



# **Application for Financial Assistance**

## **Table of Contents**

	<b><u>Page</u></b>
I. Applicant Information	3
II. Project Information	4
III. Project Employment Information	5
IV. Representation by the Applicant	6-7
V. Signatory Page	8
VI. Hold Harmless Agreement	9

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

## **Attachments**

Exhibit A – Insurance Requirements (Required)	10
Exhibit B – Estimated Incentives and Fees	11-12
Exhibit C – EAF (Required)	13-16
Exhibit D – Pricing Policy	17-18
Exhibit E – Local Labor Policy (Required if over \$5million in capital investment of facility construction)	19-20

# I. Applicant Information

<b>Company Name: O-AT-KA Milk Products Cooperative LLC</b>		
<b>Address: 700 Ellicott Street</b>		
<b>City / Town Batavia</b>	<b>State: NY</b>	<b>Zip: 14020</b>
<b>Phone No.: 585-815-4292</b>	<b>Fax No.: 585-343-4473</b>	
<b>Email Address: mfuchs@oatkamilk.com</b>	<b>Fed. Id. No.: 16-0819699</b>	

SIC Code (<https://www.osha.gov/pls/imis/sicsearch.html>): \_\_\_\_\_ 2023 \_\_\_\_\_

NAICS Code (<http://www.naics.com>): \_\_\_\_\_ 311511 \_\_\_\_\_

Contact Person: \_\_\_\_\_ Michael Fuchs \_\_\_\_\_

Principal Owners / Officers / Directors: (list owners with 15% or more in equity holdings with percentage ownership)

\_\_\_\_\_ See attached \_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

*Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)*  
Form of Entity:  C Corp  S Corp  Partnership  LLC  
 LLP  Sole Proprietorship  Not for Profit  Cooperative Corporation

If a corporation, partnership, limited liability company/partnership or Not for Profit:

What is the date of the establishment 1959, Place of organization NY,  
if a foreign organization, is the Applicant authorized to do business in the State of New York?

<b>Applicant's Counsel: Mr Joseph Casion</b>		
<b>Address: 1600 Bausch &amp; Lomb Place</b>		
<b>City / Town Rochester</b>	<b>State NY</b>	<b>Zip 14604</b>
<b>Phone No.: 585-231-1407</b>	<b>Fax No.:</b>	

## II. Project Information

A) Detailed Description of Project (Including type, location and purpose of project: \_\_\_\_\_ Construct an 20,075-sq. ft. expansion of the current O-AT-KA Milk plant located at 4815 Ellicott Street to allow for additional internal footprint to address current space limitations that limit future growth options of the business.

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: \_\_\_\_\_  
 Address 4815 Ellicott street City of Batavia, NY 14020  
 Town Zip

C) Current Assessed Value of Property \$ \_\_\_\_\_ Tax Map # \_\_\_\_\_  
 (not required if project is for equipment purchases only)

D) Square footage of existing building \_\_\_\_\_ S/F  
 Square footage of new / renovated build \_\_\_\_\_ 20,075 S/F  
 Total Square Footage \_\_\_\_\_ S/F

<b>Estimated Project Costs / Project Capital Investment:</b>	
<b>Building Cost:</b>	
\$	4,300,000 (New Building Construction cost or Existing building expansion construction)
<b>Land and Building</b>	
\$	(Purchase Value of land and/or building incl. engineering, architect and blue print fees)
<b>Production Equipment:</b>	
\$	(\$ Value of Production Equipment – not sales taxable)
<b>Other Equipment</b>	
\$	(\$ Value of sales taxable equip = Furniture/Fixtures, Computers, Lockers...)
<b>Other</b>	
\$	describe:
<b>Tot. Cap Invest:</b>	
\$	4,300,000 (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: \$ 4,300,000</b>	
<b>Other: \$</b>	
<b>Equity: \$</b>	
<b>Total of all sources of funds: \$ 4,300,000</b>	

Mortgage Amount on this Project: \$0  
 Total Amount Financed \$4,300,000 Describe: Bank Term Loan

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): 430

E2) Estimate how many full time/ part-time jobs will be **retained** as a result of this Project over the next three years:         

308 Full Time (FT)          Part-Time (PT) 308 \*\* 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 \$28,000 to \$50,000  
(at current market rates)

Number of jobs	Job Title	Estimated salary/range	Hours per week

E4) Estimate how many full time/ part-time jobs will be **created** as a result of this Project over the next three years: 0

Full Time (FT) 0 Part-Time (PT) 0 \*\* Total Full Time Equivalents (FTE) 0

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

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

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

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) 10/2017 (mo / year)

E11) Expected timeframe for project to achieve completion? 6 (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.

n/a

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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) ("JTPA") in which the Project is located.

