



The State University  
of New York

Office of the  
Chief Financial Officer

State University Plaza  
Albany, New York 12246

[www.suny.edu](http://www.suny.edu)

August 21, 2015

President Skip Sullivan  
Alfred State College  
2530 River Road  
Wellsville, NY 14895

Re: START-UP NY

Dear President Sullivan:

Congratulations. Attached is the approved application for Alfred State College's Amended Campus Plan for Designation of Tax-Free Area(s).

After completion of the required 30-day comment period, please submit evidence of stakeholder notification, along with your complete campus plan, to Empire State Development at [designations@esd.ny.gov](mailto:designations@esd.ny.gov).

Best of luck to you and Alfred State College in launching the START-UP NY program.

Best Regards,

Eileen McLoughlin  
Vice Chancellor for Finance  
and Chief Financial Officer

Attachment

Copy: SUNY START-UP NY Proposal Review Team

To Learn  
To Search  
To Serve

the Power of



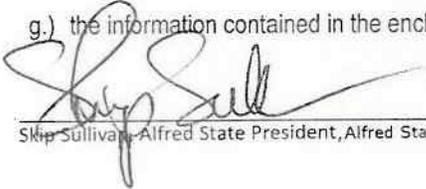
The State University  
of New York

To: Howard Zemsky, President & CEO Designate, Empire State Development and Acting Commissioner,  
NYS Department of Economic Development  
From: President Skip Sullivan of Alfred State College  
Re: Alfred State College's Campus Plan for Designation of Tax-Free Area(s)  
Date: May 1, 2015

---

I, President Sullivan of Alfred State College, hereby certify the following:

- a.) we have provided a copy of the enclosed Campus Plan for Designation of Tax-Free NY Area, to the municipality or municipalities in which the proposed Tax-Free NY Area is located, local economic development entities, the applicable faculty senate, union representatives, and student government at least 30 days prior to submitting the plan to you and attached evidence of submission herewith; and
- b.) we comply with Public Officers Law Section 74; State University of New York's Policy on Conflict of Interest, and the Research Foundation's Conflict of Interest Policy and Guidelines for the Management of Conflicts of Interest and/or guidelines, herewith; and
- c.) we comply with the Commissioner's rules and guidelines on anticompetitive behavior (NY EDL, art. 21, sect. 440); and
- d.) we are aware of the non-governmental use limitations associated with state issued tax exempt bonds and if our proposed Tax-Free NY Area was financed with tax exempt bonds, we will: 1.) make potential businesses aware of these limitations when marketing property; and 2.) take appropriate steps to ensure that non-governmental use of property funded with tax-exempt bonds will not jeopardize the tax exempt status of state issued bonds; and
- e.) we consulted with the municipality or municipalities in which such land or space is located prior to including such space or land in the proposed Tax-Free NY Area and we have given preference to underutilized properties; and
- f.) we have not relocated or eliminated any academic programs, any administrative programs, offices, housing facilities, dining facilities, athletic facilities, parking, or any other facility, space or program that actively serves students, faculty or staff in order to create vacant land or space to be designated as a Tax-Free NY Area; and
- g.) the information contained in the enclosed application is accurate and complete.

  
Skip Sullivan, Alfred State President, Alfred State College Campus

7/23/15  
Date

4/18/2014

Attachments/Enclosures:

- 1.) Tax-Free Area Plan with Polygon shapefile of campus area (if available) and/or point data of vacant space (if available), **OR** outline and shaded delineation of proposed tax-free area on a campus aerial photo and/or campus map shaded to indicate land or building containing proposed tax-free space, and floor plans of building space with designated space clearly labeled and shaded.
- 2.) Excel spreadsheet of property to be designated
- 3.) Applicable conflict of interest policies
- 4.) Evidence of submission of Tax-Free Area Plan to interested parties



**START-UP NY CAMPUS PLAN FOR DESIGNATION OF TAX-FREE AREA(S)**

Campus Name: Alfred State College  
Campus Contact Name: Dr. Craig R. Clark, PE  
Campus Contact Title: Dean, School of Applied Technology  
Campus Contact E-mail: clarkcr@alfredstate.edu  
Campus Contact Phone: 607-587-3102

**THE TAX-FREE NY AREA PLAN SHALL BE DEVELOPED BY THE CAMPUS TEAM AND PROVIDE THE FOLLOWING REQUIRED INFORMATION:**

- 1) Specification or identification of space or land proposed for designation as a Tax-Free NY Area identifying the following:
  - i. Provide the name and address of the SUNY, CUNY or community college seeking approval as a Sponsor, the address of the space or land proposed for designation as a Tax-Free NY Area, and a written description of the physical characteristics of the area for designation.

Name: Alfred State College
Address(es) of Proposed Tax-Free NY Area(s): <ul style="list-style-type: none"><li>• Alfred State, School of Applied Technology, 2530 River Road, Wellsville, NY 14895;</li><li>• 200 North Main Street, Alfred, NY 14802;</li><li>• 6150 Sugar Hill Rd, Alfred, NY 14802;</li><li>• Alfred State/City of Hornell IDA (CHIDA)- MOU manufacturing buildings at:<ul style="list-style-type: none"><li>○ 1 Horton St, Hornell, NY 14843;</li><li>○ 18 N Main St, Hornell, NY 14843; and</li><li>○ 27 Bank St, Hornell, NY 14843</li></ul></li><li>• Alfred State/Allegany County IDA-MOU properties at:<ul style="list-style-type: none"><li>○ Rt 19N, Friendship, NY 14739;</li><li>○ 6152 Sugar Hill Dr, Alfred Station, NY 14803;</li><li>○ 24 Water St, Cuba, NY 14727; and</li><li>○ County Rd 20/Belvidere Rd, Friendship, NY 14739.</li></ul></li></ul>
Description of Physical Characteristics of Proposed Tax-Free NY Area(s): <ul style="list-style-type: none"><li>• 2530 River Rd, Wellsville, NY – 7.869 acres vacant land on the Wellsville Campus of Alfred State is leased from the Educational Foundation of Alfred and directly adjacent to the new Sustainable Advanced Manufacturing Center (SAMC).</li><li>• 200 North Main St, Alfred, NY - 2,645 sq. ft. of vacant office space in the Ceramic Corridor Innovative Center would be suitable for R&amp;D or light manufacturing.</li></ul>

- 6150 Sugar Hill Dr, Alfred, NY - existing, vacant one-and-one-half story (6,000 sq. ft.), single-tenant manufacturing building is directly adjacent to Alfred State – Alfred campus property.
- Alfred State/City of Hornell IDA-MOU properties:
  - 1 Horton St - existing, vacant, one-story (133,000 sq. ft.), single-tenant manufacturing building;
  - 18 N Main St - existing, vacant, one-/two-story (34,396 sq. ft.), single-tenant manufacturing building; and,
  - 27 Bank St - existing, vacant, one-story (40,050 sq. ft.) single-tenant manufacturing building– all in Hornell, NY.
- Alfred State/Allegany County IDA-MOU properties:
  - 6152 Sugar Hill Dr, Alfred Station, NY - vacant, one-story, (7,200 sq. ft.) 60'x120' single-tenant warehouse building/shell, directly adjacent to Alfred State – Alfred campus property;
  - Rt 19N, Friendship, NY - parcel of vacant land (18.1 acres);
  - 24 Water St, Cuba, NY – vacant rooms (87,000 sq. ft.) within one-story, multi-tenant warehouse/manufacturing building; and,
  - County Rd 20/Belvidere Rd, Friendship, NY - parcel of vacant land (69.3 acres).

- ii. Complete the Excel spreadsheet template provided with this document, noting the instructions on page 2. Include the official SUNY Physical Space Inventory (PSI) building number and a clear description of the spaces in the building or floor (when the entire floor is under consideration), or floor/wing (with outer rooms defining the space specifically listed). Include only properties sought to be designated now and exclude potential sites that may be considered in the future (see 2a below). Attach the completed spreadsheet to this plan.
  - iii. Provide also a representation of each proposed site drawn in AutoCAD on a scaled campus map with boundaries drawn clearly. Two versions should be created; one including an imbedded layer from Google Earth or other aerial photograph of the property. The second version should exclude the photographic imagery. Each parcel under consideration must have a unique alpha numeric identifier, clearly labeled on each plan which ties to identifiers in the Excel spreadsheet. If digital files containing Polygon shapefile that delineates area for designation are available, provide these as well. Attach these materials to this plan.
  - iv. Provide a campus map with each proposed building shaded. Label each building with the official building number as listed in the SUNY Physical Space Inventory (PSI) along with the building name. For each building shaded and labeled, include floor plans of all areas under consideration with the specific spaces clearly shaded and labeled with official PSI room numbers. If digital files containing Point shapefiles that provide locations of area for designation are available, provide these as well. Attach these materials to this plan.
- 2) The total square footage of the space and/or acreage of land proposed for designation as a Tax-Free NY Area is:

Overall total square footage = 310,291  
Overall total acreage = 95.269

2a) *If applicable*: Description of any potential space or acreage of land that you may seek to designate as a Tax-Free NY Area under the START-UP NY Program in the future. This may include campus property that may become vacant, or other properties in your community that are not currently part of your campus but may be desirable for a company partner and with which you may consider an affiliation if an appropriate partner is identified. Do not include these properties in the Excel spreadsheet.

2b) *If applicable*: The total square footage of the space or acreage of land that you may propose to designate as a Tax-Free Area as identified in 2a, if known.

3) Provide a description of the type of business or businesses that may locate in the area identified in #1.

Alfred State, a College of Technology, has a broad set of programs. Service sector and energy production companies not allowed will not be reviewed or accepted. We will be reviewing appropriate companies that utilize the college of technology aspect of Alfred State, advancing the use of technology in the industries we serve. We will seek business partners as follows:

- Agriculture-related businesses including organic and sustainable agriculture
- Computer-related businesses including cyber security, software, and hardware
- Construction including prefabrication and green construction
- Manufacturing, at all levels, from basic through advanced manufacturing
- Automotive-related businesses including alternative fuels and motorsports
- Architecture, engineering, and design technology
- Culinary Arts and Baking Production
- Digital Media and Animation
- Manufacturing of equipment for renewable energy including geothermal, solar-thermal, photovoltaic, and wind turbines

Businesses in the region hire our technical graduates from both the four- and two-year programs for design, operation, and maintenance, as well as our business and computer program graduates for support, corporate offices, and business development. The region we serve relies on Alfred State for the human resource capital to develop and maintain its businesses and operations. We are currently well positioned to support all of the above areas.

4) Provide a description of the campus academic mission, and explain how the businesses identified in #3 will align or further the academic mission of the university or college.

Alfred State's Mission Statement: Alfred State, a residential college of technology, provides career-focused education enriched by the liberal arts to produce job- and transfer-ready graduates.

Alfred State's Vision Statement: Alfred State will be nationally recognized as the college of choice for students seeking a technology-focused education and the preferred college for employers seeking graduates prepared to "hit the ground running."

Alfred State is a comprehensive college of technology with four- and two-year programs that support various industries across the region that include:

- Agriculture-related businesses including organic and sustainable agriculture
- Computer-related businesses including cyber security, software, and hardware
- Construction including prefabrication and green construction
- Manufacturing, at all levels, from basic through advanced manufacturing
- Automotive-related businesses including alternative fuels and motorsports
- Architecture, engineering, and design technology
- Culinary Arts and Baking Production
- Digital Media and Animation
- Renewable energy manufacturing of equipment

The businesses that would be attracted to the Alfred State area would be broad and include both traditional and new entrepreneurial companies. The college is known for applied learning by working with local and regional organizations and businesses through internships, senior projects, civic engagement, community projects, and applied projects. Students and faculty engage in projects that include design, installation, and operation of various systems. Development of additional relationships with startups and expansion of local businesses will greatly assist our ability to grow these opportunities for students and improve our learning outcomes in the various programs at the college.

- 5) Provide a description of how participation by these types of businesses in the START-UP NY Program will generate positive community and economic benefits, including but not limited to:
- Increased employment opportunities;
  - Increased opportunities for internships, vocational training and experiential learning for undergraduate study;
  - Diversification of the local economy;
  - Environmental sustainability;
  - Increased entrepreneurship opportunities;
  - Positive, non-competitive and/or synergistic links to existing businesses;
  - Effect on the local economy; and
  - Opportunities as a magnet for economic and social growth.

New businesses that support the vision and mission of the college will greatly enhance the local economy in a county that remains one of the poorest in the state and is part of the Appalachian region. The college currently is one of the largest and broadest suppliers of graduates that service construction and manufacturing in the region. Many more of these graduates would stay in the region, and specifically in the county, if greater employment opportunities existed. The development of additional partnerships that include internships and experiential learning would assist the college in its focus of hands-on education and develop relationships where graduates

would stay with that employer. The Southern Tier of New York State continues to depend on manufacturing and often larger more mature industries. The development of a variety of businesses is important to the economy to assure employment and a broader tax base. By working with a college partner, businesses will have access to support services that will assist in the development and advancement of new ideas using applied learning that is the cornerstone of our academic programs. This is critical to new and particularly smaller businesses that cannot afford a large support and development staff.

