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## Application for Financial Assistance

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County of Clinton Industrial Development Agency (CCIDA)  
137 Margaret Street, Suite 209  
Plattsburgh, NY 12901  
[infoatIDAs@gmail.com](mailto:infoatIDAs@gmail.com)

*A nonrefundable administrative application fee of \$1500 must be submitted at the time of the application, of which, \$750 will be applied to the project's closing cost. Checks may be made payable to: **The County of Clinton IDA.***

*Please submit one (1) electronic copy and two (2) hard copies of the application (and any attachments) and SEQR (if applicable) to the address above. Include the check with the hard copies.*

***ALL APPLICATIONS MUST BE SUBMITTED TWO WEEKS PRIOR TO THE REGULAR SCHEDULED CCIDA MEETING; A PRESENTATION WILL BE REQUIRED AND THE SUBSEQUENT RESOLUTIONS WILL BE VOTED ON AT THE FOLLOWING MEETING***

*For a copy of the meeting schedule as well as the Uniform Tax Exempt Policy (UTEP) go to [www.clintoncountynida.com](http://www.clintoncountynida.com)*

Application Updated: 07/23

**Note to Applicant:**

The information requested by this application is necessary to determine the eligibility of your project for Clinton County Industrial Development Agency (CCIDA) benefits. Please answer all questions, inserting "none" or "not applicable" where appropriate. If you are providing an estimate, please indicate by inserting "est." after the figure. Attach additional sheets if more space is needed for a response than provided.

Please submit two (2) hard copies of the application (and any attachments) and SEQR (if applicable) to **CCIDA, 137 Margaret Street, Suite 209, Plattsburgh, NY 12901 ATTN: Executive Director**. In addition, please send an electronic version of the entire application and SEQR (if applicable) as well as all attachments to [infoatIDAs@gmail.com](mailto:infoatIDAs@gmail.com). Include within the hardcopy, a check made payable to the County of Clinton Industrial Development Agency in the amount of \$1500. **Submissions must be made two (2) weeks prior to the regular scheduled meetings of the CCIDA (2<sup>nd</sup> Monday of each month unless otherwise noted).**

Upon submission of this application to the CCIDA, the application becomes a public document. Be advised that any action brought before the CCIDA is public information. All agendas are issued and posted on the CCIDA's website seven (7) days prior to Board meetings. If there is information that the applicant feels is of a proprietary nature, please identify as such, and that information will be treated confidentially to the extent permitted by the law.

By signing and submitting this application, the Applicant acknowledges that it has received a copy of the CCIDA's Uniform Tax Exempt Policy (UTEP) and all other policies mentioned. Policies can be obtained at [www.clintoncountyida.com](http://www.clintoncountyida.com).

A project financed through the CCIDA involves the preparation and execution of significant legal documents. These documents not only comply with New York State law but also conform to CCIDA policies in effect at time of closing (all policies are posted on the website). Please consult with an attorney before signing any documents in connection with the proposed project.

The applicant will receive an engagement letter from the CCIDA's legal counsel. The applicant will then be asked to sign the engagement letter acknowledging it understands that the project is responsible for **all** CCIDA legal costs related to the project, including when the project is re-conveyed. In addition, should the project not close and legal services have been rendered by the CCIDA legal counsel, the applicant will still be responsible for those costs.

If the project requires a public hearing, a representative from the applicant's organization is required to be present. A date will be coordinated by the CCIDA's legal counsel and/or Executive Director. If you have any questions regarding the application or the process, feel free to contact the CCIDA's Executive Director at (518) 565-4600 or [infoatIDAs@gmail.com](mailto:infoatIDAs@gmail.com).

## PART I: Project Information

PROJECT'S CCIDA APPLICATION # \_\_\_\_\_ (Official Use)

### Section A: Assistance

*Type of Financial Assistance Requested - [Check One]*

Straight Lease -  Bond Financing -  Both -  Other -

If "Other," Explain: \_\_\_\_\_

*Type of Benefits Project is Seeking - [Check All that Apply]*

Real Estate Exemption/  
PILOT -  Sales Tax Exemption  Mortgage Recording Tax Exemption-  Tax-Exempt Bonds -  Other -

*\*Note: If applicant is seeking bonds, a PILOT and/or exemption from sales and/or mortgage recording tax additional information will be required in Part II of this application.*

If Other, Explain: \_\_\_\_\_

### Section B: Background

1.)

Company Name: Schluter Systems LP & UMS Property LLC
Company Point of Contact: CJ Madonna, Esq., General Counsel
Address: 194 Pleasant Ridge Road, Plattsburgh, NY
Phone Number: (518) 324-3455
Point of Contact's e-mail: cmadonna@schluter.com
Company Website: <a href="https://www.schluter.com/schluter-us/en_US/">https://www.schluter.com/schluter-us/en_US/</a>
Company NAICS Code: 326199
Employer Identification Number (EIN): 14-1772376

**2.) Business Type [Check One]:**

Private or Public Corporation

If Public, on what exchange is it listed? \_\_\_\_\_

Subchapter S

Sole Proprietorship

General Partnership

Limited Partnership

Limited Liability Company/Partnership [ ] DISC

Not-for-profit

**2 A) UMS Property, LLC is a Limited Liability Company** – Similar to previous applications submitted to the CCIDA, UMS Property will supply its land to the project and SSLP is charged with purchase of operational equipment and later provide the employment.

**3.) Describe the nature of your business and its principal products and/or services:**

Schluter is a world leader in the development of innovative installation systems for ceramic and natural stone tile. Schluter North America is dedicated to creating innovative solutions for the tile industry, and working closely with its network of distributors, dealers, tile contractors, architects, and other members of the building and construction industry in New York State and across North America to provide reliable ceramic and stone tile installation systems. Please see Schluter the website ([www.schluter.com](http://www.schluter.com)) for more details on the more than 5,000 innovative products. This project relates and is driven to increase production of the Schluter Kerdiboard line of products described, herein.

3a.) Will the project move forward without the requested incentives? Yes  or No

3b.) Will the project move its facility from another location in New York to Clinton County? Yes  or No

3c.) Will the project result in the abandonment of an existing facility in New York? Yes  or No

3d.) If "Yes" to 3b and/or 3c, is the reason for moving to another location in the state to remain competitive in your industry or the state? Yes  or No  N/A

*\*To the extent the project is not approved, the project will look to relocate to another site (TX, GA or SC, under consideration).*

If "Yes," please explain  
 Location

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**4.) Applicant's Stockholders, Directors and Officers (or Partners):**

Stockholders/Directors/Officers	Name	Address	Business Affiliation/Percentage Ownership
Limited Partner	UMS Holding GmbH	194 Pleasant Ridge Rd.	99%
General Partner	S. Systems Inc.	194 Pleasant Ridge Rd.	1%

4a.) Has anyone on this list been convicted of a Felony? Yes [ ] or No [X]

If "Yes," Explain:

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4b.) Has anyone on this list filed Bankruptcy? Yes [ ] or No [X]

If "Yes," Explain:

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**5.) Applicant's Counsel, Accountant and Bank References:**

Applicant's Counsel
Name: CJ Madonna, Esq. Firm: Schluter Systems LP & UMS Property LLC Address: 194 Pleasant Ridge Road, Plattsburgh, NY 12901 Phone: 518-324-3455 E-mail: cmadonna@schluter.com
Applicant's Accountant
Name: Firm: Roedi & Partner Address: 747 Third Avenue, New York, NY 10017 Phone: 212-380-9250 E-mail:
Applicant's Bank Reference(s)
Bank Name: Community Bank NA Address: 468 Route 3, Plattsburgh, NY 12901 Phone: 518-420-2565 Website: www.communitybankna.com

**6.) Project Type [Check All that Apply]:**

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> Manufacturing | <input type="checkbox"/> Warehousing          | <input type="checkbox"/> R & D                        | <input type="checkbox"/> Tax-Exempt                              |
| <input type="checkbox"/> Wind Farm                | <input type="checkbox"/> Commercial           | <input type="checkbox"/> Retail                       | <input type="checkbox"/> Medical                                 |
| <input type="checkbox"/> Residential              | <input type="checkbox"/> Recreation           | <input type="checkbox"/> Adaptive Reuse               | <input type="checkbox"/> Other                                   |
| <input type="checkbox"/> Small Alternative Energy | <input type="checkbox"/> Distributive Service | <input type="checkbox"/> Tourism Destination Facility | <input type="checkbox"/> Industrial (includes pollution control) |

*\*See CCIDA Eligible Project Policy for definitions [www.clintoncountynyida.com](http://www.clintoncountynyida.com)*

If "Other," please explain:

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*For Retail and Tourism Projects **ONLY** – All others Skip to Question 7*

6a.) Retail Projects: **N/A**

- Will the project's facility be used in making retail sales of physical goods to customers who visit the proposed facility? Yes  or No
- Will the project's facility be used in providing services to customers who physically visit the facility? Yes  or No 
  - If "Yes" to either of the above, how much of the project's facility will be devoted to said use?
- Is the project a critical part of a larger, planned development in the community? Yes  or  No
- Has the project been endorsed by the local municipal chief executive officer or the local municipal governing body? Yes  or No
- Is the project located in a former Empire Zone? Yes  or No
- Is the project located in a Distressed Census track (based on the latest decennial Census)? Yes  or No

(\*Census Track Data Available at [www.census.gov](http://www.census.gov))

6b.) Tourism Destination Facility Projects: **N/A**

- Will the project attract and/or service a significant number of Tourists that come from outside the economic development region (ED Region Includes: Clinton, Essex, Franklin, Hamilton, St. Lawrence, Jefferson and Lewis Counties)? Yes  or No 
  - If Yes, attach market analysis that demonstrates said attraction
- Is the project linked to other Tourism Facility Destinations in Clinton County? Yes  or No

- Will the project agree to pay sales tax and occupancy taxes related to the operation of the facility? Yes [ ] or No [ ]
- If not operated by a not-for-profit, will the project agree to pay real estate taxes and/or PILOT payments on said facility? Yes [ ] or No [ ]

**7.) Scope of Project [Check All that Apply]:**

- Construction of a new building
- Acquisition of land
- Acquisition of existing building
- Renovations to existing building
- Construction of addition to existing building
- Acquisition of machinery and/or equipment
- Installation of machinery and/or equipment
- Other (specify) \_\_\_\_\_

7a.) Have you filled out any environmental assessment forms with other government entities? Yes [  ] or No [ ] (If “yes,” attach)

7b.) Has SEQR already been commenced by a lead government agency? Yes [  ] or No [ ] (If yes, please attach)

**\*\*TOWN RESOLUTION, EAF AND SEQR DOCUMENTATION ATTACHED\*\***

*\*Note: All projects involving construction, expansion or modification of an existing site **must** fill out Part III - SEQR of this application. If SEQR has already been determined and approved by the municipality please attached to Part III of this application. - ATTACHED FULL EAF (ATTACHMENT “A”) & TOWN LETTER (ATTACHMENT “B”)*

**8.) Explain your proposed project in detail. This description should include an explanation of all of the activities/operations which will occur due to this project; the location (address) and tax map data of the site; the dimensions of new/modifications building(s) & type of construction. Also attach photo of the site, preliminary plans, sketches and/or floor plans of proposed project:**

**\*\*As described directly below and on "Attachment A"**

Schluter Systems KERDIBOARD is a superior tile substrate and building panel, designed to provide a durable and reliable base for tiled surfaces in various applications. The panels are lightweight, waterproof, and made of foam reinforced with a fleece coating, ensuring strength and stability while being easy to handle and install. The panels are highly versatile and can be easily cut and shaped to fit different spaces and designs. For Schluter Systems to meet the growing market demand for KERDIBOARD, they propose to increase its manufacturing capacity beyond current limits by building a separate new production line and facility. The proposed state-of-the-art facility will cover 430k square feet and will be equipped with the latest technology and machinery to ensure efficient and high-quality production. The facility will host a team of skilled workers who will be responsible for operating and maintaining the equipment.

