



MONTGOMERY
C O U N T Y NY
BUSINESS DEVELOPMENT CENTER
Made of Something Stronger

Meeting Notice

TO: Agency Members

FROM: Kenneth F. Rose, Chief Executive Officer

DATE: August 10, 2020

RE: MCIDA Meeting

The regular meetings of the Montgomery County Industrial Development Agency August 13, 2020 at 4:30 p.m. via Zoom Meetings pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

To join the meeting from your computer, tablet or smartphone:
Zoom Meeting ID: 899 574 5359
Password: 081958

You can also dial in using your phone:
Dial: 646-558-8656
Enter Meeting Information: 8995745359#, 1#, 081958#

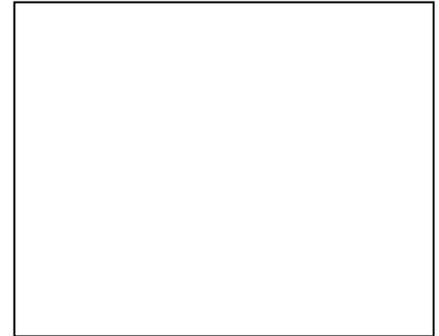
Please call Vincenzo at 853-8334 between 8:30 a.m. and 4:00 p.m. if you have any questions.

cc: A. Joseph Scott, III, Esq.
Montgomery Co. Legislature
AIDA Members
DPW

The Recorder
The Leader Herald
Daily Gazette
Courier Standard

Montgomery County Industrial Development Agency
Meeting
Agenda August 13, 2020
Via Zoom

- I. Call to Order
- II. Minutes
 - A. Regular Meeting-June 11, 2020
- III. Communications
- IV. Public Comments
- V. Chair's Report
- VI. Director's Report
- VII. Financial Report
 - A. Financial Report
 - B. Revolving Loan Fund
- VIII. Marketing Report
- IX. Unfinished Business
- X. New Business
 - A. Florida Park Extension Sewer Lateral -Action Item
 - B. Cell Tower Lease-Florida Business Park-Action Item
- X. Adjournment



Montgomery County Industrial Development Agency Meeting
Meeting Minutes
June 11, 2020
(via Zoom)

MEMBERS PRESENT:

Matthew Beck, Chairman
Robert Harris, Treasurer
Mark Kowalczyk, Member
Amanda Auricchio, Esq., Member
Laurie Weingart, Secretary
Cheryl Reese, Member

STAFF MEMBERS PRESENT:

Kenneth F. Rose, Chief Executive Officer
Sheila Snell, Chief Financial Officer
Andrew Santillo, Staff Assistant
Vincenzo Nicosia, Economic Dev. Specialist
A. Joseph Scott, Esq., Agency Counsel

ABSENT:

Carol Shineman, Vice-Chair

OTHERS PRESENT:

Dan Wilson
Jason Subik

I. Call to Order

**Each of the members present participated in the meeting telephonically and/or via Zoon Conferencing pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

The meeting was called to order by Chairman Beck at 4:42 p.m.

Chairman Beck received a motion from Cheryl Reese, seconded by Robert Harris to remove “B. IDA Project Application” under New Business. All members were in favor. Item B under New Business was removed from the agenda and the original item C “Florida Business Park Extension Capital Grant” took its place as the new item B.

II. Minutes

A motion was made by Mark Kowalczyk, seconded by Amanda Auricchio, Esq., to approve the minutes from the Governance Committee meeting of March 12, 2020. All members present were in favor.

A motion was made by Cheryl Reese, seconded by Robert Harris, to approve the minutes from the Audit Committee meeting of March 12, 2020. All members present were in favor.

A motion was made by Robert Harris, seconded by Mark Kowalczyk, to approve the minutes from the IDA regular meeting of March 12, 2020. All members present were in favor.

III. Communications

There was no communications.

IV. Public Comments

There was no public comment.

V. Chair's Report

There was no Chair's Report.

Chairman Beck did, however, want to mention that he has been impressed with the staff since the beginning of the pandemic, in March. The world has changed significantly and staff has done an amazing job. As chairman, he thanked the staff, on behalf of the entire board, for the amazing work that has continued to go on even during the pandemic.

