

# MASSA

Nicholas P. Massa Properties

EMAIL [mdh@geneva.ny.us](mailto:mdh@geneva.ny.us)  
US MAIL

May 12, 2015

Mr. Mathew D. Horn  
City Manager; City of Geneva  
3<sup>rd</sup> Floor, City Hall  
47 Castle Street  
Geneva, NY 14456

Re: 470 Exchange Street  
Geneva, NY

Dear Mr. Horn:

Enclosed please find my completed Sale/Leaseback Assistance Application. Upon review if you find you require further information please advise at your convenience.

Sincerely,

NICHOLAS P. MASSA PROPERTIES



Nicholas P. Massa  
Owner

NPM/klr  
Cc: File

**CITY OF GENEVA, NEW YORK**

**Industrial Development Agency**

**SALE/LEASEBACK ASSISTANCE APPLICATION**

# APPLICATION FOR SALE/LEASE BACK ASSISTANCE

Company Name: NP Massa LLC

Address: 630 Pre Emption Road

City: Geneva State: NY Zip: 14456

## APPLICANT INFORMATION

Contact Person: Nicholas P Massa Title:

Phone Number: ( 315 ) 789-8667 Fax Number: ( 315 ) 789-2629

E-Mail: nmassa@massaconstruction.com

Federal ID Number:

Attach schematic if Applicant is subsidiary or otherwise affiliated with another entity. D

Corporation: Type of Corporation LLC

## CORPORATE STRUCTURE

Partnership:        General X Limited

Number of general partners        and, if applicable

Number of limited partners       

D Limited Liability Company/Partnership:

Number of members/partners: 1

D Sole Proprietorship:

Date of establishment/incorporation:       /      /      

Place of organization: City:        State:       

Is the applicant authorized to do business in the State of New York? X Yes        No

Principal Officers and Owners:

Name: <u>Nicholas P Massa</u>	Title: <u>Only Member</u>
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### APPLICANT'S COUNSEL:

Firm Name: Clark Cannon Attorney Name: Clark Cannon  
Address: 4067 West Lake Road  
City: Geneva State: NY Zip: 14456  
Phone Number: (315) 789-7186 Fax Number: (315) 789-1938  
E-Mail: \_\_\_\_\_

### PROJECT INFORMATION:

#### Type of Project

New Building and/or Equipment  Refinancing  Transfer  Other  
 Additional Facility  Amendment  Second Mortgage

Describe the proposed acquisition, construction or reconstruction, purchase of equipment, and other project items. Explain the reason for the project and the benefits for the applicant. Explain how the project will be used.

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Project Address: 470 Exchange Street  
City: Geneva State: NY Zip: 14456  
Municipality: (City/Town/Village) City  
School District: Geneva  
Tax Map Number: 104.50-1-18  
Owner of Record: NP Massa LLC  
Proposed Owner of Record: NP Massa LLC  
Principal Use of Project Upon Completion: Office

Current Zoning: B-2 Does Project Comply with Existing Zoning:  Yes  No

Necessary Variances: a. N/A b. N/A c. N/A d. N/A

Size of Building/Addition: Existing Sq Ft: 16,298 New Sq Ft: \_\_\_\_\_ Total Sq Ft: \_\_\_\_\_

Type of Building: Brick/Steel

Permits Required: a. Interior b. \_\_\_\_\_ c. \_\_\_\_\_ d. \_\_\_\_\_  
(e.g. air, water, wastewater, other)

Timeline for completion of SEQR review, site plan review, obtaining of permits or variances:

3 months

Applicant is the Current Site Owner?  Yes  No

If No, is the Site under purchase contract/option? D Yes D No Purchase Contract/Option Expiration: \_\_\_\_\_

Details of the Purchase Contract/Option: \_\_\_\_\_

Will the project be subleased\*?  Yes  No If yes, please fill in the table below.

Company Name	Address	Relationship to Applicant	Type of Business
<u>LNB</u>	<u>Williams St; Lyons, NY</u>	<u>None</u>	<u>Office</u>

\*Potential sublease(s) of any Geneva IDA owned building must be pre-approved by the Agency Board throughout the term of an active sale/leaseback agreement.

