

TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
FEBRUARY 13, 2025

RESOLUTION NO. 025-059
(CORPORATION MICRO BIRD, INC.)

RESOLUTION APPROVING THE TERMS AND CONDITIONS OF
(A) A CERTAIN PAYMENT IN LIEU OF TAX AGREEMENT TO BE
ENTERED INTO BETWEEN COUNTY OF CLINTON INDUSTRIAL
DEVELOPMENT AGENCY (THE “AGENCY”) AND THE
COMPANY (AS DEFINED HEREIN) IN CONNECTION WITH THE
MICRO BIRD, INC. PROJECT BEING UNDERTAKEN BY THE
AGENCY, AND (B) A CERTAIN HOST COMMUNITY
AGREEMENT WHICH MAY BE ENTERED INTO BETWEEN THE
COMPANY AND BEEKMANTOWN CENTRAL SCHOOL
DISTRICT.

BE IT ENACTED by the Town Board of the Town of Plattsburgh, New York (the “Town Board”), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the “Enabling Act”) and Chapter 225 of the Laws of 1971 of the State of New York, as amended, codified as Section 895-f of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), the County Legislature of Clinton County, New York (the “County Legislature”) has heretofore appointed the Chairperson and members of County of Clinton Industrial Development Agency (the “Agency”) and has duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, the Agency is in the process of undertaking a project (the “Project”) for the benefit of Corporation Micro Bird, Inc. (the “Applicant”), Canadian corporation, which Project consists of the following: (A) (1) the acquisition of a leasehold interest in three (3) parcels of land containing an aggregate of approximately 59.14 acres and located at 260 Banker Road and elsewhere on Banker Road (Tax Map Nos.: 205.-4-13; 205.-4-2; and 205.-2-5.2) in the Town of Plattsburgh, Clinton County, New York (the “Land”), together with an existing manufacturing and warehouse facility (the “Existing Facility”), (2) the reconstruction and renovation of the Existing Facility, and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Existing Facility, and the Equipment hereinafter, collectively, referred to as the “Project Facility”), all of the foregoing to be (a) with respect to the Land and the Existing Facility (i) owned by Valiant Real Estate USA Inc., a business corporation organized and existing pursuant to the laws of the State of Delaware (the “Owner”), and (ii) leased to Micro Bird USA LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware (the “Operating Company,” and, collectively with the Applicant and the Owner, the “Company”), (b) with respect to the Equipment, owned by the Operating Company, and (c) operated by the Operating Company as a manufacturing and warehousing facility for the manufacture and storage of shuttle buses and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording

taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency, pursuant to a lease agreement (the “Lease Agreement”) pursuant to which (1) the Company will agree (a) to cause the Project to be undertaken and completed, (b), as agent of the Agency, to undertake and complete the Project, and (c) to pay, as rent thereunder, the Agency’s administrative fee with respect to the Project, together with the Agency’s expenses relating thereto, and (2) the Agency will (a) agree to undertake the Project, (b) appoint the Company as agent of the Agency to undertake and complete the Project, (c) agree to lease the Project Facility to the Company, and (d) grant to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, the Town of Plattsburgh (the “Town”), the Beekmantown Central School District (the “School District”) and Clinton County (the “County”) (the Town, the School District and the County being sometimes collectively referred to as the “Affected Tax Jurisdictions”) constitute all of the “affected tax jurisdictions” (within the meaning ascribed to such term in Section 854(16) of the Act) with respect to the Project Facility; and

WHEREAS, to effectuate a real property tax exemption with respect to the Project Facility by reason of the involvement of the Agency with the Project, (A) the Company and the Agency will execute and deliver a payment in lieu of tax agreement (the “Payment in Lieu of Tax Agreement”) by and between the Company and the Agency pursuant to which the Company will agree to pay certain payments in lieu of taxes (each a “PILOT Payment”) with respect to the Project Facility to the County Treasurer of Clinton County (the “County Treasurer”) for distribution to all or a portion of the Affected Tax Jurisdictions, and (B) the Agency will file with the appropriate assessor or assessors having jurisdiction over the Project Facility (each, an “Assessor”) and mail to the chief executive officer of each of the Affected Tax Jurisdictions a copy of a New York State Board of Real Property Services Form RP-412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (a “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; and

WHEREAS, the proposed terms of the Payment in Lieu of Tax Agreement constitute a deviation from the Agency’s Uniform Tax Exemption Policy (the “Policy”); and

