

NCIDA

APPLICATION FOR ASSISTANCE

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Each applicant seeking assistance must complete the accompanying application material which includes the Application for Assistance and Environmental Assessment form. A non-refundable application fee of \$1,000.00 must be included with this application, payable to the Niagara County Industrial Development Agency. Every project seeking NCIDA assistance must use best efforts to use local labor for the construction of new, expanded or renovated facilities.

Please answer all questions. Use "none" or "not applicable" where necessary. Information in this application may be subject to public review under New York State Law, except for information that is considered deniable by the Freedom of Information Law. This form is available online at our web page at www.nccedev.com.

I. APPLICANT DATA

A.

APPLICANT NAME	<u>Wheatfield Gardens, LLC</u>
ADDRESS	<u>7341 Shawnee Road</u>
CITY/STATE/ZIP	<u>North Tonawanda, NY 14120-1325</u>

B. APPLICANT'S OFFICER RESPONSIBLE FOR COMPLETING THIS APPLICATION

NAME	<u>Arnold S. Rogers</u>
TITLE	<u>Manager</u>
MAILING ADDRESS	<u>1022 Park Street, Suite 206</u>
CITY/STATE/ZIP	<u>Jacksonville, Florida 32204</u>
TELEPHONE	<u>(904) 359-0006</u>
FAX	<u>904-359-0044</u>
E-MAIL	<u>arogers@merrimaccapital.com</u>
APPLICANT'S TAX ID NUMBER	<u>47-3285634</u>

- C. **BUSINESS TYPE**
- Sole Proprietorship
 - Partnership
 - Privately-held Corporation
 - Public Corporation
 - Not-for-Profit Corporation
 - LLC
 - Other

D. **STATE OF INCORPORATION:**

New York

- E. **IS APPLICANT AUTHORIZED TO DO BUSINESS IN NEW YORK STATE?** Yes No

F. **PRINCIPAL STOCKHOLDERS (Owners of 20% or more of Stock Outstanding)**

<u>Name</u>	<u>%</u>	<u>Corporate Title</u>
<u>Power Greenhouse Integration, LLC</u>	<u>45</u>	<u>Member</u>
<u>Happy Greens, Inc.</u>	<u>40</u>	<u>Member</u>
<u>Green Growth LLC</u>	<u>15</u>	<u>Member</u>

G. **Has the Applicant (or any related entity) received previous NCIDA assistance?**

- Yes No

If yes, please give year(s) and project location

H. **APPLICANT'S LEGAL COUNSEL**

FIRM NAME Martin J. Clifford, Esq.

ADDRESS 403 Main Street, Suite 716

CITY/STATE/ZIP Buffalo, New York 14203

TELEPHONE 716-845-0333

ATTORNEY'S NAME Martin J. Clifford, Esq.

E-MAIL mclifford@cliff-law.com

II. PROJECT & OCCUPANCY DATA

A. LOCATION OF PROPOSED PROJECT FACILITY

ADDRESS 7341 Shawnee Road, Wheatfield, New York 14120

PRINCIPAL USE Greenhouse

SBL # 177.01-1-47.1

ZONING M-1 (41.288 AC); R-3 (.629AC)

B. INDICATE MUNICIPAL JURISDICTION

TOWN Wheatfield

VILLAGE N/A

CITY N/A

SCHOOL DISTRICT Starpoint

C. CURRENT OWNERSHIP OF PROPERTY

CURRENT OWNER Wheatfield Gardens LLC

CURRENT ASSESSMENT 480,000

CURRENT TAXES (ANNUAL) _____

CURRENT BUSINESS OPERATING AT LOCATION? Yes

IF YES, EXPLAIN: _____

D. Who are the principal user(s) of the facility (the "Company")? If there are multiple users, please indicate on attached sheet. If same as Applicant indicate the "same" below.