- 1) Provide a description of the process the Sponsor (campus) will follow to select participating businesses. The description should identify the membership of any group or committee that may make recommendations, the final decision-maker, and the criteria that will be used to make decisions. This group or committee must include representation from faculty governance. The criteria may include some or all of the following:

The following process will develop, based on the college's relationships with businesses and organizations across the region and the state. The President's Council which includes the President, all Vice Presidents, Deans, and the Chair of Faculty Senate will review all applications using the following questions:

**A. Academic and Research Alignment**

1. Is the business in an industry aligned with current and/or developing University research, scholarly, and creative activity?
2. Does the business provide experiential learning and workforce opportunities (e.g., internships, fellowships, full-time jobs) for students and graduates?
3. Does the business provide areas for partnership and advancement for faculty and students?
4. Will the business provide access to research instrumentation, tools, and/or equipment necessary to advance the academic and research mission?
5. Will the business fund scholarships, campus facilities or other academic services or amenities?
6. Will the business and/or its employees contribute to instruction or provide student mentoring?
7. Does the business offer the use of company resources, intellectual property or expertise to support the academic mission?

**B. Economic Benefit**

1. How many net new jobs will be created?
2. Is the business viable in both the short- and long-term?
3. Will the business attract private financial investment?
4. Does the business plan to make capital investments (e.g., renovation, new construction)?
5. Are the new jobs in critical areas of the economy?
6. How will the University financially benefit from the terms of the lease?

**C. Community Benefits**

1. Does the business have the support of one or more municipal or community entities?

2. Is the business recruiting employees from the local workforce?
3. Does the business invest in underserved, economically distressed regions?
4. Will the business rely on suppliers within the local and regional economy?

The college will interact with the following partners in the approval process:

- A primary contact will be the local Industrial Development Agencies (IDAs). This will include the IDAs of Allegany County, where the college is located, as well as the IDA from the adjacent county of Steuben.
- The college is also a founding partner in the Manufacturing Association of Allegany County (MAAC), an organization for the various small and large manufacturers within the county. The opportunity to grow these businesses and the development of support companies to these manufacturers is being investigated.
- Our long-term relationship with Southern Tier West will be instrumental in identifying leads and developing companies that would support existing manufacturers.
- Our Institutional Advancement Office, through Career Development contacts and our alumni base, will develop additional leads for potential new start-up companies that will align with our programs and the technical mission of the college.
- The connections with Alfred University, Alfred Technology Resources Inc. / Ceramics Corridor Innovation Centers, and NanoMaterials Innovation Center, LLC, will be used to review companies in the Ceramic Incubator that can be supported outside that environment.
- Our connections with the local municipalities including village, town, and county, in addition to the county IDAs, will be part of the development of both leads and future site development.

The college will work with these groups to identify local opportunities for expanding new and local businesses as well as attracting related suppliers and manufacturers that complement existing businesses. The development of leads to expand businesses, relocate existing businesses to the area, and develop new businesses will require a close connection to all of the above listed partners. We have begun to develop personal connections, particularly, with the IDA and local existing businesses. Additional marketing will include newsletters and email connections with our alumni.

The most promising startups will be discussed with the IDAs, Empire State Development, and local municipalities. Those most viable opportunities will then also be discussed with the Faculty Senate Leadership and Deans and through the President's Council to assure they support the College mission. Faculty will be involved with the development of working relationships that include training programs, internships, placement of students, and projects that involve both students and faculty in existing and newly developed coursework.

Final approval will include reviewing the questions outlined in this section with final approval from the President's Council that includes Deans, Vice Presidents, and the Chair of Faculty Senate.

## START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT (this "AGREEMENT") dated as of **March 20, 2015**, by and between The State University of New York ("SUNY"), an education corporation, an educational institution organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, acting on behalf SUNY at **Alfred State, 10 Upper College Dr, Alfred, NY 14802** (the "College") and the **Alfred Technology Resources, Incorporated**, ("The AFFILIATE") governed by the New York State Not For-Profit Corporation Law having its principal place of business located at **109 Canada Road, Painted Post, New York 14870**. Terms herein may be used before being defined.

### W I T N E S S E T H

**WHEREAS**, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startups companies, venture capital, new business and investments from across the world; and

**WHEREAS**, in furtherance of this objective the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities;

**WHEREAS**, SUNY is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

**WHEREAS**, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campus in the Start-Up New York program and has submitted to the Commissioner a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amendment from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

**WHEREAS**, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college.

**WHEREAS**, AFFILIATE is a **not-for-profit corporation**, created under the laws of New York for the public purposes including **economic development**; and

**WHEREAS**, AFFILIATE owns or leases the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and

**WHEREAS**, the Real Property contains space that is suitable for, among other things, internships for College Students, employment opportunities for College graduates, and other purposes that would further the College's Academic Mission as defined in the Campus Plan;

**WHEREAS**, SUNY and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below;

**WHEREAS**, the AFFILIATE mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan approved by the Commissioner.

**WHEREAS**, as public entities formed under New York State Law, SUNY and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and

**WHEREAS**, the parties intend that as a result of their affiliation that portions of the Premises that are part of the Premises hereunder shall be eligible as Tax-Free NY Areas.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

**1. AFFILIATE Affirmations.**

AFFILIATE hereby affirms the following:

(a) [AFFILIATE PLEASE PROVIDE THE FOLLOWING: *A description of the AFFILIATE not-for profit status: identify how it is a not for profit; the law under which it was created; description of whether the status is based on tax exemption or by statute; statement of whether it was created/organized for a public purpose; statement it does not distribute financial profits or gains to members. (Attaching documentation of this status to the agreement can be helpful).]*

(b) the premises are leased by AFFILIATE;

(c) AFFILIATE is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State to

attract high-tech and other start-ups, venture capital, new business and investments from across the world;

(d) AFFILIATE is interested in helping SUNY assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

(e) AFFILIATE acknowledges SUNY's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;

(f) AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

(g) AFFILIATE is committed to the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world; and

## 2. Term.

This AGREEMENT shall commence as of the Effective Date and shall expire on **January 15, 2025**, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing, SUNY may, on written notice to AFFILIATE, terminate this AGREEMENT in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition, SUNY may terminate this AGREEMENT on thirty days' notice to AFFILIATE, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

## 3. Premises.

The Premises that is the subject of this AGREEMENT shall be the land or space in the **building** described from time to time in Schedule 1 (the "Premises"). The parties may revise Schedule 1 from time to time by written agreement.

## 4. Use of Premises; Affiliation.

(a) During the Term AFFILIATE shall, consistent with the Campus Plan, lease and manage the Premises on behalf of and for benefit of SUNY and the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations.

6. The AFFILIATE agrees to provide SUNY with a Comprehensive General Liability Insurance in the amount of \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the State University of New York, as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming such SUNY, as an additional insured, within five (5) business days.

**7. Plan Amendments; Further Assurances; Conflicts of Interest.**

(a) The parties agree that the Campus Plan as approved is incorporated by reference as Exhibit B to this Agreement.

(b) (AFFILIATE shall reasonably assist SUNY with amending any Campus Plans to include any property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by SUNY as necessary or useful to amend the Plan.

(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT.

(d) AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time. The applicable College Conflict of Interest policy or guidelines is incorporated by reference as Exhibit C to this Agreement.

**8. Notices**

Each written notice, demand, approval or request by SUNY or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York  
State University Plaza  
Albany, New York 12246  
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for the State University of New York  
START-UP NY Liaison Office  
35 State Street  
Albany, NY 12207  
Attention: Jeffrey Boyce, Director of Economic Development

(b) to AFFILIATE at the following address:

Alfred Technology Resources, Inc.  
109 Canada Road  
Painted Post, New York 14870

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

#### 9. Miscellaneous.

(a) This AGREEMENT shall be binding upon and inure to the benefit of SUNY and AFFILIATE and their respective successors and assigns.

(b) This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

(d) In carrying out this AGREEMENT, AFFILIATE shall comply with all applicable laws, including, without limitation, the Act and the Regulations.

(e) This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

(f) Subject to section 138 of New York State Finance Law, neither party may assign, convey or transfer this AGREEMENT or any of their rights hereunder. Any such assignment, conveyance or transfer shall be deemed null and void.

(g) This AGREEMENT including Exhibit A, Standard Clauses for State University of New York contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this AGREEMENT and Exhibit A, Exhibit A shall control.

(h) Any provision of this AGREEMENT may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

(i) If any provision of this AGREEMENT is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the AGREEMENT, unless it prevents accomplishment of the objectives and purposes of the AGREEMENT, which determination shall be submitted as a dispute under paragraph 9(c) herein.

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

**Alfred Technology Resources,  
Incorporated**

By:   
Name: **Dr. Alan Rae**  
Title: **Officer**

**The State University of New York**  
on behalf of SUNY at Alfred State

By:   
Name: **Skip Sullivan**  
Title: **President**

4/18/2014

## SCHEDULE 1

### **Alfred Technology Resources, Inc. MOU with Alfred State includes:**

- 200 North Main St, Alfred, NY – existing, two-story (2,645 sq. ft.), multi-tenant technology facility

## START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT (this "AGREEMENT") dated as of **January 16, 2015**, by and between The State University of New York ("SUNY"), an education corporation, an educational institution organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, acting on behalf SUNY at **Alfred State, 10 Upper College Dr, Alfred, NY 14802** (the "College") and the **City of Hornell IDA (CHIDA)**, a municipal corporation ("The AFFILIATE") governed by the New York State Not For-Profit Corporation Law having its principal place of business located at **40 Main St, Hornell, New York**. Terms herein may be used before being defined.

### W I T N E S S E T H

**WHEREAS**, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startups companies, venture capital, new business and investments from across the world; and

**WHEREAS**, in furtherance of this objective the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities;

**WHEREAS**, SUNY is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

**WHEREAS**, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campus in the Start-Up New York program and [has submitted] [will submit] to the Commissioner a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amendment from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

**WHEREAS**, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college.

**WHEREAS**, AFFILIATE is a governmental agency of the city of Hornell, created under the laws of New York for the public purposes of economic development; and

**WHEREAS**, AFFILIATE owns or leases the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and

**WHEREAS**, the Real Property contains space that is suitable for, among other things, internships for College Students, employment opportunities for College graduates, and other purposes that would further the College's Academic Mission (as defined below)]; *THIS IS OPTIONAL AND MUST BE USED IF IT APPLIES*;

**WHEREAS**, SUNY and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below;

**WHEREAS**, the AFFILIATE mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan approved or [to be approved] by the Commissioner.

**WHEREAS**, as public entities formed under New York State Law, SUNY and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and

**WHEREAS**, the parties intend that as a result of their affiliation that portions of the Premises that are part of the Premises hereunder shall be eligible as Tax-Free NY Areas.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

**1. AFFILIATE Affirmations.**

AFFILIATE hereby affirms the following:

(a) [AFFILIATE PLEASE PROVIDE THE FOLLOWING: *A description of the AFFILIATE not-for profit status: identify how it is a not for profit; the law under which it was created; description of whether the status is based on tax exemption or by statute; statement of whether it was created/organized for a public purpose; statement it does not distribute financial profits or gains to members. (Attaching documentation of this status to the agreement can be helpful).*]

(b) the premises are owned by **the City of Hornell IDA**;

(c) AFFILIATE is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State to attract high-tech and other start-ups, venture capital, new business and investments from across the world;

(d) AFFILIATE is interested in helping SUNY assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

(e) AFFILIATE acknowledges SUNY's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;

(f) AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

(g) AFFILIATE is committed to the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world; and

## **2. Term.**

This AGREEMENT shall commence as of the Effective Date and shall expire on **January 15, 2025**, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing, SUNY may, on written notice to AFFILIATE, terminate this AGREEMENT in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition, SUNY may terminate this AGREEMENT on thirty days' notice to AFFILIATE, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

## **3. Premises.**

The Premises that is the subject of this AGREEMENT shall be the land or space in the **buildings in Hornell** described from time to time in Schedule 1 (the "Premises"). The parties may revise Schedule 1 from time to time by written agreement.

## **4. Use of Premises; Affiliation.**

(a) During the Term AFFILIATE shall, consistent with the Campus Plan, lease and manage the Premises on behalf of and for benefit of SUNY and the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations,

including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations.

(b) The parties hereby agree that AFFILIATE is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Premises is part of the College's campus for purposes of Section 220.2(f) of the Regulations.

#### **5. Responsibilities relating to Tenants and the Management of the Premises.**

(a) AFFILIATE and SUNY shall cooperate to identify businesses that are eligible for the START-UP NY program for use and occupancy of the Premises. SUNY shall have the final discretion whether to accept an application from a business to locate in the Premises. AFFILIATE shall only enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Premises with businesses that are identified to AFFILIATE by SUNY as having been approved by SUNY and the Commissioner for participation in the START-UP NY program under the Plan (a "Participating Business").

(b) Notwithstanding any other terms of this AGREEMENT, AFFILIATE shall be solely responsible in all respects for the management, maintenance and operation of the Premises, including, without limitation: negotiating and entering into Leases with Participating Businesses ("Program Leases"); collection of rent and other amounts, preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. AFFILIATE shall publicly advertise and market the Premises. SUNY shall have no obligation to perform or bear the cost of any of the foregoing.

(c) AFFILIATE shall have no authority to execute any instruments, agreements, or other documents on behalf of SUNY, or otherwise bind SUNY, except with SUNY's prior written consent.

