

**KEY TERMS AND CONDITIONS FOR DEVELOPMENT OF THE  
MICRON GREEN MANUFACTURING MEMORY CHIP FAB CAMPUS IN CLAY, NEW YORK  
("TERM SHEET")**

THIS DOCUMENT IS FOR PURPOSES OF DOCUMENTING DISCUSSIONS BETWEEN THE PARTIES. THE PROVISIONS OF THIS DOCUMENT AND STATEMENTS MADE IN RELATED CORRESPONDENCE, DRAFT DOCUMENTATION, AND DISCUSSIONS (INCLUDING BUT NOT LIMITED TO E-MAIL CORRESPONDENCE) SHALL NOT CONSTITUTE AN OFFER, ACCEPTANCE, FINAL PROPOSAL OR AGREEMENT. NOTHING CONTAINED HEREIN SHALL IMPOSE UPON ANY PARTY ANY DUTY TO NEGOTIATE, AND ANY PARTY MAY TERMINATE DISCUSSIONS AT ANY TIME FOR ANY REASON OR NO REASON WITHOUT NOTICE OR ANY OBLIGATION OR LIABILITY TO THE OTHER PARTIES. IN THE EVENT THAT THIS TERM SHEET IS SIGNED, THE PROVISIONS IT CONTEMPLATES SHALL ONLY BECOME EFFECTIVE TO THE EXTENT AND IN THE FORM THAT SUBSEQUENT LEGALLY BINDING AGREEMENTS, IF ANY, (THE "DEFINITIVE AGREEMENTS") ARE SIGNED. THE PARTIES AGREE THAT THIS DOCUMENT DOES NOT CONTAIN ALL OF THE TERMS AND CONDITIONS OF ANY ARRANGEMENT CONTEMPLATED BETWEEN THE PARTIES, WHICH TERMS AND CONDITIONS SHALL ONLY BE AS SET FORTH IN ANY DEFINITIVE AGREEMENTS THE PARTIES MIGHT REACH. NOTWITHSTANDING THE FOREGOING, PARTIES AGREE THAT SECTIONS 16 AND 17 ARE BINDING.

THE TERM SHEET MAY BE SIGNED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED TO BE AN ORIGINAL AND ALL OF WHICH WHEN TAKEN TOGETHER SHALL CONSTITUTE THE SAME TERM SHEET. ANY SIGNED COPY OF THE TERM SHEET MADE BY PHOTOCOPY, FACSIMILE OR PDF ADOBE FORMAT SHALL BE CONSIDERED AN ORIGINAL.

<p><b><u>Section 1</u></b> <b>PARTIES</b></p>	<p>1. "Parties" to this TERM SHEET shall include:</p> <ul style="list-style-type: none"> <li>a. Micron Technology, Inc., together with its New York subsidiary ("Micron");</li> <li>b. The New York State Urban Development Corporation d/b/a Empire State Development and New York State Department of Economic Development ("ESD");</li> <li>c. Onondaga County (the "County"); and</li> <li>d. Onondaga County Industrial Development Agency ("OCIDA" and, together with ESD, and County, the "New York Government Entities").</li> </ul>
<p><b><u>Section 2</u></b> <b>SHARED GOALS OF THE PARTIES</b></p>	<p>2. Micron is an industry leader in innovative memory and storage solutions transforming how the world uses information to enrich life for all. With a focus on its customers, technology leadership, and manufacturing and operational excellence, Micron delivers a rich portfolio of high-performance DRAM, NAND and NOR memory and storage products. The innovations that Micron employees create fuel the data economy, enabling advances in artificial intelligence and 5G applications.</p> <p>3. New York is a leading state in addressing the national semiconductor chip shortage while balancing economic opportunity with environmental sustainability. New York is home to the nation's leading inventory of semiconductor industry shovel-ready sites, the nation's most advanced public semiconductor R&amp;D facilities at the Albany NanoTech complex, the first-in-the-nation Green CHIPS incentives program, a robust industry supply chain, and an experienced industry workforce.</p> <p>4. Micron has announced a target to reach net-zero emissions from its operations and purchased energy by 2050, to use 100% renewable energy in its U.S.</p>

	<p>operations by the end of 2025 and to reduce greenhouse gas (GHG) emissions from its global operations by 42% by 2030.</p> <ol style="list-style-type: none"> <li>5. New York's Climate Leadership and Community Protection Act is one of the most ambitious climate laws in the world and requires New York to generate 70% of its electricity from renewable sources and reduce economy-wide greenhouse gas emissions 40 percent by 2030 and no less than 85 percent by 2050 from 1990 levels. By 2030, 70% of New York State's electricity will come from renewable sources, and, by 2040, the state is committed to 100% zero emission electricity generation.</li> <li>6. Micron has a strong commitment to diversity, equality and inclusion (DEI) for all. It has embedded six global DEI goals into its business, including: increase representation of underrepresented groups; drive equitable pay and inclusive benefits; strengthen its culture of inclusion; advocate for racial and LGBTQ+ equality; engage with diverse financial institutions for cash management; and increase representation and spend with diverse suppliers.</li> <li>7. New York views DEI as a core strength of the state and a key to its economic success. It has the largest and most ambitious supplier diversity program in the nation, awarding over \$3 billion, or more than 30% of State contracts to minority and women-owned businesses, and has an unmatched record of advancing equality and human rights for all throughout its history.</li> <li>8. Together, Micron and New York seek to advance their mutual semiconductor manufacturing, sustainability and DEI goals and create economic opportunity and mobility in the Central New York region.</li> </ol>
<p><b>Section 3</b> <b>PROJECT</b> <b>OVERVIEW</b></p>	<ol style="list-style-type: none"> <li>9. The Parties intend that Micron will develop a semiconductor fabrication complex over approximately twenty (20) years (the "Term") consisting of two phases to include the construction and equipping of up to four state-of-the art semiconductor memory fabrication facilities ("Fab") (the "Fab Complex").</li> <li>10. Phase 1 of the Fab Complex ("Phase 1") will occur over a ten-year period and include construction and equipping of two complete memory Fabs.</li> <li>11. It is anticipated that Phase 2 of the Fab Complex ("Phase 2") would be a second ten-year construction period and potentially include construction and equipping of two additional complete memory Fabs.</li> <li>12. Micron would build the Fab Complex at the White Pine Commerce Park located in Clay, New York on land owned by the OCIDA consisting of property depicted on the map showing the approximate boundaries of the White Pine campus, attached hereto as Exhibit A (the "Property"), subject to land surveys to confirm the exact size and boundaries of the Property, which has been acquired and developed by OCIDA to support the high-tech advanced manufacturing industry.</li> <li>13. Micron shall build and operate the Fab Complex in line with Micron's sustainability commitments and provide benefits to the community at large which will be detailed in agreements between the Parties as described in Sections 13 &amp; 14 below.</li> <li>14. Micron intends to spend approximately \$100 billion to build and outfit the Fab Complex, which includes the costs of design and construction, and the purchase of machinery and equipment to be installed at the Fab Complex.</li> <li>15. Through the completion of Phase 1 and Phase 2, the Fab Complex is expected to create 9,005 Micron workers in New York State with an expected average salary plus cash bonus of approximately \$100,000, as well as thousands of additional construction, indirect, and supply chain jobs within the state.</li> </ol>

