

# **Genesee County Economic Development Center**

## **Application for Financial Assistance**

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Note: All of the above forms must be completed in their entirety to be considered an acceptable application.

## Attachments

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## II. Project Information

A) Detailed Description of Project (Including type, location and purpose of project:  
Build a 3,200 square foot addition to our existing facility. This will house 2 new 18,000 gallon tanks and a dilution tank to increase capacity for cream based liquor beverages, and allow for future expansion. The project is anticipated to retain 10 and create 2 union positions.

Is any of the information contained herein considered trade secrets?  Yes  No  
 Note: AGENCY will protect said trade secret information herein but reserves the right to disclose certain summary information from this application (i.e. total facility s/f, total capital investment, total job creation, top level wage information et. Al.) As a part of its project summary disclosure related to the AGENCY board's public vote required and resulting from said application.

B) Location of Project / Project Address: 4815 Ellicott St., Batavia, NY 14020  
Address Town Zip

C) Current Assessed Value of Property \$ 3,940,000 Tax Map # 180200 98.005-1-4  
(not required if project is for equipment purchases only)

D) Square footage of existing building	<u>731,502</u>	S/F
Square footage of new / renovated build	<u>3,200</u>	S/F
Total Square Footage	<u>734,702</u>	S/F

<b>Estimated Project Costs / Project Capital Investment:</b>	
<b>Building Cost:</b>	
\$ <u>3,100,000</u>	(New Building Construction cost or Existing building expansion construction)
<b>Land and Building</b>	
\$ <u>NA</u>	(Purchase Value of land and/or building incl. engineering, architect and blue print fees)
<b>Production Equipment</b>	
\$ <u>NA</u>	(\$ Value of Production Equipment – not sales taxable)
<b>Other Equipment</b>	
\$ <u>0</u>	(\$ Value of sales taxable equip = Furniture/Fixtures, Computers, Lockers...)
<b>Other</b>	
\$ <u>0</u>	describe:
<b>Tot. Cap Invest:</b>	
\$ <u>3,100,000</u>	(Sum all lines above)

<b>Estimated Public and Private Sources of Funds for Project Costs:</b>	
<b>Grants:</b>	\$ _____
<b>Bonds:</b>	\$ _____
<b>GCEDC/GGLDC loan fund:</b>	\$ _____
<b>Bank Financing:</b>	\$ _____
<b>Other:</b>	\$ _____
<b>Equity:</b>	\$ _____
<b>Total of all sources of funds:</b>	\$ _____

Mortgage Amount on this Project: \$ \_\_\_\_\_  
 Total Amount Financed \$ \_\_\_\_\_ Describe: \_\_\_\_\_  
 Estimated percentage of costs financed from public sector (grants, bonds, and GCEDC/GGLDC loan fund divided by total of all sources of funds):

### III. Project Employment Information

**\*\*Note:** Please use full time equivalents, approximately *Two* part time is equivalent to *One* full time. (Attach additional sheets as necessary)

E1) Current number of full time equivalent employees (prior to project): 440

E2) Estimate how many full time/ part-time jobs will be **retained** as a result of this Project over the next three years: 440 Full Time (FT) 440 Part-Time (PT) \_\_\_\_\_ \*\* Total Full Time Equivalents (FTE)

\*Please note retained jobs should be based upon the most recent NYS MN-45 quarterly report, a copy of which should be attached to this application.

E3) What is the average estimated (annual) salary range of jobs to be retained \$39,500 to \$52,000  
(at current market rates)

Number of jobs	Job Title	Estimated salary/range	Hours per week
10	Production Worker	\$39,500 - \$52,000	40

E4) Estimate how many full time/ part-time jobs will be **created** as a result of this Project over the next three years: 2  
Full Time (FT) 2 Part-Time (PT) \_\_\_\_\_ \*\* Total Full Time Equivalents (FTE) 2

E5) What is the planned average hourly wage for the FTE jobs to be created \$ \$20.00

E6) What is the average estimated annual salary range of FTE jobs to be created \$ \$41,000 to \$ \$52,000

E7) What is the planned average annual benefits paid in \$\$ per FTE job to be created \$ \_\_\_\_\_

E8) Is the Project Commercial in nature (Sales Tax Generating for Community)? YES or NO X

E9) If yes, what is the estimated annual total Sales Tax to be generated from this project at full build-out? \$ \_\_\_\_\_

