



**COIDA Board Meeting Agenda**

Monday January 23, 2023 8:00 AM

Updated 1/20/23

- **Call COIDA Board meeting to order-Chair**
- **Roll Call** – Calling of Board members, announcement as to whether a quorum is present
- **Approval of Previous Board Meeting Minutes**
  - *December 9, 2022 (Electronic) – Motion*
- **Financial** – Michael Dobell
  - *COIDA/ORLF Accept Monthly Financials (Finance Package) – Motion*
  - *PILOT Report- Diane*
- **Report of Committees/Departments/Sites**
  - Business Development – Gabrielle Barone
  - Project Update – Staff
  - Facilities/Sites- Michael
  - MAP and LDC Report - Diane
  - Legal – Kevin Zanner
  - Marketing – Michael
- **Executive Session – If Required – Motion (Including invitees)**
  - *Action on any matters from executive session – Motion*
- **Unfinished Business**
  -
- **New Business**
  - *Consider consultant agreement with Jim Whipple for 2023 -Motion*
  - *Consider agreement with the County of Orleans - Motion*
  - *Review current & proposed mission statement for COIDA*
  - *Resolution authorizing an amendment to the February 6, 2013 option agreement by and among with Philip and Dawn Keppler, COIDA, and OLRC – Motion*
  - *Resolution authorizing the building renovation and repair of industrial equipment by Freeze-Dried Intermediate Holdings LLC, to be located at 111 West Avenue in the Village of Albion, NY for lease to the agency and subsequent lease to Freeze-Dried Intermediate Holdings LLC, the execution of lease agreements and the taking of other actions - Motion*
- **Adjournment**





KeyBank  
P.O. Box 93885  
Cleveland, OH 44101-5885

**Public Sector Statement**  
**December 31, 2022**  
page 1 of 2

329681401777

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COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT

OEDA COUNTY FUNDS ACCOUNT

121 N MAIN ST FL 2  
ALBION NY 14411-1237

*Questions or comments?*

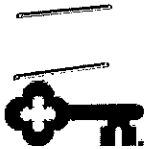
Call our Key Business Resource Center  
1-888-KEY4BIZ (1-888-539-4249)

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Public Transaction Basic 329681401777  
COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT  
OEDA COUNTY FUNDS ACCOUNT

Beginning balance 11-30-22	\$465,999.99
Ending balance 12-31-22	\$465,999.99

*Reconciled 1/3/23*  
*[Signature]*



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P.O. Box 93885  
Cleveland, OH 44101-5885

**Public Sector Statement**  
**December 31, 2022**  
page 1 of 3

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21 X 968 00021 R EM T1  
COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY  
121 N MAIN ST FL 2  
ALBION NY 14411-1237

*Questions or comments?*  
Call our Key Business Resource Center  
1-888-KEY4BIZ (1-888-539-4249)

— O E D A —

Public Transaction Basic 852011750  
COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY

Beginning balance 11-30-22	\$135,419.85
4 Additions	+13,484.47
27 Subtractions	-72,083.68
<b>Ending balance 12-31-22</b>	<b>\$76,820.64</b>

**Additions**

Deposits	Date	Serial #	Source	
	12-8		Direct Deposit, Paychex-Rcx Payroll	\$7,373.74
	12-12		Deposit Branch 0290 New York	5,000.00
	12-27		Deposit Branch 0290 New York	300.00
	12-28		Deposit Branch 0290 New York	810.73
<b>Total additions</b>				<b>\$13,484.47</b>

**Subtractions**

Paper Checks \* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
2747	12-2	\$171.58	2762	12-12	19.95	2769	12-21	10.00
*2753	12-8	2,153.00	2763	12-12	23.88	2770	12-19	137.37
*2757	12-5	233.40	2764	12-7	3,105.90	2771	12-22	139.98
2758	12-5	1,739.61	2765	12-8	170.10	2772	12-21	319.51
2759	12-5	27,692.98	2766	12-19	85.00	2773	12-19	40.00
2760	12-8	106.02	2767	12-13	93.00	*2775	12-27	131.03
2761	12-9	4,000.00	2768	12-20	1,250.00	*2785	12-30	2,153.00

**Paper Checks Paid \$43,775.31**

Withdrawals	Date	Serial #	Location	
	12-8		Direct Withdrawal, Paychex - Rcx Payroll	\$7,373.74
	12-8		Direct Withdrawal, Paychex-Rcx Payroll	7,061.12
	12-9		Direct Withdrawal, Paychex Tps Taxes	3,544.35
	12-12		Direct Withdrawal, Paychex Eib Invoice	152.24

Reconciled 1/3/23  
*[Signature]*

9:28 AM

01/03/23

Cash Basis

**Orleans Economic Development Agency**  
**Balance Sheet Prev Year Comparison w/o PILOT**  
**As of December 31, 2022**

	Dec 31, 22	Dec 31, 21	\$ Change	% Change
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
200 · Cash Accounts				
200.006 · OEDA County Fund Acct	465,999.99	0.00	465,999.99	100.0%
200.005 · Village of Medina Proj Closed	0.00	483.09	-483.09	-100.0%
200.001 · OEDA Agency Checking	71,318.52	74,148.12	-2,829.60	-3.8%
Total 200 · Cash Accounts	537,318.51	74,631.21	462,687.30	620.0%
Cash Restricted				
Agency 3rd Party PILOT Account	465,946.54	465,946.54	0.00	0.0%
Total Cash Restricted	465,946.54	465,946.54	0.00	0.0%
Total Checking/Savings	1,003,265.05	540,577.75	462,687.30	85.6%
Accounts Receivable				
385 · Interest & Penalties-A/R	3,097.82	3,097.82	0.00	0.0%
380 · Accounts Receivable	-54,441.68	-54,441.68	0.00	0.0%
Total Accounts Receivable	-51,343.86	-51,343.86	0.00	0.0%
Other Current Assets				
Interfund Activity	359.35	359.35	0.00	0.0%
205 · Due From OLRC	72,466.80	72,466.80	0.00	0.0%
480 · Prepaid expenses				
480.001 · Express Mail Corporate Account	158.75	128.45	30.30	23.6%
Total 480 · Prepaid expenses	158.75	128.45	30.30	23.6%
Total Other Current Assets	72,984.90	72,954.60	30.30	0.0%
Total Current Assets	1,024,906.09	562,188.49	462,717.60	82.3%
Fixed Assets				
101 · Land				
101.002 · Medina Business Park				
MBP Sewer System				
County Interagency Installmnt	11,034.85	11,034.85	0.00	0.0%
MBP Sewer System - Other	155,785.07	155,785.07	0.00	0.0%
Total MBP Sewer System	166,819.92	166,819.92	0.00	0.0%
101.002 · Medina Business Park - Other	87,549.65	87,549.65	0.00	0.0%
Total 101.002 · Medina Business Park	254,369.57	254,369.57	0.00	0.0%
101.003 · Holley Business Park	319,622.09	319,622.09	0.00	0.0%
101.004 · Land - Other	83,964.50	83,964.50	0.00	0.0%
Total 101 · Land	657,956.16	657,956.16	0.00	0.0%
104 · Machinery & equip	22,331.05	22,331.05	0.00	0.0%
114 · Accum deprec- Mach & equip	-22,331.05	-22,331.05	0.00	0.0%
Total Fixed Assets	657,956.16	657,956.16	0.00	0.0%
Other Assets				
Payment transfer to OLRC/OEDA/	-6,227.50	33,772.50	-40,000.00	-118.4%
399 · Deferred Outflow of Resources	135,803.00	135,803.00	0.00	0.0%
Total Other Assets	129,575.50	169,575.50	-40,000.00	-23.6%
<b>TOTAL ASSETS</b>	<b>1,812,437.75</b>	<b>1,389,720.15</b>	<b>422,717.60</b>	<b>30.4%</b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Current Liabilities				
Accounts Payable				
600 · Accounts payable	-21,199.63	-21,199.63	0.00	0.0%
Total Accounts Payable	-21,199.63	-21,199.63	0.00	0.0%

9:28 AM

01/03/23

Cash Basis

**Orleans Economic Development Agency**  
**Balance Sheet Prev Year Comparison w/o PILOT**  
**As of December 31, 2022**

	Dec 31, 22	Dec 31, 21	\$ Change	% Change
<b>Other Current Liabilities</b>				
Loan Payable - Current	0.00	33,333.34	-33,333.34	-100.0%
Deferred Inflow of Resources	75,785.00	75,785.00	0.00	0.0%
604 · Cash Held on Behalf of Others	520,998.03	520,998.03	0.00	0.0%
Due to OLRC	166,704.39	166,704.39	0.00	0.0%
601 · Accrued Liabilities	9,637.12	9,637.12	0.00	0.0%
602 · Payroll Deductions				
602.200 · Employee Deductions				
602.205 · NYS & Local Retirement	-11,328.03	35,237.00	-46,565.03	-132.2%
602.206 · Cafeteria Plan	3,654.07	2,422.67	1,231.40	50.8%
<b>Total 602.200 · Employee Deductions</b>	<b>-7,673.96</b>	<b>37,659.67</b>	<b>-45,333.63</b>	<b>-120.4%</b>
602 · Payroll Deductions - Other	1,196.93	0.00	1,196.93	100.0%
<b>Total 602 · Payroll Deductions</b>	<b>-6,477.03</b>	<b>37,659.67</b>	<b>-44,136.70</b>	<b>-117.2%</b>
<b>Total Other Current Liabilities</b>	<b>766,647.51</b>	<b>844,117.55</b>	<b>-77,470.04</b>	<b>-9.2%</b>
<b>Total Current Liabilities</b>	<b>745,447.88</b>	<b>822,917.92</b>	<b>-77,470.04</b>	<b>-9.4%</b>
<b>Long Term Liabilities</b>				
680 · Pension Liability	245.00	245.00	0.00	0.0%
Loan Payable - LT				
Cardone Trust Note Payable	-0.18	-0.18	0.00	0.0%
<b>Total Loan Payable - LT</b>	<b>-0.18</b>	<b>-0.18</b>	<b>0.00</b>	<b>0.0%</b>
689 · Other Long Term Debt (spec)				
689.003 · Loan Payable - Orleans Co.	500,000.00	0.00	500,000.00	100.0%
<b>Total 689 · Other Long Term Debt (spec)</b>	<b>500,000.00</b>	<b>0.00</b>	<b>500,000.00</b>	<b>100.0%</b>
<b>Total Long Term Liabilities</b>	<b>500,244.82</b>	<b>244.82</b>	<b>500,000.00</b>	<b>204,231.7%</b>
<b>Total Liabilities</b>	<b>1,245,692.70</b>	<b>823,162.74</b>	<b>422,529.96</b>	<b>51.3%</b>
<b>Equity</b>				
908 · Transfer from OLRC	567,500.00	500,000.00	67,500.00	13.5%
909.001 · Retained Earnings	122,680.09	304,780.39	-182,100.30	-59.8%
Net Income	-67,312.36	-182,100.30	114,787.94	63.0%
<b>Total Equity</b>	<b>622,867.73</b>	<b>622,680.09</b>	<b>187.64</b>	<b>0.0%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,868,560.43</b>	<b>1,445,842.83</b>	<b>422,717.60</b>	<b>29.2%</b>

