

**Steuben County Industrial Development Agency
7234 Route 54 North
PO Box 393
Bath, NY 14810
September 28, 2023
Regular Meeting Notice**

Steuben County Industrial Development Agency will hold a Regular Business Meeting at 12:00 pm on September 28, 2023. This meeting is open to the public and those wishing to view the meeting as it is held may do so by visiting:

[September 28, 2023 Meeting Link](#)

Sincerely,

Mark Alger
Board Chair

Steuben County Industrial Development Agency
Regular Meeting of the Board of Directors
Agenda
September 28, 2023, 12:00 pm

- | | | |
|----|---|---------|
| 1. | Call to Order – Quorum Present | Alger |
| 2. | Secretary’s Report:
August 24, 2023 Minutes | Strobel |
| 3. | Treasurer’s Report:
August 2023 Financials | Russo |
| 4. | New Business: | |
| | a) Riedman/CFA Apartments, LLC | Johnson |
| | b) Appointment of Nominating Committee | Johnson |
| | i. Mark Alger | |
| | ii. Michelle Caulfield | |
| | iii. Chris Sharkey | |
| | c) Foundry Site – FAST NY application | Johnson |
| 5. | Old Business: | |
| | a) Empire Long Distance/Empire Telephone Final Resolution | Staats |
| 6. | Project Updates | Johnson |
| 7. | Adjournment | Alger |

**Steuben County Industrial Development Agency
Board of Director's Meeting
Minutes of the Regular Meeting August 24, 2023**

- I. **Call To Order:** The Regular Meeting of the Steuben County Industrial Development Agency (IDA) was called to order at 12:06 pm by Chairman Mark Alger. Chairman Alger confirmed that there was a quorum present.

Present:	Mark Alger	Chairman
	Scott VanEtten	Vice Chair
	Dean Strobel	Secretary
	Tony Russo	Treasurer
	Mike Davidson	Member
	Christine Sharkey	Member
	Steve Maier	IDA Counsel
	James Johnson	Executive Director
	Jill Staats	Deputy Director
	Russ Gaenzle	IDA Counsel (via Zoom)

Absent: Michelle Caulfield Member

Guests: Russ Eliason Empire
Mark Bristol Empire

- II. **Secretary's Report:** A motion to approve the July 27, 2023 Regular Meeting Minutes of the IDA as presented in the board materials was made by VanEtten and seconded by Sharkey. All voted in favor and the motion passed.

- III. **Treasurer's Report:** Russo provided an overview of the July 2023 financials. Johnson added that there are other administrative fees to be collected in 2023. A motion to approve the financial statements as presented and included in the board materials was made by Davidson and seconded by Strobel. All voted in favor and the motion passed.

IV. **New Business:**

- a) **Empire Long Distance/Empire Telephone Corporation Application:** Staats presented the joint request for assistance for the \$4.390 million project in Prattsburgh. Russ Eliason, Empire's CFO, and the project's consultant, Mark Bristol, provided an overview of the company's success and growth to date as well as the need for the project. VanEtten asked if the service vehicles were incremental or would replace existing vehicles; Eliason confirmed they would be new vehicles added to the fleet due to growth. Sharkey made a motion to accept the application as presented and schedule a public hearing pending approval of

the environmental review; VanEtten seconded the motion. All voted in favor and the motion passed.

- b) **Clean Tech Corridor:** Johnson advised members that he's been working with the Broome County IDA and other regional agencies on a white paper to address the future of renewable energy and clean tech opportunities in the Southern Tier. The effort will lead to an RFP for a study to inventory assets and provide a SWOT analysis to recommend a direction for business attraction and retention in this field of next-gen technologies.

V. Old Business:

- a) **PPP Future Development Benefits Extension:** The Board passed a motion to accept an application for assistance from PPP Future Development at the November 2022 meeting. Johnson explained that the project has been stalled due to discussions with DOT about a turning lane. Because the project has not moved to final approval within six months, it must come back to the Board for an extension. Johnson cited the letter from PPP ownership requesting a six-month extension through October. Davidson made a motion to approve the request which was seconded by Strobel. All voted in favor and the motion passed.
- b) **Momentum Benefits Extension:** The Board passed a motion to accept an application for assistance from Momentum of Western NY at the July 2022 meeting and provided final approval at the January 2023 meeting. Because the project has not closed within one year of the date of the Initial Resolution, it must come back to the Board for an extension. Staats cited the extension request letter from Momentum management and explained that the company needs to be further along in the DEC approval process before it can start site work, which management hopes to receive in the coming months so it can close on IDA assistance and start before winter. Sharkey made a motion to approve the request which was seconded by Russo. All voted in favor and the motion passed.
- c) **LP Railroad Upgrade:** Johnson reminded members that ARC approved funding to upgrade the rail and rail crossing in Bath that will be used by the new LP facility. He noted that DOT, which is administering the grant and also providing funding, is concerned about cost increases due to inflation and asked who would be paying for those increases. B&H commented that there will be an increase of about \$115,000 associated with cement work, but because B&H employees are doing the work that number may come down. B&H is committed to covering any increase that results. While reviewing this with B&H, Johnson found that there was no official dollar amount in place for the fee to be paid to the IDA once B&H rail traffic gets to a certain point as has been established on other sections of the agency owned rail line. His initial thoughts are that if additional funds are

needed to cover capital expenses on this section of line, the IDA forfeits any income for an agreed amount of time. This will need to be worked out with B&H management and a formal proposal brought back to the Board for approval.

VI. Project Updates: Johnson noted that work on the Dana Lyon building in Bath will begin in November and reminded members that the IDA approved financial support, if needed, for the Waterman Arts Center once an acceptable business plan is provided. He also provided an update on David Riedman's projects in Corning. The Riedman projects are all performing well however substantial investment has been made to infrastructure at Academy Place to replace and protect the facility from hard water supplied by the City of Corning.