	<p>16. Subject to Micron meeting, in all material respects, the investment, job, community benefit and sustainability commitments described herein, the New York Government Entities will provide the incentives as described below in Sections 9 through 11. The Parties further agree to work together to secure additional benefits described in Section 12.</p>
<p><b>Section 4</b> <b>THE PROPERTY</b></p>	<p>17. Upon application to OCIDA and following completion of SEQRA, it is intended that Micron shall enter into a lease agreement with OCIDA (lease payments will be credited toward the purchase price) including a triggering event obligating Micron to purchase the Property for Phase 1 for \$30 million upon achieving certain capital expenditure milestones to be set by the Parties. The purchase of remaining Property, upon Micron proceeding with Phase 2, will be for a nominal amount and triggered upon certain additional capital expenditures unknown at this time.</p> <p>18. Upon the triggering event for the future purchases of the Property, the transfer to Micron will be via a bargain and sale deed at a date agreed to by the Parties.</p> <p>19. Upon application by Micron to OCIDA for Phase 1 and following completion of SEQRA, a forty-nine (49) year Payment in Lieu of Tax Agreement ("PILOT") between Micron and the OCIDA will be advanced by OCIDA as stated in Section 11 below.</p>
<p><b>Section 5</b> <b>CONSTRUCTION</b> <b>OF THE FAB</b> <b>COMPLEX</b></p>	<p>20. Micron will construct the Fab Complex, at its sole cost and expense (except as otherwise provided in this Term Sheet), and the Fab Complex will be owned and operated by Micron. Phase 1 is expected to include:</p> <ul style="list-style-type: none"> <li>a. two complete memory Fabs expected to contain Extreme Ultraviolet Photolithography (EUV), each with approximately 1.8 million square feet of space with approximately 600,000 square feet of cleanroom space, and necessary ancillary facilities;</li> <li>b. all associated site utilities and related improvements including but not limited to: driveways, interior access roads, sidewalks, parking lots, landscaping and signage; and</li> <li>c. all necessary electric and gas utility and communications infrastructure internal to the site, including but not limited to all electric and gas receiving, transformation and distribution equipment on the site.</li> </ul> <p>21. Phase 2 is expected to include:</p> <ul style="list-style-type: none"> <li>a. two complete memory Fabs expected to contain EUV, each with approximately 1.8 million square feet of space with approximately 600,000 square feet of cleanroom space; and</li> <li>b. all associated site utilities and related improvements including but not limited to: driveways, interior access roads, sidewalks, parking lots, landscaping and signage.</li> </ul>
<p><b>Section 6</b> <b>OPERATION AND</b> <b>COSTS</b></p>	<p>22. Except as otherwise provided in this Term Sheet, Micron will be responsible for assuming and paying for all costs associated with operating and maintaining the Fab Complex, including, but not limited to, the following costs ("Operating Costs"):</p> <ul style="list-style-type: none"> <li>a. Utilities (heat, power, water, sewer, natural gas, telephone, etc.) necessary for the Fab Complex and manufacturing operations;</li> <li>b. All maintenance and capital repairs including all mechanical, electrical, plumbing, communication systems, and any long-term capital repairs of end-of-life replacements;</li> <li>c. Research and/or manufacturing materials supplies and consumables;</li> </ul>

	<ul style="list-style-type: none"> <li>d. Administration, engineering and operational staff costs, including payroll, overhead and benefits;</li> <li>e. Tool installation, repair, upgrades, removals and warranty;</li> <li>f. Insurance necessary to own and operate the Fab Complex;</li> <li>g. All taxes, special assessments or similar costs including any payment in lieu of tax payments. The PILOT program includes all applicable County, Town, and School real property taxes; and</li> <li>h. Improvements, such as custom build-outs, specialized equipment, and furniture, fixtures and equipment.</li> </ul>
<b><u>Section 7</u></b> <b>BUDGET</b>	<p>23. The Parties currently estimate that the total capital budget for the Fab Complex is approximately \$100 billion based on the following estimated costs:</p> <ul style="list-style-type: none"> <li>a. approximately \$48 billion over a ten-year time period for capital costs associated with the design, construction and equipping of Phase 1.</li> <li>b. approximately \$52 billion over a ten-year time period for capital costs associated with the design, construction and equipping of Phase 2.</li> </ul> <p>24. In addition, the operating costs at the Fab Complex are estimated to be \$65 billion over the Term.</p>
<b><u>Section 8</u></b> <b>JOB COMMITMENT</b>	<p>25. Micron will employ, as full-time permanent employees, a number of new jobs at the Fab Complex site within the annual employment goals set forth in the job schedules for Phases 1 and 2 as set forth in Exhibit B ("employment goals").</p> <p>26. Annual salaries plus cash bonuses of employees employed at the Fab Complex location by Micron are expected to average approximately \$100,000.</p> <p>27. Micron estimates capital investments and research and development investments as set forth in Exhibit B.</p>
<b><u>Section 9</u></b> <b>ESD INCENTIVES</b>	<p>28. Subject to the standard ESD application, approval process, and requirements, ESD will provide the following incentives to support the Fab Complex:</p> <ul style="list-style-type: none"> <li>a. In accordance with the ESD Incentive schedule attached as Exhibit B, and provided Micron meets the job and investment requirements contained therein, Excelsior Jobs Program benefits will be \$5.5 billion over the Term.</li> <li>b. ESD will provide (or will secure from another New York State government entity) the funding for and New York State will construct all roadway improvements for Phase 1 to New York State Route 31 that are deemed necessary under the State Environmental Quality Review Act (SEQRA). In the event that such costs are less than \$200 million, the balance will be used as infrastructure funding to make mutually agreed improvements to benefit the Fab Complex.</li> </ul>
<b><u>Section 10</u></b> <b>COUNTY INCENTIVES</b>	<p>29. The County and/or OCIDA shall cause to be created the following in support of the Fab Complex, which shall be subject to the County and OCIDA standard application and approval processes and requirements, including SEQRA, and shall be included in the Definitive Agreements:</p> <ul style="list-style-type: none"> <li>a. \$5 million Façade Grant to be used for exterior improvements to the on-site structure;</li> <li>b. \$5 million Workforce Attraction grant to assist with initial hiring during Fab Complex startup;</li> <li>c. \$10 million investment in conjunction with Syracuse University to establish a Semiconductor research and development initiative to be located at the Center of Excellence in Syracuse;</li> </ul>

	<ul style="list-style-type: none"> <li>d. \$5 million Workforce sustainability grant, \$500,000 for ten (10) consecutive years, to support local skill development for Onondaga County residents for future employees in the semiconductor manufacturing field that may be done in partnership with local institutions such as Onondaga Community College.</li> <li>e. The Onondaga County Department of Water and Environment Protection ("WEP") and the Onondaga County Water Authority ("OCWA") will provide systemwide sewer and water infrastructure upgrades as necessary to support the community, which in turn will meet the Fab Complex's needs as described in the water and wastewater demand information provided by Micron.</li> <li>f. Onondaga County Water Authority ("OCWA") will provide water in support of the Fab Complex. Attached as Exhibit C is OCWA's representation for water services.</li> <li>g. Onondaga County Department of Water and Environmental Protection ("WEP") will provide wastewater treatment and reclaimed water for the Fab Complex. Attached as Exhibit D is WEP's representation for services.</li> <li>h. Public transit will be extended to the Fab Complex site; Micron will install a public bus stop on the Fab Complex site.</li> <li>i. Roadway expansion and improvements to Caughdenoy Road will be made by the County to accommodate site access and local traffic.</li> </ul>
<p><b><u>Section 11</u></b>  <b>OCIDA INCENTIVES  &amp; BENEFITS</b></p>	<p>30. The OCIDA will provide the following benefits to the Fab Complex, which shall be subject to OCIDA's standard application and approval process (and which shall be further outlined in the Definitive Agreements):</p> <ul style="list-style-type: none"> <li>a. Reinvest the \$30 million purchase price into the Fab Complex site as mutually agreed upon and further outlined in the Definitive Agreements.</li> <li>b. Share relevant engineering and planning documents relating to the Property.</li> <li>c. Upon Micron's application to OCIDA for Phase 1 and completion of SEQRA, OCIDA shall, as outlined under the Definitive Agreements, proceed with Board consideration and OCIDA Executive Director recommendation for approval of a resolution to provide (i) proposed Real Property Tax Abatement under a 49-year PILOT agreement (with Year 1 payment being \$1,031,259 and increasing in Year 49 to \$2,667,941 in accordance with the schedule attached hereto as Exhibit E), (ii) sales and use tax exemption on all construction and building materials subject to sales and use tax involved with construction of Phase 1 and (iii) mortgage recording tax exemption; (collectively the "OCIDA Incentives"). OCIDA will agree to reduce the IDA fee that is customary, standard and outlined in the OCIDA application to a reasonable, flat fee sufficient to cover all professional and all associated costs incurred by OCIDA. OCIDA will utilize the IDA fee for payment of professional services (consultant, legal, etc.) and other development activities in support of the Fab Complex.</li> </ul>