9:28 AM

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<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
<b>200 · Cash Accounts</b>				
200.006 · OEDA County Fund Acct	465,999.99	0.00	465,999.99	100.0%
200.005 · Village of Medina Proj Closed	0.00	483.09	-483.09	-100.0%
200.001 · OEDA Agency Checking	71,318.52	74,148.12	-2,829.60	-3.8%
200.003 · OEDA PILOT Checking	0.00	407,480.20	-407,480.20	-100.0%
<b>Total 200 · Cash Accounts</b>	<b>537,318.51</b>	<b>482,111.41</b>	<b>55,207.10</b>	<b>11.5%</b>
<b>Cash Restricted</b>				
Agency 3rd Party PILOT Account	465,946.54	465,946.54	0.00	0.0%
<b>Total Cash Restricted</b>	<b>465,946.54</b>	<b>465,946.54</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Checking/Savings</b>	<b>1,003,265.05</b>	<b>948,057.95</b>	<b>55,207.10</b>	<b>5.8%</b>
<b>Accounts Receivable</b>				
385 · Interest & Penalties-A/R	3,097.82	3,097.82	0.00	0.0%
380 · Accounts Receivable	-54,441.68	-54,441.68	0.00	0.0%
381 · PILOT Receivable	60,274.70	56,122.68	4,152.02	7.4%
<b>Total Accounts Receivable</b>	<b>8,930.84</b>	<b>4,778.82</b>	<b>4,152.02</b>	<b>86.9%</b>
<b>Other Current Assets</b>				
Interfund Activity	359.35	359.35	0.00	0.0%
205 · Due From OLRC	72,466.80	72,466.80	0.00	0.0%
480 · Prepaid expenses				
480.001 · Express Mail Corporate Account	158.75	128.45	30.30	23.6%
<b>Total 480 · Prepaid expenses</b>	<b>158.75</b>	<b>128.45</b>	<b>30.30</b>	<b>23.6%</b>
<b>Total Other Current Assets</b>	<b>72,984.90</b>	<b>72,954.60</b>	<b>30.30</b>	<b>0.0%</b>
<b>Total Current Assets</b>	<b>1,085,180.79</b>	<b>1,025,791.37</b>	<b>59,389.42</b>	<b>5.8%</b>
<b>Fixed Assets</b>				
<b>101 · Land</b>				
101.002 · Medina Business Park				
MBP Sewer System				
County Interagency Installmnt	11,034.85	11,034.85	0.00	0.0%
MBP Sewer System - Other	155,785.07	155,785.07	0.00	0.0%
<b>Total MBP Sewer System</b>	<b>166,819.92</b>	<b>166,819.92</b>	<b>0.00</b>	<b>0.0%</b>
101.002 · Medina Business Park - Other	87,549.65	87,549.65	0.00	0.0%
<b>Total 101.002 · Medina Business Park</b>	<b>254,369.57</b>	<b>254,369.57</b>	<b>0.00</b>	<b>0.0%</b>
101.003 · Holley Business Park	319,622.09	319,622.09	0.00	0.0%
101.004 · Land - Other	83,964.50	83,964.50	0.00	0.0%
<b>Total 101 · Land</b>	<b>657,956.16</b>	<b>657,956.16</b>	<b>0.00</b>	<b>0.0%</b>
104 · Machinery & equip	22,331.05	22,331.05	0.00	0.0%
114 · Accum deprec- Mach & equip	-22,331.05	-22,331.05	0.00	0.0%
<b>Total Fixed Assets</b>	<b>657,956.16</b>	<b>657,956.16</b>	<b>0.00</b>	<b>0.0%</b>
<b>Other Assets</b>				
Payment transfer to OLRC/OEDA/	-6,227.50	33,772.50	-40,000.00	-118.4%
399 · Deferred Outflow of Resources	135,803.00	135,803.00	0.00	0.0%
<b>Total Other Assets</b>	<b>129,575.50</b>	<b>169,575.50</b>	<b>-40,000.00</b>	<b>-23.6%</b>
<b>TOTAL ASSETS</b>	<b>1,872,712.45</b>	<b>1,853,323.03</b>	<b>19,389.42</b>	<b>1.1%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
600 · Accounts payable	-21,199.63	-21,199.63	0.00	0.0%
<b>Total Accounts Payable</b>	<b>-21,199.63</b>	<b>-21,199.63</b>	<b>0.00</b>	<b>0.0%</b>

9:28 AM

01/03/23

Cash Basis

**Orleans Economic Development Agency**  
**Balance Sheet Prev Year Comparison w/PILOT**  
**As of December 31, 2022**

	Dec 31, 22	Dec 31, 21	\$ Change	% Change
<b>Other Current Liabilities</b>				
Loan Payable - Current	0.00	33,333.34	-33,333.34	-100.0%
Deferred Inflow of Resources	75,785.00	75,785.00	0.00	0.0%
604 · Cash Held on Behalf of Others	520,998.03	520,998.03	0.00	0.0%
Due to OLRC	166,704.39	166,704.39	0.00	0.0%
601 · Accrued Liabilities	9,637.12	9,637.12	0.00	0.0%
602 · Payroll Deductions				
602.200 · Employee Deductions				
602.205 · NYS & Local Retirement	-11,328.03	35,237.00	-46,565.03	-132.2%
602.206 · Cafeteria Plan	3,654.07	2,422.67	1,231.40	50.8%
Total 602.200 · Employee Deductions	-7,673.96	37,659.67	-45,333.63	-120.4%
602 · Payroll Deductions - Other	1,196.93	0.00	1,196.93	100.0%
Total 602 · Payroll Deductions	-6,477.03	37,659.67	-44,136.70	-117.2%
631 · Due to Other Governments				
631.001 · PILOTs payable	4,152.02	407,480.20	-403,328.18	-99.0%
Total 631 · Due to Other Governments	4,152.02	407,480.20	-403,328.18	-99.0%
<b>Total Other Current Liabilities</b>	<b>770,799.53</b>	<b>1,251,597.75</b>	<b>-480,798.22</b>	<b>-38.4%</b>
<b>Total Current Liabilities</b>	<b>749,599.90</b>	<b>1,230,398.12</b>	<b>-480,798.22</b>	<b>-39.1%</b>
<b>Long Term Liabilities</b>				
680 · Pension Liability	245.00	245.00	0.00	0.0%
Loan Payable - LT				
Cardone Trust Note Payable	-0.18	-0.18	0.00	0.0%
Total Loan Payable - LT	-0.18	-0.18	0.00	0.0%
689 · Other Long Term Debt (spec)				
689.003 · Loan Payable - Orleans Co.	500,000.00	0.00	500,000.00	100.0%
Total 689 · Other Long Term Debt (spec)	500,000.00	0.00	500,000.00	100.0%
<b>Total Long Term Liabilities</b>	<b>500,244.82</b>	<b>244.82</b>	<b>500,000.00</b>	<b>204,231.7%</b>
<b>Total Liabilities</b>	<b>1,249,844.72</b>	<b>1,230,642.94</b>	<b>19,201.78</b>	<b>1.6%</b>
<b>Equity</b>				
908 · Transfer from OLRC	567,500.00	500,000.00	67,500.00	13.5%
909.001 · Retained Earnings	122,680.09	304,780.39	-182,100.30	-59.8%
Net Income	-67,312.36	-182,100.30	114,787.94	63.0%
<b>Total Equity</b>	<b>622,867.73</b>	<b>622,680.09</b>	<b>187.64</b>	<b>0.0%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,872,712.45</b>	<b>1,853,323.03</b>	<b>19,389.42</b>	<b>1.1%</b>



9:29 AM

01/03/23

Cash Basis

# Orleans Economic Development Agency Profit & Loss Budget Performance December 2022

	Dec 22	Budget	Jan - Dec 22	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
980 · Revenues					
2116 · Fees (specify)					
2116.07 · Administrative Fee	0.00		2,508.14		
2116.01 · Application Fees	0.00	500.00	0.00	6,000.00	6,000.00
2116.03 · Economic Development Fees	5,000.00		177,681.00		
2116.04 · Consulting	810.73		6,521.09		
Total 2116 · Fees (specify)	5,810.73	500.00	186,710.23	6,000.00	6,000.00
2401 · Interest & Earnings	0.00		0.00		
2706 · Grants from Local Governments					
2706.02 · Grants from Local Govts - Other	0.00		204,000.00		
Total 2706 · Grants from Local Governments	0.00		204,000.00		
2770 · Other Unclassified Revenue					
2770.1 · Misc. Reimbursements	0.00		815.50		
2770.2 · Misc. Income	0.00		27,500.03		
Total 2770 · Other Unclassified Revenue	0.00		28,315.53		
Total 980 · Revenues	5,810.73	500.00	419,025.76	6,000.00	6,000.00
Total Income	5,810.73	500.00	419,025.76	6,000.00	6,000.00
Gross Profit	5,810.73	500.00	419,025.76	6,000.00	6,000.00
Expense					
522 · Expenses					
6460 · Administration					
6460.1 · Salaries & related expenses					
6460.11 · Salaries & wages	19,922.66		268,762.51		
6460.13 · Social Security Expense	1,221.14		16,271.22		
6460.14 · Fed Unemp Tax Exp	0.00		151.60		
6460.15 · Medicare Exp.	285.58		3,805.34		
6460.17 · NYS Unemploy. Ins.	0.00		730.43		
6460.18 · Disability Cnty Self-Ins	0.00		2,508.24		
Total 6460.1 · Salaries & related expenses	21,429.38		292,229.34		
6460.4 · Contractual Expenses					
~4.100 · Other personnel expenses					
~4.101 · Legal fees	5,142.89		60,375.65		
~4.102 · Accounting fees	85.00		1,095.00		
~4.103 · Consultant Services	4,000.00		15,189.27		
~4.105 · Payroll Services	152.24		2,364.94		
~4.107 · Professional fees - other	50.00		10,474.51		
Total ~4.100 · Other personnel expenses	9,430.13		89,499.37		

