

County of Cattaraugus
Industrial Development Agency

BOARD OF DIRECTORS MEETING - AGENDA

Tuesday, July 16, 2024
CCIDA Office
9 E. Washington Street
Ellicottville, NY
11:15 a.m.

To access the Board meeting via Zoom/Conference Call, please see the applicable information at the end of the agenda to do so.

-Call the Meeting to Order-Time:

-Roll Call- Board of Directors of the CCIDA:

-Approval of June 11, 2024 CCIDA Board of Directors Meeting Minutes:

New Applications

1.) – Alle-Catt Wind Energy, LLC.

-Alle-Catt Wind Energy LLC has submitted an Application to the Agency seeking NYS sales tax, mortgage tax and real property tax abatement relating to a wind power project consisting of up to 83 wind turbines with a maximum generating capability of approximately 340 MW. Thirty-eight of the turbines will be located in Cattaraugus County in the Towns of Farmersville and Freedom. The project also includes buried electrical cables, pad-mount transformers, access roads, electrical substation, permanent meteorological towers, microwave tower, identflight towers, aircraft detection lighting systems, O&M building and associated improvements. ***Please note: The Agency is working with Counsel with respect to the SEQR, as the IDA is an involved Agency. No Official action will be taken on this proposed project. We will discuss possible next steps (ie. SEQR, Public Hearing, etc.).***

-The Total Project Investment: \$618,874,498

2.) – Olean Town Centre, LLC.

-Olean Town Centre LLC has submitted a revised letter and Application to the Agency seeking NYS sales tax, mortgage tax and real property tax abatement relating to the redevelopment of the Olean Center Mall which currently is approximately 355,000 square feet. The project will include building of a new structure to adjoin the existing mall structure comprising of a new mall entrance and inline tenant space, improvements and updates to the existing mall structure,

building exterior and façade, replacement of the roof system, renovation of the interior building infrastructure. The project will provide new retail and other commercial opportunities. A REVISED Application and overview letter is included in your Board packet. ***Please note: The Agency is working with Counsel with respect to the SEQR, as the IDA Lead Agency. No Official action will be taken on this proposed project. I would ask the Board to discuss possible next steps (ie. Public Hearing, etc, should the Board see fit to set a date).***
-The Total Project Investment: \$40,229,315

Applications in Process/Projects in Process

1.) – North Park LLC/North Park Innovation Group, Inc.

-North Park LLC/North Park Innovation Group, Inc. has submitted an Application to the Agency seeking NYS sales tax, mortgage tax and real property tax abatement relating to the construction of an approximately 3,000 - 10,000 square foot addition to the current 12,500 square foot facility that was constructed in 1991 located at 6442 NYS Route 242 E., Ellicottville, NY. The new addition will allow for the needed expansion and growth of the company, which includes retained employment and net new hires as well. *A copy of the cost benefit analysis is included in each Board Member's packet.*

A Public Hearing was held at the CCIDA Office on July 3, 2024 at 12:30 p.m. Bill and Lori Northrup were in attendance. Minutes of the Hearing are included.

-The Total Project Investment: \$770,000 (+,-).

√ Resolution – North Park, LLC.

2.) – QSKI, LLC.

-QSKI LLC has submitted an Application to the Agency for seeking NYS sales tax abatement and mortgage recording tax abatement relating to the construction of an approximately 9,000 square foot mixed use building located at 41 Washington Street in the Village of Ellicottville. The project will have ground floor retail, up to 2 suites, and 5 upper floor units of housing.

A Public Hearing was held at the CCIDA Office on July 3, 2024 at 1:00 p.m. There was no one in attendance. Minutes of the Hearing are included.

-The Total Project Investment: \$2,000,000.

√ Resolution – QSKI, LLC.

Project Update

***RevRail and Rail Spur in Cattaraugus Update:**

-We will give a brief update on the proposed RevRail Rail Bike project in the Village of Cattaraugus. Things are moving good and rehab work on the should commence by August 1st. RevRail is looking to rail bike events in mid-September. Fingers crossed!

***CCIDA Financial Report:**

-Approval of June 2024 Financial Reports

***Income for June 2024 (\$8,722.46):**

- \$ 1,500.00 - GSPP 4578 Felton Hill Road East - Application Fee
- \$ 1,500.00 - GSPP 4578 Felton Hill Road West - Application Fee
- \$ 1,500.00 - North Park Ellicottville - Application Fee
- \$ 4,200.00 – Refund from ERC Specialists
- \$ 22.46 – American Power and Gas rebate

***Income for July 2024 (\$3,000.00):**

- \$ 1,500.00 - QSKI, LLC - Application Fee
- \$ 1,500.00 – Alle-Catt Wind Energy LLC – Application Fee

-**Update:** Relating to CCIDA Asset Account balances, terms and rates. (*Update sheet is within your packet*).

-*General update on projects in process; including the Agency has 6 projects in the closing stage which should close in the 3rd quarter of this year.*

***Executive Directors Reports:**

-Internal (IDA Meetings/Discussions, Snapshot):

- ✓ Meeting with Kinley Construction on updates to project.
- ✓ Meeting with Andy and Scott regarding RevRail updates.
- ✓ Meeting with Mayor Burrell and Brad Lockwood regarding cutlery development project.
- ✓ Presentation for Leadership Cattaraugus in Ellicottville.
- ✓ Meeting with Sean Doyle of Hamburg IDA.
- ✓ Meeting regarding EPL Funding for Brownfields.
- ✓ Meeting with Rich Schecter.

- ✓ Meeting with Mike John relating to his project.
- ✓ Meeting with Congressman Langworthy, event.
- ✓ Meeting with developer on possible project in Mansfield.
- ✓ Attend Cattaraugus-Allegany Workforce Development Board Meeting.
- ✓ Meeting with Pete Sorgi and Jason Schwab on possible project.
- ✓ Meeting with Mike Higgins and John Stahley on possible project in Olean.
- ✓ Attend Cattaraugus County Economic Development Meeting in Little Valley.

-External (Points of Interest relating to the CCIDA):

- ✓ **Olean Times Herald:** Article: *"Workforce a key factor in Great Lakes Cheese's commitment to area"*.
- ✓ CCIDA Letter of Support for Village of Franklinville T-Mobile Hometown Grant.
- ✓ Update and overview of our Cattaraugus County Economic Development Team working on a funding support from the Ralph Wilson Foundation. Please see the packet included in your Board packet for review and full details. This would be a great win for the County!
- ✓ **Olean Times Herald:** *"Right Thinkers panel sees successful farming as security issue"*. Excellent recap of the meeting and roundtable!
- ✓ **The Villager:** *"Pour Taproom Ellicottville Business Expands to Former Cadillac Jack's Location"*. A recent IDA project that will now be complete with a new unique dining experience.
- ✓ **Buffalo Niagara Partnership Government Affairs Advocacy Alert:** *"Region Wins Tech Hub Funding"*.
- ✓ **Harris Beach Memorandum** *"Proposed Amendments to Brownfield Cleanup Program – Prevailing Wage"*.

Executive Session: (Attorney-Client Privileges)

Motion-

:
:

Time:

-Motion to reenter the CCIDA Board Meeting-:

Time:

Adjournment:

Motion-

:

:

Time:

*** Next CCIDA Board of Directors Meeting is TBD. We will send out dates and times to the Board to reschedule the August 13th Board Meeting.**

Zoom Meeting access Information:

CCIDA is inviting you to a scheduled Zoom meeting.

Topic: County of Cattaraugus IDA Board Meeting

Time: Jul 16, 2024 11:15 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83781720700?pwd=aarta8eZFKb-blQKrxBJQoWtLYKVELA.1>

Meeting ID: 837 8172 0700

Passcode: 613462

One tap mobile

+16469313860,,83781720700#,,,,*613462# US

+19292056099,,83781720700#,,,,*613462# US (New York)

Dial by your location

• +1 646 931 3860 US

• +1 929 205 6099 US (New York)

COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY

BOARD MEETING MINUTES

June 11, 2024

CCIDA Offices

9 East Washington Street

Ellicottville NY 14731

11:15 a.m. In Person or via Teleconference Call/Zoom

Roll Call: -Taken-

Members

Present:

Mr. Thomas Buffamante-Chairman
Mr. Joseph Higgins
Mr. James (Joe) Snyder
Mr. Brent Driscoll
Mr. Michael Wimer
Ms. Ginger Schroder

Excused:

Mr. Thomas Cullen

CCIDA Staff/Counsel:

Mr. Corey R. Wiktor, Executive Director CCIDA
Mr. Robert Murray, Harris Beach PLLC Legal Counsel

Presenters/Guests:

Ms. Lori Northrup, North Park LLC
Mr. Bill Northrup, North Park LLC
Mr. Rick Miller, *Olean Star* (via zoom)
Mr. Bob Clark, *Olean Times Herald* (via zoom)
Mr. Robert Dingman, New York & Lake Erie Railroad
Tommy Patterson, New York & Lake Erie Railroad
Mel Shaw, New York & Lake Erie Railroad
Cindy Lauer from South Dayton Farmer's Market
Karen Strickland, South Dayton Rail Depot

Mr. Buffamante called the meeting to order at 11:17 a.m.

A roll call of the Board of Directors of the CCIDA was taken Mr. Buffamante, Mr. Higgins, Mr. Snyder, Mr. Driscoll, Mr. Wimer and Ms. Schroder were present. Mr. Cullen was excused.

A Motion was made by Brent Driscoll seconded by Joseph Higgins to accept the Board Meeting Minutes from May 14, 2024 as presented to the Board. All in favor. Motion Carried. Mr. Cullen was excused.

New Applications

1.) – North Park LLC/North Park Innovation Group, Inc.

-Mr. Wiktor welcomed everyone to the June Board Meeting. He indicated Bill and Lori from North Park are first on the agenda and indicated the Application is included in the Board Packet, with the background of the Company as well as the SEQR Application and Cost Benefit Analysis. Mr. Wiktor indicated the Company put together an overview for the purpose of an expansion of the building that was built in 1991. He further stated it is very exciting to see the growth, new products, innovation and how it addresses a massive concern in today's society with training and helping out students who are wanting to become professionals on HVAC and a multitude of other sectors that need that workforce development, which he will allow Lori to expand upon. Mr. Wiktor indicated he toured the facility and they are need of the additional space and is great see a number of employees looking to grow the plant and employment as well and it fits CCIDA's manufacturing incentives relating to sales tax abatement, mortgage recording tax and real property tax abatement.

-Mr. Wiktor introduced Bill and Lori from North Park and asked them to give a brief overview and background of the project. Lori indicated Corey has been amazingly helpful over the last few weeks getting everything organized. She indicated, they have been going along pretty successfully and it has been fun and they are jammed for space, they tried to do an addition last year and the zoning was not in the correct format so now they are waiting to hear back from the County regarding their zoning change request and hoping the earliest they could start would be the end of July. Lori further indicated they make large pieces of equipment that are shipped out on 18 wheelers and are sold primarily to schools that teach young people, adults or prisoners on how to become technicians for air conditioning, refrigeration and electrical and they have a new product line they bought a year and half ago that teaches green energy tech, being solar, wind, hydrogen and also cyber-security. They are the lead team that is presenting the Skills USA for cyber-security for the Nation which is the best of the best for each State. Mr. Wiktor indicated if you go into their shop and browse through their catalog, it gives you an idea of how they assemble and use their secret sauce to manufacture these units and they are very scaled down to what you would see in a commercial grocery store or your home heating unit, AC unit and a variety of different ideas to teach all the technical training skills which is such a need that we continue to hear about. The units allow those institutions, and overseas companies as well, as they have international sales that allows this training mechanism to take place. Mr. Wiktor indicated Bill was at a meeting the other day and introducing the concept of air conditioning and the history of it and seeing a table top replica showing the dynamic of it showing the unit to the cold air blowing out. Mr. Wiktor indicated it is wonderful to see and we all know the needed technical skills in the United States. Mr. Buffamante asked if their customers utilize the equipment to train versus sending the employees out to train and Lori indicated they occasionally do, but they currently have someone in Pittsburg handling a live, hands-on training. Lori further indicated in the next three months they are growing the business in new areas as they got to two giant server racks, as big and tall as the room, modeling for an industry expert that Bill is bringing in to help build a training unit for server farms. Bill indicated with the new AI, digital technology, the processors are getting more powerful, more heat and if you put a cold plate against them, it will produce 300 to 400 percent more if you keep it cold so they are working on the training processes for that and to teach that too. Lori indicated in a couple weeks later, they have a partner from France coming over with his son who is going to be an intern and the partner is helping them complete some special

inverter driven units that he helped them design and brought forth to the US market. Bill indicated Europe is so far ahead of us as far as efficiency and we are learning from them and then he is going to sell the products in the EU for them. Lori indicated the other group they have coming will be on August 10th, which are three interns from Washington State where they bought the Marcraft Business. The two owners they bought the business from are staying on for a few years and are working closely with them to develop a completely new program for cyber security training for drone pilots. They are putting together a whole panel that will explore everything they need to do. Bill indicated they will do drone cyber security, drone maintenance and drone piloting. Mr. Buffamante asked in the hand out they passed out, if they have 80 future or potential employees and Lori responded yes, with the completed expansion of 10,000 square feet, it more than doubles the manufacturing equipment they currently have and could easily grow up to that number. Mr. Wiktor thanked Lori and Bill and indicated he would set up a Public Hearing, there is no voting today, but if all goes well will bring before the Board in July.

-North Park LLC/North Park Innovation Group, Inc. has submitted an Application to the Agency for seeking NYS sales tax, mortgage tax and real property tax abatement relating to the construction of an approximately 3,000 - 10,000 square foot addition to the current 12,500 square foot facility that was constructed in 1991 located at 6442 NYS Route 242 E., Ellicottville, NY. The new addition will allow for the needed expansion and growth of the company, which includes retained employment and net new hires as well. *A copy of the cost benefit analysis is included in each Board Member's packet.*

-The Total Project Investment: \$770,000.

2.) – QSKI, LLC

-Mr. Wiktor indicated the next item on the agenda is QSKI, LLC who owns the former green house across from the former Tips Up behind where Mud, Sweat & Gears is along the creek. QSKI, LLC is owned by Scott Croce who is a long time Buffalo developer and recently purchased the site in January and looking to put up a mixed-use facility. The project has been approved by the Village, he has his building permits and did knock down the house and he is looking to get started and is interviewing banks and contractors as we speak. The project would be a typical adaptive reuse project, knocking down an old site that was under-utilized for a number of years, a key site location in the Village of Ellicottville and will have 6-9 parking spots in the back. Mr. Wiktor indicated in the packet you will see the concept that was approved and some of the pictures, the Village approved the negative declaration and building permits. Mr. Driscoll asked if it would be market rate housing and Mr. Wiktor indicated yes, not condominiums. Ms. Schroder stated she does not understand why we would use market rate as 70% of the project is market rate apartments and essentially, he is looking for tax benefits to help him develop private housing that he is going to rent out at market rates in one of the most attractive towns in the County and she finds it very hard to justify on the back of the tax payers that don't get this type of thing for housing that they have developed. Ms. Schroeder further indicated Scott owns property across from her in Buffalo, is a very nice gentleman, is very smart and did a beautiful job with the property and matching the architectural character. Ms. Schroder stated she can see the sales tax exemptions and mortgage tax exemptions, but 70% of the project being market rate housing even though it is adaptive reuse, does not think it is the kind of thing we should be doing, particularly when you are looking at the jobs as he is developing 4-5 minimum wage jobs or less than minimum wage. Mr. Wiktor indicated there are thoughts as whether it will be short term rental or yearly leased based on the need for housing in Ellicottville. Mr. Wiktor stated Scott is doing some market studies to determine what housing is needed in Village and looking for potential dentist on the ground space and is just bringing the project forth for discussion, not looking for any approvals. Mr. Driscoll asked what benefits he was looking for, sales tax, mortgage tax and a PILOT under adaptive reuse and Mr. Wiktor indicated yes and the adaptive reuse PILOT would be 10 years. Mr. Snyder stated it seems that it is trying to make it a tourism destination right on the Main Street of downtown Ellicottville would be a bad choice, but certainly could use a dentist in Town. Mr. Snyder further asked why would you put a dentist on the main drag of a tourist town where they are going to be closed at 5:00 and if it is going to go that way, it's even harder to think that is a good idea as because if it were a

restaurant, shop or retail that goes along with what the character of Ellicottville is and would be a lot easier to get excited about. Mr. Wiktor stated Scott is looking for a lot of different tenants, including a veterinarian or dentist, but the challenge is trying to fill any commercial or retail space so he is looking at all ideas. Mr. Snyder indicated if you want it to be a destination place, you cannot fill up your best space with things that do not support it or the character of it. Mr. Driscoll stated Mr. Wiktor should tell Scott the Board has some further questions to be answered and Mr. Wiktor agreed to discuss the Board's questions and concerns with Scott.

-QSKI LLC has submitted an Application to the Agency for seeking NYS sales tax, mortgage tax and real property tax abatement relating to the construction of an approximately 9,000 square foot mixed use building located at 41 Washington Street in the Village of Ellicottville. The project will have ground floor retail, up to 2 suites, and 5 upper floor units of housing.

-The Total Project Investment: \$2,000,000.

Project Update

1.) – GSPP 4578 Felton Hill Road West and East, LLC

-Enclosed in the Board Packet is a letter from the Town of Machias Supervisor indicating the Machias Town Board made a motion on May 20, 2024 to advise CCIDA *they are in opposition to the tax exemptions* that GSPP is requesting.

-Mr. Wiktor indicated he did not send copies of the Applications on GSPP 4578 Felton Hill Road West and East to the Board as they Applications are very thick and full. The Applications were received in early May, and as per our policy that was adopted in November of 2020, once we receive a copy of the Application, we have to send a letter to the Chief Executive Officer of the Municipality. In this case, we sent the letter to the Town Supervisor stating we received the Applications and per our policy, before we do anything, we need a general letter from the Town or a Resolution, whatever they are comfortable with. Mr. Wiktor indicated he spoke with the Town Supervisor multiple times and they were not supportive and he indicated to let us know their process and we will not do anything until we hear from you them. Mr. Wiktor indicated the Town of Machias did send a letter on May 21, 2024 which is in the board packets stating the Machias Town Board is not in favor to CCIDA offering financial assistance and tax exemptions for these projects so we are notifying the Board so we can get this in our minutes and our record that we have followed through with our policy with the Applications that were submitted. Mr. Wiktor indicated he did reach out to the developer three or four times by call and by email and has not heard anything back so that is where is sits for today and there is no action. Mr. Wiktor indicated they have done 10 solar projects but they have all adhered to the policy with a formal letter of support for the PILOT so that is different than just getting an application in by email with no reach out. Mr. Buffamante asked if the Town approved the project and issued a permit and Mr. Wiktor responded they issued a Building Permit but remember the project is different than the PILOT and the Town approved the project as at that time the developer stated to the Town they were not seeking a PILOT and willing to pay full taxes on the project so the Town said we cannot outright decline it as they are looking at it as a revenue source, if needed, if the project came to fruition. Mr. Higgins asked if the company has done any other project is County and Mr. Wiktor indicated yes, in the Town of Portville.

***CCIDA Financial Report:**

-Approval of May 2024 Financial Reports

A Motion was made by Michael Wimer seconded by Brent Driscoll to accept the May 2024 CCIDA Operating Statement as presented to the Board. All in Favor - Motion Carried. Mr. Cullen was excused.

Income for May 2024 (\$83,378.15):

*- \$ 1,000.00- Edelweiss Dairy LLC - Application Fee
-\$56,250.00-Great Lakes Cheese Payment
-\$26,128.15-Win-Sum Administrative Fee*

***Income for June 2024 (\$22.46):**

-\$22.46-American Power and Gas Rebate

-General update on projects in process; including the Agency has 4 projects in the closing stage which should close in the 2nd quarter of this year.

-Mr. Buffamante addressed the Board Members that Bob Dingman from New York & Lake Erie Railroad has asked to give a brief presentation, around 10 minutes, regarding updates his company is doing. Mr. Wiktor introduced Bob Dingman and Mel Shaw. Mr. Dingman stated he would like to introduce the ladies that are here with him, Karen Strickland and Cindy Lauer. Mr. Dingman indicated they are expanding their seasonal services and are an important part of Gowanda and their mayor is resigning as of tonight as the announcement was made on facebook and no one knew it was coming. Mr. Dingman indicated Gowanda is not the booming center of economic activity that Ellicottville is, on the other hand, they are very much orienting themselves more and more towards tourism. He asked the question of why you would want to go to Gowanda because you can't ski there, you can't swim there, but you can go there for the train rides and the rafting, which is a very brief season. Mr. Dingman stated one of the things you need with tourism is places to stay overnight. Mr. Dingman stated New York & Lake Erie Railroad has been a vender to the IDA since 1978, forty-six years, come this fall, and has not been a very lucrative endeavor for the sole owner of New York & Lake Erie Railroad; however, it's on his bucket list to break even only has about another 20 years to do it. The activities they are involved in at the moment are to increase their capacity and features, some of the equipment which they just invested about \$70,000 in, as the price keeps going up, which will add seating capacity and will add features. Mr. Dingman indicated he would like to pass out their non-high-tech presentation and explained the handouts. Mr. Dingman then introduced Tommy Patterson who is their number one engineer, head of the water, sewer department in Cattaraugus, formerly on the Village Board of Cattaraugus and works 20 hours a week for New York & Lake Erie Railroad and his dad worked them for 30 years. Mr. Patterson stated working along Mr. Dingman, his roll has increased with New York & Lake Erie Railroad over the last 10 years from mechanic to engineer to event planning. Mr. Patterson indicated the Village of Gowanda has been awarded \$4.5 million dollars in the New York Forward Program and they are working towards putting an application together for some of that money which will include some transformative things for the Village and will have ripple effects into the economy and surrounding area. He indicated they are looking to increase their fleet of rain cars that will include the ability to prepare and serve food onboard using local restaurants as caterers. Mr. Patterson indicated another major portion is to implement a caboose motel which would take place near the creekside in Gowanda, in their yard limits and has been proven to be successful in other areas, including Titusville. They would like to work towards 20 units that would be available along with discussions of creating another entity that would be responsible the bookings, sales and management of the motel itself. They are on a fairly short time frame as the applications need to be submitted by July 10, 2024 and the application states applicant must be in ownership or have an ownership interest in the property; therefore, they would like to continue to establish the relationship they have with the IDA to make sure that is possible. Mr. Buffamante thanked them for the presentation.

***Executive Directors Reports:**

Handout: *Performance of Industrial Development Agencies in New York State:* Recently the Comptroller's Office released the metrics and project data for each IDA in NYS. This data relates to the Agency's "performance" in 2022. We will give a brief overview and synopsis of the report and handout.

-Internal (IDA Meetings/Discussions):

- ✓ Attend Olean Business Development Board Meeting.
- ✓ Meeting with company on possible project in Olean.
- ✓ Tour of Great Lakes Cheese Facility with the Epprecht Family.
- ✓ Meeting with Peter Kreinheder on potential project in Ellicottville.
- ✓ Meeting with developer on potential project in Franklinville.
- ✓ Phone discussion with Invenergy. Just gave them an update and reminder of long established and IDA supported protocol.
- ✓ Attend Olean Business Development Corporation call.
- ✓ Meeting with Dave Fenske on potential knife project.
- ✓ Meeting with Lori Northrup on new project in Ellicottville.
- ✓ Presentation at BOCES in Ellicottville.
- ✓ Meeting with consultant from WNY Outdoor Recreation and Tourism Planning Initiative on possible development in Cattaraugus County.
- ✓ Meeting with Diana Cihak and team on possible grants for Village of Cattaraugus.
- ✓ Meeting with Scott Croce on potential Ellicottville project.
- ✓ Meeting with Scott S. regarding potential commercial project in Olean.
- ✓ Meeting with Kevin Kelleher regarding potential project in Ellicottville.
- ✓ Meeting with Kim from Southern Tier West relating to a business loan.
- ✓ Meeting with Turbo Machining on updates to the project.
- ✓ Presentation for Empire State Development in Olean.
- ✓ Presentation for Leadership Cattaraugus in Ellicottville.
- ✓ Meeting with Empire State Development and North Park LLC regarding potential project.

- ✓ Meeting with Bob Fornes of Olean Business Development Corporation.
- ✓ Attend Erie County Industrial Development Agency Roundtable meeting.

-External (Points of Interest relating to the CCIDA):

- ✓ **Olean Times Herald:** Article: "*Olean site of second RocketCup Coffee café opening Saturday*". Congratulations to Tom and his Team!!
- ✓ **Olean Times Herald:** "*Come Home, Stay Home launches video series for campaign*". Also, great video on this newly launched campaign that is on YouTube!
- ✓ **Buffalo News:** "*Another Voice: IDAs are crucial to New York's economic development*". Great support and reality noted by a former ESD Executive.
- ✓ **Press Release:** "*Congressman Nick Langworthy Introduces Bipartisan Legislation to Provide Workforce Training in Rural Communities*". Excellent news on this front! Thank you, Congressman!
- ✓ **Handout:** Upcoming Meetings and Events, Cattaraugus County Road Show. CFA Informational meeting. The IDA was the sponsor of the event held on June 10th from 2-4 PM at OBDC.
- ✓ **Bloomberg LP:** "*Higher for Longer? Rates Could Be Higher Forever*". Interesting take on the current state of interest rates....some good news....some bad.
- ✓ **SBU Education News:** "*Fall '24 freshman confirmations highest in 35 years at St. Bonaventure*". Excellent news for Bona's!
- ✓ **Handout:** *Western New York Economic News* Richard J. Wehle School of Business Canisius College. Some industry highlights on the WNY economy.
- ✓ **Buffalo News:** "*Brookings spotlights region's manufacturing, tech job development*".
- ✓ **City Journal:** Article: "*The Energy Transition Won't Happen*".

Executive Session:

A Motion was made by Brent Driscoll seconded by Michael Wimer to go into Executive Session for Attorney/Client privileges at 12:28 p.m. All in Favor – **Motion Carried**. Mr. Cullen was excused.

A Motion was made by Joseph Higgins seconded by Joe Snyder to exit Executive Session and return to the regular meeting at 1:29 p.m. All in Favor – **Motion Carried**. Mr. Cullen was excused. For the official record, no action was taken in the Executive Session.

A Motion was made by Brent Driscoll seconded by Joesph Higgins to adjourn the meeting at 1:30 p.m. All in Favor – **Motion Carried**. Mr. Cullen was excused.

*** Next CCIDA Board of Directors Meeting: July 16, 2024 at 11:15 a.m.
at the CCIDA Offices, 9 E. Washington Street, Ellicottville, NY, and also via Zoom.**

APPLICATION FOR FINANCIAL ASSISTANCE



Name of Applicant: Alle-Catt Wind Energy LLC

Date Submitted: July 3, 2024

County of Cattaraugus Industrial Development Agency
P. O. Box 1749
9 East Washington Street
Ellicottville, New York 14731
Phone (716) 699-2005
fax (716) 699-2942
e-mail info@cattcoida.com
web www.cattcoida.com

I. Eligibility Questionnaire - Applicant Background Information

Answer all questions. Use "None" or "Not Applicable" where necessary.

A) Applicant Information-company receiving benefit:

Applicant Name: Alle-Catt Wind Energy LLC
Applicant Address: One South Wacker, Suite 1800
City/Town: Chicago State: Illinois Zip: 60606
Phone: 716-913-0770
E-mail: sperry@invenenergy.com

B) Business Organization (check appropriate category):

Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Public Corporation	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company	<input checked="" type="checkbox"/>
Other (specify) <u>N/A</u>			
Year Established: <u>2016</u>		State in which Organization is established: <u>Delaware</u>	

C) Individual Completing Application:

Name: Sean Perry
Title: Associate, Renewable Development
Address: 21 Princeton Place, Suite 230
City/Town: Orchard Park State: New York Zip: 14127
Phone: 716-913-0770 E-Mail: sperry@invenenergy.com

D) Company Contact (if different from individual completing application):

Name: N/A
Title: _____
Address: _____
City/Town: _____ State: _____ Zip: _____
Phone: _____ E-Mail: _____

E) Company Counsel:

Name of Attorney: Brandon Cottrell and Daniel Spitzer
Firm Name: Hodgson Russ LLP
Title: Partners
Address: 140 Pearl Street, Suite 100
City/Town: Buffalo State: New York Zip: 14202
Phone: 585-613-3938 (Brandon) E-Mail: bcottrel@hodgsonruss.com; dspitzer@hodgsonruss.com

F) Benefits Requested (select all that apply):

- | | |
|-------------------------------------|--|
| 1. Exemption from Sales Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 2. Exemption from Mortgage Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 3. Exemption from Real Property Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 4. Tax Exempt Financing * | <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No |

* (typically for not-for-profits & small qualified manufacturers)

G) Applicant Business Description:

Describe in detail company background, history, products and customers. Description is critical in determining eligibility: This application is with respect to a wind power project located in portions of Allegany, Cattaraugus, and Wyoming Counties which is being developed by Invenergy. Invenergy is a leading global privately-held developer and operator of sustainable energy solutions, and has successfully developed nearly 150 projects, including wind, solar and natural gas power generation, as well as advanced energy storage facilities. Additional information can be found at: <https://allecattwind.invenergy.com/>

Estimated % of sales within Cattaraugus County: N/A
Estimated % of sales outside Cattaraugus County but within New York State: N/A
Estimated % of sales outside New York State but within the U.S.: N/A
Estimated % of sales outside the U.S.: N/A
(*Percentage to equal 100%) The Company does not make sales. The project will create wind energy, which will be interconnected to the electrical grid and utilized by consumers in Allegany, Cattaraugus and Wyoming Counties.
For your operations, company, and proposed project, what percentage of your total annual supplies, raw materials and vendor services are purchased from firms in Cattaraugus County TBD %

Identify vendors within Cattaraugus County for major purchases:
Alle-Catt Wind intends to procure locally sourced aggregates and fuel supply from within Cattaraugus and the surrounding area. Our General Contractor has conducted outreach to and will be working with local Unions to provide labor for the project, as well as working with local owner operators to provide trucking services for construction materials.

II. Eligibility Questionnaire - Project Description & Details

A) Project Location

Address of Proposed Project Facility: See Attached Spreadsheet
City/Town: Farmersville, Freedom & Yorkshire School District: Cuba-Rushford; Franklinville; Yorkshire-Pioneer
SBL Number(s) for proposed Project See Attached Spreadsheet
Current Address (if different): N/A
City/Town: N/A

What are the current real estate taxes on the proposed Project site? See Attached Spreadsheet
If amount of current taxes is not available, provide assessed value for each
Land: \$ N/A Buildings(s): \$ N/A *If available include a copy of current tax receipt.*

Are Real Property Taxes current at project location? ☒ Yes or ☐ No. If no, explain: _____

Does the Applicant or any related entity currently hold fee title have an option/contract to purchase the Project site? ☐ Yes or ☒ No If No, indicate name of present owner of the Project site:
See attached. The Project currently leases all property required for the project.

Describe the present use of the proposed Project site (vacant land, existing building, etc.):
Vacant Land / Farm Land

B) Project Description

Provide a narrative of the purpose of the proposed Project (new build, renovations, expansion), square footage of existing buildings (if any) and new construction contemplated and/or equipment purchases. Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility. Add an attachment if necessary.):

When completed, the Project will consist of up to 83 wind turbines with a maximum generating capability of approximately 340 MW. There will be 38 turbines in Cattaraugus County (25 in Freedom (producing 112.5 MW) and 13 in Farmersville (producing 58.5 MW)), as well as associated improvements, including buried electrical cables, pad-mount transformers, access roads, an electrical substation, permanent meteorological towers, microwave tower, IdentiFlight towers, aircraft detection lighting systems (ADLS), and the O & M building

Will the completion of the Project 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 in the abandonment of one or more plants or facilities of the project occupant located within the state? ☐ Yes or ☒ No

If the Proposed Project is located in a different municipality within New York State in which current operations are being undertaken, is it expected that any of the facilities in any other municipality will be closed or be subject to reduced activity? ☐ Yes or ☒ No. If Yes, you will need to complete Section V, *The Inter-municipal Move Determination*

Is the project reasonably necessary to prevent the project occupant from moving out of New York State? ☐ Yes or ☒ No. If yes, explain and identify out-of-state locations investigated, type of assistance offered and what competitive factors led you to inquire about sites outside of New York State? Provide supporting documentation if available:

Have you contacted or been contacted by other Local, State and/or Federal Economic Development Agencies? ☒ Yes or ☐ No. If yes, indicate the Agency and nature of the inquiry below: Because the project is also located in Allegany and Wyoming Counties, the Company is also requesting financial assistance from those IDAs with respect to the portions of the project located in those counties.