	<ul style="list-style-type: none"> <li>d. Should Micron proceed with Phase 2 and following completion of SEQRA, upon application by Micron, OCIDA will proceed with Board consideration and OCIDA Executive Director recommendation for approval of OCIDA Incentives, including sales and use tax exemption, for such Phase 2.</li> <li>e. OCIDA and County will work with local governments to set reasonable, flat local permitting fees sufficient to cover professional costs of permitting.</li> <li>f. Preliminary Air Permit has been completed by OCIDA and will be transferred to Micron at no cost to Micron.</li> <li>g. A final, generic, supplement Environmental Impact Statement (EIS) as required under SEQRA has been completed by OCIDA at no cost to Micron.</li> </ul>
<b><u>Section 12</u></b> <b>ADDITIONAL INCENTIVES, ETC</b>	<p>31. Notwithstanding anything to the contrary in this Term Sheet, in addition to the incentives being provided by the New York Government Entities, the Parties agree to work together to secure the following additional benefits to support the Fab Complex, which will be included in the Definitive Agreements:</p> <ul style="list-style-type: none"> <li>a. An allocation of up to 140,000 kW of ReCharge NY ("RNY") power, to be supplemented as necessary with up to 788,000 kW of High Load Factor ("HLF") power from the New York Power Authority ("NYPA"), as outlined in the correspondence attached hereto as Exhibit F at estimated annual delivery costs further detailed in Exhibit G, inclusive of all identified discounts and exemptions. Subject to program availability, Micron may apply for additional RNY and HLF to support future expansions that require more job creation, capital investment and power.</li> <li>b. Service upgrades and other incentives by National Grid, including Excelsior Gas Rate discounts, as outlined in the correspondence attached hereto as Exhibit G.</li> </ul>
<b><u>Section 13</u></b> <b>COMMUNITY BENEFITS AGREEMENT</b>	<p>32. The Parties agree that a robust community benefits package is vital to the success of the Fab Complex and will commit to the following community investment framework:</p> <ul style="list-style-type: none"> <li>a. A total community benefits investment fund of \$500 million ("Green CHIPS Community Fund") into Central New York communities, with Micron committing to invest a minimum of \$250 million over the Term, ESD committing to invest \$100 million for workforce development and other community benefits, and the remaining \$150 million to be raised in partnership with Micron.</li> <li>b. The Green CHIPS Community Fund shall be used to (i) develop the local workforce; (ii) invest in education throughout Central New York; (iii) promote affordable housing; and (iv) provide additional benefits to Central New York communities; and</li> <li>c. Micron agrees that it will use good faith efforts to carry out the commitments set forth in Exhibit H and shall be subject to the requirements of the Excelsior Jobs Program Green CHIPS incentives.</li> <li>d. The Parties agree that mutual cooperation is necessary to achieve these commitments and goals. Except for Micron's commitment to invest \$250 million over the Term to the Green Chips Community Fund, to the extent such commitments and/or goals become infeasible or commercially</li> </ul>

	<p>impractical, the Parties agree to negotiate in good faith regarding alternative commitments and time frames consistent with providing a robust community benefits package.</p>
<p><b>Section 14</b> <b>SUSTAINABILITY</b> <b>REQUIREMENTS</b></p>	<p>33. The Parties agree that leading-edge sustainability commitments designed to mitigate greenhouse gas (“GHG”) emissions and other environmental impacts are vital to the success of the Fab Complex and will negotiate a Clean Energy and Sustainability Action Plan (“CESAP”), subject to the requirements of Excelsior Jobs Program Green CHIPS incentives and approval by ESD, that will strive for the highest standards practicable and that, at a minimum, shall require Micron to:</p> <ul style="list-style-type: none"> <li>a. Utilize 100% renewable energy for electricity by 2025 in its New York Fab Complex operations, which may include but not necessarily be limited to the use of renewable energy credits, and maintain that 100% renewable energy for electricity supply for the duration of the Term. In fulfilling this commitment, Micron shall prioritize in-state sources of renewable energy to the extent they are available, cost-effective, compatible with Micron’s corporate renewable energy definition and in alignment with New York State’s Clean Energy Standard.</li> <li>b. Achieve a minimum Gold LEED status for all Fabs, with commercially reasonable efforts made to achieve Platinum status at all Fabs, Gold LEED status for office buildings, and commercially reasonable efforts to achieve Platinum LEED status for all office buildings;</li> <li>c. Use best available control technology for mitigating and controlling GHG emissions from the commencement of the Fab Complex operations and implement commercially reasonable upgrades to maintain best available control technology for GHG mitigation through the Term;</li> <li>d. Commit to meeting applicable and mutually agreed GHG emissions standards specific to the Fab Complex that are reasonable and achievable given the state of technology advancements;</li> <li>e. Install on-site renewable energy systems and on-site battery storage systems to contribute to the Fab Complex’s energy needs to the extent practicable and consistent with Micron’s site development plan, including for resilience, peak-shaving, grid benefits, and other applications;</li> <li>f. Where feasible and cost effective (i) utilize green hydrogen (hydrogen formed through electrolysis powered by renewable electricity, without greenhouse gas emissions) to displace/replace natural gas and gray hydrogen consumption; (ii) support /participate in New York’s federal Hydrogen Hub proposal; and (iii) pursue other clean measures such as geothermal heat pumps for space heating and cooling loads;</li> <li>g. Adopt other mitigation measures for GHG process emissions where practicable;</li> <li>h. Commit to infrastructure for charging/fueling clean vehicles for employee, contractor, and Micron fleet use.</li> <li>i. Implement water conservation and efficiency measures;</li> <li>j. Adopt measures to reduce, avoid and re-use waste;</li> </ul>

	<ul style="list-style-type: none"> <li>k. Incorporate energy efficiency and electrification where feasible throughout the Term;</li> <li>l. Encourage contractors to utilize, to the extent they are reasonably available, suitable, and cost-effective, low-carbon construction vehicles and equipment and incorporate low-carbon building materials (green steel, green cement, etc.) into construction;</li> <li>m. Commit to environmentally sound practices, including green infrastructure such as permeable pavement, stormwater runoff management solutions, and sustainable wastewater management; and</li> <li>n. Report annually on the New York Fab Complex's progress related to the commitments made in this Section 14 and on its greenhouse gas emissions. With respect to confidential or proprietary information, ESD shall follow the process outlined in Public Officers Law Section 89(5) and will notify Micron accordingly.</li> </ul>
<b>Section 15</b> <b>DUE DILIGENCE,</b> <b>APPROVALS AND</b> <b>CONDITIONS</b>	<p>34. The Parties agree to cooperate with each other in good faith and will take reasonable actions as are necessary for the benefit of the Fab Complex and agree to negotiate in good faith in an effort to resolve any dispute, claim or controversy arising from or related to the Fab Complex or its construction.</p> <p>35. This Term Sheet is subject to, among other factors, the obtainment of all required approvals, including SEQRA, and to the provision by the Parties to provide all information reasonably requested by other Parties for the purposes of due diligence. Conditions precedent to Micron consummating the transaction and constructing the Fab Complex shall be Micron's receipt of adequate incentives related to the Fab Complex from the federal government pursuant to the CHIPS and Science Act of 2022, on terms acceptable to Micron, and issuance by ESD of Green Chips Regulations acceptable to Micron that accommodate semiconductor industry cyclicity.</p> <p>36. Failure of Micron to meet the spending or employment commitments may result in withholding of the grant funding and incentives made by the Parties in an amount and on terms to be negotiated by the Parties.</p> <p>37. OCIDA and County grants and tax benefits are subject to recapture as provided for under applicable law or program requirements.</p> <p>38. Any assignment of benefits or incentives for Micron and/or the Fab Complex to any successor in ownership of Micron or the Fab Complex will be subject to approval by the New York Government Entities, such approval not to be unreasonably withheld.</p> <p>39. The Parties agree that the specific development details of Phase 2, including but not limited to the site plan and any potential environmental impacts, are unknown at this time. Any such impacts shall be addressed as part of future SEQRA review, if necessary.</p>
<b>Section 16</b> <b>CONFIDENTIALITY</b>	<p>40. Unless otherwise mutually agreed upon, the Parties agree that the existence and terms and conditions of this Term Sheet are subject to confidentiality and further agree to coordinate with each other with respect to any related publicity. However, the Parties shall not be deemed to be in violation of this Section 16 if required to disclose information or documents pursuant to statute, regulation or court order, including the New York State Freedom of Information Law.</p>



<b>Section 17</b> <b>GOVERNING LAW</b>	41. This Term Sheet shall be governed by and construed under the laws of the State of New York.  [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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IN WITNESS WHEREOF, the parties hereto have executed this Term Sheet as of September [ ], 2022.

