


# *Tompkins County* *Industrial Development Agency*

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Administration provided by  **TCAD**

**TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
BOARD OF DIRECTORS MEETING  
• Thursday, March 8, 2018 •  
3:30 PM  
Legislative Chambers  
Governor Daniel D. Tompkins Building  
121 E. Court Street, Ithaca NY**

**AGENDA**

**1. CALL TO ORDER**

**2. PRIVILEGE OF THE FLOOR**

**3. BUSINESS**

- Authorization to enter 2017 TCIDA/TCDC Audit information into PARIS online system
- NY Newfield I, II & III Financing Consent  
Request Letter  
Inducement Resolution
- Affordable Housing and the IDA - Discussion

**4. STAFF REPORT**

**5. APPROVAL OF MEETING MINUTES – February 8, 2018**

**6. ADJOURNMENT**

**Next Meeting: April 12, 2018**

February 27, 2018

Heather McDaniel  
Administrative Director  
Tompkins County Industrial Development Agency  
401 East State/Martin Luther King Junior Street  
Ithaca, NY 14850

Re: Request for Review and Approval Regarding Construction Financing for Millard Solar Project

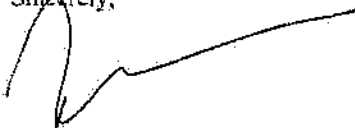
Dear Ms. McDaniel,

This letter is a formal request to be placed on the agenda of the March 8, 2018 Tompkins County Industrial Development Agency ("TCIDA") meeting to address the following items.

Each of NY Newfield I, LLC, NY Newfield II, LLC, and NY Newfield III, LLC (collectively, the "Project Companies") have applied for financing from Seminole Funding Resources, LLC in connection with the construction of the Millard Solar Project in a principal amount not to exceed \$10,000,000.

This letter is provided to request the TCIDA's delivery of, and agreement to the matters contained in, the Consent and Estoppel Certificate in the form attached as Exhibit A.

Sincerely,



Zaid Ashai  
CEO  
Nexamp, Inc., sole member of  
Nexamp Capital, LLC, managing member of  
Green Eagle Solar II, LLC Series 1, sole member of  
Millard Hill Holdco, LLC, sole member of the  
Project Companies

Exhibit A

*See attached*

## LANDLORD CONSENT AND ESTOPPEL CERTIFICATE

(NY NEWFIELD I LEASEBACK AGREEMENT)

To: Seminole Funding Resources, LLC  
455 N. Indian Rocks Road  
Belleair Bluffs, Florida 33770  
Attention: Tim Fetter

Re: Leaseback Agreement (Agency to Company) Dated: November 30, 2017 (the "Lease")  
Tenant: NY Newfield I, LLC ("Tenant")  
Landlord: Tompkins County Industrial Development Agency ("Landlord")  
Premises: The property as more specifically described in Exhibit A to the Lease (the "Premises")

Landlord acknowledges that (a) Seminole Funding Resources, LLC, a Delaware limited liability company ("Lender"), has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the "Loan") to Tenant to finance, in part, the development, construction and operation of a solar energy project (the "Project") on the Premises, and Lender is requiring this Landlord Consent and Estoppel Certificate ("Consent") as a condition to its making the Loan. Upon the repayment of the Loan, this Consent will terminate. Accordingly, Landlord hereby confirms to Lender and acknowledges and agrees as follows:

1. Landlord hereby consents to the making of the Loan to Tenant and to Tenant's grant of security interests, including without limitation, that certain Assignment of Agreements by and between Tenant, as borrower, and Lender (the "Assignment"), pursuant to which Tenant shall collaterally assign its right, title and interest in and to the Lease for the benefit of Lender, its successors and assigns.
2. Tenant has the right to occupy and use the Premises as set forth in the Lease.
3. The Premises is available for the use of Tenant under the terms of the Lease. All duties or obligations of Landlord required under the Lease which were an inducement to Tenant to enter into the Lease have been or are being fully performed.
4. The Lease is in full force and effect. No default exists on the part of Landlord or, to the knowledge of Landlord, Tenant under the Lease, nor, to the knowledge of Landlord, does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. The Lease has not been amended, modified or supplemented, except as attached hereto, and has not been superseded. There are no oral agreements between Landlord and Tenant with respect to the Premises. A true and correct copy of the Lease (including all amendments thereto) is attached to this Landlord Consent and Estoppel Certificate as Exhibit A. Landlord agrees not to amend or modify the Lease without the prior written consent of Lender. Landlord agrees to provide Lender copies of any and all notices concerning a default by Tenant under the Lease. Such notices shall be sent to Lender at the above-referenced address (or such other address as Lender may designate).

