

RESOLUTION  
*(Deep Dairy Products, L.L.C. Project)*

A regular meeting of Seneca County Industrial Development Agency on  
March 29, 2018, at 12:00 p.m. (noon).

The following resolution was duly offered and seconded, to wit:  
**Resolution No. 2018-14**

**RESOLUTION AUTHORIZING THE SENECA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") TO (i) UNDERTAKE A CERTAIN PROJECT (AS DEFINED BELOW) FOR THE BENEFIT OF DEEP DAIRY PRODUCTS, L.L.C. (THE "COMPANY"), (ii) NEGOTIATE, EXECUTE AND DELIVER A LEASE AGREEMENT, LEASEBACK AGREEMENT, AGENT AGREEMENT, PAYMENT IN LIEU OF TAX AGREEMENT, AND RELATED DOCUMENTS, (iii) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (a) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE UNDERTAKING OF THE PROJECT, (b) A PARTIAL REAL PROPERTY TAX ABATEMENT UNDER A PAYMENT IN LIEU OF TAX AGREEMENT, AND (c) A MORTGAGE RECORDING TAX EXEMPTION FOR FINANCING RELATED TO THE PROJECT; AND (iv) EXECUTE A MORTGAGE AND RELATED DOCUMENTS**

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 63 of the Laws of 1972 of the State of New York, as amended (hereinafter collectively called the "Act"), the SENECA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (hereinafter, the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **DEEP DAIRY PRODUCTS, L.L.C.**, a New York limited liability company, for itself or on behalf of an entity to be formed by it or on its behalf (the "Company") has submitted an application (the "Application"), a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition of 61 Swift Street, Waterloo, New York (the "Land") and the existing manufacturing facility and related amenities thereon (collectively, the "Improvements"), and (iii) the acquisition and installation by the Company in and around the Improvements of certain items of equipment and other tangible personal property and capital improvements (the "Equipment" and, collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, by resolution adopted on March 6, 2018 (the "Inducement Resolution"), the Agency (i) accepted the Application, (ii) directed that a public hearing be held pursuant to General Municipal Law section 859-a; and (iii) declared itself "lead agency" for purposes of review of the Project pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"); and

WHEREAS, pursuant to General Municipal Law section 859-a, on March 22, 2018, at 1:00 p.m. at Village of Waterloo Courthouse, Waterloo, New York, the Agency held a public hearing with respect to

the Project and the proposed Financial Assistance (as defined in the Inducement Resolution) being contemplated by the Agency (the “Public Hearing”) whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, copies of the minutes of the Public Hearing, written submissions and the notice of the Public Hearing published and forwarded to the affected taxing jurisdictions at least then (10) days prior to said Public Hearing are attached hereto as Exhibit A; and

WHEREAS, the Agency has prepared a cost-benefit analysis with respect to the Project and the contemplated Financial Assistance and has reviewed the results of said cost-benefit analysis; and

WHEREAS, in reviewing the Application, the Agency has considered (i) the nature of the Project, (ii) the economic condition of the area and the multiplying effect the Project will have on the area; (iii) the extent to which the Project will create permanent, private sector jobs; (iv) the estimated value of tax exemptions contemplated to be provided; (v) the economic impact of the Project and proposed tax exemptions on affected taxing jurisdictions; (vi) the impact of the Project on existing and proposed businesses and economic development projects in the vicinity of the Project; (vii) the amount of private sector investment likely to be generated by the Project; (viii) the extent to which the Project will require the provision of additional services; (ix) the extent to which the Project will provide additional sources of revenue for the municipalities and school district in which the Project is located; and (x) the benefit of the Project not otherwise available to the area in which the Project is located; and

WHEREAS, the Agency has conducted a review of the Project pursuant to SEQRA; and

WHEREAS, the PILOT Agreement (as defined in the Inducement Resolution) as so contemplated provides for a schedule of payments to be made by the Company to the Agency; and