\_\_\_MJF\_\_\_ ***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 JTPA Entities for new employment opportunities created as a result of the Project.

\_\_\_MJF\_\_\_ ***Applicant's Initials***

**Annual Sales Tax Fillings** - 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.

\_\_\_MJF\_\_\_ ***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.

\_\_MJF\_\_ **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.

\_\_MJF\_\_ **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:

\_\_MJF\_\_ **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.

\_\_MJF\_\_ **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.

\_\_\_\_\_ **Applicant's Initials**

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

\_\_MJF\_\_ **Applicant's Initials**

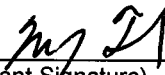
**Compliance** – The applicant receiving financial assistance is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

\_\_MJF\_\_ **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)

\_\_\_\_\_  
Michael J Fuchs  
(Print Name)

\_\_\_\_\_  
Chief Financial Officer  
Title

\_\_\_\_\_  
O-AT-KA Milk Products Coop, LLC  
Company Name

**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.

Michael J Fuchs  
(Applicant Signature)  
Michael J Fuchs  
(Print Name)  
Chief Financial Officer  
Title  
O-AT-KA Milk Products Coop, LLC  
Company Name

Sworn to before me this

25 day of September, 20 17

Sherrri A. Moscato / Sherrri A. Lyons  
Notary Public

SHERRI A. MOSCATO / Sherrri A. Lyons  
NOTARY PUBLIC, STATE OF NEW YORK  
REGISTRATION # 01MO4651444  
QUALIFIED IN MONROE COUNTY  
CERTIFICATE FILED IN GENESSEE COUNTY  
COMMISSION EXPIRES: 09/20 18

Effective February 4, 2016

# 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.

# Exhibit B

## To be completed / calculated by AGENCY

**Type of Project:**       Attraction                      X Expansion                       Retention  
                                   Infrastructure                       Workforce

**Offerings:**    X SLB                       Bond                       Grant                       Consulting

## Estimated Financial Assistance to be provided via AGENCY participation – subject to AGENCY Board Approval

*1) Estimated Sales Tax Exemption (8%)	\$ <u>206,400</u>
2) Estimated Mortgage Tax Exemption (1%)	\$ _____
3) Estimated Property Tax Abatement	\$ <u>163,813</u>
4) Estimated Total Tax Savings (1+2+3):	\$ <u>370,213</u>
5) Estimated Tax-Exempt Interest Cost Savings (via Tax-Exempt Bond)	\$ _____
6) Grant	\$ _____
Type or name of grant (_____)	
7) Estimated total Company Savings (4+5+6):	\$ <u>370,213</u>
8) Benefited Project Amount (the capital investment directly related to the benefits received)	\$ <u>4,300,000</u>
9) Bond Amount	\$ _____
10) Mortgage Amount	\$ _____
11) GCEDC/GGLDC Revolving Loan Fund	\$ _____
12) Loan Secured	\$ _____
Source of loan (_____)	
13) Total Amount Financed / Loan Funds Secured	\$ _____
	(9+10+11+12)

**Proposed PILOT structure:**

Traditional Pilot based on incremental increase in assessed value due to 20,075 sq.ft. expansion, only.

\* Estimated Value of Goods and Services to be exempt from sales and use tax as a result of the Agency’s involvement in the Project. PLEASE NOTE: These amounts will be verified and there is a potential for a recapture of sales tax exemptions (see “Recapture Provision” on page 4).