5. In the event of a default on the part of Tenant under the Lease, Landlord agrees that it shall accept a cure made on Tenant's behalf by Lender. Landlord further agrees that notwithstanding the terms of Section 10.2 of the Lease, in the event Tenant defaults under the Lease and such default cannot be reasonably cured within the period set forth in Section 10.1(a), then Lender shall have such additional time, but in no event longer than ninety (90) days (except in the case of any monetary default, for which such additional period of time shall not be longer than ten (10) days), to cure the default, provided that it commences in good faith to cure the default within such cure period set forth in the Lease, and it diligently and continuously pursues such cure.
6. Landlord agrees that upon an event of default by Tenant under the Lease, provided that such defaults have been cured by Tenant or that Lender has agreed to cure any such default, subject to the terms of Section 13 below, and Lender has given notice to Landlord of its intent to assume the rights and obligations of Tenant under the Lease, Landlord shall amend the Lease, as directed in writing by Lender, to recognize Lender, its successor and assigns, as the successor Tenant thereunder.
7. Landlord has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of Tenant's interest in the Lease.
8. No actions, whether voluntary or involuntary, are pending against Landlord under any bankruptcy, insolvency or similar laws of the United States or any state thereof.
9. The term of the Lease commenced on November 30, 2017 and ends on February 1, 2037.
10. The current annual rental payable by Tenant under the Lease is \$1.00.
11. No security deposit is held under the under the Lease.
12. Landlord acknowledges and agrees that Tenant, its agents, invitees, guests, employees, and suppliers have a non-exclusive right of ingress to and egress from the Premises, as set forth in Section 5.1 of the Lease.
13. Landlord hereby agrees with Lender that, in the event Lender or another successor in interest becomes Tenant under the Lease (the "Succeeding Tenant"), so long as such Succeeding Tenant complies with and performs its obligations under the Lease, Landlord shall attorn to and recognize such Succeeding Tenant as Tenant under the Lease and the Lease shall continue in full force and effect, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Landlord shall not disturb the possession of such Succeeding Tenant; provided, however, Lender shall not have any liability or obligation under the Lease solely as a result of this Consent, the Assignment or otherwise, nor shall Lender be obligated or required to perform any of Tenant's obligations under the Lease, except during any period in which Lender has assumed Tenant's rights and obligations under the Lease. Notwithstanding the foregoing sentence, upon Lender's assumption of the Lease, Lender hereby agrees to cure any Tenant defaults except Lender shall in no event be liable for or required to cure any defaults (i) in performance related to or arising out of the environmental condition of the Accessed Premises, or (ii) for which it would not otherwise be feasible for Lender to

cure. Lender shall not be bound by any amendment or modification of the Lease made without its written consent. Landlord further covenants and agrees to execute and deliver, upon request of the Succeeding Tenant, an appropriate agreement of attornment to the Succeeding Tenant.