WHEREAS, the Agency desires to formally approve the schedule of payments to be so made pursuant to the PILOT Agreement, which schedule is attached hereto as Exhibit B (the “PILOT Agreement Payment Schedule”); and

WHEREAS, the Agency desires to adopt a resolution (i) acknowledging that the Public Hearing was held in compliance with the Act, (ii) authorizing Financial Assistance to the Company in excess of \$100,000, (iii) authorizing the execution and delivery of the Lease Agreement, the Leaseback Agreement, the Agent Agreement, the PILOT Agreement (as all of the foregoing are defined in the Inducement Resolution) and all documents related thereto (collectively, the “Transaction Documents”), and (iv) authorizing the execution and delivery of one or more mortgages and related documents related to the financing of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Agency hereby finds and determines:

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

(b) The Project will promote employment opportunities and prevent economic deterioration in Seneca County, and otherwise further the purposes of the Agency, and that by entering into the PILOT Agreement and otherwise providing financial assistance for the Project the Agency will be increasing employment opportunities in Seneca County and otherwise furthering the purposes of the Act; and

(c) The Project includes components providing for participation by the general public in recreation activities, and facilities and appurtenances thereto promoting the use of such components; and

(d) The Facility constitutes an industrial, manufacturing and commercial facility as contemplated by the Act, and a “project” as such term is defined in the Act; and

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

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

(g) Based upon the representations and warranties of the Company, the Facility and the operations conducted thereon will not cause or result in the violation of the health, labor or other laws of the United States of America, the State of New York or the County of Seneca; and

(h) It is desirable and in the public interest for the Agency to acquire an interest in the Facility; and

(i) The Lease Agreement will be an effective instrument whereby the Company leases the Facility to the Agency; and

(j) The Leaseback Agreement will be an effective instrument whereby the Agency subleases the Facility back to the Company; and

(k) The PILOT Agreement will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their agreement regarding the Company’s payment of payments in lieu of real property taxes; and

(l) The Agent Agreement will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their agreement regarding the Agency’s appointment of the Company as its agent for the Project; and

(m) The Public Hearing held by the Agency on March 22, 2018 concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project; and

(n) The Financial Assistance constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (the “UTEP”). The notice to the affected tax jurisdictions of the Public Hearing, copies of which are attached as Exhibit A, included a description of the deviation and the reasons therefor. The contents of said notice is incorporated by reference into these Resolutions.

Section 2. In consequence of the foregoing, the Agency hereby determines to (a) acquire a leasehold interest in the facility pursuant to the Lease Agreement, (b) sublease the Facility back to the Company pursuant to the Leaseback Agreement, (c) authorize the undertaking of the Project and appoint the Company as its agent for purposes of acquiring, constructing and/or equipping the Facility, subject to the Company entering into the Agent Agreement, and (d) provide financial assistance for the Project in the form of (i) a sales and use tax exemption for purchases and rentals related to the undertaking of the Project, subject to the terms and conditions of the Agent Agreement, the total value of the exemption not to exceed \$200,000, (ii) a partial real property tax abatement, subject to the terms and conditions of the PILOT Agreement, and (iii) a mortgage recording tax exemption for financing related to the Project.

Section 3. The Agency hereby approves the PILOT Agreement Payment Schedule, and determines to provide a real property tax exemption and related in lieu of payment schedule pursuant to the terms of the PILOT Agreement and the PILOT Agreement Payment Schedule.

Section 4. The foregoing resolutions notwithstanding, the Agency's appointment of the Company as its agent for purposes of undertaking the Project is subject to and conditioned upon the Company's agreement, in accordance with Section 875(3) of the New York General Municipal Law, that, if the Company receives New York State and local sales and use tax exemption benefits ("sales and use tax exemption benefits") from the Agency, and it is determined that: (i) the Company is not entitled to the sales and use tax exemption benefits; (ii) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company; (iii) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Company will (A) cooperate with the Agency in its efforts to recover or recapture any sales and use tax exemption benefits, and (B) promptly pay over any such amounts to the Agency that the Agency demands in connection therewith, and that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine New York State and local sales and use taxes due from the Company, together with any relevant penalties and interest due on such amounts.

