MONTGOMERY COUNTY NY
BUSINESS DEVELOPMENT CENTER
Made of Something Stronger

Meeting Notice

TO: **Agency Members**

FROM: **Kenneth F. Rose, Chief Executive Officer**

DATE: **July 6, 2026**

RE: **MCIDA and MCCRC Regular Meetings**

The regular meetings of the Montgomery County Industrial Development Agency and Montgomery County Capital Resource Corporation are scheduled for Thursday, July 9, 2026 at 3:30 p.m. at the 113 Park Drive, Fultonville, NY.

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

cc: Christopher Canada, Esq. The Recorder
Montgomery Co. Legislature

Montgomery County Industrial Development Agency
Meeting
Agenda July 9, 2026

I. Call to Order

II. Minutes
   A. Regular Meeting-June 11, 2026

III. Communications

IV. Public Comments

V. Chair's Report

VI. Director's Report

VII. Financial Report
   A. Financial Transactions
   B. Revolving Loan Fund

VIII. Marketing Report

IX. Unfinished Business
   A. Revolving Loan Fund Application-Action Item

X. New Business
   A. MC3 Items

XI. Adjournment

Montgomery County Industrial Development Agency
Meeting Minutes
June 11, 2026

MEMBERS PRESENT:
Mark Kowalczyk, Vice-Chair
Brent Phetteplace, Secretary
Cheryl Reese, Treasurer
Daniel Roth, Member
Martin Kelly, Member
Jessica Cyr, Member

STAFF MEMBERS PRESENT:
Kenneth F. Rose, Chief Executive Officer
Sheila Snell, Chief Financial Officer
Vincenzo Nicosia, Director of Program Dev.
Christie Dingman, Staff Assistant
Stephanie Battisti, Economic Dev. Specialist
Christopher C. Canada, Esq., Agency Counsel

MEMBERS ABSENT:
Matthew Beck, Chair

OTHERS PRESENT:
Bret Aresenal

I. Call to Order

The meeting was called to order by Vice-Chair Mark Kowalczyk at 3:33 p.m.

II. Minutes

A motion was made by Cheryl Reese, seconded by Brent Phetteplace, to approve the Marketing Committee meeting minutes from April 9, 2026. All members present voted in favor

A motion was made by Cheryl Reese, seconded by Brent Phetteplace, to approve the meeting minutes from the IDA regular meeting of April 9, 2026. All members present voted in favor.

III. Communications

There were no communications.

IV. Public Comments

There was no public comment.

V. Chair's Report

Vice-Chair Mark Kowalczyk welcomed Martin Kelly as a new IDA board member.

VI. Director's Report

Ken Rose gave update on getting close to Winn Construction closing. Ken let the board know that staff had a meeting with PennRose and PEMM, LLC in regard to the Exit 29 redevelopment site and a resolution will be coming up in this meeting regarding a water line extension through the site.

VII. Financial Report

A. Financial Transactions

Sheila Snell let the board know the financial statements were included in the Agency Board member's packets. Nothing unusual to report. Sheila was asked by a board member prior to the meeting to look into putting money into a CD, Sheila presented to the board with what she found for rates of CDs from a few banks. No decisions were made at this time.

A motion to approve the financial transaction report was made by Brent Phetteplace and seconded by Dan Roth. All members present voted in favor.

B. Revolving Loan Fund Report

The Revolving Loan Fund report was included in the Agency Board members' packet. Sheila Snell reported that everyone is current and up to date with all payments.

VIII. Marketing & Tourism Report

Small Business of the Month – Vincenzo Nicosia let the board know this month will be going to SIM Golf in Amsterdam. He also mentioned we will be bringing back the business spotlight series, doing one every few months.

Village of Fort Plain reached about getting assistance in shooting a video about the Village and Vinnie is helping with that.

Staff met with Mohawk Lifts in Amsterdam as part of it's outreach program.

Vinnie and the County Executive Pete Vroman went out to the food pantry in Schenectady to work on getting monthly deliveries to each of our food pantries in the county. St. Johnsville will be getting the first delivery this month.

Tourism – 1st Farmers Market was this past weekend; there were over 200 visitors. America 250 tour bus events are starting. Tourism will be doing a video to be put on TV to advertise along with new Tourism booklets. Tourism grant applications came in; staff will be reviewing Friday to decide who will get what funding. Cyle the Erie will be coming through the county again this year on July 17-18.

IX. Unfinished Business

There was no unfinished business

X. New Business

A. Child Care Initiative

Ken Rose and Vincenzo Nicosia reminded the board what Wonderschool was as it was originally approved back in February 2025, it is now moving forward after getting the state approvals needed. Attorney Christopher Canada mentioned the resolution is to approve an agreement with New York State Empire State Development.

The following resolution was offered by Dan Roth, seconded by Cheryl Reese, to wit:

RESOLUTION AUTHORIZING GRANT NEW YORK STATE EMPIRE STATE DEVELOPMENT WONDERSCHOOL, INC.

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

Daniel Roth	VOTING	YES
Matthew Beck	VOTING	ABSENT
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Jessica Cyr	VOTING	YES
Martin Kelly	VOTING	YES

The foregoing Resolution No. 26-12 was thereupon declared duly adopted

A motion was made by Cheryl Reese, seconded by Brent Phetteplace, to enter an executive session to discuss a company's financials at 3:56 p.m.

A motion was made by Cheryl Reese, seconded by Brent Phetteplace to adjourn executive session at 4:08 p.m. All members present were in favor. No action was taken in the executive session

B. Revolving Loan Application

The following resolution was offered by Cheryl Reese, seconded by Brent Phetteplace, to wit:

RESOLUTION RECOMMENDING REVOLVING LOAN TO HEATED ROOF SYSTEMS LLC AND TEMPERTECH MANUFACTURING LLC

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

Cheryl Reese	VOTING	YES
Matthew Beck	VOTING	ABSENT
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	ABSTAIN
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	YES
Martin Kelly	VOTING	YES

The foregoing Resolution No. 26-13 was thereupon declared duly adopted

C. Engineering Services at Exit 29 location

Ken Rose discussed this resolution with the board, explaining the work that the IDA did with the business parks in the Town of Florida and the work needed at the Exit 29 location for PEMM, LLC. and Pennrose Developers. Attorney Chris Canada explained to the board that no rfp was needed and that was also explained in the resolution.

The following resolution was offered by Dan Roth, seconded by Martin Kelly, to wit:

RESOLUTION RECOMMENDING REVOLVING LOAN TO HEATED ROOF SYSTEMS LLC AND TEMPERTECH MANUFACTURING LLC

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

Daniel Roth	VOTING	YES

Matthew Beck	VOTING	ABSENT
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Jessica Cyr	VOTING	YES
Martin Kelly	VOTING	YES

The foregoing Resolution No. 26-14 was thereupon declared duly adopted

IX. Adjournment

A motion was made by Martin Kelly, seconded by Cheryl Reese, to adjourn the meeting at 4:22 p.m. All members present were in favor.

Respectfully submitted,

Stephanie Battisti
Economic Development Specialist
Attachments: Resolution No. 26-12, 26-13, 26-14

RESOLUTION AUTHORIZING GRANT
NEW YORK STATE EMPIRE STATE DEVELOPMENT
WONDERSCHOOL, INC.

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on June 11, 2026 at 3:33 p.m., local time.

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

PRESENT:

Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Jessica Cyr	Member
Daniel Roth	Member
Martin Kelly	Member

ABSENT:

Matthew Beck	Chairperson

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Director of Program Development
Stephanie Battisti	Economic Development Specialist
Christie Dingman	Staff Assistant
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Dan Roth, seconded by Cheryl Reese, to wit:

Resolution No. 26-12

RESOLUTION AUTHORIZING THE MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO (A) ACCEPT GRANT FUNDING FROM THE NEW YORK STATE EMPIRE STATE DEVELOPMENT RELATING TO THE WONDERSHOOL, INC. PROJECT, AND (B) EXECUTE AND DELIVER VARIOUS DOCUMENTS IN CONNECTION THEREWITH.