14. Other than as set forth in (i) the Lease and (ii) that Lease Agreement (Company to Agency) between Tenant and Landlord, dated November 30, 2017, Landlord expressly denies any ownership, interest, operation, responsibility or liability for the installation, operation or maintenance of the Project at any time during the term of the Lease.
15. Lender will rely on the foregoing representations and agreements made by Landlord herein in connection with Lender's agreement to make the Loan and Landlord agrees that Lender may so rely on such representations and agreements.
16. In the event the Lease is rejected or terminated for any reason, including without limitation as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Tenant, Landlord shall, at the option of Lender exercised within 45 days after such rejection or termination, enter into a new agreement with Lender having identical terms, conditions, agreements, provisions and limitations as the Lease (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree), provided that (i) the term under such new agreement shall be no longer than the remaining balance of the term specified in the Assigned Agreement, (ii) such new agreement shall be modified to include the non-merger contained in Section 18 hereof, as well as this provision regarding such replacement agreements, and (iii) upon execution of such new agreement, Lender cures any outstanding payment and performance defaults under the Lease. Notwithstanding anything in the foregoing to the contrary, Lender shall not have the right to obtain a new agreement from Landlord in the event the Lease is terminated as a result of a default by Tenant under the Lease provided that Lender has received written notice thereof and such default remains uncured beyond the applicable cure period provided to Lender in this Consent.
17. So long as any of the indebtedness under the Loan shall remain unpaid or unperformed, unless Lender shall otherwise consent in writing, the fee title and the leasehold estates on the Premises shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Tenant or in any lessee or in any third party by purchase or otherwise.
18. This Consent shall be binding upon Landlord, its successors and assigns and shall inure to the benefit of Lender, and its successors and assigns. To the extent of any conflict between the terms of this Consent and the Lease, Landlord and Tenant agree that the terms of this Consent shall control, and for so long as Lender retains any interest in the Lease, the terms of the Lease shall be deemed modified to reflect the terms hereof.
19. This Agreement is executed by Landlord solely for the purpose of subjecting its rights under the Lease to the rights of Lender and for no other purpose. It is hereby agreed and understood that Landlord has not granted an interest in the Unassigned Rights as defined in Section 2.4 of the Lease.

20. The obligations and agreements of Landlord contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of Landlord, and not of any member, officer, agent (other than Tenant) or employee of Landlord in his individual capacity, and the members, officers, agents (other than Tenant) and employees of Landlord shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of Landlord contained herein shall not constitute or give rise to an obligation of the State or of Tompkins County, New York, and neither the State nor Tompkins County, New York shall be liable hereon or thereon, and, further such obligations and agreements shall not constitute or give rise to a general obligation of Landlord, but rather shall constitute limited, non-recourse, special obligations of Landlord, payable solely from the revenues of Landlord derived and to be derived from the sale or other disposition of the Project Facility (except for revenues derived by Landlord with respect to the Unassigned Rights).
21. No order or decree of specific performance with respect to any of the obligations of Landlord hereunder shall be sought or enforced against Landlord unless:
- a. The party seeking such order or decree shall first have requested Landlord in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and Landlord shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period;
  - b. If Landlord refuses to comply with such request and Landlord's refusal to comply is based on its reasonable expectation that it will incur extraordinary fees and expenses outside the ordinary course, the party seeking such order or decree shall have placed in an account with Landlord an amount or undertaking reasonably sufficient to cover such extraordinary fees and expenses, and Landlord's refusal to comply is based on its reasonable expectation that any of its members, officers, agents (other than Tenant) or employees shall be subject to potential liability, the party seeking such order or decree shall
    - i. Agree to indemnify and hold harmless Landlord's members, officers, agents (other than Tenant) and employees against any liability incurred as a result of its compliance with such demand; and
    - ii. If requested by Landlord, furnish to Landlord reasonably satisfactory security to protect Landlord and its members, officers, agents (other than Tenant) and employees against all liability expected to be incurred as a result of compliance with such request.
22. Notwithstanding any provision in this Consent to the contrary, Landlord shall not be obligated to take any action pursuant to any provision hereof unless:

- a. Landlord shall have been requested to do so in writing by Tenant, and
  - b. If compliance with such request is reasonably expected to result in the incurrence by Landlord (or any member, officer, agent, servant or employee of Landlord) of any liability, fees, expenses or other costs, Landlord shall have received from Tenant security or additional indemnity satisfactory to Landlord from protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.
23. In the event Landlord is requested to take any action in connection with this Consent, the Loan, or the Assignment, Tenant agrees:
- a. To indemnify and hold harmless Landlord and its members, officers, agents (other than Tenant) and employees against any liability incurred as a result of its compliance with such request, and
  - b. If requested by Landlord, furnish Landlord reasonably satisfactory security to protect Landlord, its members, officers, agents (other than Tenant) and employees against all liability expected to be incurred as a result of compliance with such request, and
  - c. If compliance of such request is reasonably expected to result in the incurrence by Landlord, or any member, officer, agent, servant or employee of Landlord of any extraordinary fees, expenses or other costs outside the ordinary course, Landlord shall have received from Tenant security or additional indemnity satisfactory to Landlord for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Landlord has executed this Landlord Consent and Estoppel Certificate as of \_\_\_\_\_, 2018.