VII. Executive Session: Public Officers Law, Article 7 Open Meetings Law – Section 105, Paragraph 1g - Proposed acquisition of real property. The Board entered Executive Session at 12:50 pm. The motion was made by VanEtten and seconded by Russo. All voted in favor and the motion passed.

The Board left Executive Session at 1:05 pm. A motion to leave was made by VanEtten and seconded by Sharkey. All voted in favor and the motion passed.

VIII. Adjournment: Sharkey made a motion to adjourn the meeting at 1:06 pm, which was seconded by Strobel. All voted in favor and the motion passed.

Respectfully submitted,
Dean Strobel
Secretary

SCIDA
Balance Sheet
 As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
200 · Five Star Bank checking	1,359,663.97
209 · Escrow Project Account	12,316.15
210 · Petty cash	100.00
213 · Five Star CD 225274906	612,700.71
215 · Chemung Canal Trust Company	1,470,192.97
218 · Five Star CD 225343789	1,009,500.00
Total Checking/Savings	4,464,473.80
Total Current Assets	4,464,473.80
Fixed Assets	
100 · Land - B&W Railroad	380,250.00
101 · B&H Railroad	102,653.00
102 · B&H Railroad Equipment	14,250.00
103 · Building - Office	161,544.00
104 · Engine House - Livonia	100,000.00
106 · Land - Railroad	39,979.00
107 · Office Equipment	33,968.35
108 · B&W Railroad	380,250.00
109 · Building Improvements	54,260.00
111 · B & H Railroad	922,522.80
112 · Accumulated Depreciation	-946,831.24
150 · Website Design	30,000.00
Total Fixed Assets	1,272,845.91
Other Assets	
151 · Accumulated Amortization	-30,000.00
180 · Pension Asset	72,419.00
199 · Deferred Outflows of Resources	164,578.00
Total Other Assets	206,997.00
TOTAL ASSETS	5,944,316.71
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	831.96
261 · Deferred Inflows of Resources	260,359.00
Total Other Current Liabilities	261,190.96
Total Current Liabilities	261,190.96
Total Liabilities	261,190.96
Equity	
1110 · Retained Earnings	5,400,119.74
1120 · Temp Restricted-Millennium	153,557.41
1125 · Temp. Restricted Infrastructure	12,316.27
Net Income	117,132.33
Total Equity	5,683,125.75
TOTAL LIABILITIES & EQUITY	5,944,316.71

SCIDA

Profit & Loss Budget Performance

August 2023

	Aug 23	Budget	Jan - Aug 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
2140 · Administrative Income	1,000.00	130,886.25	419,125.00	1,047,090.00	1,570,635.00
2401 · Interest Income	243.50	708.33	11,371.37	5,666.68	8,500.00
2770 · Miscellaneous Income	0.00	166.67	1,867.25	1,333.36	2,000.00
2810 · Business Development Support	0.00	0.00	75,000.00	75,000.00	75,000.00
2813 · Grant Income Site Development	0.00	16,000.00	0.00	128,000.00	200,000.00
Total Income	1,243.50	147,761.25	507,363.62	1,257,090.04	1,856,135.00
Gross Profit	1,243.50	147,761.25	507,363.62	1,257,090.04	1,856,135.00
Expense					
6145 · Continuing Education	0.00	743.00	4,009.35	5,944.00	8,927.00
6160 · Dues and Subscriptions	384.62	766.00	8,339.79	6,128.00	9,200.00
6180 · Insurance					
6181 · Health Insurance	3,135.75	3,750.00	33,621.75	30,000.00	45,000.00
6182 · Dental Insurance	459.72	186.50	1,685.64	1,492.00	2,238.00
6183 · Allowances	975.50	975.50	7,316.25	7,804.00	11,706.00
6185 · Liability Insurance	2,863.00	833.33	10,945.48	6,666.64	10,000.00
6190 · Disability Insurance	480.24	141.66	1,939.84	1,133.28	1,700.00
6195 · Life Insurance	0.00	112.50	1,254.99	900.00	1,350.00
6196 · Workers' Compensation	0.00	145.83	2,961.00	1,166.64	1,750.00
Total 6180 · Insurance	7,914.21	6,145.32	59,724.95	49,162.56	73,744.00
6240 · Miscellaneous Office Expenses	72.37	250.00	349.89	2,000.00	3,000.00
6250 · Postage and Delivery	127.48	250.00	1,045.20	2,000.00	3,000.00
6270 · Professional Fees					
6650 · Accounting	0.00	0.00	9,500.00	9,500.00	9,500.00
6655 · Consulting	0.00	1,250.00	0.00	10,000.00	15,000.00
Total 6270 · Professional Fees	0.00	1,250.00	9,500.00	19,500.00	24,500.00
6276 · Infrastructure Development Fees	0.00		752.82		
6277 · Site Development	0.00	20,833.33	0.00	166,666.64	250,000.00
6340 · Telephone	293.84	312.50	2,343.96	2,500.00	3,750.00
6350 · Travel & Ent	18.34	666.66	977.25	5,333.28	8,000.00
6390 · Utilities	198.43	358.33	1,632.75	2,866.64	4,300.00

