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COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

AND

TURIN HIGHLAND LODGE LLC

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UNIFORM AGENCY PROJECT AGREEMENT

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DATED AS OF AUGUST 4, 2023

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RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE  
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED AT  
WEST ROAD (PART OF TAX MAP NO. 321.00-01-01.000) IN THE  
TOWN OF TURIN, LEWIS COUNTY, NEW YORK.

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## UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of AUGUST 4, 2023 (the “Uniform Agency Project Agreement”) by and between COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the “State”) having an office for the transaction of business located at 7551 South State Street, Lowville, New York (the “Agency”) and TURIN HIGHLAND LODGE, LLC, a limited liability company organized and existing under the laws of the State of NEW YORK (the “State”) having an office for the transaction of business located at 4098 WEST ROAD, TURIN, New York (the “Company”);

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “Enabling Act”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the “State”) and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 62 of the Laws of 1973 of the State (collectively, with the Enabling Act, the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, TURIN HIGHLAND LODGE LLC, a New York State limited liability company (the “Company”), submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the CONSTRUCTION OF A LODGE BUILDING CONTAINING SIX SINGLE STORY, EXTENDED STAY ROOMS ON REAL PROPERTY LOCATED ON WEST ROAD (PART OF tax map no. 321.00-01-01.000) in the Town of TURIN, Lewis County, New York (the “Land”), and (2) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other personal property (the “Equipment”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, and mortgage recording taxes (collectively, the “Financial Assistance”); and

WHEREAS, PURSUANT to the authorization contained in a resolution adopted by the members of the Agency on NOVEMBER 14, 2022 (the “Public Hearing Resolution”), the Executive Director of

Economic Development of the Agency (A) caused notice of a public hearing of the Agency (the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted AS well as on the Agency’s website, (C) caused notice of the Public Hearing to be published in the Watertown Daily Times, a newspaper of general circulation available to the residents of Town of TURIN, Lewis County, New York, (D) conducted the Public Hearing on DECEMBER 7, 2022 at 1:00 o’clock p.m.; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency (A) concurred in the determination that the Town of TURIN Planning Board (the “Planning Board”) is the “lead agency” with respect to SEQRA, and (B) acknowledged receipt of a negative declaration from the Town Board (the “Negative Declaration”), in which the Planning Board determined that the Project would not have a significant adverse environmental impact on the environment, and therefore, that an environmental statement need not be prepared with respect to the Project; and

WHEREAS, by further resolution adopted by the members of the Agency on January 5, 2023 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement (the “Lease Agreement”) between the Agency and the and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the “Basic Documents”); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company will execute and deliver to the Agency a certain lease from agency dated as of August 4, 2023 (the “Lease”) by and between the Company and the Agency, pursuant to which the Agency will lease to the Company a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”); (B) the Company and the Agency will execute and deliver a certain payment in lieu of tax agreement dated as of August 4, 2023 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of August 4, 2023 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; and (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the “Public Benefits”), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be

received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency; and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

## ARTICLE I

### DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

“Application” means the application submitted by the Company to the Agency with respect to the Project, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

“Basic Documents” shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

“Completion Date” means the earlier to occur of (A) December 31, 2024 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Financial Assistance” means exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

“Lease Agreement” means the lease agreement dated as of August 4, 2023 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of August 4, 2023 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Project” shall have the meaning set forth in the Lease Agreement.

“Project Facility” means, collectively, the Land, the Facility and the Equipment.

“Recapture Events” shall mean the following:

- (1) failure to complete the acquisition, construction, and installation of the Project Facility;
- (2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application or Initial Employment Plan;
- (3) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;

- (4) relocation of all or substantially all of Company's operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;
- (5) transfer of jobs equal to at least fifteen percent (15%) of the Company's Employment Level out of the County of Lewis, New York;
- (6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;
- (7) sublease of all or part of the Project Facility in violation of the Basic Documents;
- (8) a change in the use of the Project Facility, other than as a solar energy facility and other directly and indirectly related uses; or
- (9) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 90% of the Total Project Costs as set forth in the Application.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of NEW YORK, is duly authorized to do business in the State and has the power

under the laws of the State of New York to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State of New York to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

## ARTICLE III

### COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application or Initial Employment Plan, the Agency agrees to provide the Company with the Financial Assistance related to the Project.

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (a) THE CONSTRUCTION OF A LODGE BUILDING CONTAINING SIX SINGLE STORY EXTENDED STAY ROOMS ON of land located at WEST ROAD (PART OF tax map no. 321.00-01-01.000) in the Town of TURIN, Lewis County, New York (the "Land"), (b) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other personal property (the "Equipment").

(2) That the Project will furnish the following benefits to the residents of Lewis County, New York (the "Public Benefits") as described in Exhibit A to the Approving Resolution.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes a formula describing the amount of payments in lieu of taxes to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Annual. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding the number of people employed at the Project Facility and certain other matters as required under Applicable Law, an annual status report (the "Annual Status Report,").

(B) Non-Discrimination. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected



for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

#### ARTICLE IV

##### EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Uniform Agency Project Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an “Event of Default” under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency’s right, title and interest in and to the Project Facility (the conveyance of the Agency’s right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

(2) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide

for the recapture of the project financial assistance provided as of the date of determination (the "Project Financial Assistance"), all in accordance with the terms of the Agency's Recapture Policy attached hereto.

