Project Summary Sheet

Storflex Solutions November 2022

Project Description

Storflex is designer and manufacturer of store shelving and walk-in coolers and freezers and is requesting support to assist in its \$34,700,000, expansion into a facility in the Town of Erwin. The proposed site is a long vacant former Corning, Inc. facility which has been deemed excess property. The company will immediately refurbish the new facility to support administration and expansion of the cooler division and within two years increase the buildings physical footprint by 150,000 sq ft.

Storflex will also purchase \$8M in machinery and equipment to increase capacity and ensure the cost competitiveness of its manufacturing operation. The new M&E will accommodate growth while maintaining cost competitiveness. Without IDA support, an alternative would be to build a state-of-the-art manufacturing facility in the Mid-West area to support company growth plans and initiatives. The Mid-West plant would become its major production and support facility for North American operations. The Corning area operation would become a secondary, more regional plant, and not the industrial center for Storflex's North American operation.

The company has increased employment from under 100 in 2019 to 171 full time currently. The project will retain 50 jobs and create 40 within the first three years and 60 within five years.

Total Project Investment	\$34,700,000
Jobs Retained Job Created	50 60
Benefit to Cost Ratio	25:1
Estimated PILOT Savings Estimated Mortgage Tax Savings Estimated Sales Tax Savings Total Savings Comments	\$637,376 \$301,250 \$664,000 \$1,602,626
Estimated Project Start Date Estimated Project Completion Date	Q1 2023 Q2 2024

Evaluative Criteria for Manufacturing

1. Private Sector Investment

The proposed project will leverage \$34,700,000 in private sector investment to repurpose and expand an existing facility in the town of Erwin which was up for auction. The project is expected to generate over \$43.6 million in state and local benefit over the life of the incentive package

2. Create or Retain Jobs

The project will retain 50 jobs and create 40 more within three years and 60 within five years with an average salary of \$52,600 a year. Without IDA support, an alternative would be to build a state-of-the-art manufacturing facility in the Mid-West area to support company growth plans and initiatives. The Mid-West plant would become its major production and support facility for North American operations. The Corning area operation would become a secondary, more regional plant, and not the industrial center for Storflex's North American operation.

Steuben County Industrial Development Agency MRB Cost Benefit Calculator

MRB group

Date

November 17, 2022

Project Title

Storflex Holdings LLC

Project Location

101 Canada Road, Painted Post

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT Project Total Investment

\$34,700,000

Temporary (Construction)

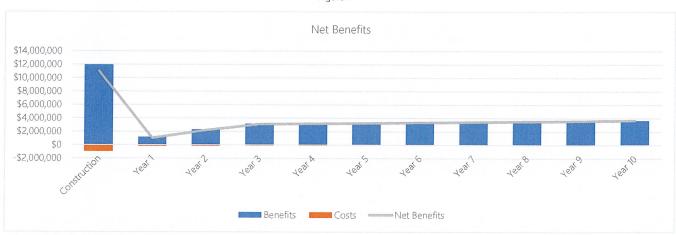
	Direct	Indirect	Total	
Jobs	165	39	204	
Earnings	\$9,327,322	\$1,979,924	\$11,307,246	
Local Spend	\$22,555,000	\$6,357,225	\$28,912,225	

Ongoing (Operations)

Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	40	23	63
Earnings	\$20,372,967	\$8,910,278	\$29,283,245

Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Total Jobs

Temporary

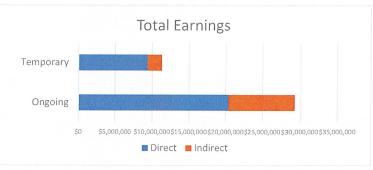
Ongoing

0 50 100 150 200 250

Direct Indirect

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Figure 3



Ongoing earnings are all earnings over the life of the PILOT.