VI. Director's Report

Mr. Ken Rose provided the board with a couple of quick updates. Amazon has started its demo/rehab of the form Lott Building on Route 5S. Vida Blend is continuing with their facility hope to be up and running towards the end of the summer. The Mohawk Valley region will enter Phase 3 of reopening tomorrow and businesses are anxious to reopen. He states that the department continues to work with local businesses on reopening guidance and that hopefully everything continues moving forward in reopening.

VII. Financial Report

A. IDA Financial Report

Ms. Sheila Snell reported that the financials are included in the board members' packets for review.

B. Revolving Loan Fund

Mr. Snell reported that the revolving loan report is included in the packet for review.

VIII. Marketing Report

Mr. Vincenzo Nicosia reported that the department has shifted its marketing approach to keeping local businesses and residents informed on reopening guidance. There have been surveys and routine email blasts sent out to try to keep people updated on all of the things taking place. The department ordered masks and are making them available to local businesses. The Small Business of the Month series has continued and seems to be something that is a good monthly opportunity to recognize a local business doing good in the county. The department is also putting together a marketing video to highlight business growth in the Route 5S corridor.

Ms. Cheryl Reese reports that she is distributing 500 masks, 16 cases of hand sanitizer and face shields from emergency management to the western end of the county. If anyone knows of businesses in need in the western end, contact her.

IX. Unfinished Business

A. PARIS Report

Mr. Rose states that he sent the board members the PARIS report. Ms. Sheila Snell reports that this is the annual reporting that is required by the Authorities Budget Office (ABO). The report is broken into four reports — Annual Report, Procurement Report, Financial Report and Investment Report. Each of those reports are done for both the IDA and the Capital Resource Corporation. She says if any of the board members have questions on any of the reports to contact her.

A motion is made by Cheryl Reese, seconded by Amanda Auricchio, Esq., to accept the PARIS report as submitted. All members present are in favor.

X. New Business

A. Glen Park Mowing

Chairman Beck states that each year an agreement is entered into for the maintenance and upkeep at the Glen Canal View Business Park. We have been happy with the service and the pricing this year has remained the same.

The following resolution was offered by Mark Kowalczyk, seconded by Laurie Weingart, to wit:

RESOLUTION AUTHORIZING THE ENTERING OF THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY INTO A CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES-MOWING FOR GLEN CANAL VIEW BUSINESS PARK

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

Matthew Beck	VOTING	YES
Carol Shineman	VOTING	ABSENT
Robert Harris	VOTING	YES
Amanda J. Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Laurie Weingart	VOTING	YES
Cheryl Reese	VOTING	YES

The foregoing Resolution No. 20-07 was thereupon declared duly adopted.

B. Florida Business Park Extension Capital Grant

In 2016, an Empire State Development (ESD) grant was received for the Dollar General Distribution project. A resolution is needed from the board so that counsel can issue an opinion letter to complete the file and finish out the grant receipt. This is essentially an administrative or technical move and the last thing we have to do to accept the grant. The IDA is just a pass through, as the county bonded for this, so the grant will go from ESD to the IDA and back to the county.

The following resolution was offered by Cheryl Reese, seconded by Mark Kowalczyk, to wit:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY OF CERTAIN DOCUMENTS WITH RESPECT TO THE FLORIDA BUSINESS PARK EXTENSION CAPITAL INFRASTRUCTURE PROJECT

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

Matthew Beck	VOTING	YES
Carol Shineman	VOTING	ABSENT
Robert Harris	VOTING	YES
Amanda J. Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Laurie Weingart	VOTING	YES
Cheryl Reese	VOTING	YES

The foregoing Resolution No. 20-08 was thereupon declared duly adopted.

C. 2019 Annual Project Assessment Review Report

Ms. Snell said the 2019 Annual Project Assessment Review is included in the packet and also included in the department's 2019 Annual Report. This is another item required by the Authorities Budget Office (ABO). It is an annual assessment of each of the Agency's projects. It has information such as showing that all Payment in Lieu of Taxes (PILOT) payments are made, all sales tax is regulated and confirming jobs numbers. The report also monitors for any clawbacks, if applicable. Two projects — Daim Logistics and Brenton Industries — will be maturing at the end of 2020, as they will have fulfilled their obligations. In 2019, projects for Vida Blend, Mohawk Solar and the Microtel were all added.

IX. Adjournment

A motion was made by Mark Kowalczyk, seconded by Robert Harris, to adjourn the meeting at 5:08 p.m. All members present were in favor.