The new facility will be located at the Schluter Systems Plattsburgh Campus and will feature highly automated inventory put away and retrieval systems, autonomously guided vehicles, foam extrusion, laminating, converting, gluing, cutting, and assembly equipment. **ADDITIONAL DESCRIPTION ATTACHED (ATTACHMENT “C”)**

**Additional Information:**

**2.) (8a) Estimated Start Date: JUNE 2024**

(8b) Estimated Completion Date:  
**Q4 2026**

(8c) Zoning Classification of the Project:  
**INDUSTRIAL**

(8d) Legal owner of the site or building:  
**SCHLUTER SYSTEMS LP**

(8e) Most Recent use of the site and/or building:  
**VACANT LAND**

8(f) Municipality Project is located in: TOWN OF  
**PLATTSBURGH**

8(g) School District Project is located in:  
**PERU**

8(h) Is there an existing or proposed lease for this project? Yes  or No  (If yes, attach a copy)

8(i) Is there a purchase option or other legal or common control in the project? Yes  or No   
If yes, attach copy or describe participation:

8(j) List the major equipment to be acquired as part of the project. Please provide a detailed inventory of said equipment when one becomes available.

Automated storage and retrieval of raw material, in-process; automated product adhesion & joining; automated lamination; roll handling and splicing; product printing; automated dimensional finishing; automated palletizing and packaging; automated inspection and rejection of in- process and product; secondary operation equipment taking board and automated assembly of other related products.

8(k) Is there now or does the applicant believe there will be significant opposition to the proposed project? Yes  or No

If "Yes." Explain: \_\_\_\_\_

**3.) On-site Utilities and Providers:**

Type:	Provider:
<b>Water</b>	TOWN OF PLATTSBURGH
<b>Sewer</b>	PRIVATE – SCHLUTER OWNED
<b>Electric</b>	NYSEG
<b>Gas</b>	NYSEG
<b>Broadband</b>	PRIMELINK



**Section C : Project Costs**

**4.) What is the estimated Total Project Cost? (Note: More in-depth information will be required in Part II of this application)**

Category	Costs
Land	\$ 12,100,000.00
Building	\$ 100,000,000.00
Equipment	\$ 75,000,000.00
Other	\$ 0.00
Total:	\$ 197,100,000.00

If citing "Other," Explain:

10(a) Both Clinton County and the CCIDA have policies that encourage the use of local labor. Is the applicant willing to consider the use of local labor? Yes [X] or No [ ]

10(b) For the construction costs of the project, what is the estimated dollar value of materials and labor that will be sourced locally? \$100,000,000.00 What percentage of the construction costs do these local materials and labor represent 100 %

**5.) Financing Sources:**

11(a) State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ NONE
Federal Programs	\$ NONE
State Programs	\$ NONE
Local Programs	\$ NONE
Applicant Equity	\$ NONE
Other (specify, e.g., tax credits)	
**ALL COSTS TO BE PAID BY APPLICANT.	\$ _____
	\$ _____

<b>TOTAL AMOUNT OF PROJECT FINANCING SOURCES</b>	<b>\$ 0.00</b>
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11(b) Have any of the above expenditures already been made by the applicant?  
Yes \_\_\_\_\_; No X\_\_\_\_. If yes, indicate particulars.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11(c) Amount of loan requested: \$ 0.00 \_\_\_\_\_;  
Maturity requested: N/A \_\_\_\_\_ years.

11(d) Has a commitment for financing been received as of this application date, and if so, from whom? N/A

Yes \_\_\_\_\_; No \_\_\_\_\_. Institution Name: \_\_\_\_\_

11(e) Provide name and telephone number of the person we may contact.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

11(f) The percentage of Project costs to be financed from public sector sources is estimated to equal the following: \_\_\_\_\_%

11(g) The total amount estimated to be borrowed to finance the Project is equal to the following:  
\$ \_\_\_\_\_

*\*Note: Attach an outline of the financing package that is expected to be utilized for this project including dollar amounts and funding sources*

#### **Section D: Employment Information**

##### **6.) Employment Impact**

12(a) Indicate the number of people presently employed at the Project site and the additional number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

<b>TYPE OF EMPLOYMENT</b> <b>Employees of Applicant</b>					
	<b>Professional or Managerial</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Totals</b>
<b>Present Full Time</b>	94	90	429	89	702
<b>Present Part Time</b>	0	0	0	0	0
<b>Present Seasonal</b>	0	0	0	0	0
<b>First Year Full Time</b>	94	90	429 + 32 new	89	734
<b>First Year Part Time</b>	0	0	0	0	0
<b>First Year Seasonal</b>	0	0	0	0	0
<b>Second Year Full Time</b>	94	90	461 + 16 new	89	750
<b>Second Year Part Time</b>	0	0	0	0	0
<b>Second Year Seasonal</b>	0	0	0	0	0

<b>TYPE OF EMPLOYMENT</b> <b>Independent Contractors</b> <b>N/A</b>					
	<b>Professional or Managerial</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Totals</b>
<b>Present Full Time</b>					
<b>Present Part Time</b>					
<b>Present Seasonal</b>					

First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

<b>TYPE OF EMPLOYMENT</b>					
	<b>Employees of Independent Contractors</b>				<b>N/A</b>
	<b>Professional or Managerial</b>	<b>Skilled</b>	<b>Semi-Skilled</b>	<b>Un-Skilled</b>	<b>Totals</b>
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

- B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the North Country Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges	\$85,000 – and up	\$65,000 – 85,000	\$65,000 – 40,000	\$33,000 – 40,000
Estimated Number of Employees Residing in the North Country Economic Development Region <sup>1</sup>	94	90	429	89
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> **Approximately 97% of employees reside in the North Country Economic Development Region </div>				

- C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

**\*\*Upon Certificate of Occupancy and the start of operations, the first year in operation will create a minimum of 32 new jobs. By the end of the second year of operations, the project will have created an additional 16 new jobs.**

\* FTE: Any combination of (2) two or more part-time jobs that when combined together, constitute the equivalent of a job of at least 35 hours per week.

<sup>1</sup> The North Country Economic Development Region consists of the following counties: Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, and St. Lawrence.

### **Section E: Representations and Certification by Applicant**

CJ Madonna (name of authorized representative of the Applicant submitting application) deposes and says that he/she is General Counsel & Authorized Representative (Title) of Schluter Systems LP (hereinafter referred to as the "Applicant"), the corporation/partnership/limited liability company named in this Application; that he/she has read the foregoing Application and knows the content thereof, that the same is true to his/her knowledge.

Deponent further says that the reason this verification is made by the deponent and not by the Applicant is because the said Applicant is a legal entity - corporation/partnership/limited liability company - as opposed to an actual person. The grounds of the deponent's belief relative to all matters in said Application which are not upon his/her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of the Application as well as acquired by the deponent in the course of his/her duties, as an officer and from the books and papers of the Applicant.

On behalf of said Applicant, deponent acknowledges and agrees that the Applicant shall be and is responsible for all costs incurred by the County of Clinton Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached application whether or not the application, the project it describes, the attendant negotiations and financial assistance is carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels, or neglects that application (or if in cases of bonds the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested), then, and in that event, upon presentation of invoice, the Applicant shall pay to the Agency, its agents or assigns all actual costs involved in conduct of the application, up to that date and time, including fees of Agency counsel. A non-refundable filing fee of \$1,500 is required with this application, of which, \$750 will be applied to the project closing costs (Make check payable to: County of Clinton IDA). Upon successful closing of the transaction and/or sale of the required bond issue, the Applicant shall pay to the Agency an administrative fee set by the Agency not to exceed an amount equal to .75% of the total benefited transaction. The cost incurred by the Agency and paid by the Applicant, including the Agency's counsel and the administrative fee, may be considered as a cost of the project and included as part of the resultant transaction. The Applicant should also be aware that the Applicant is responsible for all fees and legal costs incurred by the Agency for re-conveyance of titles at the end of the project. The Agency reserves the right to visit the project site on an annual basis during the benefit period.

Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

Relocation or Abandonment. The provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

Compliance with Article 18-A of the New York General Municipal Law. The applicant confirms and hereby acknowledges that as of the date of this application, the applicant is in substantial compliance with all provisions of

Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) thereof.

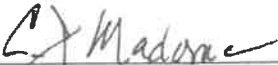
Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

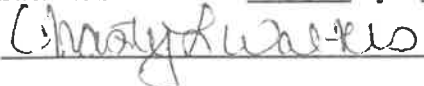
Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency is included the Agency's Policy Manual which can be accessed at <http://www.clintoncountynida.com/>.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

  
\_\_\_\_\_  
(CJ) Madonna, General Counsel &  
Authorized Representative of Schluter Systems LP

**NOTARY**

Sworn to before me this 15 day of MARCH, 20 24

  
\_\_\_\_\_  
(seal)

CHASITY L WALTERS  
NOTARY Public, STATE OF New York  
REG. # 01WA6139192  
Residing in the COUNTY of CLINTON  
My COMMISSION EXPIRES MARCH 11, 2026

## PART II: COST BENEFIT ANALYSIS

*Please answer all questions either by filling in blanks or by attachment*

### SECTION F - FINANCING STRUCTURE:

1. Tax-Exempt Financing Requested [Check all that Apply]

- Straight Lease Transaction
- Tax-Exempt Bonds
- Sales Tax Exemption Until completion date
- Mortgage Tax Abatement
- Real Property Tax Abatement/PILOT
- Other – Explain:

2. Based on the CCIDA’s UTEP PILOT Scoring Criteria (see attachment C); indicate the methodology used by the applicant to determine the Type of real property tax abatement the project is eligible for (if applicable):

Type I [ ] Type II [ ] Type III [] Deviation [ ] (check one)

Describe:

\*\* Schluter Systems LP seeks a deviation in tax abatement due to the special circumstances of our project, as this is a significant project with much room for advancement and presence in the community. The KB4 project will bring permanent jobs to the North Country and maintain them. This large-scale project by Schluter Systems LP signals its intention to stay in the community, create jobs, and contribute to local economic development. Such projects demonstrate a commitment to long-term growth and investment in the region, which can benefit both the company and the community at large.