Fiscal Impacts



\$1,602,626

Estimated Costs of Exemptions		
	Nominal Value	Discounted Value*
Property Tax Exemption	\$683,278	\$637,376
Sales Tax Exemption	\$664,000	\$664,000
Local Sales Tax Exemption	\$332,000	\$332,000
State Sales Tax Exemption	\$332,000	\$332,000
Mortgage Recording Tax Exemption	\$301,250	\$301,250
Local Mortgage Recording Tax Exemption	\$100,417	\$100,417
State Mortgage Recording Tax Exemption	\$200,833	\$200,833

\$1,648,528

State and Local Benefits

Total Costs

	Nominal Value	Discounted Value*
Local Benefits	\$41,701,600	\$38,305,034
To Private Individuals Temporary Payroll Ongoing Payroll Other Payments to Private Individuals	<u>\$40,590,491</u> \$11,307,246 \$29,283,245 \$0	\$37,324,669 \$11,307,246 \$26,017,423 \$0
To the Public Increase in Property Tax Revenue Temporary Jobs - Sales Tax Revenue Ongoing Jobs - Sales Tax Revenue Other Local Municipal Revenue	\$1.111,108 \$826,975 \$79,151 \$204,983 \$0	\$980,365 \$719,093 \$79,151 \$182,122 \$0
State Benefits	\$2,110,706	\$1,940,883
To the Public Temporary Income Tax Revenue Ongoing Income Tax Revenue Temporary Jobs - Sales Tax Revenue Ongoing Jobs - Sales Tax Revenue	<u>\$2,110,706</u> \$508,826 \$1,317,746 \$79,151 \$204,983	\$1,940,883 \$508,826 \$1,170,784 \$79,151 \$182,122
Total Benefits to State & Region	\$43,812,305	\$40,245,917

Benefit to Cost Ratio

		Benefit*	Cost*	Ratio
	Local	\$38,305,034	\$1,069,793	36:1
	State	\$1,940,883	\$532,833	4:1
Grand Total		\$40,245,917	\$1,602,626	25:1
*Discounted at 2%				

Additional Comments from IDA

Storflex is designer and manufacturer of store shelving and walk-in coolers and freezers and is requesting support to assist in its \$34,700,000, expansion into a facility in the Town of Erwin. The proposed site is a long vacant former Corning, Inc. facility which has been deemed excess property. The company will immediatley refurbish the new facility to support administration and expansion of the cooler division and within two years increase the buildings physical footprint by 150,000 sq ft.

Storflex will also purchase \$8M in machinery and equipment to increase capacity and ensure the cost competitiveness of its manufacturing operation. The

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

Yes

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Project Number: 4603 - 22-05



Application for Financial Assistance

Please complete the application and mail the *original*, *signed copy*, along with the \$1,000 application fee, to:

Steuben County IDA PO Box 393 7234 State Route 54 Bath, NY 14810

Information in the application is subject to public review under the New York State Freedom of Information Law. Please contact the IDA with any questions at 607-776-3316.

Section 1: Applicant Information (company receiving benefit)

Applicant Name: Storflex Holdings Inc

Applicant Address: 392 West Pulteney Street, Corning NY 14830

Phone: 607-962-2137 **Federal Tax ID:** 455600170

NAICS Code: 423830

Will a real estate holding company be used to own the property? Yes \square No \boxtimes

Name of real estate holding company: Type here to enter text

Federal Tax ID: Type here to enter text

Type of Entity: Privately-held Corporation **Year Established:** 2002

State in which entity is established: Deleware

Stockholders, members, or partners with 20% or more in ownership:

% Ownership		
100%		
Type here to enter text.		
Type here to enter text.		

Is the Applicant or any of its owners involved in any lawsuits which could have a financial impact on the company? Yes \square No \boxtimes
Has the Applicant or any of its owners ever been involved in a bankruptcy? Yes \square No \boxtimes
Are all owners noted above citizens of the United States? Yes $oxtimes$ No $oxtimes$
Provide a brief history of the Applicant, including operations, operating performance, changes in operations, current size and locations, products and/or services, major accounts, principal competitors, and major events affecting sales/services.
See Attached
Estimated % of sales (equal to 100%):
Within Steuben County: 3%
Outside Steuben County but in NY State: 14%
Outside New York but in U.S.: 79%
Outside U.S.: 4%
What % of annual supplies, raw materials, and vendor services are purchased from firms in Steuben County?
10%
Authorized Signatory Name: lan May
Title: CEO

Phone: 425-757-6062

Email: imay@storflex.com

Name of Corporate Contact (if different from Authorized Signatory): Same

Title: Same As Above

Phone: Same As Above

Email: Same As Above

Name of Attorney: Laura Harshbarger

Firm Name: Bond Schoeneck & King

Phone: 315-218-8314

Email:

lharshbarger@bsk.com

Section 2: Project Description and Details

Municipality(s) of current operations:

Riverside/Town of Corning

Will the Project result in the abandonment of one or more plants/facilities of the Applicant located in New York?

Yes □ No ⊠

> If Yes, explain how, notwithstanding the aforementioned closing or activity reduction, the IDA's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Applicant's competitive position in its respective industry.