(d) Rent and other amounts collected by or on behalf of AFFILIATE under any Program Lease (collectively, "Program Rent"), shall be retained by AFFILIATE except that the AFFILIATE and College may decide to enter into revenue sharing arrangements. AFFILIATE shall receive no compensation from SUNY under this AGREEMENT or otherwise in relation to the START-UP NY program.

(e) For the avoidance of doubt, AFFILIATE may, in its discretion, continue to lease the Premises to a Terminated Business following its removal from the START-UP NY program by the Commissioner. In the event a Participating Business has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations, AFFILIATE shall, following SUNY's request, cooperate with SUNY to identify replacement space in the Premises for the START-UP NY program.

(f) SUNY shall have no liability to AFFILIATE or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, AFFILIATE shall indemnify, defend, and hold SUNY and its officials, trustees and

employees harmless against any claims, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursement) arising out of or related to any Program Lease.

6. The AFFILIATE agrees to provide SUNY with a Comprehensive General Liability Insurance in the amount of \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the State University of New York, as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming such SUNY, as an additional insured, within five (5) business days.

#### **7. Plan Amendments; Further Assurances; Conflicts of Interest.**

(a) The parties agree that the Campus Plan as approved [to be approved] is incorporated by reference as Exhibit B to this Agreement.

(b) (AFFILIATE shall reasonably assist SUNY with amending any Campus Plans to include any property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by SUNY as necessary or useful to amend the Plan.

(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT.

(d) AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time. The applicable College Conflict of Interest policy or guidelines is incorporated by reference as Exhibit C to this Agreement.

#### **8. Notices**

Each written notice, demand, approval or request by SUNY or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York  
State University Plaza  
Albany, New York 12246  
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for the State University of New York

START-UP NY Liaison Office  
35 State Street  
Albany, NY 12207  
Attention: Jeffrey Boyce, Director of Economic Development

(b) to AFFILIATE at the following address:

City of Hornell IDA  
40 Main St  
Hornell, NY 14843

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

#### 9. Miscellaneous.

(a) This AGREEMENT shall be binding upon and inure to the benefit of SUNY and AFFILIATE and their respective successors and assigns.

(b) This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

(d) In carrying out this AGREEMENT, AFFILIATE shall comply with all applicable laws, including, without limitation, the Act and the Regulations.

(e) This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

(f) Subject to section 138 of New York State Finance Law, neither party may assign, convey or transfer this AGREEMENT or any of their rights hereunder. Any such assignment, conveyance or transfer shall be deemed null and void.

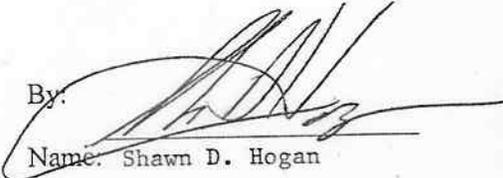
(g) This AGREEMENT including Exhibit A, Standard Clauses for State University of New York contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this AGREEMENT and Exhibit A, Exhibit A shall control.

(h) Any provision of this AGREEMENT may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

(i) If any provision of this AGREEMENT is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the AGREEMENT, unless it prevents accomplishment of the objectives and purposes of the AGREEMENT, which determination shall be submitted as a dispute under paragraph 9(c) herein.

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

**City of Hornell IDA**

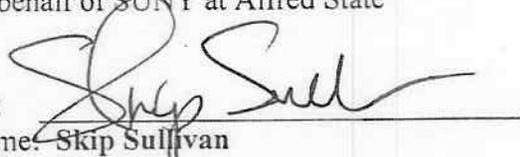
By: 

Name: Shawn D. Hogan

Title: **Treasurer**

**The State University  
of New York**

on behalf of SUNY at Alfred State

By: 

Name: Skip Sullivan

Title: **President**

## SCHEDULE 1

### City of Hornell Industrial Development Agency MOU with Alfred State includes:

- 1 Horton St - existing, vacant, one-story (133,000 sq. ft.), single-tenant building;
- 18 N Main St - existing, vacant, one-/two-story (34,396 sq. ft.), single-tenant building; and,
- 27 Bank St - existing, vacant, one-story (40,050 sq. ft.) single-tenant building – all in Hornell, NY.

## START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT (this "AGREEMENT") dated as of **March 5, 2015**, by and between The State University of New York ("SUNY"), an education corporation, an educational institution organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, acting on behalf SUNY at **Alfred State, 10 Upper College Dr, Alfred, NY 14802** (the "College") and the **Allegany County Industrial Development Agency (ACIDA)**, ("The AFFILIATE") governed by the New York State Not For-Profit Corporation Law having its principal place of business located at the **Crossroads Commerce Center, 6087 State Route 19N, Belmont, New York**. Terms herein may be used before being defined.

### W I T N E S S E T H

**WHEREAS**, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startups companies, venture capital, new business and investments from across the world; and

**WHEREAS**, in furtherance of this objective the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities;

**WHEREAS**, SUNY is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

**WHEREAS**, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campus in the Start-Up New York program and has submitted to the Commissioner a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amendment from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

**WHEREAS**, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college.

WHEREAS, AFFILIATE is a governmental agency of Allegany County, created under the laws of New York for the public purposes of economic development; and

WHEREAS, AFFILIATE owns or leases the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and

WHEREAS, the Real Property contains space that is suitable for, among other things, internships for College Students, employment opportunities for College graduates, and other purposes that would further the College's Academic Mission (as defined below)]; THIS IS OPTIONAL AND MUST BE USED IF IT APPLIES;

WHEREAS, SUNY and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below;

WHEREAS, the AFFILIATE mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan approved by the Commissioner.

WHEREAS, as public entities formed under New York State Law, SUNY and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and

WHEREAS, the parties intend that as a result of their affiliation that portions of the Premises that are part of the Premises hereunder shall be eligible as Tax-Free NY Areas.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

1. AFFILIATE Affirmations.

AFFILIATE hereby affirms the following:

(a) [AFFILIATE PLEASE PROVIDE THE FOLLOWING: A description of the AFFILIATE not-for profit status: identify how it is a not for profit; the law under which it was created; description of whether the status is based on tax exemption or by statute; statement of whether it was created/organized for a public purpose; statement it does not distribute financial profits or gains to members. (Attaching documentation of this status to the agreement can be helpful).]

(b) the premises are owned by the Allegany County IDA;

(c) AFFILIATE is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State to

attract high-tech and other start-ups, venture capital, new business and investments from across the world;

(d) AFFILIATE is interested in helping SUNY assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

(e) AFFILIATE acknowledges SUNY's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;

(f) AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

(g) AFFILIATE is committed to the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world; and

## 2. Term.

This AGREEMENT shall commence as of the Effective Date and shall expire on **March 5, 2025**, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing, SUNY may, on written notice to AFFILIATE, terminate this AGREEMENT in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition, SUNY may terminate this AGREEMENT on thirty days' notice to AFFILIATE, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

## 3. Premises.

The Premises that is the subject of this AGREEMENT shall be the land or space in the **buildings in Allegany County** described from time to time in Schedule 1 (the "Premises"). The parties may revise Schedule 1 from time to time by written agreement.

## 4. Use of Premises; Affiliation.

(a) During the Term AFFILIATE shall, consistent with the Campus Plan, lease and manage the Premises on behalf of and for benefit of SUNY and the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations.

(b) The parties hereby agree that AFFILIATE is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Premises is part of the College's campus for purposes of Section 220.2(f) of the Regulations.

#### **5. Responsibilities relating to Tenants and the Management of the Premises.**

(a) AFFILIATE and SUNY shall cooperate to identify businesses that are eligible for the START-UP NY program for use and occupancy of the Premises. SUNY shall have the final discretion whether to accept an application from a business to locate in the Premises. AFFILIATE shall only enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Premises with businesses that are identified to AFFILIATE by SUNY as having been approved by SUNY and the Commissioner for participation in the START-UP NY program under the Plan (a "Participating Business").

(b) Notwithstanding any other terms of this AGREEMENT, AFFILIATE shall be solely responsible in all respects for the management, maintenance and operation of the Premises, including, without limitation: negotiating and entering into Leases with Participating Businesses ("Program Leases"); collection of rent and other amounts, preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. AFFILIATE shall publicly advertise and market the Premises. SUNY shall have no obligation to perform or bear the cost of any of the foregoing.

(c) AFFILIATE shall have no authority to execute any instruments, agreements, or other documents on behalf of SUNY, or otherwise bind SUNY, except with SUNY's prior written consent.

(d) Rent and other amounts collected by or on behalf of AFFILIATE under any Program Lease (collectively, "Program Rent"), shall be retained by AFFILIATE except that the AFFILIATE and College may decide to enter into revenue sharing arrangements. AFFILIATE shall receive no compensation from SUNY under this AGREEMENT or otherwise in relation to the START-UP NY program.

(e) For the avoidance of doubt, AFFILIATE may, in its discretion, continue to lease the Premises to a Terminated Business following its removal from the START-UP NY program by the Commissioner. In the event a Participating Business has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations, AFFILIATE shall, following SUNY's request, cooperate with SUNY to identify replacement space in the Premises for the START-UP NY program.

(f) SUNY shall have no liability to AFFILIATE or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, AFFILIATE shall indemnify, defend, and hold SUNY and its officials, trustees and employees harmless against any claims, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursement) arising out of or related to any Program Lease.

6. The AFFILIATE agrees to provide SUNY with a Comprehensive General Liability Insurance in the amount of \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the State University of New York, as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming such SUNY, as an additional insured, within five (5) business days.

**7. Plan Amendments; Further Assurances; Conflicts of Interest.**

(a) The parties agree that the Campus Plan as approved is incorporated by reference as Exhibit B to this Agreement.

(b) (AFFILIATE shall reasonably assist SUNY with amending any Campus Plans to include any property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by SUNY as necessary or useful to amend the Plan.

(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT.

(d) AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time. The applicable College Conflict of Interest policy or guidelines is incorporated by reference as Exhibit C to this Agreement.

**8. Notices**

Each written notice, demand, approval or request by SUNY or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York  
State University Plaza  
Albany, New York 12246  
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for the State University of New York  
START-UP NY Liaison Office  
35 State Street  
Albany, NY 12207  
Attention: Jeffrey Boyce, Director of Economic Development

(b) to AFFILIATE at the following address:

Allegany County IDA  
Crossroads Commerce Center  
6087 State Route 19N – Suite 100  
Belmont, NY 14813

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

#### 9. Miscellaneous.

(a) This AGREEMENT shall be binding upon and inure to the benefit of SUNY and AFFILIATE and their respective successors and assigns.

(b) This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

(d) In carrying out this AGREEMENT, AFFILIATE shall comply with all applicable laws, including, without limitation, the Act and the Regulations.

(e) This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

(f) Subject to section 138 of New York State Finance Law, neither party may assign, convey or transfer this AGREEMENT or any of their rights hereunder. Any such assignment, conveyance or transfer shall be deemed null and void.

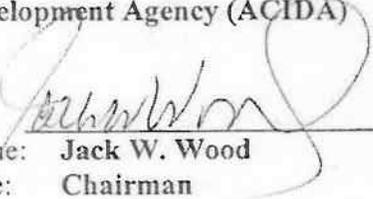
(g) This AGREEMENT including Exhibit A, Standard Clauses for State University of New York contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this AGREEMENT and Exhibit A, Exhibit A shall control.

(h) Any provision of this AGREEMENT may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

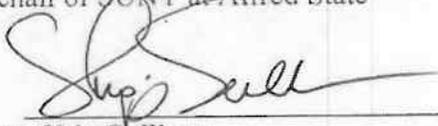
(i) If any provision of this AGREEMENT is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the AGREEMENT, unless it prevents accomplishment of the objectives and purposes of the AGREEMENT, which determination shall be submitted as a dispute under paragraph 9(c) herein.

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

**Allegany County Industrial  
Development Agency (ACIDA)**

By:   
Name: **Jack W. Wood**  
Title: **Chairman**

**The State University of New York**  
on behalf of SUNY at Alfred State

By:   
Name: **Skip Sullivan**  
Title: **President**

4/18/2014

## SCHEDULE 1

### **Allegany County Industrial Development Agency MOU with Alfred State includes:**

- 6152 Sugar Hill Dr, Alfred Station, NY - vacant, one-story, (7,200 sq. ft.) single-tenant warehouse building/shell, directly adjacent to Alfred State – Alfred campus property;
- Rt 19N, Friendship, NY - parcel of vacant land (18.1 acres);
- 24 Water St, Cuba, NY – vacant rooms (87,000 sq. ft.) within one-story, multi-tenant warehouse/manufacturing building; and,
- County Rd 20/Belvidere Rd, Friendship, NY - parcel of vacant land (69.3 acres).

# PUBLIC OFFICERS LAW

## § 74. Code of ethics.

1. **Definition.** As used in this section: The term "**state agency**" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the finance law or their successors.

The term "**legislative employee**" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. **Rule with respect to conflicts of interest.** No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

### 3. Standards.

- a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.
- b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he by reason of his official position or authority.
- c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.
- d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
- e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.
- f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.

h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services of any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

**4. Violations.** In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.



Category:  
HR / Labor Relations  
Legal and Compliance

Responsible Office:  
University Counsel

Policy Title:  
Conflict of Interest  
Document Number:  
6001

Effective Date:  
October 01, 1995

This policy item applies to:  
State-Operated Campuses

## Table of Contents

[Summary](#)

[Policy](#)

[Definitions](#)

[Other Related Information](#)

[Procedures](#)

[Forms](#)

[Authority](#)

[History](#)

[Appendices](#)

---

## Summary

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests and are required to avoid conflicts of interest. Where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by University policy. This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

---

## Policy

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests. In keeping with this obligation, they are also required to avoid conflicts of interest.