COMPANY NAME Same

ADDRESS Same

CITY/STATE/ZIP Same

CONTACT Same

TELEPHONE Same

TAX ID # Same

% OF FACILITY TO BE OCCUPIED BY COMPANY 100

E. Are other facilities or related companies located within New York State: Yes No

LOCATION _____

If there are other company facilities within the State, will any of these close or be subject to reduced activity?

Yes No

F. Has the company actively sought sites and/or facilities in another country or state?

Yes No

If yes, please describe on separate sheet.

G. Description of project (check one or more)

- New Construction Sq. Footage _____
- Addition to existing facility Sq. Footage _____
- Renovation and modernization of existing facility
- Acquisition and modernization of existing facility
- New machinery and equipment Production Non-Production
- Other (specify) _____

H. Provide a general narrative description of the project, including history and background on user(s) of the facility. Provide information on (Appendix A) for user(s) of the facility. Describe reasons why this project is necessary and its effect it will have on Applicant. Include site plans, renderings, photos, etc.

The project will re-activate a 12.5 acre greenhouse situated on approximately 41.917 acres of land in the county creating approximately 40 jobs over the first full year of operation. The greenhouse was originally constructed to satisfy the thermal user requirements associated with the Public Utility Regulatory Policy Act of 1978 (PURPA) that required privately owned electricity generating facilities to either meet certain efficiency standards or to have a thermal host which caused them to meet the efficiency standards. Over time PURPA was modified and energy policies were significantly altered making many of the "thermal hosts" no longer viable. The operating requirements for the electricity generation generally were not synchronized with the needs of the thermal hosts and the rules were changed to allow abandonment of many of these facilities. The original project combined a 60 MW electricity generating facility with the 12.5 acre greenhouse (thermal host).

The operation of the greenhouse was never optimized and it was finally closed down approximately 2 years ago. Wheatfield Gardens, LLC has been seeking a suitable site for demonstrating advanced greenhouse technology including an on-site Combined Heat and Power facility and LED lighting. Wheatfield Gardens, LLC believes that this is an excellent opportunity to demonstrate its new technological improvements and to grow and supply locally grown produce to Western New York on a year round basis.

Wheatfield Gardens, LLC will provide locally grown produce but also intends to have its production certified as "Organic". The facility is ideally located to serve 2 very large specific customers who have expressed early interest in purchasing the facility's produce. A prominent Western New York grocery chain has indicated a strong interest in purchasing locally produced products to serve their stores. In addition, a large Western New York marketer of kosher vegetables has expressed interest in entering into a significant contractual agreement with Wheatfield Gardens, LLC to produce Kosher Certified Organic salads and other vegetable products.

The ultimate result of the above, after a number of phases of improvements have been successfully financed and completed, will be a "state of the art" greenhouse and processing facility that will have up to 89 full time and 11 part time employees. The facility's unique technology will enable Wheatfield Gardens, LLC to grow locally grown produce year round and to supply the same to local grocers, who currently rely on foreign or out-of-state suppliers for produce during the off-season.

III. COMPANY EMPLOYMENT INFORMATION

A. Total current employment within Niagara County is

FULL-TIME: 18

PART-TIME: 0

Current Annual Payroll Including benefits

\$ 608,400

B. Projected Employment:

Applicant or principal user(s) must complete Appendix A.

IV. EMPLOYMENT IMPACT

Every project seeking NCIDA assistance must use best efforts to use Niagara County labor for the construction of new, expanded or renovated facilities. This requirement includes all project employees of the General Contractor, Subcontractor or sub to a Subcontractor, working on the project. Applicant agrees and understands the obligations herein, and agrees to transmit and convey in a timely fashion this requirement to all applicable contractors, subcontractors, suppliers and materialmen.

A. Will Niagara County contractors and/or subcontractors be utilized for the construction project?

Yes No

B. What is the estimated number of construction jobs to be created at the project site from

Niagara County: 25 Erie County: Other Areas:

V. APPLICANT PROJECT COSTS AND FINANCING

- A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipping of the project by the applicant.