E10) Expected commencement date for project (if any) May 2022 (mo / year)

E11) Expected timeframe for project to achieve completion? September 2022 (in months)

E12) Estimate of the number of residents of the Labor Market Area (as defined in N.Y. GML Sec. 859-a(4)(f)) to fill created jobs? \_\_\_\_\_

## IV. Representations by the Applicant

- Is the company delinquent in the payment of any state or municipal property taxes?  Yes  No
- Is the company delinquent in the payment of any income tax obligation?  Yes  No
- Is the company delinquent in the payment of any loans?  Yes  No
- Is the company currently in default on any of its loans?  Yes  No
- Are there currently any unsatisfied judgments against the company?  Yes  No
- Are there currently any unsatisfied judgments against any of the company's principals?  Yes  No
- Has the company ever filed for bankruptcy?  Yes  No
- Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors?  Yes  No

If the answer to any of the questions above is "Yes," please provide additional comments in the space below and on additional pages if necessary.

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### ***Please initial each item where indicated***

**Job Listings** - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JPTA") in which the Project is located.

*[Signature]* **Applicant's Initials**

**First Consideration for Employment** - In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JPTA Entities for new employment opportunities created as a result of the Project.

*[Signature]* **Applicant's Initials**

**Annual Sales Tax Filings** - In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the AGENCY, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, an Annual Report of Sales and Use Tax Exemptions (Form ST-340) by the last day of February following applicable calendar year (with a copy to the AGENCY), describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.

*[Signature]* **Applicant's Initials**

**Employment Reports** - The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed, with the AGENCY, on quarterly basis, copies of form NYS-45-MN Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Returns filed with the Department of Labor applicable to the project site.

*[Signature]* Applicant's Initials

**AGENCY Reports** – The Applicant understands and agrees that, if the Project receives any Financial Assistance from the AGENCY, the Applicant agrees to file, or cause to be filed with the AGENCY, a certified Annual Project Report (to be mailed to the Applicant) due by the last day of February following applicable calendar year, for a period of time not to exceed 4 years post financial assistance.

*[Signature]* Applicant's Initials

**Absence of Conflicts of Interest** - The Applicant has received from the AGENCY a list of the members, officers, and employees of the AGENCY. No member, officers or employee of the AGENCY has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

*[Signature]* Applicant's Initials

**Recapture Provision/Uniform Tax Exemption Policy ("UTEP")** – Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. Recapture provisions would be invoked under Section 875(3) of the New York General Municipal Law if 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. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete, to the best of the Applicant's knowledge. Applicant hereby further represents and warrants that it has reviewed the Agency's UTEP and understands and agrees that under such UTEP, the Agency has the right to recapture all or a portion of any financial assistance provided by the Agency to the Company, including, but not limited to, sales and mortgage tax exemptions and real property tax abatements upon the occurrence of certain events as set forth in the UTEP.

*[Signature]* Applicant's Initials

**No Violation of Section 862(1) of the General Municipal Law** – In accordance with Section 862(1) of the General Municipal Law, the applicant understands and agrees that the Project will not (a) result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state, or (b) result in the abandonment of one or more plant facilities of the Project occupant located within the state. If the Project will result in (a) or (b), the applicant agrees that the requested financial assistance is necessary to prevent the Project from relocating out of the state, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.

*[Signature]* Applicant's Initials

**Financial Assistance Necessary** – The applicant represents that the project would not likely occur without the financial assistance provided by the AGENCY.

*[Signature]* Applicant's Initials

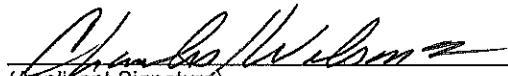
**Compliance** – The applicant receiving financial assistance is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

*[Signature]* Applicant's Initials

## V. Signatory Page

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that:

- A) The AGENCY will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.
- B) Failure of the Applicant to file appropriate Sales Tax and Employment reports will result in the revocation of tax benefits and require repayment of benefits previously claimed.
- C) If the Applicant submits knowingly false or knowingly misleading information this may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the AGENCY's involvement in the Project and may also lead to potential criminal penalties and/or civil liabilities for perjury.