In instances where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by this University policy. It is the responsibility of campus officials charged with implementing this policy to identify potential or actual conflicts of interest and take appropriate steps to manage, reduce, or eliminate them.

This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

1. University faculty and staff may not engage in other employment which interferes with the performance of their professional obligation.
2. University faculty and staff are expected to comply with the New York State Public Officers Law provisions on conflict of interest and ethical conduct.
3. University faculty and staff, to the extent required by law or regulation, shall disclose at minimum whether they (and their spouses and dependent children) have employment or financial interests or hold significant offices, in external organizations that may affect, or appear to affect, the discharge of professional obligations to the University.
4. University campuses shall ensure that all faculty and staff subject to pertinent laws and regulations disclose financial interests in accordance with procedures to be established by the Chancellor or designee. Campuses shall retain the reported information as required, identify actual or apparent conflicts of interest and seek resolution of such conflicts.
5. Each campus president shall submit to the chancellor's designee the name and title of the person or persons designated as financial disclosure designee(s) and shall further notify the chancellor's designee when a change in that assignment occurs. The chancellor's designee shall also be notified of any reports regarding conflict of interest that are forwarded to state or federal agencies.

---

### **Definitions**

**Conflict of interest** — any interest, financial or otherwise, direct or indirect; participation in any business, transaction or professional activity; or incurring of any obligation of any nature, which is or appears to be in substantial conflict with the proper discharge of an employee's duties in the 'public interest. A conflict of interest is also any financial interest that will, or may be reasonably expected to, bias the design, conduct or reporting of sponsored research.

---

### **Other Related Information**

[Outside Activities of University Policy Makers](#)

[Ethics in State Government - A Guide for New York State Employees](#)

[National Science Foundation, Grant Policy Manual](#)

---

### **Procedures**

There are no procedures relevant to this policy.

---

### **Forms**

There are no forms relevant to this policy.

---

### **Authority**

[42 CFR 50, Subpart F](#)

The following link to FindLaw's [New York State Laws](#) is provided for users' convenience; it is not the official site for the State of New York laws.

[NYS Public Officers Law, Section 73-a, and 73 and 74](#)

In case of questions, readers are advised to refer to the New York State Legislature site for the menu of [New York State Consolidated](#).

[Board of Trustees Policies - Appointment of Employees \(8 NYCRR Part 335\)](#)

**History**

Memorandum to presidents from the office of the University provost, dated June 30, 1995 regarding revision to University conflict of interest policy to bring it in conformity with federal guidelines issued by the National Science Foundation and the Public Health Service.

---

**Appendices**

There are no appendices relevant to this policy.

**3.) EVIDENCE OF SUBMISSION OF TAX-FREE AREA  
PLAN TO INTERESTED PARTIES, I.E., COPIES OF  
CORRESPONDENCE SENT AND RECEIVED**

Alfred State understands that the program regulations require 30-day notice to potential stakeholders, including the chief executive officers of the municipality or municipalities in which the subject properties are located, a local economic development entity, faculty senate, campus-student government, and union representatives, and require "evidence" of the campus' communications to these local stakeholders. **Alfred State will include copies of all correspondence in your formal submissions to SUNY and ESDC. Alfred State** understands it is important that the plan be mailed **via first class mail** to each of the unions representing state employees, including the local (or statewide if no local exists) leadership for UUP, CSEA, PEF, PBA, GSEU and NYSCOPBA. **Alfred State** has the full list of whom to contact, in making this notification.

 <p>Category: Academic Affairs Community Colleges Legal and Compliance Research</p> <p>Responsible Office: Academic Affairs</p>	<p><b>Policy Title:</b> START-UP NY Program Participation Policy</p> <p>Document Number: 6800</p> <p>Effective Date: February 10, 2014</p> <p>This policy item applies to: Community Colleges State-Operated Campuses</p>
--	---

## Table of Contents

[Summary](#)

[Policy](#)

[Definitions](#)

[Other Related Information](#)

[Procedures](#)

[Forms](#)

[Authority](#)

[History](#)

[Appendices](#)

---

## Summary

START-UP NY is a state economic development program that positions SUNY campuses as magnets for entrepreneurs and businesses from around the globe. START-UP NY aligns with SUNY's mission of teaching, research and public service, enabling engagement with industry, knowledge acceleration, translation of research into practical applications, and delivering the 21st century workforce businesses need to grow and thrive. START-UP NY will transform university communities to deliver unprecedented economic benefits to New York. To participate in the program, all campuses must comply with this policy and any applicable rules and regulations issued by the NYS Commissioner of Economic Development.

This policy governs the review process that all participating campuses must follow to secure SUNY's approval of the plans, applications, and other documents required by the NYS Commissioner of Economic Development to participate in the START-UP NY program. It also prescribes special requirements for the disclosure and management of actual or potential conflicts of interest in matters pertaining to the campus' START-UP NY program. Any conflict between this policy and any other applicable Conflict of Interest policy shall be resolved in favor of disclosure of any potential, actual, or perceived conflict of interest relating to the campus' START-UP NY program to the President or Chief Executive Officer of the sponsoring campus.

---

## Policy

**A. Campus Plans for Designation of Tax-Free Area(s):** Any campus intending to submit a Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Campus Plans within fifteen (15) business days of receipt. Any rejected Campus Plan shall be accompanied by an explanation of the basis for rejection. Once approved by the Chancellor or designee a campus may submit its Campus Plan to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Campus Plan that is rejected can be resubmitted for Chancellor

## 6800 - START-UP NY Program Participation Policy

---

or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Campus Plans must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.

- B Sponsoring University or College Applications for Business Participation:** Any campus intending to submit a Sponsoring University or College Application for Business Participation ("Sponsor Application") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Sponsor Applications within thirty (30) business days of receipt. Any rejected Sponsor Application shall be accompanied by an explanation of the basis for rejection. Once approved the campus may submit the Sponsor Application to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Sponsor Application that is rejected can be resubmitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Sponsor Applications must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.
- C Delegations:** The Chancellor or designee may charge a group of individuals, collectively called the SUNY START-UP NY Proposal Review Team, to evaluate all submitted Campus Plans and Sponsor Applications prior to accepting or rejecting them.
- D Conflicts of Interest:** Service as an Official shall not be used as a means for private benefit or inurement for any Official, a Relative thereof, or any entity in which the Official or Relative thereof has a Business Interest. A conflict of interest exists whenever an Official has a Business Interest or other interest or activity outside of the university that has the possibility, whether potential, actual, or perceived, of (a) compromising the Official's judgment, (b) influencing the Official's decision or behavior with respect to the START-UP NY Program, or (c) resulting in personal or a Relative's gain or advancement. Any Official who is an owner or employee of an entity that is the subject of any matter pertaining to the university's START-UP NY Program, or who has a Business Interest in any entity that is the subject of any matter pertaining to the university's START-UP NY Program, or whose Relative has such a Business Interest, shall not vote on or otherwise participate in the administration by the university of any START-UP NY matter involving such entity. Any Official or other campus representative who becomes aware of a potential, actual or apparent conflict of interest, either their own or that of another Official, related to a sponsoring university or college's START-UP NY program must disclose that interest to the President or Chief Executive Officer of the sponsoring college or university. Each such President or Chief Executive Officer shall maintain a written record of all disclosures of actual or potential conflicts of interest made pursuant to this policy, and shall report such disclosures on a calendar year basis, by January 31<sup>st</sup> of each year, to the University Auditor or to the Chancellor's designee, in which case the University Auditor shall be copied on the correspondence to such designee. SUNY shall then forward such reports to the Commissioner of Economic Development for the State of New York, who shall make public such reports.
- E Exceptions:** There are no exceptions to this policy.

---

### Definitions

**Business Interest** means that an individual (1) owns or controls 10% or more of the stock of an entity (or 1% in the case of an entity the stock of which is regularly traded on an established securities exchange), or (2) serves as an officer, director or partner of an entity.

**Official** means an employee at the level of dean and above as well as any other person with decision-making authority over a campus' START-UP NY Program, including any member of any panel or committee that recommends businesses for acceptance into the START-UP NY program.

**Relative** means any person living in the same household as another individual and any person who is a direct descendant of that individual's grandparents or the spouse of such descendant.

**Sponsoring College or University** means any entity defined or described in NYS Education Law Sec. 352 and Article 126.

**START-UP NY Program** means the SUNY Tax-free Areas to Revitalize and Transform Upstate New York Program established by Article 21 of the Economic Development Law.

**Tax-Free NY Area** means vacant land or space designated by the Commissioner of Economic Development Article

21 of the Economic Development Law that is eligible to receive benefits under the START-UP NY program.

---

### Other Related Information

Start-Up NY Regulations: available at the Start-Up NY Website.

At least thirty days before submitting the Campus Plan to the Commissioner of Economic Development the campus must provide a copy of the Plan to the chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable university or college faculty senate, union representatives and the campus student government. The campus shall include in their submission to the Commissioner of Economic Development certification of such notification, as well as a copy of any written response from chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable campus or college faculty senate, union representatives and the campus student government.

StartUp-NY.gov website and program information.

---

### Procedures

START-UP NY Program Participation Procedures for

---

### Forms

SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Memorandum

SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Template

START-UP NY Sponsoring University or College Application for Business Participation Memorandum

ESD START-UP NY Sponsoring University or College Application for Business Participation

ESD START-UP NY Business Application Instructions

ESD START-UP Business Application

---

### Authority

State University of New York Board of Trustees Resolution 14-( ) START-UP New York Program Administration adopted January 14, 2014

Law, New York Economic Development Law Article 21 (Start-Up NY Program)

Start-Up NY Regulations

---

### History

Enacted into law in June 2013, START-UP NY is a groundbreaking new initiative from Governor Andrew M. Cuomo that provides major incentives for businesses to relocate, start up or significantly expand in New York State through affiliations with public and private universities, colleges and community colleges. Businesses will have the opportunity to operate state and local tax-free on or near academic campuses, and their employees will pay no state or local personal income taxes.

---

**Appendices**

There are no appendices relevant to this policy

Location	Parcel ID	Owner	Project Type	Street Address	City	Zip Code	Parcel ID	Building	Spec Type	Acres	Description	in Campus	Whether in Campus	Latitude	Longitude	Notes
Watkins, NY	51-1221-1-EDFD-000A	Educational Foundation of Alfred	1	329 Deer Road	Watkins	14885	322-1-1-1	n/a	D	7.869	Vacant Land	Yes	Watkins	47° 47' 43.45" N	77° 15' 21.35" W	in Alfred State property with 40-year lease
Alfred, NY	51-1221-1-8-CERD-000A	Ceramics Condo Innovation Center	1	200 North Main St	Alfred	14802	151-15-1-855	2-story	C	2.695	vacant, two story multi-tenant technology facility	Yes	Alfred	47° 47' 53.147" N	77° 06' 47.2" W	in Alfred State property with 40-year lease
Alfred, NY	51-1221-1-8-CERM-000A	Saratoga Glass & Ceramics	2	835 Sagor Hill Drive	Alfred	14802	151-12-1-24	1.5-story	F	5.000	vacant, brick industrial single tenant building	Yes	Alfred	47° 47' 53.147" N	77° 06' 47.2" W	in Alfred State property with 40-year lease
Hornell, NY	51-1221-1-8-HOTD-000A	City of Hornell DA	1	118 Adams St	Hornell	14845	151-12-1-241	1-2 story	A	18.336	vacant, one story, single tenant manufacturing building	Yes	Alfred	42° 12' 01.900" N	77° 28' 29.520" W	MOU property
Hornell, NY	51-1221-1-8-BAD-000A	City of Hornell DA	1	27 Bank St	Hornell	14845	151-12-1-241	1-2 story	A	42.070	vacant, one story, single tenant manufacturing building	Yes	Alfred	42° 12' 01.900" N	77° 28' 29.520" W	MOU property
Alfred, NY	51-1221-1-8-ALCO-000A	Allegany County DA	1	5151 Lager Hill Drive	Alfred Station	14803	151-12-1-241	1-story	A	7.220	vacant, one-story, single-tenant warehouse building	Yes	Alfred	42° 12' 01.900" N	77° 28' 29.520" W	MOU property
Frederick, NY	51-1221-1-8-ORAD-000A	Allegany County DA	1	Rt 13W	Frederick	14779	13W-1-1-2	n/a	D	18.120	Vacant Land	Yes	Watkins	42° 30' 00.0" N	78° 00' 00.0" W	MOU property
Gene, NY	51-1221-1-8-SAND-000A	Allegany County DA	1	24 Wagon St	Gene	14722	146-14-1-24-111	1-story	C	61.000	vacant open with one story, multi-tenant warehouse/manufacturing	Yes	Watkins	42° 30' 00.0" N	78° 00' 00.0" W	MOU property
Frederick, NY	51-1221-1-1-3-000A	Allegany County DA	1	Conant Rd 2100 Wagon Rd	Frederick	14779	270-1-1-1-1-11	n/a	D	69.120	Vacant Land	Yes	Watkins	42° 30' 00.0" N	78° 00' 00.0" W	MOU property