Describe the reasons why the Agency's financial assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, etc... Your eligibility determination will be based in part on your answer (attach additional pages if necessary):

Renewable projects like Alle-Catt Wind routinely receive financial assistance from IDAs because a firmly established revenue model is paramount to obtaining the investment and financing required for construction. Large scale renewable energy systems are not financially viable absent financial assistance from IDAs. While there are some tax exemptions that already apply, such as the sales tax exemption on production equipment, absent significant assistance on the remaining sales tax cost, real property taxes, and mortgage recording tax, this project is not financially viable. Assistance has become more important due to significant recent cost increases in project materials

Confirm by checking the box, below, if there is likelihood that the Project would not be undertaken but for the financial assistance provided by the Agency? In other words, by way of example only, you would check the "yes" box if you believe, in the event the Agency was unable to provide financial assistance, that it is likely that you would not undertake the Project. ☒ Yes or ☐ No

If the Project could be undertaken without financial assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

N/A

If the Applicant is unable to obtain financial assistance for the Project, what will be the impact on the Applicant and Cattaraugus County? the project is unlikely to move forward in its currently anticipated form. In addition, the IDA's financial assistance with respect to the PILOT is more beneficial to the host communities than the NYS 575-B tax methodology so not inducing the project will result in less tax payments to them.

C) Site Characteristics

Will the Project meet zoning/land use requirements at the proposed location? ☒ Yes or ☐ No

Describe the present zoning/land use: Agricultural

If a change in zoning/land use is required, provide details/status of any request for change of zoning/land use requirements: N/A

Has a project related site plan approval application been submitted to the appropriate planning department?
☒ Yes or ☐ No

If Yes, include the applicable municipality's and/or planning department's approval resolution, the related State Environmental Quality Review Act ("SEQR") "negative declaration" resolution, if applicable, and the related Environmental Assessment Form (EAF), if applicable.

If No, list the CCIDA as, or ensure that the CCIDA is listed as, an "Involved Agency" on the related EAF that will be submitted to the appropriate municipality and/or planning department for site plan approval and provide to the EAF to the lead agency and to the CCIDA.

If No, because site plan approval is not otherwise required, complete and submit the EAF along with this Application to the CCIDA.

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? ☐ Yes or ☒ No If yes, explain:

Has a Phase I Environmental Assessment been prepared or will one be prepared with respect to the proposed project site? ☒ Yes ☐ No If yes, provide a copy. Copy of Phase I will be provided under separate cover.

D) Project Type

Select Project Type/Use for all end users at project site (you may check more than one)

Acquisition of Existing Facility	<input type="checkbox"/>	Life Care Facility (CCRC)	<input type="checkbox"/>
Affordable/Workforce Housing	<input type="checkbox"/>	Market Rate Housing	<input type="checkbox"/>
Assisted Living	<input type="checkbox"/>	Mixed Use	<input type="checkbox"/>
Back Office	<input type="checkbox"/>	Multi-Tenant	<input type="checkbox"/>
Civic Facility (not for profit)	<input type="checkbox"/>	Renewable Energy	<input checked="" type="checkbox"/>
Commercial	<input type="checkbox"/>	Research/Design	<input type="checkbox"/>
Senior Housing	<input type="checkbox"/>	Retail	<input type="checkbox"/>
Facility for Aging	<input type="checkbox"/>	Warehousing	<input type="checkbox"/>
Industrial/Manufacturing	<input type="checkbox"/>	Other _____	<input type="checkbox"/>
Tourism Facility/Project	<input type="checkbox"/>		

Will customers personally visit the Project site for either of the following economic activities indicated below? If yes with respect to either economic activity indicated below, complete Section IV, Retail Questionnaire.

Retail Sales: ☐ Yes or ☒ No

Services: ☐ Yes or ☒ No

*For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the New York Tax Law (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

For the proposed Project Facility, indicate the square footage for each of the uses outlined below:

**If applicant is paying for FFE for tenants, include in cost breakdown

	Square Footage	Cost	% of Total Cost of Project
Manufacturing/Processing			
Warehouse			
Research & Development			
Commercial			
Retail (see retail questionnaire)			
Office			
Renewable Energy	10,607 acres		100%
Specify Other			

What is the estimated project timetable (provide dates):

1. Start date: acquisition of equipment or construction of facilities: August 2024
2. Estimated completion date of project: December 31, 2026
3. Project occupancy – estimated starting date of occupancy: December 31, 2026

E) Overall Project Costs

Estimated costs in connection with Project:

1. Land and/or Building Acquisition \$ _____
_____ acres _____ square feet
2. New Building Construction _____ square feet \$ 5,100,000
3. New Building Addition(s) _____ square feet \$ _____
4. Infrastructure Work \$ _____
5. Reconstruction/Renovation _____ square feet \$ _____
6. Manufacturing Equipment \$ _____
7. Non-Manufacturing Equipment (furniture, fixtures, etc.) \$ 270,805,733.50 (turbines and related equipment)
8. Soft Costs: (Legal, architect, engineering, etc.) \$ 115,698,346
9. Other, Specify: Utility Interconnection \$ 51,100,489

TOTAL Costs: \$ 618,874,498

Construction Cost Breakdown:

Total Cost of Construction
Cost of materials:
% sourced in Cattaraugus County

See above response regarding intent to source locally. The Project will have approximately \$81,000,000 of taxable costs/services.

Have any of the above costs been paid or incurred as of the date of this application? ☒ Yes or ☐ No

If yes, describe: _____

Sources of Funds for Project:

through a combination of term loans, bridge/construction loans and equity, the Company will have sources of funding to pay the costs of the project, specific amounts for each source are TBD.

Bank Financing	\$
Equity (excluding equity that is attributed to grants/tax credits)	\$
Public Sources (Include sum total of all state and federal grants and tax credits)	\$
Identify each state and federal grant/credit: (i.e. Historic Tax Credit, New Market Tax Credit, Brownfield Cleanup Program, ESD, other public sources)	\$
	\$
	\$
	\$
Total Sources of Funds for Project Costs:	

Have you secured financing for the project? ☐ Yes ☒ No. If yes, provide a copy of the loan commitment to the Agency.

Project refinancing estimated amount, if applicable (for refinancing of existing debt only): \$ N/A

Sales and Use Tax Benefit: Gross amount of costs for goods and services that are subject to State and Local Sales and Use Tax - said amount to benefit from the Agency's sales and use tax exemption benefit: \$ 81,000,000

Estimated State and Local Sales and Use Tax Benefit (multiply 8.0% by the figure, above): \$ 6,480,000

*** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate above represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application, unless otherwise amended and approved by the Agency. The Agency may utilize the estimate above as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.*

Mortgage Recording Tax Exemption Benefit: Amount of mortgage, if any that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent/bridge financing): \$ *\$604,931,664.60

Estimated Mortgage Recording Tax Exemption Benefit (multiply the mortgage amount as indicated above by 1.25 %): \$ \$7,561,645.81

**anticipated, actual amount TBD*

Real Property Tax Benefit:

Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit (487, 485-b, other): No

IDA PILOT Benefit: See Section VI of this Application. Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT.

Proposed:

\$5,000/MW annually with a 1% annual escalator

Y1 Total Payment: \$855,000

Total: \$18,826,248.42

F) Job Retention and Job Creation

Is the project necessary to expand project employment? ☐ Yes or ☒ No

Is project necessary to retain existing employment? ☐ Yes or ☒ No

Employment Plan (Specific to the proposed project location):

The purpose of the project is to generate clean energy in support of NYS law mandating that 70% of the state's electricity come from renewable sources by 2030, and not to retain or create jobs. However, the project will create construction jobs as detailed below, as well as some permanent operations/management positions in Cattaraugus County

	Current # of jobs at proposed project location or to be relocated at project location	If financial assistance is granted – project the number of FT and PT jobs to be retained	If financial assistance is granted – project the number of FT and PT jobs to be created upon 24 months (2 years) after Project completion	Estimate number of residents of the Labor Market Area in which the project is located that will fill the FT and PT jobs to be created upon 24 months (2 years) after project completion **
Full time (FT)	0	0	10	10
Part Time (PT)	0	0	0	0
Total ***	0	0	10	10

** The Labor Market Area includes the Counties of Cattaraugus, Erie, Allegany, Chautauqua and Wyoming. For purposes of this question, estimate the number of FT and PT jobs that will be filled, as indicated in the third column, by residents of the Labor Market Area, in the fourth column.

*** By statute, Agency staff must project the number of FT jobs that would be retained and created if the request for Financial Assistance is granted. Agency staff will project such jobs over the two-year time period following Project completion. Agency staff converts PT jobs into FT jobs by dividing the number of PT jobs by two (2).

Salary and Fringe Benefits for Jobs to be Retained and Created:

N/A - the construction work is not being done by employees of the company, but they will be paid a prevailing wage, but there are some permanent operations/management positions.

Category of jobs to be retained and/or created	# of employees retained and/or created	Average salary for Full Time	Average fringe benefits for full time	Average salary for part time, if applicable	Average fringe benefits for part time, if applicable
Management	1	\$75k - \$120k*	N/A	N/A	N/A
Professional					
Administrative	1	\$60k - \$90k*	N/A	N/A	N/A
Production					
Independent Contractor					
Other / Technicians	10	\$40k - \$70k*	N/A	N/A	N/A

** Note that the Agency may utilize the foregoing employment projections, among other items, to determine the financial assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.

*These figures represent total payroll costs, so salary + benefits.

Payroll Information:

Annual Payroll at proposed project site upon project completion	\$	535,000 - 910,000
Estimated average annual salary of jobs to be retained (full time)	\$	0
Estimated average annual salary of jobs to be retained (part time)	\$	0
Estimated average annual salary of jobs to be created (full time)	\$	\$45,000
Estimated average annual salary of jobs to be created (part time)	\$	0
Estimated salary range of jobs to be created *		
From (full time)	\$	40,000
From (part time)	\$	
To (full time)	\$	120,000
To (part time)	\$	

*Inclusive of fringe benefits

III. Part A: Facility Type - Multi-Tenant Determination

If this is a Single-Use facility fill in section A. If this is a Multi-Tenant fill in section B.

A) For Single Use Facility (to be filled out by developer):

Occupant Name: Alle-Catt Wind Energy LLC
Address: One South Wacker, Suite 1800
City/Town: Chicago State: Illinois Zip: 60606
Contact Person: Sean Perry
Phone: 716-913-0770 Fax: _____
E-Mail: sperry@invenenergy.com
Federal ID #: 32-0495601 NAICS Code: 22115

B) Multi-Tenant Facility (to be filled out by developer):

Have any tenant leases been entered into for this project ☐ Yes or ☒ No.

If yes, list below and provide square footage to be leased to tenant and NAICS Code for tenant and nature of business.

Tenant Name	Current Address (city, state, zip)	# of sq. ft. and % of total to be occupied at new project site	Briefly describe type of business, products services
N/A			

Part B: Tenant Form

**** This section must be completed for each proposed tenant **** **N/A - No Tenants**

A Retail Questionnaire will need to be prepared for each proposed tenant if customers will personally visit the tenant to either participate in a retail sale transaction or pay for a service.

An Inter-Municipal Move Determination will need to be completed for each proposed tenant that is relocating from another municipality or abandoning an existing facility.

Property Address: N/A
City/Town: N/A

Tenant Name: N/A

Amount of space to be leased: N/A SF. What percentage of the building does this represent? _____ %

Are terms of the lease: GROSS ☐ or NET ☐ N/A

If GROSS lease, explain how Agency benefits are passed to the tenant: N/A

Estimated date of occupancy: N/A, 20____

Company Name: N/A

Current Address: N/A

City/Town: N/A State: _____ Zip: _____

Local Contact Person: N/A Title: _____

Phone: N/A E-mail: N/A

Company President/General Manager: N/A

Number of employees to be relocated to new project location: N/A

Full-Time: _____ Part-Time: _____ Total: _____

List the square footage which the proposed tenant will lease at the Project location: N/A SF

List the square footage which the proposed tenant leases at its present location(s): N/A SF

Will the project result in relocation from one municipality to another and/or abandonment from other tenant/user(s) facilities in New York State?

☐ Yes or ☒ No.

If Yes, fill out Inter-Municipal-Move Determination form.

What will happen to the existing facility once vacated? N/A

If leased, when does lease expire? N/A, 20____

Are any of the proposed tenant's current operations located in facilities which have received an Industrial Development Agency benefit? ☐ Yes or ☐ No. If yes, provide details as to location, and amount of leased space, how long leased? N/A

IV. Retail Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services. **N/A - Project does not involve retail sale transactions or purchases of services**

Answer the following:

A. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

☐ Yes or ☒ No. If the answer is yes, continue below. If no, proceed to next section

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? **N/A**%. **If the answer is less than 33% do not complete the remainder of the retail determination and proceed to Inter-Municipal Move Determination.**

If the answer to A is Yes **AND** the answer to Question B is greater than **33.33%**, indicate which of the following questions below apply to the project:

1. Will the project be operated by a not-for-profit corporation ☐ Yes or ☐ No. **N/A**
2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (Cattaraugus, Erie, Allegany, Chautauqua and Wyoming counties) in which the project will be located? ☐ Yes or ☐ No **N/A**
3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? ☐ Yes or ☐ No **N/A**
4. Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? ☐ Yes or ☐ No. **N/A**

If yes, explain **N/A**

5. Is the project located in a Highly Distressed Area? ☐ Yes or ☐ No **N/A**

V. Inter-Municipal Move Determination

If completion of a Project benefiting from Agency Financial Assistance results 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 in the abandonment of one or more plants or facilities of the project occupant located within the state, then it must be shown that Agency Financial Assistance is required to prevent the project occupant from relocating out of the state, or is reasonably necessary to preserve the project occupant's competitive position in its respective industry.

Current Address: N/A - the Project's existing location is it's only location; attached spreadsheet specifies addresses
City/Town: _____ State: _____ Zip: _____

Will the Project 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? ☐ Yes or ☒ No

Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the state? ☐ Yes or ☒ No

If Yes to either question, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required 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: N/A

Does the Project involve relocation or consolidation of a project occupant from another municipality?

Within New York State ☐ Yes or ☒ No
Within Cattaraugus County ☐ Yes or ☒ No

If Yes to either question, explain: N/A

What are some of the key requirements the project occupant is looking for in a new site (for example minimum of number of sq. ft., 12 foot ceilings, truck loading docks, thruway accessibility. etc.)

N/A

If the project occupant is currently located in Cattaraugus County and will be moving to a different municipality within Cattaraugus County, has the project occupant attempted to find a suitable location within the municipality in which it is currently located? ☐ Yes or ☒ No

What factors have led the project occupant to consider remaining or locating in Cattaraugus County? N/A

If the current facility is to be abandoned, what is going to happen to the current facility that the project occupant is located in? N/A

Provide a list of properties considered, and reason they were not adequate. (Some examples include: site not large enough, layout was not appropriate, did not have adequate utility service, etc.)

Property (Address)

Reason

N/A

VI. Estimate of Real Property Tax Abatement Benefits* and Percentage of Project Costs financed from Public Sector sources**

**** This Section of the Application will be: (i) completed by CCIDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.**

PILOT Estimate Table Worksheet

CCIDA Staff will insert and/or prepare appropriate PILOT Benefit information.

Percentage of Project Costs financed from Public Sector Table Worksheet:

Total Project Cost	Estimated Value of PILOT	Estimated Value of Sales Tax Incentive	Estimated Value of Mortgage Tax Incentive	Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)

Calculate % (Est. PILOT + Est. Sales Tax+ Est. Mortgage Tax+ Other)/Total Project Costs: _____%

Attachment A: Representations, Certifications and Indemnification

Michael Baird (name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Vice President (title) of Kite-cat+ Wind Energy, LLC (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. 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.
- B. 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.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York 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, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- D. 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, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05 and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.

- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. **Hold Harmless Provision:** The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and 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: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents 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 the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.
- H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application
- I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency:
- (i) a non-refundable \$1,500.00 application processing and publication fee (the "Application Fee") at time of application submission payable CCIDA;
 - (ii) Unless otherwise agreed to by the Agency, an amount equal to one and one quarter percent (1.0625%) of the total project costs, at the time of issuance of Financial Assistance/closing;
 - (iii) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's

bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.

- J. If the Applicant fails to conclude or consummate the 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 Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.
- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
- N. The Applicant has read and understands the Agency's Policy Respecting Recapture of Agency Benefits (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture or modification of Agency financial assistance so provided and/or previously granted.
- O. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would 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 in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- P. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- Q. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents 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.

STATE OF ~~NEW YORK~~ Illinois)
COUNTY OF ~~CATTARAUGUS~~ Cook) ss.:

Michael Baird, being first duly sworn, deposes and says:

1. That I am the Vice President (Corporate Office) of Alle-catt Wind Energy (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

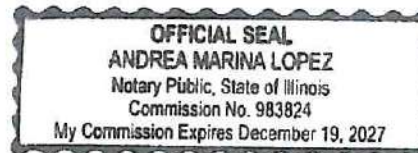
Michael Baird

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 11 day of JUNE, 2024.

Andrea M. Lopez

(Notary Public)



Attachment B: CCIDA Insurance Requirements

COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY (Insurance Specifications as of November 1, 2022)

A summary of CCIDA insurance requirements follows. Please note that insurance is to be provided by the Company and/or Project owner after Board approval and prior to utilization of CCIDA financial assistance, and shall be maintained during the term of any applicable Agent Agreement and/or Lease Agreement by and between the CCIDA and the Company.

During the term of an Agent Agreement and/or a Lease Agreement entered into with the County of Cattaraugus Industrial Development Agency an **ACORD 25-Certificate of Liability Insurance and ACORD 855 NY-New York Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing County of Cattaraugus Industrial Development Agency as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

Acceptable Certificates of Insurance shall indicate the following minimal coverage, limits of insurance, policy numbers and policy effective and expiration dates.

Commercial General Liability: Agent and subcontractors shall provide such coverage on an occurrence basis for the named insured's premises & operations and products-completed operations. Blanket Contractual Liability provided within the "insured contract" definition may not be excluded or restricted in any way. Property damage to work performed by subcontractors may not be excluded or restricted nor shall the Additional Insured's coverage for claims involving injury to employees of the Named Insured or their subcontractors be excluded or restricted. The "insured contract" exception to the Employers Liability exclusion also may not be removed or restricted in any way.

These coverages are to be properly evidenced by checking the appropriate box(es) on the **ACORD 855-NY Construction Certificate of Liability Addendum's** Information Section, Items G, H, I and L. Policy shall have attached **Designated Location(s) General Aggregate Limit CG 25 04** endorsement.

Limits expressed shall be no less than:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payments (per person)	\$ 5,000

County of Cattaraugus Industrial Development Agency shall be named as Additional Insured per **ISO Form CG 20 26-Additional Insured Designated Person or Organization** to provide coverage for the Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy, and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

ACORD 855 NY-New York Construction Certificate of Liability Insurance: It is not uncommon for insurers to modify the standard ISO policy language with endorsements that result in modifications to language preferred by the insurer. This addendum is required to supplement the **ACORD 25-Certificate of Liability Insurance** with additional information that provides a more detailed expression of the types of coverage required. Specifically required coverages may be excluded or limited by the attachment of exclusionary or limitation endorsements. This

addendum provides the insurer the ability to certify coverage provided by the absence of such exclusionary or limiting modifications.

Blanket Additional Insured endorsement to include — Owner, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement — Wording should include any other person or organization you are required to add as an additional insured under the contract or agreement (**Paragraph 2 of CG 20 38 04 13 or equivalent**).

Any scheduled person or organization section of the additional insured endorsement containing wording other than designated names shall not be accepted.

Automobile Liability: Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

County of Cattaraugus Industrial Development Agency shall be included as Additional Insured on a Primary & Non-Contributory basis on the auto policy. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

Umbrella/Excess Liability: Commercial Umbrella or excess liability for a limit of at least \$5,000,000 per occurrence with a \$5,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. County of Cattaraugus Industrial Development Agency shall be named as Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis.

Workers Compensation/Disability Insurance:

- i) The Company and/or Project Owner shall provide evidence of insurance and maintain Workers Compensation/Disability insurance as required by statute. County of Cattaraugus Industrial Development Agency shall be named as the Certificate Holder.
- ii) **Accepted Forms:**

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C-105.2	Commercial Insurer	DB-120.1	Insurers
S1-12	Self-Insurer	DB-155	Self-Insured
GS1-105.2	Group Self-Insured		
U-26.3	New York State Insurance Fund		

If the Company and/or Project owner have no employees, the Company and/or Project owner shall provide a completed and signed Form CE-200 or later revision, which is found on the New York State Workers Compensation Board website: www.wcb.ny.gov/. This form is to be completed on-line, printed, and signed.

CCIDA Address: All evidence of insurance shall be sent to:

County of Cattaraugus Industrial Development Agency
9 East Washington Street
Ellicottville, NY 14731

Attachment C: CCIDA Attorney Fee Schedule

CCIDA Attorney Fees:

Project Amount	Standard Agency Counsel Fee
<=\$499,000	\$5,000
<=\$500,000 - < \$999,999	\$7,500
>\$1M - <\$1,999,999	\$9,000
>\$2M - <\$3,999,999	\$15,000
>\$4M - < \$5,799,000	\$20,000
>\$5,800,00	1/3 of Agency Administrative Fee (currently 1.0625% of the Project Amount)

If a project application is withdrawn or does not close, the applicant is responsible for any costs incurred by the agency on behalf of the project.

Priority	Landowner	APN	Status	Agree
Alternate	AARON SAMPSON	23.004-1-1.1	Participating - Wind Agreement	WNYA
Primary	ALEXANDER A JESSOME	31.001-2-10	Participating - Wind Agreement	WNYA
		23.003-1-		
Primary	Barb George	31.3	Participating - Wind Agreement	WNYA
Primary	Buffalo Crushed Stone, Inc	31.003-2-5.1	Participating - Easement	WNYA
		23.004-1-		
Alternate	CAROL L SAMPSON	24.1	Participating - Wind Agreement	WNYA
Alternate	DAVID J HANEY	23.004-1-21	Participating - Wind Agreement	WNYA
		22.003-2-		
Primary	DAVID MURPHY	13.3	Participating - Wind Agreement	WNYA
Primary	DUSTIN E BLISS	23.003-1-4.1	Participating - Wind Agreement	WNYA
Alternate	EDELWEISS LAND LLC	23.004-1-1.4	Participating - Wind Agreement	WNYA
Alternate	EDELWEISS LAND LLC	23.004-1-4.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-11	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-9.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-7	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-8	Participating - Wind Agreement	WNYA
Primary	Edward Ponter	31.001-2-2	Participating - Wind Agreement	WNYA
Primary	FITZPATRICK & WELLER INC	31.002-1-45	Participating - Wind Agreement	WNYA
Primary	FITZPATRICK & WELLER INC	31.002-1-46	Participating - Wind Agreement	WNYA
Primary	Gary Arcese	22.003-2-14	Participating - Wind Agreement	WNYA
Alternate	HOLMES FAMILY TRUST	32.002-1-1.1	Participating - Wind Agreement	WNYA
Primary	JASON E SCHWAB	22.003-2-8.1	Participating - Wind Agreement	WNYA
Primary	JOSEPH KIC	22.004-1-27	Participating - Wind Agreement	WNYA
		23.004-1-		
Alternate	MARK WEATHERSTON	20.1	Participating - Wind Agreement	WNYA
		31.002-1-		
Primary	MILLARD BROWN	10.1	Participating - Wind Agreement	WNYA
Primary	MILLARD BROWN	31.002-1-8.1	Participating - Wind Agreement	WNYA
		22.004-1-		
Primary	NICHOLAS W SHEEHAN	16.1	Participating - Wind Agreement	WNYA
		22.004-1-		
Primary	NICHOLAS W SHEEHAN	16.4	Participating - Wind Agreement	WNYA
Alternate	Peter Roeske	23.004-1-4.2	Participating - Wind Agreement	WNYA
Primary	RANDY WILLIAMS	22.004-1-6.6	Participating - Wind Agreement	WNYA
Primary	Richard Westfall	31.001-2-8	Participating - Wind Agreement	WNYA
Primary	ROBERT A GUENTHER	22.003-2-12	Participating - Wind Agreement	WNYA
Primary	ROCHESTER & SOUTHERN RR	23.014-1-72	Participating - Other	WNYA
Primary	ROCHESTER & SOUTHERN RR	22.003-2-23	Participating - Transmission Agreement	WNYA
Primary	ROCHESTER & SOUTHERN RR	22.003-2-25	Participating - Transmission Agreement	WNYA
		22.004-1-		
Primary	SCHWAB DAIRY FARM PROPERTY	23.4	Participating - Wind Agreement	WNYA
Primary	SCHWAB DAIRY FARM PROPERTY	31.002-1-3.1	Participating - Wind Agreement	WNYA

Primary	SCHWAB DAIRY FARM PROPERTY	22.004-1-29.1	Participating - Wind Agreement	WNYA
Primary	Terry Green SR	22.003-2-6	Participating - Wind Agreement	WNYA
Primary	TIMOTHY NEAL	31.002-1-44	Participating - Wind Agreement	WNYA
Primary	WRIGHT FARMS INC	31.002-1-12.1	Participating - Wind Agreement	WNYA
Alternate	EDELWEISS LAND LLC	23.004-1-1.4	Participating - Wind Agreement	WNYA
Primary	DANIEL F BOBERG	13.002-1-21.1	Participating - Wind Agreement	WNYA
Primary	GEORGE E ZINK	23.001-1-8.2	Participating - Wind Agreement	WNYA
Primary	GEORGE E ZINK	23.001-1-9.1	Participating - Wind Agreement	WNYA
Primary	NATHAN WHITEHEAD	23.001-1-6	Participating - Wind Agreement	WNYA
Primary	WILLIAM B MOORE	23.001-1-7.1	Participating - Wind Agreement	WNYA
Primary	WILLIAM B MOORE	23.001-1-8.4	Participating - Wind Agreement	WNYA
Primary	KENNETH J ROBLEE	23.001-1-13	Participating - Wind Agreement	WNYA
Primary	CHRISTOPHER JONES	13.002-1-9.6	Participating - Wind Agreement	WNYA
Primary	CHRISTOPHER JONES	5.004-1-28	Participating - Wind Agreement	WNYA
Primary	DOUGLAS PERFETTO	14.002-1-7.5	Participating - Wind Agreement	WNYA
Primary	THOMAS R LYON	14.002-1-2.1	Participating - Wind Agreement	WNYA
Primary	JASON E SCHWAB	22.002-1-26	Participating - Wind Agreement	WNYA
Primary	SCHWAB DAIRY FARM PROPERT	22.002-2-9.1	Participating - Wind Agreement	WNYA
Primary	Schwab Dairy Farm Property	22.002-1-28	Participating - Transmission Agreement	WNYA
Primary	Schwab Dairy Farm Property	22.002-1-29.6	Participating - Transmission Agreement	WNYA
Primary	SCHWAB DAIRY FARM PROPERTY	22.002-2-5.1	Participating - Wind Agreement	WNYA
Primary	PETER B COONEY	14.003-1-7	Participating - Wind Agreement	WNYA
Primary	JONATHAN S LITTLE	14.002-1-3.2	Participating - Wind Agreement	WNYA
Primary	John Borer	23.002-2-6	Participating - Wind Agreement	WNYA
Primary	JOHN M BORER	23.002-2-4	Participating - Wind Agreement	WNYA
Primary	JOHN M BORER	23.002-1-6.4	Participating - Wind Agreement	WNYA
Primary	JOHN BORER	14.004-1-7.2	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.002-1-1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.002-1-10	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.002-3-10.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.004-1-20.2	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	5.004-1-14.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	6.003-3-5	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	6.003-5-17.2	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.002-1-3.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	6.003-3-1.6	Participating - Wind Agreement	WNYA

Primary	EDELWEISS LAND LLC	6.003-3-3.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS FARMS INC	14.004-1-7.1	Participating - Wind Agreement	WNYA
		14.002-2-		
Primary	EDELWEISS FARMS INC	33.5	Participating - Wind Agreement	WNYA
Primary	EDELWEISS FARMS INC	14.002-3-6.2	Participating - Wind Agreement	WNYA
Primary	C J DAIRY FARMS INC	22.002-1-27	Participating - Wind Agreement	WNYA
Primary	BURDETTE R HURLBURT	6.004-1-2.1	Participating - Wind Agreement	WNYA
Primary	Dean Campenella	23.002-2-1	Participating - Wind Agreement	WNYA
Primary	Brett Campenella	23.002-1-14	Participating - Wind Agreement	WNYA
Primary	CHRISTOPHER DRYDEN	14.004-1-9.3	Participating - Wind Agreement	WNYA
Alternate	Jack Finch	23.001-1-11	Participating - Wind Agreement	WNYA
Primary	FAYE-DE LLC	6.004-1-51.1	Participating - Wind Agreement	WNYA
Primary	FAYE-DE LLC	6.004-1-49.2	Participating - Wind Agreement	WNYA
Primary	George and Mary Zink	23.001-1-9.1	Participating - Transmission Agreement	WNYA
Alternate	AARON SAMPSON	23.004-2-14	Participating - Wind Agreement	WNYA
Primary	NATHAN WHITEHEAD	23.001-1-18	Participating - Wind Agreement	WNYA
Primary	JAMES W PFEFFER	13.002-1-7.1	Participating - Wind Agreement	WNYA
Primary	Travis Pfeffer	13.002-1-7.2	Participating - Wind Agreement	WNYA
		13.002-1-		
Primary	ANGELA FENESS	20.1	Participating - Wind Agreement	WNYA
Primary	BOY SCOUTS OF AMERICA	14.004-1-31	Participating - Wind Agreement	WNYA
Primary	DUSTIN E BLISS	22.002-3-6.2	Participating - Wind Agreement	WNYA
		23.001-1-		
Primary	DUSTIN E BLISS	17.5	Participating - Wind Agreement	WNYA
Primary	GUY CLEMENT	23.002-1-1.1	Participating - Wind Agreement	WNYA
Primary	Jack McKuhn	23.002-1-6.1	Participating - Transmission Agreement	WNYA
		23.002-2-		
Primary	Daniel Czelusta	12.1	Participating - Wind Agreement	WNYA
Primary	LAWRENCE DOMINESEY	23.002-1-11	Participating - Wind Agreement	WNYA
Primary	JOHN D URBANSKI	23.001-1-1.3	Participating - Wind Agreement	WNYA
		13.002-1-		
Primary	JASON BURNS	20.5	Participating - Wind Agreement	WNYA
		14.004-1-		
Primary	RICHARD C EVRARD	18.7	Participating - Wind Agreement	WNYA
		14.004-1-		
Primary	LORI ROBERTS	18.11	Participating - Wind Agreement	WNYA
Alternate	KEITH A PHILLIPPI	14.003-1-8.1	Participating - Wind Agreement	WNYA
		5.004-1-		
Primary	ELDON KING	11.14	Participating - Wind Agreement	WNYA
Primary	ELDON KING	5.004-1-10.1	Participating - Wind Agreement	WNYA
		5.004-1-		
Primary	ELDON KING	11.13	Participating - Wind Agreement	WNYA
Primary	ELDON M KING	5.004-1-11.7	Participating - Wind Agreement	WNYA
Primary	ELDON M KING	5.004-1-14.2	Participating - Wind Agreement	WNYA

crystal@cattcoida.com

From: Corey <corey.cattco@gmail.com>
Sent: Friday, June 28, 2024 2:46 PM
To: Crystal Boss
Subject: Fwd: Alle-Catt application

Corey R. Wiktor
Executive Director
County of Cattaraugus IDA
Office: (716) 699-2005
Cell: (716) 491-3988

Begin forwarded message:

From: "Ashley E. Smith" <aesmith@cattco.org>
Date: June 20, 2024 at 9:48:54 AM EDT
To: Corey <corey.cattco@gmail.com>
Cc: Andy Burr <mburr@americanwiretie.com>
Subject: Alle-Catt application

Hi Corey:

Regarding the above referenced matter, the application needs to be processed with the IDA. Please give me a call to have a further discussion.