Type here to enter text.

Property address(es) of Project location:

101 Canada Road, Painted Post NY

29	8.00-01-003.700, 298.00-01-003.111, 298.0	0-01-024.00
	Town/Village/City taxes are paid to: Erwin	School district taxes are paid to: Corning Painted Post
Are	property tax payments current? Yes 🗵	No □
	If no, please explain: Type here to ente	er text.
	es Applicant or any related party currently Yes □ No ⊠	hold fee title to the Project property?
	If no, provide the name of the current or	wner: Corning Property Management
	If no, does Applicant or any related part	y have an option to purchase the Project property?
Wha	at is the present use of the property? Va	cant
Wha	at is the present zoning/land use? Comm	iercial
Des	cription of the project: (check all that apply)
	☐ New construction	□ Acquisition of existing building
	□ Addition to existing building	☐ Purchase of machinery and/or equipment
	☑ Renovation of existing building	□ Other
Plea proc	se provide a narrative description of the places to be offered,	roject, including specific uses and activities that will occur at the site, as well as markets for the goods/services. Please include the impact
		ons and profitability, or other factors affecting operations.
See	Attached	
Sele	ct the project type for all end users at the s	site; you may check more than one box:
	⊠ Industrial	☐ Multi-tenant
	☐ Commercial	☐ Not-for-profit

Tax map number(s) of Project location:

☐ Retail ☐ Housing ☐ Mixed Use			e here to enter t	ext.
		Other: Type		
☐ Mixed Use		,,	e here to enter t	ext.
		Other: Type	e here to enter t	ext.
r will Applicant enter into any tenant leas If yes, please complete the chart below:	ses for this P	Project? Ye	s □ No ⊠	
Tenant Name Current L	Location	# sq. ft.	% of total sq. ft.	Business type
NameN/A Address		Type here to enter text.	Type here to enter text.	Туре
Name Address		Type here to enter text.	Type here to enter text.	Type
Name Address		Type here to enter text.	Type here to enter text.	Туре
is the Project's start date when equipments 3 is the Project's estimated completion?	nt will be or	rdered or co	nstruction begin	s?
will operations commence? 4				
construction contracts been signed? Ye	s 🗆 No 🗆]		
nancing been finalized? Yes □ No □				
part of a multi-phase project? Yes ⊠	No □			
If Yes, please explain: The project will be existing building and a future 150,000 sq fi	-			ne initial renovation of a

If Yes, has the Project received site plan approval? Yes ⊠ No □
If the Project has received site plan approval, please provide a copy of the Environmental Assessment Form including the Negative Declaration.
Please provide the IDA with the status of any other required approvals: The company is awaiting a final decision from the State on a URI funding request. No other approvals are necessary.
Will customers personally visit the Project site for Retail Sales or Services? The terms refer to (a) sales by a registered vendor under Article 28 (Section 1101(b)(4)(i)) of the Tax Law of the State of New York primarily engage in the retail sale of tangible personal property or (b) sales of a service to customers who personally visit the Project site.
Retail Sales Yes □ No ☒ Services Yes □ No ☒
If either question above is answered Yes, please complete the questions below. If not, please move on to the Financial Assistance and Project Budget section.
Retail/Service Industry-Only Questions
What percentage of the cost of the Project can be tied to the retail or service portion of the business? Type here to enter text. If the answer is less than 33%, do not complete the remainder of this section and move on to Section
3: Financial Assistance and Project Budget.
For Projects where 33% or more is tied to retail sales or service:
1. Will the Project be operated by a not-for-profit corporation? Yes \square No \square
2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region in which the project will be located? Yes* \square No \square
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 Project is to be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes* 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 □ No□

	5. Is the Project located in a highly distre	essed area, as defined b	by the US Census Bureau?	
	*If the answer to question 2 or 3 is Yes , p documentation supporting the response.		arty market analysis or other	
	Section 3: Financial	Assistance and Pro	ject Budget	
Choose th	e type of assistance being requested: (che	ck all that apply)		
	Sales Tax Exemption Yes ⊠ No □	Property Tax Exe	mption Yes ⊠ No □	
	Mortgage Tax Exemption Yes ⊠ No [☐ Tax Exempt IR Bo	nd Yes □ No ⊠	
Without fi leaving the	s. Focus on competitiveness issues, Project nancial assistance the company will focus en local operation has a small manufacturing elihood that the Project would not be under No ⊠	xpansion efforts in the center.		
should be Without fi	ect could be undertaken without financial provided financial assistance. nancial assistance the company will focus e local operation has a small manufacturing	xpansion efforts in the		
What wou	ld be the impact on the Applicant and the ?	associated municipalit	ies if the IDA does not provide financial	
leaving the	nancial assistance the company will focus e local operation has a small manufacturing ey would not receive the expected econon	center. This would neg	atively impact the local municipality	
List below the Sources and Uses of funds for the Project:				
	<u>Use of Funds</u>	Amount		