\$ 2,580,000 \_\_\_\_\_ (to be used on the NYS ST-60)



# Exhibit C

617.20

*Short Environmental Assessment Form*

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: O-AT-KA Milk Products Expansion			
Project Location (describe, and attach a location map): Expand current footprint by building out the North side of the plant with two walls to square off the facility resulting in an additional 20,075 sq. ft. of internal space.			
Brief Description of Proposed Action: Due to phased expansion over time, the existing facility has limited flexibility to allow for possible layout changes to production systems and storage locations. The additional space created will afford the company the space need to as it continues to evaluate locations of production equipment and material storage.			
Name of Applicant or Sponsor: O-AT-KA Milk Products		Telephone: 585-815-4292	
		E-Mail: mfuchs@oatkamilk.com	
Address: 700 Ellicott Street			
City/PO: Batavia		State: NY	Zip Code: 14020
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO    YES
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.			X
2. Does the proposed action require a permit, approval or funding from any other governmental Agency?			NO    YES
If Yes, list agency(s) name and permit or approval: City & Town of Batavia, County of Genessee			X
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input 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			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?		X	
b. <u>Consistent with the adopted comprehensive plan?</u>		X	
6. <u>Is the proposed action consistent with the predominant character of the existing built or natural landscape?</u>	NO	YES	
		X	
7. <u>Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</u> If Yes, identify: _____	NO	YES	
	X		
8. a. <u>Will the proposed action result in a substantial increase in traffic above present levels?</u>	NO	YES	
	X		
b. Are public transportation service(s) available at or near the site of the proposed action?	X		
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	X		
9. <u>Does the proposed action meet or exceed the state energy code requirements?</u> If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
		X	
10. <u>Will the proposed action connect to an existing public/private water supply?</u> If No, describe method for providing potable water: _____ _____	NO	YES	
		X	
11. <u>Will the proposed action connect to existing wastewater utilities?</u> If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
		X	
12. a. <u>Does the site contain a structure that is listed on either the State or National Register of Historic Places?</u>	NO	YES	
	X		
b. Is the proposed action located in an archeological sensitive area?	X		
13. a. <u>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?</u>	NO	YES	
	X		
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: _____ _____ _____	X		
14. <u>Identify the typical habitat types that occur on, or are likely to be found on the project site.</u> Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest X Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. <u>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?</u>	NO	YES	
	X		
16. <u>Is the project site located in the 100 year flood plain?</u>	NO	YES	
	X		
17. <u>Will the proposed action create storm water discharge, either from point or non-point sources?</u> If Yes, a. Will storm water discharges flow to adjacent properties? To Existing Water retention areas b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: To Existing _____ _____	NO	YES	
		X	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO X	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO X	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO X	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Michael J Fuchs Date: 09/18/17 Signature: _____		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. <u>Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?</u>		
11. <u>Will the proposed action create a hazard to environmental resources or human health?</u>		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation that the proposed action will not result in any significant adverse environmental impacts.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer



# Exhibit D

## Genesee County Economic Development Center Pricing & Fee Policy

Effective Date: October 1, 2015



**Economic  
Development Center**

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

Offering / Activity	Fees	Comments
<p><b>Lease - Lease Back (SLB) or similar</b> 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><b>Minimum fee of \$2,000</b></p>	<p><b>\$250 Non-Refundable Application Fee</b></p> <p><u><b>GCEDC Fees:</b></u> <b>Direct Sales Project:</b> 1.25% of total capital investment/ benefited project amount</p> <p><u><b>Administration fee:</b></u> 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><b>Legal Fees:</b></u> 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 Exception Policy (UTEP).</p>
<p><b>Sales Tax Exemption Only</b></p> <p><b>Minimum fee of \$1,000</b></p>	<p><b>\$250 Non-Refundable Application Fee</b></p> <p><u><b>GCEDC Fees:</b></u> <b>Direct Sales Project:</b> 1.25% of total capital investment/ benefited project amount</p> <p><u><b>Legal Fees:</b></u> 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 Exception Policy (UTEP).</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><u><b>GCEDC Fees:</b></u> 0.4% of amount financed</p> <p><u><b>Legal Fees:</b></u> 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 Exception Policy (UTEP).</p>

## Financing\*\*\*

Offering / Activity	Fees	Comments
<b>Bond: Taxable or Tax Exempt</b>  1. Financing transaction only 2. Financing included with SLB	<b>\$250 Non-Refundable Application Fee</b>  <u><b>Financing Transaction Only:</b></u> <b>Direct Sales Project:</b> 1.25% of total bond amount  Applicant must pay NYS Bond Issuance cost plus legal fees.  <u><b>Legal Fees:</b></u> Legal transaction fees associated with a project will be estimated to each client on a case by case basis.	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.

\*\*\* 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.