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A EMPIRE STATE DEVELOPMENT**

By: 

Name:

Office:

Date:

Kevin Younis

COO

September 22, 2022

**MICRON TECHNOLOGY, INC.**

By: 

Name:

Office:

Date:

Robert P. Beard

SVP, General Counsel & Secretary

September 22, 2022

**ONONDAGA COUNTY**

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

Name:

Office:

Date:

**ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

By: 

Name:

Office:

Date:

Robert M. Petrovich

OCIA Executive Director

September 22, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Term Sheet as of September [ ], 2022.

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A EMPIRE STATE DEVELOPMENT**

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

Name:

Office:

Date:

**MICRON TECHNOLOGY, INC.**

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

Name:

Office:

Date:


**ONONDAGA COUNTY**

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

Name:

Office:

Date:

 J. Ryan McMahon II  
County Executive  
9/21/22

**ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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

Name:

Office:

Date:

# EXHIBIT A

☐ WHITE PINE MEGA CAMPUS (± 1/114 acres)

**White Pine Mega Campus**  
December 20, 2021  
Town of Clay,  
New York

## NOTES

# EXHIBIT B



Excelsior Jobs Program  
Preliminary Schedule of Benefits  
Project Yankee - Green CHIPS

PHASE 1											
Benefit Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
Employment											
Upper Net New Job Commitment in NYS	1872	2832	3421	4040	4632	4680	4680	4680	4680	4680	4680
Minimum Net New Job Commitment in NYS	1000	1415	1710	2020	2314	2734	2995	3383	3926	4680	4680
Excelsior Jobs Credit	\$11,375,147	\$18,044,729	\$21,577,907	\$24,516,599	\$29,250,238	\$30,726,086	\$31,959,831	\$33,238,225	\$34,562,668	\$35,945,175	\$271,196,606
Investments											
Qualified Investment Commitment in NYS	\$2,215,981,686	\$3,902,964,096	\$3,808,786,755	\$4,388,227,605	\$5,027,616,546	\$5,760,827,517	\$5,299,978,308	\$4,983,658,778	\$5,789,379,395	\$6,399,248,550	\$47,576,669,238
Excelsior ITC	\$110,799,084	\$195,148,205	\$190,439,338	\$219,411,380	\$251,380,827	\$288,041,376	\$264,998,915	\$249,182,939	\$289,468,970	\$319,962,428	\$2,378,833,462
Research and Development											
R&D Expenditure Commitment in NYS	\$2,573,203	\$4,893,611	\$7,290,978	\$16,272,906	\$31,274,140	\$57,737,985	\$84,817,531	\$117,326,261	\$140,922,580	\$161,514,960	\$624,624,155
Excelsior R&D Credit	\$205,856	\$391,489	\$583,278	\$1,301,833	\$2,501,931	\$4,619,039	\$6,785,402	\$9,386,101	\$11,273,806	\$12,921,197	\$49,969,932
Total Value of Phase 1 Credits	\$122,380,088	\$213,584,423	\$212,600,523	\$245,229,812	\$283,132,997	\$323,386,501	\$303,744,149	\$291,807,264	\$335,305,444	\$368,828,799	\$2,700,000,000

PHASE 2											
Benefit Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	Totals
Employment											
Upper Net New Job Commitment in NYS	2436	3018	3464	3609	3900	3900	3900	3900	4201	4325	4325
Minimum Net New Job Commitment in NYS	1000	1250	1500	1700	2081	2463	2820	3219	3719	4325	4325
Excelsior Jobs Credit	\$14,998,367	\$19,311,060	\$23,063,187	\$24,989,144	\$28,074,095	\$29,202,860	\$30,362,259	\$31,584,757	\$35,388,874	\$37,888,524	\$274,863,127
Investments											
Qualified Investment Commitments in NYS	\$7,040,729,943	\$7,454,296,031	\$7,532,142,806	\$6,588,831,540	\$5,705,594,640	\$5,035,774,437	\$4,639,477,345	\$2,699,576,045	\$2,654,389,455	\$2,675,046,182	\$52,025,858,424
Excelsior ITC	\$316,832,847	\$335,443,321	\$338,946,426	\$296,497,419	\$256,751,759	\$226,609,850	\$208,776,481	\$121,480,922	\$119,447,525	\$120,377,078	\$2,341,163,629
Research and Development											
R&D Expenditure Commitments in NYS	\$185,716,069	\$216,818,634	\$234,913,507	\$240,996,375	\$260,592,398	\$283,034,192	\$292,185,751	\$304,239,250	\$308,428,788	\$301,264,233	\$2,628,189,199
Excelsior R&D Credit	\$13,000,125	\$15,177,304	\$16,443,945	\$16,869,746	\$18,241,468	\$19,812,393	\$20,453,003	\$21,296,747	\$21,590,015	\$21,088,496	\$183,973,244
Total Value of Phase 2 Credits	\$344,831,339	\$369,931,686	\$378,453,559	\$338,356,309	\$303,067,322	\$275,625,103	\$259,591,742	\$174,362,426	\$176,426,414	\$179,354,099	\$2,800,000,000

TOTAL CREDITS \$5,500,000,000

# EXHIBIT C





200 NORTHERN CONCOURSE  
PO BOX 4949  
SYRACUSE, NY 13221-4949

Central New York's Water Authority  
www.ocwa.org

PHONE: (315) 455-7061  
FAX: (315) 455-6649

August 10, 2022

Mr. Robert M. Petrovich, Director  
Onondaga County Office of Economic Development  
333 W. Washington St., Suite 130  
Syracuse, New York, 13202

Re: Project Yankee Updated Potable Water Rates

Dear Mr. Petrovich,

Thank you again for the opportunity to participate in the site visit involving Project Yankee. We at the Onondaga County Water Authority (OCWA) stand committed to supporting the County's efforts to make the White Pine Commerce Park a highly reliable and cost-effective solution for the customer.

OCWA has been requested to provide updated water rate information based upon revised end-user requirements recently provided by the customer. We are happy to provide the following rates:

Service Type	OCWA Rate
Potable Water Supply up to 20 MGD	\$1.72 per 1,000 gallons
Potable + Reclaimed Water Supply up to 24.4 MGD (Assumes 12-15 MGD RO recycled water supplied to White Pine)	\$1.72 per 1,000 gallons

All of the rates would be incorporated into a water service agreement to be executed by the parties.

Again, OCWA stands ready to work with the County and the customer to provide high quality and reliable water serve to the White Pine site that fully meets the customer's water needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey D. Brown', is written over a horizontal line.