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 manufacturing, warehousing, research, commercial and industrial 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, among other things, accept gifts, grants, loans, or contributions from, and enter into contracts or other transactions with, the United States and the state or any agency of either of them, any municipality, any public or private corporation or any other legal entity, and to use any such gifts, grants, loans or contributions for any of its corporate purposes; and

WHEREAS, Wonderschool, Inc. (the "Company") wished to submit an application (the "Application") to the New York State Empire State Development ("NYSESD") for grant funding related to certain activities being undertaken by the Company in connection with its child care services, such activities to include the following: (A) (1) recruiting, training, and providing child care business training to ten (10) new family childcare providers, and (2) supporting each provider's licensing process and the opening of the family childcare facility; and (B) providing access to the Company's web-based software platform (CCMS subscriptions) to assist child care providers in managing their child care program operations and relationships with parent users; and

WHEREAS, in connection with, and to facilitate, such Application, the Company delivered an order form (the "Order Form") to the Agency to be entered into by and between the Agency and the Company, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Application was submitted by the Agency on behalf of the Company, and the Agency received an incentive proposal (the "Incentive Proposal"), a copy of which is attached hereto as Exhibit B, and related documents related to a grant in an amount not to exceed $270,000 from NYSESD (the "Grant"); and

WHEREAS, in connection with the Grant, NYSESD has requested that the Agency enter into the Incentive Proposal, a grant agreement (the "Grant Agreement"), and certain other related documents; and

WHEREAS, in order to induce the Agency to accept the Grant and enter into the Grant Agreement, the Company shall be required to enter into an indemnification agreement by and between the Agency and the Company (the "Indemnification Agreement," and collectively with the Order Form, the Incentive Proposal, and the Grant Agreement, the "Grant Documents"); and

WHEREAS, the Agency desires to designate the Chief Executive Officer of the Agency to be responsible for performing the designated functions and required actions related to the Grant Documents; and

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

Section 1. Subject to review of the Grant Documents and any related documents or required actions by the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency, and approval of the Grant Documents and any related documents by counsel to the Agency, the Agency hereby determines to accept the Grant and hereby authorizes the execution by the Agency of the Grant Documents by the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency; provided, however, that the Agency shall not execute the Grant Agreement or related documents unless and until the Agency and the Company enter into the Indemnification Agreement.

Section 2. Subject to approval by counsel to the Agency of the terms of the Grant Documents and any related documents, the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency is hereby authorized to execute and deliver the Grant Documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the form thereof presented to the members of the Agency, with such changes, variations, omissions and insertions as the Chairperson, Vice Chairperson, or Chief Executive Officer shall approve, the execution thereof by the Chairperson, Vice Chairperson, or Chief Executive Officer to constitute conclusive evidence of such approval.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Grant Documents, 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 the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Grant Documents and related documents binding upon the Agency.

Section 4. 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 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	ABSENT
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	YES
Martin Kelly	VOTING	YES

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 extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on June 11, 2026 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 set forth 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"), 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 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 ________ day of _______, 2026.

____
(Assistant) Secretary

(SEAL)

EXHIBIT A

COMPANY ORDER FORM

- SEE ATTACHED -

ORDER FORM

This Order Form is entered as of the Order Effective Date set forth below between Wonderschool, Inc. (“**Wonderschool**”) and Montgomery County Industrial Development Agency (Montgomery County IDA) (“**Partner**”). This Order Form is subject to and governed by the Terms and Conditions attached as Exhibit B (the “**Terms and Conditions**”). Capitalized terms used but not defined in this Order Form have the meanings given in the Terms and Conditions. This Order Form and the Terms and Conditions are together referred to as the “**Agreement**.”

Order Form No.: Q26-0001	**Order Form Effective Date:** Jun 15, 2026
Partner Name: Montgomery County IDA **Partner Billing Address**: 113 Park Drive PO Box 277 Fultonville, NY 12072	**Order Term:** July 1, 2026 – December 31, 2027, or through project goal completion
Services Description: Wonderschool will provide the Services set forth in Exhibit A.	
Order Fee Schedule: Total Fee: $300,000 Fee Schedule: ● Upon Contract Signing – $185,000 ● June 1, 2027 – $65,000 ● Upon Completion of ten (10) Licensed Programs – $50,000 ($5,000 for each program achieving state of New York licensure) Montgomery County IDA will be invoiced immediately upon contract signing and subsequently in accordance with the agreed-upon payment terms. All payments must be made by bank wire transfer in immediately available funds to an account designated by Wonderschool. Fees are due within 30 days of the invoice date.	

WONDERSCHOOL, INC.	**Montgomery County IDA**
By:	**By:**
Name: Chris Bennett **Title:** CEO	**Name:** Kenneth Rose **Title:** CEO

Wonderschool

Exhibit A

Description of Services

Wonderschool will provide the following Services:

(1) The Wonderschool New Program Creation Team will recruit, train, and provide child care business training to ten (10) new family childcare providers. The Wonderschool team will also help support each provider's licensing process and the opening of the family childcare facility.

(2) Wonderschool will also provide access to Wonderschool's web-based software platform (CCMS subscriptions) to assist Providers in managing their child care program operations and relationships with parent users.

Programs

Startup Best Practices	Hands-on Support and Education
• Community Outreach & Recruitment • Business Planning & Coaching	• Wonderschool Academy enrollment • Facility tour booking assistance

Technology

This Technology Support package has been tailored to support the project implementation, provider support, and business strategy:

Technology Offerings	Technology Training
• Child Care Management System (CCMS) • Wonderschool Child Care Finder and Marketplace	• Events (one per quarter): group training sessions, networking events, luncheons, speaker forums, etc. • NYS Licensing support. • Two (2) years of customized provider support (1:1, virtual, webinar, phone, chat, etc.)

Exhibit B
Terms and Conditions

1. **License Grant**. During the term of this Agreement, Wonderschool will grant to child care providers (the "**Child Care Providers**"), a limited, non-exclusive, revocable, nontransferable, and non-sublicensable license to access and use the Wonderschool childcare management platform. Partner acknowledges that each Child Care Provider's use of the Wonderschool platform and/or applications will be subject to Wonderschool's then-current terms of use and privacy policy available on Wonderschool's website.

2. **Fees and Payment Terms**. Unless otherwise stated in the Order, all payments must be made by bank wire transfer in immediately available funds to an account designated by Wonderschool. Fees are due within 30 days of the invoice date.

3. **Term, Termination and Effects of Termination**. This Agreement commences on the Effective Date and continues for the term set forth on the Order Form, unless terminated as set forth in this Section or the Order. Either party may terminate this Agreement for cause if the other party breaches the Agreement and does not remedy such breach within 30 days after receiving written notice of the breach. Upon termination, (a) all rights and licenses granted to Partner will immediately terminate, and (b) Partner must immediately pay all amounts due up to the termination date. Wonderschool may offer Child Care Providers the option to continue using certain of the Services for a fee after termination. This sentence and Sections 4 and 7-9 will survive any termination or expiration of this Agreement.

4. **Intellectual Property**. All intellectual property, including but not limited to patents, trademarks, copyrights, trade secrets, and any other proprietary rights ("**Intellectual Property**"), used in or developed by Wonderschool in the course of providing the services under this Agreement, will remain the exclusive property of Wonderschool. Partner agrees to and hereby does assign to Wonderschool any rights, title, or interest Partner may have or acquire in any Intellectual Property developed under this Agreement and agrees to take any further steps necessary to make such assignment effective.

5. **Representations and Warranties**. Each party represents and warrants that (a) it is validly existing and in good standing under the laws of its jurisdiction, (b) it has full authority to execute and perform this Agreement, (c) the signatory is duly authorized, (d) this Agreement is binding and enforceable, and (e) it will comply with all applicable laws. Wonderschool represents and warrants that it will perform Services in a professional and workmanlike manner.

6. **Disclaimer**. Except for the limited warranties described herein, Wonderschool disclaims all other warranties, express or implied, including warranties of non-infringement, merchantability, satisfactory quality, accuracy, title, fitness for a particular purpose, and any arising from course of dealing or trade practice. The Services are provided "AS IS." Wonderschool does not warrant that the Services will meet Partner's requirements, be without defects or errors, or be uninterrupted.

7. **Indemnification**. The Partner agrees to indemnify, defend, and hold harmless Wonderschool, its affiliates, and their officers, directors, employees, agents, and representatives (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, actions, or proceedings (each a "**Claim**"), and any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) incurred by any of the Indemnified Parties arising out of or relating to: (a) the acts or omissions of any Child Care Provider; (b) the Partner's alleged or actual breach of this Agreement; (c) the Partner's or any Child Care Provider's violation of any law; and (d) any third-party claim arising from the Partner's or any Child Care Provider's use of the Services. The Partner will promptly defend Wonderschool and the other Indemnified Parties against any Claim with counsel reasonably acceptable to Wonderschool. Wonderschool may participate in the defense at its own expense. The Partner may not settle any Claim without Wonderschool's prior written consent, which shall not be unreasonably withheld; provided, however, that Wonderschool's consent is not required if the settlement is solely for monetary damages paid by the Partner and imposes no

obligation on Wonderschool. Wonderschool shall promptly notify the Partner of any Claim for which it seeks indemnification.