Section 5. The foregoing resolutions notwithstanding, the Agency's approval of the Financial Assistance is subject to the following conditions and limitations, which shall be set forth in the Transaction Documents as applicable:

(a) The Company shall invest a minimum of \$2,500,000 in new capital equipment for installation and use at the Facility within three years following the Company's acquisition of the Land and the Improvements. Such investment shall (without limitation) be a "Material Factor" for purposes of the Agency's Project Review and Recapture Policy.

Section 6. The Chairman, Vice Chairman and/or the Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Transaction Documents in substantially the forms presented to this meeting, and all documents related thereto, with such additions, changes, variations, omissions and insertions as the Chairman, Vice Chairman and/or Executive Director, shall approve, which agreements may provide for the forfeiture and/or recapture of financial assistance where projected employment goals have not been met. The execution thereof by the Chairman, Vice Chairman and/or Executive Director of the Agency shall constitute conclusive evidence of such approval.

Section 7. The Chairman, Vice Chairman and/or Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions and required by any lender or financial institution identified by the Company providing financing for the Project, all with such changes, variations, omissions and insertions as the Chairman, Vice Chairman and/or Executive Director of the Agency shall approve, the execution thereof by the Chairman, Vice Chairman and/or Executive Director of the Agency to constitute conclusive evidence of such approval, provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

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 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 foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 9. The Agency approves a reduction in the Agency's administration fee for provision of the Financial Assistance to \$25,000.

Section 10. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Absent</i>
Steven Brusso	[ x ]	[ ]	[ ]	[ ]
G. Thomas Macinski	[ x ]	[ ]	[ ]	[ ]
Erica Paolicelli	[ x ]	[ ]	[ ]	[ ]
Stephen Wadhams	[ x ]	[ ]	[ ]	[ ]
Thomas L. Kime	[ x ]	[ ]	[ ]	[ ]
Donald Trout	[ x ]	[ ]	[ ]	[ ]
Valerie J. Bassett	[ ]	[ ]	[ ]	[ x ]
Jeffrey Shipley	[ x ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

**SECRETARY'S CERTIFICATION**

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

I, the undersigned Secretary of the SENECA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Seneca County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on March 29, 2018, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this 29<sup>th</sup> day of March, 2018.

  
Secretary

Exhibit A  
[NOTICE DOCUMENTS]  
Attached

**MINUTES OF PUBLIC HEARING**

**Deep Dairy Products LLC  
Village of Waterloo  
41 West Main Street  
Waterloo NY 13165**

**Thursday, March 22, 2018  
1:00 PM**


**ATTENDEES:**

Robert Aronson, Executive Director, Seneca County IDA

A public hearing on assistance being extended to Deep Dairy Products LLC was opened by Robert Aronson, Executive Director of the Seneca County IDA, at 1:00 P.M. No other attendees were present and no comments were received.

The meeting was closed at 1:10 PM.

Respectfully submitted,

  
Robert Aronson  
Executive Director



# THE HALPIN FIRM

ROBERT L. HALPIN, ATTORNEY AT LAW  
4588 ROUTE 224

MONTOUR FALLS, NY 14865

PHONE: (607) 594-3786

FAX: (607) 594-3788

March 6, 2018

VIA FEDERAL EXPRESS

To: Enclosed Distribution List

**Re: Notice of Public Hearing; Application of Deep Dairy Products, L.L.C. (the "Company") to Seneca County Industrial Development Agency (the "Agency") for Financial Assistance in Connection with the Acquisition and Upgrade of Dairy Manufacturing Facility, 61 Swift Street, Village of Waterloo, New York**

Ladies and Gentlemen:

This firm represents the Seneca County Industrial Development Agency. Enclosed please find the notice of public hearing with respect to the referenced application for financial assistance.