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Tenant's obligations in Section 23 are hereby acknowledged and agreed to as of [ ], 2018.

**NY Newfield I, LLC**, a New York limited liability company

By: Millard Hill Holdco, LLC, a Delaware limited liability company, its managing member

By: Green Eagle Solar II, LLC Series 1, a series of Green Eagle Solar II, LLC, a Delaware limited liability company and its managing member

By: Nexamp Capital, LLC, a Delaware limited liability company, its managing member

By: Nexamp, Inc., a Delaware corporation, its managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESOLUTION

### *NY Newfield I, LLC / NY Newfield II, LLC / NY Newfield III, LLC additional leasehold mortgages on Projects on Millard Hill Road, Town of Newfield*

A regular meeting of the Tompkins County Industrial Development Agency was convened on March 8, 2018 at 3:30 a.m.

The following resolutions were duly offered and seconded, to wit:

**RESOLVED that the Tompkins County Industrial Development Agency (“the Agency”) hereby approves the execution by the Agency of any and all documents necessary for NY Newfield I, LLC; NY Newfield II, LLC; and NY Newfield III, LLC (collectively, the “Companies”) to grant leasehold mortgages on premises located on Millard Hill Road in the Town of Newfield, County of Tompkins and State of New York, currently designated as Town of Newfield tax parcel #'s 3.-1-26.11, 3.-1-26.12, and 3.-1-26.13 (collectively, the “Premises”) to Seminole Funding Resources, LLC (the “Bank”) as security for a new Note for a loan in an aggregate amount not to exceed \$10,000,000.00 (the “New Debt”); and**

**RESOLVED that the Administrative Director, Chair, Vice-Chair and/or Secretary of the Agency are hereby authorized to execute all necessary documents to give effect to these resolutions.**

WHEREAS, the Agency currently holds a leasehold interest in the Premises in order to deliver tax abatements to the Company as the owner thereof pursuant to Resolutions adopted by the Agency on March 9, 2017; and

WHEREAS, the Agency and the Companies entered into Lease and Leaseback Agreements dated as of November 30, 2017, Memoranda of which were recorded in the Tompkins County Clerk’s Office as Instrument numbers 2018-00350, -00351, -00353, -00354, -00356, and -00357, and PILOT Agreements on the Premises also dated as of November 30, 2018; and

WHEREAS, the Companies wish to grant leasehold mortgages on the premises to secure new Notes to the Bank in an aggregate amount not to exceed \$10,000,000.00, all of which is “new money” to be used for improvements to the Premises; and

WHEREAS, the instruments consenting to such financing must be executed by the Agency because the Agency holds a leasehold interest in the Premises; and

WHEREAS, the Companies have requested that the abatement of the State portion of the mortgage recording tax provided in the Payment-in-Lieu-of-Tax (“PILOT”) Agreements entered into by and between the Companies and the Agency as of November 30, 2017 regarding any financing on the Premises apply to the financing contemplated herein, which funds will be used to improve the Premises;

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

1. The Agency hereby approves and consents to leasehold mortgages to the Bank on the Premises to

secure new indebtedness in the form of loans in an aggregate amount not to exceed \$10,000,000.00 and to the abatement of the State portion of the recording tax on said mortgages as set forth in the PILOT Agreements previously entered into by the Companies and the Agency on the full amount of the loans.