### SECTION G - PROJECT QUESTIONNAIRE

1. Name of Project Beneficiary (“Company”):	<b>SCHLUTER SYSTEMS LP</b>
2. NAICS Code of End User (6 Digit)	<b>326199</b>
3. Municipality Project is Located	<b>TOWN OF PLATTSBURGH</b>
4. School District Project is Located	<b>PERU CENTRAL SCHOOL DISTRICT</b>
5. Estimated Amount of Project Benefits Sought:	
A. Amount of Bonds Sought:	\$ <u>0.00</u>



B. Value of Sales Tax Exemption Sought	\$ 903,200.00
C. Value of Real Property Tax Exemption Sought	\$ 737,618.95
D. Value of Mortgage Recording Tax Exemption Sought (Clinton County MRT = 1%; as of 9/1/13)	\$ 0.00
E. Value of property tax on full assessment once the project is completed	\$ 1,630,937.46
<b>TOTAL:</b>	<b>\$ 3,271,756.41</b>

**SECTION H - PROJECTED PROJECT INVESTMENT:**

A. Land-Related Costs	
1. Land acquisition	\$ 0.00
2. Site preparation	\$ 3,000,000.00
3. Landscaping	\$ 1,500,000.00
4. Utilities and infrastructure development	\$ 3,500,000.00
5. Access roads and parking development	\$ 4,000,000.00
6. Other land-related costs (describe)	\$ 100,000.00
<b>TOTAL:</b>	<b>\$12,100,000.00</b>

<b>B.</b>	<b>Building-Related Costs</b>	
1.	Acquisition of existing structures	\$ 0.00
2.	Renovation of existing structures	\$ N/A
3.	New construction costs	\$ 100,000,000.00
4.	Electrical systems	\$ INCLUDED in \$100M indicated in #3
5.	Heating, ventilation and air conditioning	\$ INCLUDED in \$100M indicated in #3
6.	Plumbing	\$ INCLUDED in \$100M indicated in #3
7.	Other building-related costs (describe)	\$ INCLUDED in \$100M indicated in #3
	<b>TOTAL:</b>	<b>\$ 100,000,000.00</b>
<b>C.</b>	<b>Machinery and Equipment Costs</b>	
1.	Production and process equipment	\$ 40,000,000.00
2.	Packaging equipment	\$ TBD
3.	Warehousing equipment (raw material & storage)	\$ 25,000,000.00
4.	Installation costs for various equipment	\$ 1,000,000.00
5.	Other equipment-related costs (describe)	\$ 10,000,000.00
	<b>TOTAL:</b>	<b>\$ 75,000,000.00</b>
<b>D.</b>	<b>Furniture and Fixture Costs</b>	
1.	Office furniture	\$ 1,500,000.00
2.	Office equipment	\$ included in #1 (\$1.5M)
3.	Computers	\$127,500.00 *laptops, docking stations, webcam, keyboards, headsets,
4.	Other furniture-related costs (describe)	\$ N/A
	<b>TOTAL:</b>	<b>\$1,627,500.00</b>

E.	Working Capital Costs	
1.	Operation costs	\$ 150,000.00
2.	Production costs	\$ 500,000.00
3.	Raw materials	\$ 2,000,000.00
4.	Debt service	\$ 0.00
5.	Relocation costs	\$ 750,000.00
6.	Skills training	\$ 500,000.00
7.	Other working capital-related costs (describe)	\$ 5,000,000.00 *pre-production testing and commissioning
	<b>TOTAL:</b>	<b>\$8,900,000.00</b>
F.	Professional Service Costs	
1.	Architecture and engineering	\$ 7,000,000.00 (est.)
2.	Accounting/legal	\$ 100,000.00
3.	Other service-related costs (describe)	\$
	<b>TOTAL:</b>	<b>\$ 7,100,000.00</b>
G.	Other Costs	
1.	Mortgage Amount not included in above costs	\$ 0.00
2.		\$ 0.00
	<b>TOTAL:</b>	<b>\$ 0.00</b>

H. Summary of Expenditures	
1. Total Land Related Costs	\$ 12,100,000.00
2. Total Building Related Costs	\$ 100,000,000.00
3. Total Machinery and Equipment Costs	\$ 75,000,000.00
4. Total Furniture and Fixture Costs	\$ 1,500,000.00
5. Total Working Capital Costs	\$ 8,900,000.00
6. Total Professional Service Costs	\$ 7,100,000.00
7. Total Other Costs	\$ 0.00
<b>TOTAL PROJECT COSTS</b>	<b>\$ 204,600,000.00</b>

**SECTION I - PROJECTED CONSTRUCTION EMPLOYMENT IMPACT:**

1. Please provide estimates of total construction jobs at the Project:

Year	Construction Jobs (Annual wages and benefits \$40,000 and under)	Construction Jobs (Annual wages and benefits over \$40,000)
Current Year **	0	40
Year 1 **	0	200
Year 2 **	0	175
Year 3		
Year 4		
Year 5		

\*\* construction period estimates for 2+ years. See attached break down worksheet from PC Construction (attachment D).

2. Please provide estimates of total annual wages and benefits of total construction jobs at the Project:

Year	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year **	\$ 1,987,470.00	\$ 84,142.35
Year 1 **	\$ 14,185,080.00	\$ 609,099.40
Year 2 **	\$ 17,504,025.00	\$ 761,208.88
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

\*\* construction period estimates for 2+ years. See attached breakdown worksheet from PC Construction (attachment D).

**SECTION J - PROJECTED PERMANENT EMPLOYMENT IMPACT:**

1. Please provide estimates of total existing permanent jobs (FTE) to be preserved or retained as a result of the Project: FTE: Any combination of (2) two or more part-time jobs that when combined together, constitute the equivalent of a job of at least 35 hours per week.

Year	Existing Jobs (Annual wages and benefits \$40,000 and under)	Existing Jobs (Annual wages and benefits over \$40,000)
Current Year *	89	613
Year 1 *	89	613 + 32 new fte
Year 2 *	89	645 +16 new fte
Year 3 *	89	661
Year 4 *	89	661
Year 5 *	89	661

- \* After project completion

2. Please provide estimates of total new permanent jobs (FTE) to be created at the Project:

Year	New Jobs (Annual wages and benefits \$40,000 and under)	New Jobs (Annual wages and benefits over \$40,000)
Current Year *	CONSTRUCTION PHASE	CONSTRUCTION PHASE
Year 1 *		32
Year 2 *		32 + 16 new fte
Year 3 *		48
Year 4 *		48
Year 5 *		48

• \* After project completion

3. Please provide estimates of total annual wages and benefits of total permanent construction jobs at the Project: **\*\* NONE: NO PERMANENT CONSTRUCTION JOBS WILL BE CREATED DUE TO THIS PROJECT.**

Year	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	\$ _____	\$ _____
Year 1	\$ _____	\$ _____
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Year 4	\$ _____	\$ _____
Year 5	\$ _____	\$ _____

4. Provide estimates for the Creation of New Job Skills relating to permanent jobs. List the projected new job skills for the new permanent jobs to be created as a result of the undertaking of the project by the applicant

New Job Skills	Number of Positions Created	Wage Rate **estimates
OPERATION OF AUTOMATED EQUIPMENT	32	\$19.23 – \$31.25/ HOUR (PLUS BENEFITS)
MAINTANENCE / TROUBLESHOOTING AND REPAIR OF EQUIPMENT	16	\$19.23 - \$ 31.25 / HOUR (PLUS BENEFITS)

\*Should you need additional space, please attach a separate sheet.

**SECTION K - PROJECTED OPERATING IMPACT:**

1. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 <sup>st</sup> year following project completion)	\$ 5,942,000 in raw materials \$ 1,467,000 in goods & services
Additional Sales Tax Paid on Additional Purchases	\$ 117,360
Estimated Additional Sales (1 <sup>st</sup> full year following project completion)	\$ 50,567,000
Estimated Additional Sales Tax to be collected on additional sales (1 <sup>st</sup> full year following project completion)	\$ 0, As Schluter is a wholesaler

2. Please provide estimates for impacts of other economic benefits expected to be produced as a result of the Project not mentioned in this application:

THE PROJECT WILL CREATE A NEED FOR MATERIALS OF PRODUCT, WHICH WILL FIRST BE SOURECED LOCALLY. ADDITIONALLY, THE SERVIVES REQUIRED AT THE LOCATION WILL UTILIZE LOCAL BUSINESSES, AS THE FIRST CHOICE.


JOB CREATION WILL PROMOTE AN INCREASE IN THE NORTH COUNTRY'S LOCAL ECONOMY.

### CBA QUESTIONNAIRE CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire.

I affirm under penalty of perjury that all statements made in this Questionnaire are true, accurate and complete to the best of my knowledge.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

<p>Date Signed: <u>March 15, 20 24.</u></p>	<p><b>Name of Person Completing Project Questionnaire on behalf of the Company.</b></p> <p>Name: <u>CJ MADONNA, ESQ.</u></p> <p>Title: <u>GENERAL COUNSEL &amp; AUTHORIZED REPRESENTATIVE - SCHLUTER SYSTEMS</u></p> <p>Phone Number: <u>518-324-3455</u></p> <p>Signature: </p>
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**APPLICATION ATTACHMENT A:**

**Acknowledgements and Yearly Filings**

As a condition to issuing financial assistance to the applicant the County of Clinton Industrial Development Agency is required by the New York State Comptroller's office to obtain the following supplementary information yearly for the duration of the transaction:

1. Outstanding balance at beginning and end of year and principal payments made during year.
2. The current interest rate for bonds (for adjustable rate bonds the rate at the end of the year is needed).
3. Current year tax exemptions for county, local (towns) and school taxes.
4. PILOT (*Payment in lieu of taxes*) payments made each year to county, local and school taxing authorities.
5. Documentation and affidavits regarding the use of local construction workers in the construction phase of the Project. See Use of Local Labor Policy and Attachment D of this application.
6. Once project is authorized, report the number of full-time, part-time and seasonal workers employed in terms of FTE (as defined in this application).
7. Submit NY-45 Form (with employee identification blacked-out) showing 4Q monthly data regarding salary and employment levels. Also include an average salary.

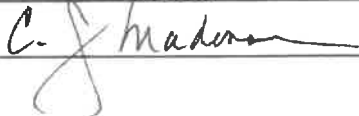
In addition to the above, in reporting the first year the CCIDA need:

1. An amortization schedule showing the planned principal reduction each year for the life of the issue.
2. The amount exempted for:
  - (a) sales tax
  - (b) mortgage recording tax
3. Each year of construction -- Sale tax and documents (ST-60, ST-340, ST-123, etc.).

**This information is required by January 31st of each succeeding year and shall be submitted in writing to the County of Clinton Industrial Development Agency, 137 Margaret Street, Suite 209, Plattsburgh, NY 12901. (Fax: 518-565-4616)**

We have reviewed, understand and will comply with the above, as required by the New York State Comptroller's Office.

Name: CJ MADONNA, ESQ. Title: GENERAL COUNSEL / AUTHORIZED REP.

Date: 

## APPLICATION ATTACHMENT B

### County of Clinton IDA Fee Schedule:

Adopted: 5/13/13

Revised 3/21/16

Revised 2/13/17

Type	Cost	Description
<i>Application Fee</i>	<b>\$1500</b>	The Agency will charge a nonrefundable administrative application fee for finance transactions equal to \$1500 upon submission of an application by a project. \$750 is a non-refundable administrative fee. The remaining \$750 will be applied to the project's closing costs.
<i>Fee Issuances for Bonds, Refinancing or Straight Lease Transactions</i>	<b>.75 of 1%</b>	The Agency will charge said fee on the total benefited project costs. Such fee shall be payable upon the successful conclusion of the sale of obligations (bonds) or upon the execution and delivery of the documents providing financial assistance (straight lease not involving bonds). Fees shall be applied towards administrative costs to the Agency and are non-refundable.
<i>Modification/Amendment Transactions Fees</i>	<b>\$500</b>	The Agency will charge a nonrefundable modification/amendment transaction fee per instance (post-closing) equal to \$500 upon the submission of a letter to the Agency explaining in detail the requested action to modify or amend existing documents previously executed by the Agency. Fees shall be applied towards administrative costs to the Agency and are non-refundable.
<i>Reconveyance of a Straight Lease Fees Not Involving New Financial Assistance</i>	<b>\$500</b>	The Agency will charge a nonrefundable reconveyance administrative fee for straight lease transactions. The project is responsible for paying all legal costs and/or other third party costs incurred by the Agency on behalf of the project. Fees shall be applied towards administrative costs to the Agency and are non-refundable.
<i>Special Meeting Fee</i>	<b>\$500</b>	The Agency will charge a nonrefundable administrative fee for a special meeting of the IDA held at the project's request.
<i>IDA Legal Fees</i>	<b>Varies</b>	The project is responsible for paying all legal costs and/or other third party costs incurred by the Agency on behalf of the project. Fees shall be applied towards administrative costs to the Agency and are non-refundable.