TOTAL: 311.131 ACRES

\*\* Available building  
 - include within building  
 - include within site  
 - include on campus  
 - in lease and airport  
 - freestanding building off campus  
 - industrial building off campus  
 - industrial site

Disclaimer: Land Use Regulations are in Effect  
 See Sheet 2: Local Order ID Codes

2530 River Rd, Wellsville, NY 14895; 7.869 acres vacant land (SU-122-1-L-EDFND-000-A)

— = outline of Alfred State's Wellsville Campus

▨ = StartUp NY Parcel; 7.869 Acres



200 N Main St, Alfred, NY; (SU-122-1-B-CERCO-000-A) two-story/multi-tenant building, 2,645 sq. ft.



= outline of Alfred State property



= outline of 200 N Main St, Alfred, NY



200 N Main St, Alfred, NY 14802; two-story/multi-tenant building, 2,645 sq. ft. (SU-122-1-B-CERCO-000-A)

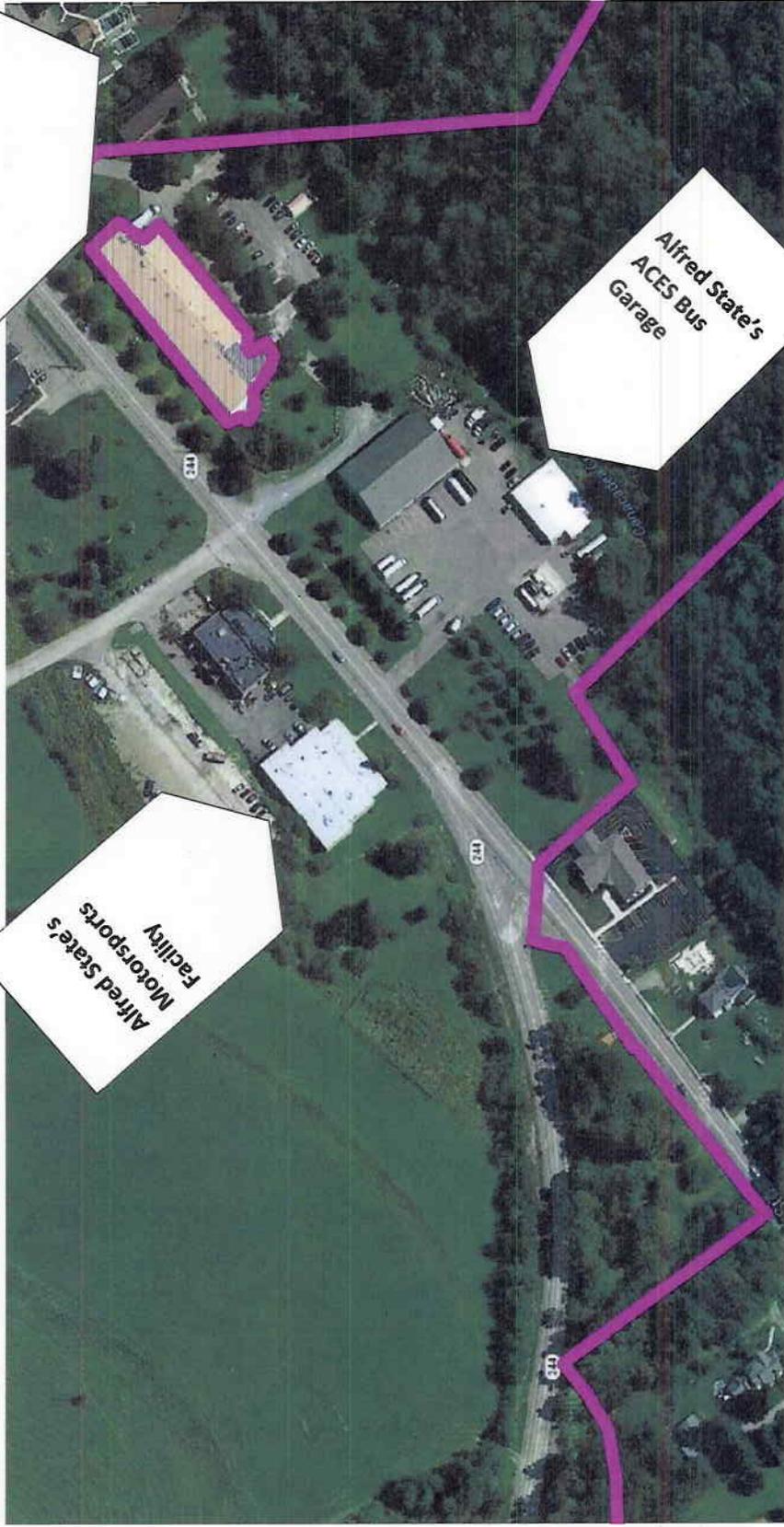
— = partial outline of Alfred State property

▭ = outline of Ceramic Corridor, two-story/multi-tenant building, 2,645 sq. ft.

(SU-122-1-B-CERCO-000-A)  
200 N Main St, Alfred, NY  
two-story/multi-tenant  
building, 2,645 sq. ft.

Alfred State's  
Motorsports  
Facility

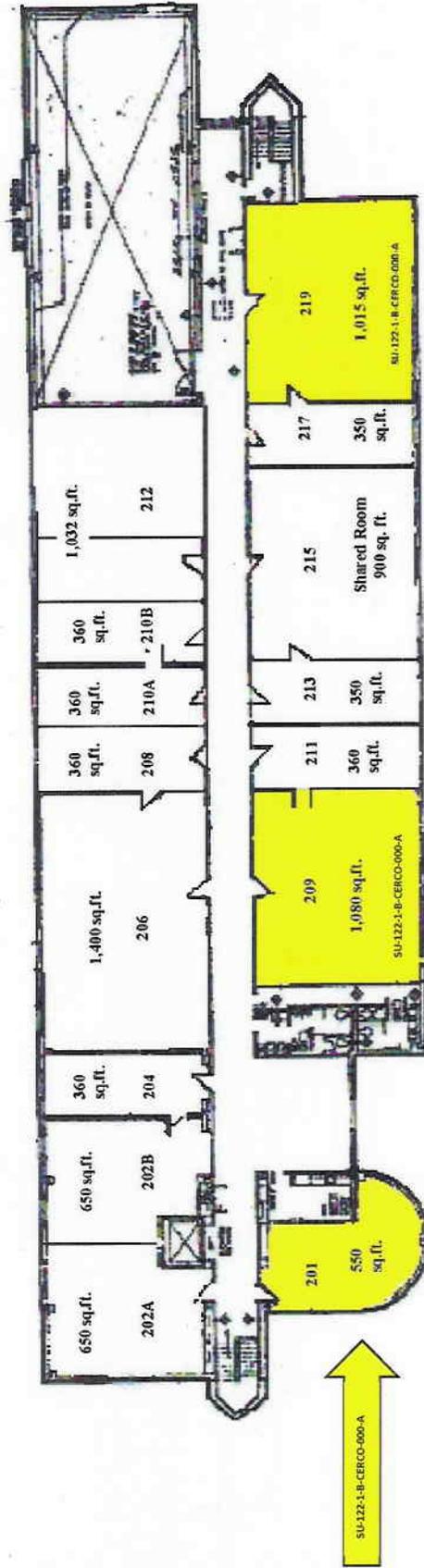
Alfred State's  
ACES Bus  
Garage



200 N Main St, Alfred, NY 14802; (SU-122-1-B-CERCO-000-A) 2,645 sq. ft. available in a two-story/multi-tenant building

— = outline of two-story/multi-tenant building

■ = 550 sq. ft., room 201; 1,080 sq. ft., room 209; and 1,015 sq. ft., room 219 – all located on the second floor;  
 Total available for lease = 2,645 sq. ft.

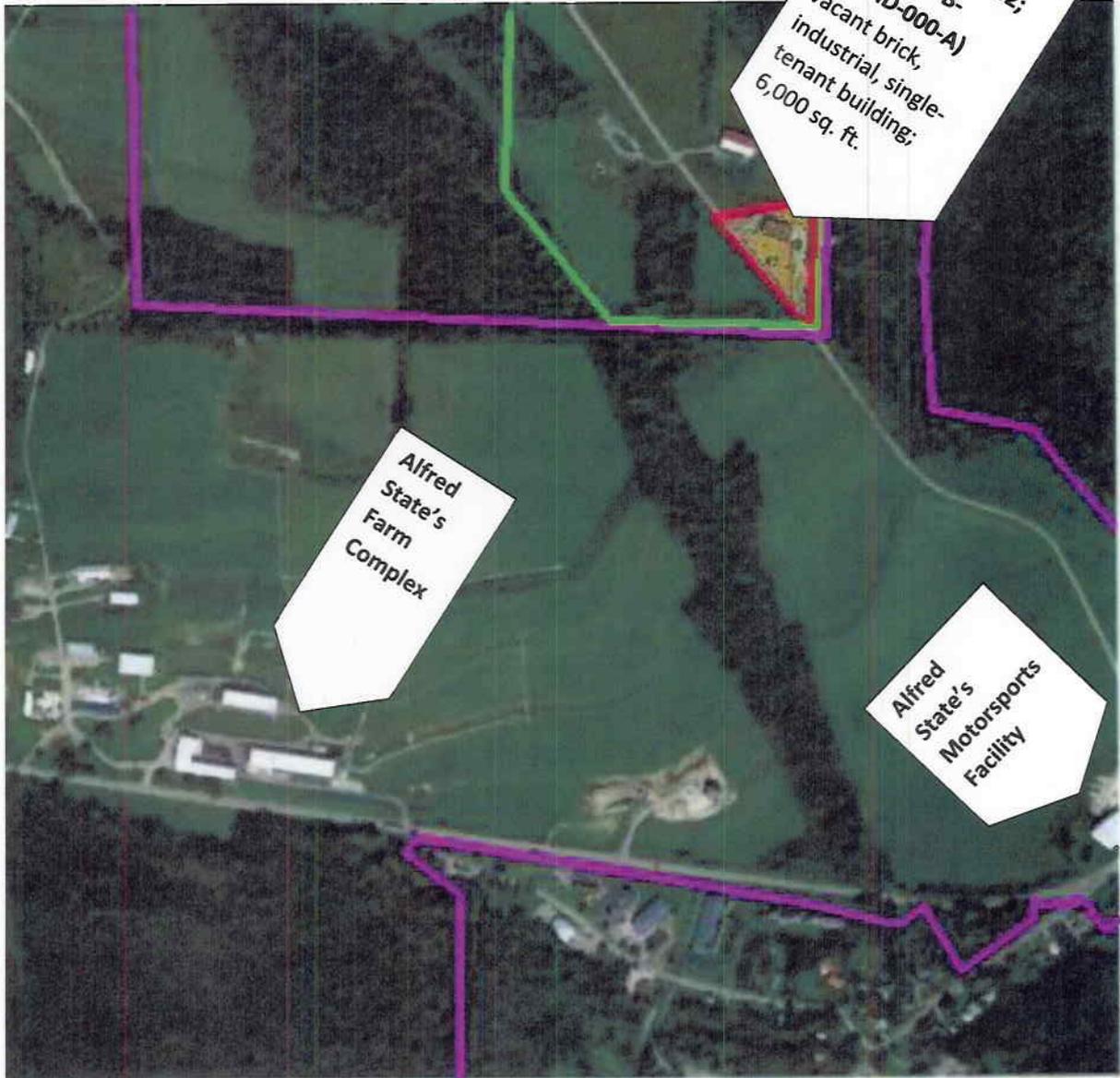


6150 Sugar Hill Rd, Alfred, NY 14802; (SU-122-2-B-CERMD-000-A) vacant 1.5-story, brick, industrial, single-tenant building; 6,000 sq. ft.