(B) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver

of any other breach hereunder. No waiver, amendment, release, or modification of this Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

## ARTICLE V

### MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until December 31, 2048.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

#### IF TO THE COMPANY:

Turin Highland Lodge LLC  
4098 West Road  
Turin, New York 13473  
Attention: KAITLYN MATTHEWS, Authorized Signatory

IF TO THE AGENCY:

County of Lewis Industrial Development Agency  
7551 South State Street  
Lowville, New York 13367  
Attention: Executive Director

WITH A COPY TO:

Campany, McArdle & Randall, PLLC  
7571 S. State Street  
Lowville, New York 13367  
Attention: Kevin McArdle, Esq.

and

Hodgson Russ LLP  
677 Broadway, Suite 301  
Albany, New York 12207

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

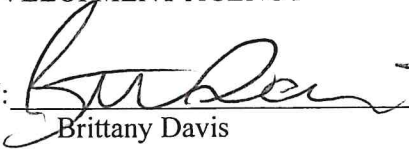
SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.


SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTY OF LEWIS INDUSTRIAL  
DEVELOPMENT AGENCY


BY:   
Brittany Davis

TURIN HIGHLAND LODGE, LLC

BY:   
KAITLYN MATTHEWS  
Authorized Signatory

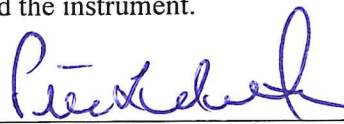
STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF LEWIS     )

On the 3<sup>rd</sup> day of August, in the year 2023, before me, the undersigned, personally appeared BRITTANY DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
KEVIN M. MCCARDLE  
Notary Public-State of New York  
No. 4817358  
Qualified in Lewis County  
Commission Expires April 30, 2026

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

On the 4<sup>th</sup> day of August, in the year 2023, before me, the undersigned, personally appeared KAITLYN MATTHEWS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

PETER L. WALTON  
Notary Public, State of New York  
Reg. No. 02WA5008024  
Qualified in Jefferson County  
Commission Expires 02/08/2027

SCHEDULE A

NYS-45 (1/19)

Quarterly Combined Withholding, Wage Reporting, And Unemployment Insurance Return



Reference these numbers in all correspondence:

UI Employer registration number

Withholding identification number

Employer legal name:

Mark an X in only one box to indicate the quarter (a separate return must be completed for each quarter) and enter the year.

1 2 3 4 Y Y
Jan 1 - Mar 31 Apr 1 - Jun 30 July 1 - Sep 30 Oct 1 - Dec 31 Year

For office use only Postmark

Are dependent health insurance benefits available to any employee? Yes No

If seasonal employer, mark an X in the box

Number of employees Enter the number of full-time and part-time covered employees who worked during or received pay for the week that includes the 12th day of each month.

a. First month b. Second month c. Third month

UI AI SI WT SK

Part A - Unemployment insurance (UI) information

Part B - Withholding tax (WT) information

- 1. Total remuneration paid this quarter . 00
2. Remuneration paid this quarter in excess of the UI wage base since January 1 (see instr.) . 00
3. Wages subject to contribution (subtract line 2 from line 1) . 00
4. UI contributions due
Enter your UI rate %
5. Re-employment services fund (multiply line 3 x .00075)
6. UI previously underpaid with interest
7. Total of lines 4, 5, and 6
8. Enter UI previously overpaid
9. Total UI amounts due (if line 7 is greater than line 8, enter difference)
10. Total UI overpaid (if line 8 is greater than line 7, enter difference and mark box 11 below)
11. Apply to outstanding liabilities and/or refund

- 12. New York State tax withheld
13. New York City tax withheld
14. Yonkers tax withheld
15. Total tax withheld (add lines 12, 13, and 14)
16. WT credit from previous quarter's return (see instr.)
17. Form NYS-1 payments made for quarter
18. Total payments (add lines 16 and 17)
19. Total WT amount due (if line 15 is greater than line 18, enter difference)
20. Total WT overpaid (if line 18 is greater than line 15, enter difference here and mark an X in 20a or 20b)
20a. Apply to outstanding liabilities and/or refund
OR
20b. Credit to next quarter withholding tax

21. Total payment due (add lines 9 and 19; make one remittance payable to NYS Employment Contributions and Taxes)

\* An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other.

Complete Parts D and E on back of form, if required.

Part C - Employee wage and withholding information

Quarterly employee/payee wage reporting and withholding information
(If more than five employees or if reporting other wages, do not make entries in this section; complete Form NYS-45-ATT. Do not use negative numbers; see instructions.)

Table with 5 columns: a. Social Security number, b. Last name, first name, middle initial, c. Total UI remuneration paid this quarter, d. Gross federal wages or distribution, e. Total NYS, NYC, and Yonkers tax withheld

Totals (column c must equal remuneration on line 1; see instructions for exceptions)
Sign your return: I certify that the information on this return and any attachments is to the best of my knowledge and belief true, correct, and complete.

Signature (see instructions), Signer's name (please print), Title, Date, Telephone number



**Part D - Form NYS-1 corrections/additions**

Use Part D **only** for corrections/additions for the quarter being reported in Part B of this return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete **only** columns c and d. Lines 12 through 15 on the front of this return **must reflect these corrections/additions.**

a Original last payroll date reported on Form NYS-1, line A (mmdd)	b Original total withheld reported on Form NYS-1, line 4	c Correct last payroll date (mmdd)	d Correct total withheld
▶			
▶			
▶			
▶			
▶			
▶			

**Part E - Change of business information**

- 22. This line is not in use for this quarter.
- 23. If you **permanently ceased paying wages**, enter the date (mmddyy) of the final payroll (see Note below) .....
- 24. If you **sold or transferred all or part of your business**:
  - Mark an X to indicate whether in whole  or in part
  - Enter the date of transfer (mmddyy) .....
  - Complete the information below about the acquiring entity

Legal name	EIN
Address	

**Note:** For questions about other changes to your withholding tax account, call the Tax Department at 518-485-6654; for your unemployment insurance account, call the UI Employer Hotline at 1-888-899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl. code
	Preparer's firm name (or yours, if self-employed)	Address	Firm's EIN	Telephone number ( )	
Payroll service's name				Payroll service's EIN	

Checklist for mailing:

- File original return and keep a copy for your records.
- Complete lines 9 and 19 to ensure proper credit of payment.
- Enter your withholding ID number on your remittance.
- Make remittance payable to *NYS Employment Contributions and Taxes*.
- Enter your telephone number in boxes below your signature.
- See *Need help?* on Form NYS-45-I if you need forms or assistance.