\*The Agency Board reserves the right to determine and impose other administrative fees on Agency projects in consideration for financial assistance being granted by the Agency and/or the costs incurred by the Agency. The Agency may provide for a different application fee and/or a different administrative fee for a particular project by resolution duly adopted by the Agency Board.

## APPLICATION ATTACHMENT C

### CCIDA UTEP PILOT Scoring Criteria

Variable/ Threshold	Permanent Payroll Level In Terms of # of Jobs Created	% of Average County Wage	# of Potential Spin-off Jobs	Local Business Impact and/or Community Investment	Educational Benefits	Value of Real Property	Totals:
				Reviewing appropriate level yearly	Reviewing appropriate levels/year		
<b>Level 1</b> (1 point)	Less than 100 jobs within 5 years	At least 75% for <u>new jobs</u>	Less than 100 verifiable Spin off jobs	Need for local industry/services is low e.g. insurance, banking, trucking Belong to Chamber	Low level such as school visits/ school- to-work	\$500k- \$1.5x10 <sup>6</sup>	
<b>Level 2</b> (2 pts)	100 - 300 jobs	At least 100% for <u>new jobs</u>	100-300 verifiable Spin off jobs	Use local industrial suppliers & services/ra materials/parts Or Reuse abandoned facility	Limited Support/ Learn to Earn Internships underwrite facilities or programs	\$1.5 - 5.0 x 10 <sup>6</sup>	
<b>Level 3</b> (3 pts)	300+ jobs within 5 years	At least 150% for <u>new jobs</u>	300+ verifiable Spin off jobs	Demonstrate synergy with local services, suppliers and manufacturers Or Reclaim brownfield/adaptive re-use of facilities.	Major support to schools and colleges Scholarships (NMSQT) internships; sponsorships underwrite faculty \$10,000	\$5.0 x 10 <sup>6</sup>	
<b>Totals:</b>							

### Scoring

6 points or less - Category 1 benefits

7-11 points - Category 2 benefits 12

points or more - Category 3 benefits

**\*\* In the event CCIDA disagrees, see Deviation Letter (Attachment E)**

**APPLICATION ATTACHMENT D**  
**CONSTRUCTION EMPLOYMENT AGREEMENT**

Recognizing the mission of County of Clinton Industrial Development Agency (the "Agency") to promote construction employment opportunities for residents of Clinton County, New York and in consideration of the extension of financial assistance by the Agency for the project which is the subject of this application (the "Project"), SCHLUTER SYSTEMS LP (the "Company") understands that it is the Agency's policy that benefiting private entities should employ New York State residents and agrees to provide the information requested below as a way to provide local construction opportunities. The Company also agrees to provide an estimate of the number, type and duration of construction jobs to be created through Agency assistance, whether employment is gained directly through the Company, its general contractor, or individual vendors.

Upon completion of the Project, the Company shall, if requested by the Agency, submit to the Agency a Construction Completion Report in which is identified names and business addresses of the prime contractor, sub-contractors and vendors engaged in the construction of the Project.

Relevant Company Information:

Company: SCHLUTER SYSTEMS LP  
Company representative for Contract Bids and Awards: GREG JANDOLENKO

Mailing Address: 194 PLEASANT RIDGE ROAD, PLATTSBURGH, NY 12901

Phone: 518-324-3444 Fax: \_\_\_\_\_

Email: GJANDOLENKO@SCHLUTER.COM

General Contractor, if determined:

Contractor: PC Construction  
Representative: E t h a n L a P l a n t

Mailing Address: 193 Tilley Drive S. Burlington, VT 05403

Phone: 802-651-1357 Fax: 540-250-5778

Email: elaplante@pcconstruction.com

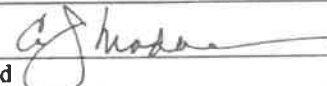
Construction start date is estimated to be APRIL 2024 with occupancy to be taken on Q4 2026 (estimated)?

Construction Phase or Process	Duration of Construction Phase	# to be employed
Earthwork and Foundations	10	40
Structure and Skin	7	90
Fit-up and Finishes	12	200

Dated 3/15/2024

Construction Phase or Process	Duration of Construction Phase	# to be employed

Name of Applicant  
SCHLUTER SYSTEMS LP

Signed   
CJ MADONNA, GENERAL COUNSEL & AUTHORIZED REP.  
Printed Name and Position

**ATTACHMENT A – FULL EAF**

43.880

**Full Environmental Assessment Form  
Part I - Project and Setting**

**Instructions for Completing Part I**

Part I is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part I 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part I is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: UMS Property LLC, New Production Facility Site Plan 2023		
Project Location (describe, and attach a general location map): 20 Ingh Settlement Rd, Pittsburgh, NY or Tax Parcel 232-3-18		
Brief Description of Proposed Action (include purpose or need): The construction of approximately 433,600 square-foot light manufacturing and warehouse building, which includes approximately 21,000 of office area and approximately 117,000 of second floor warehousing. The majority of the building and office area would be approximately 45 feet in height with the second story warehouse being approximately 80 feet in height, and material sites that would be approximately 80 feet in height. In addition, to the primary building, the site would also have an accessory storage area for waste and recycled materials, raw material sites, and two 6,000-gallon production gas tanks.		
Name of Applicant/Sponsor: Greg Jandolento - UMS Property, LLC	Telephone: (518) 324 - 5444	
	E-Mail: gjandolento@achluter.com	
Address: 194 Pleasant Ridge Road		
City/PO: Pittsburgh	State: NY	Zip Code: 12901
Project Contact (if not same as sponsor; give name and title/role): Aaron J. Ovibe, PE		
	Telephone: (518) 681 - 6146	
	E-Mail: a.ovibe@rmpo.com	
Address: 11 MacDonough Street		
City/PO: Pittsburgh	State: NY	Zip Code: 12901
Property Owner (if not same as sponsor):		
	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Abandonment of Paper Road	
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Plattsburgh Planning Board	
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Plattsburgh Zoning Board	
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Clinton County Health Department, CC Highway Department for Access, Clinton County, IDA	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS DEC	
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FAA for Height	
<b>i. Coastal Resources.</b>		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?  Yes  No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  Yes  No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  Yes  No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway, Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

<b>C.3. Zoning</b>	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance? If Yes, what is the zoning classification(s) including any applicable overlay district? <i>Industrial Districts</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>C.4. Existing community services.</b>	
a. In what school district is the project site located? <i>Perry Central School</i>	
b. What police or other public protection forces serve the project site? <i>NYS Troopers, Clinton County Sheriff</i>	
c. Which fire protection and emergency medical services serve the project site? <i>South Pittsburgh</i>	
d. What parks serve the project site? <i>Pittsburgh Parks and Recreation</i>	
<b>D. Project Details</b>	
<b>D.1. Proposed and Potential Development</b>	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <i>Light Manufacturing and Warehouse</i>	
b. a. Total acreage of the site of the proposed action?	<i>43.3 acres</i>
b. Total acreage to be physically disturbed?	<i>27.7 acres</i>
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<i>85.30 acres</i>
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify type)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is a cluster/conservation layout proposed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? i. If No, anticipated period of construction: _____ ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase I (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

f. Does the project include new residential users?  Yes  No  
 If Yes, show numbers of units proposed.  
     One Family      Two Family      Three Family      Multiple Family (four or more)

Initial Phase \_\_\_\_\_  
 At completion \_\_\_\_\_  
 of all phases \_\_\_\_\_

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g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,  
 i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

---

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,  
 i. Purpose of the impoundment: \_\_\_\_\_  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
 v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

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**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  Yes  No  
 If Yes:  
 i. What is the purpose of the excavation or dredging? \_\_\_\_\_  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
     • Volume (specify tons or cubic yards): \_\_\_\_\_  
     • Over what duration of time? \_\_\_\_\_  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_  
 iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
     If yes, describe. \_\_\_\_\_  
 v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_

---

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:  
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_



**ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**iii. Will the proposed action cause or result in disturbance to bottom sediments?**  Yes  No  
**If Yes, describe:** \_\_\_\_\_

**iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?**  Yes  No  
**If Yes:**

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

**v. Describe any proposed reclamation/mitigation following disturbance:** \_\_\_\_\_

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**c. Will the proposed action use, or create a new demand for water?**  Yes  No  
**If Yes:**

**i. Total anticipated water usage/demand per day:** \_\_\_\_\_ 3 500 gallons/day

**ii. Will the proposed action obtain water from an existing public water supply?**  Yes  No  
**If Yes:**

- Name of district or service area: WD046
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

**iii. Will line extension within an existing district be necessary to supply the project?**  Yes  No  
**If Yes:**

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

**iv. Is a new water supply district or service area proposed to be formed to serve the project site?**  Yes  No  
**If Yes:**

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

**v. If a public water supply will not be used, describe plans to provide water supply for the project:** \_\_\_\_\_

**vi. If water supply will be from wells (public or private), what is the maximum pumping capacity:** \_\_\_\_\_ gallons/minute.

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**d. Will the proposed action generate liquid wastes?**  Yes  No  
**If Yes:**

**i. Total anticipated liquid waste generation per day:** \_\_\_\_\_ 3 500 gallons/day

**ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):** \_\_\_\_\_  
 Sanitary Wastewater

**iii. Will the proposed action use any existing public wastewater treatment facilities?**  Yes  No  
**If Yes:**

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

<ul style="list-style-type: none"> <li>Do existing sewer lines serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>Will a line extension within an existing district be necessary to serve the project? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>Applicant/sponsor for new district: _____</li> <li>Date application submitted or anticipated: _____</li> <li>What is the receiving water for the wastewater discharge? _____</li> </ul>	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p>	
<p>c. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p>_____ Square feet or <u>17</u> acres (impervious surface)</p> <p>_____ Square feet or <u>49.2</u> acres (parcel size)</p> <p>ii. Describe types of new point sources: <u>Building and parking lot runoff</u></p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p><u>On-site sub-surface detention with infiltration and overflow outlet to wetlands</u></p> <ul style="list-style-type: none"> <li>If to surface waters, identify receiving water bodies or wetlands: <u>Neighboring wetlands</u></li> <li>Will stormwater runoff flow to adjacent properties? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	<p>D. (Cb) 2.7.7 All E.I.B.</p>
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p><u>Excavators during truck delivery equipment</u></p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p><u>Production Equipment</u></p>	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li><u>7,061.11</u> Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li><u>0.04</u> Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li><u>0</u> Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li><u>0</u> Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li><u>0</u> Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li><u>0.11</u> Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>	

**h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?**  Yes  No

**If Yes:**

**i. Estimate methane generation in tons/year (metric):** \_\_\_\_\_

**ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring):** \_\_\_\_\_

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**i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?**  Yes  No

**If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):** \_\_\_\_\_

---

**j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?**  Yes  No

**If Yes:**

**i. When is the peak traffic expected (Check all that apply):**  Morning  Evening  Weekend

Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_

**ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks):** \_\_\_\_\_

---

**iii. Parking spaces:** Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

**iv. Does the proposed action include any shared use parking?**  Yes  No

**v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:** \_\_\_\_\_

---

**vi. Are public/private transportation service(s) or facilities available within 1/4 mile of the proposed site?**  Yes  No

**vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?**  Yes  No

**viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?**  Yes  No

---

**k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?**  Yes  No

**If Yes:**

**i. Estimate annual electricity demand during operation of the proposed action:** \_\_\_\_\_

TBD

**ii. Anticipated source/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):** \_\_\_\_\_

NYSEG

**iii. Will the proposed action require a new, or an upgrade, to an existing substation?**  Yes  No

---

**l. Hours of operation. Answer all items which apply.**

<b>i. During Construction:</b>		<b>ii. During Operations:</b>	
• Monday - Friday:	7 am - 6 pm	• Monday - Friday:	24/7
• Saturday:	8 am - 6 pm	• Saturday:	24/7
• Sunday:	_____	• Sunday:	24/7
• Holidays:	_____	• Holidays:	Closed

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration: \_\_\_\_\_

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structure:  
 Uhoris LED Lance @ 22' above finish grade pointed downward with no street pole closer than 20'

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

---

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 135 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored: Production Gases  
 ii. Volume(s): 7000 gal per unit time month (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities:  
 (2) 6 500 gallon above ground tanks

---

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s): \_\_\_\_\_

---

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation: \_\_\_\_\_ 2 tons per \_\_\_\_\_ week (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 • Operation: Recycle and Reuse of Waste Materials  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 • Operation: Clinton County Landfill

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing off-site hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

### E. Site and Setting of Proposed Action

#### E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): Woodlands

ii. If mix of uses, generally describe:

South and west is woodlands and residential lots with light manufacturing and warehouse to the north

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces		17.7	+17.7
• Forested	13.43	13.43	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	27.7	0	-27.7
• Agriculture (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	2.17	2.17	0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Lawn		10	+10

c. Is the project site presently used by members of the community for public recreation?  Yes  No

i. If Yes, explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No

If Yes,

i. Identify Facilities: \_\_\_\_\_

---

e. Does the project site contain an existing dam?  Yes  No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: \_\_\_\_\_ feet
- Dam length: \_\_\_\_\_ feet
- Surface area: \_\_\_\_\_ acres
- Volume impounded: \_\_\_\_\_ gallons OR acre-feet

ii. Dam's existing hazard classification: \_\_\_\_\_

iii. Provide date and summarize results of last inspection: \_\_\_\_\_

---

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No

If Yes:

i. Has the facility been formally closed?  Yes  No

- If yes, cite sources/documentation: \_\_\_\_\_

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_

iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

---

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_

---

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No

- Yes - Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_
- Yes - Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_
- Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_

---

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No

If yes, provide DEC ID number(s): 510003 \_\_\_\_\_

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

None an subject site \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 40 feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site: Sand \_\_\_\_\_ 100 %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 20 feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ 100 % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ 85 % of site  
 10-15%: \_\_\_\_\_ 6 % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_

**h. Surface water features.**

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No

If Yes to either i or ii, continue. If No, skip to E.2.i  
 iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name: 630-197	Classification: D
• Lakes or Ponds:	Name: _____	Classification: _____
• Wetlands:	Name: Federal Wetland, Federal Wetland, Federal Wetland...	Approximate Size: 2.17 acres
• Wetland No. (if regulated by DEC)	_____	_____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: Principal Aquifer \_\_\_\_\_

m. Identify the predominant wildlife species that occupy or use the project site:

\_\_\_\_\_

\_\_\_\_\_

n. Does the project site contain a designated significant natural community?  Yes  No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation):  
Pitch Pine-Heath Barrens

ii. Source(s) of description or evaluation:

iii. Extent of community/habitat:

- Currently: 13.0, 21.0 acres
- Following completion of project as proposed: \_\_\_\_\_ acres
- Gain or loss (indicate + or -): \_\_\_\_\_ 0 acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  Yes  No

If Yes:

i. Species and listing (endangered or threatened): \_\_\_\_\_

\_\_\_\_\_

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  Yes  No

If Yes:

i. Species and listing: \_\_\_\_\_

\_\_\_\_\_

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  Yes  No

If yes, give a brief description of how the proposed action may affect that use: \_\_\_\_\_

\_\_\_\_\_

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No

If Yes, provide county plus district name/number: \_\_\_\_\_

b. Are agricultural lands consisting of highly productive soils present?  Yes  No

i. If Yes: acreage(s) on project site? \_\_\_\_\_

ii. Source(s) of soil rating(s): \_\_\_\_\_

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  Yes  No

If Yes:

i. Nature of the natural landmark:  Biological Community  Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: \_\_\_\_\_

\_\_\_\_\_

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  Yes  No

If Yes:

i. CEA name: \_\_\_\_\_

ii. Basis for designation: \_\_\_\_\_

iii. Designating agency and date: \_\_\_\_\_



e. 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?  Yes  No

If Yes:

i. Nature of historic/archaeological resource:  Archaeological Site  Historic Building or District

ii. Name:

iii. Brief description of attributes on which listing is based:

f. 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?  Yes  No

g. Have additional archaeological or historic site(s) or resources been identified on the project site?  Yes  No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  Yes  No

If Yes:

i. Identify resource: Lake Champlain

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):

iii. Distance between project and resource: 2.6 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program of NYCRR 666?  Yes  No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in NYCRR Part 666?  Yes  No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Aaron Davis Date 10/30/23

Signature [Signature] Title Project Engineer

**ATTACHMENT B – TOWN LETTER**



ENGINEERS • PLANNERS • SURVEYORS • SOIL & MATERIAL TESTING

ROBERT M. SUTHERLAND P.C.

October 29, 2023

Trevor Cole  
Senior Planner  
Town of Plattsburgh Planning Department  
151 Banker Road  
Plattsburgh, New York 12901

RE: UMS Property LLC  
New Production Facility Site Plan 2023

Dear Mr. Cole:

Our office has received your October 13, 2023 review letter with respect to the above referenced matter, and offers the following response:

**Site Specific Considerations and Potential Impacts:**

1. The proposed site plan proposes a truck entrance off of Irish Settlement Road to separate inbound truck traffic from the employee traffic entering the site. Of the 25 outbound trucks per day, approximately 75% of them would be directed to the main campus via Whispering Pine Road, where the finished products are warehoused. The applicant has submitted the project plans to the County Highway Department for consideration and will incorporate any recommendations as identified by the Town Highway Superintendent during his review.
2. Please see attached visual renderings as prepared by Saratoga Associates providing post development perspectives of the project. It is important to note that within the same Industrial Zone, and less than ¼ mile from the project site, the Town has reviewed applications for similar or greater height structures, and in each case has determined that they would not have a significant adverse impact on the surrounding community. These projects include the SSF silos at approximately 70 feet in height and the Schluter thinset building that is 88.5 feet in height.
3. The project will incorporate an enclosed pumping station at the silos. These systems will remove the material handling pumps from the trucks, significantly reducing the noise levels from these activities. To further mitigate noise levels, the silo fill activities will be primarily limited to normal working hours of 8 AM to 5 PM. In addition to the silo filling, the facility will have dust collection systems that have the potential of generating noise at a level of approximately 80 dba at the equipment locations. To

mitigate the impacts on the surrounding properties, the project will enclose the majority of the equipment located at the southeast corner of the building. This enclosure has resulted in an increase of the building footprint by approximately 16,000 square feet. In addition, the equipment located in the northwest corner of the building will utilize both a solid concrete noise wall immediately adjacent to the equipment and a secondary noise wall with vegetative buffer along the property line. These measures will adequately reduce the sound pressure levels to the ambient levels adjacent to the existing industrial uses within the existing industrial district.

4. The applicant has submitted an application to the New York State Department of Environmental Conservation for its existing campus. The State provided review comments, which have all been addressed and re-submitted awaiting response. The applicant has ongoing discussions with the State regarding the proposed new facility and has yet to receive final determination as to how the project will be permitted. The applicant has committed to implementing any facility controls once established by the State. These controls will address any air discharge and mitigating any adverse impacts to the surrounding community.
  5. A hydrologic report has been submitted previously and has been reviewed by Laberge Engineering. The report identifies how the project will comply with the Town of Plattsburgh and New York State Department of Environmental Conservation standards for stormwater controls. The review comments prepared by Laberge are primarily minor site plan note revisions and do not dispute the proposed mitigation measures or techniques. A copy of the fully developed SWPPP and NOI Acknowledgement will be provided to the Town prior to the start of any work in accordance with said standards.
  6. With a total of approximately 200 employees at the facility in a 24 hour period, the estimated sanitary waste water flow is estimated at 3,000 gallons per day. Due to the volume being greater than 1,000 gallons, the project will require a SPDES Permit from the NYSDEC for said discharge. Soil tests have been conducted in the area of the proposed septic system indicating adequate soils for an on-site disposal system, similar to the existing neighboring facilities. There are no production processes that will utilize water within the facility that would require additional industrial waste permits.
  7. As noted above, the facility will only utilize approximately 3,000 gallons of domestic water per day. This flow can easily be provided by the existing Town infrastructure located along Whispering Pines Road. Fire Protection will be provided by the owners separate fire suppression system. Please see attached letter confirming that the existing fire tank system can adequately address the proposed facility.
  8. The applicant has provided a letter from NYS OPRHP as to no significance.
-

9. The facility will utilize natural gas provided by NYSEG as its "fuel" source, with no other on-site storage of fuels. The project does utilize production gases in the extrusion process. Please see attached MSDS Sheets for said production materials.
10. The applicant is committed to work with the Town Board for said abandonment and can assist as needed.
11. The applicant welcomes the assistance from Labelia and can provide any additional information as requested.
12. The applicant will update the Town of any modifications to the project that results from the various party's review and consideration of the project.

We hope that this added clarification satisfies your concerns with respect to this matter, and if you have any further questions, please feel free to contact our office. To further assist you in your review, we have enclosed 5 full size and 1 reduced copy of the updated Site Plan, Building Renderings, Photo Simulations, revised Long Form SEQRA, Preliminary Floor Plans.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Aaron J. Oviós", written over a horizontal line.

**Aaron J. Oviós, P.E.**

*Robert M. Sutherland P.C.*

## ATTACHMENT C – ADDITIONAL DESCRIPTION

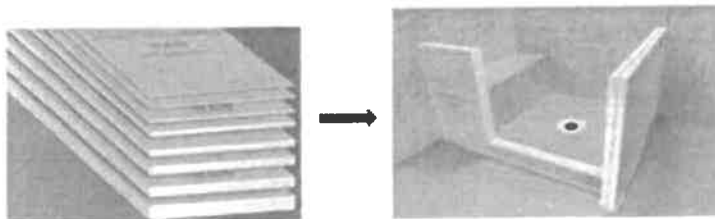
### ATTACHMENT C

(in response to question number 8, page 7 of CCIDA application)

**8.) Explain your proposed project in detail. This description should include an explanation of all of the activities/operations which will occur due to this project; the location (address) and tax map data of the site; the dimensions of new/modifications building(s) & type of construction. Also attach photo of the site, preliminary plans, sketches and/or floor plans of proposed project:**

**Project Description:** Build a New and Improved Manufacturing Facility for KerdiBoard and KerdiBoard Products. This will increase our North American capacity by 3x, advance our manufacturing technology and improve the KerdiBoard products.