 = partial outline of Alfred State property

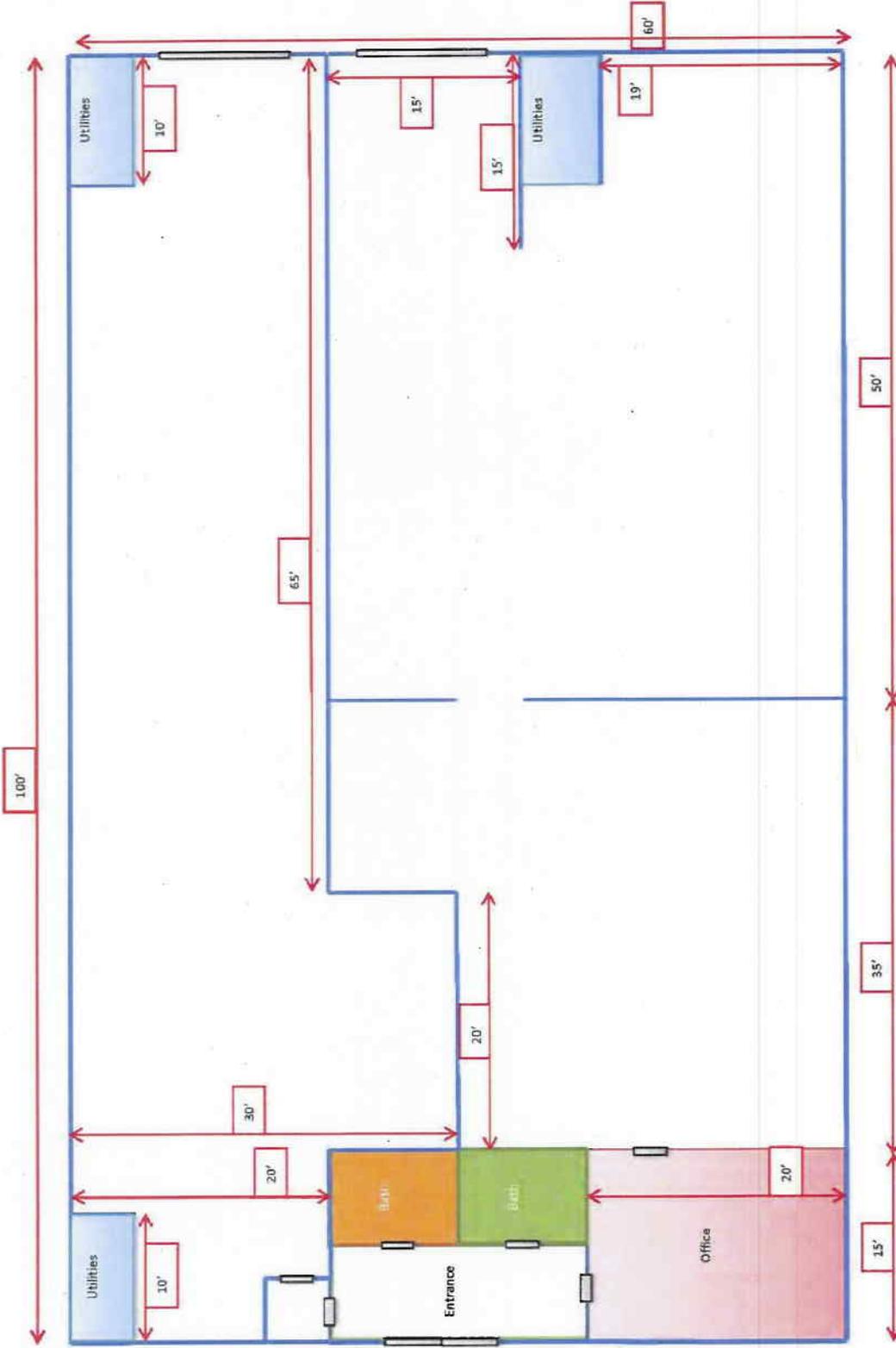
 = outline of 6150 Sugar Hill Rd, Alfred, NY 14802

 = partial outline of Sugar Hill Development Corp. property



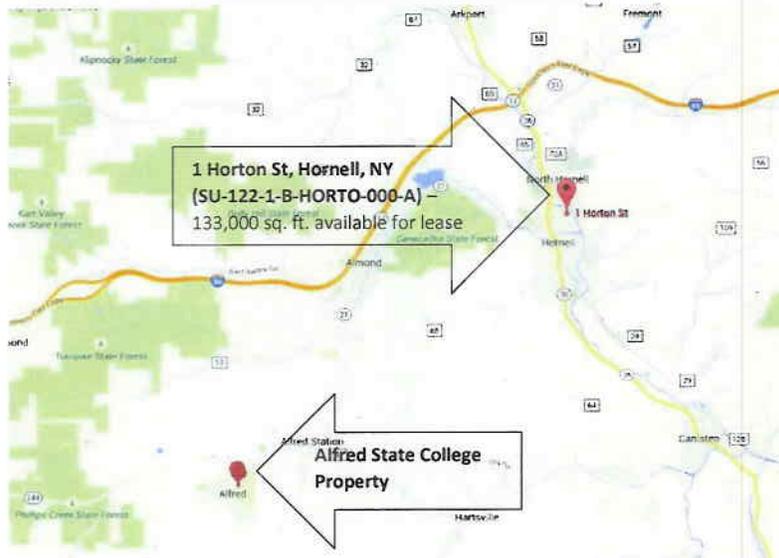
6150 Sugar Hill Rd, Alfred, NY 14802; (SU-122-2-B-CERMD-000-A)

Entire vacant, single-tenant, one-story manufacturing building, 6,000 sq ft

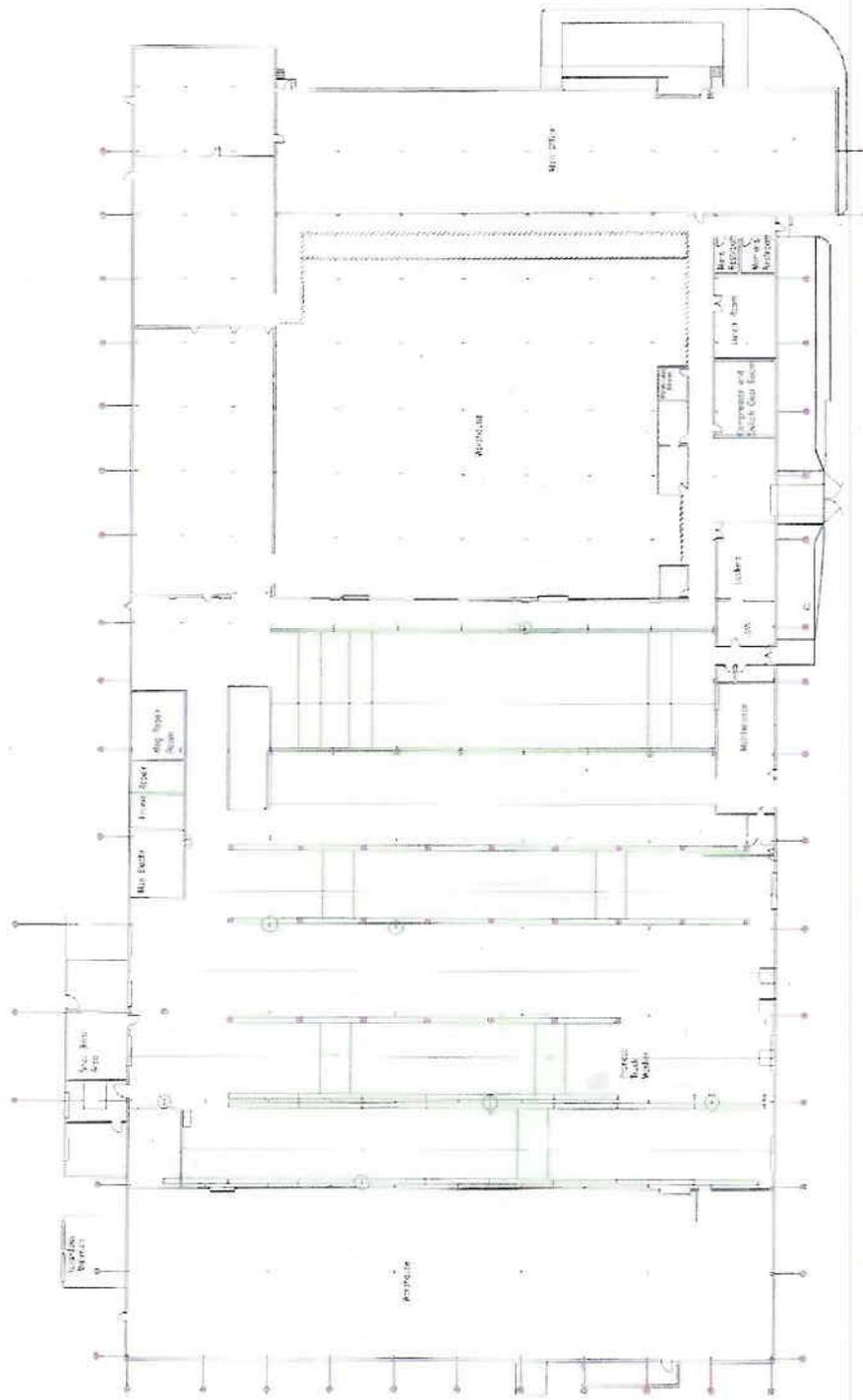


**1 Horton St., Hornell, NY 14843; (SU-122-1-B-HORTO-000-A)** vacant, single-tenant, one-story manufacturing building; 133,000 sq. ft.

 = outline of 1 Horton St. property

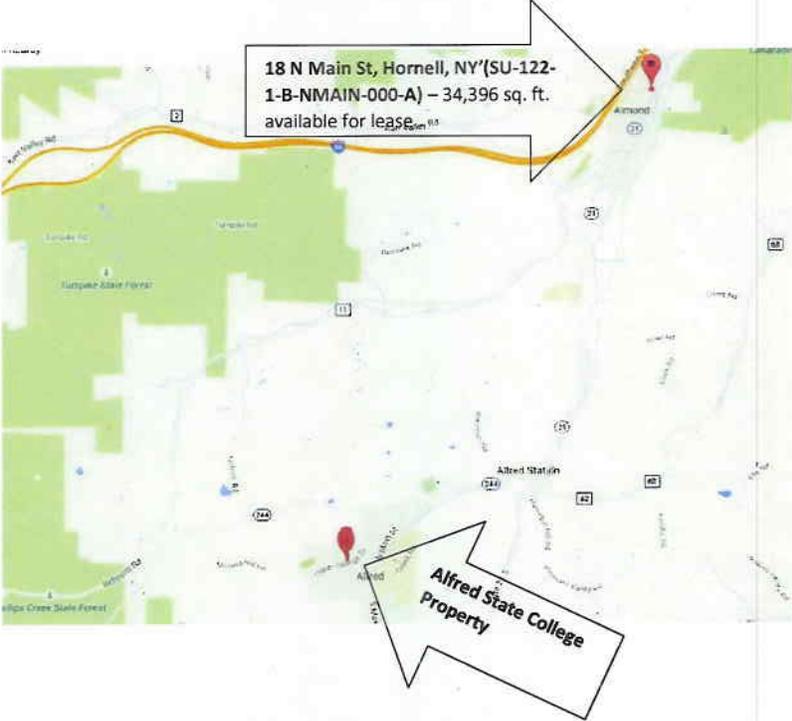
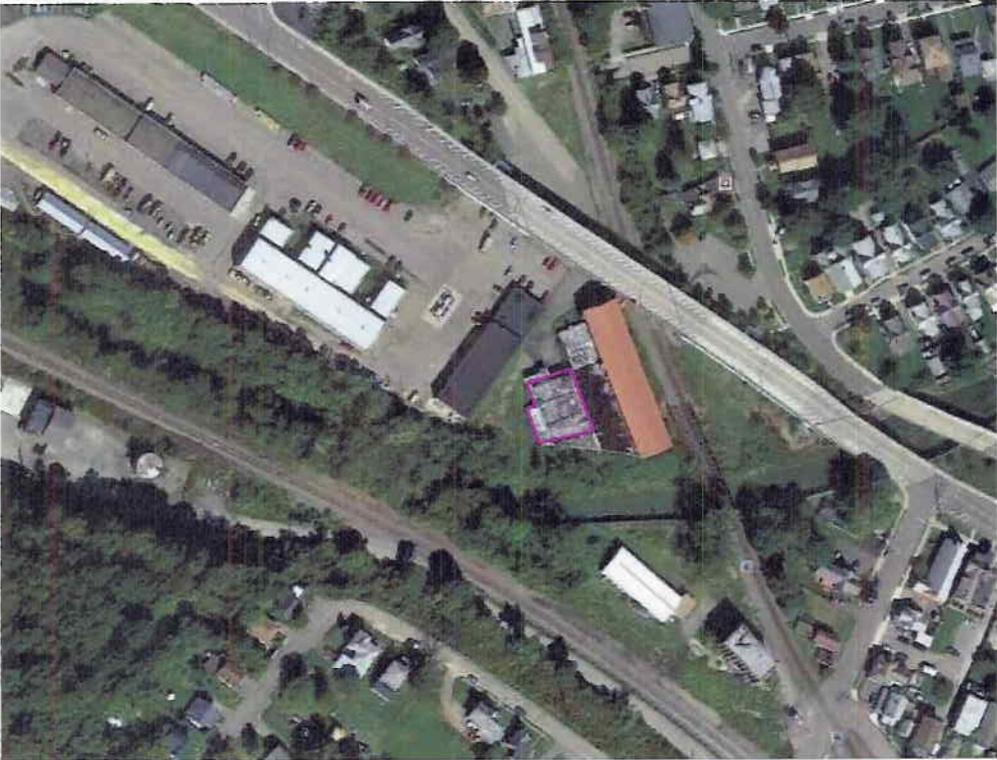


1 Horton St., Hornell, NY 14843; (SU-122-1-B-HORTO-000-A) Vacant, single-tenant, one-story manufacturing building available for lease; 133,000 sq. ft.



