

## **Application for Financial Assistance**

A) Applicant Information:	
Applicant Name:	_
Applicant Address:	
Phone:	Fax:
Website:	E-mail:
Federal ID#:	NAICS:
State and Year or Incorporation/Organization:	
Will a Real Estate Holding Company be utilized to own	the Project property/facility? 🔲 Yes or 🔲 No
What is the name of the Real Estate Holding Company	/:
Federal ID#:	
State and Year or Incorporation/Organization:	·
B) Individual Completing Application:	
Name:	
Title:	
Address:	
Phone:	Fax:
E-Mail:	_
C) Company Contact (if different from individual con	npleting application):
Name:	
Title:	
Address:	
Phone:	
E-Mail:	
D) <u>Company Counsel:</u>	
Name of Attorney:	
Firm Name:	
Address:	
Phone:	Fax:
E-mail:	

E) <u>Bu</u>	siness Organization (checl	<u>cappropriate</u>	category):				
	Corporation		Partners	hip			
	Public Corporation		Joint Ver	nture			
	Sole Proprietorship		Limited L	iability Company			
	Other (please specify) _						
	Year Established:						
	State in which Organiza	ition is establis	shed:				
F) <u>List</u>	t all stockholders, membe	rs, or partners	s with % of own	ership greater than 2	<u> 20%:</u>		
	<u>Name</u>			% of owners	ship		
G) Ap	plicant Business Description	on:					
	be in detail company back		ıcts, customers,	goods and services.	Description is critica	l in determining ε	eligibility:
	. ,				•		·
Estima	ated % of sales within Cou	nty/City/Town	/Village:				
Estima	ated % of sales outside Cou	unty/City/Tow	n/Village, but w	ithin New York State:	1		
Estima	ated % of sales outside Ne	w York State, k	out within the U	.S.:			
Estima	ated % of sales outside the	: U.S.:					
(*Perc	centage to equal 100%)						
H) E:	stimated percentage of y	our total anr	nual supplies, r	aw materials and ve	endor services are	purchased from	firms within
-	y/City/Town Village:					'	
		Section II: P	roject Descripti	on & Details			
<b>A)</b> Pl	hysical Project Location:						
							_

Detailed Description of Project (new build, renovations, and/or equipment purchases). Identify specific uses occurring with project. Describe any and all tenants and any/all end users (This information is critical in determining project eligibility):	in the
C) Please confirm by checking the box, below, if there is likelihood that the Project would not be undertaken but for the Fir Assistance provided by the Agency?	ıancial
f the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the provided below indicating why the Project should be undertaken by the Agency:	space
<del></del>	
<del></del>	
f the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applican County/City/Town/Village?	t and
D) Current Assessed Value of Property	
Property Tax ID#	
(not required if project is for equipment purchases only)	
Are utilities on Site: Water Electric	
Gas Sanitary/Storm Sewer	
E) Present legal owner of site	
f other than Applicant by what means will the site be acquired for this Project:	

_	
F) Zoning of Project Site: Current:Proposed:	
Are any variances Needed:	<del></del>
Principal Use of Project upon completion:	<del></del>
<b>G)</b> Will the Project result in the removal of a facility of the Ap	oplicant from one area of the State of New York to another?
☐ Yes or ☐ No	
Will the Project result in the removal of a facility of another York to another area of the State of New York?	er proposed occupant of the Project from one area of the State of New or $\square$ No
Will the Project result in the abandonment of one or more fa	acilities located in the State of New York?  Yes or  No
If the answer to any of the questions in G were yes, indicate	whether any of the following apply to the Project:
<ol> <li>Is the Project reasonably necessary to preserve the industry? ☐ Yes or ☐ No If yes, please provide det</li> </ol>	competitive position of the Company or such Project Occupant in its ail:
<ol> <li>Is the Project reasonably necessary to discourage th</li> </ol>	ne Company or such Project Occupant from removing such other plant or
facility to a location outside the State of New York?  Yes	or No If yes, please provide detail:
H) Estimated costs in connection with Project:	
n) Estimated costs in connection with Project:	
<ol> <li>Land and/or Building Acquisition:</li> </ol>	\$
square	feet
2. New Building Construction:square	feet \$
3. New Building Addition(s): square feet	\$
4. Infrastructure Work	\$
5. Reconstruction/Renovation: square	feet \$
6. Manufacturing Equipment:	\$
7. Non-Manufacturing Equipment (furniture, fixtures,	etc.): \$
8. Soft Costs: (professional services, etc.):	\$
9. Other, Specify:	<u> </u>