**Note:** KerdiBoard is the world's premier lightweight, waterproof, multifunctional tile substrate and building panel. (see below link for more info):  
[https://www.schluter.com/schluter-us/en\\_US/Building-Panels/KERDI-BOARD-Panels/Schluter%20%AE-KERDI-BOARD/p/KERDI BOARD](https://www.schluter.com/schluter-us/en_US/Building-Panels/KERDI-BOARD-Panels/Schluter%20%AE-KERDI-BOARD/p/KERDI%20BOARD).



The New KerdiBoard Manufacturing Facility is comprised of:

1. A leading edge, custom, (extruded Poly Styrene) extruder manufacturing process to create improved XPS foam panels
2. A custom "XPS foam panel" to KerdiBoard converting process
3. A high density warehouse storage (for primarily raw materials) with AGV (Automated Guided Vehicles) controlled by a new Warehouse Control System.
4. A "secondary" KerdiBoard product manufacturing process that takes finished KerdiBoard and makes other KerdiBoard products such as Shower Niches, Shower Curbs, and Shower Benches. Process uses CNC, and robotic equipment form product creation and assembly.



**ATTACHMENT D – BACK UP WORKSHEET FROM CONTRACTOR**

Schluter Grant Application Estimates

average  
wage +  
75 benefits  
year 1  
1.05 escalation  
year 2  
1.1 escalation

Taxes Sum	Wages Sum	Year	Month	# people	Wages	Tax			
\$ 84,142.35	\$ 1,987,470	2024	4		\$ -	\$ -			
			5		\$ -	\$ -			
			6	8	\$ 103,920	\$ 4,399.60			
			7	15	\$ 194,850	\$ 8,249.25			
			8	15	\$ 194,850	\$ 8,249.25			
			9	15	\$ 194,850	\$ 8,249.25			
			10	30	\$ 389,700	\$ 16,498.50			
			11	30	\$ 389,700	\$ 16,498.50			
			12	40	\$ 519,600	\$ 21,998.00			
			\$ 609,099.40	\$ 14,185,080	2025	1	40	\$ 545,580	\$ 23,426.90
						2	40	\$ 545,580	\$ 23,426.90
						3	40	\$ 545,580	\$ 23,426.90
4	50	\$ 681,975				\$ 29,283.63			
5	50	\$ 681,975				\$ 29,283.63			
6	70	\$ 954,765				\$ 40,997.08			
7	80	\$ 1,091,160				\$ 46,853.80			
8	80	\$ 1,091,160				\$ 46,853.80			
				\$	\$				

			10	140	\$ 1,909,530	\$ 81,994.15
			11	165	\$ 2,250,518	\$ 96,635.96
			12	185	\$ 2,523,308	\$ 108,349.41
			1	200	\$ 2,857,800	\$ 124,279.00
			2	200	\$ 2,857,800	\$ 124,279.00
			3	175	\$ 2,500,575	\$ 108,744.13
			4	160	\$ 2,286,240	\$ 99,423.20
			5	160	\$ 2,286,240	\$ 99,423.20
			6	125	\$ 1,786,125	\$ 77,674.38
			7	100	\$ 1,428,900	\$ 62,139.50
			8	75	\$ 1,071,675	\$ 46,604.63
			9	30	\$ 428,670	\$ 18,641.85
			10		\$ -	\$ -
			11		\$ -	\$ -
			12		\$ -	\$ -
\$ 761,208.88	\$ 17,504,025	2026				

Totals: \$ 33,676,575 \$ 1,454,451

ATTACHMENT E – Deviation Letter

March 15, 2024

County of Clinton Industrial Development  
Agency Attn: Molly Ryan, Ex Dir.  
137 Margaret Street, Suite 209  
Plattsburgh, New York 12901

**RE: Supplemental Information in support of deviation  
Application for Financial Assistance Schluter Systems L.P.  
And UMS Property LLC  
New Industrial (Manufacturing) Facility**

Dear Ms. Ryan,

We submit this supplemental information for and together with our *Application for Financial Assistance*, as a measure to avoid adjournment in the event the Board request support for PILOT deviation as we are requesting under Attachment C (CCIDA UTEP PILOT Scoring Criteria which we find support Type 3) Our assessment exceed 11 points score and a type 3 being appropriate. Timing is important as we are ready and hopeful to proceed breaking ground and to avoid unnecessary delay or adjournment of this body consideration, we submit the following information.

This project is an **Industrial Facility**, being a 433,800 sq. ft. *manufacturing facility* which will produce our improved *kerdi board* materials through a new and revised process. This process will produce less voc's and rather than a Title V (now) or State air permit, a registration with State DEC will be sufficient and is in progress. The SEQR process as noted below is complete.

Further, this facility, as we have done so in the past projects, will be located on the lands of UMS Property LLC (UMS) and is presently leased to SSLP and will continues during construction and then completion of the construction will be leased to the operating companies Schluter Systems L.P (SSLP) and SSF Production LLC (SSF). UMS will construct the facility and SSLP will acquire and install the equipment and machinery for its manufacturing operations. SSF will do likewise, however, no benefits are sought or requested for SSF (this is provided for information purposes only as to SSF). SSF and SSLP operations will entail production of the material component for our Kerdi Board product by the revised and more environmentally compliant process. SSLP will utilize this improved material in the production of several Schluter products.

This facility, together with redevelopment of distribution facilities (our next project) will solidify Clinton County as our North American headquarter. *The Distribution facility is phase 2 and phase 3 will be our new North America headquarters office building.* This keeps our jobs both manufacturing distribution and administrative headquarters here in



Clinton County, which entails many professional jobs, such as engineers in our R&D dept., with 18 presently and several other throughout other departments, with others planned by current demand and this along with other planned phases. Professional level jobs are within Product Development group, accounting, legal, production, and customer service departments all foreseen to grow.

***Jobs Created - Spin-Off Jobs*** - The permanent number of jobs resulting from this new facility is 48 (SSLP) will be added to our existing count of 718 thereby having exceed 600 jobs on campus as well as retain numerous jobs here in Clinton County NY. In addition, it will create spin-off jobs to be generated in our other departments, as noted above. Accordingly, we bring forth the following:

- This new industrial facility will add an additional 433,800 sq. feet of manufacturing to our existing Schluter Systems L.P. campus. Phases 2 and 3 will also generate jobs; however, we will present a separate IDA application for such Phases and do not submit those jobs here.

- In addition, this project will also include expansion of the SSF Production LLC facilities and will retain SSF presence as well as create additional jobs there and here as both retention and spin off.

- Retaining this facility also not only creates spin-off jobs for ourselves but also will impact on our suppliers. The new facility will create even more demand for our us as well as suppliers, in adding office equipment, computers, supplies, and service providers, all of which are local. Further, we will have other spin-off jobs by adding this facility as well, such as our maintenance department will have new equipment and facilities to maintain and other departments will also increase, as well as noted above.

***Local Business Impact and/or Community Investment-*** As you may know, but it is important to revisit here, Schluter Systems L.P.'s impact on our local business and community is significant. As we explained previously, we hold workshops a few times a year, which attracts up to 70 installers to our community for a 2 night/3-day workshop. Over the course of the workshops, we place these individuals at local hotels, provide local transportation to and from our facility, and provide all locally sourced meals for our guests. We utilize several local catering companies and local restaurants to provide breakfast, lunch, and snacks throughout the day. Additionally, we treat our guests to dinner for both nights at high end locations such as Anthony's Restaurant, The Orchard House, and other locations. Additionally, we sometimes host student programs at our facility that expose local high school students to a manufacturing environment interested in developing a skilled trade as well as other skill sets, accounting, etc. We consistently host employee workshops here throughout the year, bringing in co-workers from around the globe to our facilities.

Further, it is important to note that we support a buy local philosophy whenever possible at Schluter. We purchase packaging and other supplies locally from Buckeye Corrugated, Studley Printing and Adirondack Pallet, as well as other local businesses. The total amount of funds expended on such initiatives is significant landing in millions of dollars infused into local vendors and suppliers.

We also maintain this buy local philosophy within our building projects by utilizing local general contractors and subcontractors not only for expansions but maintenance to our facilities as well.

We provided significant financial support for community projects such as Town of Plattsburgh Battlefield Memorial Park and the YMCA campaign along with numerous other local events.

As mentioned above, we have opened our doors to local high school students giving them exposure to the manufacturing environment but also provided internships for many office positions, accounting, R & D and other selected areas. Education opportunities, as we value educating the users of our products and our workshops, providing such a service to high schoolers is an extension of the values we hold. We also support our employees in providing opportunities to continue their education in their certain fields, providing tuition support, and although selective, in some instance extending beyond \$10,000.

As to the value of the real property, the cost as set out in the application is exceeds \$100,000,000 and assessment value at completion in discussion with local assessor will near or exceed \$4 M as a manufacturing facility with about 13,000 sq ft. +/- of office.

Accordingly, we respectfully submit this letter to support a deviation and finding for Type 3 project.

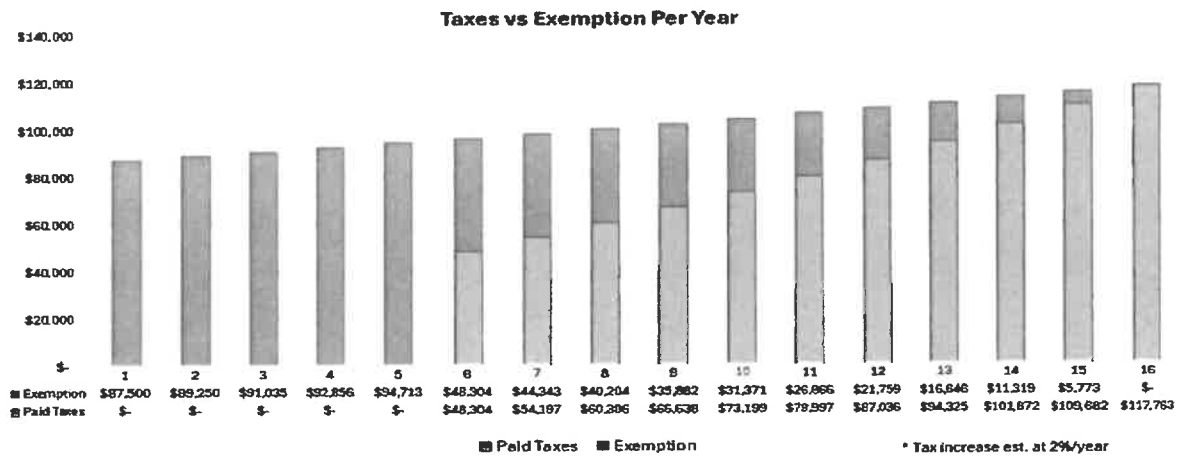
Respectfully submitted,

C. J. Madonna  
On behalf of UMS Property LLC and Schluter Systems LP

Attach to E

**Proposed Deviation by County of Clinton Industrial Development Agency  
from it's from Uniform Tax Exemption Policy in connection with the  
Proposed Schluter Systems Industrial Project (the "Project")**

Years of Term	Exemption %	Total Taxes	Paid Taxes	Exemption
1	100%	\$ 87,500	\$ -	\$ 87,500
2	100%	\$ 89,250	\$ -	\$ 89,250
3	100%	\$ 91,035	\$ -	\$ 91,035
4	100%	\$ 92,856	\$ -	\$ 92,856
5	100%	\$ 94,713	\$ -	\$ 94,713
6	50%	\$ 96,607	\$ 48,304	\$ 48,304
7	45%	\$ 98,539	\$ 54,197	\$ 44,343
8	40%	\$ 100,510	\$ 60,306	\$ 40,204
9	35%	\$ 102,520	\$ 66,638	\$ 35,882
10	30%	\$ 104,571	\$ 73,199	\$ 31,371
11	25%	\$ 106,662	\$ 79,997	\$ 26,666
12	20%	\$ 108,795	\$ 87,036	\$ 21,759
13	15%	\$ 110,971	\$ 94,325	\$ 16,646
14	10%	\$ 113,191	\$ 101,872	\$ 11,319
15	5%	\$ 115,454	\$ 109,682	\$ 5,773
16	0%	\$ 117,763	\$ 117,763	\$ -
<b>Total</b>	<b>45%</b>	<b>\$ 1,630,937.46</b>	<b>\$ 893,318.51</b>	<b>\$ 737,618.95</b>



## COMMERCIAL LEASE - TRIPLE NET

1. **PARTIES** This Lease is made effective March , 2024 by and between the following parties:

**UMS PROPERTY, LLC**, a Nevada Limited Liability Company having filed for authority to do business in New York, (herein called "Landlord" or "Lessor"), and **SCHLUTER SYSTEMS, L.P.**, a New York Limited Partnership (herein called "Tenant" or "Lessee").