Estimated Costs Eligible for Sales Tax Exemption Benefit

a. Building Construction or Renovation Costs	a.	\$ _____
b. Sitework	b.	\$ _____
c. Non-manufacturing Equipment	c.	\$ _____
d. Furniture, Fixtures	d.	\$450,000*
e. Other (specify)	e.	\$ _____
f. Subtotal	f.	<u>\$450,000</u>

Estimated Costs Not Subject to Sales Tax

g. Land and/or building purchase	g.	\$ _____
h. Manufacturing Equipment	h.	\$2,000,000
i. Soft Costs (Legal, Architect, Engineering)	i.	\$ 50,000
j. Other (specify)	j.	\$ _____
k. Subtotal	k.	<u>\$2,050,000</u>

Total Project Costs	f & k	<u>\$2,500,000</u>
----------------------------	------------------	--------------------

- B. Indicate how the project will be financed

a. Tax-Exempt IRB	a.	\$ _____
b. Tax-Exempt Bond	b.	\$ _____
c. Taxable IRB	c.	\$ _____
d. Bank Financing	d.	\$2,500,000
e. Public Financing	e.	\$ _____
f. Equity	f.	\$ _____

TOTAL SOURCES		<u>\$2,500,000</u>
----------------------	--	--------------------

Estimated Amount of Mortgage		<u>\$2,500,000</u>
-------------------------------------	--	--------------------

* Boiler and Float System

- C. If applicant expects the Tax-Exempt IRB to exceed \$1,000,000, what is the dollar value of "capital expenditures" that the applicant and company, or any related company or person, has expended within the last three years in the municipality in which the proposed project is to be located and expects to expend in that municipality three years after the bond issue?

- D. Has the applicant made any arrangements for the financing of the project? Yes No

If so, please specify bank, underwriter, etc.

VI. PROJECT CONSTRUCTION INFORMATION

- A. What is the proposed commencement date of construction or acquisition of the project?

The project purchase of the existing assets was completed in April, 2015. The initial efforts are centered on bringing the existing building systems including the irrigation systems back on line. This will be paralleled by the initial internal renovations of the vine product growing systems in 8.25 acres of the project. (tomatoes, cucumbers, peppers, etc.).

For the future, an additional 4.25 acres of the existing greenhouse could be converted from a vine crop system to a seed crop system by installing a float system in part of the facility. (lettuces, herbs, field greens, etc.). Lighting using proprietary fixtures and LED technology will be installed based on an October 1, 2015 initial start up (approximately \$2.2 million) This will require a rework of the current incoming power service from a 500 KV to a 2,000 KV system and new transformer.

A Power Island consisting of a 1.6 MW reciprocating engine and all of the associated Combined Heat and Power (CHP) equipment will be installed on a 5.5 acre section of the greenhouse (this area will be designated as the Advanced Technology area and will use both proprietary and patented technology developed by PGI) The total investment in this section will be approximately \$8 million dollars. This section will be completed by the end of December 2016.

Full operation of the 12.5 acres of greenhouse including new LED lighting and the Advanced Greenhouse having a CHP system and advanced lighting along with the standard greenhouse operation should be available by the end of 2016.

The Advanced Technology Greenhouse will have total environmental control which will provide heating, cooling, CO2 enhancement and LED grow lighting demonstrating the impacts associated with total environmental and lighting control. Of note, the CO2 created by

the combustion of natural gas in the reciprocating engine will be absorbed by the plant matter being raised in the advanced technology section of the greenhouse. The result will be a near zero environmental impact.

Both the LED lighting system and the Advanced Technology Power Island and HVAC system could be transacted as an Operating Lease. The total capital associated with these leases will be roughly \$10 million.

Total employment for the company at Wheatfield Gardens after all the improvements have been made could be up to 100 full time workers.

