	$682,307	$88,494
Present Value	$264,428	$383,911	($119,483)
Town of Poughkeepsie			
Total	$5,697,272	$5,043,182	$654,090
Present Value	$1,954,481	$2,837,625	($883,143)
Town of Fishkill			
Total	$1,415,186	$1,252,712	$162,474
Present Value	$485,488	$704,858	($219,370)
City of Poughkeepsie			
Total	$2,600,117	$2,301,604	$298,513
Present Value	$891,985	$1,295,033	($403,048)
Red Hook CSD			
Total	$5,281,101	$4,674,790	$606,311
Present Value	$1,811,711	$2,630,344	($818,632)
Rhinebeck CSD			
Total	$1,415,123	$1,252,656	$162,467
Present Value	$485,466	$704,826	($219,361)
Hyde Park CSD			
Total	$7,116,319	$6,299,311	$817,008
Present Value	$2,441,293	$3,544,406	($1,103,112)
Poughkeepsie City SD			
Total	$2,731,140	$2,417,584	$313,556
Present Value	$936,933	$1,360,291	($423,358)
Spackenkill UFSD			
Total	$14,687,668	$13,001,411	$1,686,257
Present Value	$5,038,687	$7,315,447	($2,276,759)
Wappingers CSD			
Total	$4,900,948	$4,338,282	$562,666
Present Value	$1,681,298	$2,441,002	($759,704)
Beacon City SD			
Total	$8,777,712	$7,769,964	$1,007,748
Present Value	$3,011,243	$4,371,891	($1,360,648)

Notes: Full taxes use CHPE's October 6, 2026 inputs (value +2.25% a year; tax rate −1.23% a year); depreciation follows CHPE's 30-year straight-line schedule. PILOT payments and full taxes are allocated to jurisdictions using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Jurisdiction amounts will change if the final shares differ. Present value at 6.25%.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

PILOT COMPARISON ANALYSIS

Camoin Associates reviewed available PILOT agreements and related public materials for other New York counties along the CHPE route to provide context for the proposed Dutchess County PILOT. The comparison includes Essex County and Clinton County, where the CHPE route is also submarine and agreement terms are available.

These arrangements are not directly interchangeable. They cover different route lengths, rely on different project-cost and local tax-rate assumptions, and distribute payments among different combinations of counties, municipalities, and school districts. Agreements elsewhere along the route have also included host-community benefits, school district benefits, economic-development payments, administrative fees, and contractual protections outside the PILOT itself. The comparison is therefore intended to describe the range and structure of other CHPE payment arrangements and to show where the Dutchess County proposal fits within that range. It does not determine whether the proposed Dutchess County PILOT is fair or appropriate.

Earlier versions of this report also included Greene County and the Warren–Washington counties. These comparisons were removed because the CHPE route in those counties is partly overland, which makes their costs, valuation, and payment terms less relevant when evaluating a fully submarine segment like the one in Dutchess County.

Dutchess County

The proposed Dutchess County PILOT covers approximately 25.29 miles of submarine transmission cable buried beneath the Hudson Riverbed. The proposal provides for a 30-year PILOT beginning at approximately $887,000 and generating approximately $60.8 million in nominal payments over the full term.

The schedule assumes that potential property taxes increase by 1.45% annually. However, the PILOT payment itself does not increase by only 1.45% every year. The payment is calculated by applying an adjustment factor, or abatement percentage, to potential taxes. The abatement remains constant for several years and then decreases at specified intervals. As a result, PILOT payments increase by approximately 1.45% during years when the adjustment factor is unchanged but rise more substantially when the abatement is reduced.

The PILOT begins at 25% of estimated potential taxes, corresponding to a 75% adjustment, and increases to 95% of estimated taxes in Year 30. Special district charges are outside the requested exemption and are therefore not included in the proposed PILOT savings.

Essex County

The Essex County segment is also submarine and uses the same payment-schedule structure as the Dutchess proposal. It includes approximately 56.49 miles of submarine cable through Lake Champlain, more than twice the length of the Dutchess segment.

The original Essex County PILOT provides for a 30-year payment schedule beginning at approximately $1.53 million in Year 1 and totaling approximately $105.1 million. Like the Dutchess proposal, the original Essex schedule applies 1.45% annual growth to potential taxes and begins at 25% of estimated full taxes before increasing to 95% in Year 30. The agreement also requires applicable special assessments and special ad valorem levies to be paid outside the PILOT.

More recent records show that Essex County and the affected towns and school districts approved a Host Community Agreement (HCA) and an amended and restated PILOT arrangement in 2025 and 2026. Under this arrangement, the affected jurisdictions would withdraw from the original PILOT and receive HCA payments in

place of their PILOT shares. The HCA therefore appears to change the legal form of the payments rather than provide an additional payment stream.

Available municipal records indicate that the payment schedule would remain unchanged, and CHPE states that the Essex County HCA payments follow the same schedule as the original PILOT. However, the final executed HCA and a complete current payment schedule were not located. The original $105.1 million schedule is therefore used here to compare the structure of the Essex and Dutchess payments, but it may not reflect every term of Essex County's current arrangement.

Sources:

Essex County original PILOT agreement: **https://www.essexcountyida.com/wp-content/uploads/2024/10/Champlain-Hudson-Power-Express-PILOT-Agreement.pdf**

Essex County authorization of amended arrangement: **https://www.co.essex.ny.us/BdOfSupervisors/Minutes/2026_80_20260629_Ways%20and%20Means%20Committee%206-29-2026.htm**

Clinton County

The Clinton County segment includes approximately 34.63 miles of submarine cable through Lake Champlain, located within the Towns of Ausable, Beekmantown, Champlain, Chazy, Peru, and Plattsburgh and the Village of Rouses Point. The County of Clinton Industrial Development Agency approved the project in January 2022, and the PILOT agreement is dated as of June 1, 2022.

The Clinton County PILOT provides for a 30-year payment schedule beginning at approximately $1.15 million in Year 1, increasing to $6.64 million in Year 30, and totaling approximately $78.9 million. The schedule follows the same structure as the Dutchess proposal: potential taxes increase by 1.45% annually, and payments begin at 25% of estimated full taxes before increasing to 95% in Year 30.

The payments are fixed dollar amounts. CHPE calculated them from an estimated Clinton County project cost of $172.3 million, or about $4.98 million per mile, and a 2.67% weighted full value tax rate, before accounting for depreciation. The agreement states that the assessed value of the line does not affect the payment amounts. CHPE's original 2020 application proposed $63.7 million in payments based on a $135.7 million cost estimate. In December 2021, CHPE raised its cost estimate, which increased the 30-year total to $78.9 million.

Payments are shared among 12 jurisdictions (Clinton County, six towns, one village, and four school districts) based on the miles of cable within each jurisdiction, adjusted for differences in tax rates. Each jurisdiction's share is fixed for the full term. As in Dutchess and Essex, special assessments and special ad valorem levies are payable outside the PILOT. No additional local payments were identified beyond the PILOT.

Sources:

- CHPE LLC, Application for Financial Assistance to the County of Clinton Industrial Development Agency (October 9, 2020)
- CHPE LLC, Capital Cost Update Letter with original and updated PILOT schedules (December 15, 2021)
- County of Clinton Industrial Development Agency and CHPE LLC, Payment in Lieu of Tax Agreement (dated as of June 1, 2022)

Comparison Considerations

The proposed Dutchess County PILOT follows the same payment structure used in both comparison counties: a 30-year term, 1.45% annual growth applied to potential taxes, and an abatement that declines from 75% to 5%. In its Clinton County application, CHPE described this structure as part of a standardized approach offered to IDAs along the route, with variation expected mainly in counties where the cable is installed underground.

Clinton County is the closest comparison to Dutchess. Both segments are entirely submarine, and CHPE's estimated cost per mile is nearly identical: $4.98 million in Clinton and $4.99 million in Dutchess. Clinton's higher total, $78.9 million compared with $60.8 million, likely reflects its longer route among other possible variables. Essex County uses the same schedule structure over a route more than twice as long as Dutchess, and its payments have since been restructured as HCA payments without changing the original schedule.

Across all three counties, special district charges are treated consistently: they sit outside the PILOT and represent an additional cost beyond the scheduled payments shown here. None of the three arrangements includes additional local payments beyond the PILOT or, in Essex, the HCA payments that replace it.

Table 7

CHPE PILOT Comparison Summary

Topic	Dutchess County	Essex County	Clinton County
Route and infrastructure	25.29 submarine miles beneath the Hudson Riverbed	56.49 submarine miles through Lake Champlain	34.63 submarine miles through Lake Champlain
Agreement status	Proposed in 2026	Original PILOT executed in 2021-2022; revised to use Host Community Agreement payments in 2025–2026	Approved January 2022; PILOT agreement executed in 2022 (dated as of June 1, 2022)
Term	30 years	30 years	30 years
Year 1 PILOT/ payment	$887,000	$1.53 million	$1.15 million
Year 30 PILOT/ payment	$5.12 million	$8.84 million	$6.64 million
30-year PILOT/ payment total	$60.8 million	$105.1 million	$78.9 million
Additional local payments	None identified outside the proposed PILOT	HCA payments replace the original PILOT payments; they are not an additional payment	None identified outside the PILOT.
PILOT Schedule annual growth and step-ups	Potential taxes increase 1.45% annually; PILOT payments also rise when the abatement is reduced	Potential taxes increase by 1.45% annually, with additional payment increases when the abatement is reduced	Potential taxes increase 1.45% annually; PILOT payments also rise when the abatement is reduced
Special districts	Special district charges are payable outside the PILOT.	Special district charges are payable outside the payment arrangement.	Special district charges are payable outside the PILOT.
Key details and caveats	Begins at 25% of modeled taxes and reaches 95% in Year 30	The payment structure was changed from a PILOT to Host Community Agreements. Essex County materials indicate that the original payment schedule and financial terms remain unchanged and the schedule is the same as Dutchess County	Begins at 25% of modeled taxes and reaches 95% in Year 30, the same schedule structure as Dutchess. Payments are fixed dollar amounts based on a $172.3 million estimated cost and a 2.67% weighted tax rate. The total rose from $63.7 million in the 2020 application after CHPE raised its cost estimate. Payments are shared among 12 jurisdictions by cable miles, adjusted for tax rates.