Thank you.

Ashley

Ashley E. Smith, Esq.
Cattaraugus County Attorney
303 Court Street
Little Valley, New York 14755
716-938-2391
FAX: 716-938-2763
aesmith@cattco.org
www.cattco.org

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crystal@cattcoida.com

From: Corey <corey.cattco@gmail.com>
Sent: Friday, June 28, 2024 2:46 PM
To: Crystal Boss
Subject: Fwd: (EXTERNAL) Alle-Catt Wind - Cattaraugus County IDA Application

Corey R. Wiktor
Executive Director
County of Cattaraugus IDA
Office: (716) 699-2005
Cell: (716) 491-3988

Begin forwarded message:

From: "Diane K. Graham" <dkgraham@cattco.org>
Date: June 20, 2024 at 9:54:16 AM EDT
To: "Cottrell, Brandon R." <bcottrel@hodgsonruss.com>
Cc: Corey <corey.cattco@gmail.com>, "Ashley E. Smith" <aesmith@cattco.org>
Subject: RE: (EXTERNAL) Alle-Catt Wind - Cattaraugus County IDA Application

Mr. Cottrell,

Chairman Burr has reviewed the application and has indicated that you may work directly with the IDA for the application process. Any further inquiries should be directed to Corey or the County Attorney, Ashley Smith.
Thank you.

Diane

From: Cottrell, Brandon R. <bcottrel@hodgsonruss.com>
Sent: Tuesday, June 18, 2024 4:13 PM
To: Diane K. Graham <dkgraham@cattco.org>
Cc: Corey <corey.cattco@gmail.com>
Subject: (EXTERNAL) Alle-Catt Wind - Cattaraugus County IDA Application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Burr: I have been working with Corey at the IDA with respect to the above referenced, and attached application. He mentioned to me that I need to submit this to you for your review because it is a wind project.

As you are reviewing, I wanted to mention a few things –

1. This version is currently unsigned. The person who can sign is travelling today, so I will send an updated, signed application tomorrow or Thursday at the latest.

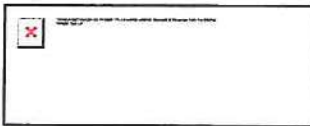
2. The costs of the project and sources are intentionally left blank. The company is working on finalizing both, and there have been changes since it submitted applications for financial assistance in Wyoming and Allegany County. We would like to submit this information confidentially until we have had a chance to communicate with interested stakeholders on the new figures. Can I send you that information under separate cover?
3. I am also waiting on confirmation for the figures for the estimated sales tax exemption, mortgage recording tax exemption and employment information (number of jobs and salary/benefits). I will update and resend the application as soon as I have that information.

Brandon R. Cottrell

Partner

Hodgson Russ LLP

Tel: 585.613.3938



[Twitter](#) | [LinkedIn](#) | [website](#) | [e-mail](#)

90 Linden Oaks, Suite 110 | Rochester, NY 14625

Tel: 585.613.3939 [map](#)

The Guaranty Building | 140 Pearl Street, Suite 100 | Buffalo, NY 14202

Tel: 716.856.4000 [map](#)

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Priority	Landowner	APN	Status	Agreement
Alternate	AARON SAMPSON	23.004-1-1.1	Participating - Wind Agreement	WNYA
Primary	ALEXANDER A JESSOME	31.001-2-10	Participating - Wind Agreement	WNYA
		23.003-1-		
Primary	Barb George	31.3	Participating - Wind Agreement	WNYA
Primary	Buffalo Crushed Stone, Inc	31.003-2-5.1	Participating - Easement	WNYA
		23.004-1-		
Alternate	CAROL L SAMPSON	24.1	Participating - Wind Agreement	WNYA
Alternate	DAVID J HANEY	23.004-1-21	Participating - Wind Agreement	WNYA
		22.003-2-		
Primary	DAVID MURPHY	13.3	Participating - Wind Agreement	WNYA
Primary	DUSTIN E BLISS	23.003-1-4.1	Participating - Wind Agreement	WNYA
Alternate	EDELWEISS LAND LLC	23.004-1-1.4	Participating - Wind Agreement	WNYA
Alternate	EDELWEISS LAND LLC	23.004-1-4.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-11	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-9.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-7	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.004-1-8	Participating - Wind Agreement	WNYA
Primary	Edward Ponter	31.001-2-2	Participating - Wind Agreement	WNYA
Primary	FITZPATRICK & WELLER INC	31.002-1-45	Participating - Wind Agreement	WNYA
Primary	FITZPATRICK & WELLER INC	31.002-1-46	Participating - Wind Agreement	WNYA
Primary	Gary Arcese	22.003-2-14	Participating - Wind Agreement	WNYA
Alternate	HOLMES FAMILY TRUST	32.002-1-1.1	Participating - Wind Agreement	WNYA
Primary	JASON E SCHWAB	22.003-2-8.1	Participating - Wind Agreement	WNYA
Primary	JOSEPH KIC	22.004-1-27	Participating - Wind Agreement	WNYA
		23.004-1-		
Alternate	MARK WEATHERSTON	20.1	Participating - Wind Agreement	WNYA
		31.002-1-		
Primary	MILLARD BROWN	10.1	Participating - Wind Agreement	WNYA
Primary	MILLARD BROWN	31.002-1-8.1	Participating - Wind Agreement	WNYA
		22.004-1-		
Primary	NICHOLAS W SHEEHAN	16.1	Participating - Wind Agreement	WNYA
		22.004-1-		
Primary	NICHOLAS W SHEEHAN	16.4	Participating - Wind Agreement	WNYA
Alternate	Peter Roeske	23.004-1-4.2	Participating - Wind Agreement	WNYA
Primary	RANDY WILLIAMS	22.004-1-6.6	Participating - Wind Agreement	WNYA
Primary	Richard Westfall	31.001-2-8	Participating - Wind Agreement	WNYA
Primary	ROBERT A GUENTHER	22.003-2-12	Participating - Wind Agreement	WNYA
Primary	ROCHESTER & SOUTHERN RR	23.014-1-72	Participating - Other	WNYA
Primary	ROCHESTER & SOUTHERN RR	22.003-2-23	Participating - Transmission Agreement	WNYA
Primary	ROCHESTER & SOUTHERN RR	22.003-2-25	Participating - Transmission Agreement	WNYA
		22.004-1-		
Primary	SCHWAB DAIRY FARM PROPERTY	23.4	Participating - Wind Agreement	WNYA
Primary	SCHWAB DAIRY FARM PROPERTY	31.002-1-3.1	Participating - Wind Agreement	WNYA

Primary	SCHWAB DAIRY FARM PROPERTY	22.004-1-29.1	Participating - Wind Agreement	WNYA
Primary	Terry Green SR	22.003-2-6	Participating - Wind Agreement	WNYA
Primary	TIMOTHY NEAL	31.002-1-44	Participating - Wind Agreement	WNYA
Primary	WRIGHT FARMS INC	31.002-1-12.1	Participating - Wind Agreement	WNYA
Alternate	EDELWEISS LAND LLC	23.004-1-1.4	Participating - Wind Agreement	WNYA
Primary	DANIEL F BOBERG	13.002-1-21.1	Participating - Wind Agreement	WNYA
Primary	GEORGE E ZINK	23.001-1-8.2	Participating - Wind Agreement	WNYA
Primary	GEORGE E ZINK	23.001-1-9.1	Participating - Wind Agreement	WNYA
Primary	NATHAN WHITEHEAD	23.001-1-6	Participating - Wind Agreement	WNYA
Primary	WILLIAM B MOORE	23.001-1-7.1	Participating - Wind Agreement	WNYA
Primary	WILLIAM B MOORE	23.001-1-8.4	Participating - Wind Agreement	WNYA
Primary	KENNETH J ROBLEE	23.001-1-13	Participating - Wind Agreement	WNYA
Primary	CHRISTOPHER JONES	13.002-1-9.6	Participating - Wind Agreement	WNYA
Primary	CHRISTOPHER JONES	5.004-1-28	Participating - Wind Agreement	WNYA
Primary	DOUGLAS PERFETTO	14.002-1-7.5	Participating - Wind Agreement	WNYA
Primary	THOMAS R LYON	14.002-1-2.1	Participating - Wind Agreement	WNYA
Primary	JASON E SCHWAB	22.002-1-26	Participating - Wind Agreement	WNYA
Primary	SCHWAB DAIRY FARM PROPERT	22.002-2-9.1	Participating - Wind Agreement	WNYA
Primary	Schwab Dairy Farm Property	22.002-1-28	Participating - Transmission Agreement	WNYA
Primary	Schwab Dairy Farm Property	22.002-1-29.6	Participating - Transmission Agreement	WNYA
Primary	SCHWAB DAIRY FARM PROPERTY	22.002-2-5.1	Participating - Wind Agreement	WNYA
Primary	PETER B COONEY	14.003-1-7	Participating - Wind Agreement	WNYA
Primary	JONATHAN S LITTLE	14.002-1-3.2	Participating - Wind Agreement	WNYA
Primary	John Borer	23.002-2-6	Participating - Wind Agreement	WNYA
Primary	JOHN M BORER	23.002-2-4	Participating - Wind Agreement	WNYA
Primary	JOHN M BORER	23.002-1-6.4	Participating - Wind Agreement	WNYA
Primary	JOHN BORER	14.004-1-7.2	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.002-1-1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.002-1-10	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.002-3-10.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	14.004-1-20.2	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	5.004-1-14.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	6.003-3-5	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	6.003-5-17.2	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	23.002-1-3.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS LAND LLC	6.003-3-1.6	Participating - Wind Agreement	WNYA

Primary	EDELWEISS LAND LLC	6.003-3-3.1	Participating - Wind Agreement	WNYA
Primary	EDELWEISS FARMS INC	14.004-1-7.1	Participating - Wind Agreement	WNYA
		14.002-2-		
Primary	EDELWEISS FARMS INC	33.5	Participating - Wind Agreement	WNYA
Primary	EDELWEISS FARMS INC	14.002-3-6.2	Participating - Wind Agreement	WNYA
Primary	C J DAIRY FARMS INC	22.002-1-27	Participating - Wind Agreement	WNYA
Primary	BURDETTE R HURLBURT	6.004-1-2.1	Participating - Wind Agreement	WNYA
Primary	Dean Campenella	23.002-2-1	Participating - Wind Agreement	WNYA
Primary	Brett Campenella	23.002-1-14	Participating - Wind Agreement	WNYA
Primary	CHRISTOPHER DRYDEN	14.004-1-9.3	Participating - Wind Agreement	WNYA
Alternate	Jack Finch	23.001-1-11	Participating - Wind Agreement	WNYA
Primary	FAYE-DE LLC	6.004-1-51.1	Participating - Wind Agreement	WNYA
Primary	FAYE-DE LLC	6.004-1-49.2	Participating - Wind Agreement	WNYA
Primary	George and Mary Zink	23.001-1-9.1	Participating - Transmission Agreement	WNYA
Alternate	AARON SAMPSON	23.004-2-14	Participating - Wind Agreement	WNYA
Primary	NATHAN WHITEHEAD	23.001-1-18	Participating - Wind Agreement	WNYA
Primary	JAMES W PFEFFER	13.002-1-7.1	Participating - Wind Agreement	WNYA
Primary	Travis Pfeffer	13.002-1-7.2	Participating - Wind Agreement	WNYA
		13.002-1-		
Primary	ANGELA FENESS	20.1	Participating - Wind Agreement	WNYA
Primary	BOY SCOUTS OF AMERICA	14.004-1-31	Participating - Wind Agreement	WNYA
Primary	DUSTIN E BLISS	22.002-3-6.2	Participating - Wind Agreement	WNYA
		23.001-1-		
Primary	DUSTIN E BLISS	17.5	Participating - Wind Agreement	WNYA
Primary	GUY CLEMENT	23.002-1-1.1	Participating - Wind Agreement	WNYA
Primary	Jack McKuhn	23.002-1-6.1	Participating - Transmission Agreement	WNYA
		23.002-2-		
Primary	Daniel Czelusta	12.1	Participating - Wind Agreement	WNYA
Primary	LAWRENCE DOMINESEY	23.002-1-11	Participating - Wind Agreement	WNYA
Primary	JOHN D URBANSKI	23.001-1-1.3	Participating - Wind Agreement	WNYA
		13.002-1-		
Primary	JASON BURNS	20.5	Participating - Wind Agreement	WNYA
		14.004-1-		
Primary	RICHARD C EVRARD	18.7	Participating - Wind Agreement	WNYA
		14.004-1-		
Primary	LORI ROBERTS	18.11	Participating - Wind Agreement	WNYA
Alternate	KEITH A PHILLIPPI	14.003-1-8.1	Participating - Wind Agreement	WNYA
		5.004-1-		
Primary	ELDON KING	11.14	Participating - Wind Agreement	WNYA
Primary	ELDON KING	5.004-1-10.1	Participating - Wind Agreement	WNYA
		5.004-1-		
Primary	ELDON KING	11.13	Participating - Wind Agreement	WNYA
Primary	ELDON M KING	5.004-1-11.7	Participating - Wind Agreement	WNYA
Primary	ELDON M KING	5.004-1-14.2	Participating - Wind Agreement	WNYA

Alternate	ROBERT STROMECKI	14.004-1-18.2	Participating - Wind Agreement	WNYA
Primary	PAUL S BEDNAREK	13.004-1-5.4	Participating - Other	WNYA
Primary	Norman Derkovitz	23.001-1-19.1	Participating - Wind Agreement	WNYA
Primary	MICHAEL J WILCOX	13.002-1-8.1	Participating - Wind Agreement	WNYA
Primary	MICHAEL J WILCOX	13.002-1-8.2	Participating - Wind Agreement	WNYA
Primary	Wendall Sampson	5.004-1-9.3	Participating - Wind Agreement	WNYA
Primary	RONALD BROWN	6.004-1-44.6	Participating - Wind Agreement	WNYA
Primary	JOHN M BORER	23.002-2-6	Participating - Option	WNYA
Primary	ELDON M KING	5.004-1-15.17	Participating - Wind Agreement	WNYA
Primary	SCHWAB DAIRY FARM LLC	22.002-1-28	Participating - Wind Agreement	WNYA
Primary	Schwab Dairy Farm Property	22.002-2-4	Participating - Transmission Agreement	WNYA
Primary	Schwab Dairy Farm Property	22.002-3-14.1	Participating - Transmission Agreement	WNYA
Primary	Schwab Dairy Farm Property	22.002-2-10.1	Participating - Transmission Agreement	WNYA
Primary	SCHWAB DAIRY FARM PROPERTY LLC	22.002-1-29.6	Participating - Wind Agreement	WNYA
Primary	DIANNE M HALEY	13.002-1-17.1	Participating - Wind Agreement	WNYA
Primary	John Heist	22.002-1-30	Participating - Transmission Agreement	WNYA
Primary	Mary Lyn and John Hewitt	22.002-1-23	Participating - Transmission Agreement	WNYA
Primary	BARBARA M BAIRD	13.002-1-27.1	Participating - Wind Agreement	WNYA
Primary	BARBARA M BAIRD	13.002-1-27.14	Participating - Wind Agreement	WNYA
Primary	BARBARA M BAIRD	13.002-1-27.15	Participating - Wind Agreement	WNYA
Primary	C J DAIRY FARMS INC	22.002-1-24	Participating - Wind Agreement	WNYA
Primary	C J DAIRY FARMS INC	22.002-2-8.1	Participating - Wind Agreement	WNYA
Primary	SUZANNE L BEVILACQUA	23.001-1-7.3	Participating - Other	WNYA
Primary	LORI J PETERS	23.014-1-38	Participating - Other	WNYA
Primary	ROCHESTER & SOUTHERN RR	14.004-1-32	Occupancy License Agreement	WNYA
Primary	ROCHESTER & SOUTHERN RR	23.003-1-32	Participating - Other	WNYA
Primary	Barbara George	22.002-3-6.1	Participating - Wind Agreement	WNYA
Primary	DONALD L HAGGERTY	23.001-1-17.1	Participating - Wind Agreement	WNYA
Primary	Larry Fish	14.002-3-15	Participating - Wind Agreement	WNYA
Alternate	KEITH A PHILLIPPI	14.004-1-1.1	Participating - Wind Agreement	WNYA
Primary	VERA WALLMANN	13.002-1-22.1	Participating - Other	WNYA

Primary	ANTON W GERNSTL	23.002-2-3.4	Participating - Wind Agreement	WNYA
Primary	KEVIN P ROBLEE	23.001-1-10	Participating - Wind Agreement	WNYA
Primary	DANIEL W CLOSE	6.004-1-4.28	Participating - Other	WNYA
		14.004-1-		
Primary	Kris St. John	21.5	Participating - Wind Agreement	WNYA
Primary	LEONARD PALUCH	6.004-1-49.4	Participating - Wind Agreement	WNYA
Primary	Freedom Militia, LLC	6.003-4-41	Participating - Other	WNYA
		12.004-2-		
Primary	Alle-Catt Wind Energy LLC	22.2	Invenergy Owned Property	INVOV
Primary	Alle-Catt Wind Energy LLC	12.004-3-1.1	Invenergy Owned Property	INVOV
		13.003-1-		
Primary	Barbara Perkins	31.3	Participating - Transmission Agreement	WNYA
Primary	Buffalo & Pittsburgh Railroad	13.003-1-38	Occupancy License Agreement	WNYA
		22.001-1-		
Primary	C J Dairy Farms Inc	12.4	Participating - Transmission Agreement	WNYA
Primary	C J Dairy Farms Inc	22.001-1-5	Participating - Transmission Agreement	WNYA
Primary	Charles and Donna Wright	22.001-1-10	Participating - Transmission Agreement	WNYA
		12.002-1-		
Primary	D&H Materials	33.4	Participating - Transmission Agreement	WNYA
Primary	Daniel Hooley	12.004-2-25	Release of Use Restriction	WNYA
Primary	Daniel Hooley	12.004-2-26	Release of Use Restriction	WNYA
Primary	Daniel Hooley	12.004-2-27	Release of Use Restriction	WNYA
Primary	Daniel Hooley	12.004-2-28	Release of Use Restriction	WNYA
		12.004-2-		
Primary	Gene Tingue	22.1	Release of Use Restriction	WNYA
Primary	Gerald Miller	12.004-2-21	Release of Use Restriction	WNYA
Primary	Herbert and Joanne Herman	13.003-1-11	Participating - Transmission Agreement	WNYA
		13.003-1-		
Primary	Herbert and Joanne Herman	36.1	Participating - Transmission Agreement	WNYA
		13.003-1-		
Primary	Herbert and Joanne Herman	36.3	Participating - Transmission Agreement	WNYA
Primary	Howard and Wilma Knabb	13.003-1-24	Participating - Transmission Agreement	WNYA
		13.003-1-		
Primary	John Hoffman	31.1	Participating - Transmission Agreement	WNYA
		12.004-3-		
Primary	Levant Carrick	16.1	Participating - Transmission Agreement	WNYA
Primary	Peter McCarthy	12.004-2-18	Release of Use Restriction	WNYA
Primary	Peter McCarthy	12.004-2-19	Release of Use Restriction	WNYA
Primary	Peter McCarthy	12.004-2-20	Release of Use Restriction	WNYA
		13.003-1-		
Primary	Redland Quarries NY Inc	36.2	Participating - Transmission Agreement	WNYA
		12.004-2-		
Primary	Renee Hager	11.1	Participating - Transmission Agreement	WNYA
Primary	Renee Hager	13.003-1-37	Participating - Transmission Agreement	WNYA
Primary	Schwab Dairy Farm Property LLC	22.001-1-9	Participating - Transmission Agreement	WNYA

Primary	Schwab Land Holdings	22.001-1-11.2	Participating - Transmission Agreement	WNYA
Primary	Steven Girdlestone	12.004-2-29.1	Release of Use Restriction	WNYA

ADDED

Primary v Alt	Landowner	APN	Status
	EDELWEISS LAND LLC	185.-2-2	Participating - Other
	GARY BRAY	194.-1-19	Participating - Wind Agreement
	GARY BRAY	184.-1-25	Participating - Wind Agreement
	CORY ALMETER	185.-1-1.212	Participating - Wind Agreement
	LONGVIEW MINISTRIES	185.-1-1.3	Participating - Other
	PHILIP MEYER	185.-1-17	Participating - Other
	Steven Girdlestone	12.004-2-29.1	Release of Use Restriction
	Peter McCarthy	12.004-2-18	Release of Use Restriction
	Peter McCarthy	12.004-2-19	Release of Use Restriction
	Peter McCarthy	12.004-2-20	Release of Use Restriction
	Gerald Miller	12.004-2-21	Release of Use Restriction
	Gene Tingle	12.004-2-22.1	Release of Use Restriction
	Daniel Hooley	12.004-2-25	Release of Use Restriction
	Daniel Hooley	12.004-2-26	Release of Use Restriction
	Daniel Hooley	12.004-2-27	Release of Use Restriction
	Daniel Hooley	12.004-2-28	Release of Use Restriction
	DARREN L MORGAN	36.-1-20	Participating - Wind Agreement
	Ronald Oswald	50.-1-5.22	Participating - Wind Agreement
	NORA MAY / Thomas Fabiny	62.-1-26	Participating - Wind Agreement
	EDWARD PONTER	31.001-2-2	Participating - Wind Agreement
	GARY ARCESE	22.003-2-14	Participating - Wind Agreement
Primary	State of New York	2.-1-9	Temporary Work Easement
Primary	State of New York	2.-1-10	Temporary Work Easement
Primary	State of New York	2.-1-12	Temporary Work Easement
Primary	Christopher & Julia Mills	24.-1-16.52	Participating - Wind Agreement
Primary	Christopher & Julia Mills	24.-1-16.511	Participating - Wind Agreement
Primary	Brett and Dylan Owens	37.-1-12.2	Participating - Wind Agreement
Primary	LEONARD PALUCH	6.004-1-49.4	Participating - Wind Agreement
Primary	Freedom Militia, LLC	6.003-4-41	Participating - Other

DELETED

Primary v Alt	Landowner	APN	Status
Alternate TRI	Flavel Bucklaew	176.-1-4.11	Participating - Wind Agreement
ALT Route	ROSE WORTHINGTON	49.-1-18.1	Participating - Wind Agreement
ALT Route	MARTIN D GIBOO	37.-1-13.12	Participating - Wind Agreement
ALT Route	NICHOLAS D KWIATEK	49.-1-15	Participating - Wind Agreement
ALT Route	TRACI A KRIST-KOZAK	23.003-1-5.6	Participating - Wind Agreement
ALT Route	JAMES HAMMER	5.004-1-11.1	Participating - Wind Agreement
ALT Route	JUDITH M GROOMES	31.002-1-41	Participating - Wind Agreement
ALT Route	CHARLES V BONDA	49.-1-6.14	Participating - Wind Agreement
Drop	ELDON KING	5.004-1-15.34	Participating - Wind Agreement
ALT Route	GLENN COBB	50.-1-35.5	Participating - Wind Agreement
ALT Route	GLENN COBB	50.-1-35.5	Participating - Wind Agreement
ALT Route	GLENN COBB	50.-1-35.5	Participating - Wind Agreement
ALT Route	WILLIAM C KOZAK	23.003-1-22	Participating - Wind Agreement
ALT Route	WILLIAM KOZAK	23.003-1-5.3	Participating - Wind Agreement
ALT Route	STEPHEN P TULLAR	50.-1-35.8	Participating - Wind Agreement
ALT Route	DOUGLAS PINTO	50.-1-35.4	Participating - Wind Agreement
ALT Route	CHAE BAE KUN	36.-1-13.2	Participating - Wind Agreement
ALT Route	VILLAGE OF ARCADE	6.003-5-6	Participating - Wind Agreement
ALT Route	MALCOLM D VANKOUGHNETT	50.-1-36.24	Participating - Wind Agreement
ALT Route	US BK NATL ASSOCIATIONS 2007-1	49.-1-20.1	Participating - Wind Agreement
ALT Route	LYNN C ARMISON	49.-1-12.2	Participating - Wind Agreement
ALT Route	BRIAN ARMISON	37.-1-14.42	Participating - Wind Agreement
ALT Route	TERESA M FRANCE	50.-1-36.25	Participating - Wind Agreement
Alt Route	BARBARA A WHITE	49.-1-20.2	Participating - Wind Agreement
Drop	ERIC W MEAD	23.003-1-31.1	Participating - Wind Agreement
Drop	DONALD L HAGGERTY	23.003-1-4.2	Participating - Wind Agreement
Drop	DONALD L HAGGERTY	23.003-1-4.2	Participating - Wind Agreement
Dropped	WILLIAM C KOZAK	23.003-1-22	Participating - Wind Agreement
Dropped	WILLIAM KOZAK	23.003-1-5.3	Participating - Wind Agreement
Dropped	DONALD L HAGGERTY	23.003-1-4.2	Participating - Wind Agreement
Dropped	DONALD L HAGGERTY	23.003-1-4.2	Participating - Wind Agreement
Dropped	TRACI A KRIST-KOZAK	23.003-1-5.6	Participating - Wind Agreement
Dropped	ERIC W MEAD	23.003-1-31.1	Participating - Wind Agreement
Dropped	EDELWEISS LAND LLC	23.004-1-10	Participating - Wind Agreement
Dropped	JUDITH M GROOMES	31.002-1-41	Participating - Wind Agreement
Dropped	BRADLEY R VOSBURG	23.-1-10	Participating - Wind Agreement
Dropped	BRIAN ARMISON	37.-1-14.42	Participating - Wind Agreement
Dropped	CHAE BAE KUN	36.-1-13.2	Participating - Wind Agreement
Dropped	CURTIS WOLFER	13.-1-27.3	Participating - Other
Dropped	MARTIN D GIBOO	37.-1-13.12	Participating - Wind Agreement
Dropped	MARVIN KELLOGG	13.-1-2.42	Participating - Wind Agreement
Dropped	JAMES HAMMER	5.004-1-11.1	Participating - Wind Agreement
Dropped	ELDON KING	5.004-1-15.34	Participating - Wind Agreement
Dropped	VILLAGE OF ARCADE	6.003-5-6	Participating - Wind Agreement
Dropped	SCOTT L BROWN	6.003-1-2	Participating - Other

(k) Adaptive Reuse Project: If a project qualifies as an Adaptive Reuse Project, (1) the Initial Period shall be ten years, (2) the Existing Assessment shall be frozen for a ten year period, and (3) the percentage of exemption in each tax year with respect to the New Assessment shall be as set forth in the following table:

Tax Year	Percentage of Exemption
1 through 5	100%
6 through 8	75%
9 through 10	50%
11 and thereafter	0%

(l) Wind Farms. If a project qualifies as a Wind Farm Facility, (1) the Initial Period shall be fifteen years, and (2) the project shall be required to make Guaranteed Pilot Payments equal to (i) \$5,000 per megawatt of installed capacity of the wind turbine generators which comprise a portion of the Wind Farm Facility (the "Wind Turbine Facilities") times (ii) the actual installed capacity of the Wind Turbine Facilities, calculated on the third (3rd) business day prior to the date on which the related payment is due pursuant to the Pilot Agreement; provided, that, the Guaranteed Pilot Payments are to be adjusted for inflation per annum using the lesser of the following: (x) five percent (5%); or (y) Bureau of Labor Statistics Consumer Price Index ("CPI") for the Northeast Region for the prior year (e.g., 2010 CPI to adjust the 2011 Guaranteed Pilot Payment). Each annual Guaranteed Pilot Payment will be payable on January 1 of each year (commencing on January 1 of the year following the year of expected substantial completion of the Wind Farm Facility), subject to a thirty (30) day grace period, and shall upon receipt shall be distributed to the Affected Tax Jurisdictions in accordance with a formula based on the tax rates of the Affected Tax Jurisdictions in effect as of the date of execution of the Pilot Agreement. Following the end of the Initial Period, each annual Pilot Payment to be paid by the project occupant pursuant to the terms of the Pilot Agreement shall be in an amount equal to the amount which would be payable to such Taxing Entity with respect to the Wind Farm Facility if such Wind Farm Facility was owned by the project occupant and not the Agency. The Guaranteed Pilot Payments shall be payable notwithstanding any termination of the term of the related Lease Agreement, and shall be secured by a Pilot Mortgage. The Pilot Mortgage associated with a Wind Farm Facility may also secure amounts due and payable pursuant to any host community agreement related to such Wind Farm Facility.

(m) Commercial Solar Facility. If a project qualifies as a Commercial Solar Facility, and if the Agency receives a letter of support for such project from the city, town or village in which such project is located, (1) the Initial Period shall be twenty-five years, (2) if the Existing Assessment of the underlying parcel and existing improvements does not remain fully taxable on the relevant assessment rolls, the Pilot Agreement shall require that Pilot payments be made with respect to such underlying parcel and existing improvements in an amount equal to 100% of the Normal Tax with respect thereto, and (3) the Commercial Solar Facility shall be required to make Guaranteed Pilot Payments equal to (i) the actual installed capacity of the Solar Panels, calculated on the third (3rd) business day prior to the date on which the related payment is due pursuant to the Pilot Agreement times (ii) the amount per megawatt of installed capacity of the solar panels which comprise a portion of the Commercial Solar Facility (the "Solar Panels") set forth in the following table:

Project Size (in Megawatts)	Amount per Megawatt
0 MW up to but not including 5.0 MW	\$6,000

a solar or wind energy system, farm waste electric generating equipment, and a farm waste energy system), (2) that is installed or to be installed in a residence, a farm or a small business located within the County and (3) that is not a Wind Farm Facility or a Commercial Solar Facility.

“Small Business Equipment Project”- Any project that (1) is to be undertaken by the Agency for the benefit of a Small Business, (2) is intended to extend only a sales tax benefit to such Small Business and (3) is to be comprised of equipment only.

“Tax-Exempt Project” – Any project which qualifies for tax-exempt financing by the Agency under the Internal Revenue Code of 1986, as amended, provided that such project is permitted under the Act.

“Warehousing Project” - Any project which qualifies for financial assistance under the Act as a warehousing project. This term includes distribution facilities and other similar facilities.