Respectfully submitted,

Andrew Santillo
Economic Development Staff Assistant
Attachments: Resolution No. 20-07, 20-08

RESOLUTION AUTHORIZING THE ENTERING OF THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY INTO A CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES-MOWING FOR GLEN CANAL VIEW BUSINESS PARK

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on June 11, 2020, at 4:30 o'clock p.m., local time.

The meeting was called to order by the (Vice) Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chair
Robert Harris	Treasurer
Laurie Weingart	Secretary
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member
Cheryl Reese	Member

Each of the members present participated in the meeting telephonically and/or via Zoon Conferencing pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

ABSENT:

Carol Shineman	Vice-Chair
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THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Ec. Development Specialist
Andrew Santillo	Staff Assistant
A. Joseph Scott, Esq.	Agency Counsel

The following resolution was offered by Mark Kowalczyk, seconded by Laurie Weingart, to wit:

Resolution No. 20-07

RESOLUTION AUTHORIZING THE ENTERING OF THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY INTO A CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES-MOWING FOR GLEN CANAL VIEW BUSINESS PARK

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, recreation and civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Montgomery County Industrial Development Agency owns and maintains the Glen Canal View Business Park, and

WHEREAS, the Agency distributed a Request for Quotations for mowing services for the Glen Canal View Business Park on May 26, 2015, and

WHEREAS, the Agency contracted with M&J's Lawn Care and has continued to contract with the company, and

WHEREAS, the Agency has adopted a Procurement Policy to guide the Agency in contracting for goods and services, and

WHEREAS, the Procurement Policy permits the Agency, in its sole discretion, to exempt entering into of a contract from the Procurement Policy based on the circumstances of the contract and needs of the Agency,

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

Section 1. The Agency hereby determines to (A) enter into a continuing contract with M&J Lawn Care (the "Contractor") to provide mowing services to the Agency in the Glen Canal View Business Park for the following reasons: (1) The Contractor submitted a new two year proposal for the same costs under their existing contract, (2) the Contractor has rendered all services in a professional and timely manner under the existing contract with the Agency

Section 2. The Agency hereby determines to enter into a contract with the Contractor for a maximum cost not to exceed \$800 per mowing, with mowing occurring on a bi-weekly basis. The Contractor shall also be paid a one-time d landscaping fee of \$425.00 on in the Spring of each year to provide trimming and new mulch.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of this Resolution, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of this Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolution.

Section 4. This Resolution shall take effect immediately.

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

Matthew Beck	VOTING	YES
Carol Shineman	VOTING	ABSENT
Robert Harris	VOTING	YES
Laurie Weingart	VOTING	YES
Amanda Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Cheryl Reese	VOTING	YES

The foregoing Resolution No. 20-07 was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned (Assistant) Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on June 11, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") except as modified by Executive Order 202.1, as modified by subsequent Executive Orders, said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present, either in-person or appearing telephonically in accordance with Executive Order 202.1, as modified by subsequent Executive Orders, 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 rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 11th day of June, 2020.

(Assistant) Secretary

(S E A L)

**ESD GRANT DISBURSEMENT AGREEMENT RESOLUTION
FLORIDA BUSINESS PARK EXTENSION**

A regular meeting of Montgomery County Industrial Development Agency (the “Agency”) was convened in public session at the offices of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on June 11, 2020 at 4:30 o’clock p.m., local time.

The meeting was called to order by the (Vice) Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chairman
Laurie Weingart	Secretary
Robert Harris	Treasurer
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member
Cheryl Reese	Member

Each of the members present participated in the meeting telephonically pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

ABSENT:

Carol Shineman	Vice Chair
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AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Vincenzo Nicosia	Economic Development Specialist
A. Joseph Scott, III, Esq.	Agency Counsel

The following resolution was offered by Cheryl Reese, seconded by Mark Kowalczyk, to wit:

Resolution No. 20-08

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY OF CERTAIN DOCUMENTS WITH RESPECT TO THE FLORIDA BUSINESS PARK EXTENSION CAPITAL INFRASTRUCTURE PROJECT.