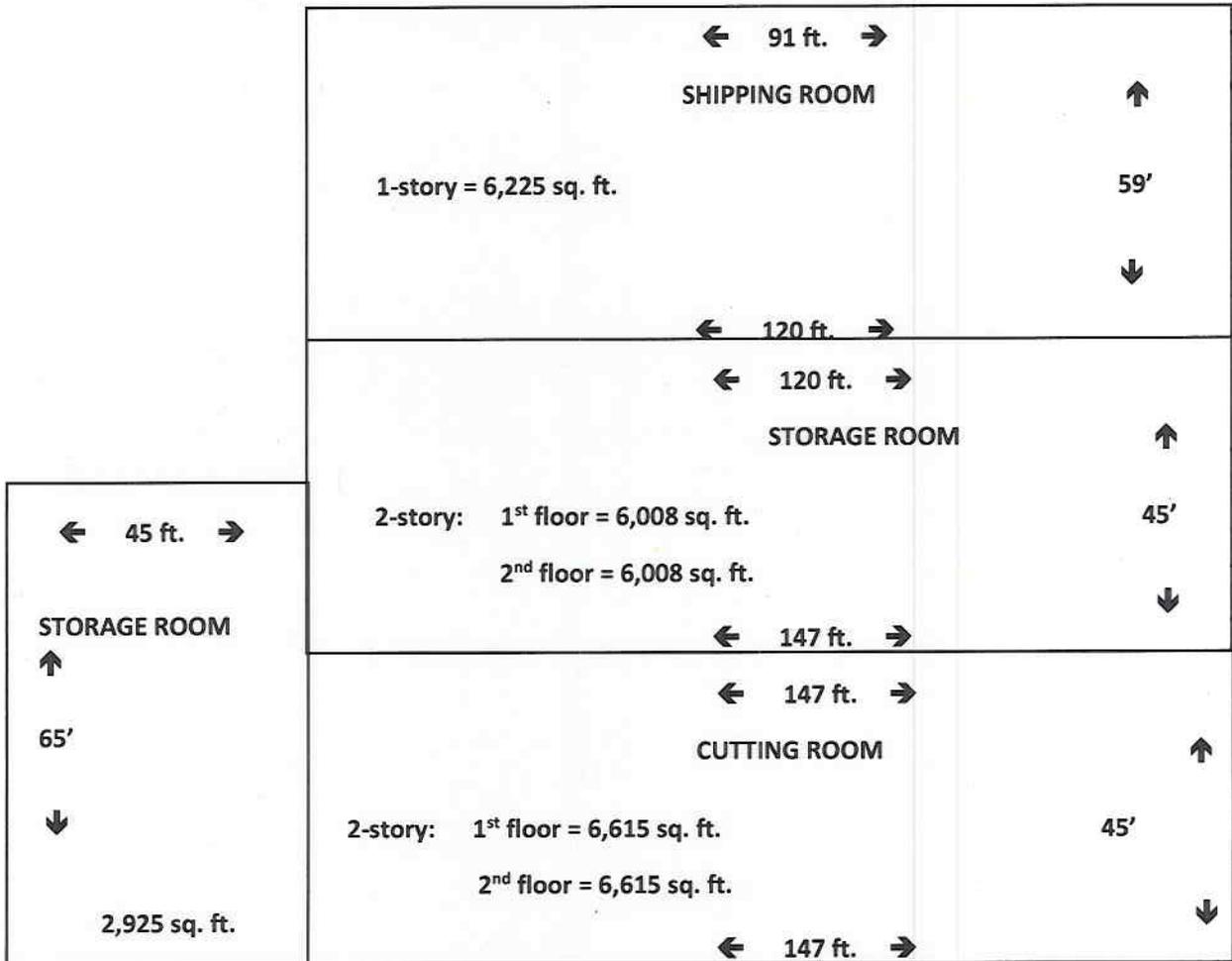
**18 N Main St., Hornell, NY 14843; (SU-122-1-B-NMAIN-000-A) Vacant, one-/two-story, single-tenant manufacturing building; 34,396 sq. ft.**

 = outline of 18 N Main St. property



18 N. Main St., Hornell, NY 14843; (SU-122-1-B-NMAIN-000-A)

Vacant, single-tenant, one-/two-story manufacturing building available for lease



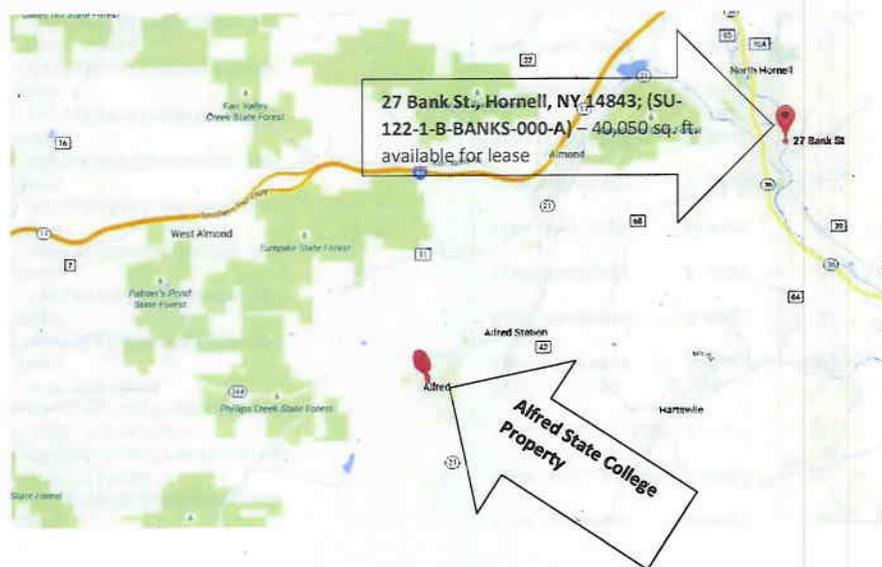
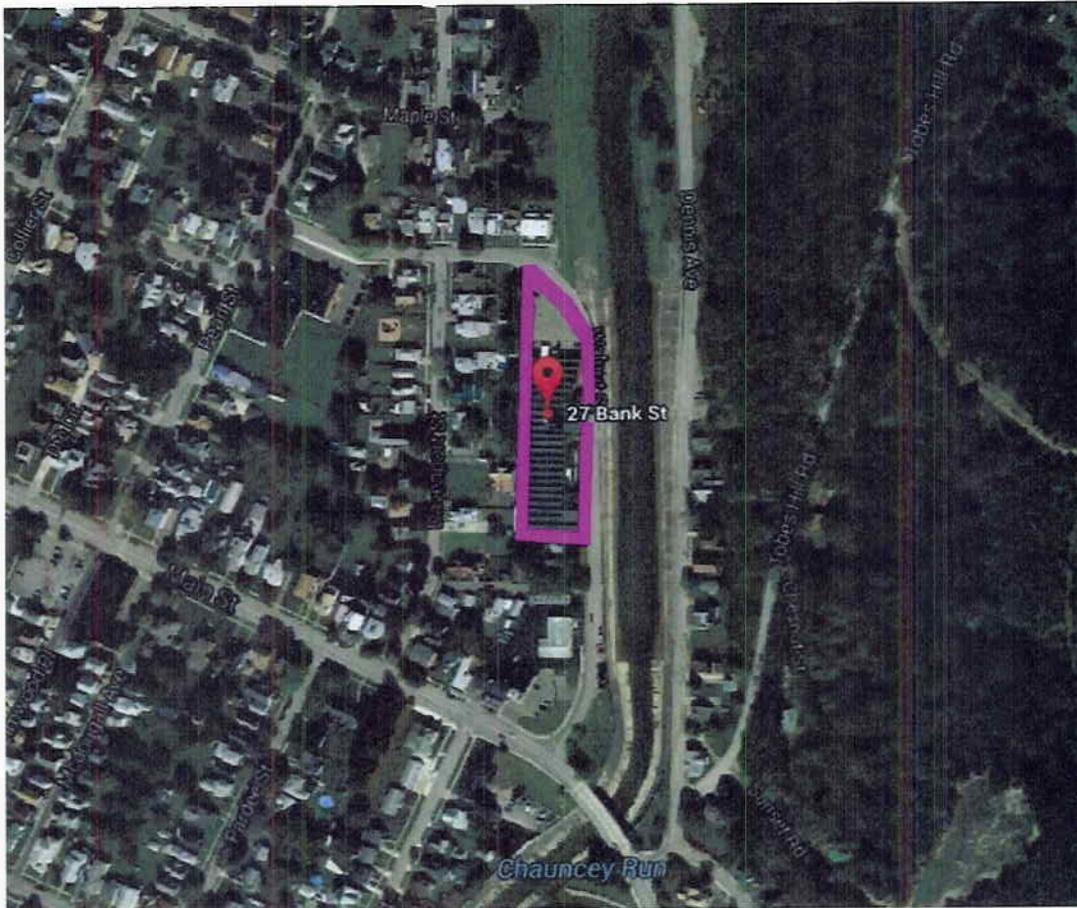
- No floor plans are available -

Ceiling height = 11 ft.

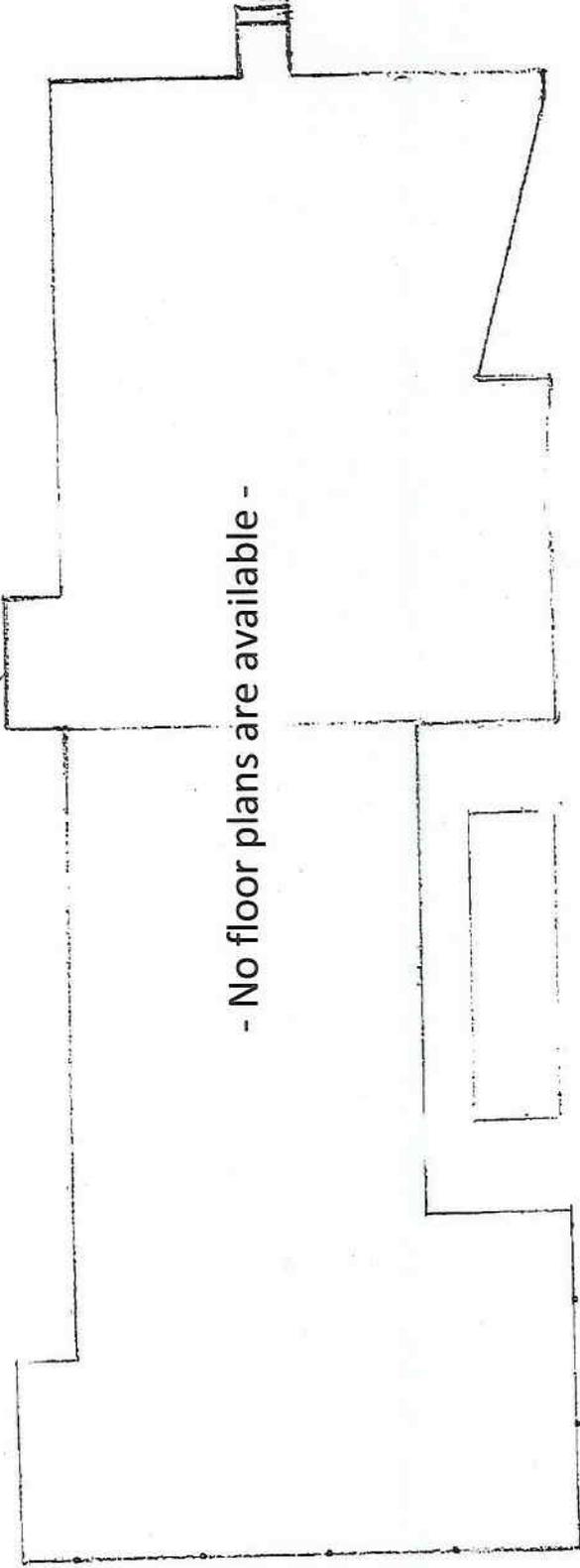
Total square footage = 34,396

27 Bank St., Hornell, NY 14843; (SU-122-1-B-BANKS-000-A) Vacant, one-story, single-tenant manufacturing building; 40,050 sq. ft.

 = outline of 27 Bank St. property



27 Bank St., Hornell, NY 14843; (SU-122-1-B-BANKS-000-A) Vacant, one-story, single-tenant manufacturing building available for lease; 40,050 sq. ft.



Ceiling height = 14 ft.

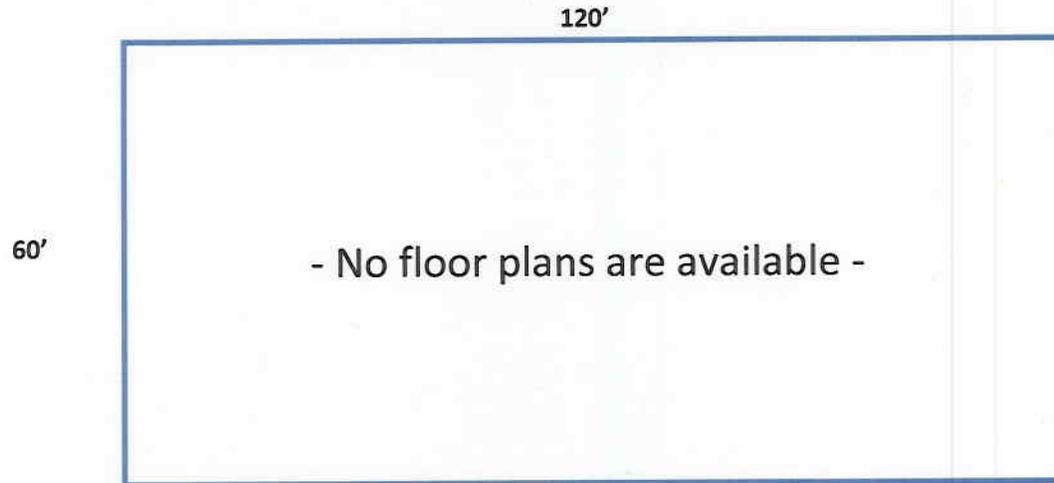
**6152 Sugar Hill Dr, Alfred Station, NY 14803; (SU-122-1-B-ACIDA-000-A)** Vacant, one-story, 60' x 120' shell/single-tenant warehouse building; 7,200 sq. ft.