“Wind Farm Project” – Any project that is primarily composed of a group of wind turbines and related facilities in the same location intended to be used for the production of electric power to be sold to third parties, including all related equipment determined by the Agency to be necessary or desirable for collecting such electric energy and delivering same to the electric grid, but shall not include the land and improvements that were included on the tax rolls of the Affected Tax Jurisdictions prior to the commencement of the project of which such Wind Farm Facility is a part (see Section 7(D)(1) of the Agency’s Uniform Tax Exemption Policy). As a general rule, (1) the Agency will not hold a public hearing with respect to, or approve, a Wind Farm Project unless the Agency receives letters of support for such project from both the Cattaraugus County Legislature and the Project Municipality (or Project Municipalities), (2) in processing the application for said Wind Farm Project, the Agency will take into consideration the viewpoints expressed to the Agency by municipalities contiguous to the Project Municipality (or Project Municipalities), and (3) the Agency will not approve said Wind Farm Project unless the Agency receives (a) a letter of support for such project from the Project Municipality (or Project Municipalities), and (b) evidence that the project beneficiary has entered into a decommissioning agreement in favor of the Project Municipality (or Project Municipalities), the Landowner and the County, designed to afford the Project Municipality (or Project Municipalities), the Landowner and the County a level of financial protection related to the decommissioning of the project and restoration of the project site, said agreement, at a minimum, to provide as follows:

(i) the project beneficiary is to create a decommissioning fund (the “Wind Decommissioning Fund”), to be held in a third party escrow account with a third party escrow agent acceptable to the Agency (which may be the Treasurer of the County), to guarantee that monies are available to perform the facility decommissioning and restoration of the project site, said Wind Decommissioning Fund to be initially capitalized at the Agency’s current estimate of the full amount of the projected costs of the decommissioning the project and restoring the project site (without offset for salvage value), and increased yearly thereafter by an additional annual deposit at least equal to an additional 2.5% of the previous balance to keep up with inflation and expected decommissioning and site restoration costs (Note - The Agency in February, 2021 then estimated the costs to decommission a 68 turbine 242 MW wind farm project to be \$10,200,000, or approximately \$150,000 per turbine, based on a review of recent decisions by the New York State Board on Electric Generation Siting and the Environment and other sources, the salvage values of recyclable materials not being factored into said costs);

(ii) the Wind Decommissioning Fund shall be funded as follows: (A) with cash furnished by the project owner, with interest credited to the project owner; or (B) if acceptable to the Agency, with one of the following forms of financial security:

(I) Performance Bond –a Performance Bond (w) issued by a surety company in good standing with, and authorized to issue surety bonds by, the New York State Department of Financial Services and having a rating of “A” or better pursuant to the latest rating publication of Surety Companies by A.M. Best Company, (x) in an amount equal to the amount then required to be in the Wind Decommissioning Fund, increasing annually as provided above, (y) for a term of at least three years, and shall provide that such term shall be continuously renewed or extended, so that it remains in effect for the remaining term of the Wind Decommissioning Fund or until the secured decommissioning obligations are satisfied, whichever occurs sooner, and (z) providing that, upon default by the project owner with respect to its decommissioning obligations with respect to the wind farm facility, the surety shall perform such obligations for the benefit of the Project Municipality (or Project Municipalities), the Landowner and the County; or

(II) Letter of Credit –an irrevocable letter of credit (w) issued by a bank whose long-term debt is rated “A” or better by a nationally recognized rating service, (x) in an amount equal to the amount then required to be in the Wind Decommissioning Fund, increasing annually as provided above, (y) for a term of at least one year, and shall provide that shall be continuously renewed, extended, or replaced, so that it remains in effect for the remaining term of the Wind Decommissioning Fund or until the secured decommissioning obligations are satisfied, whichever occurs sooner, and (z) providing that, upon default by the project owner with respect to its decommissioning obligations with respect to the wind farm facility, the Project Municipality (or Project Municipalities), the Landowner or the County, or its designees, shall be authorized under the letter of credit to make one or more sight drawings thereon upon certification to the issuing bank that the then project owner shall have failed to perform its decommissioning obligations when due;

(iii) a plan for decommissioning the project (the “Plan”), which Plan shall include activities related to (W) disconnecting the wind farm facility from the electrical grid, (X) the dismantling and the removal of all wind farm facility components to a depth of four feet below grade (including transformers and other electrical equipment, wiring cables, perimeter fence, and concrete foundations) in accordance with any applicable regulations and manufacturer recommendations, (Y) the restoration of the project site to a state similar to its pre-construction condition based upon best management practices and procedures (and in compliance with the most recent guidance from the New York State Department of Agriculture and Markets, which on April 19, 2018 was a release entitled “Guidelines for Agricultural Mitigation for Wind Power Projects”, revision dated 4/19/2018), and (Z) the management of materials and waste;

(iv) the project to be decommissioned under the following conditions; (W) the project beneficiary decides to retire the wind farm facility; (X) commercial operation of the wind farm facility has not commenced within three years of commencement of construction of the wind farm facility; (Y) the wind farm facility ceases to be operational for more than two years; or (Z) the project is delinquent for a period of two years or more in the payment of real estate taxes or payments in lieu of real estate taxes;

(v) the County shall have access to the project site to effect or complete decommissioning, and shall have access to the Wind Decommissioning Fund for the expressed purpose of completing such decommissioning, if (X) decommissioning is not completed by the project beneficiary, the Landowner, or the Project Municipality (or Project Municipalities) within

six (6) months of the end of project life or facility abandonment, or (Y) for any reason the County is the holder of tax title to the project; and

(vi) if, following decommissioning, there are any funds remaining in the Wind Decommissioning Fund, such funds shall be returned to the project beneficiary or such other person or entity entitled to same.

SECTION 4. PROCEDURES FOR DEVIATION. In a case where the Agency shall determine that special circumstances may exist that may justify a deviation pursuant to Section 3(B) of this Lease Policy, the Agency may determine to deviate from the provisions of this Eligible Projects Policy provided that the Agency adopts a resolution (A) setting forth, with respect to the proposed deviation, the reasons for the proposed deviation and (B) imposing such terms and conditions thereon as the Agency shall deem just and proper.

SECTION 5. ANNUAL REVIEW OF POLICY. At least annually, the Agency shall review this Eligible Projects Policy to determine relevance, compliance with law, effectiveness, and shall adopt any modifications or changes that it shall deem appropriate. The Chief Executive Officer of the Agency shall be responsible for conducting an annual review of this Eligible Projects Policy and for an evaluation of the internal control structure established to ensure compliance with this Eligible Projects Policy, which review shall be submitted to the Agency for consideration by the Agency.

COST BENEFIT CALCULATOR
County of Cattaraugus Industrial Development Agency

July 11, 2024

Project: Alle-Catt Wind Energy LLC

PILOT:

\$5,000 a megawatt

171 installed megawatts x \$5,000 = \$855,000

*YEAR:	INCREASE:	AMOUNT:
Year 1	Base	\$855,000.00
Year 2	5%	\$897,750.00
Year 3	5%	\$942,637.50
Year 4	5%	\$989,769.37
Year 5	5%	\$1,039,257.84
Year 6	5%	\$1,091,220.73
Year 7	5%	\$1,145,781.77
Year 8	5%	\$1,203,070.86
Year 9	5%	\$1,263,224.40
Year 10	5%	\$1,326,385.62
Year 11	5%	\$1,392,704.90
Year 12	5%	\$1,462,340.14
Year 13	5%	\$1,535,457.15
Year 14	5%	\$1,612,230.00
Year 15	5%	\$1,692,841.50

*See Uniform Tax Exemption Policy for complete breakdown and review of the yearly increases.

Mortgage:

Mortgage Amount: \$604,931,664.60

Mortgage Tax Benefit: \$ 7,561,645.81

Sales Tax:

Gross Costs: \$81,000,000.00

Sales Tax Benefit: \$ 6,480,00.00

APPLICATION FOR FINANCIAL ASSISTANCE



Name of Applicant: Olean Town Centre LLC

Date Submitted: _____

County of Cattaraugus Industrial Development Agency
P. O. Box 1749
9 East Washington Street
Ellicottville, New York 14731
Phone (716) 699-2005
fax (716) 699-2942
e-mail info@cattcoida.com
web www.cattcoida.com

I. Eligibility Questionnaire - Applicant Background Information

Answer all questions. Use "None" or "Not Applicable" where necessary.

A) Applicant Information-company receiving benefit:

Applicant Name: Olean Town Centre LLC
Applicant Address: 550 Latona Road, Suite 501, Building E
City/Town: Rochester State: NY Zip: 14626
Phone: 585-225-0140
E-mail: autoange@aol.com executiveassistant22@gmail.com

B) Business Organization (check appropriate category):

Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Public Corporation	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company	<input checked="" type="checkbox"/>
Other (specify) <u>N/A</u>			
Year Established: <u>2020</u>		State in which Organization is established: <u>NY</u>	

C) Individual Completing Application:

Name: Angelo Ingrassia
Title: Manager
Address: 550 Latona Road, Suite 501, Building E
City/Town: Rochester State: NY Zip: 14626
Phone: 585-350-8590 E-Mail: autoange@aol.com

D) Company Contact (if different from individual completing application):

Name: N/A
Title: _____
Address: _____
City/Town: _____ State: _____ Zip: _____
Phone: _____ E-Mail: _____

E) Company Counsel:

Name of Attorney: Brandon Cottrell
Firm Name: Hodgson Russ LLP
Title: Partner
Address: 90 Linden Oaks, Suite 110
City/Town: Rochester State: NY Zip: 14625
Phone: 585-613-3938 E-Mail: bcottrel@hodgsonruss.com

F) Benefits Requested (select all that apply):

- | | |
|-------------------------------------|--|
| 1. Exemption from Sales Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 2. Exemption from Mortgage Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 3. Exemption from Real Property Tax | <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No |
| 4. Tax Exempt Financing * | <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No |

* (typically for not-for-profits & small qualified manufacturers)

G) Applicant Business Description:

Describe in detail company background, history, products and customers. Description is critical in determining eligibility: Angelo Ingrassia is a Rochester, NY based real estate developer. Mr. Ingrassia has a track record of reviving troubled buildings/developments like the Olean Center Mall, including the Skyview on the Ridge project located in Rochester, NY. The Project will involve a mix of retail and other commercial uses.

Additional information can be found in the enclosed letter and at <https://angelo-ingrassia.com/>

Estimated % of sales within Cattaraugus County: 100%

Estimated % of sales outside Cattaraugus County but within New York State: 0%

Estimated % of sales outside New York State but within the U.S.: 0%

Estimated % of sales outside the U.S.: 0%

(*Percentage to equal 100%)

For your operations, company, and proposed project, what percentage of your total annual supplies, raw materials and vendor services are purchased from firms in Cattaraugus County TBD %

Identify vendors within Cattaraugus County for major purchases: TBD - construction of the project is still in the planning phase so vendors have not been identified or finalized. To the extent vendors are located within Cattaraugus County and are able to provide the necessary supplies, materials and labor, the Company is committed to using reasonable efforts to contract with such vendors.

II. Eligibility Questionnaire - Project Description & Details

A) Project Location

Address of Proposed Project Facility: 400 - 459 North Union Street

City/Town: Olean School District: Olean City Schools

SBL Number(s) for proposed Project 94.057-3-13; 94.057-3-13./2; 94.057-3-13./3; and 94.057-3-13./4

Current Address (if different): N/A

City/Town: N/A

What are the current real estate taxes on the proposed Project site? \$25,789.25

If amount of current taxes is not available, provide assessed value for each see enclosed letter for assessed value per lot.

Land: \$ N/A Buildings(s): \$ N/A *If available include a copy of current tax receipt.*

Are Real Property Taxes current at project location? ☒ Yes or ☐ No. If no, explain: _____

Does the Applicant or any related entity currently hold fee title have an option/contract to purchase the Project site? ☒ Yes or ☐ No If No, indicate name of present owner of the Project site: _____

Describe the present use of the proposed Project site (vacant land, existing building, etc.):

The Project site is the current Olean Center Mall, which is a retail/mall building with parking and related improvements.

B) Project Description

Provide a narrative of the purpose of the proposed Project (new build, renovations, expansion), square footage of existing buildings (if any) and new construction contemplated and/or equipment purchases. Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility. Add an attachment if necessary.):

Please see enclosed letter with proposed project descriptions for each lot.

Will the completion of the Project 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 in the abandonment of one or more plants or facilities of the project occupant located within the state? ☐ Yes or ☒ No

If the Proposed Project is located in a different municipality within New York State in which current operations are being undertaken, is it expected that any of the facilities in any other municipality will be closed or be subject to reduced activity? ☐ Yes or ☒ No If Yes, you will need to complete Section V, *The Inter-municipal Move Determination*

Is the project reasonably necessary to prevent the project occupant from moving out of New York State? ☐ Yes or ☒ No. If yes, explain and identify out-of-state locations investigated, type of assistance offered and what competitive factors led you to inquire about sites outside of New York State? Provide supporting documentation if available:

Have you contacted or been contacted by other Local, State and/or Federal Economic Development Agencies? ☒ Yes or ☐ No. If yes, indicate the Agency and nature of the inquiry below:
Empire State Development - \$2,000,000 grant
Restore NY - \$1,250,000 grant

Describe the reasons why the Agency's financial assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, etc... Your eligibility determination will be based in part on your answer (attach additional pages if necessary):
But for the financial assistance, there is a funding gap in the capital stack for the Project. In other words, if the Project was not exempt from sales tax and mortgage recording tax, and could not pay an abated amount of real property taxes, the Project would not be financially viable.

Confirm by checking the box, below, if there is likelihood that the Project would not be undertaken but for the financial assistance provided by the Agency? In other words, by way of example only, you would check the "yes" box if you believe, in the event the Agency was unable to provide financial assistance, that it is likely that you would not undertake the Project. ☒ Yes or ☐ No

If the Project could be undertaken without financial assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:
N/A - this Project cannot be undertaken without the Agency's financial assistance.

If the Applicant is unable to obtain financial assistance for the Project, what will be the impact on the Applicant and Cattaraugus County? The Project will not be undertaken.

C) Site Characteristics

Will the Project meet zoning/land use requirements at the proposed location? ☒ Yes or ☐ No

Describe the present zoning/land use: Commerical

If a change in zoning/land use is required, provide details/status of any request for change of zoning/land use requirements: N/A

Has a project related site plan approval application been submitted to the appropriate planning department?
☐ Yes or ☒ No

If Yes, include the applicable municipality's and/or planning department's approval resolution, the related State Environmental Quality Review Act ("SEQR") "negative declaration" resolution, if applicable, and the related Environmental Assessment Form (EAF), if applicable.

If No, list the CCIDA as, or ensure that the CCIDA is listed as, an "Involved Agency" on the related EAF that will be submitted to the appropriate municipality and/or planning department for site plan approval and provide to the EAF to the lead agency and to the CCIDA.

If No, because site plan approval is not otherwise required, complete and submit the EAF along with this Application to the CCIDA.

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? ☐ Yes or ☒ No If yes, explain:

Has a Phase I Environmental Assessment been prepared or will one be prepared with respect to the proposed project site? ☒ Yes or ☐ No If yes, provide a copy.

D) Project Type

Select Project Type/Use for all end users at project site (you may check more than one)

Acquisition of Existing Facility	<input type="checkbox"/>	Life Care Facility (CCRC)	<input type="checkbox"/>
Affordable/Workforce Housing	<input type="checkbox"/>	Market Rate Housing	<input type="checkbox"/>
Assisted Living	<input type="checkbox"/>	Mixed Use	<input type="checkbox"/>
Back Office	<input type="checkbox"/>	Multi-Tenant	<input type="checkbox"/>
Civic Facility (not for profit)	<input type="checkbox"/>	Renewable Energy	<input type="checkbox"/>
Commercial	<input type="checkbox"/>	Research/Design	<input type="checkbox"/>
Senior Housing	<input type="checkbox"/>	Retail	<input type="checkbox"/>
Facility for Aging	<input type="checkbox"/>	Warehousing	<input type="checkbox"/>
Industrial/Manufacturing	<input type="checkbox"/>	Other <u>See attached letter</u>	<input checked="" type="checkbox"/>
Tourism Facility/Project	<input type="checkbox"/>		

Will customers personally visit the Project site for either of the following economic activities indicated below? If yes with respect to either economic activity indicated below, complete Section IV, Retail Questionnaire.

Retail Sales: ☒ Yes or ☐ No

Services: ☒ Yes or ☐ No see attached letter regarding retail sales and services

*For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the New York Tax Law (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

For the proposed Project Facility, indicate the square footage for each of the uses outlined below:

**If applicant is paying for FFE for tenants, include in cost breakdown *see attached letter*

	Square Footage	Cost	% of Total Cost of Project
Manufacturing/Processing			
Warehouse			
Research & Development			
Commercial			
Retail (see retail questionnaire)			
Office			
Renewable Energy			
Specify Other			

What is the estimated project timetable (provide dates):

1. Start date: acquisition of equipment or construction of facilities: TBD
2. Estimated completion date of project: within 5 years of Agency inducing the Project
3. Project occupancy – estimated starting date of occupancy: within 5 years of Agency inducing the Project

E) Overall Project Costs

Estimated costs in connection with Project: *see attached letter for additional details*

1. Land and/or Building Acquisition \$ _____
_____ acres _____ square feet
2. New Building Construction _____ square feet \$ 16,500,000
3. New Building Addition(s) _____ square feet \$ _____
4. Infrastructure Work \$ _____
5. Reconstruction/Renovation _____ square feet \$ 21,201,750
6. Manufacturing Equipment \$ _____
7. Non-Manufacturing Equipment (furniture, fixtures, etc.) \$ 900,000
8. Soft Costs: (Legal, architect, engineering, etc.) \$ 690,000
9. Other, Specify: Demolition \$ 937,565

TOTAL Costs: \$ 40,229,315*

**all costs are approximates*

Construction Cost Breakdown:

Total Cost of Construction \$ 37,701,750 (sum of 2,3,4 and 5 above)
 Cost of materials: \$ 19,394,505
 % sourced in Cattaraugus County TBD % *The Company will use reasonable efforts to source as much of the materials in Cattaraugus County as possible.*

Have any of the above costs been paid or incurred as of the date of this application? ☒ Yes or ☐ No

If yes, describe: approximately \$50,000 in soft costs

Sources of Funds for Project:

Bank Financing	\$ 35,039,315	
Equity (excluding equity that is attributed to grants/tax credits)	\$ 1,940,000	
Public Sources (Include sum total of all state and federal grants and tax credits)	\$	
Identify each state and federal grant/credit: (i.e. Historic Tax Credit, New Market Tax Credit, Brownfield Cleanup Program, ESD, other public sources)	\$ 3,250,000	
	\$	
	\$	
	\$	
Total Sources of Funds for Project Costs:	\$ 40,229,315*	*sources and amounts are approximate

Have you secured financing for the project? ☐ Yes ☒ No. If yes, provide a copy of the loan commitment to the Agency.

Project refinancing estimated amount, if applicable (for refinancing of existing debt only): \$ N/A

Sales and Use Tax Benefit: Gross amount of costs for goods and services that are subject to State and Local Sales and Use Tax - said amount to benefit from the Agency's sales and use tax exemption benefit: \$ 19,394,505

Estimated State and Local Sales and Use Tax Benefit (multiply 8.0% by the figure, above): \$ 1,551,560

*** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate above represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application, unless otherwise amended and approved by the Agency. The Agency may utilize the estimate above as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.*

Mortgage Recording Tax Exemption Benefit: Amount of mortgage, if any that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent/bridge financing): \$ 35,039,315

Estimated Mortgage Recording Tax Exemption Benefit (multiply the mortgage amount as indicated above by 1.25 %): \$ 437,991

Real Property Tax Benefit:

Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit (487, 485-b, other): N/A

IDA PILOT Benefit: See Section VI of this Application. Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT.

F) Job Retention and Job CreationIs the project necessary to expand project employment? ☒ Yes or ☐ NoIs project necessary to retain existing employment? ☒ Yes or ☐ No**Employment Plan (Specific to the proposed project location):** see attached letter

	Current # of jobs at proposed project location or to be relocated at project location	If financial assistance is granted – project the number of FT and PT jobs to be retained	If financial assistance is granted – project the number of FT and PT jobs to be created upon 24 months (2 years) after Project completion	Estimate number of residents of the Labor Market Area in which the project is located that will fill the FT and PT jobs to be created upon 24 months (2 years) after project completion **
Full time (FT)			1	1
Part Time (PT)				
Total ***	40	TBD	1	1

** The Labor Market Area includes the Counties of Cattaraugus, Erie, Allegany, Chautauqua and Wyoming. For purposes of this question, estimate the number of FT and PT jobs that will be filled, as indicated in the third column, by residents of the Labor Market Area, in the fourth column.

*** By statute, Agency staff must project the number of FT jobs that would be retained and created if the request for Financial Assistance is granted. Agency staff will project such jobs over the two-year time period following Project completion. Agency staff converts PT jobs into FT jobs by dividing the number of PT jobs by two (2).

Salary and Fringe Benefits for Jobs to be Retained and Created: see attached letter

Category of jobs to be retained and/or created	# of employees retained and/or created	Average salary for Full Time	Average fringe benefits for full time	Average salary for part time, if applicable	Average fringe benefits for part time, if applicable
Management					
Professional					
Administrative					
Production					
Independent Contractor					
Other	1	\$38,000	0	N/A	N/A

** Note that the Agency may utilize the foregoing employment projections, among other items, to determine the financial assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.

Payroll Information:

Annual Payroll at proposed project site upon project completion
Estimated average annual salary of jobs to be retained (full time)
Estimated average annual salary of jobs to be retained (part time)
Estimated average annual salary of jobs to be created (full time)
Estimated average annual salary of jobs to be created (part time)
Estimated salary range of jobs to be created

From (full time) \$ _____
From (part time) \$ _____

To (full time) \$ _____
To (part time) \$ _____

\$
\$
\$
\$
\$
TBD

III. Part A: Facility Type - Multi-Tenant Determination

If this is a Single-Use facility fill in section A. If this is a Multi-Tenant fill in section B.

A) For Single Use Facility (to be filled out by developer):

Occupant Name: N/A
 Address: _____
 City/Town: _____ State: _____ Zip: _____
 Contact Person: _____
 Phone: _____ Fax: _____
 E-Mail: _____
 Federal ID #: _____ NAICS Code: _____

B) Multi-Tenant Facility (to be filled out by developer):

Have any tenant leases been entered into for this project ☒ Yes or ☐ No.

If yes, list below and provide square footage to be leased to tenant and NAICS Code for tenant and nature of business.

Tenant Name	Current Address (city, state, zip)	# of sq. ft. and % of total to be occupied at new project site	Briefly describe type of business, products services
Kohl's	400 N Union St, Olean, NY 14760	55,819; % TBD	Retail
JC Penny	400 N Union St, Olean, NY 14760	84,829; % TBD	Retail
KeyBank	450 N Union St, Olean, NY 14760	5,000; % TBD	Banking
Kay Jewelers	400 N Union St, Olean, NY 14760	2,000; % TBD	Retail
Renna's Pizza	400 N Union St, Olean, NY 14760	1,500; % TBD	Restaurant
Cyberstation	400 N Union St, Olean, NY 14760	3,933; % TBD	Retail

Storm Athletics	400 N Union St, Olean, NY 14760	3,226; % TBD	Retail
Gift World	400 N Union St, Olean, NY 14760	3,978; % TBD	Retail
Spirit Halloween (seasonal)	400 N Union St, Olean, NY 14760	73,714; %TBD	Retail Retail
Cell Place (Kiosk)	400 N Union St, Olean, NY 14760	N/A	Retail

*Vacancies as noted on attached rent roll.

Olean Town Centre Rent Roll		
Tenant	Square Footage	Base Annual
Kohl's	55,819	\$55,836.00
J.C. Penney	84,829	\$212,072.52
KeyBank National Association	5,000	\$66,000.00
Kay Jewelers	2,000	\$60,000.00
Renna's Pizza	1,500	\$37,200.00
Cyberstation	3,933	N/A
Storm Athletics	3,226	\$15,000.00
Gift World	3,978	\$6,000.00
Spirit Halloween	73,714	\$80,000.00
Cell Place (kiosk) Vacant	0	
Vacancy (former Bath & Body)	2,200	
Vacancy	3,155	
Vacancy	1,745	
Vacancy	5,733	
Vacancy	2,833	
Vacancy	9,066	
Vacancy	15,934	
Vacancy	4,542	
Vacancy	3,400	
Vacancy	11,713	

Vacancy	1,280	
Vacancy	2,100	
Vacancy	900	
Vacancy	1,040	
Vacancy	1,600	
Vacancy	750	
Vacancy	750	
Vacancy	1,612	
Vacancy	4,200	
Vacancy	1,000	
Vacancy	8,923	
318,475		

Part B: Tenant Form

see attached letter; there are
currently no proposed
tenants for the project

**** This section must be completed for each proposed tenant ****

A Retail Questionnaire will need to be prepared for each proposed tenant if customers will personally visit the tenant to either participate in a retail sale transaction or pay for a service.

An Inter-Municipal Move Determination will need to be completed for each proposed tenant that is relocating from another municipality or abandoning an existing facility.

Property Address: TBD
City/Town: _____

Tenant Name: TBD

Amount of space to be leased: _____ SF. What percentage of the building does this represent? _____ %

Are terms of the lease: GROSS ☐ or NET ☐

If GROSS lease, explain how Agency benefits are passed to the tenant: _____

Estimated date of occupancy: TBD, 20____

Company Name: TBD

Current Address: _____

City/Town: _____ State: _____ Zip: _____

Local Contact Person: _____ Title: _____

Phone: _____ E-mail: _____

Company President/General Manager: _____

Number of employees to be relocated to new project location:

Full-Time: _____ Part-Time: _____ Total: _____

List the square footage which the proposed tenant will lease at the Project location: _____ SF

List the square footage which the proposed tenant leases at its present location(s): _____ SF

Will the project result in relocation from one municipality to another and/or abandonment from other tenant/user(s) facilities in New York State? TBD

☐ Yes or ☐ No.

If Yes, fill out Inter-Municipal-Move Determination form.

What will happen to the existing facility once vacated? _____

If leased, when does lease expire? TBD, 20____

Are any of the proposed tenant's current operations located in facilities which have received an Industrial Development Agency benefit? ☐ Yes or ☐ No. If yes, provide details as to location, and amount of leased space, how long leased? _____

IV. Retail Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

Answer the following:

see attached letter for additional information

A. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

☒ Yes or ☐ No. If the answer is yes, continue below. If no, proceed to next section

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? TBD%. If the answer is less than 33% do not complete the remainder of the retail determination and proceed to Inter-Municipal Move Determination.

If the answer to A is Yes AND the answer to Question B is greater than 33.33%, indicate which of the following questions below apply to the project:

1. Will the project be operated by a not-for-profit corporation ☐ Yes or ☐ No. TBD

2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (Cattaraugus, Erie, Allegany, Chautauqua and Wyoming counties) in which the project will be located? ☒ Yes or ☐ No

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? ☒ Yes or ☐ No

4. Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? ☒ Yes or ☐ No.

If yes, explain Currently, there are limited employment opportunities at the Olean Mall; after completion of the project, which will introduce new uses of the Olean Mall, there will be an increased number of permanent jobs in the County.

5. Is the project located in a Highly Distressed Area? ☒ Yes or ☐ No

V. Inter-Municipal Move Determination

If completion of a Project benefiting from Agency Financial Assistance results 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 in the abandonment of one or more plants or facilities of the project occupant located within the state, then it must be shown that Agency Financial Assistance is required to prevent the project occupant from relocating out of the state, or is reasonably necessary to preserve the project occupant's competitive position in its respective industry.

Current Address: 400 N Union St, Olean, NY 14760
City/Town: _____ State: _____ Zip: _____

Will the Project 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? ☐ Yes or ☒ No

Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the state? ☐ Yes or ☒ No

If Yes to either question, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required 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: _____
N/A

Does the Project involve relocation or consolidation of a project occupant from another municipality?

Within New York State ☐ Yes or ☒ No
Within Cattaraugus County ☐ Yes or ☒ No

If Yes to either question, explain: _____

What are some of the key requirements the project occupant is looking for in a new site (for example minimum of number of sq. ft., 12 foot ceilings, truck loading docks, thruway accessibility. etc.)
N/A

If the project occupant is currently located in Cattaraugus County and will be moving to a different municipality within Cattaraugus County, has the project occupant attempted to find a suitable location within the municipality in which it is currently located? ☐ Yes or ☒ No

What factors have led the project occupant to consider remaining or locating in Cattaraugus County? _____
N/A

If the current facility is to be abandoned, what is going to happen to the current facility that the project occupant is located in? _____
N/A

Provide a list of properties considered, and reason they were not adequate. (Some examples include: site not large enough, layout was not appropriate, did not have adequate utility service, etc.)

Property (Address)	Reason
N/A	

VI. Estimate of Real Property Tax Abatement Benefits* and Percentage of Project Costs financed from Public Sector sources**

**** This Section of the Application will be: (i) completed by CCIDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.**

PILOT Estimate Table Worksheet

CCIDA Staff will insert and/or prepare appropriate PILOT Benefit information.

Percentage of Project Costs financed from Public Sector Table Worksheet:

Total Project Cost	Estimated Value of PILOT	Estimated Value of Sales Tax Incentive	Estimated Value of Mortgage Tax Incentive	Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)

Calculate % (Est. PILOT + Est. Sales Tax+ Est. Mortgage Tax+ Other)/Total Project Costs: _____%

Attachment A: Representations, Certifications and Indemnification

Angelo Ingrassia _____ (name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Manager (title) of Olean Town Centre LLC (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. 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.
- B. 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.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York 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, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- D. 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, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05 and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.

- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. Hold Harmless Provision: The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and 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: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents 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 the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.
- H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application
- I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency:
- (i) a non-refundable \$1,500.00 application processing and publication fee (the "Application Fee") at time of application submission payable CCIDA;
 - (ii) Unless otherwise agreed to by the Agency, an amount equal to one and one quarter percent (1.0625%) of the total project costs, at the time of issuance of Financial Assistance/closing;
 - (iii) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's

bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.

- J. If the Applicant fails to conclude or consummate the 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 Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.
- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.
- N. The Applicant has read and understands the Agency's Policy Respecting Recapture of Agency Benefits (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture or modification of Agency financial assistance so provided and/or previously granted.
- O. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

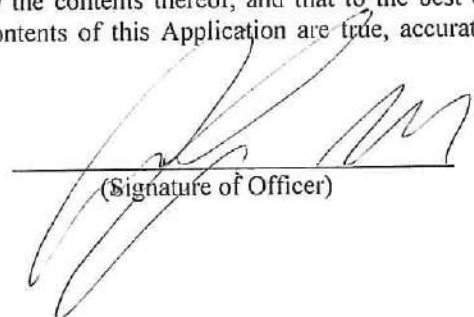
§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- P. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- Q. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents 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.

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

Angelo Ingrassia, being first duly sworn, deposes and says:

1. That I am the manager (Corporate Office) of Olean Town Centre LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 9th day of July, 2024



(Notary Public)

CARLY MARIE TREMITI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TR0012157
Qualified in Monroe County
Commission Expires 08/17/2027

Attachment B: CCIDA Insurance Requirements

COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY (Insurance Specifications as of November 1, 2022)

A summary of CCIDA insurance requirements follows. Please note that insurance is to be provided by the Company and/or Project owner after Board approval and prior to utilization of CCIDA financial assistance, and shall be maintained during the term of any applicable Agent Agreement and/or Lease Agreement by and between the CCIDA and the Company.

During the term of an Agent Agreement and/or a Lease Agreement entered into with the County of Cattaraugus Industrial Development Agency an **ACORD 25-Certificate of Liability Insurance and ACORD 855 NY-New York Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing County of Cattaraugus Industrial Development Agency as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

Acceptable Certificates of Insurance shall indicate the following minimal coverage, limits of insurance, policy numbers and policy effective and expiration dates.

Commercial General Liability: Agent and subcontractors shall provide such coverage on an occurrence basis for the named insured's premises & operations and products-completed operations. Blanket Contractual Liability provided within the "insured contract" definition may not be excluded or restricted in any way. Property damage to work performed by subcontractors may not be excluded or restricted nor shall the Additional Insured's coverage for claims involving injury to employees of the Named Insured or their subcontractors be excluded or restricted. The "insured contract" exception to the Employers Liability exclusion also may not be removed or restricted in any way.

These coverages are to be properly evidenced by checking the appropriate box(es) on the **ACORD 855-NY Construction Certificate of Liability Addendum's** Information Section, Items G, H, I and L. Policy shall have attached **Designated Location(s) General Aggregate Limit CG 25 04** endorsement.

Limits expressed shall be no less than:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payments (per person)	\$ 5,000

County of Cattaraugus Industrial Development Agency shall be named as Additional Insured per **ISO Form CG 20 26-Additional Insured Designated Person or Organization** to provide coverage for the Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy, and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

ACORD 855 NY-New York Construction Certificate of Liability Insurance: It is not uncommon for insurers to modify the standard ISO policy language with endorsements that result in modifications to language preferred by the insurer. This addendum is required to supplement the **ACORD 25-Certificate of Liability Insurance** with additional information that provides a more detailed expression of the types of coverage required. Specifically required coverages may be excluded or limited by the attachment of exclusionary or limitation endorsements. This

addendum provides the insurer the ability to certify coverage provided by the absence of such exclusionary or limiting modifications.

Blanket Additional Insured endorsement to include — Owner, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement — Wording should include any other person or organization you are required to add as an additional insured under the contract or agreement (**Paragraph 2 of CG 20 38 04 13 or equivalent**).

Any scheduled person or organization section of the additional insured endorsement containing wording other than designated names shall not be accepted.