# Orleans Economic Development Agency Profit & Loss Budget Performance December 2022

	Dec 22	Budget	Jan - Dec 22	YTD Budget	Annual Budget
~4.200 · Non-personnel expenses					
~4.201 · Supplies	96.55		2,548.60		
~4.202 · Telephone & telecommunications	680.32		8,975.33		
~4.203 · Postage, shipping, delivery	0.00		686.54		
~4.204 · Equip rental & maintenance	230.37		2,867.02		
~4.205 · Printing & copying	0.00		69.39		
~4.206 · Books, subscriptions, reference	0.00		218.34		
~4.207 · Advertising expenses	118.34		486.70		
~4.208 · Marketing	0.00		5,050.70		
Total ~4.200 · Non-personnel expenses	1,125.58		20,902.62		
~4.300 · Occupancy expenses					
~4.301 · Rent, parking, other occupancy	2,153.00		25,794.00		
Total ~4.300 · Occupancy expenses	2,153.00		25,794.00		
~4.700 · Travel & training					
~4.701 · Travel	61.19		1,100.61		
~4.702 · Conference, convention, meeting	0.00		400.00		
~4.704 · Meals	0.00		1,440.27		
Total ~4.700 · Travel & training	61.19		2,940.88		
~4.800 · Misc expenses					
~4.801 · Interest expense - general	0.00		666.67		
~4.802 · Insurance - non-employee	0.00		2,214.73		
~4.803 · Membership dues - organization	1,250.00		1,375.00		
~4.805 · Outside computer services	127.50		1,194.50		
~4.808 · Other Reimbursements	0.00		170.10		
~4.800 · Misc expenses - Other	0.00		1,083.03		
Total ~4.800 · Misc expenses	1,377.50		6,704.03		
Total 6460.4 · Contractual Expenses	14,147.40		145,840.90		
6460.8 · Employee Benefits					
6460.81 · Health Insurance	3,276.00		45,886.05		
Total 6460.8 · Employee Benefits	3,276.00		45,886.05		
Total 6460 · Administration	38,852.78		483,956.29		
Total 522 · Expenses	38,852.78		483,956.29		
6999 · Uncategorized Expenses	0.00		6,281.83		
Total Expense	38,852.78		490,238.12		
Net Ordinary Income	-33,042.05	500.00	-71,212.36	6,000.00	6,000.00

# Orleans Economic Development Agency Profit & Loss Budget Performance December 2022

	Dec 22	Budget	Jan - Dec 22	YTD Budget	Annual Budget
Other Income/Expense					
Other Income					
Office Space Rental	300.00		3,900.00		
Total Other Income	300.00		3,900.00		
Net Other Income	300.00		3,900.00		
Net Income	-32,742.05	500.00	-67,312.36	6,000.00	6,000.00

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01/03/23

Accrual Basis

# Orleans Economic Development Agency

## Transaction Detail by Account

### December 2022

Type	Date	Num	Name	Memo	Amount	Balance
<b>200 - Cash Accounts</b>						
<b>200.001 - OEDA Agency Checking</b>						
Check	12/07/2022	2761	Mindful Media Group	Inv# 1440 Consulting 2022	-4,000.00	-4,000.00
Check	12/07/2022	2762	Indoff Incorporated	Inv# 362990 Office Supplies	-19.95	-4,019.95
Check	12/07/2022	2763	Indoff Incorporated	Inv# 3613297 Office Supplies	-23.88	-4,043.83
Check	12/07/2022	2764	Orleans Co. Treasurer	EDA Medical Insurance Billing for D...	-3,105.90	-7,149.73
Check	12/08/2022	2765	Diane L Blanchard	Reimbursement of Medical Insuran...	-170.10	-7,319.83
Check	12/08/2022	2766	Roush C.P.A. PC	Accounting Services for November ...	-85.00	-7,404.83
Check	12/08/2022	2767	U.S. Bank Equipment Fin...	Inv# 488477902 RICOH Copier Ren...	-93.00	-7,497.83
Paych...	12/09/2022		Diane L Blanchard		-1,885.80	-9,383.63
Paych...	12/09/2022		Michael R Dobell		-2,484.72	-11,868.35
Paych...	12/09/2022		Gabrielle L Barone		-2,690.60	-14,558.95
Liabilit...	12/09/2022		Paychex	16-1356958, 161356958 6	-3,544.35	-18,103.30
Check	12/12/2022		Paychex	Small Business Pkg 12.12.22	-152.24	-18,255.54
Check	12/13/2022	2773	Orleans Co. Treasurer	UCC Continuation for Quorum Tak...	-40.00	-18,295.54
Check	12/14/2022	2768	NYSEDC	Inv 14012 2023 Membership Renew...	-1,250.00	-19,545.54
Check	12/14/2022	2769	Health Economics Group...	Administrative Fee Acct 7301 State...	-10.00	-19,555.54
Check	12/14/2022	2770	Pitney Bowes Global Fin...	Stamp Machine Lease Inv# 3316679...	-137.37	-19,692.91
Check	12/14/2022	2771	Spectrum Enterprise	Internet Service for Computers Inv# ...	-139.98	-19,832.89
Payment	12/14/2022	829...	Quorum/Takeform PILOT	CDBG Application Fee 2022	5,000.00	-14,832.89
Check	12/14/2022	2772	NTT Cloud Communicati...	Inv# USINV2211214241 Conferenc...	-319.51	-15,152.40
Check	12/21/2022	2774	Verizon Wireless	Cell Phone Usage and Fees Inv# 9...	-128.85	-15,281.25
Check	12/21/2022	2775	Michael R Dobell	Reimbursement for Travel and Cell ...	-131.03	-15,412.28
Check	12/21/2022	2776	Johnson Newspaper Cor...	Inv# 210b695f Legal Notice for Za...	-76.34	-15,488.62
Check	12/21/2022	2777	Johnson Newspaper Cor...	Inv# fc19ed02 Legal Notice for Quo...	-42.00	-15,530.62
Paych...	12/23/2022		Diane L Blanchard		-1,620.93	-17,151.55
Paych...	12/23/2022		Michael R Dobell		-2,484.72	-19,636.27
Paych...	12/23/2022		Gabrielle L Barone		-2,690.60	-22,326.87
Liabilit...	12/23/2022		Paychex	16-1356958, 161356958 6	-3,380.67	-25,707.54
Deposit	12/27/2022		Deposit		300.00	-25,407.54
Check	12/28/2022	2778	CH PC	Inv# 18208 Technician Onsite GMS...	-127.50	-25,535.04
Check	12/28/2022	2779	HurwitzFine PC	Inv# 2039100 Legal Serv through 1...	-2,223.60	-27,758.64
Check	12/28/2022	2780	HurwitzFine PC	Inv# 2039101 Legal Serv through 11...	-281.65	-28,040.29
Check	12/28/2022	2781	HurwitzFine PC	Inv# 2039102 Legal Serv through 11...	-1,547.64	-29,587.93
Check	12/28/2022	2782	HurwitzFine PC	Inv# 2039103 Legal Serv through 11/...	-1,090.00	-30,677.93
Check	12/28/2022	2783	Indoff Incorporated	Inv# 3619113 Office Supplies	-25.74	-30,703.67
Check	12/28/2022	2784	Keppler Culligan Water T...	Inv# 0282100 Bottled Water	-26.98	-30,730.65
Check	12/28/2022	2785	Village of Albion (v)	Rent for January 2023	-2,153.00	-32,883.65
Deposit	12/28/2022		Deposit		810.73	-32,072.92
Total 200.001 - OEDA Agency Checking					-32,072.92	-32,072.92
Total 200 - Cash Accounts					-32,072.92	-32,072.92
<b>TOTAL</b>					<b>-32,072.92</b>	<b>-32,072.92</b>



KeyBank  
P.O. Box 93885  
Cleveland, OH 44101-5885

Public Sector Statement  
December 31, 2022  
page 1 of 2

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COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY  
121 N MAIN ST FL 2  
ALBION NY 14411-1237

*Questions or comments?*  
Call our Key Business Resource Center  
1-888-KEY4BIZ (1-888-539-4249)

*- P 1101 -*

Public Transaction 852348282  
COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY

Beginning balance 11-30-22	\$11,430.73
1 Subtraction	-11,430.72
Ending balance 12-31-22	\$0.01

**Subtractions**

Paper Checks \* check missing from sequence

Check	Date	Amount
862	12-7	\$11,430.72

Paper Checks Paid \$11,430.72

**Fees and charges**

See your Account Analysis statement for details.

*Reconciled 1/3/23*  
*[Signature]*

# Orleans Economic Development Agency A/R Aging Summary As of January 3, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
A.J Piedimonte-Magc Inc.PILOT	0.00	0.00	0.00	0.00	0.00	0.00
BOMET Property LLC PILOT	3,856.75	0.00	0.00	0.00	4,152.02	8,008.77
Brunner International	7,606.90	0.00	0.00	0.00	0.00	7,606.90
Cottages at Troutburg LLC PILOT	82,221.06	0.00	0.00	0.00	0.00	82,221.06
Customer	0.00	0.00	0.00	0.00	0.00	0.00
Empire Fruit LLC PILOT	2,817.18	0.00	0.00	0.00	0.00	2,817.18
Falls Railroad PILOT	0.00	0.00	0.00	0.00	0.00	0.00
Holley Cold Storage PILOT	0.00	0.00	0.00	0.00	0.00	0.00
Lake Ridge Fruit	9,964.68	0.00	0.00	0.00	0.00	9,964.68
Misc. OEDA Customers	0.00	0.00	0.00	0.00	573.84	573.84
Orleans County Treasurer	0.00	0.00	0.00	0.00	0.00	0.00
Pride Pak Inc PILOT	7,632.47	0.00	0.00	0.00	0.00	7,632.47
Quorum Group LLC. PILOT	12,453.39	0.00	0.00	0.00	0.00	12,453.39
Quorum/Takeform PILOT	6,246.60	0.00	0.00	0.00	0.00	6,246.60
Save Holley High LLC	3,475.18	0.00	0.00	0.00	0.00	3,475.18
Town of Albion	0.00	0.00	0.00	0.00	500.00	500.00
Village of Holley (c)	0.00	0.00	0.00	0.00	0.00	0.00
Waddington North America Inc./PPP	0.00	0.00	0.00	0.00	0.00	0.00
Western New York Energy LLC PILOT	393,658.59	0.00	0.00	0.00	0.00	393,658.59
<b>TOTAL</b>	<b>529,932.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,225.86</b>	<b>535,158.66</b>



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Public Sector Statement  
December 31, 2022  
page 1 of 2

852331428

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COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY  
121 N MAIN ST FL 2  
ALBION NY 14411-1237

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- ORHA -

Public Transaction 852331428  
COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY

Beginning balance 11-30-22	\$33,487.68
1 Addition	+1,919.69
Net fees and charges	-41.49
<b>Ending balance 12-31-22</b>	<b>\$35,365.88</b>

**Additions**

Deposits	Date	Serial #	Source	
	12-27		Deposit Branch 0290 New York	\$1,919.69
<b>Total additions</b>				<b>\$1,919.69</b>

**Fees and charges**

Date		Quantity	Unit Charge	
12-8-22	Nov Analysis Service Chg	1	41.49	-\$41.49
<b>Fees and charges assessed this period</b>				<b>-\$41.49</b>

See your Account Analysis statement for details.