Jeffrey D. Brown  
Executive Director

# EXHIBIT D



J. Ryan McMahon II, County Executive  
Shannon L. Harty, P.E., Commissioner  
650 Hiawatha Boulevard West  
Syracuse, New York 13204  
(315) 435-2260  
FAX (315) 435-5023  
<http://www.ongov.net/wep/>

September 2, 2022

Mr. Robert M. Petrovich, Director  
Onondaga County  
Office of Economic Development  
333 W. Washington Street, Suite 130  
Syracuse, NY 13202

**Re: White Pine Commerce Park – Sewer Services**

Dear Mr. Petrovich:

Onondaga County Department of Water Environment Protection ("OCDWEP") is prepared to provide utility services to the White Pine Commerce Park ("White Pine"), which will include sewage conveyance and treatment of municipal and industrial wastewater discharges from the site and a supply of high-quality, reclaimed water back to the end user. We anticipate a phased expansion of OCDWEP-owned infrastructure within the Oak Orchard Service Area including construction of new sewer collection infrastructure and upgrades to the Oak Orchard wastewater treatment plant. Utility services to the industrial park will be billed based on the following rates.

Utility Service	Billing Basis	Rate
Wastewater Conveyance and Treatment	Billed annually based on total metered sewer flows	High Volume User Rate \$2.20 per 1,000 gal
Industrial Wastewater Treatment Fees	Industrial Surcharge billed monthly based on metered industrial sewer flows and industrial wastewater constituents	Ammonia Surcharge \$1.4304/lb of TKN
		Total Dissolved Solids Surcharge \$0.4/lb of TDS
		Total Suspended Solids Surcharge
Effluent Water Supply	Water supply billed monthly based on metered water flow	\$1.45 per 1,000 gal

*\*Rates proposed and estimated based on known treatment concept plans and estimated industrial wastewater characteristics provided. Actual rates will be established once a final treatment plan, industrial permit and sewer service agreements have been established.*

Under the rates noted above and the updated wastewater projections provided on September 1, 2022, OCDWEP anticipates a 20-yr O&M cost of \$625M.

Please let me know if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon L. Harty".

Shannon L. Harty, P.E.  
Commissioner

cc: Nathaniel Stevens, Office of Economic Development  
David Snyder, P.E., Deputy Commissioner, OCDWEP

# EXHIBIT E



ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
333 WEST WASHINGTON STREET, SUITE 130, SYRACUSE, NY 13202  
PHONE: 315.435.3770 • FAX: 315.435.3669 • WWW.ONGOVED.COM

**Project Yankee Draft PILOT Payment Schedules**  
**Revised Sept 8, 2021**

Year	PILOT Payment	Projected PILOT Savings
1	\$ 1,031,259	\$ 3,464,488
2	\$ 1,051,885	\$ 3,533,778
3	\$ 1,072,922	\$ 3,604,454
4	\$ 1,094,381	\$ 3,676,543
5	\$ 1,116,268	\$ 3,750,074
6	\$ 1,138,594	\$ 3,825,075
7	\$ 1,161,366	\$ 3,901,577
8	\$ 1,184,593	\$ 3,979,608
9	\$ 1,208,285	\$ 4,059,200
10	\$ 1,232,450	\$ 4,140,384
11	\$ 1,257,099	\$ 4,223,192
12	\$ 1,282,241	\$ 4,307,656
13	\$ 1,307,886	\$ 4,393,809
14	\$ 1,334,044	\$ 4,481,685
15	\$ 1,360,725	\$ 4,571,319
16	\$ 1,387,939	\$ 4,662,745
17	\$ 1,415,698	\$ 4,756,000
18	\$ 1,444,012	\$ 4,851,120
19	\$ 1,472,892	\$ 4,948,143
20	\$ 1,502,350	\$ 5,047,105
21	\$ 1,532,397	\$ 5,148,048
22	\$ 1,563,045	\$ 5,251,009
23	\$ 1,594,306	\$ 5,356,029
24	\$ 1,626,192	\$ 5,463,149
25	\$ 1,658,716	\$ 5,572,412
26	\$ 1,691,890	\$ 5,683,861
27	\$ 1,725,728	\$ 5,797,538
28	\$ 1,760,243	\$ 5,913,488
29	\$ 1,795,447	\$ 6,031,758
30	\$ 1,831,356	\$ 6,152,393
31	\$ 1,867,984	\$ 6,275,441
32	\$ 1,905,343	\$ 6,400,950
33	\$ 1,943,450	\$ 6,528,969
34	\$ 1,982,319	\$ 6,659,548
35	\$ 2,021,965	\$ 6,792,739
36	\$ 2,062,405	\$ 6,928,594
37	\$ 2,103,653	\$ 7,067,166
38	\$ 2,145,726	\$ 7,208,509
39	\$ 2,188,640	\$ 7,352,680
40	\$ 2,232,413	\$ 7,499,733
41	\$ 2,277,062	\$ 7,649,728
42	\$ 2,322,603	\$ 7,802,722
43	\$ 2,369,055	\$ 7,958,777
44	\$ 2,416,436	\$ 8,117,952
45	\$ 2,464,765	\$ 8,280,311
46	\$ 2,514,060	\$ 8,445,918
47	\$ 2,564,341	\$ 8,614,836
48	\$ 2,615,628	\$ 8,787,133
49	\$ 2,667,941	\$ 8,962,875
Total	\$ 84,501,999	\$ 283,882,226

# EXHIBIT F



KATHY HOCHUL  
Governor

## NY Power Authority

JOHN R. KOELMEL  
Chairman

JUSTIN E. DRISCOLL  
Interim President and Chief Executive Officer

September 19, 2022

Micron Technology, Inc.  
White Pine Commerce Park, Onondaga County, NY

To whom it may concern,

Based on the information provided about the expansion project proposed by Micron Technology, Inc. (“the Company”), New York Power Authority (“NYPA”) staff will seek approval for an award of up to 140,000 kW of ReCharge New York (“RNY”) power and 788,000 kW of High Load Factor power (“HLF”) from the NYPA Board of Trustees in accordance with the following table:

1. Phase 1 – Years 1-3 with a start date of 2023 – 20,000 kW of High Load Factor Power
2. Phase 2 - Years 4-8 with a 2026 start date – 140,000 kW of RNY\* and up to 304,000 kW of HLF\*\*:
  - a. The Company’s commitment to a capital investment of at least \$19,343,576,688;
  - b. The Company’s commitment to at least 2,314 new FTE jobs located onsite at the White Pine Commerce Park site in Onondaga County, NY.
3. Phase 3 – Years 9+ with a 2031 start date – an additional allocation of RNY\* and up to 464,000 kW HLF\*\*, the total of which will comprise the Company’s total additional demand:
  - a. The Company’s commitment to a capital investment of at least \$80,258,950,972;
  - b. The Company’s commitment to at least 9,005 new FTE jobs (inclusive of Phase 2 commitments) located onsite at the White Pine Commerce Park site in Onondaga County, NY.

\*Additional allocations of RNY are subject to program availability.

\*\*The total amount of power awarded shall not exceed the Company’s total demand.

The RNY contract with NYPA would be for a term of seven (7) years and may be renewed for multiple terms. The HLF contract with NYPA would be for a term of ten (10) years and may be renewed for multiple terms. All power allocations are contingent upon the following additional requirements, among other things:

- (1) Completion and submission of an application for RNY and HLF power;
- (2) A review of the applications with consideration of all legislative program criteria;

The Company’s new load created as part of the expansion project being at least 928,000 kW for the total project;

- (3) The Company’s commitment to a capital investment as outlined in the Phases above with a total capital investment of at least \$99,000,000,000;
- (4) The Company’s commitment to at least 9,005 new FTE jobs as outlined in the Phases above that are located onsite at the White Pine Commerce Park site in Onondaga County, NY; and

(5) The NYPA Board of Trustees providing approval for this allocation at a future meeting.

If there are any questions or concerns do not hesitate to contact me or Richard Smith at (716) 842-3234 or via email at [Richard.smith@nypa.gov](mailto:Richard.smith@nypa.gov).

Best regards,

A handwritten signature in black ink, appearing to read "Eric Bowers", with a long, sweeping horizontal line extending to the right.