Source: Camoin Associates

POTENTIAL IMPACTS ON COMMUNITY RESOURCES

Because the Dutchess County segment is submerged and buried beneath the Hudson Riverbed and does not include an occupied operating facility, it is not expected to create demand for schools, roads, water, sewer, solid waste, police, fire, or emergency medical services. The project will not generate new residents, routine vehicle trips, wastewater, or a continuing municipal solid-waste stream.

The project underwent state and federal environmental review covering transportation and traffic, infrastructure, recreation, public health and safety, hazardous materials and waste, water resources, and other potential impacts. Project permits require the implementation of measures intended to avoid or minimize adverse effects. Additional information is available through the **US Department of Energy's CHPE environmental review**.

Limited demands on community resources could arise during an emergency or major inspection, repair, or replacement event. These could include coordination with emergency management and marine-response personnel, temporary traffic or navigation controls, environmental testing, removal of repair-related waste, and use of shoreline staging areas. These demands would be rare and not part of routine project operations.

Dutchess County and the affected jurisdictions may also incur limited administrative costs associated with PILOT oversight, payment allocation, recordkeeping, and interjurisdictional coordination. However, the available information does not provide a basis for estimating a specific annual municipal-service cost attributable to the project. It may therefore be appropriate to confirm whether CHPE would reimburse local jurisdictions for extraordinary costs associated with emergency response, environmental or drinking-water testing, traffic or navigation control, marine patrol, or major repair activities.

CHPE reports that the value of the transmission line is currently being challenged. Valuation challenges can consume county, municipal, and school district resources and make annual tax revenue less predictable. A PILOT would fix CHPE's annual payments for the term. If the final PILOT agreement also includes a covenant waiving CHPE's right to challenge its assessment, it would avoid the cost and uncertainty of future valuation disputes.

ATTACHMENT A: PILOT SCHEDULES BY JURISDICTION

Tax Policy Comparison - Dutchess County

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$68,430	$250,513	(182,082)
2	$69,423	$244,274	(174,852)
3	$70,429	$237,888	(167,459)
4	$71,450	$231,350	(159,900)
5	$72,486	$224,660	(152,173)
6	$88,245	$217,813	(129,568)
7	$89,525	$210,809	(121,285)
8	$90,823	$203,645	(112,822)
9	$92,140	$196,317	(104,177)
10	$93,476	$188,824	(95,348)
11	$110,636	$181,163	(70,527)
12	$112,240	$173,331	(61,091)
13	$113,868	$165,326	(51,458)
14	$115,519	$157,145	(41,626)
15	$117,194	$148,785	(31,591)
16	$135,878	$140,244	(4,366)
17	$137,848	$131,519	6,329
18	$139,847	$122,607	17,240
19	$141,875	$113,505	28,370
20	$143,932	$104,210	39,722
21	$182,524	$94,720	87,804
22	$185,170	$85,031	100,139
23	$187,855	$75,140	112,715
24	$228,695	$65,045	163,650
25	$232,011	$54,742	177,269
26	$235,375	$44,228	191,147
27	$278,586	$33,500	245,086
28	$323,001	$22,555	300,446
29	$368,645	$17,084	351,561
30	$394,768	$17,254	377,514
Total	**$4,691,895**	**$4,153,230**	**538,665**
Average	**$156,396**	**$138,441**	**17,956**
Present Value* **	**$1,609,581**	**$2,336,879**	**(727,298)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Town of Red Hook

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$8,109	$29,686	(21,577)
2	$8,227	$28,947	(20,720)
3	$8,346	$28,190	(19,844)
4	$8,467	$27,415	(18,948)
5	$8,590	$26,622	(18,033)
6	$10,457	$25,811	(15,354)
7	$10,609	$24,981	(14,372)
8	$10,763	$24,132	(13,370)
9	$10,919	$23,264	(12,345)
10	$11,077	$22,376	(11,299)
11	$13,111	$21,468	(8,357)
12	$13,301	$20,540	(7,239)
13	$13,493	$19,591	(6,098)
14	$13,689	$18,622	(4,933)
15	$13,888	$17,631	(3,744)
16	$16,102	$16,619	(517)
17	$16,335	$15,585	750
18	$16,572	$14,529	2,043
19	$16,812	$13,450	3,362
20	$17,056	$12,349	4,707
21	$21,629	$11,224	10,405
22	$21,943	$10,076	11,867
23	$22,261	$8,904	13,357
24	$27,101	$7,708	19,393
25	$27,494	$6,487	21,007
26	$27,892	$5,241	22,651
27	$33,013	$3,970	29,043
28	$38,276	$2,673	35,603
29	$43,685	$2,025	41,660
30	$46,780	$2,045	44,736
Total	**$555,995**	**$492,163**	**63,832**
Average	**$18,533**	**$16,405**	**2,128**
Present Value* **	**$190,737**	**$276,923**	**(86,186)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Town of Rhinebeck

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$2,219	$8,122	(5,903)
2	$2,251	$7,919	(5,669)
3	$2,283	$7,712	(5,429)
4	$2,316	$7,500	(5,184)
5	$2,350	$7,284	(4,934)
6	$2,861	$7,062	(4,201)
7	$2,902	$6,835	(3,932)
8	$2,945	$6,602	(3,658)
9	$2,987	$6,365	(3,377)
10	$3,031	$6,122	(3,091)
11	$3,587	$5,873	(2,286)
12	$3,639	$5,619	(1,981)
13	$3,692	$5,360	(1,668)
14	$3,745	$5,095	(1,350)
15	$3,799	$4,824	(1,024)
16	$4,405	$4,547	(142)
17	$4,469	$4,264	205
18	$4,534	$3,975	559
19	$4,600	$3,680	920
20	$4,666	$3,379	1,288
21	$5,917	$3,071	2,847
22	$6,003	$2,757	3,247
23	$6,090	$2,436	3,654
24	$7,414	$2,109	5,306
25	$7,522	$1,775	5,747
26	$7,631	$1,434	6,197
27	$9,032	$1,086	7,946
28	$10,472	$731	9,741
29	$11,952	$554	11,398
30	$12,799	$559	12,239
Total	**$152,113**	**$134,649**	**17,464**
Average	**$5,070**	**$4,488**	**582**
Present Value* **	**$52,183**	**$75,763**	**(23,579)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Town of Hyde Park

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$11,242	$41,155	(29,913)
2	$11,405	$40,130	(28,725)
3	$11,570	$39,081	(27,511)
4	$11,738	$38,007	(26,269)
5	$11,908	$36,908	(25,000)
6	$14,497	$35,783	(21,286)
7	$14,707	$34,632	(19,925)
8	$14,921	$33,455	(18,535)
9	$15,137	$32,252	(17,115)
10	$15,356	$31,021	(15,664)
11	$18,176	$29,762	(11,586)
12	$18,439	$28,475	(10,036)
13	$18,707	$27,160	(8,454)
14	$18,978	$25,816	(6,838)
15	$19,253	$24,443	(5,190)
16	$22,323	$23,040	(717)
17	$22,646	$21,606	1,040
18	$22,975	$20,142	2,832
19	$23,308	$18,647	4,661
20	$23,646	$17,120	6,526
21	$29,986	$15,561	14,425
22	$30,420	$13,969	16,451
23	$30,862	$12,344	18,517
24	$37,571	$10,686	26,885
25	$38,116	$8,993	29,122
26	$38,668	$7,266	31,402
27	$45,767	$5,504	40,264
28	$53,064	$3,705	49,358
29	$60,562	$2,807	57,756
30	$64,854	$2,835	62,019
Total	**$770,801**	**$682,307**	**88,494**
Average	**$25,693**	**$22,744**	**2,950**
Present Value* **	**$264,428**	**$383,911**	**(119,483)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Town of Poughkeepsie

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$83,094	$304,192	(221,099)
2	$84,298	$296,617	(212,319)
3	$85,521	$288,862	(203,342)
4	$86,761	$280,924	(194,163)
5	$88,019	$272,800	(184,781)
6	$107,154	$264,486	(157,332)
7	$108,708	$255,981	(147,274)
8	$110,284	$247,281	(136,997)
9	$111,883	$238,384	(126,501)
10	$113,505	$229,285	(115,779)
11	$134,343	$219,982	(85,639)
12	$136,291	$210,472	(74,181)
13	$138,267	$200,752	(62,484)
14	$140,272	$190,818	(50,546)
15	$142,306	$180,667	(38,361)
16	$164,994	$170,296	(5,302)
17	$167,386	$159,701	7,685
18	$169,813	$148,879	20,934
19	$172,276	$137,827	34,449
20	$174,774	$126,540	48,233
21	$221,635	$115,017	106,618
22	$224,849	$103,251	121,597
23	$228,109	$91,242	136,867
24	$277,700	$78,983	198,717
25	$281,726	$66,472	215,254
26	$285,811	$53,706	232,106
27	$338,282	$40,679	297,603
28	$392,213	$27,388	364,825
29	$447,638	$20,745	426,893
30	$479,358	$20,951	458,407
Total	**$5,697,272**	**$5,043,182**	**654,090**
Average	**$189,909**	**$168,106**	**21,803**
Present Value* **	**$1,954,481**	**$2,837,625**	**(883,143)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Town of Fishkill

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$20,640	$75,561	(54,920)
2	$20,939	$73,679	(52,739)
3	$21,243	$71,753	(50,509)
4	$21,551	$69,781	(48,230)
5	$21,864	$67,763	(45,899)
6	$26,617	$65,698	(39,081)
7	$27,003	$63,585	(36,582)
8	$27,394	$61,424	(34,030)
9	$27,791	$59,214	(31,422)
10	$28,194	$56,954	(28,759)
11	$33,370	$54,643	(21,272)
12	$33,854	$52,281	(18,426)
13	$34,345	$49,866	(15,521)
14	$34,843	$47,399	(12,555)
15	$35,348	$44,877	(9,529)
16	$40,984	$42,301	(1,317)
17	$41,578	$39,669	1,909
18	$42,181	$36,981	5,200
19	$42,793	$34,236	8,557
20	$43,413	$31,432	11,981
21	$55,053	$28,570	26,484
22	$55,852	$25,647	30,204
23	$56,662	$22,664	33,997
24	$68,980	$19,619	49,361
25	$69,980	$16,512	53,468
26	$70,995	$13,340	57,654
27	$84,028	$10,105	73,924
28	$97,425	$6,803	90,622
29	$111,192	$5,153	106,039
30	$119,071	$5,204	113,867
Total	**$1,415,186**	**$1,252,712**	**162,474**
Average	**$47,173**	**$41,757**	**5,416**
Present Value* **	**$485,488**	**$704,858**	**(219,370)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - City of Poughkeepsie