8. **Limitation of Liability**.

a. Consequential Damages Waiver. Except for damages arising from Wonderschool's gross negligence or willful misconduct, and even if advised of the possibility of such damages, Wonderschool shall not be liable for any incidental, special, indirect, consequential, exemplary, or punitive damages, including loss of revenue, profits, goodwill, business opportunity, or business interruption, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, arising out of or in connection with this Agreement.

b. Liability Cap. Wonderschool's total liability, regardless of the forum and the form of action, arising out of or related to this Agreement, will not exceed the total amount paid by the Partner to Wonderschool during the twelve months immediately preceding the events giving rise to such claim. To the extent permitted by applicable law, Wonderschool expressly disclaims, and the Partner releases Wonderschool from, any liability arising from (i) any act or omission of any director or child care provider program, (ii) any act or omission of any End User, or (iii) the condition of any child care facilities.

c. Force Majeure. Wonderschool will not be liable for any loss or damage caused by delays or failures due to circumstances beyond its reasonable control, including but not limited to acts of God, war, infectious disease, lockdowns, terrorism, labor disputes, natural disasters, governmental regulations, or utility failures. Some jurisdictions do not allow the exclusion or limitation of damages.

9. **Feedback**. Any suggestions, comments, or other feedback provided by Partner to Wonderschool with respect to the Services will be the property of Wonderschool, which may use, disclose, reproduce, license, and distribute such Feedback without obligation or restriction.

10. **General Provisions**. This Agreement is governed by the laws of the State of California, without regard to its conflict of law provisions. Any disputes must be filed exclusively in the state or federal courts in San Francisco County, California. Wonderschool owns all rights to the Services and Wonderschool platforms and applications, including any improvements or modifications, and all related Intellectual Property. Each party reserves all rights not expressly granted. Neither party may assign this Agreement without the other party’s prior written consent, except in cases of merger, acquisition, or sale of substantially all of a party’s assets. A delay or failure to exercise a right or remedy will not waive that right or remedy. If any provision is held illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect, reflecting the parties’ intent as closely as possible.

EXHIBIT B

INCENTIVE PROPOSAL

- SEE ATTACHED –

NEW YORK STATE OF OPPORTUNITY | Empire State Development

May 7, 2025

Kenneth Rose
Executive Director
Montgomery County IDA
113 Park Drive
Fultonville, NY 12072

Dear Kenneth Rose:

On behalf of New York State and Empire State Development, please let me express our enthusiasm for working with you and Montgomery County IDA to undertake its business development project in New York State as described in the attached Incentive Proposal.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are proposing to assist Montgomery County IDA in the development of its project in New York State. If you choose to proceed under the terms outlined in the Incentive Proposal, please acknowledge your decision by signing the attached Incentive Proposal and returning one copy to me by July 8, 2025. As noted in this Incentive Proposal, funding for this project is subject to the availability of funds, completion of any applicable requirements regarding smart growth, environmental and historic review, non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with program requirements.

Please send a $250 Application Fee payable to Empire State Development, with the project number listed in the Memo line, directly to: Empire State Development, P.O. BOX 5583, New York, NY 10087-5583.

We look forward to working with you on this exciting project. Please contact Ryan LeoGrande at ryan.leogrande@esd.ny.gov at your convenience.

Very truly yours,

A Madmoune

Allison Madmoune
Mohawk Valley Regional Director

cc:
Glendon McLeary

Attachments

Recipient Name: MONTGOMERY COUNTY IDA

General Information			
Contact Name & Mailing Address:	Kenneth Rose Executive Director Montgomery County IDA 113 Park Drive Fultonville, NY 12072		
Email:	krose@co.montgomery.ny.us	**Telephone No:** 518-853-8334	
Type of Business:	IDA		
Project Location(s):	**NYS Region: Mohawk Valley** 113 Park Drive Fultonville, NY 12072		
Project Description:	This project aims to establish ten new family childcare (FCC) facilities in Montgomery County, NY. These facilities will be strategically located to serve high-need areas, addressing the significant childcare shortages in the region. The project will involve recruiting, educating, planning, and establishing new family childcare educators and facilities. Key issues to be addressed include the high percentage of single-parent households and the commuting workforce, which strain current childcare resources. Expected outcomes include increased childcare capacity, enhanced support for working families, and strengthened community stability.		

Project Information*	***Based on the Company's project information submissions of a CFA or PIW**		
Net New Full-time Permanent Employee Job Commitment (For Excelsior projects, refer to attached Preliminary Schedule of Benefits): **New positions may not be filled by transferring employees from other New York State locations.**	N/A	**Permanent Full-time equivalent employees at all NYS Locations:**	N/A
Permanent Full-time equivalent employees at Project Location(s):	N/A	**Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s):**	N/A

PROJECT BUDGET: *THE FOLLOWING COSTS WILL BE INCURRED TO COMPLETE THIS PROJECT*	PROVIDER PLATFORM LICENSES - CHILDCARE MANAGEMENT SYSTEM - CHILDCARE MARKETPLACE WEBSITE - CHILDCARE PARTNERSHIP PLATFORM (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)	$36,000
	PROVIDER INCENTIVES - INCENTIVES TO START LICENSING PROCESS - INCENTIVES TO PROGRESS IN LICENSING PROCESS - GRANTS TO SUPPORT PROVIDERS WITH BLOCKING POINTS (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)	$34,000
	PROVIDER HEALTH CHECK & LMS LICENSES (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)	$40,000
	NEW SUPPLY MANAGED SERVICES - RECRUITING AND QUALIFICATION OF POTENTIAL	$190,000

	PROVIDERS - ONBOARDING ONTO PROVIDER PLATFORM - SUPPORT & HOTLINE - COACHING AND WONDERSCHOOL ACADEMY MODULES - COMMUNITY OF PRACTICE WITH OTHER PARTICIPANTS (BROKEN DOWN BETWEEN 18 MONTHS AND ASSUMING 10 NEW PROVIDERS)		
	TOTAL ESTIMATED COST:	$300,000	
Project Commencement Date:	July 2026	**Project Completion Date:**	December 2027
Projected ESD Director's/CEO Approval Date:	June 2026		

Incentives

Grant Funding Source:	**Upstate Revitalization Initiative Round 1 -2023 Challenges (Working Capital)**
Grant Award Amount Up to:	$270,000
Grant Disbursement Schedule: **Project Milestones:**	Funds will be disbursed in arrears, no more frequently than quarterly in accordance with attainment of milestones outlined below, in proportion to ESD's funding share of eligible expenses with 10% retained per disbursement until 6 months of post-project reporting are submitted, assuming that all project approvals have been completed and funds are available, and documentation verifying total project expenditures of a minimum of $300,000. Payment will be made upon presentation to ESD of an invoice and proof of payment or such other documentation as ESD may reasonably require, including quarterly reports. Quarterly reports will provide an update on the progress, operations, and accomplishments of the project including a description of the activities undertaken, and status toward completion of the project milestones. Monthly data reporting on individual trainee progress will be required and documentation verifying project expenditures of $300,000. 3-month timeline (July 2026 -September 2026) • Build licensing checklist tool for NYS • Hire field recruiter and launch recruitment • 4 identified prospective providers begin training 6-month timeline (October 2026 – December 2026) • 8 identified prospective providers begin training • 3 identified prospective providers submit license applications 9-month timeline (January 2027 – March 2027) • Implement 1 program opening/receiving marketing and enrollment support • 10 identified prospective providers begin training • 6 identified prospective providers submit license applications 12-month timeline (April 2027 – June 2027) • Implement 5 programs opening/receiving marketing and enrollment support • 10 identified prospective providers submit license applications 18-month timeline (July 2027 – December 2027) • 10 programs fully operational and receiving marketing and enrollment support Grantees will be required to register any necessary and required credentials earned in their programs on an open-source credential registry, designated by ESD, to provide credential transparency of publicly funded training and education programs.

Total Incentive Offer

ESD:	$270,000	IDA Sales Tax Exemption:	
Empire Zones:		PILOT:	
OCR:		Utility:	
NYSERDA:		Municipality:	
NYPA:		Local Development Corp.:	
Total NYS:		Total Non-NYS:	

Total of All Incentives:	$270,000

For ESD[1] Internal Use Only:

Job Growth Track ☐	Investment Track ☐	Project # 138,978	CFA #

Incentive Proposal – Definitions and Conditions

Good Standing: The recipient is authorized to do business and is in good standing in the State of New York.