2. The Administrative Director, Chair, Vice-Chair and/or Secretary of the Agency are hereby authorized to execute all necessary documents to give effect to these resolutions, provided that:
  - a. No Event of Default under any Agreement entered into between the Company and the Agency shall have occurred and be continuing; and
  - b. The execution of the additional mortgage documents:
    - i. is permitted by law in effect at the time, and
    - ii. will serve the public purposes of the Act; and
  - c. The Company shall be responsible for and shall pay, from the proceeds thereof or otherwise, the costs and expenses incidental to the additional financing or refinancing of the Premises, including, without limitation, actual counsel fees for Agency’s counsel and the Agency’s fee for such transaction; and
  - d. The additional mortgage documents shall contain the non-recourse/special obligation provisions as set forth in the Lease and Leaseback Agreements between the Agency and the Company.
3. These resolutions shall take effect immediately.

The question of the adoption of the foregoing resolutions were duly put to a vote, which resulted as follows:

<u>Member names</u>	<u>Yea</u>	<u>Nea</u>	<u>Abstain</u>	<u>Absent</u>
Richard T. John, Chairperson	[ ]	[ ]	[ ]	[ ]
Martha Robertson, Vice Chairperson	[ ]	[ ]	[ ]	[ ]
Jennifer Tavares, Secretary	[ ]	[ ]	[ ]	[ ]
Grace Chiang	[ ]	[ ]	[ ]	[ ]
Michael Sigler	[ ]	[ ]	[ ]	[ ]
Leslyn McBean-Clairborne	[ ]	[ ]	[ ]	[ ]
Laura Lewis	[ ]	[ ]	[ ]	[ ]

The resolutions were thereupon duly adopted.

I, Jennifer Tavares, as Secretary of the Tompkins County Industrial Development Agency, hereby certify that the above is a true and correct copy of a duly authorized resolution of the Tompkins County Industrial Development Agency.

Dated: March \_\_\_\_\_, 2018

\_\_\_\_\_  
Jennifer Tavares, Secretary of the Tompkins County  
Industrial Development Agency

**Tompkins County Industrial Development Agency  
Board of Directors Meeting DRAFT Minutes  
February 8, 2018  
4:00 PM  
Tompkins County Legislative Offices  
121 E. Court Street, Ithaca, NY**

**Present:** Rich John, Martha Robertson, Jennifer Tavares, Grace Chiang, Laura Lewis, Mike Sigler, Leslyn McBean-Clairborne

**Staff Present:** Heather McDaniel, Ina Arthur, Mariette Geldenhuys

**Guests:** Rick Snyder (TC Finance), Russ Gaenzle (Harris Beach), Eric Goetzman, Jim Messenger (Arrowhead), Yamila Fournier, Scott Whitham (Whitham Planning and Design), John Nicholich (Newman Development Group)

**CALL TO ORDER**

Rich John called the meeting of the **Tompkins County Industrial Development Agency** to order at 4:00 pm. He welcomed the three new members to the board – Leslyn McBean-Clairborne, Laura Lewis and Mike Sigler.

**PRIVILEGE OF THE FLOOR**

Stephanie Heslop – Ms. Heslop spoke in support of affordable housing and a living wage. She called for the TCIDA Board to re-examine their priorities.

Amanda Kirchgessner – Ms. Kirchgessner stated she feels there is a conflict of interest with TCAD administering the TCIDA and also having a representative on the TCIDA Board.

**ADDITION TO THE AGENDA**

Arrowhead Response to Letter of Default

**BUSINESS**

Arrowhead Response to Letter of Default

Eric Goetzman and his attorney Jim Messenger addressed the Board in response to the letter of default that was sent regarding the Arrowhead Project. They handed out a timeline of actions and meetings since the project was approved in 2012.

Mr. Goetzman feels that the statement in the January 10, 2018 minutes that “to date” nothing has been done to reach the terms of the project is in error. He began to review the handout.

Ms. Robertson commented that she felt reviewing 3 pages of step by step process would not be a good use of time. The point is that there should be senior housing built by now.

Mr. Messenger stepped in and outlined three goals they are hoping to establish with this discussion:

- 1) There has been a lot going on with the project in dealing with wetland mitigation issues. There has also been a lot going on in dealing with the Village of Lansing Planning Board. The wetland mitigation alone took them 2 years and over \$100,000 in fees.
- 2) Mr. Goetzman would like to clear up the communication about the project; and
- 3) they would also like to ask for the letter of default to be rescinded.