B. Outline the timetable for the project, indicating when project will be in full use.

Closing on the property took place in April, 2015. Subject to satisfaction of the conditions and the information regarding timing set forth in Section A above, the vine section of the greenhouse 8.25 acres will be activated and planted as soon as possible with the first products being produced by August 2015. This section will be comprised of tomatoes, eggplant, long english cucumbers and mini cucumbers.

For the future, the float systems could be installed and activated as soon as possible in the 2.75 acre section of the greenhouse. The first 1/2 acre should be planted in 2H2015 with additional acreage completed soon thereafter. These areas will be designed to grow romaine lettuce, green leaf lettuce, red leaf lettuce, aruguls, and spring mix leafy products grown from seed. We will also consider the installation of an 8,000 square foot building and equipment to coincide with the leafy green production. This section will wash, chop, blend and package prepared salad mixes to meet customer demand. This section of the facility will be new and will be designed to meet very strict food safety standards (including Kosher standards). The LED lighting will be installed starting in October 1, 2015 to assist with the growing during the winter season.

The Power Island and HVAC system could be completed in the 1.5 acre section in 2016. This will provide an ultra filtered environment for the 1.5 acres along with positive control of CO₂, humidity, heating and cooling of this space. The ultra clean environment is essential in meeting Kosher standard requirements for most leafy products.

VII. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- D. Annual Employment Reports: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- E. Absence of Conflicts of Interest: The Applicant has received from the Agency a list of the members, officers and employees of the Agency. 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: _____.
- F. Local Labor: The Applicant understands that the residents of Niagara County will be providing assistance to the project. The Applicant further understands that every project seeking NCIDA assistance must use best efforts to use Niagara County labor for the construction of new, expanded or renovated facilities. This requirement includes all project employees of the General Contractor, Subcontractor or sub to a Subcontractor, working on the project. Applicant agrees and understands the obligations herein, and agrees to transmit and convey in a timely fashion this requirement to all applicable contractors, subcontractors, suppliers and materialmen.

G. Hold Harmless. Applicant hereby releases Niagara County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, in the event, upon presentation of an invoice regarding the same, the Applicant shall pay to the Agency, its agent or assigns, all incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

Name of Applicant's Officer Responsible for Completing Application:

(Please Print)

ARNOLD S. ROGERS

Signature

A. Rogers, MANAGER

Date of Application

7-29-2015

VIII. ENVIRONMENTAL ASSESSMENT

New York State law requires that an Environmental Assessment Form (EAF) must be completed and submitted along with this application. Attach the EAF which was submitted to the municipality.

CERTIFICATION

Wheatfield Gardens, LLC
Name of chief executive of the company submitting application

Deposes and says that he/she is the Manager_of Wheatfield Gardens, LLC, the corporation named in the attached application; that he/she has read the foregoing application and knows the contents thereof; that the same is true to his/her knowledge. Deponent further says the reason this verification is made by the deponent and not by Wheatfield Gardens, LLC, (company name) is because the said company is a corporation. The grounds of deponent's belief relative to all matters in the 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 information acquired by deponent in the course of his/her duties as an officer of and from the books and papers of said corporation.

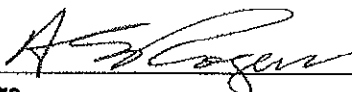
As officer of said corporation (hereinafter referred to as the "applicant") deponent acknowledges and agrees that applicant shall be and is responsible for all costs incurred by the nonprofit Niagara County Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached application whether or not the application, the project it describes, the attendant negotiations and ultimately the necessary issue of bonds and/or completion of the lease/leaseback transaction are ever carried to successful conclusion. If, for any reason whatsoever, the applicant fails to act within a reasonable or specified period of time to take reasonable, proper, or requested actions or withdraws, abandons, cancels, or neglects the application or if the Agency or applicant are unable to identify buyers willing to purchase the total bond issue required or facilitate the lease/leaseback transaction, then upon presentation of invoice, 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 but not necessarily limited to fees of bond counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the required bond issue or completion of the lease/leaseback transaction, the applicant shall pay to the Agency an administrative fee set by the Agency. The cost incurred by the Agency and paid by the applicant, including bond counsel and the Agency's general counsel's fees and the administrative fee, may be considered as a cost of the project and included as part of the resultant bond issue or lease/leaseback transaction.