Mail to:

**NYS EMPLOYMENT  
CONTRIBUTIONS AND TAXES  
PO BOX 4119  
BINGHAMTON NY 13902-4119**

SCHEDULE B

RECAPTURE BENEFITS POLICY

- SEE ATTACHED -



## County of Lewis Industrial Development Agency

### Project Recapture and Termination Policy

Pursuant to and in accordance with Section 874 (10)-(12) of the General Municipal Law (“GML”), the County of Lewis Industrial Development Agency (the “Agency”) hereby establishes a Project Recapture and Termination Policy for the suspension, discontinuance and/or recapture of Financial Assistance (as defined herein), or for the modification of any Payment in lieu of Tax Agreement (“PILOT Agreement”) to require increased payments under circumstances as specified herein, which may include but shall not be limited to events of material violation of the terms and conditions of any Project Agreement (as defined herein).

The Agency reserves the right pursuant to this policy and any applicable Project Agreement to suspend, discontinue and/or recapture any financial assistance granted for a project that may include: (i) sales and use tax exemptions; (ii) mortgage recording tax exemptions; and (iii) real property tax abatements governed by a PILOT Agreement (collectively, “Financial Assistance”). The Agency’s provision of Financial Assistance shall be administered and governed pursuant to one or more Project Agreements, which shall include (i) an Agent, Financial Assistance and Project Agreement, (ii) Leaseback Agreement, and/or (iii) PILOT Agreement, along with related documents and herein, each a “Project Agreement”.

#### I. Sales and Use Tax Benefits – Mandatory Recapture

In accordance with GML Section 875(3), if the Agency grants any sales and use tax exemptions to any applicant (hereinafter, the “Company”) and it is determined that:

- i. the Company is not entitled to the sales and use tax exemption benefits;
- ii. the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company;
- iii. the sales and use tax exemption benefits are claimed outside the period authorized by the Agency;
- iv. the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or
- v. the sales and use tax exemption benefits are taken in cases where the Company fails to comply with a material term or condition to use property or services in the manner approved by the Agency in connection with the Project, then the Agency is bound and shall recapture the sales and use tax benefits from the Company and the Agency, in its sole discretion, may terminate all applicable Project Agreements.

The Agency’s Project Agreements shall include provisions whereby the Company will:

- 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 in connection therewith.

The Agency shall cooperate with the New York State Tax Commissioner in connection with any efforts by the State of New York to assess and determine New York State and local sales and use

taxes due from the Company, together with any relevant penalties and interest due on such amounts. Upon receipt, the Agency shall remit any recaptured sales and use tax benefits to applicable affected tax jurisdiction(s).

## **II. Termination of Project Agreements**

The Agency reserves the right to terminate any Project Agreement if a Company incurs any uncured event of default thereunder. In such an event, all prospective Financial Assistance will be terminated by the Agency for a violation of any material term contained within an Application for Financial Assistance and/or any Project Agreement. Any such termination shall be undertaken upon prior notice delivered to the Company in accordance with the provisions hereof and of the applicable Project Agreement(s). In addition, the Agency further reserves the right to terminate any Project Agreement upon submission by a Company of any knowingly false or knowingly misleading information within any Application for Financial Assistance or within any Project Agreement. Upon termination of Project Agreements, all prospective Financial Assistance shall cease as of the date of such termination and the Agency reserves the right to undertake recapture of prior Financial Assistance conferred in accordance with this policy and the provisions of the Project Agreements.

## **III. Recapture and Cessation of Financial Assistance; Due Process**

Recapture of Financial Assistance: The Agency reserves the right to undertake and enforce the recapture of Financial Assistance previously conferred to a Company where it is determined through the process specified below, that:

- i. Financial Assistance was obtained as a result of a knowing, misstatement of a material fact where such misstatement occurred in the Application for Financial Assistance, in any written submission, or in any on the record verbal statement made to the Agency or Agency staff.
- ii. An applicant failed to achieve the goals identified as Material Factors by the Agency at the time that the Financial Assistance was approved. Such recapture of Financial Assistance, to the extent provided by law, may consider extenuating and mitigating circumstances and may consider the extent to which the Applicant failed to achieve and maintain the Material Factors.

For purposes of this Policy, "*Material Factors*" are factors determined by the Agency as being so significant that without such factors at the level specified, it is unlikely that the Agency would have agreed to grant the Financial Assistance. Such factors generally include, but are not limited to, the number of net new permanent jobs, the dollar value of net new investment, the use of local labor and in some circumstances the number of construction jobs. The quantity of such Material Factors (said Material Factors typically determined at the time a Project is granted Financial Assistance) and the threshold for the termination of Financial Assistance and for the recapture thereof shall be determined by the Agency and Agency staff, as appropriate (and as further identified, below), on a case by case basis.

Cessation of Financial Assistance: The Agency further reserves the right to undertake the cessation of Financial Assistance to be conferred by the Agency to any Company without undertaking termination of a Project Agreement (including, but not limited to any PILOT Agreement), where any Material Factor is identified by the Agency as having been violated and/or not satisfied by a Company within any particular reporting period. Specifically, the Agency reserves the right and shall

require within all Project Agreements that the Company acknowledge and agree that the Agency may in its unilateral discretion cease and curtail all or portions of Financial Assistance to be conferred where a Company fails to achieve or maintain job creation and retention goals as set forth within a Company's Application for Financial Assistance.