WHEREAS, Montgomery County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as

amended (the “Enabling Act”) and Chapter 666 the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in January, 2017, the Agency entered into certain documents to assist DG Distribution Northeast, LLC (the “Company”) in undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in an approximately 100 acre parcel of land located at the intersection of State Highway 5S and Fort Hunter Road in the Town of Florida, Montgomery County, New York (the “Land”), (2) the construction on the Land of an approximately 750,000 square foot building (the “Facility”), (3) the acquisition and installation of certain machinery and equipment therein and thereon (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to constitute a warehouse and distribution facility; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes, and mortgage recording taxes (the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other entity or person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Agency was requested to make certain infrastructure improvements to the Florida Business Park Extension site (the “Infrastructure Project”); and

WHEREAS, in order to finance the cost of a portion of the Infrastructure Project, the Agency received a grant from the New York State Urban Development Corporation, d/b/a Empire State Development (“ESD”); and

WHEREAS, the Agency desires to enter into a grant disbursement agreement dated its date of execution (the “Grant Agreement”) by and between the Agency and ESD pursuant to which ESD will provide a grant (the “Grant”) in the amount of up to \$1,500,000 to the Agency for the purpose of assisting the Agency in undertaking the Infrastructure Project; and

NOW, THEREFORE, be it resolved by the members of the Agency, as follows:

SECTION 1. SEQR REVIEW. Any environmental issues under Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6NYCRR Part 617, as amended (collectively with the SEQR Act, “SEQRA”), were addressed by a resolution adopted by the members of the Agency on October 4, 2016 (the “SEQR Resolution”), whereby the Agency (A) ratified the determination by the Planning Board of the Town of Florida (the “Planning Board”) to act as “lead agency”, (B) acknowledged

receipt of a copy of a negative declaration issued by the Planning Board on August 1, 2016 (the “Negative Declaration”), and (C) indicated that the Agency had no information to suggest that the Planning Board was incorrect in authorizing the issuance of the Negative Declaration.

SECTION 2. APPROVAL OF GRANT. The receipt by the Agency of the Grant pursuant to the Grant Agreement, is hereby approved.

SECTION 3. APPROVAL OF THE BASIC DOCUMENTS. The execution and delivery by the Agency of the Grant Agreement and any other document to be executed by the Agency in connection with the receipt of the Grant and the undertaking of the Infrastructure Project (collectively, the “Basic Documents”), are hereby approved.

SECTION 4. AUTHORIZED OFFICER. The Chairman (or Vice Chairman) and the Chief Executive Officer are hereby designated and appointed to act as the Authorized Officer of the Agency in all matters relating to the Basic Documents.

SECTION 5. EXECUTION AND DELIVERY OF DOCUMENTS. The Chairman (or Vice Chairman) and the Chief Executive Officer are hereby authorized, on behalf of the Agency, to execute, acknowledge (if appropriate) and deliver the Basic Documents and such other documents as may be necessary or appropriate in order to effectuate the execution and delivery of the Basic Documents and the receipt of the Grant and the undertaking of the Infrastructure Project, with such changes, variations, omissions and insertions as the officer of the Agency signing same shall approve, the execution thereof by such officer to constitute conclusive evidence of such approval.

SECTION 6. RATIFICATION OF ACTIONS. All prior actions taken by the Agency, its staff and counsel, with respect to the Infrastructure Project are hereby ratified, confirmed and approved.

SECTION 7. EFFECTIVE DATE. This resolution shall take effect immediately.

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

Matthew Beck	VOTING	<u>YES</u>
Carol Shineman	VOTING	<u>ABSENT</u>
Laurie Weingart	VOTING	<u>YES</u>
Robert Harris	VOTING	<u>YES</u>
Amanda Auricchio, Esq.	VOTING	<u>YES</u>
Mark Kowalczyk	VOTING	<u>YES</u>
Cheryl Reese	VOTING	<u>YES</u>

The foregoing resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned (Assistant) Secretary of Montgomery County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on June 11, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") except as modified by Executive Order 202.1, as modified by subsequent Executive Orders, said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present, either in-person or appearing telephonically in accordance with Executive Order 202.1, as modified by subsequent Executive Orders, 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 rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 11th day of June, 2020.