*Reviewed 1/3/23*  
*[Signature]*

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01/03/23  
Accrual Basis

# Orleans Revolving Loan Fund Balance Sheet Prev Year Comparison As of December 31, 2022

	Dec 31, 22	Dec 31, 21	\$ Change	% Change
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
200 · Orleans Revolving Loan Fund	35,407.37	19,950.49	15,456.88	77.5%
Total Checking/Savings	35,407.37	19,950.49	15,456.88	77.5%
Accounts Receivable				
392 · Loan payments receivable	-1,919.69	0.00	-1,919.69	-100.0%
Total Accounts Receivable	-1,919.69	0.00	-1,919.69	-100.0%
Other Current Assets				
Loan Principal (current yr)				
Medina Hospitality LLC	16,657.39	16,657.39	0.00	0.0%
Total Loan Principal (current yr)	16,657.39	16,657.39	0.00	0.0%
Total Other Current Assets	16,657.39	16,657.39	0.00	0.0%
Total Current Assets	50,145.07	36,607.88	13,537.19	37.0%
Other Assets				
Funds Transf to OEDA/OLRC/ORLF	8,951.82	8,951.82	0.00	0.0%
ORLF Loan Principal -noncurrent				
Medina Hospitality LLC	128,902.81	144,198.13	-15,295.32	-10.6%
Total ORLF Loan Principal -noncurrent	128,902.81	144,198.13	-15,295.32	-10.6%
Total Other Assets	137,854.63	153,149.95	-15,295.32	-10.0%
<b>TOTAL ASSETS</b>	<b>187,999.70</b>	<b>189,757.83</b>	<b>-1,758.13</b>	<b>-0.9%</b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Long Term Liabilities				
ORLF Deferred Revenue				
Allowance - Medina Hospitality	61,500.00	61,500.00	0.00	0.0%
Medina Hospitality LLC	-61,500.00	-61,500.00	0.00	0.0%
Total ORLF Deferred Revenue	0.00	0.00	0.00	0.0%
Total Long Term Liabilities	0.00	0.00	0.00	0.0%
Total Liabilities	0.00	0.00	0.00	0.0%
Equity				
3000 · Opening Bal Equity	1,060,322.72	1,060,322.72	0.00	0.0%
3900 · Retained Earnings	-870,564.89	-872,409.32	1,844.43	0.2%
Net Income	-1,758.13	1,844.43	-3,602.56	-195.3%
Total Equity	187,999.70	189,757.83	-1,758.13	-0.9%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>187,999.70</b>	<b>189,757.83</b>	<b>-1,758.13</b>	<b>-0.9%</b>



OEDA Current Project List						
	Updated:		15-Nov-22			
Industrial/Commercial Projects	<u>Location</u>	<u>Description</u>	<u>Type of Project</u>	<u>Status</u>	<u>Update/ Next step</u>	<u>Last Update</u>
	Medina	New product line	Increase capacity	Moving	Working on Final draw	7-Dec-22
	Orleans	New Build	New Building	Moving	Proect complete	30-Oct-22
	Barre	Wind Farm Project	New Build	Moving	Submitting modification for 94-C	1/123
	Medina	TBD	Redevelopment	Moving	Finalizing last draw	1-Nov-22
	Orleans	Northern Boarders Grant	Repair/Replace	Moving	waiting on DOT approval for construction	1-Mar-22
	Medina	Remanufacturer	New Build	Moving	Working on Project logistics for shipping	1-May-22
	Albion	TBD	New Build	No Action	Plans went to county planning board	1-May-22
	Barre/Shelby	Solar	New Build	No Action	ORES approved, Wokring on PILOT	1-Dec-22
	Freeze Dry/ Thrive Foods	Manufacturing	Repair/ New Build	No Action	Submitting project application	1-Jan-23
Developments Projects	<u>Location</u>	<u>Description</u>	<u>Type of Project</u>	<u>Status</u>	<u>Update</u>	
	Ridgeway	Brownfield	Development	No Action		6-Nov-20
	Medina	Planning	Development	On Hold	On hold for COIDA match	9-Sep-20
	Medina	Planning	Development	On Hold	Received additional fudning 2024 goal	1-Nov-22
	Murray	Planning	Development	Planning	Project closed/ Construction still underway	1-Jul-22
	Medina/Holley	Planning	Development	Planning	EA complete	1-Mar-22
RFP Responded	<u>Partner</u>	<u>Description</u>	<u>Type of Project</u>	<u>Status</u>		
Administration		<u>Description</u>			<u>Update</u>	
ORLF-GAIN Loan Fund		<u>Description</u>			<u>Update</u>	
Orleans Land Restoration	<u>Location</u>	<u>Description</u>			<u>Update</u>	
Orleans County LDC		<u>Description</u>			<u>Update</u>	
	Micro Training	Training program		On Going	Separate Update	
	Micro OCR Grant/Loan	See Report in handout		On Going	Separate Update	

## **OEDA Board Notes**

January 13, 2023

- Master Budget:
- Spring MAP Class 2023
- Diane reported the new Spring MAP class starts on April 4<sup>th</sup> and runs through June 13<sup>th</sup>. To date she has 15 people interested in the next class.

Grant:

The LDC Board approved 5 grants for a total of \$125,000.

Raven Moon Revival for \$25,000.

Toyz N Kandy for \$20,000.

The Hot Spot Albion LLC for \$35,000.

Iced & Glazed LLC for \$10,000.

365 Fitness LLC for \$35,000.

- Revolving Loan Fund:
- Loans Status: Printed reports from 12/10/22 are available for review.
  - Total funds in RLF Account as of 12/31/22
  - \$35,590.72---HUD unrestricted fund
  - \$65,022.46---Unrestricted Money Market Account.

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is effective as of the 1st day of January, 2023 ("Effective Date"), by and between COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY a New York public benefit corporation with an address at 121 North Main Street, Albion, New York 14411 ("COIDA") and JAMES WHIPPLE, an individual with an address at \_\_\_\_\_ ("Consultant").

### RECITALS:

WHEREAS, COIDA desires to engage Consultant to provide the Services (as defined herein) to COIDA and its affiliated entities as an independent contractor, and Consultant desires to provide the Services as an independent contractor, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, COIDA and Consultant agree as follows:

#### **1.     Retention of Consultant.**

The Company hereby engages Consultant to render the services described in Section 2 below, and Consultant accepts such engagement and agrees to perform such services on the terms and conditions set forth in this Agreement. Consultant shall be an independent contractor and shall not be considered or hold itself out as an employee, agent, partner or joint venturer of COIDA.

#### **2.     Consultant Services.**

2.1     The Consultant will assist and support COIDA staff with various economic development projects on behalf of COIDA and its affiliated entities, including Orleans Land Restoration Corporation (the "Services").

2.2     The Consultant agrees to devote best efforts to the performance of the Services, to be reasonably available from time to time for counseling, advice and analysis, and to represent the interests of COIDA in its dealings with others.

2.3     Subject to compliance by the Consultant with the provisions of this Agreement and the right of COIDA to determine and direct the objectives to be pursued with the assistance of the Consultant, the Consultant will be solely responsible for determining the means and methods to be utilized in the performance of the Services. The Consultant will determine the time, place and manner in which Consultant will perform the Services in order to realize the objectives established by COIDA, within an overall time frame to be agreed upon by COIDA and the Consultant.

#### **3.     Term; Termination.**

The term of this Agreement will commence as of the Effective Date and will continue for a period of one (1) year. Either party shall have the right to terminate this Agreement at any time by giving written notice of termination at least ten (10) days in advance of the effective termination date specified in such notice. Upon termination of this Agreement, Consultant shall immediately return to COIDA (i) any and all Confidential Information of COIDA and its affiliates and other documents and information of COIDA and its affiliates; and (ii) all equipment, tools, computers, tablets, cell phones, computer software, drawings, files, documents, promotional materials, and any and all other items and data that are the property of COIDA or its affiliates and in the possession or control of Consultant.

#### **4.     Consultant Fees.**

Consultant will charge for services at a rate of One Hundred Dollars (\$100.00) per hour. Consultant will issue invoices for Services rendered on a monthly basis with reasonable detail and specificity as to the Services provided. Invoices so presented will be paid within thirty (30) days of receipt, unless there is an error in the invoice or COIDA promptly objects to the invoice, in which case COIDA shall detail its objections in writing. As an independent

contractor, Consultant is solely responsible and liable for payment of all state, federal, or local taxes, including income tax, withholding tax, and/or social security tax, on the fees paid to Consultant pursuant to this Agreement. The maximum amount of fees payable to Consultant under this Agreement shall not exceed Seventy-Five Hundred Dollars (\$7,500.00).

5. **Reimbursement of Expenses.**

The Company will reimburse the Consultant for expenses which the Consultant may from time to time reasonably incur on behalf of COIDA in the performance of the Services, subject to written pre-approval of COIDA and Consultant's compliance with COIDA's expense reporting requirements then in effect.

6. **Insurance.**

COIDA reserves the right to require the Consultant, at its sole expense, to procure and maintain a commercial general liability policy, including automobile liability, in such form and with such policy limits as reasonably required by COIDA.

7. **Indemnification.**

To the fullest extent permitted by law, Consultant will indemnify, defend and hold harmless COIDA, its principals, members, officers and employees from and against any claims, actions, causes of actions, liabilities, costs, expenses (including reasonable attorneys' fees and other legal expenses), damages or other losses arising directly or indirectly from or in connection with: (i) any negligent, reckless or intentionally wrongful act of Consultant; (ii) any breach by Consultant of any of the covenants or agreements contained in this Agreement; or (iii) any failure of Consultant to perform the Services substantially in accordance with all applicable laws, rules and regulations.

8. **Confidentiality.**

As consultant to COIDA, Consultant will have access to, and will gain knowledge with respect to, COIDA, its processes and techniques, technical and cost data, design information, methods of doing business and information concerning business partners, vendors and customers, and other valuable and confidential information of a proprietary nature that is not generally known to the public (the "Confidential Information"). Consultant agrees that, except as required for the performance of the Services hereunder, Consultant shall keep confidential and shall not disclose to any third party any Confidential Information of COIDA at any time during the term of this Agreement or after this Agreement has been terminated.

9. **Miscellaneous.**

9.1 **Binding Effect.** This Agreement shall be binding upon COIDA and Consultant, their respective legal representatives, successors, heirs, assigns and transferees; provided, however, that the duties of Consultant hereunder are personal to Consultant and may not be delegated or assigned unless COIDA shall agree to such delegation or assignment in writing. The Company shall have the right to assign this Agreement to any affiliate of COIDA upon notice to Consultant.

9.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of laws.

9.3 **Waiver of Breach.** Failure to insist upon strict compliance with any of the terms, conditions or covenants hereof shall not be deemed a waiver of such term, condition or covenant.

9.4 **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements by and between COIDA and Consultant existing as of the date of this Agreement. This Agreement may not be amended, modified or waived, in whole or in part, except in writing and signed by Consultant and COIDA.

9.5 **Headings; Construction.** The section headings of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. In the event of any

ambiguity in any of the terms or conditions of this Agreement, such ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author same.