**Eric S. Bowers**

Director, Power Contracts & Tariffs | Clean Energy Solutions

**New York Power Authority**

123 Main St.

White Plains, NY 10601

914-390-8139 | [eric.bowers@nypa.gov](mailto:eric.bowers@nypa.gov)

[www.nypa.gov](http://www.nypa.gov)



# EXHIBIT G



September 21, 2022

Robert M. Petrovich  
Director-Office of Economic Development Onondaga County  
Executive Director-Onondaga County Industrial Development Agency  
333 West Washington Street Suite 130  
Syracuse, NY 13202

Dear Mr. Petrovich:

On behalf of National Grid, I am happy to provide updated information related to utility rate savings that will be available to Project Yankee, as part of "Team New York's" continuing effort to attract this transformational project to the White Pine Commerce Park. This information is supplemental to National Grid's December 2, 2021 incentive letter to you from our NY President, Rudolph Wynter, as well as my subsequent letter of September 9, 2022.

NYS Excelsior Jobs Program (EJP) Discounts -- Electricity

Project Yankee's proposed receipt of benefits from both the EJP program **and** power allocations from the New York Power Authority (NYPA) will provide Yankee a choice of two rate options for electric delivery. One option provides a reduced National Grid demand charge but requires the customer to make standard contributions to New York State's System Benefits Charge (SBC) and the Efficiency Transition Implementation Plan (ETIP). The second option requires the customer to pay National Grid's standard demand charge but provides an exemption to both the SBC and ETIP. Both options also include exemption from the Legacy Transition Charge (LTC).

While both options provide opportunities for significant savings, based on current information the surcharge exemption option will likely be more beneficial to Project Yankee. These potential benefits are detailed in the attached electric pricing analysis, "Project Yankee Electric Rate Estimate," which presents a total view of estimated electricity costs for the 2023-2040 timeframe. This information has been updated to reflect the revised project timeline recently provided by Project Yankee.

It is important to note that Project Yankee will not be required to choose between the two rate options until such time that they qualify for EJP benefits and have accepted their NYPA power allocation(s). Yankee will also have an opportunity to revisit the two options each time their NYPA allocations change, which is likely to occur several times over the analysis period. This will provide Yankee valuable flexibility in the event future changes to rates and surcharges shift the economics in favor of the discounted delivery rate option.



Excelsior Jobs Program (EJP) Discounts – Natural Gas

The Excelsior Jobs Program also enables NYS utilities to provide discounted natural gas delivery service. A recent National Grid analysis indicates the potential value of these discounts to be roughly \$35,000 per month, or over \$400,000 annually. The EJP delivery rate is subject to change through regulatory proceedings, but Public Service Law requires the discounted rate to be equal to the utility's incremental cost of providing service – which ensures that National Grid's EJP delivery rate will continue to represent an attractive offering in future years.

Excelsior Jobs Program – 20-year term of benefits

In accordance with the EJP provisions of the NYS "Green CHIPS" legislation, National Grid is in the process of revising its electric and natural gas EJP tariffs for regulatory approval, to provide up to 20 years of EJP benefits for eligible Green CHIPS projects -- double the normal stream of utility benefits provided by our current tariffs. Project Yankee's enrollment in National Grid's EJP program will be necessary for us to provide the EJP gas discount, and it will also provide access to the EJP discounted delivery rate option described above, in the event that Project Yankee decides to select that option at any point during the 20-year period.

On behalf of National Grid, we look forward to moving this exciting project forward.

Sincerely,

A handwritten signature in dark ink, appearing to read "Arthur Hamlin".

Arthur Hamlin  
Economic Development Manager, National Grid

Rudolph Wynter  
President, National Grid New York



December 2, 2021  
Confirmed August 8, 2022

Robert M. Petrovich  
Director-Office of Economic Development Onondaga County  
Executive Director-Onondaga County Industrial Development Agency  
333 West Washington Street Suite 130  
Syracuse, NY 13202

Dear Mr. Petrovich:

On behalf of National Grid, I am happy to provide this summary of utility infrastructure improvements, economic development incentives and other benefits National Grid will provide as part of "Team New York's" effort to attract Project Yankee to the White Pine Commerce Park.

Summary of Energy Infrastructure Upgrades and Costs.

The conceptual estimated costs for National Grid to provide electricity and natural gas infrastructure to the White Pine Commerce Park site are \$31 million and \$12 million, respectively. The electric service plan includes the work necessary to bring two 345 kV cables underground from National Grid's Clay substation to a customer/developer-built substation on the White Pine site. The customer substation would receive the power at 345 kV for transformation down to 115 kV and ultimately to the customer's site distribution voltage. The natural gas service plan involves installation of approximately 2.5 miles of 124 psig, 12" distribution main with 30 psig delivery pressure, and installation of a new transmission regulator station with heaters. These electric and gas utility costs would be paid upfront by Project Yankee, subject to the potential "revenue assurance" offsets described below.

Revenue Assurance Benefits

The estimated \$31 million in electric infrastructure costs described above may be significantly reduced if the customer elects to enter into a revenue assurance (minimum demand) contract, backed by a letter of credit. A preliminary analysis based on load information provided by the customer indicates that a 7-year minimum demand contract could reduce Project Yankee's estimated up-front electric infrastructure costs to \$18.5 million. Please note that this revenue assurance benefit is only applicable to the "first" set of facilities, i.e. not the costs associated with the second (redundant) 345 kV line. Also, the revenue assurance benefit is only applicable to facilities constructed by National Grid. Similarly, our preliminary analysis indicates that Project Yankee's estimated up-front gas infrastructure costs could be reduced from \$12 million to \$11 million through revenue assurance. The natural gas revenue assurance benefit is based on a 2-year revenue stream, and it does not require a letter of credit.

Economic Development Grants

Project Yankee's infrastructure costs may be further reduced through National Grid's economic development grant programs, specifically our Electric and Gas Capital Investment Incentives. Based on our understanding of the proposed project, this customer would be eligible for the maximum program

Rudolph Wynter  
President, National Grid New York



awards of \$750,000 and \$500,000 for the electric and gas programs, respectively. These are reimbursable grants, and the payments will be provided upon completion of the infrastructure work as well as the larger capital project. Additionally, National Grid proposes to double these grant amounts by treating Yankee's two major phases as separate qualifying projects. This would yield total cash grants of \$1.5 million and \$1 million for the electric and gas programs, respectively. Finally, National Grid proposes to file a petition with the New York Public Service Commission on behalf of Project Yankee, to direct an additional \$2 million in electric funding and \$4 million in gas funding toward the infrastructure requirements of this project. These funds currently are reserved in regulatory accounts for future use in our Economic Development grant programs. National Grid has engaged in preliminary discussions with regulatory staff at the NYS Department of Public Service, and we believe such a petition would be favorably received by the Commission in light of the extraordinary and unique regional economic benefits that would accompany Project Yankee's investment in New York State. In total, the proposed Economic Development grants, in combination with the revenue assurance benefits described above, would reduce Project Yankee's estimated electric and gas upgrade costs to \$15 million and \$6 million, respectively.

#### National Grid Ownership of the 345 kv-115 kv Substation

National Grid is willing to consider taking title to the 345 kV-115 kV substation and delivering power to Project Yankee at 115 kV. The substation would be built by the customer to National Grid's technical, construction and commissioning standards, and the asset would be transferred to National Grid for operation and maintenance<sup>1</sup>. National Grid's potential ownership of the "high side" transformation would represent a significant operational and financial benefit to Project Yankee.

#### Excelsior Jobs Program (EJP) Discounts

Also aimed at reducing Project Yankee's operating costs, National Grid proposes to provide electric delivery discounts to Project Yankee through the Excelsior Jobs Program (EJP). This program provides deep discounts on the monthly demand charge for eligible customers for a period of up to 10 years. A recent National Grid analysis indicates the potential value of these discounts to Project Yankee could exceed \$2 million per month at full project build-out. The EJP rate is subject to change through regulatory proceedings, but Public Service Law requires the discounted rate to be equal to the utility's incremental cost of providing service – which ensures that National Grid's EJP delivery rate will continue to represent an extremely attractive offering in future years. Finally, to the extent that New York State may determine that each major phase of Project Yankee's build-out is eligible for a separate 10-year streams of EJP benefits, National Grid would be able to extend and expand the application of our EJP discount program accordingly.