2. **PREMISES** Landlord hereby leases to Tenant and Tenant leases from Landlord, upon all of the conditions set forth herein, the premises situate in the Town of Plattsburgh, Clinton County, State of New York, with an address of (and commonly known as), 26 Irish Settlement Rd, Plattsburgh, New York 12901 being vacant lands as referenced as Town of Plattsburgh Tax Map No. parcel 232.-3-18 more particularly shown on the attached **Exhibits A** (herein referred to as the "Premises"). The Premises consist of tax map parcels 223-3-18, 232-3-19, the portion of 232-3-27.11 that lie east of the CP rail line, 232-3-15.1 and 232-3-15.1, all which were recently merged and now know and referred to as 232-3-18 (2024). The Leased Premises are shown on the attached **SCHEDULE A** and are herein referred to as Leased Premises or Premises.

The subject premises will be improved by the Landlord with a building (manufacturing facility being 433,800 sq.ft.) and Tenant shall install its equipment, machinery and other personal property . Upon completion of the manufacturing facility the This Lease will *be modified and adjusted* to reflect Tenant use therein which shall be a manufacturing facility consisting of 318,009 sq. ft. and the remainder of the manufacturing facility 114,991 square foot intended to be leased to SSF Production LLC and released here from. The revised sq footage of the leased premises following completion of the construction of the Tenant and SSF is the sq. footage herein referenced and as show on **Schedule B.**

**TERM** The basic term of this Lease for the Leased Premises consisting of the vacant lands and during construction of the facility shall be for approximately 2 years and \_\_ months and thereafter ten (10) years and \_\_ months commencing on \_\_\_\_\_, (intending to be date following issuance of certificate of occupancy and use of the facility to be built on the Premises for Tenant and others use) and ending on **December 31, 2036**, unless sooner terminated, modified or extended pursuant to any provision hereof. Specific options to extend are contained in Paragraph 34, hereof.

### 3. **BASIC RENT**

3.1 **Monthly Fixed Rent** The parties acknowledge that the term begins April , 2024 and the fixed basic rent shall be fixed rent of \$100.00 per month until construction is complete or occupancy whichever occurs first, payable in monthly payments in advance, without deduction, off-set or demand, on the first day of each month of the term hereof, and during such period Tenant shall pay all expenses so that the Basic Rent shall be absolutely net to the Landlord.

3.2 **Rent Adjustment** The Basic Rent monthly rental shall be adjusted on completion of construction or occupancy to the portion of the facility to be occupied by the Tenant, to wit: 318,009 sq ft and the monthly rent shall adjusted to sum comparable to the Thinset facility rent and same continue until December 31, 2036. Further, the Basic Rent shall be adjusted upon completion and further every three years thereafter (each an "Adjustment Date") to reflect any change in mortgage interest taken by the Landlord, if any, or change in operations costs for the Leased Premises, unless the parties otherwise agree to different fixed rent. The commercial lending rate for large commercial loans as published or declared by Community Bank (Plattsburgh, NY) immediately preceding each adjustment date shall be used less one

expenses, respecting the Premises, including the following:

(1) Various utilities costs, janitorial and other maintenance costs, insurance costs, real property tax impositions, and any other operating costs. Accordingly, Tenant shall pay to or as directed by Landlord the amount of such operating expenses reasonably allocated to or attributable to the Premises within ten (10) days after each periodic invoicing or other billing received by Tenant therefor from either the party providing such services or Landlord, as the case may be;

(2) Additionally,

- (a) Tenant shall pay to Landlord, within a reasonable time after written demand therefor by Landlord but before any fine, penalty, interest or cost may be added thereto for nonpayment thereof, all public charges with respect to the Premises, including, but not limited to, water and sewer use charges and betterment assessments, as well as real estate taxes (pursuant to Paragraph 6), business privilege taxes (pursuant to Paragraph (4.2), and personal property taxes (pursuant to Paragraph (6.3).
- (b) Tenant shall pay directly to the proper authorities charged with collection thereof all charges for water, sewer, gas, electricity, telephone, and any other power, utilities, or services used or consumed on the Premises; Tenant shall make its own arrangements for such utilities and Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises; Tenant agrees to pay for janitorial service and any other maintenance services or or repairs of the Premises, all in accordance with the provisions of this Lease (including Paragraph 9).
- (c) Tenant shall furnish to Landlord, at Landlord's written request, for Landlord's inspection, within thirty (30) days after the date any amount is payable by Tenant, as provided in Paragraph 5, official receipts, or other proof satisfactory to Landlord evidencing such payment.

## 5. REAL PROPERTY TAXES:

6.1. Payment of Taxes. Within ten (10) days after written demand by Landlord, Tenant shall pay to Landlord the "Real Property Tax", as defined in Paragraph 6.2, applicable to the Premises during the term of this Lease. If any such taxes shall cover any period of time prior to or after the expiration of the term hereof, Tenant's share of such taxes shall be equitably prorated to cover only the period of time within the applicable tax fiscal year when this Lease was in effect.

6.2. Definition of "Real Property Tax". As used herein, the term "Real Property Tax" shall include any form of real estate tax or assessment, be it ad valorem, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on or reasonably attributable to the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof. The term "Real Property Tax" shall also include any tax, fee, levy, assessment, or charge (i) in substitution of, partially or totally, any tax, fee, levy assessment or charge hereinabove included within the definition of "Real Property Tax", or (ii) the nature of which was hereinbefore included within the definition of "Real Property Tax", or (iii) which is imposed by reason of this transaction, any modifications, or changes hereto or any transfers hereof.

8.3. Condition of Premises. Unless otherwise specifically provided in this Lease, Tenant hereby accepts the Premises in their "AS IS" condition including any and all defects, latent or otherwise, existing as of the Lease commencement date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that Landlord has made no representation or warranty as to the present or future suitability of the Premises for Tenant's use or the conduct of Tenant's business.

## 8. MAINTENANCE REPAIRS AND ALTERNATIONS.

9.1. Tenant's Obligations. Tenant shall maintain, replace and keep in good order, condition and repair the Premises and every part thereof, which is nonstructural (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, or any prior use, the elements or the age of such portion of the Premises), including, without limiting the generality of the foregoing, the maintenance and replacement of all plumbing, heating, air conditioning (Tenant shall procure and maintain, at Tenant's expense, an air conditioning system maintenance contract), ventilating, electrical, lighting facilities and equipment within the Premises, fixtures, walls (interior and exterior), ceilings, roofs (interior and exterior), windows, doors, and plate glass located within the Premises, and all landscaping, driveways, parking lots, sidewalks, fences and signs located on the Real Property which are reserved for Tenants use. Tenant shall not be responsible for replacement of any structural part of the building.

9.2. Surrender. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear excepted, clean and free of damage or debris. Tenant shall repair any damage to the Premises and/or the Real Property occasioned by the installation or removal of Tenant's trade fixtures, furnishings, and equipment. Notwithstanding anything to the contrary otherwise stated in this Lease, Tenant shall leave the power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, doors and fencing on the Premises which will belong to the Landlord in good operating condition.

9.3 Landlord's Rights. If Tenant fails to perform Tenant's obligation under this Paragraph, or under any other paragraph of this Lease, Landlord may at its option (but shall not be required to) enter upon the Premises after ten (10) days prior written notice to Tenant (except in the case of urgency, in which case no notice shall be required), perform such obligation on Tenant's behalf and put the same in good order, condition and repair, and the cost thereof, together with interest thereon (at two (2) points over the prime rate as set and announced by the Wall Street Journal from time to time), shall become due and payable on demand as additional rent to Landlord.

(c) Tenant shall pay, when due, all claims for labor, professional services and materials furnished, or alleged to have been furnished to or for Tenant at (or for use in) the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Landlord against same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount sufficient to cover Landlord against liability on account of such contested lien, claim or demand, and indemnifying Landlord against liability for the same, and holding the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorney fees and costs incurred on account of participation in such action, if Landlord determines in its discretion to do so and does so.

(d) Unless Landlord requires their removal, as set forth in Paragraph 9.5(a), all alterations, improvements, additions, and Utility Installations (unless such Utility Installations constitute trade fixtures of Tenant), which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the foregoing provision, Tenant's furniture, machinery and equipment shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Paragraph 9.2.

9. **INSURANCE INDEMNITY.** It is understood and agreed that Tenant shall be obliged to pay for insurance coverage, including property casualty and public liability insurance, with respect to the Premises, as specified in Paragraph 5(1) above. In case such insurance coverage is deemed inadequate by Landlord at any time in its reasonable discretion, Tenant shall be obliged to provide insurance coverage pursuant to the following Paragraphs 10.1 through 10.4.

10.1. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease and during Tenant's occupancy of the Premises a policy of comprehensive general liability insurance with at least \$1,000,000 combined single limit for bodily injury (including death and property damage), covering the Premises, and Tenant's use and occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about such areas or in connection with the ownership, maintenance, use and/or occupancy of such areas. Landlord, and, at Landlord's option, any mortgagee of Landlord, shall be named as insured or as an additional insured under the policy. The limits of said insurance shall not, however, limit the liability of Tenant hereunder.

10.2. **Property Casualty Insurance.** Tenant shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises in the amount of the full replacement value thereof, as the same may exist from time to time, but in no event less than the total amount required by lenders having liens on the Premises, against all

consideration, Tenant, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause (except Landlord's negligence), and Tenant hereby waives all claims with respect thereto against Landlord.

Tenant shall indemnify and hold harmless Landlord from and against any and all liability, claims or actions for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, including reasonable legal fees and expenses, alleging or resulting from or arising from or in connection with contamination of or adverse effects on the Premises, the environment, or any violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the Premises during the term of this Lease. Tenant's obligations or liabilities under this Paragraph shall survive the term(s) of this Lease, termination of this Lease or termination of Tenant's occupancy of the Real Property.

10.6. Exemption of Landlord Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from tire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant unless caused by Landlord's negligence.

## 10. DAMAGE OR DESTRUCTION.

### 11.1. Definitions.

(a) "Premises Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than twenty percent (20%) of the then replacement cost of the Premises.

(b) "Premises Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is twenty percent (20%) or more of the then replacement cost of the Premises.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described in Paragraph 10, and sufficient insurance proceeds are available for repairs free of any claim of the holder of a mortgage or deed of trust on the Premises.