Does the applicant or proposed occupant of the project have any other locations in the NY State? D Yes D No

Company Name	Address

Will the project result in the removal of a plant or facility of the applicant's or another proposed occupant of the project from one area of New York State to another area of the State?  Yes  No

Will the project result in the abandonment of one or more plants or facilities of the applicant or other occupants of the project located in New York State?  Yes  No

If the answer to either of the preceding questions was "Yes" please answer the following two questions:

1. Has the applicant or another proposed occupant of the project considered removing such other plant or facility to a location outside New York State?  Yes  No

If yes, please explain in detail: \_\_\_\_\_

2. Is the project reasonably necessary to preserve the competitive position of the applicant or another proposed occupant of the project in its respective industry?  Yes  No

If yes, please explain in detail:

Would this project proceed without IDA assistance?  Yes  No

If no, explain why IDA assistance is necessary. Check all that apply and explain individual circumstances:

Competitive pressure  Financial Assistance

Cost of doing business (high taxes, wages, workers compensation insurance, etc.)  Location/Transportation close to markets

Explain: \_\_\_\_\_

Please attach market studies or business analysis to assist in illustrating need.

Record the number of jobs to be retained because of this project. Retained jobs are those that represent full time equivalent positions filled at the time of the application. During the three year projection period, retained positions are those that will be preserved by the company because of this project. Retained positions can stay the same throughout the three (3) year period or can decrease but can not increase above the initial number reported.

Estimate the number of jobs to be created by this project. Created jobs represent new full-time equivalent positions expected to be filled because of this project.

Please complete the annual payroll, over the next three (3) years. If there is more than one proposed occupant, job reporting must be included for each.

Attach the appropriate NYS-45MN (top section, number of employees only), W-3 or other forms that substantiate current year numbers reported below. Please do not include any specific employee information such as name, social security number or wages. Attach reconciliations as necessary.

Full Time Equivalents As of 12/31/ <u>  </u> (last full calendar year)					Annual Payroll
		Regular		Temporary/ Seasonal	Construction
		Retained	New	Retained	New
Current in County	0				
Project	Year 1		27		\$ 1,200,000
	Year2	27	1		\$ 1,250,000
	Year3	28	1		\$ 1,300,000

Please keep in mind the recapture of benefits provisions of Section E of the City of Geneva IDA Uniform Tax Exemption Policy as estimates are prepared.

### Project Cost:

Land:	\$	Soft Costs:	\$
Building:		Engineering	
Renovation	\$	Architect	\$
Acquisition	\$ 500,000	Fees/Permits	\$
Expansion	\$	*Geneva IDA fee	\$ 5,000
New Building	\$	**Legal Fees	\$ 1,500
Equipment:		(**Including transaction counsel, Agency Counsel, Applicant Counsel, Bank Counsel).	
Manufacturing	\$	Other Costs:	\$
Non-Manufacturing	\$		

Describe Equipment:

**TOTAL COSTS:** \$ 506,500

\*In accordance with Current Fee Schedule

## REPRESENTATIONS BY THE APPLICANT

**The Applicant understands and agrees with the Agency as follows:**

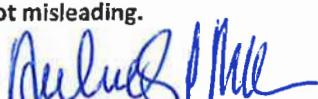
- A) Job Listings:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any financial assistance from the Agency, then except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal Job Training Partnership Act (Public Law 97-300) (JTPA) in which the Project is located.
- B) First Consideration for Employment:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any financial assistance from the Agency, then except as otherwise provided by collective bargaining agreements, where practicable the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C) Annual Sales Tax Filings:** In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemption as part of the financial assistance from the Agency, the Applicant will file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance describing the value of the sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- D) New York State Department of Taxation and Finance Form ST-60:** In accordance with Section 874(9) of the New York General Municipal Law, the Applicant understands that the Applicant and each agent, subagent, contractors and/or subcontractor appointed by the Applicant and claiming a sales tax exemption in connection with the Project must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of the Applicant or any such agent, subagent, contractor and/or subcontractor as agent of the Agency for purposes of completing the Project. Failure to comply with these requirements may result in loss of sales tax exemptions for the Project.
- E) Annual Employment Reports:** The Applicant understands and agrees that, if the Project receives any financial assistance from the Agency, the Applicant will file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site.
- F) Absence of Conflicts of Interest:** The Applicant has received from the Agency a list of the members, Officers and employees of the Agency. The 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:

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- G) State Environmental Quality Review Act Compliance:** The Agency, in granting financial assistance to the Applicant, is required to comply with the New York State Environmental Quality Review Act ("SEQR") and must complete necessary determinations required there under. Consequently, the Applicant has completed and attached hereto appropriate Environmental Assessment Forms, with respect to the Project, if appropriate at this time. In any event, the Applicant understands that, as its sole expense, it is required to take all necessary action in order for the Agency to comply with the requirements of SEQR, and including through a lead agency other than the Agency in case of a coordinated review.

The Applicant and, if applicable, the individual executing the Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

(Applicant)

By: 

Name: Nicholas P Massa

Title: Sole Member

## CERTIFICATION

This application shall be submitted with an application fee of \$500.00, payable to the City of Geneva Industrial Development Agency, 47 Castle Street, Geneva, NY 14456,

Nicholas P Massa (name of representative of entity submitting application, or name of individual submitting application) deposes and says that she/he (choose and complete one of the following two (2) options) (i) is a/the Sole Member (title) of NP Massa LLC (company name), the entity named in the attached application, or (ii) is the individual named in the attached application; that s/he has read the foregoing application and knows the contents thereof; and that the same is true to his/her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of her/himself or on behalf of the entity named in the attached application. The grounds of deponent's belief relative to all matters in said application which are not stated upon his/her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as, if deponent is not an individual applicant, information acquired by deponent in the course of his/her duties in connection with said entity and from the books and papers of said entity.

As (i) the representative of said entity, or (ii) the individual applicant (such entity or individual applicant hereinafter referred to as the "Applicant"), deponent acknowledges and agrees that the Applicant shall be and is responsible for all costs incurred by the City of Geneva Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the Applicant in connection with this application and all matters relating to the provision of financial assistance to which this applicant relates. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specific period of time to take reasonable, proper or requested action or withdraws, abandons, cancels or neglects the application, then upon presentation of an invoice, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application up to that date and time, including fees to transaction counsel for the Agency and fees of general counsel for the Agency.

Upon the successful conclusion of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, which amount is payable at closing.

Name: Jill E. Buyck

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

Sworn to before me this 11 day of May, 2019

JILL E. BUYCK  
Notary Public, State of New York  
Wayne County No. 4877378  
Commission Expires Jan. 20, 2019

(Seal)

**AUTHORIZING RESOLUTION**  
*(NP Massa LLC Project)*

A regular meeting of the City of Geneva Industrial Development Agency was convened on April 19, 2016.

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

Resolution No. 04/2016 - \_\_\_\_\_

RESOLUTION OF THE CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) AUTHORIZING THE AGENCY TO UNDERTAKE A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) FOR THE BENEFIT OF NP MASSA LLC, (ii) MAKING A DETERMINATION UNDER ARTICLE 8 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT, (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED WITH RESPECT TO THE PROJECT, (iv) AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE AGREEMENT, LEASEBACK AGREEMENT AND PILOT AGREEMENT WITH RESPECT TO THE PROJECT, AND (v) AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 552 of the Laws of 1981 of the State of New York, as amended (hereinafter collectively called the "Act"), **CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **NP MASSA LLC**, for itself or on behalf of an entity to be formed by it or on its behalf (the "Company") has submitted an application (the "Application") to the Agency, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain property located at 470 Exchange Street, City of Geneva, New York (the "Land") and the existing approximately 16,298 square-foot building located on the Land (the "Existing Improvements" and, together with the Land, the "Facility"), and (ii) the lease of the Facility by the Agency to the Company for further sublease by the Company to Lyons National Bank of the Facility for the purpose of providing Lyons National Bank with space to house its operations center, back-office operations, mortgage underwriting department, credit analysis department and other services ancillary to branch banking operations; and