\$0

Land Acquisition:

Building Purchase:	1,200,000
Construction or Renovation – Labor :	10,700,000
Construction or Renovation – Materials:	7,800,000
Site Work/Infrastructure:	0
Machinery, Equipment, Fixtures – Taxable :	500,000
Machinery, Equipment, Fixtures – Non- Taxable :	9,500,000
Soft Costs, Professional Fees:	5,000,000
Refinance of existing debt:	\$0
Other: Type here to enter text.	\$0
Total Uses:	34,700,000
Source of Funds	<u>Amount</u>
Equity:	3,700,000
Financial Institution:	24,100,000
Public Sector Assistance:	6,900,000
Other: Type here to enter text.	\$0
Other: Type here to enter text.	\$0
Other: Type here to enter text.	\$0
Total Sources:	34,700,000
% Public Sources Used to Finance Project:	

Have any of the above costs been paid or incurred as of the date of this application? Yes \square No \boxtimes

if Yes, please describe: Type here to enter	text.			
If applying for a Mortgage Recording Tax Exemption , ple	ease list:			
Mortgage Amount:	\$24,100,000			
Mortgage Recording Tax Exemption requested (multiply mortgage amount by 1.25%):	\$301,250			
If applying for a Sales Tax Exemption*, please list:				
Total cost of goods and services that are subject to NY State and Local Sales Tax:	\$8,300,000			
Sales Tax Exemption requested (multiply total cost by 8%):	\$664,000			
*The estimated sales tax amount listed above will be provided to the New York State Department of Taxation and Finance. Applicant acknowledges that the transaction documents may 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 IDA may authorize with respect to this Application. The IDA 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.				
If applying for a <u>Property Tax Exemption</u> , IDA staff will use the information contained in this application to create an estimate of real property tax abatement, based on current property tax rates and assessed values, which will be provided to the Applicant and attached to this application.				
Section 4: Project Employment				
Is the Project necessary to retain existing employment? Yes ⊠ No □				
Is the Project necessary to expand employment? Yes ⊠ No □				

Please complete the following chart with new and retained jobs using the definitions below:

- A Retained Jobs are those that exist at the time of application.
- **B** Jobs Created are those that will be created as a result of the Project in the first year
- **C** Jobs Created are those that will be created as a result of the Project in the second year
- **D** Jobs Created are those that will be created as a result of the Project in the third year
- **E** The sum of jobs to be created during the first three years of the Project.
- **F** The average wage of those existing and created jobs for each Job Type.
- **G** The average cost of benefits offered for existing and created jobs for each Job Type.

Full Time – Any regularly-scheduled employee who works 30 hours or more each week. **Part Time** – Any employee who works less than 30 hours per week or who is employed on a temporary basis.

	Α	В	С	D	E	F	G
Job Type	Retained Jobs	# Jobs Created Year 1	# Jobs Created Year 2	# Jobs Created Year 3	Total New Jobs Created	Average Annual Wage	Average Annual Benefit Cost
Full Time							
Management	0	0	0	0	0	\$0	\$0
Professional	1	1	1	0	0	\$68,531	\$0
Administrative	0	0	0	0	0	\$0	\$0
Production	49	11	11	11	8	\$43,943	\$0
Independent Contractor	0	0	0	0	0	\$0	\$0
Other: Sales	0	3	2	0	0	\$103,368	\$0
Total FT	50	15	14	11	8	\$71,947.	\$0
Part Time							
Management	0	0	0	0	0	\$0	\$0
Professional	0	0	0	0	0	\$0	\$0
Administrative	0	0	0	0	0	\$0	\$0
Production	0	0	0	0	0	\$0	\$0
Independent Contractor	0	0	0	0	0	\$0	\$0
Other: Type here to enter text.	0	0	0	0	0	\$0	\$0
Total PT	0	0	0	0	0	\$0	\$0
Total FTE	50	15	14	11	8	\$71,947	\$0

How many of the new, FTE jobs to be created within three years will be filled by residents of the Labor Market Area that includes Steuben, Schuyler, Chemung, Yates, Allegany, and Livingston Counties?