TOTAL Capital Costs:	\$
Percentage of Total Capital Costs Purchased Locally*  * - Locally is defined as within Yates County and surrounding Counties  Project refinancing; estimated amount	\$
(for refinancing of existing debt only)	\$
I) Sources of Funds for Project Costs:	
Bank Financing:	\$
Equity (excluding equity that is attributed to grants/tax credits)	\$
Tax Exempt Bond Issuance (if applicable)	\$
Taxable Bond Issuance (if applicable)	\$
Public Sources (Include sum total of all state and federal grants and tax credits)	\$
Identify each state and federal grant/credit:	
	\$
	\$
	\$
	\$
Total Sources of Funds for Project Costs:	\$
Have any of the above costs been paid or incurred as of the date of this Ap	plication?
If Yes, describe particulars:	
Mortgage Recording Tax Exemption Benefit: Amount of mortgage that we	ould be subject to mortgage recording tax:
Mortgage Amount (include sum total of construction/permanent/	/bridge financing): \$
Estimated Mortgage Recording Tax Exemption Benefit (product of Amount as indicated above multiplied by 1%):	f Mortgage \$
Sales and Use Tax: Gross amount of costs for goods and services that are to benefit from the Agency's Sales and Use Tax exemption benefit:	subject to State and local Sales and Use tax - said amoun
	\$
Estimated State and local Sales and Use Tax Benefit (product of 8% multipl	ied by the figure, above):
	\$

\*\* Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents 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 Agency may authorize with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.

#### **Real Property Tax Benefit:**

<u>IDA PILOT Benefit</u>: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted in <u>Section II(I)</u> of the Application.

<u>Percentage of Project Costs financed from Public Sector sources</u>: Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above in <u>Section II(I)</u> of the Application.

**J)** What is your project timetable (Provide dates):

. Start date: acquisition of equipment or construction of facilities:				
2. Estimated completion date of project:				
3. Project occupancy – estimated starting date of operations:				
4. Have construction contracts been signed?	Yes or No			
5. Has Financing been finalized?	Yes or No			

Employment Plan (Specific to the proposed project location):

	Current # of jobs at	IF FINANCIAL	IF FINANCIAL	Estimate number of
	proposed project	ASSISTANCE IS GRANTED	ASSISTANCE IS	residents of the Labor
	location or to be	– project the number of	GRANTED – project the	Market Area in which the
	relocated to project	FTE and PTE jobs to be	number of FTE and PTE	Project is located that will
	location	RETAINED	jobs to be CREATED	fill the FTE and PTE jobs to
			upon THREE Years after	be created upon THREE
				Years after Project
				Completion **
Full time				
(FTE)				
Part Time				
(PTE)				
Total				

<sup>\*\*</sup> For purposes of this question, please estimate the number of FTE and PTE jobs that will be filled, as indicated in the third column, by residents of the Labor Market Area, in the fourth column. The Labor Market Area includes Yates, Seneca, Ontario, Monroe,

<sup>\*\*</sup> If constructions contracts have been signed, please provide copies of executed construction contracts and a complete project budget. The complete project budget should include all related construction costs totaling the amount of the new building construction, and/or new building addition(s), and/or renovation.

	truction jobs will be created	d:			
	. action jobs will be created	<u> </u>			<del></del>
ategory of Jobs to be etained and Created	Number of Jobs Retained	Number of Jobs Created of next three years	over Average Salary or Salary	Range of	Average Fringe Benefits of Range of Fringe Benefits
Management					
Professional					
Administrative					
Production					
Independent					
Contractor Other					
<b>L)</b> Salary and Fring	e Benefits for Jobs to be Re	Letained and/or Created:			
<b>M)</b> Employment at	other locations in County/	City/Town/Village: (provide	e address and number of	f employee	s at each location):
<b>M)</b> Employment at			e address and number of	f employee Address	s at each location):
<b>M)</b> Employment at					s at each location):
					s at each location):
Full time					s at each location):
Full time Part Time Total			dress	Address	s at each location):
Full time Part Time Total  N) Will any of the factors  ** If any of the factors	acilities described above be	Address Add	dress ed activity?  Yes or [	Address	

forth in this Application.

# **Section III: Retail Questionnaire**

# **Not Applicable**

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

## Please answer the following:

	Yes or No. If the answer is yes, please continue. If no, proceed to section IV	
th	or purposes of Question A, the term "retail sales" means (i) sales by a registered vencine State of New York (the "Tax Law") primarily engaged in the retail sale of tangitection 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personate	ible personal property (as defined in
go	/hat percentage of the cost of the Project will be expended on such facilities or propods or services to customers who personally visit the project?	%. If the answer is less than 33%
	answer to A is Yes $\underline{AND}$ the answer to Question B is greater than $\underline{33.33\%}$ , indica apply to the project:	ate which of the following questions
1.	Will the project be operated by a not-for-profit corporation?	Yes or No
	Is the Project location or facility likely to attract a significant number of visitors from signon (Rochester / Finger Lakes) in which the project will be located?	m outside the economic development
If	yes, please provide a third party market analysis or other documentation supporting	your response.
re	Is the predominant purpose of the project to make available goods or services which assonably accessible to the residents of the municipality within which the proposed puck of reasonably accessible retail trade facilities offering such goods or services?	
If	yes, please provide a third party market analysis or other documentation supporting	your response.
4.	Will the project preserve permanent, private sector jobs or increase the overall r jobs in the State of New York?	number of permanent, private sector  Yes or No
	If yes, explain	
5.	. Is the project located in a Highly Distressed Area?	Yes or No
	Section IV: Inter-Municipal Move Determination	