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

WHEREAS, it is contemplated that the Agency will (i) negotiate and enter into a lease agreement (the "Lease Agreement"), leaseback agreement (the "Leaseback Agreement") and payment-in-lieu of tax agreement (the "PILOT Agreement") with the Company, (ii) take a leasehold interest in the Land and the Improvements and personal property constituting the Facility (once the Lease Agreement, Leaseback Agreement and PILOT Agreement have been negotiated), and (iii) provide Financial Assistance to the Company in the form of a partial abatement of real property taxes structured within the PILOT Agreement, (collectively, the "Financial Assistance"); and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) The Agency has the authority to take the actions contemplated herein under the Act; and

(C) The action to be taken by the Agency will induce the Company to develop the Project, thereby increasing employment opportunities in the City of Geneva, New York, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(D) The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries; and

(E) Based upon the review by the Agency of the Application submitted by the Company with respect to the Project and the Short Environmental Assessment Form submitted to the Agency by the Company (attached hereto as Exhibit A), the Agency finds that the proposed action constitutes a "Type II action" pursuant to 6 N.Y.C.R.R. § 617.5 and therefore is exempt from review under SEQRA.

Section 2. The Chairman, Vice Chairman and/or Executive Director of the Agency are hereby authorized, on behalf of the Agency, to execute (i) a Lease Agreement, pursuant to which the Company leases the Project to the Agency, (ii) a related Leaseback Agreement, pursuant to which the Agency leases its interest in the Project back to the Company, and (iii) a PILOT Agreement, and (iv) related documents; *provided that* (i) the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project, and (ii) the terms of the PILOT Agreement are consistent with the Agency's Uniform Tax Exemption Policy or the procedures for deviation have been complied with.

Section 3. The Financial Assistance provided by the Agency to the Company shall not exceed \$100,000 and, therefore, a public hearing is not required to be held by the Agency.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 5. These Resolutions shall take effect immediately.

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

	<b><i>Yea</i></b>	<b><i>Nay</i></b>	<b><i>Absent</i></b>	<b><i>Abstain</i></b>
Frank Cecere	[ X ]	[ ]	[ ]	[ ]
Lawrence Bley	[ X ]	[ ]	[ ]	[ ]
Teresa Angelo	[ X ]	[ ]	[ ]	[ ]
Robert Anania	[ ]	[ ]	[ X ]	[ ]
Anne Nenneau	[ X ]	[ ]	[ ]	[ ]
Nick Massa	[ ]	[ ]	[ ]	[ X ]
Brian Finnerty	[ X ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

**EXHIBIT A**

**Short Environmental Assessment Form**

## ***Short Environmental Assessment Form***

### ***Part 1 - Project Information***

#### **Instructions for Completing**

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

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

<b>Part 1 - Project and Sponsor Information</b>								
<p>Name of Action or Project: <b>Lyons National Bank OPERATION CENTER</b></p> <p>Project Location (describe, and attach a location map): <b>470 EXCHANGE ST. GENEVA NY 14456</b></p> <p>Brief Description of Proposed Action:</p>								
<p>Name of Applicant or Sponsor: <b>NPMASSA LLC</b></p> <p>Address: <b>630 Pre-emptive Rd.</b></p> <p>City/PO: <b>Geneva</b></p>		<p>Telephone: <b>315-789-8667</b></p> <p>E-Mail: <b>NPMASSA@MOSAICCONSTRUCTION.COM</b></p>						
<p>1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?</p> <p>If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.</p>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES						
<p>2. Does the proposed action require a permit, approval or funding from any other governmental Agency?</p> <p>If Yes, list agency(s) name and permit or approval:</p>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES						
<p>3.a. Total acreage of the site of the proposed action? <b>0.00</b> acres</p> <p>b. Total acreage to be physically disturbed? <b>0.00</b> acres</p> <p>c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <b>0.00</b> acres</p>								
<p>4. Check all land uses that occur on, adjoining and near the proposed action.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: left; padding-bottom: 5px;"> <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial         </td> <td style="width: 33%; text-align: left; padding-bottom: 5px;"> <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)         </td> <td style="width: 33%; text-align: left; padding-bottom: 5px;"> <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____         </td> </tr> <tr> <td style="text-align: left; padding-bottom: 5px;"> <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture         </td> <td style="text-align: left; padding-bottom: 5px;"> <input type="checkbox"/> Parkland         </td> <td></td> </tr> </table>			<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)	<input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____	<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture	<input type="checkbox"/> Parkland	
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)	<input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____						
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture	<input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify:	<input checked="" type="checkbox"/>		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:	<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/> NO <input type="checkbox"/> YES	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/> NO <input type="checkbox"/> YES	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
If Yes, explain purpose and size: _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
If Yes, describe: _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
If Yes, describe: _____		
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>NO MASSA LLC</u>	Date: <u>4.14.16</u>	
Signature: 		