  
\_\_\_\_\_  
(Applicant Signature)

*Charles J Wilson*  
\_\_\_\_\_  
(Print Name)

*Director of Risk Management*  
\_\_\_\_\_  
Title

*Upstate Niagara Cooperative, Inc*  
\_\_\_\_\_  
Company Name

*Parent of O-AT-KA Milk Products LLC*

This Application should be submitted along with the items listed in Exhibit A to:

Genesee County Economic Development Center  
99 MedTech Drive, Suite 106  
Batavia, New York 14020  
(Attn: President & Chief Executive Officer)



## VI. Hold Harmless Agreement

Applicant hereby releases Genesee County Economic Development Center and the members, officers, servants, agents and employees thereof (the "AGENCY") from, agrees that the AGENCY shall not be liable for and agrees to indemnify, defend and hold the AGENCY harmless from and against any and all liability arising from or expense incurred by (A) the AGENCY's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the AGENCY, (B) the AGENCY's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the AGENCY with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the AGENCY or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the AGENCY, its agents or assigns, all costs incurred by the AGENCY in the processing of the Application, including attorneys' fees, if any.

Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the agreements to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

Charles J. Wilson  
(Applicant Signature)

Charles J. Wilson  
(Print Name)

Director of Risk Management  
Title

Upstate Niagara Cooperative, Inc.  
Company Name  
Parent O-AT-KA Milk Products LLC

Sworn to before me this

14<sup>th</sup> day of April, 2022

Mercille A. Buzzelli  
Notary Public

**MERCILLE A. BUZZELLI**  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires August 31, 2022

# EXHIBIT A

## INSURANCE COVERAGE

1. Requirements. The Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting there from, and **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000**, protecting the Company against any loss or liability or damage for personal injury or property damage.

2. Additional Provisions Respecting Insurance. (a) **All insurance required shall name the Agency as a named insured and all other insurance required by Section 4 hereof shall name the Agency as an additional insured.** All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to the Company and the Agency.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Prior to expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agent Agreement.



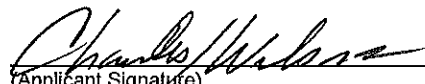
**Fees to be Paid by the Applicant:**

Genesee County Economic Development Center \$ 38,750 Per the attached Pricing & Fee Policy) the AGENCY will collect a 1.25 % fee. The AGENCY will collect its participation fee at the time of closing, based upon the company provided realistic capital investment costs of this project stated in this application. *(Should the actual costs exceed those estimated, an additional fee will apply.)* In addition, the Applicant will reimburse the Agency for any direct expenses incurred in connection with this Project, including costs related to holding a public hearing.

The AGENCY will collect an annual administration fee. Projects with a capital investment of less than \$5 million will be charged a \$500 annual fee for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged.

Harris Beach, LLP \$ 7,000 (Estimated fee for legal services required in connection with the financial assistance provided by the Genesee County Economic Development Center). ***Applicant may be required to pay additional out-of-pocket expenses and applicable filing or recording fees.***

***\*\*Financial incentives are public information and will be released to the media upon board approval\*\****

  
\_\_\_\_\_  
(Applicant Signature)

Charles J. Wilson  
\_\_\_\_\_  
(Print Name)

Director of Risk Management  
\_\_\_\_\_  
Title

Upstate Niagara Cooperative Inc  
\_\_\_\_\_  
Company Name  
Parent of O-AT-KA Milk Products LLC

# Exhibit C

## Short Environmental Assessment Form Part 1 - Project Information


### Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: MaCC Room Expansion at O-AT-KA Milk Products			
Project Location (describe, and attach a location map): 4815 Ellicott Street Road, Town of Batavia; Tax Parcel 13.-1-96.1			
Brief Description of Proposed Action: Construction of a 3,246 square building addition onto an existing 301,264 dairy products plant. Addition will be located on the south side of the plant within an existing paved area (no increase in impervious area).			
Name of Applicant or Sponsor: O-AT-KA Milk Products Coop (Kelly Finch, contact)		Telephone: (716) 892-3156 E-Mail: kfinch@oatmilk.com	
Address: 388 Pleasant View Drive			
City/PO: Lancaster		State: NY	Zip Code: 14086
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		23.12 acres	
b. Total acreage to be physically disturbed?		0.17 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		92.38 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Runoff will flow towards an existing onsite stormwater infiltration basin.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor/name: <u>O-AT-KA MILK PRODUCTS COOP</u> Date: <u>03/04/2022</u> Signature: <u></u> Title: <u>PROJECT MANAGER</u>		