Tax Information: Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

Legal Compliance: Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws and acknowledges that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws.

Environmental, Historic and Smart Growth Review:
Recipient must comply with any applicable environmental, historic, and smart growth review that is required due to ESD assistance or any other public approval or action. Until this is completed, work on any ESD funded project may not begin.

- For further information about Environmental Review under the State Environmental Quality Review Act (SEQRA), please visit the New York State Department of Environmental Conservation's web site at https://www.dec.ny.gov/permits/357.html.
- For further information about Historic Review (consultation process), please visit the New York State Historic Preservation Office's web site at https://parks.ny.gov/shpo/.
- For further information about Smart Growth review under the Smart Growth Public Infrastructure Policy Act, please visit the New York State Department of State' web site at: https://dos.ny.gov/nys-smart-growth-program.

[1] The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

Grant Program Notices and Conditions/Requirements

This Incentive Proposal is subject to the availability of funds; completion of any applicable requirements regarding (1) smart growth, environmental and historic review, (2) non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with applicable statutes and program requirements.

Financial Disclosure:
Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors deemed acceptable to ESD must be provided prior to ESD Directors' approval.

Disbursements:
All disbursements require compliance with program requirements and must be requested by no later than April 1, 2028. Expenditures incurred prior to January 24, 2025, are not eligible project costs and cannot be reimbursed by grant funds. The Grant is being provided in connection with the project as described in the CFA (or ESD application) and that funds will only be made available for projects that are undertaken as described in the CFA (or ESD application), except as expressly authorized by ESD.

Equity:
The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

Fees:
The Recipient will provide a $250 Application Fee, due when this Incentive Proposal is returned. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

Non-discrimination and Contractor Diversity:
ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority and Women-owned Business Enterprise ("MWBE") participation goal of 30% ($81,000) related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project. Additional information can be found here.

The Recipient shall also use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(n), to achieve an overall participation goal of 6% ($16,200) NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs"), in the execution of the grant, for any contractual opportunities generated in connection with the project. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. A further explanation of the SDVOB reporting requirements is found here.

Environmental, Historic and Smart Growth Review:
Please note in particular the Environmental, Historic and Smart Growth Review requirements found here which, if applicable, must be satisfied prior to starting work on any ESD funded project and ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

Environmental Sustainability:
ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

Insurance Requirements:
The Recipient shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate and Three Million Dollars ($3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

Modification:
ESD reserves the right to review and reconsider the terms of this Incentive Proposal and/or funding for the project in the event of any material changes in the plans, circumstances, grantee or project.

Not-For-Profit Organizations:
Not-for-profit organizations must complete the following prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement: 1) be prequalified in the Statewide Financial System ("SFS"); 2) be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau; and 3) be registered and up-to-date with the New York State Office of the State Comptroller's VendRep System. Additional information can be found here.

Reservations of Rights Concerning ESD Funding:
It is expected the project will proceed as described and within the time frame set forth by the Applicant. If the project or its implementation fails to proceed as planned or is delayed for a significant period of time and there is, in the exclusive judgment of ESD, material change in the project or doubt as to its viability, ESD reserves the right to cancel its Incentive Proposal for such project.

Next Steps After Accepting this Incentive Proposal:
Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

By signing recipient understands and acknowledges the following

This Incentive Proposal expires July 8, 2025, unless endorsed below and received by ESD prior to the expiration date. The accepted Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

Recipient has read and knows the contents of the Incentive Proposal prepared by ESD.

Recipient reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants.

Recipient knows all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.

Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project. Recipient hereby accepts the Incentive Proposal in its entirety.

Recipient did not finalize the decision to undertake the project described in the Incentive Proposal prior to January 24, 2025.

APPROVED BY: Glendon McLeary Vice President and Director of Loans & Grants Empire State Development 655 Third Avenue New York, NY 10017 Phone: (212) 803-3658	**ACCEPTED BY OR ON BEHALF OF:** Date Signed: May 7, 2025
ACCEPTED BY: Kenneth Rose Executive Director Montgomery County IDA 113 Park Drive Fultonville, NY 1207	I have read and understand the contents of this incentive proposal and accept it, including the attached terms, conditions and program requirements. I certify that the information provided to ESD for the purposes of obtaining such assistance is true and any financial and employment projections were prepared in good faith based on reasonable assumptions. Further I certify that the recipient, to the best of my knowledge, is compliant with all environmental, worker protection and tax laws and authorize ESD to verify such compliance with relevant government agencies. I acknowledge that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws. **ACCEPTED BY OR ON BEHALF OF:** Date Signed: May 15th, 2026

RESOLUTION RECOMMENDING REVOLVING LOAN TO HEATED ROOF SYSTEMS LLC AND TEMPERTECH MANUFACTURING LLC

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on June 11, 2026 at 3:33 p.m., local time.

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

PRESENT:

Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Jessica Cyr	Member
Daniel Roth	Member
Martin Kelly	Member

ABSENT:

Matthew Beck	Chairperson

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Vincenzo Nicosia	Director of Program Development
Stephanie Battisti	Economic Dev. Specialist
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Cheryl Reese, seconded by Brent Phetteplace, to wit:

Resolution No. 26-13

RESOLUTION RECOMMENDING REVOLVING LOAN FUND APPROVAL FOR HEATED ROOF SYSTEMS LLC AND TEMPERTECH MANUFACTURING LLC

WHEREAS, 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, warehousing, commercial, research and 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, Montgomery County administers an Economic Development Program for the purpose of creating and retaining jobs, and

WHEREAS, the Montgomery County Industrial Development Agency (MCIDA) has been approached by Heated Roof Systems LLC and Tempertech Manufacturing LLC for a loan request of $249,000 at an interest rate of 4.25% for twenty (20) years for the purpose of purchasing real estate at 252 Chapman Drive, Amsterdam NY, and

WHEREAS, said applicant has agreed to create three (5) FTE jobs in conjunction with receiving the loan, and

WHEREAS, the Montgomery County Industrial Development Agency has reviewed the business loan application from Heated Roof Systems LLC and Tempertech Manufacturing LLC.

RESOLVED, that the Montgomery County Industrial Development Agency hereby recommends approval of the loan to Heated Roof Systems LLC and Tempertech Manufacturing LLC in a principal amount not to exceed $249,000.00, and

FURTHER RESOLVED, 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 to carry out the terms of this Resolution, and to execute and deliver any 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 the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolutions, and

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	ABSENT
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	ABSTAIN
Cheryl Reese	VOTING	YES
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	YES
Martin Kelly	VOTING	YES

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 extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on June 11, 2026 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 set forth 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"), 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 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 ___ day of ______________, 2026.

BY:____________________________________
(Assistant) Secretary

(SEAL)

RESOLUTION APPOINTING LIRO ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING SERVICES IN CONNECTION WITH WET TAP AND WATER SERVICE INSTALLATION

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on June 11, 2026 at 3:33 p.m., local time.

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

PRESENT:

Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Jessica Cyr	Member
Daniel Roth	Member
Martin Kelly	Member

ABSENT:

Matthew Beck	Chairperson

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Director of Program Development
Stephanie Battisti	Economic Development Specialist
Christie Dingman	Staff Assistant
Christopher C. Canada, Esq.	Agency Counsel

The following resolution was offered by Dan Roth, seconded by Martin Kelly, to wit:

Resolution No. 26-14

RESOLUTION AUTHORIZING MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") TO (A) APPOINT LIRO ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING SERVICES TO THE AGENCY IN CONNECTION WITH THE PROPOSED INSTALLATION OF NEW WATER SERVICE RELATED TO CERTAIN PROPERTY OWNED BY THE AGENCY AND LOCATED IN THE VILLAGE AND TOWN OF CANAJOHARIE, MONTGOMERY COUNTY, NEW YORK AND (B) EXECUTE VARIOUS DOCUMENTS RELATED THERETO.