95%

The IDA may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the IDA 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.

Please complete the chart below if Applicant provides employment at other sites in New York State:

	Address: Mutiple Sales Sites	Address: Type here to enter	Address: Type here to
		text.	enter text.
Total FTEs	6	0	0

Section 5: Representations, Certifications, and Indemnification

Before completing this section, has IDA staff reviewed all previous sections of the Application and acknowledged that they are complete? Yes \boxtimes No \square

As an authorized representative of Applicant, Add authorized rep name confirms that he/she is the Authorized rep's title of Applicant name named in the Application, and that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the IDA, also known as the "Agency," and as follows:

- 1. 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.
- 2. 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.

- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.

- 7. 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.
- 8. 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.
- 9. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency and the Agency's general counsel and/or the Agency's bond/transaction counsel, the same to be paid at the times indicated:
 - a. a non-refundable \$1,000 application and publication fee (the "Application Fee");
 - b. an amount equal to one percent (1%) of the total project costs, unless otherwise agreed to by the Agency; and
 - c. 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.
- 10. 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.

- 11. 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 8 and 9 are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- 12. 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.
- 13. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). <u>Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.</u>
- 14. The Applicant acknowledges that it has been provided a copy of the Agency's Policy for Termination of Agency Benefits and Recapture of Agency Benefits Previously Granted (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Termination and 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 of Agency financial assistance so provided and/or previously granted.
- 15. 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.
- 16. 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.
- 17. 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, as well as may lead to other possible enforcement actions.

- 18. 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.
- 19. In the event that (a) the Company does not proceed to final IDA approval within six (6) months of the date of the initial resolution and/or (b) close with the IDA on the proposed Financial Assistance within twelve (12) months of the date of the initial resolution, the IDA reserves the right to rescind and cancel all approvals provided.
- 20. 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.
- 21. The Applicant and the individual executing this Application on behalf of Applicant acknowledge receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. Applicant further acknowledges and understands that it has certain obligations as related thereto pursuant to Section 224-a(8)(a) of the New York Labor Law.

COUNTY O	F) ss.:		
			_, being first duly sworn, deposes and says:	
1.	That I am the __ I am duly auth	_	(Corporate Office) of Stortler half of the Applicant to bind the Applicant.	Holdey (Applicant) and that

STATE OF NEW YORK)

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)

§TACY L. HOUSWORTH NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01H6423141 Qualified in Steuben County
Commission Expires OCTOBER 04, 2025

Storflex Canada Road Steuben County IDA PILOT Assessment

Erwin tax Rate/\$1000	
County Tax Rate/\$1,000	
CPP School District	
Total Tax Rate/1000	
Current Taxes	
Town Tax Payment	
County Tax Payment	
CPP School District Payment	
Total Estimated Tax Revenue	

Payment	\$14,501
ax Payment	\$14,106
ol District Payment	\$65,638
imated Tax Revenue	\$94,246
l Additional Assessment	\$4,000,000
Tax Payment	\$20,520
nty Tax Payment	\$19,960
ool District Payment	\$92,880

Proposed Additional Assessment New City Tax Payment New County Tax Payment New School District Payment	Total Estimated New Revenue Mortgage	Taxable Investment IDA Sales Tax Abatement Mortgage Tax Abatement

Total 10 Year Incentive	

\$14,106 \$65,638 \$94,246	1,000,000 \$20,520 \$19,960 \$92,880 \$133,360	1,100,000 3,300,000 \$664,000 \$301,250
\$\$ \$	\$4,000,000 \$20,520 \$19,960 \$92,880 \$133,360	\$24,100,000 \$8,300,000 \$664,000 \$301.250