SCIDA Profit & Loss Budget Performance August 2023

	Aug 23	Budget	Jan - Aug 23	YTD Budget	Annual Budget
6465 · Community Engagement	0.00	541.66	0.00	4,333.28	6,500.00
6495 · Cleaning	230.00	250.00	1,840.00	2,000.00	3,000.00
6505 · Conferences	500.00	541.66	5,231.28	4,333.28	6,500.00
6515 · Copier	183.14	208.33	1,661.04	1,666.64	2,500.00
6535 · Internet access	60.00	65.00	480.00	520.00	780.00
6540 · Legal Services	0.00	375.00	4,000.00	3,000.00	4,500.00
6545 · Maintenance	2,576.52	4,166.66	14,119.02	33,333.28	50,000.00
6550 · Office Supplies	183.88	397.91	853.16	3,183.28	4,775.00
6560 · Payroll Expenses	24,360.80	27,466.66	231,226.13	219,733.36	329,600.00
6561 · Payroll Taxes	1,926.58	2,145.83	18,156.42	17,166.68	25,750.00
6576 · Project Costs	1,378.79	2,083.33	6,766.93	16,666.68	25,000.00
6590 · Refuse	36.00	36.00	252.00	293.00	437.00
6595 · Retirement	0.00	0.00	0.00	0.00	36,988.00
6625 · Technology upgrades	105.00	416.66	1,108.75	3,333.36	5,000.00
6645 · Marketing	2,400.00	2,083.33	8,707.75	16,666.68	25,000.00
6647 · Manufacturing Day Video & Event	4,550.00	679.41	4,550.00	5,435.36	8,153.00
6651 · Payroll Fees	326.90	223.16	2,602.85	1,785.36	2,678.00
Total Expense	47,826.90	73,255.74	390,231.29	595,551.36	925,582.00
Net Ordinary Income	-46,583.40	74,505.51	117,132.33	661,538.68	930,553.00
Net Income	-46,583.40	74,505.51	117,132.33	661,538.68	930,553.00

Project Summary Sheet

Academy Place

September 22, 2023

Project Description

The Academy Place Apartments received an incentive in 2013 when Purcell Development renovated the former CFA middle school into a residential project. Since then, the project has found that as a result of the water quality in the City they have had to replace all appliances and install water softeners in the individual units. Now they are faced with the installation of a new boiler system along with necessary filtration systems to protect against sediment in the water. In addition, at the time the incentives were provided the schedule was established as a fixed payment PILOT based on the projected assessed value of \$4.7 million +2% annually and the 2013 tax rates. At this time it is being proposed the PILOT be adjusted to the actual assessed value of \$5.9 million and the current tax rates.

Total Project Investment	\$218,272
Jobs Retained	2.5
Job Created	0
Benefit to Cost Ratio	18:1 based on the additional incentives being provided
Estimated PILOT Benefit	\$74,674
Estimated Sales Tax Savings	\$16,982
Mortgage Tax Benefit	
Total Savings	\$91,656
Comments	This is a restated benefit and we have agreed to a fee of \$6,000 to be split with Harris Beach for legal expenses
Estimated Project Start Date	October 2023
Estimated Project Completion Date	November 2023

Evaluative Criteria for Residential/Housing

1. Private Sector Investment
The proposed project will leverage \$218,272 in private sector investment in the heart of the City of Corning.
2. Create or Retain Jobs
The project will retain 2FT and 1 PT jobs but it will help promote talent attraction efforts of area businesses. The lack of housing to support talent attraction which is an identified demand in the region



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: CFA Apartments, LLC

Applicant Address: 566 Coffeen Street, Watertown, NY 13601

Phone: 315-782-1050

Federal Tax ID: 46-5235279

NAICS Code: ~~5311~~ 23616

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

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

Federal Tax ID: Type here to enter text

Type of Entity: Limited Liability Company

Year Established: 2016

State in which entity is established: New York

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

Name	% Ownership
Mark S Purcell	50%
Maria F Purcell	50%
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 No

Has the Applicant or any of its owners ever been involved in a bankruptcy? Yes No

Are all owners noted above citizens of the United States? Yes No

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.

In 2014, applicants purchased and redeveloped CFA Apartments, LLC also known as Academy Place, a former school building. The building is 5 stories and contains 58 market rate residential apartment units, rental office, club house, fitness center, and other amenities.

Estimated % of sales (equal to 100%):

Within Steuben County: 100%

Outside Steuben County but in NY State: N/A

Outside New York but in U.S.: N/A

Outside U.S.: N/A

What % of annual supplies, raw materials, and vendor services are purchased from firms in Steuben County?

100%

Authorized Signatory Name: Mark S Purcell

Title: Member

Phone: 315-782-1050

Email: mark@purcellconstruction.com, and tschneider@purcellconstruction.com

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

Title: President and CEO of Management Company

Phone: 585-232-2600 x 101

Email: driedman@riedman.com

Name of Attorney: Type here to enter text.

Firm Name: Type here to enter text.

Phone: Type here to enter text.

Email: Type here to enter text.

Section 2: Project Description and Details

Municipality(s) of current operations:

City 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:

Type here to enter text.

Tax map number(s) of Project location:

317.12-02-062 and 317.52-01-060.000

Town/Village/City taxes are paid to:

City of Corning

School district taxes are paid to:

Corning

Are property tax payments current? Yes No

If no, please explain: Type here to enter text.

Does Applicant or any related party currently hold fee title to the Project property?

Yes No

If no, provide the name of the current owner: Type here to enter text.

If no, does Applicant or any related party have an option to purchase the Project property?

Yes No

What is the present use of the property? Residential apartments

What is the present zoning/land use? Residential apartments

Description of the project: (check all that apply)

<input type="checkbox"/> New construction	<input type="checkbox"/> Acquisition of existing building
<input type="checkbox"/> Addition to existing building	<input checked="" type="checkbox"/> Purchase of machinery and/or equipment
<input type="checkbox"/> Renovation of existing building	<input type="checkbox"/> Other

Please provide a narrative description of the project, including specific uses and activities that will occur at the site, products to be made or services to be offered, as well as markets for the goods/services. Please include the impact of this project on Applicant in terms of operations and profitability, or other factors affecting operations.

Installation of new boilers due to damaged by contaminants in water.

Select the project type for all end users at the site; you may check more than one box:

<input type="checkbox"/> Industrial	<input type="checkbox"/> Multi-tenant
<input type="checkbox"/> Commercial	<input type="checkbox"/> Not-for-profit
<input type="checkbox"/> Back Office	<input type="checkbox"/> Healthcare
<input type="checkbox"/> Retail	<input type="checkbox"/> Other: Type here to enter text.
<input checked="" type="checkbox"/> Housing	<input type="checkbox"/> Other: Type here to enter text.
<input type="checkbox"/> Mixed Use	<input type="checkbox"/> Other: Type here to enter text.