***Short Environmental Assessment Form***  
***Part 2 - Impact Assessment***

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

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

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

**Short Environmental Assessment Form**  
**Part 3 Determination of Significance**

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

HARRIS BEACH PLLC  
ATTORNEYS AT LAW

December 29, 2016

99 GARNSEY ROAD  
PITTSFORD, NY 14534  
(585) 419-8800

RUSSELL E. GAENZLE  
MEMBER  
DIRECT: (585) 419-8718  
FAX: (585) 419-8816  
RGAENZLE@HARRISBEACH.COM

To: Assessor and Affected Taxing Jurisdiction  
Officials on Schedule A

***Re: City of Geneva Industrial Development Agency and NP Massa LLC:***

***Distribution of NYS Form RP-412-a and Tax Agreement (a/k/a "PILOT  
Agreement")***

Ladies and Gentlemen:

On behalf of the City of Geneva Industrial Development Agency, I have enclosed for you, the Assessor and Chief Elected Officials of each taxing jurisdiction within which the above-referenced project is located, an Application for Real Property Tax Exemption on Form RP-412-a with attached Tax Agreement.

Should you have questions, please contact me at (585) 419-8718.

Very truly yours,



Russell E. Gaenzle

REG:aca  
Enclosures

Schedule A

**Ontario County**

Ontario County Administrator  
Ontario County Municipal Building  
20 Ontario Street  
Canandaigua, New York 14424

Ontario County Board of Supervisors  
Attn: Chair  
Ontario County Municipal Building  
20 Ontario Street  
Canandaigua, New York 14424

Real Property Tax Department  
Attn: Director  
Ontario County Municipal Building  
20 Ontario Street  
Canandaigua, New York 14424

**City of Geneva**

City of Geneva  
Attn: Mayor  
Geneva City Hall  
47 Castle Street  
Geneva, New York 14456

City of Geneva  
Attn: City Manager  
Geneva City Hall  
47 Castle Street, 3<sup>rd</sup> Floor  
Geneva, New York 14456

City of Geneva  
Attn: Assessor  
Geneva City Hall  
47 Castle Street  
Geneva, New York 14456

**Geneva City School District**

Geneva City Schools  
Attn: Superintendent  
400 West North Street  
Geneva, New York 14456

Geneva City Schools  
Attn: President, Board of Education  
400 West North Street  
Geneva, New York 14456

**INDUSTRIAL DEVELOPMENT AGENCIES**  
**APPLICATION FOR REAL PROPERTY TAX EXEMPTION**  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name City of Geneva Industrial Development Agency  
Street 47 Castle Street  
City Geneva, New York 14456  
Telephone no. Day (315) 789-6104  
Evening ( )  
Contact Matthew Horn  
Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name N P Massa LLC  
Street 630 Pre-Emption Road  
City Geneva, New York 14456  
Telephone no. Day (315) 789-8667  
Evening ( )  
Contact Nicholas P. Massa  
Title Sole Member