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$37,922	$138,827	(100,905)
2	$38,472	$135,370	(96,898)
3	$39,030	$131,831	(92,801)
4	$39,596	$128,208	(88,612)
5	$40,170	$124,500	(84,330)
6	$48,903	$120,706	(71,803)
7	$49,612	$116,825	(67,213)
8	$50,331	$112,854	(62,523)
9	$51,061	$108,793	(57,732)
10	$51,802	$104,641	(52,839)
11	$61,311	$100,395	(39,084)
12	$62,200	$96,055	(33,855)
13	$63,102	$91,619	(28,517)
14	$64,017	$87,085	(23,068)
15	$64,946	$82,453	(17,507)
16	$75,300	$77,719	(2,420)
17	$76,392	$72,884	3,507
18	$77,499	$67,945	9,554
19	$78,623	$62,901	15,722
20	$79,763	$57,750	22,013
21	$101,150	$52,491	48,658
22	$102,616	$47,122	55,494
23	$104,104	$41,641	62,463
24	$126,736	$36,046	90,690
25	$128,574	$30,337	98,238
26	$130,438	$24,510	105,928
27	$154,385	$18,565	135,820
28	$178,998	$12,499	166,499
29	$204,293	$9,468	194,825
30	$218,769	$9,562	209,208
Total	**$2,600,117**	**$2,301,604**	**298,513**
Average	**$86,671**	**$76,720**	**9,950**
Present Value* **	**$891,985**	**$1,295,033**	**(403,048)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.
Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Red Hook CSD

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$77,024	$281,972	(204,948)
2	$78,141	$274,950	(196,810)
3	$79,274	$267,762	(188,488)
4	$80,423	$260,403	(179,980)
5	$81,589	$252,872	(171,283)
6	$99,327	$245,166	(145,840)
7	$100,767	$237,283	(136,516)
8	$102,228	$229,218	(126,990)
9	$103,710	$220,970	(117,260)
10	$105,214	$212,536	(107,322)
11	$124,530	$203,913	(79,383)
12	$126,335	$195,098	(68,762)
13	$128,167	$186,087	(57,920)
14	$130,026	$176,879	(46,853)
15	$131,911	$167,470	(35,559)
16	$152,942	$157,856	(4,915)
17	$155,159	$148,035	7,124
18	$157,409	$138,004	19,405
19	$159,691	$127,759	31,933
20	$162,007	$117,297	44,710
21	$205,445	$106,615	98,830
22	$208,424	$95,709	112,715
23	$211,446	$84,577	126,870
24	$257,415	$73,214	184,201
25	$261,147	$61,617	199,530
26	$264,934	$49,783	215,151
27	$313,571	$37,707	275,864
28	$363,563	$25,388	338,176
29	$414,939	$19,230	395,710
30	$444,342	$19,421	424,922
Total	**$5,281,101**	**$4,674,790**	**606,311**
Average	**$176,037**	**$155,826**	**20,210**
Present Value* **	**$1,811,711**	**$2,630,344**	**(818,632)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%. Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Rhinebeck CSD

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$20,639	$75,557	(54,918)
2	$20,939	$73,676	(52,737)
3	$21,242	$71,749	(50,507)
4	$21,550	$69,778	(48,227)
5	$21,863	$67,760	(45,897)
6	$26,616	$65,695	(39,079)
7	$27,002	$63,582	(36,581)
8	$27,393	$61,421	(34,028)
9	$27,790	$59,211	(31,421)
10	$28,193	$56,951	(28,758)
11	$33,369	$54,641	(21,272)
12	$33,853	$52,278	(18,426)
13	$34,344	$49,864	(15,520)
14	$34,842	$47,397	(12,555)
15	$35,347	$44,875	(9,528)
16	$40,982	$42,299	(1,317)
17	$41,576	$39,667	1,909
18	$42,179	$36,980	5,200
19	$42,791	$34,234	8,557
20	$43,411	$31,431	11,980
21	$55,051	$28,568	26,483
22	$55,849	$25,646	30,203
23	$56,659	$22,663	33,996
24	$68,977	$19,618	49,358
25	$69,977	$16,511	53,466
26	$70,992	$13,340	57,652
27	$84,024	$10,104	73,920
28	$97,420	$6,803	90,617
29	$111,187	$5,153	106,034
30	$119,066	$5,204	113,862
Total	**$1,415,123**	**$1,252,656**	**162,467**
Average	**$47,171**	**$41,755**	**5,416**
Present Value* **	**$485,466**	**$704,826**	**(219,361)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Hyde Park CSD

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$103,790	$379,959	(276,169)
2	$105,295	$370,497	(265,202)
3	$106,822	$360,811	(253,989)
4	$108,371	$350,895	(242,524)
5	$109,942	$340,747	(230,805)
6	$133,843	$330,363	(196,520)
7	$135,784	$319,740	(183,956)
8	$137,753	$308,873	(171,120)
9	$139,750	$297,759	(158,009)
10	$141,777	$286,394	(144,617)
11	$167,805	$274,774	(106,970)
12	$170,238	$262,896	(92,658)
13	$172,706	$250,754	(78,048)
14	$175,211	$238,346	(63,135)
15	$177,751	$225,667	(47,915)
16	$206,090	$212,712	(6,622)
17	$209,078	$199,478	9,600
18	$212,110	$185,961	26,148
19	$215,185	$172,156	43,029
20	$218,305	$158,058	60,247
21	$276,839	$143,664	133,174
22	$280,853	$128,969	151,884
23	$284,925	$113,967	170,958
24	$346,868	$98,656	248,212
25	$351,897	$83,029	268,868
26	$357,000	$67,082	289,918
27	$422,539	$50,811	371,728
28	$489,904	$34,210	455,694
29	$559,134	$25,912	533,221
30	$598,754	$26,169	572,585
Total	**$7,116,319**	**$6,299,311**	**817,008**
Average	**$237,211**	**$209,977**	**27,234**
Present Value* **	**$2,441,293**	**$3,544,406**	**(1,103,112)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Poughkeepsie City SD

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$39,833	$145,823	(105,990)
2	$40,411	$142,192	(101,781)
3	$40,997	$138,474	(97,477)
4	$41,591	$134,668	(93,077)
5	$42,194	$130,774	(88,580)
6	$51,367	$126,789	(75,421)
7	$52,112	$122,712	(70,600)
8	$52,868	$118,541	(65,673)
9	$53,634	$114,276	(60,641)
10	$54,412	$109,914	(55,502)
11	$64,401	$105,454	(41,053)
12	$65,335	$100,896	(35,561)
13	$66,282	$96,236	(29,954)
14	$67,243	$91,474	(24,230)
15	$68,218	$86,608	(18,389)
16	$79,094	$81,636	(2,542)
17	$80,241	$76,557	3,684
18	$81,405	$71,369	10,035
19	$82,585	$66,071	16,514
20	$83,782	$60,661	23,122
21	$106,247	$55,136	51,110
22	$107,787	$49,496	58,291
23	$109,350	$43,739	65,611
24	$133,123	$37,863	95,260
25	$135,053	$31,865	103,188
26	$137,011	$25,745	111,266
27	$162,164	$19,501	142,664
28	$188,018	$13,129	174,889
29	$214,587	$9,945	204,643
30	$229,793	$10,043	219,750
Total	**$2,731,140**	**$2,417,584**	**313,556**
Average	**$91,038**	**$80,586**	**10,452**
Present Value* **	**$936,933**	**$1,360,291**	**(423,358)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.
Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Spackenkill UFSD

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$214,217	$784,213	(569,997)
2	$217,323	$764,685	(547,362)
3	$220,474	$744,692	(524,218)
4	$223,671	$724,227	(500,556)
5	$226,914	$703,282	(476,368)
6	$276,245	$681,851	(405,606)
7	$280,251	$659,924	(379,674)
8	$284,314	$637,496	(353,182)
9	$288,437	$614,557	(326,121)
10	$292,619	$591,101	(298,482)
11	$346,339	$567,118	(220,779)
12	$351,361	$542,601	(191,240)
13	$356,456	$517,542	(161,086)
14	$361,624	$491,932	(130,307)
15	$366,868	$465,763	(98,895)
16	$425,357	$439,026	(13,668)
17	$431,525	$411,712	19,813
18	$437,782	$383,813	53,969
19	$444,130	$355,320	88,810
20	$450,570	$326,223	124,346
21	$571,379	$296,515	274,864
22	$579,664	$266,184	313,480
23	$588,069	$235,222	352,847
24	$715,915	$203,620	512,295
25	$726,296	$171,367	554,929
26	$736,827	$138,454	598,373
27	$872,096	$104,871	767,225
28	$1,011,133	$70,608	940,526
29	$1,154,019	$53,481	1,100,538
30	$1,235,794	$54,012	1,181,782
Total	**$14,687,668**	**$13,001,411**	**1,686,257**
Average	**$489,589**	**$433,380**	**56,209**
Present Value* **	**$5,038,687**	**$7,315,447**	**(2,276,759)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Wappingers CSD

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$71,479	$261,675	(190,195)
2	$72,516	$255,158	(182,643)
3	$73,567	$248,487	(174,920)
4	$74,634	$241,658	(167,024)
5	$75,716	$234,670	(158,953)
6	$92,177	$227,518	(135,342)
7	$93,513	$220,202	(126,689)
8	$94,869	$212,718	(117,849)
9	$96,245	$205,064	(108,819)
10	$97,641	$197,237	(99,597)
11	$115,566	$189,235	(73,669)
12	$117,241	$181,054	(63,813)
13	$118,941	$172,692	(53,751)
14	$120,666	$164,147	(43,481)
15	$122,416	$155,415	(32,999)
16	$141,932	$146,493	(4,561)
17	$143,990	$137,379	6,611
18	$146,078	$128,070	18,008
19	$148,196	$118,562	29,634
20	$150,345	$108,854	41,492
21	$190,656	$98,940	91,716
22	$193,421	$88,820	104,601
23	$196,225	$78,488	117,737
24	$238,885	$67,943	170,942
25	$242,349	$57,181	185,167
26	$245,863	$46,199	199,664
27	$290,999	$34,993	256,006
28	$337,393	$23,560	313,832
29	$385,070	$17,846	367,225
30	$412,357	$18,023	394,334
Total	**$4,900,948**	**$4,338,282**	**562,666**
Average	**$163,365**	**$144,609**	**18,756**
Present Value* **	**$1,681,298**	**$2,441,002**	**(759,704)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