WHEREAS, pursuant to the Policy and Section 874 of the Act, by letter dated January 31, 2025 (the “PILOT Deviation Notice Letter”), the Executive Director of the Agency caused notice to be mailed to the chief executive officers of the Affected Tax Jurisdictions informing said individuals of the proposed terms of the Payment in Lieu of Tax Agreement and of the future meeting of the Agency at which the members of the Agency would consider said proposed terms; and

WHEREAS, pursuant to the PILOT Deviation Notice Letter, the Agency informed the Affected Tax Jurisdictions that the proposed Payment in Lieu of Tax Agreement: (a) would not provide any abatements for any special assessments levied on the Project Facility; and (b) would be for a term of fifteen (15) years and would provide for an abatement of real property taxes as follows: (1) full abatement of real property taxes on the Land, the Existing Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively, the “Improvements”) in years one (1) through five (5) of the Proposed Pilot Agreement; and (2) partial abatement of real property taxes on the Land, the Existing Facility and the Improvements in years six (6) through fifteen (15) of the Proposed PILOT Agreement with the Company making payments in each year (collectively referred to hereinafter as “PILOT Payments”) as follows:

[table appears on the following page]

Proposed PILOT Year	Percentage of Normal Taxes due on Land, Existing Facility, and Improvements
1-5	0%
6	50%
7	55%
8	60%
9	65%
10	70%
11	75%
12	80%
13	85%
14	90%
15	95%
16 and thereafter	100% (Normal Taxes)

WHEREAS, the School District has indicated to the Agency: (a) that it does not wish to receive any of the PILOT Payments allocable to the School District under the Payment in Lieu of Tax Agreement; and (b) that it may consider entering into a certain host community agreement (the “Host Community Agreement”) by and between the School District and the Company (the “District Request”); and

WHEREAS, Section 858(15) of the Act provides that, unless otherwise agreed in writing by the Affected Tax Jurisdictions, all PILOT Payments payable under the Payment in Lieu of Tax Agreement must be allocated among the Affected Tax Jurisdictions in the same proportions to the amount of real property tax and other taxes which would have been received by each Affected Tax Jurisdiction had the Project Facility not been tax exempt due to the status of the Agency; and

WHEREAS, as a result of the District Request and for purposes of compliance with Section 858(15) of the Act, the Agency and the Affected Tax Jurisdictions desire that the Town approve the allocation of the PILOT Payments payable under the Payment in Lieu of Tax Agreement; and

WHEREAS, as a result of the level of abatement requested, the Agency and the Affected Tax Jurisdictions additionally desire that the Town approve the proposed terms of the Payment in Lieu of Tax Agreement as outlined above;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Plattsburgh, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Policy and the Act, the Town hereby (1) acknowledges notification of any deviation from the Policy, (2) waives any formal notice from the Agency of any deviation from the Policy, and (3) approves the payment terms to be contained in the Payment in Lieu of Tax Agreement, as substantially described above.

Section 2. For the purpose of satisfying the requirements contained in Section 858(15) of the New York State General Municipal Law and the requirements, if any, contained in the Policy, the Town hereby approves the terms and conditions of the Payment in Lieu of Tax Agreement, including but not limited to, the terms of the distribution and allocation of payments under the Payment in Lieu of Tax Agreement thereunder, including no payments being made to the School District by the Company thereunder.

Section 3. The Town Supervisor is hereby authorized, on behalf of the Town, to execute and deliver a consent to the Payment in Lieu of Tax Agreement, if requested by the Agency, for the purpose of evidencing its approval to the proposed payment terms of the Payment in Lieu of Tax Agreement, said Payment in Lieu of Tax Agreement to contain the terms described above and in the PILOT Deviation Notice Letter.

Section 4. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of this resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the Payment in Lieu of Tax Agreement and the Host Community Agreement, or consents thereto, and to execute and deliver all such additional certificates, instruments and documents, 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.

Section 5. This resolution shall take effect immediately.

Motion:

Seconded by:

Discussion:

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
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Thomas E. Wood
Charles A. Kostyk
Dana M. Isabella
Daniel A. Bosley
Michael S. Cashman

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

I, the undersigned (Deputy) Clerk of the Town Board of the Town of Plattsburgh, New York (the “Town Board”), DO HEREBY CERTIFY that the preceding resolution was duly adopted by the Town Board of the Town of Plattsburgh, New York at a regular meeting of the said Town Board duly called and held on February __, 2025; that said resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Town Board 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 public notice of the time and place of said meeting was duly given to the public and the news media as required by the Open Meetings Law; and (D) there was a quorum of the members of the Town Board 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 Town of Plattsburgh, New York this ____ day of February, 2025.

BY: _____
(Deputy) Clerk of the Town Board of the Town of
Plattsburgh, New York

(SEAL)