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 manufacturing, warehousing, research, commercial and industrial 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, reconstruct, renovate and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, reconstructed, renovated and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Agency is currently the fee title owner of a certain parcel of land containing approximately 19.6 acres and located along East Main Street at Exit 29 of the New York State Thruway (I-90) (Tax Map No.: 63.14-1-9.13) in the Village and Town of Canajoharie, Montgomery County, New York (the "Property"); and

WHEREAS, the Property includes certain existing buildings which constituted a large manufacturing site (the "Facility") that is currently vacant and not being operated; and

WHEREAS, the Agency in July, 2025 received a request from PEMM, LLC (the "Purchaser") to purchase the Property from the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on August 14, 2025 (the "Letter of Intent Resolution"), the Agency entered into a letter of intent (the "Letter of Intent") dated August 22, 2025 by and between the Agency and the Purchaser; and

WHEREAS, further, pursuant to the authorization contained in a resolution adopted by the members of the Agency on November 13, 2025, the Agency authorized the execution and delivery of an agreement for purchase and sale relating to the Property (the "Purchase Contract") and certain conveyance documents related thereto including, but not limited to, a deed and various related forms (the "Conveyance Documents"); and

WHEREAS, the Purchase Contract provides for an advanced due diligence review of the Property; and

WHEREAS, in connection with the due diligence review, the Agency and the Purchaser determined that the existing water line installed on the eastern side of the Property, adjacent to certain property (the "County Property") owned by Montgomery County, New York (the "County"), would not be sufficient for the redevelopment and future proposed use of the Property; and

WHEREAS, based on discussions among the Agency, the County, and the Village of Canajoharie, New York (the "Village"), the extension of the existing water line would further benefit the County Property and, upon completion, would be maintained and operated by the Village; and

WHEREAS, to (a) ensure the Property remains marketable, (b) facilitate (i) the proposed disposition of the Property to the Purchaser and (ii) the future development of the Property, and (c) support any additional public use contemplated by the County and the Village, and based further upon, among other considerations set forth in this resolution, the Agency's knowledge of the Property, the Services (as hereinafter defined), and the needs of the Agency and the County, the Agency desires to engage LiRo Engineers Inc. d/b/a LiRo-Hill ("LiRo") to provide certain civil engineering services to the

Agency associated with the installation of a new water service at the Property that includes performing a pressurized wet tap to the existing water main and constructing approximately six-hundred (600) linear feet of new water service (collectively, the "Services"); and

WHEREAS, Section 103 of the General Municipal Law of the State of New York (the "GML") and the Agency's procurement policy (the "Procurement Policy") generally require the Agency to select service providers in accordance with a request for proposal process, except in the case of certain exceptions; and

WHEREAS, pursuant to Section 103 of the GML and Section 504(A) of the Procurement Policy, the Agency is authorized, in the discretion of the Agency, to forego the requirements with respect to quotation and competitive bidding when the Agency is procuring professional services due to (a) the special or technical skill, training or expertise required to provide such professional services, and (b) the accountability, reliability, responsibility, skill, conflict of interests, reputation, education and training, judgement, integrity, continuity of service and moral worth of any selected firm; and

WHEREAS, the Agency has been advised that time is of the essence in connection with the disposition and effective redevelopment of the Property to prevent the continued vacancy and potential deterioration of the Facility; and

WHEREAS, in connection with the provision of the Services, LiRo (a) possesses the expertise and skill necessary to provide the Services in a timely manner sufficient to facilitate the proposed disposition and redevelopment of the Property, and (b) is familiar with the Property and has previously evaluated and provided similar services related to the Property; and

WHEREAS, based on the information set forth in this resolution, the Agency desires to make special findings determining that the Services are classified as a professional service which is eligible for exemption from the competitive bidding requirements under the GML and the Procurement Policy; and

WHEREAS, based on the foregoing, and subject to the special findings outlined in this resolution, the Agency desires to authorize (A) the appointment of LiRo to provide the Services in connection with the Property, and (B) the execution and delivery of the proposal attached hereto as Exhibit A (the "Proposal") and such other documents as may be necessary to obtain the Services; and

WHEREAS, the Proposal provides for compensation for the Services in an amount equal to $14,500; and

WHEREAS, the Agency further desires to appropriate an amount not to exceed $14,500 in connection with the Services; 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"), it appears that the execution and delivery of the Proposal and the expenditure of moneys in connection with the Services (collectively, the "Action") constitutes a "Type II action" (as said quoted term is defined in the Regulations), and therefore it appears that no further determination or procedure under SEQRA is required with respect to the Action; and

WHEREAS, the Agency now desires to authorize (A) the appointment of LiRo to provide the Services to the Agency, (B) the execution and delivery of the Proposal and such other documents as may be necessary to obtain the Services, and (C) the expenditure of an amount not to exceed $14,500 in connection with the Services; and

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

Section 1. All action taken by the staff, counsel, Committees, Chairperson, Vice Chairperson, and/or Chief Executive Officer of the Agency with respect to obtaining the Services is hereby ratified and confirmed.

Section 2. Pursuant to SEQRA, based upon an examination of the Action, the Agency hereby finds and determines that:

(A) Pursuant to Section 617.5(c)(26) and (32) of the Regulations, the Action is a "Type II action" (as said quoted term is defined in the Regulations); and

(B) Accordingly, the Agency hereby determines that no environmental impact statement or any other determination or procedure is required under SEQRA with respect to the Action.

Section 3. Pursuant to the Act, 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 of the Act and to exercise all powers granted to it under the Act;

(B) The Action, including the disposition and future redevelopment of the Property and the prevention of the deterioration of the Facility, 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, and thereby serve the public purposes of the Act; and

(C) It is desirable and in the public interest for the Agency to undertake the Action.

Section 4. Pursuant to the Procurement Policy, the Agency hereby finds and determines that:

(A) The provision of the Services requires special and technical skill, training or expertise as outlined in Section 3 of the Proposal; and

(B) The accountability, reliability, responsibility, skill, conflict of interests, reputation, education and training, judgement, integrity, continuity of service and moral worth of LiRo are demonstrated by the following:

(i) LiRo has an outstanding and reliable presence in the County and has maintained a good reputation throughout the surrounding area;

(ii) LiRo has previously provided services substantially similar to the Services to the County in connection with the Property;

(iii) LiRo has an understanding of the needs of the Agency, the County and the Village with respect to the Services; and

(iv) LiRo has indicated that it can facilitate the Services within the timetable necessary to maintain the viability of the Property.

Section 5. Based on the determinations made in Section 3 hereof, the Agency hereby further finds and determines that the solicitation of alternative proposals or equipment for the Services will not be in the best interest of the Agency, and therefore determines to: (A) accept LiRo to provide the Services, (B) enter into the Proposal and any related documents thereto, and (C) to do all things necessary or appropriate for the accomplishment thereof.

Section 6. In consequence of the foregoing, and subject to review of the Proposal and any related documents or required actions by the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency, and approval of the Proposal and any related documents by counsel to the Agency, the Agency hereby (A) determines to: (i) engage LiRo to provide the Services to the Agency, and (ii) appropriate moneys for such Services in an amount not to exceed $14,500; and (B) hereby authorizes the execution by the Agency of the Proposal and any related documents by the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency.

Section 7. Subject to approval by counsel to the Agency of the terms of the Proposal and any related documents, the Chairperson, Vice Chairperson, or Chief Executive Officer of the Agency is hereby authorized to execute and deliver the Proposal and any related documents, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the form thereof presented to the members of the Agency, with such changes, variations, omissions and insertions as the Chairperson, Vice Chairperson, or Chief Executive Officer shall approve, the execution thereof by the Chairperson, Vice Chairperson, or Chief Executive Officer to constitute conclusive evidence of such approval.

Section 8. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Proposal and any related documents, 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 the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Proposal and any related documents binding upon the Agency.

Section 9. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

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	ABSENT
Mark Kowalczyk	VOTING	YES
Brent Phetteplace	VOTING	YES
Cheryl Reese	VOTING	YES
Jessica Cyr	VOTING	YES
Daniel Roth	VOTING	YES
Martin Kelly	VOTING	YES

The foregoing resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

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, including the resolution contained therein, held on June 11, 2026 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 set forth 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"), 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 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 ______ day of _________, 2026.

____
(Assistant) Secretary

(SEAL)

EXHIBIT A

PROPOSAL

- SEE ATTACHED -

LiRo Engineers, Inc.
GISI Consulting Group Company
690 Delaware Avenue, Buffalo, NY 14209 Telephone 716.882.5476 www.liro-hill.com

June 9, 2026

Kenneth F. Rose, CEO
Business Development Center
113 Park Drive
Fultonville, NY 12072

RE: Wet Tap and Water Service Installation
Former Beech-Nut Plant
102 Church Street, Canajoharie, NY 13317

Dear Mr. Rose:

Per your request, LiRo Engineers Inc. b/d/a LiRo-Hill is pleased to submit for your review and consideration our proposal to provide design services for civil engineering related to water services.