Tax Policy Comparison - Beacon City SD

Year	A PILOT Payment**	B Full Tax Estimate*	C PILOT vs. Full Tax (A-B)
1	$128,021	$468,665	(340,644)
2	$129,877	$456,995	(327,117)
3	$131,761	$445,046	(313,286)
4	$133,671	$432,816	(299,145)
5	$135,609	$420,299	(284,689)
6	$165,091	$407,491	(242,400)
7	$167,485	$394,387	(226,902)
8	$169,913	$380,983	(211,070)
9	$172,377	$367,275	(194,898)
10	$174,876	$353,256	(178,380)
11	$206,981	$338,924	(131,943)
12	$209,982	$324,272	(114,290)
13	$213,027	$309,296	(96,269)
14	$216,116	$293,991	(77,875)
15	$219,249	$278,351	(59,102)
16	$254,204	$262,372	(8,169)
17	$257,890	$246,049	11,841
18	$261,629	$229,376	32,253
19	$265,423	$212,348	53,075
20	$269,272	$194,959	74,312
21	$341,470	$177,204	164,266
22	$346,421	$159,078	187,343
23	$351,444	$140,575	210,870
24	$427,848	$121,688	306,160
25	$434,052	$102,413	331,639
26	$440,346	$82,744	357,602
27	$521,186	$62,673	458,513
28	$604,278	$42,197	562,081
29	$689,670	$31,962	657,708
30	$738,541	$32,279	706,262
Total	**$8,777,712**	**$7,769,964**	**1,007,748**
Average	**$292,590**	**$258,999**	**33,592**
Present Value* **	**$3,011,243**	**$4,371,891**	**(1,360,648)**

*Full tax per CHPE's October 6, 2026 full tax schedule. ** PILOT per CHPE's July 9, 2026 schedule. *** Present value at 6.25%.

Note: PILOT payments and full taxes are allocated using CHPE's proposed July 9, 2026 PILOT shares, which remain under Agency review. Amounts will change if the final shares differ.

Source: CHPE LLC (July 9, 2026 PILOT schedule; October 6, 2026 full tax schedule); Dutchess County IDA; Camoin Associates

ATTACHMENT B: WHAT IS ECONOMIC IMPACT ANALYSIS?

An economic impact analysis describes how "new" money entering a region influences the local economy. This "new" money can be generated in two ways:

1. When an industry, event, or policy brings new revenue into the region that would otherwise not exist.
2. When an industry, event, or policy retains revenue that would have otherwise left the region.

Economic impact analyses can also assess the negative economic implications of "losing" a particular business, industry, or attraction, which results in money leaving the region.

Economic impacts do not occur when spending simply shifts from one business or industry to another because of a new facility. For example, town residents attending a game at a new football stadium instead of going to the local movie theater will not generate a new economic impact. However, if town leaders decide to host a concert series at the new football stadium, new visitation and spending related to the concert series would create an economic impact.

Understanding Economic Impacts

Economic impacts are typically broken down into direct, indirect, and induced effects.

Direct Effects are the new activities under investigation.

- Example: The sale of RVs from a new manufacturer in Elkhart, IN, to the rest of the country

Indirect Effects reflect the extent of local supply chains for the activity being analyzed.

- Example: The steel, tires, and cabinets purchased by the RV manufacturer in Elkhart, IN, from local suppliers, the purchases made by those suppliers from their local suppliers, and so on

Induced Effects represent the actions of employees who are supported by direct and indirect activities.

- Example: An employee who works for the RV company's primary tire supplier in Elkhart, IN, purchases groceries at the local supermarket.

Traditionally, the three types of effects are evaluated in terms of jobs, labor income or earnings, industry output or sales, and value-added or gross regional product. The sum of the direct, indirect and induced effects is equal to the total economic impact.

Estimating Economic Impacts

An input-output (I-O) model is used to estimate these effects. In the US, I-O models are derived from the Bureau of Economic Analysis' National Income and Product Accounts. These accounts provide the economic "recipe" each industry follows to produce its output. This includes the value of inputs purchased from other industries, as well as the contributions of labor, taxes paid, and a measure of profits.

I-O models also capture household spending patterns. All of these inputs are adjusted for each study area based on the estimated portion of goods and services that businesses and households purchase from local suppliers. Adjustments are also made for in-commuting by workers who then take their earnings home and spend them outside the region.

The resulting "multipliers" show, for each direct dollar spent in the region, how many additional dollars (or cents) are generated at local suppliers (indirect) and providers of goods and services to households (induced). For example, suppose an industry has a multiplier of 2.5, for every positive or negative change to that industry. In this case, the total effect on the regional economy will be 2.5 times the original change.

Benefits of an Economic Impact Analysis

Economic impact analysis is a flexible tool that can be used to quantify the benefit/cost of a particular project, asset, or industry. To yield the most accurate results, studies of this nature rely heavily on high-quality data and research-based assumptions. A well-crafted economic impact analysis can be used by governments, businesses, and organizations to clearly tell a story about how a specific change will affect a given economic environment.

ATTACHMENT C: DATA SOURCES

Lightcast (formerly Emsi Burning Glass) is a global leader in labor market analytics, offering a data platform that gives a comprehensive, nuanced, and up-to-date picture of labor markets at all scales from national to local. Key components of the platform include traditional labor market information, job postings analytics, talent profile data, compensation data, and skills analytics. Lightcast integrates government data with information from online job postings, talent profiles, and resumes to produce timely intelligence on the state of the labor market. Job and compensation data is available by industry, occupation, educational program, and skill type. Click to learn more.

Esri ArcGIS Business Analyst combines proprietary statistical models covering demographic, business, and spending data with map-based analytics to offer insights on market opportunities for industries, businesses, and sites. Business Analyst integrates datasets covering a wide range of topics including demographics, consumer spending, market potential, customer segmentation, business locations, traffic counts, and crime indexes, which can be overlaid spatially to produce customizable maps and uncover market intelligence. Data can be pulled for standard and custom geographies, allowing for valuable comparison between places. Click to learn more.

ABOUT CAMOIN ASSOCIATES

Camoin Associates is a nationally recognized leader in economic development consulting with more than 25 years of experience helping communities understand, strengthen, and capitalize on their economic assets. Our team combines rigorous analysis, strategic insight, and industry expertise to help clients make informed investments and achieve measurable economic results.

Since 1999, Camoin Associates has worked with local and state governments, economic development organizations, nonprofits, and private-sector clients across the country to attract investment, support businesses, create jobs, and build more resilient and prosperous economies. To learn more about our experience and projects in all of our service lines, please visit our website at www.camoinassociates.com. You can also find us on LinkedIn, Facebook, and YouTube.

The Project Team

Rachel Selsky
Title: CEO
Role: Project Principal

Dawn Hammond
Title: Senior Analyst
Role: Project Analyst

Service Lines

Strategic and Organizational Planning

Real Estate Development Analytics and Advisory

Housing Needs Assessment

Target Industry Analytics and Strategy

Workforce Development and Talent Retention

Entrepreneurship and Innovation

Prospecting and Business Attraction

Economic and Fiscal Impact Analysis

Leading action to grow your economy

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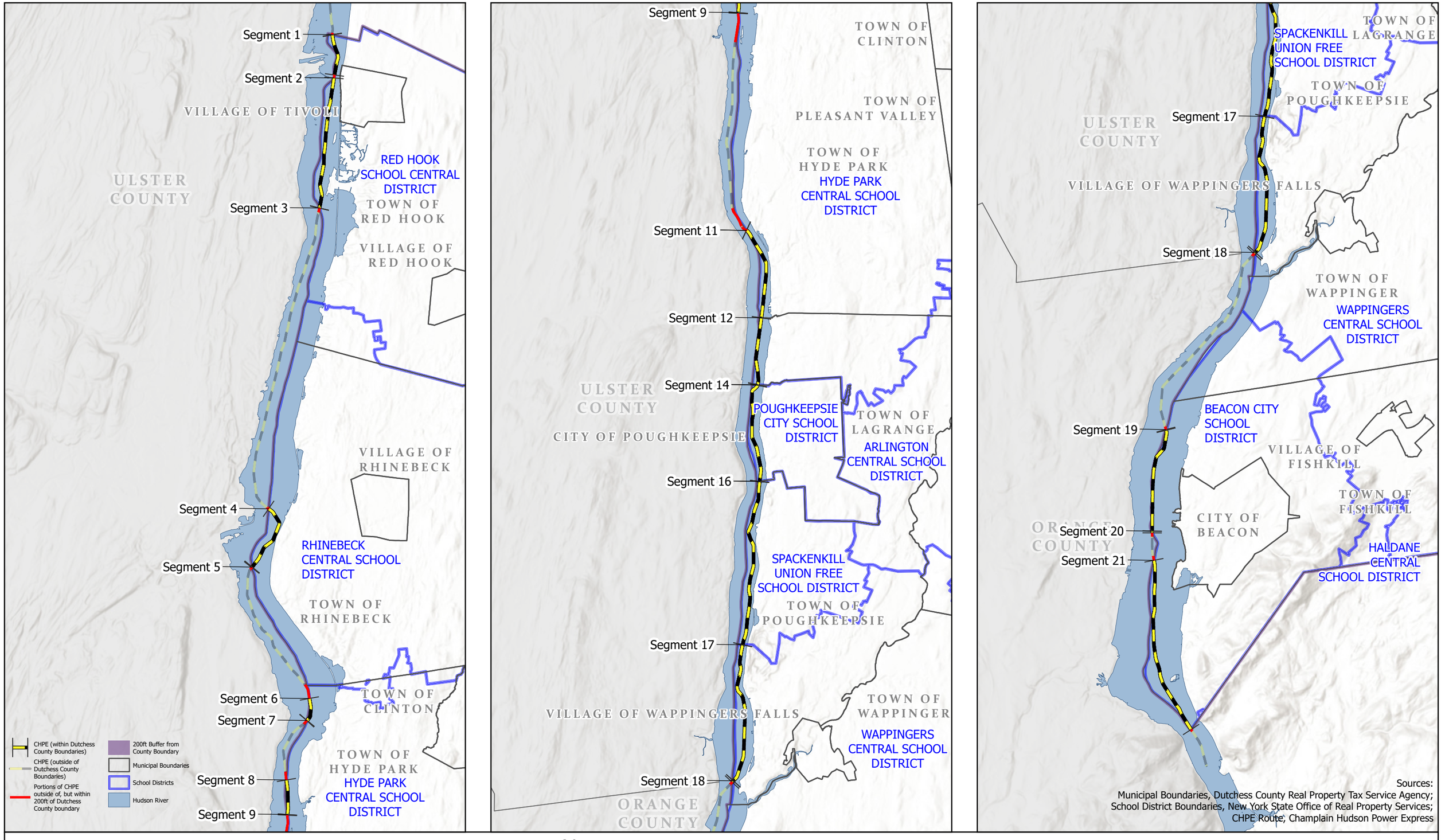
Champlain Hudson Power Express (CHPE) Project