Automobile Liability: Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

County of Cattaraugus Industrial Development Agency shall be included as Additional Insured on a Primary & Non-Contributory basis on the auto policy. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

Umbrella/Excess Liability: Commercial Umbrella or excess liability for a limit of at least \$5,000,000 per occurrence with a \$5,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. County of Cattaraugus Industrial Development Agency shall be named as Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis.

Workers Compensation/Disability Insurance:

i) The Company and/or Project Owner shall provide evidence of insurance and maintain Workers Compensation/Disability insurance as required by statute. County of Cattaraugus Industrial Development Agency shall be named as the Certificate Holder.

ii) **Accepted Forms:**

Workers Compensation Forms			DBL (Disability Benefits Law) Forms	
CE-200	Exemption		CE-200	Exemption
C-105.2	Commercial Insurer		DB-120.1	Insurers
S1-12	Self-Insurer		DB-155	Self-Insured
GS1-105.2	Group Self-Insured			
U-26.3	New York State Insurance Fund			

If the Company and/or Project owner have no employees, the Company and/or Project owner shall provide a completed and signed Form CE-200 or later revision, which is found on the New York State Workers Compensation Board website: www.wcb.ny.gov/. This form is to be completed on-line, printed, and signed.

CCIDA Address: All evidence of insurance shall be sent to:

County of Cattaraugus Industrial Development Agency
9 East Washington Street
Ellicottville, NY 14731

Attachment C: CCIDA Attorney Fee Schedule

CCIDA Attorney Fees:

Project Amount	Standard Agency Counsel Fee
<=\$499,000	\$5,000
<=\$500,000 - < \$999,999	\$7,500
>\$1M - <\$1,999,999	\$9,000
>\$2M - <\$3,999,999	\$15,000
>\$4M - < \$5,799,000	\$20,000
>\$5,800,00	1/3 of Agency Administrative Fee (currently 1.0625% of the Project Amount)

If a project application is withdrawn or does not close, the applicant is responsible for any costs incurred by the agency on behalf of the project.

Brandon R. Cottrell
Partner
Hodgson Russ LLP
Tel: 585.613.3938



July 11th, 2024

VIA EMAIL

County of Cattaraugus Industrial Development Agency
P.O. Box 1749, 9 East Washington Street
Ellicottville, New York 14731
Attention: Corey R. Wiktor, Executive Director
corey.cattco@gmail.com

RE: Olean Town Centre LLC – Application for Financial Assistance

Dear Mr. Wiktor:

We represent Olean Town Centre LLC (the “Company”). Prior to our representation of the Company, the Company submitted to the County of Cattaraugus Industrial Development Agency (the “Agency”) an Application for Financial Assistance (the “Application”).

During the Agency’s review of the Application, and related discussions with respect to structuring a “straight lease” transaction, you have asked for the Company to provide supplemental information with respect to the Application, particularly with respect to a description of the project and the payment-in-lieu-of-taxes (“PILOT”) structure. Please allow for this letter to serve as the Applicant’s response to your request for supplemental information.

As previously discussed, to facilitate the overall development of the Olean Mall (the “Overall Project”), the Company will subdivide the Overall Project into six (6) separate tax parcels (each a “Lot”) as shown on the enclosed overall development plan. By creating separate Lots the Company has positioned itself to pursue development opportunities on a Lot-by-Lot basis, which will enable the Company to maximize the potential of each Lot over the next five (5) years.

For reference, the chart below summarizes the acreage and assessed value for each Lot:

Lot Number	Acreage	Assessed Value
1	1.1	\$85,000
2	0.9	\$30,000
3	1.1	\$35,000
4	3.1	\$50,000
5	16.4	\$230,000
6	2.9	\$20,000

Project Descriptions

At a high-level, the following are proposed descriptions for each of the projects to be undertaken on each of the Lots. We note that although each proposed Lot project is broadly described, any project to be pursued by the Company will be a “project” as defined in Section 854 of the General Municipal Law (*i.e.* manufacturing, warehousing, research, commercial, renewable energy, industrial purposes, retail, apartments or recreational facility).

- Lot 1: the construction and equipping of an approximately 3,000 square foot single-use building, together with related site improvements and other, ancillary facilities and improvements, including landscaping and parking. The estimated cost of the proposed project on Lot 1 is approximately \$2,830,000, broken down as follows: (i) \$2,500,00 in building construction; (ii) \$30,000 in soft costs; and (iii) \$300,000 in non-manufacturing equipment.
- Lot 2: the construction and equipping of an approximately 3,000 square foot single-use building, together with related site improvements and other, ancillary facilities and improvements, including landscaping and parking. The estimated cost of the proposed project on Lot 2 is approximately \$2,830,000, broken down as follows: (i) \$2,500,00 in building construction; (ii) \$30,000 in soft costs; and (iii) \$300,000 in non-manufacturing equipment.
- Lot 3: the construction and equipping of an approximately 3,000 square foot single-use building, together with related site improvements and other, ancillary facilities and improvements, including landscaping and parking. The estimated cost of the proposed project on Lot 3 is approximately \$2,830,000, broken down as follows: (i) \$2,500,00 in building construction; (ii) \$30,000 in soft costs; and (iii) \$300,000 in non-manufacturing equipment.
- Lot 4: (i) the partial demolition of the former Bon-Ton anchor building (estimated cost of \$595,000); (ii) the interior renovation of approximately 20,500 square feet of the former Bon-Ton anchor building (estimated cost of \$5,000,000) for one or more “projects”; (iii) roof replacement (estimated cost of \$344,500); (iv) new HVAC (estimated cost of \$100,000); (v) paving and striping of the parking lots (estimated cost of \$100,000); (vi) landscaping, reorientation of existing driveways and installation of new entrance pylon sign (estimated cost of \$275,000); and (vii) engineering and architectural services related to the foregoing (estimated cost of \$100,000). The total estimated project costs for Lot 4 would be approximately \$6,514,500.
- Lot 5: a multi-phased project involving (a) (i) the demolition of former tenant spaces (estimated cost of \$342,565); (ii) the replacement of interior “common area” ceilings (estimated cost of \$126,000); (iii) façade restoration (estimated cost of \$200,000); (iv) roof replacement (estimated cost of \$1,100,000); and (v) engineering and architectural services related to the foregoing (estimated cost of \$100,000) and (b) (i) the interior renovation of common areas and new tenant buildouts (estimated cost of \$11,156,250); (ii) the equipping of common areas and new tenant spaces (estimated cost of \$2,000,000); and (iii) soft costs

related to the foregoing (estimated cost of \$400,000). The total estimated project costs for Lot 5 would be approximately \$16,224,815.

- Lot 6: the construction and equipping of an approximately 35,000 square foot building (podium style construction), together with related site improvements and other, ancillary facilities and improvements, including landscaping and parking. The estimated cost of the proposed project on Lot 6 is approximately \$9,000,000.

Job Creation / Retention

The company commits to creating one (1) FTE job for the overall project - said job will be created either by the company, Umbrella Property Management LLC, Ciminelli or such other entity as the company may choose as property manager of the overall project.

Retail Trade Facility

One or more of the projects may involve a facility that (a) constitutes more than one-third of the project cost on such Lot and (b) is "primarily used in making retail sales to customers who personally visit such facilities" (as such phrase is used in Section 862(2)(a) of the General Municipal Law). Accordingly, for each Lot we would request that the Agency determine that (x) the predominant purpose of any retail trade facility located on such Lot would be to make available goods or services which would not, but for the project on such Lot, be reasonably accessible to the residents of Olean, New York because of a lack of reasonably accessible retail trade facilities offering such goods or services; and (y) each Lot is located in a "highly distressed area".

PILOT Structure

The proposed PILOT structure is a deviation from the Agency's Uniform Tax Exemption Policy because we are requesting a Brownfield Redevelopment Project style PILOT, despite the Overall Project qualifying as an Adaptive Reuse Project.

In addition, we are requesting that although all six (6) Lots be subject to a "master PILOT", we are requesting that each Lot have its own fourteen (14) year PILOT, the term of which will commence on the earlier of (a) the date on which the Company elects to commence the PILOT as to such Lot and (b) the date which is five (5) years after the closing of the straight lease transaction.

By way of example only, if the closing occurs on October 1, 2024, then all Lots would commence their respective PILOT (*i.e.* the Lot would be subject to a real property tax abatement) no later than October 1, 2029. Between October 1, 2024 and October 1, 2029, as to any one or more Lots, the Company could commence its PILOT (and until it commences the PILOT, the Company will pay full taxes) – so, for example, on October 1, 2026 the Company could commence the PILOT term for Lots 1 and 2, but continue to pay full taxes (*i.e.* no real property tax abatement) for Lots 3, 4, 5 and 6, and then on October 1, 2028, the Company could commence the PILOT terms for Lots 3, 4, 5 and 6. In that scenario, for Lots 1 and 2 the PILOT would apply from 2026 through 2040 (14 years) and for Lots 3, 4, 5 and 6 the PILOT would apply from 2028 through 2042 (14 years).

Although the PILOT would not take effect at the closing of the straight lease transaction, the Company would require that sales tax exemptions and mortgage recording tax exemptions for all six (6) Lots be made available at closing.

Transfer of PILOT

As previously discussed, Mr. Ingrassia's preference is to own all six (6) Lots for the duration of the PILOT term *as described in this letter under PILOT STRUCTURE*. However, there are certain end users (*i.e.* potential tenants) that may require that it acquire a Lot, as opposed to leasing a Lot from the Company. We would request that if the Company uses commercially reasonable efforts to structure an "end user transaction" as a lease, but ultimately sells a Lot to an end user to effectuate a potential project on a Lot that the Agency will agree not to unreasonably condition, withhold or delay its consent to any transfer of PILOT benefits to such user.

As part of the Company's agreement to use commercially reasonable efforts to structure end user transactions as leases, the Company agrees that it will provide the Agency with market data (to the extent available) demonstrating that the end user has historically acquired (and not leased) property to be used by it for its operations.

Should you have any further questions regarding the Application or the information set forth herein, or require additional information, please do not hesitate to contact me.

Very Truly Yours,



Brandon Cottrell

Enc.

cc: Angelo Ingrassia (autoange@aol.com)
Robert Murray (bmurray@harrisbeach.com)

MRB Cost Benefit Calculator

Cattaraugus County Industrial Development Agency

Date July 9, 2024
 Project Title Olean Town Centre
 Project Location 400-450 N. Union Street, Olean NY

Construction Phase - Project Assumptions

Project Costs
 Enter total project costs: \$40,229,315
Local Construction Spending*
 % of locally sourced materials and labor: 80%
 In-region construction spending: \$32,183,452

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$32,183,452
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
<i>Most projects will only have one line related to construction type.</i>		100%	\$32,183,452

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

[NAICS Lookup](#)

Year 1 - Enter NAICS

NAICS	Count	Per Job Annual Earnings	Total Earnings
0 455110	0	\$0	\$0
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
Total	0		\$0

Year 2

NAICS	Count	Per Job Annual Earnings	Total Earnings
0 455110	1	\$38,000	\$38,000
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
Total	1		\$38,000

Year 3+ (Full Employment)

NAICS	Count	Per Job Annual Earnings	Total Earnings
0 455110	1	\$38,000	\$38,000
0			\$0
0			\$0
0			\$0
0			\$0
0			\$0
Total	1		\$38,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value
Sales Tax Exemption		\$1,551,560
Local Sales Tax Rate	4.00%	\$775,780
State Sales Tax Rate	4.00%	\$775,780
Mortgage Recording Tax Exemption		\$437,991
Local	0.75%	\$262,795
State	0.50%	\$175,196
Total Costs		\$6,552,163

PILOT Term (Years) 15
 Escalation Factor 2%
 Discount Factor 2%

Property Tax Exemption

[illegible]

Other Benefits to Public and Private Individuals - If Applicable

[illegible]

Notes

14 year Brownfield PILOT Schedule
Estimated assessed value of \$6,800,000

Does the IDA believe the project can be accomplished in a timely fashion?

Yes

Cattaraugus County Industrial Development Agency
MRB Cost Benefit Calculator



Date July 9, 2024
Project Title Olean Town Centre
Project Location 400-450 N. Union Street, Olean NY

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
\$40,229,315

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	148	54	202
Earnings	\$11,789,837	\$2,445,084	\$14,234,921
Local Spend	\$32,183,452	\$8,894,957	\$41,078,409

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	1	0	1
Earnings	\$595,853	\$0	\$595,853

Figure 1

Net Benefits

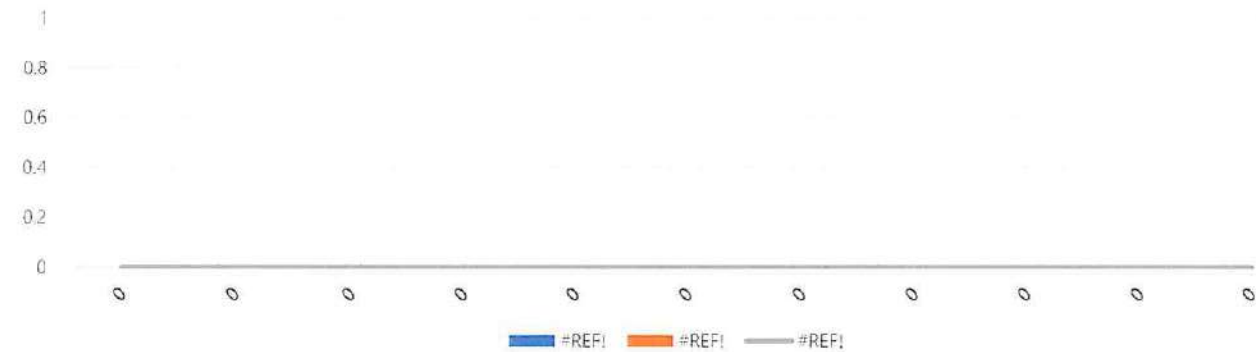


Figure 2

Figure 3

Total Jobs

Total Earnings



Fiscal Impacts

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$4,562,612	\$3,994,787
Sales Tax Exemption	\$1,551,560	\$1,551,560
Local Sales Tax Exemption	\$775,780	\$775,780
State Sales Tax Exemption	\$775,780	\$775,780
Mortgage Recording Tax Exemption	\$437,991	\$437,991
Local Mortgage Recording Tax Exemption	\$262,795	\$262,795
State Mortgage Recording Tax Exemption	\$175,196	\$175,196
Total Costs	\$6,552,163	\$5,984,338

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$16,244,076	\$15,838,808
To Private Individuals	<u>\$14,830,774</u>	<u>\$14,736,953</u>
Temporary Payroll	\$14,234,921	\$14,234,921
Ongoing Payroll	\$595,853	\$502,032
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$1,413,302</u>	<u>\$1,101,855</u>
Increase in Property Tax Revenue	\$1,309,486	\$998,696
Temporary Jobs - Sales Tax Revenue	\$99,644	\$99,644
Ongoing Jobs - Sales Tax Revenue	\$4,171	\$3,514
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$771,200	\$766,322
To the Public	<u>\$771,200</u>	<u>\$766,322</u>
Temporary Income Tax Revenue	\$640,571	\$640,571
Ongoing Income Tax Revenue	\$26,813	\$22,591
Temporary Jobs - Sales Tax Revenue	\$99,644	\$99,644
Ongoing Jobs - Sales Tax Revenue	\$4,171	\$3,514
Total Benefits to State & Region	\$17,015,276	\$16,605,129

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$15,838,808	\$5,033,361	3:1
State	\$766,322	\$950,976	1:1
Grand Total	\$16,605,129	\$5,984,338	3:1

*Discounted at 2%

Additional Comments from IDA

14 year Brownfield PILOT Schedule
Estimated assessed value of \$6,800,000

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

Cattaraugus County Industrial Development Agency

MRB Cost Benefit Calculator

Date July 9, 2024
Project Title Olean Town Centre
Project Location 400-450 N. Union Street, Olean NY

PUBLIC HEARING SCRIPT

**Northpark Ellicottville LLC / North Park
Innovation Group, Inc. and/or
Individual(s) or Affiliate(s),
Subsidiary(ies), or Entity(ies) formed or
to be formed on its behalf Project**

Public Hearing to be held on July 3, 2024 at 12:30 p.m.
at the Agency's offices, 9 East Washington Street, Ellicottville, New York

ATTENDANCE:

Lori Northrup

Bill Northrup

☐ Members of the General Public

X 1. WELCOME: Call to Order and Identity of Hearing Officer.

Hearing Officer: Welcome. This public hearing is now open; it is 12:30 p.m. My name is Corey R. Wiktor. I am the Executive Director of the County of Cattaraugus Industrial Development Agency, and I have been designated by the Agency to be the hearing officer to conduct this public hearing. This public hearing is being live-streamed and made accessible on the Agency's website at www.cattcoida.com.

X 2. PURPOSE: Purpose of the Hearing.

Hearing Officer: We are here to hold the public hearing on the Northpark Ellicottville LLC / North Park Innovation Group, Inc. and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf. This public hearing is being recorded and will be transcribed for the Board Members of the Agency for their review and comments before they take any further action. We have a sign in sheet for anyone who would like to participate in this public hearing either by presenting oral comments or we would be happy to take written statements. Notice of this hearing appeared in Olean Times Herald on Friday, June 21, 2024.

X 3. PROJECT SUMMARY: Description of Project and Contemplated Agency Benefits.

Hearing Officer: The proposed project (the "Project") consists of: (i) the acquisition by the Agency of a leasehold interest in certain property located at 6442 NYS Route 242 East in the Town of Ellicottville, Cattaraugus County, New York and all other lands in the Town of Ellicottville where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"), (ii) the construction of

an additional 3,000+/- to 10,000+/- sq. ft. expansion to the Company's existing 12,500+/- sq. ft. of an existing manufacturing building (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Project Facility").

The proposed financial assistance contemplated by the Agency includes New York State and local sales and use tax exemption benefits, mortgage recording tax exemption benefits, and real property tax abatement benefits (in compliance with Agency's uniform tax exemption policy).

X 4. FORMAT OF HEARING: Review rules and manner in which the hearing will proceed.

Hearing Officer: All those who have joined this conference call will be given an opportunity to make statements and/or comments on the Project if they so desire.

Minutes of the Public Hearing will be transcribed and posted on the Agency's website (www.cattcoida.com). Additional information can be obtained from, and written comments may be addressed to: Corey R. Wiktor, Executive Director, County of Cattaraugus Industrial Development Agency, 9 East Washington Street, P.O. Box 1749, Ellicottville, New York 14731; Telephone: 716-699-2005 and electronically at corey@cattcoida.com or Info@cattcoida.com.

☐ 5. PUBLIC COMMENT: Hearing Officer gives the Public an opportunity to speak.

Hearing Officer: Those interested in making a statement or comment will be called upon. Please begin by stating your name and address; if you are representing a company, please identify the company. I request that speakers keep statements and/or comments to 5 minutes, and if possible, 3 minutes.

The Hearing Moderator introduces each participant in the order they registered for this meeting.

[Insert transcription of public comments here.]

-OR-

X Hearing Officer: Note that no one in attendance wished to make a statement or comment.

X 6. ADJOURNMENT:

As there were no further statements and/or comments, the Hearing Officer closed the public hearing at 12:45 p.m.

SIGN IN SHEET FOR PUBLIC HEARING

Public Hearing to be held on July 3, 2024 at 12:30 p.m.
in the Agency's offices, 9 East Washington Street, Ellicottville, New York

Northpark Ellicottville LLC / North Park Innovation Group, Inc. and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf

Project Location: 6442 NYS Route 242 East, Ellicottville, New York 14731

[illegible]

MRB Cost Benefit Calculator

Cattaraugus County Industrial Development Agency

Date June 5, 2024
 Project Title Northpark Ellicottville LLC
 Project Location Ellicottville NY

Construction Phase - Project Assumptions

Project Costs
 Enter total project costs: \$770,000
 Local Construction Spending* 75%
 % of locally sourced materials and labor \$577,500
 In-region construction spending

Construction Economic Impacts

Industry	NAICS	% of Total Investment	Investment by Type
Industrial Building Construction	236210	100%	\$577,500
[Not Applicable]	0		\$0
[Not Applicable]	0		\$0
<i>Most projects will only have one line related to construction type.</i>		100%	\$577,500

Operation Phase - Project Assumptions

Jobs and Earnings from Operations

[NAICS Lookup](#)

Year 1 - Enter NAICS	NAICS	Count	Per Job Annual Earnings	Total Earnings
Apprenticeship Training	611513	36	\$42,000	\$1,512,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		36		\$1,512,000

Year 2	NAICS	Count	Per Job Annual Earnings	Total Earnings
Apprenticeship Training	611513	38	\$42,000	\$1,596,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		38		\$1,596,000

Year 3+ (Full Employment)	NAICS	Count	Per Job Annual Earnings	Total Earnings
Apprenticeship Training	611513	38	\$42,000	\$1,596,000
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
0	0			\$0
Total		38		\$1,596,000

Fiscal Impact Assumptions

Estimated Costs of Incentives

	%	Value
Sales Tax Exemption		\$45,000
Local Sales Tax Rate	4.00%	\$22,500
State Sales Tax Rate	4.00%	\$22,500
Mortgage Recording Tax Exemption		\$5,625
Local	0.75%	\$3,375
State	0.50%	\$2,250
Total Costs		\$117,079

PILOT Term (Years)	<u>15</u>
Escalation Factor	<u>2%</u>
Discount Factor	<u>2%</u>

Property Tax Exemption

[illegible]

Other Benefits to Public and Private Individuals - If Applicable

[illegible]

Notes

15 year manufacturing PILOT schedule
Municipal Revenue is Ellicottville Fire District Taxes
value estimated at \$750,000

Other
New assessed

Does the IDA believe the project can be accomplished in a timely fashion?

Yes

Cattaraugus County Industrial Development Agency

MRB Cost Benefit Calculator

Date June 5, 2024
Project Title Northpark Ellicottville LLC
Project Location Ellicottville NY

Cattaraugus County Industrial Development Agency
MRB Cost Benefit Calculator

Date June 5, 2024
Project Title Northpark Ellicottville LLC
Project Location Ellicottville NY



Economic Impacts

Summary of Economic Impacts over the Life of the PILOT
Project Total Investment
\$770,000

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	3	1	4
Earnings	\$211,557	\$43,875	\$255,431
Local Spend	\$577,500	\$159,611	\$737,111

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	38	2	40
Earnings	\$26,537,809	\$4,128,022	\$30,665,832

Figure 1

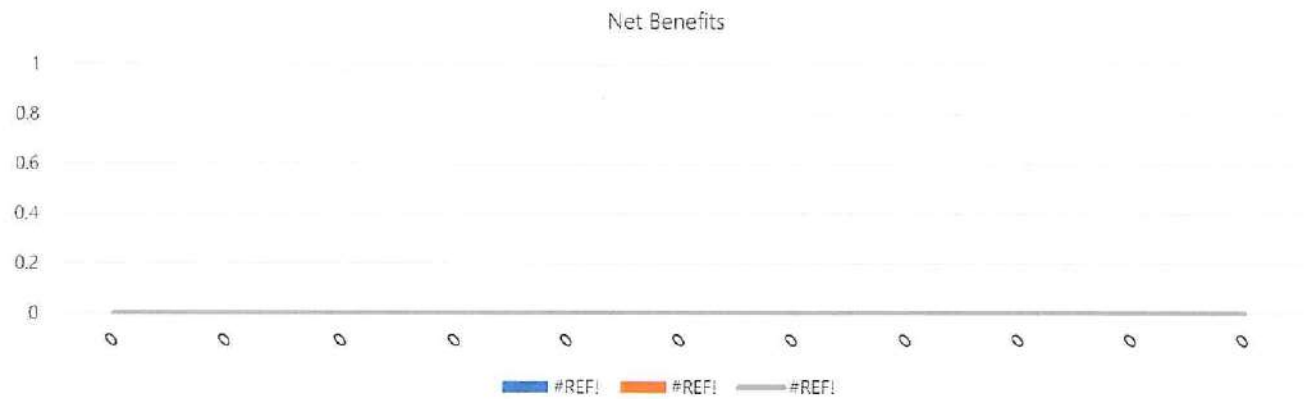


Figure 2

Total Jobs



Figure 3

Total Earnings



Fiscal Impacts

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$66,454	\$56,511
Sales Tax Exemption	\$45,000	\$45,000
Local Sales Tax Exemption	\$22,500	\$22,500
State Sales Tax Exemption	\$22,500	\$22,500
Mortgage Recording Tax Exemption	\$5,625	\$5,625
Local Mortgage Recording Tax Exemption	\$3,375	\$3,375
State Mortgage Recording Tax Exemption	\$2,250	\$2,250
Total Costs	\$117,079	\$107,136

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$31,144,517	\$26,523,694
To Private Individuals	<u>\$30,921,263</u>	<u>\$26,333,573</u>
Temporary Payroll	\$255,431	\$255,431
Ongoing Payroll	\$30,665,832	\$26,078,141
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$223,254</u>	<u>\$190,122</u>
Increase in Property Tax Revenue	(\$2)	(\$2)
Temporary Jobs - Sales Tax Revenue	\$1,788	\$1,788
Ongoing Jobs - Sales Tax Revenue	\$214,661	\$182,547
Other Local Municipal Revenue	\$6,807	\$5,789
State Benefits	\$1,607,906	\$1,369,346
To the Public	<u>\$1,607,906</u>	<u>\$1,369,346</u>
Temporary Income Tax Revenue	\$11,494	\$11,494
Ongoing Income Tax Revenue	\$1,379,962	\$1,173,516
Temporary Jobs - Sales Tax Revenue	\$1,788	\$1,788
Ongoing Jobs - Sales Tax Revenue	\$214,661	\$182,547
Total Benefits to State & Region	\$32,752,423	\$27,893,040

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$26,523,694	\$82,386	322:1
State	\$1,369,346	\$24,750	55:1
Grand Total	\$27,893,040	\$107,136	260:1

*Discounted at 2%

Additional Comments from IDA

15 year manufacturing PILOT schedule
Other Municipal Revenue is Ellicottville Fire District Taxes
New assessed value estimated at \$750,000

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

**COUNTY OF CATTARAUGUS INDUSTRIAL
DEVELOPMENT AGENCY
INDUCEMENT RESOLUTION**

**NORTHPARK ELLICOTTVILLE LLC, NORTH PARK INNOVATION GROUP, INC.,
AND/OR INDIVIDUAL(S) OR AFFILIATE(S), SUBSIDIARY(IES), OR ENTITY(IES)
FORMED OR TO BE FORMED ON ITS BEHALF**

A regular meeting of the County of Cattaraugus Industrial Development Agency was convened on Tuesday, July 16, 2024 at 11:15 a.m.

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

RESOLUTION OF THE COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY: (i) ACCEPTING THE APPLICATION OF NORTHPARK ELLICOTTVILLE LLC, NORTH PARK INNOVATION GROUP, INC., AND/OR INDIVIDUAL(S) OR AFFILIATE(S), SUBSIDIARY(IES), OR ENTITY(IES) FORMED OR TO BE FORMED ON ITS BEHALF (INDIVIDUALLY, AND/OR COLLECTIVELY, THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT DESCRIBED BELOW; (ii) RATIFYING THE SCHEDULING, NOTICING, AND CONDUCTING OF A PUBLIC HEARING IN CONNECTION WITH THE PROJECT; (iii) MAKING A DETERMINATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT; (iv) APPOINTING THE COMPANY, OR ITS DESIGNEE, AS ITS AGENT TO UNDERTAKE THE PROJECT; (v) AUTHORIZING THE UNDERTAKING OF THE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES TAX EXEMPTION BENEFIT FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT, (B) A MORTGAGE RECORDING TAX EXEMPTION BENEFIT FOR FINANCING RELATED TO THE PROJECT, AND (C) A PARTIAL ABATEMENT FROM REAL PROPERTY TAXES BENEFIT THROUGH THE PILOT AGREEMENT; AND (vi) AUTHORIZING THE NEGOTIATION AND EXECUTION OF A LEASE AGREEMENT, LEASEBACK AGREEMENT, A PAYMENT-IN-LIEU-OF-TAX AGREEMENT, AN AGENT AND FINANCIAL ASSISTANCE PROJECT AGREEMENT, AND RELATED DOCUMENTS

WHEREAS, County of Cattaraugus Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 536 of the 1971 Laws of New York, as amended, constituting Section 890-b of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving,

maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company has submitted an application to the Agency (the “Application”) requesting the Agency’s assistance with a certain project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in certain property located at 6442 NYS Route 242 East in the Town of Ellicottville, Cattaraugus County, New York and all other lands in the Town of Ellicottville where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the “Land”), (ii) the construction of an additional 3,000+/- to 10,000+/- sq. ft. expansion to the Company’s existing 12,500+/- sq. ft. of an existing manufacturing building (the “Improvements”); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the “Equipment”; and, together with the Land and the Improvements, the “Project Facility”). The Facility will be initially operated and/or managed by the Company; and

WHEREAS, pursuant to General Municipal Law Section 859-a, on July 3, 2024, at 12:30 p.m., at the Agency’s offices, 9 East Washington Street, Ellicottville, New York, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance (as hereinafter defined) being contemplated by the Agency (the “Public Hearing”) whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as its agent for the purpose of undertaking the Project pursuant to an Agent and Financial Assistance Project Agreement (the “Agent Agreement”), (ii) negotiate and enter into a lease agreement (the “Lease Agreement”) and related leaseback agreement (the “Leaseback Agreement”) with the Company, pursuant to which the Agency will retain a leasehold interest in the Land, the Existing Improvements, the Improvements, the Equipment and personal property constituting the Facility; and (iii) provide Financial Assistance to the Company in the form of (a) an exemption benefit from all New York State and local sales and use taxes for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction, reconstruction and/or renovation, rehabilitation or equipping of the Facility, (b) a mortgage recording tax exemption benefit for the financing related to the Project, and (c) a partial abatement from real property taxes benefit through a fifteen (15) year term PILOT Agreement for the benefit of each municipality and school district having taxing jurisdiction over the Project, (collectively, the sales and use tax exemption benefit, the mortgage recording tax exemption benefit, and the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the “Financial Assistance”); and

WHEREAS, pursuant to and in accordance with applicable provisions of the State Environmental Quality Review Act ("SEQR"), the Company has submitted to the Agency an Environmental Assessment Form (the "EAF") with respect to the Project; and

WHEREAS, pursuant to Article 18-A of the Act, the Agency desires to adopt a resolution describing the Project and the Financial Assistance that the Agency is contemplating with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Company has presented an application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's application and any other correspondence submitted by the Company to the Agency, public hearing comments, if any, and Agency board member review of and recommendations related to the Project and its resolution to approve the Project subject to the terms and conditions as described herein, the Agency board member review of the Project's cost benefit ratio, the costs of incentives so applied for, the anticipated new tax revenues to be generated by the Project, as well as the Project's contemplated community benefits, and Agency board member review, discussion, and consideration of same, the Agency hereby finds and determines that:

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and/or renovating and equipping the Project; and

(C) The Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing and/or retaining employment opportunities in Cattaraugus County, New York and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries, and, to the extent occupants are relocating from one plant or facility to another in another area of the State, the Agency has complied with the Act's abandonment procedures; and

(F) The Agency has assessed all material information included in connection with the Application necessary to afford a reasonable basis for the decision by the Agency to provide Financial Assistance for the Project as described herein; and

(G) The Agency has prepared a written cost-benefit analysis satisfactorily identifying the extent to which the Project will create or retain permanent, private sector jobs, the estimated value of any tax exemption to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the Project in a timely fashion, and the extent to which the Project will provide additional sources of revenue for municipalities and school districts, and any other public benefits that might occur as a result of the Project; and

(H) The Company has provided a written statement confirming that the Project as of the date of the Application is in substantial compliance with all provisions the Act.