1. Project Background

LiRo-Hill understands that, in order to attract potential new developers, the County would like to get a new waterline extension installed at the former Beech-Nut plant as soon as possible. LiRo-Hill proposes to provide civil engineering services associated with the installation of a new water service at the former Beech-Nut plant that includes performing a pressurized wet tap to the existing 10-inch water main on Church Street and constructing approximately 600 linear feet of new water service to serve the subject site. All work will be performed in conformance with applicable AWWA standards, New York State Department of Health (NYSDOH) requirements, and Village of Canajoharie standards & regulations.

2. Proposed Scope of Services

LiRo-Hill will provide civil engineering design, technical specifications for the wet tap connection and water service installation as described herein. The scope is organized into the following primary phases: Field Verification, Design Development, and Permitting and Agency Coordination.

3. Technical Scope of Services

The specific design scope will include the following:

3.1. Field Verification and Existing Conditions Assessment

LiRo-Hill will conduct a targeted site visit to the project location to confirm existing conditions prior to design. Field verification tasks will include:

- Confirming the horizontal and vertical location of the existing 10-inch water main on Church Street, including pipe material, depth of cover, and operating pressure.
- Documenting existing site conditions along the proposed 600-linear-foot service corridor, including surface features, drainage patterns, and potential conflicts.

- Coordinating utility mark-outs through New York 811 (Dig Safely New York) to identify and document all subsurface utilities within the project limits.
- Photographing existing conditions for record and design reference purposes.
- Evaluate the locations on the existing former rail bridge (proposed pedestrian bridge) for hanging the 10-inch watermain crossing Canajoharie Creek.

3.2. Subsurface Utility Engineering (SUE):

LiRo-Hill will perform Subsurface Utility Engineering investigations in accordance with ASCE Standard CI/ASCE 38-02 to reduce risk associated with unknown underground utilities along the proposed service corridor. This will be conducted through a Call 811 Mark-out Request. SUE tasks will include:

- Conducting ASCE Quality Level B (QL-B) investigations using ground-penetrating radar (GPR) and electromagnetic detection technologies to designate subsurface utilities within the project limits.
- Documenting utility designations on the base survey drawing for incorporation into design documents.
- Coordinating with utility owners as necessary to verify utility locations and depths.

Note: The effectiveness of EM & GPR equipment to designate the existence of a subsurface utility is dependent on the soil and ground water conditions. Soils with significant clay content and high moisture content will attenuate (absorb) the GPR pulse, which significantly reduces signal response and ultimately the ability to identify subsurface utilities and/or structures. GPR profiles may not be collected throughout the entire investigation area; however, GPR technology will be utilized to augment the investigation, as deemed necessary.

3.3. Design Development:

LiRo-Hill will prepare construction documents for the wet tap connection and 600-linear-foot water service installation. A basemap will be set up from existing survey information provided to LiRo-Hill in AutoCAD format. Design tasks will be organized by submission phase as follows:

50% Schematic Design Submission

- Prepare a schematic plan depicting the proposed wet tap location on the existing 10-inch water main, the water service alignment, and the terminus point at the western plant site.
- Identify proposed pipe material, diameter, and general routing.
- Prepare plan and profile drawings depicting the proposed 10-inch water service alignment, including horizontal and vertical geometry, depth of cover, and utility crossings.
- Prepare a preliminary opinion of probable construction cost (OPCC).
- Submit for LiRo-Hill internal review and client comment.
- Submit for client review and comment.

100% Construction Documents Submission

- Incorporate all review comments from the 50% submission and advance documents to 100% completion.
- Finalize plan and profile drawings, details, and technical specifications.
- Develop wet tap details, including the 10-inch by 10-inch stainless steel tapping sleeve, 10-inch resilient wedge gate valve, valve box, and appurtenances.
- Prepare thrust restraint details at all bends, tees, and dead-end terminations.
- Develop technical specifications for pipe materials, tapping sleeve and valve assembly, bedding and backfill, pressure testing, and disinfection.
- Prepare a complete bid package, including front-end documents, general conditions, and technical specifications formatted in accordance with applicable standards.
- Prepare a final detailed construction cost estimate.
- Submit final construction documents for client approval and permit filing.

4. *Permitting and Agency Coordination:*

LiRo-Hill will support the permitting process for the proposed water service installation. Permitting tasks will include:

- Preparing and submitting a Water Supply Permit application to the New York State Department of Health (NYSDOH) in accordance with 10 NYCRR Part 5 requirements.
- Coordinating with the Village of Canajoharie Department of Public Works and/or Water Works Department for review and approval of construction documents.
- Obtaining a Highway Work Permit from the Village of Canajoharie and/or Montgomery County, as applicable, for any work within the public right-of-way on Church Street.
- Responding to agency review comments and resubmitting documents as required to obtain all necessary approvals prior to construction.

5. Bid Document Submission

LiRo Engineers, Inc. will prepare the Bid Documents for the project's bid package after receiving written approval from the client. All Bid Documents have been thoroughly checked for constructability, accuracy and for the coordination of all their parts and details and conformity to all applicable laws, ordinances, and codes. All drawings and specifications will bear the signature and seal of a professional engineer licensed in the State of New York. LiRo-Hill will be fully responsible for all designs and Bid Documents provided under this contract.

6. Compensation

The lump sum fee for the services included in this proposal will be $14,500.

LiRo-Hill
GISI Consulting Group Company

7. Assumptions, Exclusions, and Receivables

LiRo-Hill assumes the following:

1. LiRo-Hill will utilize a basemap previously developed by Ravi Engineers.
2. There will be no more than two rounds of revisions.
3. There are no utility offsets considered in this proposal.
4. Curb valve locations, utility ownership, exact lateral lengths, and unforeseen subsurface conditions will be confirmed during design and/or construction.
5. Work outside the water service installation will be considered additional service.
6. No surface restoration is required.
7. Anything more than an 811-utility mark out will be considered additional service.

LiRo-Hill excludes the following:

1. Pressure testing or hydrant flow testing;
2. GPR or subsurface utility investigation beyond standard utility mark-out;
3. Environmental sampling, hazardous materials investigation, contaminated soil handling plans, or disposal profiling;
4. Geotechnical boring and testing, monitoring wells, or test pits;
5. Temporary fire-protection measures or shutdown impairment planning beyond normal design coordination notes (this is considered means and methods of contractor's operations);
6. Redesign resulting from contractor means and methods, contractor error, or materially different concealed conditions.
7. Filing fees payable to permitting agencies. (To be paid by the client)
8. Value engineering studies or reviews are excluded.
9. Any design work requested due to major design/layout changes made by client or changes requested by local agencies to gain approval are excluded and would be considered an additional service.
10. Topographical Surveying, Construction Layouts, As-Builts, and Final Surveys are not included in this scope of work
11. Excludes Stormwater Pollution Prevention Plan
12. Excludes any utility or hydrant relocations
13. Site specific seismic response analyses.
14. Maintenance and protection of traffic plans.
15. Design/Engineering services besides those listed above.
16. Construction Management services.
17. Any site-specific safety orientations and/or pre-mobilization paperwork.

We appreciate the opportunity to submit this proposal and look forward to the project. If you find the terms listed above acceptable, please issue a work order so we can mobilize for design services. Should you require additional information or wish to discuss our proposal in more detail please feel free to reach out.

Sincerely,
LiRo Engineers, Inc.