Sources:
Municipal Boundaries, Dutchess County Real Property Tax Service Agency;
School District Boundaries, New York State Office of Real Property Services;
CHPE Route, Champlain Hudson Power Express

Produced by Dutchess County Department of Planning & Development
October 2026

N

1 inch equals 10,000 feet

0 1.25 2.5 5 Miles

This map is intended for planning purposes only.
The Department of Planning & Development shall not be held liable for any misuse or misrepresentation of the information contained herein.
No guarantee of accuracy or completeness is intended nor implied.

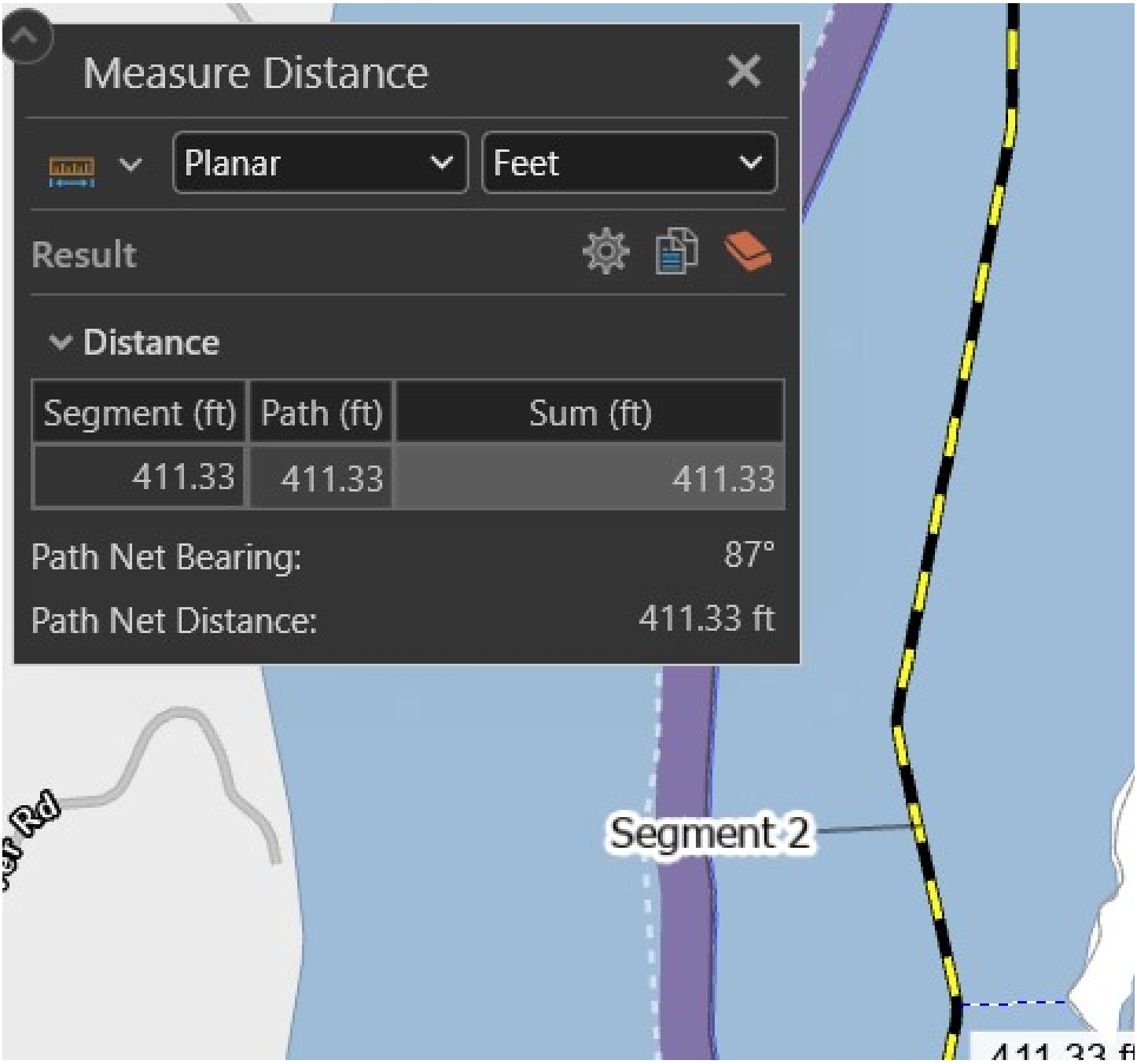
Robin Mack

From: Wickstead, Ian <iwickstead@dutchessny.gov>
Sent: Monday, October 12, 2026 9:44 PM
To: Wrafter, Eoin; Robin Mack
Cc: Rigolino, Devin; Cocozza, Jennifer
Subject: Re: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

You don't often get email from iwickstead@dutchessny.gov. Learn why this is important