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<sup>1</sup> This assumes any state and county tax abatements transfer to National Grid for the duration of National Grid ownership and that National Grid would be allowed by its regulators to recover its operating and maintenance costs via our tariff.

Rudolph Wynter  
President, National Grid New York



Additional Opportunities for Partnership

National Grid is eager to discuss potential collaboration with Project Yankee in the areas of green hydrogen, battery storage, power quality and energy efficiency. We are confident that our experience, expertise and capabilities in these areas will generate exciting opportunities for Project Yankee and National Grid to work together in achieving both of our companies' aggressive clean energy objectives.

Sincerely,

A handwritten signature in black ink that reads "Rudolph Wynter".

Rudolph Wynter  
President, National Grid New York

**Project Yankee Electric Rate Estimate**  
September 21, 2022  
SC 3A Transmission delivery, Central Region

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Average Demand (kW)	8,000	8,000	20,000	84,000	140,000	253,000	313,000	464,000	607,000	700,000
Load factor	0.17	0.17	0.54	0.92	0.93	0.95	0.95	0.95	0.95	0.95
Monthly kWh	992,800	992,800	7,884,000	56,414,400	95,046,000	175,455,500	217,065,500	321,784,000	420,954,500	485,450,000
Annual kWh	11,913,600	11,913,600	94,608,000	676,972,800	1,140,552,000	2,105,466,000	2,604,786,000	3,861,408,000	5,051,454,000	5,825,400,000

**Electricity Delivery Charges (National Grid)**

Customer Charge (basic monthly service charge)	\$86,400	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Demand Charge, billed per kW	\$284,160	\$295,680	\$748,800	\$3,144,960	\$5,241,600	\$9,472,320	\$11,718,720	\$17,372,160	\$22,726,080	\$26,208,000
System Benefits Charge (clean energy surcharge), billed per kWh	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VDER (Value of Distributed Energy Resources surcharge), billed per kWh	\$182	\$182	\$455	\$1,909	\$3,182	\$5,750	\$7,114	\$10,545	\$13,795	\$15,909
Clean Energy Standard - Delivery surcharge, billed per kWh	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Delivery Charges</b>	<b>\$370,742</b>	<b>\$385,662</b>	<b>\$839,255</b>	<b>\$3,236,869</b>	<b>\$5,334,782</b>	<b>\$9,568,070</b>	<b>\$11,815,834</b>	<b>\$17,472,705</b>	<b>\$22,829,875</b>	<b>\$26,313,909</b>
Delivery cost per kWh	\$0.0311	\$0.0324	\$0.0089	\$0.0048	\$0.0047	\$0.0045	\$0.0045	\$0.0045	\$0.0045	\$0.0045

**Electricity Supply Charges (NYPA and Market)**

**Supply Sources:**

NYPA ReCharge NY (RNY) Allocation, kW	-	-	-	64,000	120,000	140,000	140,000	140,000	140,000	140,000
Procured from Market Sources, kW	8,000	8,000	20,000	20,000	20,000	113,000	173,000	324,000	467,000	560,000

										2030+ Renewable Energy Credits used to green
NYPA ReCharge NY Supply Cost	-	-	-	\$18,103,760	\$35,737,297	\$41,970,188	\$41,970,188	\$38,838,453	\$38,838,453	\$38,838,453
RNY Supply cost per kWh	-	-	-	\$0.0351	\$0.0366	\$0.0368	\$0.0368	\$0.0341	\$0.0341	\$0.0341
Mkt Supply Cost	\$469,501	\$469,501	\$3,728,395	\$6,081,292	\$6,395,056	\$37,059,558	\$56,737,200	\$106,259,264	\$142,707,875	\$171,131,048
Mkt. Supply cost per kWh	\$0.03941	\$0.03941	\$0.03941	\$0.03773	\$0.03925	\$0.03941	\$0.03941	\$0.03941	\$0.03672	\$0.03672
<b>Total Electric Supply Costs</b>	<b>\$469,501</b>	<b>\$469,501</b>	<b>\$3,728,395</b>	<b>\$24,185,052</b>	<b>\$42,132,353</b>	<b>\$79,029,747</b>	<b>\$98,707,388</b>	<b>\$145,097,117</b>	<b>\$181,546,328</b>	<b>\$209,969,501</b>
<b>Total Annual Electric Bill</b>	<b>\$840,243</b>	<b>\$855,363</b>	<b>\$4,567,649</b>	<b>\$27,421,921</b>	<b>\$47,467,135</b>	<b>\$88,597,817</b>	<b>\$110,523,222</b>	<b>\$162,570,423</b>	<b>\$204,376,203</b>	<b>\$236,283,410</b>
<b>Estimated Monthly Bill</b>	<b>\$70,020</b>	<b>\$71,280</b>	<b>\$380,637</b>	<b>\$2,285,160</b>	<b>\$3,955,595</b>	<b>\$7,383,151</b>	<b>\$9,210,268</b>	<b>\$13,547,535</b>	<b>\$17,031,350</b>	<b>\$19,690,284</b>
<b>"All In" Estimated Average Price per kWh</b>	<b>\$0.07053</b>	<b>\$0.07180</b>	<b>\$0.04828</b>	<b>\$0.04051</b>	<b>\$0.04162</b>	<b>\$0.04208</b>	<b>\$0.04243</b>	<b>\$0.04210</b>	<b>\$0.04046</b>	<b>\$0.04056</b>

**NOTES**

- \* Price estimates are based on demand and load factor projections provided by Yankee
- \* Estimated average price per kWh in 2023 and 2024 is relatively high due to the low load factor (17%) projected by Yankee in the first two years
- \* National Grid provides electric delivery services only (transmission and distribution), and does not own/operate generation facilities in upstate NY. Electricity supply costs are determined through the competitive market.
- \* Electricity supply cost estimates were derived from average market prices for calendar years 2020 and 2021; future supply costs will vary based on market conditions and may be volatile
- \* National Grid delivery charges (Customer Charge and demand charge) through 2025 are based on rates approved by NYPSC on January 20, 2022.
- \* Beyond 2025, the demand charge is subject to change through regulatory proceedings.
- \* Surcharge rates (System Benefits Charge, VDER, Clean Energy Standard) are based on current values
- \* Availability of the EJP discounted rate through 2040 is contingent on NYS approval of a 20-year Excelsior Jobs benefit period, as currently proposed.
- \* ReChargeNY Rates are "fixed" for a 7 year term but subject to a annual adjustment factor based on three indices capped at +/- 5%.
- \* The three indices are Producer Price Index - Industrial Power, the EIA Industrial Rate and the Producer Price Index Industrial Commodities Less Fuel. These cannot be forecasted.
- \* NYPA reserves the right to freeze these annual adjustments, which occurred in 2020, and were subsequently adjusted downward in 2021.
- \* All supply costs include forecasted renewable energy credit (REC) costs required to achieve 100% "Green-e" certified renewable supply
- \* REC cost estimates are indicative of current market pricing
- \* Beyond 2029, RECs needed to achieve 100% renewable will begin to phase out due to New York Climate Act requirements