Applicant hereby releases Niagara County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the applicant.

The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, in the event, upon presentation of an invoice regarding the same, the Applicant shall pay to the Agency, its agent or assigns, all incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

ARNOLD S. ROGERS

Print Name of Chief Executive



Signature

NCIDA

APPENDIX A

NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

PROJECTED EMPLOYMENT*

	Full-Time		Part-Time	Total	Total Payroll*
Total number of employees within Niagara County at the date of Application	28	+	0	28	608,400
Total number of employees to be directly <u>IMPACTED</u> by the project	0	+	0	0	0
ADD: Number of new jobs to be created during the first year after completion:	25	+	0	25	270,400
Total end of First Year:	<u>53</u>	<u>+</u>	<u>0</u>	<u>53</u>	<u>878,800</u>
ADD: Number of new jobs to be created during the second year after completion:	20	+	0	20	870,000
Total end of Second Year:	<u>73</u>	<u>+</u>	<u>0</u>	<u>73</u>	<u>1,774,800</u>
ADD: Number of new jobs to be created during the third year after completion:	12	+	0	12	859,200
Total end of Third Year:	<u>85</u>	<u>+</u>	<u>0</u>	<u>85</u>	<u>3,043,000</u>
Estimated Average annual salary of NEW jobs created:					<u>35,080</u>
Expected high salary of NEW jobs created:					<u>80,000</u>
Expected low salary of NEW jobs created:					<u>26,000</u>

List types of jobs (i.e. production, managerial, clinical, engineering, etc.) to be created.

Assistant Grower, Maintenance Manager and Technicians, Packing & Processing Manager, Pack House Workers, Greenhouse Supervisors, Office Manager, Receptionist, Office Manager

*Applicant or principal user(s) as noted in Section III B of application (includes benefits)

Arnold S. Rogers

Print Name

Signature

8/19/15

Date

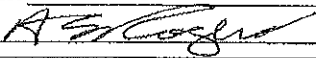
617.20
Appendix B
Short Environmental Assessment Form

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.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Wheatfield Gardens, LLC			
Project Location (describe, and attach a location map): 7341 Shawnee Road North Tonawanda, NY 14120-1325			
Brief Description of Proposed Action: The 12.5 acre Greenhouse Complex was purchased in 2015 from Fortistar to be re-activated as a producing greenhouse raising various food products for sale in the Buffalo area. The project is planned to have full employment of as many as 90 people within 3 years. As a part of the re-activation, the plan includes installing approximately 6.4 MWs of LED grow lighting and 4.2 MWs of Combined Heat and Power -- Heating, Ventilating and Cooling in the existing greenhouse facility.			
Name of Applicant or Sponsor: Power Greenhouse Integration, LLC- Arnold S. Rogers		Telephone: 904-359-0006	
		E-Mail: arogers@merrimaccapital.com	
Address: 1022 Park Street, Suite 206			
City/PO: Jacksonville		State: Florida	Zip Code: 32204
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		42 acres	
b. Total acreage to be physically disturbed?		12.5 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		42 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

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)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Arnold S. Rogers</u>		Date: <u>7/30/15</u>
Signature: <u></u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. 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"/>

	No, or small impact may occur	Moderate to large impact may occur
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"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. 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 checked="" 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.
NCIDA	7/30/15
_____ Name of Lead Agency	_____ Date
S. Langdon	Dir. of Proj. Dev.
_____ 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)

PRINT