For the purposes of this Policy and any Project Agreement, "Full-Time Employee" shall mean, with respect to any specific date or period, a person directly employed on such date or during such period by the Company (inclusive of its Affiliates, and in the case of a multi-tenanted facility, all tenants of such facility), and who shall on such date or for such period have carried out the terms of such employment on a "full-time basis" at the Project. "Full-time basis" shall mean a person working at least 35-40 hours per week. The term Company Employee shall also include a part-time employee ("Part-Time Employee"), which will count as a fraction of a Full-Time Employee (an employee working 17.5-20.0 hours per week will count as .5). A seasonal employee will also count as a fraction of a Full-Time Employee based on the number of full months worked in a year (an employee hired to work only for three months in a year will count as .25).

If it is determined upon review of the Annual Report that the number of Full-Time Employees at the Facility is less than what was represented in the Application (the "Employment Target"), the Agency shall require within all PILOT Agreements that an additional PILOT Payment that represents a pro rata recapture of ad valorem taxes that would otherwise be due and owing in the absence of the PILOT Agreement.

#### **IV. Due Process for Recapture of Prior Financial Assistance**

Knowledge of Potential Termination of Benefits or Recapture Issue: When Agency staff become aware of a potential issue with respect to a Material Factor(s) related to the provision of Financial Assistance to an Applicant and is unable to otherwise remedy the issue, staff shall notify the Agency board. It is understood that this due process policy shall not apply to termination of Financial Assistance related to the typical/standard events of default (not otherwise involving a Material Factor) as so identified within Project Agreements.

- a) Agency Decision to Commence a Proceeding: The Chair of the Agency shall cause a proceeding to be commenced to determine if Financial Assistance should be recaptured.
- b) Notice to the Applicant: If a decision is made to commence a proceeding to recapture Financial Assistance, then the Applicant shall be provided written notice ("Notice") of: (i) the alleged Material Factor(s) violation, (ii) the potential for recapture of Financial Assistance as may be considered with respect to the commencement of such a proceeding, (iii) their rights to be heard and to appeal any such determination, and (iv) the date and time where a meeting will take place to consider the matter.
- c) Due Process Provisions.
  - i. Sufficient Time to Prepare a Response: An Applicant shall be given ten (10) business days from the date said Notice is received or deemed received to prepare and submit a written response to any alleged Material Factor(s) violation.
  - ii. Opportunity to be Heard: An Applicant will be provided an opportunity to make a written or written and oral presentation to the Agency following the ten (10) day Notice period.

- iii. Representation: An Applicant shall have the right to be represented by counsel, or to appear without counsel.
- iv. Creation of Written Record: The Agency shall create a full written or electronic record that includes a statement of the alleged Material Factor(s) violation, the response, all evidence that has been submitted and a transcript or summary of any oral presentations that have been made. The record shall also include the vote, if any, taken by the Agency.
- v. Executive Session: To the extent allowed by the New York State Open Meetings Law, at the request of an Applicant, the Agency may go into executive session to receive certain confidential information that pertains to the considerations being made by the Agency.
- vi. Agency Recommendation: The Agency shall vote on a resolution recommending a recapture of Financial Assistance.

If a determination is made to recapture New York State and local sales and use tax exemptions and mortgage recording tax exemptions, in accordance with GML and Agency policies, the amount the Agency shall recapture shall be equal to 100% of the amount of New York State and local sales and use tax exemption and/or mortgage recording tax exemption benefit so obtained and utilized.

If a determination is made to recapture an abated amount of real property tax payment or payments provided by and through the Agency to an Applicant under the terms of a PILOT Agreement, the maximum amount that may be recaptured is equal to, but may be less than, the sum total of real property tax abatement received by the Applicant in the year or years that the violation(s) of Material Factors occurred as so determined by the Agency and as provided in the related inducement resolution authorizing the provision of Financial Assistance to the Applicant.

All determinations by the Agency with respect to recapture shall be final. The Agency reserves all rights and remedies pursuant to applicable law, including the right to enforce payment of all recaptured sums through applicable provisions of the Project Agreement(s) and to institute legal actions to recover any recaptured sums.

#### **V. Flexible Application of Termination of Agency Benefits and Recapture of Agency Benefits.**

To the extent permitted by law and Agency policies, the Agency Board shall have broad discretion in recommending how to implement the termination of Project Agreements, Cessation of Financial Assistance and recapture of Financial Assistance. Such recommendation related thereto shall be based upon the circumstances that trigger such action. The Agency Board shall consider the extent of the violation of a Material Factor, the duration of such violation, the cause of such violation and the extent to which there was a creation of net new jobs, new investment, the use of local labor and such other Material Factors as may have been considered at the time of the inducement.

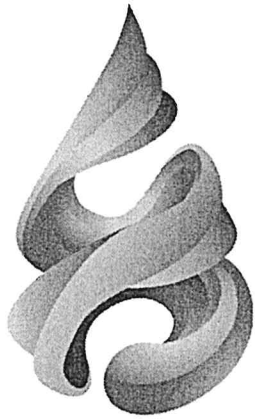
SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

SCHEDULE D

COPY OF APPLICATION

# APPLICATION



NATURALLY  
**LEWIS**  
LEWIS COUNTY, NY

PROJECT TAX BENEFITS AND/OR  
SALE-LEASEBACK TRANSACTION

LEWIS COUNTY INDUSTRIAL DEVELOPMENT AGENCY (LCIDA)  
7551 S. STATE STREET, LOWVILLE, NY 13367  
NATURALLYLEWIS.COM | 315.376.3014