Has or will Applicant enter into any tenant leases for this Project? Yes No

If yes, please complete the chart below:

Tenant Name	Current Location	# sq. ft.	% of total sq. ft.	Business type
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.	Type
Name	Address	Type here to enter text.	Type here to enter text.	Type

What is the Project's start date when equipment will be ordered or construction begins?

October 1, 2023

What is the Project's estimated completion?

November 1, 2023

When will operations commence?

October 10, 2023

Have construction contracts been signed? Yes No

Has financing been finalized? Yes No

Is this part of a multi-phase project? Yes No

If Yes, please explain: Type here to enter text.

Have site plans been submitted to the appropriate planning board? Yes No

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:

None

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 engaged 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 No

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* 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 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 distressed area, as defined by the US Census Bureau?

Yes No

*If the answer to question 2 or 3 is **Yes**, please provide a third-party market analysis or other documentation supporting the response.

Section 3: Financial Assistance and Project Budget

Choose the type of assistance being requested: (check all that apply)

Sales Tax Exemption Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Property Tax Exemption Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Mortgage Tax Exemption Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Tax Exempt IR Bond Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Describe the reasons why the IDA's assistance is necessary, and the effect the Project will have on Applicant's operations. Focus on competitiveness issues, Project shortfalls, etc.

These boilers have only been in use for 7 years and have been damaged by contaminants in the City of Corning water. This is a significant financial hardship for the project. The IDA's assistance with sales tax exemption will help lessen the burden. We are also requesting the remaining years PILOT be adjusted so as to eliminate the large jumps in PILOT value that occur on the existing schedule.

Is there likelihood that the Project would not be undertaken but for the financial assistance provided by the IDA?

Yes No

If the Project could be undertaken without financial assistance provided by the IDA, explain below why the Project should be provided financial assistance.

We need relief on the existing PILOT schedule as well as sales tax relief for the boiler replacement.

What would be the impact on the Applicant and the associated municipalities if the IDA does not provide financial assistance?

The project will be in financial distress.

List below the Sources and Uses of funds for the Project:

<u>Use of Funds</u>	<u>Amount</u>
Land Acquisition:	\$0
Building Purchase:	\$0
Construction or Renovation – Labor:	\$0
Construction or Renovation – Materials:	\$0
Site Work/Infrastructure:	\$0
Machinery, Equipment, Fixtures – Taxable:	\$212,272
Machinery, Equipment, Fixtures – Non-Taxable:	\$0
Soft Costs, Professional Fees:	\$0
Refinance of existing debt:	\$0
Other: IDA Fee	\$6,000
Total Uses:	\$218,272
<u>Source of Funds</u>	<u>Amount</u>
Equity:	\$218,272
Financial Institution:	\$0
Public Sector Assistance:	\$0
Other: Type here to enter text.	\$0
Other: Type here to enter text.	\$0
Other: Type here to enter text.	\$0
Total Sources:	\$218,272
% Public Sources Used to Finance Project:	

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

If Yes, please describe: Type here to enter text.

If applying for a **Mortgage Recording Tax Exemption**, please list:

Mortgage Amount: \$0

Mortgage Recording Tax Exemption requested (multiply mortgage amount by 1.25%): \$0

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: \$212,272

Sales Tax Exemption requested (multiply total cost by 8%): \$16,982

*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 **Property Tax Exemption**, 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.

Job Type	A Retained Jobs	B # Jobs Created Year 1	C # Jobs Created Year 2	D # Jobs Created Year 3	E Total New Jobs Created	F Average Annual Wage	G Average Annual Benefit Cost
Full Time							
Management	1	0	0	0	0	\$0 48,750	\$0 14,250
Professional	0	0	0	0	0	\$0	\$0
Administrative	1	0	0	0	0	\$0 39,800	\$0 11,700
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 FT	2	0	0	0	0	\$0	\$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	1	0	0	0	0	\$0 15,600	\$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	1	0	0	0	0	\$0	\$0

Total FTE	2	0	0	0	0	\$0	\$0
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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?

Type here to enter text.

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: Type here to enter text.	Address: Type here to enter text.	Address: Type here to enter text.
Total FTEs	0	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 No

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). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
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.

STATE OF NEW YORK)
COUNTY OF) ss.:

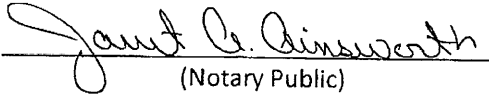
_____, being first duly sworn, deposes and says:

1. That I am the _____ (Corporate Office) of _____ (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 22 day of September, 2023.



(Notary Public)

JANETA A. AINSWORTH
Notary Public
Jefferson County, New York
No. 01AI500496
Commission Expires Aug. 17, 2026