**3. DESCRIPTION OF PARCEL**

a. Assessment roll description (tax map no./roll year)  
104.50-1-18

b. Street address 470 Exchange Street

c. City, Town or Village City of Geneva

d. School District Geneva CSD

e. County Ontario

f. Current assessment \$500,000

g. Deed to IDA (date recorded; liber and page)  
Lease to IDA (pending/pending)

**4. GENERAL DESCRIPTION OF PROPERTY** (if necessary, attach plans or specifications)

a. Brief description (include property use) Property will be subleased to Lyons National Bank

b. Type of construction No new construction will occur on property

c. Square footage 16,298 sf

d. Total cost \$506,500

e. Date construction commenced No new construction

f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
December 31, 2037

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Please see attached Tax Agreement dated as of May 1, 2016, by and between IDA and Occupant

b. Projected expiration date of agreement December 31, 2037

c. Municipal corporations to which payments will be made

County	Ontario	Yes	No
Town/City	Geneva	X	
Village	N/A	X	
School District	Geneva	X	

d. Person or entity responsible for payment

Name	Nicholas P. Massa
Title	Sole Member
Address	N P Massa LLC
	630 Pre-Emption Road
	Geneva, New York 14456

e. Is the IDA the owner of the property? Yes  No

If "No" identify owner and explain IDA rights or interest  
in an attached statement. No: Occupant owns the Property and leases it to the IDA. IDA leases it back to  
Occupant.

Telephone (585) 248-6000

6. Is the property receiving or has the property ever received any other exemption from real property taxation?  
(check one) Yes  No

If yes, list the statutory exemption reference and assessment roll year on which granted:

exemption \_\_\_\_\_ assessment roll year \_\_\_\_\_

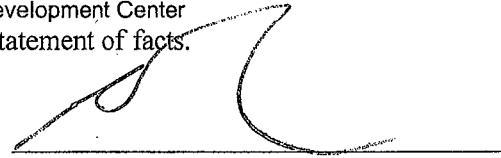
7. A copy of this application, including all attachments, has been mailed or delivered on 12/29/16 (date)  
to the chief executive official of each municipality within which the project is located as indicated in Item 3.

#### CERTIFICATION

I, Matthew D. Horn, Executive Director of  
Name \_\_\_\_\_ Title \_\_\_\_\_  
City of Geneva Industrial Development Agency hereby certify that the information  
Organization Genesee County Economic Development Center  
on this application and accompanying papers constitutes a true statement of facts.

October 1, 2016

Date \_\_\_\_\_

  
Signature \_\_\_\_\_

#### FOR USE BY ASSESSOR

1. Date application filed \_\_\_\_\_

2. Applicable taxable status date \_\_\_\_\_

3a. Agreement (or extract) date \_\_\_\_\_

3b. Projected exemption expiration (year) \_\_\_\_\_

4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_

5. Special assessments and special as valorem levies for which the parcel is liable:  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Assessor's signature \_\_\_\_\_

**CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY**  
**AND**  
**N P MASSA LLC**

---

**TAX AGREEMENT**

---

**Dated as of October 1, 2016**

Street Address:  
470 Exchange Street  
City of Geneva, New York

Tax Map Number:  
104.50-1-18

Affected Tax Jurisdictions:  
Ontario County  
City of Geneva  
Geneva City School District

## TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of October 1, 2016, is by and between the **CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 47 Castle Street, Geneva, New York 14456 (the "Agency") and **N P MASSA LLC**, a New York limited liability company with offices at 630 Pre-Emption Road, Geneva, New York 14456 (the "Company") (the "Company").

### WITNESSETH:

WHEREAS, the Agency was created by Chapter 552 of the Laws of 1981 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has requested the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in certain property located at 470 Exchange Street, City of Geneva, New York (the "Land") and the existing approximately 16,298 square-foot building located on the Land (the "Existing Improvements" and, together with the Land, the "Facility"), and (ii) the lease of the Facility by the Agency to the Company for further sublease by the Company to Lyons National Bank of the Facility for the purpose of providing Lyons National Bank with space to house its operations center, back-office operations, mortgage underwriting department, credit analysis department and other services ancillary to branch banking operations; and