(I) The Project involves an “Unlisted Action” as said term is defined pursuant to 6 N.Y.C.R.R. Section 617.2(al) of the SEQR regulations. The Agency has conducted an uncoordinated review of the Project pursuant to 6 N.Y.C.R.R. Section 617.6(b)(4)(i). Based upon a comprehensive and thorough review by the Agency of the EAF and related documents delivered by the Company to the Agency, the criteria set forth in 6 N.Y.C.R.R. Section 617.7 of the SEQR regulations, and the additional representations made by the Company to the Agency in connection with the Project, the Agency hereby finds that the Project will not have a potential significant adverse environmental impact warranting the preparation of an environmental impact statement. The Agency thus issues a “negative declaration” as that term is defined pursuant 6 N.Y.C.R.R. Section 617.2(z); and

(J) The Project qualifies for Agency Financial Assistance as it meets the Agency’s general uniform criteria for project evaluation, said criteria established by New York State and the Agency as required under General Municipal Law Section 859-a(5) as evidenced by the following:

- (i) Extent to which the Project will create or retain jobs: The Project will retain 36 FTE employee positions and create 2 new FTE employee positions.
- (ii) The estimated total value of Financial Assistance is approximately \$117,079 over the 15-year real property tax abatement benefit period.
- (iii) The estimated amount of private sector investment to be made by the Company is \$770,000.
- (iv) Likelihood of the Project being accomplished in a timely fashion: There is a high likelihood that the Project will be completed in a timely manner by the third quarter of 2025.
- (v) Extent of new revenue provided to local taxing jurisdictions: New real property tax/PILOT revenue will be generated.

- (vi) The extent to which the Project will create local construction jobs. The Company will utilize local construction contractors.

Section 2. The Agency hereby authorizes the undertaking of the Project and the provision of the Financial Assistance to the Company as described herein.

Section 3. Subject to the Company executing an Agent Agreement and the delivery to the Agency of a binder, certificate or other evidence of insurance for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, construct and/or renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; provided, however, the appointment of the Company as agent of the Agency, if utilized, shall expire one year from the date of this resolution (unless extended for good cause by the Chair, the Vice Chair, and/or the Executive Director).

A. Financial Assistance. With respect to the foregoing, and based upon the representations and warranties made by the Company in its application for Financial Assistance, the Agency hereby:

- (i) authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount estimated up to \$562,500 and, therefore, the value of the sales and use tax exemption benefits ("sales and use tax exemption benefits") authorized and approved by the Agency cannot exceed \$45,000 however, the Agency may consider any requests by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services; and

- (ii) authorizes and approves that the value of the mortgage recording tax exemption benefit ("mortgage recording tax exemption benefits") shall not exceed \$5,625; and

- (iii) authorizes and approves that the real property tax abatement benefits ("PILOT benefits") to be provided over the term of the PILOT Agreement are estimated to be approximately \$66,454 resulting in estimated total PILOT payments of \$265,770 over the term of the PILOT Agreement.

B. Terms and Conditions of Financial Assistance. Pursuant to Section 875(3) of the New York General Municipal Law, and per the policies of the Agency, the Agency may recover or recapture from the Company, its agents, consultants, subcontractors, or any other party

authorized to make purchases for the benefit of the Project, any New York State and local sales and use tax exemption benefits, and/or mortgage recording tax exemption benefits, and/or partial abatements from real property taxes benefits taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the New York State and local sales and use tax exemption benefits; (ii) the New York State and local sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the New York State and local sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; (iv) the Company has made a material false statement on its application for Financial Assistance; and/or (v) the New York State and local sales and use tax exemption benefits and/or mortgage recording tax exemption benefits, and/or the partial abatement from real property taxes benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with the Investment Commitment and/or the Employment Commitment, said commitments, as described below, being a material term or condition to use property or services in the manner approved by the Agency in connection with the Project.

As a condition precedent of receiving Financial Assistance, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must cooperate with the Agency in its efforts to recover or recapture any Financial Assistance, and promptly pay over any such amounts to the Agency that the Agency demands.

C. Commitments. As an additional condition precedent of receiving Financial Assistance, and as a material term or condition as approved by the Agency in connection with the Project, the Company covenants and agrees and understands that it must, subject to potential modification, termination and/or recapture of Financial Assistance for failure to meet and maintain the commitments and thresholds as described below, submit, on an annual basis or as otherwise indicated below through the termination of the PILOT Agreement, a certification, as so required by the Agency, confirming:

- (i) Investment Commitment - the total investment actually made with respect to the Project at the time of Project completion equals or exceeds \$770,000 being the total project cost as stated in the Company's application for Financial Assistance.
- (ii) Employment Commitment – that there are at least 36 existing full time equivalent (“FTE”) employees located at, or to be located at, the Facility as stated in the Company's application for Financial Assistance (the “Baseline FTE”); and
 - the number of current FTE employees in the then current year at the Facility; and
 - that within two (2) years of Project completion, the Company has maintained and created FTE employment at the Facility equal to 38 FTE employees [representing the sum of (x) 36 Baseline FTE and (y) 2 FTE employees,

(being the 2 new FTE employee positions proposed to be created by the Company as stated in its Application)].

Section 4. Subject to the terms of this Inducement Resolution, the Chair, the Vice Chair, and/or the Executive Director, are hereby authorized, on behalf of the Agency, to negotiate, execute and deliver (A) an Agent Agreement, (B) the Lease Agreement whereby the Company leases the Project to the Agency, (C) the related Leaseback Agreement whereby the Agency leases the Project back to the Company, and (D) the PILOT Agreement and (E) related documents; provided, however, that (i) the rental payments under the Leaseback Agreement to the Company include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project; and (ii) the terms of the PILOT Agreement are consistent with the Agency's Uniform Tax Exemption Policy, or procedures for deviation have been complied with accordingly.

Section 5. Subject to the terms of this Inducement Resolution, the Chair, the Vice Chair, and/or the Executive Director, are hereby authorized, on behalf of the Agency, to negotiate, execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance acquisition and Project costs or equipment and other personal property and related transactional costs (hereinafter, with the Lease Agreement, Leaseback Agreement, and related documents, collectively called the "Agency Documents"); and, where appropriate, the Secretary or the Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the Chair, the Vice Chair, and/or the Executive Director of the Agency shall approve, the execution thereof by the Chair, the Vice Chair, and/or the Executive Director of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to negotiate, execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 7. The provision by the Agency of Financial Assistance with respect to the Project as described herein is subject to the Agency's policies.

Section 8. This resolution shall take effect immediately, and shall expire one (1) year from the date hereof unless extended for good cause by the Chair, the Vice Chair, and/or the Executive Director.

Dated: July 16, 2024

PUBLIC HEARING SCRIPT

**QSKI LLC and/or Individual(s) or
Affiliate(s), Subsidiary(ies), or Entity(ies)
formed or to be formed on its behalf
Project**

Public Hearing to be held on July 3, 2024 at 1:00 p.m.
at the Agency's offices located at 9 East Washington Street, Ellicottville, New York

ATTENDANCE:

☐ Members of the General Public

X 1. WELCOME: Call to Order and Identity of Hearing Officer.

Hearing Officer: Welcome. This public hearing is now open; it is 1:00 p.m. My name is Corey R. Wiktor. I am the Executive Director of the County of Cattaraugus Industrial Development Agency, and I have been designated by the Agency to be the hearing officer to conduct this public hearing. This public hearing is being live-streamed and made accessible on the Agency's website at www.cattcoida.com.

X 2. PURPOSE: Purpose of the Hearing.

Hearing Officer: We are here to hold the public hearing on the QSKI LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf. This public hearing is being recorded and will be transcribed for the Board Members of the Agency for their review and comments before they take any further action. We have a sign in sheet for anyone who would like to participate in this public hearing either by presenting oral comments or we would be happy to take written statements. Notice of this hearing appeared in Olean Times Herald on Friday, June 21, 2024.

X 3. PROJECT SUMMARY: Description of Project and Contemplated Agency Benefits.

Hearing Officer: The proposed project (the "Project") consists of: (i) the acquisition by the Agency of a leasehold interest in certain property located at 41 Washington Street in the Village & Town of Ellicottville, Cattaraugus County, New York and all other lands in the Village & Town of Ellicottville where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the "Land"), (ii) the construction of a 9,000 sq. ft. mixed use

facility with 1,673 sq. ft. retail/commercial space on the first floor and a 550 sq. ft. first floor apartment and 5,895 sq. ft. of apartment space on the second and third floors (the "Improvements"); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment"; and, together with the Land and the Improvements, the "Project Facility").

The proposed financial assistance contemplated by the Agency includes New York State and local sales and use tax exemption benefits and mortgage recording tax exemption benefits (in compliance with Agency's eligible projects policy).

X 4. FORMAT OF HEARING: Review rules and manner in which the hearing will proceed.

Hearing Officer: All those who have joined this conference call will be given an opportunity to make statements and/or comments on the Project if they so desire.

Minutes of the Public Hearing will be transcribed and posted on the Agency's website (www.cattcoida.com). Additional information can be obtained from, and written comments may be addressed to: Corey R. Wiktor, Executive Director, County of Cattaraugus Industrial Development Agency, 9 East Washington Street, P.O. Box 1749, Ellicottville, New York 14731; Telephone: 716-699-2005 and electronically at corey@cattcoida.com or Info@cattcoida.com.

☐ 5. PUBLIC COMMENT: Hearing Officer gives the Public an opportunity to speak.

Hearing Officer: Those interested in making a statement or comment will be called upon. Please begin by stating your name and address; if you are representing a company, please identify the company. I request that speakers keep statements and/or comments to 5 minutes, and if possible, 3 minutes.

The Hearing Moderator introduces each participant in the order they registered for this meeting.

[Insert transcription of public comments here.]

-OR-

X Hearing Officer: Note that no one in attendance wished to make a statement or comment.

X 6. ADJOURNMENT:

As there were no further statements and/or comments, the Hearing Officer closed the public hearing at 1:05 p.m. Note: Corey did speak with Village Trustee Croft who expressed her support for the project relating to the associated IDA benefits as well.

SIGN IN SHEET FOR PUBLIC HEARING

Public Hearing to be held on July 3, 2024 at 1:00 p.m.
at the Agency's offices located at 9 East Washington Street, Ellicottville, New York

**QSKI LLC and/or Individual(s) or Affiliate(s),
Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf**

Project Location: 41 Washington Street in the Village & Town of Ellicottville, Cattaraugus County, New York

[illegible]

**COUNTY OF CATTARAUGUS INDUSTRIAL
DEVELOPMENT AGENCY
INDUCEMENT RESOLUTION**

**QSKI, LLC, AND/OR INDIVIDUAL(S) OR AFFILIATE(S), SUBSIDIARY(IES), OR
ENTITY(IES) FORMED OR TO BE FORMED ON ITS BEHALF**

A regular meeting of the County of Cattaraugus Industrial Development Agency was convened on Tuesday, July 16, 2024 at 11:15 a.m.

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

RESOLUTION OF THE COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY: (i) ACCEPTING THE APPLICATION OF QSKI, LLC AND/OR INDIVIDUAL(S) OR AFFILIATE(S), SUBSIDIARY(IES), OR ENTITY(IES) FORMED OR TO BE FORMED ON ITS BEHALF (INDIVIDUALLY, AND/OR COLLECTIVELY, THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT DESCRIBED BELOW; (ii) RATIFYING THE SCHEDULING, NOTICING, AND CONDUCTING OF A PUBLIC HEARING IN CONNECTION WITH THE PROJECT; (iii) MAKING A DETERMINATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT; (iv) APPOINTING THE COMPANY, OR ITS DESIGNEE, AS ITS AGENT TO UNDERTAKE THE PROJECT; (v) AUTHORIZING THE UNDERTAKING OF THE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES TAX EXEMPTION BENEFIT FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT, AND (B) A MORTGAGE RECORDING TAX EXEMPTION BENEFIT FOR FINANCING RELATED TO THE PROJECT; AND (vi) AUTHORIZING THE NEGOTIATION AND EXECUTION OF A LEASE AGREEMENT, LEASEBACK AGREEMENT, AN AGENT AND FINANCIAL ASSISTANCE PROJECT AGREEMENT, AND RELATED DOCUMENTS

WHEREAS, County of Cattaraugus Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 536 of the 1971 Laws of New York, as amended, constituting Section 890-b of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, warehousing, research, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company has submitted an application to the Agency (the “Application”) requesting the Agency’s assistance with a certain project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in certain property located at 41 Washington Street in the Village & Town of Ellicottville, Cattaraugus County, New York and all other lands in the Village & Town of Ellicottville where, by license or easement or other agreement, the Company or its designees are making improvements that benefit the Project (the “Land”), (ii) the construction of a 9,000 sq. ft. mixed use facility with 1,673 sq. ft. retail/commercial space on the first floor and a 550 sq. ft. first floor apartment and 5,895 sq. ft. of apartment space on the second and third floors (the “Improvements”); and (iii) the acquisition by the Company in and around the Improvements of certain items of machinery, equipment and other tangible personal property (the “Equipment”; and, together with the Land and the Improvements, the “Project Facility”). The Facility will be initially operated and/or managed by the Company; and

WHEREAS, pursuant to General Municipal Law Section 859-a, on July 3, 2024, at 1:00 p.m., at the Agency’s offices, 9 East Washington Street, Ellicottville, New York, the Agency held a public hearing with respect to the Project and the proposed Financial Assistance (as hereinafter defined) being contemplated by the Agency (the “Public Hearing”) whereat interested parties were provided a reasonable opportunity, both orally and in writing, to present their views; and

WHEREAS, it is contemplated that the Agency will (i) designate the Company as its agent for the purpose of undertaking the Project pursuant to an Agent and Financial Assistance Project Agreement (the “Agent Agreement”), (ii) negotiate and enter into a lease agreement (the “Lease Agreement”) and related leaseback agreement (the “Leaseback Agreement”) with the Company, pursuant to which the Agency will retain a leasehold interest in the Land, the Existing Improvements, the Improvements, the Equipment and personal property constituting the Facility; and (iii) provide Financial Assistance to the Company in the form of (a) an exemption benefit from all New York State and local sales and use taxes for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction, reconstruction and/or renovation, rehabilitation or equipping of the Facility, and (b) a mortgage recording tax exemption benefit for the financing related to the Project, (collectively, the sales and use tax exemption benefit and the mortgage recording tax exemption benefit are hereinafter collectively referred to as the “Financial Assistance”); and

WHEREAS, pursuant to and in accordance with applicable provisions of the State Environmental Quality Review Act (“SEQR”), the Company has submitted to the Agency an Environmental Assessment Form (the “EAF”) with respect to the Project; and

WHEREAS, pursuant to Article 18-A of the Act, the Agency desires to adopt a resolution describing the Project and the Financial Assistance that the Agency is contemplating with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Company has presented an application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's application and any other correspondence submitted by the Company to the Agency, public hearing comments, if any, and Agency board member review of and recommendations related to the Project and its resolution to approve the Project subject to the terms and conditions as described herein, the Agency board member review of the Project's cost benefit ratio, the costs of incentives so applied for, the anticipated new tax revenues to be generated by the Project, as well as the Project's contemplated community benefits, and Agency board member review, discussion, and consideration of same, the Agency hereby finds and determines that:

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

(B) It is desirable and in the public interest for the Agency to appoint the Company as its agent for purposes of acquiring, constructing and/or renovating and equipping the Project; and

(C) The Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing and/or retaining employment opportunities in Cattaraugus County, New York and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries, and, to the extent occupants are relocating from one plant or facility to another in another area of the State, the Agency has complied with the Act's abandonment procedures; and

(F) The Agency has assessed all material information included in connection with the Application necessary to afford a reasonable basis for the decision by the Agency to provide Financial Assistance for the Project as described herein; and

(G) The Agency has prepared a written cost-benefit analysis satisfactorily identifying the extent to which the Project will create or retain permanent, private sector jobs, the estimated value of any tax exemption to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the Project in a timely fashion, and the extent to which the Project will provide additional sources of revenue for municipalities and school districts, and any other public benefits that might occur as a result of the Project; and

(H) The Company has provided a written statement confirming that the Project as of the date of the Application is in substantial compliance with all provisions the Act; and

(I) The Project involves an “Unlisted Action” as said term is defined pursuant to 6 N.Y.C.R.R. Section 617.2(al) of the SEQR regulations. The Agency has conducted an uncoordinated review of the Project pursuant to 6 N.Y.C.R.R. Section 617.6(b)(4)(i). Based upon a comprehensive and thorough review by the Agency of the EAF and related documents delivered by the Company to the Agency, the criteria set forth in 6 N.Y.C.R.R. Section 617.7 of the SEQR regulations, and the additional representations made by the Company to the Agency in connection with the Project, the Agency hereby finds that the Project will not have a potential significant adverse environmental impact warranting the preparation of an environmental impact statement. The Agency thus issues a “negative declaration” as that term is defined pursuant 6 N.Y.C.R.R. Section 617.2(z); and

(J) The Project constitutes a commercial facility as defined in the General Municipal Law and will promote employment opportunities and prevent economic deterioration in the Town of Ellicottville. The Agency has reviewed the opinion of the State Comptroller (OSC Op. 85-51) and hereby specifically finds that the Project will create approximately five (5) FTE positions, and, will be a physical and economic improvement to this area of the Town of Ellicottville; and

(K) The Project qualifies for Agency Financial Assistance as it meets the Agency’s general uniform criteria for project evaluation, said criteria established by New York State and the Agency as required under General Municipal Law Section 859-a(5) as evidenced by the following:

- (i) Extent to which the Project will create or retain jobs: The Project will create four (4) new FTE employee position.
- (ii) The estimated total value of Financial Assistance is approximately \$185,000.
- (iii) The estimated amount of private sector investment to be made by the Company is \$2,000,000.
- (iv) Likelihood of the Project being accomplished in a timely fashion: There is a high likelihood that the Project will be completed in a timely manner, by December 31, 2025.

- (v) Extent of new revenue provided to local taxing jurisdictions: New real property tax revenue will be generated beyond what would otherwise be received in the absence of the Project.
- (vi) The Project will create new and attractive housing stock to the Town of Ellicottville.
- (vii) The Project will create local construction jobs.

Section 2. The Agency hereby authorizes the undertaking of the Project and the provision of the Financial Assistance to the Company as described herein.

Section 3. Subject to the Company executing an Agent Agreement and the delivery to the Agency of a binder, certificate or other evidence of insurance for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the acquisition, construction and equipping of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to acquire, construct and/or renovate and equip the Project; (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency with the authority to delegate such agency, in whole or in part, to agents, subagents, contractors, and subcontractors of such agents and subagents and to such other parties as the Company chooses; and (iii) in general, to do all things which may be requisite or proper for completing the Project, all with the same powers and the same validity that the Agency could do if acting in its own behalf; provided, however, the appointment of the Company as agent of the Agency, if utilized, shall expire one year from the date of this resolution (unless extended for good cause by the Chair, the Vice Chair, and/or the Executive Director).

A. Financial Assistance. With respect to the foregoing, and based upon the representations and warranties made by the Company in its application for Financial Assistance, the Agency hereby:

(i) authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project and that would otherwise be subject to New York State and local sales and use tax in an amount estimated up to \$2,000,000, and, therefore, the value of the sales and use tax exemption benefits ("sales and use tax exemption benefits") authorized and approved by the Agency cannot exceed \$160,000, however, the Agency may consider any requests by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services; and

(ii) authorizes and approves that the value of the mortgage recording tax exemption benefit ("mortgage recording tax exemption benefits") shall not exceed \$25,000.

B. Terms and Conditions of Financial Assistance. Pursuant to Section 875(3) of the New York General Municipal Law, and per the policies of the Agency, the Agency may recover

or recapture from the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, any New York State and local sales and use tax exemption benefits, and/or mortgage recording tax exemption benefits, taken or purported to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, if it is determined that: (i) the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, is not entitled to the New York State and local sales and use tax exemption benefits; (ii) the New York State and local sales and use tax exemption benefits are in excess of the amounts authorized to be taken by the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project; (iii) the New York State and local sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; (iv) the Company has made a material false statement on its application for Financial Assistance; and/or (v) the New York State and local sales and use tax exemption benefits and/or mortgage recording tax exemption benefits, are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with the Investment Commitment, the Employment Commitment, and/or the Construction Jobs and Local Labor Commitment, said commitments, as described below, being a material term or condition to use property or services in the manner approved by the Agency in connection with the Project.

As a condition precedent of receiving Financial Assistance, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must cooperate with the Agency in its efforts to recover or recapture any Financial Assistance, and promptly pay over any such amounts to the Agency that the Agency demands.

C. Commitments. As an additional condition precedent of receiving Financial Assistance, and as a material term or condition as approved by the Agency in connection with the Project, the Company covenants and agrees and understands that it must, subject to potential modification, termination and/or recapture of Financial Assistance for failure to meet and maintain the commitments and thresholds as described below, submit, on an annual basis or as otherwise indicated below through the conclusion of the later of two (2) years following either (i) the construction completion date, or (ii) the termination of the Agent Agreement, a certification, as so required by the Agency, confirming:

- (i) Investment Commitment - the total investment actually made with respect to the Project at the time of Project completion equals or exceeds \$2,000,000 being the total project cost as stated in the Company's application for Financial Assistance.
- (ii) Employment Commitment – that there are at least five (5) existing full time equivalent (“FTE”) employees located at, or to be located at, the Facility as stated in the Company's application for Financial Assistance (the “Baseline FTE”); and
 - the number of current FTE employees in the then current year at the Facility; and

- that within two (2) years of Project completion, the Company has created FTE employment at the Facility equal to five (5) FTE employees (being the five new FTE employee positions proposed to be created by the Company as stated in its Application)].

Section 4. Subject to the terms of this Inducement Resolution, the Chair, the Vice Chair, and/or the Executive Director, are hereby authorized, on behalf of the Agency, to negotiate, execute and deliver (A) an Agent Agreement, (B) the Lease Agreement whereby the Company leases the Project to the Agency, (C) the related Leaseback Agreement whereby the Agency leases the Project back to the Company, and (D) related documents; provided, however, that (i) the rental payments under the Leaseback Agreement to the Company include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project.

Section 5. Subject to the terms of this Inducement Resolution, the Chair, the Vice Chair, and/or the Executive Director, are hereby authorized, on behalf of the Agency, to negotiate, execute and deliver any mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by any lender identified by the Company (the "Lender") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance acquisition and Project costs or equipment and other personal property and related transactional costs (hereinafter, with the Lease Agreement, Leaseback Agreement, and related documents, collectively called the "Agency Documents"); and, where appropriate, the Secretary or the Assistant Secretary of the Agency is hereby authorized to affix the seal of the Agency to the Agency Documents and to attest the same, all with such changes, variations, omissions and insertions as the Chair, the Vice Chair, and/or the Executive Director of the Agency shall approve, the execution thereof by the Chair, the Vice Chair, and/or the Executive Director of the Agency to constitute conclusive evidence of such approval; provided in all events recourse against the Agency is limited to the Agency's interest in the Project.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to negotiate, execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 7. The provision by the Agency of Financial Assistance with respect to the Project as described herein is subject to the Agency's policies.

Section 8. This resolution shall take effect immediately and shall expire one (1) year from the date hereof unless extended for good cause by the Chair, the Vice Chair, and/or the Executive Director.

Dated: July 16, 2024

	A	B	C	D	E	F
2	County of Cattaraugus	OPERATING STATEMENT				
3	Industrial Development Agency					
4	June, 2024	2024	2024	2024	2024	2023
5		APPROVED	M-T-D	Y-T-D	BALANCE	Y-T-D
6		BUDGET	ACTUAL	ACTUAL	REMAINING	COMPARISON
7						
8	INCOME:					
9	Interest on Accounts	\$20,000	\$100	\$5,963	\$14,037	\$316
10	Apps & Fees	\$500,000	\$4,500	\$486,711	\$13,289	\$904,777
11	CCCRC/Other Misc. Income	\$0	\$95	\$3,505	\$1,778	\$4,600
12	Total	\$520,000	\$4,695	\$496,179	\$29,104	\$909,693
13						
14						
15	EXPENSES:					
16	Wages	\$200,000	\$14,954	\$97,200	\$102,800	\$79,531
17	Fringe Benefits	\$80,000	\$4,830	\$30,238	\$49,762	\$24,316
18	A- Performance Bonus	\$20,000	\$0	\$0	\$20,000	\$22,230
19	Board Meeting/Operations	\$2,000	\$228	\$1,069	\$931	\$341
20	Business Development	\$10,000	\$4,199	\$8,149	\$1,851	\$9,934
21	Office Supplies/Service Contracts	\$1,800	\$85	\$900	\$900	\$1,284
22	D- Office Maint./Repairs/Equip	\$6,000	\$465	\$3,678	\$2,322	\$5,200
23	E- Office Phones/Cell/fax/internet serv	\$7,000	\$1,366	\$5,754	\$1,246	\$4,756
24	Postage	\$1,200	\$68	\$527	\$673	\$600
25	Public Hearings	\$1,000	\$0	\$364	\$636	\$484
26	Travel/Mileage	\$3,000	\$0	\$66	\$2,934	\$37
27	Service Charges		\$35	\$185		\$315
28	Rent	\$17,100	\$1,425	\$8,550	\$8,550	\$11,400
29	Real Estate Taxes	\$100	\$0	\$87	\$13	\$91
30	Utilities	\$4,500	\$144	\$2,226	\$2,274	\$2,921
31	Property/Fire/Liability Insurance	\$5,000	\$0	\$3,907	\$1,093	\$4,977
32	Education/Training/Prof. Development	\$4,000	\$0	\$0	\$4,000	\$0
33	Professional Associations	\$8,500	\$0	\$1,150	\$7,350	\$2,845
34	C- Professional Services	\$30,000	\$0	\$56,382	-\$26,382	\$89,679
35	F- Publications	\$200	\$0	\$1,328	-\$1,128	\$0
36	Marketing/Promotion/Networking	\$1,000	\$0	\$0	\$1,000	\$0
37	Railroad Services	\$25	\$0	\$0	\$25	\$0
38	H- Miscellaneous	\$100	\$0	-\$1	\$101	\$0
39	Project Expenses	\$5,000	\$0	\$1,500	\$3,500	\$2,780
40	B- Consulting Expense	\$36,000	\$5,500	\$23,000	\$13,000	\$57,865
41	G- Great Lakes Cheese	\$0	\$0	\$55,500	-\$55,500	\$93,725
42	Total Expenses	\$443,525	\$33,299	\$301,759	\$141,951	\$415,311
43						
44	Net Difference	\$76,475	-\$28,604	\$194,420	-\$112,847	\$494,382
45						
46	A- Yearly payment					
47	B- Includes Yearly payment					
48	C- Includes payments due Harris Beach					
49	D- Includes IT invoices, accounting software, computer storage, monthly office cleaning, yearly window cleaning, lawn					
50	E- Includes monthly cell phones, internet, apple storage, storage back up and office phone lines					
51	F- Publications and ad made in local directory					
52	G- Fees to Harris Beach					
53	H- Adjustment for New CCB Account					

COUNTY OF CATTARAUGUS IDA

Balance Sheet

June 30, 2024

ASSETS

Current Assets		
CATT CO. BANK	\$	298,320.65
CATT. CO. CAPITAL RES. CORP.		58,347.29
New CCB ISC Account 800027476		1,538,706.47
CD's		216,506.91
KeyBank Investment		114,137.83
PETTY CASH		75.21
SECURITY DEPOSIT - RENT		2,775.00
Accounts Receivable		10,000.00
lease asset		73,708.92
Deferred Outflows		79,305.00
lease liability		(56,156.72)
ACCTS RECEIVABLE		(4,023.14)
Total Current Assets		2,331,703.42
Property and Equipment		
EQUIPMENT		38,423.95
LEASEHOLD IMPROVEMENTS		22,173.08
LAND		149,298.92
RAILROAD/IMPROVEMENTS		907,199.96
ACCUM DEPRECIATION		(870,546.17)
Total Property and Equipment		246,549.74
Other Assets		
Total Other Assets		0.00
Total Assets	\$	<u>2,578,253.16</u>

LIABILITIES AND CAPITAL

Current Liabilities		
NYS RETIREMENT LOAN ACCT.	\$	(126.69)
Employee Health Ins Payable		3.00
Federal Payroll Taxes		(7,852.78)
NYS WITHHOLDING		4,199.85
Social Security Tax Payable		1,963.60
Medicare Withholding Tax Pay		459.23
NYS PENSION-EMPLOYEE PORTION		55.84
NYS Retirement Employer Portio		14,082.00
Deferred Inflows		10,002.00
accumulated amort lease asset		17,552.20
ACCOUNTS PAYABLE		1,885.40
ACCTS. PAYABLE SERV. AGREEME		15,000.00
ACCRUED PAYROLL		7,883.29
Total Current Liabilities		65,106.94
Long-Term Liabilities		
Pension Liability		133,287.00
Total Long-Term Liabilities		133,287.00
Total Liabilities		198,393.94

Unaudited - For Management Purposes Only

COUNTY OF CATTARAUGUS IDA

Balance Sheet

June 30, 2024

Capital		
Retained Earnings	1,875,367.40	
CONTRIBUTED CAPITAL	310,072.06	
Net Income	<u>194,419.76</u>	
Total Capital		<u>2,379,859.22</u>
Total Liabilities & Capital	\$	<u><u>2,578,253.16</u></u>

COUNTY OF CATTARAUGUS IDA
Balance Sheet
June 30, 2023

ASSETS

Current Assets		
CATT CO. BANK	\$	494,799.67
SAVINGS CCB		5,209.49
SAVINGS FT		8,295.72
CATT. CO. CAPITAL RES. CORP.		443,248.05
Five Star CD		450,000.00
CD's		631,419.00
KeyBank Investment		107,621.82
PETTY CASH		120.40
SECURITY DEPOSIT - RENT		1,350.00
Accounts Receivable		10,000.00
lease asset		73,708.92
Deferred Outflows		87,556.00
lease liability		(69,451.29)
ACCTS RECEIVABLE		346.86
lease amortization expense		4,257.63
		<hr/>
Total Current Assets		2,248,482.27
Property and Equipment		
EQUIPMENT		38,350.45
LEASEHOLD IMPROVEMENTS		22,173.08
LAND		149,298.92
RAILROAD/IMPROVEMENTS		907,199.96
ACCUM DEPRECIATION		(870,546.17)
		<hr/>
Total Property and Equipment		246,476.24
Other Assets		
net pension asset		50,186.00
		<hr/>
Total Other Assets		50,186.00
		<hr/>
Total Assets	\$	<u><u>2,545,144.51</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
NYS RETIREMENT LOAN ACCT.	\$	107.31
Employee Health Ins Payable		3.00
Federal Payroll Taxes		2,909.96
NYS WITHHOLDING		3,363.06
Social Security Tax Payable		1,199.82
Medicare Withholding Tax Pay		280.88
NYS PENSION-EMPLOYEE PORTION		(107.31)
NYS Retirement Employer Portio		9,180.00
Deferred Inflows		179,281.00
accumulated amort lease asset		4,257.63
ACCOUNTS PAYABLE		39,930.00
interest expenses		(1,442.37)
		<hr/>
Total Current Liabilities		238,962.98
Long-Term Liabilities		
		<hr/>
Total Long-Term Liabilities		<u>0.00</u>

Unaudited - For Management Purposes Only

COUNTY OF CATTARAUGUS IDA
Balance Sheet
June 30, 2023

Total Liabilities		238,962.98
Capital		
Retained Earnings	1,501,726.87	
CONTRIBUTED CAPITAL	310,072.06	
Net Income	494,382.60	
Total Capital		<u>2,306,181.53</u>
Total Liabilities & Capital	\$	<u><u>2,545,144.51</u></u>

https://www.oleantimesherald.com/news/workforce-a-key-factor-in-great-lakes-cheeses-commitment-to-area/article_3d56a81e-2a85-11ef-8ba7-5f025df4c1d8.html

FEATURED

Workforce a key factor in Great Lakes Cheese's commitment to area

By JOHN BARTIMOLE Special to Olean Times Herald
Jun 15, 2024

FRANKLINVILLE — Talk at any length to Ryan Brickner, the plant manager at the Great Lakes Cheese facility in Franklinville and it's obvious that he's convinced he knows the key ingredient in making great cheese: people.

"The reason why we're successful is our people," he said. "From the time Great Lakes Cheese purchased Cuba Cheese in 1993, it became apparent that the people there were not afraid to work hard and took great pride in their products."