He stated that they are one step away from getting approval for 12 units of senior housing. They should be able to move forward once they have the final approval from the Village of Lansing Planning Board. They are on the agenda for the February 12, 2018 planning board meeting.

Rich John asked for a formal letter from Mr. Goetzman outlining his reasoning on why the project is not in default.

Mr. Goetzman stated that the process has been lengthy due to the nature of the PDA – every time there is a change the planning board and the Village Trustees must approve and also this includes a change to the law.

Jim Messenger stated that amended agreements with the IDA moved the project terms to the BJs portion of the property and that there was no time line associated therein.

Mr. John stated that he would prefer their response be put into formal letter instead of a back and forth at this meeting.

Mr. Messenger asked that the IDA hold any actions against the project until a formal letter is prepared. He asked for time to prepare the formal response letter; 10 days at most

Ms. Robertson stated that the letter should state why they are not in default and have a concrete time line as to when the housing would be started.

Mr. Goetzman stated that they have a plan in place. They are going for their final government approval at the next planning board. Figuring in the time for permitting and setting up contracts with contractors, construction should start by May 15<sup>th</sup>. He also stated that the lease back agreement that refers to failure to start by a specific date was modified to refer to the BJs parcel and that this part of the project has been completed.

Mr. John asked that all the detail be put into their response letter. Since the Village of Lansing Planning Board meeting is scheduled for February 12, 2018, he would allow 10 days for a formal response to be submitted.

Mr. Sigler asked if the IDA letter of default might impact their financing? This is unknown.

Ms. Robertson ask counsel from Harris Beach to review the response letter and to report back to the IDA Board.

Russ Gaenzle of Harris Beach commented that his interpretation of the documents shows that construction of the housing units has not happened. He also feels it would be reasonable for the board to allow 10 days to get a written response to the letter of default.

Ms. Tavares stated that during her tenure on the IDA Board, there have been regular updates from Mr. Goetzman. She would reject the notion that there has been a lack of communication.

Mr. Gaenzle also commented that the IDA Board can take any action they deem fit after considering the response letter. They are not bound by their original letter of default to the developer.

Ms. Robertson asked to hear from the Village of Lansing Planning Board as well.

### City Centre Energy Presentation

Whitham Planning & Design along with representatives from Taitem Engineering and the Newman Development Group gave a brief update on the energy efficiency efforts being put in place at the City Centre project. The project received the proposed enhanced energy efficiency incentive from the IDA. The project is participating in the NYSERDA multi-family new construction program. The types of energy efficient appliances, light fixtures and building techniques were highlighted. Air source heat pumps will be used for heating and dryers.

The question was posed as to why heat pumps were not being used for hot water and why is the primary energy source natural gas and not electricity? The number of individual units in each apartment needed in this project was cost prohibitive, both on the up front costs, maintenance and replacement schedule.

Their goal for energy efficiency for the building is 40% below the energy code.

### Administration

#### *Appointment of 2018 Board Officers*

Rich John stated that the Tompkins County Legislature has appointed him as the Chair of the TCIDA Board. He nominated Martha Robertson as Vice Chair of the TCIDA Board and Jennifer Tavares as Secretary/Treasurer of the TCIDA Board.

**Grace Chiang moved to approve Martha Robertson as Vice Chair and Jennifer Tavares as Secretary/Treasurer of the TCIDA Board. Laura Lewis seconded the motion. The motion was approved 7-0.**

#### *Appointment of Administrative Director*

**Martha Robertson moved to appoint Heather McDaniel as the Administrative Director of the TCIDA. Jennifer Tavares seconded the motion. The motion was approved 7-0.**

*Authorization of Check Signers*

**Martha Robertson moved to approve Rich John, Jennifer Tavares and Rick Snyder as authorized check signers for the TCIDA. Laura Lewis seconded the motion. The motion was approved 7-0**

*Meeting Day & Time*

**Martha Robertson moved to set the scheduled monthly meeting of the TCIDA Board as the seconded Thursday of the month beginning at 3:30 PM. Mike Sigler seconded the motion. The motion was approved 7-0.**

*Memorandum of Understanding with TCAD*

Ms. McDaniel presented the MOU, which is the TCIDA agreement with TCAD to provide administrative support to the IDA and economic development services for the County.