### TAX EXEMPTION BENEFITS

<b>APPLICATION FEE</b>	A non-refundable fee of \$500.00 is payable to the LCIDA at the time of application submission. This fee will be credited towards the total fee at closing.
<b>FEE</b>	<ul style="list-style-type: none"> <li>• Property Tax (If application includes Sales &amp; Mortgage Tax, this fee is all inclusive. See attached fee schedule for full details.)               <ul style="list-style-type: none"> <li>◦ First \$20million of total project cost** - 1%</li> <li>◦ Any project amount over \$20 million - An additional 0.75%</li> </ul> </li> <li>• Sales Tax - 10% of Abatement</li> <li>• Mortgage Tax - 10% of Abatement</li> </ul> <p>** Please see page 8 for definition of total project cost.</p>
<b>POINT OF CONTACT</b>	Cheyenne Steria, Director of Finance & Incentives cheyenne@naturallylewis.com   315-376-3014

### TAXABLE AND TAX EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BONDS

<b>APPLICATION FEE</b>	A non-refundable fee of \$500.00 is payable to the LCIDA at the time of application submission. This fee will be credited towards the total fee at closing.
<b>FEE</b>	<p>First \$10 million - 2% of the principal amount of the bond series          \$10 million - \$20 million - 1% of the bond series          Any amount over \$20 million - 0.5% of the bond series</p> <p>Annual Fee - \$1,500.00</p>
<b>POINT OF CONTACT</b>	Cheyenne Steria, Director of Finance & Incentives cheyenne@naturallylewis.com   315-376-3014

### SALE - LEASEBACK TRANSACTION

<b>APPLICATION FEE</b>	A non-refundable fee of \$500.00 is payable to the LCIDA at the time of application submission. This fee will be credited towards the total fee at closing.
<b>FEE</b>	1% of equipment cost and all legal fees
<b>POINT OF CONTACT</b>	Cheyenne Steria, Director of Finance & Incentives cheyenne@naturallylewis.com   315-376-3014





## **APPLICATION INSTRUCTIONS**

1. The Agency will not approve any applications unless, in the judgment of the Agency, said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action. The Agency will not approve any applications for projects already in progress.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer, which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return this application, along with the application fee, to the Agency at the address shown below.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form, if applicable, concerning the Project.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered a part of the project and included as a part of the resultant bond issue. Other costs to be paid by the applicant include legal fees, filing fees, etc.
9. The Agency has established an application fee of \$500.00 to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**
10. The Agency has established a project fee for each project in which the Agency participates. **UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.**

### **SUBMIT APPLICATION TO:**

**LEWIS COUNTY INDUSTRIAL DEVELOPMENT AGENCY (LCIDA)**

**P.O. BOX 106, LOWVILLE, NY 13367**

**NATURALLYLEWIS.COM | 315.376.3014**



## **SCHEDULE OF AGENCY FEES**

*FINAL – June 2017*

### **PURPOSE:**

1. This document defines the fees charged by the LCIDA to applicants seeking benefits from tax exemption to be provided by the LCIDA as authorized by General Municipal Law. Benefits are outlined in the LCIDA's Uniform Tax Exemption Policy.
2. The fees defined here are the standard fees. Deviations from these fees are determined solely by the Board of Directors of the LCIDA and are made on a case by case basis.

### **FEE SCHEDULE:**

1. \$500 Nonrefundable Application Fee
2. PILOT Fees (**if application also includes Sales Tax and Mortgage tax, this fee is all inclusive**)
  - a. 1% of the first \$20,000,000 project cost
  - b. Additional 0.75% of total project cost over \$20,000,000
  - c. For example:
    - i. A project cost of \$10,000,000 would pay (1% x \$10,000,000) = total fee of \$100,000.00
    - ii. A project cost of \$60,000,000 would pay (1% x \$20,000,000) + (0.75% x \$40,000,000) = total fee of \$500,000.00
3. Sales Tax **only (project is not requesting property tax benefit)**
  - a. 10% of Abatement amount
4. Mortgage tax **only (project is not requesting property tax benefit)**
  - a. 10% of Abatement amount
5. Equipment Purchase Leaseback
  - a. 1% of Equipment Cost and Legal Fees
6. Legal Fees of LCIDA paid by Applicant for an approved project for direct time incurred (includes Board meetings for review and approval of application, preparation of agreements, closing, etc)

### **OTHER:**

1. The LCIDA Board will consider other fee arrangements that could be utilized by the organization to provide alternative programs for economic development purposes in Lewis County.
2. The fee is to be paid at the time of closing of the PILOT or exemption agreement unless otherwise negotiated.

LEWIS COUNTY INDUSTRIAL DEVELOPMENT AGENCY (LCIDA)

P.O. BOX 106, LOWVILLE, NY 13367

NATURALLYLEWIS.COM | 315.376.3014



## APPLICATION CHECKLIST

- Completed Application, signed and notarized
- Business Plan (narrative & purpose of project to include economic impact and justification for receiving public benefits)
- 3 Years of Business Tax Information (Personal tax information if new business)
- Balance Sheet - Outstanding Loans/Debts
- Financial Projections for Project

NOTE: Selected items above can be waived if not applicable upon discussion with LCIDA representatives.