9.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The parties may deliver executed counterparts of this Agreement by electronic copy or via facsimile, and such electronic copy or facsimile signature(s) shall be binding as if original documents were delivered.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Michael Dobell, CEO/CFO

**CONSULTANT:**

By: \_\_\_\_\_  
James Whipple

**COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY  
AGREEMENT WITH ORLEANS COUNTY  
2023**

THIS AGREEMENT made effective January 1, 2023, by and between the County of Orleans, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at the Legislature Building, Albion, New York, hereinafter called the "County", and the County of Orleans Industrial Development Agency, organized pursuant to Section 892-g of the General Municipal law, with its principal office located at 121 North Main Street, Albion, New York, hereinafter called "Agency".

WITNESSETH:

WHEREAS, it is in the best interest of the County that the many advantages of Orleans County be publicized to those who may be interested in establishing, maintaining or expanding business and industry in the County of Orleans, in order to create new jobs and keep a healthy economy; and

WHEREAS, equally as important is the ability to retain within the county the jobs already located here; and

WHEREAS, among the most important tasks facing New York State are the need to increase jobs and encourage higher levels of private capital investment in business and industry thereby improving the general prosperity and economic welfare of the people of New York State and its constituent municipalities; and

WHEREAS, the County recognizes that the Agency is an community-wide organization with the expertise and capacity to so improve the general prosperity and economic welfare to the people of the County; and

WHEREAS, the purpose of this Agreement is to carry out in a legal and proper manner the provisions of Section 852 of the General Municipal Law of the State of New York, which section does authorize the County to appropriate funds for the purpose of encouraging industrial development within the County; and

WHEREAS, New York State Public Officers Law Section 18 states that a county legislative body may provide for the defense and indemnification of the officers and employees of a public entity and additional indemnification of said Agency may be contracted in return for services; and

NOW THEREFORE, in consideration of the agreements and promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## SERVICES

1. The parties understand that the Agency shall hire and employ a professional staff, which shall maintain a continuing program of identifying, locating and contacting industrial prospects who may be interested in establishing or expanding manufacturing or industrial facilities with the County of Orleans. The Agency shall have the right to discharge such staff without the approval of the Legislature. Such staff shall be entitled to participate in all County/State employee benefit programs including but not limited to retirement, compensation, medical insurance, dental insurance and Cafeteria Program.

2. The Agency shall, through its professional staff, conduct an ongoing local economic retention and development program. As part of this program, the agency shall maintain close and frequent contact and communication with local firms. In connection, therewith the Agency agrees that it shall maintain up-to-date factual data on all aspects of the County of Orleans for use in promoting the advantages of the County to such prospects.

3. The Agency shall assist prospective employers in packaging financial assistance from available public and private sources as appropriate for the construction of new or expanded facilities, which shall result in additional employment for residents of Orleans County.

## ACCOUNTABILITY

1. The Agency shall keep the County informed, subject to the restraints of law, of its operations through the Orleans County Legislature's representative members of the Agency, by means of joint meetings, which either party might request, and through the submission of its Annual Report. Each public entity shall respect the confidentiality of the others executive sessions and the information disclosed therein.

2. The Agency agrees to establish appropriate accounting and record keeping procedures that comply with generally accepted principles and with appropriate law and regulations in reporting and withholding Federal and New York State Taxes and Social Security contributions and transmitting to the proper authorities.

## ADMINISTRATION

1. The Agency understands that its professional staff will cooperate with the Director of Planning and Development in all circumstances that relate to the Planning Department area of influence

2. The parties specifically acknowledge that this Agreement pertains solely to the professional services of the Agency and that any other Agreements between the parties shall be

governed exclusively by the terms and conditions of said Agreements and that additional unrestricted gifts on account of specific projects undertaken by the Agency are permitted by law.

3. The Agency shall comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, those prohibiting discrimination based on race, religion, color, national origin, disability, marital status or status as a disabled veteran.

## FINANCES

1. The Agency agrees to report all State and Federal Withholding as well as New York State Retirement contributions in such manner and method as the parties may agree.

## INDEMNIFICATION

1. The County shall defend, hold harmless and indemnify the Agency and its members, officers and employees ("claimant") for and against all costs, fees, damages, fines and penalties incurred or imposed by virtue of the performance by the Agency of the terms and conditions of this Agreement in any court, administrative, or other proceeding.

2. The duty to defend, indemnify and hold harmless provided by this Agreement shall be conditioned upon; (i) delivery by the "claimant" to the chief legal officer of the county or to its chief administrative officer of a written request to provide for his defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten days after he is served with such document, and (ii) the full cooperation of the "claimant" in the defense of such action or proceeding and in defense of any action or proceeding against the public entity based upon the same act or omission, and in the prosecution of any appeal.

3. It is not the intention of this Agreement to in any way impair, limit, modify or restrict any immunity to liability available to the Agency or any legislator, board member or employee of the Agency or County.

4. This Agreement shall not in any way affect the obligation of any "claimant" to give proper notice to the Agency and the County under the provisions of Section 50-e of the New York State General Municipal Law, or any other applicable provision regarding notice and compromise and settlement. The provisions of said Section 50-e and the procedures therein are incorporated by reference herein to the extent not inconsistent herewith.

## TERM OF AGREEMENT

1. This Agreement shall be for a term from the date hereof until December 31, 2023. The Agency agrees to submit its proposed budget for the ensuing budget year to the County no later than September 15th of the preceding year. The County agrees to examine such budgetary requests as a part of its budgetary process in adopting the Annual Budget of the County of



Orleans. Either party upon ninety (90) days prior written notice to the other party may terminate this contract at any time.

#### NO POWER TO BIND

1. The County, the Agency, and their respective employees are not and shall not be considered as joint ventures, employees, partners or agents of each other and neither shall have the power to bind and obligate the other except as set forth in this Agreement.

#### TERM OF PAYMENT

1. Orleans County will pay COIDA during their 2023 Agreement the amount of \$200,000 payable in quarterly payments of \$50,000.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this day of \_\_\_\_\_, 20\_\_.

ORLEANS COUNTY LEGISLATURE

\_\_\_\_\_  
By:  
Title:

COUNTY OF ORLEANS INDUSTRIAL  
DEVELOPMENT AGENCY

\_\_\_\_\_  
By: Michael Dobell  
Title CEO

ACKNOWLEDGMENT OF SIGNATORY (IES)  
STATE OF NEW YORK)

) ss  
COUNTY OF ORLEANS)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_ to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies); and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public

Orleans County Legislature  
Office or Capacity of signatory (ies)  
Notary Stamp:

ACKNOWLEDGMENT OF SIGNATORY (IES)  
STATE OF NEW YORK)

) ss  
COUNTY OF ORLEANS)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_ to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies); and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public

County of Orleans Industrial Development Agency  
Office or Capacity of signatory (ies)  
Notary Stamp:



September 28, 2022

## **Orleans Economic Development Agency**

**OFFICE**  
121 North Main Street  
Albion, NY 14411

**PHONE**  
(585) 589-7060

**FAX**  
(585) 589-5258

**EMAIL**  
[oeda@orleansdevelopment.org](mailto:oeda@orleansdevelopment.org)

**WEB**  
[www.orleansdevelopment.org](http://www.orleansdevelopment.org)

### **COIDA Mission**

The County of Orleans Industrial Development Agency (COIDA) actively purses the location of new and expanding businesses. The agency facilitates development by attracting new industries, while promoting the retention and expansion of existing Orleans County businesses. COIDA delivers economic incentives to diversify the county's tax base, spur job creation, and strengthen community vitality. The agency strives to develop the local economy in an organized, sustainable, and environmentally beneficial manner to enhance the quality of life for all those who live and work in Orleans County, New York.

**RESOLUTION OF THE COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO THE FEBRUARY 6, 2013 OPTION AGREEMENT BY AND AMONG WITH PHILIP AND DAWN KEPPLER, THE COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY AND THE ORLEANS LAND RESTORATION CORPORATION**

**WHEREAS**, the County of Orleans Industrial Development Agency ("COIDA"), is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Chapter 918 of the 1971 Laws of New York, as amended to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

**WHEREAS**, COIDA and the Orleans Land Restoration Corporation ("OLRC") and Philip and Dawn Keppler (the "Kepplers"), are parties to that certain Option Agreement dated as of February 6, 2013 pursuant to which the Kepplers have granted to COIDA and OLRC the exclusive option to purchase an approximately 126+/- acre parcel of land in the Town of Shelby, with frontage along Maple Ridge Road, comprised of the portions of tax parcels SBL# 91.-1-6.2 and SBL# 91.-1-7.1 lying north of Sanderson Road (hereinafter referred to as the "Property"); and

**WHEREAS**, COIDA and OLRC have entered into negotiations with the Kepplers to extend the term of the Option Agreement for an additional five-year period, through and including February 6, 2028; and

**WHEREAS**, in consideration for extending the term of the Option Agreement, the Kepplers have requested that COIDA and OLRC agree to make payments in an amount equal to the real property taxes due and payable on the Property during the five-year period of the extension (the "Option Price") and to increase the purchase price for the Property in the event that COIDA and OLRC exercise the option to purchase.

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

1. COIDA is hereby authorized, in conjunction with OLRC, to execute and deliver an amendment to extend the term of the Option Agreement through and including February 6, 2028 or such other duration as may be agreed to by the parties, such amendment to include the terms described in this resolution, together with such other terms and conditions as the CEO/CFO may determine in consultation with the Chairman to be necessary, appropriate and in the best interest of COIDA.

2. The Chairman, Vice Chairman, Treasurer, Secretary and the CEO/CFO of COIDA are each individually authorized to execute and deliver the amendment to the Option Agreement and to take such other actions as may be necessary to effectuate the transactions contemplated by this resolution.