RODNEY CLIVES JR PE  
NAPIERALA CONSULTING  
AUTHORIZED AGENT

# Exhibit D



## Genesee County Economic Development Center Pricing & Fee Policy

Effective Date: May 2, 2019

### Financial Assistance - Tax Savings\*\*\*

Offering / Activity	Fees	Comments
<p>Lease - Lease Back (SLB) or similar</p> <p>Including any / all of the following:</p> <ol style="list-style-type: none"> <li>1. PILOT</li> <li>2. Sales Tax Exemption</li> <li>3. Mortgage Tax Exemption</li> </ol> <p>Minimum fee of \$2,000</p>	<p><b>\$250 Non-Refundable Application Fee</b></p> <p><u>GCEDC Fees:</u></p> <p><b>Direct Sales Project:</b> 1.25% of total capital investment/ benefited project amount</p> <p><u>Administration fee:</u></p> <p>For projects with a capital investment of less than \$5 million, there will be a \$500 annual fee charged for each year of benefits provided. For projects with a capital investment of \$5 million or greater, there will be a \$1,000 annual fee charged.</p> <p><u>Legal Fees:</u></p> <p>Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	<p>Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.</p>
<p>Sales Tax Exemption Only</p> <p>Minimum fee of \$1,000</p>	<p><b>\$250 Non-Refundable Application Fee</b></p> <p><u>GCEDC Fees:</u></p> <p><b>Direct Sales Project:</b> 1.25% of total capital investment/ benefited project amount</p>	<p>Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.</p>



	<p><b><u>Legal Fees:</u></b></p> <p>Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	
<p><b>Mortgage Tax Exemption Only</b></p> <p><b>Minimum fee of \$2,000</b></p>	<p><b>\$250 Non-Refundable Application Fee</b></p> <p><b><u>GCEDC Fees:</u></b></p> <p>0.4% of amount financed</p> <p><b><u>Legal Fees:</u></b></p> <p>Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	<p>Eligible to businesses with Capital Investments of \$50,000 or greater which meet the criteria as set forth in the GCEDC's Uniform Tax Exemption Policy.</p>

## Financing\*\*\*

Offering / Activity	Fees	Comments
<p><b>Bond: Taxable or Tax Exempt</b></p> <p>1. Financing transaction only</p> <p>2. Financing included with SLB</p>	<p><b>\$250 Non-Refundable Application Fee</b></p> <p><b><u>Financing Transaction Only:</u></b></p> <p><b>Direct Sales Project: 1.25% of total bond amount</b></p> <p>Applicant must pay NYS Bond Issuance cost plus legal fees.</p> <p><b><u>Legal Fees:</u></b></p> <p>Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	<p>Range varies based on GCEDC involvement, term of bond (equip only vs. real property) and spread between taxable and tax exempt yield curves. The shorter the term and / or lower the spread between yield curves requires lower fees to remain competitive vs. commercial lending sources.</p>

## Transfer/Assignment of PILOT

Offering / Activity	Fees	Comments
<p>PILOT</p> <p>1. If a company sells their building, the GCEDC must approve the transfer/assignment of the PILOT to the purchaser.</p>	<p>No Application Fee</p> <p>GCEDC will calculate a fee based on a number of factors such as the purchase price of the facility, what the purchaser will use the facility for, the remaining term and savings of the PILOT, and any other pertinent information that the Board feels is necessary.</p> <p><u>Legal Fees:</u></p> <p>Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	

\*\*\* NOTE – If a company wants to have a lease-leaseback transaction with a tax-exempt financing component the total fee charged would be 1.75% of Capital investment.

Any deviation from the above listed fee schedule must be explained in writing to the Board by the CEO prior to (or simultaneously with) the approval of the Company's application and must be approved by the Board.

## Financing/ Grants/ Consulting

Offering / Activity	Fees	Comments
<p>Grants:</p>	<p>\$250 Non-Refundable Application Fee</p> <p><u>Program Administration Fees:</u></p> <p>Allowable program administration and delivery fees associated with the grant will be collected by the GCEDC.</p> <p><u>Legal Fees:</u></p> <p>Legal transaction fees associated with a project will be estimated to each client on a case by case basis.</p>	<p>Generally established and parameters set by Grantor. Negotiations, based on EDC involvement, occur on occasion.</p> <p>Project fee negotiated between grantee and GCEDC will be agreed to in a memorandum of understanding.</p>