	Assessment with 2% Growth	Original Tax Projection	Current Payment w/front end savings	Current Assessment	Taxes with Current Assessment	PILOT on Current Assessment	New PILOT w/out front end savings	Payment from front end	New w/front end savings	Difference in PILOT Payment
1	\$4,700,000									
2	\$4,794,000									
3	\$4,889,880									
4	\$4,987,678									
5	\$5,087,431									
6	\$5,189,180									
7	\$5,292,963									
8	\$5,398,823									
9	\$5,506,799									
10	\$5,616,935	\$265,288	\$103,358	\$5,900,000	\$276,769	\$166,061	\$114,839	\$20,000	\$114,839	-\$11,481
11	\$5,729,274	\$270,594	\$108,664	\$5,900,000	\$276,769	\$166,061	\$117,136	\$30,000	\$117,136	-\$8,472
12	\$5,843,859	\$276,005	\$114,075	\$5,900,000	\$276,769	\$166,061	\$119,478	\$50,000	\$119,478	-\$5,403
13	\$5,960,736	\$281,526	\$119,596	\$5,900,000	\$276,769	\$166,061	\$121,868	\$50,000	\$121,868	-\$2,272
14	\$6,079,951	\$287,156	\$125,226	\$5,900,000	\$276,769	\$166,061	\$124,305	\$20,000	\$124,305	\$921
15	\$6,201,550	\$292,899	\$150,969	\$5,900,000	\$276,769	\$166,061	\$126,791	\$30,000	\$126,791	\$4,178
16	\$6,325,581	\$298,757	\$166,827	\$5,900,000	\$276,769	\$166,061	\$129,327	\$30,000	\$129,327	\$7,500
17	\$6,452,093	\$304,732	\$192,802	\$5,900,000	\$276,769	\$166,061	\$131,914	\$50,000	\$131,914	\$10,888
18	\$6,581,135	\$310,827	\$198,897	\$5,900,000	\$276,769	\$166,061	\$134,552	\$50,000	\$134,552	\$14,345
19	\$6,712,757	\$317,044	\$205,113	\$5,900,000	\$276,769	\$166,061	\$137,243	\$50,000	\$137,243	\$17,870
20	\$6,847,013	\$323,384	\$211,454	\$5,900,000	\$276,769	\$166,061	\$139,988	\$50,000	\$139,988	\$21,466
		\$323,384	\$222,922	\$5,900,000	\$276,769	\$166,061	\$142,788	\$55,000	\$142,788	\$25,134
		\$3,228,212	\$1,919,904		\$3,321,228			\$305,000	\$1,845,230	\$74,673

Steuben County Industrial Development Agency

MRB Cost Benefit Calculator

Date: September 22, 2023
 Project Title: CFA Apartments LLC
 Project Location: 11 West 3rd Street, Corning NY



Economic Impacts

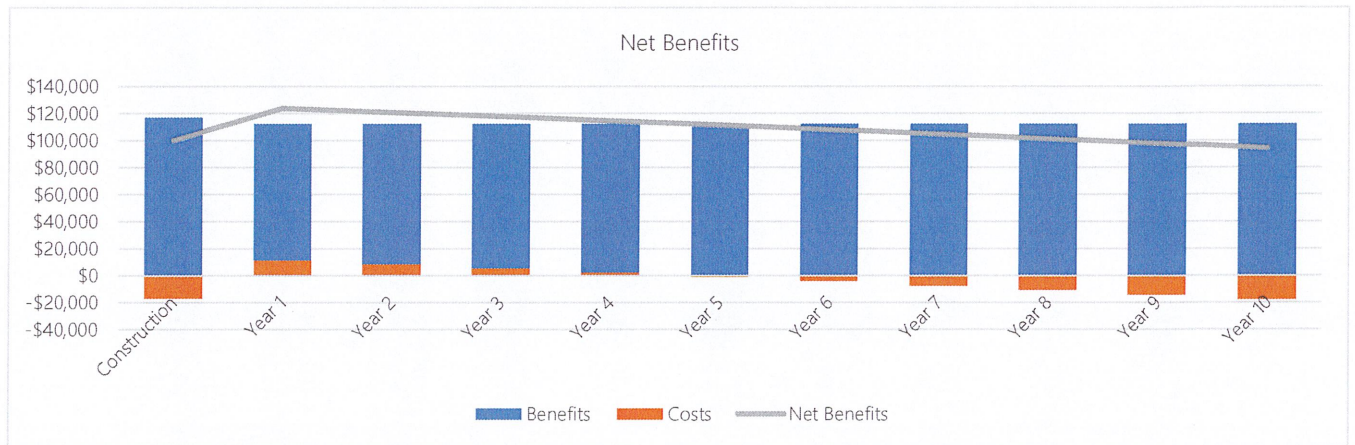
Summary of Economic Impacts over the Life of the PILOT

Project Total Investment
 \$218,272

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		2	0	3
Earnings		\$91,482	\$19,204	\$110,686
Local Spend		\$218,272	\$61,399	\$279,671

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		2	0	2
Earnings		\$1,053,000	\$221,045	\$1,274,045

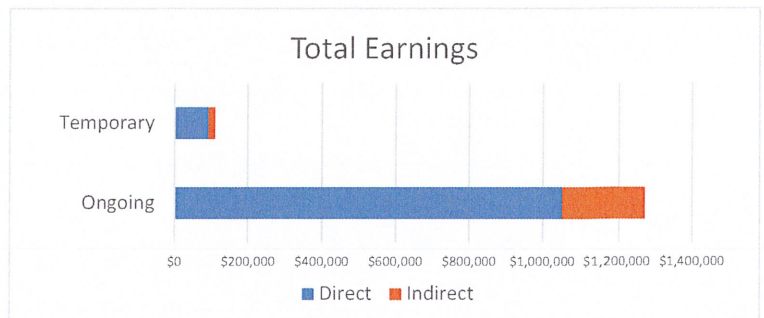
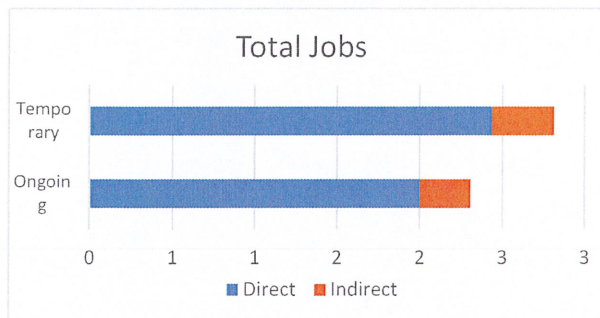
Figure 1



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

Figure 2

Figure 3



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$74,674	\$57,522
Sales Tax Exemption	\$16,982	\$16,982
Local Sales Tax Exemption	\$8,491	\$8,491
State Sales Tax Exemption	\$8,491	\$8,491
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$91,656	\$74,504