The Agency is required by state law to make a determination that, if completion of a Project benefiting from Agency Financial Assistance results in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, Agency Financial Assistance is required to prevent the project occupant from relocating out of the state, or is reasonably necessary to preserve the project occupant's competitive position in its respective industry.

to preserve the p	roject occupant's comp	betitive position i	irits respective industry.		
Will the Project r another area of t		f an industrial or	manufacturing plant of the Proje  Yes or No	ct occupant from one	area of the state to
Will the Project r	esult in the abandonn	ent of one or mo	ore plants or facilities of the Proje	ct occupant located w	vithin the state?
Assistance is requ	uired to prevent the F	roject from relo	g the aforementioned closing or cating out of the State, or is reas	onably necessary to p	
Does the Project	involve relocation or o	consolidation of a	a project occupant from another n	nunicipality?	
_	lew York State County/City/Town/Vill	age	Yes or No Yes or No		
If Yes to either qu	estion, please, explain	:			
Section V: Estir	nate of Real Property	Tax Abatement B	Benefits & Percentage of Project C	osts financed from Pu	ublic Sector sources
	• •		IDA Staff based upon information part of this completed Application		e Application, and
PILOT Estimate Ta	able Worksheet				
Dollar Value of New	Estimated New Assessed Value of	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000	

*Apply equalization rate to value
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**Property Subject** 

to IDA\*

Construction and

**Renovation Costs** 

PILOT Year	% Payment	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1							

2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
TOTAL				

<sup>\*</sup>Estimates provided are based on current property tax rates and assessment values

### Section VI: Representations, Certifications and Indemnification

receives, IDA Staff confirmation that Section I through Section V of the Application are complete.							
	(name of CEO or othe	er authorized representative of Applicant) confirms and says that					
he/she is the	(title) of	(name of corporation or other entity)					

named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents

thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

\*\* This Section of the Application can only be completed upon the Applicant receiving, and must be completed after the Applicant

A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.

- B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.

- D. Employment Reports: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.
- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. Hold Harmless Provision: The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

- H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application.
- I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency and the Agency's general counsel and/or the Agency's bond/transaction counsel, the same to be paid at the times indicated:
  - (i) a non-refundable \$250 application and publication fee (the "Application Fee");
  - (ii) a \$\_\_\_\_\_ expense for the Agency's Counsel Fee.
  - (iii) Unless otherwise agreed to by the Agency, an amount equal to One and a quarter percent (1.25%) of the total project costs. The FLEDC will collect its participation fee at the time of closing, based on the capital investment costs stated in this application. (Should the actual costs exceed those estimates by more than 25%, an additional fee will apply.)
  - (iv) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.
- J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.
- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL).

  Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.
- N. The Applicant acknowledges that it has been provided with 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.
- O. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:
  - § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of

the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

- P. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- Q. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that:

- A) The FLEDC will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.
- B) Failure of the Applicant to file appropriate Sales Tax and Employment reports will result in the revocation of tax benefits and require repayment of benefits previously claimed.

Joseph Sacks \_\_\_\_\_, being first duly sworn, deposes and says:

1. That I am the Authorized Signatory (Corporate Office) of Horning Solar LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.

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

(Signature of Officer)

(Date)

Subscribed and affirmed to me under penalties of perjury this 17th day of OCTOBER , 2023.

) ss .:

(Notary Public)

NEEL KAMAL BUNGADOO FLEDC SLB Application 07022020 07022020

STATE OF NEW YORK COUNTY OF YATES

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#### This Application should be submitted with:

A) A \$250 Application fee to: Finger Lakes Economic Development Center

One Keuka Business Park Penn Yan, New York 14527

(Attn: CEO).

- B) A certificate of insurance as follows:
  - 1. Worker's Compensation Insurance (FLEDC named as additional insured).
  - 2. General Liability Insurance with limits not less than \$1,000,000 per occurrence /accident and a blanket excess liability not less than \$3,000,000 (FLEDC named as additional insured).
  - 3. Insurance against loss/damage by fire, lightning or other casualties with a uniform standard extended coverage endorsement in an amount not less than the full replacement value of the Facility. (FLEDC named as named insured).

The FLEDC encourages the use of Yates County contractors/suppliers and asks that they be allowed to bid your project!