Hi Eoin -

No parcels intersect with the power line. Here are some of the nearest approaches for reference (other parcels jutting out into the Hudson like Dennings Point and Bannerman's Island are not shown but are about 800-1000'+ from the mapped cable at their nearest points). I'm out of the office on Tuesday, but will follow up after that if you need anything further.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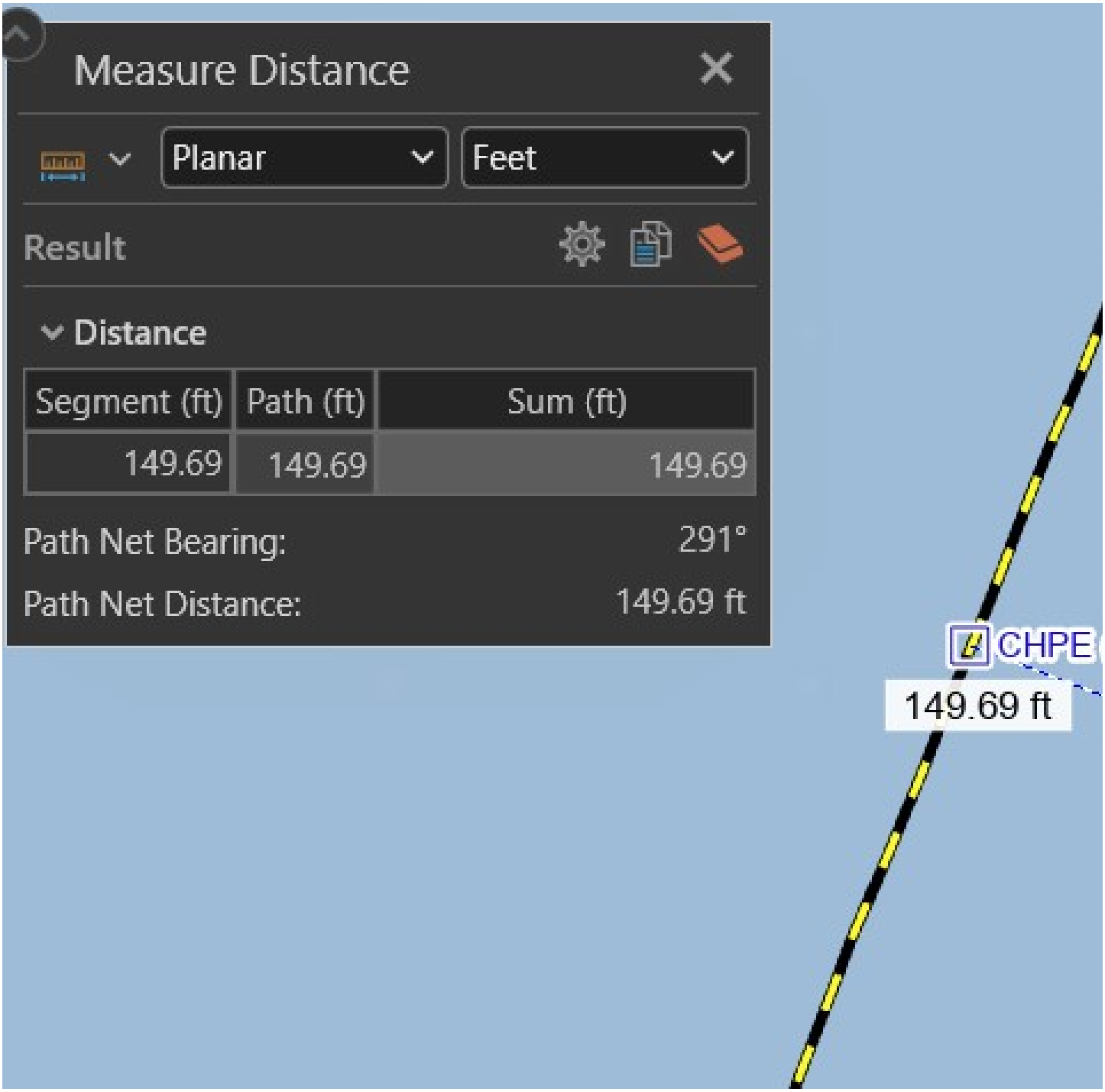
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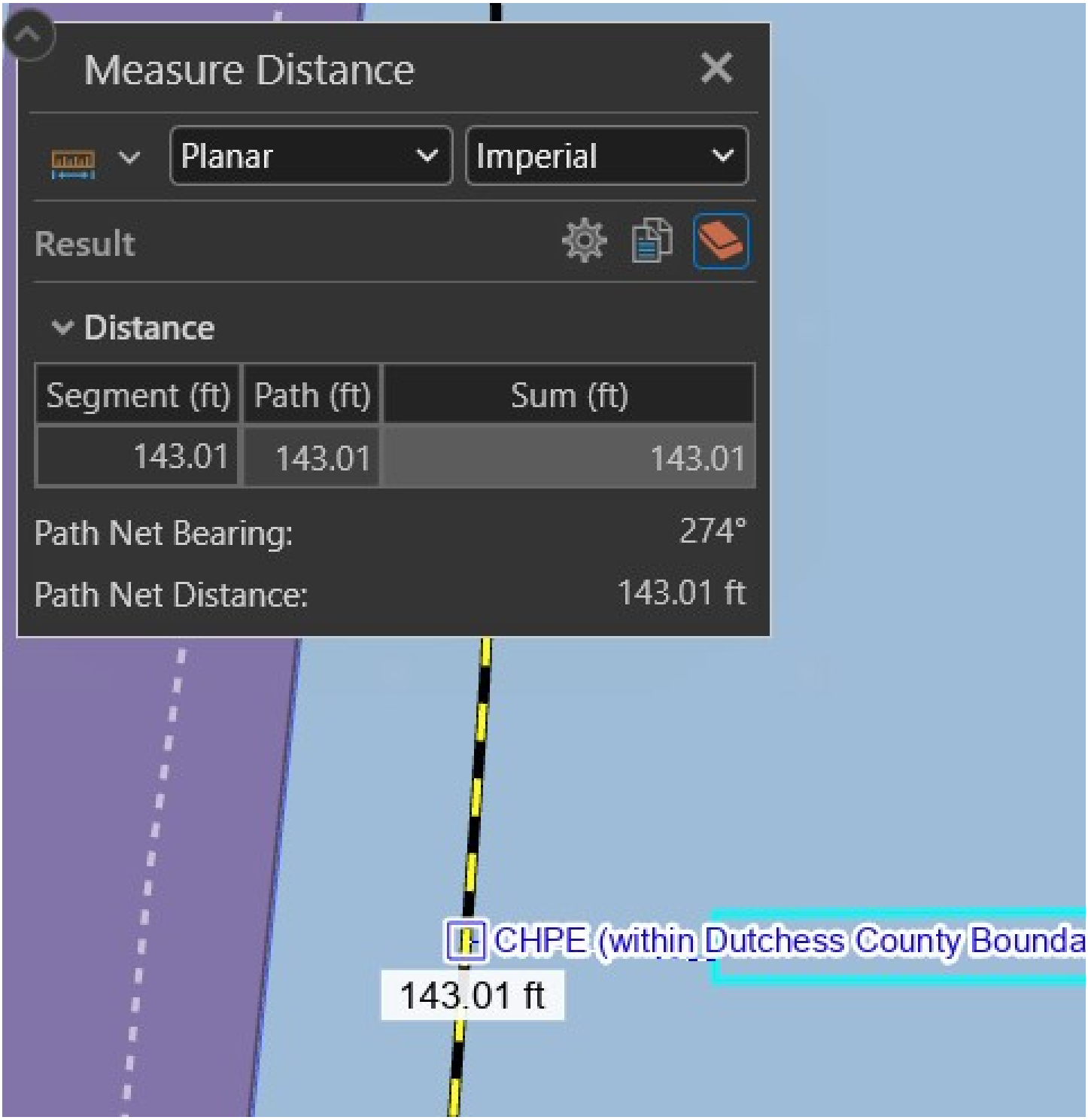
CHPE
149.69 ft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CHPE (within Dutchess County Bounda
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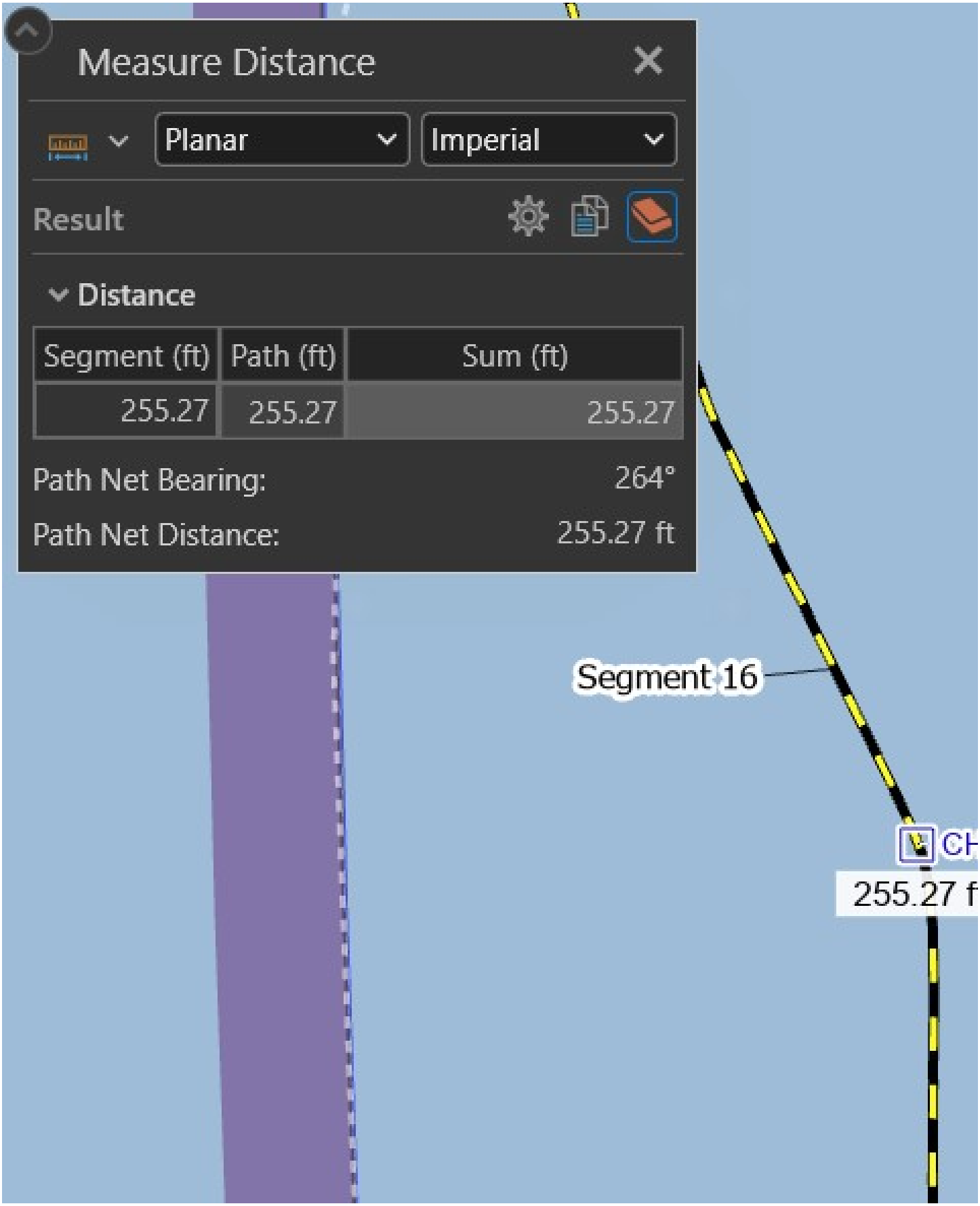
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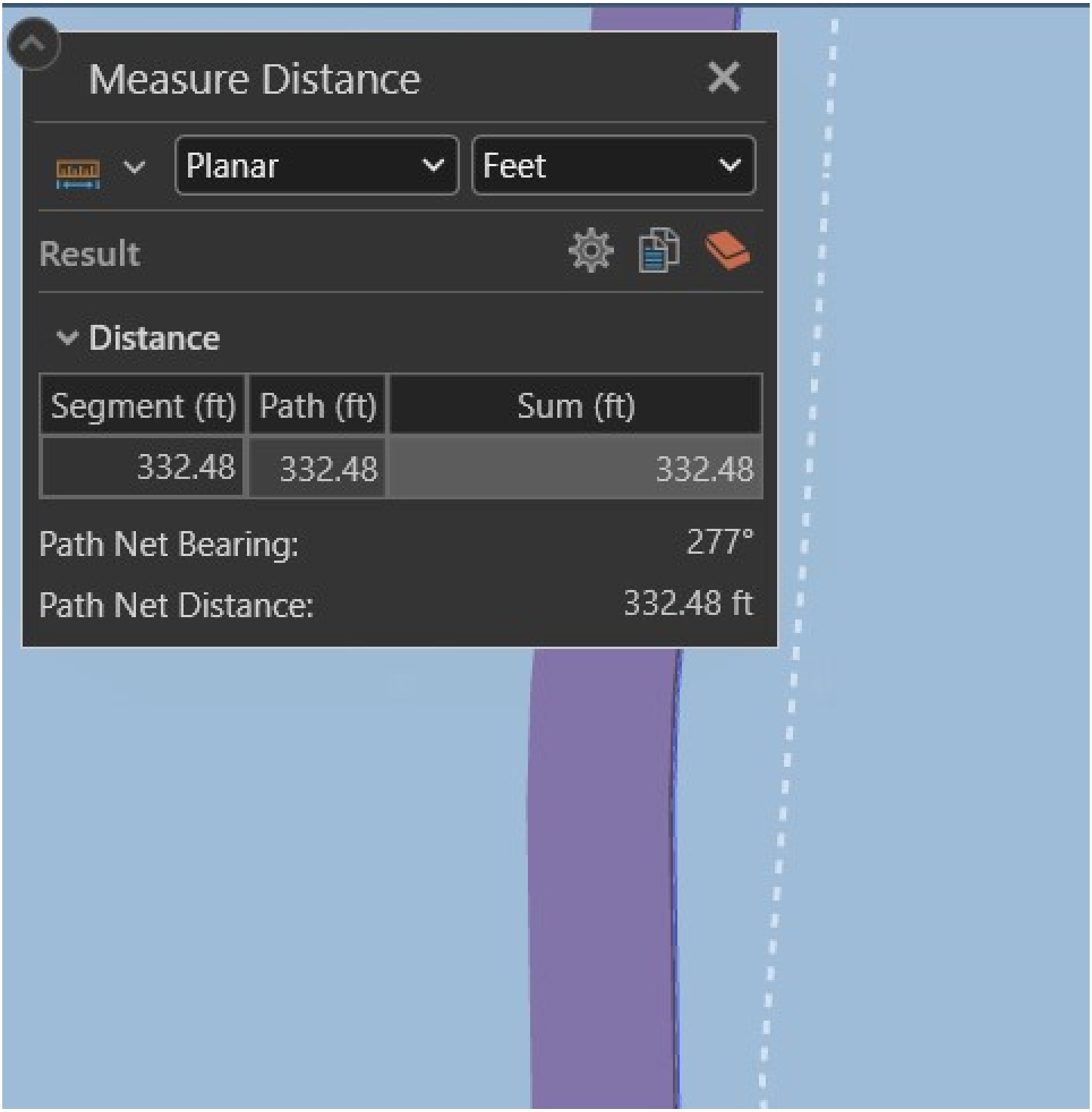
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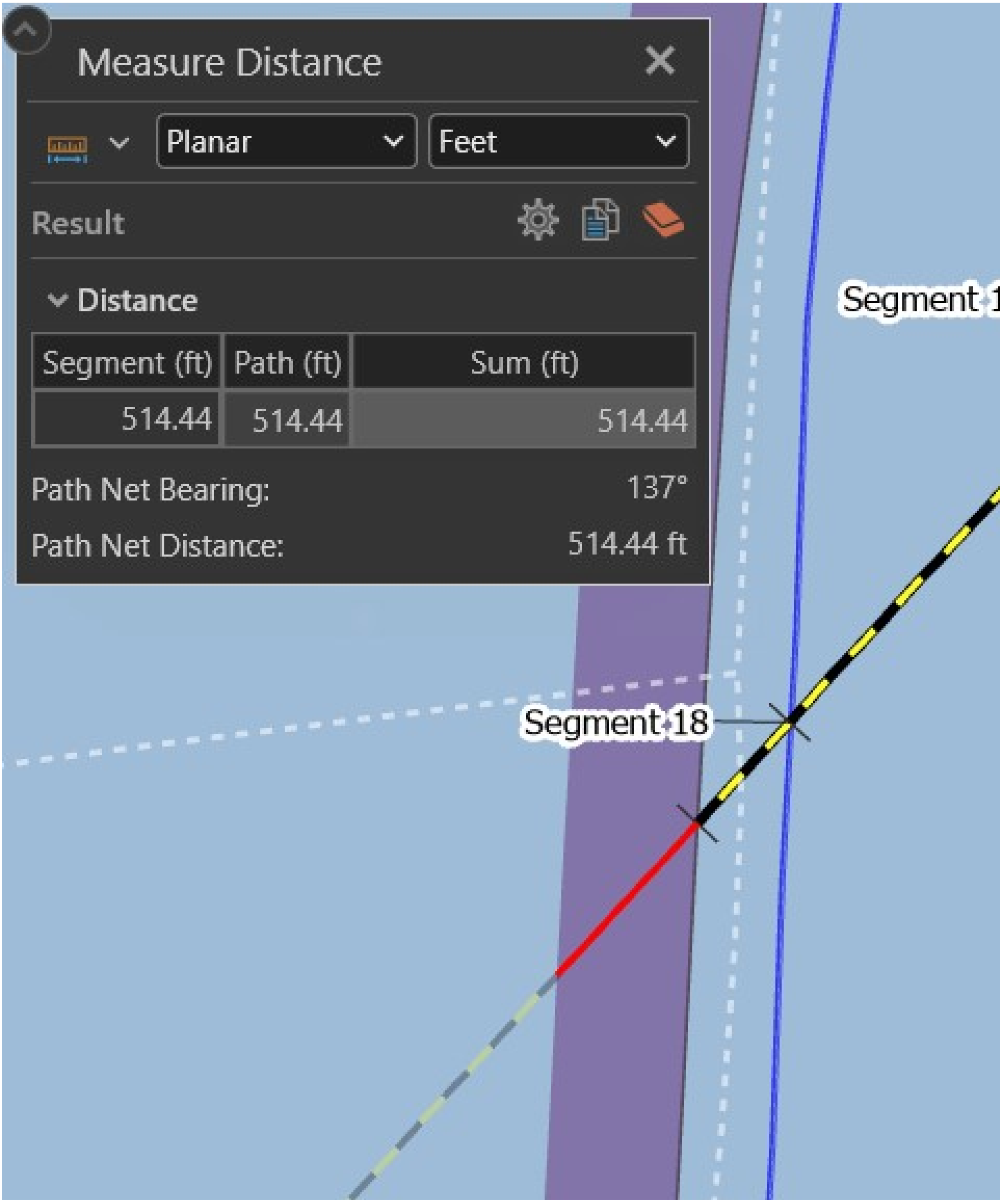