**1. Identify the assistance being requested from the LCIDA:**

- a. Exemption from Sales Tax  Yes  No
- b. Exemption from Mortgage Tax  Yes  No
- c. Exemption from Real Property Tax  Yes  No
- d. Equipment Purchase Leaseback  Yes  No
- e. Tax Exempt Financing  Yes  No

*(Typically for Not-for-profits & small, qualified manufacturers)*

**2. Applicant Information**

<b>Company Name</b>	Turin Highland Lodge
<b>Address</b>	West Road
	Turin, NY 13473
<b>Contact Person</b>	Kaitlyn Matthews
<b>Phone Number</b>	315-921-5172
<b>Email</b>	kmahar121@yahoo.com
<b>Federal Tax ID</b>	86-3064826
<b>Date</b>	7/22/22

**3. Form of Entity**

- Corporation**
- Partnership (List Partners Below)**
  - General  Limited
  - \_\_\_ Number of General Partners      \_\_\_ Number of Limited Partners
- Limited Liability Company**  
\_\_\_ Number of Members
- Sole Proprietorship**

**4. Principal Owners/Officers/Directors**

*(list owners with 5% or more in equity holdings with percentage of ownership)*

Name	Address	Percentage Ownership/Office
Kaitlyn Matthews	4965 Rome Taberg Rd. Rome, NY 13440	41
Bonny Lou Mahar	5808 Lovenduski Rd. Turin, NY 13473	41
Timothy Mahar	5808 Lovenduski Rd. Turin, NY 13473	9
Robert Matthews	4965 Rome Taberg Rd. Rome, NY 13440	9



**5. If a corporation, partnership, or limited liability company:**

<b>Date of Establishment</b>	In process
<b>Place of Organization</b>	Turin NY 13473
<b>If a foreign organization, is the Applicant authorized to do business in the State of New York?</b>	

(Attached organizational chart or other description if applicant is a subsidiary or otherwise affiliated with another entity)

**6. Applicant Counsel**

<b>Name/Firm</b>	Campany, McArdele & Randall, PLLC
<b>Address</b>	7571 South State St. Lowville, NY 13367
<b>Phone Number</b>	315-376-9445
<b>Email</b>	crandall@cmrlawoffice.com

**7. Project Information**

<b>Project Address</b>	West Road Turin, NY 13473
<b>Town/Village</b>	Turin
<b>School District</b>	South Lewis CSD
<b>Tax Map No.</b>	321.10-01-01.000

- a. Are Utilities (water, wastewater, electric, gas, broadband) on site and acceptable for the project?  Yes  No
- b. Present Legal Owner of the site, if other than Applicant, and by what means will the site be acquired for this Project?
- c. Zoning of Project Site: Agriculture
- d. Are any zoning approvals need?  Yes  No

<b>Current:</b> Agriculture	<b>Proposed:</b> Agriculture
-----------------------------	------------------------------

Identify: \_\_\_\_\_

- e. Local Permitting and Approvals – Does the project require local planning or permitting approvals?  Yes  No

If yes, please explain:

Village/ county approval has already been completed and approved.

- f. Will a site plan need to be filed?  Yes  No  
**If so, please include copy if prepared.**



- g. Does a State Environmental Quality Review Act ("SEQRA") Environmental Assessment Form need to be filed?  **Yes**  **No**  
**If yes, attach the SEQRA Form.**  
 If **no**, please explain:
- h. If answer to question (g) is yes, has a lead agency been designated under the State Environmental Quality Review Act ("SEQRA")?  **Yes**  **No**  
 If **no**, please explain:
- i. Will the project result in the removal of a plant or facility of the Applicant or a proposed Project occupant from one area of the State of New York to another area of the State of New York?  **Yes**  **No**  
 If **yes**, please explain:
- j. Will the project result in the abandonment of one or more plants or facilities of the Applicant or a proposed Project occupant located in the State of New York?  
 **Yes**  **No**  
 If **yes**, please explain:
- k. If the answer to either question (i) or (j) is Yes, indicate whether any of the following apply to the project:
- i. Is the project reasonably necessary to preserve the competitive position of the Company or such project occupant in its industry?  **Yes**  **No**  
 If **yes**, please explain:
  
  - ii. Is the project reasonably necessary to discourage the Company or such project occupant from removing such other plant or facility to a location outside of the State of New York?  **Yes**  **No**  
 If **yes**, please explain:
- l. Does the project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities?  **Yes**  **No**  
 If **yes**, please explain:

i. If the answer to (l) is yes, what percentage of the cost of the project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the project? 100.00 %

ii. **If more than 33.3%**, indicate whether any of the following apply to the Project:

• Will the project be operated by a not-for-profit corporation?  **Yes**  **No**  
If **yes**, please explain:

• Is the project likely to attract a significant number of visitors from outside the economic development region in which the project is located?

**Yes**  **No**

If **yes**, please explain:

It will bring in people from out of town/ state for recreational activities.

• Is there a likelihood that the Project would not be undertaken if Financial Assistance is not provided by the LCIDA?  **Yes**  **No**

If the project could be undertaken without financial assistance provided by the LCIDA, then provide a statement below indicating why the project should be undertaken by the LCIDA:

• 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 City, Town or Village within which the project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?  **Yes**  **No**

If **yes**, please explain:

m. Will the project be located in a census tract or block numbering area (or census tract or block number area contiguous thereto) which, according to the most recent census data, has either a poverty rate of at least 20% for the year which the data relates, or at least 20% of households receiving public assistance, or an unemployment rate of at least 1.25 times the statewide unemployment rate for the year which the data resides?  **Yes**  **No**

If **yes**, please explain:

- n. Does the company intend to lease or sublease more than 10% (by area of fair market value) of the project?  Yes  No

If **yes**, please complete the following for EACH existing or proposed tenant or sub tenant:

1. Sub lessee Name: \_\_\_\_\_
2. Present Address: \_\_\_\_\_  
\_\_\_\_\_
3. Employer ID No.: \_\_\_\_\_
4. Sub lessee is a  Corporation  LLC  Partnership  Sole Proprietorship
5. Relationship to the Company:
6. Percentage of Project to be leased or subleased:
7. Use of project intended by sub lessee:
8. Date and Term of Lease or Sublease to Sub Lessee:

Will any portion of the space leased by this sub lessee be primarily used in making retail sales of goods or services to customers who personally visit the project?  Yes  No

**If yes, please provide on a separate attachment** with details and the answers to questions 1-5 with respect to such sub lessee.