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$1,319,750	\$1,184,586
To Private Individuals	\$1,384,731	\$1,233,474
Temporary Payroll	\$110,686	\$110,686
Ongoing Payroll	\$1,274,045	\$1,122,788
Other Payments to Private Individuals	\$0	\$0
To the Public	(\$64,981)	(\$48,888)
Increase in Property Tax Revenue	(\$74,674)	(\$57,522)
Temporary Jobs - Sales Tax Revenue	\$775	\$775
Ongoing Jobs - Sales Tax Revenue	\$8,918	\$7,860
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$72,006	\$64,141
To the Public	\$72,006	\$64,141
Temporary Income Tax Revenue	\$4,981	\$4,981
Ongoing Income Tax Revenue	\$57,332	\$50,525
Temporary Jobs - Sales Tax Revenue	\$775	\$775
Ongoing Jobs - Sales Tax Revenue	\$8,918	\$7,860
Total Benefits to State & Region	\$1,391,756	\$1,248,727

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$1,184,586	\$66,013	18:1
State	\$64,141	\$8,491	8:1
Grand Total	\$1,248,727	\$74,504	17:1

*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 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

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

FINAL RESOLUTION
(CFA Apartments LLC Project)

A regular meeting of the Steuben County Industrial Development Agency was convened on Thursday, September 28, 2023.

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

Resolution No. 09/2023 - _____

RESOLUTION OF THE STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) ACCEPTING AN APPLICATION WITH RESPECT TO A CERTAIN PROJECT (DESCRIBED BELOW); (ii) APPOINTING CFA APARTMENTS LLC AS AGENT OF THE AGENCY TO UNDERTAKE THE PROJECT; (iii) MAKING A DETERMINATION UNDER ARTICLE 8 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY WITH RESPECT TO THE PROJECT IN THE FORM OF (a) A SALES AND USE TAX EXEMPTION AND (b) A PARTIAL REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH AN AMENDED AND RESTATED TAX AGREEMENT; (v) AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT, AMENDED AND RESTATED LEASE AGREEMENT, AMENDED AND RESTATED LEASEBACK AGREEMENT AND AN AMENDED AND RESTATED TAX AGREEMENT WITH RESPECT TO THE PROJECT AND RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 178 of the Laws of 1972 of the State of New York, as amended (hereinafter collectively called the "Act"), the **STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter called the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, the Agency previously undertook a certain project (the "2014 Project") for the benefit of CFA Apartments LLC (the "Company") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in certain property located at 11 West Third Street, City of Corning, Steuben County, New York (the "Land") and the existing improvements located thereon, consisting principally of the existing vacant approximately 98,000 square-foot Corning Free Academy Middle School (the "2014 Existing Improvements"), (ii) the renovation and retrofitting of the 2014 Existing Improvements to accommodate five-stories (basement level, ground floor level and three stories above ground floor level) which contain in the aggregate approximately 58 market-rate residential apartment units, a rental office, club house, gymnasium, fitness center, storage units, historically preserved auditorium, common areas, sixty-

four parking spaces (of which twenty-eight will be covered), grading, landscaping and related sitework improvements (the "2014 Improvements"), and (iii) the acquisition and installation in and around the 2014 Improvements of certain items of equipment, machinery and other tangible personal property (the "2014 Equipment", and collectively with the Land and the 2014 Improvements, the "2014 Facility"); and

WHEREAS, in furtherance of the 2014 Project, the Agency and the Company entered into: (i) an Agent Agreement, (ii) a Lease Agreement (and memorandum), (iii) a Leaseback Agreement (and memorandum), (iv) a Payment-in-Lieu-of-Tax Agreement and (v) related documents (collectively, the "2014 Agency Documents"), whereby the Agency appointed the Company to undertake the 2014 Project and provided the Company with certain forms of financial assistance (the "2014 Financial Assistance"); and

WHEREAS, the Company has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the retention by the Agency of a leasehold interest in the Land containing the 2014 Existing Improvements and 2014 Improvements; (ii) the renovation of the 2014 Facility (the "Improvements") and (iii) the acquisition of and installation in and around the Land and the Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, pursuant to Article 18-A of the Act the Agency desires to adopt a resolution describing the Project and the Financial Assistance (as defined below) that the Agency is contemplating with respect to the Project; and

WHEREAS, it is contemplated that the Agency will (i) negotiate and enter into an agent, financial assistance and project agreement, pursuant to which the Agency will appoint the Company as its agent for the purpose of undertaking the Project (the "Project Agreement"), (ii) negotiate and enter into an amended and restated lease agreement (the "Lease Agreement"), related amended and restated leaseback agreement (the "Leaseback Agreement"), and an amended and restated tax agreement (the "Tax Agreement"), (iii) retain a leasehold interest in the 2014 Facility and take a leasehold interest in the Improvements and the Equipment and the personal property constituting the Facility (once the Lease Agreement, Leaseback Agreement and Tax Agreement have been negotiated), and (iv) provide Financial Assistance to the Company in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, reconstruction, renovation and equipping of the Facility and (b) a partial real property tax abatement structure under the Tax Agreement (collectively, the "Financial Assistance"); and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, the Financial Assistance provided by the Agency to the Company shall not exceed \$100,000 and, therefore, a public hearing with respect to the Project is not required to be held by the Agency; and

WHEREAS, the Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement, Mortgage and related documents with respect to the Project are being negotiated and will be presented to the Executive Director, Chairman and/or Vice Chairman of the Agency for execution upon approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE STEUBEN COUNTY 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, 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 undertaking 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 employment opportunities in Steuben 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

(F) Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that the Project constitutes a "Type II Action" (as such term is defined in SEQRA) as the Project constitutes the replacement, rehabilitation and reconstruction of a structure or facility, in kind, on the same site; therefore, no further action is required under SEQRA.

Section 2. Based upon representations and warranties made by the Company in the Application, the Agency hereby authorizes and approves the Company, as its agent, to make purchases of goods and services relating to the Project, that would otherwise be subject to State and local sales and use tax in an amount up to **\$212,272.00**, which result in State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$16,982.00**. The Agency agrees to consider any requests by the Company for increase 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.