Ian Wickstead
Planner
Dutchess County Department of Planning & Development
85 Civic Center Plaza, Suite 107

Poughkeepsie, NY 12601
Phone: (845) 486-3619 Fax: (845) 486-3610
Email: iwickstead@dutchessny.gov
www.dutchessny.gov

From: Wrafter, Eoin <ewrafter@dutchessny.gov>
Sent: Monday, October 12, 2026 1:08 PM
To: Robin Mack <robin@thinkdutchess.com>; Wickstead, Ian <iwickstead@dutchessny.gov>
Cc: Rigolino, Devin <drigolino@dutchessny.gov>; Cocozza, Jennifer <jcocozza@dutchessny.gov>
Subject: RE: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

Ian,

Could you make a table of parcels by municipality that intersect with the power line?

Thanks.

Eoin

Eoin Wrafter, AICP
Senior Assistant County Executive
Dutchess County Executive's Office
22 Market Street, 6th Floor
Poughkeepsie, NY 12601
Office: 845.486.2018 Fax: 845.486.2021
Email: ewrafter@dutchessny.gov

www.dutchessny.gov

From: Robin Mack <robin@thinkdutchess.com>
Sent: Thursday, October 8, 2026 1:36 PM
To: Wickstead, Ian <iwickstead@dutchessny.gov>
Cc: Rigolino, Devin <drigolino@dutchessny.gov>; Wrafter, Eoin <ewrafter@dutchessny.gov>; Cocozza, Jennifer <jcocozza@dutchessny.gov>
Subject: RE: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Ian,

Thank you so much! As of now, there are no questions. If that changes I will reach out.

Thanks again,

Robin D. Mack
CEO / Executive Director
3 Neptune Road, Suite A21
Poughkeepsie, New York 12601
Email: Robin@ThinkDutchess.com
Office: 845 463 5400 | Direct: 845 463 5406

Cell: 845 762 6220 | Fax: 845 463 0100

Th!nk DUTCHESS ALLIANCE FOR BUSINESS

From: Wickstead, Ian <iwickstead@dutchessny.gov>
Sent: Tuesday, October 6, 2026 5:51 PM
To: Robin Mack <robin@thinkdutchess.com>
Cc: Rigolino, Devin <drigolino@dutchessny.gov>; Wrafter, Eoin <ewrafter@dutchessny.gov>; Cocozza, Jennifer <jcocozza@dutchessny.gov>
Subject: Re: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

You don't often get email from iwickstead@dutchessny.gov. Learn why this is important

Hello Robin -

Devin forwarded your request to me. I've attached a map showing the cable segments within the municipal and school district boundaries and an Excel sheet with the total cable lengths by municipality and by school district. I've responded to your specific asks in blue.

Data sources used (also listed on the map):
Municipal Boundaries, Dutchess County Real Property Tax Service Agency;
School District Boundaries, New York State Office of Real Property Services;
CHPE Route, Champlain Hudson Power Express

1. Overlay the alignment on the county's official municipal boundary layer, including the boundary lines as they extend into the Hudson, and report the length of cable within each town and city.
   Figures reported in the attached Excel file.

2. Do the same against the school district boundary layer. The district lines on CHPE's map stop at the shoreline, so please let me know how the county's layer treats district boundaries in the river and whether an extension is needed.
   Included as a second worksheet in the attached Excel file. School district boundaries extend to the Hudson River centerline.

3. Report the total length of cable within Dutchess County. CHPE's figure is 25.29 miles.
   I've calculated 25.327 miles using the listed boundaries with the route data CHPE provided. Totals are included in the Excel sheet.

4. Flag any stretch where the cable runs within roughly 200 feet of the county line. From CHPE's map it appears to hug the west side of the channel for most of its length, so the boundary location matters.
   Portions of CHPE cable outside of, but within 200 feet of the County border have been marked on the map. Let me know if you need analysis on these segments.

5. Confirm whether any portion of the cable falls within the Town of Wappinger's boundary. CHPE's most recent schedule shows no allocation to the Town.

No portion falls within the Town of Wappinger boundary.

A simple table of jurisdiction and miles is all I need, plus a note on the boundary source used. If a map export is easy to produce, that would help me when I present the results.

I would like to have this before October 8 if possible, since I am planning to meet with the affected jurisdictions on or near that date. If the alignment file from CHPE is delayed, let me know what can be done with the PDF alone.

Please feel free to reach out with any questions or if you would like any revisions. My direct line is listed below if that's more convenient.

Thank you,

Ian Wickstead
Planner
Dutchess County Department of Planning & Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, NY 12601
Phone: (845) 486-3619 Fax: (845) 486-3610
Email: iwickstead@dutchessny.gov
www.dutchessny.gov

From: Rigolino, Devin <drigolino@dutchessny.gov>
Sent: Monday, October 5, 2026 11:51 AM
To: Wickstead, Ian <iwickstead@dutchessny.gov>
Subject: FW: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

Ian, here are the data. Just came in. Please let me know if this is something you can help with and if you have any questions. If anything comes up that we need an answer for from Robin, please feel free to email her directly with Jen, Eoin, and me cc'd.

Thank you!

-Devin

From: Robin Mack <robin@thinkdutchess.com>
Sent: Monday, October 5, 2026 11:46 AM
To: Rigolino, Devin <drigolino@dutchessny.gov>; Wrafter, Eoin <ewrafter@dutchessny.gov>
Cc: Cocozza, Jennifer <jcocozza@dutchessny.gov>
Subject: RE: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Devin,

Thank you.

