

PRELIMINARY RESOLUTION
(Peekskill Firehouse Kitchen Incubator Project)

A meeting of the City of Peekskill Industrial Development Agency was convened on Tuesday February 22, 2022 at 7:00 p.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. 02/2022 - _02_

RESOLUTION OF THE CITY OF PEEKSKILL INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING CERTAIN PRELIMINARY
MATTERS RELATING TO THE PEEKSKILL FIREHOUSE KITCHEN
INCUBATOR PROJECT

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 671 of the Laws of 1974 of the State of New York, as amended (hereinafter collectively called the “Act”), the **CITY OF PEEKSKILL INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter called “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 industrial, manufacturing and commercial facilities within the City of Peekskill (the “City”) as authorized by the Act; and

WHEREAS, the City owns of a certain parcel of real property and existing improvements located at 701 Washington Street (Tax Parcel Number No. 32.20-9-1) in the City of Peekskill upon which is situated the former, vacant 8,000 square foot Centennial Hose Municipal Fire Station (the “Property”); and

WHEREAS, the Peekskill Facilities Development Corporation (“PFDC”), the City, and the County of Westchester (the “County”) are in the process of investigating the feasibility of transforming the Property into “The Peekskill Firehouse Kitchen Incubator”, which would include a licensed five (5) kitchen facility for the public economic development benefit of helping startup food businesses (“Foodpreneurs”) start up and grow (collectively, the “Project”, as more specifically described herein); and

WHEREAS, the Project is contemplated to be a unique kitchen incubator facility to provide (i) commercial kitchens ‘for lease’ to Foodpreneurs and other food production and food sales entrepreneurs, (ii) community-based food skills training services and programs for food entrepreneurs, (iii) job training and other workforce development initiatives; and

WHEREAS, it is contemplated that the Project will be structured as a “public-private partnership” led by PFDC to serve as Project owner and developer, with PIDA and the County providing programming and financial support for the construction and long-term operation of the Facility by a selected tenant operator and/or directly engaged staff to oversee operations; and

WHEREAS, in furtherance of the Project and to allow PFDC to undertake the planning, design, engineering, construction, renovation and initial equipping of the Property, the parties contemplate working collaboratively to allow PFDC to acquire title to the Property (the “Transfer”), which may be undertaken through the surplus of the property by the City to PFDC pursuant to and in accordance with Section 1411(d) of the Not-for-Profit Corporation Law (“N-PCL”); and

WHEREAS, as a primary source of funding to undertake the planning, design, engineering, construction, renovation and initial equipping of the Property, PFDC will apply to the US Department of Commerce – Economic Development Administration (“EDA”) for grant funding in an amount contemplated to be approximately \$3.3M (the “EDA Grant”); and

WHEREAS, in order to support the Project and provide necessary local matching funds for the EDA Grant, PFDC has requested the Agency’s assistance in the form of (i) non-recourse financial assistance in the form of real property tax exemptions (if applicable), and (ii) up to \$700,000.00 in Project funding in the form of qualified matching funds for the EDA Grant and certain soft costs to support the planning, design, engineering, permitting, and various start-up costs, financing and operator procurement soft cost requirements to successfully apply for the EDA Grant and assist PFDC with the implementation of the Project (collectively, the “Agency Assistance”); and

WHEREAS, PFDC and the Project in general have received financial support from the County in connection with predevelopment architectural, engineering, feasibility and grant writing resources from the County, and the County has expressed an intention of continuing to be involved and providing resources to the Project in the form of soft cost expenditures and the provision of other programmatic resources, including workforce development programs and other collateral assistance (collectively, the “County Support”); and

WHEREAS, PFDC, the City, the Agency and the County desire to establish a Project Oversight Committee (the “Project Committee”) one (1) member of which will be appointed by the City Council, to guide the development of the Project, establish Project operational models, oversee solicitation of selected operator(s) and staffing, oversee engagement of contractors for the redevelopment, and generally guide the ongoing long term operations of the Project; and

WHEREAS, the City originally acquired the Property from the County subject to a reverter clause requiring continued municipal use (the “Reverter”), and in furtherance of the Project and the Transfer, the City and PFDC will work with the County to either secure a release, modification and/or waiver of the Reverter that will permit PFDC to acquire title to the Property and undertake the Project; and

WHEREAS, PFDC, the City and the Agency desire to (i) enter into a non-binding Memorandum of Understanding (the “Local MOU”) outlining the major development objectives and their respective roles in developing the proposed Project, and (ii) PFDC, the City and County also desire to enter into a companion Memorandum of Understanding (the “County MOU”) relating to the same; and

WHEREAS, the Agency desires to authorize (i) certain preliminary undertakings with respect to the Project, including the appropriation and establishment of a Project account, (ii) the provision of funding for the planning, design, engineering and feasibility studies for the Project, (iii) the execution and delivery of the Local MOU, and (iv) related matters with respect to the Project.

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

Section 1. 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 the Agency has the authority to take the actions contemplated herein under the Act. The proposed actions to be taken by the Agency will induce PFDC to develop the Project, which constitutes a “commercial project” under the Act, thereby increasing capital investment, job training and employment opportunities in the City, and otherwise furthering the purposes of the Agency as set forth in the Act.

Section 2. The Agency hereby authorizes the Chair, Vice Chair and/or Executive Director to finalize, execute and deliver the Local MOU in substantially the form set before this meeting.

Section 3. In furtherance of the Project, the Agency hereby appropriates and establishes a Project Account in the amount of \$700,000 to provide (i) qualified matching funds for the EDA Grant, and (ii) certain soft costs to support the planning, design, engineering, permitting, and various start-up costs, financing and operator procurement soft cost requirements to successfully apply for the EDA Grant and assist PFDC with the permitting and implementation of the Project. The amount of \$650,000 shall be appropriated and set aside by the Agency in the Project Account for expenditure on soft and hard costs associated with the Project following the award of the EDA Grant, the receipt of all permits and approvals for the Project, and confirmation of commencement of construction. The amount of \$50,000 shall be made available by the Agency for Project planning, design, engineering, legal, permitting and feasibility studies, the disbursement of which shall be subject to future Agency approval.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required 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 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 5. These Resolutions shall take effect immediately upon adoption.

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

	<u><i>Yea</i></u>	<u><i>Nea</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Deborah Post	[X]	[]	[]	[]
Alan Kravitz	[X]	[]	[]	[]
Drew Claxton	[X]	[]	[]	[]
Janice Thompson	[X]	[]	[]	[]
Dr. David Mauricio	[X]	[]	[]	[]
Juliene Bell-Smith	[X]	[]	[]	[]
Vacant	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

I, the undersigned Secretary of the City of Peekskill Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the foregoing extract of the minutes of the meeting of the Wayne
County Industrial Development Agency (the “Agency”) including the resolution contained
therein, held on February 22, 2022, with the original thereof on file in my office, and that the
same is a true and correct copy of the proceedings of the Agency and of such resolution set forth
therein and of the whole of said original insofar as the same relates 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 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 seal of said Agency this
22nd day of February, 2022.

Alan Kravitz
Secretary

[SEAL]