(Assistant) Secretary

(SEAL)

Montgomery County Industrial Development Agency
Balance Sheet
 As of July 31, 2020

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
200 · Cash	
200.1 · NBT-General Fund	26,756.24
200.2 · NBT-MMDA	2,226,324.94
200.4 · NBT-USDA	90,537.04
200.7 · NBT Payroll	13,807.91
Total 200 · Cash	<u>2,357,426.13</u>
Total Checking/Savings	2,357,426.13
Other Current Assets	
255 · Accounts Receivable	1,500,000.00
420 · Due from Other Government	
420.1 · Due From Montgomery County	125,972.99
Total 420 · Due from Other Government	<u>125,972.99</u>
480 · Prepays	
480.2 · Prepaid Insurance	3,475.22
Total 480 · Prepays	<u>3,475.22</u>
Total Other Current Assets	<u>1,629,448.21</u>
Total Current Assets	3,986,874.34
Other Assets	
100.1 · GP-Land Adams Purchase	913,809.22
100.10 · Clark-Ld Dvlp(TBK)-Phs II	6,047.50
100.20 · Land FP- Gage Parcel	7,534.25
100.23 · FP Land-Lot1 Parcel A	11,003.85
100.28 · FP Land Lot 1 Parcel AA	9,859.60
100.29 · FP Land New Account	-100.00
100.30 · FP Land Bushman Property	115,886.81
100.31 · FP Land Trnsfr-Twn Florida	9,282.93
100.32 · FP Land Transfer to NYSDOT	1.00
100.33 · FP Land Cell Tower	6,329.14
100.40 · FP Extension	900,844.82
100.50 · Land-Parking Lot	10.00
100.51 · Prkng Lot Lease Hld Imprv	97,530.23
100.52 · NBT-Parking Lot Accum Depr	-82,097.53
251 · Lease Receivable-NBT	146,202.76
Total Other Assets	<u>2,142,144.58</u>
TOTAL ASSETS	<u><u>6,129,018.92</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
610 · Deposits/Retainers	2,000.00
615 · Deposits/Options	2,000.00
620 · PILOTS Clearing Account	14,398.60
635 · Due to Montgomery Cty Misc	1,484,410.54
645 · Payroll Tax Withholding	355.35
660 · Deferred Revenues	
660.1 · Dfrd Int Revenue-NBT	28,658.47
Total 660 · Deferred Revenues	<u>28,658.47</u>
Total Other Current Liabilities	<u>1,531,822.96</u>
Total Current Liabilities	1,531,822.96
Long Term Liabilities	
630 · Due to Other Gov'ts	
630.1 · Due To MC3 Development	443,480.24

11:07 AM
08/10/20
Cash Basis

Montgomery County Industrial Development Agency
Balance Sheet
As of July 31, 2020

	<u>Jul 31, 20</u>
630.2 · Due To MC Parks	295,000.00
630.3 · Due To MC-Parks Res 108-97	900,000.00
630.4 · Due To MC-IAP Reimbursemnt	<u>369,634.53</u>
Total 630 · Due to Other Gov'ts	2,008,114.77
650 · USDA Clearing Account	<u>63.21</u>
Total Long Term Liabilities	<u>2,008,177.98</u>
Total Liabilities	3,540,000.94
Equity	
922 · Retained Earnings - USDA	83,418.86
920 · Opening Bal Equity	1,611,682.78
921 · Retained Earnings	967,529.62
Net Income	<u>-73,613.28</u>
Total Equity	<u>2,589,017.98</u>
TOTAL LIABILITIES & EQUITY	<u><u>6,129,018.92</u></u>

**RESOLUTION AWARDING CONTRACT-FORCE MAIN INSTALLATION
FLORIDA BUSINESS PARK EXTENSION**

A regular meeting of Montgomery County Industrial Development Agency (the “Agency”) was convened in public session at the offices of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on August 13, 2020 at 4:30 o’clock p.m., local time.

The meeting was called to order by the (Vice) Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chairman
Carol Shineman	Vice Chair
Laurie Weingart	Secretary
Robert Harris	Treasurer
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member
Cheryl Reese	Member

Each of the members present participated in the meeting telephonically pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Vincenzo Nicosia	Economic Development Specialist
A. Joseph Scott, III, Esq.	Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 20-09

**RESOLUTION AWARDING CONTRACT-FORCE MAIN INSTALLATION
FLORIDA BUSINESS PARK EXTENSION**

WHEREAS, Montgomery County Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as

amended (the "Enabling Act") and Chapter 666 the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, among the purposes of the Agency is encouraging economic opportunities and job creation in Montgomery County, New York; and

WHEREAS, the Agency is in the process of continuing to develop an industrial park in the Town of Florida; and