RNY and Other Market Power

2033	2034	2035	2036	2037	2038	2039	2040
790,000	890,000	928,000	928,000	928,000	928,000	928,000	928,000
0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
547,865,000	617,215,000	643,568,000	643,568,000	643,568,000	643,568,000	643,568,000	643,568,000
6,574,380,000	7,406,580,000	7,722,816,000	7,722,816,000	7,722,816,000	7,722,816,000	7,722,816,000	7,722,816,000
\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
\$29,577,600	\$33,321,600	\$34,744,320	\$34,744,320	\$34,744,320	\$34,744,320	\$34,744,320	\$34,744,320
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$17,955	\$20,227	\$21,091	\$21,091	\$21,091	\$21,091	\$21,091	\$21,091
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$29,685,555	\$33,431,827	\$34,855,411	\$34,855,411	\$34,855,411	\$34,855,411	\$34,855,411	\$34,855,411
\$0.0045	\$0.0045	\$0.0045	\$0.0045	\$0.0045	\$0.0045	\$0.0045	\$0.0045
140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000
650,000	750,000	788,000	788,000	788,000	788,000	788,000	788,000
n up 30% market power due to CLCPA requirements							
\$38,838,453	\$38,838,453	\$38,838,453	\$38,838,453	\$38,838,453	\$38,838,453	\$38,838,453	\$38,838,453
\$0.0341	\$0.0341	\$0.0341	\$0.0341	\$0.0341	\$0.0341	\$0.0341	\$0.0341
\$198,634,252	\$229,193,368	\$240,793,049	\$240,793,049	\$240,793,049	\$240,793,049	\$240,793,049	\$240,793,049
\$0.36721	\$0.03672	\$0.03672	\$0.03672	\$0.03672	\$0.03672	\$0.03672	\$0.03672
\$237,472,705	\$268,031,821	\$279,631,502	\$279,631,502	\$279,631,502	\$279,631,502	\$279,631,502	\$279,631,502
\$267,158,260	\$301,463,648	\$314,486,913	\$314,486,913	\$314,486,913	\$314,486,913	\$314,486,913	\$314,486,913
\$22,263,188	\$25,121,971	\$26,207,243	\$26,207,243	\$26,207,243	\$26,207,243	\$26,207,243	\$26,207,243
\$0.04064	\$0.04070	\$0.04072	\$0.04072	\$0.04072	\$0.04072	\$0.04072	\$0.04072



# EXHIBIT H

## Exhibit H: Micron Community Investment Framework

As part of its proposal for a Community Investment Framework under Empire State Development's Green CHIPS program, Micron is committing to the following:

### Providing Employment Opportunities for Diverse and Disadvantaged Populations

- Micron will work with state and local partners and construction contractors and subcontractors to **establish a target percentage of the construction workforce to be from disadvantaged populations**. Micron will encourage contractors to conduct focused recruiting and pipeline development activities to strive, in good faith, to meet the target, and Micron will require contractors to report their results. *Final goal will be established in consultation with the Community Advisory Committee and documented under a Green CHIPS Community Plan.*
- Micron will encourage construction contractors and subcontractors to **utilize Syracuse Build as a first source model** to identify candidates for hiring from disadvantaged populations.
- Micron will **establish a target percentage of permanent hires for facility operations to be made from targeted census tracts and historically disadvantaged populations** as mutually defined by Micron and state/local partners. The company will conduct focused recruiting and pipeline development activities (such as with the STEAM School, Syracuse Central School District, and/or BOCES) to strive, using good faith efforts, to meet the target. *Final goal will be established in consultation with the Community Advisory Committee and documented under a Green CHIPS Community Plan.*
- Micron will **establish an intern program** (number of positions to be determined but is expected to be in the range of 3-5% of the Central NY headcount, which will ramp up over time). Micron will agree to set a **target percentage of those positions to be filled by individuals from historically disadvantaged populations** and will conduct good faith, focused recruiting activities to strive to meet the target. *Final goal will be established in consultation with the Community Advisory Committee and documented under a Green CHIPS Community Plan.*
- Micron will commit to **employing measures and programming to increase construction contracting and work participation by underrepresented populations** to expand the construction ecosystem and remove barriers to SEDI (Socially and Economically Disadvantaged Individuals/entities, including 51% owned, operated, and controlled by one or more individuals of underrepresented groups, including the following underrepresented populations: Women Owned Business, Minority Owned Business, Rural Businesses, Person(s) with Disability Owned Business, LGBT+ Owned Business, Veteran Owned Business and Service-Disabled Veteran Owned Business, Small Business Administration 8(a) program or Historically Underutilized Business Zone, and as may be defined by U.S. Department of Commerce for purposes of CHIPS) participation.

### Diverse Business Contracting and Utilization

- Micron will **use good faith efforts to achieve 30% of eligible construction spend** from eligible categories with SEDI contractors, with priority given to NYS Certified M/WBEs and SDVOBs. Eligible categories include contracts to be agreed by parties for the direct construction of a wafer fabrication facility and associated buildings. Eligible categories will not include procurement of specialized semiconductor equipment that is built into a wafer fabrication facility, such as instrumentation and controls, as well as abatement, water, chemical, and gas equipment. Eligible categories also will not include permits, government fees and similar matters.
- Micron will **use good faith efforts to achieve 20% of its eligible annual operating spend with diverse suppliers** (defined as SEDI entities, with priority given to NYS Certified M/WBEs and SDVOBs). Eligible annual operating spend includes contingent labor, landscaping, janitorial services, cafeteria services, general maintenance, office supplies, HR services, marketing services, other professional services, local logistics, fleet management, tool installation labor, and insurance and bank fees.
- Micron will **commit to investing in regional supplier diversity contracting and programming**, to support and develop SEDI contractors, with priority given to NYS Certified M/WBEs and SDVOBs.
- Micron will **require applicable Tier 1 and Tier 2 suppliers to establish goals for percentage of spend with diverse suppliers** and will require annually reporting spend with diverse suppliers.

### Education and Workforce Pipeline Development

- Micron will **invest \$10 million over 10 years in the Syracuse STEAM School** and other STEM-related K-12 programs in the region, as part of its commitment to the Green CHIPS Community Investment Fund. The company will discuss with state and local partners, in good faith, a level of participation by company leaders and other team members in collaborating on curriculum development and learning experiences.
- Micron and ESD will **partner with and invest in** New York higher educational institutions to **develop curriculum and facilities for training** on the knowledge and skills needed for semiconductor manufacturing, research and development, and other critical disciplines, and Micron will commit to hiring graduates of such programs.

### Workforce Support Programs

- Micron will **subsidize the building and maintenance of a childcare facility** (early morning/daytime) on-site or adjacent to the site for team members to use during the operational phase. Micron will consider subsidizing other childcare facility operating costs.
- Micron will provide team member **incentives for use of public transit**.
- Micron will **install a public bus stop** on the Fab Complex site. The company will collaborate with the regional transit authority to extend public transit to the Fab Complex site.

### Community Engagement

- Micron will work with a **local Community Advisory Committee** to facilitate the solicitation of projects to be funded by a Green CHIPS Community Investment Fund. The Committee will work with Micron to support ongoing community engagement, help to recommend community investment grants to be made from Micron's contribution to the Fund, and support implementation and monitoring of the overall Community Investment Framework between Micron and Empire State Development.
- Micron will **locate a senior corporate executive in New York** to oversee the White Pine site.
- Micron will **invest \$10 million** in seed/venture/commercialization opportunities **in partnership with the regional tech ecosystem**, as part of its commitment to the Green CHIPS Community Investment Fund. Micron will ensure Micron Ventures office coverage in and will participate in upstate NY tech ecosystem programming.
- Micron will **actively support smart growth** in the region through steering suppliers to existing business parks and areas with existing infrastructure, where possible. Micron will expressly encourage these activities in supplier RFPs.
- Micron will **pursue opportunities to collaborate on research and development initiatives**, such as with NY CREATES, SUNY and other New York institutions of higher education, other New York semiconductor companies, and a potential National Semiconductor Technology Center.
- Micron is **committed to volunteering and giving in the communities where it operates**. The company provides two days paid volunteer time per year for each team member, and volunteer opportunities may include serving in community-based organizations.

### Establishing a Green CHIPS Community Investment Fund

Micron will **partner on establishing a \$500 Million Green CHIPS Community Investment Fund** over 20 years. Micron will commit at least \$250 million, with NYS contributing \$100 million and the remaining funding being raised from local, statewide and national partners. Each entity will administer its own funding – in consultation with one another and the Community Advisory Committee – in four categories of spending: Workforce Development, Education, Community Investments, and Housing. Funding from the Green CHIPS Community Investment Fund will not be used to make research and development investments. Any investments in higher education institutions will be intended to expand the workforce pipeline.

***All elements of the Community Investment Framework and the Green CHIPS Community Investment Fund will be subject to regular public reporting.***