WHEREAS, in order to induce the Company to undertake the Project, the Agency is willing to take a leasehold interest in the Land, the Existing Improvements, the Improvements, and the Equipment constituting the Facility and lease said Land, Existing Improvements, the Improvements, and the Equipment constituting the Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement to be dated on or about the date hereof (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Ontario County (the "County"), the City of Geneva (the "City") and the Geneva City School District (the "School District" and, collectively with the County and the City, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**October 1, 2017** (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2018** City and County tax year and the **2017 - 2018** School District tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the City, County and School District. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is owned by or leased by the Company to the Agency or under the Agency's jurisdiction, control or supervision, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes, on or before **December 1** of each calendar year (collectively, the "Payment Date") for City, County and School District taxes commencing on **December 1, 2018** an amount equal to the "Total Tax Payment", as defined and described on Schedule A attached hereto. Such payments to be made by the Company without invoicing by or notice from the Agency or any other party.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder (if any) within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes

would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total Tax Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, City and special district purposes, the tax rates used to determine the allocation of the Total Tax Payment shall be the tax rates relating to the calendar year which includes the Tax Payment due date. For School District purposes, the tax rates used to determine the Tax Payment shall be the rate relating to the school year which includes the Tax Payment due date.

1.4 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total Tax Payment. The Agency shall notify the Company of any proposed increase in the Total Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax Payment until a different Total Tax Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total Tax Payment shall be recomputed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2017 – 2018** School District tax year through the **2036 – 2037** School District tax year, and (ii) the **2018** County and City tax year through the **2037** County and City tax year. This Tax Agreement shall expire on **December 31, 2037**; *provided, however,* the Company shall pay the **2037 – 2038** School District tax bill and the **2038** County and City tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b and 485-e of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section 1 herein, or this Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6 - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section 1 within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the

last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section 1 herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section 1 herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section 7 - Assignment. No portion of any interest in this Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section 8 - Miscellaneous.

8.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency:

City of Geneva Industrial Development Agency  
47 Castle Street  
Geneva, New York 14456  
Attn: Executive Director

With Copy To:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Russell E. Gaenzle, Esq.

And To:

Paul Bleakley, Esq.  
33 Seneca Street  
Geneva, New York 14456

To the Company:

N P Massa LLC  
630 Pre-Emption Road  
Geneva, New York 14456  
Attn: Nicholas P. Massa, Owner

With Copy To:

Mike Roulan, Esq.  
407 Street Main Street  
Geneva, New York 14456

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Ontario County, New York.

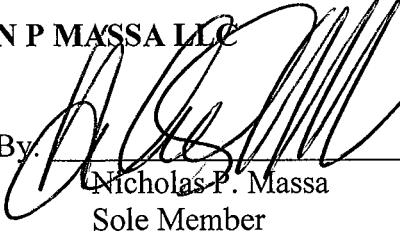
8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Agreement.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**[Signature Page to Tax Agreement]**

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**N P MASSA LLC**

By: 

Nicholas P. Massa  
Sole Member

**CITY OF GENEVA INDUSTRIAL  
DEVELOPMENT AGENCY**

By: 

Matthew D. Horn  
Executive Director

SCHEDULE A

TO TAX AGREEMENT DATED AS OF OCTOBER 1, 2016, BY AND BETWEEN  
CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY  
AND  
N P MASSA LLC

"Total Tax Payment" shall be as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Total Tax Payment</u>
Year 1	2018	2017-18	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 2	2019	2018-19	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 3	2020	2019-20	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 4	2021	2020-21	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 5	2022	2021-22	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 6	2023	2022-23	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 7	2024	2023-24	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 8	2025	2024-25	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 9	2026	2025-26	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 10	2027	2026-27	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 11	2028	2027-28	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 12	2029	2028-29	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 13	2030	2029-30	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 14	2031	2030-31	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 15	2032	2031-32	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 16	2033	2032-33	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 17	2034	2033-34	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 18	2035	2034-35	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 19	2036	2035-36	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000
Year 20	2037	2036-37	100% of the Real Property Taxes Due on the Facility with fixed valuation of \$500,000