## Financing/ Grants/ Consulting

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



## ATTACHMENT TO APPLICATION FOR FINANCIAL ASSISTANCE

### Local Labor Workforce Certification

Project applicants (the "Company"), with projected / committed capital investment for facility construction of greater than or equal to \$5,000,000, as a condition to receiving Financial Assistance (including a sales tax exemption, mortgage recording tax exemption, real property tax abatement, and/or bond proceeds) from the Genesee County Industrial Development Agency d/b/a Genesee County Economic Development Center (the "Agency"), will be required to utilize qualified Local Labor, as defined below, for all projects involving the construction, expansion, equipping, demolition and/or remediation of new, existing, expanded or renovated facilities (collectively, the "Project Site").

#### Local Labor Defined

Local Labor is defined as individuals residing in the following Counties: Genesee, Orleans, Monroe, Wyoming, Livingston, Wayne, Ontario, Seneca, Yates, Niagara, Erie, Chautauqua, Cattaraugus and Allegany (collectively, the "Local Labor Area").

#### Local Labor Requirement

At least 90% of the total number of Project employees, excluding construction project management, of the general contractor, subcontractor, or subcontractor to a subcontractor (collectively, the "Workers") working on the Project Site must reside within the Local Labor Area. Companies do not have to be local companies as defined herein, but must employ local Workers residing within the Local Labor Area to qualify under the 90% local labor criteria.

It is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a Project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the "Local Labor Waiver Request") based on the following circumstances: (i) warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers; (ii) specialized construction for which qualified Local Labor Area Workers are not available; (iii) documented lack of Workers meeting the Local Labor Area requirement; or (iv) cost differentials in bids whereby use of local labor significantly increases the construction cost of the project. Prior to the granting of said waiver, the lowest bidding contractor which bid said construction project using local labor would have the right of first refusal to bid and match the lowest bid as a remedy to ensure compliance with this policy. Comprehensive documentation and justification will be required including documented evidence and verification by GCEDC staff or agents that the "right of first refusal" remedy has been effected unsuccessfully.

The Agency shall evaluate the Local Labor Waiver Request and make its determination related thereto based upon the supporting documentation received with such waiver request.

#### Local Labor Reporting Requirement

Companies authorized to receive Financial Assistance from the Agency will be required to file or cause to be filed a Local Labor Utilization Report (the "Report") on such form as made available by the Agency, and as directed by the Agency, which will identify, for each Worker, the city, town, or village and associated zip code that each such Worker is domiciled in. The Report shall be submitted to the Agency or its designated agents as follows: (i) immediately prior to commencement of construction activities; and (ii) on or by the next following quarterly dates of January 1, April 1, July 1, and October 1 and each quarterly date thereafter through the construction completion date.

The Agency, or its designated agents, shall have the right, during normal business hours, to examine and copy the applicable books and records of the Company and to perform spot checks of all Workers at the Project site to verify compliance with the Local Labor Requirement throughout the construction period.

Enforcement

If Agency staff determines that: (i) the Local Labor Requirement is not being met; or (ii) upon use of its reasonable discretion, discovers or becomes aware of a compliance issue related to the Local Labor Requirement, then written notice delivered by Certified Mail of said Local Labor Requirement violation (the "Notice of Violation") shall be provided to the Company.

The Company shall have 10 business days thereafter to either:

- (i) provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement;
- (ii) submit the Local Labor Waiver Request as described above; or
- (iii) confirm in writing its inability to meet the Local Labor Requirement.

If the Company does not respond to the Agency's Notice of Violation, or if the Company confirms its inability to meet the Local Labor Requirement then the Agency shall immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project. If a Local Labor Waiver Request is submitted and the Agency declines to issue the requester waiver, then the Company shall have 10 business days after receipt of the notice of the waiver request denial to provide written confirmation to the Agency indicating that it has cured the violation and is now in compliance with the Local Labor Requirement. If the Agency does not receive such confirmation, the Agency shall then immediately terminate any and all Financial Assistance being provided to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the Project.

The foregoing terms have been read, reviewed and understood by the Company and all appropriate personnel. The undersigned agrees and understands that the information contained herein must be transmitted and conveyed in a timely fashion to all applicable subcontractors, suppliers and materialmen. Furthermore, the undersigned realized and understands that failure to abide by the terms herein could result in the Agency revoking all or any portion of Financial Assistance, whether already received or to be received by the Company, as it deems reasonable in its sole discretion for any violation hereof.

**COMPANY CERTIFICATION**

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

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public