In fact, Brickner said, the quality and dedication of the workforce was the key reason Great Lakes Cheese searched so long — and so fervently — for a site near the Cuba plant to relocate.

"It's very gratifying that the majority of our Cuba employees have either joined us here in Franklinville or have indicated they will as the transition of production continues," he said. "That's important to us. We are super grateful to these folks for their years of dedication and hard work. Their talent, their expertise, their level of commitment to Great Lakes Cheese is the reason why we're successful and a key reason why we wanted to stay in the area."



The new Great Lakes Cheese plant is entering the final stages of construction near Franklinville.

Great Lakes Cheese

"We want to be the employer of choice in our community," he continued. "We want to be part of the fabric of the community," he continued.

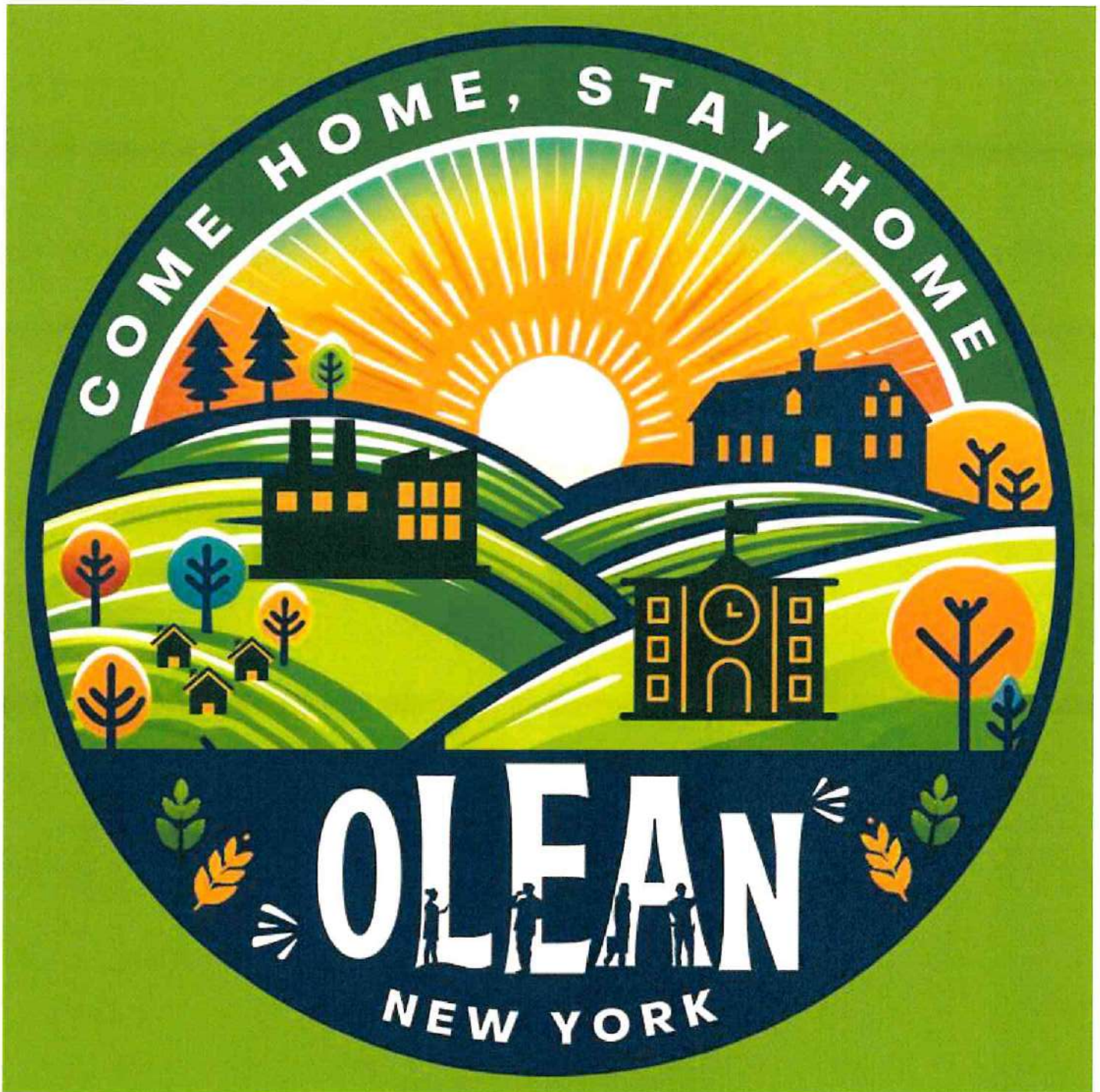
Revenue is already being generated from activity at the more than \$700 million site via state-of-the-art the packaging line, with the cheeses still being produced in Cuba. The timeline for cheese production at the new facility is before the end of 2024, with full production ramp up in 2025 for mozzarella, provolone and cheddar cheeses, along with whey.

While construction continues at the massive site, Great Lakes has already hired about 100 individuals over the past 12 months. And, Brickner said, the company will be hiring at least 200 more over the next two years. All are invited to apply.

"What's unique about GLC is we will take anybody with a strong work ethic and train them," he said. "Once you're hired, we train you, and as long as you're willing show up, learn and work, you'll have a job with us."

The company was founded in 1958 by Swiss immigrant Hans Epprecht, in Ohio, as a service delivering cheese to businesses in and around Cleveland. Now, 66 years later, Great Lakes Cheese employs 4,200+ employee-owners and has its headquarters in Hiram, Ohio.

"We have an ownership culture here," Brickner said. "Each employee has the opportunity to become an employee-owner of Great Lakes Cheese, which is an important benefit, as every employee has a stake in the success of the company."



Brickner added that the new facility should be in complete production by the end of 2024, which is fueling the need for more employees.

"And, when we're at full production in the future, we'll likely have more than 450 people working here at Great Lakes Cheese in Franklinville."

Brickner said the company "is excited to be part of the community. Our ownership culture focuses us on doing the right thing. We are proud of the generations of employees we have had the privilege of working with, and we hope stay with us for generations to come"

As part of the Come Home/Stay Home effort by Olean Business Development Corp., Jamestown Community College Workforce Development and the Cattaraugus/Allegany Workforce Investment Board, the employment needs of Great Lakes Cheese are a crucial component in bringing people to, back to, or remaining in the area. That consortium predicts the need for more than 1,500 employees over the next five years.

"Think of what a hole in the economy would have been left had Great Lakes Cheese left the area," Bob Forness, executive director of OBDC, said. "Now, with the investment they are making in our area, we know they are here to stay, saving jobs, creating new jobs and generating energy and excitement in the community."

COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY



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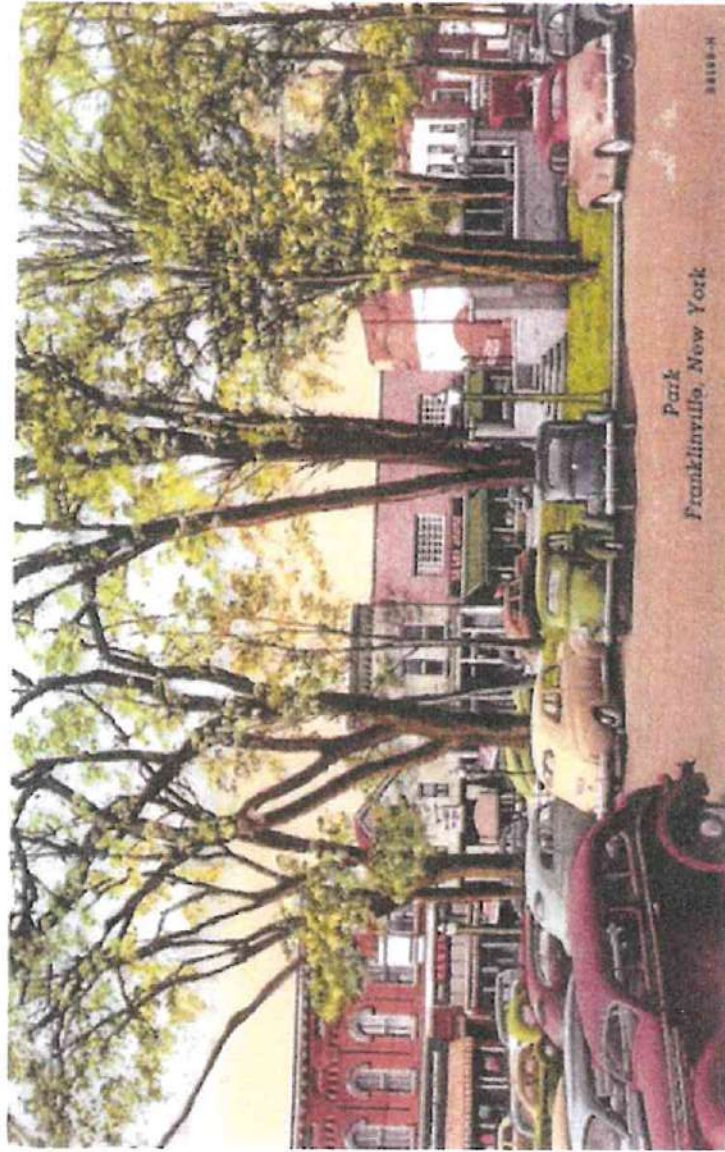
The Cattaraugus County Industrial Development Agency ("IDA") is a public benefit corporation created to retain, promote and assist economic development of the people of Cattaraugus County. Cattaraugus County is a rural county with several small cities and villages where our residents work and live. The Village of Franklinville is situated in the middle of several rural towns and the Village is where residents from those towns come to shop, work and seek entertainment.

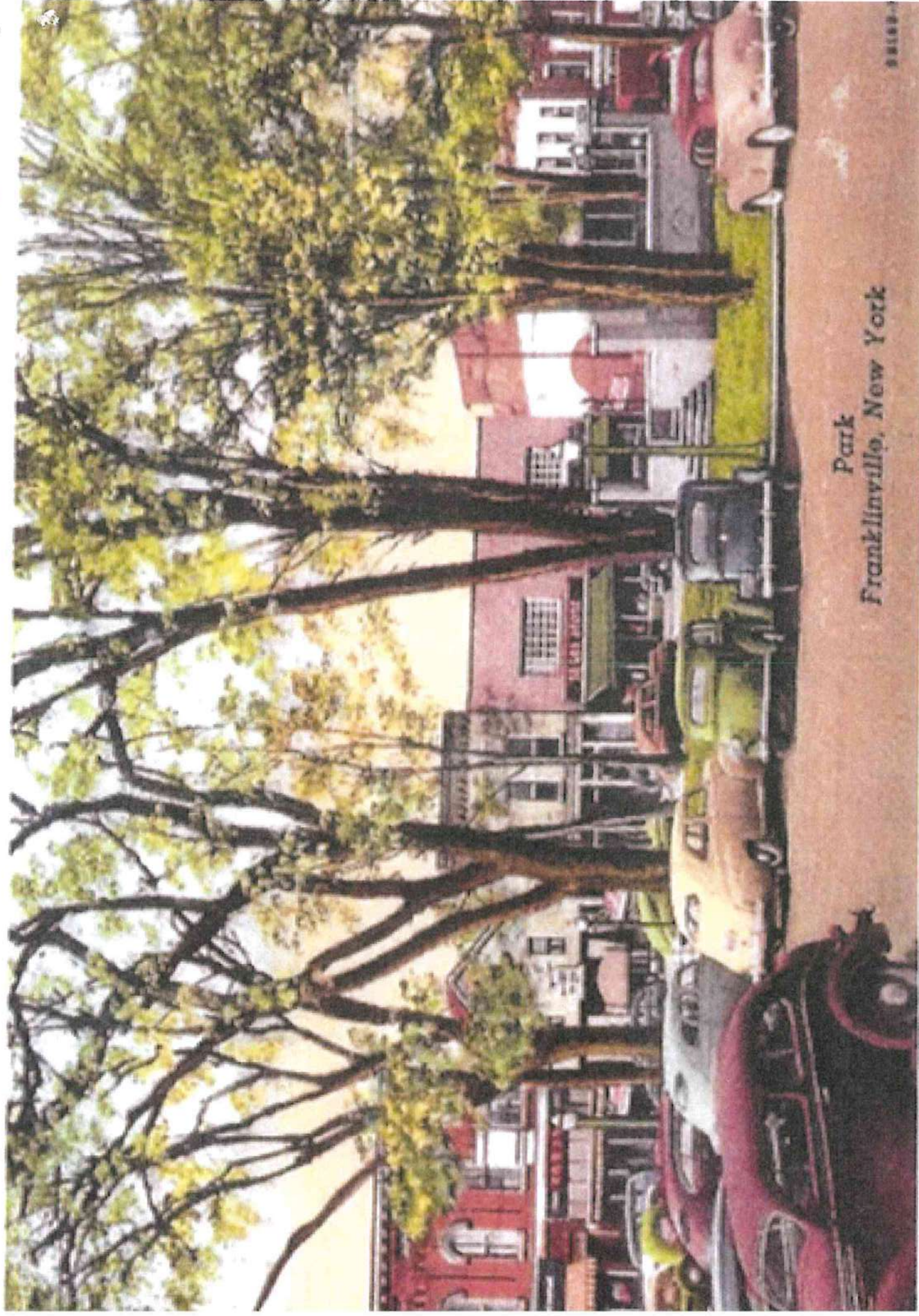
In 2021, the IDA led an effort to attract Great Lakes Cheese to construct its new plant in Franklinville, bringing over 500 jobs to the area. One of the benefits of this project is that the influx of commerce and employees will serve as a catalyst for the revitalization of the Village of Franklinville, which starts with the revitalization of the historic Park Square. Park Square has historically been the gathering place for residents of the Village and nearby towns and our hope is that it will again serve this vital, community function.

Accordingly, the IDA Staff and Board of Directors supports the Village's application for the T-Mobile hometown grant.

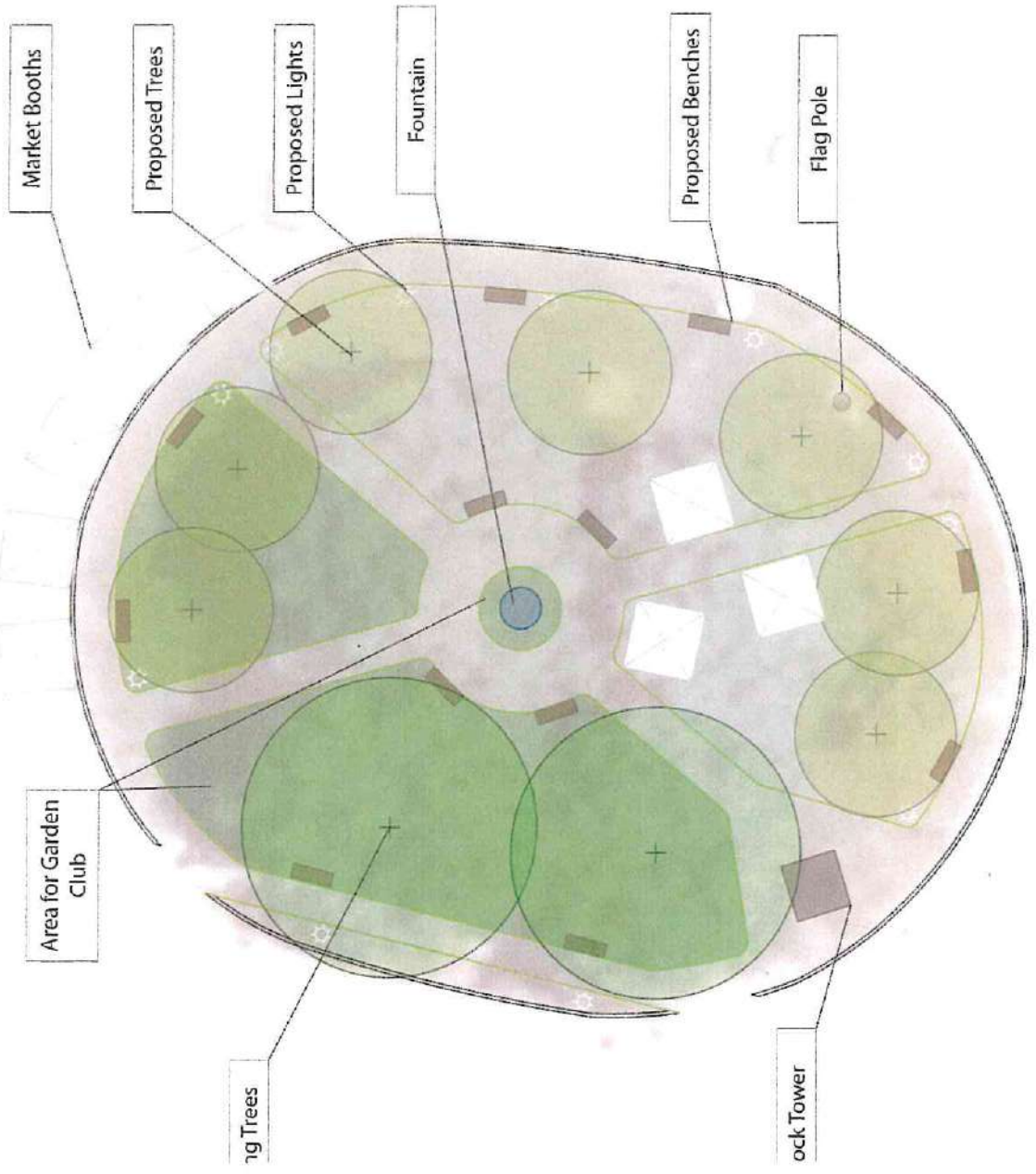
Sincerely,

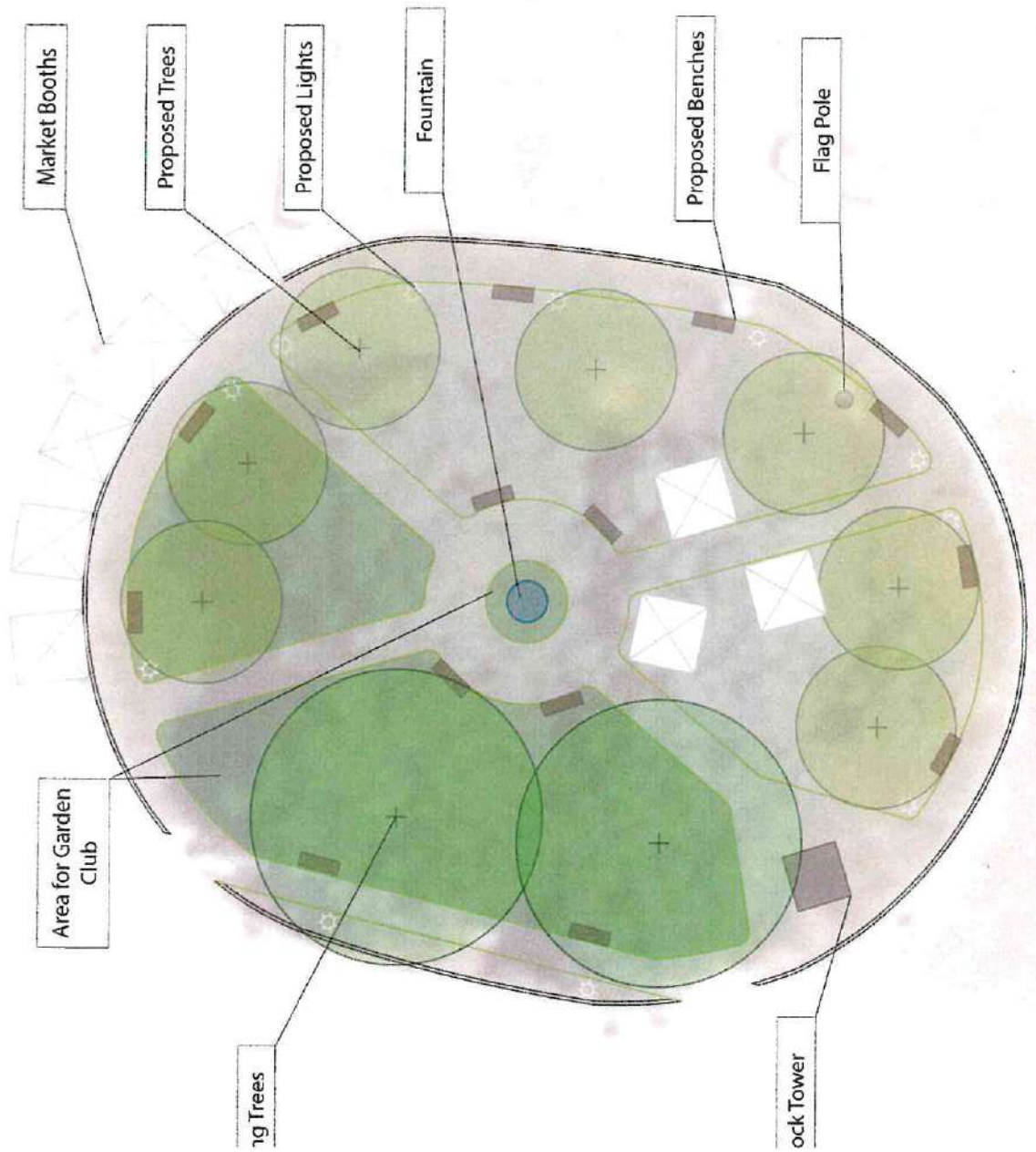
Corey R. Wiktor, Executive Director, CCIDA

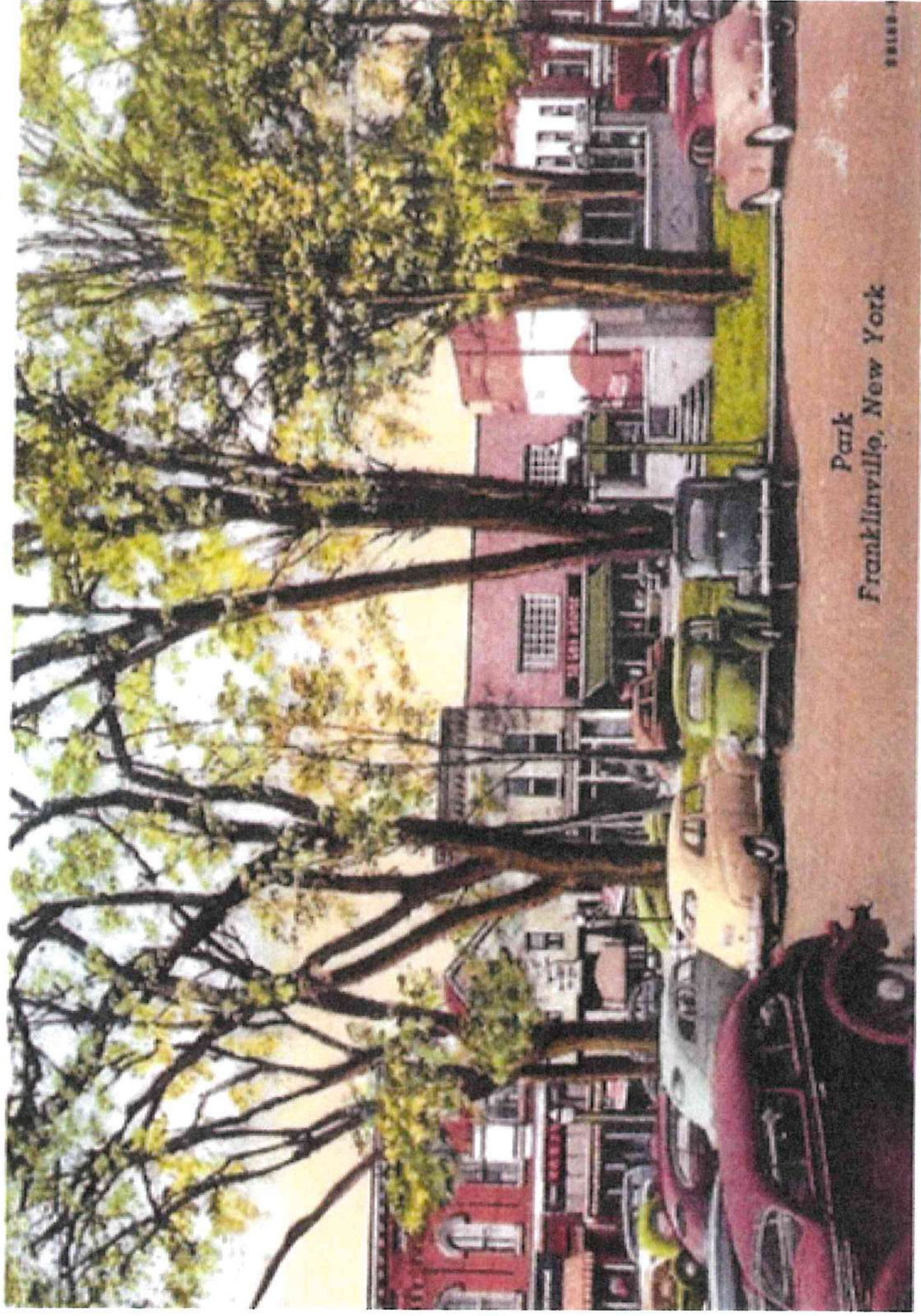




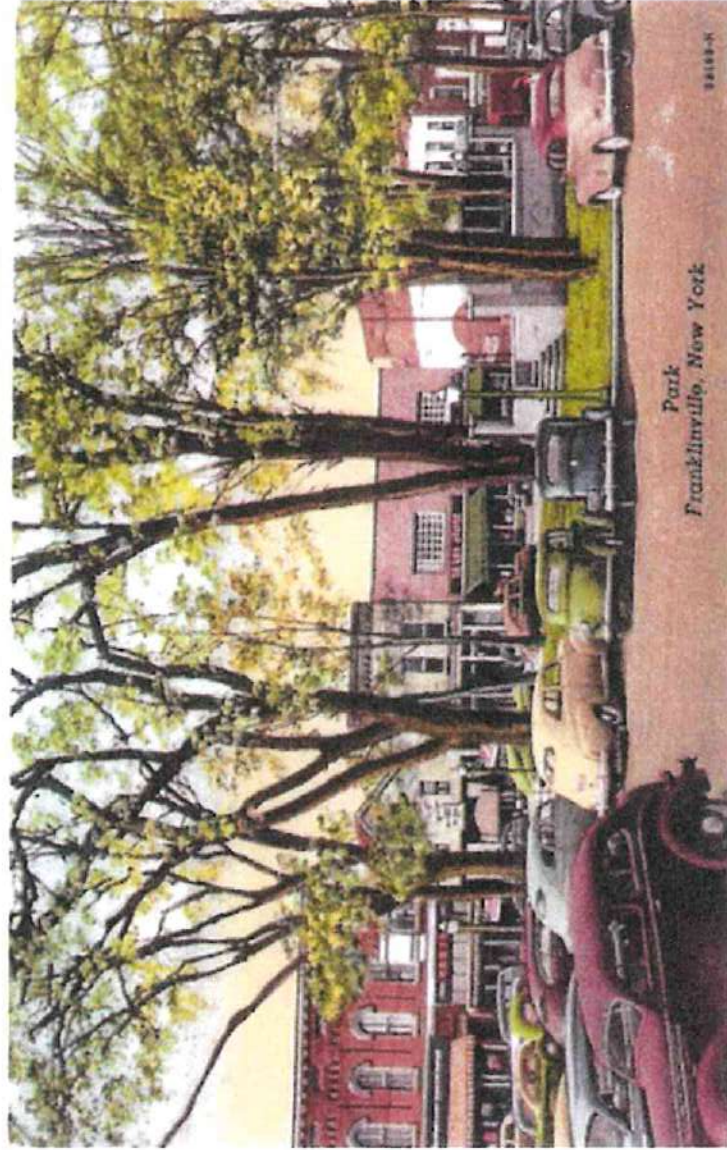
Park
Franklinville, New York







Park
Franklinville, New York



Olean Business Development Corp

Entrepreneurship-Led Economic Development Strategy in Cattaraugus County

Request Summary

OBDC requests funding to support facilitation and activation of multiple initiatives outlined in an overall Cattaraugus County Entrepreneurial Ecosystem evaluation from Camoin Associates supported from previous funding from the RCWJF.

Program/Project Description

This multi-year program will result in project activations spawning from the Camoin Associates report, with the individual projects championed by the different entities of the Cattaraugus County Economic Development Team. OBDC will function as the main grantee for the overall project, and as the facilitator of the activation/execution process on behalf of the team.

The program objectives are summarized in the Goals & Initiatives section of the final report from Camoin, focused on the following areas:

- Place-based Investments
- Small Business Development and Entrepreneurship
- Industry Growth + Workforce
- Building Economic Development Capacity for Implementation

Prior to project selection, the team has committed to go through a vision driven process (based on the book Traction and incorporating principles of the Entrepreneurial Operating System EOS) to better define the team vision for the future as it relates to the Camoin focus areas. A consensus-based selection process will then be developed and launched to prioritize, cost and deploy funding to members of the team to champion the selected initiatives and actions. The process will have a series of checks and balances for each project as funding is issued to the champion organization.

The strategies build on the assets that exist in the County and set the course for aspirational achievements in the county's economic development sector, resulting in a more structured and cohesive approach to economic development and entrepreneurship in the county, with a multiplicative impact on other fundraising and capacity building to support future projects.

Other Significant Funding Sources

In parallel with the work done by Camoin using previous funding from the RCWJF, across the entities making up the Cattaraugus County Economic Development Team (10 different entities), several of the Strategies, Goals and Initiatives are in various levels of ideation, planning and implementation using other funding sources that are either already secured, or in various stages of the application/confirmation process. These include, but are not limited to:

Federal

- RAISE application to be submitted to support infrastructure repairs and upgrades across the county - ANTICIPATED - Amount TBD, expect submission from either Cattaraugus County, City of Olean, or both
- ARC (Appalachian Regional Commission) application submitted, awaiting award details, to support connecting area youth with area businesses and their employment needs - ANTICIPATED - \$5M over 5 years, submitted by Cattaraugus-Allegany Workforce Development Board

State

- NYS CFA programs for 2025 have been released, with existing plans by the City of Olean to apply for funding to support several initiatives associated with this program, and other entities reviewing applicability to their respective goals and strategies - ANTICIPATED - Amount TBD, expect submissions from multiple entities for different programs

Local

- OBDC will be launching a revolving loan fund to help startup businesses with low interest loans - CONFIRMED - \$600K, secured from Siemens Energy Re-Skilling Initiative after shutdown of their Olean manufacturing facility (loss of 550 jobs)

Program/Project Description

As an outcome of a previous grant received from the Ralph C. Wilson Junior Foundation (G-2204-11766 Comprehensive Regional Economic Development Strategy & Implementation Plan for Cattaraugus County), OBDC acted as the facilitator on behalf of the Cattaraugus County Economic Development Team to execute the building of a strategy (with associated objectives and initiatives to support the strategy) for Economic Development in Cattaraugus County in partnership with a 3rd party, Camoin Associates. The output of this grant was a comprehensive plan outlining goals, strategies, initiatives and actions outlining how to support an entrepreneur-led economic development model.

As stated in the report summary from Camoin Associates, an entrepreneurial culture is essential for driving innovation, creating jobs, and promoting growth from within the Cattaraugus County community. The elements necessary for a dynamic entrepreneurial ecosystem are defined as:

- Workforce / Talent
- Business Assistance
- Capital
- Physical Environment
- Supportive Regulation
- Market Access
- Culture

By supporting and empowering entrepreneurs, the team will be able to advance other economic and community development goals. Elements of this strategy touch on each of the seven elements.

After further discussion with small business owners throughout the county, evaluation of the current state of the economy in Cattaraugus County, and a SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis, the Camoin team was able to consolidate this feedback and results of their research into thematic topics that evolved into the four goal areas of Place-based Investments, Small Business Development and Entrepreneurship, Industry Growth + Workforce, and Building Economic Development Capacity for Implementation.