11.2. Partial Damage - Insured Loss. Subject to the provisions of Paragraphs 11.4, 11.5 and 11.6, if at any time during the term of this Lease, there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage, then Landlord shall, unless Landlord's mortgagee requires otherwise, at Landlord's expense, repair such damage (but not Tenant's fixtures, equipment or Tenant improvements unless the same have become a part of the



to exercise such option during said twenty (20) day period then Landlord may, at Landlord's option, terminate and cancel this Lease as of the expiration of said twenty (20) day period by giving written notice to Tenant of Landlord's election to do so within ten (10) days after the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

**11.6. Abatement of Rent; Tenant's Remedies.**

(a) In the event of damage described in Paragraphs 11.2 or 11.3, and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this Paragraph 11, the rent payable hereunder, for the period during which such damage, repair or restoration continues, shall be abated in proportion to the degree to which Tenant's use of the Premises is prevented. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any loss or damage including, without limitation, loss of business suffered by reason of any such damage, destruction, repair or restoration.

(b) If Landlord shall be obligated to repair or restore the Premises under the provisions of this Paragraph 11 and shall not commence such repair or restoration within ninety (90) days after such obligations shall occur, Tenant may at Tenant's option, cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event, this Lease shall terminate as of the date of such notice.

**11.7. Termination - Advance Payments.** Upon termination of this Lease pursuant to this Paragraph 11, an equitable adjustment shall be made in advance rental payments, if any, made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of Tenant's security deposit as has not been applied by Landlord.

**11.8. Waiver.** The Tenant waives the provisions of any statutes which relate to termination of leases when leased property is damaged, injured or destroyed and agrees that such event shall be governed by the terms of this Lease.

**11. UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, electricity, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord in its sole discretion of all charges jointly metered with other premises. Notwithstanding the generality of the foregoing, it is understood and agreed also that Tenant will be obliged to pay for utilities as part of its duties.

In the event that Tenant requests Landlord to construct or cause to be constructed any extension, expansion or modification of any utility facilities presently in place or within the Premises, Tenant shall pay all rates and charges of the utility company for provision of such facilities or services, including rates, charges and un-refunded security deposits or development fees which are incurred by reason of the failure to adequately utilize such facilities or service. In the event that the utility company will enter into a direct agreement with the Tenant for the nonstandard facilities or service, Tenant shall do so and shall hold Landlord harmless from any

shall not be deemed to in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;

(d) (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. paragraph 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this Paragraph 14.1(d) is contrary to any applicable law, such provision shall be enforceable only to the fullest extent permitted by law;

(e) Tenant shall do, or permit anything to be done, which creates a lien upon the Premises or the Real Property which is not paid, discharged or bonded around within ten (10) days after such lien is recorded;

14.2. Remedies. In the event of any such material default or breach by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without waiving or limiting Landlord in the exercise of any right or remedy which Landlord may have under this Lease, or otherwise at law or in equity, by reason of such default or breach, exercise any one or more of the following remedies:

(a) re-enter the Premises and eject all persons therefrom, using all reasonable force necessary to do so, without liability to any person for damages sustained by reason of such re-entry. Retain or take possession of, and distrain, any property belonging to Tenant upon the Premises pursuant to Landlord's applicable lien rights. Such Property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, and Landlord shall in no event be liable for any damage or loss thereto; or

(b) lock the doors to the Premises and exclude Tenant and all other persons therefrom (except those authorized by Landlord in its sole and absolute discretion); or

(c) to institute suit against Tenant to collect each installment of rent or other sum owned hereunder as it becomes due or to enforce any other obligation under this Lease; or

(d) with or without terminating the Lease, terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord and Landlord shall have the right to re-enter the Premises and remove all persons and property therefrom, using all force reasonably necessary for this purpose, without being guilty in any manner of trespass or conversion (any claim by reason of such re-entry being expressly waived); in such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, the cost of special Tenant improvements (beyond standard Tenant finish) made for Tenant, expenses of reletting, including necessary renovation

performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Lease except as and when expressly provided herein, and Tenant waives any statutes now or hereafter enacted which provide otherwise.

14. **CONDEMNATION.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs (the "Possession Date"). If more than 50% of the floor area of the Premises is taken by condemnation, Landlord shall have the right to terminate this Lease as of the Possession Date, by providing Tenant written notice of termination on or before the Possession Date. If more than 50% of the floor area of the Premises is taken by condemnation, Tenant shall have the right to terminate this Lease as of the Possession Date by giving Landlord written notice of such election within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken title or possession, whichever first occurs). In the event of such termination, both Landlord and Tenant shall be released from further liability under the Lease. If Landlord or Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Any award for the condemnation of all or any part of the Premises or the Real Property shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to pursue against the condemning authority but not against Landlord any award to which Tenant may be entitled from such condemning authority for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of severance damages received by Landlord, free of any claim of the holder of a mortgage or deed of trust on the Premises, in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. The Tenant shall pay any amount in excess of such severance damages required to complete such repair. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the Premises by condemnation.

15. **ESTOPPEL CERTIFICATE.** Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; (iii) acknowledging that the Premises are in the condition called for in the Lease and all improvements have been satisfactorily completed; (iv) acknowledging that Tenant has unconditionally accepted the Premises, is in possession thereof, and no defense to the Lease enforcement exists; (v) agreeing to provide any Landlord mortgagee with opportunity to cure defaults by the Landlord; and (vi)

21. WAIVERS. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same of any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary to obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

22. RECORDING. In its discretion, Landlord shall have the right to record this Lease; otherwise, neither this Lease nor any memorandum of this Lease shall be publicly recorded or filed.

23. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies hereunder or at law or in equity.

24. BINDING EFFECT: CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Paragraph 18, this Lease shall bind the parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State of New York.

25. SUBORDINATION.

(a) This Lease shall not be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation of security now or hereafter placed upon the Real Property of which the Premises are a part, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof.

(b) Tenant agrees to execute any documents required to effectuate an attornment or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Paragraph 26(b). See also Paragraph 17 regarding attornment to successors in interest of the Landlord herein named.

26. ATTORNEYS' FEES. If either party brings an action to enforce or construe the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to have its reasonable attorneys' fees (as fixed by the court) paid by the other party.

27. LANDLORD'S ACCESS. Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable times and from time to time for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are part as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Premises any ordinary "For Sale" signs, and Landlord may at any time during the last one

(1) Tenant shall give to Landlord notice, in writing, of his intention to not exercise the option and extend the lease term, which notice shall be given at least one hundred twenty (120) days prior to expiration of the original and any option period term of the Lease (and if Tenant shall fail to give such notice within the time limit, the lease term shall be deemed to be renewed and extended, and

(2) If Tenant does not exercise the option to terminate the term and does not extend the term as set forth herein, then the minimum monthly fixed rental shall be determined as provided herein. If the notice is given the lease term shall end on the termination date as calculated herein. In any event, the basic monthly rental payable during each option period shall be no less than the basic monthly rental payable during the first year of the original term, increased to reflect the change in the Consumer Price Index as described in the first Paragraph of this Article 34.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

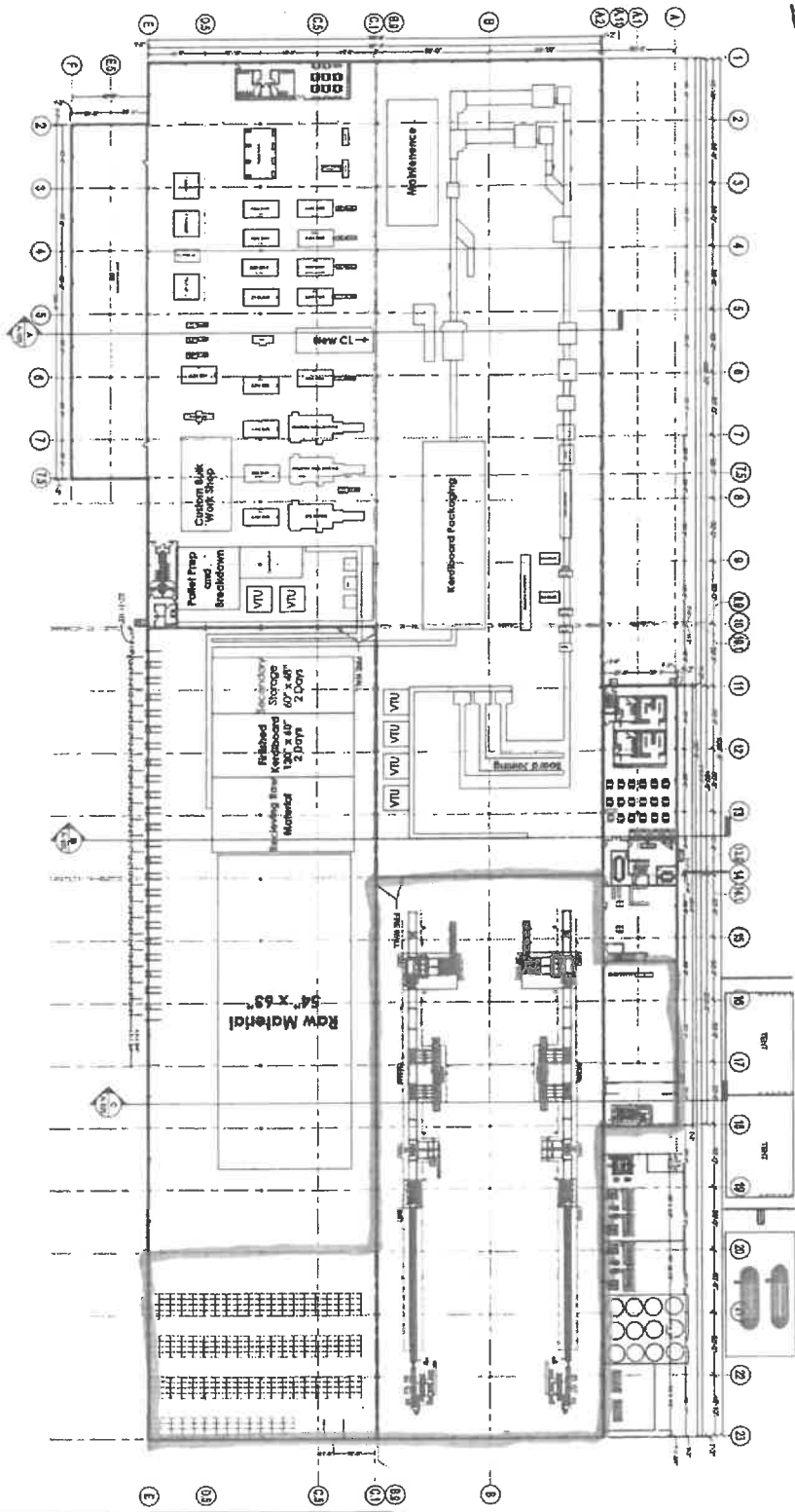
\*\*\*\*\*SIGNATURE PAGE TO FOLLOW\*\*\*\*\*

"A"

**SSLP KB4 LINE PROJECT**  
PARCELS INCLUDED IN PROJECT AS FOLLOWS, AND ILLUSTRATED BELOW  
232.-3-18  
232.-3-19  
232.-3-15.1  
232.-3-15.2 &  
232.-3-27.11 (portion of parcel)



13'



Vertical text on the left side of the plan, possibly a scale or reference.

SSF-114,991  
 LP-318,009  
 433,000 SFR

**RMS**

SCHLUTER  
 NEW PRODUCTION  
 FACILITY

TOWN OF PALM BEACH  
 COUNTY OF PALM BEACH  
 STATE OF FLORIDA

Project No. 114,991

Scale: 1/8" = 1'-0"

DATE: 11/11/09

Drawn by: [Name]

Checked by: [Name]

Approved by: [Signature]

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