Section 3. Pursuant to Section 875(3) of the Act, 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 Sales and Use 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 Sales and Use Tax Exemption Benefits; (ii) the 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 Sales and Use Tax Exemption Benefits are for property or services not authorized by the Agency as part of the Project; or (iv) the Sales and Use Tax Exemption Benefits are taken in cases where the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project. As a condition precedent of receiving Sales and Use Tax Exemption Benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, shall (i) cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands.

Section 4. Subject to the Company executing the Agent Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy for the Project satisfactory to the Agency, the Agency hereby authorizes the Company to proceed with the undertaking of the Project and hereby appoints the Company as the true and lawful agent of the Agency: (i) to undertake 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 Agent Agreement shall expire on **December 31, 2024** (unless extended for good cause by the Executive Director of the Agency) if the Lease Agreement, Leaseback Agreement, Tax Agreement contemplated have not been executed and delivered.

Section 5. The Executive Director, Chairman and/or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to execute (i) the Agent Agreement, pursuant to

which the Agency appoints the Company as its agent to undertake the Project, (ii) an Amended and Restated Lease Agreement, pursuant to which the Company leases the Project to the Agency, and (iii) a related Amended and Restated Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, (iv) the Amended and Restated Tax Agreement, and (v) related documents; *provided that* (i) the rental payments under the Amended and Restated Leaseback Agreement 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 Amended and Restated Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation therefrom have been complied with.

Section 6. The Executive Director, Chairman and/or Vice Chairman of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record a mortgage, assignment of leases and rents, security agreement, UCC-1 Financing Statements and all documents reasonably contemplated by these resolutions or required by the Bank in such forms as approved by counsel to the Agency up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or refinance equipment and other personal property and related transactional costs (hereinafter, with the Agent Agreement, Lease Agreement, Leaseback Agreement and Tax Agreement, collectively called the "Agency Documents"); and, where appropriate, the Secretary or 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 Executive Director, Chairman and/or Vice Chairman of the Agency shall approve, the execution thereof by the Executive Director, Chairman and/or Vice Chairman 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 7. The Financial Assistance provided by the Agency to the Company shall not exceed \$100,000 and, therefore, a public hearing is not required to be held by the Agency.

Section 8. 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 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 9. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Mark R. Alger	[]	[]	[]	[]
Scott J. Van Etten	[]	[]	[]	[]
Tony Russo	[]	[]	[]	[]
Dean Strobel	[]	[]	[]	[]
Michelle Caulfield	[]	[]	[]	[]
Mike Davidson	[]	[]	[]	[]
Christine G. Sharkey	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

CERTIFICATION
(CFA Apartments LLC Project)

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

I, the undersigned Secretary of the Steuben County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Steuben County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on September 28, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

Secretary

FINAL RESOLUTION

(Empire Long Distance Corporation & Empire Telephone Corporation Project)

A regular meeting of the Steuben County Industrial Development Agency was convened on Thursday, September 28, 2023.

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

Resolution No. 09/2023 - ____

RESOLUTION OF THE STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACKNOWLEDGING THE PUBLIC HEARING HELD WITH RESPECT TO THE EMPIRE LONG DISTANCE CORPORATION AND EMPIRE TELEPHONE CORPORATION PROJECT ON SEPTEMBER 19, 2023; (ii) AUTHORIZING FINANCIAL ASSISTANCE (AS MORE FULLY DESCRIBED BELOW) FOR THE BENEFIT OF EMPIRE LONG DISTANCE CORPORATION AND EMPIRE TELEPHONE CORPORATION; (iii) MAKING A DETERMINATION WITH RESPECT TO ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW AND 6 N.Y.C.R.R. PART 617; AND (iv) AUTHORIZING THE EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 178 of the Laws of 1972 of the State of New York, as amended (hereinafter collectively called the "Act"), the **STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **EMPIRE LONG DISTANCE CORPORATION AND EMPIRE TELEPHONE CORPORATION**, for themselves or on behalf of an entity formed or to be formed by it or on their behalf (collectively, the "Company"), has submitted an application (the "Application"), a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project"), consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately 7.4 acres located at County Route 74, State Route 53 and 10632 S. Main Street, Town of Prattsburgh, New York and all other lands where by license or easement or other agreement the Company or its designees are making improvements that benefit the Project (the "Land", being more particularly identified as all or portions of tax parcel numbers 048.05-01-018.120; 048.05-01-026.000; 048.05-01-021.000; 048.05-01-022.000; 048.05-01-024.000; 047.00-01-002.200 and 047.00-01-095.000) and the approximately 13,200 existing facility located thereon (the "Existing Improvements"); (ii) the planning, design,

construction and operation on the Land of an approximately 24,000 square foot building consisting of approximately 20,000 square feet of warehouse space and approximately 4,000 square feet of administrative space, along with utility and site improvements, parking, access and egress improvements, signage, curbage, sidewalks, landscaping and stormwater improvements (collectively, the "Improvements"); and (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment"; and, together with the Land, the Existing Improvements and the Improvements, the "Facility"); and

WHEREAS, by resolution adopted by the Agency on August 24, 2023 (the "Inducement Resolution"), the Agency accepted the Application as submitted by the Company and, among other things, (i) described the Financial Assistance (as defined below) being contemplated by the Agency and (ii) authorized the Agency to hold a public hearing regarding the contemplated Financial Assistance; and

WHEREAS, pursuant to Section 859-a of the Act, on Tuesday, September 19, 2023, at 10:00 a.m., the Agency held a public hearing with respect to the Project and the proposed Financial Assistance 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. A copy of the Notice of Public Hearing published and forwarded to the affected taxing jurisdictions at least ten (10) days prior to said Public Hearing are attached hereto as Exhibit A; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto at 6 N.Y.C.R.R. Part 617, as amended (collectively referred to as "SEQRA"), the Agency must satisfy the applicable requirements set forth in SEQRA, as necessary, prior to making a final determination whether to undertake the Project; and

WHEREAS, the Town of Prattsburgh Planning Board (the "Planning Board"), as lead agency, conducted a coordinated review of the Project pursuant to SEQRA, which resulted in the issuance of a negative declaration by the Planning Board, dated September 14, 2023 (the "Negative Declaration") attached hereto as Exhibit B, concluding the SEQRA process; and

WHEREAS, the Agency desires to adopt a resolution (i) acknowledging that the Public Hearing was held in compliance with the Act, (ii) authorizing the negotiation, execution and delivery by the Agency of a Project Agreement, Lease Agreement, Leaseback Agreement, Tax Agreement and related documents, and (iii) authorizing the Financial Assistance to the Company.