Robert Kreuzer
Senior Vice President

MCIDA

Balance Sheet

As of Jun 30, 2026

	TOTAL
Assets	
Current Assets	
Bank Accounts	
200 Cash	
200.1 NBT-General Fund	12,001.78
200.2 NBT-MMDA	6,846,293.00
200.4 NBT-USDA	99,231.85
200.7 NBT Payroll	27,275.63
Total for 200 Cash	**$6,984,802.26**
Total for Bank Accounts	**$6,984,802.26**
Other Current Assets	
253 Loan Receivable	178,425.35
255 Accounts Receivable	0.00
420 Due from Other Government	$0.00
420.1 Due From Montgomery County	0.00
420.2 Due From CRC	0.00
Total for 420 Due from Other Government	**$0.00**
480 Prepaids	
480.1 Prepaid Expenses	0.00
480.2 Prepaid Insurance	4,558.87
480.3 Prepaid Marketing	0.00
Total for 480 Prepaids	**$4,558.87**
Inventory Asset	0.00
Total for Other Current Assets	**$182,984.22**
Total for Current Assets	**$7,167,786.48**
Other Assets	
100.10 Clark-Ld Dvlp(TBK)-Phs II	52,131.20
100.1 GP-Land Adams Purchase	64,439.69
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
100.2 GP Lnd EdwardClark Prchs	0.00
100.30 FP Land Bushman Property	0.00
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	608,483.29
100.50 Land-Parking Lot	10.00
100.51 Prkng Lot Lease Hld Imprv	97,530.23
100.52 NBT-Parking Lot Accum Depr	-97,530.23
101 101 Inventory Asset Exit 29	800,069.00

MCIDA

Balance Sheet

As of Jun 30, 2026

	TOTAL
251 Lease Receivable-NBT	0.00
Total for Other Assets	**$1,569,043.95**
Total for Assets	**$8,736,830.43**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
600 Accounts Payable	0.00
Total for Accounts Payable	**$0.00**
Other Current Liabilities	
605 Accounts Payable-Misc	11,436.02
610 Deposits/Retainers	0.00
615 Deposits/Options	0.00
620 PILOTS Clearing Account	119.87
622 PILOT Clearing BeechNut	0.00
635 Due to Montgomery Cty Misc	0.00
640 Salary Payable-County Admi	0.00
645 Payroll Tax Withholding	0.00
651 651 - Amazon Escrow	13,265.61
660.2 Deferred Revenue-GP Note	8,429.19
660 Deferred Revenues	
660.1 Dfrrd Int Revenue-NBT	0.00
660.5 Def Int Rev - Cell Tower	0.00
Total for 660 Deferred Revenues	**$0.00**
690 Overpayments & Charges	0.00
Total for Other Current Liabilities	**$33,250.69**
Total for Current Liabilities	**$33,250.69**
Long-term Liabilities	
630 Due to Other Gov'ts	$0.00
630.1 Due To MC3 Development	611,168.70
630.2 Due To MC Parks	295,000.00
630.3 Due To MC-Parks Res 108-97	317,984.64
630.4 Due To MC-IAP Reimbursemnt	369,634.53
Total for 630 Due to Other Gov'ts	**$1,593,787.87**
650 USDA Clearing Account	0.00
Total for Long-term Liabilities	**$1,593,787.87**
Total for Liabilities	**$1,627,038.56**
Equity	
920 Opening Bal Equity	1,611,682.78
922 Retained Earnings - USDA	83,418.86
921 Retained Earnings	1,659,426.69

MCIDA

Balance Sheet

As of Jun 30, 2026

	TOTAL
Net Income	3,755,263.54
Total for Equity	**$7,109,791.87**
Total for Liabilities and Equity	**$8,736,830.43**

MCIDA

Profit and Loss

June 1-30, 2026

	TOTAL
Income	
2220 Agency Fees (Projects)	181,350.00
2401 Interest & Earnings	
2401.1 Bank Interest-NBT Gen Fd	0.48
2401.2 Bank Interest-NBT MMDA	13,317.73
Total for 2401 Interest & Earnings	**$13,318.21**
Total for Income	**$194,668.21**
Gross Profit	**$194,668.21**
Expenses	
6110 Professional Fees	3,250.00
6130 Legal Fees	17,869.00
6160 Insurance Expense	902.66
6165 Bank Service Charges	15.00
6170 Administrative Expense	250.00
6175 General Office Expense	1,554.62
6195 Food&Entertainment Expense	80.00
9000 Payroll	4,384.64
9005 Payroll Taxes	397.98
9010 Payroll Fees (Paychex)	179.12
Total for Expenses	**$28,883.02**
Net Operating Income	**$165,785.19**
Net Income	**$165,785.19**

MCIDA

Transaction Report

June 1-30, 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
200 Cash								
200.2 NBT-MMDA								
Beginning Balance								6,681,640.27
06/04/2026	Transfer			remaining 2026 payroll	200 Cash:200.2 NBT-MMDA	NBT Payroll	-30,000.00	6,651,640.27
06/15/2026	Deposit			IDA Project Fees	200 Cash:200.2 NBT-MMDA	Agency Fees (Projects)	181,350.00	6,832,990.27
06/15/2026	Journal Entry	Wire Transfer Fees		Wire Transfer Fees	200 Cash:200.2 NBT-MMDA		-15.00	6,832,975.27
06/30/2026	Deposit	INTEREST		Interest Earned	200 Cash:200.2 NBT-MMDA	Bank Interest-NBT MMDA	13,317.73	6,846,293.00
Total for 200.2 NBT-MMDA							**$164,652.73**	
Total for 200 Cash with sub-accounts							**$164,652.73**	
TOTAL							**$164,652.73**	

RESOLUTION RECOMMENDING AMENDMENT TO REVOLVING LOAN FUND AGREEMENT TO HEATED ROOF SYSTEMS LLC AND TEMPERTECH MANUFACTURING LLC

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on July 9, 2026 at 3:30 p.m., local time.

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

PRESENT:

Matthew Beck	Chairperson
Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Jessica Cyr	Member
Daniel Roth	Member
Martin Kelly	Member

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Christie Dingman	Staff Assistant
Vincenzo Nicosia	Director of Program Development
Stephanie Battisti	Economic Development Specialist
Christopher C. Canada, Esq.	Agency Counsel

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

Resolution No. 26-15

RESOLUTION RECOMMENDING AMENDMENT TO REVOLVING LOAN FUND AGREEMENT TO HEATED ROOF SYSTEMS LLC AND TEMPERTECH MANUFACTURING LLC

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, warehousing, commercial, research and 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, Montgomery County administers the Economic Development Program for the purpose of creating and retaining jobs, and

WHEREAS, Resolution No. 26-13 by the Montgomery County Industrial Development Agency approved a loan to Heated Roof Systems LLC and Tempertech Manufacturing LLC for an amount not to exceed $249,000 payable in not more than 20 years monthly installments, with an interest rate of 4.25% for the purposes of purchasing real estate at 252 Chapman Drive Amsterdam NY; and

WHEREAS, applicant has agreed to create 5 FTE jobs in conjunction with receiving said loan; and

WHEREAS, said applicant has requested an amendment to said loan agreement as it relates an increase of FTE's job to 8.5; and

WHEREAS, all other terms and conditions will remain unchanged.

RESOLVED, that the Montgomery County Industrial Development Agency recommends the approval of the amendment as detailed above, and

FURTHER RESOLVED, 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 to carry out the terms of this Resolution, and to execute and deliver any 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 the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolutions, and

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	____________
Mark Kowalczyk	VOTING	____________
Brent Phetteplace	VOTING	____________
Cheryl Reese	VOTING	____________
Edward Watt	VOTING	____________
Laurie Weingart	VOTING	____________
Jessica Cyr	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 extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on July 9, 2026 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 set forth 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"), 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 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 ______ day of _________, 2026.

Montgomery County

Loan Application

APPLICANT INFO

Name:	Heated Roof Systems LLC Tempertech Manufacturing LLC	Names	Brett Arseneau
Address:	252 Chapman Ave	Phone #	[redacted]
	Amsterdam NY 12010	email	[redacted]

FEES

Application:	$1,250.00
Attorney (Legal):	
Total	$ 1,250.00

LOAN PROPOSAL

Uses			
Land Acquisition		Financial Bank	
Building Acquisition	$ 249,000.00		
Expansions/Renovations		**Montgomery County Loan**	**$ 249,000.00**
New Construction			
Machinery and Equipment			
Software		ESD Grant	
Motor Vehicles			
Inventory/Supplies/Furnishing		Owner's Equity	$ 27,500.00
Debt Refinancing			
Working Capital	$ 27,500.00		
Other			
Total	$ 276,500.00		$ 276,500.00

Use of Montgomery County Funds:

Montgomery County Funds will be used for the purchase of the building located at 8252 Chapman Drive Amsterdam NY

COLLATERAL:

Collateral will be the building located at 252 Chapman Drive Amsterdam NY

Personal Guarantor	Brett Arseneau	SSN#	[redacted]
Address	[redacted]		[redacted]
	[redacted]		
Personal Guarantor		SSN#	
Address			
Personal Guarantor		SSN#	
Address			

Other:

TERMS - MONTGOMERY COUNTY LOAN
20 Year @ 4.25% Monthly Payment = $1541.89

RISK FACTORS
Fairly new business
Old building in need of many upgrades

MITIGATION OF RISK FACTORS
1 Credit Checks
2 Verification of Appraisal

CONDITIONS PRECEDENT TO CLOSING THE LOAN
Apprasial
Equity/Collateral
Commitment Letter

BASIS OF "LENDER OF LAST RESORT" REQUIREMENT

Denial Letters

RESOLUTION APPROVING PLAN OF DISSOLUTION OF MCEDC
CNB PROJECT/MC.3 MATTER

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at the Montgomery County Business Development Center located at 113 Park Drive, Fultonville, New York on July 9, 2026 at 3:30 p.m., local time.