 = outline of Alfred State and other Sugar Hill Dr property

 = outline of 6152 Sugar Hill Dr, Alfred Station, NY property



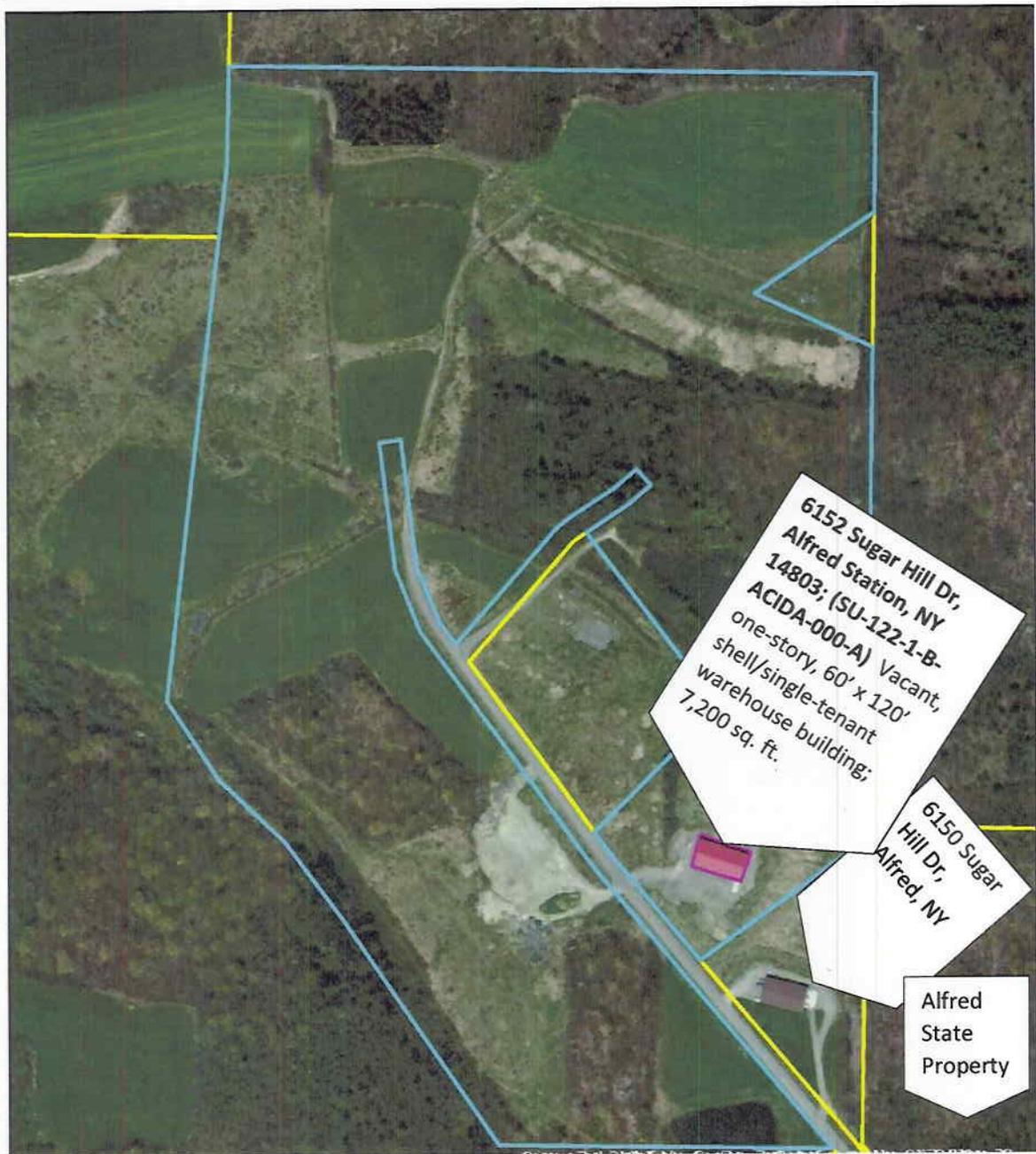
6152 Sugar Hill Dr, Alfred Station, NY 14803; (SU-122-1-B-ACIDA-000-A) Vacant, one-story, 60' x 120' shell/single-tenant warehouse building; 7,200 sq. ft.



**6152 Sugar Hill Dr, Alfred Station, NY 14803; (SU-122-1-B-ACIDA-000-A)** Vacant, one-story, 60' x 120' shell/single-tenant warehouse building; 7,200 sq. ft.

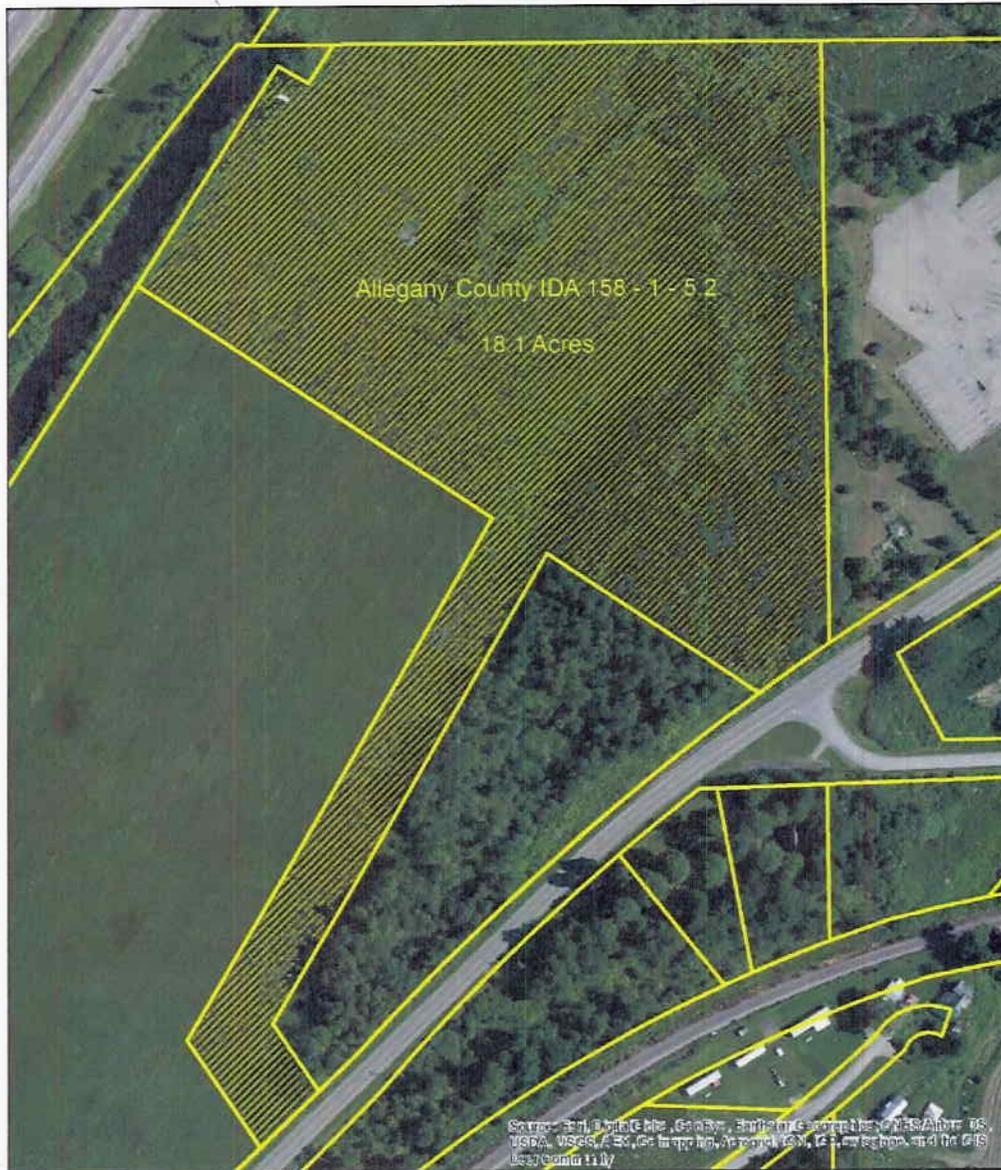
-  = partial outline of Alfred State property
-  = partial outline of other Sugar Hill Dr property

 = outline of 6152 Sugar Hill Dr, Alfred Station, NY property



**Rt 19N, Friendship, NY 14739; (SU-122-1-L-XROAD-000-A) 18.1 acres Vacant land**

 = outline of Rt 19N, Friendship, NY property



**24 Water St, Cuba, NY 14727; (SU-122-1-B-SANZO-000-A) Multi-tenant, one-story warehouse/manufacturing building; 87,000 sq. ft.**

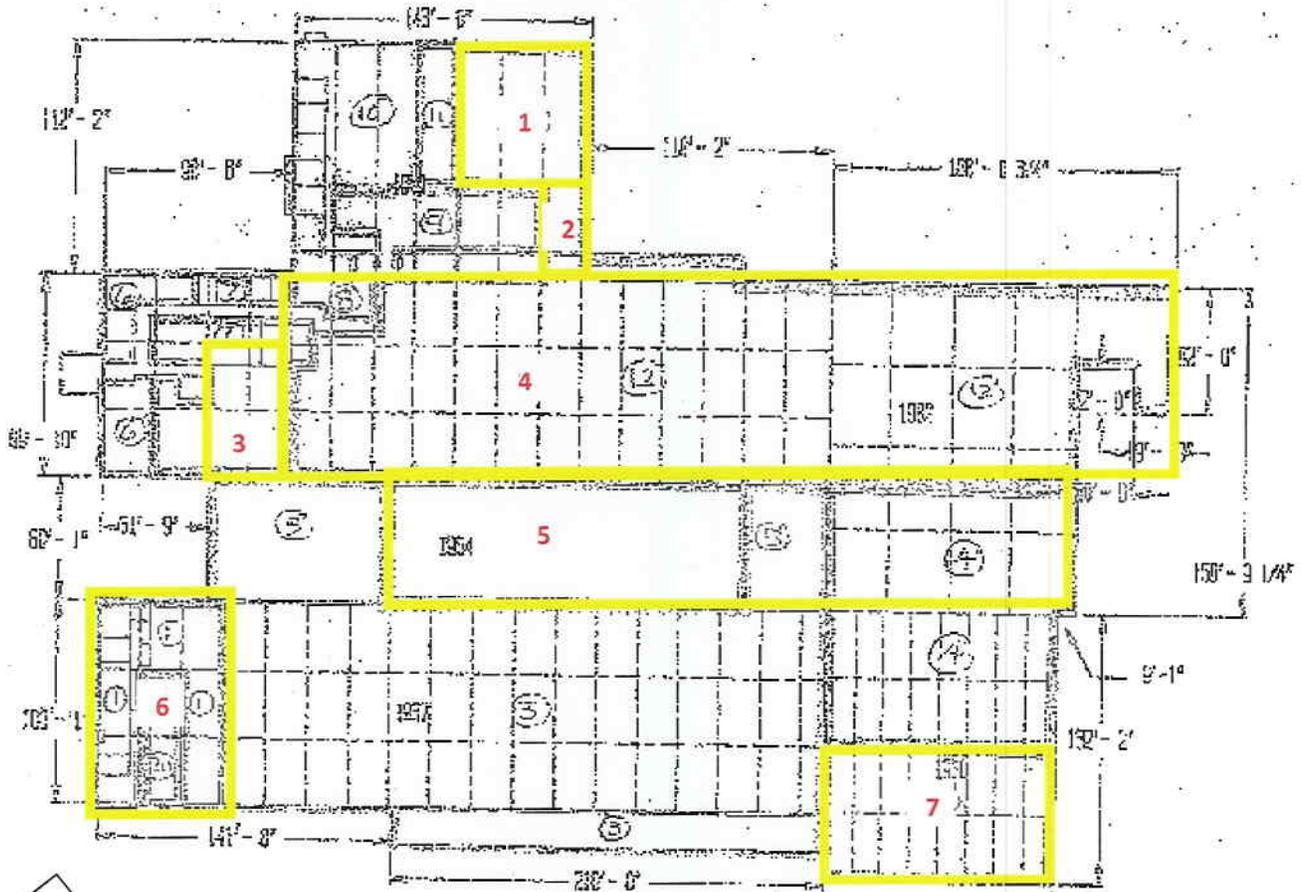
 = outline of 24 Water St., Cuba, NY property



24 Water St, Cuba, NY 14727; (SU-122-1-B-SANZO-000-A) Multi-tenant, one-story warehouse/manufacturing building; 87,000 sq. ft.

 = outline of vacant space available for lease inside 24 Water St property (75,000 sq. ft. warehouse/manufacturing space and 12,000 sq. ft. office space)

Rooms designated 1, 2, 3, 4, 5, 6, & 7 = vacant space inside 24 Water St property



County Rd 20/Belvidere Rd, Friendship, NY 14739; (SU-122-1-L-VANIP-000-A) 69.3 acres Vacant land

 = outline of Country Rd 20/Belvidere Rd property