The program will spawn from this work and output from Camoin Associates and will be executed by the Cattaraugus County Economic Development Team members based on their familiarity and expertise on the specific subject matter, as well as their capacity to execute the sub-projects. The team will first be led through a visioning process (based on the book Traction, and using EOS tools, from Gino Wickman) to better align the team on the longer-term vision for the process, activating a visionary and aspirational view of the future not yet envisioned by this team. Upon getting to this vision, a consensus-based process is to be developed by the team which will include prioritization and selection of specific sub-projects, summarized in a documented plan for execution by the respective team member and their organization, complete with timelines and outcomes defined, and to be vetted by the rest of the team for selection for funding. OBDC will act as the main grantee and will administer the funding based on the recommendations of the team as the documented plans are brought to the team for review and approval. OBDC will execute all required reporting for the program back to the Foundation.

What indicators/metrics do you intend to track over time, to show progress toward the results/outcomes you want?

The agreed upon vision and consensus-based process will result in a series of projects being selected and likely launched in parallel. This will require a master project list to be created and maintained, assuring correlation back to the team vision and the respective outputs of the Camoin Associates report, and with status updates provided for each project through completion. The

team will self-correct as projects drift and will work together to assure outcomes are achieved. Basic program management metrics will be used, including milestone driven timelines that will be measured (% On Time), as well as review of outcomes achieved before a project can be considered closed. Lessons learned will also be captured to ensure a culture of continuous improvement throughout the grant period. In addition, the multiplicative effect of the program will be measured through other funding secured outside of the RCWJF grant.

How have you incorporated the feedback from your community and/or partners regarding the program or project you're proposing?

The process utilized by Camoin Associates to derive the strategy that is being used as the backbone of this project incorporated many effective techniques for gathering feedback from the communities and partners in Cattaraugus County. First and foremost, the initial RCWJF funded project was vetted in person by Camoin Associates with the Cattaraugus County Economic Development Team to gain consensus on the path forward. Small business owners also had a chance to weigh in on their challenges, with three different workshops held across the county. This enabled direct contact with business owners in these areas of the county, which each has unique challenges, but many that resonate across the region. One-on-one either in-person, or via online platforms like zoom, discussions were held by Camoin with each member of the Cattaraugus County Economic Development Team to gain understanding and perspective of the various strategic plans that each entity is executing. These discussions, along with other research conducted independently by Camoin with their vast resources and tools, enabled the SWOT analysis to be developed. Throughout the process, the Camoin team held several working sessions with the overall team as the drafts and development of the overall output were derived. Lastly, independent of the Camoin study, but based on Camoin's previous engagement with the Chautauqua County Economic Development team, OBDC has had multiple benchmarking discussions with Nate Aldrich (Manager, Chautauqua County Partnership for Economic Growth) regarding what has worked well for them and what has not worked well, which will help drive consistency in approach, as well as avoid pitfalls.

Who are the project champions (management and key program staff) and briefly describe their specific role for this program/project.

The project will be championed by Bob Forness - President & Director, Olean Business Development Corporation and supported by Tom Cullen - Director, St. Bonaventure University Entrepreneurship Center. Bob and Tom have teamed together on the successful Laine Business Accelerator program that OBDC sponsors, with Tom as the program director. Bob (and OBDC) will serve in the overall Project Champion role, with the funding to flow through OBDC and then out to the various ESO/BSO leaders on the Cattaraugus County Economic Development Team as the vision is derived and the individual project selection process is executed. OBDC will continue to play a dual role as the main grantee, but also as an equal partner on the overall team, likely to take on some projects that OBDC will manage and drive, as well as supporting the overall process. Tom will act in the facilitator role to help with the execution of the project selection process and ensure

that the process is managed through consensus, with follow-up activity once funds are deployed for specific projects to ensure outcomes are met.

Lastly, OBDC will be the program manager, consolidator and reporting entity to the RCWJF team.

List any other partners (not referred to above) in the project and their roles.

The other members of the Cattaraugus County Economic Development Team that will be involved in the overall project as sub-project champions that could potentially receive funding are:

- Crystal Abers – Director of Cattaraugus County Economic Development, Planning & Tourism Office (<https://www.cattco.org/economic-development>)
- Kim LaMendola – Southern Tier West Regional Planning & Development Board (<https://www.southerntierwest.org/>)
- Megan Hageney - Economic Recovery Corps Fellow, working under Southern Tier West guidance (<https://economicrecoverycorps.org/fellow-information/megan-hageney/>)
- Kathleen Martel – Director for Workforce Development at Jamestown Community College (<https://www.sunyjcc.edu/>)
- Jason Miller – Executive Director of the Cattaraugus-Allegany Workforce Development Board (<https://cawfny.com/wib/>)
- Tony Sowers – Development Specialist - Cattaraugus County Economic Development, Planning & Tourism Office (<https://www.cattco.org/economic-development>)
- Keri Kerper – Program Coordinator for the City of Olean Community Development Office (<https://cityofolean.org/departments/community-development/>)
- Courtney Curatolo – Director of the Small Business Development Center @ JCC (<https://www.sbdccjcc.org/>)

Other team members in support roles, but not expected to directly support projects or receive funding

- Mo Sumbundu – Assistant Director Empire State Development Corporation (<https://esd.ny.gov/regions/western-new-york>)
- Corey Wiktor – Director of the Cattaraugus County Industrial Development Agency (<https://cattcoida.com/>)

Describe the sustainability plan for the project/program.

Continuation of this project will be dependent on meeting the outcomes during the multi-year project and the pace of implementation of the initiatives and actions executed. The initial funding

will help address a significant number of these initiatives and actions, supporting the entrepreneur-led economic development model that is being sought. Momentum gained from the completed initiatives will likely open up other funding opportunities with other agencies like New York State ESD and Appalachian Regional Commission, as well as other federal and state programs. Further funding from the Ralph C. Wilson Junior Foundation to continue "down the list" of initiatives and actions will also be a part of the overall capital stack/capacity demand of the overall program.

COUNTY OF CATTARAUGUS INDUSTRIAL DEVELOPMENT AGENCY



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June 25, 2024

Mr. Eric Phamdo
Program Officer
Ralph C. Wilson, Jr. Foundation
3101 E. Grand Blvd, Suite 200
Detroit, MI 48202

Subject: MOU for OBDC's Grant Application with the RCWJ Foundation

Dear Mr. Phamdo,

Please accept this Memorandum of Understanding from the County of Cattaraugus Industrial Development Agency (CCIDA) with regards to the grant application that Olean Business Development Corporation (OBDC) is submitting to support an Entrepreneurship-Led Economic Development Strategy in Cattaraugus County. The CCIDA has been working very closely with OBDC as part of the Cattaraugus County Economic Development Team on the development of this strategy with Camoin Associates for the past several months and is excited for the deployment of the strategy in the coming years.

Our IDA understands that OBDC will be the main grantee for the requested funding and will be responsible for managing the grant on behalf of our organization and the entire team. We also understand that any funding received by our organization to lead specific projects that support the initiatives and actions of the overall strategy will come from an agreed upon process that the team is currently defining, and that the funding will come directly from OBDC to our organization. The CCIDA commits without any reservation to support the overall process for project selection and if selected to lead projects, will contribute progress updates on deliverables to the overall team, with OBDC then consolidating the inputs for reporting back to the Foundation.

In addition, any other funding sources identified and secured by our organization to support the overall program will be reported to continue to add to the grant matching consolidation for the overall program.

The CCIDA is very excited to participate with the Cattaraugus County Economic Development team in launching projects to support this important and impactful strategy!

Best regards and appreciation,

Corey R. Wiktor
Executive Director
County of Cattaraugus Industrial Development Agency
(716)699-2005 or corey@cattcoida.com

Cattaraugus County Economic Development Team



Meeting Agenda

Date: Tuesday 07/09/24 at 8:30 am

Location: **3rd Floor Large Committee Room
County Center, Little Valley**

- Revisiting our team committees-How can we restart these? Can any of the issues be considered potential Ralph Wilson initiatives?
- Review of agenda for our Aug 6th meeting.
- Roundtable
- Upcoming meetings:

July 23

August 6th- NOTE: At Southern Tier West, 8am-12pm for EOS workshop with Megan as facilitator.

August 27- Back at Little Valley, regular 8:30am start



Bringing Industry Together.

July 3, 2024

Corey Wiktor, Executive Director
Cattaraugus County Industrial Development Agency
9 W. Washington Street
Ellicottville, New York 14731

Re: Business Development Services Rendered to Cattaraugus County IDA – Statement of Account

Per Corey's text Invoicing has stopped as of January 5, 2024

Due from May 15, 2024 Statement	\$	15,000.00
Paid June 14, 2024	\$	2,500.00
Total Now Due	\$	12,500.00

Please make check payable to Storch Cooperative Development.

Thank you.

Storch Cooperative Development

Mark Storch

President

Cattaraugus County Economic Development Team



Meeting Agenda

Date: Tuesday 06/18/24 at 8:30 am

Location: **3rd Floor Large Committee Room
County Center, Little Valley**

- Roundtable Discussion
- Ralph Wilson Project-

What's Been Established Thus Far:

- 1) RW wants a primary grantee, this being OBDC.
- 2) OBDC would then allocate \$\$\$\$ to sub-grantees (Catt County partners), to focus on specific projects based on needs identified through Camoin study.
- 3) These specific projects/needs are to be prioritized and selected by the Cattaraugus County Econ Team.
- 4) Amount being requested is \$1 million to be spread over four years, so \$250K per year.
- 5) Application deadline for RW is June 28th.

What Our Team Needs to Accomplish:

- 1) Review RW application. Recall that RW has four metrics for evaluation: Potential for funding, quality of funding, urgency of need and impact of funding
- 2) Prioritize needs and determine which 2-3 specific projects we want to address initially, and which partners (sub-grantees) will manage- Who should do what?

Cattaraugus County Economic Development Team



3) Provide support to OBDC as needed to meet application deadline.

- Upcoming meetings:
June 25-Should we meet?

July 9

July 23

Summary of Ralph C. Wilson Junior Foundation Application Questions

1) Request Summary - *Describe your request in one to two sentences. (250 characters or less)*

- a. Program/Project Description - *Describe your program/project, objectives, and anticipated outcomes. (250 words or less)*
- b. Grant Start Date 10/1/2024
- c. Grant End Date 10/31/2027
- d. Total Program/Project Budget \$2,500,000.00
- e. Grant Amount Requested \$1,000,000.00
- f. Other Significant Funding Sources - *Please only include other confirmed or anticipated funding sources for the proposed project, not for your entire organization. If there are no other funding sources, please explain why.*

2) Project Title - *Entrepreneurship-led Economic Development Strategy in Cattaraugus County*

- a. Program/Project Description - *Provide more detail on your program/project, its objectives, anticipated outcomes, potential challenges and risks, and who it will serve.*
- b. What indicators/metrics do you intend to track over time, to show progress toward the results/outcomes you want?
- c. How have you incorporated the feedback from your community and/or partners regarding the program or project you're proposing?
- d. Who are the project champions (management and key program staff) and briefly describe their specific role for this program/project.
- e. List any other partners (not referred to above) in the project and their roles.
- f. Describe the sustainability plan for the project/program - *What would it take for you to continue this project at the conclusion of the grant? What supports do you anticipate needing? What challenges do you anticipate in continuing the program?*

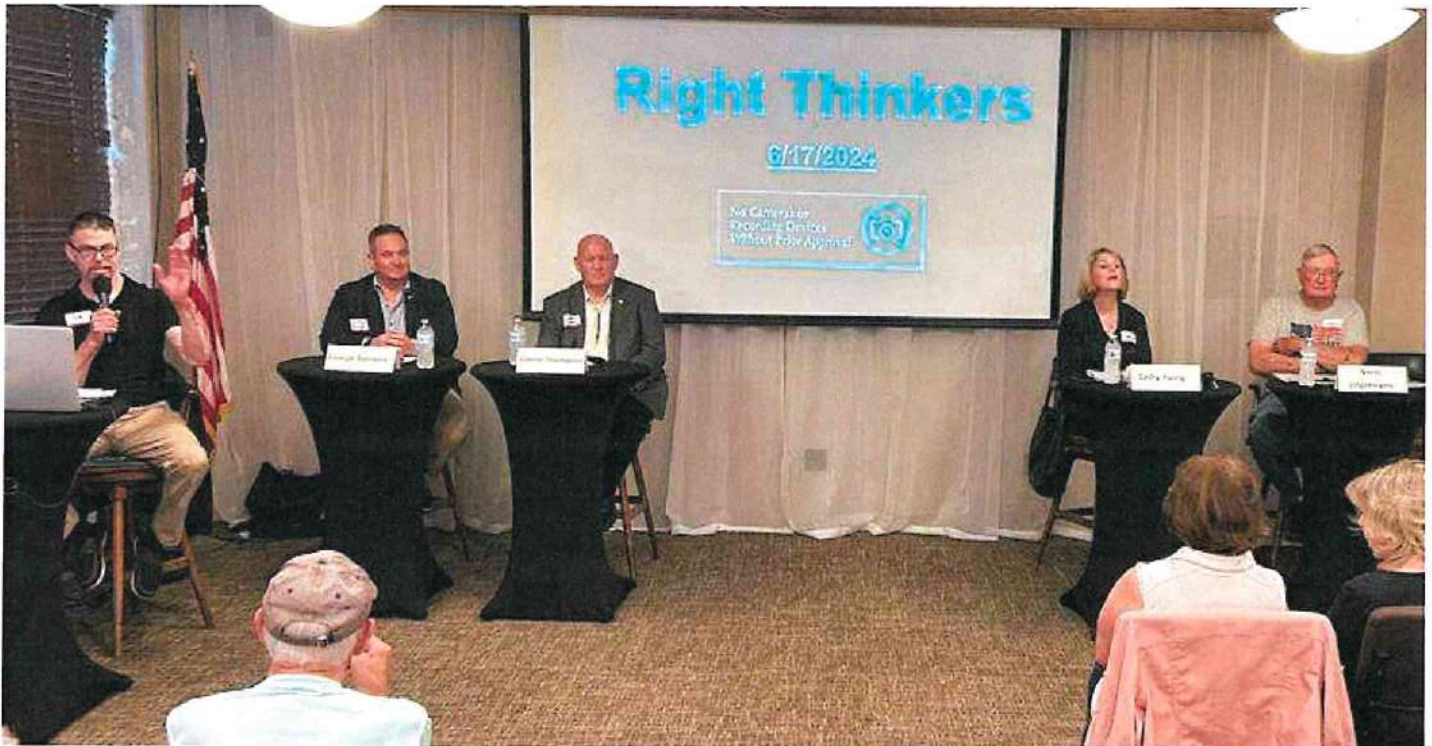
3) Supporting Documents – *Annual report, Board Roster, Biographies, Financials, etc*

https://www.oleantimesherald.com/news/right-thinkers-panel-sees-successful-farming-as-security-issue/article_5a50b7ec-2ced-11ef-af8b-8f8362e6d6dc.html

FEATURED

Right Thinkers panel sees successful farming as security issue

By JIM ECKSTROM Olean Times Herald
Jun 17, 2024



Nate Smith (left) moderates a Right Thinkers panel discussion Monday evening at The Hall in Allegany. Panelists (continuing from left) are state Sen. George Borrello, U.S. Rep. Glenn Thompson of Pennsylvania, former state senator Catharine Young and Norm Ungermann.

Jim Eckstrom/Olean Times Herald

ALLEGANY — Protecting farmland and ensuring that American agriculture has the government-policy support to keep producing is not just about helping farmers, it's about food and economic security — and, ultimately, national security — panelists stated during Monday evening's Right Thinkers discussion.

"(Agriculture) is the number one industry in New York, it's the number one industry in Pennsylvania," Pennsylvania Congressman Glenn "GT" Thompson, chairman of the U.S. House Agriculture Committee, said during discussion at The Hall. "But it's got challenges."

Thompson, whose 15th Congressional District abuts much of the U.S. Rep. Nick Langworthy's 23rd Congressional District in New York state, said the districts are much the same in regard to having many smaller and medium-size farms, as well as forestry and energy components. He said the diversity of smaller operations in agriculture are important.

"Because it spreads the risk across more farms, and risk is something that is inherent to agriculture," he said. "So what are some of those risks right now? One is inflation, this inflation is just killing everyone, but it's certainly hurting our farmers."

He noted that workforce issues are a problem as well as increased regulations, which he called "green tape" as opposed to "red tape." The average age of farmers is only increasing as well.

"What are the ultimate risks if we fail? Economic insecurity, food insecurity and national insecurity," Thompson said, noting that's why the latest farm bill that he ushered through his committee and then through the House is called the "Farm, Food and National Security Act of 2024."

State Sen. George Borrello, in answering moderator Nate Smith's question about the state of farming in New York and Pennsylvania, was blunt in saying he sees "an attack on agriculture. The biggest threat of New York agriculture isn't climate change, it's not inflation, it's not even the workforce. The biggest threat to New York agriculture is New York state government ... and they prove that every single day in Albany."

Borrello, R-Sunset Bay in Chautauqua County, the ranking member of the New York Senate Agriculture Committee, said downstate Democrats who control the state legislature "don't truly know where their food comes from" and they're willing to destabilize the industry with wage-increase legislation and energy policies that will raise farmers' expenses. Borrello echoed Thompson in pointing out that making it harder for New York farmers to operate will only disrupt the food chain for every American, just as if it were disrupted by a foreign antagonist.

Yet, despite that, Borrello said New York farmers — 90% of the state's farms are owned by families — have persevered. "These are not these big 'factory farms' or corporate farms that you see in other states. And what I've tried to explain to my colleagues in the legislature, if you destroy New York agriculture, the demand is not going to go away. What's going to happen is we're going to rely on other states and other countries for the basic sustenance of life."

Former state senator Catharine Young of Olean, who once chaired the Senate ag committee and now is the executive director of Center of Excellence in Food and Agriculture at Cornell University's AgriTech campus in Geneva, agreed that wage requirements and regulation are heavier burdens on New York farmers "and we do have people in Albany who think that milk comes from the store ... not from the cow."

However, she said she does believe there are opportunities, particularly for Western New York dairy farmers, that bode well for the future. She noted that Great Lakes Cheese is working on the latter stages of building its new plant near Franklinville, an investment of more than \$700 million that will greatly increase demand for milk production in the region.

Meanwhile, she noted that Fairlife recently broke ground on a \$650 million dairy processing plant in Monroe County, which will also boost dairy production in the region. Fairlife, owned by Coca-Cola, produces dairy projects that are made through an "ultra-filtration" process that removes lactose and sugar, which leaves behind more protein and calcium. The process, Young noted, was developed at Cornell.

"So I think there's going to be opportunities for dairy farmers in Western New York to add on cows and be able to expand, which I think would be good news," Young, who was raised on a dairy farm, said, adding later that New York state — not least through the AgriTech campus she directs — is a leader in research and development on new techniques and processes that will add value and economic opportunities to the state's ag industry.

Asked about the effect wind and solar energy developments could have on agriculture in New York — particularly the loss of viable farmland to development — Norm Ungermann, a longtime excavation business owner from Cuba and a former Allegany County legislator, cited an article he read recently in the Olean Times Herald about how much the April 8 eclipse reduced solar energy production.

Noting all the cloudy days in Upstate New York, he said, "None of it makes any sense," adding that the clearcutting and building of roads and transmission lines for renewable energy development adds up to a lot of environmental degradation.

Borrello called solar and wind power developments "the perfect investment scam" in which there could be no profit without tax-payer funded subsidies. Meanwhile, he said, other more viable energy alternatives like nuclear power and hydrogen are ignored.

Thompson noted that the farm bill includes provisions that no funding in the legislation can be used for solar or wind energy development at the expense of quality farmland being lost.

Young added, "It's taking good farmland out of production," while pointing out that in 2019 the United States saw its first trade deficit in agriculture with fruits and vegetables coming from other countries.

"That's a break in the food supply chain here at home," she said.



The Villager

EL LICOTTVILLE • CHAUTAUQUA

Spread the love

By Jeff Martin

Matt Prime and Joe DiCenzo, co-owners of Pour Taproom Buffalo, are expanding their innovative self-serve taproom concept to the village of Ellicottville.

Set to open this fall in the former Slopeside Restaurant at the Telemark Hotel, Pour Taproom Ellicottville promises to offer locals and visitors alike a one-of-a-kind experience in the heart of Western New York's ski country.

The journey to Ellicottville began with an unplanned encounter in South Carolina during the mid-2010s. Prime and DiCenzo stumbled upon a self-serve taproom in Greenville and were immediately struck by its uniqueness and efficiency. "When we got home, we did some other projects but that concept was in the back of our minds. It just seemed like that was the thing to do," Prime recalled.

Despite facing setbacks due to the COVID-19 pandemic, Prime and DiCenzo remained determined to bring their vision to life.

"We scheduled an April 2020 opening date – great timing, huh?" Prime quipped.

After weathering the storm, Pour Taproom Buffalo opened its doors in 2021 to resounding success, laying the groundwork for their expansion into Ellicottville.

Pour Taproom Ellicottville will boast a spacious layout accommodating up to 150 people, according to Prime. Upon entering, patrons will start a tab at the counter and receive a VIP pass with a QR code linked to their tab. With 30 taps offering a selection of beverages from New York state and around the world, customers can pour their own drinks and pay by the ounce, allowing for greater

flexibility and exploration. For those preferring a more traditional experience, a portion of the bar will remain staffed.

"The nice thing is, if you want to come in and try some new flavors, you can at your own pace without having to bother a bartender for samples, or wait on one when it is very busy. The pay by the ounce system allows you the freedom of choice without having to buy a whole pint," Prime emphasized.

In addition to the self-serve concept, Pour Taproom Ellicottville will feature a full menu serving traditional pub fare, catering to both the thirsty and the hungry.

Currently navigating the permitting process, Prime expressed optimism about opening Pour Taproom Ellicottville in time for the bustling Fall Fest season.

"We will certainly be open for Fall Fest," he assured.

With its blend of innovation, hospitality, and local flavor, Pour Taproom Ellicottville aims to carve out its own niche in the vibrant community of Ellicottville, offering patrons an unforgettable experience amidst the picturesque surroundings of ski country.

7.2.24 Advocacy Alert: REGION WINS TECH HUB FUNDING

This morning, the U.S. [Department of Commerce announced](#) that our region's application for federal Tech Hub funding was successful. As a result, our region will see over \$40 million in federal investment.

This announcement is a landmark advocacy win for the BNP. The BNP spent years working with Congressional leaders to pass the Chips and Science Act, which created this pot of money. Since the bill's enactment, the BNP has played a leading role in coordinating our region's application for funding. 400 communities across the U.S. applied for funding; 31 were designated as Tech Hubs eligible for funding; but our region was one of only 12 that will receive funding through this program.

Our region pursued funding in partnership with Rochester and Syracuse, dubbed the NY SMART-I Corridor. In collaboration with hundreds of community partners – employers, higher education institutions, workforce development officials, and nonprofits – our consortium proposed leveraging federal funding to grow our [semiconductor](#) manufacturing capabilities. Doing so will improve the nation's supply chain for these critical tech components, while creating significant economic opportunity for businesses and workers in our region. Learn more about our application [here](#).

"The financial investment from the Federal Government validates our strategy to advance the designated Tech Hub. The collaboration and dedicated work that brought us here serve as the catalyst for this transformational opportunity within the I-SMART corridor. We have the necessary components to lead the resurgence of advanced manufacturing and semiconductor production in the U.S.," said BNP President & CEO Dottie Gallagher.

"This moment marks a turning point for our region, presenting significant economic opportunities for all. The consortium of 100 partners across industry, education, and philanthropy, along with bipartisan support from our federal officials, made today a reality. This is just the beginning of our effort to transform the economics of Western and Central New York. None of this would have been possible without Senator Schumer's visionary leadership in creating the Tech Hubs program."

The BNP will play a key role in leveraging this funding by providing workforce development, communications, and advocacy services to the consortium.

The BNP thanks our entire Congressional delegation, whose steadfast bipartisan support for this initiative helped our application. In particular, we thank Sen. Chuck Schumer, who was the driving force behind this legislation and was a fervent advocate for our application. The BNP also thanks our many partners across the region, especially ROC2025 and CenterState CEO, for their collaboration that showcased the power and unity of the I-90 corridor.



257 W. Genesee St. | Suite 600

Buffalo, N.Y. 14202

[\(716\) 852-7100](tel:(716)852-7100)

thepartnership.org



MEMORANDUM

June 24, 2024

HARRIS BEACH ^{PLLC}
ATTORNEYS AT LAW

Proposed Amendments to Brownfield Cleanup Program - Prevailing Wage

Applicability/Effective Date of Changes: As of the date of this memorandum, NYS S5868/A7491 has not been signed into law. Once signed into law by the governor, these statutory amendments shall apply to all requests for participation¹ in Brownfield Cleanup Program received on or after **January 1, 2025**.

Summary: The New York State Senate and Assembly have passed a bill to add a new Section 224-g to the New York Labor Law ("NYLL"). This would require prevailing wages to be paid, on a case by case basis, applicable only to "covered brownfield remediation work" associated with a site that is: (i) accepted into the New York State Brownfield Cleanup Program ("BCP"), (ii) where such site is seeking or is deemed eligible for the BCP tangible property tax credit, and (iii) where the work is paid for in whole or in part by public funds, where the amount of all such public funds, when aggregated, is at least 30% of the total construction project costs and where such project costs are over \$5 million. This provisions only covers brownfield remediation work and if applicable, this provision does not then automatically trigger prevailing wages on other project related construction work.

Note, NYLL Section 224-a already potentially makes such brownfield remediation work as well as other project related construction activity, subject to prevailing wages. Under NYLL Section 224-a, all construction projects performed under private contract are potentially subject to prevailing wages, on a case-by-case basis, if work is paid for in whole or in part by public funds, where the amount of all such public funds, when aggregated, is at least 30% of the total construction project costs and where such project costs are over \$5 million. However, NYLL 224-a specifically excludes BCP tax credits from the definition of "paid for in whole or in part out of public funds", and therefore, BCP tax credits are not included within the 30% public funds test. New NYLL 224-g, if signed into law, would insert BCP tax credits back into the 30% test, but only for purposes of determining if the "covered brownfield remediation work" component of a BCP project would be subject to prevailing wages.

If signed into law, a BCP project seeking to claim the BCP tangible property tax credit is required to undertake the NYLL 224-a and NYLL 224-g prevailing wage analysis. Three results could potentially occur (again, on a case-by-case basis, and assuming other exceptions to prevailing wage requirements do not otherwise apply):

1. The Project is required to pay prevailing wages for both brownfield remediation and general construction work.
2. The Project is required to pay prevailing wages for only brownfield remediation work and not for general construction work.
3. The Project is not required to pay prevailing wages for either brownfield remediation or general construction work

¹ NYS S5868/A7491 references a "request for participation" pursuant to ECL § 27-1407. For purposes of NYLL 224-g, it is unclear whether the "request for participation" concept contained within § 27-1407 applies only to newly created Brownfield sites, or to existing Brownfield sites in instances where new applicants are requesting participation in the Brownfield Cleanup Program. Accordingly, it is unknown whether the prevailing wage requirements contained in NYS S5868/A7491, once signed into law, may be imposed on existing Brownfield Cleanup Program sites where a new applicant is requesting participation in the Brownfield Cleanup Program.

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June 24, 2024

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HARRIS BEACH ^{PLLC}
ATTORNEYS AT LAW

Statutory Changes

I. Amendments to Environmental Conservation Law:

1. ECL § 27-1407 - Subdivision 1-a

- a. **Statutory Amendment:** “Sites are not eligible for tangible property tax credits if:
 - i. (c) not in compliance with section two hundred twenty-four-g of the labor law.”
- b. **Analysis:** To be eligible for the tangible property credit, a project must comply with prevailing wage requirements in **Labor Law § 224-g**.

2. ECL § 27-1407 – Subdivision 8, Subsection (e)

- a. **Statutory Amendment:**
 - i. 8. The department shall reject such request [for participation in the Brownfield Cleanup Program] if:
 - 1. (e) the person requesting participation does not demonstrate compliance with section two hundred twenty-four-g of the labor law.
- b. **Analysis:** Non - compliance with prevailing wage requirements in **Labor Law § 224-g** will serve as grounds for denial of entry into Brownfield Cleanup Program

3. ECL § 27-1409 – Subdivision 5

- a. **Statutory Amendment:** One [provision to be included in a brownfield site cleanup agreement] authorizing the department to terminate a brownfield site cleanup agreement at any time during the implementation of such agreement if the applicant implementing such agreement fails to substantially comply with such agreement's terms and conditions, including the prevailing wage requirements of section two hundred twenty-four-g of the labor law;
- b. **Analysis:** Compliance with **Labor Law S§ 224-g** is a material component of brownfield cleanup agreements, and non-compliance with same shall serve as grounds for termination of the brownfield cleanup agreement.

II. Labor Law § 224-g - Summary of Provisions

1. § 224-g(1):

- i. **Prevailing wage requirements are applicable to the following remediation activities:**
 - a. all construction activities including without limitation grading, contouring, trenching, grouting, capping, excavating, incinerating, thermally treating, chemically treating, biologically treating, constructing leachate collection and treatment systems or application of innovative technologies approved by the DEC.
 - b. interim remedial measures; and
 - c. restoration of the environment.

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June 24, 2024

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HARRIS BEACH ^{PLC}
ATTORNEYS AT LAW

ii. **Prevailing wage requirements are not applicable to the following remediation activities (as identified in ECL § 27-1405):**

- a. remedial investigation and remedy selection activities needed to develop such a program (ECL § 27-1405(a));
- b. design activities (ECL § 27-1405(b));
- c. post-construction operation, maintenance, and monitoring (ECL § 27-1405(e));
- d. involvement by local governments of jurisdiction and by the general public (ECL § 27-1405(g)); or
- e. oversight by the department (ECL § 27-1405(h)).

Note: For description of work not considered to be “covered brownfield remediation work,” see description of **Labor Law § 224-g(4)** below.

2. **§ 224-g(2) – Definition of “covered brownfield remediation work”:**

- i. Project is deemed a “covered brownfield remediation work” where:
 - a. the site is seeking/has received a determination that the site is eligible for the tangible property credit; and
 - b. work is “paid for in whole or in part by public funds”, where the amount of aggregate public funds is (i) at least 30% of the total construction project costs and (ii) project costs are over \$5 million dollars.

3. **§ 224-g(3):**

a. **Definition of “paid for in whole or in part out of public funds”:**

- i. payment of money by a public entity/ third party acting on behalf of and for the benefit of a public entity, directly to or on behalf of the contractor, subcontractor, developer or owner that is not subject to repayment;
- ii. savings achieved from fees, rents, interest rates, or other loan costs, or insurance costs that are lower than market rate costs; savings from tax credits, tax abatements, tax exemptions or tax increment financing; savings from payments in lieu of taxes; and any other savings from reduced, waived, or forgiven costs that would have otherwise been at a higher or market rate except for the involvement of the public entity;
- iii. Money loaned by public entity that is repaid on a contingent basis;
- iv. Credits applied by the public entity against repayment of obligations to the public entity; or
- v. Benefits under section four hundred sixty-seven-m of the real property tax law.

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b. **Definition of “public entity”:**

- i. the state;
- ii. a local development corporation (PAL § 1801(8); NPCL § 1411);
- iii. a municipal corporation (GML § 119-n);
- iv. an industrial development agency (GML Art. 18-A);
- v. industrial development authorities (PAL Art. 8); and
- vi. any state local or interstate or international authorities (PAL § 2), including any trust created by any such entities.

4. **§ 224-g(4):**

i. **Covered brownfield remediation work” shall not include the following:**

(a)

I. Construction work performed under a pre-hire collective bargaining agreement between an owner or contractor and a bona fide building and construction trade labor organization which has established itself as the collective bargaining representative for all persons who will perform work on such a project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform work on such a project; or

II. construction work performed under a labor peace agreement, project labor agreement, or any other construction work performed under an enforceable agreement between an owner or contractor and a bona fide building and construction trade labor organization; or

(b) an affordable housing project as defined in ECL § 27-1405(29)

5. **§ 224-g(8): MWBE Requirements:**

- i. Owners/developers shall comply with the MWBE objectives and goals in Article 15-A of the Executive Law and certified service-disabled veteran-owned businesses pursuant to Veterans Service Law Art 3.