She gave a brief overview of the 2018 TCAD Work Plan. In addition to giving administrative support to the TCIDA, TCDC and Tourism Capital Grant programs, TCAD also supports a Revolving Loan Fund Program. Administrative support for the TCIDA and TCDC also includes the annual audit and compliance with the NYS Public Authority Accountability Act. Other initiatives TCAD is involved with are an Advanced Manufacturing Training program, a joint business attraction feasibility study with Cornell University's College of Agriculture and Life Sciences (CALs), a Food Business Incubator Program and the County's Business Energy Navigator Program. TCAD also developed and supports the County's Workforce Strategy.

**Jennifer Tavares moved to approve the 2018 Memorandum of Understanding between the TCIDA and TCAD. Mike Sigler seconded the motion. The motion was approved 7-0.**

Delaware River Solar – NY Newfield IV and V – Final Approval

The Environmental Assessment Form Part 2 & 3 and the SEQRA Negative Declaration Narrative were reviewed.

**Leslyn McBean-Clairborne moved to approve the SEQRA Resolution – Negative Declaration of Environmental Significance. Laura Lewis seconded the motion.**

Mike Sigler asked for clarification of “no negative impact.” Ms. McDaniel commented that the thresholds for impacts are based on state guidelines. For example a significant impact to agricultural resources is based on a state threshold of loss of 10% of the jurisdiction's agricultural land. The project, will impact less than 2 acres of land, which does not meet the threshold for a significant impact.

Since there are no zoning laws in the Town of Newfield, there was nothing to trigger the SEQRA process. Therefore the TCIDA is taking the lead in the SEQRA review with the assistance of Counsel.

**A vote was taken on the motion. The motion passed 7-0.**



Ms. McDaniel presented some follow up based on comments at the public hearing for these projects. The decommission payments referenced at the public hearing will begin when construction on the project starts. Also, there was reference to the project being sold to a new entity. There are different levels of holding companies associated with this project, all with the same ownership.

**Martha Robertson moved to approve the Inducement Resolution authorizing the NY Newfield IV project. Jennifer Tavares seconded the motion. The motion was approved 7-0.**

**Martha Robertson moved to approve the Inducement Resolution authorizing the NY Newfield V project. Grace Chiang seconded the motion. The motion was approved 7-0.**

#### Ithaca Beer Additional Mortgage Approval

Ithaca Beer is taking out an additional mortgage to cover the cost of adding solar panels. As the TCIDA has a leasehold interest in the buildings/properties, its approval is required.

**Leslyn McBean-Clairborne moved to approve the Inducement Resolution authorizing the additional mortgage for Ithaca Beer. Martha Robertson seconded the motion. The motion was approved 7-0.**

#### **STAFF REPORT**

Staff reported that ABO audit staff has finished its on-site analyses at the TCAD offices. A draft of their findings may not be received for several months. Once the draft audit is presented, the IDA will have an opportunity to comment before it is released to the public.

Heather McDaniel attended the New York State Economic Development conference in January. The state association's IDA section will be lobbying to restore legislation that would allow IDA's to make grants and loans for economic development purposes.

Martha Robertson asked if local labor data is being gathered. Ms. McDaniel stated that yes; there are two projects that this impacts – City Centre and Harold's Holding. Reports are being sent and tallied.

#### **APPROVAL OF MEETING MINUTES**

**Martha Robertson moved to approve the draft minutes from the January 10, 2018 Board meeting. Grace Chiang seconded the motion.**

Heather McDaniel asked that the minutes be corrected to reflect that she did not say the Arrowhead project had "done nothing" to meet the terms of the project. The project has not complied with the timeline requirements set out by the IDA.

Ms. Robertson suggested stating, "To date the timeline has not been met to fulfill the terms of the project agreement."

**The motion was approved as corrected 6-1-0 with Leslyn McBean-Clairborne abstaining.**

The meeting was adjourned at 5:30 pm.