The project the Agency is contemplating providing assistance to (the "Project") consists of (i) the acquisition of 61 Swift Street, Waterloo, New York and the existing manufacturing facility and related amenities thereon (collectively, the "Current Property"), and (ii) the acquisition and installation in and around the Current Property of certain items of equipment and other tangible personal property and capital improvements (the "Improvements" and, collectively with the Current Property, the "Facility"). The financial assistance that the Company has applied for would constitute a deviation from the Agency's Uniform Tax Exemption Policy (the "UTEP"), as the UTEP contemplates an abatement from real property taxes based upon a graduated exemption of the value added to an assessment from construction or renovation, while the financial assistance being contemplated is an exemption and fixed-dollar payment below what the real property taxes would be under the current assessment, not tied to any increase in value due to construction or renovation. The reasons for this proposed deviation are as follows:

1. The Current Property consists of a dairy manufacturing facility located in the Village of Waterloo. The Current Property is under-utilized and in need of capital investment to be viably operated as a manufacturing facility. The present ownership of the Current Property is unable to make the necessary investments, which will come only from an acquisition and capital infusion as is contemplated by the Company.

2. The existing ownership has struggled to profitably operate the Current Property and, as such, the Current Property is in real danger of closure, with the attendant loss of 28 jobs. The Project, if successfully implemented as envisioned by the Company, will result in retention of these existing jobs and the expansion of production at the Facility with the ultimate addition of at least 30 new jobs.

3. The Company anticipates an investment of \$5 million in new equipment and other capital investment. This investment and the estimated job creation results in a preliminary benefit-cost ratio of 16 to 1.

4. The Company is a stand-alone startup enterprise of the Deep Foods Group, which is the largest manufacturer, importer and distributor of specialty South Asian foods in North America. The Company thus has the financial backing to make the Project successful, but will ultimately have to stand on its own to turn the Current Property into a viable commercial manufacturing facility. The Company's management estimates it will take several years before the Facility will generate sufficient revenues to be profitable. The Company seeks cost control and certainty through a fixed-dollar PILOT payment schedule.

5. The Agency's involvement in the Project is designed to facilitate the transition of the Current Property into a viable generator of jobs and economic activity. In considering the Project, the Agency has specifically considered the following factors, as outlined in the UTEP:

(a) The nature of the Project includes the upgrade of an existing manufacturing facility that will generate economic activity and employment opportunities.

(b) The Current Property is currently under-utilized and in need of upgrades to be viably operated.

(c) Seneca County and the surrounding counties continue to suffer from stagnant economies and loss of employment. The economically productive use of the Facility, particularly the addition of well-paying manufacturing jobs, could help alleviate this. The multiplying effect of the Company's \$5 million investment in equipment and other capital expenditures was also taken into account.

(d) The Project will retain 28 private sector jobs, and create 30 private sector jobs. Salary ranges between \$18,000 to \$45,000 for production personnel are projected, with administrative and management salaries up to \$150,000. Compensation packages are projected to include health insurance and 401-k contributions.

(e) The total estimated value of the property tax abatement considered for the Project is \$413,700. The total estimated tax abatement and exemption is \$523,875.

(f) The project will prevent the closure of a manufacturing facility, which will benefit the affected tax jurisdictions, as will the multiplier effect of job retention and creation and capital spending. The Current Property is under a PILOT, which will be continued under the same fixed payment for five years before escalating, so there will be no loss in revenue to the tax jurisdictions.

(g) Existing and proposed businesses in the vicinity of the Facility will benefit from its full utilization and staffing.

(h) The Company is contemplating a total investment of \$8 million in the Project, with \$5 million in the Company's equity and the remainder from bank financing.

(i) As the Company is an affiliate of a large commercial foods manufacturer, it is expected that the Project will be completed in a timely fashion.

(j) No significant impacts on the environment or surrounding properties are contemplated at this time. To the extent future renovations of the Current Property require municipal approvals, the specific development impacts, including environmental, infrastructure, aesthetics, and others, will be considered at that time in connection with the municipal review.