Received the attached from CHPE moments ago. Please advise if additional files/data are needed to perform the analysis.

Best,

Robin D. Mack
CEO / Executive Director
3 Neptune Road, Suite A21
Poughkeepsie, New York 12601
Email: Robin@ThinkDutchess.com
Office: 845 463 5400 | Direct: 845 463 5406
Cell: 845 762 6220 | Fax: 845 463 0100

From: Rigolino, Devin <drigolino@dutchessny.gov>
Sent: Monday, October 5, 2026 11:39 AM
To: Wrafter, Eoin <ewrafter@dutchessny.gov>; Robin Mack <robin@thinkdutchess.com>
Cc: Cocozza, Jennifer <jcocozza@dutchessny.gov>
Subject: RE: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

Hi there,

Just to echo Eoin, we will need the actual shapefile data in order to do this level of analysis. If this was just for planning or visual purposes that would be different, but if the line is crossing very close in and out of the County, we will need the exact path brought into our system.

Once we have the shapefile, we will try to prioritize this, however depending on how long it takes us to get the data, having this done before this Thursday could be a challenge.

Thanks,

-Devin

Devin Rigolino | Environmental Program Director
Dutchess County Planning & Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, NY 12601
Phone: 845.486.3643 | Fax: 845.486.3610
Email: drigolino@dutchessny.gov
www.dutchessny.gov

From: Wrafter, Eoin <ewrafter@dutchessny.gov>
Sent: Monday, October 5, 2026 10:44 AM
To: Robin Mack <robin@thinkdutchess.com>
Cc: Cocozza, Jennifer <jcocozza@dutchessny.gov>; Rigolino, Devin <drigolino@dutchessny.gov>
Subject: RE: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

Emails crossed, I saw you're the detailed list of questions after I sent this.

No, we can't do the level of analysis you requested based on the PDF, we need the shapefiles.

Eoin Wrafter, AICP
Senior Assistant County Executive
Dutchess County Executive's Office
22 Market Street, 6th Floor
Poughkeepsie, NY 12601
Office: 845.486.2018 Fax: 845.486.2021
Email: ewrafter@dutchessny.gov

www.dutchessny.gov

From: Robin Mack <robin@thinkdutchess.com>
Sent: Monday, October 5, 2026 10:41 AM
To: Wrafter, Eoin <ewrafter@dutchessny.gov>; Rigolino, Devin <drigolino@dutchessny.gov>
Cc: Cocozza, Jennifer <jcocozza@dutchessny.gov>
Subject: RE: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

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Thank you, Eoin.

The ask is to please verify the cable line shown in the PDF and use it to prepare a breakdown of the total number of miles located withing each taxing jurisdiction. A list will sufficiently satisfy this request.

The final list should clearly identify each taxing jurisdiction and the corresponding mileage of the cable line within the jurisdiction. Please also flag an portion of the route that cannot be verified from the PDF or where the jurisdictional boundary is unclear.

I have requested the GIS file from CHPE but have not received it yet. In the meantime, are you able to proceed with the analysis using the PDF?

Feel free to reach out if you have any questions.

Best,

Robin D. Mack
CEO / Executive Director
3 Neptune Road, Suite A21
Poughkeepsie, New York 12601
Email: Robin@ThinkDutchess.com
Office: 845 463 5400 | Direct: 845 463 5406
Cell: 845 762 6220 | Fax: 845 463 0100

Th!nk DUTCHESS ALLIANCE FOR BUSINESS

From: Wrafter, Eoin <ewrafter@dutchessny.gov>
Sent: Monday, October 5, 2026 9:54 AM
To: Rigolino, Devin <drigolino@dutchessny.gov>
Cc: Cocozza, Jennifer <jcocozza@dutchessny.gov>; Robin Mack <robin@thinkdutchess.com>
Subject: FW: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project
Importance: High

Devin,

Emails crossed, below is more detail on Robin's request.

Eoin

Eoin Wrafter, AICP
Senior Assistant County Executive
Dutchess County Executive's Office
22 Market Street, 6th Floor
Poughkeepsie, NY 12601
Office: 845.486.2018 Fax: 845.486.2021
Email: ewrafter@dutchessny.gov

www.dutchessny.gov

From: Robin Mack <robin@thinkdutchess.com>
Sent: Monday, October 5, 2026 8:00 AM
To: Wrafter, Eoin <ewrafter@dutchessny.gov>
Subject: Request for Assistance: GIS Map in Support of the Champlain Hudson Power Express (CHPE) Project

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Eoin,

Seeking authorization to submit a request for a GIS map to assist the application evaluation process of the Champlain Hudson Power Express ("CHPE") project.

The DCIDA is reviewing a PILOT application from CHPE, and the payment is divided among several municipalities and school districts along the river; the proposed PILOT allocation is based on how many miles of cable fall within each jurisdiction's boundary. The applicant submitted the attached two-page map which provides an outline of affected jurisdictions however

What I will send you:

1. The as-built cable alignment as a GIS file. I have asked CHPE for this and will forward it when it arrives. In the meantime I am attaching the two-page PDF map CHPE prepared (dated June 24, 2026) so you can see the route.

What I am asking for:

1. Overlay the alignment on the county's official municipal boundary layer, including the boundary lines as they extend into the Hudson, and report the length of cable within each town and city.

2. Do the same against the school district boundary layer. The district lines on CHPE's map stop at the shoreline, so please let me know how the county's layer treats district boundaries in the river and whether an extension is needed.

3. Report the total length of cable within Dutchess County. CHPE's figure is 25.29 miles.

4. Flag any stretch where the cable runs within roughly 200 feet of the county line. From CHPE's map it appears to hug the west side of the channel for most of its length, so the boundary location matters.

5. Confirm whether any portion of the cable falls within the Town of Wappinger's boundary. CHPE's most recent schedule shows no allocation to the Town.

A simple table of jurisdiction and miles is all I need, plus a note on the boundary source used. If a map export is easy to produce, that would help me when I present the results.

I would like to have this before October 8 if possible, since I am planning to meet with the affected jurisdictions on or near that date. If the alignment file from CHPE is delayed, let me know what can be done with the PDF alone.

Thank you,

Robin D. Mack
CEO / Executive Director
3 Neptune Road, Suite A21
Poughkeepsie, New York 12601
Email: Robin@ThinkDutchess.com
Office: 845 463 5400 | Direct: 845 463 5406
Cell: 845 762 6220 | Fax: 845 463 0100

Th!nk DUTCHESS
ALLIANCE FOR BUSINESS

Village of Tivoli

Red Hook (town)

RED HOOK (district)

Village of Red Hook

Milan (town)

Village of Rhinebeck

Rhinebeck (town)

RHINEBECK (district)

Dutchess

PINE PLAINS (district)

Stanford (town)

Clinton (town)

Hyde Park (town)

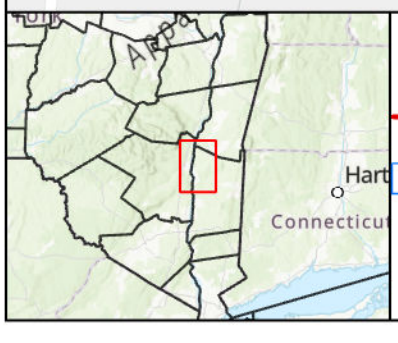
HYDE PARK (district)

MILLBROOK (district)

Washington (town)

Pleasant Valley (town)

ARLINGTON (district)



Legend

- Submarine Alignment (As-Built)
- Villages
- Towns/Cities
- NYS School Districts
- County

0 0.5 1 2 Miles

N

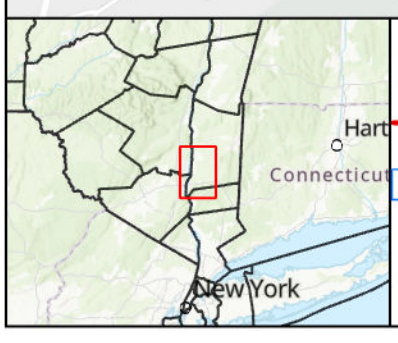
CHPE DC ROUTE ACROSS NORTH DUTCHESS COUNTY

CHPE Champlain Hudson Power Express

Author: Joe Helkowski | Date: 06/24/2026

Path: Z:\Private\jhelkowski\Projects\CHPE\ArcGIS_Projects\Westchester_County\Westchester_County.aprx

Hyde Park (town)
HYDE PARK (district)
Pleasant Valley (town)
Washington (town)
MILLBROOK (district)
Poughkeepsie (city)
POUGHKEEPSIE (district)
ARLINGTON (district)
La Grange (town)
Union Vale (town)
Poughkeepsie (town)
SPACKENKILL (district)
Dutchess
Beekman (town)
Village of Wappingers Falls
Wappinger (town)
WAPPINGERS (district)
East Fishkill (town)
CARMEL (district)
Village of Fishkill
Fishkill (town)
BEACON (district)
Beacon (city)



Legend

- Submarine Alignment (As-Built)
- Villages
- Towns/Cities
- NYS School Districts
- County

0 0.5 1 2 Miles

N

CHPE DC ROUTE ACROSS SOUTH DUTCHESS COUNTY

CHPE Champlain Hudson Power Express

Author: Joe Helkowski | Date: 06/24/2026

Path: Z:\Private\jhelkowski\Projects\CHPE\ArcGIS_Projects\Westchester_County\Westchester_County.aprx

Robin Mack

From: Debbie Hecht <dhecht@rhinebeckny.gov>
Sent: Tuesday, October 13, 2026 10:37 AM
To: Robin Mack; Townboard; Joan Winne
Subject: TDI's CHPE PILOT

You don't often get email from dhecht@rhinebeckny.gov. Learn why this is important

Dear Robin,

On behalf of the Town Board of Rhinebeck, I'm writing to express our opposition to the PILOT requested by Transmission Developers Inc. (TDI) for the Champlain Hudson Power Express (CHPE). Our residents should not have to subsidize any billion-dollar corporation, and this request is particularly egregious. The CHPE project will transfer 1,250 megawatts of direct current power from Canada, straight to NYC. None of this power enters our local grid to service the residents, businesses, or municipal facilities of Rhinebeck or Dutchess County.

We would get no benefit—and they want our residents to pay for their benefit? Surely, you understand why this PILOT must be denied.

Debbie Hecht
Deputy Supervisor, Town of Rhinebeck