NOW, THEREFORE, BE IT RESOLVED BY THE STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Public Hearing held by the Agency Tuesday, September 19, 2023, at 10:00 a.m., concerning the Project and the Financial Assistance was duly held in accordance with the Act, including but not limited to the giving of at least ten (10) days published notice of

the Public Hearing (such notice also provided to the Chief Executive Officer of each affected tax jurisdiction), affording interested parties a reasonable opportunity, both orally and in writing, to present their views with respect to the Project.

Section 2. The Planning Board has conducted a coordinated review of the Project pursuant to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617 (collectively referred to as "SEQRA"). In addition to the Planning Board classifying the Project as a "Type 1" action pursuant to SEQRA, the Planning Board also issued a Negative Declaration on September 14, 2023, determining that the Project did not present a potential significant adverse environmental impact. The Agency, having reviewed the materials presented by the Company, including but not limited to, the Full Environmental Assessment Form, further determines that the Project does not pose a potential significant adverse environmental impact and thus ratifies the Negative Declaration previously issued by the Planning Board pursuant to 6 N.Y.C.R.R. Part 617.7.

Section 3. The Agency is hereby authorized to provide to the Company financial assistance in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction, reconstruction, renovation and equipping of the Project and (b) a partial real property tax abatement structured through the Tax Agreement (collectively, the "Financial Assistance").

Section 4. Based upon the representation and warranties made by the Company in the Application, the Agency hereby 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 up to approximately **\$3,950,000.00**, which result in New York State and local sales and use tax exemption benefits ("Sales and Use Tax Exemption Benefits") not to exceed **\$316,000.00**. The Agency agrees to consider any requests by the Company for increase 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, to the extent required, the Agency authorizes and conducts any supplemental public hearing(s).

Section 5. Pursuant to Section 875(3) of the Act, 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 Sales and Use 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 Sales and Use Tax Exemption Benefits; (ii) the 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 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; (v) the Sales and Use 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 a material term or condition to use property or services in the manner approved by the Agency in connection with the Project; and/or (vi) the Company obtains mortgage recording tax benefits and/or real property tax abatements and fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project (collectively, items (i) through (vi) hereby defined as a "Recapture Event").

As a condition precedent of receiving Sales and Use Tax Exemption Benefits and real property tax abatement benefits, the Company, its agents, consultants, subcontractors, or any other party authorized to make purchases for the benefit of the Project, must (i) if a Recapture Event determination is made by the Agency, cooperate with the Agency in its efforts to recover or recapture any Sales and Use Tax Exemption Benefits, mortgage recording tax benefits and/or real property tax abatement benefits, and (ii) promptly pay over any such amounts to the Agency that the Agency demands, if and as so required to be paid over as determined by the Agency.

Section 6. Subject to the Company executing the Project Agreement and the delivery to the Agency of a binder, certificate or other evidence of liability insurance policy 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, reconstruct, 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 Project Agreement shall expire on **December 31, 2024** (unless extended for good cause by the Executive Director of the Agency) if the Lease Agreement, the Leaseback Agreement and the Tax Agreement contemplated have not been executed and delivered

Section 7. The Chairman, Vice Chairman and/or the Executive Director of the Agency are hereby authorized, on behalf of the Agency, to negotiate and execute (A) the Project Agreement, pursuant to which the Agency will appoint the Company as its agent to undertake the Project, (B) the Lease Agreement, pursuant to which the Company leases the Project to the Agency, (C) the related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (D) the Tax Agreement; provided (i) the rental payments under the Leaseback Agreement 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 Tax Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 8. The Chairman, Vice Chairman and/or Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute, deliver and record 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/financial

institution identified by the Company (the "Lender") up to a maximum principal amount necessary to undertake the Project, acquire the Facility and/or finance or re-finance equipment and other personal property and related transactional costs (hereinafter, with the Lease Agreement, Leaseback Agreement and Tax Agreement, collectively called the "Agency Documents"); and, where appropriate, the Secretary or 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 Chairman, Vice Chairman and/or Executive Director of the Agency shall approve, the execution thereof by the Chairman, Vice Chairman and/or 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 9. 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 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 10. In the event that the Company does not close with the Agency on the proposed financial assistance within twelve (12) months of the date of the Inducement Resolution, the Agency reserves the right to rescind and cancel this resolution and all approvals made hereunder or under any other Agency resolution or action.

Section 11. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Mark R. Alger	[]	[]	[]	[]
Scott J. Van Etten	[]	[]	[]	[]
Anthony Russo	[]	[]	[]	[]
Dean Strobel	[]	[]	[]	[]
Mike Davidson	[]	[]	[]	[]
Christine G. Sharkey	[]	[]	[]	[]
Michelle Caulfield	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION

(Empire Long Distance Corporation & Empire Telephone Corporation Project)

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

I, the undersigned, Secretary, of the Steuben County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Steuben County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on September 28, 2023, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2023.

Secretary

EXHIBIT A

Notice Documents

[See Attached]

EXHIBIT B

Negative Declaration of Town of Prattsburgh Planning Board

[See Attached]