(k) It is not contemplated that the Facility will require additional services.

(l) It is expected that the spin-off effects from the Facility being fully utilized and staffed will result in additional sales tax revenue and related economic activity.

(m) The Facility will be a manufacturing operation providing good-paying jobs with benefits at an intermediate skill level, which is a benefit to the community that is in dwindling supply.

Very truly yours,



ROBERT L. HALPIN

RLH:geb  
Enclosures

Cc: Robert Aronson  
Executive Director  
Seneca County Industrial Development Agency

DISTRIBUTION LIST  
Notice of Public Hearing

3/7/18

- ✓ Ted Young  
Village of Waterloo Mayor  
41 West Main Street  
Waterloo, NY 13165 315-539-981
  
- ✓ Don Trout  
Town of Waterloo Supervisor  
66 Virginia Street  
Waterloo, NY 13165 315-539-9331
  
- ✓ John T. Sheppard  
Seneca County Manager  
Seneca County Office Building  
One DiPronio Drive  
Waterloo, NY 13165 315-539-1705
  
- ✓ Terri Bavis  
Superintendent of Schools  
Waterloo Central School District 315-539-1530  
109 Washington Street  
Waterloo, NY 13165
  
- ✓ Margaret E. Li  
Clerk to Seneca County Board of Supervisors  
Seneca County Office Building 315-539-1700  
One DiPronio Drive  
Waterloo, NY 13165

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Seneca County Industrial Development Agency (the "Agency") on the 22nd day of March, 2018 at 1:00 p.m., local time, at the Village of Waterloo Courthouse, 41 West Main Street, Waterloo, New York in connection with the following matters:

**DEEP DAIRY PRODUCTS, L.L.C.**, a limited liability company, for itself or on behalf of an entity to be formed by it or on its behalf (the "Company") has submitted an application (the "Application"), a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition of a leasehold interest in 61 Swift Street, Waterloo, New York (the "Land") and the existing manufacturing facility and related amenities thereon (collectively, the "Improvements"), and (iii) the acquisition and installation by the Company in and around the Improvements of certain items of equipment and other tangible personal property and capital improvements (the "Equipment" and, collectively with the Land and the Improvements, the "Facility").

The initial owner of the Facility will be the Company. The Agency will acquire a leasehold interest in the Facility from the Company and lease the Facility back to the Company. At the end of the lease term, the Agency will terminate its leasehold interest. The Agency contemplates it will provide financial assistance to the Company in the form of exemptions from sales and use taxes, exemptions from mortgage recording taxes and abatement of property taxes.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Facility, is available for public inspection at the offices of the Agency, One DiPronio Drive, Waterloo, New York.

SENECA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

Dated: March 6, 2018

By: /s/ Robert J. Aronson, Executive Director



## Shipment Receipt

**Address Information****Ship to:**Margaret E. Li, Clerk  
Seneca County Board of

Supervisors

Seneca County Office

Building

One DiPronio Drive

WATERLOO, NY

13165

US

3155391700

**Ship from:**

Robert Halpin

4588 NYS Route 224

Montour Falls, NY

14865

US

6075943786

**Shipment Information:**

Tracking no.: 771738546310

Ship date: 03/07/2018

Estimated shipping charges: 11.62 USD

**Package Information**

Pricing option: FedEx Standard Rate

Service type: Priority Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 1 LBS

Declared Value: 0.00 USD

Special Services: No signature required

Pickup/Drop-off: pickup confirmation number:ELMA23

**Billing Information:**

Bill transportation to: MyAccount-148

Your reference: SCIDA-Deep Diary Products, LLC

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.