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

PRESENT:

Matthew Beck	Chairperson
Mark Kowalczyk	Vice Chairperson
Brent Phetteplace	Secretary/Assistant Treasurer
Cheryl Reese	Treasurer/Assistant Secretary
Jessica Cyr	Member
Daniel Roth	Member
Martin Kelly	Member

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Director of Program Development
Stephanie Battisti	Economic Development Specialist
Christie Dingman	Staff Assistant
Christopher C. Canada, Esq.	Agency Counsel

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

Resolution No. 26-16

RESOLUTION APPROVING THE PLAN OF DISSOLUTION OF THE MONTGOMERY COUNTY ECONOMIC DEVELOPMENT CORPORATION AND PROVIDING FOR THE DISSOLUTION THEREOF.

WHEREAS, 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 manufacturing, warehousing, research, commercial and industrial 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 and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, in 1995 and 1996 the Agency issued its taxable revenue bonds to assist CNB Financial Corp. (the "Company") in undertaking a project (the "Project") consisting of the following: (A) (1) the acquisition of certain parcels of land located on West Main Street, the site of the former Department of Public Works Garage and certain property currently owned by the Village in the Village of Canajoharie, Montgomery County, New York (collectively, the "Village Parcel"), (2) the construction of a new building on the Land to contain approximately 30,000 square feet of space (the "New Facility"), (3) the demolition of existing structures on a parcel of land to be acquired and conveyed to the Issuer (the "Additional Parcel"), (4) the acquisition and renovation of the existing buildings (collectively the "Existing Facility") located on Church Street (the "CNB Parcel"), (5) demolition of existing improvements and renovations and construction of parking lots on portions of the Village Parcel (the "Parking Lots") and (6) the acquisition and installation of certain machinery and equipment (the "Equipment"), all of the foregoing to constitute the construction of a new operations facility to be owned by the Company and leased by the Company to Central National Bank, Canajoharie (the "Subsidiary"); (B) the financing of all or a portion of the cost of the foregoing by the issuance of its industrial development revenue bonds in one or more issues or series in an aggregate principal amount sufficient to pay the cost of undertaking the Project together with necessary incidental costs in connection therewith; and (C) the lease (with an obligation to purchase) or sale of the Project Facility (as hereinafter defined) to the Company; and

WHEREAS, in connection with the undertaking of the Project, Montgomery County Economic Development Corporation (the "MCEDC") took various actions to assemble the parcels of real estate needed by the Company to undertake the Project, including the creation of MC.3 Corporation ("MC.3"), a for profit corporation created to hold title to several of the parcels and to lease such parcels for use in connection with the Project; and

WHEREAS, over the years the MCEDC became effectively dormant but, through MC.3, accumulated significant funds pursuant to the leases and such funds have been held by the Agency on behalf of the MCEDC and MC.3 pending the disposition of such funds; and

WHEREAS, the Agency desired to provide for the disposition of such funds, and, since MC.3 was created by the MCEDC pursuant to the MCEDC's purpose of promoting and creating economic development in Montgomery County, New York (the "County"), the Agency desired that such funds be disposed to the Agency, or an affiliated entity, so as to continue promoting and creating economic development in the County; and

WHEREAS, to facilitate the disposition of such funds, the Agency desired to reconstitute the board of directors of the MCEDC and, by resolution adopted by the Agency on July 18, 2024 (the "Reconstitution Resolution"), the Agency authorized (A) the making of a donation of one-hundred dollars ($100) to the MCEDC to become a voting member thereof, (B) the election of directors to serve on the board of directors of the MCEDC, and (C) such other actions as may be necessary to reconstitute the MCEDC (collectively, such actions are hereinafter referred to as the "Reconstitution"); and

WHEREAS, as the sole voting member of the MCEDC, the Agency, by written consent of the sole voting member without a meeting on December 12, 2024 (the "Written Consent"), (A) confirmed the election of the board of directors of the MCEDC, (B) approved a plan of dissolution and distribution of assets of the MCEDC (the "Plan of Dissolution") which proposed the distribution of the MCEDC's assets to the Montgomery County Capital Resource Corporation (the "MCCRC"), and (C) authorized the submission of the Plan of Dissolution to the Office of Attorney General of the State of New York (the "Attorney General") for approval pursuant to Section 1002 of the Not-For-Profit Corporation Law of the State of New York (the "NFPCL"); and

WHEREAS, in March, 2025, the Agency submitted the Plan of Dissolution dated December 30, 2024 to the Attorney General; and

WHEREAS, pursuant to Approval No. OAG-AL-2026-207 dated June 23, 2026 (the "Approval"), a copy of which is attached hereto as Exhibit A, the Attorney General approved the Plan of Dissolution authorizing the distribution of the assets of the MCEDC to the MCCRC; and

WHEREAS, in connection with the receipt of the Approval, the Agency desires to ratify and confirm the Plan of Dissolution, including the distribution of the assets of the MCEDC to the MCCRC, and authorize the Agency to take such action as may be necessary to implement the Plan of Dissolution including, but not limited to, the filing of a certificate of dissolution with respect to the MCEDC (the "Certificate of Dissolution") (collectively, the "Action"); and

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

Section 1. All action taken by the Chairperson, Vice Chairperson, Chief Executive Officer and other staff of the Agency and counsel to the Agency with respect to the MCEDC and the Plan of Dissolution is hereby ratified and confirmed.

Section 2. 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;

(B) The MCCRC is a charitable corporation formed as a not-for-profit local development corporation pursuant to Section 1411 of the NFPCL, and is engaged in activities substantially similar to the MCEDC's activities;

(C) The Action is consistent with the purposes and powers of the Agency provided under the Act and the MCCRC provided under the NFPCL;

(D) The Action will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of the County and the State of 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 undertake the Action and for the assets of MCEDC to be distributed to MCCRC.

Section 3. In consequence of the foregoing, the Agency hereby determines to authorize the Chairperson, Vice Chairperson, Chief Executive Officer and other staff of the Agency, with the assistance of counsel to the Agency, to undertake the Action.

Section 4. The Agency understands that the Action will be taken in accordance with the requirements of New York State law.

Section 5. 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 to undertake the Action, and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the this resolution.

Section 6. 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	________________
Mark Kowalczyk	VOTING	________________
Brent Phetteplace	VOTING	________________
Cheryl Reese	VOTING	________________
Jessica Cyr	VOTING	________________
Daniel Roth	VOTING	________________
Martin Kelly	VOTING	________________

The foregoing resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

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, including the resolution contained therein, held on July 9, 2026 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 set forth 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"), 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 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 9th day of July, 2026.

____
(Assistant) Secretary

(SEAL)

EXHIBIT A

APPROVAL OF THE OFFICE OF THE ATTORNEY GENERAL

- SEE ATTACHED -

In the Matter of the Application of

MONTGOMERY COUNTY ECONOMIC DEVELOPMENT CORP. for

APPROVAL OF A PLAN OF DISSOLUTION AND DISTRIBUTION OF ASSETS

Pursuant to Section 1002 of the Not-for-Profit Corporation Law

ATTORNEY GENERAL'S APPROVAL OF PLAN OF DISSOLUTION AND DISTRIBUTION OF ASSETS

OAG # OAG-AL-2026-207

1. By Petition verified on December 30, 2024, Montgomery County Economic Development Corp. applied to the Attorney General, pursuant to Section 1002 of the Not-for-Profit Corporation Law, for approval of a Plan of Dissolution and Distribution of Assets.

2. Based on a review of the Petition and its attachments, the verification and certification of Michael J. Pepe, the Vice President of THE Montgomery County Economic Development Corp.(the "Corporation"), and the Corporation having received all required governmental approvals therefor, the Attorney General has determined that the Corporation has complied with the provisions of Section 1002 of the Not-for-Profit Corporation Law applicable to the dissolution of not-for-profit corporations with assets.

3. The Plan of Dissolution and Distribution of Assets is approved.

LETITIA JAMES
ATTORNEY GENERAL OF THE STATE OF NEW YORK

By: ______________________
Assistant Attorney General
Jennifer L. Allinson

Dated: June 23,2026

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