3. This resolution shall take effect immediately.

The above resolution was moved for adoption by \_\_\_\_\_ and seconded by \_\_\_\_\_

ROLL CALL VOTE:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
Carol D'Agostino	[ ]	[ ]	[ ]	[ ]
Craig Touhey	[ ]	[ ]	[ ]	[ ]
Ed Urbanik	[ ]	[ ]	[ ]	[ ]
John Fitzak	[ ]	[ ]	[ ]	[ ]
John Misiti	[ ]	[ ]	[ ]	[ ]
Merle Draper	[ ]	[ ]	[ ]	[ ]

Adopted January 23, 2023

**RESOLUTION OF THE COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE BUILDING RENOVATION AND REPAIR OF INDUSTRIAL EQUIPMENT BY FREEZE-DRIED INTERMEDIATE HOLDINGS LLC, TO BE LOCATED AT 111 WEST AVENUE IN THE VILLAGE OF ALBION, NEW YORK FOR LEASE TO THE AGENCY AND SUBSEQUENT LEASE TO FREEZE-DRIED INTERMEDIATE HOLDINGS LLC, THE EXECUTION OF LEASE AGREEMENTS AND THE TAKING OF OTHER ACTIONS.**

**WHEREAS**, the County of Orleans Industrial Development Agency (the "Agency") is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Section 901-b of the General Municipal Law, as amended (collectively, the "Act"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

**WHEREAS**, Freeze-Dried Intermediate Holdings LLC, d/b/a Thrive Foods, for itself or for affiliated individuals or entities (the "Company"), has entered into negotiations with officials of the Agency with respect to the development, renovation and equipping by the Agency without the proceeds of a bond issue of a project (the "Project") consisting of: (i) the renovation and maintenance upgrades of portions of its 250,000+/- square foot facility, including the renovation of the building's roof and exterior of the facility (the "Improvements"); (ii) the acquisition and installation therein and repairs to, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment"); and (iii) the conveyance of the Project pursuant to a lease of the Project to the Company, such Project to be located at 111 West Avenue in the Town of Albion, New York (the "Premises"); and

**WHEREAS**, the Company has submitted an application and other materials and information (collectively, the "Application") to the Agency to initiate the accomplishment of the Project; and

**WHEREAS**, the Application sets forth certain information with respect to the Company and the Project, including the following: that the Company desires a sales and use tax exemption for the renovation, maintenance and repair of its 250,000+/- square foot facility and equipment utilized therein, all at a cost of approximately \$5,001,875.00; that the Project is the first phase of the Company's plan to renovate and increase capacity at the facility over the next two years; that the Company anticipates that forty-five (45) full-time equivalent jobs will be created as a result of the Project at the end of three (3) years of operation thereof; and that if Agency financing is disapproved, the Company would likely not proceed with the Project; and

**WHEREAS**, the Agency has reviewed the Application and prepared a cost-benefit analysis with respect to the Project, and has considered the extent to which the Project will create permanent, private-sector jobs, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the proposed Project in a timely fashion, and the extent to

which the proposed Project will provide additional sources of revenue for the municipalities and school district and other public benefits that might occur as a result of the Project; and

**WHEREAS**, the financial assistance to be provided by the Agency in connection with the Project, in the form of exemptions from sales and use taxes will not exceed \$100,000.00, therefore no public hearing with respect to the Project is required pursuant to General Municipal Law Section 859-a; and

**WHEREAS**, the Agency desires to encourage the Company with respect to the consummation of the Project, if by doing so it may induce the Company to proceed with the Project; and

**WHEREAS**, pursuant to State Environmental Quality Review Act, as amended, and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation, as amended (collectively, "SEQRA"), the Agency must determine the potential environmental significance of the Project and wishes to make such findings herein; and

**WHEREAS**, the Company has completed and submitted to the Agency Part 1 of an Environmental Assessment Form ("EAF") in accordance with the provisions of SEQRA; and

**WHEREAS**, the Agency has completed Part 2 of the EAF and has considered the proposed Project and reviewed the EAF and the criteria set forth in SEQRA in order to determine whether the Project will have a significant effect on the environment and wishes to make the findings required of an agency under SEQRA.

**NOW, THEREFORE, THE COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The Agency hereby resolves that the proposed Project will not have a significant impact on the environment for the reasons more particularly set forth in the negative declaration prepared by the Agency and, in accordance with SEQRA, hereby adopts such negative declaration with respect to the Project. A copy of the EAF and the negative declaration are attached to this Resolution as Exhibit A.

**Section 2.** The Project is described in the recitals to this Resolution. The financial assistance (the "Financial Assistance") to be provided by the Agency in connection with the Project is an exemption from sales and use taxes for building materials and machinery, equipment, fixtures and furnishings purchased for incorporation into or use at the Project location having a total cost not to exceed \$747,724.00.

**Section 3.** The Agency hereby determines that the Project and the financing thereof by the Agency pursuant to the New York State Industrial Development Agency Act will promote and is authorized by and will be in furtherance of the policy of the State as set forth in said Act.

**Section 4.** Reserved.

**Section 5.** The Agency hereby authorizes the Company, as an agent for the Agency, to proceed with the Project as herein authorized. The Agency is hereby authorized to acquire an interest in the Project site and the buildings thereon, if any, and to make renovations or additions thereto. The Company is authorized to proceed with the acquisition and construction of the Project as set forth in the Project Agreement, the Agency Lease Agreement or Installment Sale Contract (as hereinafter defined).

**Section 6.** The Chairman, Vice Chairman, Secretary, Treasurer, and any Assistant Secretary of the Agency, the CEO/CFO and other appropriate officials of the Agency and its agents and employees, are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution and to complete the Project in cooperation with the Company.

**Section 7.** The Company is authorized, as agent of the Agency, to initiate the renovation and maintenance of a building constituting the Project, and the acquisition of machinery and equipment which will be a part thereof or will be used in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. The designation of the Company as agent hereunder is limited to purchases of sales-taxable tangible personal property and services in connection with the Project which do not exceed a total cost of \$747,724.00 and shall not apply to any other purchase by the Company or any operating expenses of the Company. The Company shall report to the Agency, at such times as the Agency shall require, or as may otherwise be prescribed by the Commissioner of the New York State Department of Taxation and Finance (the "Commissioner"), the value of all sales and use tax exemptions claimed by the Company or agents of the Company or any operators of the Project, including, but not limited to, consultants or subcontractors of such agents or Project operators under the authority granted pursuant to this Resolution. A failure to report may result in the revocation of the designation of the Company as agent and repayment of any sales and use tax exemptions claimed.

**Section 8.** The Agency is hereby authorized to enter into a Project Agreement with respect to the provision of the Financial Assistance authorized herein (the "Project Agreement"), to acquire an interest in the Project site and construct a facility thereon, and execute and deliver a lease by the Company to the Agency (the "Company Lease"), an Agency Lease Agreement (the "Agency Lease Agreement") or Installment Sale Contract (the "Installment Sale Contract") between the Agency and the Company, and such other documents as may be necessary to fulfill the intent of the parties to the transaction (collectively, the "Project Documents"), in a form satisfactory to Agency counsel. The Chairman, Vice Chairman, Secretary, Treasurer, any Assistant Secretary, or the CEO/CFO are each authorized to execute such documents and to make or approve such amendments or modifications to the Project Agreement, Company Lease, the Agency Lease Agreement, Installment Sale Contract and such other documents executed and delivered in connection therewith as they deem necessary under the circumstances provided, however, that such modifications do not materially alter the risk to the Agency.

**Section 9.** Reserved.

**Section 10.** Any such action heretofore taken by the Company initiating the acquisition, installation and construction of the Project is hereby ratified, confirmed and approved.



**Section 11.** Any expenses incurred by the Agency with respect to the Project and the financing thereof shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency with respect to the Project and the financing thereof.

**Section 12.** In the event the Project Documents are not executed between the Company and the Agency by the expiration date of this Resolution (as such date may be extended as provided herein) or the termination of this Resolution, the Company shall then be required to pay all sales taxes which would have been levied in connection with the acquisition, construction and installation of all improvements of the real property and the machinery and equipment which constitute the Project, as if the Agency did not have an interest in the Project from the date the Company commenced its acquisition, construction and installation. In addition, in the event, because of the involvement of the Agency, the Company claims an exemption from state sales or use tax in connection with the Project, and such exemption is claimed with respect to property or services not authorized hereunder, or which exemption is in excess of the amounts authorized hereunder, or is otherwise not permitted under this Resolution, or if the Company shall fail to comply with a material term or condition regarding the use of property or services acquired by the Company as agent for the Agency as set forth in this Resolution or in any document authorized hereunder, then the Company shall be required to remit to the Agency an amount equal to the amount of state sales and use taxes for which such exemption was improperly claimed. A failure to remit such amounts may result in an assessment against the Company by the Commissioner of state sales and use taxes, together with any relevant penalties and interest.

In addition to the foregoing, in the event the Agency determines that Company is in violation of a material term, or in the event that the Company closes the Project or relocates its operations to a location outside of the Village of Albion within the time period during which the Company is receiving Financial Assistance from the Agency or in the event the Agency determines, in its judgment, that the Company knowingly and intentionally submitted false or intentionally misleading information in its application to the Agency or in any report or certification submitted to the Agency for the purpose of obtaining or maintaining any Financial Assistance from the Agency (each referred to herein as a "Recapture Event"), the Agency may, in accordance with its policies and procedures then in effect, (i) revoke the designation of the Company and any agents of the Company (including, but not limited to, consultants, sub-contractors or equipment lessors of the Company) as agents for the Agency in connection with the Project and terminate the exemption from New York State and local sales and use taxes conferred with respect to the Project and/or (ii) require that the Company pay to the Agency an amount equal to all or a portion (as determined by the Agency in its discretion) of the total value of all sales tax exemptions claimed by the Company and any agents of the Company, including, but not limited to, consultants, sub-contractors, or any equipment lessors of the Company under the authority granted under this Resolution and the Project Agreement. If the Agency makes any of the foregoing determinations and requires a repayment of all or a portion of the Financial Assistance received by the Company, the Company shall (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon

receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s) unless otherwise agreed to by any affected tax jurisdiction.

**Section 13.** The Agency has made and makes no representation or warranty whatsoever, either express or implied, with respect to the merchantability, condition, environmental status, fitness, design, operation or workmanship of any part of the Project, its fitness for any particular purpose, the quality or capacity of the materials in the Project, or the suitability of the Project for the Company's purposes or needs. The Company is satisfied that the Project is suitable and fit for its purposes. The Agency shall not be liable in any manner whatsoever to anyone for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Project property or the use or maintenance thereof or the failure of operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused, and the Company hereby indemnifies and holds the Agency harmless from any such loss, damage or expense.

**Section 14.** Should the appropriate officers of the Agency determine, in their absolute discretion, that there is reason to believe that the activities of any past or present owner or operator of the Premises have resulted in the generation of any "hazardous substance" (as the term has been defined from time to time in any applicable federal or state law, rule or regulation), or that any party has stored, disposed or released any such substance on the Premises or within a one (1) mile radius thereof, the Agency shall be under no obligation to enter into a lease as contemplated by this Resolution.

**Section 15.** No covenant, stipulation, obligation or agreement herein contained or contained in the Project Documents or other documents, nor the breach thereof, shall constitute or give rise to or impose upon the Agency a pecuniary liability or a charge upon its general credit, nor shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity.

**Section 16.** Should the Agency's participation in the Project be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all claims, liabilities, damages or losses arising from any such challenge including, but not limited to, the fees and disbursements of the Agency's counsel. The Company shall promptly reimburse the Agency for all such costs and expenses within thirty days of the Agency's submission of an invoice to the Company. Should any court of competent jurisdiction determine that the Agency is not authorized under Article 18-A of the General Municipal Law to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect (except for the obligations in this Section 16), and the Agency shall have no liability to the Company hereunder or otherwise.