## Shipment Receipt

**Address Information****Ship to:**

John T. Sheppard  
Seneca County Office

Manager

Seneca County Office

Building

One DiPronio Drive

WATERLOO, NY

13165

US

3155391705

**Ship from:**

Robert Halpin

4588 NYS Route 224

Montour Falls, NY

14865

US

6075943786

**Shipment Information:**

Tracking no.: 771738551282

Ship date: 03/07/2018

Estimated shipping charges: 11.62 USD

**Package Information**

Pricing option: FedEx Standard Rate

Service type: Priority Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 1 LBS

Declared Value: 0.00 USD

Special Services: No signature required

Pickup/Drop-off: pickup confirmation number:ELMA24

**Billing Information:**

Bill transportation to: MyAccount-148

Your reference: SCIDA-Deep Diary Products LLC

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.



## Shipment Receipt

**Address Information****Ship to:**

Terri Bavis  
Superintendent of Schools  
Waterloo Central School

## District

109 Washington Street  
WATERLOO, NY  
13165  
US  
315- 539-1550

**Ship from:**

Robert Halpin  
4588 NYS Route 224

Montour Falls, NY  
14865  
US  
6075943786

**Shipment Information:**

Tracking no.: 771738568656

Ship date: 03/07/2018

Estimated shipping charges: 11.62 USD

**Package Information**

Pricing option: FedEx Standard Rate

Service type: Priority Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 0.50 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: pickup confirmation number:ELMA25

**Billing Information:**

Bill transportation to: MyAccount-148

Your reference: Seneca IDA-Deep Dairy Products

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.





## Shipment Receipt

**Address Information****Ship to:**

Don Trout  
Town of Waterloo Supervisor  
66 Virginia Street

WATERLOO, NY  
13165  
US  
3155399331

**Ship from:**

Robert Halpin  
4588 NYS Route 224

Montour Falls, NY  
14865  
US  
6075943786

**Shipment Information:**

Tracking no.: 771738584994  
Ship date: 03/07/2018  
Estimated shipping charges: 11.62 USD

**Package Information**

Pricing option: FedEx Standard Rate  
Service type: Priority Overnight  
Package type: FedEx Envelope  
Number of packages: 1  
Total weight: 0.50 LBS  
Declared Value: 0.00 USD  
Special Services:  
Pickup/Drop-off: pickup confirmation number:ELMA27

**Billing Information:**

Bill transportation to: MyAccount-148  
Your reference: SC IDA-Deep Dairy Products LLC  
P.O. no.:  
Invoice no.:  
Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](http://fedex.com).

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.



## Shipment Receipt

**Address Information****Ship to:**

Ted Young  
Village of Waterloo Mayor  
41 West Main Street

WATERLOO, NY  
13165  
US  
3155399131

**Ship from:**

Robert Halpin  
4588 NYS Route 224

Montour Falls, NY  
14865  
US  
6075943786

**Shipment Information:**

Tracking no.: 771738595064  
Ship date: 03/07/2018  
Estimated shipping charges: 11.62 USD

**Package Information**

Pricing option: FedEx Standard Rate  
Service type: Priority Overnight  
Package type: FedEx Envelope  
Number of packages: 1  
Total weight: 0.50 LBS  
Declared Value: 0.00 USD  
Special Services:  
Pickup/Drop-off: pickup confirmation number:ELMA29

**Billing Information:**

Bill transportation to: MyAccount-148  
Your reference: SC IDA-Deep Dairy Products LLC  
P.O. no.:  
Invoice no.:  
Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](https://www.fedex.com).

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

EXHIBIT B

TAX AGREEMENT PAYMENT SCHEDULE

Year No.	School and Village Tax Years	Town and County Tax Years	PILOT Payment
1	2018-19	2019	\$15,000
2	2019-20	2020	\$15,000
3	2020-21	2021	\$15,000
4	2021-22	2022	\$15,000
5	2022-23	2023	\$15,000
6	2023-24	2024	\$20,000
7	2024-25	2025	\$20,000
8	2025-26	2026	\$20,000
9	2026-27	2027	\$20,000
10	2027-28	2028	\$20,000
11	2028-29	2029	\$25,000
12	2029-30	2030	\$25,000
13	2030-31	2031	\$25,000
14	2031-32	2032	\$25,000
15	2032-33	2033	\$25,000