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Abatement Year	Current	Expansion Total	Total	PILOT on	Total Payment	Savings
	Taxes	w/out PILOT Liability	Liability	Expansion	Existing and PILOT	
			W/Out			
			PILOT			
2022	\$94,246	\$133,360	\$227,606	\$13,336	\$107,582	\$120,024
2023	\$96,130	\$136,027	\$232,158	\$27,205	\$123,336	\$108,822
2024	\$98,053	\$138,748	\$236,801	\$41,624	\$139,677	\$97,123
2025	\$100,014	\$141,523	\$241,537	\$56,609	\$156,623	\$84,914
2026	\$102,014	\$144,353	\$246,368	\$72,177	\$174,191	\$72,177
2027	\$104,055	\$147,240	\$251,295	\$88,344	\$192,399	\$58,896
2028	\$106,136	\$150,185	\$256,321	\$105,130	\$211,265	\$45,056
2029	\$108,258	\$153,189	\$261,447	\$122,551	608;0873	\$30,638
2030	\$110,424	\$156,252	\$266,676	\$140,627	\$251,051	\$15,625
2031	\$112,632	\$159,378	\$272,010	\$159,378	\$272,010	\$
	\$1,031,962	\$1,460,255 \$2,492,217	\$2,492,217	\$744,815	\$1,858,943	\$633,274

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information				
Storflex				
Name of Action or Project:	t)			
Resubdivision and Site Plan Approval - Canada Road	i.j			
Project Location (describe, and attach a location map):				
Canada Road - Corning, Inc. Properties				
Brief Description of Proposed Action:				
Suvdivide 14.09 acres off tax map parcel no. 298.00-01-003.111 and resub to combine the 1 298.00-01-003.700 and a Site Plan Amendment to convert 75,000 sf intocombined office/light loading docks. Under consideration is a Future phase that may include the construction of a approximately 74,800 sf currently occupied by Corning, Inc.	nt manufacturing including alters	ition of exterior to add		
Name of Applicant or Sponsor: Telephone: (607) 367-7335				
Storflex E-Mail: IMay@Storflex.com				
Address: 392 W. Pulteney St.				
City/PO: Corning State: NY Zip Code: 14830				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.				
2. Does the proposed action require a permit, approval or funding from any other government Agency? NO YES If Yes, list agency(s) name and permit or approval: IDA & EOC				
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/-20/18 acres acres +/-20.18 acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: Urban Rural (non-agriculture) Industrial Commerci Forest Agriculture Aquatic Other(Spe		an)		

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?		V	
b. Consistent with the adopted comprehensive plan?		V	
		NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?			V
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		NO	YES
If Yes, identify:		V	
		NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels? Trapene with not increase beyond what the booking was designed and built for.			V
b. Are public transportation services available at or near the site of the proposed action?			4
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	·		V
9. Does the proposed action meet or exceed the state energy code requirements?	}	NO	YES
If the proposed action will exceed requirements, describe design features and technologies:			
N/A			V
10. Will the proposed action connect to an existing public/private water supply?		NO	YES
If No, describe method for providing potable water:			V
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
If No, describe method for providing wastewater treatment:			V
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district	:	NO	YES
which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the		V	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			V
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	,		同
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:			
	1	and the other	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
Shoreline Forest Agricultural/grasslands Early mid-successional		
Wetland Urban Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES
Federal government as threatened or endangered?		V
Timber Rothberinke, Green Floater	<u> </u>	
16. Is the project site located in the 100-year flood plan?	NO	YES
	4	Ш
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	V	
a. Will storm water discharges flow to adjacent properties?	V	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	2	
If Yes, briefly describe:	7 777	
	NO	YES
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	TES
If Yes, explain the purpose and size of the impoundment:		<u> </u>
	2	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste	NO	YES
management facility? If Yes, describe:		
11 1 00, 00001300.	4	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or	NO	YES
completed) for hazardous waste?		
If Yes, describe:		V
dentified by EAF Mapper (page attached)	<u> </u>	لسنيا
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BE	ST OF	
MY KNOWLEDGE		
Applicant/sponsor/name: /Ar MAY Date: 10 18/2	072	
Signature:Title:		

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

	109-111 Cunada road	No, or small impact may occur	Moderate to large impact may occur
1.	Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	ho	
2.	Will the proposed action result in a change in the use or intensity of use of land?	No	
3.	Will the proposed action impair the character or quality of the existing community?	10	
4.	Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	no	
5.	Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	no	
6.	Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	no	
7.	Will the proposed action impact existing: a. public / private water supplies?		moderate
	b. public / private wastewater treatment utilities?	40	moderati
8.	Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	mo	
9.	Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	no.	
10.	Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	10	
11.	Will the proposed action create a hazard to environmental resources or human health?	NO	

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

that the proposed action may result in one or more pote	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.		
Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.			
* Town of Erwin PB	11/7/2022		
Name of Lead Agency MATHEW MASCYN	Chairman.		
Print or Type Name of Responsible Officer in Lead Agency M CW M M M M M M M M M M M M M M M M M M	Title of Responsible Officer		
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)		