**Section 17.** This Resolution shall take effect immediately and shall continue in full force and effect for one (1) year from the date hereof and on or after such one (1) year anniversary, the Agency may, at its option (a) terminate the effectiveness of this Resolution (except with respect to the obligations of the Company pursuant to Sections 11, 12 and 16 of this Resolution which shall survive any expiration or termination) or (b) allow the Company additional time in which to close the transactions contemplated by this Resolution based upon affirmative actions taken by the Company

to complete such transactions.

**Section 18.** This Resolution is subject to compliance with all local building and zoning requirements.

The above resolution was moved for adoption by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

ROLL CALL VOTE:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
Carol D'Agostino	[     ]	[     ]	[     ]	[     ]
Merle Draper	[     ]	[     ]	[     ]	[     ]
John Fitzak	[     ]	[     ]	[     ]	[     ]
John Misiti	[     ]	[     ]	[     ]	[     ]
Craig Tuohey	[     ]	[     ]	[     ]	[     ]
Ed Urbanik	[     ]	[     ]	[     ]	[     ]

ADOPTED: January 23, 2023

**EXHIBIT A**

**EAF AND NEGATIVE DECLARATION**

See attached.



**Orleans Economic Development Agency/IDA**  
 121 North Main Street, Albion, New York 14411  
[www.orleansdevelopment.org](http://www.orleansdevelopment.org)  
 585-589-7080

## PROJECT APPLICATION

### COMPANY CONTACT INFORMATION

Company Name	Freeze-Dried Intermediate Holdings LLC, DBA Thrive Foods	Year & State Established:	UT
Company : Street, City, State ZIP	353 N Clark Street, Chicago, IL, 60654		
Company : EIN	87-3916047	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Other	

### PROJECT CONTACT INFORMATION

Name	Sebastian Nilsson	Title	Chief Information officer
Contact: Street, City, State ZIP	691 S Auto Mall Dr, American Fork, UT 84003		
Phone	(801) 362-4703	E-mail	snilsson@thrivefoods.com
Architect (If Known)		Engineer (If Known)	
Contractor (If Known)		Attorney (If Known)	

### COMPANY INFORMATION

Project NAICS Code	311423	Company Annual Sales	\$ 9,700,000
Product or Services of Project	Freeze Dried Foods		
Are there competitors in NY State?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	What % of Product Sold in NYS?	Minimal

### PROJECT INFORMATION

Project Name:	Albion-Eastern Manufacturing Center of Excellence	Site is: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	
Project Street, City, State ZIP	111 West Ave, Albion, NY 14411		
Tax Parcel Information (SBL#)	73.9-2-18		
Statement describing the reason for Project	Optimizing existing dryer capacity, create new capability including drying, addition of new dryers		
Statement describing the physical Project (i.e. land acquisition, construction of new facility, renovation, financial etc.)	We are driving a multiphase project to increase the manufacturing capacity of the Albion plant (Increase efficiency and introduce new capabilities), improve the working environment and renovation to the interior/ exterior of the building. This will generate new employment opportunities and attract highly skilled labor to the area.		
Target Start Date:	Q1 2023	Target Completion Date:	Q4, 2024
Current Facility Size (Square Feet):	250,000	New Facility Size (Square Feet):	250,000
Renovated Space (Square Feet):	250,000	Site acreage:	7
If the Project will not be occupied by the Company, please provide the following information for each occupant of the Project (attach additional sheets as necessary):			
Occupant Name		Occupant NAICS Code	
Occupant Street, City, State, Zip			
Description of Occupant Business			
Square Footage within Project to be occupied (including percentage of total square footage of Project)			
Will the project result in the removal of a plant or facility of the applicant or another proposed occupant of the project from one area of New York to another area of the state? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Will the project result in abandonment of one or more plants or facilities of the applicant or other occupant of the project located in New York State? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the answer to either of the preceding two questions was "Yes", please answer the following two questions:
Has the applicant or another proposed occupant of the project considered removing such other plant or facility to a location outside of New York State? <input type="checkbox"/> Yes <input type="checkbox"/> No - If "Yes", provide separate detail.
Is the project reasonably necessary to preserve the competitive position of the applicant or another proposed occupant of the project in its respective industry? <input type="checkbox"/> Yes <input type="checkbox"/> No - If "Yes", provide separate detail.
Does the project include facilities or property which will be primarily used in making the following sales to customers who personally visit such facilities: (i) sales of personal property which are subject to sales tax or (ii) sales of services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the answer is "Yes", is the cost of the facilities or property more than one-third (1/3) of the total project cost? <input type="checkbox"/> Yes <input type="checkbox"/> No - If the answer to both questions was "Yes", please answer the following two questions:
Is the project a "tourism destination" which is likely to attract a significant number of visitors from outside the region? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - If "Yes", provide separate detail.
Is the predominate purpose of the project to make available goods or services which would not otherwise be reasonably accessible to residents of the municipality in which the project is located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - If "Yes", provide separate detail.

REQUESTED INCENTIVES		
<input type="checkbox"/> Real Property Tax Exemption	Current real property taxes being paid on Project land and/or buildings:	\$
	Estimated Value of Real Property Tax Exemption (Provided by the COIDA)	\$
<input checked="" type="checkbox"/> Sales Tax Abatement	Estimated Sales Tax abatement for construction	\$52,400
	Estimated Sales Tax abatement for fixtures and equipment	\$7,417
<input type="checkbox"/> Mortgage Tax Abatement	Estimated Mortgage Tax abatement (1% of new mortgage)	\$
<input type="checkbox"/> Regional/GAIN Loan	Estimated requested borrowing	\$
<input type="checkbox"/> Office of Community Renewal	<input type="checkbox"/> Empire State Development <input type="checkbox"/> Other	
Provide a narrative of the need for IDA assistance:	Given the significant investment for the site, capital equipment to be brought and secured, investments in people-hiring and training, etc, Thrive Foods would need assistance from the Industrial Development agency.	
Provide information on alternative project locations or options being considered and competing incentives offered:	Thrive Foods recently announced a new manufacturing plant (340,000 sq ft) in Oak Creek, WI. This is a new site which includes "build to Suit" opportunity. Investments designated for Albion, NY could be incorporated in the design and build for the Wisconsin site.	
Please confirm by checking the box, if there is a likelihood that the Project would not be undertaken but for the financial assistance provided by the Agency. If the answer is "No", then provide a separate narrative indicating why the Agency should consider the requested incentives		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the company currently subject to any job creation, employment level obligations, capital investments or other commitments resulting from previous public (state local or federal) funding? If "Yes", provide separate detail		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## PROJECT COST INFORMATION

		Estimated Costs
Real Estate	Building and Land Purchase	\$
Construction Costs:	Site Preparation	\$
	New Construction	\$
	Renovation	\$655,000
	Utilities & Infrastructure	\$
	Transportation Access	\$
	Other	\$
Machinery & Equipment	Attach separate list of M&E	\$3,541,875
Training		\$
Soft Costs	Design, engineering, legal etc.	\$150,000
Other		\$655,000
	<b>TOTAL PROJECT COSTS</b>	<b>\$ 5,001,875</b>

## PROJECT FUNDING INFORMATION


		Funding Amount
Bank Financing		\$5,001,875
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 grants and tax credits)		\$
State	Empire State Development	\$
State	Office of Community Development	\$
State	Other	\$
Federal		\$
COIDA	Regional Loan Fund	\$
COIDA	GAIN Loan Fund	\$
COIDA	Other	\$
Other Sources		\$
Other Sources		\$
Other Sources		\$
	<b>TOTAL PROJECT SOURCES</b>	<b>\$5,001,875</b>



### EMPLOYMENT INFORMATION

Current Employment Figures:	Worldwide	59	USA	59	NYS	59
Current Full Time Equivalent (FTE) Jobs at Company in Orleans County	# 59		Current FTE Job Average Annual Wage for Company in Orleans County		\$ 47,386	
Retained FTE Jobs Resulting From Project:	#59		Retained FTE Job Average Annual Wage		\$47,386	
New Permanent FTE Jobs created by the Project in Year 1	# 29		New Permanent FTE Jobs created by the Project in Year 2		# 16	
New Permanent FTE Jobs created by the Project in Year 3	# 0		Total New Permanent FTE Jobs created by the Project		45	Over 2 Years
Percentage of New Permanent FTE Jobs to be filled by residents within a 50 mile radius of the Project	% 95-100		Average Permanent FTE Job benefit package		<input checked="" type="checkbox"/> Retirement <input type="checkbox"/> Paid Medical <input type="checkbox"/> Vacation Time <input type="checkbox"/> Sick Time <input type="checkbox"/> Other :	
New Permanent FTE Average Annual Wage created by the Project	\$ 39,000		Estimated number of construction jobs:		# tbd	

### AFFIRMATION

I have read and agree to the COIDA Project Fee schedule	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I understand that, in granting financial assistance, the Agency is required to comply with the NY State Environmental Quality Review Act (SEQRA) and must complete required determinations under SEQRA. The Company has completed and submitted with this Application the appropriate Environmental Review Form with respect to the Project and understands that it is required, at its sole expense, to take all necessary action in order for the Agency to comply with SEQRA.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The Company is responsible for all costs and expenses incurred by the Agency in connection with this Application and the provision of financial assistance for the Project. If, for any reason, the Company fails to conclude the necessary negotiations or fails to act within a reasonable time or take reasonable or requested action in order to allow for consideration of this Application by the Agency or consummation of the financial assistance contemplated by this Application, or if the Company withdraws, abandons, cancels or neglects this Application or the Project, the Company will, upon presentation of an invoice, pay all actual costs and expenses of the Agency (including fees of Agency counsel.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I understand that company financial statements may be required and will provide them upon request.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have received and agree to the Agency's Sales Tax Procedure. I understand that, if the Project is approved for a sales tax exemption through the Agency, the Company will be required to comply with the Sales Tax Procedure, including filing the required forms and providing information regarding the amount of sales exemptions claimed in connection with the Project. Failure to comply with Sales Tax Procedure could result in loss of benefits and recapture of sales tax exemptions claimed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I understand that if the Project receives any financial assistance from the Agency, the Company and any occupant of the Project will be required to comply with requirements regarding the listing of jobs created as a result of the Project and reporting of employment by the Company and any occupant of the Project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I attest that the applicant and any other occupant of the project or party receiving financial assistance is in substantial compliance with applicable local, state and federal tax , worker protection and environmental laws, rules and regulations.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I understand that the submission of any knowingly false or 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 exemptions claimed by reason of Agency involvement in the project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The undersigned affirms that they have reviewed the information in this application, and to the best of their knowledge, information and belief, all statements made above and in the attached are true and accurate. This Application is subscribed and affirmed under penalties of perjury.	
Company Official's Signature:	
Title:	CIO
Print Name:	Sebastian Nilsson
Date Signed:	1/20/23