### 8. Total Project Costs (Estimates)

By Lewis County IDA policy, our project fee to be paid by the developer is based on the estimate in this application of total project cost (includes all items listed in chart below). This estimate should be supported by detailed information and cost estimates provided by legitimate sources.

Category	Acres/Sq. Ft./Ft. (if applicable)	Cost
Land Acquisition / Lease Cost for Project Term		\$ 0.00
Buildings – Construction/Renovation		\$ 407,395.00
Utilities, roads, or other infrastructure		\$ 133,451.00
Machinery & Equipment	Not Applicable	
Soft Costs (Architect & Engineering Fees)	Not Applicable	
Costs of Bond Issue	Not Applicable	
Construction Loan Fees and Interest	Not Applicable	
Non-PILOT / Community Benefit Payments	Not Applicable	
Other (specify)	Septic/ Foundation	79154.00
<b>Total Project Costs</b>		<b>\$ 620,000.00</b>



- a. Please describe specifically what the project costs will go towards (provide an attached summary for more information if needed).

For the construction of a small motel and furnishing.

Sources of Funding for Project Costs	Amount
Bank Financing	\$ 600,000.00
Equity (Excluding equity that is attributed to grants/tax credits)	\$ 0.00
Tax Exempt Bond Issuance (if applicable)	\$ 0.00
Taxable Bond Issuance (if applicable)	\$ 0.00
Public Sources (Include total of all state and federal grants and tax credits)	\$ 0.00
Grants (Identify All)	
Launch Lewis County CDBG	\$ 20,000.00
Personal Financing	
<b>Total Sources of Funds</b>	<b>\$ 620,000.00</b>

**9. Job Creation**

- a. Construction Jobs (FTE) created by the project:
- i. Anticipated Dates of Construction: March 30,2023
  - ii. Average Annual or Hourly Wage: \$ 20.00
- b. Permanent Jobs (FTE) created by the project:

Permanent Jobs Created						
(A) Job Title	(B) Annual or Hourly Wages	(C) Current Number of Positions	(D) Jobs Created: Year 1	(E) Jobs Created: Year 2	(F) Jobs Created: Year 3	(G) Total Jobs Created
Manager	39000.00	0	1	0	0	1
Cleaner	20000.00	0	0	1	0	1
grounds/ Maintenance	20000.00	0	1	0	0	1

- c. If there isn't significant local job creation associated with the project, what other means is the applicant implementing to justify issuance of financial incentives? Examples: contributions to local workforce development programs, contributions to economic development or community development funds. **Please explain:**

## 10. Use of Local Workforce Policy

The use of 'local labor' will be a factor in evaluating this application. Answers to the following questions will assist us in that evaluation:

'Local labor' for the purpose of this application is defined as residents from Lewis, Oneida, Jefferson, St. Lawrence & Oswego Counties. If a 'labor workforce plan' has been designated, please include that plan as an addendum to this application. Questions below are applicable for both a construction project and for operations of a sustaining project.

- a. Please check which best describes your project scope:  
 **Construction Project**     **Long Term Operations Project**     **Both**
- b. How will the project developer seek out and use the local workforce? If your workforce is already "local" by definition, **please explain:**  
  
Local contractor to construct business.
- c. What is your total expected workforce during the construction phase of the project?  
5 People
- d. What percentage of those are expected to be local?  
100%
- e. What is the total expected workforce during the operations phase of the project?  
3 People
- f. What percentage of the operational workforce will be local?  
100%
- g. What specific approaches are to be used in your efforts to identify local workforce candidates if additional project workers are necessary?  
Go through our general contractor.
- h. If additional contractors or subcontractors are to be hired, will you request use of local labor? If so, **please give examples of how that request will be made:**  
  
Through our local general contractor.
- i. The LCIDA acknowledges that the extensive use of local labor is not always possible. Are there circumstances, such as those used in the examples below, that will affect the percentage of local labor for your project? **Please explain:**  
**i. Is there a warrantee issue involved?**  
**ii. The work is so highly specialized that local labor cannot be found.**  
**iii. You identified a significant cost differential when using local labor.**  
**iv. No local labor is available.**

N/A

*It is the intention of the LCIDA to randomly verify the use of the local labor workforce, using whatever method it determines most effective. This verification may occur throughout the term of any incentive programs or loans granted.*

## 11. Positive Impacts

### a. Please list any other positive impacts that the project may have on Lewis County:

Provide more lodging for commuters to the area for all of the recreational activities the a



## 12. References

Please list three (3) professional/business references:

- a. Name: Highmarket Inn  
Address: 4441 highmarket Rd. Constableville, NY 13325  
Relationship: Friends
- b. Name: West Wind Motel & Town Houses  
Address: 4725 State Route 26 Turin, NY 13473  
Relationship: Friends
- c. Name: Justin Mahar Trucking  
Address: 4285 State Route 26 Turin, NY 13473  
Relationship: Family

## 13. Representations by the Applicant

The Applicant understands and agrees with the Agency as follows:

- a. **Job Listings:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- b. **First Consideration for Employment:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- c. **Annual Sales Tax Filings:** In accordance with Section 874 (8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874 (8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