WHEREAS, as part of that development a force main needs to be installed on property owned by the Agency to the Vida Blend, Inc. property line, and

WHEREAS, the Agency has a procurement policy which requires the solicitation of three written quotations for said work; and

WHEREAS, the Agency received five quotations for said work; and

WHEREAS, _____ was the lowest qualified firm to provide a quotation of _____ ; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on March 14, 2019 (the "SEQRA Resolution"), the Agency (A) acknowledged receipt of a determination by the Town of Florida Planning Board (the "Planning Board"), in which the Planning Board determined that the Project would not result in any significant adverse environmental impacts; and (B) determined that the Agency had no information to suggest that the Planning Board was incorrect in determining that the Project will result in no significant adverse impacts on the environment pursuant to the SEQRA and, therefore, that no environmental impact statement need be prepared with respect to the Project (as such quoted phrase is used in SEQRA); and

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

Section 1. The Agency hereby finds and determines that:

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

(B) Entering into a contract with _____ to conduct the aforementioned work associated with force main installation at a cost not to exceed _____ as such project will promote and maintain the job opportunities, general prosperity and economic welfare

of the citizens of Montgomery County, New York and the State of New York and improve their standard of living.

Section 2. In consequence of the foregoing, the Agency hereby determines to execute and deliver the contract (in a form approved by Agency Counsel).

Section 3. Any action heretofore taken by the Agency, its officers or its staff in carrying out the matters contemplated by this Resolution is hereby ratified, confirmed and approved.

Section 4. 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 this Resolution, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of this Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolution.

Section 5. This Resolution shall take effect immediately.

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

Matthew Beck	VOTING	_____
Carol Shineman	VOTING	_____
Laurie Weingart	VOTING	_____
Robert Harris	VOTING	_____
Amanda Auricchio, Esq.	VOTING	_____
Mark Kowalczyk	VOTING	_____
Cheryl Reese	VOTING	_____

The foregoing resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF MONTGOMERY)

I, the undersigned (Assistant) Secretary of Montgomery County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on August 13, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") except as modified by Executive Order 202.1, as modified by subsequent Executive Orders, said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present, either in-person or appearing telephonically in accordance with Executive Order 202.1, as modified by subsequent Executive Orders, 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 rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 13th day of August, 2020.

(Assistant) Secretary

(SEAL)

**AMENDED AND RESTATED
GROUND LEASE AGREEMENT**

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT (the “Agreement”) is made effective this _____ day of _____, 20__, (“Effective Date”) by and between **MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a New York corporation** (“Lessor”) and **STC FIVE LLC, a Delaware limited liability company**, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company (“Lessee”).

RECITALS

WHEREAS, Lessor and Lessee are parties to the PCS Site Agreement dated June 26, 1996, a memorandum of which was recorded in the official records of Montgomery County, New York (“Official Records”) on September 19, 1996 at Instrument No. 10611311, in Book 611 and Page 311 (“Original Existing Agreement”); and

WHEREAS, the Original Existing Agreement was amended by that certain Amendment of Lease Amsterdam, New York, Town of Florida dated August 29, 1996 (“First Amendment”) (hereinafter the Original Existing Agreement and First Amendment are collectively referred to as the “Existing Agreement”); and

WHEREAS, Lessor and Lessee desire to amend the Existing Agreement by replacing the terms and conditions of the Existing Agreement with the terms and conditions of this Agreement. Lessor and Lessee intend that this Agreement be a continuation of the Existing Agreement.

NOW THEREFORE, effective upon the Effective Date, this Agreement will amend the Existing Agreement by replacing all of the terms and conditions of the Existing Agreement with the terms and conditions set forth herein. For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Description of Property.** Lessor is the owner of certain real property located in Montgomery County, New York. A description of said property is attached hereto as Exhibit “A” (hereinafter “Lessor’s Property”).

2. **Lease of Premises and Permitted Use.** Lessor hereby leases to Lessee ninety thousand (90,000) square foot portion of Lessor’s Property, as further described in the sketch attached hereto as Exhibit “B” (the “Leased Premises”), for the purpose of (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment (“Improvements”) and (ii) uses incidental thereto, including without limitation testing of any kind and installation of equipment to accommodate new technologies or future innovations for receiving and transmitting signals for Lessee’s use and the use of its sublessees, licensees, and invitees (collectively the “Permitted Use”). It is the intent of the parties that Lessee’s Improvements shall not constitute a fixture.