## Phase 1

Item	Project	Type	Vendor	Description	Amount	15% Contingency
to be completed in 2022						
1	New Freezer	Machinery & Equipment	Mollendberg Betz	Includes refrigeration, insulated panels, erecting of freezer box and control panel	\$253,000.00	\$290,950.00
2	New Freezer	Machinery & Equipment	Suburan Electric	Includes underfloor heat, lighting and primary wiring/terminations	\$22,000.00	\$25,300.00
3	Upgrade Engine Room	Machinery & Equipment	TBD	Re-charge	\$37,875.00	\$43,556.25
4	Add new production capability	Machinery & Equipment	TBD	Steam Sterilization	\$5,000.00	\$5,750.00
5	Add new production capability	Machinery & Equipment	TBD	Metal Detector 2	\$10,000.00	\$11,500.00
6	Engineering	Design, Engineering, legal etc.	TBD	To help design upgraded production performance	\$150,000.00	\$172,500.00
					\$477,875.00	\$549,556.25
To be completed after 2022						
Item	Project	Type	Vendor	Description	Amount	
	Upgrade building	Renovation	TBD	Fixing roofs	\$765,000.00	\$879,750.00
	Upgrade building	Renovation	TBD	Improve plumbing (commercial use)	\$70,000.00	\$80,500.00
	Upgrade building	Renovation	TBD	Parking lot	\$40,000.00	\$46,000.00
	Upgrade building	Renovation	TBD	Interior office upgrades	\$200,000.00	\$230,000.00
	Improve Production capacity	Machinery & Equipment	TBD	Chambers automation	\$0.00	\$0.00
	Improve Production capacity	Machinery & Equipment	TBD	New Carts	\$70,000.00	\$80,500.00
	Improve Production capacity	Machinery & Equipment	TBD	Improve tray washer equipment	\$30,000.00	\$34,500.00
	Improve Production capacity	Machinery & Equipment	TBD	Band saw	\$10,000.00	\$11,500.00
	Improve Production capacity	Machinery & Equipment	TBD	Vemag/Ball Control	\$400,000.00	\$460,000.00
	Improve Production capacity	Machinery & Equipment	TBD	FR200 to Albion and Lease Freezer for IFF	\$50,000.00	\$57,500.00
	Improve Production capacity	Machinery & Equipment	TBD	Floors upgrade	\$35,000.00	\$40,250.00
	Improve Production capacity	Machinery & Equipment	TBD	MC Panel Chamber Room	\$25,000.00	\$28,750.00
	Improve Production capacity	Machinery & Equipment	TBD	Canning/Packaging Electric	\$15,000.00	\$17,250.00
	Improve Production capacity	Machinery & Equipment	TBD	Band saw	\$10,000.00	\$11,500.00
	Improve Production capacity	Machinery & Equipment	TBD	Fixing Roofs round 2	\$235,000.00	\$270,250.00
	Upgrade building	Renovation		Heating systems	\$84,000.00	\$96,600.00
	Improve Production capacity	Machinery & Equipment		Vacuum Pump Exchange	\$25,000.00	\$28,750.00
	Improve Production capacity	Machinery & Equipment		Automate Chambers	\$250,000.00	\$287,500.00
	Improve Production capacity	Machinery & Equipment		Packaging sealer	\$15,000.00	\$17,250.00
	Improve Production capacity	Machinery & Equipment		Automate pouching line	\$120,000.00	\$138,000.00
	Improve Production capacity	Machinery & Equipment		Freezer Dock	\$40,000.00	\$46,000.00
	Improve Production capacity	Machinery & Equipment		MC Panel Tunnel Room	\$25,000.00	\$28,750.00
	Improve Production capacity	Machinery & Equipment		New Motor Compressor H & I	\$10,000.00	\$11,500.00
	Improve Production capacity	Machinery & Equipment		Two new GEA 125 dryers	\$1,200,000.00	\$1,380,000.00
	Improve Production capacity	Machinery & Equipment		New GEA dryer aux equipment	\$800,000.00	\$920,000.00
					\$4,524,000.00	\$5,202,600.00
				IT CapEx	\$200,000.00	\$230,000.00
				GRAND TOTAL	\$5,201,875.00	\$5,982,156.25

Description	Amount	Project	Purpose	Support
Server	\$23,486.73			
Server Licenses	\$6,861.74			
Computer Hardware	\$19,753.20			
Firewall	\$8,541.99			
Plant/Production Hardware	\$5,181.00			
Department Printers	\$5,285.98			
MDF Hardware	\$21,455.74			
IDF Hardware	\$9,421.75			
Datto Hardware	\$3,600.00			
Project Labor	\$12,000.00			
Structured Cabling	\$65,899.34			
<b>Subtotal:</b>	<b>\$181,487.47</b>			
<b>Shipping and Handling:</b>	<b>\$2,274.99</b>			
<b>Estimated Tax:</b>	<b>\$7,417.98</b>			
<b>Grand Total:</b>	<b>\$191,180.44</b>			



# Orleans Economic Development Agency/IDA

www.orleansdevelopment.org

All values are estimated and in today's dollars  
Information is provided for comparative purposes only

## Cost Benefit Analysis for: Thrive Foods

Project Type: Manufacturing

Updated: 1/19/2023

Prepared By: Michael Dobell

### Project Investment

Life of Project (years) 2

### Property Tax Information

Location: Village: Albion School: Albion  
Town: Albion County: Orleans

### Real Property

Total Investment	\$1,310,000		
Building-Material	50%	\$655,000	
Building-Labor	50%	\$655,000	
Building/Land		\$0	
		\$1,310,000	\$1,310,000

Current Annual Property Taxes Being Paid On Project Site = \$0

Village: School:  
Town: County:

Estimated Assessment 50% \$655,000 80% Likelihood of project being accomplished on time

### Equipment Investment

Taxable	\$92,724	
Non-Taxable	\$3,640,331	\$3,733,055

### Buy Orleans

Buy Orleans-requires that 20% of purchases be from Orleans County

Soft Costs \$150,000 \$150,000

	Policy	Eligible
Buy Orleans	Years 1-5 30%	0%
	Years 6-10 20%	0%
	Years 11-15 10%	0%

Total Project Investment \$5,193,055

### Benefits To Orleans County

Existing Employment		59	
New Project Employment	Year 1	29	
(cumulative)	Year 2	16	
	Year 3 on	0	
Wages/Year 1	\$39,000	\$1,131,000	\$1,131,000
Wages/Year 2	\$39,000	\$624,000	\$624,000
Wages/Year 3 and After	\$39,000	\$0	\$0
Benefits	15%	\$263,250	
		\$2,018,250	

### Benefits To Customer

#### IDA PILOT-Example Purposes Only

Real Property Tax Abatement	% Paid	Tax Abated	Buy Orleans	Estimated Tax Paid
Year 1	0%	\$0	\$0	\$0
Year 2	10%	\$0	\$0	\$0
Year 3	20%	\$0	\$0	\$0
Year 4	30%	\$0	\$0	\$0
Year 5	40%	\$0	\$0	\$0
Year 6	50%	\$0	\$0	\$0
Year 7	60%	\$0	\$0	\$0
Year 8	70%	\$0	\$0	\$0
Year 9	80%	\$0	\$0	\$0
Year 10	90%	\$0	\$0	\$0

### Real Property Taxes

Per \$1,000	Unabated	Abated
Village	\$0.00	\$0
Town	\$0.00	\$0
School	\$0.00	\$0
County	\$0.00	\$0

Total Property Tax-Unabated \$ - \$0 \$0

Total Estimated Taxes \$0

### Benefit to Orleans After Abatement

\$0

### Abatement/Saving

Property Tax	Year 1	Total
Local Share Sales Tax	\$747,724	\$29,909
Total-Project Life	\$2,048,159	

### Benefit/Cost Ratio

#### Orleans Benefit

Building-Material	\$655,000
Building-Labor	\$655,000
Equipment Investment	\$3,733,055
Soft Costs	\$150,000
Employment	\$2,018,250
Sales Tax-Construction	\$52,000
Sales Tax-Increased Sales	\$0
(Existing Paid Property Taxes)	\$0
Property Tax Payments	\$0
Total-Orleans Benefit	\$7,263,305

### COIDA Fees

#### Estimated COIDA PILOT/Mortgage & Sales Tax Fees

Agency Admin.	0.00%	\$0
Yearly Fee	\$	\$0
Agency Legal Costs (Est.)		\$3,500
Total		\$3,500

### Benefit/Cost Ratio

17.09 :1

### Benefit to Customer

Real Property Tax Abatement	\$0
Sales Tax (IDA)	\$59,818
Mortgage Recording Tax (IDA)	\$0
Buy Orleans	\$0
Total-Customer Benefit	\$59,818

### Other Estimated Fees (No PILOT)

Sales Tax	2.00%	\$14,954
Benefit/Cost Ratio	4.00 :1	
Mortgage Tax	0.25%	\$0
Benefit/Cost Ratio	#DIV/0!	:1

Customer Benefit/Cost Ratio 121.4 :1

Target Benefit/Cost Ratio 30.0 :1

# Short Environmental Assessment Form

## Part 1 - Project Information


### Instructions for Completing

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

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

<b>Part 1 – Project and Sponsor Information</b>			
Freeze Dried Intermediate Holdings LLC, DBA Thrive Foods			
Name of Action or Project: Renovation and addition of production capacity at Freeze Dry Foods plant in Albion, New York			
Project Location (describe, and attach a location map): 111 West Ave #2, Albion, NY 14411			
Brief Description of Proposed Action: Over the next two years, we are looking at beautifying and increasing the capacity of this location through four main ways: 1. Renovations to the roof, interior offices, commercial plumbing and paving of parking lot 2. Increase refrigeration capacity to increase the number of shifts and therefore output 3. Upgrade equipment through improved maintenance plan 4. Add two additional freeze dryers to improve capacity  Our goal is to invest around \$5M over these two years in building upgrades and in new equipment and to increase the labor force by 45 new headcounts.			
Name of Applicant or Sponsor: Sebastian Nilsson, Thrive Foods		Telephone: 801 362 4703  E-Mail: snilsson@thrivefoods.com	
Address: 691 S. Auto Mall Drive			
City/PO: American Fork		State: UT	Zip Code: 84003
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO  <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Building permit likely			YES  <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		7 acres	
b. Total acreage to be physically disturbed?		5 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		7 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ the building is already existing and connected	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ The building is already existing and connected	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px;">           a. Will storm water discharges flow to adjacent properties?             b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?         </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> We have no knowledge of that <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: <u>Sebastian Nilsson</u> Date: <u>1/20/23</u></p> <p>Signature: <u></u> Title: <u>CIO</u></p>		

Project: Freeze Dry

Date: 1/20/23

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

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

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

Project: **Freeze Dry**Date: **1/20/23**

### **Short Environmental Assessment Form**

#### **Part 3 Determination of Significance**

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

The officer has seen the proposed site, reviewed design and specifications, the completed SEAF part 1 and other available material in order to support his determination

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

County of Orleans Industrial Development Agency

1/20/23

Name of Lead Agency

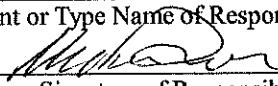
Date

Michael Dobell

CEO/ CFO

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

  
 Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)