- d. **Annual Employment Reports:** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- e. **Confirmation Documentation:** The applicant understands and agrees that if the Project receives assistance from the Agency/Corporation---either tax incentives or loans---the applicant agrees to provide the Agency/Corporation, if requested, with a copy of their 'Annual Report' , their 'Annual Audit Report', their corporate or personal tax returns and/ or their New York State Form 'NYS-45' (Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return), as appropriate, throughout the period that benefits are provided the company. These reporting requirements---specifically identified in Closing Documents, Loan Documents or other project specific agreements---may be used by the Agency/Corporation to assist us in verifying that commitments made as part of this application--- regarding stated goals for employment or capital investment in the project---are being achieved.
- f. **Absence of Conflicts of Interest:** The applicant has reviewed the Agency's website and identified the list of the members, officers, employees, and Counsel of the Agency. No member, officer, employee, or Counsel of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, **except as hereinafter described:**
  
- g. **Recapture Provision:** The applicant is making certain representations in this request for assistance. Based on these representations, a decision will be rendered as to whether our organization will extend those benefits. If benefits are extended---particularly as regards to property tax benefits, sales tax benefits and/or mortgage recording tax savings---and representations made in this application are not achieved--- this organization reserves the right to seek the return of those benefits, in whole or in part, on behalf of the impacted taxing jurisdictions. The decision to seek a return of any provided benefit will follow the Agency's Project Recapture and Termination Policy.
- h. **Property Tax Assessment:** The applicant acknowledges it does not have an existing property tax assessment challenge in process on the property under consideration in this application and it does not intend to file a challenge prior to completion of this application and approval of benefits.

## HOLD HARMLESS AGREEMENT and APPLICATION DISCLAIMER AND CERTIFICATION PURSUANT TO NEW YORK STATE FREEDOM OF INFORMATION LAW ("FOIL")

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

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Agency, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Article 18-A of the General Municipal Law ("GML") and the Public Authorities Accountability Act of 2005, as codified within the Public Authorities Law ("PAL") of the State. Specifically, this Application may be disclosed by the Agency to any member of the public pursuant to a properly submitted request under FOIL and the Agency is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

Notwithstanding the foregoing, the Company, pursuant to this Certification, may formally request that the Agency consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d). To the extent that any such information should qualify as trade secrets, the Company hereby requests that the Agency redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction\*:

(\* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Agency shall make an independent determination of the extent to which any information contained herein may be considered as such). Please also make specific reference to any data or information, which if disclosed, would cause substantial injury to the competitive position of your business enterprise.

In the event that the Agency is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Agency agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Agency to protect the trade secrets from disclosure shall be reimbursed by the Company to the Agency.

- a. The sum of \$500 as a non-refundable processing fee.
- b. An amount equal to 2% of the total project costs for projects with bond financing, and an amount equal to 1% of the total project costs for all other projects for which the Agency provides financial assistance, to be paid at transaction closing (see page 2 of this application and the attached fee schedule for more specifics regarding these fees);
- c. An amount equal to \$\_\_\_\_\_ payable to the Agency's bond/transaction counsel for the preparation and review of the



inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;

- d. 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 or 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 or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Agency's bond/transaction counsel;
- e. The cost incurred by the Agency and paid by the applicant, including bond/transaction counsel and the Agency's general counsel's 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.

The applicant further covenants and agrees that the applicant is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in handling the application and pursuing the proposed project notwithstanding the occurrence of any of the following:

- a. The applicant's withdrawal, abandonment, cancellation, or failure to pursue the Application;
- b. The inability of the Agency or the applicant to procure the services of one or more financial institutions to provide financing for the proposed project;
- c. The applicant's failure, for whatever reason, to undertake and/or successfully complete the proposed project; or
- d. The Agency's failure, for whatever reason, to issue tax-exempt revenue bonds in lieu of conventional financing.

The applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations 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.

**COMPANY ACKNOWLEDGMENT AND CERTIFICATION**

STATE OF NEW YORK    )

) ss:

COUNTY OF LEWIS        )

\_\_\_\_\_, 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.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

\_\_\_\_\_  
**Signature of Officer**

Subscribed and affirmed to me under penalties of perjury this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public



**\*\*THIS SECTION TO BE COMPLETED BY Lewis County IDA\*\***

ESTIMATED PROJECT COSTS ELIGIBLE FOR LCIDA FINANCING	
<i>Sales &amp; Tax Use</i>	
A. Amount of Project Cost Subject to Sales & Use Tax	\$
Sales & Use Tax Rate	8.0%
B. Estimated Sales Tax (A. X .08):	\$
<i>Mortgage Recording Tax Exemption</i>	
A. Projected Amount of Mortgage	\$
Mortgage Recording Tax Rate	0.75%
B. Estimated Mortgage Recording Tax (a. X .0075)	\$
<i>Real Property Tax Exemption</i>	
A. Projected Increase in Assessed Property Value Due to Project	\$
B. Total Applicable Tax Rates Per \$1000	\$
C. Estimated Annual Taxes Without PILOT (a X b)/1,000	\$
<i>Interest Exemption (Bond Transactions Only)</i>	
A. Total Estimated Interest Expense Assuming Taxable Interest	\$
B. Total Estimated Interest Expense Assuming Tax-Exempt Interest	\$
ESTIMATED BENEFITS OF LCIDA FINANCIAL ASSISTANCE	
Current Company Employment in Lewis County	
Current Company Payroll in Lewis County	\$
Project Jobs to Be Created Over 3 Years	

TASK	DATE	STAFF INITIALS
OSC Project Number Assigned		
Retail Determination (Y/N) Retail Exception Used:		
Date Application Assigned to Agency Counsel:		
UTEP Deviation (Y/N):		
IRB – Volume Cao Needed (Y/N):		
IRB/501c3 – FEFRA Required (Y/N):		
Date of Agency Adoption of Initial Resolution:		
Date Set for Public Hearing:		
Public Hearing Notice – Publication Date/ATJ Mailings:		
Date Set for Deviation Hearing (as needed):		
Deviation Hearing Notice (as needed):		
Date of Agency Adoption of Closing Resolution:		
Date of Final Approval of Application:		