3. **Easements.** Lessor hereby grants the following easements and rights-of-way over, under and upon Lessor’s Property to Lessee, Lessee’s employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor’s Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility located or to be located upon Leased Premises; (ii) an easement over such portion of Lessor’s Property as is reasonably necessary to obtain or comply with any Approvals (as defined in Section 7); (iii) a thirty foot (30’) wide easement in the location shown in Exhibit “B”, for ingress, egress and construction purposes including without limitation staging, storing and parking of equipment, vehicles, cranes and related materials, seven (7) days per week, twenty-four (24) hours per day, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the “Utility Easement”) in the location shown in Exhibit “B”, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the “Easements”). The Easements shall remain in effect during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

4. **Term.** The term of this Agreement shall be for a period commencing on the Effective Date and expiring on June 25, 2021 (“Initial Term”). This Agreement will be automatically renewed for four (4) additional terms (each a “Renewal Term”) of five (5) years each (together the “Lease Term”) unless terminated pursuant to the provisions set forth herein.

5. **Lessee’s Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days’ prior written notice. Any monies owed by either party to the other, up to the date of termination, shall be paid within thirty (30) days of the termination date.

6. **Rent.** Commencing on the Effective Date, Lessee shall pay to Lessor the amount of Two Thousand Nine Hundred Fifteen and 01/100 Dollars (\$2,915.01) per month (“Rent”). As consideration for Lessor entering into this Agreement, commencing on June 26, 2021, Rent shall be paid on an annual basis, and the annual Rent amount shall be modified to Twenty-Four Thousand Dollars (\$24,000.00) per year. On June 26, 2022, and each year thereafter, the Rent shall increase by three percent (3%) above the Rent being paid during the most recent year.

7. **Lessor’s Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises (“Approvals”), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

8. **Hazardous Materials.**

(A) **Lessee’s Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) arising from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor’s Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor’s Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) arising from the presence or release of any Hazardous Materials on Lessor’s Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

(C) For purposes of this Agreement the term “Hazardous Materials” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

9. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee’s business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor’s written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

10. **Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements.

11. **Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, including any required documentation, within one (1) year after the date such taxes became due.

12. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

13. **Default.**

(A) **Notice of Default; Cure Period.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) **Consequences of Lessee's Default.** In the event that Lessee is in default beyond the applicable periods set forth above, Lessor shall have the right to injunctive relief, to require specific performance of this Agreement and to pursue an action for damages available at law.

(C) **Consequences of Lessor's Default.** In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; perform the obligation(s) of Lessor specified in such notice, and charge Lessor for any expenditures reasonably made by Lessee in so doing or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

14. **Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

15. **Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

16. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

17. **Interference with Lessee's Business.** Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

18. **Eminent Domain.** If Lessor receives notice of a proposed or threatened taking by eminent domain of any part of the land upon which the Leased Premises or Easements are situated, whether through a condemnation lawsuit or the acquisition of land pursuant to the power of eminent domain (a "Taking"), Lessor will notify Lessee of the proposed Taking within five (5) business days of receiving said notice. If the Taking affects any portion of the Leased Premises or Easements that is less than the entire Leased Premises and Easements (a "Partial Taking"), then Lessee will have the option to either (i) declare the Agreement null and void, effective as of the date of Taking, and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. In the event of a Partial Taking, the parties shall enter into any amendment of the Agreement made necessary as a result of the Partial Taking. With respect to any Taking each party shall have the right to contest the Taking and directly pursue an award for their respective interests.

19. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.

20. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:

Montgomery County Industrial Development Agency


Lessee:

STC Five LLC
Attn: Legal - Real Estate
2000 Corporate Drive,
Canonsburg, PA 15317-8564

21. **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Lessee shall provide written notice to Lessor within thirty (30) days after any such sublease or license is fully executed. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

22. **Mortgages.** In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a commercially reasonable non-disturbance agreement, in a form reasonably acceptable to Lessee, for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement, Lessee may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

23. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

24. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

25. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

26. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's property now or hereafter located on the Leased Premises.

27. **Miscellaneous.**

Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this Agreement, payable within sixty (60) days of the full execution of this Agreement ("Conditional Signing Bonus"). In the event that this Agreement (and any applicable memorandum of Existing Agreement and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

[Signature pages follow]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:
MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY, a New York corporation

By: _____

Print Name: _____

Print Title: _____

LESSEE:
STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware
limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"

[Legal Description of Lessor's Property]

EXHIBIT "B"

[Site sketch, or survey, including access road to Leased Premises]

All that tract or parcel of land situate in the Town of Florida, County of Montgomery, and State of New York, with the buildings thereon, bounded and described as follows:

BEGINNING at a point in the northerly margin of New York State Route 5S at the southwesterly corner of lands conveyed to Frederick W. Hirschfeld by Charles P. Hirschfeld by Quitclaim Deed dated July 11, 1957 and recorded in the Montgomery County Clerk's Office on August 22, 1957 in Book 303 of Deeds at Page 539 and running from said point of beginning Northerly along the westerly boundary of the lands of Frederick W. Hirschfeld, a distance of 300 feet to the northwesterly corner thereof; thence easterly along the northerly boundary of said Frederick W. Hirschfeld lands, a distance of 300 feet to the northeasterly corner thereof; thence in a northeasterly direction along the westerly boundary of lands of Abraham and Sylvia Bushman (formerly Constance Kuber) to the southerly margin of Hirschfeld Road, thence running northwesterly along the southerly margin of Hirschfeld Road to the easterly boundary of lands of James Hutchison; thence running southwesterly along the easterly boundary of said lands of James Hutchison to a point, thence continuing southeasterly to a point, and thence southwesterly, along the easterly boundary of the lands of James Hutchison to the northerly margin of New York State Route 5S; running thence easterly along the northerly boundary of New York State 5S to the southwesterly corner of the Frederick W. Hirschfeld lands, which is the point and place of beginning. Containing 50.7 acres of land, more or less.

Ground Lease Agreement (the “Agreement”), of which this is a Memorandum. Lessor and Lessee intend that the Agreement be a continuation of the Existing Agreement.

4. The parcel which is the subject of the Agreement is more particularly described on Exhibit A attached hereto (“Lessor’s Property”).

5. Pursuant to the Agreement, Lessor leases a portion of Lessor’s Property to Lessee for an initial term commencing on the Effective Date of the Agreement and expiring on June 25, 2021 (“Initial Term”). The Agreement will automatically renew for four (4) terms of five (5) years each.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On the ____ day of _____ in the year 2020 before me, the undersigned, personally appeared _____ [name], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Memorandum of Amended and Restated Ground Lease Agreement and acknowledged to me that she/he executed the same in her/his capacity as _____ [title] of Global Signal Acquisitions II LLC, a Delaware limited liability company, and that by his/her signature on the Memorandum of Amended and Restated Ground Lease Agreement, the individual, or the person upon behalf of which the individual acted, executed the Memorandum of Amended and Restated Ground Lease Agreement.

By: _____

Print Name: _____

Title: _____

My Commission Expires: _____

[affix notary stamp or seal]

EXHIBIT A
(Legal Description of Lessor's Property)

All that tract or parcel of land situate in the Town of Florida, County of Montgomery, and State of New York, with the buildings thereon, bounded and described as follows:

BEGINNING at a point in the northerly margin of New York State Route 5S at the southwesterly corner of lands conveyed to Frederick W. Hirschfeld by Charles P. Hirschfeld by Quitclaim Deed dated July 11, 1957 and recorded in the Montgomery County Clerk's Office on August 22, 1957 in Book 303 of Deeds at Page 539 and running from said point of beginning Northerly along the westerly boundary of the lands of Frederick W. Hirschfeld, a distance of 300 feet to the northwesterly corner thereof; thence easterly along the northerly boundary of said Frederick W. Hirschfeld lands, a distance of 300 feet to the northeasterly corner thereof; thence in a northeasterly direction along the westerly boundary of lands of Abraham and Sylvia Bushman (formerly Constance Kuber) to the southerly margin of Hirschfeld Road, thence running northwesterly along the southerly margin of Hirschfeld Road to the easterly boundary of lands of James Hutchison; thence running southwesterly along the easterly boundary of said lands of James Hutchison to a point, thence continuing southeasterly to a point, and thence southwesterly, along the easterly boundary of the lands of James Hutchison to the northerly margin of New York State Route 5S; running thence easterly along the northerly boundary of New York State 5S to the southwesterly corner of the Frederick W. Hirschfeld lands, which is the point and place of beginning. Containing 50.7 acres of land, more or less.